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Pleas before His Honor John A. Price, 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 Subdivision of the Tenth Judicial District of the State of Ohio on the 21st day of February in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, on the 7th day of Mar A.D. 1887 the following Petition in cognovit was filed with the Clerk of said Court, to-wit.

John H. Kauke, Plaintiff.
Against
Eli Long, Joseph E. Long and Abraham Long, Defendants.

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

Plaintiff says that the Defendants on or about the 22d day of July A.D. 1884, 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 say that said Promissory Note is due and unpaid; that he is the legal owner and holder thereof, and that there is still due him thereon from said Defendants the sum of One Hundred & Fifty Dollars and —— cents, with Interest at the rate of 6 per centum per annum, from the 22d day of July, A.D. 1884. Wherefore, the said Plaintiff asks Judgment against the said Defendants for the sum of One Hundred & Fifty Dollars and —— Cents, with Interest thereon at the rate of 6 per centum per annum, from the 22d day of July, A.D. 1884, and for Costs of Suit.

S.S. Gardiner, Plaintiff's Attorney.

The State of Ohio, Union County, ss. S.S. Gardiner being duly sworn, says that he is the attorney of Record of said Plaintiff; that this action is brought upon an Instrument in Writing for the payment of Money only; that said Instrument in Writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

S.S. Gardiner.

Sworn to by said S.S. Gardiner, before me, and by him subscribed in my presence, this 7th day of March, A.D. 1887. J.L. Burgner, Clerk.

$150 00

Clayborn O. July 22, 1884.

On or before the first (1) day of December 1886, for value received, we promise to pay to the order of John H. Kauke, Wooster, O., One hundred and fifty Dollars, negotiable and payable at the Union County Bank of Deposit with interest at the rate of six per cent. per annum, and we all consent that after this obligation shall have become due, time of payment may be extended from time to time, and we will and shall remain liable, notwithstanding such extension of time; and we hereby authorize any Attorney at law in the State of Ohio, or Elsewhere, in our names and behalf, or in the name and behalf of any or either of us, to appear before any Court of Record in the State of Ohio, or Elsewhere, at any time after this obligation becomes due, and waive process and service thereof, and without notice, confess judgment against us, or any or either of us, in favor of the holder of this note, for the amount that may appear due thereon, for principal, interest and cost of suit.

Eli his + mark Long. Seal
Joseph E. Long Seal
Abraham his + mark Long Seal
John H. Kauke.

P.O. Claybourn, Union Co., State of Ohio
No. Witness Wm. Creighlow. Be sure to give P.O. Address.

Endorsed: Recd Feb. 28th 1887 $2 24

John H. Kauke, Plaintiff,
against
Eli Long, Joseph Long & Abraham Long, Defendants.

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

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, D.W. Ayers an Attorney at Law in the several Courts of Record in the State of Ohio, hereby Enter my Appearance for the said Defendant, at the suit of John H. Kauke, Plaintiff, against said Eli Long - Joseph Long and Abraham Long, Defendants, and Waive the Issuing and Service of Process therein, and Confess a Judgment in favor of the said John H. Kauke against said Eli Long - Joseph Long & Abraham Long for the sum of One Hundred & Seventy one Dollars and Five (5/100) 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 Rights of Appeal.

D. W. Ayers. Defendants Attorney.

John H. Kauke,
vs
Eli Long et als.

Entry.

This day came the Plaintiff by S.J. Gartimer Attorney, and thereupon came D.W. Ayers one of the attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $171.05. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $171.05 so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of 6 per centum per annum. And by virtue of said warrant of attorney, all errors are released and all rights of appeal and all right to file a petition in error are waived.

Attest.

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 21st day of February A.D. 1887. Heretofore, to-wit; on the 22d day of September A.D 1886. A petition was filed with the Clerk of said court which reads as follows; viz;

No 5170

Petition

The Peoples Bank
vs
Edward Higgins
Rachel Higgins wife
Joseph Price

The State of Ohio, Union County ss
To the court of Common Pleas.

The Plaintiff is a firm doing a private Banking business in the State of Ohio and its firm name is "The Peoples Bank."

On the 7th day of May 1881 The defendant Edward Higgins & Rachel Higgins for a full and valuable consideration executed and delivered to Joseph Price their promissory note of that date and thereby promised to pay said Joseph Price or order the Sum of One hundred and fifty dollars in five years thereafter with interest.

The following is a copy of said note,

$150.00 May 7th 1881. Five years after date we promise to pay to Joseph Price or " order One hundred and fifty dollars with interest at Six per cent from date " for Value received. Edward his X mark Higgins "
Attest- D. M. Hall. Rachel Higgins

On the 8th day of March 1882 the said Joseph Price sold and delivered said note to plaintiff and indorsed the same as follows, " Demand, notice and protest waived and payment guaranteed." "Joseph Price"

The plaintiffs are the legal owner and holders of said note no part of which has been paid. There is now justly due to plaintiffs from said Edward Higgins and Rachel Higgins as makers and said Joseph Price as indorser and guarantor the sum of One hundred & fifty dollars with interest from May 7th 1881 for which plaintiffs ask judgment.

"Second Count"

On said 7th day of May 1881 the said defendants Higgins, to secure the the payment of said note executed and delivered to said Joseph Price their Mortgage deed of that date and thereby conveyed to said Price and assigns the following real estate situate in said County of Union and State of Ohio. Bounded and described as follows. "Part of Survey No 9941" Beginning at a Stone, D. M. Hall's S.E. corner from which an ash tree bears S. 68½ W 25 links. Thence N 8¼ W 70 poles to a Stake W M. Benjamines S.W. corner. Thence Easterly with Benjamines S line 21½ poles to an Ironwood N.W corner to Isaac Emersons land. Thence Southerly with the line of said Thomson land to the place of beginning containing Nine and one half acres of land more or less.

On June 7th 1881 said Mortgage was left with the Recorder of said County for Recorded and was by him recorded in Book 17 Page 35 of the Records of Mortgages on the 8th day of March 1882. the said Joseph Price in writing on said Mortgage assigned the same to the plaintiffs in the words and figures following.

For Value received I assign the within Mortgage to Peoples Bank March 8th 1882
Joseph Price.

The Condition contained in said Mortgage was that if said note and interest was paid when due then said Mortgage was to be void. Said consideration is broken, and said Mortgage has become absolute. There is due to the plaintiffs

said Sum of One Hundred and fifty So Secured by said Mortgage together with interest on Same from May 7th 1881. Wherefor the plaintiff prays that said Mortgage may be foreclosed and said premises may be ordered Sold to pay said Mortgage debt and interest - and for personal judgment against said Makers and Indorser of said Note for $150.00 with interest from May 7th 1881 and for all proper relief.

R. L. Woodburn atty for Pltff

State of Ohio Union County ss.

Charles Chapman one of said firm and agent for said plaintiffs being first duly Sworn says the facts Stated and allegations Made in the foregoing petition are true as he believes.

C. S. Chapman

Sworn to before me and Signed in my presence on this 22d day of September 1886.

J. D. Burgner Clerk

Praecipe — Clerk, Issue Summons on the within petition returnable according to law. Indorse amount claimed $150.00 with interest from May 7th 1881 and foreclosing Mortgage

R. L. Woodburn, Atty.

Summons — The State of Ohio Union County ss

To the Sheriff of the County of Union Greeting;

We command you to notify Edward Higgins, Rachel Higgins & Joseph Price that they have been Sued by The Peoples Bank in the Court of Commonpleas of Union County, and that unless they answer by the 23d day of October A D 1886 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 4 day of October A.D. 1886.

Witness my hand and the Seal of said court this 23d day of Sept A D 1886.

(Seal)

J. D. Burgner Clerk

Indorsed — In action for foreclasure of Mortgage. Amount claimed $150.00 with interest from May 7th 1881.

Sheriffs Return — The State of Ohio Union County ss. Received this writ Sep 23d A D 1886 at 2 oclock P.M. and pursuant to its Command, on the 24th day of September A D 1886 I Served the Same by handing a true copy of this Summons with the Endorsements thereon to the within named defendants Edward Higgins Rachel Higgins and Joseph Price.

Sheriffs Fees Service 60 Mileage 40 copy 60 Total $2.20

M. Hopkins, Sheriff.

Afterward on the 26th day of October 1886 the following entry was made on the journal of said court. Viz;

The Peoples Bank
vs
Edward Higgins et al

5170

Entry

This cause now coming on for hearing on the petition of the plaintiff and the evidence. The court find that the defendants Edward Higgins, Rachel Higgins and Joseph Price have been duly Served with Summons in this case and that they are in default for answer or demurrer and that the allegations of the petition are thereby confessed by them to be true. and that there is due to the plaintiffs from the defendants Edward Higgins and Rachel Higgins as Makers and Joseph Price as indorser on the Note Set forth in the petition with interest to the first day of this term the Sum of One Hundred and Ninety Nine & 25/100 Dollars

The court further find that in order to secure the payment of said Note the

defendants Edward Higgins and Rachel Higgins his wife executed and delivered their certain Mortgage as in the petition described and on the premises therein described that said Mortgage was duly recorded in book Page of the record of mortgages of Union County Ohio and is the first and best lien on the premises described in the petition and that the conditions of said Mortgage have been broken

The court further find that said Joseph Price before said note was due duly sold and indorsed the same to the plaintiffs waiving demand and protest and assigned said Mortgage to the plaintiffs in writing on said Mortgage and that said Joseph Price is holding thereon as indorsee.

It is therefore considered by the court that the plaintiffs recover from the defendant Joseph Price the said sum of One Hundred and Ninety Three 25/100 dollars and its cost herein expended and it is further adjudged and decreed that unless the defendants shall within two days from the Entry of this decree pay or cause to be paid to the clerk of this court the cost of this case and to the plaintiffs the sum so found due as aforesaid with interest from the first day of this term of court. 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.

Nov 10th 1886 An Entry was made on the journal of said court which reads as follows:

5170 Entry

The Peoples Bank
vs
Edward Higgins et al

This day this cause came on for hearing on the application and showing of defendant Rachel Higgins to open up the decree and set aside the order of sale heretofore entered in this case at this term of the court was argued by counsel and submitted to the court by the parties. On consideration whereof said application is by the court granted on grounds of Mistake and said decree on the Mortgage is vacated and set-aside, said order of sale is set aside and leave granted to said Edward Higgins and Rachel Higgins to file answer herein instanter and answer filed. The question of cost is reserved.

Answer & Cross Petition

The Peoples Bank
vs
Edward Higgins et al

} Court of Common Pleas, Union County, Ohio
} Answer & Cross Petition by E & R Higgins

Now come the defendants E & R. Higgins and for their answer to the petition of plaintiffs herein, and by way of cross petition say; In May 1881 the said defendant R Higgins was the owner in fee simple of 10 2/3 acres of ground arable land with a dwelling house thereon in Jackson township said county where they resided, and by agreement, to which said Joseph Price defendant was privy and which he assisted in making, they sold said land to Isaac Noggle for $47½ per acre, and at the same time they bought of said Joseph Price the land described in plaintiffs petition by agreement with him at the same rate per acre they received of Noggle, thereupon they made a deed to said Noggle as agreed, and moved into the house of said Price. The deed from said Price had been executed to them, and after they had moved he brought them a deed for said land as agreed, except that instead of $47½ per acre it called for $65. per acre. They had already paid him in cash the full amount at $47½ per acre before moving. The deed was folded up and was not read and they knew nothing of the extra price named in the deed or any further claim thereon till some days after they received the deed they learned it from a third party, and immediately complained to said Price of the said

Damages, and never acquiesced in it. Afterward they employed said Price in the fall of 1881 to have 22½ bushels of Wheat belonging to her to Market, which he did and kept proceeds $22.66 for himself claiming $18. thereof as balance due him on the land deeded to her, and the remainder, under pretense that he had them to keep, to which they then and there objected to both said claim and pretenses but without avail. At the time of said land purchase said Joseph Price agreed with said respondents to forthwith build them a comfortable dwelling house of hewed logs or plank suitable for old people on his land near the said purchase of respondents, for which they were to pay him the sum of $150 but not to be paid before their respondents deaths, and the Mortgage in the petition described was given in accord and with said agreement and under the assurance that said Price would always hold it himself and it should never come against said land but to be removed at the Expiration of the 6 years named and to be held merely as a security and evidence to be used in case of her death to insure payment out of her property for said building and for no other consideration whatever. Said Joseph Price wholly failed to comply with the terms of said agreement in any particular and thereby the consideration for said Mortgage wholly failed and the same became void. Some Months after said Mortgage was executed, viz; late in the fall of 1881 said Price built a round log house 16 + 16 near his dwelling and put respondents into it. It had a clapboard roof and planks laid loosely for ceiling and a floor + 2-12 light windows + a flue from the upper floor of brick and respondents resided there till Nov 22 1883 when said Price ordered them to leave and they accordingly left.
During all the time from May 7th 1881. 3 crop years said Price had the use of said respondents 9½ acres of land, being plow land, and never paid anything for it. There is justly due to said Rachel Higgins from said Joseph Price on said account the sum of $11.66 which respondents claim and for which they ask Judgment.

At the time of said agreement as to building the house the respondents were aged people, said Edward Higgins being 65 years of age and said Rachel Higgins his wife 54 years of age and said Edward Higgins was wholly unable to do any but light work by reason of his age and infirmities + hernia of both sides contracted in the U.S. Military Service and the respondents were wholly dependant upon said land and its products for their living, and said Price professed to be their friend and anxious to do something for them, and they confided in his honesty of purpose and were deceived by his promises and flattering words and thereby induced to make said Mortgage to him as aforesaid before anything had been done on his part as a consideration therefor and wholly without consideration and upon the promises and pretenses that it should never come against the premises and to be renewed from time to time and only to be paid after his death all of which were false and deceitful. Respondents were ignorant of the nature form and effect of said papers. Said Edward Higgins being unable to read or write and both ignorant of business and relying wholly upon the honesty of said Price. They therefore say that said Mortgage is fraudulent, said house built as aforesaid remains on the land of said Price, and has always been his property and under his control and never was any consideration for said Mortgage. Therefore respondents say said Mortgage is a cloud on their title to said land, and they pray that the same may be decreed to be canceled and that said Price may be decreed to pay them the said sum of $140.66 with interest and for such other

Reply
3:170

Entry

relief as they may be entitled to. P. B. Cole & Son Attys for Defts

State of Ohio. Union county ss.

Edward Higgins being Sworn Says the facts Stated and allegations in foregoing pleadings are as he believes true

Edward his mark Higgins

Sworn to and Subscribed before me this 25th day of Oct 1886.

Fee 40

W. C. Malin J P

On the 16th day of Nov 1886 Plaintiff filed Reply which reads as follows.

Reply
3:170

The Peoples Bank
vs
Edward Higgins et al

To the Court of common Pleas of Union county Ohio

The plaintiffs for reply to the answer of Rachel & Edward Higgins Say. That plaintiff purchased said note and took the transfer of said Mortgage in good faith without knowledge of any of the alleged defenses set up in said answer, Plaintiff Says that part of the consideration for said mortgage was the original purchase money of said land and that the said Joseph Price built a house to the acceptance of said Higgins and that after said Mortgage was made and transfered to the plaintiff, to wit: on the 14th day of September 1882. The defendants Rachel and Edward Higgins for a good Consideration conveyed their Equity of redemption in said lands to said Joseph Price by deed of general Warranty and said deed was duly recorded in Book No 54 Page of the records of said county in the office of the Recorder of Deeds and from that time on until the 22nd day of November 1883 the said Joseph Price held the legal title to said land subject to said Mortgage and that he had no defense to the same, that at the last named date the said Joseph Price conveyed said lands back to the said Rachel Higgins by deed and the said Rachel Higgins now holds said lands by virtue of said last named deed and that the took the same subject to said Mortgage. Said last named deed is recorded in Book 54 Page [illegible] of the record of deeds for said County. The plaintiffs deny that there was any fraud in the matter of procuring the said original Mortgage, and denies each and every allegation in said petition not herein admitted, Wherefore the plaintiffs pray as he has already prayed,

Cameron & Woodburn

State of Ohio Union county ss

Charles Chapman one of the plaintiffs and Cashier and agent of the Peoples Bank being first duly Sworn Says the facts Stated and allegations made in the foregoing reply are true as he believes

C. D. Chapman

Sworn to before me and Signed in My presence this 16th day of November 1886

J. D. Burgner, Clerk

On the 17th day of Nov 1886 an entry was made on the journal of said court which reads as follows.

Entry

The Peoples Bank
vs
Edward Higgins et al

This cause coming on for hearing on the demurrer of plaintiff to answer of E & R. Higgins was argued by counsel. On consideration whereof the court do overrule said demurrer. Thereupon defendant R. Higgins asked leave to amend the answer which was refused To which refusal said defendant then excepted and to the overruling of the demurrer the

Decree on Cross pet.

plaintiff excepts.

The State of Ohio Union county ss.

To the Sheriff of the county of Union You are hereby commanded to notify Joseph Price That Edward & Rachel Higgins have filed an answer and cross petition in the case of The Peoples Bank vs Ed Higgins et-al in the Common Pleas Court of Union county and that unless he answers by the 18th day of Dec A.D. 1886 the cross petition of the said Ed & Rachel Higgins 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 29th day of Nov A.D. 1886. Witness my hand and the seal of said court at Marysville this 18th day of Nov A.D. 1886.

Seal

J. L. Burgner. Clerk

Sheriffs Ret

The State of Ohio Union county ss.

Received this writ on the 18th day of Nov 1886 and pursuant to its command on the 18th day of Nov 1886 I served the same by handing the within named Joseph Rice a true copy of this writ. Service 30 Mileage 3.52 copy 20 Total $4.07

W. Hopkins. Sheriff.

Entry

Nov 20th 1886 an Entry was made on the journal of said court which reads as follows,

The Peoples Bank }
vs }
Ed Higgins et al }

This cause now come on for hearing was submitted to the court on the pleadings and Evidence. On consideration thereof the court find on the issues joined for the plaintiff and that there is due the plaintiffs from the defendants Rachel Higgins and Edward Higgins upon the note mentioned in the petition the sum of one hundred and ninety nine and 25/100 dollars including interest to the first day of this term of court. The court further find in favor of the plaintiff upon the issues joined as to said Mortgage and find that the plaintiff is entitled to have an order foreclosing the same.

The court further finds that said Mortgage was executed delivered and recorded as in said petition stated and that it is the first and best lien upon said premises that the conditions of said Mortgage have been broken. It is therefore considered by the court that the plaintiff recover from the defendants Rachel Higgins and Edward Higgins the said sum of one hundred ninety nine 25/100 dollars and its costs herein expended. And it is further adjudged and decreed that unless the defendants Rachel Higgins and Edward Higgins shall within ten days from the entry of this decree pay or cause to be paid to the clerk of this court the cost of this case and to the plaintiffs herein the sum due as aforesaid with interest from the 25th day of October 1886 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 to appraise advertise and sell said premises as upon Execution and report his proceedings to this court for further order.

The defendants Edward Higgins and Rachel Higgins gave notice of their intention to appeal this case to the Circuit Court and the court fixed the bond for appeal at $100.00—

Order of Sale

Sheriffs Ret

Afterward on the 6th day of December A.D. 1886 an order was issued to the Sheriff of Union County Ohio 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 20th day of Nov A.D. 1886 in the cause of The Peoples Bank plaintiff and Edward Higgins et al Defendants. Said Peoples Bank obtained a judgment or decree against the said Edward Higgins for the sum of One hundred Ninety Nine and 25/100 dollars and costs of Suit. And Whereas it was then and there by said court ordered, adjudged and decreed that the said Edward Higgins shall within 10 days from the 20 day of A.D. 1886 pay unto the said Peoples Bank the said Sum of $199.25 with interest from 25 day of Oct A.D. 1886 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 10 days aforesaid have expired and the said sum of $199.25 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 Jackson County of Union and State of Ohio, bounded and described as follows;

Part of Survey No 4941. Beginning at a Stone N. M. Halls S E Corner from which an Ash Tree bears S 68½ W. 25 links. Thence N. 84 W 70 poles to a Stake. W. M. Benjamins S. W. Corner. Thence Easterly with Benjamines S. line 2½ poles to an Ironwood N. W. corner to Isaac Sanderson land, Thence Southerly with the line of the Sanderson land 70 poles to the place of beginning containing Nine and one half acres more or less.

We therefore command you, that you proceed to carry said order, judgment and decree into Execution agreeably to the tenor thereof, and that you expose to Sale the above described real Estate under the Statute regulating Sales on Execution, and that you apply the proceeds of such Sale in Satisfaction of said judgment and decree, with costs and interest as Specified therein; and that you make report of your proceedings herein, to our court of Common Pleas, within Sixty days from the date hereof, and bring this order with you.

Witness my Signature as Clerk of our said Court of Common pleas and the Seal of said Court; at Marysville, Ohio, this 6th day of December A.D. 1886

Seal

J. D. Burgner, Clerk

Sheriffs Ret

The State of Ohio, Union County, ss.

In obedience to the command of the order of Sale hereto annexed, I did on the 15th of Dec 1886 Summon H. M Hall S. G. Patterson and C. W Patterson three disinterested free holders, Residents of said County, who were by me duly Sworn to view and appraise the lands and tenements therein described, and afterwards on the 15th day of Dec A.D. 1887. Said appraisers returned to me, under their hands and Seals that they did, upon actual view of the of the premises, Estimate and appraise the real value in money of the same at Thirty dollars per acre. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the court of common pleas of said County, and on the 16th day of Dec 1886 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 auction, at the door of the court-house of said county on the 15th day of January A.D. 1887, at 1½ o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous

to the day of Sale, to-wit; five consecutive weeks; and pursuance to said notice. Addison
Said 15th day of January A.D. 1887 at the time and place above mentioned, proceed to offer said
land and tenements at public Sale and then and there came C. S. Chapman who bid
for the same the Sum of Twenty dollars per acre and said Sum being two-thirds of the
appraised value thereof and said C. S. Chapman being the highest and best bidder
therefor, & then and there publicly sold and Struck off said lands and tenements to
him for said Sum of Twenty dollars per acre.

Service 30 Sum & Swear 40 25 Answering 40 10 Writing 40 30 Copy 30 Notice to Pl 30
Writing notice 30 Bondage 380 Total 7.58 Appraisers fee 300 Printer 1250

W Hopkins, Sheriff-

On the 8th day of Jan 1887 Proof of publication was filed with the clerk of said court which
reads as follows;

Sheriff Sale

The Peoples Bank } Court of Common Pleas Union Co. O
vs
Edward Higgins et al } On Order of Sale.

Proof. Publication

By virtue of the above Stated writ to me directed from the Court of Common Pleas, Union County Ohio I will offer for Sale at the North door of the Court-house in Marysville, Ohio, on Saturday January 15th 1887 at or about the hour of one o'clock P. M. on said day, the following described real estate, to-wit; Situate in the township of Jackson County of Union and State of Ohio and bounded and described as follows: Part of Survey No 9941. Beginning at a Stone, N. W. Walls S. E. Corner, from which an ash bears S 68½ W. 25 links; Thence N 8¼ W 70 poles to a Stake W. W Benjamins S. W. Corner, thence Easterly with Benjamins line 21½ poles to an Ironwood N. W. Corner to Isaac Lowersons land, Thence Southerly with the line of Lowersons land 70 poles to the place of Beginning containing Nine and one-half acres of land, more or less
Appraised at $300 per acre. Term of Sale cash. Marion Hopkins Sheriff Union Co

Cameron & Woodburn Attorneys

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- Dec 16th 23rd 30th & Jan 6th & 13th A.D. 1887 in the Richwood Gazette, a Weekly Newspaper printed in and being of general circulation within said County, and of which I am Editor -

Robt Smith

Sworn to and Subscribed before me, this 8th day of January A.D. 1887-

J. E. Burgner Clerk -

On the 1st day of April 1887 an entry was made on the journal of said court which reads as follows;

5170 Entry confirmation

The Peoples Bank
vs
Edward Higgins et al

On Motion of the plaintiff and on his procuring the return of the Sheriff of a Sale made by him under the former order of this 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 C. S. Chapman 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 $192.00
It is ordered that the Sheriff out of the money in his hands pay, First the costs of this action amounting to $ 77.33. Second. To the Treasure of said County the taxes on said Lands. $3.25
Third. To the plaintiff the balance of said proceeds of the Sale, to wit; $107.42 to be applied as a credit upon the amount found due it. And there Still remaining due to the Peoples Bank the Sum of $94.38 it is considered that it recover the Same from the said Rachel Higgins and Edward Higgins as principal and the said Joseph Rice as sureties and Execution is awarded therefor.

~~Attest~~ 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 Subdivision of the Tenth Judicial District of the State of Ohio on the 22d day of February in the year of our Lord one thousand eight hundred and eighty six. Heretofore On the 21st day of November A.D. 1885 the following Petition was filed with the Clerk of said Court, to wit:—

Petition

J. G. Coleman, Plaintiff
— vs —
John Vandraw and
Susan B. Vandraw, Defendants

In Court of Common Pleas
Union County Ohio
Action In Foreclosure &c

4978

First Cause of Action— Plaintiff says that this, his first cause of action is founded upon three promissory Notes of which the following are copies, with all credits and indorsements thereon, to wit—

(1) " $500.00 Marysville O. April 20th 1883 "

On or before June 1st 1883, after date I promise to pay to J.G. Coleman or bearer, Five hundred Dollars with 7 per cent interest. Value received."

(Signed) John Vandraw "

The following credit appears on the back of said Note, viz =

"June 18th 1884, Int. paid on within 38.89 in full to June 1st 1884 "

(2) " $500.00 Marysville O. April 20th 1883

On or before June 1st 1884, after date, I promise to pay to J.G. Coleman or bearer, Five hundred Dollars, with 7 per cent interest. Value received.

"(Signed) John Vandraw."

The following credit appears on the back of said note, to wit =

"June 18th 1884, Int. paid on within 13.11".

(3) " $500.00 Marysville O. April 20th 1883

On or before June 1st 1885, after date, I promise to pay to J.G. Coleman or bearer, Five hundred Dollars, with 7 per cent interest. Value received. John Vandraw"

Defendants are indebted to plaintiff, on said notes in the sum of $1599.94/100. which Plaintiff claims, with Interest at the rate of Seven per cent. on $1025.96/100 from June 1st 1884: and Interest at the rate of Seven per cent on $573.98 from June 1st 1885.

Second Cause of Action =

Plaintiff says for this, his second cause of action, that at the time of the delivery of said notes, and to secure the payment of the same, the defendants duly executed and delivered to plaintiff their Mortgage

Deed, conveying the following described premises to wit- Situated in the county of Marion, in the State of Ohio, in the township of Paris Village of Marysville, and bounded and described as follows, viz— Being all of the Lot № 179 of the Mattriot addition to said village— For further description see recorded Plat in office of County Recorder. Said Mortgage was conditioned that if the said John Vandraw should pay or cause to be paid said three promissory notes, drawing interest at the rate of Seven percent per annum, unto the said J. E. Coleman, his heirs or assigns, then said mortgage should be void. On the 21st day of April 1883 at 1½ o'clock P. M. said Mortgage was duly filed for record at the Recorder's office of Union County, Ohio, and was duly recorded in Vol. 20 Page 214 of the Records of said county. Said Mortgage has become absolute— Plaintiff, therefore, prays Judgment against said John Vandraw in said sum of $1599.94/100, with Interest on $1025.96/100 thereof at 7 per cent, June 1st. 1884, and with Interest on $573.98/100 thereof at 7 percent from June 1st. 1885.

Plaintiff further prays that said Mortgage may be foreclosed, said premises be sold, and that the proceeds of such sale, be applied to the payment of said Judgement

Brodrick & McCampbell. Attys for Ptffs.

The State of Ohio }
Union County SS. } Jas. S. McCampbell, being duly sworn on his oath says, that he is one of the attorneys of record for Plaintiff in the above entitled case fully authorized in the premises— That said Plaintiff is a non resident of the County and State aforesaid, and that Affiant verily believes the facts stated, and allegations made in the foregoing petition, to be true.

Jas. S. McCampbell.

Sworn to before me, and subscribed in my presence by said Jas. S. McCampbell this 21st day of November A.D. 1885

John Q. Burgner. Clerk.

Praecipe

To Clerk of Court of Common Pleas, Union County, Ohio

Issue summons on Defendants in above entitled case, directed to Sheriff of Union County, Ohio returnable according to law and indorse, "Personal Judgement and Foreclosure. Amt claimed $1599.94/100 with Int. on $573.98/100 @ 7% from June 1st 1885"

Brodrick & McCampbell, Attys for Ptff.

On the 21st. day of November A.D. 1885, the following Summons was issued by the Clerk of said Court which reads as follows,

Summons

Summons

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

4978

We command you to notify John Vandraw and Susan B. Vandraw that they have been sued by J. E. Coleman in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of Dec. A.D. 1885 the petition of said plaintiff, J. E. Coleman 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 30th of November A.D. 1885. Witness my hand and the seal of said Court, this 21st. day of November A.D. 1885

Seal

J. Q. Burgner, Clerk.

Sheriffs Return

Entry

4978

Amended Petition

No. 4978

Endorsed: In action for personal judgment and foreclosure, amount claimed $1599 27/100 with Int. on $1025-96/100 @ 7% from June 1st 1884 and with int. on $573.98/100 at 7% from June 1st 1885

Brodrick & Mc. Campbell Pltf's Att'ys

Said Writ returned and filed November 30" 1885, endosed as follows to wit:—

The State of Ohio } ss
Union County }

Sheriff's Return.

Sheriff's Return

Received this Writ Nov. 21st A.D. 1885, at 2 o'clock P.M. and pursuant to its command, on the 25th day of November A.D. 1885, I served the same by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendants.

Sheriff's Fees Service 45 Mileage 16 Copy 40 Total $1.01 Ok Hopkins Sheriff

By A. H. Goodwin Deputy

Afterwards, on the 21st day of December A.D. 1885 an Entry was made on the Journal by the Clerk of said Court which reads as follows, viz:—

J. G. Coleman Pltf.

Entry

— vs —

John Vandraw et al Defts

Union Common Pleas, Ohio

4978

This cause coming on for hearing on the motion of Defendants filed herein, to quash the service in this cause, the Court find on consideration thereof, said service sufficient, and do overrule said motion. On motion of Plaintiff leave is granted to file an amended petition herein by Saturday December 26" 1885

Afterwards, on the 26" day of December A.D. 1885 an Amended Petition was filed with the Clerk of the said Court which reads as follows viz:——

John George Coleman Plaintiff

— vs —

John Vandraw and
Susan B. Vandraw, Defendants

Amended Petition

In Court of Common Pleas Union County Ohio
Action for Foreclosure &c

No. 4978

First Cause of Action = The Plaintiff says that this, his first cause of action, is founded upon a promissory note of which the following is a copy with all credits and indorsements thereon, to wit—

"$500 00 Marysville O, April 20th 1883

On or before June 1st 1883, after date, I promise to pay to J. G. Coleman or bearer, Five hundred dollars with 7 per. cent interest. Value received

(Signed) John Vandraw"

The following credit appears on the back of said note, viz =

"June 18th 1884. Int. paid on within 38.89 in full to June 1" 1884"

There is due and unpaid to Plaintiff on said First Cause of Action the sum of $500,00 with 7 percent Interest from June 1st. 1884.

Second Cause of Action:— Plaintiff says his second cause of action is founded upon a promissory note of which the following is a copy with all credits and indorsements thereon, viz =

"$500,00/100 Marysville O, April 20th 1883

On or before June 1st. 1884, after date, I promise to pay to J. G. Coleman, or Bearer, Five hundred dollars, with 7 per. cent Interest. Value Received. (Signed) John Vandraw"

The following credit appears on the back of said note, viz =

" June 18" 1884 Int. paid on within 13.11 "

There is due and unpaid to Plaintiff on said second cause of action the sum of $300.88 with 7 per. cent interest from September 2" 1883

Third Cause of Action viz = Plaintiff says his third cause of action is founded on a promissory note of which the following is a copy, viz =

" $500.00/100 Marysville O. April 20" 1883,

On or before June 1" 1885, after date, I promise to pay to J.D. Coleman or bearer, Five hundred dollars, with 7 per. cent Interest. Value received.

(Signed) John Vandraw."

There is due and unpaid to the Plaintiff on said third cause of action the sum of $500.00/100 with interest at 7 per cent from April 20th. 1883.

Defendants are indebted to Plaintiff on said three promissory notes in the total sum of $1500.00/100 with interest on $500.00/100 thereof from June 1st. 1884 @ 7% with interest on $500.00/100 thereof from September 2" 1884 at 7 per cent; and with interest on $500.00/100 thereof from April 20" 1883 at 7 per cent.

Fourth Cause of Action = Plaintiff says for this his fourth cause of action that at the time of the delivery of said notes, and to secure the payment of the same, the Defendants duly executed and delivered to Plaintiff their mortgage Deed, conveying the following described premises, to wit. =

Situate in the County of Marion, in the state of Ohio, in the Township of Paris, Village of Marysville, and bounded and described as follows, viz. = Being all of the Lot No. 179 of the Mathiot additions to said village. For further description see recorded plat in office of County Recorder. Said mortgage was conditioned that if the said John Vandraw should pay or cause to be paid said three promissory notes drawing interest at the rate of Seven per cent, per annum, unto the said J. D. Coleman, his heirs, or assigns, then said mortgage should be void. On the 21" day of April 1883, at 1½ oclock P.M. said Mortgage was duly filed for record in the Recorder's office of Marion County, Ohio, and was duly recorded in vol 20 page 214 of the Records of the said County. Plaintiff further says that the Plaintiff as named in the title of this petition and the payee & mortgagee of said notes are one and the same person. Said mortgage has become absolute. Plaintiff therefore prays Judgment against said John Vandraw in said sum of $1500.00/100 with interest at 7 per. cent, on $500.00/100 thereof from June 1st. 1884; Interest on $500.00/100 thereof at 7 per. cent from September 2" 1883, and Interest on $500.00/100 thereof at 7 per cent from April 20th 1883. Plaintiff further prays that said Mortgage may be foreclosed, that said premises be sold, and that the proceeds of such sale, be applied to the payment of said Judgment.

Brodrick & McCampbell Attys for Plaintiff

The State of Ohio } ss
Marion County } Jas. S McCampbell being duly sworn on his oath says, that he is one of the attorneys of record for Plaintiff in the above entitled case, fully authorized in the premises, that said Plaintiff is a non resident of the County and State aforesaid, and that affiant verily believes the facts stated, and allegations made in the foregoing Petition to be true.

Jas. S. McCampbell.

Sworn to, and subscribed in my presence by Jas. S. McCampbell This 26" day of December 1883.

Seal

J. D. Burgener, Clerk.

Entry No. 4978

Petition 4958

Entry

No. 4978

Afterwards, on the 24th day of February A.D. 1886, an entry was made on the Journal by the Clerk of said Court which reads as follows, viz:—

John G. Coleman Plff.
—vs—
John Vandraw et als Defts } In Union Common Pleas, Ohio

Now comes 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. The Court therefore find that John Vandraw Defendant is indebted to Plaintiff in the sum of $1746.27/100 with Interest thereon at 7 per cent, from February 22nd 1886. It is therefore considered by the Court that the said plaintiff recover from the said Defendant, John Vandraw the said sum of $1746.27/100 and his costs herein expended, taxed at $——

The Court further finds that to secure the payment of the notes described in said petition the Defendants, John Vandraw and Susan B. Vandraw, his wife, executed and delivered to said John George Coleman, the plaintiff, their certain mortgage in the petition described, and on the premises therein described: that said mortgage was duly recorded in Vol 20, Page 214 of the Mortgage Records of Union County, Ohio.

It is therefor considered and adjudged that unless the defendant, John Vandraw, shall, within five days from the entry of this decree, pay, or cause to be paid, to the clerk of this court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the 22nd day of February, 1886, the defendants' equity of redemption be foreclosed, and said premises shall be sold, and an Order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

Attest John D. Burgner, Clerk.
By Nellie Roney, Deputy.

Petition

4958

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 Twentysecond day of February in the year of our Lord one thousand eight hundred and eighty-six. Heretofore on the 31st day of October A.D. 1885, the following petition was filed with the Clerk of said Court which reads as follows to wit:—

Elizabeth Lee. Plff.
—vs—
Jacob C. Lee Deft. } Common Pleas, Union County, Ohio.

Petition for Divorce &c

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona fide residence in the County of Union. On or about the 1st day of September 1863 at Marysville Ohio, she was married to the defendant.

The following children were born of said marriage, Siggie Lee, Age, 20 years: James C. Lee. Age 18 years. Minnie M. Lee, age, 17 years: Charles E Lee Age 15 years. Defendant was on the day of October, 1884, guilty of extreme cruelty towards plaintiff in this, that, he struck

the plaintiff a violent blow, in the face with his clenched fist. Also about the 1st day of October 1885 defendant struck the plaintiff twice violently with his fist in the face. He has frequently during the past year used violent and abusive language towards the plaintiff cursing her and applying the vilest and most insulting epithets to her, and charging her with a want of chastity without any grounds or provocations for such abuse (cruelty and and charges whatsoever). So that Plaintiff believes and has reason to fear that a longer continuance of the cohabitation with him will result in his inflicting bodily harm upon her by violence and a continuance of such cohabitation will be unsafe and intollerable.

Plaintiff at their marriage was and ever since has been possessed of valuable real estate producing an income of six to seven hundred dollars per annum. by use & rental. And from said property the family has derived its support. The defendant being an able bodied man and possessed of sufficient capacity to make a good living was and is idle and has wholly and willfully failed and neglected to provide the common necessities of life for the plaintiff. For more than a year last past by reason of his idleness, and plaintiff has been compelled to live and rely upon the labor of her children, her own exertions and the charity of friends, and defendants has without her knowledge or consent represented her as a partner with him in business and so managed as to render her liable for his debts incurred therein so that her said property has become incumbered and she has been compelled to mortgage and hypothecate the use thereof for three years from April 1st next, in order to raise means to save said property from total loss and meet the liability so created, and is wholly destitute of means to live on outside of her own exertion, the labor of her children and charity of friends. Defendant received and has used up the rents of her said property for this year till the 18th of next April. Defendant has always during said coverture received and had the use of her said property, and the rents thereof. But has let the fences and improvements run down, so that the annual value of said property is greatly reduced; He has failed and neglected to keep up the taxes thereon, so that there is now back taxes due on said land $440.00/100 and the taxes for this year about $250.00/100 are unpaid and unprovided for. He has also without her consent sold and cut off large quantities of valuable timber growing on said land and wasted the proceeds. He has frequently during the last year absented himself from home for weeks at a time without indicating to his family or Pltff. where he was going where he would return, and has been thus absent about two-thirds of the time, frequently neglecting to provide anything for the family to live on during such absences.

And the Plaintiff therefore says the Defendant by his conduct and failure to perform his duty has been guilty of gross neglect of duty towards the Plaintiff.

And Plaintiff further says that the household goods consisting of bed, bedding, furniture, stoves tableware and fixtures of every kind in her dwelling where she resides and which are her own & separate property are all needed for the use of herself and children

Summons

4958

and that she is desirous of removing the same to another dwelling, and that defendant threatens that if she does remove them he will interfere with and take part of the same and cause great injury to the plaintiff thereby, and distribution of the means of taking care of their family, Plaintiff also says She is the owner as her separate property of one buggy which Deft. threatens to take from her. Plaintiff prays that she may be divorced from defendant, and that she may be decreed to have all of said household goods Buggy and effects now in her possession until final hearing hereof and to have the custody of said minor children and that the defendant may be restrained by the injunction of this Court from selling or disposing of or taking from the possession of your petitioner any of the said personal property or in disturbing your petitioner in the use of the same or in any manner interfering with her possession or disposition of the same. And also from removing the said Minor children from the custody of plaintiff, or in any wise disturbing her in the nurture education and control of the same and that on final hearing said injunction may be made perpetual;— And she asks such further relief as may be proper.

P. B. Cole & Son Attys for Plff.

State of Ohio
Union County ss: Elizabeth Lee Plaintiff being sworn, says the facts & allegations in her foregoing pleading are True.

Elizabeth Lee

Sworn to and subscribed before me, this 31st. day of October 1885

W. M. Winget. J. P. in & for said County.

October 31st 1885 An injunction is allowed as prayed for in the within petition until the further orders of Court. And the plaintiff is not required to give bond.

John A. Price. Common Pleas Judge

On the 31st. day of October A.D. 1885 a Summons was issued by the Clerk of the said Court which reads as follows to wit:—

Summons

Summons in Divorce

4958

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

You are commanded to notify Jacob G. See that Elizabeth Lee 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 extreme cruelty &c, and asking that she be divorced from him and that she may be decreed the care and custody of their said 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 7th day of November A.D. 1885.

Witness my signature as Clerk of our said Court of Common Pleas, and seal of said Court, at Marysville, Ohio, this 31st day of October A.D. 1885.

J. Q. Burgner Clerk.

Seal

Endorsed: Summons in Action for Divorce and Injunction allowed
P. B. Cole & Son, Attys

Said Writ returned and filed November 9th. A.D. 1885 endorsed as follows:

Sheriff's Return

The State of Ohio }
— County ss: }

Received this writ on the 2" day of November A.D. 1885 and on the 2" day of November A.D. 1885 I served the same by leaving at the usual place of residence of the within named defendants, a true copy thereof with the endorsements thereon, together with a certified copy of the petition.

Sheriffs Fees. Service 60 Copy 30 Mileage 3.52
Total $4.42

M. Hopkins Sheriff.
By A.B. Goodwin Deputy.

Afterwards, on the 31" day of October A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to wit:—

Entry

Elizabeth Lee, Plaintiff
— vs —
Jacob C. Lee Defendant

In Union Common Pleas.
Injunction Allowed.

Oct. 31" 1885; An injunction is allowed as prayed for in the Petition in the above entitled case until the further order of the Court. And the Plaintiff is not required to give bond"

(Signed) John A. Price, Common Pleas Judge

Afterwards on the 9" day of December A.D. 1885 an Answer was filed with the Clerk of said Court which reads as follows, viz:—

Answer

Elizabeth Lee, Plaintiff,
— vs —
Jacob C. Lee Defendant

The State of Ohio, Union County
Court of Common Pleas

Answer

And now comes the defendant, Jacob C. Lee and for answer herein says: That he denies that he was guilty of extreme cruelty towards the plaintiff either in October 1884, Oct. 1885 or at any other time, either by striking her with his doubled fists or in any other way or manner.

That he denies that during the past years he has used violent and abusive language toward the plaintiff, cursing her and applying the vilest and most insulting epithets to her and charging her with a want of chastity without any grounds or provocation for such abuse.

Defendant denies that he ever threatened plaintiff with bodily harm, or ever did anything towards the plaintiff to render longer cohabitation with Defendant unsafe and intolerable.

Defendant says that at certain times when plaintiff was keeping company with certain men and women whose reputation for chastity was bad that he did remonstrate with her for associating with such persons.

Defendant denies that he was idle and indolent and that he did not provide for his family, but on the contrary defendant alleges that he was industrious and did all that he could for the

support and maintenance of his family.

Defendant denies that he, without the knowledge of plaintiff, represented her as partner with him in business, but he says the same was with her full knowledge and consent and that said business was undertaken at her solicitation and request.

Defendant denies that since his marriage with plaintiff he has used all the rents of her real estate, or that he squandered any of said rents, but he says that said rents were used by the plaintiff and in paying debts of plaintiff and in support of the family.

Defendant says that during the time that he was engaged in business in Plain City Ohio, the farm was rented & he could not leave his business to look after the farm, and that during that time the fences did get out of repair, but defendant says that it was without his fault and he says that he has done all in his power to keep the property in good repair and the taxes paid.

Defendant denies that any timber was ever sold off plaintiff's farm by him, except with her knowledge and consent and he denies that he wasted the proceeds.

Defendant denies that he ever absented himself from plaintiff for weeks at a time without her knowledge, or without her knowing where he was going, but he says that the time he was away, he was engaged in business on the plaintiff's farm in making repairs and improvements, that said farm was about 17 miles from their residence, and that he never neglected or failed to provide for his family during his absence.

Defendant denies that he has ever been guilty of gross neglect of duty toward the plaintiff.

Defendant denies that the household goods belong to the plaintiff, but on the contrary he says the household goods belong to him except a bureau and looking glass.

Defendant further says the plaintiff has been very extravagant and that she has spent money without judgment or discretion. That she was largely in debt at the time of their marriage and that she has been the cause of plaintiff and defendant getting into debt.

Defendant further says that the plaintiff has not conducted herself toward defendant as a faithful and dutiful wife, but he says that at various times she would go away from home and stay two or three months at a time and leave defendant the care of two small children and with no one to cook his meals.

Defendants further says the plaintiff has been guilty of extreme cruelty toward him at various times, that she has threatened defendant's life and has used vile and threatening language toward defendant and language unbecoming a wife to her husband Defendant further says that the plaintiff has a bad and ungovernable temper and that during nearly the whole of their married she has quarreled with defendant and abused him with her tongue and that without any cause or provocation on the part of the defendant and that for the last three or four months before filing

of her petition, she treated the defendant in a way that indicated that she wanted to live separate and apart from defendant and she seemed to be trying to turn the effections of the children from this defendant.

Defendant further says that the plaintiff is not a fit and proper person to have the care and Education of the minor children of defendant and plaintiff.

Defendant having fully answered, prays the Court that the relief be not granted to plaintiff as asked in her petition and that he go hence with out day.

T B. Fulton Atty for Defendant.

The State of Ohio
Union County ss:

Jacob C. Lee the above named defendant being first duly sworn according to law says, the facts stated and allegations of his forgoing answer are true as he verily believes.

Jacob C. Lee

Sworn to before me and subscribed in my presence by the said Jacob C. Lee this 9th day of December A.D. 1885

[Seal]

J. D. Burgner. Clerk

Afterwards on the twenty fifth day of May A.D. 1886 an entry was made on the Journal by the Clerk of said Court which reads as follows viz — —

Entry 4958

Elizabeth Lee Plaintiff
— vs —
Jacob C. Lee Defendant

Journal Entry

This cause came on for hearing on the Petition of Plaintiff Elizabeth Lee, Answer of Defendant Jacob C. Lee. and the evidence and argument of counsel and was submitted to the Court; on consideration whereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as set forth in said petition, The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty as charged in plaintiffs petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between Elizabeth Lee and Jacob C. Lee be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody care and education of the child Minnie V. Lee be until further oder confided to the said Elizabeth Lee exclusively and that the said Jacob C. Lee be injoined from interfering in any manner with the said child. And as to the other minor children of the parties to wit: James B and Charles E. Lee no order is now made as to their guardianship. The Court further find that the said Elizabeth Lee is in possession of the household furniture and goods heretofore in the possession of both of said parties as also

one buggy - And it is further ordered by the Court that she hold possession and enjoy exclusively all said property as her own separate property. And the said Jacob B. Lee is hereby enjoined from interfering in any manner with the same. But it is hereby ordered that the said Jacob B. Lee have the privilege of visiting the said Minnie H. at such times as may be reasonable and proper and violation of this privilege by the party may be reported to this Court. It is further ordered by the Court that the plaintiff Elizabeth Lee pay all the costs of this Divorce suit except the witness fees of I. P. McDowell, T. Amos and L Amos witnesses called by him but not examined - Also that he pay the costs of the depositions of witnesses taken by him in this case before H. B Black Notary public of Madison County Ohio and also the costs made on the Injunction and attachment.

Attest John L. Burgner. Clerk.
By Nellie Roney. 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 Twenty Second day of February in the year of our Lord, one thousand eight hundred and Eighty six Hereto for. to wit: -

On the thirty first day of August A.D. 1883 the following Petition was filed with the Clerk of said Court, to wit:

Petition 4313

R. A. Glick Plaintiff
— vs —
P. E. Wynegar, Defendant

Court of Common Pleas
Union County, Ohio

Petition

The Plaintiff, R. A. Glick says that on the 23" day of Aug. A.D. 1883 he entered into agreement with the Defendant P. E. Wynegar, for the purchase of the stock of goods then in possession of the said Wynegar in Richwood, Ohio, consisting of dry goods, Groceries Boots and shoes &c, which agreement was reduced to writing, and signed by the Parties and was in substance as follows; said Wynegar, agreed to sell and transfer to said Glick his entire stock of Goods as aforesaid, upon the following terms. Said goods were to be invoiced and all goods that said Wynegar could produce a bill for, were to be invoiced at cost price and all other goods were to be invoiced according to the value placed upon them by the Invoicers. It was further agreed that said Glick would pay said Wynegar for the groceries belonging to said stock of goods, the invoice price and seventy five per cent of the Invoice for all other goods invoiced and delivered to him, in payments as follows, one half in cash on the completion of said Invoice, and the other half in three equal payments at two four and six months, for which said Glick was to execute to said Wynegar notes, said Invoice was to begin on

the 24th day of Aug. 1883, and continue from day to day until completed, when said Glick was to have full possession, thereof. Said Wynegar also agreed to transfer to said Glick his interest in his lease of the Room, occupied by him as a store room, which lease would run to May first 1884. Said Glick agreed not to sell out said goods or allow the stock to run down in quantity until said notes were paid It was further agreed that said Invoice should be made by two disinterested men, one to be selected by each party.

Plaintiff says that he paid said Wynegar the sum of fifteen dollars on said contract on said 24th day of Aug— and that he was, ready, willing and fully prepared to proceed on said day with the invoice of said goods as per said agreement, and demanded of said Wynegar, that he Select a disinterested man, according to said agreement, to make said Invoice. That said Wynegar thereupon selected one Charles Wright (a man who has been engaged with said Wynegar in his Mercantile business ever since he commenced the same in Richwood about the 1st of February 1883 as an interested party having furnished a large portion of the Capital to carry on said business, and being the Manager of said business and a silent partner therein) as the man to make said invoice on the part of said Wynegar to which selection the Plaintiff objected. But upon being positively assured by Wynegar that Wright was wholly disinterested. The Plaintiff consented to allow the Invoice to begin, with one Charles Jacobs participating in the same on behalf of the Plaintiff. That said Invoice was begun and proceeded with from day today until, the 27th day of August 1883. The Plaintiff being convinced by the unfair estimates of said Wright in the valuation of said goods. that he was interested in said sale and invoice and that said Charles Jacobs was wholly incompetent and unable to protect the rights of said Plaintiff in said Invoice, he the Plaintiff at great expense and trouble, procured the services of James Leonard, a merchant of Some, Marion County Ohio, a man wholly disinterested and of long experience in the Mercantile business and of the ability and integrity of character, essential for the correct invoicing of said goods, to assist in the same on his part instead of the said Jacobs.

Plaintiff says he was ready and willing to proceed with said Invoice and complete the same and complete said sale and pay for the same according to said agreement, with the aid and and assistance of said Leonard and consented that said Wright continue as the Invoicer for said Wynegar, on said 27th day of Aug.

But he says the said Wynegar then and there neglected, and refused, to proceed further with said Invoice and sale of said goods and refused to fulfill any part of his said agreement with the Plaintiff and declared to said Glick that, he Wynegar would have nothing further to do with said Invoice and sale of said goods and that he would not transfer said goods or said Lease to him as he had agreed, and the said Wynegar has ever since and does still refuse to comply with his said agreement.

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Plaintiff says by reason of having purchased said stock of goods and procured said Room by his contract with said Wynegar, he ordered at once from New York, a large bill of goods with which to replenish said stock and increase the same, that said bill of goods were by his direction bought and paid for in cash and are now on his hands, without a place to put them on sale. That by reason of said purchase from the Defendant he rented a dwelling house in Richwood and has moved his family from New York to Richwood, that he himself has remained in at heavy expense since said purchase and that by reason of all of which he has incurred great expense and loss of money and time to the amount of $450.00/100

That by reason of said failure and refusal of said Wynegar to perform his said agreement, to Invoice, sell and transfer said goods and said lease to said storeroom, to him according to said agreement, he, the Plaintiff has been damaged and injured in the sum of $500.00/100 - and further, Plaintiff says he has been damaged by the failure of the defendant to perform his said agreement by reason of the said fifteen dollars so as aforesaid paid to the defendant. And by reason of his great expense and Trouble incurred in procuring and paying for the services of the said Leonard and Jacobs, his own time, and other costs and expenses attending the same for the invoice of said goods in the sum of $50.00/100

Wherefore Plaintiff prays judgment against the said defendant, P. G. Wynegar, for the sum of $1000.00/100 one thousand dollars, his damages herein as aforesaid sustained

P. R. Kerr. Atty for Plaintiff.

State of Ohio
Union County ss. | Before me personally came R. A. Glick the Plaintiff who being by me duly sworn says the statements and allegations in the foregoing Petition are true as he believes.

R. A. Glick.

Sworn to before me and subscribed in my presence this 20" day of Aug. 1883

S. H. Van Winkle. Notary Public.

Praecipe — The clerk will issue summons directed to sheriff of Union County, O, endorse thereon Amt. claimed $1000.00/100.

P. R. Kerr Atty for Plaintiff.

Summons — On the 31" 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. | To the Sheriff of the County of Union, Greeting:

We command you to notify P. G. Wynegar that he has been sued by R A. Glick in the Court of Common Pleas of Union County, and that unless he answers by the 29" day of September A.D. 1883 the petition of said Plaintiff R. A. Glick against him 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 10 th. day of September A.D. 1883.
Witness my hand and the seal of said Court this 31 day of August A.D. 1883
Seal
J. L. Bruguer. Clerk.
Endorsed: In action for Amt claimed $1000 00/100
P. R. Kerr. Plffs Atty

Said Writ returned and filed Sept. 10th A.D. 1883 endorsed as follows. to wit:—

Sheriffs Return

The State of Ohio
Union County ss
Sheriffs Return.
Received this Writ August 31" A.D. 1883 at 2 o'clock P.M., and pursuant to it command, on the 4" day of September A.D. 1883, I served the same by delivering a true copy of this writ with endorsements thereon to the within named Defendant.
Service 30 Mileage 256 Cop. 20 John Hohensack Sheriff.
Total $3.06 Union Co. Ohio

Afterwards, on the 13" day of September A.D. 1883 the following entry was made on the Journal of said Court, to-wit:—

Entry

R. A. Slick
---- vs ----
P. G. Wynegar

4913

By agreement of parties the time for answer is extended in this case to Nov. 1st

Afterward, on the 23" day of October A.D. 1883 a motion was filed with the Clerk of said Court which reads as follows, to wit:—

Motion

R. A. Slick Plaintiff
---- vs ----
P. G. Wynegar. Dft.

State of Ohio, Union County ss.
To the Court of Common Pleas.
The Defendant moves the Court for an order striking out from the petition of said Plaintiff as incompetent matter all that part beginning with the words:
"Plaintiff says" on the 13" line of the 5" page, to and ending with the figures "$450 00/100" on the 5" line of the 6" page of said petition
Also to strike out as incompetent matter all that part on the 6" page of said petition, beginning with the words, "and by reason of his great expend-" to and including the figures "$50 00/100" on said 6" page
Defendant says said matters asked to be stricken out are incompetent, irrelevant and surplus matter incumbering the record and tending to mislead the jury on the trial of the case.
J. S Cameron Atty for Defendant

Afterward on the 16" day of April A.D. 1884 an Answer was filed with the Clerk of said Court which reads as follows, to wit:—

Answer.

R. A. Slick Plff.
—— vs ——
P. G. Wynegar Deft

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

Now comes the defendant and for answer to the petition of said plaintiff says: That at the time of his contract set forth in the petition the plaintiff was an utter stranger to Defendant and had as he said just come from New York City. That a part of the terms of said contract of purchase was that said Charles Wright should be one of the Invoicers and the plaintiff select the other and if the two could not agree they were to call in a third party and neither the plaintiff or defendant were to have any thing to say or to interfere in any manner.

The defendant says that said Stock of goods consisted largely of an old stock purchased by defendant much below the invoice and the said defendant was very desirous to make and complete said trade.

That the said Jacobs who was very way honest, capable and competent to invoice having been long engaged in mercantile business and said Wright who was also competent and disinterested began making said invoice under the contract on Friday afternoon and continued all day Saturday. But the Plaintiff in violation of his contract greatly interfered with said invoice and meddled with said invoices but made no objections to their going on with their work.

That on Monday the Defendant and said Wright and Jacobs were on hand at said store ready to go on with the work as per contract = and the Plaintiff came in and ordered the invoicing to cease and gave no reason for the same but then turned and walked out of the Store without saying whether he would return or giving any account whatever for his Conduct.

The defendant kept the store closed until afternoon and then believing and having good cause to believe the Plaintiff had abandoned his contract and knowing that to have his store closed longer without sale would be great loss of custom, the defendant opened the store and put the goods back and opened up trade.

The defendant says that said Plaintiff did not return to said store on Monday until long after business hours and he wholly abandoned his contract and refused to go on and complete the same. The defendant says that by reason of the action of said plaintiff he had his store closed Friday, Saturday and more than half of Monday and that he lost large custom and profit thereby. That there was also a profit in his sale to the plaintiff if said contract had been kept of more than $1000.00 to the defendant.

This defendant says that he denies each and every allegation and averment in said petition not herein admitted and he says that he has been damaged by reason of the neglect and failure of the plaintiff in the sum of one thousand dollars for which sum he asks judgment and for all proper relief.

J. L. Cameron Atty for Defendant

State of Ohio
Marion County ss:

Peter Wagnegar defendant being first duly sworn, deposes and says, that the fact stated and allegations made in his foregoing answer are true as he believes.

P. D. Wagnegar

Sworn to before me and signed in my presence this 16th day of April 1884

J. L. Burgner, Clerk

Entry 4313

Afterwards on the 22nd day of February A.D. 1884 a motion was filed with the Clerk of said Court, which reads as follows:—

R. A. Glick
---vs---
P. & W. Wymegar

Motion

Motions to Reform Answer

Motion

And now comes the plaintiff and moves the Court to require the Defendant to reform his answer by striking out as irrelevant matter, the following words beginning with the word "at" in the 8th line 1st page and ending with the word "city" in the 12th line also the following, beginning with the word, "said" in the 21st line and ending with the word "trade" in the 26th line, also commencing with the word "who" in the 27th line and ending with word, business, in the 30th line, also, beginning with the word, "But", in the 1st line on second page and ending with the word "work" in the 6th line on same page, also beginning at the words, "and gave no reason," in the 12th line on same page and ending with the word, "conduct," in 17th line, also beginning with the word "and" in the 19th line and ending with the word "trade" in the 27th line also beginning with the word "did not" in the 29th line and ending with the wold "he" in the 31st line.

Kerr & Robinson for Plaintiff

Entry

Afterwards, on the 12th day of September A.D. 1884 a Reply was filed with the Clerk of said Court which read as follows; to wit:—

R. A. Glick Plff.
—vs—
P. & W. Wymegar, Dfft.

Reply

Court of Common Pleas, Union County, Ohio

Reply

The said Plaintiff for Reply to the defendants answer says that while admitting that he was a comparative stranger to the defendant and when said agreement was made in writing yet alleges he was able and ready & willing to carry out said contract on his part and the only difficulty arose from the invoice. The plaintiff denies all the other allegations of said answer and prays judgment for damages as he did in his said petition.

P. R. Kerr
Robinson & Piper Attys for Plff.

Verdict

The State of Ohio
Union County Ss.

R. A. Glick, plaintiff being duly sworn deposes & says that he believes the allegations of the above Reply are true

R. A. Glick

Sworn to before me & signed in my presence this 22nd day of April (A.D.) 1884

Seal

J. L. Burgner Clerk.

Entry

Afterward, 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

R. A Glick
vs
P. H. Wymegar

Clerk entry of October Term 1883

4313

This day came the parties by their Attorneys and this cause came on to be heard upon the motion of the defendant to strike out certain parts of plaintiffs Petition on consideration whereof, the Court being duly advised in the premises do order stricken out of said petition the following words to wit: "that by reason of said purchase from the defendant he rented a dwelling house in Richwood and has moved his family from New York to Richwood, that he himself has removed in at heavy expense since said purchase.

As to all other matters said motion is overruled to which ruling of the Court in overruling said motion the defendant excepts.

Entry

Afterward, on the 11" day of March A.D. 1886 an Entry was made on the Journal of said Court which reads as follows, to wit:—

R. A. Glick Plaintiff
vs
P. H. Wymegar. Defendant

No 4313 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:- S. P. Kimball, John Bonham B. P. Mitchell W. P. Guy, Preston Jolley, Madison Baughman, William Heid James Wright, H A. Williams, A S. Turner, J E. Davis E.B. Ashbaugh, 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

Verdict

The State of Ohio
Union County ss.

Feb. Term A. D. 1886

To wit: March 11- 1886

R. A Glick Plff. vs P. H. Wymegar Dft.

We, the jury in this case, being duly impannelled and sworn do find and say that we find for the plaintiff and assess his damages at $15.00

A. P. Kimball Foreman.

Afterwards, on the 25" day of March A D. 1886 an Entry was made on the the Journal of the said Court which reads as follows, to wit:—

R. A Glick
vs
P H. Wymegar

This day this cause came on to be heard.

on motion of the plaintiff to set aside the verdict and for a new trial herein. Whereupon the Court being fully advized in the premises overrules said motion to which plaintiff excepts. It is therefore consid-ered and adjudged by the Court that the plaintiff recover from the defendant said sum of $15.00 being the amount heretofore found due him by the verdict of said jury and it is further ordered and adjudged that the plaintiff pay the costs by him herein made, not heretofore taxed against said defendant, and that said defendant pay all the costs by him herein made including the costs adjudged against him heretofore on continuances and in default thereof for three days execution issue against the party in default. To which judgment &c plaintiff for-ever the plaintiff also excepts. It is further ordered that the records of this Court be kept open for 30 days from the rising thereof for the purpose of allowing and filing a bill of exceptions herein by said plaintiff.

Attest John L. Burgner, Clerk.
By Nellie Roney, 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 Twenty-second day of February in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to wit:—

On the twenty second day of April A.D. 1885 the following Petition was filed with the Clerk of said Court, to wit:—

Petition
4811

Alexander Owens, Plaintiff

versus

The Board of Education,
of York Township, Union County, Ohio Defendant

The State of Ohio
Union County
In the Court of Common Pleas
Civil Action

The plaintiff for his cause of action herein against said defendant alleges: That the defendant is a body corporate organized under the statutes of this state and fully em-powered to enter into the contract and perform the matters herein after set forth.

That on the 24th day of July 1884 the said plaintiff and said defendant entered into a written contract by the terms of which the said plaintiff did agree and contract to furnished the labor and materials and to construct a school-house on a lot situated in York Centre Subdistrict Number two in said York Township, according to certain plans and specifications furnished by said defendants; that the material to be used in the construction of said house was to be the best of the kind and the labor to be done in a thoroughly workman-like manner under the direction and to the satisfaction of the build-ing committee appointed by said defendant and said house to be ready for occupation by the 20th day of October 1884

That in consideration of the aforesaid the defendants agreed and and contracted to pay the said plaintiff as follows:
For material for masonry $575.00 For labor for same $165.00
For material for carpenter and full completion of said house $745.00
For labor for same $164.00 Total $1349.00
That said consideration was to be paid as follows, Two hundred dollars, upon the signing of said contract; one half of the whole amount of said consideration when said house should be properly under roof; the residue when said house should be completed. It was further agreed by and between said parties that in case any alteration or additions should be made in said work that the same should be paid for as follows, if of the same nature or kind as any of that called for by the plans or specifications it should be paid for at the same rate said therefor and if of a different kind it should be paid for as agreed upon by said parties. Copies of said contract plans an specifications are hereto attached and filed marked respectively, "A." "B." "C."

That in accordance with the terms of said contract said plaintiff did furnish the materials of the kind mentioned in said contract and did perform the labor in the manner, indicated therein and did complete said building in a workmanlike manner and did wholly and in every respect perform the conditions of said contract on the part of said plaintiff to be performed.

That on account of the failure of said defendant to pay one half the consideration of said building, when the same was under roof and on account of the inclemency of weather, that said plaintiff was not able to complete said building until the 5th day of December 1884, at which time said work was fully completed, the same was tendered to said defendant and acceptance thereof and payment therefor, was demanded of said defendant both of which were refused. That the only alteration from the specifications was in the foundation and in this to wit: that about 1½ inches by agreement of said parties was not built, making about 22½ perches less of stone therein, for which a deduction of four dollars should be made.

That the only money paid said plaintiff was the $200.00 mentioned in said contract and the balance of said contract price $1149.00 less $4.00 deducted on account of said change in foundation leaving $1145.00, with interest from the 5th day of December 1884 is now due from said defendant to said plaintiff.

Wherefore the plaintiff prays judgment against said defendant for Eleven hundred and forty five Dollars, with interest from the 5th day of December 1884

T. B. & J. W. Dougherty Attorneys for Pff.

The State of Ohio
Hardin County

Alexander Owens being duly sworn according to law, says, he is the plaintiff in the foregoing action and that the facts stated and allegations in the foregoing petition are true as he believes.

Alexander Owens

Sworn to before me and subscribed in my presence this 18th day of April A.D 1885

T.B. Black Notary Public.
Hardin Co: O

(A) This memorandum of agreement by and between the board of education of York tp. Union Co: Ohio Party of the first part and Alex. Owen party of the second part witnesseth that the said party of the second part for the consideration him and after to named does hereby agree and contract to furnish the labor and materials necessary for that purpose and to build and construct a schoolhouse on the lot situated in York Centre, Sub-dist. No 2, in said York tp. according to the plans and specifications hereunto attached and made a part of this contract.

All said material to be of the best of their kind and all the work and labor to be done in a thorough substantial and workmanlike manner under the direction and to the satisfaction of the building committee, appointed by the said board. The whole to be completed ready for use and occupation on or before the 20th day of October A.D. 1884. And for and in the consideration of the furnishing of the materials and the completion of the said work according to the time hereof the party of the first part hereby agrees to pay the party of the second part the following compensation, to wit:- for materials for masonary $375.00 for labor for same $165.00 for material for carpenter and full completion of said house $445.00 for labor for same $167.00. Such compensation is to be paid as follows: $200.00 when this contract and the bond hereunto attached is signed and completed to the entire satisfaction of said Building committee:

One half of the whole amt. when said house is properly under roof. The balance when the whole work is completed and accepted by the said building committee.

It is further agreed by and between the parties that in the case any alteration or additions to be made in or to the work called for by the plans and specifications by order of said building committee or board of education the same shall be paid for as follows: If it be of the same nature or kind as any of that called for by the plans and specifications, it shall be paid for at the price named herein. If it be of any other kind it shall be paid for as may be agreed upon by and between the parties but no alteration or addition to said work shall be construed into a recession or abandonment of this contract.

In testimony whereof the president and clerk of said board of education duly authorized on behalf of said board and the said Alex. Owen have hereunto set their hand and seals this 24th day of July A.D. 1884.

L.D. Wright. President.
G.W. Hornbeck, Clerk.
Alex. Owen

B.

Specifications for the construction of a schoolhouse in the Sub-dist. No 2 York tp Union Co. Ohio.

Do all excavating for the foundations of the depth of 2 ft all excavated earth to be used in filling and grading around the building the most on the lowest ground. The walls must be 4 ft high from bottom of trench to top of wall and in width not less than 16 in. with a 20 in footing course not less than 6 in thick, must be laid up in good lime mortar and show two feet in height above line of grading around the building.

It must be coursed with good blue limestone rock finished with raised joints of mortar, each course must be of uniform thickness from 5 to 7 in. face situated above line of grading. There shall be 3 iron grates in each side of stone wall for ventilation of a common size and heft.

All stone work below ground line must be laid up in best quality of mortar. Build a dwarf wall of brick along under the centre of the floor from the front to the rear part inside of foundations 8 in. thick with 12 in footing course 6 in thick of stone the same quality as used in outside foundation. The brick used to complete the same shall be hard burned and must be laid up in good lime mortar.

Brickwork.

Build the walls above the foundations of a good quality of merchantable hard burnt common brick. Chimney must be built in the centre of the rear end of the building being a part in connection with the wall and the part above the roof to be of hard brick of uniform size, all joints to be well filled with mortar and struck neatly with trowel and plastered smooth inside. Smoke flue must be 10 X 12 in. inside and extend 5 ft. above the comb of the roof. Lay all the joints close and bound every 6th. course in the wall with a heading.

All bed joints to be well filled with mortar and all vertical joints well slushed up. Build all work plumb and straight and true and in every respect finish in a thorough and workmanlike manner and in accordance with plans and elevations. Walls to be 12 in thick. Anchor well the joists and timbers of all floors ceiling and the roof. All outside wall above the foundation to be faced with the best quality of cherry red stock brick laid up with common lime mortar and neatly struck joints. All brick must be thoroughly wet before laid in the walls. All brick must be well bedded in mortar and bleak bound regularly.

Pilasters between all windows, doors and at the corners also to be built in proportion to the size and thickness of the walls.

According to the rules, walls must be so made as to cover the pilasters at the top. Furnish and set all cut stone work connected with the building. The same to consist of keys and sills, window sills must all be 5 in. thick and 7 in wide. Keys above windows and doors must be full 5 in. Doorsills must be 8 X 14 in and all sills must extend 4 in into brick work on each side aperture. All stone to be of best quality of berea stone sawed or sandrubed and properly margined.

There shall be a marble slab placed in front end wall with a proper inscription 20 in wide by 2½ ft long. There shall be one ventilater in front end of ceiling and a scuttle of hatchway at the other end of proper size and transoms over the doors.

Waterlable must be 5 x 9½ in around the entire building on top of stone wall. All joists studding and rough lumber used to be good white or bure oak except upper joists which shall be good pine.

Lower joists to be 2 x 12 in and placed 16 in from center to center.

Upper joists 2 x 10 and placed the same way. The joists must be chamfered about ½ in. in the building. Furnish all lumber, timber and flooring required by the plan and elevations.

The story of the Schoolroom to be 14 ft. between joists. Construct all roof braces to correspond with the elevations and plans, and all well nailed. Viz. Support braces to be 1 x 4 in, oak lath placed as shown on diagram, nailed to every rafter above and to the joist below: Sheeting to be 1 x 2½ in and joists broken and well nailed to every rafter.

The upper joists must have 3 rows of bridging and the lower ones one row, well nailed. 2 brads in each end of every piece.

Grounds will be put up for the finish of all doors, windows and wainscoating. Build and construct the roof in accordance with the elevation in the most thorough and workmanlike manner.

The same to be 37½ degrees pitch and to project 22 in. from walls to the end of rafters. Use best pine x x x brand of shingles 18 in long. Lay 5 in. to the weather true and even. Build all cornices, belts, etc. of a good quality of pine stuff as shown. The floor must be of matched and dressed ash flooring not over 4 in wide, all properly laid, closely jointed and well secretly nailed, covering the entire place. There shall be a platform at the front end between the doors 8 in. high and 6 ft. wide and drop back 10 in. from door on each side.

The ceiling to be lathed with a good quality of pine lath, and all plastering to be 3 good coats of the best lime mortar.

The 3rd coat to be hard finish, the plastering to reach down to the floor. That part of wall on which black board is to be made must contain a large percentage of plaster of paris in the first two coats, last coat hard finish. All the walls shall be built perfectly true with square angles. Wainscoat the schoolroom to the height of the window, stool or mantle all with good 1 x 3 in. well seasoned white ash lumber, matched and grooved and beaded, ¼ round next to floor, and neatly caped at top. The cap on wainscoating, under the black-boards must have a cove worked in the same to hold chalk. All doors and windows and openings throughout the building, finished 8 in. stuff, casing and band mould to be nice ash.

Place transoms over front doors, the size in accordance with the plans of elevation. Doors to be 1¾ in thick with raised moulding inside and outside. There shall be four windows on each side, sash 1¾ in thick, 2 lights in each sash 14 x 40 in. Transom sash 1¾ in thick, 18 x 36 for segment heads.

The frames for windows to be boxed for weights with D. and 6 7/8 in. pine pulley stile. All frames made with the best axle pulleys and all sash hung with the best cord and cast iron weights.

Good sash locks to each window. All windows will have outside blinds 3 fold each, with rocking slatts. Use the best well seasoned white ash threshold for doors and any and all other

trimings or finish required for the proper construction of all parts of the building and works.

The flooring to be not more than 4 in in widdth well seasoned and clear of knots and season cracks and sound.

All doors, sash and blind stuff to be clear white pine. Furnish and fix to place properly on all doors, sash and blinds suitable trimings comprising all locks, bolts butts etc. Doors to be hung with 3 good loose pins wrought butts and have good large brass works, mortice locks, steel keys and best quality of white porcelain knobs and trimings, sash locks to be of best quality, blinds hung with suitable wrought butts and flaps and porcelain knobs etc. transoms hung with transom pivots and fastenings. a row of double clothes hooks, a proper distance above the floor, the same to be fastened securely to a strip firmly fixed in the walls where it is convenient showing smooth walls when plastered. All exterior wooden surface that is usually painted or all except shingles will be painted with 3 coats of white lead and oil of best quality interior work to be well oiled and varnished 3 coats of best quality of varnish. All glass throughout the building as shown to be of the best quality of single thick American glass, all properly set and bedded to place and left whole and sound on the completion of the entire work. The blackboard shall extend between the doors and from doors to first windows on each side, the base placed 2½ ft. from the platform just above the wainscoating on the part of the wall prepared for blackboard.

The same to be covered with patent slating rubbed down and coated until it presents a smooth surface. The hard finish must be thoroughly dry before liquid is put on and not less than 4 ft. wide.

Bell tower shall be constructed as shown in perspective and deck covered with tin and flagged around the posts to prevent any leakage, the tin to be of best I. C. and covered with cut shingles on outside. All ruff material must be of the good quality of seasoned oak. Corner posts 4 x 4 set on a 2 x 6 oak plank fastened securely to the joist. Tower to be 8 x 8 ft. square, height in proportion to building. All shall be well braced and well built with slat shutters to correspond with the same. The shutters to be painted green 3 coats, the balance white, same as heretofore described.

All work and material throughout the entire building must be subject to the approval and acceptance of the building committee.

Each bid must contain the name of each person interested in the same and be accompanied by a sufficient guaranty of a some disinterested person, that if the bid is accepted a contract will be entered into and the performance of it properly secured.

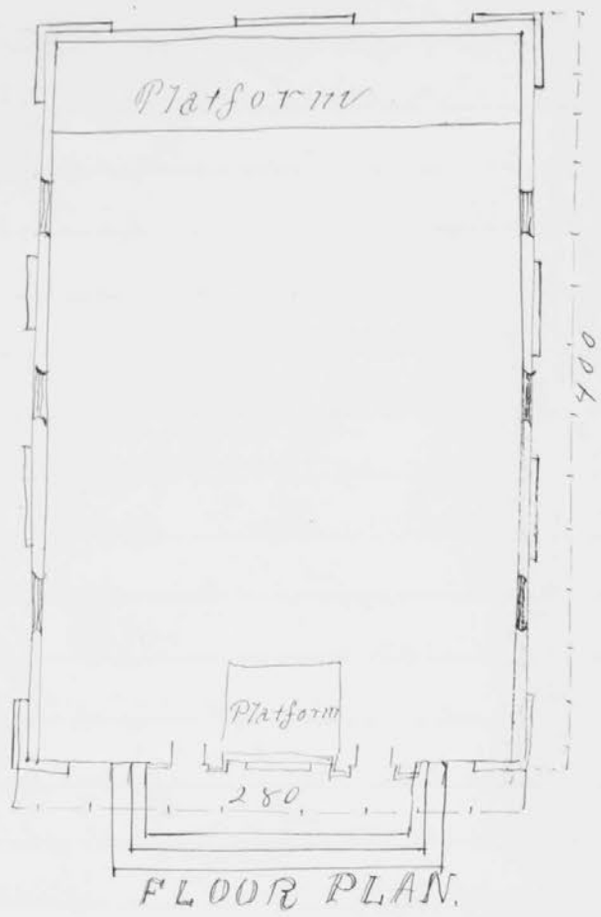
The bids duly sealed must be filed with the clerk at noon by 12 o'clock on the last day stated in the advertisement, a bid for each kind of material called for by the specifications must be stated separately and the price given. The price of labor must also be stated separately.

The builder or contractor shall enter into bond with

the board of education in such sum as the president and clerk may deem necessary for the fulfillment of the contract.

"C"

Size 28 x 40



Alexander Owen, Plaintiff
vs
The Board of Education of
York Township
Union County, Ohio, Defendant

In the Court of Common Pleas
of Union County Ohio

Praecipe for Summons

Praecipe
4811

To the Clerk of said Court:

Issue summons in the above action, returnable according to law. Direct to the Sheriff of Union County.

Endorse. "Action for money only: amount claimed $1145.00 with 6% interest from the 5th day of December A.D. 1884"

Fil. & J. W. Dougherty Attys for Plaintiff.

On the 22nd day of April A.D. 1885 the following 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:

4811

We command you to notify The Board of Education of York Township of Union County, Ohio, that they have been sued by Alexander Owen in the Court of Common Pleas of Union County, and that unless they answer by the 23rd day of May A.D. 1885. the petition of said Alexander Owen against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 4th day of May A.D. 1885.

Witness my hand and the seal of said Court, this 22nd day of April A.D. 1885.

J. Q. Burgan, Clerk.

Seal

clerk

Endorsed: In action for Money only Amount claimed $1145-00 with 6% Int. from Dec 5th 1884

T. & J. W. Dougherty Plaintiffs Attorneys

Said Writ returned and filed May 4-1885 endorsed as follows to wit:-

Sheriffs Return

The State of Ohio }
Union County ss. }

Sheriffs Return.

Received this Writ April 22nd A.D. 1885 at 3 oclock P.M. and pursuant to its command, on the 23rd day of April A.D. 1885. I served the same by delivering to the clerk of the within named Board of Education a true copy of this writ with the endorsements thereon.

Service 30 Mileage 2.56 Cop. 20 Total $3.06 M. Hopkins, Sheriff.

By A. H. Goodwin Depty.

Afterward on the 22nd day of May A.D. 1885 an entry was made in Journal of said Court which reads as follows, to wit:—

Entry

Alexander Owen
vs
The Board of Education
of York Township

4811

On motion of defendant the plaintiff is required to secure the costs in this case according to law, by the 29th day of August 1885 and cause continued.

Afterward on the 8th day of September A.D. 1885 an Answer was filed with the Clerk of said Court which reads as follows, viz:—

Answer

Alexander Owen
Plaintiff

Against - - -
The Board of Educations
of York Township,
Union County, Ohio
Defendant

Answer

4811

The defendant answers the petition of plaintiff, and for first ground of defense admits:

1st That said defendant is a body corporate organized under the laws of this state, and possessed of powers mentioned in said petition. Defendant admits that the contract for the construction and building said school house as set up in said petition, including the plans and specifications therein referred to, and attached to, and filed with said petition, and marked respectively "A" "B" and "C", was entered into between said parties as plaintiff alleges, and for the consideration therein mentioned.

And defendant admits that said plaintiff was to furnish all the materials, and the labor in the construction of said school house, and that the material so used was to be the best of the kind, and the labor was to be done in a thorough substantial and workmanlike manner under the direction and to the satisfaction of the said building committee, and that the house was to be ready for occupation by the 20th day of

of October A.D. 1884. And defendant admits that it paid the sum of two hundred dollars to the plaintiff as therein set forth.

And, in case any alteration or addition should be made defendant does not deny but that the contract relating to the same is correctly stated.

And defendant admits that it refused to accept said school building and to make any further payment therefor over and above said two hundred dollars.

Defendant denies that the plaintiff furnished the material of the kind mentioned in said contract; and denies that plaintiff performed the labor in the manner indicated therein; and denies that the plaintiff constructed or completed said building in a workmanlike manner; and denies that he constructed the same under the direction, or to the satisfaction of said building committee: and denies that the plaintiff performed the conditions of said contract: and denies that plaintiff is entitled to recover any sum of money whatever from defendant by virtue of said contract.

And defendant denies each and every allegation stated in plaintiff's petition, except as above expressly admitted.

II Second ground of defense -

For second ground of defense=defendant says that on the execution of said contract, to-wit - on the 24th day of July A.D. 1884 the defendant having full faith that the plaintiff would perform the conditions of his contract, and furnish the material and construct said school house in accordance with said contract, paid to the plaintiff the sum of Two hundred dollars, yet the plaintiff failed to furnish the material or perform the labor in the construction of said building according to said contract and refused and neglected to perform the conditions of said contract.

The defendant therefore asks judgment against the plaintiff for said sum of $200 00 with interest from the 24th day of July 1884.

III Third ground of defense -

The defendant says that by reason of the refusal and failure of the plaintiff to furnish said material and construct said school-house in accordance with his agreement, the defendant has suffered great damage. That the lot upon which said school house stands is of the value of Two hundred dollars, the use of which they have been deprived of; that on the faith that the plaintiff would perform his contract they purchased seats for said school house to the value of $217.50, and that they have lost the use and benefit of the school house since October 20th 1884, and in consequence of the plaintiff not performing his agreement as to the construction of said house, the defendant was at the expense of frequent meetings of its said Board and a large amount of time was lost by the defendant in endeavoring to have the plaintiff perform the conditions of his contract &c and has therefore been damaged by reason of the premises in the sum of Five hundred dollars.

The defendant therefore prays that it may recover of the plaintiff the sum of ($700.00) Seven hundred Dollars, with interest

Reply

4811

Entry

4811

on $200.00 from July 24th 1884, and interest on $200.00 from October 20 1884, and that the defendant may have such other and further relief as the equity and law of the case may demand.

Porter & Porter Attys for Defendant

George W. Hornbeck being duly sworn makes oath that he is a member of said Board of Education, and is one of the defendants herein, and and that the facts stated in the foregoing answer are true as he believes.

George W. Hornbeck.

Sworn to by George W. Hornbeck before me and signed by him in my presence, this 8th day of September A.D. 1885.

Seal

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

Afterward on the 30th day of September A.D. 1885 a Reply was filed with the Clerk of said Court which reads as follows, to wit: —

Reply

4811

Alexander Owen
Plaintiff
versus
The Board of Education
of York Township,
Union County, Ohio
Defendant

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

Reply.

The plaintiff for reply to the defendant's answer herein and as to the allegations contained in the second and third grounds of defense thereto, denies all the allegations thereof: Except the payment of the $200.00 mentioned therein.

T & J. W. Dougherty, attorneys for Plaintiff.

The State of Ohio
Hardin County

The plaintiff, Alexander Owen, being duly sworn, makes oath and says that the facts stated and allegations in the foregoing reply are true as verily believes.

Alexander Owens.

Sworn to before me and subscribed in my presence this 29th day of September 1885

O M Keckly Not. Public. Hardin Co. O.

Afterwards, on the 13th day of November A.D. 1885 an Entry was made in Journal of said Court which reads as follows to wit.

Entry

4811

Alexander Owen
vs
Board of Education
of York Township

This day again came said parties by their attorneys and the jury here to fore impannled and sworn, and by consent of parties one of the said jurors is withdrawn from the pannel, and the residue of the said jury is discharged from further consideration of the case and the cause is continued at the costs of the defendant. It is therefore considered and

adjudged by the Court that this Defendant pay the costs of this Term of Court.

Afterwards on the 25th day of February A.D. 1886 an Entry was made on the Journal by the Clerk of the said Court which read as follows, to wit;—

Alexander Owen,
Plaintiff,
versus
The Board of Educations,
of York Township,
Hardin County, Ohio,
Defendant.

Civil Action

Entry

The parties appeared and thereupon came the following jury, to wit;- 1 Preston Jolley 2. S.P. Kimball 3. Berry Hannawalt 4. Madison Baughman 5. William Herd 6. John Sibero 7. H.A. Williams 8. A.S. Turner 9. M.P. Guy 10. George Long. 11. Moses Thompson 12. John H. Thompson, who were duly impannled and sworn to well and truly try the issue joined between the parties and a true verdict to render, unless withdrawn a dismissed and thereupon the plaintiff by his attorney stated his claim and the defendant by his attorney stated his defense thereto and thereupon, on motion of the plaintiff and the Court being of opinion it to proper for the jurors to have a view of the School building, situate in York Township of this County which property is the Subject of litigation therein, it is ordered, that the jury be conducted in a body, under the charge of the Sheriff, to said place, and by agreement of parties; it is further ordered that the Sheriff of this county be and he hereby is appointed by the Court as the person to show the jury said place aforesaid and by order of the Court this cause is continued until tomorrow morning for said jury to obey said order aforesaid.

Afterward on the 26th day of February A.D. 1886 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit;—

Alexander Owen,
Plaintiff,
versus
The Board of Educations,
of York Township,
Union County Ohio,
Defendant

Entry
4811

Civil Action

This day came the parties by their attorneys and the jury heretofore impaneled herein and thereupon the plaintiff proceeded to the examination of witnesses and the same not being concluded at the adjournment . The Court adjourned said case until tomorrow morning.

Entry 4811

Afterward, on the 27th day of February A. D. 1886 an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Alexander Owen, Plaintiff,
versus
The Board of Education of York Township, Union County, Ohio, Defendant,

Civil Action

The parties appeared and thereupon came the jury heretofore empaneled herein and thereupon, the defendant proceeded to the examination of its witnesses and the same not being concluded at the adjournment, thereupon the Court adjourned until Monday afternoon at 1 o'clock P. M.

Entry 4811

Afterwards on the 1st day of March A. D. 1886 an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

Alexander Owen, Plaintiff,
versus
The Board of Education, of York Township, Union County, Ohio, Defendant.

Civil Action

The parties appeared and thereupon came the jury heretofore empaneled herein, and the defendant proceeded to introduce testimony herein and the same not being concluded: thereupon the Court adjourned until tomorrow morning at half past eight o'clock.

Entry 4811

Afterward on the 2nd day of March A. D. 1886 an Entry was made in the Journal by the Clerk of said Court which reads as follows, to wit:

Alexander Owen, Plaintiff,
versus
The Board of Education of York Township, Union County, Ohio, Defendant,

Civil Action

The parties appeared and thereupon came the jury heretofore empaneled herein, and the parties concluded the introduction of evidence herein and thereupon the Court adjourned until tomorrow morning at half past Eight oclock.

Entry 4811

Afterwards on the 3rd day of Mar. A. D. 1886 an Entry was made in the Journal by the Clerk of the said Court which reads as follows-

Alexander Owen, Plaintiff,
versus
The Board of Education of York Township, Union County, Ohio, Defendant.

Civil Action

The parties appeared and thereupon came the jury heretofore empaneled herein and the counsel proceeded to the argument of the case and the cause not being concluded, thereupon the Court adjourned until half past eight o'clock tomorrow morning.

Afterward on the 4th day of March A.D. 1886 an Entry was made in the Journal by the Clerk of the said Court which reads as follows, to wit:—

Entry 4811

Alexander Owen, Plaintiff.
versus
The Board of Education, of York Township, Union County, Ohio. Defendant.

Civil Action.

The parties appeared and thereupon came the jury heretofore empaneled herein and the arguments of counsel being concluded, thereupon the Court charged the jury and the jury retired for deliberation in charge of the Sheriff.

Afterwards, on the 5th day of March A.D. 1886 an Entry was made in the Journal by the Clerk of said Court which reads as follows, to wit,—

Entry 4811

Alexander Owen, Plaintiff
versus
The Board of Education, of York Township, Union County, Ohio.

Civil Action.

This day the jury heretofore impaneled and sworn herein, returned into open Court their verdict in writing, whereby said jury upon their oaths do say that they find there is due to the plaintiff, Alexander Owen from the defendant, The Board of Education of York Township, Union County, Ohio, upon the issues joined the sum of Nine hundred and twenty one and 27/100 ($921 27/100) Dollars.

Afterwards, on the 6th day of March A.D. 1886 a motion was filed with the Clerk of said Court which reads as follows, to wit:—

Motion 4811

Alexander Owen
- vs -
The Board of Education of York Township Union County Ohio

Court of Common Pleas, Union County, Ohio.

Now comes the defendant and moves the Court to vacate the verdict rendered in this case, and set the same aside, and grant a new trial in this cause for the following reasons, and upon the following grounds, to wit.

1. The verdict is not sustained by sufficient evidence.
2. The verdict is contrary to law.
3. The verdict was contrary to and in disregard of the charge of the Court.

4. The Court erred in its charge to the jury.
5. The Verdict was for the plaintiff when it should have been for the defendant according to the law of the land.

J. M. Broderick & Porter & Porter
Attys for defendant.

Afterward, on the 25th day of March A.D. 1886 an Entry was made in the Journal by the Clerk of said Court which reads as follows, to wit,-

Entry

Alexander Owen, Plaintiff,
versus
The Board of Education,
of York Township,
4811 Union County, Ohio. Defendant

Civil Action.

This cause was heard on the motion of the defendant to set aside the verdict heretofore rendered herein and to grant a new trial of this cause.

On consideration whereof the Court does overrule said motion, to which ruling the defendant then and there excepted.

It is therefore considered that the plaintiff, Alexander Owen, recover of said defendant, The Board of Education of York Township, Union County, Ohio, the sum of Nine hundred and twenty one 7/100 dollars, and his costs herein expended, taxed to $

It is further ordered that the defendant, The Board of Education of York Township, Union County, Ohio, pay its own costs herein taxed to $, and in default thereof that execution issue therefor to which judgment and decision the defendant then and there excepted. And on motion of said defendant thirty days from the rising of the Court, are granted to said defendant to prepare and file a bill of exceptions herein, and for such purpose it is ordered that the Journals of this Court be kept open.

Attest John L. Burgan. Clerk.
By Nellie Roney. 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 Twenty Second day of February, in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to wit:-

On the fourteenth day of January A.D. 1885 the following petition was filed with the Clerk of said Court. to wit:-

John F Frahn Plaintiff.
vs
Daniel S Ford, Ada May Ford,
Mary Elizabeth Ford, Lewis Asberry Ford,
Florence Lena Ford, and Richard H. Ford
Defendants.

Union County, Ohio,
Common Pleas Court.

Petition - First cause of action -

The Plaintiff says: On the 8th day of December A.D. 1879, the said Defendant, Daniel S. Ford executed and delivered to the Plaintiff his certain promissory note of which the following is a copy:- to wit:

$2100.00 Allen Tp. December 8th 1879

Three years after date I promise to pay to the order of J. S. Frahn Twenty-one Hundred Dollars at 8 per cent interest per annum. interest payable annually

Daniel S. Ford.

The following credits are endorsed on said note, to wit: "Dec 8th 1880, Rec'd on the within note interest 168 00" Dec 8 1881 Rec'd interest to date $168 00" There are no other indorsements or credits on said note.

There is now due on said note to the Plaintiff from the said Defendant Daniel S Ford the sum of $2637.25 which the Plaintiff claims with eight per cent interest from the 14th day of January A.D. 1885.

For a second cause of action the Plaintiff says: The Defendant. Daniel S. Ford and Amanda A. Ford his wife, since deceased, and one Rhoda Ford, also since deceased, on the 8th day of December A.D. 1879 to secure the payment of the note set forth in the first cause of action herein, executed and delivered to the Plaintiff their mortgage deed of that date, and thereby conveyed to the Plaintiff his heirs and assigns the following lands and tenements situate in the said County of Union in the State of Ohio, in the Township of Allen and in the Survey No 158, and bounded and described as follows, to wit: Beginning at a beach, hickory and dogwood, South-easterly corner to Noah Smith's, thence with said Smith's line N 37 W. 65 poles and 2 links to a beech sugar-tree and iron wood, said Smith's Northeasterly corner, Thence N 53 E 127 poles to an ash and water beech: Thence S 37 E 65 poles to an oak and two sugar trees: Thence S 53 W. 127 poles to the beginning, to be 51 2/3 acres more or less, being same conveyed to Daniel S. Ford by will of Grief Ford in 1859. Also the following in the same survey, Beginning at a stone and SE corner of William Grubbs land in the line of Ford's land, thence with said Grubb's line N 36 W 47 poles and 11 links to a stone, thence N. 54 E. 124 poles and 19 links to a stone in the line of Kneppers land, thence S 36 E 47 poles and 11 links to a stone and corner of said Ford's land in the line of said Kaeppers land, thence S. 54 W. 124 poles and 19 links to the beginning, containing 37 acres being the same land conveyed by Jacob Cline and wife to Jno. T. Cooper and by said Cooper and wife to Daniel S Ford in 1869.

Also the following in same survey. Beginning at a stone in the center of the Marysville and Bellefountaine pike and N E corner to Daniel Cline's land, thence with his line S. 36 E 149 4/10 rods to a stone thence N 54 E 17 2/10 rods to a stone, S. W. corner to James Cline's land, thence with his line N 36 W 149 2/10 rods to a stone in said pike, thence with pike S 53 W 17 2/10 rods to the beginning, containing 16 acres, being same land conveyed by Nancy Cline and others to Daniel S. Ford on Nov. 21st 1874.

Also the following, in the same survey, Beginning

at a stone in the center of the Marysville and Bellefontaine pike and N.W. corner to Daniel Ford's land. Thence with said Pike S.55 W. 10 64/100 rods to a stone; Thence S 36 E 149 7/10 rods to a stone; Thence N. 54 E 10 64/100 rods to a stone and S.W. corner to Daniel Ford's land. Thence with his line N. 36 W. 149 7/10 rods to the beginning, containing 10 acres, being same land conveyed by Nancy Cline and others to Daniel Ford Jany 9" 1875.

Also the following in same survey, Beginning at the corner of Daniel S. Ford's land, and center of the Marysville and Bellefontaine pike. Thence with said pike S 55 W 7½ poles to a stake. Thence S 36 E 149½ poles to a stone and line of Ford's land. thence N. 54 E 7½ poles to corner of said Ford's land conveyed to said Ford by Daniel Cline. Thence with said Ford's line N 36 W 149 7/10 poles to the place of beginning containing 7 acres more or less. Being same land conveyed by Achilles Stratton and wife to Daniel S Ford April 10" 1876.

Also the following in same survey: Beginning at a stone at the center of the Marysville and Bellefontaine pike and N.E. corner to Daniel Ford's land, thence with his line S 36 E 149 2/10 rods to a stone, thence N. 54 E 5 5 8/10 rods to a stone. Thence with the line of Reuben Moore N 36 W 133 3/10 poles to a stone, thence N 84½ W 17 3/10 rods to a stone in said pike. thence with said pike S 55 W. 33 7/10 rods to the beginning, containing 50 acres being same conveyed by James Cline and wife to Daniel S. Ford on March 21" 1878

+The condition contained in said mortgage deed was as follows to wit, "If the said Daniel S Ford shall pay or cause to be paid unto the said J. F. Frahn his promissory note of even date herewith for the sum of twenty one hundred dollars due and payable in three years from date with interest at eight per cent per annum payable annually. Then these presents shall be void.

+On the 9" day of December A.D. 1879 at 3½ o'clock P.M. said mortgage was delivered to the Recorder of said County for record and on the 11" day of the same month was duly recorded in Vol. 16 Page 124 Mortgage Records of said County.

+at the time of the execution of said mortgage the said Rhoda Ford had a life estate in the tract of land first above described. After said mortgage was executed, to wit, on the 2" day of January A.D. 1880 the defendant Daniel S. Ford and Amanda A. Ford his wife sold and conveyed all his right title and interest in the premises above described to the said Rhoda Ford who continued to own the same until her death on the 8" day of March A.D. 1882. Prior to her decease, to wit, on the 3" day of January A.D 1880 the said Rhoda Ford executed her last will and testament (which said last will and testament was on the day of A.D. 188 duly admitted to probate in the Probate Court of said County), and thereby conveyed the said premises to the children of Daniel S Ford, to wit. Ada May Ford, Mary

Elizabeth Ford, Lewis Asberry Ford, and to any children of his that may come to him during his life time." No other children have since come to the said Daniel S. Ford Except Florence Lena Ford and Richard H. Ford who are made defendants herein. Plaintiff therefore asks judgment against the said Defendant Daniel S. Ford for the sum of $2637.25 - with eight per cent interest from the 14" day of January A.D. 1885; that said premises may be sold and the proceeds applied to the payment of said judgment, and for such other and further relief as is just and equitable. John F. Frahm.

By Walter L. Weaver, his Atty.

The State of Ohio
Union County Ss.

Walter L. Weaver being sworn says, that he is the attorney of the Plaintiff duly authorized herein that the Plaintiff is not a resident of said Union County, and that the facts stated in the foregoing petition are as affiant believes true.

Walter L. Weaver.

Sworn to before me and signed in my presence this 14" day of January A.D. 1885.

J. L. Burgner, Clerk.

Sheriff's Return. + 4686

Entry 4686

Praecipe

John F. Frahm Plaintiff
vs
Daniel S Ford, Ada Mary Ford
Mary Elizabeth Ford and
Lewis Asbery Ford, Defendants

Union County Ohio
Common Pleas Court.

To the Clerk:

Issue summons for the Defendants above named. returnable according to law. Endorsed. amount claimed $2637.25 - with 8 per cent intrest from January 14" 1885 - foreclosure of mortgage, and other equitable relief.

Walter L. Weaver. Atty for Plaintiff

On the 14" day of January A.D. 1885 the following
+ Summons was issued by the Clerk of said Court which reads as follows:

Summons

Summons.

The State of Ohio
Union County ss.

To the Sheriff of the County of Union, Greeting:

We command you to notify Daniel S. Ford, Ada May Ford, Mary Elizabeth Ford, Lewis Asbery Ford Florence Lena Ford and Richard H. Ford, that they have been sued by John F Frahm in the Court of Common Pleas of Union County, and that unless they answer the 14" day of Feb. A.D. 1885 - the petition of said John F Frahm 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 26" day of January A.D. 1885. Witness my hand and the seal of said Court this 14" day of January A.D. 1885 -

Seal

J. L. Burgner, Clerk.

Answer. 4686

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Endorsed. In action for foreclosure of Mortgage and other equitable relief. Amount claimed $2637.25 with 8% Int. from Jan. 14" 1885.
Walter L. Weaver Plff's Atty.

Said Writ returned and filed Jan 21 A.D. 1885 Endorsed as follows to wit:

Sheriff's Return. + 4686

The State of Ohio
Union County SS.

Sheriffs Return

Received this Writ January the 14" A.D. 1885 at - o'clock M and pursuant to its command, on the 20" day of January A.D. 1885 I served the same by delivering to the within named Ada M. Ford, and leaving at the usual place of residence of the within named D. S Ford Mary E. Ford Florence Ford Lewis A. Ford and Richard Ford a true copy of this Writ with endorsements thereon.

Marion Hopkins Sheriff.
John Lobensack Deputy.

Afterward on the 18" day of February A.D. 1885 an Entry was made in the Journal by the clerk of said Court which reads as follows, to wit: —

Entry 4686

John F. Frahn Plaintiff
vs
Daniel S. Ford, Ada May Ford
Mary Elizabeth Ford, Lewis Asberry Ford
Florence Lena and Richard H. Ford. Defendants

Union County, Ohio.
Common Pleas Court.
Appointment of Guardian ad. Litem

+ It appearing to the Court that Ada May Ford Mary Elizabeth Ford, and Lewis Asberry Ford, Florence Lena Ford and Richard H. Ford, minor defendants herein have been duly served with summons and have not applied for the appointment of a guardian ad litem, although more than twenty days have elapsed since the return of said summons, on application of the plaintiff it is ordered that John L. Porter be appointed guardian ad litem for said minor defendants and thereupon said John L. Porter accept said appointment.

Afterward on the 18" day of February A.D. 1885 an Answer was filed with the Clerk of said Court which reads as follows, viz: —

Answer. 4686

John F Frahn, Plaintiff.
vs
Daniel S. Ford
et als - Defendants.

Union County, Ohio.
Common Pleas, Court.
Answer of Guardian ad Litem.

+ And now came John L. Porter, guardian ad litem of Ada May Ford, Mary Elizabeth Ford, Lewis Asberry Ford, Florence Lena Ford and Richard H. Ford, minor defendants herein, and for answer to the petition of the plaintiff herein deny all the allegations therein contained except that they are the owners of the premises therein described, and say they are of tender years and ask the Court to protect their rights and to grant them such relief as is proper.

John L. Porter Guardian ad Litem

Afterward on the 18" day of February A.D. 1885 an Entry was made on the Journal by the Clerk of said Court which reads as follows.:-

John F. Frahm
vs.
D. S. Ford et als

Jnr Foreclosure

Entry

4686

This day came on this cause to be heard upon the motion of Joseph. W. Cummings as Administrator of the Estate Robert Smith deceased for leave to said Joseph W. Cummings as said Administrator to file an answer an cross petition in above case for said Estate and the Court being fully advised in the premises: It is considered and ordered by the court here that such leave be granted and the said Joseph W. Cummings as said administrator be given thirty days from the rising of this Court to file such answer and cross petition.

Afterwards on the 18" day of Feb. A.D. 1885 an Entry was made in the Journal by the Clerk of said Court which reads as follows to wit:

John F Frahm,
Plaintiff,
vs
Daniel S Ford, Ada May Ford,
Mary Eligabeth Ford. Lewis Asberry Ford,
Florence Lena Ford and Richard H. Ford.
Defendants

Entry

Union County, Ohio.
Common Pleas Court.
Entry of Judgment and Decree

This day came the Plaintiff by Walter L. Weaver his attorney, and the said Defendant Daniel S Ford having failed to answer or demur to the petition herein is adjudged in default: and it further appearing to the Court that the defendants Ada May Ford, Mary Elizabeth Ford, Lewis Asberry Ford, Florence Lena Ford and Richard H. Ford minor defendants herein have by John L. Porter their guardian ad litem, filed their answer herein, this cause came on to be heard upon the petition of the plaintiff, the answer of the guardian ad litem exhibit and testimony.

Upon consideration whereof, the Court find that the defendant Daniel S. Ford executed and delivered to the plaintiff the promissory note sued upon in the first cause of action herein, and that there is due and unpaid thereon the sum of Two Thousand Six Hundred and Fifty five 41/100 Dollars ($2655.41): The Court further finds that to secure the payment of said note the said defendant Daniel S. Ford and his then wife Amanda A. Ford and Rhoda Ford executed and delivered to the plaintiff on the 8" day of December A.D. 1879, their mortgage deed for the premises described in the second cause of action herein: That said mortgage was filed for record with the recorder of this county on the 9" day of December A.D. 1879 and was duly recorded in Volume 16 page 134 of the mortgage records of said County, and is the first and best lien on said premises therein described: That the said Rhoda Ford died after the execution and delivery of said mortgage and before the commencement of this suit and that the said defendants Ada May Ford, Mary

Order of Sale +

4686

Elizabeth Ford, Lewis Asberry Ford, Florence Lena Ford, and Richard H. Ford are the heirs of said Rhoda Ford under and by virtue of her last will and testament which has been duly admitted to probate in the Probate Court of this County: That the condition of defeasance in said mortgage has been broken and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed.

It is therfore ordered adjudged and decreed by the Court that the plaintiff recover from the said Daniel S Ford the said sum of Two Thousand Six Hundred and Fifty-five and 41/100 Dollars ($2655.41) and his costs herein expended taxed to $. and it is further ordered & decreed by the Court that the defendants equity of redemption be foreclosed, and that unless the said defendants shall pay or cause to be paid to the Clerk of this Court the costs in this case and to the said plaintiff the said sum of $2655.41 with eight per. cent interest thereon from this 18th day of February A.D. 1885 within thirty days from this date, an order issue to the Sheriff of this County commanding him to sell said premises as upon execution and bring the proceds thereof into Court for further order.

+

Afterward on the 26th day of March A.D. 1885 an order of sale was issued to the Sheriff of Union County Ohio which reads as follows.

Order of Sale.

Order of Sale +

7686

The State of Ohio
Union County SS.

To the Sheriff of said County, Greeting:

Whereas at a term of Court of Common Pleas held at Marysville in and for the said County on the 18th day of February A.D. 1885, in the cause of John F. Frahn Plaintiff, and Daniel S. Ford et als Defendants: said John F. Frahn obtained a judgment or decree against the said Daniel S. Ford for the sum of Twenty six hundred Fifty five & 7/100 Dollars, and — Dollars cost of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Daniel S. Ford shall within 30 days from the 18th day of February, A.D. 1885, pay unto the said John F. Frahn the said sum of Twenty six hundred & fifty five and 41/100 dollars with interest from 18th day of February, A.D., 1885 at the rate of 8 per. cent. per. annum. and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgments and executions at law, to sell the real estate described in the Plaintiffs petition, &c.: And whereas the 30 days aforesaid have fully expired and the said sum of $2655.41 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 township of Allen,

County of Union and State of Ohio, bounded and described as follows: In V. M. S. 158 Beginning at a Beech, Hickory and Dogwood Southeasterly corner to Noah Smith's, thence with said Smith's line N. 37 W. 65 poles and 2 links to a beech, sugartree and Ironwood said Smith's North easterly corner, thence N 53 E 127 poles to an Ash and Waterbeech, thence S 37 E 65 poles to an oak and 2 Sugar-trees. Thence S 53 W 127 poles to the beginning to be 51 2/3 acres more or less being same conveyed to Daniel S Ford by will of Chief Ford in 1859. Also the following in same survey. Beginning at a stone and S. E. corner of William Grubbs land in the line of Ford's land. Thence with said Grubb's line N 36 W 47 poles and 11 links to a stone: thence N 54 E 124 poles and 19 links to a stone in the line of Knepper's land, thence S 36 E 47 poles and 11 links to a stone and corner of said Ford's land in the line of said Knepper's land. Thence S 54 W 124 poles and 19 links to the beginning containing 37 acres being the same land conveyed by Jacob Cline and wife to Jno. T. Cooper and by said Cooper and wife to Dan'l S Ford in 1869.

Also the following in the same survey, Beginning at a stone in the center of the Marysville and Bellefontaine Pike and N. E. corner to Daniel Cline's land, Thence with his line S. 36 E 149 7/10 Rods to a stone S. W. corner to James Cline's land, thence with his line N. 36 W. 149 2/10 Rods to a stone in said pike, thence with pike S 55 W 17 2/10 Rods to the beginning, 16 acres being same land conveyed by Nancy Cline and others to Dan'l. S. Ford on Nov. 21, 1874. Also the following in same survey. Beginning at a stone in the center of the Marysville and Bellefontaine pike and N. W. corner to Dan'l. Ford's land, thence with said pike S 55 W 10 6/100 rods to a stone: Thence S 36 E 149 7/10 rods to a stone: thence N 54 E 10 6/100 rods to a stone and S. W. corner to Dan'l. Ford's land, thence with his line N. 36 W 149 7/10 Rods to the beginning containing 10 acres, being same land conveyed by Nancy Cline and others to Dan'l. Ford January 9th 1875. Also the following in same survey, Beginning at the corner of Daniel S. Ford's land and center of the Marysville and Bellefontaine pike, thence with said pike S 55 W 7 1/2 poles to a stake. Thence S 36 E 149 1/2 poles to a stone and line of Ford's land, Thence N 54 E 7 1/2 poles to corner of said Ford's land conveyed to said Ford by Dan'l. Cline, Thence with said Ford's line N 36 W 149 7/10 poles to the place of Beginning containing 7 acres more or less, Being same land conveyed by Achilles Stratton and wife to Dan'l. S. Ford April 10th 1876-

Also the following in same survey, Beginning at a stone at the center of the Marysville and Bellefontaine pike and N. E. corner to Dan'l. Ford's land, Thence with his line S. 36 E. 149 2/10 rods to a stone, Thence N 54 E 55 8/10 rods to a stone, Thence with the line of Reuben Moore N. 36 W 133 2/10 poles to a stone, Thence N. 84 1/2 W 17 3/10 rods to a stone in said pike, Thence with said pike S 55 W 33 7/10 rods to the beginning containing 50 acres, being same conveyed by James Cline and wife to Daniel S. Ford on March 1st 1878

We therefore command you, that you proceed to carry

Sheriff's Return.

Proof of Publication.

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 procedings 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 26" day of March A.D. 1885-

Seal

J. L. Burgner Clerk.

Sheriff's Return.

Sheriff's Return. Said Writ returned filed May 23" A.D. 1885 endorsed as follows, to wit:

The State of Ohio
Union County S.S.

In obedience to the command of the Order of Sale hereto annexed I did on the 21" day of April 1885- summon W.H. Jordon J. Waddel and E. Tallman three disinterested freholders residents of said County, who were by me duly sworn to view and appraise the lands and tenements thereindescribed, and afterward, on the 21" 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 Forty Dollars per. acre. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 22" day of April 1885; I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 23" day of May A.D. 1885; at 2 o'clock, P. M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did on said 23" day of May A.D. 1885-, at the time and place above mentioned proceed to offer said lands and tenements at public sale and then and there came Danl. S. Ford who bid for the same the sum of Seventy seven dollars, per. acre and said sum being more than two thirds of the appraised value thereof, and said Daniel S. Ford 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 Seventy Seven Dollars. per. acre.

Sheriffs fees Total $8.70 M. Hopkins. Sheriff.
Appraisers Fees 3.00 Printers Fees $28.50 By A. H. G. Deputy.

Afterwards, on the 30" day of May A.D. 1885- the following proof of publication was filed with the Clerk of said Court which reads as follows, viz:-

Proof of Publication.

Sheriff's Sale.

John F. Trahin vs Daniel S. Ford — Court of Common Pleas, Union County, Ohio. On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union county, Ohio I will offer at public sale at the north door of the Court House in Marysville, Ohio, on Saturday, May 23. 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 Allen, county of Union, State of Ohio, and known & described as follows: In U.M. Survey No. 158, Beginning at a beech, hickory and dogwood, southeasterly corner to Noah Smith's: thence with said Smith's line north 37 W. 65 poles and 2 links to a beach, sugartree & ironwood, said Smiths northeasterly corner; thence N. 53 E. 127 poles to an ash and waterbeech; thence south 37 E 65 poles to an oak and two sugar trees; thence south 53 W 127 poles to the beginning, to be 51 2/3 acres, more or less, being the same conveyed to Daniel S Ford by will of Elrief Ford in 1859.

Also, the following in the same survey, beginning at a stone and S. E. corner of William Grubb's line N 36 W 47 poles and 11 links to a stone; thence N 54 E 124 poles and 19 links to a stone in the line of Knepper's land; thence S 36 E 47 poles and 11 links to a stone and corner of said Ford's land in the line of said Knepper's land. south 54 W 124 poles and 19 links to the beginning containing 37 acres. the same land conveyed by Jacob Cline and wife to John T. Cooper. and by said Cooper and wife to Daniel S. Ford in 1869.

Also, the following in the same survey: Beginning at a stone in the center of the Marysville and Bellefontaine pike, and N. E. corner to Daniel Cline's land; thence with his line south 36 E 149 4-10 the rods to a stone S. W. corner to James Cline's land; thence with his line north 36 W 149 2-10 rods to a stone in said pike: thence with said pike S 55 W. 17 2-10 rods to the beginning, containing 16 acres, being the same land conveyed by Nancy Cline and others to Daniel S. Ford on November 21. 1874

Also, the following in same survey; Beginning at a stone in the center of the Marysville and Bellefontaine pike, N. E. corner to Daniel Ford's land; thence with said pike south 55 W 10 64-100 rods to a stone; thence south 36 E 149 4-10 rods to a stone; thence north 54 E 10 64-100 rods to a stone and S.W. corner to Daniel Ford's land; thence with his line N 36 W 149 4-10 rods to the beginning, containing 10 acres, being same land conveyed by Nancy Cline and others to Daniel Ford, January 9" 1875.

Also, the following in same survey: Beginning at the corner of Daniel S. Ford's land and the center of the Marysville and Bellefontaine pike; thence with said pike south 55 W. 7½ poles to a stake; thence south 36 E 149½ poles to a stone and line of Ford's land; thence N 54 E 7½ poles to corner of said Ford's land; conveyed to said Ford by Daniel Cline; thence with said Ford's line N. 36 W. 149 4-10 poles to the place of beginning, containing 7 acres, more or less, being same land conveyed by Archilles Stratton and wife to Daniel S. Ford, April 10, 1876.

Also the following in same survey: Beginning at a stone at the center of the Marysville and Bellefontaine pike

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and N.E. corner to Daniel Ford's land; thence with his line south 36 E 149 2-10 rods to a stone: thence north 54 E 55 8-10 rods to a stone: thence with the line of Reuben Moore N 36 W 133 3-10 poles to a stone; thence north 8 1/2 W 17 3-10 rods to a stone in said pike: thence with said pike south 55 W 33 7-10 rods to the beginning, containing 50 acres, being same conveyed by James Cline and wife to Daniel S Ford March 1878

Appraised at $40 per acre.
Terms of sale, cash.

Marion Hopkins. Sheriff.

Walter L. Weaver attorney.
April 22, 1885 - 5w

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 22, 1885:

W. O. Shearer

Sworn to and subscribed before me, this 30 day of May 1885

J. L. Burgner Clerk.

Afterward on the 6 day of June A.D. 1885 an answer and Cross petition were filed with the Clerk of said Court which read as follows, to wit:

John F Frahn.
Plaintiff.
against
D. S. Ford et al.
Defendants

In the Court of Common Pleas,
Union County Ohio
Answer and Cross Petition of D. S. Ford.

Answer Cross Petition

And now comes the said defendant D. S. Ford and for answer to the plaintiff's petition says: That on or about the 2 day of January 1880 he sold and conveyed the said premises in said petition described to Rhoda Ford, a part of the consideration for said premises was the payment by said Rhoda Ford of the said plaintiff's mortgage therein.

By way of Cross petition this defendant says that as a farther consideration for said premises, the said Rhoda Ford executed and delivered to this defendant her three promissory notes for the aggregate sum of Three thousand and one hundred dollars with six percent interest from said 2 day of January A.D. 1880 copies of which notes are hereto attached marked exhibits "A" "B" and "C" and made part hereof.

This defendant says that said Rhoda Ford died on or about the - day of A.D. 188 leaving a last will and testament in which she devised said premises to the children of this defendant.

Defendant farther says that no part of said notes or

interest has been paid and that there is due and remaining unpaid upon said notes the said sum of three thousand and one hundred dollars with six percent. interest from January 2" 1880 and that this defendant has a venders lien on said premises to secure the payment of said promissory notes.

Defendant therefore asks that his said claim be fully protected by the Court and for all other and further relief in the premises.

Brodrick & Mc Campbell,
Attys for said Defendant.

The State of Ohio
County of Union SS.

D. S. Ford the said defendant, being sworn makes oath that the facts stated in the foregoing answer and Cross Petition are as affiant believes, true.

Daniel S Ford.

Sworn to by said D. S. Ford before me and signed by him in my presence this sixth day of June A.D. 1885.

J. D. Burgner Clerk.

Copies of Notes referred to herein.
Exhibit "A"

$1000.00

Three years after date I promise to pay to Daniel S. Ford a bearer the sum of One thousand Dollars with interest at 6 per cent. for value received.

Rhoda her X mark Ford"

January 2" 1880 Attest W. H. Jordan"

Exhibit "B"

"$1000.00 Four years after date I promise to pay to Daniel S. Ford or bearer the sum of One thousand Dollars with interest at 6 per cent. for value received.

January 2" 1880, Rhoda her X mark Ford"
Attest W. H. Jordan"

Exhibit C

"$1100.00 Five years after date I promise to pay to Daniel S. Ford or bearer the sum of Eleven hundred Dollars with interest at 6 per cent. for value received.

January 2" 1880 Rhoda her X mark Ford"
Attest, W. H. Jordan"

Afterward on the 15" day of June A.D. 1885 a motion was filed with the Clerk of said Court which reads as follows, viz:

John T. Traher Plff.
vs
Daniel S. Ford et al.
Defendants

Union County, Ohio.
Common Pleas Court.
Motion to set aside sale.

And now comes the plaintiff by Walter L. Weaver his attorney, and moves the Court to set aside the sale of the premises described in the petition, made by the Sheriff of

Entry
4686
Answer
Motion
4686

this County on the 23" day of May A.D. 1885, for the following reasons, to-wit:

1st Because no proper and lawful bid was made for said premises by Daniel S. Ford to whom said sale was alleged to have been made.

2nd Because the said Daniel S. Ford has not paid to the Sheriff the amount, nor any portion thereof bid by him for said premises at said sale.

John F. Frahm. By
Walter L. Weaver.

Afterward, on the 17" day of June A.D. 1885 an Entry was made in the Journal by the Clerk of said Court which reads as follows, viz:

Entry

John F. Frahm
v
D. S. Ford et als
In Foreclosure

#6886

And now came J. W Cummings as adaministrator of Estate of Robert Smith by his attorney and moved the Court for leave to file his answer and cross petition in the foregoing case and the court being fully advised in the premises do grant such leave and answer filed.

Afterward on the 17" day of June A.D. 1885 an answer was filed with the Clerk of said Court which reads as follows, to wit:-

Answer

John F. Frahm, Plaintiff,
vs
D. S. Ford and others,
Defendants.

Court of Common Pleas, Union County, Ohio.
Answer & Cross Petition of J.W. Cummings Adminis-trator of Estate of Robert Smith Dec'd

And now comes Joseph W Cummings, Administrator of estate of Robert Smith Dec'd & for Answer to the petition of the plaintiff herein by way of cross petition, filed by leave of the Court first had, says:

He is the administrator of the estate of Robert Smith late of Seneca County in said State deceased and that he was duly appointed and qualified and letters were granted to him as such by the Probate Court of said Seneca County on or about the day of 1878

That as such administrator he recovered a judgment against the said D. S. Ford by the consideration of this court in a case wherein J. W. Cummings as administrator as aforesaid was plaintiff and D. S. Ford and others were defendants on which said judgment there remains an unpaid balance of two hundred eighty nine and 76/100 Dollars ($289 76/100) which is due to said J.W. Cumming as said administrator with interest at rate of 8% per annum payable annually and which said judgment was taken on the 19" day of April 1882 and for said balance remains in full force with interest at rate of 8% per annum payable annually from August 29" 1883.

And further the said J. W. Cummings says that on the 19" of April 1883 he recovered a judgment as said administrator against said D. S. Ford for sum of ten hundred fifty four and 90/100 Dollars ($1054.90/100) with interest payable annually at rate of 8% per annum. payable annually. No part of said

judgment has been paid and the Same is still in full force and virtue in law. Said J. W. Cummings says that there is justly due to him ~~as due to him~~ as said administrator remaining unpaid on said first mentioned judgment the sum of two hundred eighty nine & 76/100 Dollars ($289 76/100) with interest at rate of 8% per annum from August 29th 1883 payable annually and on said second named judgment he claims as justly due him as said administrator the sum of ten hundred and fifty four & 80/100 dollars ($1054 80/100) with interest at 8% per cent. per annum payable annually from April 19th 1883.

The said J. W Cummings further says that said D. S. Ford without consideration conveyed his real estate to Rhoda Ford being same premises within petition described with the purpose and intention of avoiding the payment of this claim and to this end has kept the title to said premises in the name of another for some years past.

Said J. W. Cummings therefore asks that an order be made by the Court setting aside said Conveyance and making said judgment a lien on said premises and that out of the proceeds of sale of said premises the Sheriff be directed to pay said judgment in full with all accrued costs thereon and for all other and further relief as equity and good conscience may require.

Robinson & Piper
Attys for J. W. Cummings Adm

State of Ohio
Union County S.S.

S. Piper being duly sworn according to law says that he is one of the attorneys for the said J. W. Cummings as said administrator duly authorized in the premises that said J. W. Cummings is a nonresident of the said County of Union and now absent therefrom and that the facts stated and allegations in his foregoing answer and Cross Petition are as he verily believes true.

S. Piper

Sworn to before me by S. Piper and by him subscribed in my presence this 17th day of June A.D. 1885.

J. D. Burgner Clerk.

Afterwards on the 7th day of July A.D. 1885 an Entry was made in the Journal by the Clerk of said Court which reads as follows: to wit:—

Entry

John F. Fraker,
Plaintiff.
vs
Daniel S. Ford et al.
Defendant

Union County, Ohio.
Common Pleas Court,
Entry setting aside sale.

This day came the plaintiff by Walter L. Weaver his attorney, and this cause came on to be further heard upon the motion of the plaintiff to set aside the sale of the lands and tenements in the petitions described.

Praecipe

Order of Sale

and for the reasons therein stated, which motion was heard upon the evidence argued by counsel and submitted to the court: Upon the consideration whereof the said motion is sustained: And it is ordered by the court that said sale be and the same is set aside.

And it is further ordered by the Court, that an alias execution and order of sale be issued herein at the request of the plaintiff.

Afterwards on the 7th day of July A.D. 1885 the following praecipe was filed with the Clerk of said Court which reads as follows, to wit:

Praecipe

John F Frahm
vs
Daniel S. Ford
et al.

Union County Ohio, Common Pleas Court.
Praecipe

To the Clerk:

Issue an execution and order of sale on the judgment and decree in above case, returnable according to law.

Walter L. Weaver & Hy for Plff.

Afterward on the 7th day of July A.D. 1885 the following Order of Sale was issued to the Sheriff of Union County, Ohio which reads as follows, to wit:-

Order of Sale

The State of Ohio
Union County S.S.

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 17th day of February 1885 John F Frahm obtained a judgment or decree against D. S. Ford et al. for the sum of Twenty six hundred fifty five 70/100 dollars, and — Dollars, costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed that the said D. S. Ford within 30 days from the 17th day of February A.D. 1885 pay unto the said John F Frahm the said sum of Twenty Six hundred fifty-five & 70/100 Dollars. with interest 8% from the 18th day of February 1885 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 Plaintiff's petition, &c. And whereas, the 30 days aforesaid, have fully expired, and the said sum of $2655.71 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 26th day of March A.D. 1885 the following lands and tenements were appraised, advertised and offered for sale, to wit:

Situate in township of Allen, County of Union and State of Ohio, bounded and described as follows: Jn V. M. S. 158: Beginning at a beech, Hickory and Dogwood South easterly corner to Noah Smith's thence with Smith's line N. 37 W. 65 poles and 2 links to a Beech Sugartree and Iron wood said Smith's easterly corner, thence N. 53 E 127 poles to an Ash and waterbeech, thence S 37 E 65 poles to an oak and 2 sugar trees. thence S 53, W 127 poles to the begin

ning to be 57¾ acres more or less, being same conveyed to Daniel S. Ford by will of Grif Ford in 1859

Also the following in the same survey, Beginning at a stone and S E corner of William Grubbs land in the line of Ford's land. Thence with said Grubb's line N. 36 W 47 poles and 11 links to a stone in the line of Knepper's land. Thence S 36 E 47 poles 11 links to a stone and corner of said Ford's land in the line of said Knepper's land. Thence S 54 W 124 poles and 19 links to the beginning containing 37 acres being the same land conveyed by Jacob Cline & wife to Jas. T. Cooper and by said Cooper & wife to Daniel S. Ford in 1869.

Also the following in same Survey, Beginning at a stone in the center of the Marysville and Bellefontaine pike and N.E. corner to Daniel Cline's land, thence with his line S 36 E 149 7/10 rods to a stone, thence N. 54 E 17 2/10 rods to a stone, S. W. corner to James Cline's land, thence with his line N. 36 W. 149 2/10 rods to a stone in said pike, thence with pike S 55 W 17 2/3 rods to the beginning, containing 16 acres being same land conveyed by Nancy Cline and others to Daniel S. Ford on Nov. 21" 1874.

Also the following in the same survey, Beginning at a stone in the center of the Marysville and Bellefountaine pike & N. W. corner to Daniel Ford's land. Thence with said pike S 55 W 10 4/100 rods to a stone, thence S 36 E 149 7/10 rods to a stone; thence N 54 E 10 67/100 rods to a stone and S. W. corner to Daniel Ford's land. thence with his line N. 36 W 149 7/10 rods to the beginning, containing 10 acres, being same land conveyed by Nancy Cline & others to Daniel Ford, January 9" 1875.

Also the following in same survey, Beginning at the corner of Daniel S. Ford's land & center of Marysville and Bellefontaine pike: Thence with said pike S 55 W 7½ poles to a stake. Thence S 36 E 149½ poles to a stone and line of Ford's land. Thence N 54 E. 7½ poles to corner of said Ford's land conveyed to said Ford by Daniel Cline. thence with said Ford's line N. 36 W. 149 7/10 poles to the place of beginning containing 7 acres more or less. Being same land conveyed by Achilles and wife to Daniel S. Ford April 10" 1876.

Also the following in the same survey, Beginning at a stone at the center of the Marysville and Bellefontaine pike & N. E. corner to Daniel Ford's land. thence with his line S 36 E 149 2/10 rods to a stone. thence N 54 E 53 8/10 rods to a stone, thence with the line of Reuben Moore N. 36 W. 133 3/10 poles to a stone, thence N. 84½ W 17 3/10 rods to a stone in said pike. thence with said pike S. 55 W. 33 7/10 rods to the beginning containing 50 acres being same conveyed by James Cline and wife to Daniel S. Ford on March 21" 1878

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:

Sheriff's Return

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40^{00} per acre and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof.

Witness my hand and seal of said Court this 7th day of July A.D. 1885.

[Seal]

J. Q. Burgner, Clerk.

Sheriff's Return

Said Writ returned, filed Aug 22nd A.D. 1885 endorsed as follows, to wit:-

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 1885 cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 8th day of August A.D. 1885 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 8th day of August A.D. 1885 at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House, and there and there came John F Frahn who bid for the same the sum of Twenty six and $\frac{75}{100}$ Dollars pr. acre and said sum, being more two thirds of the appraised value thereof, and said John F Frahn being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Twenty six and $\frac{75}{100}$ dollars pr. acre.

Notice to Printer 30 Poundage 26.20 M. Hopkins, Sheriff.
Total 26.50 Printers Fees 28.50 By A. H. G. Deputy.

Afterwards on the 18th day of Aug A.D. 1885 the following proof of publication was filed with the Clerk of said Court which reads as follows, to wit:-

Proof of Publication

Sheriff's Sale.

John F Frahn
vs
Daniel S. Ford

Common Pleas Court, Union County O.
On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union county, Ohio, I will offer at public sale at the north door of the Court House, in Marysville, Ohio, on Saturday, August 8th, 1885, at or about the hour of 1 o'clock p.m. on said day, the following described realestate, to wit:-

Situate in the township of Allen, county of Union, State of Ohio, and known and described as follows: In U.M. Survey No. 158, beginning at a beech, hickory and dogwood, southeasterly corner, to Noah Smith's; thence with said Smith's line North 87 W. 65 poles and 2 links to a beech, sugartree and ironwood, said Smith's northeasterly corner; thence N 3-3 E 127 poles

to an ash and waterbeech; thence south 37 E 65 poles to an oak and two sugar trees. thence south 53 W 127 poles to the beginning to be 51 2/3 acres, more or less, being the same conveyed to Daniel S Ford by will of Grief Ford. in 1859.

Also the following in the same survey, beginning at a stone and S.E. corner of William Grubb's line north 36 W 47 poles and 11 links to a stone; thence north 54 E. 124 poles and 19 links to a stone in the line of Knepper's land; thence S. 36 E. 47 poles and 11 links to a stone and corner of said Ford's land in the line of said Knepper's land, south 54 W. 124 poles and 19 links to the beginning, containing 37 acres, the same land conveyed by Jacob Cline and wife to John T. Cooper, and by said Cooper and wife to Daniel S. Ford in 1869.

Also the following in the same survey: Beginning at a stone in the center of the Marysville and Bellefontaine pike and N. E. corner to Daniel Cline's land; thence with his line south 36 E 149 4-10th rods to a stone S. W. corner to James Cline's land; thence with his line north 36 W 149 2-10th rods to a stone in said pike; thence with said pike S. 55 W. 172-10 rods to the beginning, containing 16 acres, being the same land conveyed by Nancy Cline and others to Daniel S Ford on November 21" 1874.

Also, the following in the same survey: beginning at a stone in the center of the Marysville and Bellefontaine pike, N. E. corner to Daniel Ford's land: thence with said S 55 W 10 64-100 rods to a stone; thence S 36 E 149 4-10 rods to a stone: thence north 54 E. 10 64-100 rods to a stone and S. W. corner to Daniel Ford's land: thence with his line N 36 W 149 4-10 rods to the beginning, containing 10 acres, being the same land conveyed by Nancy Cline and others to Daniel Ford, January 9" 1875.

Also the following in the same survey: Beginning at the corner of Daniel S Ford's land and in the center of the Marysville and Bellefontaine pike; thence with said pike S 55 W. 7½ poles to a stake; thence S 36 E 149½ poles to a stone and line of Ford's land; thence north 54 E 7½ poles to a corner of said Ford's land, conveyed to said Ford by Daniel Cline: thence with said Ford's line north 36 W 149 4-10 poles to the place of beginning containing 7 acres: more or less, being the same land conveyed by Archilles Stratton and wife to Daniel S. Ford April 16" 1870.

Also the following in the same survey: Beginning at a stone in the center of the Marysville and Bellefontaine pike and N. E corner to Daniel Ford's land: thence with his line south 36 E 149 2-10 rods to a stone: thence N 54 E 55-8-10 rods to a stone: thence with the line of Reuben Moore, north 36 W 133 3-10 poles to a stone; thence north 84½ W 17 3-10 rods to a stone in said pike: thence with said pike S 55 W 33 7-10 rods to the beginning, containing 50 acres, being the same conveyed by

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Entry

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Supplemental Petition

James Cline and wife to Daniel S. Ford, March 1" 1878.
Appraised at $40,00 per. acre. Terms of sale. cash.
Marion Hopkins.
Sheriff of Union County.

Walter L. Weaver, Attorney.
July 8, 1835 - 5 00

The State of Ohio
Union County. S. S.

The undersigned, being dully 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 8" 1885

W. O. Shearer

Sworn to and subscribed before me, this 18" day of August 1885.
Seal
J. L. Burgner. Clerk.

Afterward on the 26" day of October A.D. 1885 an Entry was made on the Journal by the Clerk of the said Court which reads as follows, to wit;

Entry

John F. Fralin.
vs
Daniel S. Ford.

Union County Ohio. Common Pleas Court.

4686

Upon motion of the plaintiff and upon good cause shown, it is ordered by the Court that Lucinda Ford be made a party defendant to this action, and that summons be issued to her as such defendant.

Afterwards, on the 30" day of October A.D. 1885 the following Supplemental Petition was filed with the Clerk of said Court which reads as follows, to wit:

Supplemental Petition

John F. Fralin Plff.
vs
Daniel S. Ford. Defendant

Union County Ohio, Common Pleas Court
Supplemental Petition.

The plaintiff by way of supplement to his petition herein says: That one Lucinda Ford, who has, since the commencement of this action and on motion of the plaintiff been made a party defendant, herein has, or claimed to have, a mortgage lien on a portion of the real estate described in the petition, which said mortgage is alleged to have been executed and delivered to said Lucinda Ford by the said Daniel S. Ford, The exact amount of money secured to be paid by said alleged mortgage is to the plaintiff unknown.

Plaintiff further says that said mortgage has never been filed for record with the recorder of said county, nor ever been recorded in the mortgage record of said county.

Plaintiff further says that when the mortgage sought

to be foreclosed by him in this action was executed and delivered to him, he had no knowledge of the execution and delivery of the alleged mortgage claimed by the said Lucinda Ford to have been executed and delivered to her as aforesaid.

Plaintiff further says that he does not know whether or not the said defendant Lucinda Ford now has a lien on said premises, and demands proof thereof.

Wherefor plaintiff prays, in addition to the prayer contained in his original petition herein, that, in order that the matter in controversy between the parties may be adjusted and the priorities of lien determined. that the said Lucinda Ford, be required to set up her alleged lien in this cause, and for such other and further relief as is just and equitable.

John F Frahn by
Walter L. Weaver. his Atty.

The State of Ohio
Union County Ss.

Walter L. Weaver being duly sworn says he is the attorney of John F Frahn the plaintiff herein: That said John F. Frahn is a non-resident of said Union County: That the statements contained in the foregoing supplemented petition are true as he believes.

Walter L. Weaver

Sworn to before me and signed in my presence this 30 day of October A.D. 1885.

J. L. Burgner. Clerk.

Praecipe

John F Frahn,
vs
Daniel S. Ford,
et al.

Union County, Ohio.
Common Pleas Court.

To the Clerk.

Issue summons upon the petition and amended petition for the defendant Lucinda Ford, returnable according to law, and endorsed foreclosure of mortgage and other equitable relief. Amount claimed $2637.25 with 8% interest from Jan 14 "1885.

Walter L. Weaver.
Atty for Plaintiff.

Summons.

7686

On the 30 day of October A.D. 1885 a summons was issued by the Clerk of said Court which reads as follows:-

The State of Ohio
Union County, S.S.

To the Sheriff of the County of Union, Greeting:

We command you to notify Lucinda Ford, (Impleaded with Daniel S. Ford, Ada May Ford, Mary Elizabeth Ford, Lewis Asberry Ford, Florence Lena Ford and Richard H. Ford) that she has been sued by John F. Frahn in the Court of Common Pleas of Union County, and that unless she

Sheriff's Return

7686

Entry.

7686

answer by the 28th day of November A.D. 1885 the petition of said plaintiff, John F. Frahn 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 9th day of November A.D. 1885.

Witness my hand and Seal of said Court, this 30th day of October A.D. 1885.

Seal

J. D. Burgner. Clerk.

Endorsed, In action for foreclosure of Mortgage and other equitable relief. Amount claimed $2637.25 with 8% interest from Jan. 14th 1885.

Walter L. Weaver Plaintiff's Atty.

This Writ returned filed Nov. 7 A.D. 1885 endorsed as follows, to wit:—

Sheriff's Return

4686

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

Sheriff's Return.

Received this Writ October 30th A.D. 1885, at 9 o'clock A. M. and pursuant to its command, on the 3rd day of Nov. A.D. 1885, I served the same by handing the within named defendant a true copy of this summons with endorsements thereon. Service 30 Mileage 2.00 Copy 20 Total $2.50.

M. Hopkins. Sheriff.
By A. H. Goodwin Deputy.

Afterward, on the 21st day of December A.D. 1885 an Entry was made in the Journal by the Clerk of said Court which reads as follows, to wit;—

Entry.

4686

John F. Frahn Plff.
vs
Daniel S. Ford et al.
Defendants

Union County, Ohio.
Common Pleas Court.
Entry of confirmation of sale and partial Distribution of proceeds.

This day came the plaintiff by Walter L. Weaver his attorney, and thereupon this cause came on to be heard upon the motion of plaintiff to confirm the sale, heretofore made, by the Sheriff of this County, of the real estate described in the petition herein, under the former order of the Court. And the Court on examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is therefore ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser John F. Frahn, by deed according to law, the real estate so sold, and a writ of possession is hereby awarded to put the said purchaser in possession of the said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued upon to be entered upon the record thereof in the office of the recorder of this county.

And the Court coming now to distribute the proceeds of said sale amounting to $4592.09; It is ordered that the Sheriff, out of the said money in his hands pay- First, to the Treasurer of this county, the taxes, penalty, and interest against said real estate to wit $ secondly, the costs of this action taxed at $ Thirdly, to the plaintiff John F. Frahn the sum due him on his note and mortgage sued on in this action with interest to this date to wit. $ 2834.30 Fourthly to the Clerk of this Court the residue of the proceeds of said sale amounting to $ to be held by him until the further order of this Court.

Afterward, on the 25th day of February A.D. 1886 an + Entry was made in the Journal by the Clerk of said Court which reads as follows, to wit:—

Entry + 4686

John F. Frahn
vs
D. S. Ford et al.

Entry

This day this cause came on to be heard upon the Answer and Cross petition of the said D. S. Ford and the answer of John L. Porter guardian ad. litem of the minor defendants herein filed, and the court having heard the evidence finds that the facts therein set forth are true and that there is due to said defendant, D. S. Ford on the notes set forth in said answer and Cross petition the sum of Four thousand two hundred and forty one and 82/100 dollars and that said defendant D. S. Ford has a valid vendor's lien on the premises described in the petition in this case to secure said notes, and the said premises having heretofore been sold and a partial distribution of the proceeds thereof having been made by this court at the last term thereof, the court find that all the remainder of said proceeds, to wit: the sum of $1206.82 shall be paid to said defendant D. S. Ford to be applied on said indebtedness so found due him and that there is nothing left for distribution to said minor defendants and the Clerk of this court is hereby ordered to pay over to said D. S. Ford said sum of $1206.82

Attest John L. Burgner, Clerk.
By Nellie Roney, 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 22 day of February in the year of our Lord one thousand eight hundred and eighty six. Hereto fore, to wit:

Petition

On the 17" day of April A.D. 1880 the following petition was filed with the Clerk of said Court: to wit:

M. L. Stewart Plaintiff
Against
and Job E. Stevenson
Mary P. Stevenson Defendants

The State of Ohio, Union County ss:
In the Court of Common Pleas.
Petition for Money, Sale of Mortgaged Lands, and Relief.

Plaintiff for his first cause of action says:

That on the Eleventh day of January A.D. 1878, the said Defendant Job E Stevenson made and delivered to said plaintiff M. L. Stewart his certain one Promissory Note, a true Copy of which, with all credits and endorsements thereon is in words and figures following, to wit:

"$1000.00/100 "January 11" 1878 "

"One year after date I promise to pay to the order "
"of M. L. Stewart One thousand Dollars at the Commercial"
"Bank of Columbus with eight per. cent interest payable "
"semiannually." "Value received"

"Job. E. Stevenson"

And also his other promissory note of which the following is a copy.

$1000 00/100 January 11" 1878

Two years after date I promise to pay to the order of M. L Stewart, One thousand Dollars at the Commercial Bank of Columbus with eight per. cent. interest payable Semi Annually. Value received.

Job. E. Stevenson.

Each of said notes endorsed "Int paid to July 11-1878"

That said Promissory Notes are due, and no payments have been made thereon, except as shown by said endorsements - Also his 2 other promissory notes copied herein marked "A" & B

That there is now due Plaintiff on said Promissory Notes, from said Defendant Job. E. Stevenson the sum of Two Thousand Dollars ($2000 00), with Interest on $2000 00 thereof, at the rate of Eight per. cent per annum, payable semiannually, from the Eleventh day of July, A.D. 1878, for which amount the Plaintiff asks Judgment.

Copy of said note "A" hereinbefore referred to in the words and figures following, to wit:

"$1000.00/100 January 11-1878"

"Three years after date I promise to pay to the "
"order of M. L. Stewart one thousand Dollars at the Com- "
"mercial Bank of Columbus with eight per cent. interest pay- "
"able Semiannually Value received."

Job E. Stevenson"

Following endorsement appears on said note.

"Int. paid to July 11, 1878"

Copy of said note "B" hereinbefore referred to in the words & figures following, to-wit:

"$1000 00/100. January 11, 1878 "

"Four years after date I promise to pay to the order" of M. L. Stewart One Thousand Dollars at the Commercial" "Bank of Columbus, with eight per cent. interest payable Semi-" "annually. "Value received. "

" Job E Stevenson"

Following endorsements appears on said note -

"Int paid to July 11-1878."

For his second Cause of action the Plaintiff says: That in order to secure the payment of said Promissory Notes set forth in his First Cause of Action, and the Interest accruing thereon, the said Defendants Job E. Stevenson and Mary P. Stevenson executed, acknowledged and delivered to said M L. Stewart, their Mortgage Deed, on said Eleventh day of January A.D. 1878; and thereby conveyed to said M. L. Stewart, his heirs and assigns forever, the following described Premises, Lands and Tenements, to-wit: Situate in the Township of Claibourne, County of Union and State of Ohio, and known as the North half of Survey No. 6228 in the name of John Evans and Edward Owings which said North half of said Survey No. 6228 is bounded and described as follows:

Beginning at large Ash in the Indian Boundary line N. W. corner of Survey No 6161 thence S. 80° W 242½ poles to two Beeches and large Sugar tree, N. E. corner to Survey No 12.654 in the name of Murdock - thence with his line S 10° E 165 poles to a stake in the line of said Survey No. 6228 and equally distant from N. W. corner and the S. W. corner thereof: thence N. 80° E 242½ poles croping the line of the Broad Stage to a stake in the East line of said Survey No 6228 and equally distant between the S. E. corner and N. E corner thereof. thence N 10° W 765 poles to the beginning, containing two hundred and Seventy Eight acres more or less being all the premises conveyed to the said M. L. Stewart by Robert I Sharp Sheriff of Union County in two deeds dated October the 17" 1870 and recorded in Volume 34 pages 344 & 346 in Union County records, and being the same land conveyed by said M. L. Stewart to Job E. Stevenson by deed bearing date Nov 15" A. D 1876 recorded in Book 34 pages 405 in Records of Deeds in Union County. The said Defendant Mary P. Stevenson, wife of said Job E. Stevenson joined her said husband in the execution, acknowledgement and delivery of said Mortgage Deed and thereby did Remise, Release and Forever Quit-claim unto the said M. L. Stewart, his heirs and assigns forever, all her right and title of Dower in and to the above described premises. On the Seventh day of May A. D. 1878, at 3 o'clock 00 minutes P. M. of said day said Mortgage Deed

Precipe

was left for Record in the office of the Recorder of said County. and the same was duly Recorded by him in Volume 14, Page 194 of Records of Mortgage Deeds, on the Tenth day of May, A.D, 1878

Said Mortgage Deed had a certain Condition thereunder written, That if the said Job E. Stevenson, his heirs, assigns, executors or administrators shall well and truly pay said Promissory Notes, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void, otherwise to be and remain in full force and virtue in law.

The Condition of said Mortgage Deed has been broken, and the same has become absolute by the nonpayment of the said Promissory note and Interest accruing thereon.

The Plaintiff has by said Mortgage Deed a good and valid claim upon the premises therein described, which is the first and best lien thereon.

Wherefore, the said Plaintiff prays Judgment against said Defendant Job E. Stevenson for said sum of Two thousand Dollars ($ 2000 00), with interest on $2000 00 thereof at the rate of eight per centum per annum, payable semiannually, from the Eleventh day of July, A.D. 1878 and on $ thereof at the rate of - per centum per annum, from the - day of - A.D. 18-, And Plaintiff further prays, that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied first, to the payment of taxes, if any are due on said premises; second, to the payment of the Costs of this action; and third, to the payment of this Plaintiff's lien in its proper order of priority, and that he may have such other and further relief as in equity he is entitled to.

M. L. Steward
By Robinson & Piper, his Attys

The State of Ohio
Union County ss

L. Piper being duly sworn, says that he is one of the Attys of Plaintiff, that Plaintiff is a nonresident of said County and now absent therefrom and that the matters and things set forth in the foregoing Petition are true as he verily believes.

L. Piper.

Precipe

Sworn to by said L. Piper before me and by him subscribed in my presence, this Seventeenth day of April A.D. 1880.

W. M. Winget, Clerk.

M. L. Stewart Plaintiff
against
Job E & Mary P Stevenson Defts

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

To the Clerk of said Court:

Issue a Summons for said Defendants, Job E Stevenson and Mary P. Stevenson directed to the Sheriff of Hamilton County in the said State of Ohio returnable according to law.

Endorse: "Action for Money, Sale of Mortgaged Premises, and Relief." Amount Claimed $2000.00, with Interest on $2000.00 thereof at the rate of Eight per centum per annum from the Eleventh day of July 1880, payable semi-annually.

April 17, 1880. M.L. Stewart
By Robinson & Piper, his attorneys

Afterwards, on the 17th day of April A.D. 1880 a Summons was issued by the Clerk of said which reads as follows, to wit:

Summons — The State of Ohio, Union County SS. — To the Sheriff of Hamilton County, Greeting:

We command you to notify Job E. Stevenson and Mary P. Stevenson that they have been sued by M.L. Stewart in the Court of Common Pleas of Union County and that unless they answer by the 15th day of May A.D. 1880, the petition of the said M.L. Stewart against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 26th day of April A.D. 1880

Witness my hand and the seal of the said Court, this 17th day of April A.D. 1880

Seal

W M. Winget Clerk.

Endorsed, Inaction for Money & Sale of Mortgaged premises. Amt. claimed $2000.00 with Int at 8% from July 11th A.D. 1878 Payable Semi annually.

Robinson & Piper
Plaintiff's Attorney.

This Writ returned filed April 26th A.D. 1880

Sheriff's Return — endorsed as follows, to wit;

The State of Ohio, County SS.

Sheriff's Return.

1880 April 23rd,

Served the within named Job E. Stevenson and Mary P. Stevenson each with a true copy hereof, by leaving the same at their usual place of Residence.

Sheriffs Fees $2.00

George Weber Sheriff of Hamilton Co.
By H Schlotmann Jr Deputy.

Afterward, on the 22nd day of April A.D. 1880 a Cross petition was filed with the Clerk of said Court

Answer & Cross Petition

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Answer & Cross Petition

which reads as follows, to wit:—

M. L. Stewart, Plff.
vs
Job E. Stevenson et al.

Court of Common Pleas,
Union County, Ohio,
Answer & Cross petition of Ed'd O Stevenson

And now comes Edward O Stevenson by leave of the Court and enters his appearance and files this his cross petition and says that on the 18th day of July 1876 at the regular tax sale of lands in the County of Union State of Ohio, the defendant Job E Stevenson & Wm Rees, the owners of said Survey No 6228 having let the said land become delinquent for taxes, the said Edward O. Stevenson bought said tract of land at said delinquent tax sale July 18-1876 for the sum of $734. 60/100 being the amount then charged thereon as delinquent.

That Wm Rees the owner of the south half of said survey redeemed his half thereof but said Job E. Stevenson did not nor did any one for him redeem or pay the said tax or said sum or any part thereof. The said Edward O. Stevenson has since paid the tax of 1877 amounting to $ & of 1878 amounting to $ but has not paid the tax of 1879. The interest on said original purchase & of said payments of tax amount to $ all of which with interest is a valid and first lien on said North half of said Survey of land. The said Edward O. Stevenson after two years from said sale to him, employed the surveyor of said county F. J. Sager to survey said land so that he could obtain an Auditor's deed and paid him for same the sum of ten dollars Oct. 4 1878 and said Edward O. Stevenson procured an Auditor's deed Oct. 4" 1878 & paid fees $1.25, — the same was recorded & paid $1.00 for recording making a total expense of $12.25/100 which with interest he is entitled to a decree on said land.

Therefore said Edward O Stevenson asks a decree for said sums and interest and an order of sale of said premises to pay same & for other proper reliefs.

Robinson & Piper Attys for Edward O. Stevenson.

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

J. W Robinson being duly sworn, deposes and says he is Atty for Edward O. Stevenson, who is not a resident of said County of Union is absent therefrom & this affiant believes the allegations of the foregoing cross petition are true.

J W Robinson

Sworn to before me and signed in my presence this 22" of April 1880

W. M. Winget Clerk.

Motion

Afterward, on the 15th day of May A.D. 1880 a Motion was filed with the clerk of the said Court which reads as follows to wit;

M. L. Stewart
vs
Job E. Stevenson et al.

The State of Ohio, Union County.
Court of Common Pleas
Motion to set aside Service & Summons

Now comes the defendant Job E. Stevenson and appearing for that purpose only, as to the first cause of action set forth in the petition, moves the Court herein to set aside the summons herein because the same was not duly served within the county.

Job E. Stevenson.

Entry 3616

Motion

Afterward, on the 15th day of May A.D. 1880 a Motion was filed with the clerk of said Court which reads as follows, to wit;

M. L. Stewart,
vs
Job E. Stevenson et al.

State of Ohio, Union County.
Court of Common Pleas
Motion to make petition more definite and certain.

Now comes the defendant Job E. Stevenson and appearing herein to the second cause of action of the petition only and for that purpose only moves the Court herein to make such order as shall require the plaintiff to make said cause of action more definite and certain in this, to wit: that shall state what amount if any is due and unpaid upon said promissory notes, and whether or not they are still held and owned by the plaintiff.

Job E. Stevenson. Deft.

Entry 3616

Demurrer

Afterward, on the 24th day of May A.D. 1880 a Demurrer was filed with the clerk of said Court which reads as follows, to wit:— M.L. Stewart vs Job E Stevenson et als.

Demurrer.

Now comes Job E. Stevenson defendant and as to the petition therein and the first cause of action therein contained he demurrs thereto.

And as to the second cause of action therein contained he demurs thereto.

Job E. Stevenson Deft.

Entry 3616

Demurrer.

Afterward, on the 15th day of May A.D. 1880 a demurrer was filed with the clerk of the said Court which reads as follows, to wit:—

M. L. Stewart
vs
Job E. Stevenson et als

State of Ohio Union County.
Common Pleas
Demurrer to Cross Petition

Now comes Job E. Stevenson defendant and appearing for that purpose only.

Demurs to the Cross petition herein of Edward O. Stevenson.

Job E. Stevenson Deft.

Afterward, on the 1st day of May A.D. 1882 an Entry was made in the Journal by the Clerk of said Court which reads as follows; to wit:—

Entry
3616
M. L. Stewart
vs
Job E. Stevenson
Continued by agreement.

Afterward, on the 12th day of September A.D. 1882 an Entry was made in the Journal by the Clerk of said Court which reads as follows. to wit:—

Entry
3616
M. L. Stewart,
vs
Job E Stevenson et als.
Continued

Afterward, on the 17th day of January A.D. 1883 an entry was made in the Journal by the Clerk of said Court which reads as follows: to wit:———

Entry
3616
M. L. Stewart
vs
Job E. Stevenson
In Foreclosure,
This cause continued.

Afterward on the 14th day of January A.D. 1884 an Entry was made in the Journal by the Clerk of the said Court which reads as follows, to wit:—

Entry
3616
M. L. Stewart
vs
Job E Stevenson & others
Continued with leave to Edward O. Stevenson to file cross petition in 30 days.

Afterward on the 7th day of April A.D. 1886 an Entry was made on the Journal by the Clerk of the said Court which reads as follows, to wit:—

Entry.
3616
M. L. Stewart
vs
Job E Stevenson
and others
In Foreclosure.

This day this cause on to be heard upon the answer and cross petition of Edward O Stevenson all other matters in this case having been settled by the parties. the defendant Job E. Stevenson having failed to answer or demur to the answer and cross petition of the said Edward O. Stevenson and the court being fully advised in the premises do find the allegations of the Answer and Cross petition of Edward O. Stevenson to be true.

And that the said Edward O. Stevenson did on the

18th day of January A.D. 1876 buy at regular tax sale the land in the petition described and that he paid therefor the sum of $734.60 to the treasurer of said county the said sum of $734.60— That said Edward O. Stevenson did on the 4th day of October 1878 pay the auditor of said county ten dollars for making Survey of said land for deed $1.25 and for recording the same $1.00 making sum $12.25 paid on said 4th day of October 1878, and that the said auditor did make execute and deliver to said Edward O. Stevenson a deed for said premises. and further the court find that the said Edward O. Stevenson paid tax of 1877 in the sum of $139.37 and also paid tax of 1878 in sum of $151.67 and that there is now due by reason of the premises, leaving balance now due Sixteen Hundred forty five and 18/100 dollars ($1645.18).

On consideration whereof the court do order adjudge and decree that unless the said Job E. Stevenson shall within ten days from the entry of this decree pay or cause to be paid, to the clerk of this court the costs of this case and the said Edward O. Stevenson herein the said sum of $1645.18/100 with interest from the 6th day of April A.D. 1886 said premises shall be sold as upon execution at law and that an order of sale issue therefor to the Sheriff of said county directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this court for further order—

It is further ordered adjudged and decreed that in case the said Job E. Stevenson shall pay the sums herein before directed to be paid before sale made by Sheriff, of said premises, then and in that case that the said Edward O. Stevenson make execute and deliver to the said Job E. Stevenson a good and sufficient quit claim deed for said premises immediately but in case of the failure neglect or refusal of the said Edward O. Stevenson to make such deed then and in that case the decree of this court stand for and take the place of such deed in every respect as fully and completely as if the said Edward O. Stevenson should or would have made such deed of conveyance.

Attest John L. Burgoon, Clerk.
By Nellie Roney, 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

Petition

Summons

District of the State of Ohio on the 22" day of February in the year of our Lord one thousand eight hundred and eighty six. Heretofore to wit:

On the 16" day of September A.D. 1884 the following Petition was filed with the Clerk of said Court, to wit:

Petition

William M. Watson, Plaintiff.
vs
N. M. Hubbard, Defendant.

State of Ohio, Union County
Court of Common Pleas.

Petition.

The said William M. Watson plaintiff, complains of the said N. M. Hubbard defendant for that the said plaintiff is the owner of the following goods and chattles levied on by said N. M. Hubbard as the property of James O. Long, by virtue of executions in his hands as constable of York Township Union County, to wit. one hundred and ten bushels of wheat stored in the house of J. O. Long in Summersville, Ohio, 12 acres of standing corn growing on the Johnson farm, near Summersville, Ohio. and said plaintiff is entitled to the immediate possession thereof; and that the said defendant wrongfully and unjustly detains in his possession the said goods and chattels, and from the said plaintiff; and the said plaintiff further avers that the said defendant did so wrongfully detain the possession goods and chattels for the space of 10 days next before the commencement of this action and wholly deprive the said plaintiff of all use and benefit thereof during all of said time to the damage of the said plaintiff $50.00

Wherefore the said plaintiff prays an order against the said defendant that he may be ordered to deliver to the said plaintiff the said goods and chattles and also a judgment against the said defendant for the said sum of fifty Dollars. his damages so sustained by reason of such unlawful Detention.

J. M Kennedy and
A. H. Kollefroth, Atty for Plaintiff

State of Ohio
Union County ss.

Wm. M. Watson being first duly sworn says the facts and allegations of the foregoing petition are as he believes true.

W. M. Watson.

Sworn to and subscribed before by the said Wm. M. Watson this the 16 day of September A.D. 1884.

J. D. Burgner. Clerk.

Summons

Afterward, on the 16" day of September A.D. 1884 an Summons was issued by the Clerk of said Court which reads as follows, to wit:

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

We commaud you to notify N. W. Hubbard that he has been sued by Wm. M. Watson in the Court of Common Pleas of Union County, and that unless he answers by the 18th day of Oct. A.D. 1884 the petition of the said Wm. M. Watson 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 29th day of Sept A.D. 1884.

Witness my hand and the seal of said Court, this 16th day of September A.D. 1884.

[Seal] J. L. Burgner, Clerk

This Writ returned filed, the 29th day of September A.D. 1884 endorsed as follows, to wit:—

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

Received this writ Sept 16th A.D. 1884 at 10 oclock A.M. and pursuant to its command, on the 17th day of September A.D. 1884, I served the same by leaving a certified Copy thereof with the endorsements thereon at the usual place of residence of N. W. Hubbard the within named defendant. Service 30 Mileage $2.80 Cop. 20 Total $3.30

John Hobensack Sheriff.

Afterward, on the 16th day of September the following Writ was issued by the Clerk of said Court, to wit:

Order for delivery of personal property.

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

W. M. Watson, Plaintiff.
vs
N. W. Hubbard, Defendant.

Order for Delivery etc

To the Sheriff of Union County, Greeting:—

Whereas Wm M. Watson has commenced, in the Court of Common Pleas for the said county of Union against N. W. Hubbard a Civil action for the recovery of the following specific Personal Property, to wit; One Hundred and ten bushels of wheat stored in the house of J. O. Long in Summerville, Ohio 12 acres of standing corn growing on the Johnson farm near Summerville, Ohio, and has filed his affidavit in the Clerk's Office of said Court, in order to obtain an order for the immediate delivery of the said goods and chattels.

This, therefore, is to command you as such Sheriff, to take the said goods and chattels above described and deliver the same to the said Wm M. Watson, Plaintiff in said action. And of this order and your proceedings

thereon make due return on the 29th day of September A.D. 1884.
Witness my hand and the seal of said Court, at Marysville, O, this 16th day of September A.D. 1884.
J. L. Burgner. Clerk.

We, the undersigned, two disinterested persons of County, having been duly summoned and sworn by John Hobensack, Sheriff of said County, and State of Ohio, by Thomas Martin Deputy Sheriff of said County, to assess the value of certain goods and chattels hereinafter set forth, being the same seized by the said John Hobensack Sheriff by virtue of an Order of Delivery issued from the Court of Common Pleas of said County, at the suit of Wm M. Watson Plaintiff, against M. M. Hubbard Defendant, dated the 17th day of September A.D. 1884, we do, upon actual view, appraise the same as follows, viz: One hundred and ten bushels of wheat at $71.50 — 12 acres of standing corn $144.00
(Total) $225.50

This 17th day of September A.D. 1884 A. J. Richardson, A. M. Crawford } Appraisers

Plaintiffs Undertaking in Replevin.

The State of Ohio,
Union County ss: Court of Common Pleas.
Wm M. Watson : Plaintiff.
vs
M. M. Hubbard : Defendant.

Whereas, Wm M. Watson has caused an order for delivery of the following goods and chattels, to wit: one hundred and ten bushels of wheat, 12 acres of standing corn, To be issued out of the Court of Common Pleas within and for the County of Union in a cause now pending in the said Court of Common Pleas, wherein the said Wm M. Watson Plaintiff, and M. M. Hubbard Defendant; and whereas, the said order was delivered to John Hobensack, Sheriff of said County, and the said Sheriff has taken said goods and chattels, and the same have been valued by two responsible persons, under oath, at the sum of Two hundred and Twenty five Dollars; Now, therefore, we Wm M. Watson, John T Moore. J. H. Wall and A L. Wall undertake to the said M. M. Hubbard Defendant in said action, in the penal sum of four Hundred and Fifty Dollars, that the said Wm M. Watson shall duly prosecute his action aforesaid, and pay all costs and damages which may be awarded against him.

J. T Moore
J. H. Wall.
A T Wall.

Signed in my presence, and approved by me, this 18th day of September A.D. 1884.
By T Martin. Deputy. John Hobensack. Sheriff

This Writ returned filed September 17th A.D. 1884 endorsed as follows to wit.

Sheriff's Return.

Sheriff's Return.

according to the command of the within order, I have taken the within named goods and chattels, and have caused the same to be valued by the oaths of A J. Richardson and A. M. Crawford, two responsible men of said County, whose valuation, in writing, is herewith returned; and I have delivered the said goods and chattels to the said Plaintiff, and have taken the undertaking of J. T. Moore, J. H. Wall and A L Wall sureties of said Plaintiff in the sum of $450.00 which undertaking is also herewith returned.

Given under my hand, this 18th day of September A. D. 1884. Service 30 Mileage 2.40 Swearing App. 1.20 Copy .25 Bond .35 Return 25 (Total) $4.75 App. Fee $2.00

John Hobensack. Sheriff.

Afterward, on the 22nd day of November A. D. 1884 an Answer was filed with the Clerk of said Court which reads as follows, to wit:—

Answer.

Wm M. Watson vs M. M. Hubbard } Common Pleas Court Union County, Ohio. Answer.

The defendant now comes and for his answer herein says:

I On Sept. 15th 1884 before H. J. King Justice of the Peace of said County, the plaintiff obtained and had a trial under the Statute of his right of property in the said chattels claimed by him herein as against said executions alleged in the petition

Only 30 bushels of said wheat had been levied upon prior to the commencement of said Statutary proceedings but the other 60 bushels were levied on prior to the trial, and by verbal agreement in open court between the parties on said trial, the decision and finding was to apply to all of it. The whole of said property was claimed by plaintiff to be included in the alleged agreement by virtue of which alone plaintiff claimed his right in said proceedings.

The finding and decision of the Justice aforesaid in said proceeding was that plaintiff had no right to any part of said property and judgment was duly rendered accordingly. And said judgment still stands unreversed and in full force upon his docks and therefore defendant claims that plaintiff cannot have or maintain this action and that defendant is not liable herein.

The said execution in favor of Ed. Malone was for the sum of $34 20 debt and the costs on a judgment, stated August 28th 1884: And was levied on said standing and growing corn and on said 60 bushels of wheat. And said execution in favor of Reed and Butz was for $ debt

and costs on a judgement dated 1884. and was levied on 50 bushels of said wheat.

Said executions have been returned unsatisfied, by reason of this suit.

II The said growing crop is not subject to replevin and this action so far as relating thereto is unauthorized, and cannot be maintained.

III The said plaintiff has commenced an action in error in this court to reverse the findings and decision of said Justice on said trial of the right of property, and said proceeding in error is now pending and undetermined in this court. Therefore this action cannot be maintained relating to the same property, to recover it against the same execution.

IIII Defendant denies that plaintiff has or had at the commencement of this suit any right of property or possession in said property described in the petition and says said property was when levied upon, the property of said J. V Long and was duly levied upon by virtue of execution in his hands as constable ~~to~~ the property of said Long.

And therefore defendant prays that his damages in the premises may be assessed and for judgment accordingly against the plaintiff.

P B. Cole & Son
T B. Benton. Defendants Atty's

State of Ohio
Union County ss.

N. M. Hubbard defendant being sworn says the facts stated and allegations in his foregoing pleading are as he believes true.

N. M. Hubbard.

Sworn to and subscribed before me this 20th day of November A D. 1884.

T. B. Sutton. Notary Public

Afterward, on the 17th day of December A. D. 1884 a motion was filed with the Clerk of said Court which reads as follows, to wit:---

Motion

4619

Wm M. Watson, atty.
vs
N. M. Hubbard Def.

Union Common Pleas.
Motion.

Now comes the Plaintiff and moves ~~to~~ strike out of the answer of the defendants all that part of the answer, beginning with the words, "The finding and decision of justice aforesaid" and including all between that and words "that defendant is not liable herein" be stricken out of said answer as surplusage and not a proper subject of a pleading.

J. M. Kennedy. atty for Pltff.

Demurrer

Afterward on the 17th day of December A.D. 1884 the following demurrer was filed with the Clerk of said Court, which reads as follows, to wit:

Wm M. Watson Plaintiff
vs
N M. Hubbard Defendant

Union County
Court of Common Pleas.

Demurrer to 2nd and 3rd defences

set up in defendants answer and for Cause says the same does not state facts sufficient to constitute a defense to Plaintiff's cause of action.

J. M Kennedy. Atty for Plff.

Entry

4619

Afterward on the 17th day of March 1885 an Entry was made on the Journal by the Clerk of said Court which reads as follows; to wit:

Wm M. Watson
vs
N. M. Hubbard

Common Pleas, Union County, Ohio.
Entry.

Motion to strike from answer overruled Demurrer to 2nd and 3rd defenses of answer sustained overruling of motion to strike excepted to by plaintiff. Sustaining of Demurrers as to each defense excepted to.

Leave granted to amend answer and amended answer filed.

Amended Petition

Afterward on the 28th day of February A.D. 1885 an amended petition was filed with the Clerk of said Court which reads as follows, to wit:----

William M. Watson, Plf
vs
N. M. Hubbard, Deft.

In Union Common Pleas.
Amended Petition.

Now comes the defendant and by leave of the court files this his amended Answer.

I Defendant denies each and every allegation in the petition contained and says said property was the property of J.O. Long at the times of said levies.

II Plaintiff ought not to have his said action against him: because he saith that, before and at the time of taking said property in the petition described and from that time until now, he the said defendant was a constable within and for the Township of York in the County of Union and that being such constable a certain execution a issued by one L. D. Wright under his hand and seal, the said L.D. Wright then being a Justice of the Peace in and for said Township etc- whereby this defendant as such constable was commanded to make of one J.O. Long out of his personal property, the sum of $34.20/100 and interest from Aug. 28, 1884. and $19.25/100 Costs and increase costs $3.00 and make due return thereof according to law. And this defendant saith by virtue of said writ so

issued, he, the defendant did levy upon said growing corn on the 28 day of august A. D. 1884 and 60 bushels of the said wheat on the day of 1884, during the life of said writ, in the petition described, and from the date of said levy held the same in his possession by virtue of said levies until same were replevined in this case.

And on the day of Sept. 1884 by virtue of an execution duly issued by said Justice of the peace to him as such constable returnable according to law commanding him to make of the personal property of said J. O Long the sum of $21.40 and interest from Sept 6" 1884, and $2.50 costs and increase costs $3.50 he duly levied on the remaining 50 bushels of said 110 bushels of wheat in the petition mentioned. as the property of said J O Long. All of said property was in the possession of said Long in said Township on the dates of said levies and until taken possession of by defendant thereunder and remained in defendants control and possession under said levies until taken in replevin is this case.

Said property was at the time of said levies the property of said J.O. Long and defendant by said levies acquired the title of said Long thereto to sell to satisfy said writs and accruing costs, and said sale and application was prevented by this suit and therefore. he prays judgment for the amounts of said suits and damages as hereinafter stated.

3. On the 15" day of September A. D. 1884 plaintiff Wm M. Watson claiming said growing corn to be his property, and having given due notice thereof obtained and had a full trial under the statute of his right of property in the said chattels as against said Executions before H. J. King a Justice of the Peace in and for said County.

On consideration whereof the said Justice of the Peace found that William M. Watson failed to establish his right to any part of said property, and duly rendered judgment against said William M. Watson for the costs of said proceedings.

Said Watson thereafter removed said cause by petition in error to this court since this action was commenced and on consideration thereof said judgment of the Justice of the Peace (King) was duly affirmed by this Court at the September Term 1884. and still remains unreversed and in full force, and plaintiff is thereby estopped to have or maintain this action. Said executions have been returned unsatisfied by reason of this suit. Said property was taken from this defendant in replevin in this suit on the 18" day of Sept. 1884 and turned over to said Wm M. Watson. The amount due on said first execution is $34 $\frac{20}{100}$ with interest from Aug 28 1884 And $21. $\frac{40}{100}$ costs

of which $7.90 is costs of the plff. in said writ. The amount due on said second execution is $21.60/100 with interest from Sept. 6th 1884 and $6.45 costs. Only 50 bushels of said wheat had been levied on prior to the commencement of said statutary proceedings, but the other 60 bushels thereof were levied on aforesaid prior to the trial; and the parties to said trial agreed verbally in open Court in said trial that said trial should settle the matter as to the whole of said wheat.

The last 60 bushels as well as the 50 bushels,

The whole of said property was claimed on said trial to be his said Watsons by virtue of a certain written agreement offered by him in evidence therein.

Plaintiff had not acquired and never claimed to have acquired any right to said property between the time of said trial of his right and the commencement of this suit and is by said trial and judgment estopped to claim said property or any part thereof in the action.

The damages of this defendant by reason of the premises are $25.00. Said property was of ample value to pay said execution in full, and the satisfaction thereof by a sale of said property was prevented by this suit replevin

Defendant prays that his damages in the premises may be assessed and that he have judgment for the said sum of $25.00 his damages aforesaid for all proper relief.

P. B. Cole & Son attys for Dft.

State of Ohio
Union County ss.

M. M. Hubbard the Defendant being sworn says the facts stated and allegations in his foregoing pleading are as he believes true.

M. M. Hubbard.

Sworn to and subscribed before me this 25th day of February 1885.

E. E. Cole. Notary Public.

Afterward on the 14th day of March A.D. 1885 a Demurrer was filed with the Clerk of said Court which reads as follows, to wit:

Demurrer.

William M. Watson Plff.
vs
M. M. Hubbard Deft.

Union County, Court of Common Pleas
Demurrer.

Now comes the plaintiff Wm. M. Watson & Demurs to the 2d defense set out in the defendants amended answer and for cause says:

Said second defense does not state sufficient facts to cause a valid defense and this action.

J. M. Kennedy &
H. Hollefroth Attys

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afterward, on the 2nd day of June A.D. 1885 the following Entry was made in the Journal by the Clerk of said Court which reads as follows.

Entry

Wm M. Watson
vs.
N. M. Hubbard

Entry.

This day this cause came on to be heard upon the demurrer to 3rd defense in Def. answer and the court being fully advised in the premises does sustain said demurrer to which Ruling of the Court the Defendant except.

afterward, on the 2nd day of June A.D. 1885 the following Reply was filed with the Clerk of said Court, to wit:-

Reply.

William M. Watson, Plaintiff
vs
N. M. Hubbard, Defendant

Now comes the Plaintiff and for reply to the defendants answer, says, that he denies that the property described in his petition or any part was the property of J. O Long, but was the property of the plaintiff.

Plaintiff therefore prays as he prayed in his petition.

J. M. Kennedy and
A. & C. Hollefrotth atty's for Plff.

State of Ohio
Union County SS.

William M. Watson being duly sworn says the facts and allegations are as he believes true.

W. M. Watson.

Sworn to and subscribed before me by the said William M. Watson this the 2nd day June A.D. 1885.

John Van Pearse. Notary Public.

afterward, on the 2nd day of June A.D. 1885 an

Entry.

Entry was made on the Journal of said Court which reads as follows, to wit:

This day came the parties herein by their attorneys: also came the following named persons as Jurors, to wit: J. A. Henderson, David Logan, J. W. Southard, W. H. Corkright, S. S. Smith James O'Brian, William Jordon, George Harris, H. N. Amrine, William Martin, John Flesher and Isaac Willet who were duly impaneled and sworn according to law: And thereupon the case came on for hearing on the pleadings and evidence. And after hearing the evidence, argument of counsel and charge of the Court the jury retired to their room in charge of the Sheriff for deliberation. And now comes said jury into open court with their verdict in writing signed by their

foreman and say:

Civil action.
Verdict May Term. A.D. 1885.

The State of Ohio
Union County ss.

To wit: June 2" 1885

Wm M. Watson. Plaintiff vs H.M. Hubbard. Defendant.

We, the jury in this case, being duly impaneled and sworn do find for the Plaintiff and assess his damages at one dollar.

Wm H. Conkright. Foreman.

Thereupon the defendant filed his motion for a new trial, which was argued by Counsel and submitted and the Court being fully advised in the premises overruled said motion, and this cause came on to be heard upon the verdict of the jury. It is therefore considered by the Court that the plaintiff W.M. Watson recover from the defendant H M Hubbard the said sum of one dollar damages with his costs herein expended taxed to #

To all of which judgement and orders the defendant by his attorneys then and there excepted.

Afterwards, on the 2" day of July A.D. 1885 an Entry was made in the Journal of said Court which reads as follows. to wit:

Entry

Wm. M. Watson Pff. vs H. M. Hubbard Dft. — Common Pleas Union County. Bill of Exceptions.

Now comes the defendant 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. July 2" 1885.

Approved { Caleb H. Norris Judge.

Petition

5086

Afterward, on the 3" day of Dec. 1885 this cause was remanded from the circuit Court for further proceedings herein.

Finding & Judgment.

W. M. Watson Pf. vs H. M. Hubbard Dft. — Union Common Pleas Finding and Judgment.

This day came the parties by their attorneys, and a jury being waived and both parties orally consenting in open court that the damages in the case be assessed by the court without the intervention of a jury, and the court assenting to the same, this cause was submitted to the Court on the pleadings and evidence. On consideration whereof the Court find that at the commencement of this action the said plaintiff had not the right of proper-

ty in and was not entitled to the possession of the property goods and chattels in his petition described and claimed, But the court find that the defendant then had the right of property in and was entitled to the possession of the said property goods and chattels. And the court assess the damages of the defendant by reason of the premises to $88.13 Eighty eight and 13/100 dollars viz. $57.68 on account of the execution and $30.45 on account of the 2nd execution in defendants amended answer stated.

Thereupon plaintiff moved the court to set aside said findings and assessments and for a new trial, and said motion being submitted was by the Court overruled to which overruling the Plaintiff then excepted asked & was allowed 30 days after the rising of the court in which to file bill of exceptions.

It is therefore considered by the court that defendant recover of the Plaintiff Wm M. Watson the said sum of $88.13 Eighty Eight & 13/100 dollars his damages so assessed, together with his costs herein expended taxed to $

Attest John L. Burgner, Clerk.
By Nellie Roney, 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 24th day of May, in the year of our Lord one thousand eight hundred and eighty six! Hereto-fore, to wit;

On the 14th day of April A.D. 1886 the following petition was filed with the Clerk of said Court, to wit: -----

Petition

5086

Elmira O. Spencer, Plaintiff.
vs
William H. Spencer, Defendant.

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

And now comes the plaintiff and for cause of action herein against the said defendant says.

That she has been a resident of the State of Ohio for the year last past, and has a bonafide residence in the County of Union.

That on or about the 11th day of January A.D. 1868 she was married to the defendant at Mingo Champaign County, Ohio.

That the following children were born of such marriage. Francis M. Spencer aged 17 years Susie A. Spencer aged 16 years. Huldah B. Spencer aged 14 years William E. Spencer aged 12 years John M. Spencer aged 10 years. Maggie B. Spencer aged 5 years. That the defendant has in disregard of his marital duties been willfully absent from Plaintiff since the 29th day of April 1A.D. 1883.

That he has been guilty of gross neglect of duty toward plaintiff and failed to provide for plaintiff and her children for more than one year prior to said 29th day of April A.D. 1883, and

compelled plaintiff to support herself and her children by taking in washing while defendant, though able to work, spent his time in idleness and at the saloons in drinking and in company with other women.

Wherefore plaintiff prays that she may be divorced from the defendant, and may restored to her maiden name, and such other and further relief as is proper.

J B. Fulton attorney for plaintiff.

Elmira O. Spencer
vs
William H. Spencer

Union County
In the Court of Common Pleas.

The State of Ohio, Union County ss.

Elmira O. Spencer being first duly sworn according to law says that the residence of the defendant William H. Spencer is unknown and cannot with reasonable diligence be ascertained.

Elmira O Spencer.

Sworn to before me and subscribed in my presence this 14th day of April A.D. 1886

[Seal]

J. Q. Burgner, Clerk.

Afterward, on the 11th day of June A. D. 1886 the following proof of publication was filed with the clerk of said Court: to wit:-

Divorce Notice

William H. Spencer whose residence is unknown, will take notice that on the 14th day of April, 1886, Elmira O. Spencer filed her petition in the Court of Common Pleas of Union County, Ohio, praying that she may be divorced from said William H. Spencer on the ground of wilful absence and gross neglect of duty, and that said cause will be for hearing at the May term of said Court.

Elmira O. Spencer.

J. B. Fulton, attorney. April 21st, 1886 6w

Fees $3.00

Proof of Publication

5086

The State of Ohio
Marion 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 21st 1886

J. H. Shearer.

Sworn to and subscribed before me, this 11th day of June 1886

J. Q. Burgner, Clerk.

Afterward, on the 11th day of June A. D. 1886 an Entry was made on the Journal of the said Court which reads as follows, viz:-

Entry

5086

Elmira O. Spencer Plaintiff
vs
Wm H. Spencer, Defendant

Now came 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 defendant 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 wilful absence from plaintiff since the 29th day of April 1883 and that the defendant had been guilty of gross neglect of duty toward plaintiff as alleged in said petition. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Elmira O Spencer and William H. Spencer be and the same hereby is dissolved and both parties are released from the obligations of the same.

Attest John Q. Burgner. Clerk.
By Nellie Roney. 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six. Heretofore to wit: On the 10th day of April A.D. 1886 the following petition was filed with the Clerk of said Court, to wit:-

Petition

5083

Hattie E. French Plaintiff
Against
Lorengo B. French Defdt.

In Union County Court of Common Pleas.
Petition

Plaintiff has been a resident of the State of Ohio for the year last past and has a bona fide residence in said County of Union. On or about the 1 day of July 1875 at Hamilton, Butler County, Ohio, she was married to the defendant.

The following children were born of such marriage, to wit: Otis B. French aged nine years: Defendant has been guilty of Habitual Drunkenness for three years last past.

Second. Defendant for more than three years last past has failed and willfully neglected to provide plaintiff or her said child with the common necessities of life so that plaintiff has been compelled to live upon her own exertions and aid furnished by friends and relatives, because of the idleness prodigacy and dissipation of the defendant. Defendant has been guilty of gross neglect of duty. Third Defendant has been guilty of extreme cruelty at and toward the plaintiff.

Wherefore the plaintiff prays that she may be divorced from the said defendant and that she may be decreed to have reasonable alimony, the custody of said child, and such other relief as is proper.

Cannon and Woodburn attys for Plff

Afterward, on the 10th day of April A.D. 1886 the following Affidavit was filed with the Clerk of said Court, to-wit:-

affidavit

5083

Hattie E. French Plaintiff
vs
Lorenzo B. French Defendant.

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

State of Ohio Union County ss.

Hattie E. French plaintiff being first duly sworn says that Service of Summons cannot be made in this State on the defendant, Lorenzo B. French that he is not a resident of this State and that his residence is wholly unknown to plaintiff. The plaintiff also says that she is unable to serve the defendant with a notice to take depositions and that this action is for Divorce and alimony and custody of child, that affiant has used due diligence to learn the residence and post office address of the defendant but she has been unable to learn either and both is unknown to her. and further saith not.

Hattie E. French

Sworn to before me and signed in my presence this 10" day of April A.D. 1886

J. D. Herd J.P.

Afterward on the 28" day of May A.D. 1886 the following Proof of Publication was filed with the clerk of said court, to wit:

Proof of Publication 5083

Legal Notice

Lorenzo B. French, whose residence is unknown, will take notice that on the 12" day of April, 1886, Hattie E. French filed her petition in the Court of Common Pleas, of Union county, Ohio, being case No. 5083, praying for a divorce from said Lorenzo B. French on the grounds of habitual drunkenness for more than three years, gross neglect of duty and extreme cruelty; also asking for alimony and custody of child. Said petition will be for hearing on and after May 24" 1886. Defendant is also notified that plaintiff will take depositions in said case at the office of the Prosecuting Attorney in Decatur, Macon county Ill, on Tuesday, the 11" day of May A.D. 1886, between the hours of 8 o'clock a.m. and 8 o'clock p.m. and the taking will be adjourned from day to day if necessary.

Cameron and Woodburn
Attorneys for Plaintiff.

April 14". 1886 -6w

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 14" 1886

W. O. Shearer

Sworn to and subscribed before me, this 28" day of May, 1886.

J. L. Burgner, Clerk.

Entry

5083

Afterwards on the 8" day of June A.D. 1886 an Entry was made on the Journal of said Court which reads as follows, to wit:—

Hattie E French vs Lorenzo B French

This day came this cause on to be heard upon the petition and

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evidence. On consideration whereof the Court being fully advised in the premises finds that due and legal notice has been given to the defendant as required by law.

That the plaintiff had been a resident of this state for more than one year prior to filing her petition and at the time of filing the same was a bonafide resident of said county of Union.

That the defendant has been guilty of habitual drunkenness for more than three years prior to the date at which said petition was filed. and has also been guilty of gross neglect of duty & extreme cruelty.

It is therfore considered and decreed by the Court that the marriage relation heretofore existing between said parties and the same is hereby dissolved and held for naught, and both parties relieved from the obligations of the same.

It is further decreed that the custody and maintenance of said child Otis B. French and the same is hereby given to the Plaintiff and the defendant is enjoined from interfering with the same. It is further ordered that the defendant pay the cost of this proceding taxed to #

Attest John L. Burgner, Clerk.
By Nellie Roney, 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six. Heretofore towit; On the 8th day of April A.D 1886 an petition was filed with the Clerk of said Court which reads as follows, viz:--

Petition

5082

Jennie F Snodgrass Plaintiff
vs
French Snodgrass. Defendant

Court of Common Pleas. Union County Ohio
Petition

The Plaintiff says, she has been a resident of the state of Ohio for more than the year last past. and is now a bonafide resident of Union County Ohio. On or about the 24th day of December A.D. 1883 she married to the defendant in Union County, Ohio.

Defendant for more than eighteen months last past, has failed and willfully neglected to provide plaintiff with the common necessities of life, so that plaintiff has been compelled to live upon the charity of friends and her own exertions because of his idleness profligacy and dissipation - the defendant having a good trade of a Baker in good health and well able to provide for plaintiff.

The plaintiff has always conducted herself towards the defendant as a faithful wife and frequently during said time requested plaintiff to provide for her.

That there is no children born of said marriage-

The plaintiff asks that she may be restored to her maiden

name of Jennie F Johnson. Wherefore plaintiff prays that she may be divorced from the defendant and may be restored to her maiden name and have such other relief as is proper.

D. W. Ayers. atty for Plaintiff

Entry

5082

State of Ohio
Union County ss. } Jennie F. Snodgrass being first duly sworn says the facts stated and allegations in her foregoing petition are as she believes true.

Jennie F Snodgrass.

Sworn to before me and signed in my presence by the said Jennie F. Snodgrass this 8th day of April A.D. 1886.

J. D. Burgner. Clerk.

Clerk:

Precipe

Issue summons and copy of petition for the defend-
and in the above case, to the Sheriff of Union County, Ohio, return-
5082 able according to law. Endorse "Action for Divorce"

D. W. Ayers.

Afterward, on the 8th day of April A.D. 1886 the following summons was issued by the Clerk of said Court which reads as follows, to wit:

Summons

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

5083 You are commanded to notify Trench Snodgrass that Jennie F Snodgrass has filed in the office of the Clerk of the Court of Common Pleas of Union County, said State of Ohio, a petition, (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect of duty, and asking that she be divorced from him, and that she may be restored to her maiden name of Jennie F. Johnson 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 April A.D. 1886.

Witness my signature as Clerk of said Court of Common Pleas and the seal of said Court at Marysville, Ohio, this 8th day of April A.D. 1886

[Seal]

J. D. Burgner, Clerk.

Sheriffs Return

Said Writ returned filed April 17th 1886 endorsed as follows, viz:

State of Ohio
Union County ss. Received this Writ on the 8th day of April A.D. 1886 and on the 10th day of April A.D. 1886, I served the same by handing the defendant a true copy thereof with the endorsements thereon, together with a certified copy of the petition.

Service .60 Copy .30 Mileage .32 Total $1.22

M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

Afterward on the 10th day of June A.D. 1886 an

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Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:

Entry

Jennie F Snodgrass
vs
French Snodgrass.

5082

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer or demurrer to said petition and find that the allegations thereof are confessed by him to be true.

The court also find that 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 bonafide resident of this county of Union and that the parties hereto were married as in said petition set forth. The court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty as charged by the plaintiff in her petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Jennie F Snodgrass and French Snodgrass 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 Jennie F Johnson

It is also ordered that the plaintiff pay the costs herein taxed at $

attest John L. Burgner, Clerk.
By Nellie Robey, 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 24th day of May in the year of our Lord one thousand eight hundred and eighty Six. Heretofore to wit:

On the 1st day of May A.D. 1886 the following petition was filed with the Clerk of said Court, to wit:

Petition

Charles Arthur Plff.
vs
Viola Arthur Deft.

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

The plaintiff says that he is now and for more than one year last past has been a bona fide resident of said county of Union in the state of Ohio.

That on the 10th of December 1873 he was lawfully married to said defendant in said county. That four children have been born to them of said marriage all living with the plaintiff. viz. Frank aged 12 years. William aged 10 years, Pearl aged 8 years & Carrie aged 6 years. The plaintiff has always conducted himself towards defendant in all respects as a truthful and provident husband should. That the defendant regardless of

our duties as the writ of plaintiff has been guilty of gross neglect of duty this family of little children by many times going away without any good cause and left them to provide for themselves + for weeks would so remain away so that the plaintiff had to take care of the family and carry on his sadling business as best he could

At the times of such absence her conduct with other men was such as to bring great scandal on plaintiff and his children by causing general talk of her want of prudence and propriety and she had carnall intercourse with other men by which she became diseased with venerial disease and finally went off with a travelling photographer in Nov. 1885 sometimes called John Wilson who for a time stopped at Marysville Ohio where she became acquainted with him and plaintiff charges that she in Nov. 1885 at the boarding house of Mrs. Wharton committed adultery with said Wilson and at divers times and places after they left his house in Nov. and Dec. 1885

She is not apt person to have the care of said children.

Plaintiff prays for a divorce and for a decree for the custody of his said children and for other proper relief.

Robinson & Piper Attys for plff.

The State of Ohio } ss
Union County } Charles Arthur being duly sworn depoes and says he believes the allegations of the foregoing petition are all true.

Chas. Arthur.

Sworn to before me and signed in my presence this 1st day of May 1886

[Seal] J. D. Burgner Clerk

To the Clerk: Issue summons to sheriff of Montgomery Co. Ohio & endorse petition for divorce and inclose copy of the petition. She will probably be found at the residence of Wm Hockins No 67 Walnut St. Dayton.

Robinson and Piper.

Afterward, on the 1st day of May A.D. 1886 the following summons was issued by the Clerk of said Court, to wit:---

Summons 5097

The State of Ohio } Summons in Divorce
Union County ss } To the Sheriff of Montgomery County:

You are commanded to notify Viola Arthur that Charles Arthur 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 Adultery &c, and asking that he be divorced from her, and that he may be decreed the control of their said 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 10th day of May A.D. 1886 Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, O., this 1st day of May A.D. 1886. J. D. Burgner. Clerk.

This Writ returned filed May 10 1886, endorsed as follows to wit:-

Sheriffs Return.

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Entry 5097

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Petition 5036

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Sheriffs Return.

The State of Ohio
Montgomery County ss. Received this writ on the 3rd day of May A.D. 1886; and on the 6th day of May A.D. 1886. I served the same by handing to said Viola Arthur a true copy thereof with the endorsements thereon, together with a certified copy of the petition.
Service .60 Copy .50 Mileage 40 Docket .10
Return .25 Postage .04 Total $1.89
Frederick Weis. Sheriff.
By Chas. W. Guenther. Deputy.

Afterward, on the 19th day of July A.D. 1886 an Entry was made in the Journal by the Clerk of said Court which reads, as follows; viz.

Entry

Charles Arthur
vs
Viola Arthur

Divorce

This day came on this cause to be heard on the evidence upon the question of gross neglect of duty by deft. as alleged in the petition. Whereupon the court find said charge of gross neglect of duty sustained and grant the divorce on that ground and the court by the request of the plaintiff order the allegations of other grounds to be stricken out of the petition and omitted from the Record.

It is therefore considered ordered and adjudged by the Court that the plaintiff be and he is divorced from his said wife and said marriage declared null and void & the plaintiff to have the custody of the children and the defendant allowed to see them at reasonable times and places in the presence of a mutual friend at places other than the house of plaintiffs mother and the defendant is enjoined by the Court from interfering with said children or taking either of them from the possession of the plaintiff except as above provided for her seeing them or conversing with them.

attest. John L. Burgner. Clerk.
By Nellie Roney. 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six. Heretofore towit:

On the 11th day of Feb. A.D. 1886 the following petition was filed with the clerk of said Court which reads as follows: to wit:-

Petition

5-1886

John M. Mowry Plaintiff
vs.
Ellen J. Mowry Defendant

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

The said Plaintiff John M. Mowry, complains of the said defendant, Ellen J. Mowry, and says that he 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 said county of Union. That on the 17th day of February A.D. 1874 he was married to the said defendant at the village of Avondale and has ever since said date conducted himself toward the said defendant as a kind, faithful and loving husband and has performed each and every duty incumbent upon him by virtue of his said

marital relations. He further says that no children have been born to them from said marriage. He further says that the said defendant has in disregard of her marital duties ever since the month of October A.D. 1884 been willfully absent from the said plaintiff. He further says that for more than one year last past the said defendant has been guilty of gross neglect of duty towards the plaintiff in this —— to wit:—

That she refused and neglected to cohabit with the said plaintiff and refused to permit any marital intercourse & relation

Plaintiff further says that at the time the said defendant abandoned him he was conducting a large hotel at Magnetic Springs in said County which was known and called the Sanitarian hotel: and for some time before October A.D. 1884 and ever since that date the defendant has refused to assist the plaintiff in the management and conducting of said Hotel and refused to perform any duty devolving upon her as a wife in assisting plaintiff in the management of his said business. Plaintiff further says that during the season of 1884 he had his establishment full of guests and it was absolutely necessary for him to have the assistance of his wife in the management of his said business and to perform reasonable duty on her part but on the contrary she secretly worked against him and against his business and quietly and secretly did what she could to break down and distroy his business and also did many acts and things unbecoming a wife and which were calculated to distroy and break up his family. And plaintiff avers that for some time before the defendant abandoned the said plaintiff and ever since that date she has been working against the plaintiff and has injured him in his reputation and in his business and she has neglected and refused to live with him or to assist in any manner in keeping his family together and in carrying on his hotel and she has also neglected and refused during all of said time to live with him or to cohabit with said plaintiff and has refused him all marital relations.

Wherefore the said plaintiff charges the said defendant with gross neglect of duty for more than one year last past and prays that he may be divorced from her and that he may have all and proper relief in the premises.

By Powell & Ricketts. Plaintiffs attys.

State of Ohio
Marion County ss.

John M. Mowry being by me first duly sworn on oath says that the facts stated and the allegations contained in his foregoing petition are true as he verily believes.

John M. Mowry.

Subscribed in my presence by the said John M. Mowry and by him sworn to before me this 8th day of February A.D. 1886.

O. B. Martin J. P. in and for said county and state.

Clerk: Issue summons with copy of this petition

Summons 5036

Sheriffs Return. 5036

Entry 5036

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attached for the above named defendant. directed to the Sheriff of Richland county Returnable according to law.

Powell & Richetts Plaintiffs attorneys

Afterward, on the 11th day of February A.D. 1886 the following summons was issued by the Clerk of said Court, to wit:

Summons
5036

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

You are commanded to notify Ellen J. Mowry that John M. Mowry has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on her) charging her with gross neglect of duty &c, 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 22nd day of February A.D. 1886.

Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville, O, this 11th day of Feb. A.D. 1886

J. D. Burgner, Clerk.

Sheriffs Return.
5036

This Writ returned filed February 16 A.D. 1886 endorsed as follows, to wit:

Received 8 o'clock A.M. on the 11th day of February A.D. 1886; and on the 15th day of February A.D. 1886 I served the same by delivering to Ellen J. Mowry: a true copy thereof with the endorsements thereon I also at the same time served her, Ellen J. Mowry, with a copy of the petition for Divorce I therefore make this my return February 15th 1886. Service on copy 30 Service on petition 30 Copy. 25 Mileage on Summons 16 Mileage on Petition 16 Docket. 20 Return 40 Postage .02 Total $1.79

B. Flannery, Sheriff.
By J. Day. Deputy.

Afterward, on the 10th of June A.D. 1886 an Entry was made on the Journal by the Clerk of the said Court which reads as follows: to wit:

Entry
5036

John M. Mowry
vs
Ellen J. Mowry

This day 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 the defendant in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by defendant to be true. The Court also find that the plaintiff at the filing of this 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 towards plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore considered and adjudged by the court that the marriage contract heretofore existing between the said John W. Mowry and Ellen J. Mowry be and the same is hereby dissolved and both parties are released from the obligations of the same.

attest John L. Burgner, Clerk.
By Nellie Rowe, 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six. Heretofore Term,

On the 17th day of January A. D. 1882 the following petition was filed with the clerk of said Court, to wit:

Petition. State of Ohio, Union County ss.

Mary Ramsey Plff. Union County, Ohio, Court of Common Pleas.

3973 vs Petition for Divorce.

John W. Ramsey Dft.

The plaintiff says that she has been a resident of the state of Ohio for more than a year last past and is now a bona fide resident of the said county of Union.

2. She further saith, that on the 9th day of March 1879, at Esquire Hurlbut's in Van Wert County Ohio, She was married to the said John W. Ramsey, and that she lived with him as a faithful and obedient wife until on or about the 3rd day of May 1879 when the said John W. Ramsey, as she avers, regardless of his marital duties toward her, the plaintiff, wilfully abandoned your petitioner with out good cause therefore, and has ever since wholly refused and neglected to provide for the support of the plaintiff. And the said John W. Ramsey has been wilfully absent from the plaintiff for nearly three years last past without any cause or justification therefore on the part of the said plaintiff.

Plaintiff therefore asks that she may be divorced from the said John W. Ramsey and that she may be restored to her maiden name of Mary Wolf and for such other and further relief as equity may require.

(Signed) Mary Ramsey.

P. B. Cole & Son Attorneys for Plaintiff.

To Clerk: Issue Summons and copy of the petition in the above case to the Sheriff of Van Wert County, Ohio.

P. B. Cole & Son Attys for Plff.

Afterward on the 17th day of January A. D. 1882 a summons was issued by the Clerk of said Court which reads as follows, to wit:

Summons The State of Ohio | To the Sheriff of Van Wert County:

Union County ss. | You are commanded to notify John W. Ramsey

Sheriffs Return 3973

Amended Petition 3973

that Mary Ramsey 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) charging him with Wilful Absence, and asking that she be divorced from him, and that she be restored to her Maiden Name and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this Writ.

You will make due return of this summons on the 30th day of January A.D.1882. Witness my signature as Clerk of our said Court, at Marysville this 17th day of January A.D.1882.

W.W. Winget, Clerk.

This writ returned filed, the 30th day of January A.D.1882 endorsed as follows, to wit:

Sheriffs Return

Recived 2 o'clock P.M. on the 19th day of January A.D.1882; and on the 27th day of January A.D.1882 I served the same by leaving a true copy thereof with copy of petition at the usual place of residence of said John W. Ramsey. Service .30 Copy .08 Mileage 2.00 Docket .20. Return .10 Postage .03 Total $2.71 H.D. Hiestand Sheriff. Van Wert County, Ohio.

3973

Afterward, on the 24th day of May A.D.1886 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit;

Mary Ramsey
vs
John W. Ramsey
} Leave to file Amended Petition.

Afterward, on the 28th day of May A.D.1886 the following Amended Petition was filed with the Clerk of said Court, to wit;

Amended Petition

Mary Ramsey Plff
vs
John W. Ramsey Dft.
} Common Pleas, Union County. Amended Petition In Divorce.

3973

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 the 9th day of March A.D.1879, she was married to the defendant.

Defendant has ever since said marriage failed and neglected to provide plaintiff with the common necessities of life so that plaintiff has been compelled to live upon the charity of friends and her own exertions because of defendants neglect aforesaid. They lived together two months from march 9, 1879. during which time she furnished their living, partly by her labor and partly from her personal earnings as a domestic laid up and saved prior to the marriage.

About the 9th day of May 1879, all her savings being expended, and being unable to earn sufficient for their support, and he still failing & neglecting to provide & contribute any thing to their support she was compelled to return to her mother, a distance of about five miles from where she was living with defendant and to rely upon her mother and other friends and her own exertions from that time on.

Defendant was during said time an able bodied man and earning good wages as a laborer and had the ability to support her and

himself but willfully neglected to do so. She remained in the neighborhood, for six months or more to his knowledge, but he never made her any communication whatever and has never communicated with her directly or indirectly since May 9th 1879, and has been ever since May 9th 1879 wilfully absent from plaintiff in disregard of his marital duties, and has never from the date of their marriage contributed anything whatever to her support by way of victuals, clothing, or anything else. Wherefore she charges him with wilfull absence and gross neglect of duty for more than three years.

Plaintiff therefore asks that she may be divorced from the said John W. Ramsey, and that she may be restored to her maiden name of Mary Wolf and for such other and further relief as equity may require.

P.B. Cole & Son Plaintiffs attorneys

Afterward, on the 10th day of June A.D. 1886 an Entry was made on the Journal by the Clerk of said Court which reads as follow, to wit:

Entry

Mary Ramsey Plaintiff
vs
John W. Ramsey Defendant

Union County ss.
Court of Common Pleas.
Decree of Divorce.

3973

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 in default for answer or demurrer to the said petition and find that the allegations thereof are confessed by him to be true. And the Court find that at the time of filing said petition the plaintiff had been a resident of the state of Ohio for one year next preceding the same and was at the time of filing said pleading a bonafide resident of this county of Union, and that the parties hereto were married as in said petition set forth.

And the Court find from the evidence adduced, that the defendant has been guilty of wilful absence from the plaintiff for more than three years. and has been guilty of gross neglect of his duty as an husband to plaintiff; and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mary Ramsey and John W Ramsey 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 Mary Wolf. It is further ordered that the plaintiff pay the costs of this proceeding, and execution is awarded.

Attest. John L. Burgner, Clerk.
By Nellie Roney. 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to wit:

On the 16th day of June A.D. 1886 the following petition and answer in cognovit was filed with the Clerk of said Court which reads as follows, to wit:

D.W. Engle, S Buchner & John Kramer doing Business as Engle Buchner & Kramer, Pltff

vs

J.W. Mahaffey and James T. Mahaffey doing business as J.W. Mahaffey & Co. Dft.

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

Petition

Civil Action for Money Only.

Engle Buchner and Kramer the above named Plaintiffs say that there is due to them from J.W. Mahaffey & James T Mahaffey as J. W. Mahaffey & Co. Defendants, on a promissory note made by the Defendants, J.W. Mahaffey & Co. dated the 19th day of January A.D. 1886. which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of one hundred and forty seven dollars, and sixty nine cents, with interest thereon at 8% from the 18th day of February A.D. 1886. 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 forty seven ($147) dollars and sixty nine cents, with interest at 8% per annum from the 18th day of February A.D. 1886

Robinson & Piper attys for Pltffs

The State of Ohio, Union County ss. L. Piper one of Attorneys for Engle Buchner & Kramer, the above named Plaintiffs being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff are now residents of said County and now absent therefrom that he is one of their Attorneys duly authorized in the premises.

L. Piper

Subscribed by L. Piper in my presence, and sworn to by him before me this 16th day of June A.D. 1886.

J. Q. Burgner, Clerk.

$147.67/100 Dayton, Ohio, Jan. 19th 1886

Thirty days after date we, the subscriber of Byhalia County of Union State of Ohio, promise to pay to the order of Engle, Buchner & Kramer, one hundred and forty seven 67/100 dollars, With 8 per. cent. interest after maturity.

Value Received Payable at Bank, Richwood

and we hereby authorize and empower any Attorney at Law of any Court of Record at any time after the above note becomes due, to appear for us without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and cost, in favor of the legal holder thereof, which may accrue in the rendition of such judgment. And we hereby release and waive all errors, and all right of appeal, and second trial and

stay of execution in our behalf.

J. W. Mahaffey & Co.

No.
Due Feby 18/
Engle Buchaner & Kramer, Plffs. } In Court of Common Pleas.
vs } Union County, ss.
J. W. Mahaffey & Company, Dfts. } Defendants Answer.

And now come J. W. Mahaffey & Company the above named Defendants, by the undersigned J. S. McCampbell Attorney, and waive the issuing and service of proces in this case, and consent that judgbe entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs' petition, and against the above named Defendant for the sum of one hundred fifty one Dollars and sixty three cents the amount appearing due for principal and interest on said note, and also consent that the 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 appraised of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

June 16" A. D. 1886 Jas. S. McCampbell atty for Defts.

Engle Buchner
and Kramer Plaintiffs
vs
J W Mahaffey & Co
Defendants } Entry

This day came the Plaintiff by Robinson & Piper Attorney, and thereupon came Jas. S. McCampbell one of the attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proved, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of $151 60. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $151. 63 so as aforesaid confessed to be due. togther 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. John L. Burgner, Clerk.
By Nellie Roney. 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 24" day of May in the year of our Lord one Thousand eight hundred and eighty six.

On the 19" day of July A. D. 1886 the following petition and Answer in cognovit was filed with the Clerk of said Court, to wit:

William E. Smith, Plaintiff.
Against
James W. Morgan, Defendant.

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

William E. Smith plaintiff says that the Defendant James W. Morgan on or about the 9th day of February A.D. 1886 executed and delivered to one Jno. B. Swartz his Promissory Note of that date, which note plaintiff purchased for a valuable consideration before and is now the legal owner thereof together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney or copies thereof are hereto attached, marked "Exhibit A," and made a part of this Petition. Said Plaintiff further says that said Promissory Note is due and unpaid, that he is the legal owner and holder thereof, and that there is due him thereon from said Defendant the sum of One Hundred and twenty five Dollars and -cents, with interest from the 9th day of February A.D. 1886 and 8% interest from said last date to May 1-1886. Wherefore, the plaintiff asks Judgment against said Defendant for the sum of One Hundred and twenty five Dollars and -cents with Interest thereon, from the 9th day of February A.D. 1886 to May 1886 and 8 per cent interest thereon and for costs of suit.

Kennedy & Sloan Plaintiffs Attorney

The State of Ohio, Logan County ss.

Affidavit

James W. Sloan being duly sworn, says that he is one of the Attorneys of said Plaintiff, that this action is brought upon an Instrument in Writing for the unconditional payment of Money Only, that said Instrument in Writing is in his possession and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

James W. Sloan

Sworn to by said James W. Sloan, before me, and by him subscribed in my presence, this 19th day of July A.D. 1886

A.D. 1886 [Seal]

Robb & Humphreys Notary Public

$125-

Mouro Tp. Logan Co. O. Feb. 9th 1886.

On the first day of May 1886, I promise to pay Jno. B. Schwartz or Bearer, One Hundred and Twenty five Dollars for Value Received, with 6 per. cent interest before due, and 8 per. cent. after due; interest to be paid annually.

And we jointly and severally hereby authorize any Attorney at Law, at any time after the above sum becomes due, with or without process, to appear for us at any Court of Record in the State of Ohio and confess judgment against us, for the amount then due hereon, with interest and costs and to release all errors and the right of appeal. Witness our hands and seals.

(Seal)

James W. Morgan (Seal)

No. "A"
Post Office

William E Smith Plaintiff
against
James W. Morgan Defendant.

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

By virtue of the Warrant of Attorney

attached to the foregoing Petition, I 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 William E. Smith Plaintiff against said James W Morgan, Defendant, and waive the issuing and service of process therein, and confess a Judgement in favor of the said William E Smith against said James W Morgan for the sum of One hundred and twenty eight Dollars. and eighty cents Damages, being the Amount appearing Due for Principal and interest on said Promissory Note, and also for costs of suit, and I do hereby release all errors and waive all right of appeal.

John M. Brodrick Defendants atty.

William E. Smith
vs
James W. Morgan

Entry.

Journal Entry.

3736

This day came the plaintiff by his attorneys and thereupon came 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 waiving the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses there is due from said defendant to said plaintiff as alleged in said plaintiffs petition the sum of one hundred and twenty eight and 80/100 Dollars $128.80. It is therefore consided that said plaintiff do recover of said defendant the said sum of one hundred and twenty eight and 80/100 dollars so as aforesaid confessed to be due together with costs of suit herein to be taxed. The court find that said note draws and bears interest at the rate of 8 per cent. per annum. et is ordered that this judgement bear interest at the same rate.

And by virtue of aforesaid warrant of attorney. all errors are released and all right of appeal and all right to file petition in error are waived

A. test. John L. Burgaver, Clerk.
By Nellie Roney. 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six.

answer.

On the 19th day of July A. D. 1886 the following Petition and answer in cognovit was filed with the clerk of said court, to wit:

A. J. Carpenter
vs
A. J. Thompson

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

A. J. Carpenter the above named Plaintiff says that there is due now him from A. J. Thompson Defendant, on a promissory note made by the Defendant, A. J. Thompson dated the 8th day of November A. D. 1884 which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred Dollars and — cents, with interest

Entry.

thereon at eight per cent from the 8th day of November A.D. 1884. The Plaintiff further say that he is legal owner and holder of said note, that the same is due and unpaid Wherefore, the Plaintiff asks judgment against said Defendant for the sum of One hundred dollars and — cents, with interest eight per cent. interest from the 8th day of November A.D. 1886

T.B. Fulton Atty's for Pltf's

The State of Ohio
Union County ss. } T. B. Fulton being duly sworn says that he is the attorney for the above named Plaintiff, says that he believes the statements in the foregoing Petition to be true. He further says that the Plaintiff is a non-resident of Union County and of the State of Ohio, and now absent therefrom.

T. B. Fulton

Subscribed by T B. Fulton in my presence, and sworn to by him before me, this 19th day of July A.D. 1886.

J. D. Burgner Clerk.

$100.00 Marysville, Ohio, Nov. 8th 1884.

One Day after date, as principal debtors, we jointly and severally promise to pay to A. J Carpenter or order, at his office in Marysville, Ohio, One Hundred Dollars, for value received @ 8% int. from date until paid.

And we hereby dispense with the demand of payment of this note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this Note, for the amount of said note. with eight per. cent. interest payable annually after the same shall become due, together with costs of suit, and release all Errors, and waive all rights of appeal in this behalf.

Witness our hands and seals, this 8th day of Nov. 1884

A. J. Thompson (Seal)
(Seal)
(Seal)

answer. A J. Carpenter vs A J. Thompson } In Court of Common Pleas
Defendants Answer.
And now comes A. J. Thompson the above named Defendant, by the undersigned John M. Brodrick Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs petition, and against the above named Defendant, for the sum of One Hundred twenty one Dollars and Sixty 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.

July 19th A.D. 1886 John M. Brodrick Atty for Deft.

Entry. A. J. Carpenter vs A J. Thompson } Entry

This day came the Plaintiff by T. B. Fulton Attorney, and thereupon came John M. Brodrick, one of the Attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of $121.60. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $121.60 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 John L. Burgner, Clerk.
By Nellie Roney. 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 24th day of May A. D. in the year of our Lord one thousand eight hundred and eighty six

On the 31st day of May A. D. 1886 the following petition and answer in cognovit was filed with the Clerk of the said Court, to wit:

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

J. J. Watts Plaintiff
vs
Samuel Meyers Defendant

Petition

Petition

J. J. Watts the above named Plaintiff says that there is due to him from Samuel Meyers Defendant, on a promissory note made by the Defendant, Samuel Meyers dated the 16th day of February A. D. 1886, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Ninety-Nine Dollars, and ten cents, with interest thereon at eight per. cent from the 16th day of February A. D. 1886. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid

Whereupon, the Plaintiff asks judgment against said Defendant for the sum of Ninety-nine Dollars and ten cents, with interest at eight per. cent from the 16th Day of February A. D. 1886.

T. B. Fulton Atty's for Pltf's

The State of Ohio
Union County ss. } T. B. Fulton being duly sworn says that he is the attorney for the above named Plaintiff, duly authorized in the premises & he says that he believes the statement in the foregoing Petition to be true.

He further says that the said action is founded upon a written instrument for the payment of money only and that said instrument is in possession of affiant.

T. B. Fulton

Subscribed by T. B. Fulton in my presence, and sworn to by him before me, this 31st day of May A. D. 1886. J. L Burgner, Clerk.

Seal

Answer

5715

Entry

5715

$99 00 Marysville, Ohio, Feb. 16th 1886

Sixty Days — after date, as principal debtors, we jointly and severally promise to pay to J. J. Watts, or order, at — in Marysville, Ohio, Ninety nine 00/100 dollars, for value received @ 8% interest from date until paid.

and we hereby dispense with the demand of payment of this note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note, with eight per. cent interest payable annually after the same shall become due, together with costs of suit, and release all Errors, and waive all rights of appeal in this behalf.

Witness our hands and seals, this 16th day of February 1886

Samuel Myers. (Seal)

Endorsed: For the purpose of procuring credit on this note I certify that I own in my own right 97¾ acres of land in Dover Tp. Union County, O., which I value at $60 00 per. acre and that there is no incumbrance whatever on it. Feb. 16, 1886 (Signed) Samuel Myers.

Answer

5713

J. J. Watts vs Samuel Myers | In Court of Common Pleas, Union County, ss.

Defendant's answer.

And now come Samuel Meyers the above named Defendant, by the undersigned Edward E. Cole, Attorney, and waive the issuing and service of process in this case, and consent that judgement be entered herein in favor of the above named Plaintiff, the holder of the note described in the Plaintiffs petition, and against the above named Defendant, for the sum of One Hundred and one 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 Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

May 31st A.D. 1886 Edward E. Cole Atty for Deft.

Entry

5713

J. J. Watts vs Samuel Myers | Entry.

This day came the Plaintiff by T. B. Fulton Attorney, and thereupon came Edward E. Cole one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of proces, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of $101.41. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $101.41 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. John L. Burgner. Clerk.
By Nellie Roney. Deputy.

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the county of Marion of the Third Sub-division of the Tenth Judicial District of the State of Ohio on the 24th day of May in the year of our Lord one thousand eight hundred and eighty six

On the 7th day of June A. D. 1886 the following Petition and answer in copywrit was filed with the clerk of said Court to wit;

Joseph Haun Plaintiff
vs
George B. Wilcox and
Lutta H. Wilcox

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

Joseph Haun the above named Plaintiff says that there is due him from George B. Wilcox and Lutta Wilcox Defendants, on a promissory note made by the Defendants, George B. Wilcox and Lutta H. Wilcox dated the 10th day of April A. D. 1885 which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Two hundred ($200.00) Dollars, and — cents, with interest thereon at 8 percent. from the 10th day of April A. D. 1886. The Plaintiff further say that he is legal owner and holder of said note, that the same is due and unpaid

Wherefore, the Plaintiff asks judgement against said Defendant for the sum of Two hundred ($200.00) Dollars, with interest at 8% per annum from the 10th day of April A. D. 1886.

Robinson & Piper attys for Plffs.

The State of Ohio
Marion County ss.

L. Piper being duly sworn says he is one of attorneys 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 Plaintiffs note above described is in his possession and that this action is an action for money only and founded upon a written instrument for same

L. Piper

Subscribed by L. Piper in my presence, and sworn to by him before me, this 7th day of June A. D. 1886

[Seal]

J. L. Burgner, Clerk.

$200

Plain City O. April 10 — 1885

One month after date, as principal debtors, we jointly and severally promise to pay to Joseph Haun or favor, the sum of two hundred dollars for value received interest 8 Pc from Date

And we hereby dispense with the demand of payment of this note, & 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

Petition 5119

answer 5119

Entry 5119

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 and if the interest be not paid annually to become as principal and bear the same rate of interest, together with costs of suits, and release all Errors and waive all right of appeal in this behalf.

Witness our hands and seals this 10th day of April 1885

Endorsed: Oct 10-1885 Paid $8. April 16 Paid interest $.00 Geo: B. Wilcox [Seal]
Lucetta H. Wilcox [Seal]

answer

5119

Joseph Hawn Plaintiff.
vs
George B. Wilcox,
Lucetta H Wilcox Defendants.

In Court of Common Pleas.
Marion County ss.
Defendants answer.

And now come George B. Wilcox and Lucetta Wilcox, the above named defendants, by the undersigned John M. Brodrick Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant, for the sum of Two hundred and three dollars amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

June 7 A.D. 1886 John M. Brodrick. atty for Deft

Entry

5-119

Joseph Hawn Plaintiff
vs
George B. Wilcox and
Lucetta H. Wilcox, Defendants.

Entry.

This day came the Plaintiff by Robinson & Piper Attorneys and Thompson came one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and enter 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 $203 00/100. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $203 00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per. centum per annum.

And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest. John L. Burgner, Clerk.
By Nellie Roney Deputy.

Plea before His Honor John A. Price, Judge of a Court of

Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 29 "day of May in the year of our Lord one thousand eight hundred and eighty six.

On the 2"day of March a.D.1886 the following petition and answer in cognovit was filed with the Clerk of said Court, to wit:

Bank of Richwood Plaintiff
vs
Mary J. Mc. Millan
John H. Mc. Millan +
Mary E Mc. Millan Defendants

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

Plaintiffs are a company of persons, formed for the purpose of carrying on the business of private banking in the State of Ohio, and are located at Richwood, Union County, Ohio and are unincorporated, that the Defendants, Mary J. Mc. Millan John H. Mc. Millan and Mary E Mc. Millan on or about the 1st day of September, A.D. 1885, executed and delivered to the said Plaintiffs, their Promissory Note, of that date, together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney are hereto attached, marked "Exhibit A", and made part of this Petition.

Said Plaintiffs further say that said Promissory Note is due and unpaid; that they are the legal owners and holders thereof, and that there is still due thereon from said Defendants, the sum of Three Hundred and Seventeen Dollars and Seventy Cents, with Interest at the rate of eight per.centum. per.annum. from the 1"day of December, A.D. 1885.

Wherefore, the said Plaintiffs ask Judgment against the said Defendants for the sum of Three hundred & Seventeen Dollars and seventy cents, with Interest thereon at the rate of 8 per.centum per. annum, from the First day of December A.D. 1886, and for Costs of suit.

S.S. Gardiner Plaintiffs attorney.

The State of Ohio
Union County, ss. } S.S. Gardiner being duly sworn, says that he is the Attorney of Record of said Plaintiffs; that this Action is brought upon an Instrument in Writing for the payment of Money only; that said Instrument in Writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true in substance and in fact.

S.S. Gardiner.

Sworn to by said S.S. Gardiner before me, and by him subscribed in my presence this 2"day of March A. D. 1886.

Seal

J. D. Burgner. Clerk of Court.

$317.70 Dec 1" after date, for value received, we jointly and severally promise to pay the Bank of Richwood at their office, Three Hundred and seventeen and 70 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 At-

Petition
5114

torney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process and appearance 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 holders hereof, for the sum due on said note, with all interests 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 privileges 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 1st day of Sept. 1883

P. O. address

Endorsed Mary J. Mc. Millen

Mary J. Mc Millen Seal.
John H. Mc Millen Seal.
Mary E. Mc Millen Seal.
#347.22 Dec 1-83

Bank of Richwood, Plaintiff
Against
Mary J. Mc. Millan,
John H. Mc. Millan,
Mary E Mc Millan, Defendants

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

To the foregoing Petition attached to the foregoing Petition, I John M. Broderick an Attorney at Law in the several Courts of Record in the State of Ohio, hereby Enter my Appearance for the Defendants, at the suit Bank of Richwood, Plaintiffs, against said Mary J. Mc. Millan, John H. Mc. Millan and Mary E. Mc. Millan, Defendants, and Waive the issuing and Service of Process therein, and Confess a Judgment in favor of the said Bank of Richwood against said Mary J. Mc. Millan John H. Mc. Millan and Mary E. Mc. Millan for the sum of Three Hundred & forty four — Dollars and three Cents, Damages being the Amount appearing due for Principal and Interest on said Promissory Note, and also for Costs of Suit, and I do hereby Release all Errors, and Waive all Right of Appeal.

John M. Broderick, Defendants Atty

* *

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six.

On the 28th day of May A.D. 1886 the following Petition and Answer in Cognovit was filed with the Clerk of said Court, to wit:

Bank of Richwood, Plaintiff
Against
O. Curry & J. M. Sanders. Defendants

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

Petition

5114

Plaintiffs are a company of persons formed for the purpose of and are carrying on the business of private Banking at Richwood Union

County Ohio, under the name and style of Bank of Richwood. That the Defendants on or about the 2nd day of February A.D. 1884, executed and delivered to the said Plaintiffs, their Promissory Note, of that date, together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney are hereto attached, marked "Exhibit A", and made a part of this Petition, together with credit thereon,

Said Plaintiffs further say that said Promissory Note is due and unpaid; that they are the legal owners and holders thereof, and that there is still due them thereon from said Defendants, the sum of Two hundred and eighty eight Dollars and Sixty-five Cents, with Interest at the rate of eight per centum per annum, from the 16th day of June A.D. 1885.

Wherefore, the said Plaintiffs ask Judgment against the said Defendants for the sum of Two hundred and eighty eight — Dollars and sixty five Cents, with Interest thereon at the rate of eight per centum per annum, from the 16th day of June, 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 said Plaintiffs; That this action is brought upon an Instrument in Writing for the payment of Money only; That said Instrument in Writing is in his possession, and that he verily belives 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 28th day of May, A.D. 1886.

J.Q. Burgner, Clerk.

"Exhibit A"

$325 — Four Months after date, for value received, we jointly and severally promise to pay the Bank of Richwood, at their office, Three Hundred & Twenty five Dollars, with interest at the rate of 8 per cent per annum, on all unpaid principal and interest, after due until paid; interest to be computed every year with 8 per cent attorney fee if collected. And we or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio or elsewhere, to waive the issuing and service of process, and appear for us, or either of us in any of said Courts, at any time after the above note becomes due and confess judgment thereon, against us, or either of us, in favor of the payee or endorser hereof, for the sum due on said note, with all interest and costs of suit; said judgment to draw the rate of interest specified in note after rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us, and release all errors that may 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 2nd Day of February, 1884 — O. Curry, Seal. J.M. Sanders, Seal.

P.O. Address.

Memorandums 66 6
35 00

Endorsed: O. Curry $323.02 June 2nd 84
June 16th 1886 Paid sixty three Dollars.
Bank of Richwood Plaintiffs
against
O. Curry & J. M. Sanders Defts.

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

By vistue of the Warrant of attorney attached to the foregoing petition, I John M. Brodrick, an Attorney at Law in the Sveral Courts of Record in the State of Ohio, hereby Enter an Appearance for the said Defendant, at the suit of Bank of Richwood, Plaintiff, against said O. Curry and J. M. Sanders, Defendants, and Waive the Issuing and Servic of Process therein, and Confess a Judgment in favor of the said Bank of Richwood against said O. Curry and J. M. Sanders for the sum of Three Hundred and Ten Dollars and Twenty-three cents, Damages being the Amount appearing due for Principal and Interest on said Promissory Note, and also for Costs of Suit, and I do hereby Release all Errors, and Waive all Right of Appeal.

John M. Brodrick. Defendants Atty.

Attest. John L. Burgner. Clerk.
By Nellie Borey. 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six.

On the 16th day of June A.D. 1886 the following petition and answer or cognovit was filed with the Clerk of the said Court, to wit:

John Bull Plaintiff
against
Wm. Schmelzer and
Andrew Schmelzer. Defts

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

Plaintiff states that the Defendants, William Schmelzer and Andrew Schmelzer on or about the 16th day of May A.D. 1884, 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 & unpaid; that he is the legal owner and holder thereof, and that there is still due to him thereon from said Defendants, the sum of Eighty Five Dollars and Seventy Five Cents, with Interest at the rate of 8 per centum per annum from the 16th day of May A.D. 1884

Wherefore, the said Plaintiff asks Judgment against the said Defendants for the sum of eighty Five Dollars and Seventy Five Cents, with Interest thereon at the rate of 8 per centum per annum from the 16th day of May A.D. 1884, and for Costs of Suit.

S. S. Hardiner Plaintiffs Attorney.

The State of Ohio
Union County ss.

affidavit.

S.S. Gardiner being duly sworn, says that he is the attorney of Record of said Plaintiff; that this Action is brought upon an Instrument in Writing for the payment of Money only; that said Instrument in Writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

S.S. Gardiner

Sworn to by said S.S. Gardiner before me, and by him subscribed in my presence, this 16th day of June A.D. 1886.

[Seal] W. J. Ruches, Notary Public.

"Exhibit A."

$85.75 Ninety Days after date, for value received, we jointly and severally promise to pay John Bull or Order Eighty five and 75/100 dollars.

With interest at 8 per cent. per annum from date until paid. and we hereby authorize and empower any Attorney at law of any Court of Record at any time after the above note becomes due, to appear for us or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and cost, in favor of the payee, legal holder, indorsee or assignee hereof, and release all errors which may occur in the rendition of such judgment and we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution, any personal or real property belonging to us, or either of us, at and after the date of such judgment; and our said attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals this 16th day of May A.D. 1884. Wm Schmelzer. [Seal] Andrew Schmelzer. [Seal]

Entry 5121

John Bull Plaintiff
Against
William Schmelzer and Andrew Schmelzer Defts

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

By virtue of the Warrant of Attorney attached to the foregoing petition. I, John M. Brodrick an Attorney at Law in the several Courts of Record in the State of Ohio, hereby Enter an Appearance for the said Defendant at the suit of John Bull, Plaintiff, against William Schmelzer and Andrew Schmelzer, Senior, Defendants, and waive the Issuing and Service of Process therein, and confess a Judgment in favor of the said John Bull against said William Schmelzer and Andrew Schmelzer, for the sum of one hundred Dollars and fifty cents, Damages, being the amount appearing due for Principal and Interest on said Promissory Note, and also for Costs of Suit, and I do hereby release all Errors, and Waive all Right of Appeal.

John M Brodrick. Defendants Attorney

Answer 5121

Petition 5073

John Bull
vs
William S
Andrew S
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Entry	John Lull, Plaintiff vs William Schmulgreand Andrew Schmulgreand. Defts.	Entry
6721		This day came the plaintiff by D.D. Gradiner, attorney and thereupon came John M. Goodrick 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 $100.00. It is therefore considered that said plaintiff do recover of said defendant the said sum of $100.$^{00}/_{100}$ as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest John L. Burgner, Clerk.
By Nellie Rorby, 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six. Heretofore towit:

On the 26th day of March A.D. 1886 the following petition was filed with the Clerk of said Court, to wit;

Petition	John Hamilton, Plaintiff vs V.J. Case, M.A. Case and J.W. Keller, Defendants.	The State of Ohio, Union County Court of Common Pleas Petition
5073		

And now comes the plaintiff and for cause of action herein against the said defendants, says:

That heretofore on the 3rd day of December A.D. 1883 the said defendants executed and delivered to plaintiff their promissory note of which the following is a copy.

$116.55 December 3rd 1883

Nine months after date We or we promise to pay to the order of John Hamilton or bearer the sum of One Hundred and Sixteen $^{55}/_{100}$ Dollars Value received.

V.J. Case
M.A. Case
J.W. Keller

That said note is indorsed as follows "January 5th 1885 Paid on the within note $10.00" "December 3rd 1885 Paid on the within note $14.00" Plaintiff further says that no other or further payments have been made on the said note and that there is now to the said plaintiff from the said defendants, V.J. Case, M.A. Case and J.W. Keller the said sum of One Hundred and sixteen and $^{55}/_{100}$ Dollars

with interest thereon from the 3rd day of September A.D. 1884 subject to a credit of Ten Dollars, January 5th 1885 and of Fourteen Dollars on the 3rd day of December 1885, for which sum and interest he asks judgment against said defendants.

T.B. Sutton, attorney for Plaintiff

The State of Ohio } John Hamilton being first duly sworn according to
Union County ss. } law says the facts stated and allegations of the foregoing petition are true as he believes.

John Hamilton.

Sworn to before me and subscribed in my presence by said John Hamilton this 25th day of March 1886.

J.L. Burgner, Clerk.

Praecipe — To the Clerk:

5073 — Issue summons to the sheriff of Union County Ohio returnable according to law.

Indorse: amount claimed $116.33 with interest from Sept. 3rd 1884 subject to a credit of $10.00 January 5th 1885 and of $14.00 December 3rd 1885.

T.B. Sutton atty for Plaintiff

Afterward on the 26th day of March A.D. 1886 the following Summons was issued by the Clerk of the said Court, to wit:

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

5073 — We command you to notify V.J. Case, M.A. Case and J.W. Keller that they have been sued by John Hamilton in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of April A.D. 1886 the petition of said plaintiff's John Hamilton against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 5th day of April A.D. 1886. Witness my hand and the seal of said Court, this 26th day of March A.D. 1886

[Seal]

J.L. Burgner, Clerk.

Endorsed: In action for Money Only, Amount claimed $116.33 with int. from Sept. 3rd 1884, Subject to a credit of $10.00 January 5th 1885 and of $14.00 December 3rd 1885.

T.B. Sutton Plaintiffs Attorney.

Sheriffs Return — This Writ returned, filed April A.D 1886 endorsed as follows:

3023 — The State of Ohio } Sheriffs Return.
Union County ss. }

Received this Writ March 31st A.D. 1886, at 10 oclock A.M. and pursuant to its command, on the 1st day of April A.D. 1886, I served the same by delivering a true copy of this summons with the endorsements thereon to the within named defendants V.J. Case, M.A. Case and J.W. Keller. Service .50 Mileage 1.92 Copy .30 Total $2.82

M. Hopkins, Sheriff.

Afterward, on the 31st day of May A.D 1886 the follow-

Entry 5073

Petition 5102

ing Entry was made on the Journal by the Clerk of said Court, to wit:-

Entry

John Hamilton
vs
W. J. Case et al. | This day this cause came on to be heard upon the petition of the plaintiff, the defendants though duly served with a summons herein, having failed to answer, demur or otherwise object to plaintiffs petition. On consideration whereof and the Court being fully advised in the premises finds that there is due to the plaintiff from the defendants, interest being computed to the first day of the present term the sum of One Hundred and Nine and 28/100 Dollars.

5073

It is therefore considered and adjudged that said plaintiff recover of said defendants said sum of $109.38 and his costs herein taxed at $ and that defendants pay their own costs taxed at $ for all of which execution is awarded.

Attest. John L. Burgner, Clerk.
By Nellie Roney. 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six Hereto fore to wit:

On the 15th day of May A. D. 1886 the following petition was filed with the Clerk of this Court, to wit;

The Mansfield Buggy Co.
vs
Harriet M. Lister et al
Elijah Lister

Court of Common Pleas
Union County, Ohio
Petition

Petition

5102

Plaintiff is a Corporation duly incorporated under the Laws of the state of Ohio and is located at Mansfield Ohio. The Defendants are indebted to Plaintiff upon a promissory note of which the following is a copy with the indorsements thereon Towit:

$100.00 Richwood, O., Sept. 30th 1884

On the 30th day of September 1885 - For value of us promise to pay P. E. Barnes or order One Hundred dollars - Value received with interest from date at six per. cent per. annum. and eight per. cent after due, Claiborne Tp. - payable at Richwood. Harriet M. Lister.
Elijah Lister.

Indorsements.

"For the purpose of obtaining credit on this note I hereby certify that I own in my own name 74 acres of land in Claiborne Tp. Union County State of Ohio valued at 2000 Dol and there is $300 incumbrance on the same and I hereby bind my separate Estate for the payment of the within note-

Signed this 28th day of Sept. 1884 Harriet M. Lister "

"P E Barnes."

There are no credits on said note. Plaintiff is the legal owner and holder of said note. There is due it thereon from said Defendants the sum of $100 00 with 6 per cent interest thereon from the 30th day of Sept 1884 till the to-wit Sept 30th 1885 and 8 per cent. interest thereon from Sept 30th 1885 — wherefore Plaintiff prays judgment against said Defendants upon said note for the sum of $100 and 6 per cent interest thereon from Sept 30th 1884 till Sept 30th 1885 and 8 per cent interest thereon from Sept 30th 1885 —

S.S. Gardiner Atty for Plaintiff

State of Ohio }
Union County ss. } S.S. Gardiner being duly sworn says he is the duly authorized Atty of Plaintiff in above case. That this action is founded on a promissory note in writing for the payment of money only which note is in his possession. That the facts and allegations in the foregoing Petition contained are true as he verily believes.

S.S. Gardiner

Sworn to and subscribed before me this 14th day of May 1886
Seal
W.J. Rucker Notary Public

Praecipe

To Clerk:

Issue summons for Defs to Sheriff of Union Co. returnable according to law — amt claimed $100 00 and 6% int. from Sept 30th 84 & 8% int from Sept 30/85 —

Gardiner

Afterward, on the 15th day of May A.D. 1886 the following summons was issued by the Clerk of the said Court, to wit:

Summons
5102

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

We command you to notify Harriet M. Sister & Elijah Sister that they have been sued by The Mansfield Buggy Company in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of June A.D. 1886 the petition of said plaintiffs The Mansfield Buggy 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 24th day of May A.D. 1886

Witness my hand and the seal of said Court, this 15th day of May A.D. 1886
Seal
J.L. Burgner, Clerk.

Endorsed: In action for ----- Amount claimed $100.00 at 6% int. from Sept 30th 1884 + 8% int from Sept 30th 1885.

S.S. Gardiner Plaintiffs attorney.

This Writ returned & filed May 24th A.D. 1886 endorsed as follows to wit:

Sheriffs Return.
5702

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

Received this Writ May 15th A.D. 1886 at 2 o'clock P.M. and pursuant to its command, on the 20th day of May A.D. 1886, I served the same by handing the within named Harriet M. Sister a true copy of this writ with the endorsements thereon and by leaving at the usual place

of residence of the within named Elijah Lister a true copy with the endorsements thereon. Service 45 Milage 2.8 Copy 40 Total $3.73
M. Hopkins Sheriff
By A H. Goodwin Deputy.

Afterward, on the 5th day of June A.D. 1886 an Entry was in the Journal of said Court which reads as follows, to wit:

Entry

Mansfield Buggy Co.
vs
Harriet M. Lister et al.

5702

Now comes the plaintiff by its atty 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 the Defendants are indebted to plaintiff the Mansfield Buggy Co. in the sum of $111.28
It is therefore considered by the Court that the said Plaintiff recover from the said Defendants the said sum of $111.28 and its costs herein expended taxed at $

Attest. John Q. Burgoon. Clerk.
By Nellie Roney. Deputy.

Plea before His Honor John A. Price Judge of Court of Common Pleas begun and held in the Court House in the town of Marysville within and for the county of Union & 1st Third Subdivision of the Tenth Judicial District of the State of Ohio on the 27th day of May in the year of our Lord, one thousand eight hundred and eighty six. Heretofore to wit:
On the 17th day of June A.D. 1886 the following petition was filed with the Clerk of the said Court, to wit:

Petition

William H. Brady,
As Treasurer of Union County, Ohio Plaintiff.
Against
George B. Hamilton, Defendants.

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

The Plaintiff says: That he is the duly authorized Treasurer of Union County, Ohio; that the sum of one hundred and seventy 4/100 dollars, as taxes, Twenty five and 6/100 dollars as penalty thereon, Twenty and 92/100 dollars as assessments and 0/100 dollars as penalty thereon, stand charged on the Duplicate of said Union County Ohio, in the name of said Defendant George B. Hamilton against the following described premises, to wit: Situated in the Village of Richwood County of Union and State of Ohio: Being in Lot No. 147 in said Village, excepting therefrom 27½ feet front off the west side thereof, heretofore sold and conveyed by C. Ward and wife to J. M. McBracken.
For a more definite description of said Lot No. 147 reference is hereby made to the plat of said Village in the office of the Recorder of said Union County, Ohio. Plaintiff therefore asks judgment against said Defendant George B. Hamilton for said sum of Two hundred and Seventeen 2/100 dollars, that said premises may be sold and the proceeds thereof applied to the payment of said indebtedness, and for

all other and proper relief in the premises.

Bredrick & McCampbell attys for Plff.

The State of Ohio
Union County ss. } William H. Crary the above named plaintiff being sworn, makes oath that the facts stated in the foregoing petition, accas affiant believes, true.

William H. Crary

Sworn to by said William H. Crary, before me, and signed by him in my presence this 17 day of June A.D. 1886

[Seal] J. L. Burgner Clerk.

Praecipe 5130

To the Clerk:

Issue summons to the Sheriff of Union County, Ohio, for the above named defendant George B. Hamilton, returnable according to law. Indorse: "Action for judgement and to enforce lien for taxes. Amount claimed, $ 217 46/100"

Bredrick & McCampbell. Attys for Plff.

On the 17th day of June A.D. 1886 the following summons was issued by the Clerk of the said Court, to wit:

Summons 5130

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

We command you to notify George B. Hamilton that he has been sued by William H. Crary as Treasurer of Union County, Ohio, in the Court of Common Pleas of Union County, and that unless he answers by the 17th day of July A.D. 1886 the petition of said plaintiff against him 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 28th day of June A.D. 1886. Witness my hand and the seal of said Court, this 17th day of June A.D. 1886.

J. L. Burgner, Clerk.

Endorsed: In action for judgement and to enforce lien for taxes. Bredrick & McCampbell Atty for Plff.

This Writ returned and filed July 28th A.D. 1886 endorsed as follows, to wit:

Sheriff's Return 5130

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

Received this Writ June 17th A.D. 1886 at 4 oclock P.M. and pursuant to its command, on the 22nd day of June A.D. 1886 I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendant. George B. Hamilton. Service 30 Mileage 2.12 Copy 20 Total $ 3.22

M. Hopkins Sheriff

By

Afterwards, on the 19th day of July A.D. 1886 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit,

Entry 5130

Wm H. Crary Treas etc
vs
George B. Hamilton } Entry

This day this cause came on to be heard upon the petition of plaintiff herein filed and the defendant being in default for Answer and demurrer thereto the court do find that

Petition 5081

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the allegations in said petition are confessed by said defendant to be true, and that there is due from the defendant to the plaintiff as Treasurer of Union County Ohio the sum of Two hundred and seventeen and 46/100 Dollars. It is therefore considered and adjudged by the court that said plaintiff William C. Crary as Treasurer of Union county Ohio, do recover from the said defendant Geoge B. Hamilton the said sum of Two hundred and seventeen dud 46/100 Dollars and his costs herein expended taxed to $ and execution is awarded therefor.

It is further considered, ordered and decreed by the court 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 said costs herein, and to said plaintiff as Treasurer as aforesaid, said sum of $217.46 there that an order issue to the sheriff directing him to appraise, advertise and sell the premises described in plaintiffs said petition as upon execution and bring the proceeds into court for further order herein.

Attest. John Q. Brugner, Clerk.
By Nellie Rorer, 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six. Heretofore towit: On the 8th day of April A.D. 1886 the following petition was filed with the Clerk of said Court, towit:

Petition

J. W. Robinson
vs
John Struble

Court of Common Pleas, Marion County Ohio.
Petition.

5081

The plaintiff complaines of the defendant and for cause says that on the 29th Day of September A.D. 1885 the plaintiff delivered to the defendant the sum of four hundred and seventy five dollars by check on the peoples Bank in Union County Ohio, and on which he drew said sum of money and appropriated the same to his own use and benefit. That said sum was so delivered to defendant under the mutual mistake of the said plaintiff and the defendant in this, to wit: that said defendant had then pending in this court a civil action against Fredrick Weis and Rosa Weis for some nine hundred dollars on their note and as this plaintiff and defendant both supposed was compromised and to be settled by said Fredrick Weis and Rosa Weis paying to this defendant $475— and the costs in that action + both relying on said compromise and settlement, the plaintiff herein who was one of the attorneys of said Fredrick and Rosa Weis in said action against them in order to secure said compromise and settlement delivered to said defendant said $475 as aforesaid— plaintiff says the said Weis had not, nor had either of them consented to said proposed compromise and settlement but have ever since they were advised thereof utterly refused to recognize, assent to or abide by the same + the said

Struble hath since taken Judgment against them for something over $200 and costs in said action and is endeavoring to collect the same as he hath a right to do by law. That afterwards when said mistake of fact was discovered the plaintiff demanded of said defendant that he refund to plaintiff his said sum of money with interest but the defendant though not denying his obligation to pay neglected to and refused to pay to plaintiff said sum of money and hath never paid to him any part thereof and the said sum of $475. and interest from Sept. 29. 1885 is due plaintiff from defendant and for which sum he asks Judgment against defendant

J. W. Robinson.

The State of Ohio } ss.
Union County } J. W. Robinson being duly sworn depoces and says he believes the allegations of the foregoing petition are true.

J. W. Robinson.

Sworn to before me and subscribed in my presence this 9th of April 1886

[Seal] J. Z. Burgner Clerk.

To the Clerk:

Praecipe 5081 Issue summons and endorse petition for $475 with interest from Sept. 29th 1885 paid by plff. to defendant by mistake.

J. W. Robinson.

Afterwards, on the 8th day of April A.D. 1886 the following Summons was issued by the Clerk of said Court, to wit: ----

Summons 5081 The State of Ohio } ss. To the Sheriff of the County of Union Greeting:
Union County }

We command you to notify John Struble that he has been sued by J. W. Robinson in the Court of Common Pleas of Union County, and that unless he answers by the 8th day of May A.D. 1886 the petition of said plaintiff J. W. Robinson against him filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 17th day of April A. D. 1886. Witness my hand and the seal of said Court, this 8th day of April A.D. 1886

[Seal] J. Z. Burgner. Clerk

Endorsed: Petition for $475.00 with int from Sept. 29-1885 paid by plaintiff to defendant by Mistake.

J. W. Robinson, Plaintiffs Attorney.

This Writ returned and filed April 17 A. D. 1886 endorsed as follows, to wit:

Sheriffs Return 5081 The State of Ohio } Sheriffs Returns.
Union County ss. }

Received this Writ April 8th A. D. 1886, at 2 o'clock P. M. and pursuant to its command on the 14th day of April A.D. 1886 I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendant John Struble.

Entry 5081

Petition 5083

Service .30 Mileage 1.28 Copy .20 Total 1.78. M. Hopkins Sheriff
By C. R. Woodrow Deputy.

Afterwards, on the 16th day of June A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:

Entry.

5081

J. W. Robinson
vs
John Struble

This day came the parties and submitted this cause to the court waiving a Jury. Whereupon the Court being fully advised in the premises do find for the plaintiff and there is due him from defendant as claimed as principal and interest to the 24th day of May 1886 the sum of $474.00. It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendant his said sum of four hundred and ninety four dollars and his costs herein expended taxed to $

Attest John L. Burgner. Clerk.
By Nellie Roney. 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six.

Heretofore, to wit: On the 11th day of March A.D. 1886 the following petition was filed with the Clerk of this Court, to wit:

Petition

5053

Elza Hedges, Plaintiff.
vs
Mary J Mc. Millen Emily H. Morris and Mary E. Mc Millen, Defendants.

Court of Common Pleas Union County O.
Petition

The plaintiff says: That this his action is founded upon a promissory note of which the following is a copy:

"$ 202.70 Claibourd. April the first 1885

"(5) Five months after date for value received I promise to pay to "Elza Hedges or order the sum of Two Hundred Dollars and Seventy "cents - with interest at 8 per cent. Mary J. Mc. Millen "
Emily H. Morris. Mary E. Mc. Millen "

There are no credits thereon. There is now due from the said defendants to plaintiff on said note the sum of Two Hundred and Two Dollars and Seventy cents with interest at 8 per cent from April 1st 1885 - which the plaintiff claims and for which he asks judgment against said Defendants. D. W. Ayers. Atty for Plaintiff.

State of Ohio
Union County ss. D. W. Ayers being sworn says he is the Attorney of the above named Plaintiff duly authorized in the premises. Affiant says, this the plaintiffs action is founded upon a promissory note for the unconditional payment of money only which is now in the possession of this affiant. Affiant further says the facts stated and

allegations contained in plaintiffs foregoing petition are as he believes true.

D. W. Ayers

Sworn to before me and signed in my presence by the said D. W. Ayers this 11th day of March A. D. 1884

John Q. Burgner. Clerk.

Praecipe 5053

To Clerk:

Issue summons in the above entitled case returnable according to law to Sheriff Union County Ohio for Mary E. McMillen, Emily H. Morris Mary E. McMillen Indorse Amount claimed $202.70 @ 8% interest from April 1st 1885.

D. W. Ayers.

Afterwards, on the 11th day of March A.D. 1886 the following summons was issued by the Clerk of said Court which reads as follows, to wit:

Summons 5053

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

We command you to take Mary J. McMillen, Emily H. Morris and Mary E. McMillen that they have been sued by Elza Hedges in the Court of Common Pleas, of Union county, and that unless they answer by the 10th day of April A.D. 1886 the petition of said plaintiff Elza Hedges against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 22nd day of March A.D. 1886 Witness my hand and the seal of said Court, this 11th day of March A.D. 1886

[Seal]

J. Q. Burgner Clerk.

Endorsed: Amount claimed $202.70 at 8% int. Issue April 1st 1885
D. W. Ayers Plaintiffs Attorney.

This Writ returned and filed March 22nd 1886 endorsed as follows, to wit:

Sheriffs Return 5053

The State of Ohio
Union County ss. } Sheriffs Return

Received this Writ March 12th A.D. 1886, at 10 oclock A.M. and pursuant to its command, on the 18th day of March A.D. 1886, I served the same by handing a true copy of this summons with the endorsements thereon to the defendants Mary J. McMillen and Mary E. McMillen and by leaving a true copy at the residence of the defendant Emily H. Morris. Service .60 Mileage 4.00 Copy .60 Total $5.20

M. Hopkins Sheriff.

Afterwards, on the 2nd day of June A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to wit:

Entry 5053

Elza Hedges
vs
Mary J. McMillen Emily H. Morris & Mary E. McMillen

Judgment on Default.

And now comes the said plaintiff by and the said defendants being duly served with summons and 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 Elza Hedges ought to recover the said sum of $221.61 so demanded

Praecipe 5099

in his petition, the interest thereon to the first day of this Term as prayed for in said petition; it is therefore considered that the said plaintiff recover against the said defendants the said sum of $221.61 together with his costs in and about this suit expended, taxed to $

attest John L. Burgner, Clerk.
By Nellie Robey. 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 Fourth Judicial District of the State of Ohio on the 24th day of May in the year of our Lord one thousand eight hundred and eighty six.

Heretofore to wit: On the 8th day of May A.D. 1886 the following petition was filed with the clerk of said Court, to wit:

D. Miller Plaintiff,
vs
Richard Ousler & Noreen Finch
Partners doing business under the firm-name & Style of Ousler and Finch, Defendants.

Court of Common Pleas
Union County, Ohio
Petition

Petition
5099

The plaintiff says, there is due to him from the defendants, Ousler and Finch the sum of Two hundred sixty nine and 87/100 ($269.87) Dollars, which he claims with interest thereon from the 9th day of February 1886.

That said indebtedness is for certain work and labor, at certain agreed wages, and that on said 9th day of February 1886, the plaintiff and defendant Finch for the firm of Ousler and Finch accounted together of and concerning said work and labor, and the wages due therefor and the amounts paid on account thereof by defendants to plaintiff; and it was found and ascertained that there was due plaintiff from defendants the sum of $269.87 which defendant Finch for the firm of Ousler and Finch then and there agreed to pay.

The defendants ever since said 9th day of February 1886, have neglected to pay to plaintiff said sum of money or any part thereof. There is therefore due and unpaid said sum of money with its interest from February 9th 1886.

Wherefore plaintiff asks Judgment against said defendants in said sum of $269.87 with interest thereon from the 9th day of February A.D. 1886.

T. J. Arthur Attorney for Plaintiff

The State of Ohio
Marion County ss. } D. Miller the above named plaintiff being duly sworn says: the facts stated allegations made in the foregoing petition are true.

D. Miller

Sworn to and subscribed by D. Miller before me and in my presence this 8th day of May A.D. 1886

J. L. Burgner.

Praecipe
5099

Mr. Clerk: Issue summons, returnable according to Law: endorse Amt. claimed $269.87 with interest from February 9th 1886. T. J. Arthur. Atty.

On the 8th day of May A.D. 1886. the following summons was issued by the Clerk of the said Court which reads as follows, to wit:

Summons
5099

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

You command you to notify Richard Ousler and Hosea Finch, Partners doing business under the firm name and Style of Ousler and Finch, that they have been sued by D. Miller in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of June A.D. 1886 the petition of said plaintiff D. Miller against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 17th day of May A.D. 1886. Witness my hand and the seal of said Court, this 8th day of May A.D. 1886

[Seal]

J. L. Burgner. Clerk.

Endorsed: In action for money only, amount claimed $269.89 with interest from Feb. 9th 1886.

T. T. Arthur Plaintiffs Atty.

This Writ returned and filed May 14th 1886 endorsed as follows, to wit:

Sheriffs Return.
5099

The State of Ohio.
Union County ss. Received this writ May 8th A.D. 1886, at 4 oclock P.M. and pursuant to its command, on the 10th day of May A.D. 1886, I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendants Richard Ousler & Hosea Finch. Service .75 Mileage .16 Copy .10 Total $1.01

M. Hopkins Sheriff.
By A. H. Goodwin Deputy.

Afterwards, on the 8th day of June A.D. 1886 the following Entry was made in the journal of the said Court, to wit:

Entry
5099

D. Miller
vs
Richard Ousler &
Hosea Finch

Entry

This day came the plaintiff by his Attorney, and the defendants failing to answer or otherwise plead and the court being fully advised in the premises find that allegations and averments in the petition to be true and that there is due the plaintiff as he hath alleged in his petition the sum of Two hundred sixty nine Dollars and eighty nine cents ($269.89) with interest thereon from the 9th day of February 1886, making a total this day of $275.25

It is therefore considered, ordered and adjudged by the court that the plaintiff recover of the defendants Ousler and Finch the said sum of $275.25 as before found due, and also costs of this action taxed at $

Attest. John L. Burgner, Clerk.
By Nellie Rorey. 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six.

Heretofore, to wit: On the 13th day of March A.D. 1886 the following petition was filed with the Clerk of the said Court, to wit:

John Chapman, Plaintiff.

vs

Jason M. Chapman, Defendant.

Petition

Court of Common Pleas Union County Ohio.

Petition

2057

I First Cause of Action: This his first cause of action is founded upon a promissory note of which the following is a copy:

" $118.12/100 Rush Creek, Ohio March 9th 1885"

" One year after date we or either of us promise to pay John" "Chapman or bearer one hundred and eighteen dollars and 12/100 for value" "received with int. at 8% from date"

Jason M. Chapman"

There is due the plaintiff on said note the sum of one hundred Eighteen and 12/100 Dollars with interest at eight per cent. per annum from March 9th 1885

II Second Cause of Action: The plaintiff further says that his second cause of action is founded upon a promissory note of which the following is a copy.

" $ 28.22/100 Rush Creek, Ohio, March 6th 1885"

" Ninety days after date we or I promise to pay Sanford P. Chap-" "man or bearer twenty Eight and 22/100 Dollars for value received with" "int. at 8% from date"

Jason M. Chapman"

On said note appears the following endorsement "Sept 14th 1885 Received on within note Eight dollars (8.40)"

There is due and remaining unpaid upon said note the sum of twenty one and 40/100 Dollars with interest at 8% from Sept 14th 1885

Plaintiff says there is due and remaining unpaid upon said promissory notes the sum of one hundred and thirty nine and 52/100 Dollars which he claims with interest one one hundred Eighteen and 12/100 Dollars $118.12/100 with interest from March 9th 1885 at eight per cent per annum. and interest on twenty one and 40/100 Dollars from Sept 14th A.D. 1885 at eight per. cent. per annum. and for which he asks judgment

Robinson and Piper Attys 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 duly authorized in the premises. That the foregoing pleading of John Chapman is founded upon written instruments for the payment of money only and are now in possession of the affiant. and that the facts stated and allegations of the foregoing pleading of John Chapman are as affiant believes, true.

L. Piper.

Sworn before me by L. Piper and by him subscribed in my presence this 13th day of March A.D. 1886. J. L. Burgner. Clerk.

To Clerk: Issue summons upon the petition with foregoing case directed to Sheriff of Union County Ohio for the Defendant Jason N. Chapman returnable according to law- Endorse amount claimed $137.57/100 with interest on $118.1/2 from March 9th 1885 and on $21.1/2 from Sept. 14th 1885 all at 8% per annum interest.

Robinson & Piper attorneys for Plaintiff.

Afterwards, on the 13th day of March A.D. 1886 the following summons was issued by the Clerk of said Court: to wit;

Summons — The State of Ohio } Summons in Action for money only.
Union County ss. } To the Sheriff of the County of Union — Greeting:

We command you to notify Jason N. Chapman that he has been sued by John Chapman in the Court of Common Pleas of Union County and that unless he answer by the 10th day of April A.D. 1886 the petition of said John Chapman 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 March A.D. 1886.

Witness my hand and the Seal of said Court, this 13th day of March A.D. 1886 at Marysville Ohio

[Seal] J. L. Burgoon Clerk.

Endorsed: Money Only. Amount claimed $137.5/100 and interest as follows, at 8 per cent: on $118.1/2 from March 9th 1885. On $21.1/2 from Sept. 14th 1885

Robinson and Piper Plffs Atty.

Sheriffs Return — This Writ returned and filed March 22nd A.D. 1886 endorsed as follows; to wit;

5057 The State of Ohio } Sheriffs Return.
Union County ss. } Received this Writ March 13th A.D. 1886 at 2 o'clock P.M. and pursuant to its command, on the 18th day of March A.D. 1886, I served the same by having a true copy of this summons with the endorsements thereon at the residence of the defendant Jason N. Chapman. Service 30 Mileage 3.52 Copy. 20 Total 4.02

M. Hopkins Sheriff.

Afterward, on the 24th day of May A.D. 1886 the following Entry was made on the Journal of the said Court, which reads as follows, to-wit;

Entry — John Chapman
vs
Jason N. Chapman } 5057

This day came the plaintiff but the defendant came not but made default. Whereupon the Court find for the plaintiff against the defendant that there is due plaintiff from defendant on the two notes in said petition described the sum of one hundred and fifty one dollars with 8 per cent. interest from the first day of this Term. It is therefore considered and adjudged by the Court that plaintiff recover of the defendant said sum of one hundred & fifty dollars with 8 per cent. interest until paid and the costs herein expended herein taxed to-$

Attest. John L. Burgoon. Clerk.
By Nellie Roney, Deputy.

Petition — 4995

Plea before His Honor, John A. Price Judge of a Court of Common Pleas begun and held at the Court House, in the town of Marysville, within and for the county of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 24th day of May in the year of our Lord, one thousand, eight hundred and eighty six. Heretofore to wit: On the 31st day of December A.D. 1885 the following petition was filed with the Clerk of said Court which reads as follows, to wit:

Timothy Kelley, Plaintiff

Against

John Price - Defendant.

Petition

4995

The State of Ohio, Union County, ss.

In Court of Common Pleas.

First Cause of Action: The plaintiff Timothy Kelley alleges that the defendant John Price, on the first day of December A.D. 1879, executed his certain promissory note, in writing of that date and there and there delivered the same to plaintiff, and thereby promised to pay to plaintiff or his order in two years from the date thereof, the sum of two Hundred ($200 00) Dollars with interest thereon at the rate of eight per cent from date, a true copy of which said note is the following. - - - - - -

"$200 00 December 1st 1879

"Two years after date I promise to pay to the order of Timothy Kelley, Two hundred Dollars, value received with interest at eight per cent. -

"John Price."

Plaintiff alleges further that the same is now due him, and wholly unpaid though plaintiff has requested payment of the same of defendant.

Second cause of Action - Plaintiff alleges that in order to secure the payment of the same and the money therein stated, the said John Price at the same time of executing said promissory note by his mortgage deed duly executed and delivered to this plaintiff conveyed to the said Timothy Kelly plaintiff, his heirs and assigns forever the following described realestate to-wit = Situated in the County of Union in the State of Ohio and Township of Jackson in the village of Essex and bounded and described, being part of Lot No. 29 - Bounded fifty four (54) feet on Essex Street, Thence four (4) rods on Lot No 31 - Thence fifty four (54) feet on G. J. Skidmore's. Thence four (4) rods on Richard Davis to the place of beginning to have and to hold the same to the said Timothy Kelly his heirs and assigns forever, which said deed of mortgage had a condition thereunder written, whereby it was provided that whereas the said John Price, hath executed to said Timothy Kelly his promissory note of even date herewith for the payment of the following sum of money, Two hundred Dollars on the 1st day of December A.D. 1881 with interest at eight percent from date. Now if the said John Price shall punctually pay said sum of money to the said Timothy Kelly or his assigns when the same becomes due with the interest Then these presents shall be void - Plaintiff further alleges that on the 2nd day of December A.D. 1879 he filed said mortgage deed for record with the Recorder of Union County Ohio at 1:20 o'clock P. M. of said day and

that the same was on the 10th day of December 1879 duly recorded in Vol. 16 Page 310 Record of Mortgages of said county, and that when said promissory note became due and payable the said Defendant John Price failed to pay the same or any part thereof according to the terms of said note, but that the same remains due plaintiff avers by the conditions of said mortgage said have become broken and it therefore has become absolute

Wherefore plaintiff prays judgment against said defendant for said sum of $200.00 with interest thereon from the 1st day of December A.D. 1879, and that on failure to pay the same by a day to be named by the Court said premises may be ordered to be appraised advertised and sold as upon execution and the proceeds of such a sale be applied in payment of the judgment to be rendered herein to the extent of said proceeds, and that execution may issue for any and all balances remaining unsatisfied after such application and for all other and further proper relief to which he may appear to the Court in law and equity to be entitled.

By Scofield & Garberson Attorneys for Plaintiff.

The State of Ohio
Marion County ss. Charles F. Garberson being by me first duly sworn says that he is one of the attorneys of the plaintiff herein named and that he is duly authorized in the premises, and that the plaintiff is a non-resident of Union County and is now absent therefrom and that the allegations contained in the foregoing petition are as he believes true.

Chas F Garberson.

Sworn to before me and in my presence subscribed by the said Charles F. Garberson this 30th day of December A.D. 1885.

[Seal] Fee 40c due. Geo. B. Scofield N.P.
Marion County, Ohio.

To Clerk of Courts: Issue summons for defendant, directed to the Sheriff of Union County Ohio returnable according to law, endorsed amt. claimed $200.00 with interest @ 8% from Dec. 1st 1879 and sale of premises. Scofield & Garberson, Attorneys.

Afterward, on the 31st day of December A.D. 1885 the following summons was issued by the Clerk of said Court, to wit:

Summons 4995

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

We command you to notify John Price that he has been sued by Timothy Kelly in the Court of Common Pleas of Union County, and that unless he answer by the 30th day of January A.D. 1886 the petition of said plaintiff Timothy Kelley against him filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 11th day of January A.D. 1886.

Witness my hand and the seal of said Court, this 31st day of December A.D. 1885.

[Seal]

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

Endorsed: Inaction for sale of premises Amt. claimed $200.00 with

Sheriffs Return 4995

Entry 4995

Amendment to petition 4995

interest @ 8% from Dec. 1st 1879

This Writ returned and filed January 8th A.D. 1886 endorsed as follows. to wit:

Sheriffs Return

The State of Ohio
Marion County ss. Received this Writ Dec. 31st A.D. 1885, at 2 oclock P.M. The within named defendant John Price not found in the county.
Mileage 3.36 Copy .20 Total $3.56 M. Hopkins, Sheriff
By A. H. Goodwin, Deputy.

4995

Afterwards, on the 11th day of March, A.D. 1886 the following Entry was made on the Journal of said Court, to wit:

Entry

Timothy Kelly
vs
John Price et al.

This day came the plaintiff and obtained leave of the Court to file an amendment to the petition in this case and make Charlotte Bruce now Charlotte Price wife of said John Price a party defendant to this action & this cause is continued for service by public action.

4995

Afterward, on the 11th day of March A.D. 1886 the following Amendment to petition was filed with the Clerk of said Court, to wit:

Amendment to petition

Timothy Kelly, plaintiff
Against
John Price, defendant

The State of Ohio, Marion County ss.
In the Court of Common Pleas.
Amendment to petition.

Now comes the plaintiff, Timothy Kelly, and by leave of the Court for that purpose first obtained files this his amendment to his petition and for such amendment says: That at the time of the execution and delivery of the mortgage deed mentioned and referred to in the petition the said defendant John Price was unmarried, but that since the execution and delivery of the same the said John Price intermarried with one Charlotte Bruce now Charlotte Price, who is still living and the wife of said defendant.

Plaintiff therefore prays that the said Charlotte Price may be made a party defendant in this case and required to answer herein, and that in case of a sale of the premises described in the petition the same may be sold free and divested of all rights of the said Charlotte Price by way of dower or otherwise, and for all other proper relief as prayed for in the petition.

By Scofield & Garberson, his attys.

The State of Ohio
Marion County ss. Will E. Scofield being duly sworn says that he is one of the attorneys of the plaintiff duly authorized in the premises: that said plaintiff is a non resident of said Marion County and is now absent therefrom & that the facts stated and allegations contained in the foregoing amendment to his petition are true as he believes.

Will E. Scofield.

Sworn to before me by Will E. Scofield and by him signed in my presence this 11th day of March A.D. 1886.

[Seal]

J. L. Burgner, Clerk.

Afterward on the 12" day of March A.D. 1886 the following Affidavit for Publication was filed with the Clerk of said Court, to wit:

Affidavit — Timothy Kelly, plaintiff, against John Price, defendant, } The State of Ohio, Union County, ss. In the Court of Common Pleas. Affidavit for publication.

4995 — Will E. Scofield being duly sworn says that he is one of the Attorneys of the plaintiff in this case, duly authorized in the premises; that said defendant John Price and Charlotte Price, his wife, are non-residents of the State of Ohio and are now absent therefrom, that said defendants reside at Kansas City, in the State of Missouri; that service of summons cannot be made on said defendants in this state and this case is one of those mentioned in Sec. 5048 of the Revised Statutes of the state of Ohio authorizing service of publication

Will E Scofield.

Sworn to before me by Will E Scofield and by him signed in my presence this 12" day of March A.D. 1886

Seal

J. J. Burgner. Clerk.

Afterward on the 16" day of July A.D. 1886 the following proof of publication was filed with the Clerk of said Court, to-wit:

Proof of Publication — Legal Notice.

4995 — John Price and Charlotte Price, his wife, who reside in Kansas City, in the State of Missouri will take notice that Timothy Kelly did on the 31st day of December A.D. 1885, file in the Clerk's Office of the Court of Common Pleas of Union County, Ohio, his certain petition alleging that the said John Price did, on the first day of December, A.D. 1879, execute and deliver to said Kelly his promissory note calling for the sum of $200, with interest at 8 per cent, per annum, until paid, and secured the same by mortgage on part of lot No 29 in the village of Essex; that the conditions of said mortgage has been broken by the nonpayment of said note, and that the same ought to be foreclosed.

The prayer of said petition is for judgment for said amount, with interest, and a sale of said premises, and other proper relief.

Timothy Kelly

By Scofield & Garberson, his attorneys. 41-w6.

Printer's Fees $10.50

Seal

The State of Ohio
Union County ss. } The undersigned, being duly sworn, says that a copy of the annexed notice was published for Six consecutive weeks in the "Union County Journal," a newspaper of general circulation in the county of Union, the first publication beginning with March 11" 1886.

W. L. McCampbell

Sworn to and subscribed before me, this 16" day of July 1886.

J. J. Burgner Clerk.

Afterwards, on the 8" day of June A.D. 1886, the following Entry was made on the Journal of the said Court, to wit:

Entry 4995 — Timothy Kelly against John Price } Journal Entry.

This day this cause came on to be heard upon the

petition and the amendment thereto, and the evidence (the defendants John Price and Charlotte Price being in default for answer or demurrer) and was argued by counsel; on consideration whereof, and being duly advised in the premises, the Court do find that the defendants, John Price and Charlotte Price, have had due and legal notice of the filing and pendency of the petition in this case, and having failed to answer or demur thereto; the facts stated in said petition and the amendment thereto are by them confessed to be true. And the court do further find that there is due to the plaintiff, Timothy Kelly, from the defendant, John Price, upon the promissory note mentioned and referred to in the petition in this case the sum of Three Hundred and four and ⁰⁰/₁₀₀ Dollars, together with interest thereon at the rate of eight per. cent per. annum. from the date of the entry of this decree.

And the court do further find that the said John Price (then unmarried) contemporaniously with the execution of said promissory note and in order to secure the payment of the same executed and delivered to the said plaintiff his certain mortgage deed upon the premises described in the petition; That said mortgage was duly filed for record with the Recorder of Union County, Ohio, on the 2nd day of December A.D. 1881, at 4 oclock P. M. and was by him duly entered of record in Record of Mortgages of said County Vol. 16 P. 315; That said mortgage is the first and best lien on said premises; that the conditions of said mortgage have been broken and that by reason thereof the plaintiff is entitled to have the defendants equity of redemption in said Real estate foreclosed.

It is therefore considered adjudged and decreed by the court that unless the said defendant, John Price, within three days from this date pay or cause to be paid to the clerk of this court the costs of this case and to the said plaintiff the amount herein before found due from an order or orders issue to the sheriff of Marion County, Ohio, commanding him to appraise, advertise and sell said Real estate as upon execution at law, and bring the proceeds of such sale into this Court to abide its further order thereon.

Afterward, on the 8th day of June A.D. 1886 the following Praecipe was filed with the Clerk of said Court, to. wit:

Praecipe

Timothy Kelly, plaintiff.
Against
John Price, defendant.

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

4995 To the Clerk: Issue an order of sale in the above entitled case to the sheriff of Union County, Ohio, returnable according to law.
Wm E. Scofield. atty. for plff.

Afterward, on the 12th day of June A.D. 1886 an order of sale was

Order of Sale

issued to the Sheriff of said county which reads as follows, to wit:

4995 The State of Ohio
Union County, ss: To the Sheriff of said County-Greeting:
Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 8th day of June A.D. 1886, in the cause of

Timothy Kelly Plaintiff, and John Price et al. Defendant said Timothy Kelley obtained a judgment or decree against the said John Price for the sum of Three hundred and four and 30/100 Dollars, and — Dollars costs of suit; And whereas, it was then and there by said Court ordered adjudged and decreed, that the said John Price shall within three days from the 8th day of June, A.D., 1886, pay unto the said Timothy Kelley the said sum of Three hundred and four and 30/100 Dollars with interest from the 8th day of June, A.D., 1886 at the rate of 8 per cent. per annum and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating Judgements and executions at law, to sell the real estate described in Plaintiffs petition &c.; And whereas, the three days aforesaid have fully expired and the said sum of $304.30 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 Village of Essex, Township of Jackson, County of Union and State of Ohio, bounded and described as follows; to-wit - Being part of Lot No. 29 bounded fifty four (54) feet on Essex Street - Thence four (4) rods on Lot No. 31, Thence fifty four (54) feet on O. C. Seidamon's Thence four (4) rods on Richard Cain's to the place of beginning.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio; this 12th day of June, A.D. 1886

Seal

J. L. Burgan. Clerk

Sheriff's Return

The State of Ohio } ss.
Union County } In obedience to the command of the order of sale hereto annexed I did on the 15th day of June 1886, summon Thomas Baldwin H. Chapman and Francis Harper three disinterested freeholders, residents of said county, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 15th day of June A.D. 1886, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Three hundred Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 15th day of June 1886, 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 17th day of July A.D. 1886, at 1½ Clock P.M. of said day. And having

Proof of Publication 4995

Entry 4995

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 17 day of July A.D. 1886, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Chester Patterson and R.H. Wiley who bid for the same the sum of Three hundred and fifty one Dollars. and said sum being more than two-thirds of the appraised value thereof, and said Chester Patterson and R.H. Wiley being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to them for said sum of Three hundred and fifty one Dollars. Summoning Appraisers and swearing Appraisers 1.20 Service .30 Conveying Appraisers 1.50 Writing appraisal .30 Copy of Appraisal .30 Notice to publish .30 Mileage 3.40 Postage .16 Total 12.36 Appraisers Fee 3.00 Printers Fee 10.20

M. Hopkins Sheriff

Afterward, on the 1 day of October A.D. 1886 the following proof of publication was filed with the Clerk of said Court, to wit:

Proof of Publication

Timothy Kelley vs John Price 4995

Sheriff's Sale.
Order of Sale.
Court of Common Pleas, Marion County, Ohio:

By virtue of the above stated writ to me directed by the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, July 17th 1886, at or about the hour of one o'clock P.M. on said day, the following described realestate, to-wit: Situate in the township of Jackson, Village of Essex, County of Union and State of Ohio, and bounded and described as follows: Being part of Lot No 37, bounded fifty-four (54) feet on Essex Street: thence, four (4) rods on Lot No 31 thence fifty four (54) feet on O.J. Skidmore: thence four (4) rods on Richard Davis to the place of beginning. Appraised at $300. Terms of Sale Cash.

Marion Hopkins, Sheriff Union County, Ohio.

June 15-1886 p.f. $6.20

W. E. Scofield, Attorney.

State of Ohio
County of Union ss.

Proof of Publication.

I, Robert Smith, do make oath that the advertisement, of which the annexed is copy, was published for 5 weeks, to wit, June 17th and 24th, and July 1st, 8th and 15th, A.D. 1886, in the Richwood Gazette, a Weekly Newspaper, printed in, and being of general circulation within said County, of which I am editor.

Robt. Smith.

Sworn to and subscribed before me, this 1 day of Oct. A.D. 1886

J. Q. Burgner, Clerk.

Afterward, on the 19 day of July A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to wit:

Timothy Kelley against John Price 4995

Entry

Journal Entry.

Upon motion to the Court by Wm. E. Scofield counsel for petitioner, and upon producing the return of the sheriff of a sale by him made in pursuance of a former order of the Court in this case, the Court having him carefully examined the proceedings of said sheriff, and finding the same to have been had in all respects in

conformity to law, and the orders hereinbefore made, do approve and confirm the same. And the sheriff is ordered, by deed in fee simple to convey said premises to the purchaser Chester Patterson and R. M. Wiley and a Writ of possession is awarded to put the purchasers in possession of said premises.

And the Court, coming now to distribute the proceedings of said sale amounting to the sum of $357.00 do order that said sheriff out of the money in his hands pay First, the costs and incurred costs of this case amounting to the sum of $21.15 - Second, The taxes now due upon said premises amounting to the sum of $23.05 - Third, The balance of said proceeds, he pay to the said plaintiff to apply on the amount hereinbefore found due him herein, to wit: the sum of $275.80

Attest John L. Burgner, Clerk.
By Nellie Roney, Deputy.

Be it remembered that on the 25th day of March A.D. 1886 the following petition was filed with the Clerk of said Court, to wit:

Charlotte Jolliff and William Jolliff
her husband Plaintiffs
vs
Martha Titus and Albert Titus, her husband, Jesse McKinn and William McKinn, her husband, Florence Pierce, Martha E. Pierce, a minor, Benjamin Pierce a minor & Hattie Pierce, a minor & John Gray guardian of Martha E. Benjamin and Hattie Pierce, Defendants.

Petition 5072

The State of Ohio, Marion County, Court of Common Pleas

Petition for Partition.

And now come the said plaintiffs and for cause of action herein against the said defendants, say:

That the plaintiff Charlotte Jolliff has a legal right to, and is seized in fee simple, as daughter and one of the heirs at law of Benjamin B. Pierce deceased, of the undivided third part of the following real estate situated in the County of Marion and State of Ohio, in the Township of Washington and in Survey No. 12112 and bounded and described as follows, to wit: Beginning at a stone (2 beeches gone) northeast corner to a lot of land containing 335 acres conveyed by John A. Reid and others to John Waskall and D. M. Pierce on the 28th day of May A.D. 1873 and on the East line of Survey No. 12112 - thence with said line S 10° E. 115 1/100 poles to a stone N.E. corner to John Waskills land - thence with the north line of his lands S 80° W 69 75/100 poles to a stone (cherry bears N 32 1/2° W. 18 links, beech bears S 72° E. 1 50/100 poles and beech bears S 47 W. 1 60/100 poles) - thence N. 10° W. 115 32/100 poles to a stone in the north line of said 335 acres tract of land (white ash bears S. 1/2° E 1 50/100 poles) - thence with said line N. 80° E 64 70/100 poles to the beginning containing 50 acres and being the same premises conveyed by Hannah J. Pierce administrator &c to Benjamin B. Pierce died recorded in Book

Praecipe 5072

Summons 5072

of page 273 of the records of deeds of Union County Ohio.

The defendants Martha Titus, Jesse Mc. Kinn, Florence Pierce, Martha E. Pierce, Benjamin Pierce and Hattie Pierce are tenants in common with plaintiff Charlotte Jolliff in the following proportions: One Third belongs to Martha Titus who is intermarried with one Albert Titus, one Fifteenth each to Jesse Mc. Kinn Florence Pierce, Martha Pierce, Benjamin Pierce and Hattie Pierce.

Said John Gray has been duly appointed guardian of Martha E. Pierce, Benjamin Pierce and Hattie Pierce, by the Probate Court of Union County Ohio.

Plaintiffs desire that the share of Charlotte Jolliff be set off to her in severalty and that partition be made of said premises, or if that cannot be done without manifest injury, that such proceedings may be had as are authorized by law.

T.B. Tutton Atty for Plaintiff.

The State of Ohio
Union County ss. } Charlotte Jolliff and William Jolliff the plaintiffs herein being first duly sworn according to law, say the facts stated and allegations of their foregoing petition are true as they verily believe.

Charlotte Jolliff
William Jolliff Jr.

Sworn to before me and subscribed in my presence by said Charlotte Jolliff and William Jolliff this 24th day of March A.D. 1886.

Seal

J. L. Jolliff. Notary Public.

Afterward, on the 17th day of April A.D. 1886 the following Praecipe was filed with the clerk of said Court to wit:

Praecipe

Charlotte Jolliff et al.
vs.
Martha Titus et al. } In Common Pleas Court of Union County Ohio.

5072

To the Clerk:

Issue Summons to sheriff of Union County Ohio for Martha Titus and Albert Titus her husband, and for John Gray guardian of Martha E. Pierce, Benjamin Pierce and Hattie Pierce, to the Sheriff of Hardin County Ohio, for Jesse Mc. Kinn and ---- Mc Kinn his husband, Martha E. Pierce, Benjamin Pierce and Hattie Pierce. Indorse for Partition.

T.B. Tutton Atty for Plaintiffs.

Afterward, on the 17th day of April A.D. 1886 the following summons was issued by the clerk of said Court, to wit:

Summons

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

5072

We command you to notify Martha Titus and Albert Titus her husband and John Gray guardian of Martha E. Pierce, Benjamin Pierce and Hattie Pierce. That they and others have been sued by Charlotte Jolliff & Wm. Jolliff her husband in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of May A.D. 1886 the petition of said plaintiffs Charlotte Jolliff and William Jolliff her husband 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 April A.D. 1886. Witness my hand and the seal of said Court, this 17th day of April A.D. 1886

J. L. Burgner, Clerk.

Endorsed: In action for Partition
T.B. Fulton Plaintiff's atty.

Sheriffs Return 5072

This Writ returned and filed April 17th A.D. 1886 endorsed as follows, to-wit:
The State of Ohio, Marion County, ss. Sheriffs Return.
Received this Writ April 17th A.D. 1886 at 2 oclock P.M. and pursuant to its command, on the 24th day of April A.D. 1886. I served the same by having a true copy of this summons with the endorsements thereon at the usual place of residence of the within named John Gray. The defendants Martha Titus and Albert Titus not found in my county. Service .80 Mileage 2.72 Copy .60 Total $3.62
M. Hopkins Sheriff.
By A.L. Goodwin, Deputy.

Afterward, on the 17th day of April A.D. 1886 the following summons was issued by the Clerk of said Court, to wit:

Summons 5072

The State of Ohio, Marion County ss. To the Sheriff of the County of Hardin - Greeting:
We command you to notify Jessie McKinn and William McKinn her husband, Martha E. Pierce a minor, Benjamin Pierce, a minor, and Hattie Pierce, a minor, that they and others have been sued by Charlotte Jolliff and William Jolliff her husband in the Court of Common Pleas, of Marion County, and that unless they answer by the 15th day of May A.D. 1886 the petition of said plaintiffs Charlotte Jolliff and William Jolliff her husband 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 April A.D. 1886. Witness my hand and the seal of said Court, this 17th day of April A.D. 1886.
[Seal] J. L. Burgner, Clerk
Endorsed: In action for Partition.
T. B. Fulton, Plaintiffs Attorney.

Sheriffs Return 5072

This Writ returned and filed April 26th A.D. 1886 endorsed as follows:
The State of Ohio, Hardin County ss. Sheriffs Return.
Received this Writ April 19th A.D. 1886, at 3 oclock P.M. and pursuant to its command, I served this writ April 23rd A.D. 1886, by delivering a certified copy hereof with the endorsements thereon to each of the within named Jessie McKinn, William Mc. Kinn and Martha E. Pierce a minor over fourteen years of age. As commanded by this writ I summoned each of the within named Benjamin Pierce and Hattie Pierce both of whom are minors under fourteen years of age by delivering to each of them on the 23rd day of April A.D. 1886 a certified copy of the within summons with the endorsements thereon. And at the same time I also delivered another certified copy of the within summons with the endorsements thereon to Hannah F. Hutchison the mother of the said Benjamin Pierce and Hattie Pierce minors as aforesaid not being able to find any Father or Guardian of said Minors in my county. Service 1.00 Mileage 2.15 Copy 1.50 Return

Waiver of Summons 5072

Entry 5072

Rec't .35 - Total $3.00

John S. Scott Sheriff. Hardin County Ohio.

Waiver of Summons - 5072

Afterwards on the 26th days of April A.D.1886 the following waiver of summons was filed with the Clerk of said Court, to wit:

Charlotte Jolliff et al. vs Martha Titus et ab. } In the Court of Common Pleas. Union County, Ohio. action in the Court above named to partition fifty acres of in Washington Township in said Union County, Ohio.

We the undersigned hereby waive the issuing and service of summons and of notice by publication and hereby enter our appearance in the above entitled action. Florence Lockhart (formerly Florence Pierce married to Orville Lockhart Feb-28" 1886) Orville Lockhart.

Waiver of Summons - 5072

Afterward, on the 26" day of April A.D.1886 the following waiver of summons was filed with Clerk of said Court, to wit:

Charlotte Jolliff et al. vs. Martha Titus et al. } In the Court of Common Pleas. Union County Ohio action in the Court above named to partition of land in Washington Township in said Union County.

We the undersigned hereby waive the issuing and service of summons and hereby enter our appearance in the above entitled action.

Martha Ann Titus.

Entry - 5072

Afterward, on the 10" day of June A.D.1886 the following Entry was made on the Journal by the Clerk of the said Court which reads as follows, to wit:

Charlotte Jolliff et al vs Martha Titus et al. } This day this cause came on to be heard on the petition and the evidence. The court find that all the defendants have had due legal notice of the pendency and demand of the said petition and that they are all in default for answer.

Thereupon the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition; that the plaintiff Charlotte Jolliff has a legal right to the one third of said estate: that Martha Titus one of the defendants has a legal right to one third of said estate: that the defendants Jesse McKinn, Florence Pierce, Martha E. Pierce, Benjamin Pierce and Hattie Pierce each have a legal right to the one fifteenth part of said estate, and that the plaintiff is entitled to have partition of said premises as prayed in the petition. It is therefore considered and adjudged and decreed by the Court that partition of said estate be made and that John W. Foreman Sr. Lewis Wright and Walter Parmer three judicious and disinterested freeholders of the vicinity are hereby appointed commissioners to make and set off the same. And it is ordered that a writ of partition issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of the commissioners above named he cause to be set off and divided to each of the above parties the part and proportion of said estate to which they are in severalty above found entitled.

and of his proceedings herein said sheriff is ordered to make due returns.

Writ of Partition

Afterward, on the 16th day of June A.D. 1886 the following Writ of Partition was filed with the Clerk of said Court, to wit:

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 John W. Foreman Sr. Lewis Wright and Walter Parmer you cause partition to be made of the following discribed premises, situate in the County of Union and State aforesaid, in the Township of Washington an in Survey No 12112 and bounded and discribed as follows, to wit:- Beginning at a stone (2 beeches gone) northeast corner to a lot of land containing 385 acres conveyed by John A. Reed and others to John Maskell and D.W. Pierce on the 25th day of May A.D. 1873 and on the East line of Survey No. 12112 - thence with said line S. 10° E. 115 11/100 poles to a stone N.E. corner to John Maskills land - thence with the north line of his lands S. 80° W. 67 75/100 poles to a stone (Cherry bears N. 32½° W 78 links, Beech bears south 72° E. 1 12/100 poles and beech bears S 47° 1 60/100 poles - thence N. 10° W. 115 92/100 poles to a Stone in the north line of said 335 acre tract of land (White ash bears S. ½° E. 1 12/100 poles - thence with said line N. 80° E. 67 90/100 poles to the beginning containing 50 acres and being the same premises conveyed by Hannah J. Pierce Administrator, &c to Benjamin B. Pierce and recorded in Book 41 page 278 of the records of deeds of Union County, Ohio.

Entry. 5072.

Among the persons named herein, and in the following proportions, to wit: To Charlotte Jolliff one third part, to Martha Titus, one Third part, to Jesse McKinn, One fifteenth part, to Florence Pierce one fifteenth part, to Martha E. Pierce One fifteenth part, to Benjamin Pierce One fifteenth part to Hattie Pierce one fifteenth part, in pursuance of an order lately made in our Court of Common Pleas, within and for said County of Union, in a certain civil action, wherein the said Charlotte Jolliff is Plaintiff, and the said Martha Titus, Jesse McKinn, Florence Pierce, Martha E. Pierce, Benjamin Pierce and Hattie Pierce are Defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith. Witness, my name and the Seal of said Court of Common Pleas, at the Court House in Marysville, O., this 10th day of June A.D. 1886.

Order of Sale in Partition 5072

(Seal)

J. L. Burgner, Clerk.

Sheriff's Return.

Sheriff's Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of John W. Foreman Sr. Lewis Wright and Walter Parmer causing said partition to be made, as will appear by the report of the Commissioners, herewith returned.

Given under my hand this 15th day of June A.D. 1886

Service .30 Mileage 3.52 Executing Writ & Swearing Com. 1.20 Conveying Com. 1.50 Total $6.52 Com. Fees 3.00

M. Hopkins, Sheriff.

Commissioner's Report.

Commissioner's Report. In Partition.

According to the command of the Writ of Partition in this case

issued, and on the call of the Sheriff of said county, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same at Thirty Dollars per. acre. Given under our hands, this 15th day of June A.D. 1886.

Commissioners { John W. Foreman
Lewis Wright & Walter Parmer.

Afterward, on the 16th day of June A.D. 1886 the following Entry was made on the Journal of the said Court, to wit:

Charlotte Jolliff et al.
vs
Martha Titus et al.

Entry. 5072. This day this cause came on for hearing upon the return of the sheriff and the report of the commissioners herein appointed herein, and on 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 appraisment of said estate at Thirty Dollars per. acres. the court find said return and proceedings in all respects in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said 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 therefor issue to the sheriff of Union County, Ohio.

Afterward on the 16th day of June A.D. 1886 the following

Order of Sale in Partition

Order of Sale in Partition was issued by the Clerk of said Court, to wit:

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

5072 In pursuance of the order of Our Court of Common Pleas, within and for the County of Union at the May term A.D. 1886 in a certain civil action now pending in said Court, wherein Charlotte Jolliff and William Jolliff her husband are Plaintiffs, and Martha Titus and Albert Titus her husband, Jesse McKinn and Wm. McKinn her husband, Florence Pierce, Martha E. Pierce, a minor, Benjamin Pierce, a minor and Hattie Pierce, a Minor, & John Gray, Guardian of Martha E. Benjamin and Hattie Pierce are Defendants, we command you that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to-wit:

Situated in the County of Union and State of Ohio, in the Township of Washington and in Survey No. 12112 and bounded and described as follows, to-wit – Beginning at a stone (2 beeches gone) north east corner to a lot of land containing 335 acres conveyed by John A. Reed and others to John Maskall and D. W. Pierce on the 28th day of May A.D. 1873 and on the east line of Survey No. 12112 = thence with said line S. 10° E. 115 11/100 poles to a stone N. E. corner to John Maskills land = thence with the north line of his lands S. 80° W. 69 45/100 poles to a stone (cherry bears N. 32½° W. 18 links, beech bears S. 72° E. 17/100 poles and beech bears S. 47° W. 1 60/100 poles) thence N. 10° W. 115 32/100 poles to a stone in the north line of said 335 acre tract of land (white ash bears S. ½° E. 1 12/100 poles) = thence with said line N. 80°

E. 64 20/100 poles to the beginning, containing 50 acres and being the same premises conveyed by Hannah J Pierce Admix &c, to Benjamin B. Pierce. Deed recorded in Book 41 page 273 of the records of deeds of Union County Ohio.

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 the said Court, at Marysville, O, this 16th day of June A.D. 1886 J. L. Burgner, Clerk.

Seal

Sheriff's Return.

Sheriff's Return. As commanded by this Writ, I have caused the lands and tenements herein described to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and in general Circulation in Union County, Ohio; and on the 17th day of July A.D. 1886, at 1½ o'clock, P.M. on said day, at the door of the Court House in said County, I offered for sale, at public auction, lands and tenements described in this Writ: And then and there came C.E. Fish who bid for the same the sum of Fourteen hundred dollars said sum being more than two thirds the appraised value: and he being the highest and best bidder, was declared the purchaser. Service .30 Copy to Printer .30 Poundage 10.50 Mortgage 2.00 Recording Mortgage 1.25 Total $14.35

Printers Fees $3.50 M. Hopkins, Sheriff.

Afterward, on the 17th day of July A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Charlotte Jolliff vs Martha Titus, et al.

Sheriffs Sale.
Court Common Pleas, Union County O.
Ord Partition.

Proof of Publication

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, July 17th 1886, at or about the hour of one o'clock p.m. on said day, the following described real estate, to-wit: Situate in the township of Washington, County of Union & State of Ohio, and bounded and described as follows: In Survey No 12112.

Beginning at a stone (two beeches gone) northeast corner to a lot of land, containing 38.5 acres conveyed by John A Reed and others to John Maskill and D.W. Price, on the 28th day of May A.D., 1873, and on the east line of Survey No 12112; thence with said line south 10° east 115 1/100 poles to a stone north-east corner to John Maskill's land; thence with the north line of his lands south 80° west 69 47/100 poles to a stone (cherry bears north 32½° west 18 links, beech bears south 72° east 1 12/100 poles and beech bears south 47° 1 60/100 poles); thence north 10° west 115 32/100 poles to a stone in the north line of said 33.5 acre tract of land (white ash bears ½° east 1 12/100 poles); thence with said line north 80° east 64 20/100 poles to the beginning, containing 50 acres, and being the same premises conveyed by Hannah J. Price, Administrator Etc., to Benjamine B. Price. Deed recorded in Book 41 page 273 of the Records of Deeds of Union County, Ohio.

Appraised at $30.00 per acre. Terms of sale: One third cash, one third in one year, and one third in two years. Deferred payments

to one second on land sold.

Marion Hopkins, Sheriff of Marion County, Ohio.

F. B. Fulton, Attorney. June 16. 1886. pf. $15.30-45-5-

The State of Ohio
Marion 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 Marion, the first publication beginning with June 16-1886

W. O. Spearer.

Sworn to and subscribed before me, this 17th day of July 1886.

[Seal] J. Q. Burgner, Clerk.

Entry. 5072

Afterward, on the 19th day of July A. D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit: ——

Charlotte Jolliff et al.
vs
Martha Titus et al. } This day came the plaintiff by his attorney, and upon producing the return of the sheriff of his proceedings and sale under the former Order of this court, and the court being satisfied on examination that the same have been had in all respects according to law; the said proceedings and sale are hereby approved and confirmed. And said sheriff is ordered by deed duly executed to convey said premises, to the purchaser, O. E. Fish, in fee simple.

It is further ordered that out of the proceeds of said sale the sheriff pay. First: To the Treasurer of Marion County $16.50, being the taxes and penalty due on said premises. Secondly: To the Clerk of this Court the costs of this Action, including a counsel fee of $3.00 to F. B. Fulton, for his services herein taxed at $100.00. Thirdly: And of the residue of said sale, to the plaintiff Charlotte Jolliff, one third of the cash proceeds, to wit $16.85 - and two notes each for the sum of $16.53 one due in one, and one in two years, to the defendant Martha Titus one third of the cash proceeds, to wit $16.85 - and two notes each for the sum of $16.53 - one due in one, and one due in two years, to the defendant Jesse Mc. Kinn one fifteenth part of the cash proceeds, to wit $2.37 and two notes each for the sum of $3.11 one due in one, and one in two years, to Florence Lockhart (formerly Florence Pierce) one fifteenth of the cash proceeds, to wit $2.37 and two notes each for the sum of $3.11 one due in one, and one due in two years: to John Gray, Guardian of Martha E. Pierce, Benjamin Pierce, and Hattie Pierce three fifteenths, to wit $7.11 and two notes each for the sum $9.33 one due in one and one in two years.

Attest. John Q. Burgner. Clerk.
By Nellie Roney. 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 said county of Marion of the Third Sub-division of the Tenth Judicial District of the State of Ohio on the 24th day of May in the year of our

Lord, one thousand eight hundred and eighty six. Heretofore, to wit, on the 23rd day of April A.D. 1886, the following petition was filed with the Clerk of said Court, to wit:

Edward Weller, Plaintiff, Against Anna Barbara Kollefrath and A.H. Kollefrath, Defendant.	In the Court of Common Pleas of Union County Ohio: Petition

First cause of action: The defendant Anna Barbara Kollefrath is indebted to plaintiff in the sum of one hundred and fifty dollars which plaintiff claims, with interest from the 1st day of February 1880 on a promissory note, of which the following is a copy.

"$150.00 Marysville February 1st 1880."

"Two years after date I promise to pay to the order of Edward Miller, one hundred and fifty dollars. Value received, with interest at 6 per cent. per annum.

Due Feb. 1st 1881. Anna Barbara Kollefoath"

There are no credits or endorsements on 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 their mortgage deed, conveying the following premises:

Situate in the county of Union and state of Ohio, and in the Village of Marysville. Being part of Virginia Military Survey No 3354. Beginning at a stake in the center of the Marysville and London gravel road, northeast corner of a lot conveyed to Edward Weller by Alexander Pollock on the 14th day of March 1849; thence with the north line of said lot N. 48½° W. 18 poles to a stake; thence S. 14½° W. 14 80/100 poles to a stake N.W. corner of a lot conveyed to Elisia J. Boyd by Edward Weller on the 15th day of February 1879; thence with the north line of said lot S. 75½° E 16 poles to the stake in the center of said Marysville and London gravel road; thence with the center of said road N. 14° E. 6 52/100 poles to the beginning containing one acre more or less." Said mortgage was conditioned in substance that if the said defendant Anna Barbara Kollefrath should pay or cause to be paid to said Edward Weller the note as hereinbefore set forth then said [mortgage] to be void, otherwise to remain in full force and virtue in law forever.

On the 4th day of March 1880 at 3¼ o'clock P.M. said mortgage was duly left for record at the recorder's office of Union County, Ohio, and was duly recorded in Book 15 pages 408 and 409 of his records.

Plaintiff therefore, asks judgement against said defendant, Anna Barbara Kollefrath in said sum of one hundred and fifty dollars, with interest from February 1st 1880, and that said premises may be sold, and the proceeds applied to the payment of said judgment and for all other and proper relief in the premises.

Brodrick & McCampbell Attys for Pltff.

The State of Ohio,
County of Union, ss. } Edward Weller, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are as affiant believes, true.

Edward Waller.

Praecipe. 5091.
Summons 5091
Sheriff's Return 5091
Answer 5091

Sworn to by Edward Weller before me and signed by him, in my presence this 23" day of April A.D.1886.

W.M. Winget - Deputy Clerk.

Praecipe. 5091. Clerk: Issue summons to the defendants to the Sheriff of Union County, Ohio, returnable according to law: Endorse, "Personal Judgment $150.00 @6% int. from February 1st 80. and foreclosure of mortgage."

Brodrick & McCampbell, attys for Plff.

Afterward, on the 23" day of April A.D.1886, the following summons was issued by the Clerk of said Court, to-wit:

Summons 5091. The State of Ohio, Union County, ss.: To the Sheriff of the County of Marion — Greeting:

We command you to notify Anna Barbara Kollefrath and A.H. Kollefrath that they have been sued by Edward Weller in the Court of Common Pleas of Union County, and that unless they answer by the 22" day of May A.D.1886, 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 Third day of April A.D.1886. Witness my hand and the seal of said Court, this Twenty third day of April A.D.1886. J.L. Burgner, Clerk.

[Seal]

Endorsed. In action for Personal judgment $150.00 @6% interest from February 1st 1880 and foreclosure of mortgage.

Brodrick & McCampbell, Plaintiff's Attys

This Writ returned and filed, May 3" A.D.1886 endorsed as follows, to-wit:

Sheriff's Return. 5091. The State of Ohio, Union County, ss. Sheriff's Returns.

Received this Writ April 3" A.D.1886, at 2 o'clock P.M. and pursuant to its command, on the 26" day of April A.D.1886, I served the same by handing a true Copy of this summons with the endorsements thereon to the within named defendants. Service 45 Mileage. 16 Copy. 40 Total $1.01

M. Hopkins, Sheriff.

Afterward, on the 21" day of May" 1886 the following answer was filed with the Clerk of said Court, to-wit:

Answer. 5091. Edward Weller, Plaintiff, vs. Anna Barbara Kollefrath and A.H. Kollefrath, Defts.

Marion County Court of Common Pleas

Answer of Anna Barbara Kollefrath.

Now comes Anna Barbara Kollefrath and for her separate answer says that she admits the execution of the said note and Mortgage as stated in the petition but denies any indebtedness thereon, whatever.

Defendant further answering says that she has been informed and believes the same to have been more than paid by her co-defendant and husband A.H. Kollefrath as stated in his separate answer and cross petition herein. She therefore prays that she may go

hence without day and recover her costs herein expended.
J. M. Kennedy and A.H. Kollefroth Attys for Deft.

State of Ohio, } ss.
County of Union, } anna Barbara Kollefrath one of the defendants herein, being sworn, says that the facts stated in the foregoing answer are true as she verily believes.

anna Barbara Kollefeath.

Sworn to by said anna Barbara Kollefeath before me this 18th day of May A.D. 1886.

W.m Smith. Justice of the peace.

Afterward, on the 21st day of May A.D. 1886 the following answer and cross petition was filed with the Clerk of said Court. to wit:

Edward Weller, Plaintiff
vs
Anna Barbara Kollefrath, Defendants

Union County Court of Common Pleas.

Answer and Cross Petition of J. H. Kollefrath.

Answer & Cross Petition

5091

First defense: The defendant A.H. Kollefrath says by way of answer to the plaintiffs petition, That he admits the execution of said note and Mortgage as stated in the plaintiffs petition, But denies any indebtness whatever on the same.

Second defense.— As a second defense the defendant says that by virtue of a verbal contract with the plaintiff and by his employment he performed the following legal service for the plaintiff which are to be applied as payments on said note and mortgage. September 1881 To making deed and helping to measure lot of land sold to Peter Dawn by plaintiff. $5.00/100 Nov. 15-1883 to securing fence along railroad on land near Dover $5.00/100 October 25-1883. To looking up title and advice on the Amrine Mill road and Mill land $20.00/100. Sept. 4-1884 To drawing and swearing plaintiff to account .50 Sept 4-1885 To drawing 10 deeds and one will etc for plaintiff disposing of all his property real and personal $200.00/100 Nov. 15-1885 To procuring railroad fence near house of plaintiff $5.00/100 January 26-1886 To making out and swearing plaintiff to an account .50. The defendant further says that said plaintiff accepted all of said work from the defendant and was to apply the same toward the payment of said mortgage and note.

The defendant A.H. Kollefrath says that his codefendant anna Barbara Kollefrath is his wife, that he purchased said real estate of the plaintiff and had the same put in the name of his wife for a home for himself and family and that he made all contracts and payments to the plaintiff in relation thereto, all of which was well known to the plaintiff at the time of entering into the verbal agreement heretofore stated. Defendant therefore prays that so much of said claim for work and labor in the way of legal service be applied to the payment of said note and mortgage as will satisfy the same, and that he have judgment against said plaintiff for the balance of the same including interest on each several account from the respective dates thereof and for all proper relief in the premises.

J.M. Kenedy and A.H. Kollefrath attys for defendants.

Reply

5091

Entry.

The State of Ohio
Union County ss. A.H. Kollefrath one of the defendants being sworn says that the facts stated in the foregoing Answer and Cross-petition are as he verily believes true.

A.H. Kollefrath

Sworn to by the said A.H. Kollefrath before me and signed by him in my presence this 18th day of May A.D. 1886.

Wm Smith Justice of the Peace.

Afterward, on the 31st day of May A.D. 1886 the following Reply was filed with the Clerk of said Court, to wit:

Edward Weller, Plaintiff,
Against
Anna Barbara Kollefrath
and A.H. Kollefrath, Defendants.

In the Court of Common Pleas of Union County Ohio

Reply

5091

Reply.

And now comes the said plaintiff and for reply to the answer and cross petition of said defendant A.H. Kollefrath herein filed says:

That he admits that said defendant performed the following services for said plaintiff: To drawing deed from plaintiff to Peter Dauer. To looking up title and advice on Amrine Mill road and land. To swearing plaintiff to account, To drawing 9 deeds and one will. To writing one letter to R.R. Co. as to fence near house of plaintiffs. To swearing plaintiff to account. Plaintiff says that he is willing to allow said defendant reasonable compensation for the above services but he denies that said services are worth the amount charged by said defendant. Plaintiff admits that said work is to apply on said mortgage and note as a payment.

Plaintiff admits that said defendants are husband and wife, and that said defendant A.H. Kollefrath made the contract for said premises and paid plaintiff all that was paid thereon and plaintiff denies each and every other allegation in said defendant's answer contained.

Broderick & McCampbell. attys for Plaintiff.

The State of Ohio
County of Union ss. Edward Weller, the plaintiff, being sworn, makes oath that the facts stated in the foregoing reply are as affiant believes true.

Edward Weller

Sworn to by said Edward Weller before me and signed by him in my presence this 31st day of May A.D. 1886

Seal

J.L. Burgner. Clerk.

Afterward, on the 11th day of June A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to wit:

Entry.

Ed. Weller, Plaintiff,
vs
A.B. & A.H. Kollefrath, Defendants.

Journal Entry May Term, 1886.
No
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: John L. Spain, Henson Chapman, James McElray, E.K. Fox Wm Poats, A. T. Berry, Peter Mackan, J.E. McCormick, J.W. Cahill, Joseph Beard Samuel Sherwood & Nelson Keller, 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;

The State of Ohio } Court of Common Pleas of said County, May Term Anno 1886
Union County, } Civil Action, Verdict for Plaintiff.

Edward Weller, Plaintiff
vs
Anna B Kollefeath & A.H. Kollefeath, Defendants. We, the Jury, being duly empanelled and Sworn, find the issues in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff, from the Defendants at the sum of $153.72

H. Chapman, Foreman.

Afterwards, on the 14th day of June A.D. 1886 the following motion for new trial was filed with the Clerk of said Court, to wit;

Motion 5091

Edward Weller, Plaintiff,
vs
Anna Barbara Kollefeath, & A.H. Kollefeath Defendants

Union County Court of Common Pleas.

Motion for New Trial.

Now comes the defendant A.H. Kollefeath and moves the Court for a New Trial for the following reasons, to-wit:

1st. That the verdict in this case is against the weight of the evidence and the law of the case.

Petition 4879

2nd. That the verdict in this case is excessive.

3rd. That the defendant has newly discovered evidence since the time of said trial, which he could not with reasonable diligence discovered before.

4th. That the Court erred in admitting the evidence of the plaintiff Edward Weller to go to the Jury over the objections of the defendant on the ground that he is attorney and does not believe in the sanctity of an oath.

J.M. Kennedy atty for Defendants.

Afterward, on the 16th day of June A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit:

Entry. 5091.

Edward Weller
vs
Anna Barbara Kollefeath et al.

Entry.

This cause now coming on for hearing on the motion of the defendants for a new trial, the court, on consideration overrules the same. It is therefore considered by the court that the said plaintiff recover from the said defendant Anna Barbara Kollefeath the said sum of one hundred and fifty five and 72/100 dollars with six per cent interest from June 11th 1886 as heretofore found due him, together with his costs herein expended taxed to $— To which ruling of the court the defendant then and there excepted. The court further find that in order to secure the payment of the note, on which said verdict was rendered the defendants Anna Barbara Kollefeath and A.H. Kollefeath executed and delivered to said plaintiff their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly

recorded in book 15 pages 408 and 409, of the records of mortgages of Union County, and is the first and best lien on the premises described in the petition, and that the conditions in said mortgage have been broken. It is therefore adjudged and decreed that unless the defendant Anna Barbara Kollfroth 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 six per cent. interest from June 11 1886, 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 directing him to appraise, advertise, and sell the said premises as upon execution, and report his proceedings to this court for further order.

attest John L. Burgner Clerk.
By Nellie Roney, 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six Heretofore, to-wit: On the 5th day of September A.D. 1885 the following petition was filed with the Clerk of the said court, to-wit:

J. L. Lewis, Plaintiff
Against
Mary E. Thomas et al
Griffeth Thomas, Defendants.

Petition

4879

In the Court of Common Pleas of Union County Ohio, Action in Foreclosure &c
Petition.

Plaintiff says that this his First cause of Action, is founded upon ten promissory notes dated respectively July 19th 1883, five of which call for the sum of $277.00 each, and are due in one two, three, four and five years respectfully after date; and five of which are notes representing the interest on said five notes, first mentioned, and of even date there with, calling for the sums of $3.10/100, $66.48/100, $49.30/100, $33.27/100, and $16.62/100 respectively and due with said five principal notes, as aforesaid and each of said ten notes to bear interest at 6% per annum after maturity, payable annually. Plaintiff further says that the first two of said principal notes and the first two of said interest notes are due and unpaid, and that Defendants are indebted to Plaintiff on said notes, due as aforesaid, in the sum $360.10/100 with interest thereon at 6% from July 19th 1884, and the sum $348.48/100 with interest thereon at 6% from July 19th 1885. Copies of said notes are here-to attached marked exhibits "A" "B" "C" "D" "E" "F" "G" "H" "I" "J" and made a part of this Petition.

Plaintiff further says for his Second cause of action - That at the time of delivering the notes aforesaid and to secure the payment of the same, the Defendants duly executed and delivered to one W. E. Benton their mortgage Deed conveying the following described premises, to wit; Situated in the Township of Allen, County of Union, and state of Ohio, and known as part of Virginia Military Survey No 3748. Beginning at a stone in the westerly line of a tract of land, part of said Survey, conveyed by William Starling to J. H. Roney and in the center of the Marysville and Bellefontaine gravel Road. Thence with the center of said Road N. 71¾ W. 85 poles to a stone.

corner to lands conveyed by W. E. Benton to Silas Newhouse March 11th 1879 Thence with a line of said lands S 22½ W. 66 70/100 poles to a stone, corner to said lands in the Westerly line of said Survey No 3748. Thence with said line S 35¼ E. 84 80/100 poles to a stone, corner to a lot of land containing six acres, also conveyed by said W. E. Benton to Silas Newhouse, March 14th 1879 Thence with a line of said lot N. 55 E. 57 poles to a stake. Thence with another line of said lot S. 35¼ E. 18 84/100 poles to a stake, corner to said lot in the northerly line of a lot of land, containing six acres, conveyed by said W. E. Benton to Henry Grimes, September 15th 1879— Thence with said line N 55° E 25 70/100 poles to a stone, corner to said last mentioned lot, in the westerly line of said tract of land, conveyed by said William Starling to said J. H. Roney, thence with said line N 35¼ W 110 44/100 poles to the beginning containing Fifty three acres.

Said mortgage was conditioned, that if said defendants, their heirs, assigns, Executors, or Administrators should pay their five principal notes, and five interest notes, described as aforesaid, said deed should be void, otherwise to be and remain in full force and virtue in law.

Plaintiff further says that he is owner and holder of said notes as indorsee of said W. E. Benton and that on December 19th 1883, for value, said W. E. Benton duly transferred all his right, title and interest in and to said mortgage to Plaintiff by written assignment on said mortgage Deed.

Said mortgage Deed has become absolute as to the first two principal notes and the first two interest notes described therein, and the interest thereon as aforesaid. Plaintiff therefore prays Judgement against said Defendants in the sum of $703.75/100 with interest at the rate of Six (6) per cent per annum on $360 70/100 from July 19th 1884; and with interest at the rate of six (6) per cent. per annum on $343 75/100 from July 19th 1885. That said mortgage may be foreclosed, the premises sold, the proceeds applied to the payment of said Judgment and for all proper relief in the premises.

Brodrick & McCampbell attys for Plff.

The State of Ohio
Union County ss } John M. Brodrick, being duly sworn on his oath says that he is one of the attorneys of record for Plaintiff, duly authorized in the premises; that said action is brought for the recovery of money only; and that said Plaintiff is a non-resident of said county of Union. Affiant further says that he verily believes the facts stated and allegations made, in the foregoing petition to be true.

John M. Brodrick.

Sworn to before me and subscribed in my presence this 5th day of September A D. 1885.

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

[Seal]

Exhibits.

Copies of notes in petition.

"A." $ 277.00

Marysville Ohio July 19th 1883.

One year after date we promise to pay to the order of W. E. Benton, Two hundred and Seventy Seven Dollars at— Value received with six per. cent interest after due payable annually.

"Attest John M. Brodrick (Signed) Mary E. (her mark) Thomas
Not Due July 19/22/84 Griffith Thomas

B. $83 10/100 Marysville O. July 19" 1883 "
" One year after date we promise to pay to the order of W.E. Benton, Eighty "
"Three 10/100 Dollars at - Value received with six per cent interest after "
"due, payable annually. "
Attest John M. Brodrick (Signed) Mary E. her + mark Thomas. "
"No 1 Due July 19/84 Griffith Thomas. "

"C" $277.00 Marysville, O, July 19" 1883. "
" Two years after date we promise to pay to the order of W.E. Benton. Two "
"hundred and seventy seven Dollars at - Value received with six per. "
"cent interest after due, Payable annually. "
"Attest John M. Brodrick (signed). Mary E. her + mark Thomas "
"No 2 Due July 19/22/85 Griffith Thomas, "

"D" $66 88/100 Marysville O, July 19" 1883 "
" Two years after date we promise to pay to the order of W.E. Benton "
"Sixty six and 88/100 Dollars at - Valued received with six per cent interest "
"after due. Payable annually. "
"Attest John M. Brodrick (signed) Mary E. her + mark Thomas "
"No 2. Due July 19/22/85 Griffith Thomas. "

"E" $277.00 Marysville, O, July 19" 1883. "
" Three years after date we promise to pay to the order of W.E. Benton, "
"Two hundred and seventy seven Dollars at - Value received with six per. "
"cent interest after due, payable annually. "
"attest John M. Brodrick (signed) Mary E. her + mark Thomas. "
"No 3. Due July 19/22/86 Griffeth Thomas. "

"F" $49 86/100 Marysville O, July 19" 1883 "
" Three years after date we promise to pay to the order of W.E. Benton "
"Forty nine and 86/100 Dollars at - Value received with six per cent interest "
"after due. payable annually. "
"Attest John M. Brodrick (Signed) Mary E. her + mark Thomas "
"No 3 Due July 19/22/86 Griffeth Thomas "

"G" $277.00 Marysville O. July 19" 1883. "
" Four years after date we promise to pay to the order of W.E. Benton "
"Two hundred and seventy seven Dollars at - Value received with six per. "
"cent interest after due, payable annually. "
" Attest John M. Brodrick. (Signed)" Mary E. her + mark Thomas "
"No. 4 Due July 19/22/87 Griffith Thomas. "

" "H." $33 27/100 Marysville O. July 19" 1883. "
" Four years after date we promise to pay to the order of W.E. "
"Benton Thirty three and 27/100 Dollars at - Value received with six per. "
"cent interest after due. payable annually. "
" Attest John M. Brodrick (Signed) Mary E. her + mark Thomas "
" No 4 Due July 19/22/87 Griffith Thomas "

"J." $277.00. Marysville O. July 19" 1883 "

"Five years after date we promise to pay to the order of W. E. Benton, Two "
"hundred and Seventy seven Dollars at- Value received, with six per. cent "
"interest after due, payable annually. "
" attest John M. Brodrick. (Signed) Mary E. her + mark Thomas "
"No 5. Due July 19/22/88 Griffeth + mark Thomas "

"J. $16.00/100 Marysville, O. July 19" 1883. "
"Five years after date we promise to pay to the order of W. E. Benton. "
"Sixteen 00/100 Dollars. at- Value received. with six per. cent. interest after due "
"payable annually. "
" attest John M. Brodrick (Signed) Mary E. her + mark Thomas "
"No 5. Due July 19/22/85 Griffeth + mark Thomas "

Precipe — To Clerk: Issue summons on Defendants in above case directed to Sheriff of Union County, Ohio, returnable according to law, and indorse "Personal Judgment and Foreclosure Amt. claimed $703,58 with int at 6% on $360.10 from July 19-1884 and int. at 6% on $343.48 from July 19-1885.
Brodrick + McCampbell. Attys for Plff.

Afterward, on the 5th day of September A.D. 1885 the following summons was issued by the Clerk of the said Court, to-wit:

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

4879 — We command you to notify Mary E. Thomas and Griffeth Thomas that they have been sued by J. L. Lewis in the Court of Common Pleas of Union County, and that unless they answer by the 3rd day of October A.D. 1885 the petition of said J. L. Lewis against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 14th day of September A.D. 1885.

Witness my hand and the seal of said Court, this 5th day of Sept. A.D. 1885.

Seal — J. L. Burgner Clerk.
By W. M. Winget, Deputy.

Endorsed: In action for Foreclosure of Mortgage and Personal Judgment Amt. claimed $703.58 with 6% int on $360.10 from July 9" 1884 and 6% int. on $343.48 from July 19" 1885.
Brodrick + McCampbell. Plaintiffs attorneys.

This Writ returned and filed Sept 14" 1885 endorsed as follows, to wit:

Sheriffs Return — 4879 — The State of Ohio } Sheriffs Return.
Union County ss. } Received this writ Sept. 5th A.D. 1885; at 2 o'clock P.M. and pursuant to its command, on the 9th day of September A.D. 1885. I served the same by leaving a true copy of this Summons with endorsements thereon at the Usual place of residence of the within named defendants, Griffith Thomas and by handing the within named Mary E. Thomas a true copy of this Summons with endorsements thereon. Service .40- Milage .96 Cop. 40 Total $1,81

Entry + 4879 — on the J. L. Mary ... defend ... of the ... are ... the ... from ... as a ... the ... & P ... livered ... on the ... said ... said ... said ... by ... Defen ... or can ... the ... 1885, ... equir ... and ... direc ... proce ... filed J. L. ...

Motion — 4879 — Mar ... Griff ... The ... the ... follow ... there ... case ... 2 ... mon ...

M. Hopkins, Sheriff.
By A. H. Gordon, Deputy.

Afterward, on the 21st day of Oct. A.D. 1885 the following Entry was made on the Journal by the Clerk of the said Court, to wit:

Entry
1879

J. L. Lewis Plff.
vs.
Mary E. Thomas et al.

In Union County Common Pleas, Ohio.
Journal Entry.

Now comes the Plaintiff herein, and the Defendants being in default for answer and demurrer, the court find that the allegations of the petition are confessed by them to be true, and find that Defendants are indebted to Plaintiff in the sum of $735.74 with interest thereon at the rate of 6% from Oct. 19th 1885.

It is therefore considered by the Court that the said Plaintiff recover from the said Defendants the said sum of $735.74 with interest thereon as aforesaid, and his costs herein expended, taxed at $.

The Court further find that in order to secure the payment of the notes set forth in said Plaintiff's petition, the said Defendants Mary E Thomas and Griffith Thomas as her husband, executed and delivered to one W. E. Benton the mortgage dued in the petition described, and on the premises therein described: That said W. E. Benton indorsed said notes in said petition set forth, and assigned said mortgage in said petition described, to the Plaintiff herein; and that said Plaintiff is now the legal and bona fide holder of the notes and mortgage aforesaid. The court further find that the condition of defeasance in said mortgage has been broken, and that the said plaintiff is thereby entitled to have the Defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the said Defendants shall, within five days from the entry of this decree, pay, or cause to be paid, to the clerk of this court the costs of this case, and to the plaintiff the sum of $735.74 with 6% interest thereon from Oct. 19th 1885; according to the terms of said mortgage deed, the Defendants equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County, directing him to sell said premises as upon execution, and bring the proceeds of such sale into Court for further order.

Afterward, on the 24th day of Oct. A.D. 1885 the following motion was filed with the Clerk of said Court, to-wit:

Motion
1879

J. L. Lewis, Plaintiff,
vs
Mary E. Thomas and
Griffith Thomas, Defendants.

Union County, Ohio. Court of Common Pleas.
Motion

Now comes Mary E. Thomas and Griffith Thomas by their atty, and move the Court here to set aside and open up the Judgment and decree heretofore taken at this term of said court for the following reasons, to-wit; First: That no summons was ever served on them in this case, and that they had no notice of the pendency of this case until after said judgment and decree was taken against them.
2nd. That said proceeding was against Mary E. Thomas a person of unsound mind and the condition of said Mary E. Thomas does not

appear in the record of this case.

3" That the summons not being served upon Griffith Thomas who was and is acting as the agent of said Mary E. Thomas. He was not aware of the pendency of said case so as to make a defense to said suit.

4" That said defendants were prevented by reason of said want of service to make a defense and consequently was unavoidably prevented from making said defense.

5" For Unavoidable casualty and misfortune preventing the defendants from defending against the same.

6" That said defendants have a good and solid defense to said cause of action and ask said decree and Judgment be set aside and held for naught.

J. M. Kennedy atty for defendants.

Afterwards on the 13" day of Nov. A.D. 1885 the following Entry was made on the Journal by the Clerk of the said Court. to wit:

Entry.

J. L. Lewis
vs
Mary E Thomas.

Entry.

4879

This day this cause came on to be heard upon the motion of the Defendants to open up and set aside the decree and Judgment heretofore rendered in this action at this the october term A.D. 1885 thereof and the Court being fully advised in the premises does open up and set aside the Decree and Judgment as aforesaid to which ruling of the Court the Plaintiff excepts and the defendants were given until Dec 1" 1885 to answer to said petition

Afterward, on the 23" day of Nov. A.D. 1885 the following Answer was filed with the Clerk of said Court. to wit:

Answer

4879

J. L. Lewis, Plaintiff.
vs
Mary E. Thomas and
Griffith Thomas, Defendants.

In the Court of Common Pleas of Union County, Ohio. Action in Foreclosure.
Answer of Mary E. Thomas & Griffith Thomas.

Now comes Mary E Thomas and Griffith Thomas leave of the Court first had and file this their answer in the above case and say they admit the Executions of the notes and mortgages set up in the petition of Plaintiff. But say that at the date of the executions of the same that the said Mary E Thomas purchased of one William E. Benton the lands described in the plaintiff Petition. And the said William E. Benton executed of that date to the said Mary E. Thomas his Deed of General Warranty, in which deed did agree and covenant with the said Mary E. Thomas that he was the lawful owner thereof and that he would warrant and defend the same against the Lawfull Claims of all persons whatsoever and that the same was free and clear of all encumbrances whatsoever. That at the time of the execution of said deed by the said W. E. Benton and wife to the defendant Mary E Thomas she paid the said W. E. Benton as large sum of money to wit 1000 Dollars in hand and executed said notes and mortgage to the said W. E. Benton for the deferred payments of said purchase money of said premises as described in the plaintiff petition

Entry

4879

and said defendants were to have immediate possession of said premises to use and occupy from and after date of the making of said conveyance and were to have one half of the Hay Crops on the premises then growing ⅓ of the wheat crop on the Farm and half the Growing Corn and all of the pasture from and after the removal of said crops and that said W. E. Benton was to put the said defendants into peacable and immediate possession of the said premises; That immediately upon the execution of the contracts above stated they undertook to take possession of said premises and one Wm. Epps who claimed to be a tenant of the said Wm. E. Benton resisted the right to the possession of the premises and kept them, the defendants, out of possession of said premises under and by virtue of his contract as said tenant of the said W. E. Benton. The said Grantor William E. Benton well knowing at the time of the making of said sale that said Wm. Epps was in possession and in control by virtue of a contract with him as his tenant and he well knew that said real estate was not free and unencumbered at the time of making said conveyance and the said defendants Mary E. Thomas and Griffith Thomas, Defendants say that by reason of the loss of the use of said lands and the crops to which they were entitled they have been damaged in the sum of five hundred Dollars. They also further say that they have been to great cost and expense in litigation, trying to maintain his possession to and his right to the crops upon said land, as agreed with said W. E. Benton to his damage in the sum of $200.00

The said defendants further say that said Wm. E. Benton sold them the said premises as discribed in plaintiff's petition with said incumbrance thereon for the purpose and intent to cheat and defraud the defendants and that he failed and neglected to put said Defendants into possession of said premises and left the said incumbrance upon said premises to the Damage of the Defendants in the sum of seven hundred dollars.

Defendants therefore pray that they be accredited by decree of the Court their damage so sustained in said sum of $700 Dollars upon said notes and mortgage and for all proper relief.

J. M. Kennedy Atty for Def.

State of Ohio
Union County ss.

Griffith Thomas one of the said defendants being duly sworn says the facts and allegations of the foregoing answer are as he believes true.

Griffith Thomas.

Sworn to by the said Griffith Thomas before me this 21 day of November A. D. 1885.

Seal

A. H. Kollefeath, Notary Public.

Entry

1879

Afterward, on the 21st day of December A.D. 1885 the following Entry was made on the Journal by the Clerk of the said Court, viz:

J. L. Lewis
vs
Mary E. Thomas et al.

This day the plaintiff was granted leave of Court to plead to defendants answer by the 15th day of January A.D. 1886 and cause continued.

Afterward, on the 28th day of December A.D. 1885 the following reply was filed with the clerk of said Court.

J. L. Lewis, Plaintiff.
against
Mary E. Thomas and
Griffith Thomas, Defendants

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

And now comes the said plaintiff and for reply to the answer of said defendants herein filed says, That said defendants purchased the premises described in the petition from William E. Benton, that said Benton executed and delivered to them his warranty deed for said premises and that said defendants paid said William E. Benton at the time of the delivery of said deed the sum of one thousand dollars.

And plaintiff denies each and every other allegation in said answer contained.

Brodrick & McCampbell Attorneys for Plaintiff

State of Ohio
County of Union ss. John M. Brodrick being sworn makes oath that he is one of the attorneys for said plaintiff duly authorized; that said plaintiff is now absent from said county of Union, and that the facts stated in the foregoing reply 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 28 day of December A.D. 1885.

[Seal] J. L. Burgner. Clerk.

Afterward, on the 9th day of March A.D. 1886 the following agreed statement of facts was filed with the clerk of said Court which reads as follows, to wit;

Agreed Statement of facts.

4879

J. L. Lewis
vs
Mary E. Thomas et al.

Agreed statement of facts.

It is agreed by and between the parties to this action that the facts herein are as follows;

I That on July 19th 1883 William E. Benton and wife conveyed the lands described in plaintiff's petition to the defendant Mary E. Thomas, and that said defendant and her husband executed to said Benton the notes and mortgage in said petition set forth, and in addition thereto paid said Benton $1000.00

II That by the terms of the contract it was understood and agreed that all of said premises were leased to various parties and that with the exception of the woods pasture of about 14 acres the said premises were to be in the possession of said defendants after the crops were removed therefrom, and that said defendant was to have the landlords share of the said crops, to wit: ½ of hay in stack, ⅓ of wheat in bushel and ⅓ of corn in shock.

III That the share of said defendant in the wheat crop would be 12 bushels worth 80 cents per bushel and that said defendant did not receive any part thereof. That said defendant received all but 2 tons of the hay belonging to her under said contract, and

that said hay was worth at the time the contract was entered into by said Benton and said defendant the sum of $6.00 per ton or $12.00 in all, or that in the following February when said hay was removed from said premises the same was worth $10.00 per ton or $20.00 in all, and that the pasture not received by said defendant was worth $10.- Making a Total as follows: If the value of hay is to be taken at the time the contract was entered into By the parties $31.60 or if the value of hay is to be taken at the time the same was removed from said premises $39.60 would be all the damage due defendant as a counter claim or set off against the notes and mortgage except the costs of the suit hereinafter set forth.

IV That an action was brought by said defendant against one W. W. Epps who was a tenant of said Benton to prevent him from hauling the landlords share of the crops off the said premises, and the same was dissolved on the ground that said Epps was not insolvent as alleged in the petition, and that said Epps brought suit on the injunction bond and the same was compromised by the parties by said defendant paying said Epps $30.00 and the costs $20.00 of which was for an attorney fee $30.00 was for loss of pasture, crops &c. by said Epps - That the costs in said first action taxed against said defendant were $9.87 and the costs in said 2nd action were $4.75

V That a couple of days prior to bringing said action in injunction, J M. Kennedy as attorney for said defendant had a conversation with said W. E. Benton in which said Benton stated to said Kennedy that said Epps had some rights which he was not aware of before and at the time he sold said premises to said defendant, but that he would arrange with said Epps and for said defendant to take possession of said premises. That on the morning that said action in injunction was brought J. M. Brodrick as attorney for said Benton had a conversation with Griffith Thomas, the agent for said May E. Thomas, defendant, and who was bringing said action, in which he told said Thomas not to bring said action as Dr. Benton would arrange the damage with him. The said Griffith Thomas does not now remember of said last mentioned conversation.

VI The notes and mortgage set up in the petition have been sold and transferred before due by said W. E. Benton to J. S. Lewis, the plaintiff and said Lewis is now the legal owner and holder thereof.

Signed by the parties hereto by their attorneys this 9th day of March A. D. 1886.

John M. Brodrick Attorney for Plaintiff
J. M Kennedy Atty for Defts.

Afterward, on the 25th day of March A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to wit:

J. S. Lewis
vs
Mary E. Thomas et al.

Entry.

4879

Entry

This day this cause came on for hearing, and the same was submitted to the court on the pleadings, agreed statement of facts and argument of counsel. On consideration whereof the court find that there is due from the said defendants to said plaintiff on the notes set forth in plaintiffs petition the sum of seven hundred

and fifty and 22/100 dollars. It is therfore considered and adjudged by the Court that the said plaintiff do recover from said defendants the said sum of seven hundred and fifty and 22/100 dollars with six per cent. interest thereon from February 22" 1886 and his costs herein expended taxed to $ and execution is awarded therefor.

The Court further find that said defendants Mary E. Thomas and Griffith Thomas, to secure said notes executed and delivered to W. E. Benton their mortgage deed as set forth in said petition and on the premises therein described: that said mortgage is the first and best lien on the premises described in the petition.

The Court further find that said W. E. Benton duly assigned and transferred all his right, title and interest in and to said mortgage to said plaintiff and that said plaintiff is now the legal owner and holder thereof. The Court further find that the condition of defeasance in said mortgage has been broken, and that the said plaintiff is thereby entitled to have the defendants' equity of redemption foreclosed. The Court further find that the said defendants are entitled to counter claim against the foreclosure of said mortgage the sum of Thirty nine and 60/100 dollars leaving the amount due in said mortgage (independent of the judgment hereinbefore rendered herein) in the sum of seven hundred and eleven and 32/100 dollars,

It is therfore considered, ordered and decreed by the Court that unless the said defendants shall within one day 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 seven hundred and eleven and 32/100 dollars, with interest at six per cent. from the 22" day of February 1886, 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 29" day of March A.D. 1886 the following Order of Sale was issued by the clerk of the said court, to-wit:

Order of Sale.

4879

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

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 25th day of March A.D. 1886, in the cause of J. L. Lewis Plaintiff, and Mary E. Thomas et al. Defendants said J. L. Lewis obtained a judgment or decree against the said Mary E. Thomas et al. for the sum of Seven hundred and Eleven and 32/100 Dollars, and — Dollars costs of suit; And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Mary E. Thomas et al shall within one day from the 25" day of March, A.D. 1886, pay unto the said J. L. Lewis, the said sum of Seven hundred and Eleven and 32/100 Dollars with interest from the 22" day of February, A.D. 1886, at the rate of 6 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ 71.20 and upon default to pay the same, that an order of sale

Sheriff's Return

4879

issue to the Sheriff of this County commanding him to proced according to the statue regulating judgments and executions at law; to sell the real estate discribed in Plaintiff's petition &c.; And whereas, the one day aforesaid have fully expired and the said sum of $711.$\frac{32}{100}$ with interest and costs have not been paid as aforesaid, as appears to us of record.

You are therefore commanded to proced, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in Townships of Allen, County of Union and State of Ohio, bounded and discribed as follows: Known as part of Virginia Military Survey No. 3748 Beginning at a stone in the westerly line of a tract of land, part of said Survey conveyed by William Starling to J. H. Roney, and in the centre of the Marysville and Bellefontaine Gravel Road - thence with the centre of said Road N 71 $\frac{3}{4}$ W. 35 poles to a stone corner to lands conveyed by W. E. Benton to Stiles Newhouse March 11" 1879. Thence with a line of said lands S 22 $\frac{1}{2}$ W. 66 $\frac{40}{100}$ poles to a stone, corner to said lands in the Westerly line of said Survey No 3748, Thence with said line S 35 $\frac{1}{4}$ E 84 $\frac{80}{100}$ poles to a stone, corner to a lot of land containing six acres conveyed by said W. E. Benton to Stiles Newhouse March 11" 1879. Thence with a line of said lot N 55 E 51 poles to a stake, thence with another line of said lot S 35 $\frac{1}{4}$ E 18 $\frac{84}{100}$ poles to a stake, corner to said lot in the northerly line of a lot of land, containing six acres conveyed by said W. E. Benton to Henry Grimes September 15" 1879, Thence with said line N. 55° E 25 $\frac{50}{100}$ poles to a stone, corner to said last mentioned lot in the Westerly line of said tract of land, conveyed by said William Starling to said J. H. Roney Thence with said line N. 35 $\frac{1}{4}$ W. 110 $\frac{77}{100}$ poles to the beginning containing Fifty-three acres.

We therfore 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, with in sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio; this 29" day of March A. D. 1886

John L. Burgner, Clerk.

Sheriff's Return

4879

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

In obedience to the command of the Order of Sale hereto annexed I did on the 1st day of April 1886, summon Wm. H. Robb H Harrington and G. S. Baldwin, three disinterested free-holders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements there described, and afterward on the 1st day of April A. D. 1886 said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Forty Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 1st

day of April 1886. 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 15th day of May A.D. 1886, at 1 o'clock P.M. of the said day. And having advertised the said lands and tenements for more than thirty days before 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. 1886, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Nathan Howard who bid for the same the sum of Fourteen hundred and Thirteen and 37/100 Dollars; and said sum being two thirds of the appraised value thereof, and said Nathan Howard being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Fourteen hundred and thirteen and 37/100 Dollars. Service 30 Swearing Appraisers 1.20 Writing Appraisal .30 Copy of Appraisal .30 Notice to Printer .30 Writing Notice .30 Poundage 19.13 Total 21.83 Appraisers' Fees 3.00 Printers' Fees 18.00

M. Hopkins Sheriff.

Afterward, on the 28th day of May A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication

J.L. Lewis
vs
Mary E. Thomas et al.

Court of Common Pleas, Union County, O.
Order of Sale.

4879

By virtue of the above state writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, May 15th 1886, 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, and State of Ohio, and bounded and described as follows: Known as part of Virginia Military Survey No. 3748 beginning at a stone in the westerly line of a tract of land part of said Survey conveyed by William Starling to J.H. Roney and in the center of the Marysville and Bellefontaine Gravel road; thence with the centre of said road north 71¾ west 35 poles to a stone, corner to lands conveyed by W.E. Benton to Stile Newhouse, March 11th 1879; thence with a line of said lands south 22½ west 66 70/100 poles to a stone corner to said lands in the westerly line of said Survey No. 3748; thence with said line south 35¼ east 84 80/100 poles to a stone, corner to a lot of land containing six acres conveyed by said W.E. Benton to Stile Newhouse, March 11th 1879. thence with a line of said lot north 55 east 51 poles to a stake; thence with another line of said lot south 35¼ east 18 54/100 poles to a stake, corner to said lot in the northerly line of a lot of land containing six acres conveyed by said W.E. Benton to Henry Grimes, September 15th 1879; thence with said line north 50° east 25 56/100 poles to a stone, corner to said last mentioned lot in the westerly line of said tract of land conveyed by said William Starling to said J.H. Roney; thence with said line north 35¼ west 110 70/100 poles to the beginning, containing 53 acres.

Appraised at $40.00 per acre.

Terms of Sale-Cash.

Marion Hopkins, Sheriff Union County, Ohio

Broderick & McCampbell, attorneys. April 14; 1886-5w-pf $18.00

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 "Marys-
ville Tribune," a newspaper of general circulation in the County of Union,
the first publication beginning with April 14" 1886.

W. O. Shearer.

Sworn to and subscribed before me, this 28" day of May 1886.

J. Q. Burgner. Clerk.

Afterward, on the 24" day of May A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit;

Entry 7879

J. L. Lewis
vs
Mary E. Thomas et al. } This day this cause came on for hearing on the motion of the plaintiff to confirm the sale heretofore made herein, and the plaintiff 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, Nathan Howard by deed in fee simple, the lands and tenements so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders, in said premises, so far as they may be paid herein, for the protection of his title; and 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 Fourteen hundred and Thirteen and 37/0 Dollars it is ordered that the sheriff, out of the money in his hands pay,

1st. The costs of this action, taxed at $ to the clerk of this Court.

2nd To the Treasurer of Union County, Ohio the taxes due on said premises to-wit $

3." To the plaintiff the remainder of the proceeds to-wit: $ in payment as follows: $762.[2] in full of the judgment and interest rendered herein and $ to apply on the notes mentioned in plaintiffs petition and not yet due - said last mentioned sum to be credited on the first notes falling due after this date, and to be credited thereon as of May 24" 1886.

Attest. John Q. Burgner. Clerk.
By Nellie Rohrer. 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 24" day of May in the year of our Lord one thousand eight hundred and eighty six, Heretofore, to-wit: On the 13" day of March A.D. 1884 the following petition was filed with the Clerk of said Court, to-wit:

Petition.

4483

J.J. Finley Plaintiff
vs
Micheal Tougnet
Sarah Tougnet + William Longnet Defts. } Court of Common Pleas, Union County Ohio.

Petition.

The Plaintiff, J.J. Finley, says, that on the 10" day of July 1883, the Defendants Michael Tougnet and Sarah Longnet executed to Marilla F. Gast. their promissory note, of which the following is a copy,

" $ 85.00 Kenton O. July 10 1883. "

Dec. 20" 1883 after date I promise to pay to the order of Marilla F. Gast eighty Five Dollars at Bank of Richwood. Value received with interest at 6 per. ct from date"

"Sarah Longnet"
"Micheal Longnet"

which note was on the 20" day of Nov. 1883 Sold and delivered to said J.J. Finley for a valuable consideration, by said Marilla F. Gast and endorsed by her as follows. "Marilla Gast" Plaintiff further says that said Sarah Longnet and Micheal Longnet on the 11" day of July 1883. Executed and delivered to said Marilla F. Gast To secure the payment of said note for $ 85.00 a Mortgage Deed for the following described Real Estate, Situate in said County of Union and State of Ohio. Being On lot No (365) three hundred and sixty five, in Beatties addition to the Village of Richwood for further description see Recorded Platt of said addition in the Records of said county. That said Mortgage was duly assigned and Transferred to the Plaintiff on said 20" day of Nov. 1883 together with said note as follows "Nov. 20" 1883" I hereby transfer the within mortgage to J.J. Finley." "Marilla Gast."

and said J.J. Finley is now the legal owner and holder of said note and Mortgage, and entitled to all the Benefits and proceeds thereof.

Plaintiff says that on the 17" day of January 1884 at 5 o'clock P.M. he filed said Mortgage for Record with the Recorder of said county of Union and that the same was duly recorded January 17" 1884 in Union County Record of Mortgages. Vol. 20 page 489

That said Mortgage Deed had a condition therein written, that whereas the said Sarah Longnet and Micheal Longnet have executed to said Marilla F. Gast, their promissory note for $ 85.00 dated July 10" due Dec. 20" 1883, bearing 6 per. ct from date, now if said note shall be paid according to the tenor thereof, Then these presents shall be void. The Plaintiff says that no part of said note was paid when the same due and that there is still due and unpaid thereon the said sum of $ 85.00 with interest since July 10" 1883.

That the Conditions of said Mortgage Deed has been broken and the same has become absolute and Plaintiff further says the Defendant William Long of the county of Hardin, claims an interest in said Real Estate and asks that he be required to set up his said claim. Wherefore Plaintiff prays that an account may be taken of the amt. due upon said note by the Court and for a decree of foreclosure of said Mortgage Deed, and that unless the Defendants pay the amt. so found to be due the Plaintiff by a day to be named by the Court, with the costs of this action that an order issue by the clerk of this court commanding the Sheriff of said county to appraise, advertise and sell

said premises and pay said judgment and costs from the proceeds thereof
P.R. Kerr Atty for Plaintiff

State of Ohio
Union Co. ss. } J.J. Finley the Plaintiff being sworn, says the statements in the foregoing Petition are true. J.J. Finley.
Sworn to before me and subscribed in my presence this 12th day of March 1884 M.M. Hill, Justice of the Peace

Praecipe

The clerk will issue summons in the above case for each of the Defendants, directed to the Sheriff of Hardin County, Ohio endorse, Foreclosure of Mortgage. P.R. Kerr. Atty for Plaintiff.

Afterward on the 12th day of March A.D. 1884 the following summons was issued by the clerk of the said Court, to wit:

Summons

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

4482

We command you to notify Michael Tougnet Sarah Tougnet and William Long that they -- been sued by J.J. Finley 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 J.J. Finley 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 March A.D. 1884 Witness my hand and the seal of said Court, this 12th day of March A.D. 1884
{Seal} J. D. Burgner, Clerk.
Endorsed: In action for Foreclosure of Mortgage &c.
P.R. Kerr Plffs Atty

This Writ returned and filed March 22nd A.D. 1884 endorsed as follows, to wit:

Sheriffs Return.

The State of Ohio
Hardin County, ss. } Sheriffs Return.
Received this writ March 14 A.D. 1884, at 10 oclock A.M. and pursuant to its command, on the 14th day of March A.D. 1884,

4483

I served the same by delivering a certified copy thereof with the endorsements thereon to the within named Michael Tougnet. I served the same March 19th 1884 by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of the within Sarah Tougnet, the within named, William Long not found in my bailiwick. Service .60 Mileage .35 - Cop, .50 Return .25 Postage .10 Total $2.00
Lewis H. Wells Sheriff Hardin County, Ohio.

Praecipe

afterward, on the 28th day of March A.D. 1884 the following Praecipe was filed with the clerk of said Court, to wit:

J.J. Finley Plff.
vs
M Tougnet et al. Deft.

4483

Court of Common Pleas, Union County, Ohio.
Marysville March 28th 1884.
To the clerk of said Court: Issue summons in the above case to Sheriff Hardin County for William Long returnable according to law.
P.R. Kerr. Atty for —

Afterward, on the 28th day of March A.D. 1884 the following

summons was issued by the Clerk of said Court to-wit:

Summons 4483

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

We command you to notify William Long that he and others have been sued by J.J. Finley 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.J. Finley 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 8th day of April A.D. 1884

Witness my hand and the seal of said Court, this 28th day of March A.D. 1884.

[Seal] J.L. Burgner, Clerk.

Endorsed: In action for foreclosure of mortgage.
P.R. Kerr. Plff's Atty.

This Writ returned and filed, April 4th 1884 endorsed as follows, to-wit:

Sheriff's Return 4483

The State of Ohio,
Hardin County, ss.: Received this Writ March 31st A.D. 1884, at 10 o'clock A.M. and pursuant to its command, on the 3rd day of April, A.D. 1884, I served the same by delivering a certified copy hereof with the endorsements thereon to the within named defendant. Service .30 Mileage .20 Cop. 25 Return 25 Total $1.00

Lewis H. Wells, Sheriff Hardin County, Ohio.

Afterward on the 20th day of Feb. A.D. 1885 the following Entry was made on the Journal by the Clerk of the said Court, to-wit:

Entry 7485

J. J. Finley, Plaintiff,
vs
Micheal Longnet et al. Defendants. Petition on Note and Mortgage.

And now comes the said J.J. Finley by P.R. Kerr his attorney (and the Defendants by their attorneys and thereupon this cause came on to be heard upon the petition, answers and evidence, and was argued by counsel) and the said Defendants having withdrawn their said answers, the said petition is taken to be true. It is therefore considered that the said plaintiff ought to recover the amount due him by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff from the said Micheal Longnet on the note and mortgage in the petition mentioned and set forth, the sum of Thirty nine Dollars, and 40 cents, and that it is lien upon said premises: It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant the said sum of Thirty nine Dollars and 40 cents, the sum found due as aforesaid, and also his costs taxed at $, And it is further ordered and adjudged that in case the said defendant fail for 5 days from this date, to pay to the said plaintiff the said sum of Thirty nine Dollars and 40 cents so as aforesaid found due, with the costs of suit, upon delivery to said county of Union commanding him to cause the said lands and tenements in said petition described, to-wit: Lot No 365 in Beatty's addition to the town of Richwood to be Appraised, Advertised and Sold, according to law, and apply the proceeds of the sale, first in payment of costs: second, in payment of the judgment so as aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court.

Praecipe 4483

Order of Sale 4483

Sheriff's Return 4483

Afterward, on the 18th day of March A.D. 1885 the following praecipe was filed with the Clerk of the said Court, to-wit:

Praecipe 4483

J.J. Finley Plff.
vs
Micheal Tougnet et al. Defts

Court of Common Pleas, Union County, Ohio.
Marysville March 13th 1885.

To the Clerk of said Court: Issue Order of sale in the above case, To Sheriff of Marion Co. returnable according to law.

P. R. Kerr. Atty for Plaintiff.

Afterward, on the 13th day of March A.D. 1885 the following Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale 4483

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

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 20th day of Feb. A.D. 1885 in the cause of J.J. Finley Plaintiff, and Micheal Tougnet et al. Defendants, said J.J. Finley obtained a judgment or decree against the said M. Tougnet for the sum of Thirty nine and ——/100 Dollars and —— Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said M. Tougnet shall within 5 days from the 20th day of Feb. A.D. 1885, pay unto the said J.J. Finley the said sum of Thirty nine and 70/100 Dollars with interest from 20th day of Feb. A.D. 1885, at the rate of —— per. cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition, &c: and whereas, the 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 and tenements, to-wit: Situated in the village of Richwood, County of Union and State of Ohio, bounded and described as follows: On lot No. 365 in Beatty's Addition to the town of Richwood. We therefore command you, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on 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 13th day of March, A.D. 1885

[Seal]

J. L. Burgner, Clerk.

Sheriff's Return 4483

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

In obedience to the command of the Order of Sale hereto annexed I did on the 18th day of March 1885 summon O.P. Lenox, J.E. Howe and James Butler three disinterested free holders, residents of said County, who were by me duly sworn to view and appraise the lands

and tenements therein described, and afterward, on the 18th day of March, A.D. 1885, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises estimate and appraise the real value in money of the same at Six hundred Dollars. A certified copy of said appraisal I forth with deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 21st day of March 1885, I caused to be advertised in the Richwood Reporter (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 25th day of April A.D. 1885, at 2 o'clock, P.M. of said day; And having advertised the said lands and tenements for more than Thirty days previous to the day of sale, to wit; five consecutive weeks; and in pursuance to said notice, I did on said 25th day of April 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 P.R. Kerr who bid for the same the sum of Four hundred Dollars, and said sum being two thirds of the appraised value thereof, and said P.R. Kerr 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. Service 30 Summoning Appraisers 1.20 Conveying Appraisers 1.00 Writing Appraisal .30 Copy of Appraisal .30 Notice to Printer .30 Mileage 2.56 Total $5.96 Appraisers' Fee 3.00 Printers' Fees $9.30

Marion Hopkins Sheriff.
By A. H. Goodwin Deputy.

Afterward, on the 28th day of April A.D. 188 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Copy of Advertisement

Sheriff's Sale.

Proof of Publication

J.J. Finley vs M. Touguet, et al. 4483

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, April 25th 1885, at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit: Situate in the Village of Richwood, County of Union, State of Ohio; and being know and described as follows: In lot No. 365 in Beatty's addition to the town of Richwood. Appraised at $600.

Terms of sale cash. Marion Hopkins. Sheriff Union County.

P.R. Kerr, Attorney. March 21, 1885 - 5ew - p.f. $9.30

Statement.

J. S. Blake, being duly sworn, says he is one of the Publishers of the Richwood Reporter, a weekly newspaper, published and printed in Richwood Union County, Ohio, and of general circulation therein, and that the annexed Advertisement was published in said newspaper 5 consecutive weeks, the first insertion being on the 21st day of March A.D. 1885.

[Seal] J. S. Blake.

Sworn to and subecribed before me, this 28th day of April A.D. 188 . P.R Kerr Notary Public.

Printer's Fee $9.30 Notary's Fee .40

Entry 4483

Motion 4483

Entry 4483

Afterward, on the 7th day of July A.D. 1885 the following Entry was made on the Journal by the Clerk of the said Court, to-wit:

J.J. Finley

vs

Michael Tougnet et al.

Entry

4483

On Motion of the Plaintiff and upon his producing the return of the Sheriff of the sale made under former order of this court and the court on careful examination of the procedings of the said Sheriff, being satisfied that the same have been in all respects in conformity to law and the orders of the court, it is ordered that the said proceedings and sale be and the same is hereby approved and confirmed. And it is further ordered that said Sheriff convey to the purchaser P.R. Kerr or his assigns, by deed according to law, the property so sold, upon the payment of the purchase money to the satisfaction of said sheriff and said purchaser or his assigns is hereby subrogated to all the rights of the said lien holders in said premises, and a writ of possession is awarded to put said purchaser in possession of said premises and it is further ordered that the clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of said county. The Court coming now to the distribution of the proceeds the sale of said premises- It is ordered that the sheriff out of the money in his hands pay. First to the Treas the taxes, penalty and interest against said property. To wit $

Second, The costs of this action taxed at $. Third To the Plaintiff J. J. Finley the sum of $39.40 the amt. heretofore found due him with interest thereon, from date of said decree.

As to the ballance, it is ordered that the sheriff bring the same into Court to await the further order of the Court in an action now pending in this Court to subject the same to the payment of certain judgments, to-wit: the case of Souder & Bright against E.B. Degood et al.

Afterward, on the 5th day of March A.D. 1886 the following motion was filed with the clerk of said Court, to wit:

J.J. Finley, Plaintiff.

vs

Michael Tougnet et als. Defts.

Court of Common Pleas Union County Ohio.

Motion.

Motion

4483

Marion Hopkins now comes and asks the court herein to set aside the sale made heretofore by himself as sheriff of Union county Ohio; and for cause says: That there has never been any money paid on said sale by the pretended purchaser.

Marion Hopkins Sheriff.

Afterward, on the 17th day of March A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to wit:

J.J. Finley

vs

Michael Tougnet

Entry

4483

This day came the parties herein and by consent the sale heretofore made was set aside and the Entry confirming the same and ordering Deed is set aside and ordered stricken from the record.

John A. Price Judge

Afterward, on the 27th day of May A.D. 1886 the following

Entry

4483

Entry was made on the Journal by the Clerk of the said Court, to-wit:

J. J. Finley
vs
Michael Fouquet et al. } This day this cause came on to be heard upon motion of Plaintiff to set aside the appraisement of the premises described and for a reappraisement of same - was argued by counsel and the court being fully advised, sustained said motion and ordered that said premises be reappraised and again offered for sale by the Sheriff.

Afterward on the 10th day of April A.D. 1886. the following Alias Order of Sale was issued by the Clerk of the said Court, to-wit:

Order of Sale

4483

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 20th day of February 1885 J.J. Finley obtained a judgment or decree against M. Fouquet for the sum of Thirty-nine and 70/100 Dollars and - Dollars, costs of suit: And whereas it was then and there by said Court ordered, adjudged and decreed that the said M. Fouquet shall within five days from the 20th day of February A.D. 1885 pay into the said J.J. Finley the said sum of Thirty-nine and 70/100 Dollars, with interest from the 20th day of February A.D. 1885 and costs aforesaid, and upon default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in the Plaintiffs petition &c.

And whereas, the five days aforesaid, have fully expired, and the said sum of $39 70/100 and costs aforesaid, have not been paid, or any part thereof, as appears to us of record; and whereas, under a former order of sale issued out of this Court, on the 15th day of March A.D. 1885 the following lands and tenements were appraised, advertised and offered for sale, to-wit: Situate in the village of Richwood, County of Union & State of Ohio, described as follows: Lot No. 365 in Beattys Addition to the town of Richwood, and whereas, no sale was had under the 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: $600.00 and the money arising from said sale, and your proceedings herein have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof.

Witness my hand and seal of said Court, at Marysville, Ohio this 10th day of April A.D. 1886

[Seal]

John L. Burgner, Clerk.

Sheriffs Return

1483

The State of Ohio,
Union County, ss. } In obedience to the command of the order of sale hereto annexed, I did on the 15th day of April 1886 cause to be advertised in the Richwood Gazette (a newspaper printed and published and of

Proof of Publication

4483

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Order of Sale

4483

Publication
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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. 1886 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 15th day of May A.D. 188- 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 not sold for want of bidders. Notice to Printer .30 affidavit of Printer .30, Writing notice .30 Total .90 Printer's Fees 8.70

M. Hopkins, Sheriff.

Proof of Publication

Afterward, on the 15th day of May A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit;

4483

J. J. Tinley,
vs
M. Tourquet, et al.

Alias an Order of Sale.
Court of Common Pleas, Union County, Ohio:

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio: I will offer at Public Sale, at the North door of the Court House in Marysville, Ohio, on Saturday, May 15th 1886, at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit: Situate in the Village of Richwood, County of Union, State of Ohio, and being known and described as follows: Out-lot No. 365 in Beatty's Addition to the town of Richwood. Appraised at $600. Terms of Sale cash.

Marion Hopkins, Sheriff Union County, Ohio.

P. R. Kerr Attorney. April 15th 1886-38-5w. fp. f. $8.70

Proof of Publication.

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 5 weeks, to-wit April 15th 22nd. & 29th and May 6th & 13th, A.D. 1886 in the Richwood Gazette, a Weekly Newspaper, printed in, and being of general circulation within said county, and of which I am editor.

Robert Smith.

Sworn to and subscribed before me, this 15th day of May A.D. 1886

J. L. Burgner.

Afterward, on the 25th day of May A.D. 1886 the following Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale

4483

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

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 20th day of February A.D. 1885, in the cause of J. J. Tinley Plaintiff, and Michael Tourquet et al. Defendants said — obtained a judgment or decree against the said Michael Tourquet for the sum of Thirty nine and 40/100 Dollars, and — Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Michael Tourquet shall within 5 days from the 20th day of Feb. A.D. 1885; pay unto the said J. J.

Finley the said sum of Thirty nine and 70/100 Dollars with interest from
20 day of Feb. A.D. 1885, at the rate of per cent. per annum, and to the
Clerk of this Court the costs of this action herein, taxed to $ and up-
on default to pay the same, that an order of sale issue to the Sheriff of
this County commanding him to proceed according to the statue reg-
ulating judgements and executions at law; to sell the real estate de-
scribed in Plaintiff's petition, &c: And whereas, the 3 days aforesaid
have fully expired and the said sum of $39.40 with interest and
costs has not been paid as aforsaid, as appears to us of record. You
are therfore commanded to proceed, and appraise, advertise and sell,
as aforsaid, the following lands and tenements, to-wit: Situated in
the Village of Richwood, County of Union and State of Ohio bounded
and described as follows: Being all of Inlot No (365) three hundred
and sixty five in Beatty's Addition to the village of Richwood: for fur-
ther description see Recorded Plats of said addition in the Records of
said County. We Therfore Command You, That you proceed to carry
said order, judgment and decree into execution agreably to the tenor
thereof, and that you expose to sale the above described Real Estate, under
the Statute regulating Sales on Execution, and that you apply the pro-
ceeds 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 28th day of
May A.D. 1886.

[Seal] J. D. Burgner, Clerk.

Proof of Publication. 4483

Sheriff's Return. 4483

The State of Ohio,
Union County, ss. In obedience to the command of the Order of Sale
hereto annexed I did on the 4th day of June 1886, summon W. H. Cook-
right H. D. Dill and J. A. Phillips three disinterested freeholders, resi-
dents of said County, who were by me duly sworn to view and appraise
the lands and tenements therein described, and afterward, on the 4th
day of June A.D. 1886, said appraisers returned to me, under their hands
and seals, that they did upon actual view of the premises, estimate
and appraise the real value in money of the same at Four hundred and
fifty Dollars. A certified copy of said appraisal I forthwith deposited
in the office of the Clerk of the Court of Common Pleas of said County,
and on the 7th day of June 1886, 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 10th day of July
A.D. 1886, at 1/2 o'clock, P. M. of said day. And having advertised the
said lands and tenements for more than thirty days previous to the
day of sale, to-wit, five consecutive weeks: and in pursuance to said
notice, I did on said 10th day of July, A.D. 1886, at the time and place
above mentioned, proceed to offer said lands and tenements at pub-
lic sale, and then and there came Daniel Robinson who bid for

Entry 4483

the same the sum of Three hundred and Thirty five Dollars and said sum being more than two-thirds of the appraised value thereof, and said Daniel Robinson being the highest and best bidder there for I then and there publicly sold and struck off said lands and tenements to him for said sum of Three hundred and Thirty two Dollars. Service .30 Summoning and Swearing Appraisers 1.20, Writing appraisal .30, Copy of appraisal .30 Notice to Printer .30 Mileage 2.56 Poundage 4.98 Total $7.94 Appraiser's Fees $3.00 Printers Fees $7.60

M. Hopkins. Sheriff.

Afterward, on the 1st day of October A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

J. J. Finley
vs
M. Tonguet; et. al.

On Order of Sale.

Court of Common Pleas. Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer at Public Sale, at the North door of the Court House, in Marysville, Ohio, on Saturday July 10th, 1886, at or about the hour of one o'clock P. M. on said day, the following described real estate, to-wit: Situate in the village of Richwood, County of Union, State of Ohio, and being known and described as follows:

Being all of Lot Lot number three hundred and sixty five (365) in Beatty's addition to the Village of Richwood. For further discription see recorded plats of said addition in the Recorder's office of said county.

Appraised at $450. Terms of Sale Cash.

Marion Hopkins, Sheriff Union County, Ohio.

P. R. Kerr, Attorney. June 7th 1886.-46-5w. p. f. $9.60

Proof of Publication.

Proof of Publication.

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 5 weeks, to-wit: June 10th 17th and 24th, and July 1st and 8th, A.D. 1886, in the Richwood Gazette, a Weekly Newspaper, printed in, and being of general circulation within said county, and of which I am editor.

Robt. Smith.

Sworn to and subscribed before me this 1st day of Oct. A.D. 1886

J. L. Brugner.

4483

Afterward, on the 19th day of July A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

J. J. Finley.
vs
M. Tonguet et al.

Entry

This day this cause came on to be heard on motion of Plaintiff to confirm sale of premises recently made by the Sheriff and the Court being fully advised in the premises and upon the Plaintiff producing the return of the sheriff find that said sale and proceedings of the sheriff has in all things been regular and according to law. Wherefore it is ordered by the Court that said sale be and the same is hereby confirmed and the sheriff is ordered to convey to the purchaser said premises by deed according to law.

4483

And the court coming now to the distribution of the proceeds of said sale, order that out of said proceeds the sheriff pay the taxes now due upon said premises 2nd. The costs of this action 3rd. The Mortgage lien of the Plaintiff to-wit, $ and the balance of said proceeds to be brought into court and held for further order of Court.

Attest. John L. Burgaer, Clerk.
By Nellie Roley, 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 twenty fourth (24) day of May in the year of our Lord one thousand eight hundred and eighty six Heretofore to-wit: on the 24" day of September A.D. 1884 the following petition was filed with the Clerk of this Court, to-wit:

Martha Moore, Plaintiff.
vs
George Bozer, Defendant

Court of Common Pleas, Union Co. Ohio
Petition

The Plaintiff, Martha Moore, says she has the legal title to and is in possession of the following Real Estate - to-wit Lot No. 759 in Beems addition to the Town of Richwood Union Co. Ohio, and that said Defendant George Bozer claims to be the owner thereof and has commenced an action in Forcable Entry and detention Before M. H. Hill a Justice of the Peace in and for said county. to obtain possession thereof said action is brought against J. Bonar the lessee of the Plaintiff of said Real Estate.

Plaintiff says that she purchased said Lot about the year 1878 from one Winget Harriman that said Harriman was at that time the owner of said lot No 759 and also the adjoining lot No 760 that lot 759 was an improved lot, having a good substantial dwelling house and other improvements thereon and was of the value of $500.00 and lot No 760 was a vacant lot of the value not to exceed $75.00; that her son acting as her agent went with said Harriman upon the said premises and had actual view of the same that is of lot No 759, the one with the house on and that upon her said agents representations of said premises, she purchased the same, and that said Winget Harriman and his wife executed and delivered to her a warranty deed, for said premises, but the Magistrate, who executed said deed, by describing said premises described the same as "Lot No 760", being the lot with the house on" The Plaintiff says she did not know of this mistake but took the deed, and had the same recorded, and took immediate possession of said house and lot, and has held, and enjoyed the undisputed possession of the same, up to the 25" of May 1884, at said date the said Defendant George Boyer purchased said vacant lot, of one Frank Thomson of Delaware O, who had purchased the same of said Harriman, Since the conveyance of said Harriman of said house and lot to the Plaintiff as aforesaid.

But said Harriman in conveying said vacant lot, to said Thomson intended to convey Lot No 760 but by mistake described it as

Entry 4626

Lot No 759 and said Thomson also conveyed to Bozer lot No. 759.

Plaintiff says that none of the aforesaid Parties knew of the clerical mistake in the No. of the lots in said conveyance until after the said conveyance to said George Bozer May 25 "1884. That said Bozer upon discovering that Lot No 759 as the same is designated on the recorded Map of said Addition was the one on which said house was situated, notified the Plaintiff that he claimed said house and lot which was in Plaintiffs Possession by her tenant said J.W. Comer and demanded that she surrender immediate possession of the same to him which she has refused to do. Whereupon said Bozer after giving the necessary legal notice has commenced proceedings before the Justice of the Peace as aforesaid against said Tenant of the Plaintiff to obtain possession thereof. Which suits stands for hearing Sep. 27" 1884

Plaintiff says if said Bozer is permitted to proceed with his said suit before the Justice, and obtain possession of said premises she will suffer thereby irreparable injury and loss wherefore Plaintiff prays that defendant George Bozer may be enjoined by a restraining order issued from said Court from proceeding further with his suit before said Justice of the Peace and that said Defendant may be required to set up his said claim to said premises in this court in answer hereto and that upon a final hearing said premises, to wit said lot No. 759 on which said house is situated, may be decreed to be the property of the Plaintiff and that her title thereto may be forever quieted.

P.R. Kerr. Atty for Plaintiff.

State of Ohio }
Marion county } ss. P.R. Kerr, being sworn says he is the agent of the Plaintiff in this action and that facts stated in the foregoing Petition are within his own personal knowledge and that facts so stated are true.

P.R. Kerr.

Sworn to before me and subscribed in my presence this 24" day of Sep. 1884

J. D. Burgner, Clerk.

Seal

Afterward, on the 26" day of Sep A.D. 1884 the following Entry was made on the Journal of the said Court, to wit:

Martha Moore vs Geo. Bozer — Injunction.

Entry 4626

On motion of the Plaintiff by her attorney, and good cause being shown therefor, it is ordered that, on an undertaking being given in the sum of one hundred Dollars, with sureties to the approval of the clerk, an injunction be allowed to issue herein, enjoining the said defendant from proceeding further with his said action in forcible entry now pending before W.W. Hill a Justice of the Peace of said County of Marion until the further order of this Court.

Afterward, on the 26" day of Sep. A.D. 1884 the following Undertaking was filed with the Clerk of said Court, to wit:

The State of Ohio, } Undertaking By Plaintiff for Injunction
Marion County, ss. } Court of Common Pleas.

Undertaking — Martha Moore. Plaintiff.
vs
George Boyer. Defendant. } We bind our selves to the said defendant George
Boyer, in the sum of one hundred dollars, that the said plaintiff
4626 Martha Moore shall pay to the said defendant the damages he may sus-
tain by reason of the injunction in this action, if it be finally de-
cided that the said injunction ought not to have been granted.
Sept. 25th 1884 P. R. Kerr, T. P. Cratty.
This undertaking approved by me this 26th day of Sept. 1884
J. Q. Burgner, Clerk of said Court.

Praecipe — Afterward, on the 26th day of Sept. A.D. 1884 the following Prae-
cipe was filed with the Clerk of the said Court, to wit:
The clerk will issue summons to Deft George Boyer to Sheriff of
Union Co. Ohio indorse injunction allowed.
P. R. Kerr. Atty for Pltff.

Afterward, on the 26th day of Sept. A.D. 1884 the following sum-
mons was issued by the Clerk of the said Court, to wit:

Summons — The State of Ohio
Union County ss. } To the Sheriff of the County of Union - Greeting:
4626 We command you to notify George Boyer that he has been sued
by Martha Moore in the Court of Common Pleas of Union County,
and that unless he answer by the 25th day of Oct A.D. 1884. the petition
of said Martha Moore against him filed in the Clerk's Office of said
Court, such petition will be taken as true, and judgment rendered
accordingly. You will make due return of this summons on the 6th
day of Oct. A.D. 1884. Witness my hand and the seal of said Court,
this 26th day of Sept. A.D. 1884
[Seal] J. Q. Burgner, Clerk.
Endorsed: Injunction allowed.

Sheriff's Return — This Writ returned and filed Oct 6th A.D. 1884 endorsed as
follows, to-wit:
The State of Ohio,
4626 Union County, ss. } Received this Writ September 26th A.D. 1884, at
6 o'clock P.M. and pursuant to its command, on the 27 day of
September A.D. 1884. I served the same by leaving at the usual
place of residence of the within named George Boyer a true copy of
this writ with endorsements thereon. Service .30 Mileage 2.72 Copy
.20 Total $3.22
John Hobensack Sheriff U. Co. Ohio.

* (2) Afterward, on the 24th day of Feb. A.D. 1886 the following Entry
was made on the Journal by the Clerk of the said Court, to wit:
Martha Moore
Entry — vs
George Boyer. } This day this cause came on to be heard on the
4626 demurrer of the Defendant to the petition of the Plaintiff: was argued
by counsel and the court being fully advised in the premises overrules
said demurrer and Defendant has leave to answer by March 1st 1886

To the overruling of Demurrer Dft. excepts.

X (1) Afterward, on the 23rd day of Oct. A.D. 1884 the following Demurrer was filed with the Clerk of the said Court, to-wit:

Martha Moore, Plaintiff,
vs
George Boyer, Defendant,

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

Demurrer

Demurrer.

4626

Now comes the defendant by his attorney and demurs to plaintiff's petition for this, that said petition does not state facts sufficient to constitute a cause of action and not sworn to by party in interest.

Afterward, on the 5th day of March A.D. 1886 the following Answer was filed with the Clerk of said Court, to-wit:

Martha Moore, Plaintiff,
vs
Geo. Boyer Defendant.

Court of Common Pleas, Union County, Ohio.

Answer

4626

Answer.

The defendant Geo. Bayer for his answer to plaintiff's herein says that he denies that the said plaintiff Martha Moore has the legal title to said Lot described in her said petition, to-wit: Lot No. 759 in Beems addition to the town of Richwood Union County, Ohio. The defendant admits that said Martha Moore, plaintiff is in possession of said Lot No 759 as aforesaid. Defendant admits that said action in forcible entry and detention before said Justice, referred to in petition, was brought against said J. W. Baemer the pretended lessee of said plaintiff. And says that the same said cause, was tried in said Justice Court; and that the plaintiff Geo. Boyer in said suit obtained a judgment for a writ of restitution of the premises to wit said Lot No. 759 in Beems addition to the town of Richwood, Union County, Ohio; all prior to his knowledge of this suit and notice of injunction allowed therein. Defendant denies that the plaintiff purchased said Lot 759 in said addition and said town as set forth in her said petition. Defendant says that the title of the said Lot 759 (as appears) as he has been informed by the Auditor of Union County by the duplicate of said County to be in the State of Ohio said Lot 759 having been forfeited to the State for the non payment of the taxes thereon and that said title so remained in said State of Ohio, until the year A.D. 1880 when the same was transferred to one Isaac N Green.

And that said Isaac N. Green and Ellen W Green, his wife prior to said last transfer, transferred the title to said Lot No 759 to Winget Harriman and Martha J Harriman, his wife, did on the 25th day of March A.D. 1880 execute and delivered to Frank E. Thomson of the County of Delaware and State of Ohio, their certain warranty deed, wherein said Winget Harriman for himself, his heirs, executors and administrators; does covenant to warrant and defend the title to said Lot No. 759 together with other lots herein described; to-wit: No 688, 689 all in the aforesaid addition to the town of Richwood in the said Union County, Ohio referring to recorded plat of said addition duly recorded in the Records of the Recorders' Office.

Marysville, Ohio, against all claim or claims of all persons whomsoever
Defendant says that, said deed was presented to the Auditor of said
County of Union on the 12th day of December A.D. 1881 and that the title to
said Lot was entered and placed on the duplicate of said County for
taxes in the name and against said Frank Q. Thomson and that
on said 12th day of December said deed was recorded by the Recorder of
said County and on the 24th day of December A.D. 1881 said deed was
duly recorded in book No. 53 page 224.

Said Defendant further says that on the 25th day of April A.D. 1884
said Geo. Bayer purchased from said Frank Q. Thomson of Delaware
Ohio Lot No 759 in Beems addition to the town of Richwood, Union
County, Ohio, paying therefor full value for said lot by exchanging
other real property therefor to wit; About two and three fourths acres
($2\frac{3}{4}$) of land in said County with a dwelling thereon being the only
real property owned by said defendant, that good and sufficient deeds
were executed and exchanged and delivered one to the other, by and
between said defendant and said Frank Q. Thomson that the deed
from said Thomson to said defendant for said lot No 759 was ex-
ecuted on and bears date of April 25th 1884 A.D. and was presented to
the Auditor of said County of Union and by him duly transfered
for taxes on his duplicate May 15th A.D. 1884 and that the same was
duly entered of record May 16th A.D. 1884 in the Record of Deeds of said
County, Vol 27 Page 66. Defendant denies that there is any mistake
in his said deed as effecting the title to said lot No 759 or 760 as de- Reply.
scribed and set forth in plaintiffs petition and says he is not now 0
nor was he at the time of his said purchase from said Thomson 4626
or prior thereto, informed of any mistake or mistakes as refered to
in petition herein, in the drawing of said deeds and says that he
purchased said Lot No 759 of said Thomson in good faith, knowing
that there was a dwelling thereon intending to occupy the same as his
residence and believing that said Thomson had good title thereto
as exhibited by the Record of deed in said County and says that if
said mistake existed by or between said plaintiff and said Harri-
man he, said defendant had no notice thereof and innocently ac-
cepted said deed for said Lot 759 paying in exchange as cash, full
value therefore about five hundred dollars ($500) said defendant
says that seeking to obtain possession of said property to-wit:
said lot No 759 by him purchased from said Thomson he found Entry.
one J. W. Barnes one of his said lots No 759 and also that said Bar- 4626
nes also occupied said Lot No. 760, claiming that both of said
lots were leased from said Martha Moore, all of which from the
statement of said plaintiff and other facts, defendant believes
to be true and claims that said plaintiff has or ever had any
legal title to said Lot No 759 in said addition to said town and de-
nies that said plaintiff is entitled to possession of said Lot 759 or
has or had any right to lease the same. And said defendant
further says that said plaintiff is guilty of negligence if her said
petition is true, to-wit: in not investigating as to when the taxes
on said lot were charged, on the duplicates of said County and in

failing to pay any tax on the same thereby allowing what is now claimed as a mistake to remain and continue for a great number of years whereby the defendant would be greatly damaged if said pretended mistake is corrected and plaintiff allowed the relief asked for in her said petition.

The defendant says that he purchased said lot 759 in good faith innocently and without notice and paid full value therefor. Therefor defendant asks that his said title in said lot No 759 be and remain in him, said defendant as it is and that his said deed herein referred to be decreed good and valid, that the injunction in the said cause be dissolved and that he may have his costs herein and such other and further relief as he may be entitled.

N. F. Atty for Deft.

State of Ohio
Union County } Geo. Boyer being sworn says that he believes the facts stated and allegations in this foregoing answer to be true.

George Boyer.

Sworn to before me and subscribed in my presence this 5th day of March A.D. 1886.

[Seal]

J.L. Burgner, Clerk.

Afterward, on the 31st day of May A.D. 1886 the following Reply was filed with the Clerk of said Court, to-wit:

Martha Moore
vs
Geo. Boyer. } Court of Common Pleas, Union Co. O.

Replv. 6 4626

By leave of Court the Plaintiff now comes and for reply to Defendants answer, says that she denies the allegations in said answer, that said Defendant had no notice of the Plaintiffs claim upon said premises at the time he took a deed for the lot No 759 and allege that he had such notice. Martha Moore.

Sworn to before me and subscribed in my presence this 31st day of May 1886. J.L. Burgner.

[Seal]

Afterward, on the 19th day of July A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit:

Martha Moore
vs
George Boyer. } This day came the parties by their attorneys and this cause came on to be heard upon the pleading of the parties and the evidence and was argued and submitted.

Entry. 4626

On consideration whereof the court being fully advised in the premises do find the equities of the case to be with the plaintiff. The court find that said plaintiff purchased and is the owner of said lot No. 752 (75-2) in Burns addition to said village of Richwood, Ohio. That the said Defendant purchased and is the owner of said lot No. 760

That in making said deed there was a mutual mistake in describing said lots which in equity ought to be corrected.

It is therefor adjudged and decreed by the court that the said plaintiff be and she is hereby quieted in her possession and en-

joyment of said lot No. 752 (759), and the injunction heretofore granted in this case is made perpetual and the said defendant and all persons doing through or under him are found and perpetually enjoined from interfering with the plaintiff in possession and enjoyment of said premises and it is further decreed that the Defendant pay the cost of the proceeding within ten days and in Default thereof the execution issue therefore as upon judgment at law.

Attest: John L. Burgner, Clerk.
By Nellie Roney. 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 25th day of May in the year of our Lord one thousand eight hundred and eighty six, to-wit:

Heretofore, to-wit: On the 19th day of October A.D. 1885 the following petition was filed with the Clerk of the said Court, to-wit:

Petition
4794

G. B. Hamilton
vs
O. W. Merritt
} Court of Common Pleas, Union County, Ohio. Petition.

The Plaintiff says the defendant is indebted to him on the following acct. for hay, to-wit March 1884

O. W. Merritt in acct with G. B. Hamilton for 4500 lbs hay received by said Defendant at $10.00 per ton $22.50

That no part of said indebtedness has been paid and that there is still due and unpaid thereon from Defendant to the Plaintiff $22.50 with interest from March 1884 wherefore Plaintiff prays judgment against the Defendant for $22.50 with interest from March 1884. P. R. Kerr Atty for Plff.

State of Ohio.
Union County, ss.
} G. B. Hamilton being sworn says the statements in the above petition are true as he believes.

George B. Hamilton.

Sworn to before me and subscribed in my presence this 19th day of Oct. 1885.

[Seal]

J. L. Burgner. Clerk.

Entry
4794

Afterward, on the 22nd day of Feb. A.D. 1886 the following answer was filed with the Clerk of said Court, to-wit:

Answer.
4794

G. B. Hamilton, Plaintiff.
vs
O. W. Merriott, Defendant.
} Answer.

Now comes said defendant O. W. Merriott and for answer to plaintiffs petition says that he denies each and every allegation in said petition contained. Therefor said defendant prays judgment against said plaintiff for his costs herein and that he may go hence without day and for all other and proper relief.

L. B. Fulton atty for Defendant.

Motion
4794

State of Ohio,
Union County ss. G. W. Merriot who being first duly sworn according to law deposes and says that he is the defendant in this action and that the facts stated and allegations made in this his foregoing answer are true as he verily believes.

G. W. Merritt

Sworn to by G. W. Merritt and signed by him in my presence this 26 day of November A.D. 1885.

[Seal] W. Campbell N.P.

Afterward, on the 25th day of May A.D. 1886 the following Entry was made on the Journal of the said Court, to-wit:

G. B. Hamilton, Plaintiff,
vs
Geo. W. Merritt, 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: Nelson Keller, W. P. Anderson, James McElroy, Sam. Sherwood, Joseph Beard, J. W. Cahill, J. E. McCormick, Levi Longbrake, Peter Mackan, A. J. Perry Wm Potts and E. K. Fox. 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:

Entry
7794

George B. Hamilton, Plaintiff,
vs
George W. Merritt, Defendant.

The State of Ohio, Union County,
Court of Common Pleas of said County,
May Term 1886.
Civil Action, Verdict for Plaintiff.

We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff, from the Defendant at the sum of $20.80

Levi Longbrake, Foreman.

Afterward, on the 2nd day of June A.D. 1886 the following motion was filed with the Clerk of said Court, to-wit:

Motion
7794

G. B. Hamilton, Plff.
vs
G. W. Marriott Deft.

To the Court of Common Pleas of Union County, Ohio.
Motion for New Trial.

The defendant moves the Court here to set aside the verdict rendered in this case and grant a new trial and, for grounds of his motion, says, 1st That there was accident and surprise which ordinary prudence could not have guarded against which will fully appear in the affidavit hereto annexed.

Cameron & Woodburn. Attys for Deft.

Afterward, on the 9th day of J. A.D. 1886 the following Entry

was made on the Journal by the Clerk of the said Court, to-wit; Geo.

George B. Hamilton
vs
George W. Merritt

Entry 1794

This day this cause came on to be heard on the motion of defendant to set aside the verdict and for a new trial herein, whereupon the Court being fully advised in the premises find that no written motion for a new trial has been filed by the defendant and overrules said motion to which the plff. excepts. It is therefore considered and adjudged by the Court that the plff. recover from the Deft. $20.90 the am't found due him heretofore by the verdict of the jury herein and his costs herein expended. and that defr pay his own costs herein taxed at $ for which execution is awarded.

attest. John L. Burgner, Clerk.
By Nellie Roney. 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six Heretofore, to-wit; on the 21st day of Jan. A.D. 1885 the following petition was filed with the Clerk of the said Court, to wit;

Morris B. Thompson, Elisha L. Thompson,
Charles H. Thompson, Ulestus Thompson, Ira A. Thompson
Wheeling Thompson, Watson Thompson, John Thompson
James T. Mahaffey Guard. of Ellwood E. Hemminger an
infant and the Unknown heirs of Jane Compston, Deceased.
Plaintiffs

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

Petition

vs

Justus J. Miller. Lorenzo Cheney. John H. Sterling,
Sylvanus Taylor. Samuel Johnson & Steven Shirk Defts.

Petition

The said plaintiffs complain of the defendants Justice J. Miller, Lorenzo Cheney, John H. Sterling, Sylvanus Taylor, Samuel Johnson & Stephen Shirk defendants, for that the said defendants on the 25th day of December A.D. 1876 at the County of Union by their certain writing obligatory of that date acknowledge themselves to be held and firmly bound unto the State of Ohio in the sum of $15000. and which said writing obligatory was and is subject to a condition thereunder written and which condition is in the words following that is to say: "Now the condition of this bond is such, that whereas the said Justice J. Miller was on the 10th day of October A.D. 1876 duly elected to the office of Sheriff & within and for the county of Union and state of Ohio and has been duly commissioned as such Sheriff: Now if the said Justice J. Miller shall faithfully honestly and impartially discharge his duty as such Sheriff during his legal term of office according to the best of Skill and ability, then this bond to be void, otherwise to be and remain in full force and virtue in Law" and the plaintiff further saith that the said Justus J. Miller did thereupon take upon himself the duties of the said office of Sheriff of said county of Union

and assumed and did act as such at the time of committing the wrongs hereinafter stated: Plaintiff further say that they are the heirs at law of John D. Thompson Dec and that on the 21st day of September A.D. 1875 Rebecca Thompson who was the Guardian of the minor heirs of Malon Thompson, Deceased and who was the widow of Malon Thompson Dec. filed her petition in the Court of Common Pleas of Union County Ohio asking for the partition of the lands of John D. Thompson Deceased. That at the January Term of said Court 1876 partition was ordered of said land, and the same not being divisable was at said term of said Court ordered sold, which was accordingly done on the 26th day of March A.D. 1876 for the sum of $20 40 Cts to the said Rebecca Thompson and one John Brander, and said sale was duly approved by said court of Common Pleas, and the Court ordered the distribution of the proceeds of said sale by the sheriff of said County of Union as follows one third cash in hand and one third in one year and one third in two years, which the said Sheriff John C. Price who was then sheriff of said County of Union then did.

That afterward the said John C. Price made a partial distribution of the money arising in said sale to the parties entitled thereto and turned over to his successor in office J. Miller on the day of A.D. 1877 all of the balance of said money arising from said sale as well as the securities for the deferred payments thereon that said J. J. Miller collected in and paid over to the parties entitled thereto all of said money excepting that part set off and assigned to Sarah J. Moots one of the parties entitled to a share of said estate of said John D. Thompson Dec. which share of said estate remained uncalled for by said Sarah J. Moots or any one in her behalf.

Said Justus J. Miller at the expiration of his term of office failed and neglected to pay over to his successor in office the share that was set off to said Sarah J. Moots out of the Estate of said John D. Thompson Dec. and kept and used the same for his own use and benefit contrary to the statute in such cases and still has the same having neglected and refused to pay over to said parties entitled thereto any part of said share of the said Sarah J. Moots. Plaintiffs further say that on the 5th day of July A.D. 1884 Morris Thompson and others filed their petition in the Court of Common Pleas of Union County, Ohio. asking further distribution of said part of said Estate as was set off to Sarah J. Moots among the other heirs of said Estate, said Sarah J Moots being supposed to be dec'd. and at the same time made the said J.J. Miller a party thereto asking a judgment against him for said share of said Estate.

That on the 6th day of October A.D. 1884 said Court decreed further distribution as prayed for in said petition and at the same time rendered Judgement against the said Justus J. Miller for the sum of $791.20 being the amount found due said estate and being in the hands of the said J.J. Miller That on the 27th day of November A.D. 1884 the plaintiff caused execution to issue against the said Justus J. Miller for the sum of $791. 20 Cts being the amount found in his hands to the sheriff of Union County, Ohio. which was duly returned on the 2nd day of January A.D. 1885. Indorsed as follows, To-wit: "Received this Writ Nov-

ember 27-1884 No Property found whereon to levy any part of this writ.
(Signed) John Hohensack. Sheriff "

That since the return of said writ of execution he has requested the said Justice J. Miller to pay the same and, plaintiffs aver that neither him nor the said Lorenzo Cheney John H. Sterling Sylvanus Taylor Samuel Johnson or Stephen Shirk have paid said sum of money or any part thereof to these plaintiffs.

Wherefore the plaintiff prays Judgment against the said defendant for the said sum of $491.20 together with interest thereon from the said 6th day of October A.D.1884 and costs of aforesaid execution.

J.M. Kennedy Atty for Plff.

State of Ohio.
Union County. ss. } Morris B. Thompson one of the above named plaintiffs being first duly sworn says the facts and allegations are as he believes true. M.B. Thompson.

Sworn to and subscribed before me this the 21st day of January A.D.1885 by the said Morris B. Thompson.
Notary fee 25 cts paid. A.H. Kollefogle Notary Public.
[Seal]

Waiver of Summons

We hereby waive the issuing and service of summons and enter an appearance herein Jan 21st 1885.
Lorenzo Cheney, John H. Sterling, Sylvanus Taylor, Samuel Johnson and Stephen Shirk.
By A.L. Carpenter Their Atty.

Marysville, Ohio. January 21-1884

Issuing of Summons and service of the same waived in the within petition by all of the within named defendants.

Afterward, on the 22nd day of Jan. A.D. 1885 the following praecipe was filed with the Clerk of said Court, to-wit;

Morris B. Thompson et al Plff.
vs
J. J. Miller et al. Defts.

Praecipe
4703

Court of Common Pleas, Union County, Ohio.
Marysville Jan 22nd 1885. To the Clerk of said Court: Issue Summons in the above case for J. J. Miller Indorsed action on official bond Amount claimed $491.20 Interest from Oct 6 1884 and costs as claimed in Petition. returnable according to law.
J. M. Kennedy Atty for Plff.

Summons
4703

Afterward, on the 22 day of January A.D. 1885 the following Summons was issued by the Clerk of the 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 Justus J. Miller that he and others have been sued by Morris B. Thompson and others in the Court of Common Pleas, of Union County, and that unless he answers by the 21st day of Feb. A.D. 1885 the petition of said Morris B. Thompson and others against him 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

Sheriffs Return
4703

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day of Feb. A.D. 1885. Witness my hand and the seal of said Court, this 22" day of Jan. A.D. 1885.

[Seal] J. L. Burgess, Clerk.

Endorsed: In action on official Bond. Amount claimed $491.20 with interest from Oct. 6" 1884 and costs as claimed in petition.

J. M. Kennedy Plaintiff's Attorney.

Sheriffs Return

This Writ returned and filed 2" day of Feb. A.D. 1885 endorsed as follows, viz.

The State of Ohio.
Union County, ss.

Received this Writ Jan 22" A.D. 1885, at 10 o'clock A.M. and pursuant to its command, on the 22" day of Jan. A.D. 1885, I served the same by delivering to the within J.J. Miller a true copy of this writ with endorsements thereon. Service .50 Mileage .80 Exp. .20 Total $1.30

Marion Hopkins

4703

Afterward, on the 16" day of Feb. A.D. 1885 the following motion was filed with the Clerk of said Court. to-wit:

Norris B. Thompson Plff.
against
J.J. Miller et als Defts.

Court of Common Pleas, Union County, Ohio.

Motion.

Motion.

4703

And now come the Defendants, all of the bondsmen of said J.J. Miller, and move the court to require the plaintiffs to make their petition herein more specific and certain, to-wit:

First That they be required to attach to said petition a copy of the Bond purporting to be the foundation of this their action.

Second That plaintiffs be required to state specifically, in detail, how much money was adjudged by the Court to said Sarah J. Moots, after payment of costs and attorney fees, out of the proceeds of the sale of the lands in the partition case referred to giving the amount due her as the first second and third payments respectively.

Third = That plaintiffs be required to set forth in their said petition, who said Sarah J. Moots was: in what way she was entitled to a share of said John R. Thompsons estate: and what share she was entitled to: whether she was a minor or of age or married and if so name of her husband and if a minor give name of her guardian: and state how plaintiffs are entitled now, to her said share &c when she now is or was at the last date of any intelligence from her and all the facts going to show her right to the share in said estate refered to or plaintiffs rights thereto.

Fourth = That they be also required to state if any Trustee was ever appointed by this or any other court to take charge of and hold and collect funds due her in said partition case and if so state name of said Trustee — Or if no trustee state what order was made by the court to the sheriff respecting the care and custody of said funds, if any.

Fifth That the plaintiffs be further required to state whether said J.J. Miller, at the end of his first term as sheriff, made the settlement required by law and turned over all moneys securities, books and papers to his successor in office or whether he failed so to do and whether any request or demand was ever made upon said sheriff Rice or Miller for said money before the expiration of said Miller's last term of office. A.T. Carpenter. Atty. for the Bondsmen.

Afterward, on the 27th day of Feb. A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Morris B. Thompson et als.

vs

J.J. Miller et als.

Entry

4703

This day this cause came on to be heard upon motion of defendants, the bondsmen of said defendant J.J. Miller, to require plaintiffs to make their petition more definite and certain and was argued by counsel and submitted to the Court - Whereupon the Court being fully advised in the premises does sustain said motion as to the first, second third and fourth grounds of said motion and does overrule said motion as to the fifth ground of said motion Whereupon plaintiffs asked & obtained leave to file an amended petition by the 7th day of March 1885:

Afterward, on the 5th day of March A.D. 1885 the following Amended Petition was filed with the Clerk of said Court, to-wit:

Morris B. Thompson et als. Plaintiffs

vs

Justus J. Miller et al. Defendants.

Amended Petition

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

Amended Petition

4723

The said plaintiff complains of the defendants Justus J. Miller Lorenzo Carey, John H. Sterling, Sylvanus Taylor, Samuel Johnson and Stephen Shirk for that the said defendants on the 25th day of December A.D. 1876 at the County of Union and State of Ohio by their certain writing obligatory of that date acknowledge themselves to be held and firmly bound into the State of Ohio in the sum of $15000 and which said writing obligatory was and is subject to a condition thereunder written and which condition is in the words following that is to say, "Now the condition of this bond is such that whereas the said Justus J. Miller was on the 10th day of October A.D. 1876 duly elected to the office of Sheriff within and for the County of Union and state of Ohio, and has been duly commissioned as said sheriff, Now if the said Justus J. Miller shall faithfully, honestly and impartially discharge his duty as such Sheriff during his legal term of office according to the best his skill and ability, then this bond to be void otherwise to be and remain in full force and virtue in Law. A copy of which bond is hereto attached Marked "A"

And the plaintiff further saith that the said Justus J. Miller did thereupon take upon himself the duties of said office as sheriff of said county of Union and assumed and did act as such sheriff at the time of committing the wrongs hereinafter stated.

Plaintiff further says that they are the heirs of John G. Thompson Deceased and that on the 21st day of September 1875 Rebecca Thompson who was the guardian of the minor heirs of Malon Thompson dec. who was one of sons and heirs of said John G. Thompson, Deceased and said Rebecca Thompson was also the widow of said Malon Thompson dec. filed her petition as such guardian in the Court of Common Pleas of Union County, Ohio, asking for partition of the lands of John G. Thompson deceased, which was accordingly done at the January Term of said Court 1876 and said lands not being divisible by metes

and bounds, were by said Court ordered sold at partition sale, which sale took place on the 26th day of March A.D. 1876, to said Rebecca Thompson and one John P. Brander for the sum of $2640 05/100 and said sale was duly approved by said Court of Common Pleas and said Court ordered distribution to said heirs as follows to wit: Confirmation April Term 1876 and it is ordered that out of the money in the hands of the Sheriff, pay 1st the costs of this Court taxed at $110 67/100, Attorney Fees to Robinson and Piper $32 20/100 and to Porter and Sterling $32.20/100. 2nd Tax on said lands $27 42/100 and recording mortgage $1.00 3rd One thousand Dollars to Rebecca Thompson and heirs of Malon Thompson and that of the residue, he pay the said Rebecca Thompson and the heirs of Malon Thompson one equal sixth part of said money. To Wheeling Thompson one equal sixth part. To Thomas G. Thompson, the father of John and Wolsey Thompson one equal sixth part, To Jane Compton heirs one equal sixth part To Sarah J Moots Daughter and only heir of Mary E Moots, who was a daughter of said John G. Thompson Deceased and who was the legal heir to said share of said estate the one sixth part of said residue of said estate. James T. Mahoffey Guardian of Ellwood E. Hemminger a minor under 14 years of age minor heir to Francina Hemminger who was an heir at law and Daughter of the said John G. Thompson, dec. one sixth part of the residue of said estate. That said Sarah J. Moots was the daughter of Mary E. Moots and Elliott Moots and that the said Mary E. Moots was dead prior to the death of the said John G. Thompson Deceased and that for that reason said Elliot Moots, her husband who survived her had no curtesy in said lands or no share in said estate.

Plaintiff further says that it appears of record upon the partition record of the sheriff of said County of Union, as follows; to-wit: The first payment as appears on said Record, one sixth part to Sarah J. Moots $197.37/100 Second payment $87.44 3rd payment $168.21 Making a total of $453.09

That the record of money received by said J.J. Miller as such sheriff as shown by the sum rec. by said sheriff and the sums paid out show that there was a balance in said Miller's hands due said Sarah J. Moots of $453.60 with interest on same for two years 6% per annum $35.20 Total $491.20

That at the date of the Distribution of said estate said Sarah J Moots if alive would have been eighteen years of age and had no guardian at that time and that she would if alive at that time have been entitled to the one sixth part of said estate as per said order of partition and that she was never married to the knowledge of the plaintiffs. That said plaintiffs further say that more than twenty years has elapsed since the plaintiffs had any knowledge of the said Sarah J. Moots or that she was alive and that when last heard from she was in the State of Missouri the exact locality, the plaintiffs are unable to give, as they have no information from her or her Father since the war of the rebellion. That her mother Mary E Moots who was daughter of said John G. Thompson was at that time dead, and who was an heir at law of the said John G.

Thompson, dec. —

Further said plaintiffs say that said money was received by the said Justus J. Miller in his official capacity as the Sheriff of Union County Ohio from his predecessor in office and was also part collected from the parties owing the same to said estate, in said partition sale and was kept and held by him as such sheriff and at the expiration of his first term of office he failed and neglected to turn the same over to his successor in office as the law directs or to make any record of any such transfer and that there appears no order for the appointment of any trustee or receiver of said money as aforesaid, and that said money still remains in the hands of said sheriff Justus J. Miller.

Plaintiffs further say that on the 5th day of July A.D. 1884 Norris Thompson and others filed their petition in said court of Common Pleas of Marion County Ohio asking further distribution of said part of said estate of John B. Thompson, Dec. as the legal heirs of the said Sarah J. Moots as well as the legal heirs of the said John B. Thompson, dec, setting up the fact that said Sarah J. Moots had not been known to be living for more than seven years last past and was therefore presumed to be dead. at the same time made Justus J. Miller a party thereto asking for a judgement against him for said share of said estate than in his hands, and that on the 6th day of October A.D. 1884 said court decred further distribution of said estate as prayed for in said petition and at the same time found that there was still remaining in the hands of said Justus J. Miller, the said sum of $491.20/100 for which it rendered judgement against Justus J. Miller.

That on the 27th day of November 1884 the plaintiff caused execution to issue against said Justus J. Miller to the Sheriff of Union County, Ohio, which was duly returned on the 2nd day of January A.D. 1885 endorsed as follows to-wit: Rec. this writ November 27th 1884 no property found whereon to levy to any part of this writ

(Signed) John Hobensack, Sheriff.

That since the return of said writ of execution he has requested the said Justus J. Miller to pay the same and that said plaintiff has also since the rendition of said Judgement requested said Lorenzo Cheney John H. Sterling Sylvanus Taylor, Samuel Johnson and Stephen Shirk to pay the said sum of money but notwithstanding said request, they have neglected and refused to pay the same. Wherefore the plaintiff Norris B. Thompson, Elisha L. Thompson Charles A. Thompson Ulesta Thompson Ira A. Thompson Wheeling Thompson, Watson Thompson John Thompson, James T. Mahaffey, Guardian of Ellwood Ellenger, and the heirs of Jane Compton deceased, pray Judgement against Justus J. Miller Lorenzo Cheney, John H. Sterling, Sylvanus Taylor, Samuel Johnson and Stephen Shirk defendants for said sum of $491.20 cts with interest from the 6th day of October 1884 and for all proper relief.

J. M. Kennedy Atty for Plaintiff.

State of Ohio, }
Union County, ss } Norris B. Thompson one of the foregoing plain-

tiffs being duly sworn says the facts and allegations of said petition are as he believes true Morris B. Thompson

Sworn to and subscribed before me this the 5th day of March by the said Morris B. Thompson. A.H. Hollyfield Notary Public
[Seal]

Copy of Bond

Justice J. Miller's Sheriff Bond to the state of Ohio.

Know all men by these presents that we Justice J. Miller, Lorenzo Chaney, John H. Sterling, Sylvanus Taylor, Samuel Johnson and Stephen Shirk are held and firmly bound unto the State of Ohio in the sum of fifteen thousand Dollars for the punctual payment of which well and truly to be made. we hereby jointly and severally bind ourselves our heirs executors and administrators sealed with our seals and dated this 25th day of December A.D. 1876

Now the conditions of this Bond is such that whereas the said Justice J. Miller was on the 10th day of October A.D. 1876 duly elected to the office of Sheriff within and for the county of Union and State of Ohio and has since been duly commissioned as such sheriff.

Now if the said Justus J. Miller shall faithfully and honestly and impartially discharge his duty as such sheriff during his legal term of office according to the best of his skill and ability then this Bond to be void otherwise to be and remain in full force and virtue in Law.

Justus J. Miller [Seal] Lorenzo Chaney [Seal]
John H. Sterling [Seal] Sylvanus Taylor [Seal] Samuel Johnson [Seal]
Stephen Shirk [Seal]

The State of Ohio, Union County ss.

I Justus J. Miller do make solemn oath that I will support the constitution of the United States and the constitution of the State of Ohio and that I will faithfully discharge the duties of sheriff of Union County Ohio during my legal term of office.

Justus J Miller.

Sworn to and subscribed before me this 25th day of December 1876
W.M. Winget Clerk Court of Common Pleas.
Union County O.

This bond and its endorsements were prepared by me and I certify that the same is sufficient in form
Dolbert W. Ayers Pros. Atty.

This bond accepted.
J. Sullington, J.B. Whelply & John Gray Commissioners

I certify that the above is a true copy of the original now on file in this office. W.L. Bury Auditor Union County, Ohio.

State of Ohio,
Union County, ss. } I George McPeck auditor of Union County Ohio. do hereby certify that the above is a true copy of the bond of J.J. Miller sheriff of Union County Ohio with the dates and indorsements as above stated.
Geo. M. McPeck Co. Auditor. [Seal]

Afterward, on the 20th day of October A.D. 1885 the following answer of Bondsmen of J.J. Miller was filed with Clerk of said Court, to-wit:

answer of Bondsmen

4703

Morris B. Thompson Plff.
Against
J.J. Miller et als- Defendants.

Court of Common Pleas, Union Co. Ohio.
Answer of Bondsmen.

And now come the defendants the bondsmen of said J.J. Miller and file this their answer to the amended petition of the plaintiffs, and say, that plaintiffs ought not to have and maintain their action against these defendants for the following reasons, to-wit=

First- The paper purporting to be the bond executed by these defendants, a copy of which is attached to plaintiffs petition, was never sealed by these defendants, or either of them, nor by any one for them, or in their presence, nor by their consent nor was there any seal or scroll of any kind on said paper when signed by these defendants or either of them and said paper is not and never was a valid bond and it does not and never did bind defendants nor either of them.

Second = After all these defendants had signed and delivered said paper, and without the knowledge, consent, or procurement, of either of them, scroll seals were made at the name of each of these defendants by the Prosecuting Attorney (as defendants are informed and therefore allege) of Union County, Ohio. which was a material alteration of said instrument and said instrument was thereby rendered inoperative and void as to these defendants.

Third = Defendants say the lands sold at partition sale, from which the money sought to be recovered was derived, was sold by John C. Price, the predecessor in office of said J.J. Miller and distribution of proceeds and payment of costs attorney fees and taxes was made by him out of the cash payment (which was $\frac{1}{3}$ of $2640 $\frac{00}{100}$) except as to the $\frac{1}{6}$ part (after payment of costs atty fees & taxes) or the sum of $123.57 retained by him as the share of Sarah J. Moots, and that this cash payment was all the proceeds of said sale authorized by law to be received and distributed by said John C. Price, as sheriff or by his successor in office- and defendants say that said John C. Price took notes and mortgage to himself as sheriff for the two deferred payments which act was not authorized by, but contrary to law, and inoperative and void, and did not in any way affect or bind the bondsmen of said John C. Price nor the bondsmen of said J.J. Miller, who succeeded him in office, and to whom it is alleged the two deferred payments were made.

Demurrer 4703

Entry 4703

Fourth = Defendants further say that when said lands were sold Sarah J. Moots, was supposed to be dead and it was then the duty of plaintiffs in this action, next of kin to her, to have a trustee appointed by the court, under proper bonds, to hold said money, in trust, until said absent heirs should appear and claim it or until distribution should be ordered by the Court of the same, among her heirs or next of kin, and it was no part of the duty of the said John C. Price or of said J.J. Miller to hold and care for said funds and to suffer said funds to remain in the hands of said John C. Price or of said J.J. Miller was gross and inexcusable carelessness on the part of the plaintiffs in this action and any failure, or default, to safely keep and account for said funds, on the part of said

Entry. 4703

J. J. Miller, if he ever did have the same in his keping, did not and could not find these defendants.

Fifth - Defendants admit that said J. J. Miller was duly elected and took the oath of office and served as sheriff of Union County, Ohio, for two terms, and the signing by them of a paper as hereinafter stated in this answer but as they have no knowledge of the other allegations of plaintiffs petition, they for the purpose of this sirit, deny each and every other allegation contained in plaintiffs amended petition and, pray that said petition be dismissed as to them & each of them and that they be adjudged to go hence without day and recover their costs herein. A. E. Carpenter, Atty. for Boundsmen.

The State of Ohio,
Union County, ss. Sylvanus Saylor one of the above defendants being sworn, says the facts stated and allegations contained in the defendants foregoing answer are true as he verily believes.

S. Saylor.

Sworn to by Sylvanus Saylor before me and signed by him in my presence this 5th day of June, 1885.

[Seal] J. L. Burgner. Clerk.

Afterward, on the 20th day of Oct. A.D. 1885 the following Demurrer was filed with the Clerk of said Court, to-wit:

Demurrer

4703

Morris B. Thompson et als. Plaintiffs
vs
J. J. Miller et al. Defendants.

Union County Court of Common Pleas.

Demurrer to answer of Boundsmen.

The Plaintiffs herein now come and file this their Demurrer to the 1st 2nd 3rd and 4th Defenses set up in the answer of said Boundsmen and for cause say: That said defenses do not state facts sufficient to constitute a defense to plaintiffs Petition.

J. M. Kennedy Atty. for Plff.

Afterward, on the 7th day of April A.D. 1876 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

4703

Morris B Thompson et als. Plffs
vs
J. J. Miller et als. Defendants.

Entry.

This day this cause came on to be heard on the demurrer to the answer of the defendants the boundsmen of said J. J. Miller ex sheriff of Union County Ohio and the court on consideration thereof, sustains said Demurrer. Whereupon the defendants excepted to said ruling and asked and obtained leave to file an amended answer within thirty days from this date and this cause is thereupon continued.

Afterward, on the 2nd day of June A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

4703

Morris B. Thompson et al. Plffs
vs
J. J. Miller et al. Dft.

Entry.

This day this cause came on to be heard upon the issues joined between the parties and the court being fully advised in the premises do find for the Plaintiff in the

sum of $409. It is therefore ordered and adjudged that the Plaintiff recover of the defendants, J.J. Miller, Lorenzo Cheney, John H. Sterling, Sylvanus Taylor, Samuel Johnson and Stephen Shirk the sum of $409 Dollars Debt and costs of suit taxed at $

attest. John L. Burgner, Clerk.
By Nellie Roney, 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 & for the said county of Union of the Third Sub-division of the Tenth Judicial District of the State of Ohio on the 24th day of May in the year of our Lord one thousand eight hundred and eighty six. Heretofore to-wit: on the 7th day of Jany. A.D. 1886 the following petition was filed with the Clerk of said Court, to-wit:

Praecipe.

Petition

4999

D. R. White
vs
Jason H. Chapman
Mary A. Chapman, Wm. Black, Margaret Staymates

Court of Common Pleas, Union County Ohio
Petition

The Plaintiff says that James B. Morris as Admr. of the estate of Louis Joliff deed obtained in said court a judgment against Jason H. Chapman as principal debtor and the plaintiff as his security for the sum of $355-85 at 8 percent and costs on the 15th day of December 1883: which Judgment with costs amounting altogether to the sum of $437 60/100 the plaintiff paid on the 6th of Janu. 1886 and took an assignment of said Judgment to the plaintiff from said Admr. and the plaintiff is the owner of said Judgment by reason of said purchase. That said Judgment is a lien on the land of said Jason H. Chapman situate in said County of Union described as follows to-wit: part of survey No 9921 Beginning in the centre of Rush Creek gravel Road and in the west line of said survey No 9921. Thence N 10 W. with said survey line to the S.W. corner of Henry Walters 20 acres of land thence N 80 E to John Chapmans N.W. corner in the E line of said 20 acres lot thence with John Chapmans line S 10 E. to the centre of said Gravel road, thence with the centre of said road about south 67° west to the beginning containing one hundred acres of land more or less Recorded in page 24 Vol 17 - May 14 - 1881 $1800 That John Gray claims a Judgment lien on said lands.

Summons

4999

That said Margaret Staymates has a Judgment against said Jason H. Chapman and J.R. White and Jonathan Cheney in this (Docket 2 No. 4805) Court for $370 3/100 and $ costs rendered on the 16th day of Feby. 1885 which is levied on said land April 16-1885 and a lien on said land of equal priority with the plaintiffs said judgment.

That Wm Black has and holds a mortgage on said land which is a lien on said land also which his wife also executed.

There are also tax liens on said land. That Jessie A. White and Jonathan Cheny are securities on said Staymates Judgment.

Sheriffs Return

4999

The said land is so encumbered as that it cannot be

sold on execution so as to give good titles and it is necessary to obtain a decree marshalling the liens against said land in order to sell the same.

Therefore plaintiff asks a decree for the amount of said judgment owned by him with 8 per cent. interest and an order of sale of said premises clear of all incumbrances and for other proper relief.

J. W. Robinson. His Atty

The State of Ohio } ss.
Union County }

D. R. White plaintiff being duly sworn deposes and says the allegations of the foregoing petition are true as he believes.

D. R. White.

Sworn to before me and signed in my presence this 6th of Jany. 1886.

J. L. Burgner. Clerk.

[Seal]

By W. M. Winget Deputy.

Praecipe.

To the Clerk: Issue summons for Jason M. Chapman, Mary A. Chapman Wm Black, Margaret Staymates Jesse D. White and Jonathan Cheney and endorse Petition for decree marshaling liens and for sale of land to pay lien of the plaintiff.

Robinson & Piper attys for plff.

Summons

4999

afterward, on the 7th day of Jany A. D. 1886 the following summons was issued by the Clerk of the said Court, to-wit:

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

To the Sheriff of the County of Union - Greeting:

We command you to notify Jason M. Chapman, Mary A. Chapman, William Black, Margaret Staymates, Jesse D. White and Jonathan Cheney, that they have been sued by D. R. White in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of February A. D. 1886 the petition of said plaintiff D. R. White against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 18th day of Jany A. D. 1886.

Witness my hand and the seal of said Court, this 7th day of Jany A. D. 1886.

J. L. Burgner. Clerk

[Seal]

W. M. Winget Deputy.

Endorsed: In action for decree marshaling liens and for sale of land to pay lien of the plaintiff.

Robinson & Piper attorneys for Plffs

Sheriffs Return

4999

This Writ returned & filed Jan 16th 1886 endorsed as follows. viz -

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

Sheriffs Return.

Received this Writ Jany 7th A. D. 1886, at 4 o'clock P. M. and pursuant to its command, on the 14th day of Jany A. D. 1886 I served the same by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendants Mary A. Chapman, Jesse D. White and Jonathan Cheney and by handing a true copy of this summons with the endorsements thereon to the defendants Jason M. Chapman & Margaret Staymates. The defendant Wm Black not found in my county. Service, 90. Mileage 4.00 Copy .20 Total $6.10

M. Hopkins Sheriff.

Entry

No. 4999
D. R. White
vs
J. M. Chapman et al.

afterward, on the 2d day of Feb. A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

consolidated with and under No. 5000

Wm Black
vs
Jason M Chapman et als

Petition

5000

On the 9th day of Jany. A.D. 1886 a petition was filed with the Clerk of said Court which reads as follows; to-wit:

William Black, Plaintiff.

vs

Jason M Chapman; Mary A Chapman; J B Morris, Administrator of Lewis Jolliff, deceased; Hill, Hoster and Company; William Buegner and son; Cyrus Stamates; Margaret Stamates; Luella J. Bauer; W. J. Campbell and The Richwood Deposit Bank, Defendants.

In the Court of Common Pleas Marion County, Ohio.

Petition

The said plaintiff, William Black, complains of the said Defendants, Jason M. Chapman; Mary A. Chapman; J. B. Morris Administrator of Lewis Jolliff, deceased; Hill, Hoster and Company; William Buegner and Son; Cyrus Stamates; Margaret Stamates; Luella J. Bauer; W. J. Campbell; and The Richwood Deposit Bank and for his

First cause of Action; Alleges that the defendant, Jason M. Chapman, is indebted to him in the sum of three hundred and thirty six dollars and thirty six cents, which plaintiff claims with interest thereon from the first day of January A.D. 1886 as so much accrued and past due interest on a promissory note, of which the following is a copy with all credits and indorsements thereon to-wit:-

"$300,00" Richwood, Ohio. May 1st 1881.

Five years after date I promise to pay to the order of William Black one thousand five hundred dollars, at Union County Bank, Richwood, Ohio."

"Value received. With interest at eight per cent. from date (payable semiannually) until paid."

"Jason M. Chapman."

There are the following indorsements on said note, to-wit- "Nov. 1. 1881, Paid sixty Dollars." "May 1. 1882, By Cash Sixty Dollars" "Nov. 1. 1882, By Cash Sixty Dollars," and Sept. 26. 1883 By cash Forty Eight Dollars." And there are no other indorsements or credits on said note, The said plaintiff, for his

Second Cause of Action. Alleges that at the time of the making and delivering of said promissory note, described in his first cause of action herein, and to secure the payment of the same, the defendants, Jason M. Chapman and Mary A. Chapman his wife, duly executed and delivered to the plaintiff their mortgage deed, conveying the following described real estate situated in Jackson township, Marion County and State of Ohio, and in Survey No 9921. And bounded and described as follows:- Beginning at the centre of Rush Creek Gravel road, and in the west line of said Survey No. 9921; thence north ten deg. west, with said Survey line, to the South east corner of Harvey Mathers twenty

Praecipe

5000

acre of land;- thence north, eighty degrees east, to John Chapmans north west corner, in the south line of said twenty acre lot,- thence with John Chapmans line, south ten deg. east, to the centre of said gravel road,- thence with the centre of said gravel road, about south, 8 deg. west, to the place of beginning; containing one hundred acres, and more or less.

The said mortgage contained a condition, that if said defendant, Jason H. Chapman, should pay or cause to be paid his promissory note herein described, and the interest therein mentioned, from time to time as the same should become due and payable, according to the terms of said note, then said mortgage should be void. The conditions of said mortgage have not been complied with and the same has become absolute. On the 9th day June A.D. 1881 at ten and a half o'clock said mortgage was duly left for record, at the recorders office of said Union County, Ohio, and was fully and duly recorded in Record of Mortgages Vol 17 at page 24.

The plaintiff further avers that the defendant, J. B. Morris as administrator of Lewis Jolliff deceased; Hill, Horter and Company; William Burgner and Son; Cyrus Stanyates; Margaret Stanyates; Luella J. Bauer; W. J. Campbell and The Richwood Deposit Bank claim to have some interest in or lien against the premises herein described the nature and amount of which plaintiff is not informed; and asks that said defendants be required to set out and disclose their respective claims or that they be forever cut off and barred from again asserting the same.

Plaintiff therefore prays judgment against said defendant, Jason H. Chapman, for the said sum of three hundred and thirty six dollars and thirty six cents with interest thereon from the first day of January A.D. 1886, and that said premises may be sold and the proceeds thereof be applied to the payment of plaintiffs claim, now due and that may here after accrue as principal & interest on the note herein described and the remainder thereof abide the further order of the Court and for such other relief as may be proper.

By Powell & Ricketts, Plaintiff's Attorneys.

State of Ohio,
Franklin County, ss. } Thomas H. Ricketts being first duly sworn on oath says he is one of the Attorneys of record for the plaintiff, duly authorized in the premises; that said plaintiff is not a resident of either Franklin or Union counties and that the statements made & allegations contained in the foregoing petition are true as affiant verily believes.

Thos. H. Ricketts

Sworn to and subscribed in my presence by the said Thomas H. Ricketts this 7th day of January A.D. 1886.

[Seal] James Black, Notary Public, Franklin County, Ohio.

Praecipe

Clerk:-

Issue summons for the within named defendants, Jason H. Chapman; Mary A. Chapman; J. B. Morris as Administrator of Lewis Jolliff deceased; Hill, Horter and Company; William Burgner and Son; Cyrus Stanyates; Margaret Stanyates; Luella J. Bauer and The Richwood Deposit Bank directed to the Sheriff of Union County

5000

and for the defendant W. J. Campbell directed to the Sheriff of Marion County returnable according to law.

Endorsed:- Damages $336.36. Interest from Jan 1st 1886.

Powell & Ricketts Plaintiffs' Attorneys.

Waiver of Summons. Whereby waive the issuing and service of process in foregoing case and enter our appearance to the same.

J.B. Norris Admr. by
Robinson & Piper his Attys.
Wm Burgner & Son.

Afterward, on the 13th day of Jan. A.D. 1886 the following Summons was issued by the Clerk of the said Court, to-wit:

Summons 5000. The State of Ohio, Marion County, ss. } To the Sheriff of the County of Marion - Greeting:

We command you to notify Jason H. Chapman and Mary A. Chapman that they and others have been sued by William Black in the Court of Common Pleas of Union County and that unless they answer by the 13th day of Feb. A.D. 1886 the petition of said plaintiff William Black 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 25th day of Jan. A.D. 1886. Witness my hand and the seal of said Court, this 13th day of Jan A.D. 1886

[Seal] J.L. Burgner. Clerk.

Endorsed: Inaction for Damages $336.36 with interest from Jan 1st 1886

Powell & Ricketts Plaintiffs Attorneys

Waiver of Summons 5000 This Writ returned and filed Jan 19th A.D. 1886 endorsed as follows.

We hereby waive service of the within summons and enter our appearance in said case Jan 13th 1886.

Jason H Chapman
Mary A. Chapman

Afterward, on the 13th day of Jan. A.D. 1886 the following summons was issued by the Clerk of the said Court, to-wit:

Summons 5000 The State of Ohio, Marion County, ss. } To the Sheriff of the County of Marion - Greeting:

We command you to notify W. J. Campbell (Impleaded with Jason H. Chapman et al.) that he and others have been sued by William Black in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of Feb. A.D. 1886 the petition of said plaintiff Wm Black against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 25th day of January A.D. 1886.

Witness my hand and the seal of said Court, this 13th day of January A.D. 1886.

[Seal] J.L. Burgner. Clerk.

Endorsed: Inaction for Damages $336.36 with interest from Jan 1st 1886.

Powell & Ricketts Plaintiffs Attorneys

Waiver of Summons. This Writ returned & filed Jan 18th A.D. 1886 endorsed as follows, to-wit:

Waiver of Summons 5000.

Waiver of Summons 5000

Entry No 5000.

The State of Ohio,
Union County, ss. } I hereby waive the service of the within summons upon me and enter my appearance herein in said case.
This 14 day January 1886 W. Campbell.

Afterward, on the 16" day of Jan. A.D. 1886 the following waiver of Summons was filed with the Clerk of said Court, to-wit:

William Black Pff.
Waiver of Summons. vs. } Court of Common Pleas, Union County, Ohio.
Jason N. Chapman et als. Defts. } No 5000.

5000. The issuing and service of summons is hereby waived and appearance entered in the above case.
Richwood Deposit Bank.
By W. H. Conkright. President.

Waiver of Summons. Afterward, on the 25" day of Jan. A.D. 1886 the following Waiver of Summons was filed with the Clerk of said Court, to-wit:

William Black, Pff.
5000 vs } In the Court of Common Pleas, Union County, Ohio.
Jason N. Chapman et al. Deft. } I hereby waive the issuing and service of summons in the above case and enter my appearance in the same.
Cyrus Stamets

Waiver of Summons. Afterward, on the 1" day of Feb. A.D. 1886 the following Waiver of Summons was filed with the Clerk of said Court, to-wit:

William Black Pff.
5000. vs } In the Court of Common Pleas
Jason N. Chapman et al. Defts } Union County, Ohio

We hereby waive the issuing and service of summons in the above case and enter our appearance in the same.
Hill Hoeler & Co, Luella J. Bauer. adm'x Hal
Margaret Stamates.

Afterward, on the 26" day of Feb. A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit:

William Black
Entry vs.
Jason N. Chapman et al. } This day this cause came on to be heard
No 5000. upon the petition filed herein, the defendants although duly notified of the pendency of this action failed to answer, demur, or otherwise object to the petition of said plaintiff. On consideration whereof and the Court being fully advised in the premises finds that the defendants Jason N. Chapman & Mary A. Chapman executed and delivered to plaintiff the note and mortgage as in said petition described and that all the allegations of said petition are true - that there is due to plaintiff as interest on the note described in the petition on the first day of the present term the sum of three hundred and Thirty nine and $\frac{27}{100}$ Dollars and the condition of defeasance in said mortgage has been broken and that the said plaintiff is entitled to have the defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the defendants Jason N. Chapman & Mary A. Chapman or either of them within one day from the entry of this decree pay the Clerk of this

Court the costs of this case, and to the plaintiff the said sum of $339.27 with interest thereon from the first day of this term. That an order issue to the sheriff of Union county, Ohio, commanding him to cause said premises to be appraised, advertised, and sold according to law and that he bring the proceeds of said sale into Court to abide its further order.

Afterward, on the 26th day of Feb. A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit:

Wm Black
vs
Jason H. Chapman & others

Consolidated with No 4999

D. R. White
vs.
Jason H. Chapman et al.

Entry No 5000.

This day came on this cause No 5000 and it appearing to the court that cause No 4999 by D. R. White plaintiff against Jason H. Chapman and others defendants relates to the same subject matter, the said causes are by the court ordered to be consolidated under the title of Wm Black against Jason H. Chapman & others. Whereupon the cause came on to be heard on the petition of D. R. White and was submitted to the court. Whereupon the court find there is due said D. R. White from said Jason H. Chapman the sum of $437 60/100 with interest from January 6th 1886 by virtue of the assignment to him of said judgment mentioned in said petition which the court find is a lien on the land in the plaintiffs petition described the 15th of December 1883 and the court order and decree that unless Defendants within 10 day pay said sum of $437.60 with 8 per cent interest from Jan. 6th 1886 that an order of sale issue to the sheriff of this county commanding him to appraise, advertise and sell said lands to satisfy said judgment and costs and the court further find there is due to Margaret Shaymates from Jason H. Chapman on the said judgment rendered against him as principal and J. A. White and Jonathan Cherry his sureties, the sum of $370 32/100 debt and $ costs with interest from Feby. 16th 1886 and which is a lien on said land from said 16th day of Feby 1885. and the court further find that there is due to plaintiff Wm Black from said Jason H. Chapman and his wife Mary A. Chapman as accrued interest on said mortgage mentioned in his petition the following sums to-wit $12 with interest from May 1-1883 sixty dollars with interest from Nov. 1-1883 sixty dollars with interest from May 1-1884 sixty dollars with interest from Nov. 1-1884 sixty dollars with interest from May 1-1885 sixty dollars with interest from Nov. 1-1885 and 8 per cent interest on $500 from Nov. 1-1885 to the first day of this term all amounting to the sum of $341 70/100 and the principal of said mortgage will also become due the 1st of May 1886 with 8 per cent from the 1st day of this term all of which is a lien on said land in said Wm Blacks petition described from the 9th day June 1881 - It is therefore ordered and decreed that unless the said defendants pay said sum of three hundred and forty one dollars and ninety six cents found due plaintiff Wm Black, as accrued interest, within five days that an order of sale issue to the Sheriff commanding him to appraise advertise and sell the land in said petition described according to law to satisfy said plaintiffs said claim with interest and costs and as to the liens

Order of Sale.

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and claims of other defendants this cause is postponed for report of said sheriff.

Afterward, on the 1st day of March A.D. 1886 the following Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale.

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

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 26th day of Feb. A.D. 1886, in the cause of William Black Plaintiff, and Jason H. Chapman et al - Defendants, said William Black obtained a judgement or decree against the said Jason H. Chapman for the sum of Three hundred and thirty nine and 27/100 Dollars, and - Dollars costs of suit: and whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Jason H. Chapman shall within one day from the 26th day of February, A.D. 1886, pay unto the said William Black the said sum of Three-hundred and thirty nine - 27/100 Dollars with interest from 22 day of Feb. A.D. 1886, 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 judgements and executions at law, to sell the real estate described in Plaintiffs petition, &c: and whereas, the - days aforesaid have fully expired and the said sum of #339 27/100 with interest and 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: Situated in the Township of Jackson, County of Union and State of Ohio and in Survey No: 9921 bounded and described as follows: Beginning at the centre of Rush Creek gravel road, and in the west line of said Survey No 9921; Thence North ten degrees west; with said Survey line, to the south west corner of Harvy Mathers twenty acres of land; Thence North, eighty degrees east, to John Chapman's North West corner, in the south line of said twenty acre lot, Thence with John Chapman's line, south ten degrees east, to the centre of said gravel road, Thence with the centre of said gravel road, about south 60 degrees west, to the place of beginning containing one hundred acres of land more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio this 1st day of March A.D. 1886. [Seal]

J. L. Burgner, Clerk.

Sheriffs Return

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 1st day of March 1886, summon Levi Roseberry T. M. Parish and R.R. Randall 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 1st day of March, A.D. 1886 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 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 — day of — 188—, 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 3rd day of April A.D. 1886 at 12 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 3rd day of April A.D. 1886, 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 Summoning Appraisers Swearing Appraisers $1.20 Conveying Appraisers .10 Writing Appraisal .30 Copy of Appraisal .30 Notice to Printer .30 Mileage 3.42 Total $6.92
Printers Fees 3.00

M. Hopkins Sheriff

Afterward, on the 14th day of July, A.D. 1886 the following Proof of Publication was filed with the Clerk of the said Court, to-wit:

Proof of Publication No. 5000.

Wm Black. vs Jason M. Chapman

On Order of Sale. Sheriffs Sale.
Proof of Publication.
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 for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, April 3rd 1886, at or about the hour of 1 o'clock P.M. on said day, the following described real estate, to-wit: Situated in the Township of Jackson, County of Union and State of Ohio, and bounded and described as follows: and in Survey No 9921, beginning at the center of Rush Creek Gravel Road, and in the West line of said Survey No 9921; Thence North ten degrees West with said Survey line to the South-west corner of Harvey Mathers twenty acres of land; Thence North eighty degrees East to John Chapmans North-west corner in the South line of said twenty acre lot; Thence with John Chapmans line South ten degrees, East to the center of said gravel road about South 67 degrees West to the place of beginning, containing 100 acres of land more or less. Marion Hopkins Sheriff

Appraised at $60 per acre.
T. B. Fulton. Atty.

Terms of Sale—Cash.
Union County, Ohio.
no 32-3w p.f. $9.60

State of Ohio, County of Union, ss. I Robert Smith, do make oath that the ad-

Entry $5000

Cross Petition No. 5000

Answer & Cross Petition No. 5000

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vertisement, of which the annexed is copy was published for 5 weeks, to-wit- March 4th 11th 18th & 25th, and April 1st A.D. 1886, in the Richwood Gazette, a Weekly Newspaper, printed in, and being of general circulation within said county, and of which I am editor.

Robert Smith

Sworn to and subscribed before me, this 14th day of July, A.D. 1886

Seal

J. L. Burgner, Clerk.

Afterward on the 10th day of March A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit-

Wm Black

vs

Jason H. Chapman.

Entry.

Entry

5000

Leave granted T. P. Cratty to be made party defendant & to file cross petition in above case during this term.

Afterward, on the 11th day of Mar. A.D. 1886 the following Answer & Cross Petition was filed with the Clerk of said Court, to-wit:

William Black

vs

Jason H. Chapman et als.

Court of Common Pleas, Union County, Ohio.

~~Answer~~ & Cross Petition of T. P. Cratty.

Cross Petition

No. 5000

Now comes T. P. Cratty and by leave of court files his Cross Petition herein and says,-

That on the 10th day of March 1886 by the consideration of the court of Common Pleas in and for Union County, Ohio at its February term now pending he recovered a Judgement against the Defendant Jason H. Chapman for the sum of $ and 8 per. cent interest thereon from the first day of this term and $ his costs- that said judgment is still in full force and wholly due and unpaid and is and has been a subsisting lien on said premises discribed in Plaintiffs Petition from the first day of this term now pending to-wit Feb. 22nd 1886.

Wherefore said Defendant T. P. Cratty prays that said judgment may be satisfied out of the proceeds of sale of said premises according to its Priority.

S. S. Gardiner atty for Deft T. P. Cratty.

State of Ohio,
Union County, ss.

T. P. Cratty, being duly sworn says the facts and allegations in the foregoing answer and cross petition are true as he verily believes.

T. P. Cratty.

Sworn to and subscribed before me this 11th day of March 1886

Seal

W. J. Rucker Notary Public.

Afterward, on the 11th day of March A.D. 1886 the following Answer and Cross-Petition was filed with the Clerk of said Court, to-wit:

William Black

vs

Jason H. Chapman et al.

Court of Common Pleas, Union County, Ohio.

Now comes the said Defendant Luella J. Hall and for her Answer and by way of Cross-petition herein says-

Answer & Cross Petition

No. 5000

That on the 26th day of November 1884 by the consideration of S. M. Hall a Justice of the Peace in and for Jackson Township Union County

Ohio, she recovered a Judgment against the Defendant Jason M. Chapman for the sum of $75.67 debt and $ 2.00 costs - That on the 6th day of December 1884 she caused a duly certified transcript of said case and Judgment to be filed in the Office of the Clerk of Court of Common Pleas in and for said county of Union and the same was then and there duly entered upon the Civil Docket in said Clerk's office as the law requires.

That said Judgment is still in full force and wholly due and unpaid and is and has been a subsisting lien on the premises described in Plaintiffs Petition herein from said 6th day of December 1884.

That since the filing of said transcript she has intermarried with one B.P. Hall and is now his wife but the above Judgment is her separate property. Wherefore she asks that said Judgment may be satisfied out of the proceeds of sale of the said premises according to its Priority

S.S. Gardiner atty for Luella J. Hall.

State of Ohio,
Union County, ss. } Luella J. Hall being duly sworn says the facts and allegations in the foregoing answer and cross petition are true as she believes.

Luella J. Hall

Sworn to and subscribed before me this 11th day of March 1886.
[Seal] W.J. Rucker Notary Public.

Afterward, on the 24th day of April A.D. 1886 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 26th day of Feb. 1886 William Black obtained a judgment or decree against Jason M. Chapman for the sum of Three hundred and thirty nine and 27/100 Dollars, and ---/100 Dollars, costs of suit: And whereas it was then and there by said Court ordered, adjudged and decreed that the said Jason M. Chapman within three days from the 26th day of Feb. A.D. 1886 pay unto the said William Black the said sum of Three hundred and Thirty nine and 27/100 Dollars, with interest from the 22nd day of Feb. 1886 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 three days aforesaid, have fully expired, and the said sum of $339.27/100 and costs aforesaid, have not been paid, or any part thereof, as appears to us of record;

And whereas, under a former order of sale issued out of this Court, on the 1st day of March A.D. 1886 the following lands and tenements were appraised, advertised and offered for Sale, to-wit: Situated in Jackson Township, Union County, Ohio and in Survey No. 9921 and bounded and described as follows:- Beginning at the center of Rush Creek gravel road, and in the west line of said Survey No. 9921; Thence N. 10 Deg W. with said survey line, to the south west corner of Harvey Walter's 20 acres of land. Thence N. 80 E. to John Chapman's N. W.

Sheriffs Return.

Proof of Publication

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Seal.

Sheriffs Return.

Sheriffs Return. The State of Ohio, Marion County, ss. } In obedience to the command of the order of sale hereto annexed, I did on the - day of April 1886 cause 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 29th day of May A.D. 1886 at 1½ o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to-wit: five consecutive weeks; and in pursuance to said notice I did, on said 29th day of April A.D. 1886 at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House. Not sold for want of bidders. Notice to Printers .30 Writing Notice .30 Total .60 Printers Fee $10.80

M. Hopkins Sheriff.

Afterward on the 14th day of July A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court to-wit:

Proof of Publication

Sheriffs Sale.

William Black. vs Jason M. Chapman et. al. } On Order of Sale. Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, Union County, Ohio. I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, May 29th, 1886, at or about the hour of 1 o'clock P.M. on said day, the following described real estate, to-wit: Situated in the township of Jackson, County of Union and State of Ohio, and bounded and described as follows: And in Survey No 9921, beginning at the center of Rush Creek Gravel road, and in the West line of said Survey No 9921; Thence North ten degrees, West with said Survey line to the South-west corner of Harvey Walter's twenty acres of land: Thence North eighty degrees East to John Chapmans North-west corner in the South line of said twenty acre lot: Thence with John Chapmans line South ten degrees East to the center of said gravel road about South sixty-seven

degrees West to the place of beginning, containing 100 acres of land more or less. Appraised at $5 per acre. Terms of sale cash.

Marion Hopkins. Sheriff Union County, Ohio.

T. B. Fulton, Atty

gro 40-50 p.f. $10.80

Proof of Publication.

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 5 weeks, to-wit April 29" and May 6" 13" 20" and 27" A.D. 1886. in the Richwood Gazette, a Weekly Newspaper, printed in, and being of general circulation within said county, and of which I am editor.

Robt. Smith.

Sworn to and subscribed before me, this 14" day of July, A.D. 1886.

J. L. Burgner. Clerk.

[Seal]

Afterward, on the 24" day of May A.D. 1886 the following Cross Petition was filed with the clerk of the said Court, to-wit:

William Black

vs

Jason N. Chapman et al.

Court of Common Pleas, Union County, Ohio.

Cross Petition of Hill, Hoxter & Co.

Cross Petition

Hill, Hoxter & Co. say, that on the 3" day of October 1884 by the consideration of H. M. Hall a Justice of the Peace in and for Jackson Township Union County, Ohio. They recovered Judgment against the said Defendant Jason N. Chapman for the sum of $33 50/100 debt and $2 20/100 costs & that on the 7" day of October 1884 they caused a certified transcript of said case to be filed in the office of the clerk of the court of common pleas of said County and to be entered upon the Lien Docket No 1 page 166 of said court - that said Judgment is still in full force and wholly unpaid and is and has been a subsisting lien on the premises described in Plaintiffs Petition herein from said 7" day of October 1884.

Wherefore Hill, Hoxter & Co. ask - that their claim may be satisfied out of the proceeds of sale of said premises according to its Priority.

S. S. Gardiner, Atty for Hill, Hoxter & Co.

State of Ohio, Union County, ss. } M. W. Hill being duly sworn says, he was a member of the late firm of Hill Hoxter and Co. - That the facts and allegations in the foregoing cross Petition are true as he believes M. W. Hill

Sworn to and subscribed in my presence This 19" day of May, 886

[Seal]

W. J. Rucker, Notary Public for Union Co. Ohio.

Afterward, on the 31" day of May A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to wit:

Wm Black

vs

Jason N. Chapman

Entry

This day this cause came on to be heard and it appearing to the court that the real estate described in the petition herein has been twice advertised and offered for sale under the present appraisement and still remains unsold for want of bidders, now on motion of T. B. Fulton, Attorney for the plaintiff the said appraise

ment is hereby set aside, and it is ordered that a new one be made.

Afterward on the 31st day of May A.D. 1886 the following Order of Sale was issued by the Clerk of the said Court, to-wit:

Order of Sale.

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

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 26th day of Feb. A.D. 1886, in the cause of William Black, Plaintiff, and Jason N. Chapman et al Defendant said William Black obtained a judgment or decree against the said Jason N. Chapman for the sum of Three hundred and thirty nine and 27/100 Dollars, and - Dollars costs of suit; And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Jason N. Chapman shall within three days from the 1st day of March, A.D. 1886, pay unto the said William Black the said sum of three hundred and thirty nine and 27/100 Dollars with interest from 22nd day of Feb. A.D. 1886, at the rate of - per. cent. per. annum, & 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 Statue regulating judgments and executions at law, to sell the real estate described in Plaintiffs' petition, &c; And whereas, the three days aforesaid have fully expired and the said sum of $ 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 Jackson, County of Union and State of Ohio and in Survey No 9921 and described as follows:

Beginning at the center of Rush Creek gravel road, and in the west line of said Survey No 9921: Thence N. 10 degrees W. with said Survey line, to the south west corner of Harvey Mathis 20 acres of land, thence N. 80° E. to John Chapmans N. W. corner in the south line of said 20 acre lot, thence, with John Coppings line, S. 10 degrees E. to the center of said gravel road, thence with the centre of said gravel road about S 87 degrees W. to the place of beginning containing one hundred 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 31st day of May A.D. 1886.

[Seal]

J. L. Burgner, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss.

Sheriff's Return.

In obedience to the command of the Order of Sale hereto annexed I did on the 1st day of June 1886 summon D. D. Mather, E. R. Cameron, and C. S. Cheney, 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 1st day of June, A.D. 1886 said appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at Fifty 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 31st day of May 1886, 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 3rd day of July A.D. 1886, at 1½ o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did on said 3rd day of July, A.D. 1886 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came William Black who bid for the same the sum of Thirty three and 34/100 Dollars per acre and said sum being two thirds of the appraised value thereof and said William Black being the highest and best bidder therefor I then and there publicly sold and struck off said lands and tenements to him for said sum of Thirty three and 34/100 Dollars per acre: Sheriff's Fees, Service .30 Summoning Appraisers, Swearing Appraisers 1.20 Conveying Appraisers 1.00 Writing Appraisal .30 Copy of Appraisal .30 Notice to Printer .30 Mileage 3.36 Poundage 19.00 Total $25.76 Appraisers' Fees 3.00 Printers' Fees 10.80

M. Hopkins Sheriff.

Afterward, on the 14th day of July A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication

William Black
vs
Jason U. Chapman et al.

Sheriff's Sale.
On Order of Sale.
Court of Common Pleas, Union County Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, Union County, Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday July 3d 1886, at or about the hour of 1 o'clock P.M. on said day, the following described real estate, to-wit: Situated in the township of Jackson, County of Union, and State of Ohio, and bounded and described as follows: And in Survey No 9921 beginning at the center of Rush Creek Gravel Road, an in the West line of said Survey No 9921; Thence North ten degrees West with said Survey line to the South-west corner of Harvey Mather's twenty acres of land; Thence North eighty degrees East to John Chapman's North-west corner in the South line of said twenty acre lot: Thence with John Chapman's line South ten degrees East to the center of said gravel road about South sixty-seven degrees West to the place of beginning containing 100 acres of land more or less. Appraised at $50 per acre

Terms of sale cash Marion Hopkins Sheriff Union County, Ohio.
T. B. Fulton, atty. no 45 - 5 w p. f. $10.80.

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 5 weeks, to-wit: June 3", 10", 17, and 24" and July 1" A.D. 1886, in the Richwood Gazette, a Weekly Newspaper, printed in, and being of general circulation within said county, and of which I am editor.

Robt. Smith

Sworn to and subscribed before me, this 14" day of July, A.D. 1886.
[Seal] J. L. Burgner, Clerk.

Afterward, on the 15" day of July A. D. 1886 the following cross petition was filed with the Clerk of said Court, to wit:

Cross Petition

Wm. Black.
vs Court of Common Pleas, Union County Ohio.
Jason N. Chapman et als.

The defendant J. W. Robinson comes and waives process on him + says that Margaret Stamates on the 16" day of Feby. 1885 obtained Judgt in this court against Jason N. Chapman for $370.34/100 and costs and at 8 per cent int. in which J. A. White + Jonathan Cheney are sureties (see ex. Docket 2 p. 48 05) That afterward viz. March 28 - 1885 a writ of Ex. was delivered on said Judgt. to the sheriff of this county on which he levied April 16 - 1885 - on said tract of land in said petition described and which is still a valid levy and a lien from said date + further he says that on the 3" day of April 1886 this defendant in consideration of the amount due on said Judgt. he bought said Judgment of said Margaret Staymates and she duly assigned the same to him and he now owns the same and there is due him $370 34/100 with 8 per cent. int thereon from Feby 16 - 1885 and the costs thereon are also a lien amounting to $ —

This defendant asks that his said claim be paid out of said proceeds of said land in case the same be sold and deed ordered.

J. W. Robinson in Person.

The State of Ohio,
Union County, ss. J. W. Robinson being duly sworn deposes and says he believes the allegations of the foregoing cross petition are true.

J. W. Robinson

Sworn to before me July 16" 1886
[Seal] J. L. Burgner. Clerk.

Afterward, on the 19" day of July A.D. 1886 the following answer of C. Stamates was filed with the Clerk of said Court; to wit:

Answer.

William Black
vs Court of Common Pleas, Union County Ohio.
Jason N. Chapman et al.

And comes Cyrus Stamates one of the Defendants and by leave of Court says: that on the 4" of May 1884 filed in the office of the clerk of said court two judgments including costs of $13.00 each against the Deft Jason N. Chapman = rendered by C. W. Burgoon, a J. P. of Jackson Tp. in said county, and afterwards on the 8" day of Oct. 1885 he filed in same office a judgement against the

the said Chapman, for $15.00 including costs, rendered by Levi Roseberry J.P. of Jackson Tp. Union Co. Ohio that said judgments are liens against the real Estate described in Plaintiffs Petition and that said judgments are wholly unpaid, and that there is now due on said judgments the sum of $74.65 wherefore the Deft. asks that his judgments may be paid out of the proceeds of the sale of said premises. P.R.Kerr. Atty for said Deft. Stamates.

State of Ohio
Union County ss. P.R.Kerr being sworn says he is the attorney for Deft-Stamates and that the allegations of the foregoing are within his personal knowledge and are true as he believes. P.R. Kerr.

Sworn to before me and subscribed in my presence this 19th day of July 1886. [Seal] J.L. Burgner. Clerk.

Afterward, on the 19th day of July A.D.1886 the following Answer and Cross Petition was filed with the Clerk of the said Court, to-wit:

William Black
vs
Jason H. Chapman et al.

Court of Common Pleas.

Answer + Cross Petition. No 5000.

And now comes the Deft. the Richwood Deposit Bank and by leave of Court says by way of Cross Petition, that said Bank recovered a Judgment against the Defendant Jason H. Chapman in this court for the sum of $ which judgment bears interest at 8 per ct. and was and is a Subsisting lien upon the premises described in Plaintiff's petition, and is still wholly unpaid and there is now due thereon the sum of $. Wherefore said Deft. asks that his said judgment may be paid out of the proceeds of the sale of said premises.

P.R. Kerr Atty for Deft. Richwood Deposit Bank.

State of Ohio,
Union County ss. P.R. Kerr being sworn says he is the authorized atty for said Deft in this action and that the alligations in the foregoing petition are within his own personal knowledge and that the same are true as he believes. P.R. Kerr.

Sworn to before me and subscribed in my presence this 19th day of July 1886 [Seal] J.L. Burgner, Clerk.

Afterward, on the 19th day of July A.D.1886 the following answer and Cross Petition was filed with the Clerk of said Court, to-wit:

Order of Surveyor. No 5000.

William Black Plaintiff
vs
Jason H. Chapman et als. Defendants.

Court of Common Pleas, Union County O.
Ans. & cross petition of John L. Burgner

Answer + Cross Petition

Now comes John L. Burgner and asks leave of the Court to enter his appearance herein and by way of cross petition says: That on the 4th day of April A.D.1885 by the consideration of H.M. Hall a Justice of the Peace in and for Jackson Township, Union County, Ohio, William Burgner & Son partners, recovered a judgment against the said defendant Jason H. Chapman for the sum of $17.30 and $ cost. That on the 13th day of April 1885 a certified transcript was filed in the Clerks Office of the Court of Common Pleas of Union County, Ohio and entered on the lien + Execution Docket Vol. 1 Page 192 That on the 29th day of June 1885 an execution

was issued on said judgment to the sheriff of said county who made a levy on the premises described in plaintiff's petition belonging to the defendant Jason N. Chapman That said judgment has been assigned to him by said Wm. Burgner and he said is now in full force and wholly unpaid and is and has been a subsisting lien on said premises from its filing as afore said. Wherefore John L. Burgner asks that this claim may be paid out of the proceeds of said sale and for all proper relief.

John L. Burgner In Person.

The State of Ohio,
Union County, ss. John L. Burgner being duly sworn according to law says that the facts and allegations set forth in his foregoing above petition are true as he believes.

John L. Burgner

Sworn to before me by said John L. Burgner and by him signed in my presence this 19th day of July 1886.

Jas S. McCampbell Notary Public.

Afterward, on the 19th day of July A.D. 1886 the following Motion was filed with the Clerk of said Court, to-wit:

William Black, Plaintiff
Against
Jason N. Chapman, Defendants.

Court of Common Pleas, Union County, O.
Motion
No. 5000.

And now comes the Defendant, Jason N. Chapman, and moves the court to order a survey of the lands sold in this case to the plaintiff for the following reasons = Said land is described in said proceedings as one hundred acres more or less, and sold by the acre to the plaintiff for the sum of $ - per acre, and as one hundred acres more or less, and defendant avers that there are one hundred and ten acres in said tract, and desires that the purchaser pay for the 110 acres, instead of one hundred acres.

That the survey be made before the execution of the deed by the sheriff to the purchaser &c. Pollett Porter Attys for Jason Chapman.

Afterward, on the 19th day of July A.D. 1886 the following Order to Surveyor was issued by the Clerk of said Court, to-wit:

William Black, Plaintiff.
vs
Jason N. Chapman et. al. Defts

Court of Common Pleas, Union County, Ohio.
No. 5000.

Order of Surveyor.

No 5000.

To C.S. Lee Surveyor of Union County, Ohio.

You are hereby commanded to proceed to the farm known as the Jason N. Chapman farm in Jackson Township, Union County Ohio, and make a survey of the same, being the said premises described in the petition in above entitled case, to ascertain the exact number of acres contained in said farm and report to this Court the exact number of acres contained in said premises, together with a pertinent description of the same, and it is ordered that you make due return thereof without unnecessary delay. Witness my hand and official seal this 19th day of July 1886 at Marysville, Ohio.

[Seal]

John L. Burgner, Clerk.

Surveyors Return.

Said Writ returned and filed Aug 3- 1886 endorsed as follows, viz.
In persuance to an order of the Court of Common Pleas of Union County Ohio dated July 19" 1886 I proceeded on the 27" day of July 1886 to make a survey of the lands therein ordered to be made of which the following is a discription and plat of same together with the quantity of land therein contained made by latitude and departure calculations
Part of Survey No 9921 Jackson Township Union County O. Beginning in the center of the rush Creek Gravel road and in the west line of Survey No 9921 for 600 Acres at an Iron Bolt. Thence with said Survey line N 6° 35' W 158.48 Poles to two stake standing together in the south west corner of the lands of Harvey Walter formerly owned by Geo N Kilburne. Thence N 82° 32' E 89.42 poles with the south line of said Walters land to two stakes standing together (witness a Burr oak 8 inches N 9 feet) Thence S 6° 35' E 134.06 poles to the center of the said Gravel Road (Witness a stake stands N 6° 35' W 23 feet) Thence with the centre of said Gravel road S 67½ W 93.88 Poles to the beginning. Containing 82.13 acres. Charles J. Lee Surveyor Union Co. O.,

Costs		
1886 July 27+28	C. J. Lee Surveying & Mileage	10.00
" " 26	Looking up minutes	2.00
" " 30	Report Survey & Plat	1.00
		13.00
	J. White	
July 27+28	Chain carrier	2.00
	D. Alexander.	
" " 27+28	Chain C.	2.00

Petition

Afterward, on the 19" day of July A. D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit:

Entry No 3500.

William Black
vs
Jason N. Chapman et al.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made herein, under the former order of this court; and the court, on careful examination of the proceedings of the said sheriff, being satisfied that the same have been made in all respects in conformity to law and the orders of this court, it is ordered that said proceedings and sale be and the same are hereby approved and confirmed. And on motion of the defendant Jason N. Chapman it is ordered by the Court that an order issue to C. J. Lee Surveyor to proceed to the premises herein sold and make a survey of the same to ascertain the exact number of acres contained in said premises and said surveyor is ordered to report to this court the exact number of acres in said premises together with a pertinent description of the same. And it is further ordered that the said sheriff convey to the purchaser William Black by deed according to law, the property so sold using for a description of said premises the one reported

to the Court by said surveyor. and a writ of possession is awarded to put said purchaser in possession

The said Surveyor having made his report to the Court that the number of acres of land contained in said premises is 82.13 the Court now coming to distribute the proceeds of said sale amounting to the sum of $2738.21 orders as follows

1st. That the taxes amounting to $160.67 be paid.

2nd. That costs herein amounting to $121.32 be paid.

3rd. That William Black's claim amounting to $19.34 be paid.

4th. That $509 ⁰⁰ be paid to Jason A Chapman in lieu of a homestead. 5th That the balance of the purchase money amounting to $21.86 be paid to J.W. Robinson on his claim of the Judgt. of Statutes vs Jason A. Chapman J.D. White + Jonathan Blevney.

Attest. John L. Burgner. Clerk.
By Nellie Roney. 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 24 day of May in the year of our Lord one thousand eight hundred and Eighty Six, Heretofore to-wit: On the 23 day of Sept A.D. 1885 the following petition was filed with the Clerk of the said Court, to-wit:

Petition

Martha Finley
vs
John J Finley

Court of Common Pleas. Union County. Ohio.
Petition

Plaintiff says: She has been a resident of the State of Ohio for the year last past and is now a bona fide resident of the County of Union— That on or about the 19 day of June 1862 she was married to the Defendants and has ever since conducted herself towards him as a faithful and obedient wife. The following Children were born of such marriage to-wit: Sarah Ellen who is now Nine years of age and Ouida M. who is now 18 years of age.

1. That the Defendant has been guilty of habitual drunkenness for three years last past.

2. That said Defendant on or about the 23rd day of May 1885 at the house of one Nancy J. Sells in Richwood Union County, Ohio. did commit Adultery with said Nancy J. Sells and ever since said date has been living in Adulterous intercourse with said Nancy J. Sells at said house in Richwood in said County. The Defendant is possessed of the following property to-wit: Situated in the County of Union and State of Ohio, in the Township of Allen in Survey No 3752 and bounded and described as follows - Beginning at a stone westerly corner to said Survey thence with the N.W. line of said N. 54° E 161 8/10 poles to a stone North corner to said Survey - Thence with the N.E. line of said Survey S 36° E 41 52/100 poles to a stone Northerly corner of land sold to Isaac Brodrick by Wm. Falk - Thence with his N.W. line S. 54° W. 161 76/100 poles to a stone corner to said Brodrick in the S.W. line of said Survey — Thence with

said line N 36° W 41 $\frac{56}{100}$ poles to the place of beginning containing 42 acres of land, being the same premises as conveyed to Defendant by Andrew Schmitzger & Lucy Schmitzer on the 15th day of November 1884.

The Defendant is also in possession of and owner of one horse and buggy, wagon & harness and of nine mortgage notes on Andrew Schmitzger amounting to $1840.00 with interest at 6% from Nov. 15th 1884 more particularly described in mortgage recorded in Vol. 22 page 133 Union Co. Records of Mortgages and various other articles of personal property and choses in action – which plaintiff is unable to discribe.

Plaintiff further states that on or about the 2nd day of January 1882 said Plaintiff and Defendant were the owners in fee, as Tenants in Common of the following Real Estate situated in the Village of Richwood County of Union and State of Ohio to wit: Nine feet off the North side of Lot No 98 and 11 feet off south side of Lot No 97 in said Village more particularly discribed in deed Recorded in Vol 53 page 339 & 340 Union County Records of deeds – that on or about said date said Defendant sold said property to one Wm. W. Smith for the sum of $3500 one half of which amount belonged to Plaintiff and said Defendant to induce said Pl'ff to sign and acknowledge the deed for the same to said Smith, promised and agreed with said plaintiff to pay her the full one half of said $3500. and in consideration of said agreement and understanding with said Defendant said plaintiff signed and acknowledged said deed to said Smith for said property but the Defendant has wholly failed and refused to pay to plaintiff any part of said $3500 although often requested so to do and has defrauded Plaintiff of her said interest in said property.

Plaintiff further States that Defendant is about to dispose of or incumber said property so as to prevent the plaintiff from obtaining Alimony therein. Wherefore plaintiff prays, that she may be divorced from said Defendant, that alimony for her sustenance and expenses during the pendency of this suit and an allowance for the support of her minor child be granted her and that on the final hearing of this case she may be decreed reasonable alimony out of the property of said Defendant and that said Defendant be unimpaired from disposing of or incumbering said property in the meantime and that he be decreed to pay to her the full one half of the said $3500, with interest thereon from the 2nd day of January 1882.

That the custody of said minor child may be decreed to her and for all proper relief.

D. W. Ayers & S. S. Gardiner for Pl'ff.

State of Ohio,
Union County, ss. Martha Finley the plaintiff being duly sworn says; the facts and allegations in the foregoing Petition are true as she verily believes.

Martha Finley.

Sworn to and subscribed in my presence this 17th day of September 1885 [Seal] M. J. Rucker. Notary Public.

Injunction allowed as prayed for in the within petition, until otherwise ordered by the Court of Common Pleas of Union County Ohio, a Judge thereof or other competent authority, and without an undertaking being required by the plaintiff to the defendant.

Fees of Probate Judge $ 2.50 John B. Coates Probate Judge.

Praecipe. To Clerk: Issue summons and a copy of petition in above case to sheriff of Union Co. returnable according to law in divorce cases.

Afterward, on the 23d day of Sept. A.D. 1885 the following Order of Injunction was filed with the Clerk of the said Court

Order of Injunction.

Martha J. Finley. vs John J. Finley. } Before the Probate Judge. Motion for Temporary injunction in the Court of Common Pleas. Union County, Ohio.

Order of Injunction

And now, on this 23d day of September 1885 came the plaintiff, by S.S. Gardiner and D.W. Ayers her attorneys; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the 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 conveying or incumbering the Real Estate described in the said plaintiffs petition herein and selling or disposing of any of the promissory notes or personal property named in said petition, as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue subpoenas in this case endorsed injunction allowed without Bond. [Seal] John B. Coates. Probate Judge.

Afterward, on the 23d day of Sept. A.D. 1885 the following summons was issued by the Clerk of the said Court, to-wit:

Summons in Divorce.

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

You are commanded to notify John J. Finley that Martha Finley 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 & Adultery, 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 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 5th day of Oct. 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 23d day of Sep. A.D. 1885.

J. D. Burgner, Clerk.
[Seal] By W. M. Wishart, Deputy Clerk.

Endorsed: In action for Divorce and Alimony.
Ayers & Gardiner, Attys

Sheriffs Return.

Said Writ returned & filed Oct. 3d 1885 endorsed as follows: viz.

The State of Ohio, Union County, ss. } Received this Writ on the 28th day of Sept. A.D. 1885, and on the 24th day of Sept. A.D. 1885, I served the same by leaving

at the usual place of residence a true copy Sum of with the endorsements thereon. together with a certified copy of the petition. Service .60 Copy .20 Mileage 2.56
Mileage on pet. 2.56 Total $5.92 M. Hopkins. Sheriff.
By A. H. Goodwin Deputy

Afterward. on the 19th day of Oct. A.D. 1885 the following Answer and Cross Petition was filed with the Clerk of said Court, to-wit:

Martha Finley
vs
J. J. Finley.

Court of Common Pleas Union County, Ohio.
Ans. & Cross Petition of Deft.

And now comes the Defendant J. J. Finley and for answer to Plaintiffs Petition denies each and every allegation in Plaintiffs said Petition except that he is the owner of certain Real Estate, described therein, and of certain personal property therein described and that the Plaintiff has been a resident of this State and is now a Bona fide resident of this county, and that she was married to the Defendant as she alleges and that said two children were born as the fruit of said marriage.

And the Defendant alleges by way of cross petition. That the said Plaintiff regardless of her marital duties, toward the Defendant has been guilty of extreme cruelty, and gross neglect of duty, towards the said Defendant, and that said Plaintiff has been guilty of willful absence for the three years last past and that the whole conduct of the Plaintiff towards the Defendant for more than three years has been in total, perverse and willful violation of her marital duties. Defendant says that notwithstanding the gross neglect of the marriage vows of the Plaintiff, he the Defend has ever since their said Marriage and birth of said children demeaned himself toward the Plaintiff & said children as a faithful and loving husband and Father. Defendant further says that about the year 1876 he purchased with his own means the following described Real Estate to wit: Lot No. 316 in Morris 1st. addition to the town of Richwood in said county of Union and allowed the same to be conveyed by deed to the Plaintiff and the title so conveyed is still in said plaintiff. That there was thereon a valuable dwelling house, suitable for a homestead for Plaintiff & Defendant and that since 1878 the Plaintiff and her said children have resided on said premises. That he the Defendant has since purchasing said property, expended a large amount of labor and money improving & beautifying said premises as the home of himself and his said wife and children, and that the same is now worth the sum of $2000.00 and that said conveyance of said premises to the Plaintiff was without consideration on his part. The defendant further says the Plaintiff is totally unfit to have the custody of said minor child Sarah Ellen Finley.

Wherefore Defendant prays that he may be divorced from the said Plaintiff and be decreed the custody of said child Sarah Ellen, and that said premises to-wit: lot 316 as above described be adjudged to be held by the Plaintiff in trust for the Deft and that the same be decreed to him and that said Plaintiff be ordered to reconvey said premises to the Deft and that in default thereof said decree operate as such conveyance and that he may have all necessary relief the equity of the case demands.

P. R. Kerr. Atty for Defendant.

answer & Cross Petition

Summons

Sheriffs Return.

Entry

No 7910

Entry.

State of Ohio,
Union County, ss. J.J. Finley the Defendant being sworn says the statements and allegations in the foregoing answer and cross petition are true as he believes

J.J. Finley

Sworn to before me and subscribed in my presence this 19th day of Oct 1885 Seal

J.L. Burgher. Clerk.

afterward, on the 24th day of Oct. A.D. 1885 the following Summons was issued by the the Clerk of the said Court, to-wit:

Summons.

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

You are commanded to notify John J. Finley that Martha Finley has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition charging him with adultery &c. and asking that she be divorced from him, and that she be allowed alimony and for other proper relief. Said petition will stand for hearing during the term of said court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 2nd day of November 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 24th day of Oct. A.D. 1885. Seal

J.L. Burgher. Clerk.

Endorsed: Inaction for Alimony. Injunction allowed.
D.W. Ayers & S.S. Gardiner attys

Sheriffs Return.

Said Writ returned and filed Oct. 26, A.D. 1885 endorsed as follows:

The State of Ohio, Union County, ss. } Received this writ on the 24th day of Oct. A.D. 1885; and on the 24th day of Oct. A.D. 1885, I served the same by handing the within named defendant a true copy thereof with the endorsements thereon.

Service .30 Copy .20 Mileage 2.56 Total 3.06

M. Hopkins, Sheriff.
By A.H. Goodwin, Deputy.

afterward, on the 26th day of Oct. A.D. 1885 the following Entry was made on the Journal by the Clerk of the said Court, to-wit:

Martha Finley vs John J. Finley. } Entry. Court of Common Pleas, Union County, Ohio.

Entry

No 7910

On motion of the plaintiff herein by her attorneys and good cause being shown it is hereby ordered that she be allowed the sum of $75.00 as for her expenses in conducting this action.

It is therefore ordered that the said John J. Finley pay to the said Plaintiff or her attorneys S.S. Gardiner & D.W. Ayers the sum of $75.00, one half of which shall be paid within Ten days & one half within Thirty days from this date — and in default of any of such payments for three days execution shall issue therefor.

afterward, on the 4th day of Feb. A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

Martha Finley vs John J. Finley } Plaintiff is allowed further alimony pendente

lite to the amount of $75.00, to be paid as follows. One half (½) in ten (10) days: and the balance in thirty (30) days.

Feby 4th 1886.

Afterward, on the 7th day of April, A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit;

Martha Finley.
vs
J. J. Finley.
Court of Common Pleas. Union County, Ohio.
Entry.

This day this cause came on to be heard and by agreement the same is hereby continued upon the terms following - The defendant to pay all costs made since the last Term of said Court including the costs of this Term of said Court and on the 1st day of May A.D. 1886 pay to the plaintiff $25.00 Alimony pendente - It is therefore considered, ordered and adjudged that the plaintiff pay the said costs taxed to $ and to the plaintiff $25.00 on the 1st day of May A.D. 1886 and in default thereof that execution issue therefor.

Afterward, on the 19th day of July A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit

Entry.
No. 4910

Martha J. Finley.
vs
John J. Finley.
Entry.

This cause came on this 3rd day of June A.D. 1886 to be heard on the petition the answer and cross petition of the Deft. John J. Finley & 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 this county of Union. The court further find upon the evidence adduced that the defendant has been guilty of habitual drunkenness for more than three years last past, and that by reason thereof the plaintiff is entitled to divorce as prayed for.

It is therefore ordered adjudged & decreed by the court that the marriage contract heretofore existing between the said Martha J. Finley and John J. Finley be and the same hereby is dissolved and both parties are released from the same. It is further ordered that the custody care education and control of the said child Sarah Ellen Finley (aged 9 years) of the said parties hereto be until further order confided to the said Martha J. Finley - the said John J. Finley to have the privilege of visiting said child at proper times to-wit once each week.

It is further ordered and adjudged that said plaintiff do also have possess and enjoy as and for allimony, the following personal property with the right to use, sell or dispose thereof at her pleasure: to-wit; all her wearing apparel and all the household and kitchen furniture now in the possession, and situated in the residence of the said plaintiff in Richwood, Ohio. It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable allimony in money the sum of $600.00 and payable as follows $200.00 in sixty days from this date $200 in one year from this date. and $200.00 in Two years from this date of June 3rd 1886.

And the same is hereby made a lien upon all

the real estate of the said defendant. And in default for three days of any such payment, execution is allowed issue therefore. Which affirmation is allowed to the plaintiff and accepted by her in lieu and stead of any contingent or incohate right of Dower which she has or might have in the Real Estate of J.J. Finley and said Real Estate is released from said contingent or incohate dower right and its contingent right of courtesy of said J.J. Finley in plaintiffs Real Estate is also released extinguished.

Attest. John L. Burgner, Clerk.
By Nellie Rorey, Deputy.

Pleas before His Honor, John A. Price Judge of a Court of Commons Pleas begun & 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 29th day of May in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to-wit on the 29th day of Mar. A.D. 1886 the following petition was filed with the Clerk of the said Court, to-wit:

Petition

Lewis Vance, Plaintiff. vs H.O. Toby Defendant } The State of Ohio. Union County Court of Common Pleas. Petition

And now comes the plaintiff and for cause of action herein against the said defendant says. That heretofore, to-wit, on the 15th day of February A.D. 1882, the defendant executed and delivered to the plaintiff his promissory note of which the following is a copy.

"$175.00 February 15th 1882"

One year after date I promise to pay Lewis Vance or order One Hundred and Seventy five Dollars, for value received with interest at 8% from date"

"H.O. Toby"

That said note is indorsed as follows

"19 August 1883 paid on the within note $10.00 "
"April 6th 1884 paid on the within note $10.00 "

That no other or further payments have been made on said note and there is now due and owing to plaintiff thereon the sum of One hundred and Seventy five Dollars with Eight per cent interest thereon from said February 15th 1882 subject to a credit of Ten Dollars on the 19th day of August A.D. 1883 and also to a credit of Ten Dollars on the 6th day of April A.D. 1884 for which said sum and interest the plaintiff asks a judgement against the said defendant.

T.B. Fulton Attorney for Plaintiff.

The State of Ohio. Union County, ss. } T.B. Fulton being first duly sworn according to law says that he is the attorney of the plaintiff duly authorized in the premises: that this action is founded upon a written instrument for the payment of money only and that he believes the facts stated and allegations of the foregoing petition are true.

T.B. Fulton.

Sworn to before me and subscribed in my presence by the said T.B. Fulton this 29th day of March A.D. 1886 J.L. Burgner, Clerk.

Seal

Praecipe | To Clerk: Issue summons for the defendant to the sheriff of Union County Ohio returnable according to law. Indorse amount claimed $175.00 with 8 per cent. interest thereon from the 15th day of February A.D. 1882 subject to a credit of $10.00 August 19th 1883 and 10.00 April 6th 1884

T.B. Fulton Atty for Plff.

Afterward, on the 29th day of March A.D. 1886 the following Summons was issued by the Clerk of the said court, to-wit:

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

We Command you to Tell H.O. Tobey That he has been sued by Lewis Vance in the Court of Common Pleas of Union County, and that unless he answers by the 1st day of May A.D. 1886 the petition of said plaintiff Lewis Vance against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 12th day of April A.D. 1886. Witness my hand and the seal of said Court, this 29th day of March A.D. 1886.

{Seal}

John Q. Burgner, Clerk.

Endorsed: Action for Amount claimed $175.00 with 8% int. thereon from the 15th day of Feb. A.D. 1882 subject to a credit of $10.00 Aug 19th 1883 and $10.00 April 6th 1884.

T.B. Fulton, Plaintiff's atty.

Said Writ returned and filed April 12th A.D. 1886 endorsed as follows, to-wit:

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

Received this Writ Mch 29 A.D. 1886 at 2 o'clock P.M. and pursuant to its command, on the 8th day of Apl. A.D. 1886, I served the same by handing a true copy of this summons with the endorsements thereon to the within named Defendant H.O. Toby. Service .30 Mileage 1.44 Copy .20 Total $1.94

M. Hopkins, Sheriff.

By A.H. Goodwin, Deputy.

Afterward, on the 31st day of May A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court: to-wit:

Entry No 3074 | Lewis Vance vs H.O. Tobey } This day this cause coming 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 plaintiff's petition. On consideration whereof and the court being fully advised in the premises, finds that there is due to the plaintiff from the defendant, interest being computed to the first day of the present term the sum of Two hundred and fourteen and 77/100 Dollars.

It is therefore considered and adjudged that said plaintiff recover of said defendant said sum of $214.77 and his costs herein taxed at $— and that defendant pay his own costs taxed at $ for all of which execution is awarded.

Attest. John Q. Burgner, Clerk.
By Nellie Roney, Deputy.

Praecipe.

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

Petition

Clara W. Sneller, Plaintiff.
vs
Nancy Eakins, Defendant.

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

Defendant is indebted to plaintiff in the sum of $180.00/100, which Plaintiff claims, with interest from the 18th day of April 1884, on a promissory note, of which the following is a copy, to-wit=

$1400.00 Richwood O. May 5th 1883

One year, after date, I promise to pay to the order of Clara W. Sneller, Fourteen hundred Dollars at Bank of Richwood, Value received, with interest at 6 per cent. from date.

"Attest. S.L. Gardner" (Signed) Nancy her X mark Eakins"

Said note is indorsed as follows, viz="Paid on the within this 18th day of April 1884, three hundred dollars."

Second cause of action. At the time of delivering said note, and to secure the payment thereof, the Defendant duly executed and delivered to Plaintiff her mortgage deed, conveying the following described premises, to-wit= Situate in the county of Union, in the state of Ohio and in the village of Richwood. Being (23) Twenty three feet front off the North part of the Lot number Forty two extending back the whole length of said lot. Also the East one-half of out Lot Number nine (9) For further discription of said premises, see recorded plat of said village.

Said mortgage was conditioned as follows, in substance: That if said Nancy Eakins should pay said note at its maturity then said mortgage to be void otherwise to be and remain in full virtue in law forever. Said mortgage deed has become absolute Plaintiff, therefore, prays judgement against Defendant in said sum of $180.42/100, with interest as aforesaid; That said mortgage be foreclosed, that said premises be sold, and the proceeds applied to the payment of said Judgement.

Brodrick & McCampbell attys for Plaintiff.

The State of Ohio,
Union County, ss. } John M. Brodrick being first duly sworn says that he is one of the attorneys of record of said C. W. Sneller, plaintiff in the foregoing petition: That said plaintiff is a non-resident of said county of Union and now absent therefrom, and that the facts stated in the foregoing petition are, as affiant verily believes, true.

John M. Brodrick.

Subscribed and sworn to by said Jno. M. Brodrick before me this 17th day of June A.D. 1884.

[Seal]

J.L. Burgner. Clerk.

Praecipe.

Praecipe.

To Clerk of Court of Common Pleas: Issue summons on Nancy Eakins

Defendant in the above case, directed to the sheriff of Union County, returnable according to law, and indorse "Judgment and Foreclosure of mortgage. Amount claimed $1180 03/100 with interest at 6 per cent from April 18" 1884

Brodzick + McCampbell. Atty for Plaintiff.

Afterward, on the 17" day of June A.D. 1884 the following Summons was issued by the Clerk of the 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 Nancy Eakins that she has been sued by Clara W. Lewellen, in the Court of Common Pleas of Union County, and that unless answer by the 16" day of July A.D. 1884, the petition of said Plff. 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 28" day of July A.D. 188   Witness my hand and the seal of said Court this 17" day of June A.D. 1884

[Seal]   J. Q. Burgner Clerk

Endorsed: For action for Judgment + Foreclosure of Mortgages amount claimed 1180 03/100

Said Writ returned and filed 28" day of July A.D. 188 endorsed as

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

Received this Writ June 17" A.D. 1884, at 2 o'clock P.M. and pursuant to its command, on the 20" day of June A.D. 1884, I served the same by delivering to the within named Nancy Eakins a true copy of this writ with endorsement thereon. Service .30 Mileage .16 Cop. .20 Total .66

John Hobensack Sheriff U. Co. O.

Afterward, on the 6" day of Oct. A.D. 1884 the following Entry was made on the Journal by the Clerk of the said Court, to wit:

Entry. No 4545 Clara W. Lewellen
vs
Nancy Eakins } Entry.

This day this cause came on to be heard on the application of the plaintiff to file an amended petition herein and the Court being fully advised in the premises, and it having been shown to the Court that prior to the filing of plaintiff's petition herein the said defendant Nancy Eakins had intermarried with one Charles Claire in the city of Dayton. It is therefore considered by the court that said plaintiff have leave to file an amended petition herein, and to make such further parties in addition to the substitution of the said name of Nancy Claire for said Nancy Eakins as may be necessary to full determination of this action.

Afterward, on the 9" day of Oct. A.D. 1884 the following amended petition was filed with the Clerk of said Court, to-wit:

In the Court of Common Pleas of Union County Ohio.

Amended Petition.

Clara W. Lewellen, Plaintiff
against
Nancy Blare & James Blare & Cyrus Moore, Defendants.

Amended Petition

The plaintiff for her amended petition says that the said defendant Nancy Blare formerly Nancy Eakins is indebted to her in the sum of eleven hundred and eighty 00/100 Dollars, which plaintiff claims with interest from April 18th 1884, on a promissory note of which the following is a copy, to-wit:

$1180.00/100

Richwood, O. May 5th 1883.

One year after date I promise to pay to the Order of Clara W. Lewellen Fourteen hundred dollars at Bank of Richwood. Value received, with interest at 6 per cent. from date.

Attest S.L. Gardiner. her "Nancy × Eakins"

Said note is indorsed as follows: Paid on the within note this 18th day of April 1884 three hundred dollars."

There are no other indorsements thereon.

At the time of delivering said note, and to secure the payment thereof, the defendant-Nancy Blare (formerly Nancy Eakins) duly executed and delivered to Plaintiff her mortgage deed, conveying the following described premises, to-wit: Situate in the County of Union, in the State of Ohio, and in the Village of Richwood, Being (23) twenty three feet front off the north part of Out Lot Number Forty two (42) extending back the whole length of said lot. Also the east one-half of Out-Lot Number nine (9).

For further description of said premises sd recorded plat of said Village.

The condition contained in said mortgage was, in substance, That if said Nancy Eakins should pay said note at its maturity then said mortgage to be void, otherwise to be and remain in full virtue in law forever. Since the execution of said note and mortgage the said Nancy Eakins has intermarried with the defendant James Blare.

Said defendant, Cyrus Moore claims some lien on said premises, said mortgage has become absolute.

Plaintiff prays judgment against said defendant Nancy Blare for said sum of $1180.00/100 with interest from April 18th 1884. That said mortgage may be foreclosed, said premises ordered to be sold and the proceeds applied to the payment of said indebtedness and for all proper relief in the premises. Brodrick & McCampbell attorneys for Plff.

The State of Ohio,
County of Union, ss. } John M. Brodrick being sworn makes oath that he is one of the attorneys for Plaintiff duly authorized. That said plaintiff is a non resident of said county of Union and is now absent therefrom and that the facts stated in the foregoing petition are as affiant believes true. John M. Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 9th day of October A.D. 1884.

[Seal] J. L. Brugner. Clerk.

Praecipe. Clerk: Issue summons to defendant Nancy Blare and James Blare on within petition to Sheriff of Union County, Ohio. Indorse: Foreclosure of Mortgage & Judgment, Amount claimed $1180.00 at 6% from April 18th 1884. Brodrick & McCampbell. Attorneys for Plaintiff.

Summons. The State of Ohio, Union County, ss. To the Sheriff of the County of Union. Greeting:
We command you to notify Nancy Clare and James Clare that they have been sued by Clara W. Lewellen in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of Nov. A.D. 1884 the petition of said Clara W. Lewellen 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 Oct. A.D. 1884. Witness my hand and the seal of said Court, this 16th day of Oct. A.D. 1884.

[Seal] J. L. Burgner, Clerk.

Endorsed: In action for Foreclosure of Mortgage. Amount claimed $1180.00/100 @ 6% int. from April 18th 1884.

Broderick & McCampbell.

Sheriff's Return. Said Writ returned & filed 27th day of Oct. A.D. 1884 endorsed as follows to wit:

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

Received this Writ Oct 16th A.D. 1884, at o'clock M. and pursuant to its command, on the 25th day of October A.D. 1884, I served the same by leaving at the usual place of residence of the within named Nancy Clare and James Clare a true copy of this writ with endorsements thereon. Service .75 Mileage 2.5 6 copy .70 Total $3.41

John Hobensack, Sheriff U. Co. O.

Afterward, on the 17th day of Dec. A.D. 1884 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. Clara W. Lewellen, Plff. vs. Nancy Clare & James Clare, Defts. In the Court of Common Pleas, Union County, O. Journal Entry

No 45-45

Now comes the Plaintiff by her attorneys and the Defendants being in default for answer and demurrer to Plaintiffs petition, the court find that the allegations of the petition are confessed by them to be true, and that the said Nancy Clare is indebted to Plaintiff on the promissory note set forth in the petition, in the sum of $1180.00/100 with interest at the rate of six per cent. from April 18th 1884

It is therefore considered by the Court that the said Plaintiff Clara W. Lewellen, recover from the said Defendant, Nancy Clare, the said sum of $1180 00/100, with interest as aforesaid, and her costs herein expended, taxed at $

The court further find that, in order to secure the prompt payment of said note, the Defendant Nancy Clare, executed and delivered to said Clara W. Lewellen, the Plaintiff, her certain mortgage as in the petition described, and on the premises therein described: That said mortgage is the first and best lien on the premises described in the petition. The court further find that the condition of defeasance in said mortgage has been broken, and that the said Plaintiff is thereby entitled to have the Defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the said

answer & Petition

defendant shall, within five days from the Entry of this decree, pay, or cause to be paid, to the clerk of this court, the costs in this case, and to said Plaintiff the sum of $1180.$^{02}_{100}$ with interest from April 18th 1884, according to the terms of said mortgage deed, the Defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the sheriff of Union County, directing him to sell said premises as upon execution and bring the proceeds into court for further order.

Afterward, on the 30th day of Dec. A.D. 1884 the following answer and cross petition was filed with the Clerk of said Court, to-wit:

Clara W. Lewellen.
vs
Nancy Clare, James Clare and Cyrus Moore.

Court of Common Pleas, Union County, Ohio.

Answer & Cross Petition of Cyrus Moore.

Answer & Cross Petition

Now comes the said Cyrus Moore and for answer by way of cross petition herein says - on or about the 31st day of May 1880 Thomas Eakins who is as then the husband of the Defendant Nancy Clare executed & delivered to him a promissory note of which the following is a copy.

"Richwood, Ohio May 31st 1880

Four years after date I promise to pay to the order of Cyrus Moore the sum of one Hundred and Fifty three and $^{25}_{100}$ dollars with interest at 6 per. cent from date. Value recd.

This note is secured by mortgage — Thomas Eakins."

on or about said 31st day of May 1880 to secure the payment of said note the said Defendant Nancy Clare (who was then Nancy Eakins but has since been divorced from Thomas Eakins and is now the wife of the Defendant James Clare) and Thomas Eakins executed and delivered to said Cyrus Moore their mortgage deed upon the following described premises to-wit: Situate in the County of Union State of Ohio in the Township of Claiborne and being the East one fourth of Out Lot No. nine (9) in the Village of Richwood. For further reference see Recorded plat of said Village — The condition contained in said mortgage was in substance that if the said Thomas Eakins should pay or cause to be paid said note when the same became due, then said deed to be void otherwise to be in full force and virtue in law. On the 1st day of June 1880 at 7 o'clock A.M. said mortgage was filed in the Recorders office of Union County Ohio, and was by said Recorder entered of Record June 2nd 1880 in Volume 16 page 220 Records of Mortgages of said county and said mortgage is first and best lien on said premises and there is now due and owing upon said indebtedness the sum of $153.^{25} and interest thereon at six per cent from the 31st day of May 1880 wherefore said Cyrus Moore prays that said mortgage be foreclosed said premises be ordered to be sold and the proceeds applied first to the payment of his claim and for such other relief as in law & equity he may be entitled to.

S. S. Gardiner Atty for Cyrus Moore.

State of Ohio,
Union Co. ss.

Cyrus Moore being duly sworn says, the facts and allegations in the foregoing answer & cross petition are true as he verily believes — Cyrus Moore.

Sworn to and subscribed before me this 27th day of December 1884.
[Seal] J. L. Burgner. Clerk.

Afterward, on the 2nd day of March A.D. 1885 the following Entry was made on the Journal by the Clerk of the said Court.

Entry. Clara N. Lewellen
vs
No. 4545 Nancy Clare &
Jas. Clare & Cyrus Moore. } Court of Common Pleas. Union Co. Ohio.
Case No. 4545 Entry.

This day came Cyrus Moore by his Atty and the Defendants Nancy Clare & Jas. Clare being in default for answer and demurrer to the cross petition of the said Cyrus Moore. The Court find that the allegations of the said Answer and cross petition are confessed by them to be true and the court further find that Thomas Eakins executed the note set upon the said cross petition of the said Cyrus Moore and that the said Defendant Nancy Clare who was then Nancy Eakins & then the wife of said Thomas Eakins and the said Thos. Eakins to secure the payment of said note executed and delivered to the said Cyrus Moore the mortgage deed in the said cross Petition described and on the premises therein described and that the said premises are part of the same as described in the Petition of the plaintiff herein and that said mortgage was duly recorded in book 16 page 220 of the Records of mortgages of Union County Ohio and is the first & best lien on the premises described in said answer and cross petition of the said Cyrus Moore

The court further find that the condition of defeasance in said mortgage has been broken and that the said Cyrus Moore is thereby entitled to have the said Defs Nancy Clare and Jas. Clare's equity of redemption foreclosed. It is therefore considered and decreed that unless the said Def. Nancy Clare & Jas. Clare shall within two days from the entry of this decree pay or cause to be paid to the clerk of this Court the costs in this case and to the said Cyrus Moore the sum of $196.27 with interest at 6% from the first day of this term, being the amt. due upon said note and mortgage. the defts equity of redemption be foreclosed and said premises shall be sold. and an order of Sale shall issue therefor to the sheriff of Union County directing him to sell said premises as upon execution & bring the proceeds into this court for further order.

Attest. John L. Burgner. Clerk.
By Nellie Rowen, 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 with in 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. to-Heretofore: to-wit: on the 17th day of March A.D. 1884 the following Petition was filed with the Clerk of said Court. to-wit:

Isaac Stauffer. Plaintiff. } Petition.
vs } State of Ohio, Union County, ss.
O.B. Mather & Ed. Mather, Defendant. } To the Court of Common Pleas.

Petition.

Petition.

The said Isaac Stayler plaintiff says. That said defendant christian names in full are unknown to him but the names by which they are usually respectively known are O.B. Mather and Ed. Mather both residents of said county of Union. That during the year 1883 the said Plaintiff and said Ed. Mather were joint owners of a Stallion horse known as Black Prince which Stallion was stood for mares in said County of Union and a large amount of business done in that way.

That said Ed. Mathers had the immediate charge of said stallion while making the stand and kept a book containing the names of persons owning mares that were served by said horse. That the terms of serving were fifteen dollars for each mare served to be paid when the foal was able to stand and suck. The said several sums were placed in said book which was known as the horse book of Black Prince. That the expense of keeping said horse was to be born equally by said plaintiff and said Ed. Mather and each party was to have one half of the sum realized from said business.

The plaintiff says that he is not able to give the names of the owners of mares served by said horse, or the number thereof for the reasons herein stated but he says that he is informed and believes and therefore avers that the number of mares thus served was and is at least One Hundred and sixteen which at fifteen dollars each would creat quite a large fund in which both the plaintiff and the defendant are equally interested.

The plaintiff has fully paid his full share of the expense of keeping said horse and is entitled to the full equal one half of the money due and to become due for services aforesaid.

The plaintiff says that he and the said Ed. Mather are unable to agree upon a settlement of their affairs and that said Ed Mather without the knowledge or consent of the plaintiff and in violation of his rights has pretended to sell and has turned over said book and said account to said O.B. Mathers who claims to have purchased the same and who has notified parties interested not to pay the plaintiff any money for the services of said horse claiming in said notice to be the owner of said account.

That both said defendants are wholly insolvent and they ~~are~~ wholly insolvent ~~and they~~ are together to wrong and defraud the said plaintiff and wholly deprive him of his rights in said joint account. The plaintiff says that the said horse was put to mares in the early Spring of last year and that the time for mares to foal is now at hand and that if said O.B. Mather or said Ed Mather is permitted to collect said account the plaintiffs interest in the same will be lost and he will suffer great and irreparable injury and that said joint fund is now in danger of being lost and materially injured. That the defendant threaten to go on and collect said accounts and to deprive the plaintiff of the same and the refuse to allow the plaintiff to inspect said Book so as to learn the names of persons having bred mares to said horse. Wherefore this plaintiff prays that both said defendant may be enjoined from collecting any of said account and that a receiver may be appointed by the court to take charge

of said book and to collect said funds and that the affairs of the plaintiff and said Ed Mather may be adjusted and settled and the money arising from the services of said Ward and the proceeds of said Book and account may be properly divided and for all other and further relief as may be equitable and just.

Cameron and Woodburn. atty for Plff.

State of Ohio, Union County, ss. } Isaac Stanfer plaintiff being sworn says the facts stated and allegations made in his foregoing Petition are true.

Isaac Stanfer.

Sworn to before me and signed in my presence this 17th day of March 1884. [Seal] J. Z. Burgner, Clerk.

Order of Injunction

Injunction allowed as prayed for in the petition until otherwise ordered, by the Court of Common Pleas of Union County, Ohio, or a Judge of some Court of Competent authority on the plaintiff giving bond in the sum of Five Hundred Dollars, conditioned according to law, with sureties to the acceptance of the Clerk of the Court of Common Pleas of Union County Ohio. John B. Coats. Probate Judge.

Afterward, on the 17th day of March A.D. 1884 the following Summons was issued by the Clerk of the 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 O.B. Mather and Ed. Mather that they have been sued by Isaac Stanfer 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 Isaac Stanfer against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 17th day of March A.D. 1884

Witness my hand and the seal of said Court, this 17th day of March A.D. 1884.

[Seal] J. Z. Burgner, Clerk.

Endorsed In action for Injunction allowed.

Cameron & Woodburn Plff's Atty.

Sheriffs Return.

Said Writ returned and filed Mar. 28th A.D. 1884 endorsed as follows, to-wit,

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

Received this Writ March 17th A.D. 1884 at 2 o'clock P.M. and pursuant to its command, on the 2nd day of March A.D. 1884, I served the same by delivering to each of the within named Defendants a true copy of this writ with endorsements thereon. Service .45 - Mileage 4.00 Copy .40 Total 4.85 John Hohnsack, Sheriff U. Co. Ohio.

Afterward, on the 17 day of Mar. A.D. 1884 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Order of Injunction

Isaac Stafer. vs O.B. Mather & Ed. Mather } Order of Injunction. Before the Probate Judge. Union County. Ohio.

- Term, A.D. 1884. Motion for Temporary Injunction in the Court of Common Pleas. - County, Ohio.

And now, on this 17th day of March 1884 came the plaintiff by Cameron and 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, Isaac Stofer and the 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 defendants O.B. Mather and Ed. Mather from collecting any of said accounts in said petition mentioned or doing any thing whatever in the matter mentioned therein in the aforesaid Petition, 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 $200.00

John B. Coats, Probate Judge.

Afterward on the 17th day of March A.D. 1884 the following Undertaking was filed with the Clerk of said court, to-wit:

Undertaking

Isaac Stoufer, Plaintiff.
vs
O.B. Mather et al
Defendants.

Undertaking By Plaintiff For Injunction.
The State of Ohio, Union County, ss.
Court of Common Pleas

We bind ourselves to the said defendants O.B. Mather and Ed Mather in the sum of Five Hundred dollars, that the said plaintiff Isaac Stoufer shall pay to the said defendant the damages he may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted.

Marysville, O. Mar. 17th 1884. Isaac Stoufer
Winget Harraman.

This undertaking approved by me this 17th day of Mar. 1884
J.L. Burgner, Clerk of said Court.

Afterward, on the 19th day of April A.D. 1884 the following answer and cross Pet. was filed with the Clerk of said court, to-wit:

Answer & Cross Petition

Isaac Stofer Plff.
vs
O.B. Mather and Ed. Mather Defts.

Court of Com. Pleas. Union County. Ohio.
Answer.

Now comes the deft Ed. Mather and for his separate answer to the petition of the Plaintiff and by way of cross petition, That it is true that he and the plaintiff were equal partners in the stalion known by the name of Black Prince beginning on the 10th of June 1882. That they stood the said horse for mares during the seasons of 1882 & 1883

That each partner was to bear half the expense of keeping said horse and to share an equal amount of the profits = The accounts made by the services of the horse in 1882 has been settled but the accounts of 1883 have not been collected. This Deft. denies that the

Plff. was paid his share of the expense of keeping said horse. But there is due to him for feed for said horse Thirty one Dollars. This Dfft says there is due and unpaid on this book for the Service of mares during the season of 1883 probably $300. The horse served during 1883, in all 114 mares but under the terms of service probably only about 260 of said services are now due.

This defendant is and always has been ready and willing to settle said business with plaintiff. He collected nearly all the accounts of 1882 at considerable expenses of labor and time and other expenses, for which plaintiff refused to allow him anything in their settlement. The accounts for '83 being so large & likely to require much labor and expense in collecting, he deemed it to the interest of the firm to get them collected on such terms and transferred same to said O.B. Mather under an agreement by which said O.B. Mather is to collect same, so far as collectible, and pay over 70 per cent there of of said collections, as follows, 45 per cent on or before Sept 10th 1884 and 45% on or Jany 1st 1885. Said transfer and agreement were made and entered into by this defendant in good faith and for the best interest of the firm, and said arrangement is a profitable and advantageous one for said firm.

The said horse is worth and was estimated in said partnership at $700.00 and is now in the possession of the plaintiff, and should be accounted for by plaintiff in the settlement of the firm (partnership) business, as firm property at $900.00 and is part of the partnership property. This defendant denies each and every charge of wrong, fraud, or corruption or insolvency, contained in the petition of plaintiff, and says that he denies the charge that the plaintiff is in danger of losing his interest in the firm property or a part thereof, and says there is no need of any receiver or injunction in the case and denies each and every charge in the petition that is contradictory to the statement herein contained.

This defendant asks that plaintiff may be compelled to account with him touching the premises and ordered to pay over to this defendant any balance found in plaintiffs hands coming to this defendant: and asks that in the meantime the injunction allowed be dissolved by order of the court.

P.B. Dole & Son, Attys for Dfft.

State of Ohio, }
Union County ss. } Ed Mather being sworn says the facts stated and allegations contained in his foregoing pleading are as he believes true

E.B. Mather

Sworn and subscribed before me this 19th day of April 1884.

[Seal]

J.L. Burgner. Clerk.

Afterward, on the 21st day of April A.D. 1884, the following Reply was filed with the Clerk of said Court, to-wit:

Reply

Isaac Stonfer. }
vs } In Union County Court of Common Pleas.
O.B. Mather et als. }

Reply.

That plaintiff and said Ed Mather settled their accounts for the year 1882 and there was then due plaintiff on expense $3.50 and which sum is still due plaintiff. There is also due plaintiff for wheat

answer

Amended Answer.

for said horse two dollars. About the 8th day of November 1883 the entire interest of the defendant Ed Walters in said horse was levied upon in execution by a constable and sold to one Adam Dilsaver, and said Defendant has never since had any interest in said horse. This Plaintiff denies that there is anything due Defendant for keeping said horse and denies that he has or ever any interest in said horse and denies each and every allegation in said answer not herein admitted and the plaintiff prays as he has always prayed for the appointment of a Reciver.

Cameron & Woodburn attys for Plaintiff.

State of Ohio,
Union County ss.

Isaac Stoufer, plaintiff being first duly sworn says the facts and allegations made in his foregoing reply are true as he believes.

Isaac Stoufer

Sworn to before me and signed in my presence this 21st day of April 1884.

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

Afterward, on the 3rd day of June A.D. 1884 the following Answer was filed with the Clerk of said Court, to-wit:

Answer

Isaac Stofer
vs
Ed. Walter & O. B. Mather

Com. Pleas Union County.

Now comes O. B. Mather, one of Defendants in this case for Answer & says that he has delivered up to Edward Mather Defendant all the accounts and claims lately in his hands for the late firm of Mather & Mather that he has now no interest intent = this case and asks to be hence dismissed with his costs.

O. B. Mather.

Afterward, on the 4th day of June A.D. 1884 the following Amended Answer was filed with the Clerk of said Court, to-wit:

Amended Answer.

Isaac Stauffer, Plff.
vs
O. P. Walter & Ed Walter Defts.

Common Pleas Union County, O.
Amended Answer.

Now comes the said Ed Walter and for his amended separate answer herein says: He denys each and every allegation in the petition contained and not hereafter admitted.

It is true that he and the plaintiff were equal partners in the stallion known by the name of Black Bruce beginning on the 10th of June 1882. That they stood the said horse for mares during the seasons of 1882 & 1883. That each partner was to bear ½ the expense of keeping said horse and to share an equal amount of the profits.

The accounts made by the services of the horse in 1882 have been settled. That the accounts of 1883 have not been collected.

He denies that Plff. has paid his share of the expenses of keeping said horse. but there is due him Defendant for feed for said horse thirty one dollars. This defendant says there is due and unpaid on the books for the services of mares during the season of 1883 probably $300. 119 mares were served by the horse in 1883 for which the pay is partly & will come due along during the summer, for all which

do not fail to be with foal and probably one half will fail, leaving about $100. good. This defendant has always been & is ready to settle said business with plaintiff. (He collected nearly all the accounts for 1882 at considerable expense labor & time, for which plaintiff refused to allow him anything in their settlement, and therefore the accounts of 1883 being much larger and likely to require much time and labor to collect he transferred the same to O.B. Matter under an agreement by which said Matter was to collect them as far as collectible, for ten per cent.

Said arrangement was entered into by him & said O.B. Matters in good faith, and deemed by him to the best interests of the firm, and was a profitable arrangement for the firm. But has been rescinded & the accounts returned to him by mutual consent) Said horse is worth & was estimated in said firm at $900. and is partnership property of said firm in the possession of the plaintiff, and should be accounted for by plaintiff in the settlement of said partnership business as partnership property, at $900.00 Further answering by way of cross petition he says: That in the Fall of 1883 one Henry Dilsaver had a judgment on the Docket of a J. P. of said county against him and one Adam Dilsaver on a note and that said Adam Dilsaver was security for this defendant (and had so become at his own suggestion, professing to be friendly to this defendant and procuring the loan for which the note was given at the same time assuring this defendant that he would see that it was not pressed for collection. That after executing said note he and said Adam Dilsaver fell out and said Adam urged up the collection of said claim) and caused an execution to be issued thereon, and maliciously contriving to injure this defendant and conspiring with the plaintiff, directed & caused the constable having said writ to levy the same on said horse (well knowing the same to be partnership property, and causing said constable to refuse to levy on individual property of this defendant to pay said judgment. (This defendant was at the date of said levy sick with a fever, confined to the house and unable to attend to any business, and so remained for several weeks thereafter). yet this defendant when the constable was about to make said levy offered to turn out other property and forbid the levy on this partnership horse, and pointed out individual property sufficient to far more than satisfy said judgment and costs, to be levied upon which said constable refused saying he was ordered by said Dilsaver to levy on said stallion as that would make the most trouble and that he would do it.) Said levy was not legally made, said horse was running in a field and was not touched by the constable, and was left there, but advertised for sale under said alleged levy: and there remained until the day of sale (a gray horse the individual property of this defendant was also levied on at the same time under said writ and was of ample value to satisfy the same) At the time of said levy there had been no settlement or ascertainment of the value of this defendants interest in said horse or that it was of any value, and the public had no knowledge or means of knowing the same, and no means of such knowledge were afforded to the public and consequently no one offered to bid on said proper-

ty, but the said Adam Dilsaver, who appeared and the same was knocked off to him at the amount due on said Writ he being the only bidder. (At the day of said sale this defendant suggested to the constable to offer said gray horse for sale but said constable refused and said horse was never offered.) This defendant also demanded the exemptions allowed by law before said sale but the same were by said officer refused. Under the law he was entitled to exempt his interest in said horse, being then engaged in the business of Agriculture and the head of a family resident of said County. At the time of said alleged levy one Willard Langstaff had a chattel mortgage on said horse for the purchase price thereof given by this defendant. After said levy and before said sale the plaintiff was informed of all the above facts, and was well aware thereof before said sale.

But contriving to cheat and wrong this defendant advised him to let Langstaff look after it, and take the horse under his mortgage.) afterwards still seeking to make a dishonest speculation by taking advantage of the embarrassments and sickness of this defendant his partner and of said illegal proceedings and conspiring with said Adam Dilsaver to that end) by arrangement with said Dilsaver to pay him said Dilsaver the amount of his (said Adam Dilsavers claim) the plaintiff obtained possession of said horse and has ever since held him and appropriated him to his own use in violation of the right of this defendant and his duties as a partner, The said levy and sale were wholly illegal and void.

The amount of said judgment was only about $83 and the said sum was grossly inadequate as a consideration for this defendants interest in said horse.

The said Adam Dilsaver illegally held and sold said horse to plaintiff by virtue of said illegal constables sale to him. The said firm was entitled to have said horse returned to it without charge after said alleged sale to enable it to clear up its business + the failure was injurious to said partnership.

The return thereof to said Plaintiff should be regarded as a return to the firm, and can only be so regarded in law or equity.

The plaintiff has not paid anything in excess of said Dilsavers claim against this defendant for the return of said horse and is not liable to pay any excess thereof in that account. This defendant has repeatedly offered to settle said partnership and business with plff. by allowing him the full amount paid by him to recover said horse and a liberal bonus therefor.

But plaintiff wholly refuses to settle on that basis. This defendant says the amounts of said claim is ascertained, and he is willing and ready to allow the same to plaintiff or to pay the same in order that said horse may be properly accounted for.

And that the refusal of plaintiff is the only obstacle to an amicable + just settlement of said partnership business.

He therefore prays that Plff. may be compelled to account with him touching the premises, and ordered to pay over to the defendant any balance found in plaintiffs hands coming to this defendant. That the injunction may be dissolved.

He says the appointment and settlement of said business by a receiver would be unnecessary and expensive and that he is willing to settle without such appointment, and he therefore asks that Plffs prayer be denied - and the injunction granted may be dissolved.

P.B. Cole & Son. Atty for Defendt.

State of Ohio, Union County, ss. } Ed Mather being sworn says the facts stated & allegations in foregoing pleading are as he believes true.

Ed. Mather.

Sworn to and subscribed before me this 15th day of May 1884. [Seal]

J.L. Burgner. Clerk.

Entry.

Afterward, on the 4th day of June A.D. 1884 the following Entry was made on the Journal by the Clerk of said Court, to wit:

Isaac Stafer Plff. vs Mather, Mather Defts. } On motion O.B. Mather one of the Defendants has leave to file his Answer in this case and the same was filed -. Also on motion Ed. Mather an other Defendant has leave to file an amended Answer herein and the same is filed.

Application.

Afterward, on the 26th day of June A.D. 1884 the following application for appointment of receiver was filed with the Clerk of said Court, to-wit:

Isaac Stouffer Plff. Against O.B. Walter et al. Defendants } Union County, Probate Court, Application for appointment of receiver. June 26th A.D. 1884

On application of Isaac Stouffer, Plaintiff for the appointment of a receiver, herein, and it being made to appear that there is no Judge of the Supreme Court or Court of Common Pleas present in the County, the parties being present and by counsel, thereupon said action came on to be heard. Whereupon, by agreement of the parties plaintiff, and defendant herein, B.L. Talmage was appointed to take possession of the books and accounts, the subject of the action and proceed to collect and pay out the same as per written agreement, signed by the parties to this action and filed herein.

John B. Coats, Probate Judge.

The State of Ohio, Union County, ss. } I John B. Coats, Probate Judge in and for the County of Union in the State of Ohio, hereby certify that the above is a true copy of the Entry shade of the proceedings before me in the above entitled action. Witness my hand and the seal of said Court this 26th day of June A.D. 1884. [Seal]

John B. Coats Probate Judge.

Reply.

Afterward, on the 4th day of March A.D. 1885 - the following Reply - was filed with the Clerk of said Court, to wit:

Isaac Stouffer. Plff. O.B. Mathers & Ed Mathers Defts. } In Union County Court of Common Pleas Reply.

The plaintiff for reply to the answer of the defendant Ed Mathers says " That the Stallion in controversy was formerly owned by Lester Olivee and Millard Longstaff and that about the Spring of 1881 - The plaintiff bought the half interest of Lester Olivee and then the plaintiff and said Longstaff jointly owned said horse and he was placed in the hands of said Ed. Mathers to keep and put upon the stand. That while he had the possession of said horse said Ed Mathez without the knowledge or consent of this plaintiff bought the said Longstaff his half interest and from that time on until the levy and sale by said constable owned one half interest - said plaintiff & said mather never formed any partnership and were not partners in regard to same stallion but each owned his individual half interest in said horse. That when the half interest of said Mather in said horse was levied upon it was for the individual debt of said Mather which he well knew and well knew said levy was made and suffered said horse to be advertised and sold and taken from his possession and if any irregularities occurred in said levy or sale the defendant waived the same by demanding an exemption and not objecting to said sale at the time.

This defendant denies that he in any manner conspired with said Dilsaver to procure said levy or sale of said horse and denies each and every charge in the defendants amended answer alleging conspiracy or fraud on the part of the plaintiff in regard to said levy or sale. This plaintiff says that he did not learn of the proceeding to levy upon said Mathers interest in said horse until after the same was made.

That after said Mather's interest was sold this plaintiff found the horse at Dilsavers in a very bad condition and having a half interest in him took the horse away and about a month after bought said Dilsaver's interest and he denies that the said Mathers has now any interest whatever in said horse.

This plaintiff says that he denies that said Mather was sick as alleged but says he was able to do business and did do business during the time said horse was being advertised and sold.

That said horse is now about 18 years old and that he is getting to old to be of much value as a foal getter and that when the said Mather suffered him to be sold and taken away from his possession he was out of condition and of little value.

This plaintiff denies each and every allegation in said amended Answer not herein admitted. This plaintiff says that upon the settlement of the business for 1882 there was and still is due to this plaintiff on expense $3.50 and also two Dollars for wheat furnished to said horse. Wherefore this plaintiff prays as he has already prayed in his petition and for all proper relief.

Cameron & Woodburn Atty's for Plaintiff.

State of Ohio, }
Union County, ss. } Isaac Stouffer being first duly sworn deposes & says that the fact stated and allegations made in his foregoing reply are as he believes true.

Isaac Stouffer

{ Seal } Sworn to before me and signed in my presence this 4th day of March 1885.

J. D. Burgner, Clerk.

Afterward, on the 3rd day of June A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Isaac Stofer
vs
O. B. Walker et al.
} Entry

Entry
4488

This cause coming on for hearing, was submitted to the Court on the pleadings and evidence: on consideration whereof the Court find the equity of the case is with defendant Ed. Walker and that plaintiff should account to him for one half of the Stallion horse Black Prince subject to a credit of $10.00 paid Dilsaver: and the Court from the evidence find that the value of said horse on Nov. 30th 1883 was $450.00 and of defendants half interest $225.00 and deducting said credit of $10.00 the balance due said Ed. Walker on account of said half interest in the horse is $135.00 with interest thereon from Nov. 30th 1883. And the Court further find that by mutual agreement of the plaintiff and defendant the accounts for the services of said horse have been placed in the hands of B. L. Talmage for collection and division between them, all but $100.00 which he is to reserve to meet the costs and expenses of collection and of this case, and the Court find from the evidence that there is $8.75 due Deft. as a further balance out of said fund in the hands of said Talmage. It is therefore ordered, adjudged and decreed by the Court that the funds in the hands of B. L. Talmage be disposed of as follows:— 1st. To the further fees and expenses of said Talmage $— 2nd The costs in this case. 3rd (If sufficient remain) $8.75 balance found due to defendant from funds in the hands of said Talmage. It is further ordered adjudged and decreed that any balance in the hands of Talmage after making the foregoing payments to be divided equally between plaintiff and Ed. Walker and that the plaintiff pay to Ed Walker defendant within ten days from the entry here of said sum of $135.00 and interest found due him, viz. $147.75 and in default of such payment that execution issue therefore as upon judgement at law.

Thereupon plaintiff moved the Court for a new trial which was overruled by the Court and to which plaintiff excepted and the plaintiff gave notice of his intention to appeal to the Circuit Court, and the Court fixed the bond for appeal at $300.00

Attest. John L. Burgmer, Clerk.
By Nellie Rowey, 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 said County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit, on the 10th day of Oct. A.D. 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Court of Common Pleas. Union County, Ohio.
Bank of Richwood vs Jacob Schurch & Elizabeth Schurch, his wife.

Petition

Petition

Petition.

Plaintiffs are a company of persons formed for the purpose of carrying on the business of private Banking in the State of Ohio- under the name and style of Bank of Richwood and are not incorporated.

First cause of action.- On or about the 22" day of December 1880 the Defendant Jacob Schurch executed and delivered to John Moore or bearer his three promissory notes among others copies of which are hereto attached marked "A" "B" "C" together with all credits and indorsements thereon. All of which were duly transfered and assigned for a valuable consideration to said plaintiffs who are now the legal owners and holders there of.

There is due Plaintiffs on said note marked "A." the sum of $97.15 with 6 per. cent interest thereon from the 8" day of January 1883 and on said note marked "B" the sum of $155.00 with 6 per cent. interest thereon from the 1" day of January 1881 and on said noted marked "C" the sum of $155.00 with 6 per. cent. interest thereon from the 1" day of January 1881 no part of which has been paid.

Second Cause of Action. On or about the said 22" day of December 1880 to secure the payment of said notes- said Defendants Jacob Schurch and Elizabeth Schurch his wife executed and delivered to said John Moore their mortgage deed conveying the following described premises situated in Virginia Military Survey No 9979 in Jackson Township, Union County, Ohio. Beginning at the S. E. corner of said Survey- Thence with the East line of said Survey N 9¼° W. 95 20/100 poles to a stake S. E corner of Hylas Moores land recently purchased of John Moore- Thence with the said Moores land South line S. 80 3/4° W. 35 08/100 poles to a stake- Thence S. 9¼° E 95 80/100 poles to the centre of the road to a stake thence N. 80 3/4° E. 35 08/100 poles to the place of beginning, containing 21 acres of land.

Said mortgage was conditioned that if the said Defendants should pay or cause to be paid said notes giving for the purchase money of said premises when the same became due according to the terms thereof then said mortgage to become null and void & otherwise to be and remain in full force and virtue in law forever.

On the 7" day of January 1881 at 11 o'clock A. M. said Mortgage was duly filed in the Office of the Recorder of Union County, Ohio, for record and was by him recorded on the 18" day of January 1881 in volume 18 page 12 of Union County records of mortgages — said notes & mortgages were given for the purchase money of said premises. said Elizabeth Schurch, wife of said Jacob Schurch released her right of dower therein and the same is the first and best lien upon said premises - and said deed has become absolute and plaintiffs are entitled to have Defendants equity of redemption foreclosed.

Plaintiffs therefore pray Judgement against said Defendant Jacob Schurch on said note marked "A" for $97 15" and 6 per. cent interest thereon from Jan 8" 1883 and on said notes marked "B" & "C" in the sum of $310.00 with 6 per cent interest thereon from January 1" 1881.

That said mortgage be foreclosed said premises be ordered to be sold and the proceeds applied to the payment of said claim and for all proper relief S. S. Gardiner. Atty. for Plaintiffs.

State of Ohio,
Union County ss. B. L. Talmage being duly sworn says, he is casier of the Bank of Richwood the above named Plaintiffs and a member of said firm. That the facts and allegations in the foregoing Petition are true as he verily believes. B. L Talmage. Cashier

Sworn to and subscribed before me this 10th day of October 1885.
[Seal] W. J. Rucker. Notary Public.

$155.00/100 "A" December 22nd 1880

January 1st A.D. 1883 after date, I promise to pay to the order of John Moore & bearer, one hundred and Fifty Five Dollars, at with 6 per cent interest from Jan 1st A.D. 1881.

Value received. Jacob Schurch.

Endorsed: "Interest paid to Jan 1st 1883 Fifty Eight dollars paid Jany 8th 1883."

"B"

$155.00 December 22nd 1880

January 1st A.D. 1884 after date, I promise to pay to the order of John Moore or bearer One Hundred & fifty five Dollars. at with 6 pr. ct. interest from January 1st A.D. 1881

Value received. Jacob Schurch.

"C"

" $155.00/100 December 22nd 1880

January 1st A.D. 1885 after date, I promise to pay to the order of John Moore or bearer One hundred and fifty five Dollars At with 6 pr. ct interest from January 1st A.D. 1881

" Value received. Jacob Schurch. "

Bank of Richwood
vs
Jacob Schurch et al.
} Common Pleas Court, Union County, Ohio

Praecipe. To Clerk: Issue summons upon the Petition in above case for Defendants to sheriff of Union Co. returnable according to law. Amount claimed $97.18 and 6% interest thereon from Jan 8th 1883 and $7.310 cts and 6 per cent interest thereon from Jan 1st 1881 and foreclosure of mortgage
S. S. Gardiner for Pltff.

Afterward, on the 10th day of Oct. A.D. 1885 the following Summons was issued by the Clerk of said Court which reads as follows: viz:

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

We command you to notify Jacob Schurch and Elizabeth Schurch his wife that they have been sued by Bank of Richwood in the Court of Common Pleas, of Union County, and that unless they answer by the 7th day of November A.D. 1885 the petition of said Bank of Richwood against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 19th day of October A.D. 1885. Witness my hand and the seal of said Court, this 10th day of Oct. A.D. 1885.

[Seal] J. L. Burgner. Clerk.

Sheriffs Return.

Entry. 4933

Endorsed: In action for Foreclosure of Mortgage Amount claimed $97.15 and 6% int. thereon from Jan 8th 1883 and $3.10 cts and 6% int thereon from Jan 1st 1884
S. S. Gardiner. Plaintiffs Attorney.

Sheriffs Return.

The State of Ohio, Union County, ss: Said Writ returned & filed Oct 16 1885 endorsed as follows:
Sheriffs Return.
Received this Writ Oct 10th A.D. 1885, at 2 o'clock P.M. and pursuant to its command, on the 15th day of October A.D. 1885, I served the same by leaving a true copy of this summons with endorsements thereon at the usual place of residence of the within named defendant Jacob Schurch & by handing a true copy of this summons with endorsements thereon to the within named defendant Elizabeth Schurch. Service .75 Mileage 3.84 Copy .40 Total $4.69
M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

Afterward, on the 10th day of Nov A.D. 1885 the following Entry was made on the Journal by the Clerk of the said Court, to wit:

Bank of Richwood
vs
Jacob Schurch et als.

Entry.

4933

Entry.

This cause now coming on for hearing on the Petition and the evidence the Court find that the Defendants Jacob Schurch and Elizabeth Schurch his wife have been duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the Petition are thereby confessed by them to be true - and that there is due the plaintiff from the Defendant Jacob Schurch on the promissory notes set forth in the Petition with interest to the date of this Decree the sum of $513.22 the Court further find that in order to secure the payment of said notes the Defendants Jacob Schurch and Elizabeth Schurch his wife executed and delivered to said John Moore their certain mortgage as in the petition described and on the Premises therein described that said mortgage was duly recorded in Book No 18 Page 12 of the records of mortgages of Union county Ohio and is the first and best and a valid lien on the premises described in said Petition and that the conditions in said mortgage have been broken and that the plaintiffs herein are the legal owners and holders of said notes and mortgage and entitled to have said mortgage foreclosed. It is therefore considered by the court that the plaintiffs recover from the Defendant Jacob Schurch the said sum of $513.22 and their costs herein expended and it is further adjudged and decreed that unless the Defendant Jacob Schurch shall within five days from the entry of this decree pay or cause to be paid to the clerk of this Court the costs of this case and to the Plaintiffs herein the sum so found due as aforesaid with interest from the date of this decree the Defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 said County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit; on the 14th day of Dec. A.D. 1885 the following petition was filed with the Clerk of said Court - to-wit:

Petition.

No. 4984

Amanda J. Kightlinger & Ashly Kightlinger her husband, Plaintiffs
against
B. C. Bales and Willey E. Kightlinger, Defendants.

Court Common Pleas. Union County, Ohio. Petition.

Plaintiffs say that said defendant Willey E. Kightlinger is the son and only child of said Amanda J. Kightlinger and is aged 19 years.

They say that on the 19th day of September 1882 said Ashly Kightlinger was the owner in fee simple of the following described real estate in the village of Marysville, Union County, Ohio: "One half acre in the South west corner of Out lot No. 4 in Mattriott's Addition to said village of Marysville being the same lot bought by James E. Harriott at the sale made in 1851 by Mattriott's Administrator; said land extends 5 rods Easterly and 16 rods northerly from said Out Lot No. 4 being the property owned by J. S. Baldwin and Hayes Speakman" and that on said 19th day of Sept 1882 said plaintiffs conveyed said land by deed by general warranty to said B. C. Bales defendant: That in fact said land was conveyed to said Bales in trust to be conveyed to said Amanda J. Kightlinger and that on the same day said Bales did convey said land to said Amanda J. Kightlinger by deed recorded in Vol. 56 page 124 of the deed records of Union County, Ohio.

In said deed from defendant Bales to said Amanda J. Kightlinger is written the following claim:

"The said Amanda J. Kightlinger is to use occupy and control said premises as long as she lives and at her death the same is then to pass to her legal heirs." Plaintiffs say that it was the intention of all parties to said deed, both grantor and grantee, to convey to and vest in said Amanda J. Kightlinger an estate in fee simple in said land which she could sell mortgage or otherwise dispose of absolutely and that they did not know the legal effect of said claim in the deed was to vest in her an estate less than fee simple until after it was executed, delivered and recorded.

Said plaintiffs believing the title of said Amanda J. Kightlinger was complete have placed improvements upon said property to the value of $1500 since Sept 19th 1882. Wherefore plaintiffs asks that a guardian ad litem may be appointed for said Willey E. Kightlinger and that the title to said land be quieted in said Amanda J. Kightlinger and her interest therein be decreed a full and complete estate in fee simple and for such other and further relief as law and equity may require.

Edward E. Cole Atty for Pffs.

State of Ohio,
Union County, ss. Amanda J. Kightlinger and Ashly Kightlinger

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Application for appointment of guardian. …cation …
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being first duly sworn say the facts stated and allegations in the foregoing petition are as- believe true. Ashley Kightlinger.
Amanda J. Kightlinger
Sworn to and subscribed in my presence this 14th day of December 1885 Augustus H. Kollgrath, Notary Public. [Seal]

Afterward, on the 14th day of Dec. A.D. 1885- the following Summons was issued by the Clerk of said Court. to-wit:

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

We command you to notify B.C. Bales and Willey E. Kightlinger that they have been sued by Ahlanda J. Kightlinger and Ashley Kightlinger in the Court of Common Pleas of Union County, and that unless they answer by the 16th day of Jan. A.D. 1886 the petition of said plaintiffs against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 28th day of Dec. A.D. 1885. Witness my hand and the seal of said Court, this 14th day of Dec. A.D. 1885.

[Seal] J. L. Burgner Clerk.

Endorsed. In action for Equitable relief.
E. E. Cole. Plaintiff's Atty.

Said Writ returned and filed Dec. 22 A.D. 1885 endorsed as follows, to-wit:

Waiver of Summons. I hereby acknowledge service of the within summons this 17th day of December 1885 and enter my appearance in said action.
B. C. Bales.
Willey E. Kightlinger.

Answer. Afterward, on the 21st day of Dec. A.D. 1885- the following Answer of B.C. Bates was filed with the Clerk of said Court. to-wit:

Court Common Pleas
Union County Ohio.
Answer of B.C. Bales.

Amanda J. Kightlinger and Ashley Kightlinger her husband, plaintiffs
Against
B.C. Bates and Willey E. Kightlinger, defendants.

B.C. Bales defendant says he admits the allegations of the petition to be true. Edward E. Cole Atty for defendant.

State of Ohio,
Union County, ss: B.C. Bales defendant being first duly sworn says the facts stated and allegations in his answer are as he believes true.
B.C. Bales.
Sworn to and subscribed before me this 17th day of December 1885: H. Dague N.P.
[Seal]

Application for appointment of guardian. Afterward, on the 21st day of Dec. A.D. 1885- the following application for appointment of guardian was filed with the Clerk of said Court, to-wit.

Court of Common Pleas,
Union County, Ohio.

Amanda J. Kightlinger & Ashley Kightlinger her husband,
Against
B.C. Bales & Willey E. Kightlinger, defendants

The said Willey E. Kightlinger defendant now comes and says that he is an infant under the age of twenty one years and over the age of fourteen years and that summons has been duly served on him in this action and that he hereby enters his appearance and asks the court to appoint a guardian ad litem to make his defense herein.

Willey E. Kightlinger

Afterward, on the 22nd day A. D. 1885 the following Entry was made on the Journal by the Clerk of the said Court, to-wit.

Amanda J. Kightlinger & Ashley Kightlinger, plffs.

Entry. vs Entry.

B. C. Bales & Willey E. Kightlinger, defts.

Now comes Willey E. Kightlinger who is a minor over the age of fourteen years and having been served with process herein makes application for a guardian ad litem and thereupon it is ordered that J. M. Kennedy be and he hereby is appointed guardian for the suit for said minor defendant. And now comes the said J. M. Kennedy and in open court accepts said appointment.

Afterward on the 22nd day of Dec. A. D. 1885 the following Answer of Guardian ad. litem was filed with Clerk of said Court, to-wit:

Amanda J. Kightlinger & Ashley Kightlinger her husband, plffs.

Answer. vs Court Common Pleas.

B. C. Bales & Willey E. Kightlinger defts. Union County, Ohio.

Answer of Def. ad. litem of Willey E. Kightlinger.

Willey E. Kightlinger minor defendant by J. M. Kennedy his guardian ad litem enters his appearance herein and for answer to the petition denies all the allegations therein contained and says that he is of tender years and asks the court to protect his rights and to grant such relief as is proper. Petition.

J. M. Kennedy Atty for Infant Def.

Afterward, on the 22nd day of Dec. A. D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit.

Amanda J. Kightlinger and
Ashley Kightlinger her husband Plff.. Entry.

Entry. vs

B. C. Bales & Willey E. Kightlinger, defts.

This cause came on this day to be heard was submitted to the court upon the petition of Amanda J. and Ashley Kightlinger and the seperate answers of B. C. Bales and Willey E. Kightlinger by his guardian ad litem J. M. Kennedy and the evidence and on consideration thereof the court find that it was the intention of the parties to the deed referred to in the petition to convey to said Amanda J. Kightlinger a fee simple estate in the land described and that the limitation of the inheritance contained in said deed as follows: "The said Amanda J. Kightlinger is to use occupy and control said premises so long as she lives and at her death the same is then to pass to her legal heirs" was inserted with out knowledge as to its legal effects

and was a mistake and that the said Amanda J. Kightlinger is entitled to the relief asked for in the petition.

It is therefore ordered adjudged and decreed that the title and possession of said Amanda J. Kightlinger to all and singular the premises in the petition described, to-wit: "One half acre in the south west corner of Out lot No. 4 in Mathiotts Addition to said village of Marysville the same lot bought by James E. Mathiott at the sale made in 1857 by Mathiotts Administrator said land extends 5 rods easterly and 16 rods northerly from said out lot No 4 being the property owned by F. S. Baldwin and Hayes Speakman" be quieted as against the defendants and all persons claiming under them or any of them and that her estate therein be decreed a full and complete estate in fee simple and the costs of suit paid by plaintiff.

attest. John L. Burgner. Clerk.
By Nellie Roney. 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 said county of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 22 day of February in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to wit on the 2" day of May A. D. 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Petition.

Cornelia Taylor Plaintiff
Against
Robert B. Smith, Margaret Smith. The Union Central Life Insurance Company, & The Enterprise Building and Loan Association. Defendants.

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

The plaintiff says = That on the 1st day of July 1879 the defendant Robert B. Smith made and delivered to plaintiff his promissory note of that date and thereby promised to pay to the plaintiff or order Three hundred Dollars in one year thereafter @ 8% of interest per annum payable annually. (a copy of said note with all the credits is hereto attached marked exhibit "A.")

2nd. The defendants Robert B. Smith and Margaret Smith, his wife, on said 1" day of July A. D. 1885 to receive the payment of said note executed and delivered to the plaintiff their mortgage deed any thereby conveyed to the plaintiff her heirs and assigns the following lands and tenements situate in said county of Union and State of Ohio being a part of U. M. Survey No. 5506 and bounded and described as follows: Beginning at a stone in the South line of said Survey No 5506 and South west corner to Moses Sairds land: thence with the west line of said Sairds land (being also the center of the Jeeper and Kinkade road) N. 8° W 164 Poles to a stone (witness a Hickory, Beech & Ironwood trees) in said line and South east corner of Elizabeth D. Lee's land: thence with the South line of said Elizabeth Lee's land S. 82° W 80½ Poles to a stake: thence S. 8° E. 164 Poles to a stake in the South line of said Survey No 5506:

Thence with said line N.82° E.80½ Poles to the place of beginning containing Eighty-two and one half (82½) Acres of land more or less.

The conditions contained in said mortgage deed was in substance that if said Robert B. Smith should well and truly pay said promissory note and the interest thereon according to the tenor thereof when due then these presents should be void otherwise to brand remain in full force and virtue in law.

3rd. On the 31st day of July 1879 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 the same day in Vol. 16 Page 75 of Records of Mortgages for said county.

4th. The defendants The Union Central Life Insurance Company and The Enterprise Building and Loan Association each have a mortgage on said premises also - as to the amount due each of said defendants respectively the plaintiff is not fully advised and asks that they each be made parties defendant hereto and required to answer and set forth the nature of their respective claims and the amounts due thereon &c

5th The said deed has become absolute. There is now due & remaining unpaid upon said indebtedness the sum of Three Hundred and Seventy-two Dollars with interest @ 6% on $24 from July 1st 1882 - Int @ 6% on $24.00 from July 1 1883 Int @ 6% on $24.00 from July 1st 1884 and Int at 8% on $300 from July 1 1884.

6th. The plaintiff therefore asks judgment against said Robert B. Smith for said sum of Three hundred and seventy two Dollars with 6% int on $24.00 from July 1 1882, and 6% int on $24.00 from July 1st 1883 and 6% int on $24. from July 1st 1884 and 8% int on $300 from July 1st 1884: and that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said debt and for all proper relief.

A. J. Carpenter atty for Plff.

The State of Ohio, Union County, ss. } A. J. 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 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 2nd day of May 1885.

[Seal] J. L. Burgner Clerk.

Exhibit "A"

$300.00 Pharisburg, Marion County, Ohio, July 1st 1879

On or before the first day of July 1880 for value received we or either of us promise to pay to Cornelia Taylor or order Three Hundred Dollars with eight per. cent interest payable annually"

"Robert B. Smith"

Credits -

"July 1st 1880 - Recd. int on the within note to this date."

Waiver of Summons

Waiver of Summons

Answer.

Entry.

No. 4820

July

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July 1st 1881 Received interest on the within note up to this date."

Waiver of Summons

We hereby waive the issuing and service of process and enter our appearance in this case. Enterprise Building & Loan Association. By L. Piper. Secretary. Union Central Life Ins. Co. By Robinson & Piper, Its Attys.

Afterward, on the 2nd day of May A.D. 1885 the following Waiver of Summons was filed with the Clerk of said Court, to-wit:

Waiver of Summons

Cornelia A. Taylor vs Robert B. Smith & Margaret Smith et als. } Court of Common Pleas, Union County, Ohio.

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.

Margaret Smith

Afterward, on the 19th day of May A.D. 1885 the following Answer was filed with the Clerk of said Court, to-wit:

answer.

Cornelia Taylor, Plaintiff. vs Robert B. Smith, Margaret Smith, The Union Central Life Insurance Company & the Enterprise Building and Loan association. Defendants. } Union County Court of Common Pleas.

Answer of Robert B. Smith.

Now comes Robert B. Smith and for his separate answer to the plaintiffs petition says that at the time of the Execution of said note and Mortgage the plaintiff retained out of the money that should have been paid him, Six Dollars being the excess of 8% interest on said sum of $300.00 the same being usurious.

Plaintiff further says that at each and every payment of interest to-wit, July 1st 1880 July 1st 1881 and also in July 1882 and in November 1883 he paid said plaintiff six Dollars the same being in excess of the rate of 8% as charged in said note, and all of said payments being usurious and unlawful.

Defendant Robert B. Smith therefore prays that all amounts of interest paid as charged on said note and mortgage in excess of six per cent. per annum be declared usurious and that whatever sum the Court finds the same to be may be applied to and accredited as a payment on the principal of said note and for all proper relief.

J. M. Kennedy Atty for Dft.

State of Ohio, Union County, ss. } Robert B. Smith being first duly sworn says the facts and allegations of the foregoing answer are as he believes true.

Robert B. Smith.

Sworn to and subscribed by the said Robert B Smith before me this the 18th day of May A.D. 1885

{Seal} A. H. Kollefrath. Notary Public.

Entry.

No. 4820

Afterward, on the 6th day of June A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Cornelia A. Taylor vs Robert B. Smith et als.

This cause came on for hearing on the petition the answer of Robert B. Smith and the evidence all the other defendants 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 plaintiffs petition as alleged, and that after deducting the usury there is still due from the defendant Robert B Smith to the plaintiff on the note and mortgage in said petition described, including interest computed @ 6% up to June 9" 1885 the sum of Three Hundred & Thirty seven and 65/100 Dollars.

It is therefore considered by the court here that said plaintiff recover of the said defendant Robert B. Smith the said sum of Three Hundred & Thirty-seven & 65/100 Dollars with 6% int from June 9" 1885 the sum so found due as aforesaid and also his costs taxed to $-. And it is further ordered and adjudged that in case the defendant Robert B Smith fails for three days from this 9th day of June 1885 to pay to said plaintiff the said sum of Three Hundred and Thirty seven & 65/100 Dollars, with 6% int. from this 9th day of June, so as aforesaid found due, with costs of suit, an order issue to the sheriff of said county commanding him to cause the said lands and tenements in said petition described to be appraised, advertised and sold according to law and apply the proceeds of said sale in satisfaction of the said sum so found due in the order of plaintiffs priority with the liens of the several parties hereto, with costs of suit.

Answer.

Afterward, on the 17th day of June A.D. 1885 the following answer was filed with the clerk of the said court, to-wit:

Court of Common Pleas, Union County Ohio. Answer & Cross Petition of Union Central Life Insurance Company.

Cornelia A. Taylor Plaintiff
vs
Robert B. Smith & others, Defendants.

And now comes the Union Central Life Insurance Company of Cincinnati, Ohio, and by leave of the court first had, files its answer to the petition of the plaintiff by way of Cross Petition and says:

It is an association duly incorporated under the laws of the State of Ohio and doing a life Insurance business under the authority by such charter granted: with its principal office at Cincinnati in said State. That on the 19th day of August A.D. 1875 the defendants Robert B. Smith and Margaret Smith made and delivered to the defendant The Union Central Life Insurance Company their promissory note of that date and of which the following is a copy.

" $1600 00 Marysville, O. August 19th 1875.

Five years after date we promise to pay to the order of the Union Central Life Insurance Company Sixteen hundred Dollars with interest at the rate of Eight per cent. per annum from date until paid. Payable semi annually for value received.

(Signed) Robert B. Smith.
Margaret Smith."

"Feb 1st 1885 Paid on interest on said note fifteen Dollars $15-00"

The defendants Robert B. Smith and Margaret Smith

on the 19th day of August A.D.1875 to secure the payment of said note executed and delivered to this defendant, The Union Central Life Insurance Company their mortgage deed and thereby conveyed to this defendant, the said Union Central Life Insurance Company and its assigns, the following lands and tenements situate in said County of Union and State of Ohio in Leesburg Township and in U.M. Survey No 5506

Beginning at a stone (Beech Sugar and Ironwood witness) in the south line of Survey No — and south west corner to Moses Lairds - thence with the West line of said Moses Lairds land (being also the center of the Leeper and Kirkade road) 164 poles to a stone (Hickory Beech and Ironwood witness) in said line and Southeast corned to Elizabeth D. Lee's land - thence with the South line of her land S. 82° W. 8½ poles - thence S. 8° E. 164 poles to a stone in the South line of said Survey No 5506 thence with said line N. 82° E. 80½ poles to the beginning — containing eighty two and one half (82½) acres more or less. The condition contained in said Mortgage deed was in substance that if the said Robert B. Smith & Margaret Smith shall well and truly pay or cause to be paid to the order of the Union Central Life Insurance Company their promissory note of even date herewith with all installments of interest thereon according to the tenor and effect thereof with the condition that if any installments of interest thereon shall become due and be unpaid then forth with the whole amount of principal and accrued interest shall be and become immediately due and payable and it is further provided in said mortgage deed that if the said Robert B. Smith should fail to keep his life Insurance policy in said Company in force or in case of the death of the said Margaret Smith then in any of said events the whole amount of principal and accrued interest of said loan shall be and become immediately due and payable.

On the 13th day of October 1875 at 1½ 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 October A.D.1875 in Volume 11 on page 611 of records of Mortgages of said County.

The said deed has become absolute - there is due and remaining unpaid upon said indebtedness the sum of sixteen hundred dollars with interest from the 19th day of February A.D.1884 at eight per. cent. per. annum. payable semiannually.

The said defendant the Union Central Life Insurance Company further say that said Mortgage deed is the first & best lien on said premises.

This defendant the said Union Central Life Insurance Company therefore asks that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said debt and execution awarded for balance.

Robinson and Piper. Attorneys for the Union Central Life Insurance Company.

State of Ohio, Hamilton County, ss.

John Davis being duly sworn according to law says he is the President of the said defendant The Union Central Life Insurance Company duly authorized in the premises and that the facts stated and allegations in the foregoing answer and cross petition of the said Union Central Life Insurance Company are as he verily believes true.

John Davis.

Sworn to before me by John Davis and by him subscribed in my presence this 9th day of June A.D. 1885

E. P. Marshall Notary Public, Hamilton County, Ohio.

[Seal]

Afterward, on the 7th days of July A.D. 1885 the following Entry was made on the Journal by the Clerk of the said Court, to-wit.

Cornelia A. Taylor

vs

Robert B. Smith & others

In Foreclosure.

Entry of Decree of Foreclosure $820

This cause now coming on for hearing on the cross petition of the defendant, the Union Central Life Insurance Company and the evidence. The court find that the defendants Robert B. Smith & Margaret Smith have been duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the cross petition of the said Union Central Life Insurance Company, are thereby confirmed by him to be to be true and that there is due the defendant, the Union Central Life Insurance Company on the promissory note set forth in the said cross petition with interest to the 19th day of May 1885 the sum of Seventeen Hundred Forty nine and 87/100 Dollars ($1749.87/100)

The court further find that in order to secure the payment of said note the defendants Robert B. Smith and Margaret Smith his wife executed and delivered to the said Union Central Life Insurance Company, defendant, herein, their certain mortgage as in the answer and cross petition of said Union Central Life Insurance Company set forth and on the premises so described. That said mortgage was duly recorded in book eleven (11) on page six hundred and eleven (611) of Record of mortgages of Union County Ohio and is a good and valid lien on the premises in the petition described and that the condition in said mortgage have been broken.

It is therefore adjudged and decreed that unless the defendants Robert B. Smith and Margaret Smith or either of them shall within ten days from this date pay or cause to be paid to clerk of this court the costs of this case and to the defendant, the said Union Central Life Insurance Company, herein, the sum so found due as aforesaid with interest from 19th day of May, A.D. 1885 at eight per cent. per annum, payable semi-annually the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of said Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order. Robinson & Piper, Attorneys

for Union Central Life Ins. Co.

Afterward, on the 21st day of July A.D. 1885 the following Answer and Cross petition was filed with the Clerk of said Court to-wit:

Cornelia A. Taylor, Plaintiff. } Court of Common Pleas. Union County, Ohio.
vs } Answer & Cross Petition of Enterprise
Robert B. Smith & others, defendants. } B. & L. Asn.

Answer & Cross Petition

And now comes the Enterprise Building and Loan Association and by leave of the Court first had files its answer by way of cross-petition to the plaintiff's petition herein and says it is an association duly incorporated under the laws of the State of Ohio as a Building and Loan Association and as such has its principal office in Marysville in said County.

That on the 10th day of October A.D. 1878 the said Robert Smith made and delivered to said association his promissory note of that date and of which the following is a copy.:

$800.00 Marysville, Ohio. Oct 10th 1878

For value received I promise to pay to the order of the Enterprise Building and Loan Association of Marysville Ohio, eight hundred Dollars with interest on four hundred and fifty six Dollars from date, payable when said Association shall be declared by its Board of directors legally ended, and I do further promise that should the weekly interest hereon as provided for by the constitution and By Laws of said Association remain unpaid for four weeks after the same becomes due or should any stock therein be forfeited for nonpayment of weekly installments thereon then this note to be come due and collectible immediately."

(Signed) Robert B. Smith."

The defendants Robert B. Smith and Margaret Smith on the 10th day of October A.D. 1878 to secure the payment of said note executed and delivered to the said Enterprise Building and Loan Association their mortgage deed and thereby conveyed to the said Enterprise Building and Loan Association and its assigns the following lands and tenements situate in the said county of Union State of Ohio in the Virginia Military District part of Survey No. 5506 and bounded and described as follows:

Beginning at a stone Beech Sugar Ironwood witnesses in the South line of Survey No 5506 and South west corner to Moses Sairds land; thence with the West line of said Moses Sairds land being also the center of the Leeper and Kinkade road, N. 80° W. 164 poles to a stone (witness Hickory Beech and Ironwood trees) in said line and South East corner to Eligabeth Lee's land; thence with the South line of her land S. 82° W. 80½ poles to a stake - Thence S. 8° E. 164 poles to a stake in the South line of said Survey No. 5506, Thence with said line N. 82° E. 80½ poles to the beginning containing 82½ acres more or less and being same premises in the petition of said plaintiff described.

The conditions contained in said mortgage deed were in substance as follows: that whereas the said Robert B.

Smith has executed and delivered to the said Enterprise Building and Loan Association his certain promissory note of even date with said mortgage deed for the sum of Eight hundred Dollars upon the following conditions. Said Robert B. Smith being a member of the said association and having at a regular meeting of said association bid a premium of Eighty six dollars per share of stock for precedence in taking an advance loan and having thereby obtained said precedence and having received from said association an advanced loan of Four hundred and fifty six Dollars the full value of four shares of stock in said association on each of which Four shares of stock he agreed to pay a weekly installment of twenty five cents and on four hundred and fifty six Dollars the amount of said advanced loan exclusive of premium for precedence he agreed to pay interest at rate of Six per cent. per annum in equal weekly payments of fifty three cents each on Saturday of each week until said association should be dissolved as provided in the constitution thereof the taxes on the premises conveyed by these presents the Fire Insurance premium on said property ground rents thereon and all fines and forfeitures according to the constitution and By Laws of said association.

Now if the said Robert Smith shall punctually pay to the said association or its assigns the said weekly installments on said four shares of stock and the interest as aforesaid the taxes on the property conveyed by these presents, the Fire Insurance premium on said property the ground rents thereon and all the fines and forfeitures according to the constitution and By Laws of said association then these presents shall be void. But if the said Robert B. Smith shall fail to pay the said weekly installments of interest as above stated the taxes Fire Insurance premium, ground rents or fines and forfeitures when the same respectively become due or within four weeks after due then the amount of said loan shall become due and this mortgage be foreclosed

On the 14th day of October A.D. 1878 at 4¾ o'clock P.M. the said mortgage was delivered to the recorder of said county to be by him entred on record and was recorded in Book 2 page 58 B & L.A

The said deed has become absolute – On or about Jan 1st 1883 the said Smith (R.B) and said association made a settlement of dues interest and fines and said Robert B. Smith made no payments then and afterwards as made all payments of weekly dues & installments of interest and fines as were on said first day of January then due except the sum of one hundred Dollars $100.00. Since the said first day of January 1883 and up to July 1st 1885 there have fallen due one hundred and thirty weekly installments of dues & interest.

130 weekly installments of Dues @ 1.00 cash on 48 shares	$	130.00
130 weekly installments of interest of 53 cts. each	per week $	68.90
130 weekly fines on 48 shares of stock at 5 cents per share 20 cts		26.00
	$	214.90
Due Jany 1st 1883 with interest from that date		100.00
		314.90

Entry.

No. 4820

Petition

Said Enterprise Building and Loan Association has not been declared legally ended by its board of directors and is an existing body corporate. This defendant the Enterprise Building and Loan Association therefore asks that said mortgage may be foreclosed as there was due on the first day of July 1885 the sum of three hundred & fourteen & 90/100 Dollars, with interest on one hundred at 6% from January 1st. 1883 and that the rights of said Enterprise Building and Loan Association as to the sums under said mortgage and note yet to become due may appear & that said premises may be sold and proceeds applied to payment of the several liens on same according to their several moieties and for all proper relief. Robinson & Piper, Attorneys for Enterprise Building and Loan Association.

State of Ohio,
Union County ss. } L. Piper being duly sworn according to law says he is the Secretary of Enterprise Building and Loan Association duly authorized in the premises and that the facts stated and allegations in the foregoing answer and cross petition of the said Enterprise Building and Loan Association are as he verily believes true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 21st. day of July A. D. 1885.
[Seal] J. Q. Burgner. Clerk.

Afterward, on the 23" day of Mar. A. D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

Cornelia A. Taylor
vs
Robert B. Smith et als. } On motion and for good cause shown

No. 4820

it is ordered that this case and case numbered 4941 (John Gibson adm. vs Wm B. Smith et als) in this court be and they are hereby consolidated, and that all further proceedings in said consolidated action be had in and under case No 4941. John Gibson adm. vs Wm B. Smith et als.

Attest. John Q. Burgner. Clerk
By Nellie Rorey. Deputy.

Pleas before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in town of Marysville within and for said County of Union of the Third Sub-division of the Tenth Judicial District of the State of Ohio on the 25" day of October in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to-wit, on the 28" day of August A. D. 1886 the following petition was filed with the Clerk of said Court, to-wit:

Petition.

George W. Court, Plaintiff
vs
William S Chandler 2nd
James Hamilton Defendants

In Union Common Pleas. Ohio.
Case No
Action on Promissory Note.
Petition.

The Plaintiff says = That this his cause of Action is founded upon a Promissory Note of which the following is a copy, viz:=

$185-00 Aug. 24" 1885"

" One year after date we promise to pay to the order of J.M. Hornbeck, One hundred and eighty five Dollars, with the Int. at 6% from" "date. Value received "

(Signed) "William S. Chandler" "James Hamilton "

Said note is indorsed as follows, to wit- "J. M. Hornbeck"

There are no credits or other indorsements on said note.

Plaintiff further says that he purchased said note before due for a full and valuable consideration and that he is now the legal owner and holder thereof. Plaintiff says there is now due and unpaid on said note, from said Defendants, the sum of one hundred and eighty five $(185-00/100) Dollars, with interest thereon at the rate of six (6) per cent. per annum from Aug. 24" 1885, for which sum and interest Plaintiff prays judgement against said Defendants.

Brodrick & Mc. Campbell. Attys for Plff.

The State of Ohio, Union County, ss: } George W. Court, being duly sworn on his oath says, that the facts stated and the allegations made, in his foregoing Petition are, as he verily believes, true.

G. W. Court.

Sworn to before me, and subscribed in my presence this 28" day of August A.D. 1886. J. L. Burgner, Clerk.

Praecipe

To Clerk of Common Pleas:

Sir: Issue summons in above action on Defendant William S. Chandler, directed to the Sheriff of Delaware County, Ohio; and issue summons on Defendant James Hamilton directed to the Sheriff of Union County Ohio, each returnable according to law. Indorse each writ, "Action for Money only: Amount claimed $185-00/100, with Interest at 6% per annum. from Aug. 24" 1885."

Brodrick & Mc. Campbell. Attorneys for Plff.

Waiver

We, William S. Chandler and James Hamilton, defendants, do hereby waive the issuing and service of summons on us in this cause, and do enter our appearance therein this 28" day of August A.D. 1886. William S. Chandler, James Hamilton.

Afterward on the 25" day of Oct: 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

Geo. W. Court, Plff. vs William S. Chandler and James Hamilton, Defts. } In Court of Common Pleas, Union County, Ohio. Journal Entry.

No 5-15-4

Now comes the Plaintiff, by his Attorneys, and the Defendants being in default for answer and demurrer, the Court find the allegations of the Petition are confessed by them to be true, and that they are indebted to Plaintiff in the sum of $197.88/100 with interest thereon at 6% from October 25" 1886. It is therefore considered by the Court that the said Plaintiff recover from the said Defendants the said sum of $197.88/100

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Praecipe

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Summons

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with Interest at 6% from Oct. 25th 1886. and his costs herein expended.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 & for the said County of Union of the Third Sub-division of the Tenth Judicial District of the State of Ohio on the 25th day of October in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to-wit, on the 26th day of Aug. A.D. 1886 the following Petition was filed with the Clerk of the said Court, to-wit:

Petition

Scott Robinson, Plaintiff.
vs
Edward P. Houghton, B. Watson, Martin Wetsel Sen. Defts.

Court of Common Pleas, Union County, Ohio: Petition

The plaintiff says there is due to him as assignee of A. Robinson from the defendants on the note of defendants (a copy of which is here to attached) the sum of one hundred & seventy dollars with interest from Nov. 21st 1885— A full copy of said note and endorsements is hereto attached - viz.

"$170. April 12th, 1884

"Six months after date we promise to pay to the order of A. Robinson the sum of One hundred and seventy Dollars at 8% per ann. int. value recd. Edward P. Houghton, B. Watson & Martin Wetsel."

Endorsed on the back: "A. Robinson." "Interest paid up to April 12th 1885." "Interest on the within note paid up to Nov. 21st 85."

Therefore the plaintiff asks Judgement against said defendants for said sum of $170 with interest from Nov. 21st 1885—

Robinson & Piper. Atty's for Plff.

The State of Ohio, Union County, ss: The above named Scott Robinson being duly sworn deposes and says he believes the allegations of the foregoing petition are true.

Scott Robinson

Sworn to before me and signed in my presence this 26th of Aug. 1886 [Seal] John L. Burgner, Clerk.

Praecipe

Issue & endorse petition for money only on note. Amt. claimed $170. with int. from Nov. 21—1885—

J. M. Robinson for Plff.

Summons

Afterward, on the 26th day of August A.D. 1886, the following Summons was filed with the the Clerk of said Court, to-wit.

The State of Ohio, Union County, ss: Summons in Action for Money Only.
To the Sheriff of the County of Union, Greeting:

We command you to notify Edward P. Houghton, B. Watson and Martin Wetsel sen that they have been sued by Scott Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 25th day of Sept. A.D. 1886 the petition of said Scott Robinson against them filed in the Clerk's office of said Court,

such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 6th day of Sept. A.D. 1886. Witness my hand and the Seal of said Court, this 26th day of August, A.D. 1886 at Marysville, O.

[Seal] J. L. Burgner. Clerk.

Endorsed: Money only on note Amount claimed. $170.00 and interest as follows at 6 per. cent from Nov. 21-1885

Robinson & Piper Pltff's Attys.

Sheriff's Return.

Said Writ returned and filed Sept 6th 1886 endorsed as follows, to. wit:

The State of Ohio, Union County, ss: } Sheriff's Return. Received this Writ Aug 26th A.D. 1886 at 2 o'clock P. M. And pursuant to its command, on the 30th day of Aug. A.D. 1886, I served the same by handing a true copy of the Summons with the endorsements thereon to the within named defendants Edward P. Houghton and Martin Wetsel, sen and by leaving a true copy with the endorsements thereon at the usual place of residence of the within named defendant B. Watson. Service .60 Mileage 2.24 Copy .60 Total $6.44

M. Hopkins, Sheriff of Union Co.

Afterward, on the 8th day of Nov. A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. Nov 5-1887

Scott Robinson, Pltff.

vs

Edward P. Houghton, B. Watson & Martin Wetzel, Defts.

This day came the plaintiff but the defendants came not but made default: Thereupon the plaintiff submitted this cause to the court waiving a Jury & thereupon the Court being fully advised in the premises find the petition to be true & that there is due on said note the sum of one hundred seventy nine & 35/100 dollars with interest from the first day of this term.

Therefore it is considered ordered and adjudged by the court that the plaintiff recover of the defendants said sum of one hundred & seventy nine & 35/100 dollars with interest from the first day of this term of court and his costs herein expended taxed to $

attest. John L. Burgner, Clerk.
By Nellie Roney, Deputy.

Pleas before His Honor John A. Price, Judge of a Court of Common Pleas begun & held at the Court House in the town of Marysville, within and for the said County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25th day of October in the year of our Lord one thousand eight hundred and eighty six.

Hereto fore - to-wit; on the 13th day of July A.D. 1886 the following Petition was filed with the Clerk of said Court, to-wit:

Petition. 5-183

Praecipe.

Summons

Sheriff's Return.

Petition.

Moses Wolford, Plaintiff
vs
Elizabeth Wolford Def.

Union County, Court of Common Pleas.
Petition

5133

The Petitioner says that he has been a resident of the state of Ohio for more than a year last past and is now a bona fide resident of Union County, Ohio.

That on the or about the — day of November A.D. 1873 he was lawfully married to the defendant in Union County Ohio. That he has been a faithful and true Husband to the defendant yet she being unmindful of her duties as a wife has been guilty of gross neglect toward the plaintiff abandoning his house and neglecting her duties of a wife without any just cause whatever. Plaintiff therefore prays that upon the final hearing of this case he be divorced from the defendant and for all proper relief in the premises.

J. M. Kennedy atty for Plaintiff.

State of Ohio,
Union County, ss:

Moses Wolford being duly sworn says the facts and allegations in the foregoing Petition are as he believes true.

Moses Wolford.

Sworn to and subscribed before me this 10 day of July A.D. 1886
[Seal] A.H. Kollerath, Notary Public.

Praecipe.

To the Clerk: Issue Summons and a copy of Petition directed to the sheriff of Marion County, Ohio. Indorsed Divorce Prayed for Returnable according to law. J. M. Kennedy atty. for Plaintiff.

Afterward, on the 13th day of July. A.D. 1886 the following summons was filed with the Clerk of said Court to-wit.

Summons.

The State of Ohio,
Marion County. ss:

Summons in Divorce.
To the Sheriff of Marion County:

You are commanded to notify Elizabeth Wolford that Moses Wolford has filed in the office of the Clerk of the Court of Common Pleas of Marion County, and State of Ohio, a petition (a copy of which is herewith served on her) charging her with gross neglect of duty, 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 26th day of July A.D. 1886. Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 13th day of July A.D. 1886 J. L. Brugner. Clerk.

[Seal]

Endorsed: Summons in Action for Divorce.
J. M. Kennedy, Atty.

Said Writ returned & filed 26th day of July A.D. 1886 endorsed as follows: to-wit:

Sheriff's Return.

Received 5 o'clock P.M. on the 13th day of July A.D. 1886, and on the 20th day of July A.D. 1886 I served the same by handing the within named Elizabeth Wolford: a true copy thereof. together with a certified copy of the petition. Service, Sum. & Pet. .60 Copy. .20

Mileage, Summ. & Peti. 3.20 Total $4.00 M. Hopkins Sheriff.

Afterward, on the 8th day of Nov. A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit:

Entry 5133

Moses Wolford. Plff.
vs
Elizabeth Wolford. Def.

Entry No. 5133

This day this cause came on for hearing upon the Petition of the Plaintiff. The defendant being in default for answer or demurrer and the court being fully advised in the premises do find: 1st That the parties were married as alleged in the Petition. 2nd. That due service of summons was made on the defendant. 3rd That the defendant has been guilty of Gross neglect of duty as charged in the petition. It is therefore decreed ordered and adjudged that the said parties be Divorced, and that the plaintiff pay the costs of this cause.

Attest. John Q. Burgner, Clerk.
By Nellie Roney. Deputy.

Proof of Publication.

Entry No 5077

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 with in and for the said county of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit on the 5th day of April A.D. 1886 the following petition was filed with the Clerk of the said Court, to-wit:

Petition

Anna Dixson
vs
Joseph Dixson.

In the Common Pleas Court, Union County.
Petition.

The plaintiff has been a resident of the state of Ohio for the year last past and has a bona fide residence in the County of Union.

On or about the 8th day of June A.D. 1882 she was married to the Defendant. The following child was born of such marriage Hannah Nov. 2 1883. The defendant has failed and willfully neglected to provide a home or house in which to live or to provide common necessities of life. The plaintiff has been compelled to live on the charity of Friends and on her own exertions to sustain her self and minor child.

The plaintiff further says that Defendant on or about the first of September last deserted her and after due diligence she is unable to find his whereabouts.

Therefore Plaintiff prays that she may be Divorced from said Defendant and have the custody of said - and such other relief as is proper.

H. J. King. his Attorney.

Afterward, on the 27th day of Oct. A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Anna Dixon vs Joseph Dixon

Divorce Notice.

Joseph Dixon whose place of residence is unknown, is hereby notified that Anna Dixon filed her petition in the Court of Common Pleas of Union County, Ohio, being case No —, on the 5th day of April, 1886 praying that she may be divorced from said defendant on the grounds of gross neglect of his marital duty. H. J. King. Her Attorney.

April 10, 1886-w6

Proof of Publication.

Proof of Publication.

A. H. Beightler, being duly sworn says he is the Publisher of the The Marysville Times, a weekly Newspaper, published in Marysville, Union County, Ohio, and having a general circulation therein, and that the annexed Advertisement was published in said Newspaper Six consecutive weeks, the first insertion being on the 10th day of April, 1886 and the last on the 21st day of May, 1886. A. H. Beightler.

Sworn and subscribed by A. H. Beightler before me, this 27th day of Oct. 1886. J. L. Burgner. Clerk.

Afterward, on the 15th day of Nov. A. D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

Anna Dixson vs Joseph Dixson

No. 5077

No 5077

This cause coming on for hearing was submitted to the Court upon the pleading and evidence and the defendant being in default for answer and demurrer the court find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at the time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and that by reason there of the plaintiff is entitled to a divorce as prayed for.

It is therefore, ordered adjudged by the court that the marriage contract heretofore existing between the said Anna Dixson and Joseph Dixson be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said children of the parties hereto be until further order confided to the said plaintiff exclusively. It is further ordered by the Court that the plaintiff pay the costs of this proceeding.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 said county of Union, of the Third Sub-division of the Tenth Judicial District of the State of Ohio, on the 25th day of October in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to-wit, on the 26th day of July A. D.

Petition.

1886 a Petition was filed with the Clerk of said Court which reads as follows. to-wit.

Isaiah Kesolt. Plaintiff.
vs
Cynthia E. Kesolt Defen. } Union County Court of Common Pleas.
Petition.

The Plaintiff says that he has been a bona fide resident of the state of Ohio for more than a year last past and is now a resident of the County of Union.

Plaintiff further says that on the 2"day of December A.D. 1884 he was married to the defendant at Clinton Co. Ohio.

That on the 17"day of April A.D.1885 said defendant left the plaintiff and went to parts unknown. That said Defendant went away with one Alexander Hunt and has been away from the plaintiff and out of his knowledge as to her whereabouts ever since said 17"day of April A.D. 1885.

Plaintiff further says that said Defendant has been guilty of Adultery with said Alexander Hunt and at various and divers times and places to the plaintiff unknown and has been guilty of Gross Neglect of duty toward the plaintiff and her family. That by a former marriage of the plaintiff and defendant they had born to them the following children: Charles Kesolt aged 19 years. John Kesolt aged 13 years and Fredrick aged 6 years. That said defendant left these children entirely under the care and controll of the plaintiff and without in any manner contributing to their wants and needs.

Plaintiff therefore prays that upon the final hearing of this petition he be divorced from the defendant and have the custody care and control of said children and for all relief in the premises. J. M. Kennedy, Atty. for Plff.

Afterward, on the 26"day of July A.D.1886 the following affidavit was filed with the Clerk of said Court to-wit:

affidavit.

Isaiah Kesolt, Plaintiff.
vs
Cynthia E. Kesolt, Defendant. } Union County Court of Common Pleas
affidavit.

Isaiah Kesolt being first duly sworn, says: That he has this day filed his Petition against said Cynthia E. Kesolt praying for a Divorce and the custody of his children. That the place of residence of the said Cynthia E. Kesolt is unknown to the plaintiff.

That he has used reasonable diligence by inquiry and by letter to learn of her place of residency.

He further says that this action is one of those mentioned by section 5048 of the revised statute of Ohio and asks that publication be had herein. Isaiah his X mark Kesolt

Sworn to and subscribed by the said Isaiah Kesolt before me this the 26"day of July A.D.1886 William Smith. J.P.

Afterward, on the 6"day of Nov. 1886 the following Proof

Proof of Publication

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of Publication was filed with the Clerk of said Court. to-wit:

Divorce Notice.

Cyanthia Kesoll whose place of residence is unknown to the plaintiff, will take notice that Isaiah Kesoll filed his petition in the Court of Common Pleas within and for the County of Union and State of Ohio, charging her with adultery and gross neglect of duty and praying for a Divorce from said defendant and for the custody of their minor children.

Said petition will be for hearing on or after the 4th day of September, A.D. 1886.

8-w6 J. M. Kennedy. Atty. for Plaintiff.

Proof of Publication

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 July 29" 1886.

W. L. Mc. Campbell.

Sworn to and subscribed before me this 6" day of Nov. 1886.

J. L. Burgner, Clerk.

Afterward, on the 9" day of Nov. A.D. 1886, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Isaiah Kesoll. Plaintiff
vs
Cyanthia Kesoll. Defendant.

No 5740 Entry.

Entry No. 5740

This day this cause came on for hearing upon the Petition of the Plaintiff and the evidence. The defendant being in default for answer or Demurrer and the Court being fully advised in the premises do find for the Plaintiff:

First. That said parties were married as alleged in the petition 2" That due notice of this case had been given to the defendant by Publication. 3rd. That said Defendant had been guilty of Gross Neglect and adultery as alleged in the petition.

It is therefore adjudged ordered and decreed by the Court that the marriage relation heretofore existing between these parties be dissolved and that the plaintiff and Def. be Divorced and that the Plaintiff have the custody, care, control and education of the minor children to-wit Charles John and Fredrick Kesoll and that he pay the costs herein taxed at $

Attest John L. Burgner, Clerk.
By Nellie Roney. 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 said County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 25" day of October in the year of our Lord one thousand eight hundred and eighty six. Heretofore to-wit. on the 5" day of Aug. A.D. 1886 a petition was filed with the Clerk of said Court which reads as follows, to-wit.

Lillie M. Bowdre. Plaintiff.
vs
William H. H. Bowdre. Def.

Union County Court of Common Pleas.
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 Union County, Ohio. Plaintiff further says that on the 22nd day of April A.D. 1885 at Marysville Ohio She was married to the defendant under the name of Lillie M. Perkins. Plaintiff further says that she has always conducted herself toward the Defendant as a faithful obedient and frugal wife. Yet the defendant disregarding his duties as a husband has been guilty of gross neglect of duty toward this plaintiff. That during the spring of 1886 in the month of March and April she being sick and feeble and unable to care for herself was compelled to go to her Fathers house in order to get the necessary care and medical attendance and during said time said defendant failed and neglected to provide the necessary medical attendance or any of the necessaries or care or attention needed. That he has utterly failed to care for or provide the Plaintiff necessary care clothing or food during or since that time.

Plaintiff further says that said defendant has been guilty of improper conduct with other women after his marriage with the plaintiff. That on the 25th day of April A.D. 1885 - the second day after their marriage said defendant went away with another young woman and spent the evening with her went home with her away from the company and presence of other people and hugged and kissed her and entered into a marriage contract with her.

At another time in the Fair ground of Union County, Ohio. during the time of the county fair of 1885 - said Defendant abandoned his wife and went off after other women during the entire afternoon of one day at said fair and sat in the buggy away from the presence of his wife, refusing to go with her during all of this time.

The defendant has also been guilty of gross neglect of the Plaintiff refusing to live with her or provide for her the necessaries of life and has refused to live with the plaintiff unless some of her friends would deed her a piece of land.

Plaintiff also further says that on or about the middle of July 1886 as she is informed the defendant commit an assault upon one Estella Sullivan with the intent to violate her person and to compell her to submit to his lusts.

The plaintiff further says that said defendant is the owner of a superstructure of a Dwelling house situate on the land of Rachel J. Perkins in Dover Township Union County Ohio. That said superstructure of a Dwelling House is all the property the defendant has the value of about three hundred dollars. That now the plaintiff has brought said suit the defendant will sell incumber and dispose of said property unless restrained by the order of this court. The Plaintiff prays for an order of injunction without bond to restrain the defendant from in any manner encumbering said above described property or from in any manner interfering with the same or from disposing of the same or from renting the same or occupying the same himself or

Order of injunction

Praecipe

Order of Injunction

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by any one else. Plaintiff therefore prays that upon the final hearing of this petition she be divorced from the defendant and that she have reasonable alimony decreed her out of said property above described and that said property be decreed sold to pay said alimony and that she have her name restored to her maiden name of Lillie M. Perkins and for all proper relief.

J. M. Kennedy. Atty for Plaintiff.

State of Ohio. }
Union County, ss. } Lillie M. Bowdre being duly sworn says the facts + allegations are true.

Lillie M. Bowdre.

Sworn to and subscribed before me this the 4th day of August A.D. 1886.

A. H. Kollefrath. Notary Public

{Seal}

Order of Injunction

Injunction allowed as prayed for in the within petition. without bond in pursuance of the Statute in such cases made and provided, until otherwise by the Court of Common Pleas of Union County Ohio, a Judge thereof or other competent authority.

Fees $2.00 Paid by Plaintiff.

John B. Coats, Probate Judge

Praecipe

To the Clerk: Issue summons to the sheriff of Union County for Wm H. H. Bowdre endorse: injunction allowed and Divorce and alimony Prayed for - also accompany the same with copy of Petition.

J. M. Kennedy. atty for Plff.

Afterward, on the 5th day of Aug. A.D. 1886 the following Order of Injunction was filed with the Clerk of said Court, to-wit:

Lillie M. Bowdre Plaintiff
vs
Wm H. H. Bowdre. Defendant.

Order of Injunction.

Before the Probate Judge, Union County, O.

Motion for Temporary Injunction in the Court of Common Pleas, Union County, Ohio.

Order of Injunction

And now, on this 5th day of August 1886 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 Lillie M. Bowdre and the - thereto 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 Wm H. H. Bowdre from selling, incumbering, renting or in any manner interfering with the superstructure of a certain Dwelling House built by him on the Lands of Rachel Y. Perkins and of which he is the presentowner 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 an undertaking as provided by Law.

John B. Coats, Probate Judge.

Afterward, on the 5th day of August A. D. 1886 said summons was issued by the clerk of said Court which reads a fol-

Summons

lowz, to wit:
The State of Ohio. } Summons In Divorce.
Union County, ss: } To the Sheriff of Union County:

You are commanded to notify Wm H.H. Bowdre that Lillie M. Bowdre 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 hereunto served on him) charging him with Gross Neglect of Duty, and asking that she be divorced from him, and that she may be allowed reasonable Alimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 16th day of August, A.D. 1886. Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville O, this 5th day of August A.D. 1886

[Seal]

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

Endorsed: Summons in Action for Divorce and Alimony prayed for. Injunction Allowed. J. M. Kennedy, Atty.

Sheriff's Return.

Said Writ returned and filed Aug. 16th A.D. 1886. endorsed as follow.
Recived 2 oclock P.M. on the 5th Day of August A.D. 1886 and on the 7th day of August, A.D. 1886. I served the same by handing, a true copy thereof together with a true copy of the Petition to the within named W.H.H. Bowdre. Service & Pole ..60 Copy .30 Mileage Sum & Pet. 1.92
Total $2.82

M. Hopkins Sheriff.

Afterward, on the 9th day of Nov. A.D. 1886 an Entry was made on the Journal by the clerk of said Court which reads as follows, to-wit:

Entry.

Nov. 143

Lillie M. Bowdre Plaintiff.
vs
Wm H.H. Bowdre, Defendant.

No. 5143 Entry.

This day this cause came on to be heard upon the petition of the Plaintiff, the defendant being in default for answer or Demurrer and the Court being fully advised in the premises do find,

First, that the parties were married as alleged in the petition. 2nd. That due notice of the pendency of this petition had been served on the defendant. 3rd. That said defendant had been Guilty of Gross neglect of duty as alleged in the petition.

It is therefore adjudged ordered and decreed that the marriage relation heretofore existing between the parties be dissolved and that a divorce be granted the plaintiff and that she be restored to her maiden name of Lillie M Perkins and recover her costs herein taxed at $

Attest. John L. Burgner, Clerk.
By Kallie Roney, 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 said County of Union of the Third Sub-division of the Tenth Judicial District of the State of Ohio, on the 25th day of October

Petition

Affidavit.

Proof of Publication.

in the year of our Lord, one thousand eight hundred and eighty six.

Heretofore, to-wit, on the 15th day of May, A.D. 1886 the following Petition was filed with the Clerk of the said Court, to-wit.

Petition

Margaret J. Devore, Plaintiff,
vs
Jacob A. Devore, Defendant.

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

The plaintiff says she has been a resident of the State of Ohio for the year last passed and has a bona fide residence in the county of Union. That on or about the 1st day of August A.D. 1882 plaintiff was married to defendant. That defendant for more than two years last passed has failed and wilfully neglected to provide plaintiff with the common necessaries of life, so that she has been compelled to live upon her own exertions and the charity of friends.

Plaintiff says she has been informed and believes that defendant has possessions in the west, the location being at this time unknown to the plaintiff of the value of - dollars.

The 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.

W. S Hoopes Atty for Plaintiff.

Afterward, on the 15th day of May A.D. 1886 the following affidavit was filed with the Clerk of said Court, to-wit.

affidavit.

Margaret J. Devore, Plaintiff.
vs
Jacob A. D. Devore, Defendant.

Court of Common Pleas, Union County. Ohio.

Margaret J. Devore, plaintiff, being first duly sworn, says that service of summons cannot be made in this state on the defendant Jacob A. Devore and that the case is one of those mentioned in section five thousand forty eight of the Revised Statutes of Ohio.

Margaret Jane Deavore

Sworn to and subscribed in my presence this 12th day of May A.D. 1886. Joseph M. Kennedy Notary Public.

Afterward, on the 17th day of July A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication.

Divorce Notice.

Jacob A. Devore, whose residence is unknown, will take notice that on the 12th day of May, 1886, Margaret J. Devore filed her petition in the Court of Common Pleas of Union County, Ohio, praying that she may be divorced from the said Jacob A. Devore, on the ground of gross neglect of duty, and that said cause will be for hearing at the May term of said Court.

Margaret J. Devore.

W. S. Hoopes, Attorney. May 12, 1886-6w. printers fee 3.00

The State of Ohio.
Union County, ss: The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with May 19th

1886. W. O. Shuarz

Sworn to and subscribed before me, this 17th day of July 1886.
[Seal] J. Q. Burgner Clerk.

Afterward on the Jan 6 1887 an Entry was made on the Journal by the Clerk of said Court which reads as follows. to wit:

Entry. Margaret J. Devore
vs
No 5105 Jacob F. Devore. } Now comes the plaintiff and it being made to appear to the court that the defendant had been duly served with notice that the above action was pending by publication as required by statute, and the defendant having failed to appear the court find herein in default for answer or demurrer to said petition and find that the allegations thereof are confessed by him to be true. The court also finds that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than a year next preceding the same and was at said time a bona fide resident of the Co. of Union, and that the parties hereto were married as in said petition set forth. the court further finds from the evidence adduced that the defendant has been guilty of gross neglect of duty in failing to provide plaintiff the common necessaries of life and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefor ordered and adjudged by the court that the marriage contract heretofore existing between the said parties hereto be and the same hereby is dissolved and both parties are released from the obligation of the same

It is further ordered by the court that said plaintiff be and she is hereby restored to her maiden name of Margaret J. Lawson. It is further ordered and adjudged by the court that the plaintiff recover of the defendant her costs herein expended taxed at —— and in default thereof for ten days execution issue for the same.

Attest. John Q. Burgner, Clerk.
By Nellie Roney, 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 25th day of October in the year of our Lord, one thousand eight hundred and eighty six

Heretofore - to-wit, on the 15th day of May A.D. 1886 the following petition was filed with the Clerk of the said Court, to-wit:

Petition Sarah Bean, Plff.
vs
Timothy Bean, Dft. } Union Pleas, Union County.
Petition.

Plaintiff has been a resident of the state of Ohio for the year last past, and has a bona fide residence in the county of Union.

On or about the - day of — 1870 she was married to the defend-

Praecipe

Summons

Sheriff's Return.

ant Timothy Beau. The following children were born of such marriage. Harriet aged 14 years. Edgar aged 12 years. Mollie aged 9 years, Daisy aged 3 years, Gracie aged 2 years.

Defendant for more than three years last past, has failed and willfully neglected to provide plaintiff with the common necessaries of life so that Plaintiff has been compelled to live upon her own exertions because of his idleness profligacy and dissipation. He used to earn good wages but expended nearly all his earnings for intoxicating drink — and contributed nothing to the support of his family for or during the past three years.

Defendant has been guilty of habitual drunkenness for three years last past and of gross neglect of duty to the plaintiff.

Wherefore plaintiff prays that she may be divorced from the defendant and she may be decreed the custody of said children and such other relief as is proper. Sarah Beau. Plaintiff.

P. B. Cole & Son Pltfs Attys.

Praecipe

Afterward, on the 15th day of May A.D. 1886 the following Praecipe was filed with the Clerk of said Court, to-wit:

Sarah Beau. Pltff.
vs
Timothy Beau Deft.

Court of Common Pleas, Union County, Ohio.
Marysville, May 15th - 1886.

To The Clerk of said Court: Issue Summons in the above case and copy of petition returnable according to law.

P. B. Cole & Son, Atty for Pltff.

Summons

Afterward, on the 15th day of May A.D. 1886 the following Summons was issued by the Clerk of said Court, to-wit:

The State of Ohio,
Union County, ss:

Summons in Divorce.

To the Sheriff of Union County:

You are commanded to notify Timothy Beau that Sarah Beau 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 habitual drunkenness and gross neglect of duty and asking that she be divorced from him, and that — and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 24th day of May A.D. 1886. Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 15th day of May A.D. 1886.

[Seal]

J. L. Burgner, Clerk.

Endorsed: Summons in Action for Divorce.

P. B. Cole & Son Atty.

Sheriff's Return.

Said Writ returned and filed May 20th A.D. 1886 endorsed as follows, to-wit:

Received 9 o'clock A. M., on the 15th day of May A.D. 1886 and on the 20th day of May A.D. 1886. I served the same by hand-

ing the within named defendant; a true copy thereof together with a certified copy of the petition. Service .60 Copy .20 Mileage 5.12 Total 5.92
M. Hopkins, Sheriff. By A. H. Goodwin Deputy.

Afterward, on the 20th day of Nov. A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court which reads as follows. to-wit:

Sarah Bean, Plaintiff. } Union Com. Pleas.
vs } Decree for Divorce.
Entry Timothy Bean, Defendant. } Now comes the plaintiff, and the de-
No 5106 fendant having been duly served with Summons and a copy of the petition herein, and having failed to appear, the court find him in default for answer and demurrer to said petition, and that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this county of Union. And that the parties hereto were married as in said Petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of habitual drunkenness and gross neglect of his duties as a husband to plaintiff for more than three years last prior to the commencement of this suit. 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 Bean and Timothy Bean be and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody care education and control of the said children of the parties hereto be, until further order, confided to the said Sarah Bean exclusively. And the said Timothy Bean is hereby enjoined until further order of Court from interfering in any manner with either of said children or with the plaintiff Sarah Bean in her custody of them. But it is hereby ordered that said Timothy Bean have the privilege of visiting said children twice each week on Tuesdays and Fridays between the hours of 3 and 5 o'clock P.M. and any violation of this order by either party may be reported to the Court. It is further considered by the Court that the plaintiff pay the costs of this proceeding and execution is awarded.

Attest. John Q. Burgner, Clerk.
By Nellie Roney, 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, with in and for said County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25th day of October in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to-wit; on the 31st day of August A.D. 1886 the following petition was filed with the Clerk of said Court, to wit;

Petition

Lucy A Kilfian, Plaintiff.
vs
Thomas Kilfian, Defendant.

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

Plaintiff says that she has been a resident of the State of Ohio for one year last past and that she is now a bona fide resident of Union County. That on or about the 6th day of July A.D. 1879 she was legally married to said defendant.

The following children was born of such marriage John H. Kilfian age Six (6) years. Defendant has for more than three years last past been guilty of habitual drunkenness.

Said defendant has been guilty of extreme cruelty to said plaintiff in this that on the 14th day of August 1886 said defendant without cause or provocation did stroke and beat said plaintiff and threaten to take the life of said plaintiff and that at this said date and at divers other times did strike, curse and abuse said plaintiff and that by reason thereof the life of said plaintiff is endangered.

Said defendant is guilty of gross neglect of duty in this that he has failed for more than three years last past to provide plaintiff or their child with the common necessaries of life so that plaintiff has been compelled to live upon her own exertions because of his profligacy and dissipation.

Said plaintiff further says that she is the owner in her own right of the following described real estate situate in Union County and State of Ohio being a part of Survey No 5586. Beginning at an iron stake in the centre of the Marysville and Marion road & North west corner to a tract of land conveyed to William Hockins by S. G Strong on the 12th day of June 1837. Thence with the North line of said tract of land South 78¾° East 154 60 poles to a stone (2 elms gone) North East corner to said tract. Thence with the East line of said tract South 10° West 50 poles to a stone. Thence North 79¼° West 169 80 poles to a stake in the centre of said Marysville and Marion Road (a stone bears from said stake South 79¼° East 10 links. Thence from said stake North 26½° East with the centre of said road 53 poles to beginning containing 51 20 acres Subject to the dower estate of Mary Hockins. Plaintiff therefore prays that she may be divorced from said defendant and may be restored to her maiden name of Lucy A. Hockins. That she may be decreed to have reasonable alimony ——— the custody of said child and that the real estate herein described be divested of all title and interest of said defendant & for all further relief that is proper.

Davies & Hockins. Atty for Plaintiff

State of Ohio,
Union County ss: Lucy A. Kilfian being sworn says she is the plaintiff in the above action and that the allegations therein contained are true. Lucy A. Kilfian.

Subscribed and sworn to before me this 27th day of August A.D. 1886.

O. B. Martin, Justice of the Peace.

Praecipe

To Clerk: Issue summons for defendant with copy of petition to sheriff of Union County Ohio. Returnable according to law.
Davis & Hockins, Atty. for Plaintiff.

Afterward, on the 1st day of Sept. A.D. 1886 the following summons was issued by the Clerk of said Court which reads as follows, viz.

Summons

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

You are commanded to notify Thomas Killian that Lucy A. Killian 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 extreme cruelty &c, and asking that she be divorced from him, and that she may be decreed custody of child and alimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 13th day of - A.D. 188 . Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville O. this 1st day of Sept. A.D. 1886

[Seal]

J. D. Burgner.

Endorsed: Summons in Action for Divorce.
Davis & Hockins Atty.

Said Writ returned and filed Sept 6 A.D. 1886 endorsed as follows, to-wit:

Sheriff's Return.

Received 2 o'clock P.M, on the 1st day of September A.D. 1886, & on the 6th day of September, A.D. 1886 I served the same by handing a true copy thereof together with a certified copy of the Petition to the within named defendant Thomas Killian. Service, Summ. & Petn. .60 Copy 20 Mileage, Summ. & Pet. 3.84 Total $4.64

M. Hopkins, Sheriff.

Afterward, on the 18th day of Nov. A.D. 1886 an Entry was made on the Journal by the Clerk of the said Court, which reads as follows, to-wit.

Entry.

Lucy A. Killian
vs
Thomas Killian

This day this cause came on to be heard upon the petition of the plaintiff, and the evidence, defendant, though duly served with a summons and a copy of the petition herein, made default. In consideration thereof the Court find that the plaintiff at the time of the filing of 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 habitual drunkenness for the three years last past. The Court further find that the plaintiff is the owner of the land described in plaintiff's petition.

It is therefore considered and adjudged by the Court that the marriage contract heretofore existing between the said Lucy A.

Kilfian and Thomas Kilfian be and the same is hereby dissolved, and both parties are released from the obligations of the same, and the defendant is hereby divested of the custody and of all right and interest he might have in or to the lands described in the petition.

It is further ordered and adjudged that the custody, care, education and control of the child of the parties hereto be confined to said plaintiff exclusively, but said defendant is to have the privilege of visiting said child at reasonable times so long as he conducts himself in a gentlemanly manner while making such visits and is not under the influence of intoxicating liquors.

It is further ordered that the plaintiff pay the costs herein taxed at $

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 said county of Union of the Third Sub-division of the Tenth Judicial District of the State of Ohio on the 25th day of October in the year of our Lord, one thousand eight hundred and eighty six.

Heretofore to-wit on the 24th day of Mar. A.D. 1886 the following petition was filed with the Clerk of said Court, to-wit:

Petition.

William R. Hopkins, Plaintiff.
vs
Mary E. Hopkins, Defendant.

Court of Common Pleas, Union County Ohio. Petition

The plaintiff says that he has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of Union County, Ohio. That on the 1st day of June A.D. 1884 he was lawfully married to the defendant at Marysville, Ohio.

Plaintiff further says that prior to said marriage he had become possessed of a large amount of real estate in said village of Marysville by descent from his father & mother Richard and Sarah Hopkins deceased.

Plaintiff further says that the defendant well knew the same and knowing the same she the defendant devised a plan to cheat and defraud the plaintiff into a marriage with her the defendant, for the purpose of getting said real estate or a part thereof in her own right.

Plaintiff further says that at the time of contracting said marriage he was very weak and sick in body and weak in his mind in consequence of said sickness, the defendant induced and persuaded him the plaintiff to marry her she promising to take care of the plaintiff and look after his interest and nurse and care for him, and by reason of said promises he was induced to marry her the defendant. Plaintiff further says that soon after said marriage she the defendant persuaded and induced the said plaintiff to deed her a large and valuable portion of said real estate with the intent and for the purpose of getting the same in her

own right and to cheat and defraud the plaintiff out of the same and that immediately upon getting the same into her possession began to abuse and mistreat the plaintiff and began to be neglectful of him refusing to sleep & cohabit with him, refusing to allow him to eat at the same table driving him into another room and bed away from her the defendant and ever since said time has been guilty of gross neglect of duty, towards said plaintiff, wholly neglecting and refusing to comply with her contract and agreement with the plaintiff and refusing to perform any of the duties of a wife.

Plaintiff therefore prays that upon the final hearing of this petition he be divorced from the defendant and for all proper relief in the premises.

Kennedy & Kollgrath, atty. for Plaintiff.

State of Ohio, } William R. Hopkins being first duly sworn says
Union County, ss: } the facts and allegations of the foregoing petition are as he believe true.

William R. Hopkins.

Sworn to and subscribed before me by the said William Hopkins this the 24th day of March A.D. 1886

J. L. Burgner, Clerk of Courts.

Afterward, on the 24th day of March A.D. 1886, the following summons was issued by the clerk of the said court, to-wit:

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

You are commanded to notify Mary E. Hopkins that William R. Hopkins 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 of duty, and asking that he be divorced from her and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 5th day of April A.D. 1886.

Witness my signature as clerk of our said Court, at Marysville, O., this 24th day of March, A.D. 1886. J. L. Burgner, Clerk.
[Seal]
By A. R. Burgner, Deputy.

Endorsed: Summons in Action for Divorce
Kennedy & Kollgrath, Atty.

Said Writ returned and filed April 1st 1886 endorsed as follows: to-wit,

Sheriff's Return. The State of Ohio, } Received this writ on the 24th day of March A.D. 1886 and on the 29th day of March A.D. 1886, I served the same by handing to the Deft. Mary E. Hopkins a true copy thereof with the endorsements thereon, together with a certified copy of the petition
Service .30 Copy .20 Mileage .32 Total .82
M. Hopkins, Sheriff.
A. L. Goodwin, Deputy.

Entry. 5069

Petition No. 5233

Afterward. on the 26th day of April A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court. to-wit:

Entry.

5069

Wm. R. Hopkins
vs
Mary E. Hopkins

This day this cause came on to be heard upon the Petition of the plaintiff the answer of the defendant heretofore filed being withdrawn by agreement of parties, and the court being fully advised in the premises do find for the Plaintiff First. that the parties were married as alleged in the premises. 2nd. That due service of summons had been made on the defendant. 3rd. That said Defendant had been Guilty of Gross neglect of duty as charged in the Plaintiffs Petition. It is therefore ordered adjudged and decreed by the Court that the marriage relation heretofore existing between the parties be dissolved and the Plaintiff be granted a divorce upon his Petition and that he pay the costs of this suit taxed at $

Attest. John L. Burgoyer, Clerk.
By Nellie Roney. 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 with in and for the said county of Marion of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 25th day of October in the year of our Lord one thousand eight hundred and eighty six. On the 5th day of Jan. A.D. 1887 the following Petition and answer in cognovit was filed with the Clerk of the said Court. to-wit

Petition

No. 5-233

L. C. Conrad. Plaintiff.
vs
Sarah A. Hale. Defendant.

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

L. C. Conrad the above named plaintiff says that there is due him from Sarah A. Hale Defendant, on a promissory note made by the Defendant, dated the 5th day of September A. D. 1885, which note, with the warrant of Attorney thereto annexed is hereto attached, the sum of One Hundred and Sixty Dollars and - cents, with interest thereon at eight per. cent. from the 5th. day of September A.D. 1885. The Plaintiff further say that he is the legal owner and holder of said note, that the same is due and unpaid.

Whereupon. the Plaintiff asks judgment against said Defendant for the sum of One Hundred and Sixty Dollars and - cents. with interest at eight per. cent. from the 5 day of September A.D. 1885.

T. B. Fulton Atty for Plff.

State of Ohio.
Union County, ss.

L. C. Conrad the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true.

L. C. Conrad.

Subscribed by L. C. Conrad, in my presence, and sworn to by him before me. this 5 day of January A.D. 1887. W. C. Malin J.P.

$ 160 00/100 Marysville, Ohio. Sept 5th 1885.

One year after date, for value received, we or either of us, promise to pay L. B. Conrad or order, One Hundred & Sixty — 00/100 Dollars, at Marysville, O., with 8 per cent after Date and 8 per cent after due.

And I hereby dispense with demand of payment, protest and notice of non-payment of this Note, and authorize any Attorney at law to appear for 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

Miss Sarah A Hale.

Petition

No. 5204

L. B. Conrad vs Sarah A. Hale. } In Court of Common Pleas. Union County, ss. Defendant's Answer.

Answer

No. 5233

And now come Sarah A. Hale the above named Defendant, by the undersigned E. E. Cole Attorney, and waive the issuing and service of process in this case, and consent that judgment be Entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant, for the sum of One Hundred and Seventy Seven Dollars and Seven cents, the Amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and 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 thereby waived.

January 5th A. D. 1887. Edward E. Cole Atty for Deft.

Entry.

No. 5233

L. B. Conrad vs Sarah A. Conrad. } Entry.

This day came the Plaintiff by J. B. Fulton his Attorney, and thereupon came E. E. Cole one of the attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered a appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $177.07

It is therefore considered that said Plaintiff do recover of said Defendant the said sum of 177.07 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. John L. Burgner, Clerk.
By Nellie Roney, 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 said county of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 25th day of October in the year of our Lord one thousand eight hundred and eighty six. On the 5th day of Nov. A.D. 1886 the following Petition and answer in cognovit was filed with the Clerk of the said Court, to wit:

Petition + Answer in Cognovit.

Jesse L. Cameron & Robert L. Woodburn,
partners under the firm name of Cameron & Woodburn

Petition

vs

Richard A. White

No. 5204

Civil Action for Money Only.

The State of Ohio,
Union County, ss:
In the Court of Com. Pleas
Petition.

The said Jesse L. Cameron and Robert L. Woodburn as partners under the firm name of Cameron and Woodburn the above named Plaintiffs say that there is due to them from Richard A. White Defendant on a promissory note made by said Richard A. White dated the 21st day of March A.D. 1886, which note, with the warrant of attorney thereto annexed is hereto attached, the sum of Three Hundred and Seventy six Dollars, and Thirty three Cents, with interest thereon at 8 pr. cent. from the 21st day of May A.D. 1885. The plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid and that they are partners doing business in the State of Ohio under the firm name of Cameron Woodburn. Wherefore, the Plaintiff ask judgment against said Defendant for the sum of Three Hundred and Seventy six Dollars and thirty three cents, with interest at 8 pr. cent from the 21st day of May A.D. 1886. Jesse L. Cameron, Robert L. Woodburn Plffs.

The State of Ohio,
Union County, ss. Jesse L. Cameron one of the above named Plaintiffs being duly sworn, says that he believes the statement in the foregoing Petition to be true. Jesse L. Cameron.

Subscribed by Jesse L. Cameron in my presence, and sworn to by him before me, this 5th day of November A.D. 1886

[Seal] J. L. Burgner, Clerk.

$ 475-00 Marysville Ohio March 21st 1885.

One day after date, as principal debtors, we jointly and severally promise to pay to Cameron & Woodburn or order, at their office in Marysville, Ohio. Four hundred and seventy five Dollars, for value received

And we hereby dispense with the demand of payment of this note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio or elsewhere, and waive the issuing and service of process and confess 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 21st day of March 1885.

R.H. White.

Endorsed: May 21-1885 credit by hand $125.00

Answer. No. 5204

Jesse L. Cameron and Robert L. Woodburn, Partners under the firm name of Cameron & Woodburn vs Richard H. White.

In Court of Common Pleas. Union County, ss. Defendant's Answer.

And now come Richard H. White, the above named defendant, by the undersigned D.W. Ayers attorney, and waive the issuing and service of process in this case, & consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, & against the above named Defendant, for the sum of Three Hundred and ninety Seven Dollars and fifty two Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant and 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.

November 5th A.D. 1886. D.W. Ayers Atty for Deft.

Entry.

Jesse L. Cameron & Robert L. Woodburn as Partners under the ~~firm~~ name of Cameron & Woodburn vs Richard A. White

Entry.

This day came the Plaintiff by Cameron & Woodburn attorney, and thereupon came D.W. Ayers one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said plaintiff as is alleged in said Plaintiff's petition, the sum of $397.52. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $397.52 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed & with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest. John Q. Burgner, Clerk.
By Nellie Roney, 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 & for said County of Union of the Third Subdivision of the Fouth Judicial Distrct of the State of Ohio on the 25th day of October in the year of our Lord One thousand eight hundred and eighty six.

On the 5th day of Jan. A.D. 1887 the following petition and answer in cognovit was filed with the Clerk of the said Court, to-wit:

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

Petition.

Civil Action for Money Only.

Petition
No. 5231

William J. Strader Plaintiff.
vs.
Dorothy Rickman and T. M. Rickman
Defendants.

William J. Strader the above named Plaintiff says that there is due to him from Dorothy Rickman and T. M. Rickman the above named Defendants, on a promissory note made by the Defendants, dated the 23 rd. day of June A.D. 1886 which note, with the warrant of Attorney thereto annexed, is hereto attached. the sum of One Hundred Dollars, with interest thereon at six per. cent. from the 23rd day of June A.D. 1886. The Plaintiff further says that he is legal owner and holder of said note, that the same is due and unpaid.

Wherefore, the Plaintiff asks Judgment against said Defendant for the sum of One Hundred Dollars, with interest at 6%, from the 23rd. Day of June A.D. 1886.

Brodrick & Mc. Campbell attys for Pltff.

The State of Ohio.
Union County, ss.: John M. Brodrick, one of the duly authorized attorneys for the above named Plaintiff being duly sworn, says that he believes the statements in the foregoing Petition to be true.

He further says that this action is founded upon a written instrument for the payment of money, which instrument is now in affiants possession. John M. Brodrick.

Subscribed by said John M. Brodrick in my presence, and sworn to by him before me, this Fifth day of January A.D. 1887.

[Seal] J. L. Burgner Clerk.

$100 00 Six months after date, for value received, we jointly and severally promise to pay to W. Russell or Bearer at their office, One Hundred Dollars with interest at the rate of 6 per. cent. per annum, on all unpaid principal and interest from date until paid; interest to be computed every year, with 5 per. cent attorney fee, if collected.

And we, or either of us, do hereby authorize and empower any attorney of any Court of Record in the State of 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 indorser hereof for the sum due on said note, with all interests and costs of Suit; said judgement to draw the rate of interest specified in note after rendition until paid. We do also hereby waive all right of appeal,

the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us and release all errors that may accrue in the rendition of said judgment and all right to sue out any writ of error: and our said attorney is hereby authorized to enter such release in said judgment. Witness our Hands and Seals this 23 day of June 1886

Dorothy Rickman. Seal. F. M. Rickman. Seal.

Endorsed: I garrentee the payment on this note.

James Cody.

Answer

William J. Strader, Plaintiff.
vs
Dorothy Rickman and F. M. Rickman Defendants.

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

5281

And now come Dorothy Rickman and F. M. Rickman the above named Defendants, by the undersigned their Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition and against the above named Defendants, for the sum of One hundred and Three Dollars and Twenty Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendant's right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived. January 5th A.D. 1887 T. B. Fulton Atty for Defts.

Entry.

William J. Strader Plaintiff.
vs
Dorothy Rickman and F. M. Rickman Defendants.

Entry.

This day came the Plaintiff by Brodrick & McCampbell, their Attorneys & thereupon came T. B. Fulton one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $103.20. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $103.20 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 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.

Attest. John Q. Burgner, Clerk.
By Nellie Rohey, Deputy.

Pleas before His Honor, John A. Price, Judge of a Court of Com

mon 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 25th day of October in the year of our Lord one thousand eight hundred and eighty six.

On the 15th day of Nov. A.D. 1886 the following petition and answer in cognovit was filed with the Clerk of the said Court. to-wit.

The State of Ohio, } Petition and Answer In cognovit
Union County ss. } In the Court of Common Pleas.

Fleck & Chapman. Partners doing business in the State of Ohio under the name of Fleck & Chapman. Plaintiffs } Petition Civil Action for Money Only.

Petition. vs

R. Ousler and H. W. Finch, Defendants.

5-208 Fleck and Chapman the above named Plaintiff say that there is due to them from said Ousler and Finch, Defendants, on a promissory note made by the Defendant, R. Ousler & H. W. Finch dated the 8th day of May A.D. 1886, which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of two hundred and Twenty eight Dollars, and 99 Cents, with Interest thereon from the 8th day of May A.D. 1886. The plaintiffs further say that they are the legal owners and holder of said note, that the same is due and unpaid and that there remains due thereon a balance of One Hundred and fifty five & 65/100 Dollars.

Whereupon, the Plaintiff ask judgement against said Defendant for the sum of one Hundred and fifty five Dollars and 65 cents, with interest from the 15th day of November A.D. 1886, at 8 per cent.

J. M. Kennedy Attys for Pltffs

The State of Ohio. } J. M. Kennedy the atty for the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiffs are a partnership doing business as above stated and that this action is upon a written instrument for the payment of money only. J. M. Kennedy.

Subscribed by J. M. Kennedy in my presence, and sworn to by him before me, this 15th day of November A.D. 1886.

[Seal] J. L. Burgner. Clerk.

$228. 99/100 Marysville, Ohio, May 8th. 1886.

Six Months after date, for value received, we or either of us, as principal debtors, promise to pay Fleck & Chapman or order Two Hundred twenty eight and 99/100 Dollars, at Marysville, Ohio with 8 per cent after date and 8 per cent after due.

And we hereby dispence with the demand of payment of this note, and authorized any attorney-at-law to appear for us or either of us, at any time after the same shall become due, in any court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgement against us, or either of us, in favor of the holder or holders of this note.

for the amount of said Note, with eight per cent. interest payable annually after the same shall become due, together with costs of suit, and release all errors, and waive all rights of appeal in this behalf.

Witness our hands and seals, this - day of 188

R. Ousler, Seal. H. W. Finch

Endorsed: Recd June 23. 1886 Ten Dollars, bal on Spring Wagon from H. W. Finch. Received Nov. 15th. 1886 Seventy two 7/100 from R. Ousler being balance due him on amt

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Petition

5203

Fleck & Chapman Partners doing business under the firm name of Fleck & Chapman

vs

R. Ousler & H. W. Finch, Defendants.

In Court of Common Pleas, Union County, ss.

Defendants' Answer.

And now come R. Ousler & H. W. Finch the above named Defendant, by the undersigned Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs' petition, and against the above named Defendant for the sum of one Hundred and fifty five Dollars and 65 cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendant's right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

November 15th A. D. 1886 A. H. Kollefrath, Atty. for Deft.

answer

5208

Entry.

Fleck & Chapman, Partners Plffs

vs

R. Ousler & H. W. Finch Defts

Entry.

This day came the Plaintiff by J. M. Kennedy Attorney, and thereupon came A. H. Kollefrath one of the attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff, as is alleged in said Plaintiffs' petition, the sum of $155 65/100. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $155-65/100 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 of per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all rights to file a petition in error are waived.

Entry.

5208

Attest. John D. Burgaer, Clerk.
By Nellie Roney, Deputy.

Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, within and for the said County of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25th day of October, in the year of our Lord, one thousand eight hundred and eighty six.

On the 4th day of Nov. A.D. 1886 the following petition and answer in cognovit was filed with the Clerk of the said Court, to-wit,

Petition and Answer in cognovit.

O. M. Lyon, Plaintiff.
vs
J. E. Tobey & A. Davis, Defendants.

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

Petition

5203

Civil Action for Money Only.

O. M. Lyon the above named Plaintiff says that there is due to him from J. E. Tobey and A. Davis Defendants, on a promissory note made by the Defendants, dated the Sixth day of April A.D. 1886, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Sixty Two Dollars, with interest thereon at eight per. cent. payable semiannually from the sixth day of April A.D. 1886. The Plaintiff further says that he is legal owner and holder of said note, that the same is due and unpaid. Whereupon, the Plaintiff asks judgment against said Defendants for the sum of One Hundred and Sixty Two Dollars, with interest as above stated from the sixth day of April A.D. 1886,

Brodrick & McCampbell attys for Pltf's.

The State of Ohio,
Union County, ss: } John M. Brodrick, 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 now absent from said county of Union.

John M. Brodrick.

Subscribed by John M. Brodrick in my presence, and sworn to by him before me, this fourth day of November A.D. 1886.

[Seal]

John L. Burgner. Clerk of Court.

$162.00

Marysville Ohio, April 6th 1886.

Six months after Date, for value received, we jointly and severally promise to pay O. M. Lyon or order, at the office of Brodrick & McCampbell, Marysville, Ohio, One Hundred and Sixty Two Dollars, with interest from date until paid at the rate of eight per. cent per. annum, payable semiannually, and eight per. cent. on all unpaid interest after said interest becomes due and payable. 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 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. J. E. Tobey {Seal}
A. Davis {Seal}

Answer
5203

O. M. Lyon, Plaintiff,
vs
J. E. Tobey & A. Davis, Defendants.

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

And now come J. E. Tobey and A. Davis the above named Defendants, by the undersigned their Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendants for the sum of One Hundred and sixty nine 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 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.
November 4th A. D. 1886. W. T. Hoops, atty. for Defts.

Petition
5218

Entry.
5203

O. M. Lyon, Plaintiff.
vs
J. E. Tobey and A. Davis, Defendants.

Entry.

This day came the Plaintiff by Brodrick & McCampbell his Attorneys and thereupon came W. T. Hoops one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in Open Court and duly 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 $169.63. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $169.63 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. John L. Burganer, Clerk.
By Nellie Roney, 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 the county of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25th day of October in the year of our Lord one thousand eight

hundred and eighty six.

On the 16th day of Nov. A.D. 1886 the following petition and answer in cognovit was filed with the Clerk of the said Court. to-wit:

Petition and Answer in Cognovit.

O. M. Scott & Bro. Plaintiffs.

vs

P. B. Adams and Lenory Adams Defendants.

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

Petition

Civil Action for Money Only.

Petition

5218

O. M. Scott & Bro the above named Plaintiffs say that there is due to them from P. B. Adams and Lenory Adams Defendants on a promissory note made by the Defendants, dated the 27th day of July A.D. 1886, which note, with the warrant of Attorney thereto annexed, is hereto attached the sum of Two hundred and Thirty nine Dollars and Thirty cents, with interest thereon at 8% per annum from the 1st day of October A.D. 1886. 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 are no credits thereon or offsets against the same.

Wherefore, the Plaintiffs ask Judgment against said Defendants for the sum of two hundred and thirty-nine Dollars and Thirty cents, with interest at 8% per annum from the 1st day of October A.D. 1886

J. H. Kinkade attfy for Pl'ffs

The State of Ohio, Union County, ss. J. H. Kinkade attorney for the above named Plaintiffs being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiffs claim is founded on a written instrument which is in his possession

J. H. Kinkade

Subscribed by J. H. Kinkade in my presence, and sworn to by him before me, this 15th day of October A.D. 1886.

[Seal]

J. D. Burgner, Clerk of Court.

$ 239 30/100

Marysville, O. July 24-1886.

October 1st. 1886 after Date, for value received, we or either of us, promise to pay O. M. Scott & Bro. or order Two Hundred Thirty Nine 30/100 Dollars, at Marysville, O., with eight per cent per annum due.

And we hereby dispense with demand payment, protest and notice of non-payment of this Note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere, and waiving the issuing 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 - per cent per annum, after the same shall become due, together with costs of suit, and release all Errors and Writs of Error, and

avaive the stay of Execution and all right of appeal in this behalf. If paid when due ten dollars off
Post Office Broadway P. B. Adams. Lenory Adams.
State O.
Endorsed; P. B. Adams and Lenory Adams. $239.30 Due Oct 1-1886. Sept 2/86 calling attention to forfeit.

Petition

Answer

5202

O. M. Scott & Bro. Plaintiffs
vs
P. B. Adams and Lenory Adams Defendants

In the Court of Common Pleas Union County, ss.
Defendants' Answer.

5213

And now come P. B. Adams and Lenory Adams the above named Defendants, by the undersigned R. L. Woodburn their Attorney, & waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiffs. the holder of the note described in Plaintiffs petition and against the above named Defendant, for the sum of Two hundred & forty one Dollars and Sixty 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 Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. Nov 15" A.D. 1886. R. L. Woodburn Atty for Deft.

Entry

5213

O. M. Scott & Bro. Plaintiffs.
vs
P. B. Adams and Lenory Adams.
Defendants.

Entry.

This day came the Plaintiff by J. H. Kinkade Attorney, and thereupon came R. L. Woodburn one of the Attorneys of Record of this Court who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of $241.$^{68}/_{100}$. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $241.$^{68}/_{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. John L. Burgner, Clerk.
By Nellie Roney, 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 Marys-

ville, within and for the county of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25th day of October in the year of our Lord one thousand eight hundred and eighty six. On the 4th day of Nov. A.D.1886 the following petition and answer in cognovit was filed with the Clerk of said Court, to-wit.

Petition

5202

Scioto Saving Bank of Ostrander. Plaintiff.
vs
J. S. Hutchinson & A.H. Mc. Campbell. Defendants.

Petition and Answer in cognovit
The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Petition.

Civil Action for Money Only.

The plaintiff says it is a corporation formed for the purpose of carrying on business in the State of Ohio, and the above named Plaintiff says that there is due to it from J.S. Hutchinson and A.H. Mc. Campbell the said Defendants, on a promissory note made by the Defendant J.S. Hutchinson and A.H. Mc. Campbell dated the 3rd. day of July A.D.1885. which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of Five Hundred & Sixty & 15/100 Dollars ($560.15) with interest thereon at 8 per cent. from the 27th day of September A.D.1886. The Plaintiff further say that it is legal owner and holder of said note, that the same is due and unpaid. That defendant paid on said note, January 19th 1886 $350. - On September 27th 1886 $150. leaving a balance due as aforesaid of $560.15 and int at 8 pr.ct. from Sept 27th 1886.

Whereupon, the Plaintiff ask judgement against said Defendant for the sum of Five Hundred and sixty and 15/100 Dollars, with interest at 8 pr.ct. from the 27th day of September A.D.1886.

Porter & Porter atty. for Pffs.

The State of Ohio, Union County, ss. J.L. Porter being sworn makes oath that he is one of the attorneys for the above named Plaintiff, that he believes the statement in the foregoing Petition to be true. He further says that this action is founded upon a written instrument for the payment of money, and is in possession of Affiant as such attorneys.

J. L. Porter.

Subscribed by J.L. Porter in my presence, and sworn to by him before me, this 4th day of November A.D.1886.

J.L. Burgner, Clerk of Court.

Due Oct. 4-85 Ostrander, O, July 3 -1885

$1000.

Ninety days after date for value received, we jointly and severally promise to pay to the Scioto Savings Bank of Ostrander, at its Banking House in Ostrander, 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 judgment in favor of said Bank for the said amount, interests,

and costs against us, or any of us, and to release all errors, and writs of error, and the rights of second trial, and the right of appeal and stay of execution.

Witness our hands and Seals this 3 day of July 1885.

Balance due June 1-86 $692.72 J. S. Hutchison [Seal]

Due Sept 27"1886 $ 560.15 A.H. Mc.Campbell [Seal]

Endorsed: Received Janry 19"1886 on the within note, Three Hundred and fifty Dollars Ex Draft on New York $350.00

Paid on the within one Hundred fifty (150) dollars Sept 27/86

Petition

Answer.

Sciota Savings Bank of Ostrander, Plff. } In Court of Common Pleas.
vs } Union County, ss.
J. S. Hutchinson & A.H. Mc.Campbell, Defts. } Defendants' Answer

And now come J. S. Hutchinson & A.H. Mc.Campbell the above named Defendants, by the undersigned L. Piper. Attorney, & waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendants, for the sum of Five Hundred and Sixty five Dollars and twenty Cents, the amount appearing due for principal and interest on said note, and also consent that Judgment be entered in the same manner against 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.

November 4" A.D. 1886. L. Piper. atty for Deft.

Entry.

Sciota Savings Bank of Ostrander } Entry.
vs
J. S. Hutchinson & A.H. Mcbampbell

This day came the Plaintiff by Porter & Porter their Attorneys and thereupon came L. Piper one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $565.20

It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $565.20 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed & with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived, and the Court further find that said J. S. Hutchinson is principal, and that said A.H. Mcbampbell is surety merely, on said note.

attest. John Q. Burgner, Clerk.
By Kellie Roney, Deputy.

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 Subdivision of the Tenth Judicial District of the State of Ohio on the 25th day of October, in the year of our Lord one thousand, eight hundred and eighty six.

On the 27th day of Oct. A.D. 1886 the following petition and answer in cognovit was filed with the Clerk of said Court, to-wit.

Petition and Answer In Cognovit.

Petition

John 2. Burgner, Plaintiff,
vs
J. W. Keller and V. J. Base, Defendants.

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

John 2. Burgner the above named Plaintiff say that there is due to him from J. W. Keller and V. J. Base, Defendants, on a promissory note made by the Defendants, J. W. Keller and V. J. Base dated the 25th. day of July A.D. 1884, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One hundred and fifty Dollars, with interest thereon 8% int. from the 25th day of July 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 are no credits on said note. Whereupon, the Plaintiff asks judgment against said Defendants for the sum of One hundred and fifty Dollars, with interest at 8% per annum, from the 25th day of July A.D. 1884.

John 2. Burgner, in person.

The State of Ohio,
Union County, ss: John 2. Burgner, the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. John 2. Burgner.

Subscribed by John 2. Burgner in my presence, and sworn to by him before me, this 27th day of October A.D. 1886.

John M. Broderick Notary Public Union Co.

$150-00

Richwood, O., July 25-1884.

On or before Oct. 1st. 1886 for value received, we promise to pay to the order of Huber Manufacturing Co. One hundred and Fifty Dollars with Interest at the rate of eight per. centum per annum at Bank of Richwood, O. and we hereby authorize any Attorney at Law to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all Errors and waive all right of appeal.

J. W. Keller. [Seal]
Velasco J. Base [Seal]

Endorsed as follows: Copy

"For the purpose of obtaining credit to the amount of the within order, I hereby certify that I own in my own name & interest in the undivided 675 acres of land in Taylor township, county of Union, State of Ohio, worth $20,000 and I own $800 worth of personal property over and above all my in-

debtedness. Velasco J. Case.
July 21 1884 V. J. Case.
For the purpose of obtaining credit to the amt of the within order I hereby certify that I own in my own name 46½ acres of land in Taylor Township, county of Union and State of O. worth $2556, with only $600 incumbrance there on. Am a single man.
J. W. Keller.

June 9/86 J. W. Keller.
With out Recourse on us. Huber Mfg. Co.
J.E. Barlow Treas.

Answer. John Q. Burgner, Plaintiff. vs J. W. Keller and V. J. Case, Defendants. In Court of Common Pleas. Union County, ss. Defendants' Answer.

5201 And now comes [J. W. Keller & V. J. Case] the above named Defendants, by the undersigned their attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendants, for the sum of One hundred and seventy seven Dollars, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants' right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.
October 27th A.D. 1886. John M. Brodrick Atty for Deft.

Entry. John Q. Burgner, Pltf. vs J. W. Keller and V. J. Case, Defendants. Entry.

5201 This day came the Plaintiff in person, and thereupon came John M. Brodrick one of the attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $177.00. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $177.00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum.
And by virtue of said warrant of attorney, all errors are released, [and all right of appeal] and all right to file a petition in error are waived.

Attest. John Q. Burgner, Clerk.
By Nellie Rovey, 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 Marys-

ville, within and for the said county of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25th day of October in the year of our Lord one thousand eight hundred and eighty six.

On the 15th day of Nov. A.D. 1886 the Petition and Answer in Foreign was filed with the Clerk of the said Court, to-wit,

Petition

$212

George W. Holland, Plaintiff. } The State of Ohio, Marion County, ss.
Against } In the Court of Common Pleas.
Enos A. Bell, Defendant. } Petition.

Plaintiff says that the Defendant, Enos A. Bell on or about the 15th day of October, A.D. 1885, executed and delivered to E. J. Clark his Promissory Note, of that date, together with a Warrant of Attorney, which promissory Note and Warrant of Attorney are hereto attached, marked "Exhibit A" and made a part of this Petition.

Said Plaintiff further says that said Promissory Note is due and unpaid; that he is the legal owner and holder thereof, and that there is still due him thereon from said Defendant the sum of One Hundred and Fifty Dollars and - Cents, with interest at the rate of 6 per centum per annum from the 15th day of October, A.D. 1885 and 8 % from Oct 1st 1886.

Wherefore, the said Plaintiff ask Judgment against the said Defendant for the sum of One Hundred and Fifty Dollars with Interest thereon at the rate of 6 per centum per annum from the 15th day of October, A.D. 1885, and 8 per cent from Oct. 1st 1886, and for Costs of Suit.

S.S. Gardiner, Plaintiff's attorney.

The State of Ohio, } affidavit
Marion County, ss } being duly sworn, says that he is the Attorney of Record of said Plaintiff; that this action is brought upon an Instrument in Writing for the payment of Money only; that said Instrument in Writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true in substance and in fact.

S.S. Gardiner.

Sworn to by S.S. Gardiner, before me, and by him subscribed in my presence, this 26th day of October A.D. 1886.

[Seal]

W.J. Rucker, Notary Public.

$150.00 Richwood Oct. 15th 1885.

On the First day of October 1886, I, we or either of us promise to pay E.J. Clark or Bearer, one hundred and fifty Dollars, at Richwood Bank for Value received, with six per cent interest before due and eight per cent after due, interest to be paid annually. and we jointly and severally hereby authorize any Attorney-at-Law, at any time after the above sum becomes due, with or without process, to appear for us in any Court of Record in the State of Ohio, and confess Judgement against us, for the amount then due hereon, with interests and costs, and to release all errors and the right of appeal. Witness our hands and Seals. Enos A. Bell Seal.

Endorsed (For the purpose of obtaining credit. I certify. That I own and have a deed in (my) (my wife's) name for - acres of land in the County of — and State of, worth, at a fair valuation. $ per acre; it is not encumbered by mortgage or otherwise, except the amount of $ and the title is perfect in me in all respects. I have stock and personal property to the amount of $ over and above all my debts and liabilities. _____)

Petition 5210

Answer. 5212.

George W. Holland, Plaintiff. against Enos A. Bell, Defendant. | The State of Ohio, Union County, ss. In the Court of Common Pleas. Answer.

By virtue of the Warrant of Attorney attached to the foregoing Petition. I. P. R. Kerr 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 George W. Holland, Plaintiff, against said Enos A. Bell, Defendant, and Waive the Issuing and Service of Process therein, and Confess a Judgment in favor of the said George W. Holland against said Enos A. Bell for the sum of One Hundred and Fifty Nine Dollars and Eighty 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.

P. R. Kerr. Defendant's Attorney.

Entry. 5212

George W. Holland vs Enos A. Bell. | Entry No. 5212

This day came the plaintiff by S. S. Gardiner, attorney, 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 defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $159.87.

It is therefore considered that said plaintiff do recover of said defendant the said sum of $159.87 so as aforesaid confessed to be due together with costs herein to be taxed and with interest to be computed at the rate of eight per centum per annum from Oct. 26th 1886. 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. John L. Burgner, Clerk.
By Nellie Kinsey, 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 25th day of

of October in the year of our Lord one thousand eight hundred and eighty six. On the 15" day of Nov. A.D. 1886 the following Petition + Answer in Cognovit was filed with the Clerk of said Court, to-wit,

Petition

1210

Bank of Richwood. Plaintiff.
Against
J. M. Hoskins & H. C. Hoskins, Defendants.

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

Plaintiff are a Company of persons formed for and now carrying on the business of private Banking at Richwood, Union County Ohio and are not incorporated. That the Defendants, on or about the 8th day of May A.D. 1885, executed and delivered to the said Plaintiffs their Promissory Note of that date, together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney are hereto attached, marked "Exhibit A", and made a part of this petition.

Said Plaintiffs further say that said Promissory Note is due and unpaid; that they are the legal owners and holders thereof, and that there is still due them thereon from said Defendants, the sum of One Hundred Dollars, with Interest at the rate of Eight per. centum per annum, from the 8" day of November, A.D. 1885. Wherefore, the said Plaintiffs ask Judgment against the said Defendants for the sum of one Hundred Dollars and — cents, with Interest thereon at the rate of Eight per centum per annum, from the 8th day of November A.D. 1885, and for costs of Suit.

S.S. Gardiner. Plaintiffs Attorney.

The State of Ohio, Union County, ss. } Affidavit

S. S. Gardiner being duly sworn, says that he is the Attorney of Record of said Plaintiffs; That this action is brought upon an Instrument in Writing for the payment of Money only; that said Instrument in Writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

S.S. Gardiner

Sworn to by said S. S. Gardiner, before me, and by him subscribed in my presence, this 15" day of November, A.D. 1886.

[Seal] W. C. Rucker. Notary Public.

"Exhibit A"

$100 Six months after date, for value received, we jointly and severally promise to pay the Bank of Richwood, at their office, one hundred Dollars, with interest at the rate of 8 per. cent. per annum, on all unpaid principal and interest, after due until paid; interest to be computed every year, with 5 per. cent attorney fee, if collected.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us or either of us, in any of said Courts, at any time after the above note becomes due, and confess judgement thereon, against us, or either of us, in favor of the payee or endorser hereof, for the sum due

said note, with all interests and costs of suit; said judgment to draw the rate of interest specified in note, after rendition until paid. We do also hereby waive all right of appeal, the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may accrue in the rendition of said judgment and all right to sue out any writ of error; and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our Hands and Seals
this 8 day of May 1885
Executed J. M. Hockins #100

J. M. Hockins. [Seal.]
H. B. Hockins [Seal]
Nov 8 - 85

Petition
5211

Bank of Richwood, Plaintiff.
Against
J. M. Hockins & H. B. Hockins Defendants.

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

Answer
5-210

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, Jas S. Mc. Campbell an Attorney at Law in the several Courts of Record in the State of Ohio, hereby Enter an Appearance for the said Defendant, at the suit of Bank of Richwood, Plaintiff, against said J. M. Hockins and H. B. Hockins, Defendants, and Waive the Issuing and Service of Process therein, and Confess a Judgment in favor of the said Bank of Richwood against said J. M. Hockins and H. B. Hockins for the sum of one Hundred and eight Dollars and Ten Cents, Damages, being the Amount appearing due for Principal and Interest on said Promissory Note, and also for Costs of Suit, and I do hereby Release all Errors, and Waive all Right of Appeal.

Jas. S. Mc. Campbell Defendants Attorney.

Bank of Richwood,
vs
J. M. Hockins and H. B. Hockins.

Entry.

Entry.
5-210

This day came the plaintiff by S. S. Gardiner Attorney and thereupon came J. S. Mc. Campbell one of the Attorneys of Record of this Court who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly 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 #108.10 It is therefore considered that said plaintiff do recover of said Defts the said sum of #108.10 so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8% per 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. John D. Burgner Clerk.
By Nellie Roney Deputy.

Pleas before His Honor, John A. Price, Judge of a Court of Com-

mon Pleas begun and held at the Court House in the town of Marysville with in and for the county of Union of the Third Subdivision of the Fourth Judicial District of the State of Ohio, on the 25th day of October in the year of our Lord one thousand eight hundred and eighty six.

On the 15th day of Nov. A.D. 1886 the following Petition and answer in cognovit was filed with the Clerk of the said Court, to-wit.

The Citizens National Bank Plaintiff.
against
C. J. Larcom, Defendant.

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

Petition.

Petition

5211

Plaintiff is a corporation duly incorporated under the National Banking laws of the United States and located at Galion, Crawford County Ohio — that the Defendant, on or about the 17th day of October A. D. 1884, executed and delivered to Squire & Homer, a firm doing business at Galion, Ohio, 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 it is the legal owner and holder thereof, and that there is still due it thereon from said Defendant, the sum of Two Hundred Dollars and — cents, with interest at the rate of Eight per centum per annum, from the 17th day of October, A. D. 1884. Wherefore the said Plaintiff asks judgment against the said Defendant for the sum of two hundred Dollars and — cents, with interest thereon at the rate of Eight per centum per annum, from the 17th day of October, A. D. 1884 and for costs of Suit. S. S. Gardiner Plaintiff's Atty.

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

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

S. S. Gardiner.

Sworn to by said S. S. Gardiner, before me, and by him subscribed in my presence, this 15th day of November A. D. 1886. [Seal]

W. J. Rucker, Notary Public.

"Exhibit A."

$ 200. Richwood Oct. 17th 1884.

On or before Apr. 1st. 1886 after date, for value received I promise to pay to the Order of Squire & Homer, of Galion, Ohio, Two Hundred 00/100 Dollars, with interest at the rate of Eight per cent. per annum, payable annually at Richwood Deposit Bank, (Richwood O.) and I hereby authorize any Attorney-at-Law of any Court of Record, at any time after the above note becomes due, to appear for me in any Court of Record, or before any Justice of the Peace of the United States and confess a judgment for the said

amount, interest and costs, in favor of the payee or indorsee hereof, and to release all errors which may accrue in the rendition of such judgment. And I also release the right of appeal, the stay of execution and the power and privilege to hold exempt from execution, any personal or real property belonging to me at and after the date of such judgment; and said attorney is hereby authorized to enter such release in said judgement.

B. J. Larcom. [Seal].

Endorsed: Squire & Hower.

Petition No 5217

The Citizens National Bank, Plaintiff, Against B J. Larcom, Defendant. } The State of Ohio, Union Co. ss. In the Court of Common Pleas. Answer.

Answer 5-211

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, Jas. S. Mc. Campbell an Attorney at Law in the several Courts of Record in the State of Ohio, hereby Enter an appearance for the said Defendant, at the suit of The Citizens National Bank. Plaintiff, against said B. J. Larcom, Defendant, and Waive the Issuing and Service of Process thereon, and confess a Judgment in favor of the said The Citizens National Bank against said B. J. Larcom for the sum of Two hundred & Thirty Four Dollars, and Sixty two cents, Damages, being the amount appearing due for Principal and Interest on said Promissory Note, and also for Costs of Suit, and I do hereby Release all Errors, and waive all Right of appeal.

Jas. S. Mc Campbell, Defendant's attorney.

The Citizens National Bank. vs B. J. Larcom. } Entry.

Entry. 5-211

This day came the plaintiff by S. Hardizer, its attorney, and thereupon came Jas. S. Mc. Campbell one of the Attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed and now produced in open Court and duly proved, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $234 62/100

It is therefore considered that said plaintiff do recover of said defendant the said sum of $234 62/100 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. John L. Bygraves, Clerk
By Nellie Robey Deputy.

Praecipe. No. 5217

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 25th day of October in the year of our Lord one thousand eight hundred and eighty six.

On the 7th day of Dec. A.D. 1886 the following Petition was filed with the Clerk of the said Court, to-wit

Petition

No 5217

William C. Winget, Plaintiff,
Against
Solomon Fish, Defendant

Court of Common Pleas.
Union County, ss:
Petition.

The plaintiff says:

1.—That this action is founded upon a promissory note for the unconditional payment of money only, of which the following is a copy, with the credits thereon, to-wit:

"Four months after date I promise to pay Wm C. Winget or order one hundred and twenty-three dollars with interest from date for value received.

Aug. 27/70 Solomon Fish.

2. The following are the credits on said note:

$27.00 Paid on the within twenty seven dollars. Feb 7th/71

$10.00 Paid on the within ten dollars. Aug 17/71

$35.00 Paid on the within thirty five dollars Jan 3/72 leaving a balance at said last payment of $59.45: but which amounts to $112.65 at the date of filing this petition.

There is therefore due to plaintiff from defendant on said promissory note the sum of Fifty nine 45/100 dollars with interest to be added from the 3rd day of January 1872

The plaintiff therefore prays judgement against the defendant upon said promissory note for the sum of $59.45 with interest from the 3rd day of January A.D. 1872 and for other proper relief. Porter & Porter, Attorneys for Plaintiff

State of Ohio,
Union County, ss

E. W. Porter being duly sworn makes oath that he is one of the attorneys for the plaintiff in this action, duly authorized in the premises. That this action is founded upon a written instrument for the payment of money, and such instrument is in the possession of affiant as such attorney. Affiant further makes oath that the facts stated in the foregoing petition are true as he believes.

E. W. Porter.

Sworn to by E. W. Porter before me, and signed by him in my presence this 3rd day of December A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Praecipe.

No. 5217

To the Clerk: Issue a summons against the defendant, Solomon Fish, returnable according to law.

Indorse "Amt. claimed $59.45 with interest at 6 per cent. from the 3rd day of Jan. 1872" Porter & Porter. Attys for Plaintiff.

afterward, on the 4th day of Dec. A.D. 1886 the following summons was issued by the Clerk of said Court which reads as follows, to-wit:

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

To the Sheriff of the County of Union. Greeting:

We command you to notify Solomon Fish that he has been sued by William B. Winget in the Court of Common Pleas of Union County and that unless he answers by the 1st. day of January, A.D. 1886 the petition of said plaintiff against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 13th day of December A.D. 1886. Witness my hand and the seal of said Court, this 4th day of Dec. A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Endorsed: In action for Money only. Amount claimed $89.75 with 6% int. from the 3rd. day of Jan. 1872. Porter & Porter Pffs Attys.

Said Writ returned and filed Dec. 13th A.D. 1886 endorsed as follows: to-wit,

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

Received this Writ Dec. 4 A.D. 1886, at 12 o'clock M. and pursuant to its command, on the 10th day of Dec. A.D. 1886, I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendant Solomon Fish

Service 30 Mileage 1.20 Copy .20 Return .70 #1.70

M. Hopkins, Sheriff.

Afterward, on the 5th day of Jan. A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

Entry. William B. Winget } Entry.
vs
Solomon Fish } No 5217

This day came the plaintiff, and the said defendant Solomon Fish still failing to answer or demur to plaintiff's petition, and the Court being fully advised in the premises do find that the said Solomon Fish is indebted to the said William Winget in the sum of One hundred and twelve and 95/100 Dollars [$112.95] as the plaintiff has alleged in his petition. It is therefore considered and adjudged that the said William Winget recover of said Solomon Fish said sum of $112.95. So as aforesaid found due, and also his costs in this behalf expended taxed at — dollars.

attest. John L. Burgner. Clerk
By Nellie Roney. Deputy.

Petition No 5192

Praecipe

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 said County of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 25th day of October in the year of our Lord One thousand eight hundred and eighty six. Heretofore, to-wit, on the 12th day of October A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Petition

No. 5192

J. L. Southard, Plaintiff,
vs
Samuel M. Watson, J. E. Finley and George Boder, Defendants.

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

And now comes the said plaintiff, J. L. Southard and for cause of action herein, against the said defendants, says, that, on the 4th day of August 1885, the said defendants executed & delivered to him their promissory note of which the following is a copy;

$425.00 Marysville, O. Aug. 4th 1885.

"One year after date we or either of us promise to pay to the order of J. L. Southard the sum of Four Hundred and Twenty-five Dollars with eight per. cent. interest from date. For value received." Samuel M. Watson. J. E. Finley. George Boder.

That the following is the only endorsement on said note.

"Received on the within note $28.00 Feb. 25th 1886."

Said plaintiff further says that no other or further payments have been made on said note and that there is now due and owing to plaintiff thereon the sum of Four Hundred and Seventy-five Dollars with eight per. cent interest thereon from the said 4th day of August 1885, subject to said credit of $28.00 February 25th 1886, for which sum and interest, the said plaintiff asks a judgment against the said defendants.

T. B. Fulton. atty. for Plaintiff.

The State of Ohio,
Union County. ss. } T. B. Fulton, being first duly sworn according to law, says, that he is the attorney for the Plaintiff duly authorized in the premises that this action is founded upon a written instrument for the payment of money only and that said instrument is now in the hands of affiant, and 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 12th day of October 1886.

J. L. Burgner. Clerk.

Praecipe

To Clerk:

Issue Summons for the defendants to sheriff of Union County, Ohio, returnable according to law.

Indorse Account claimed $425-00 with 8 per. cent. interest from August 4th 1885 subject to a credit of $28.00 Feb. 25th 1886.

T. B Fulton, Attorney for Plff.

Afterward, on the 12th day of Oct. A.D.1886 the following Summons was issued by the Clerk of said Court which reads as follows, to-wit.

Subpoenas in Action for Money Only.

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

Summons. We command you to notify Samuel N. Watson, J. E. Finley and George Coder that they have been sued by J. Q. Southard in
Os 5192 the Court of Common Pleas of Union County, and that unless they answer by the 13th day of November A.D.1886, the petition of said J.Q. Southard against them filed in the Clerk's office of said Court, such petition will be taken as true, and Judgement rendered accordingly. You will make due return of this summons on the 25th day of Oct. A.D.1886. Witness my hand and the Seal of said Court, this 12th day of Oct. A.D.1886 at Marysville O. [Seal] J. Q. Burgner, Clerk.

Endorsed Amount claimed $425.00 and interest as follows at 8 per cent.: On $ from Aug 4th 1885 subject to a credit of $28.00 Feb 5th 1886. L. B. Sutton Plff's atty.

Petition No. 5783

Said Writ returned and filed Oct. 25th A.D.1886 endorsed as follows, to-wit

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

Sheriff's Return No 5792 Received this Writ Oct 12th A.D.1886 at 2 o'clock P.M. And pursuant to its command, on the 23rd day of Oct. A.D.1886, I served the same by leaving at the usual place of residence of the within named defendant Saml. N. Watson a true copy of this summons with the endorsements thereon and by handing a true copy of this summons with the endorsements thereon to the within named defendants J.E. Finley and Geo. Coder. Service .60 Mileage 1.20 Copy .60 Total $2.40
M. Hopkins

Afterward, on the 17th day of Nov. A.D.1886 the following Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit;

Entry. J. Q. Southard vs Saml. N. Watson et al } Entry.

No 5-192 This day this cause came on to be heard the defendant, the defendants, though duly served with a summons herein, having failed 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 finds the allegations of the petition are true, and that there is due to the plaintiff from the defendant Samuel N. Watson as principal and J. E. Finley and George Coder as sureties the sum of Four Hundred and thirty five 82/100 Dollars, interest being computed to the first day of this Term and that said amount should draw interest from the first day of the term at eight per. cent. It is therefore considered

and adjudged that said plaintiff recover of the said Samuel A. Watson as principal and L. E. Finley and George Bader as sureties the said sum of $35-82 with interest as aforesaid and his costs herein taxed at $— and that defendant pay their own costs taxed at $ for all of which execution is awarded.

attest. John L. Burgner Clerk.
By Nellie Rohrer, 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 Fourth Judicial District of the State of Ohio, on the 25th day of October in the year of our Lord, one Thousand, eight hundred and eighty-six. Heretofore to-wit, on the 4th day of Oct. A.D. 1886 the following petition was filed with the Clerk of the said Court, which reads as follows, to-wit.

Edwin O. Arrison, Plaintiff.
vs
Libbie Baldwin, Deft.

Petition

No. 5783

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

The Plaintiff for cause of action herein against the said defendant says that on or about the 4th day of September A.D. 1884, the said Defendant who was then Libbie Legg and the wife of one L. M. Legg since deceased, together with the said L. M. Legg made executed and delivered to Dr. W. D. Steen their certain promissory note of that date, whereby she promised to pay to the order of the said Dr. W. D. Steen, One hundred and twenty-five Dollars with interest at six per cent from the date thereof, a copy of which note is hereto attached marked "A". That for a valuable consideration to him paid by plaintiff and long before the maturity of said note the said Dr. W. D. Steen sold assigned and endorsed the said note and delivered the same to this plaintiff who is now the owner and holder thereof. That since the making and delivery of said note as aforesaid the said defendant L. M. Legg has died and the said Libbie Legg has married one L. S. Baldwin, and her name is now Libbie Baldwin. That said note is due. That no payments have been made thereon and there is now due to plaintiff from the said defendant by reason thereof the sum of one hundred and twenty five dollars with interest thereon from September 4th A.D. 1884 at 6 per cent. per annum, for which said sum and interest and costs of suit plaintiff prays Judgement against the said defendant.

By John M. Sowers
Attorney for Plaintiff.

The State of Ohio,
Licking County, ss. Edwin O. Arrison being first duly sworn says that the facts and allegations stated in the foregoing petition are true as he verily believes.

Edwin Oscar Arrison

Subscribed in my presence and sworn to before me this 1st day of October A.D. 1886. Thos F. Lemox, Clerk. Common Pleas

Court, Licking County, O. [Seal]
" $ 125-00/100. "a." Dutville, Ohio. Sept 4-1884."
One year or less, after date we promise to pay to the order
of Dr. W. D Steen. One Hundred and twenty five Dollars, at six per
cent interest from date. "Value received. Libbie Legg "
"L.M. Legg"

Endorsed: "Dr. W. D. Steen."
To Clerk:
Issue Summons to sheriff of Union County, Ohio
Praecipe for Deft. Endorse: Amount claimed $125-00 with 6% int from Sept.
No 5183 4" 1884. John M. Swartz. atty for Plff.

Afterward, on the 4" day of Oct. A.D. 1886 the following Summons was issued by the Clerk of the said Court, to-wit:

Summons. The State of Ohio. } Summons in Action for Money Only.
Union County. ss. } To the Sheriff of the County of Union, Greeting.
No. 5-183 We command you to notify Libbie Baldwin that she has been sued by Edwin O. Arrison in the Court of Common Pleas of Union County, and that unless she answers by the 6th day of Nov. A.D. 1886 the petition of said Edwin O. Arrison 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 18" day of Oct. A.D. 1886. Witness my hand and the seal of said Court, this 4" day of Oct. A.D. 1886 at Marysville, Ohio.
[Seal] J. D. Burgner, Clerk.
Endorsed: Amount Claimed, $125-00 and interest as follows
at 6 per cent: On $125 00 from Sept 4th 1884. John M Swartz. Plff's atty.

Said Writ returned and filed Oct 18" A.D. 1886 endorsed as follows, to-wit:

Sheriff's Return. The State of Ohio. } Sheriffs Return
Union County, ss. }
No. 5-183 Received this Writ Oct. 4" A.D. 1886 at 2 o'clock P.M. and pursuant to its command, on the 11" day of Oct. A.D. 1886, I served the same by handing a true copy of this Summons with the endorsements thereon to the within named defendant Libbie Baldwin.
Service .30 Mileage 1.18 Copy .20 Total $1.52
M. Hopkins. Sheriff.

Afterward, on the 19" day of Nov. A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court which reads as follows, to-wit:

Entry. Edwin O. Arrison. Plaintiff. } Entry.
vs
No. 5-183 Libbie Baldwin. Defendant. } This day this cause came on to be heard upon the petition, the defendant, though duly served with a summons herein, having failed 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 finds

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that there is due to the plaintiff from the defendant upon the note set out in the petition the sum of One hundred and forty one and $\frac{06}{100}$ Dollars, interest being computed to the 1st day of the present term of this Court. It is therefore considered and adjudged that the said plaintiff recover of the said defendant said sum of $141.06 and his costs taxed at $— and that defendant pay her own costs taxed at $- for all of which execution is awarded.

attest. John L. Bergner. Clerk.

Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 25th day of October, in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 9th day of Oct. A.D. 1886 the following Petition was filed with the Clerk of the said Court which reads as follows, to-wit:

Joseph W. Cartmell and John W. Clark doing business under the firm name and Style of Cartmell & Clark. Plaintiffs. vs J.S. Baldwin. Defendant.

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

Petition No 5190

Plaintiffs say: They are associated in and doing business as dealers in Marble & Stone as makers of Monuments & bases for same in Marysville in the County of Union. Under firm name and Style of Cartmell & Clark.

That this their Action is founded upon a promissory note of which the following is a copy:

"120\frac{00}{100}$ Broadway O., May 28, 1885.

"One year after date I promise to pay to the order of Cartmell "and Clark one hundred and twenty $\frac{00}{100}$ Dollars at 8% interest per "annum. Value received. J.S. Baldwin.

"Due May 28th 1886"

There are no credits on said note. There is due from the defendant to the plaintiffs on said note the sum of one hundred and twenty Dollars which they claim with interest from May 28th 1885 at rate of Eight per cent per annum and for which they ask judgment. Cartmell & Clark. By Robinson & Piper their Att'ys

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 Cartmell & Clark duly authorized in the premises, that the above pleading of Cartmell & Clark is founded upon a written instrument for payment of Money only and is now in possession of this affiant and that facts stated and allegations in foregoing pleading of Cartmell & Clark 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 October A.D. 1886.
[Seal] J. Q. Burgner, Clerk.

Praecipe No. 5190

To Clerk:

Issue summons upon the foregoing petition of Bartanell & Clark directed to Sheriff of Union County, Ohio, returnable according to law. Endorse Amount claimed one hundred and twenty Dollars with interest at Eight per cent (8%) per annum from May 28-1886.

Robinson & Piper, attys for Bartanell & Clark.

Afterward, on the 9th day of Oct. A.D. 1886 a Summons was issued by the Clerk of said Court which reads as follows, to-wit.

Summons No. 5190

The State of Ohio, Union County, ss. } Summons in Action for Money Only.

To the Sheriff of the County of Union, Greeting:

We Command you to notify J. S. Baldwin that he has been sued by Bartanell & Clark in the Court of Common Pleas of Union County, and that unless he answers by the 6th day of Nov. A.D. 1886 the petition of said Bartanell & Clark against him filed in the Clerk's office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 18th day of Oct. A.D. 1886. Witness my hand and the Seal of said Court this 9th day of Oct. A.D. 1886 at Marysville, O.

[Seal] J. Q. Burgner, Clerk.

Endorsed: Amount claimed $120.00 and interest as follows, at 8 per cent: On $— from May 28th, 1886.

Robinson & Piper, Pltf's Atty.

Said Writ returned and filed Oct 18 A.D. 1886 endorsed as follows, to-wit:

Sheriff's Return No. 5190

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

Received this Writ Oct 9th A.D. 1886 at 2 o'clock P.M. And pursuant to its command, on the 11th day of October A.D. 1886, I served the same by handing a true copy of this Summons with the endorsements thereon to the within named defendant, J. S. Baldwin. Service .30 Mileage 1.28 Copy .20 Total 1.78

M. Hopkins, Sheriff.

Afterward, on the 20th day of Nov. A.D. 1886 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry. No. 5190

Bartanell & Clark vs J. S. Baldwin } Money only.

Now comes the plaintiffs by their attorneys & the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true and that he is indebted to the plaintiffs in the sum

of one hundred thirty four & 43/100 Dollars ($134 43/100) with interest at 8% per annum. from this date Nov. 20th 1886.

It is therefore considered by the Court that said plaintiffs Cartwell & Clark recover from the defendant J.S. Baldwin the said sum of one hundred and thirty four and 43/100 Dollars ($134.43/100) with 8% of interest from Nov. 20th 1886 and their costs herein expended taxed to $ —

Attest. John L. Burgner, Clerk.
By Nellie Roney. 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 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit on the 28th day of Aug. A.D. 1886 the following Petition was filed with the Clerk of the said Court, to-wit:

L. D. Wright, Plaintiff.
Against
William S. Chandler 2nd
James J. Hamilton, Defendants.

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

Petition
No. 5155

The plaintiff says: That his action is founded upon a promissory note for the unconditional payment of money only. of which the following is a copy:

$140.00 Aug. 24th 1885.

"One year after date we promise to pay to the order "of F.M. Hornbeck, One hundred and forty dollars, with int. "at 6% from date. Value received. William S. Chandler "James Hamilton."

Indorsed: "F.M. Hornbeck."

There are no credits or other indorsements thereon. Plaintiff purchased said note before due for a full, fair and valuable consideration and he is now the legal owner and holder thereof. There is due from said defendants to said plaintiff on said note the sum of One hundred and Forty Dollars with six per cent. interest thereon from August 24th 1885, for which sum and interest plaintiff asks judgment.

Brodrick & Mc. Campbell. Attorneys for Plaintiff.

The State of Ohio.
County of Union, ss. Jas. S. Mc. Campbell being sworn makes oath that he is one of the duly authorized attorneys for said plaintiff herein, that this action is founded upon a written instrument for the payment of money only, which instrument is now in affiants possession, and that the facts stated in the foregoing petition are, as affiant believes, true.

Jas. S. Mc. Campbell.

Sworn to by the said Jas. S. Mc. Campbell before me and signed by him in my presence this 28th day of August A.D. 1886

J. D. Burgner Clerk.

Praecipe. Clerk: Issue Summons to Sheriff of Union County. Ohio for the defendant James Hamilton and to the Sheriff of Delaware County Ohio: for the defendant William S. Chandler. returnable according to law. Indorse. "action for Money only. Amount claimed $140.00 @ 6% from Aug. 27 "85"

Brodrick & McCampbell, Attorneys for Plaintiff

Waiver of Summons. We. William S. Chandler and James Hamilton, defendants. do hereby waive the issuing and service of summons on us in this cause, and do enter our appearance therein this 28th day of August A. D. 1886.

William S. Chandler.
James Hamilton.

Afterward, on the 25th day of October A.D. 1886 an Entry was made on the Journal by the Clerk of the said Court which reads as follows, to-wit:

Journal Entry. No 5155

L. D. Wright. Plff.
vs
William S. Chandler
& James Hamilton. Defts

In Court of Common Pleas. Union County Ohio. Case No. 5155
Journal Entry.

Now comes the plaintiff, by his attorneys, and the Defendants being in default for answer and demurrer, the Court find the Allegations of the Petition are confessed by them to be true, and that they are indebted to plaintiff in the sum of $149.82/100, with interest thereon at 6% from October 25th 1886.

It is therefore considered by the Court that the said plaintiff recover from the said defendants, the said sum of $149.82/100 with interest at 6% from Oct. 25th. 1886, and his costs herein expended.

Attest. John D. Burgner, Clerk.
By Nellie Rooney, 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 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, on the 28th day of Sept. A.D. 1886 the following Petition was filed with the Clerk of the said Court, To-wit:

Petition No. 5177

Osborn, Solomon & Co. Plaintiff
vs
Spencer W. Wade Defendant

In the Court of Com. Pleas. Union Co. Ohio.
Case No 5177
Action on Promissory Note.
Petition.

Plaintiff is a partnership formed for the purpose of carrying on business in the State of Ohio. Plaintiff says that this its cause of action is founded upon a promissory note of which the following is a copy, to-wit: -

$128.72/100 East Liberty, July 26th 1886

Thirty days after date I promise to pay to the order

Praecipe No. 5177 to Sher

affidavit No. 5177

affidavit of said Osbor

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of Osborn, Solomon & Co. One hundred and twenty eight 72/100 Dollars at Peoples Bank, Bellefontaine. Value received & per ct after due."
(Signed) Spencer Mc. Wade.

Said note is indorsed as follows, viz: "Osborn, Solomon & Co."
There are no credits or other indorsements thereon.

Plaintiff further says that on the 28th day of August, 1886, it caused a proper demand to be made for the payment of said note, by presentment thereof, at said Peoples Bank, which demand was refused: whereupon said note was duly protested for non payment, and protest fees and charges incurred in the sum of one 20/100 dollars, which said fees and charges Plaintiff paid.

Plaintiff says there is due and unpaid on said note the sum of $130 07/100, with interest on $128 72/100 thereof at 8 per cent. from August 26th. 1886. Wherefore Plaintiff prays judgment against said Defendant, for the sum and interest last aforesaid with his costs. Pottschall & Brown and
Brodrick & Mc Campbell. Attys for Plaintiff.

The State of Ohio,
Union County, ss. } Jas. S. Mc. Campbell, being duly sworn on his oath says, he is one of the Attorneys for Plaintiff in the above entitled action, duly authorized; That said action is founded on a written instrument for the payment of money only; That said instrument of writing is now in affiants possession; and that the facts stated in the foregoing petition are true, as affiant verily believes.

Jas. S. Mc Campbell.

Sworn to and subscribed by Jas S. Mc. Campbell in my presence this 27th day of September A. D. 1886.
[Seal] J. L. Burgner, Clerk of Common Pleas.

Praecipe — To Clerk of Common Pleas;
No 5177 — Issue Writ of Attachment in this case directed to Sheriff of Union County, Ohio.
Pottschall & Brown & Brodrick & Mc Campbell.
Attys for Plff.

Afterward, on the 28th day of Sept. A. D. 1886 the following affidavit for Publication & attachment was filed with the Clerk of said Court which reads as follows, to-wit:

affidavit — Osborn, Solomon & Co., Plff. } In Court of Common Pleas, Union Co. O.
vs } Action on Promissory Note
No 5177 — Spencer Mc Wade, Deft. } Affidavit for Publication and Attachment. The State of Ohio, Union County, ss.

Jas. S. Mc. Campbell, being first duly sworn, says he is one of the Attorneys for Plaintiff in the above entitled action.

Affiant further says that service of summons cannot be made on said defendant Spencer Mc. Wade in the State of Ohio, he being a non resident thereof, and absent therefrom; and that said cause is one of those mentioned in Section No. 5048 of the Revised Statutes of Ohio. Affiant says further that

said said action is founded upon a promissory note on which said Spencer Mc. Wade, Defendant, is maker, and that Plaintiffs' claim on said note in the action aforesaid is just.

Affiant says he believes said Plaintiff ought to recover the Sum of $130 04/100, with Interest on $120 70/100 thereof at eight per cent from August 26" 1886.

Affiant says that said defendant, Spencer Mc. Wade, is a non-resident of the state of Ohio and that Defendant's exact residence is unknown to affiant and further saith not.

Jas. S. Mc. Campbell.

Subscribed and sworn to before me by said Jas. S. Mc-Campbell this 28" day of September A.D. 1886.

[Seal] J. L. Burgner Clerk.

Afterward, on the 28" day of September A.D. 1886 an Order of Attachment was issued by the Clerk of said Court which reads as follows - to wit:

Attachment — The State of Ohio, Union County. } Court of Common Pleas of Union County.

No 5177 — Osborn Solomon & Co., Plaintiffs vs Spencer Mc Wade, Defendant. } To the Sheriff of Union County.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights credits, moneys, and effects of the defendant Spencer Mc. Wade not exempt by law from being applied to the payment of the claims of the plaintiffs Osborn Solomon & Co or so much thereof as will satisfy their claim for the sum of One hundred and thirty and 04/100 Dollars and also for Fifty Dollars the probable cost of this action. You will make due return of this order on the 11th day of October A.D. 1886.

Witness my hand and seal of said Court, this 28th day of September, A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Garnishee. Amt Sworn to $130 04 Probable Costs $50.00 Brodrick & Mc. Campbell. Pltffs Atty

Sheriff's Return — Office Sheriff, Union County, Ohio. Oct 11th A.D. 1886.

Received this order on the 28th day of September A.D. 1886, and agreeably to the command thereof, I did, on the 29th day of September A.D. 1886 in the presence of Dwight Webb and F. Mc. Elroy two freeholders of said County attach the property described in the Schedule marked "A." hereto attached and made part of this Return, and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement as will fully appear by reference to said Schedule "A." Service .30 Mileage 1.92. Instr. Appr'k & Swearing Appr's 1.20, Inventory & Appr'l 1.80. Conveying Appr. 1.00 Total $5.42 Appraiser's Fees 3.00

M. Hopkins. Sheriff Union Co. O.

Proof of Publication — No 5177 — notice

Schedule "A".

We M Hopkins, Sheriff of Union County, and Dwight Webb and Z McIlroy two freeholders of said County do truly inventory and appraise the property attached under the foregoing order, as the property of Spencer McWade and hereinafter described as follows, viz:

Situate in the County of Union and State of Ohio and in T. M. District. Part of Survey No 12308 and bounded and described as follows, viz: Beginning at a stake in the Westerly line of Lot No 6 of the subdivision of said survey No 12308 with Westerly corner to a tract of land containing 29 acres conveyed by Samuel Gibson to J. & Reuben Sept 1st 1880: Thence with the Northerly line of said tract N 52¼° E 104 76/100 poles to a stake northeasterly corner to same: Thence with the Easterly line of said tract S 35¾° E 50 40/100 poles to a stake corner to said tract in the southerly line of said Lot No 6: Thence with said line N 52¼° E. 35 25/100 poles to a stake (witnessed by 3 ashes) southeasterly corner to said Lot No 6 in the Easterly line of said survey No 12308: Thence with said line N 35¾° W 13 67 72/100 poles to a stake witnessed by a Lynn Oak, Beech and Hickory) Northeastely corner to said Lot No 6: Thence with the northerly line of the same S 52¼° W 140 67/100 poles to a stake (Witnessed by a Lynn Ironwood and Dogwood) Northeasterly line of the Same S 35¾° 87 10/100 poles to the beginning containing 87 acres except thirty six acres as the Dower right or life Estate of Martha Gibson (the widow of William Gibson Deceased) being the same assigned to her by the Court of Common Pleas of Union County Ohio leaving 51 acres sold to Spencer McWade

Appraised at Forty Dollars pr acre. Given under our hands this 29th day of September A.D. 1886.

W. Hopkins Sheriff
Dwight Webb, Z McIlroy.

Afterward, on the 5th day of Jan A.D. 1887 the following

Proof of Publication.

Proof of Publication was filed with the Clerk of said Court, to-wit:

No 5177

Legal Notice.

Spencer Mc. Wade whose residence is unknown, will take notice that on Sept. 28th, 1886, Osborn, Solomon & Co. filed their petition in the Court of Common Pleas of Union County Ohio, in case No 5177, against said Spencer Mc. Wade, in the sum of $30.04 with interest on $28.79 thereof at 8 per cent from Aug. 26th 1886; said amount being claimed in said petition as due the said Osborn, Solomon & Co. from the said Spencer Mc. Wade, as maker on a promissory note, made for the sum of $28.79 at 8 per cent. interest, and due in 30 days from the date thereof.

Said Spencer Mc Wade will also take notice that on Sept 28th 1886, a writ of attachment in the case aforesaid, issued out of said Court for the sum aforesaid, and was levied on the following described real estate as the property of said Spencer Mc. Wade, to-wit: Situated in the County of Union and State of

Ohio and in Virginia Military District, part of survey No. 12308 and bounded and described as follows, viz: Beginning at a stake in the westerly line of lot No. 6 of the subdivision of said survey No 12308, with westerly corner to a tract of land containing 29 acres, conveyed to Samuel Gibson to J. S. Kibler, Sept 1st 1880; thence with the northerly line of said tract north 5-2¼°, east 104 76/100 poles to a stake northeasterly corner to the same. Thence with the easterly line of said tract, south 35 ¼° east 50 70/100 poles to a stake, corner to said tract in the southerly line of said lot No. 6, Thence with the said line north 5-2¼° east 35-28/100 poles to a stake (witnessed by three ashes), southeasterly corner to said lot No. 6 in the easterly line of said survey No. 12308; thence with the said line north 35 ¼°, west 137 50/100 poles to a stake (witnessed by a lynn and oak, beech and hickory); northeasterly corner to said lot No. 6; thence with the northerly line of the same, south 5-2¼°, west 140 44/100 poles to a stake (witnessed by a lynn, iron wood and dogwood), northwesterly line of the same; thence south 35 ¼°, 87 80/100 poles to the beginning, containing 87 acres, except 36 acres as the dower right or life estate of Martha Gibson (the widow of William Gibson deceased), being the same assigned to her, by the Court of Common Pleas of Union County, Ohio; leaving 51 acres sold to Spencer G. McWade.

Said Spencer Mc. Wade is required to answer on or before Nov. 27th, 1886, or judgment may be taken against him.

Pottschall & Brown, and Brodrick & McCampbell, Attorneys for Plaintiff. Oct 6, 1886-6 w. fpfee $2.

Petition

No 5-189

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 October 6, 1886. W. O. Shearer.

Sworn to and subscribed before me, this 5th day of Jan 1887 J. L. Burgner. Clerk.

Afterward, on the 5th day of Jan A. D. 1887 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry

No 5-177

Osborn Solomon & Co. } In Union Common Pleas, Ohio.
vs } Case No 5-177
Spencer Mc. Wade. } Journal Entry

Now comes the Plaintiffs by their attorney, and the Defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to plaintiffs in the sum of $133 74/100.

It is therefore considered by the Court that the said plaintiffs recover from the said Defendant the said sum of $133 74/100, and his costs herein expended. And it is further ordered by

the Court, on motion of the said Plaintiff, that the Sheriff of said county, proceed, as upon execution, to advertise and sell the real estate heretofore attached in this action, or so much thereof as will satisfy the judgment and costs aforesaid, and that he report his proceedings to this court for confirmation.

Brodrick & McCampbell. Attys for Plff.

attest. John L. Burgner, Clerk.
By Nellie Roney. 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 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 9th day of Oct. A.D. 1886 the following Petition was filed with the Clerk of the said Court, to-wit.

Court of Common Pleas,
Union County, Ohio.

Edward Adams, Plaintiff.
Against
Geo. B. Wilcox and L.H. Wilcox, Defendants. } Petition.

Petition

No 5-189

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 with the credits thereon to-wit =

" $200.00 April 3th 1886.

" Two months after date I promise to pay to the or-
"der of Edward Adams Two hundred Dollars at 8 per cent.
"Int. Value received. Geo. B. Wilcox.
"No 5 Due June 3-1886 L.H. Wilcox. security.

There is a credit on said note as follows = June 3th 1886, Received on the within seventy five Dollars 75-66/100" No other payment has been made on said note.

There is now due to the plaintiff from the defendants on said promissory note the sum of One hundred and seventy-seven and 66/100 Dollars, with interest at eight per cent from the 3th day of June 1886. The said L.H. Wilcox is the wife of said Geo. B. Wilcox and is the owner of a large amount of property both real and personal, and in executing the said promissory note jointly with her husband she thereby intended to charge, and did charge all of her said property with the payment of said note.

The plaintiff therefore asks judgment against said defendants for said sum of One hundred and twenty seven and 66/100 Dollars, with interest at eight per cent from June 3-1886, and the plaintiff asks such other and further relief as in law and equity he is entitled to.

Porter & Porter, Attys for Plaintiff.

E. W. Porter makes oath that he is one of the attorneys in this case duly authorized, that this action is founded upon a written instrument for the payment of money, and such instrument is in the possession of affiant as such attorney, and affiant believes the facts stated in the foregoing petition to be true. E. W. Porter

Sworn to by E. W. Porter before me, and signed by him in my presence this 9th day of October A. D. 1886.

[Seal] John L. Burgner. Clerk.

Praecipe

To the Clerk:

Issue summons in the above entitled case returnable according to law. Endorse, "Amt claimed $127.66, with interest at Eight per. cent from June 3rd 1886."

Porter & Porter. attys for Plaintiff

Afterward, on the 9th day of Oct. A. D. 1886 a Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons No. 5189

The State of Ohio, Union County, ss. } Summons In action For Money Only.

To the Sheriff of the county of Union, Greeting:

We command you to notify George B. Wilcox and L. H. Wilcox that - been sued by Edward Adams in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of Nov. A. D. 1886 the petition of said Edward Adams against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 18th day of Oct. A. D. 1886. Witness my hand and the seal of said Court this 9th day of Oct. A. D. 1886 at Marysville, O.

[Seal] J. L. Burgner, Clerk.

Endorsed: Money Only. Amount claimed $127.66 and interest as follows, at 8 per cent: On $ from June 3rd 1886

Porter & Porter.

Said Writ returned and filed Oct. 18-1886 endorsed as follows, viz:

Sheriffs Return. No. 5189

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

Received this Writ Oct. 9th A. D. 1886 at 9 o'clock A. M. and pursuant to its command, on the 11th day of Oct. A. D. 1886, I served the same by handing a true copy of this summons with the endorsements thereon to the defendant L. H. Wilcox and by leaving a true copy with the endorsements thereon at the usual place of residence of the within named defendant Geo. B. Wilcox. Service .75 Mileage 1.20 Copy .70 Total 2.65

M. Hopkins. Sheriff.

Afterward, on the 4th day of Nov. A. D. 1886 an Entry was made on the Journal by the Clerk of the said Court, which reads as follows, viz:

Entry No. 5189

Edward Adams vs George B. Wilcox & L. H. Wilcox } No. 5189

This day this cause come on to be heard upon the petition of Plaintiff- the defendant being in default for answer and demurrer and the court being fully advised in the premises do find that the defendants are indebted to plaintiff as he has alleged in his petition in the sum of $131.91. It is therefore considered and adjudged that the plaintiff recover of the defendants the said sum of one hundred and thirty one and 91/100 Dollars ($131.91) and also his costs in this behalf expended taxed at dollars.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 25th day of Oct. in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to-wit, on the 9th day of October A.D. 1886 the following Petition was filed with the Clerk of the said Court, to-wit:

The Home Building and Loan Association Company of Marysville, Ohio, Plff.
against
Elizabeth Harriott

Court Common Pleas.
Union County, Ohio.

Petition.

Petition

No 5791

Plaintiff is a corporation duly incorporated under the laws of Ohio Defendant Elizabeth Harriott is indebted to plaintiff, the Home Building and Loan Association Company of Marysville, Ohio in the sum of 204. 48/100 as hereinafter stated upon a promissory note of which the following is a copy, with all credits and endorsements:

$200— Marysville, Ohio, May 19th 1881

For value received I promise to pay to the Home Building and Loan Association Company, of Marysville, Ohio, when the same shall close and determine Two Hundred dollars with interest and the premium as hereinafter stipulated, for an advanced loan obtained by me upon our share of stock in said Association by bidding a premium of One Hundred and thirty dollars for precidence in taking the same. I promise to pay on each of said one shares of stock a weekly installment of twenty five cents and on Two Hundred dollars, the amount of said advanced loan, interest at the rate of six per. cent. per. annum. from date in equal weekly 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 pr weekly installments paid on stock), and the said premium of One Hundred and thirty dollars, bid for precedence in taking said loan, I promise to pay in equal weekly installments of thirty one and 1/4 cents each until it shall be paid in full: all of said

dues to be due and payable on Saturday of each week. And I do further promise that should any 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 collectible immediately.

Elizabeth A. Harriott.

The said Elizabeth A Harriott is indebted to said Association upon said promissory note as follows:
Principal of note 200.00 Premium from Aug 16/84 to Oct 2/86 both inclusive 34.41 Int from Aug 16/ to Oct 2/86 both inclusive 18.84 5.55 (Total) $258.80 And is entitled to credit for dues 44.73 + 9.57 = 54.32 (Remainder) $204.48

Said Elizabeth A. Harriot has not paid the dues, interest and premium due said Association upon said note since Aug. 9. 1884 and is in default for all such payments since Aug 16 1884 when the first became due and payable according to the terms of said note. At the time of delivering said note and to secure the payment of the same the said Elizabeth Harriott duly executed and delivered to said Association her mortgage deed conveying the following described premises; Situate in the Township of Dover Union County Ohio, towit: Part of Survey No. 5135 beginning at a stone in the center of the Marysville and Delaware Gravel road being the North west corner of C. H. Griffiths lot: thence with his west line Northerly 16 poles to a stone: thence westerly 10 poles to a stone: thence Southerly 16 poles to a stone in the centre of said Gravel road; thence Easterly with the centre of said Gravel Road 10 poles to the beginning containing one acre more or less.

Said mortgage was conditioned as follows: Provided nevertheless and these presents are upon this condition that whereas the said Elizabeth Harriott has executed and delivered to the said Home Building and Loan Association Company of Marysville Ohio her promissory note of even date herewith for the sum of Two Hundred dollars upon the following conditions: Said Elizabeth Harriott being a member of the Association and having at a regular meeting of the Association bid a premium of One Hundred and thirty dollars per share of stock for precedence in taking an advanced loan and having thereby obtained said precedence and having received from said Association an advanced loan of Two Hundred dollars the full value of one share of stock in said Association she agrees to pay on each of said shares of stock a weekly installment of twenty five cents and on Two Hundred dollars the amount of said advanced loan she 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 thirty dollars bid for precedence in taking said loan, she agrees to pay in equal weekly installments of thirty one and ¼ 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 premiums on said property ground rents thereon and all the fines and forfeitures according to the constitution & by laws of said Association. Now if the said Elizabeth Harriott shall punctually pay to the said association or its assigns the said weekly installments on said two shares of stock and the interest & premium as above stated, the taxes on the property conveyed by these presents, the fire insurance premium on said property, the ground rents thereon and all the fines and forfeitures of said Association then these presents shall be void. But if the said Elizabeth Harriott shall fail to pay the said weekly installments or the installments of interest or premium as above stated, the taxes fire insurance premium ground rent or fines and 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 19 day of May 1881 at 5½ oclock P. M. said mortgage was duly left for record at the recorders office of Union county, Ohio. and was duly recorded in Book 1 page 305 of his mortgage records for Loan Associations

The said The Home Building and Loan Association Company plaintiff says that when the payments of dues interest and premium on said note became due on Aug 9 1884 the said Elizabeth Harriott did not pay the same and has not paid them since nor any of the payments that have since become due but that the same remain and are due and unpaid whereby the condition of said mortgage deed have become broken and said mortgage deed has become absolute.

The said Home Building and Loan Association Company therefore asks Judgement against the said Elizabeth Harriott in the sum of $204 28/100 and that an account be taken of the dues interest & premium to become due and the said premises may be sold and the proceeds applied to the payment of said Judgement and for such other and further relief as law and equity may require.

Edward E. Cole. Atty for Plff.

State of Ohio,
Union County, ss. Edward E. Cole being first duly sworn says he is the secretary of the Home Building & Loan Association Company of Marysville. Ohio and that the facts stated and allegations in the foregoing petition are as he believes true.

Edward E. Cole.

Sworn to & subscribed before me this 9th day of October 1886.

J. L. Burgner, Clerk.

To Clerk:

Issue Summons in above case for Elizabeth Harriott endorsed suit to foreclose mortgage amount claimed $204.28/100 returnable according to law.

E. E. Cole Atty for Plff.

Afterward, on the 9th day of October A.D. 1886, the following Summons was issued by the Clerk of the said Court which reads as follows, to-wit;

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

No. 5-191 We Command you to notify Elizabeth Harriott that she has been sued by The Home Building and Loan Association Company of Marysville, Ohio, in the Court of Common Pleas of Union County, and that unless she answers by the 6th day of Nov. A.D. 1886 the petition of said plaintiff 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 18th day of October A.D. 1886. Witness my hand and the seal of said Court, this 9th day of October A.D. 1886.

[Seal.] J. L. Burgner, Clerk.

Endorsed: In Action for foreclosure of mortgage amt claimed $204.48 with interest.

E. E. Cole. Plaintiffs' Atty.

Said Writ returned and filed Oct. 18th A.D. 1886 endorsed as follows, to-wit;

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

No. 5-191 Received this Writ Oct. 9th A.D. 1886, at 2 oclock P.M. and pursuant to its command, on the 16th day of Oct. A.D. 1886 I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendant Elizabeth Harriott. Service .80 Mileage 1.92 Copy .20 Total 2.92

M. Hopkins, Sheriff.

Afterward, on the 20th day of Nov. A.D. 1886 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit;

The Home Building & Loan Association of Marysville, Ohio. Plaintiff. } Court of Common Pleas, Union County, Ohio.
vs
Elizabeth Harriott, Deft. } Entry.

Entry. This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court find that Elizabeth Harriott has been duly served with Summons in this case and that she is in default for answer and demurrer and that the allegations of the petition are thereby confessed by her to be true.

The Court further find that the defendant has failed to pay the plaintiff the weekly installment of dues interest & premium as in the petition set forth and that there is due to said plaintiff as dues to the first day of this term of Court, the sum of $4.75/100, as premium the sum of $34.41/100, as interest the sum of $18.84/100, and as fines for the non payament of said dues

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$5.$\frac{55}{100}$, making in all the sum of One Hundred & three & $\frac{55}{100}$ Dollars.

The Court further find that in order to secure the the regular payment of said dues and other installments as well as those thereafter to become due the said Elizabeth Harriott executed and delivered to this plaintiff their certain mortgage in the petition described and on the premises therein described that said mortgage was on the day 19th of May 1881 duly recorded in book 1 page 305 of the records of mortgages of Building Association of Union County and that the same is a good & valid & first lien on the premises described in the petition.

It is therfore considered by the court that unless the said defendants shall within one day from the entry hereof pay or cause to be paid to the said plaintiff the said sum of $103.$\frac{55}{100}$ & to the clerk of this court the costs herein taxed to $ the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue to the sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and return his proceedings to this court for further order.

Afterward, on the 23rd day of November A.D. 1886 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, } To the Sheriff of said County, Greeting:
Union County, ss. }

No. 5191

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 20th day of November A.D. 1886, in the cause of The Home Building and Loan Association Company of Marysville, Ohio, Plaintiff, & Elizabeth Harriott Defendant said Plaintiff obtained a judgment or decree against the said Elizabeth Harriott for the sum of One hundred and three and $\frac{55}{100}$ Dollars, and — Dollars costs of suit; and whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Elizabeth Harriott shall within 1 day from the 20th day of Nov. A.D. 1886, pay unto the said Home Building and Loan Association the said sum of — Dollars with interest from the 25th day of Oct A.D. 1886, at the rate of 6 per cent. per annum, & 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 statue regulating judgements and executions at law, to sell the real estate described in Plaintiff's petition, &c: and whereas the one day aforesaid have fully expired and the said sum of $103.$\frac{55}{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; Situate in the Township of Dover, County of Union &

State of Ohio, bounded and described as follows: Part of Survey No 5-135 beginning at a stone in the center of the Marysville and Delaware Gravel road, being the North west corner of J. H. Griffiths lot: Thence with his west line Northerly 16 poles to a stone: Thence westerly 10 poles to a stone: thence southerly 16 poles to a stone in the center of said gravel road: thence easterly with the center of said gravel road 10 poles to the beginning containing one acre more or less. We Therefore Command You, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate under the Statute regulating sales on 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 23 "day of November A.D. 1886.

{Seal}

J. L. Burgner, Clerk.

Sheriff's Return.

Sheriff's Return. No. 5191

The State of Ohio. Union County, ss. In obedience to the command of the Order of Sale hereto annexed I did on the 23" day of November 1886, summon James Thompson. J. H. Griffith and J. S. Moore. three disinterested freeholders, residents of said County, who were byme duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 23" day of Nov. A.D. 1886, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at One hundred and seventy five 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 24" day of Nov. 1886, 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 25 day of December A.D. 1886, 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 25" day of December A.D. 1886, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Nelson P. Thompson who bid for the same the sum of One hundred and twenty $\frac{25}{100}$ Dollars and said sum being more than two thirds of the appraised value thereof, and said Nelson Thompson being the highest and best bidder therefor, I

Proof of Publication. No. 5191

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I then and there publicly sold and struck off said lands and tenements to him for said sum of One hundred and twenty six & 25/100 Dollars. Service 30 Summoning Appraisers & Swearing Appraisers 1.20 Conveying Appraisers 1.00 Writing Appraisal .30 Copy of Appraisal .30 Notice to Printer 30 Affidavit of Printer .30 Mileage .78 Poundage 1.89 Total $6.07 Appraisers' Fees 3.00 Printers' Fees $12.00

M. Hopkins, Sheriff.

Afterward, on the 5th day of Jan. A.D. 1887 a Proof of Publication was filed with the Clerk of said Court which reads as follows, to-wit:

Sheriff's Sale.

The Home Building & Loan Association Company of Marysville, O.

vs

Elizabeth Harriatt.

Order of Sale. Court of Common Pleas. Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, state of Ohio, I will offer at public sale at the north door of the court house, in Marysville, Ohio, on Saturday, December 25th 1886, at or about the hour of one o'clock p. m. on said day, the following described real estate, to-wit: Situate in the township of Dover, county of Union and State of Ohio, and bounded and described as follows: Part of Survey No. 5135, beginning at a stone in the center of the Marysville and Delaware Gravel Road, being the north west corner of J. H. Griffith's lot; thence with his west line northerly 16 poles to a stone; thence westerly ten poles to a stone; thence southerly sixteen poles to a stone in the centre of said gravel road; thence easterly with the with the center of said gravel road ten poles to the beginning, containing one acre, more or less. Appraised at $175.00.

Proof of Publication No. 5191

Terms of sale, Cash.

Marion Hopkins, Sheriff Union County, Ohio.

E. E. Cole, Attorney.

November 24, 1886 pf. 12.00

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 24 1886.

W. O. Shearer.

Sworn to and subscribed before me, this 5th day of January 1887.

J. L. Burgner, Clerk.

Afterward, on the 6th day of Jan. A.D. 1887 an Entry was made on the Journal by the Clerk of the said Court which reads as follows; to-wit:

The Home Building and Loan Association Company of Marys

Entry.

No. 5191

ville, Ohio, plaintiff
vs
Elizabeth Harriott et als.
Defts.

Entry.

On motion of the plaintiff and on his producing the return of the sheriff of the sale made under the former Order of this court; and the court, on careful examination of the proceedings of the said sheriff being satisfied that the same have been had in all respects in conformity to law and the 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 Nelson P. Thompson by deed according to law, the property so sold and the said purchaser is hereby subrogated to all the rights of said lien holders, in said premises, so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the recorder of Union County.

And the Court coming now to distribute the proceeds of said sale amounting to one Hundred and twenty six and 25/100 dollars it is ordered that the sheriff out of the money in his hands pay: First, to the treasurer of this county the taxes penalty and interest against said property, to-wit, the sum of $15.69 Secondly. The costs of this action taxed at 32.35 Thirdly and the Court find the present value of the mortgage held by said plaintiff amounts to the sum of $204.48/100 and that said sum is the next best lien upon the said premises; it is therefore ordered that said sheriff pay to said plaintiff or to E. E. Cole its attorney $78.21 the balance remaining in his hands to be applied as a credit upon its judgment against the said defendant Elizabeth Harriott. And there still remaining due to the said The Home Building and Loan Association Company the sum of $124.49 execution is awarded against the said Elizabeth Harriott therefor.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 said county of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 25th day of October, in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 9th day of Sept. A. D. 1886 the following Petition was filed with the Clerk of the said Court, to-wit:

Petition
No 5161

D. F. Mc Kitrick and Dell Robinson, Plaintiffs
vs

Isabella J. Hawkins, T. B. Fulton & Home Building Loan Association Company, Marysville, Ohio. Defendants.

Court of Common Pleas Union County, Ohio.

Petition.

The plaintiffs say: 1st. That the defendants Isabella J. Hawkins on the 21st day of November 1882 to secure the payment of money borrowed by her from the plaintiffs, executed and delivered to plaintiffs her promissory note for the sum of Two thousand Dollars due in two years thereafter with interest at eight per. cent. per. annum, payable annually. Of which the following is a true copy of said Note.

$2000 Marysville, O. November 21st 1882

"Two years after date I promise to pay to the order of "D. F. Mc. Kitrick and Dell Robinson Two thousand Dollars "value received with interest at eight per cent per. annum "payable annually endorsed. Interest paid to November 21st 1884"

Isabella J. Hawkins.

There is due and remaining unpaid upon said note, Two thousand two hundred and ninety + 20/100 Dollars.

2nd. On said 21st day of November 1882 to secure the payment of said promissory note the defendant Isabella J. Hawkins executed and delivered to the plaintiffs her mortgage deed of that date and thereby conveyed to the plaintiff their heirs and assigns the following premises situated in the county of Union, in the State of Ohio in the Township of Paris in Survey No 3357 and bounded and described as follows = Being the east half of In lot No 114 and the east half of In Lot No 119 in the town of Marysville Union Co. Ohio. described as follows. Beginning in the south Margin of East Center Street and North East corner of In Lot 114. thence west with the south margin of Center Street 66 feet: thence south parallel with the east margin of Military street 165 feet to the south line of In Lot No 119: thence east parallel with the South margin of East Center Street 66 feet to the west Margin of an ally and the south East Corner of In Lot No 119: thence with the east line of In Lot No 114 and 119 to the beginning.

The conditions contained in said mortgage deed was in substance, that if said Isabella Hawkins should promptly pay said note at its maturity, then these presents should be void, otherwise to be and remain in full force.

3th Said Mortgage deed has become absolute.

4th On the 21st day of November 1882 at 4 o'clock P. M. said mortgage was filed for record with the Recorder of said County of Union, and was by him recorded on the 22nd day of November 1882 in Vol. 20 page 3 of Records of Mortgages for said county. 5th. The defendant Home Building Loan Association Company holds a Mortgage on said premises given subsequent to plaintiffs mortgage — also the defendant T. B. Fulton

claims to have a lien upon said premises the nature of which is not known to these plaintiffs - For these reasons the said Home Building and Loan association Company and T.B. Fulton are necessary parties hereto; and plaintiffs ask that they each be made defendants herein and file answer and set forth the nature and extent of their respective claims - if any they have.

6th The plaintiffs therefore ask judgment for the sum of two thousand two hundred and Ninety $\frac{26}{100}$ Dollars against the said Isabella J Hawkins with eight per cent interest from September 8th 1886, and that said mortgage may be foreclosed and said premises ordered to be sold, and the proceeds applied in satisfaction of said indebtedness and for all proper relief.

Cameron & Woodburn, attys for Plffs

The State of Ohio, Union County ss.: D. F. Mc. Kitrick one of the plaintiffs being sworn says that the facts stated and allegations in the foregoing petition are true as he verily believes.

D. F. Mc. Kitrick.

Sworn to by D. F. Mc. Kitrick before me and signed by him in my presence this 9th day of September 1886.

[Seal] J. L. Burgner. Clerk.

Praecipe No 5161 — To Clerk: Issue summons for defendants returnable according to law. Endorse Amount Claimed $2290.$\frac{26}{}$ with 8 per cent interest from Sept 8" 1886. and Foreclosure of Mortgage.

Cameron & Woodburn, Attys for Plaintiffs.

Afterward, on the 9" day of Sept A. D. 1886 a summons was issued by the clerk of said Court, which reads as follows, to-wit:

Summons No 5161 — The State of Ohio, Union County, ss: To the Sheriff of the County of Union, Greeting: We command you to notify Isabella J. Hawkins, T.B. Fulton and Home Building Loan Association Company, Marysville, Ohio that they have been sued by D. F. Mc Kitrick and Dell Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 9th day of Oct. A.D. 1886 the petition of said plaintiffs against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 20th day of Sept. A.D. 1886. Witness my hand and the seal of said Court, this 9th day of Sept. A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Endorsed: In action for Foreclosure of mortgage. Amount claimed $2290.$\frac{26}{}$ with 8% int from Sept. 8th 1886.

Cameron & Woodburn, Plaintiffs attys

The Said Writ returned & filed Sept. 20th 1886 endorsed

Sheriff's Return No 5161 — as follo... The Sta... Union C... 2 o'clock ... Septem... of this ... named ... Secy. of ... Marys...

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Cross-petition No. 5161 — Isabel... Loan ... Ohio, ...

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as follows, to-wit:

Sheriff's Return. No 5161

The State of Ohio. Union County, ss. Sheriffs Return. Received this Writ September 9th A.D. 1886, at 2 o'clock P.M. and pursuant to its command, on the 13th day of September A.D. 1886. I served the same by handing a true Copy of this Summons with the endorsements thereon to the within named defendants Isabella J. Hawkins, I.B. Fulton and E.E. Cole Secy. of the Home Building and Loan Association Company of Marysville, Ohio. Service .60 Mileage .16 Copy .60 Total $1.36

M. Hopkins. Sheriff.

afterward, on the 15th day of Oct. A.D. 1886 a cross-petition was filed with the Clerk of the said Court which reads as follows, to-wit: Court of Common Pleas, Union County, Ohio.

D. F. Mc. Kitrick and Dell Robinson, plaintiffs

Cross petition

against

Isabella J. Hawkins, The Home Building and Loan Association Company of Marysville, Ohio, I. B. Fulton

No. 5161

Cross petition of The Home Building & Loan A. Co.

The Home Building and Loan Association Company of Marysville, Ohio, defendant, for answer and by way of cross-petition says, That it is a corporation duly incorporated under the laws of Ohio and that it admits the allegations of the petition to be true.

First Cause of Action. The said defendant Isabella J. Hawkins is indebted to said Home Building and Loan Association so as hereinafter stated in the sum of $554.$\frac{7}{10}$ upon a promissory note of which the following is a copy with all credits and endorsements:

$800. Marysville, Ohio, June 4th 1883.

For value received I promise to pay the Home Building and Loan Association Company of Marysville, Ohio, when the same shall cease and determine Eight Hundred dollars with interest and the premium as hereinafter stipulated for an advanced loan obtained by me upon four shares of stock in said Association by bidding a premium of Three Hundred and twelve dollars for precedence in taking the same. I promise to pay on each of said four shares of stock a weekly installment of twenty five cents, and on Eight Hundred dollars, the amount of said advanced loan, interest at the rate of six per. cent. per. annum. from date in equal weekly 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 installments paid on stock) and the said premium of Three hundred & twelve dollars bid for precedence in taking said loan. I promise to pay in equal weekly installments of One & $\frac{2}{100}$ dollars each until it shall be paid in full: all of said dues to be due and payable on Saturday 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 nonpayment of the weekly installments thereon then this note to become due and collectible immediately.

Isabella J. Hawkins.

The said Isabella J. Hawkins is indebted to said to said Association upon said promissory note as follows: Principal $800.00 Premium from Mch 6/86 to Oct 16/886 both inclusive 32.04, Interest from Mch 6/86 to Oct 9/86 $20.24, Fines 6.40 (Total $858.68, and is entitled to credit for dues $266.00 also for earnings $38.28 = 304.28 (Remainder) $554.40

Said Isabella J. Hawkins has not paid the dues interest and premium due said association upon said note since Feby 27th 1886 and is in default for all such payments since Mch 6th 1886 when the first 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 said Isabella J. Hawkins duly executed and delivered to said Association her mortgage deed conveying the premises described in the petition. Said mortgage was conditioned as follows: Provided nevertheless and these presents are upon this condition that whereas the said Isabella J. Hawkins has executed and delivered to the said Home Building and Loan Association Company of Marysville Ohio her promissory note of even date herewith for the sum of Eight Hundred dollars upon the following conditions: Said Isabella J. Hawkins being a member of the Association and having at a regular meeting of the association bid a premium of Seventy eight dollars per share of stock for foreclosure in taking an advanced loan and having thereby obtained said precedence and having received from said Association an advanced loan of Eight Hundred dollars the full value of four shares of stock in said association she agrees to pay on each of said shares of stock a weekly installment of twenty five cents and on Eight hundred dollars, the amount of said advanced loan she 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 three hundred and twelve dollars bid for precedence in taking said loan she agrees to pay in equal weekly installments of one and 2/100 dollars 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. She 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-

Entry No 5161

laws of said Association. Now if the said Isabella J. Hawkins shall punctually pay to the said Association or its assigns the said weekly installments on said four shares of stock & 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 thereon and all the fines and forfeitures according to the constitution and by-laws of said Association then these presents shall be void. But if the said Isabella J. Hawkins shall fail to pay the said weekly installments, or the installments of interest or premium as above stated, the taxes, fire insurance premium ground rents or fines and forfeitures (or within sixty days after due, then the amount of said taxes shall become due) when the same respectively become due and this mortgage shall be foreclosed.

On the 4th day of June 1883 at 5.10 o'c P. M. said mortgage was duly left for record at the recorders office of Union County, Ohio, and was duly recorded in Book 49 page 82 of his mortgage records.

The said Home Building & Loan Association Co. says that when the payments of dues interest and premium on said note became due March 6th 1886 the said defendant Isabella J. Hawkins did not pay the same and has not paid them since nor any of the payments that have since become 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 becom absolute.

The said The Home Building and Loan Association Co. therefore asks judgment against the said Isabella J. Hawkins in the sum of $554.40 and that an account be taken of the dues interest and premium to become due and that said premises may be sold and the proceeds applied to the payment of said judgment and for such other and further relief as law and equity may require.

Edward E. Cole. Atty for H. B. & L. A. Co Dfft.

State of Ohio, }
Union County, ss. } Edward E. Cole being first duly sworn says he is the secretary of the Home Building and Loan association Company of Marysville, Ohio, and that the facts and allegations in the foregoing answer and cross petition are as he believes true

Edward E. Cole.

Sworn to and subscribed before me this 15th day of October 1886.
{Seal}

J. L. Burgner, Clerk.

Afterward, on the 25th day of Oct. A. D. 1886 the Entry was made on the Journal by the Clerk of the said Court which reads as follows, to-wit:

Entry No 5161

D. F. McKitrick and Dell Robinson } No. 5161
vs
Isabella J. Hawkins.

This cause now coming on for hearing on the petition of the plaintiffs and evidence the court find that the defendant Isabella J Hawkins has been duly served with summons in this case and that she is in default for answer and demurrer and that the allegations of the petition are thereby confessed by her to be true. and that there is due the plaintiffs from the defendant Isabella J. Hawkins on the promissory note set forth in the petition with interest until the first day of this Term of Court the sum of Twenty three hundred and thirteen Dollars and eighty eight cents $2313.88/100

The Court further find that in order to secure the payment of said note the defendant Isabella J. Hawkins executed and delivered to said D. F. Mc. Kitrick and Dell Robinson the plaintiffs her certain mortgage as in the petition described and on the premises therein described: That said mortgage was duly recorded in Book No 20 Page 3 of the records of mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken.

It is Therefore considered by the court that the plaintiffs recover from the defendant Isabella J. Hawkins the said sum of Twenty three hundred and thirteen dollars and eighty eight cents with 8 per. cent interest from the first day of this Term of Court and their costs herein expended. and it is further adjudged and decreed that unless the defendant Isabella J. Hawkins shall within one day from the entry of this decree pay or cause to be paid to the clerk of this court the costs of this case and to the plaintiffs herein the sum so found due as aforesaid with 8 per. cent intst. from October 25th 1886 the defendant Isabella J. Hawkins equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceeding to the court for further order.

Gideon Carr has leave to file answer setting up lien answer to be filed by Saturday this week.

Afterward, on the 30th day of Oct. A.D. 1886 an answer was filed with the clerk of the said Court which reads as follows, to wit:

Answer.

No. 5161

D. F. Mc. Kitrick & Dell Robinson
vs
Isabella J. Hawkins et al.

Court of Common Pleas.
Union County. Ohio.
Answer of Gideon Carr.

And now comes Gideon Carr. through his attorney and by leave of the court first had and obtained. files this his answer in the above named case, and defendant says that by the consideration of the court of Common Pleas of Delaware county Ohio the State of Ohio, the same being a court of general Jurisdiction, duly created by the laws of said state, and said defendant was duly

served with summons in the action wherein the judgment following was rendered, that said court at its Term on the 20th day of February 1886 render judgment in favor of one Healy as Plaintiff against the above named defendant Isabella J. Hawkins as Principal and against Catherine Smart and this defendant as her Sureties which facts appear in the Records of said court. for the sum of $400. 25 which sum was to bear interest at 8 per. cent from said 20th day of February 1886, and costs $5. 25

That afterwards, to-wit on the 20th day of February execution was issued to the Sheriff of Union County Ohio on which there was $290 increase costs. All of which sums of money this defendant was compelled to and did pay.

That the sheriff of said Union county Ohio afterwards to-wit on the 29 day of March 1886, returned said execution and for want of goods and chattels of the defendant Isabella J. Hawkins levied the same on the Real Estate described in the Plaintiffs petition belonging to said defendant Isabella J. Hawkins. That by reason of said levy a lien was created in favor of this defendant and against said Real Estate of said defendant Isabella J. Hawkins.

This defendant says that no part of said sums of money or interest has ever been paid, either by the defendant Isabella J. Hawkins or by any one for her.

Therefore this defendant asks that upon the sale of the property described in plaintiffs petition and on distribution of the proceeds, that the money heretofore paid by this defendant may be paid back to him and that all of his interests may be protected.

T. T. Arthur Attorney for Dft. G. Barr.

The State of Ohio, } The defendant Gideon Barr being first
Union County, ss. } duly sworn says the facts and allegations stated and made in the foregoing answer are true as he verily believes.

G. A. Barr.

Sworn to before me and subscribed in my presence by Gideon Barr this 30th day of Oct. 1886.

[Seal]

J. L. Burgner. Clerk.

Afterward, on the 27th day of October A.D. 1886 an Order of Sale was issued by the Clerk of the said court which reads as follows, to-wit:

Order of Sale

No. 5161

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 25th day of Oct A.D. 1886, in the cause of D. F. Mc. Kitrick et al. Plaintiffs, and I. J. Hawkins et al. Defendant, said D. F. Mc. Kitrick et al. obtained a judgment or decree against the said I. J. Hawkins for the sum of Twenty three hundred and thirteen and 88/100

Dollars, and — 00 Dollars costs of suit; And whereas, it was then and there by said Court ordered, adjudged and decreed, That the said I. J. Hawkins shall within one day from the 25 day of Oct. A.D. 1886, pay unto the said D. F. McKitrick et. al. the said sum of twenty three hundred and thirteen and 88 Dollars with interest from 25 day of Oct. A.D. 1886, at the rate of 8 per. cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgements & executions at law, To sell the real estate described in Plaintiffs petition, &c.: And whereas, the one day aforesaid have fully expired and the said sum of $ 2313. 88 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 Township of Paris, County of Union and State of Ohio in Survey No 3351 bounded and described as follows: Being the east half of In Lot No 114 and the east half of In Lot No 119 in the town of Marysville, Union County, Ohio. Described as follows: Beginning in the South margin of East Centre Street and North East corner of In Lot No 114: Thence west with the South margin of Centre Street 66 feet: Thence South, parallel with the East Margin of Military Street 165 feet to the South line of In lot No 119: Thence East, parallel with the South margin of East Centre Street 66 feet to the West Margin of an ally and the South East corner of In lot No 119: Thence with the East line of In lots No 114 and 119 to the beginning.

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 October, A.D. 1886.

[Seal]

J. D. Burgner, Clerk.

Said Writ returned & filed Nov. 27th A.D. 1886, endorsed as follows, viz:

Sheriffs Return. No. 5161

The State of Ohio, Union County, ss. } Speriffs Return.

In obedience to the command of the Order of Sale hereto annexed I did on the 27th day of October 1886 summon A. J. Whitney, D. Webb and J. W. Silton 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 27th day of October, A.D. 1886 said appraisers returned to me under their hands and seals, that they did, upon

actual view of the premises estimate and appraise the real value in money of the same at Twenty five 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 27th day of Oct. 1886. 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 November A.D. 1886, 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 27th day of November, A.D. 1886, 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, Summoning Appraisers and Swearing Appraisers 1.20, Writing Appraisal 30 Notice to Printer 30, Writing Notice 30 Mileage 1.6 Total $2.56 Appraiser's Fees 3.00 Printers' Fees 13.00

M. Hopkins, Sheriff.

Afterward, on the 5th day of Jan. A.D. 1887 the following Proof of Publication was filed with the Clerk of said Court which reads as follows, to-wit:

Sheriff's Sale.

D. F. McKitrick, et al. vs J. J. Hawkins, et al. } Court of Common Pleas, Union County, O. Order of Sale.

By virtue of the above stated Writ to me directed from the Court of Common Pleas of Union county, state of Ohio: I will offer at public sale at the north door of the court house, in Marysville, Ohio, on Saturday, November 27th, 1886, at or about the hour of one o'clock, p.m. of said day, the following described real estate, to-wit: Situated in the township of Paris, county of Union, state of Ohio, and bounded and described as follows: In Survey No. 335-1, being the East half of in lot No. 114 and the east half of in lot No. 119 in the town of Marysville, Union County, Ohio, and described as follows: Beginning in the south margin of East Center Street, and northeast corner of in lot No 114; thence west with the south margin of Center street 66 feet; thence south parallel with the east Margin of Military street 165 feet to the south line of in lot No. 119; thence east parallel with the south margin of East Center street 66 feet to the west margin of an alley and the south east corner of in lot No. 119; thence with the east line of in lots Nos. 114 and 119 to the beginning. Appraised at $25.00. Terms of Sale, cash.

Cameron & Woodburn Attys. Marion Hopkins,
October 27. 1886 fee 13.00 Sheriff Union County, Ohio.

The State of Ohio. } The undersigned, being duly sworn, says
Union County. ss.

Proof of Publication

that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Oct 27" 1886. W. O. Shuaer.

Sworn to and subscribed before me, this 5th day of Jan. 1887.

[Seal] J. L. Burgner. Clerk.

Afterward, on the 29 day of November, A.D. 1886. an Order of Sale was issued by the Clerk of said Court which reads as follows. to-wit:

alias Order of Sale.

No. 5161

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

Whereas, at a Court of Common Pleas holden at the Court House in Marysville in said County of Union upon the 25" day of Oct. 1886 D. F. Mc. Kitrick and Dell Robinson obtained a judgment or decree against Isabella J. Hawkins for the sum of twenty three hundred and thirteen and 88/100 Dollars. and —/100 Dollars. costs of suit; And whereas, it was then and there by said Court ordered adjudged and decreed that the said Isabella J. Hawkins shall within one day from the 25-th day of October A.D. 1886 pay unto the said D. F. Mc Kitrick and Dell Robinson the said sum of twenty three hundred and thirteen — 88/100 Dollars, with interest from the 25" day of October 1886 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 one day aforesaid, have fully expired, & the said sum of $2313.88 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 27" day of Oct A.D. 1886 the following lands and tenements were appraised, advertised and offered for Sale, to-wit: Situated in the Township of Paris, County of Union, State of Ohio and in Survey No 3351 bounded and described as follows: Being the east half of In lot No 114 and the east half of In lot No 119 in the Town of Marysville Union County, Ohio, described as follows: Beginning in the South Margin of East center Street & North East corner of In Lot No 114: Thence West with the South Margin of center street 66 feet: Thence South parallel with the east Margin of Military Street 165 feet to the south line of In lot No 119: Thence East parallel with the south margin of East center Street 66 feet to the West margin of an alley and the South East corner of In Sot No 119: thence with the east line of In Sots Nos. 114 and 119 to the beginning. And whereas, no sale was had under said order, we therefore command you, that you proceed without delay to advertise and sell according to the statute regulating judgments and executions at law. The said premises above described under the appraisement had under the said former order of sale, to-wit: $25.00.00

Sheriffs' Return.

No. 5161

Proof of Publication

No. 5161

and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof.

Witness my hand and seal of said Court, at Marysville, Ohio this 29th day of November A.D. 1886

[Seal] John L. Burgner, Clerk.

Said Writ returned & filed Jan 1st 1887 endorsed as follows:

Sheriff's Return. No. 5161

The State of Ohio. Union County, ss. In obedience to the command of the order of sale hereto annexed, I did on the 1st day of December 1886 cause to be advertised in the Marysville Tribune (a newspaper printed & published and of general circulation in Union County), said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 1st day of Jany. A.D. 1887 at 10 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 1st day of Jany. A.D. 1887 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 Dell Robinson who bid for the same the sum of Sixteen hundred and sixty six & 67/100 Dollars. & said sum being two thirds of the appraised value thereof, & said Dell Robinson being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Sixteen hundred & sixty six and 67/100 Dollars. Notice to Printer $3.0, Affidavit of Printer 35, Poundage $10.83, Total $11.43. Printer's Fees $3.00.

M. Hopkins Sheriff.

Afterward, on the 5th day of Jany. A.D. 1887 the following Proof of Publication was filed with the Clerk of said Court, to wit:

Proof of Publication No. 5161

D. F. McKitrick, et al. vs J. J. Hawkins, et al.

Sheriff's Sale. Common Pleas Court, 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, State of Ohio, I will offer at public sale at the north door of the Court house in Marysville, Ohio, on Saturday, January 1, 1887, at or about the hour of one o'clock p. m. on said day, the following described real estate, to-wit:

Situated in the township of Paris, county of Union, state of Ohio, and bounded and described as follows: The survey No 3351, being the east half of inlot No. 114, and the east half of inlot No. 119 in the town of Marysville, Union County, Ohio, and described as follows: Beginning in the south margin of East Center street, and northeast corner of inlot No. 114, thence west with the south

margin of Center street 66 feet: thence south parallel with the east margin of Military street 165 feet to the south line of inlot No. 119; thence east parallel with the south margin of East Center street 66 feet to the west margin of an alley and the southeast corner of inlot No. 119; thence with the east line of inlots Nos. 114 and 119 to the beginning. Appraised at $2500

Terms of sale, cash. Marion Hopkins

Cameron & Woodburn, Attorneys Sheriff, Union County, Ohio.

December 1, 1886. p.f. 13.00

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 December 1-1886 W. O. Shearer.

Sworn to and subscribed before me, this 5th day of Jan. 1887

[Seal] J. L. Burgner. Clerk.

Petition No. 5138

Afterward, on the 7th day of Jan. A.D. 1887 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit;

Entry. No. 5-161

D. F. Mc. Kitrick vs Isabel J. Hawkins

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 proceeding and sale be and they are hereby approved and confirmed - And it is further ordered that the said sheriff convey to the purchaser Del Robinson by deed according to law the property so sold; and the said purchaser is hereby subrogated to all the rights of said lien holders on said premises, so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the clerk cause 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 coming now to distribute the proceeds of said sale amounting to sixteen hundred and sixty six 67/100 dollars it is ordered that the sheriff out of the money in his hands pay- First: To the treasurer of this county the taxes penalty and interest against said property to-wit the sum of ($45. 15/100) Forty five 15/100 dollars. Secondly. The costs of this action taxed at ($56. 45/100) Fifty six 45/100 Dollars. Thirdly To the Plaintiffs D. F. Mc. Kitrick and Del Robinson the balance of the said money remaining in his hands, to-wit, the sum of Fifteen hundred and sixty five and 67/100 Dollars to be applied as a credit upon

their judgment against the said defendants. And there still remaining due to the said D. F. McKitrick and Dill Robinson the sum of Seven hundred and eighty four 79/100 Dollars. execution is awarded against the said Isabel J. Hawkins therefor.

Attest. John L. Burgner Clerk
By Nellie Roney. 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 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 20th day of Oct. A.D. 1886 the following Petition was filed with the Clerk of said Court, to-wit:

W. Y. Roots, William Stillings and Ray D. Moose, Jr. Plaintiffs.
vs.
T. F. Wilson. Defendant.

Court of Common Pleas.
Union County. Ohio.

Petition
No. 5188

Plaintiffs say: On or about December 19th A.D. 1881 the defendant T. F. Wilson made a contract of employment with the "White Sewing Machine Company" thereby agreeing to make sales of the Sewing Machines of said Company and in same connection to make collections of money take notes make leases and for said company to attend to the business connected with sales of said machines.

That as a part of said contract said Wilson was to give a bond with approved security in the sum of six hundred Dollars ($600) binding him the said Wilson to the faithful performance of all and singular the duties required of him under such contract. In compliance with said agreement and as a part thereof said Wilson did make execute such bond signed by himself as principal and the plaintiffs herein, W. Y. Roots, William Stillings and Ray D. Moose, Jr. as sureties - said bond was in the sum of Six hundred dollars and dated December 19th A.D. 1881 and which said Bond is in the words and figures following, to-wit:

"Bond"

"Know all men by these presents that we T. F. Wilson and "W. Y. Roots William Stillings and Ray D. Moose Jr. are held and "firmly bound severally and individually unto the White Sewing "Machine Company in the sum of Six Hundred Dollars lawful "money of the United States of America to be paid to the White Sewing Machine Company their representatives or assigns for which "payment (together with ten per cent thereon in case of suit upon this bond) well and truly to be made, they bind themselves "their heirs executors and administrators and separate estate "jointly and severally, firmly by these presents.

"Sealed with their seals. Dated the nineteenth day of Dec- "ember one thousand eight hundred and eighty one.

The condition of the above obligation is such that if the above bounden T. T. Wilson hirs executors or administrators shall well and truly pay or cause to be paid any and every indebtedness or liability now existing or which may hereafter in any manner exist or be incurred on the part of the said T. T. Wilson to the White Sewing Machine Company or its assigns whether such indebtedness or liability shall exist in the shape of Book accounts, Notes or leases, Renewals or extensions of notes, accounts or leases, Acceptances, Indorsements, Consignments of property or Merchandise, failure to deliver or account for the same or any part thereof or otherwise and whether such indebtedness shall be incurred under any contract between said White Sewing Machine Company and said T. T. Wilson or otherwise and whether the same shall come out of the purchase and sale of Sewing Machines or otherwise, hereby waiving presentment for payment notice of nonpayment protest and notice of protest, and diligence upon all notes accounts or leases now or hereafter executed indorsed, transferred, guaranteed or assigned by the said T. T. Wilson to the White Sewing Machine Company its agents or assigns, then this obligation to be void but otherwise to be & remain in full force and effect.

Each one signing this bond is bound according to the purport of it without any regard to any understanding that any other person should also sign this instrument and the person to whom this is intrusted has absolute authority to deliver it and the same is made and shall be construed without reference to any other instrument or agreement whatsoever.

It is further understood and the undersigned hereby agree and consent that the White Sewing Machine Company or its agent may on their discretion take or receive from said T. T. Wilson any security whatever, mortgage personal or other property at any time or times and grant any extension to said T. T. Wilson without any way effecting the liability of the signers hereto or either of them from the obligations of this bond. (Signed) T. T. Wilson [Seal] P.O. Address Milford Centre.
December 19" 1881 W. Y. Roots [Seal] P.O. Address Milford Centre O.
December 19" 1881 William Stillings [Seal] P.O. Address Milford Centre O.
December 19" 1881 Ray & Moses [Seal] P.O. Address Milford Centre O.

The conditions of the foregoing bond were broken by the said Defendant T. T. Wilson — The said White Sewing Machine Company made demands upon the said T. T. Wilson repeatedly for the property money and effects in his hands due and belonging to said Sewing machine Company from the said Wilson and the said Wilson as often refused and neglected to pay over said money and to turn over whatever of effects were in his hands belonging to said Sewing machine Company when upon settlement it was found that the said Wilson was indebted to the said Sewing Machine Company in the sum of six hundred

Praecipe.

Dollars which said Wilson upon demand being made by said Sewing Machine Company refused and neglected to pay to the said Company.

Thereupon the said Sewing Machine Company made demand upon the plaintiffs the bondsmen of the said T. J. Wilson for the payment of the same so found due from the defendant T. J. Wilson to the said White Sewing Machine Company and the said plaintiffs as bondsmen of the said T. J. Wilson made settlement with the said Sewing Machine Company for the sum of six hundred Dollars ($600.00) on the 29th day of November 1884 by giving to said Company their promissory notes three in number each for the sum of two hundred Dollars one due in 60 days one due in four months and the other due in six months with interest at eight per cent per annum payable at Milford Centre Bank and signed by said Plaintiffs W. Y. Roots, Wm Stillings and Ray D. Morse Jr.

The said plaintiffs paid said notes to the said Sewing Machine Company upon their maturity with the interest named therein.

Since that time there has been paid upon said indebtedness by the said Wilson to the plaintiffs herein the the sum of two hundred and twenty Dollars, to wit, on July 5th 1886.

There is due and remaining unpaid upon said indebtedness from the defendant T. J. Wilson to the plaintiffs herein the sum of four hundred and thirty seven Dollars and sixty cents with interest from July 5th 1886 which they claim by reason of the premises and for which they ask judgment.

Robinson & Piper attorneys for Plaintiff.

State of Ohio,
Union County, ss. W. Y. Roots being duly sworn according to to law says he is one of plaintiffs in the foregoing petition & that the facts stated and allegations in the foregoing petition of Plaintiffs are as he verily believes, true.

(Signed) W. Y. Roots.

Sworn to before me by W. Y. Roots and by him subscribed in my presence this 20th day of October a. D. 1886

J. P. Turner J. P.

To Clerk:

Praecipe. Issue Summons upon the petition in above case directed to Sheriff of Union County Ohio for T. J. Wilson, returnable according to law- Endorse amount claimed $437.60 with interest from July 5th A. D. 1886.

Issue also an order of Attachment in above case.

Robinson & Piper. Attys for Plaintiffs.

Afterward on the 20th day of Oct. A. D. 1886 the following Affidavit was filed with the Clerk of said Court which reads as follows, to wit:

affidavit

No. 5198

W. Y. Roots William Stillings
+ Ray D. Morse Jr. Plaintiffs
vs
T. F. Wilson. Defendants.

Court of Common Pleas. Union County. Ohio.

Affidavit.

W. Y. Roots one of Plaintiffs in the above entitled case being first duly sworn deposeth and saith that W. Y. Roots. William Stillings and Ray D. Morse have commenced an action in said Court against T. F. Wilson Defendant to recover the sum of $437 60/100 now due and payable to said plaintiffs from the said defendant on account of money paid by these plaintiffs upon a bond made by the defendant to the White Sewing Machine Company as its agent binding the said defendant to pay or cause to be paid any and every indebtedness or liability existing at the time of the execution of said bond or that might thereafter in any manner exist or be incurred on the part of the said T. F. Wilson to the White Sewing Machine Company and on which said bond the plaintiffs were sureties and upon condition of said bond being broken the said Plaintiffs were compelled to pay and did pay the said sum of $437.60/100 and that they ought justly to recover that amount and that the said sum is now justly due these plaintiffs from the said defendant, and said affiant further saith that the said T. F. Wilson is a non resident of the state of Ohio and further this affiant saith not.

(Signed) W. Y. Roots.

Sworn to before me by W. Y. Roots and by him subscribed in my presence this 20" day of October A. D. 1886.

J. H. Turner J. P.

Afterward, on the 20" day of Oct. A. D. 1886 the following Undertaking was filed with the clerk of said Court, to-wit:

Undertaking

No. 5198

W. Y. Roots. Wm. Stillings and Ray D. Morse Jr. Plaintiffs
vs
T. F. Wilson Defendant.
Union County Common Pleas.

We bind ourselves to the said Defendant T. F. Wilson in the sum of Nine hundred Dollars. that the said Plaintiff W. Y. Roots Wm. Stillings and Ray D. Morse Jr. shall pay to the said Defendant the damages he may sustain by reason of the attachment in this action if it be finally decided that the said attachment ought not to have been granted.

W. Y. Roots. Wm. Stillings
J. F. Bennett.

Oct. 20th 1886

This undertaking approved by me this 20" day of October 1886

J. L. Burgner Clerk of said Court.

Afterward, on the 20" day of Oct. A. D. 1886 the following Order of attachment was issued by the clerk of the said Court, to-wit:

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

Order of attachment

No. 5198

X Endorsed: Amt sworn to- 437.60 Probable Costs $50.00 Robinson & Ryan Plff's attys.

Sheriff's Return.

Summons

No. 5198

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W. Y. Roots et al. Plaintiffs
vs
T. F. Wilson, Defendant.

Order of Attachment

No. 5198

* Endorsed: Amt sworn to 437.60 Probable costs $50.00 Robinson & Ryan Pff's attys.

To the Sheriff of Union County:
You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks & interest in stocks, rights, credits, moneys and effects of the defendant T. F. Wilson not exempt by law from being applied to the payment of the claims of the plaintiff or so much thereof as will satisfy their claim for 437 60 and also for Fifty Dollars, the probable cost of this action.

You will make due return of this writ on the 1st day of November A. D. 1886. Witness my hand and the Seal of said Court, this 20 day of October A. D. 1886. Union County

[Seal] J. D. Burgner, Clerk of the Court of Common Pleas of

* Said Writ returned and filed Nov. 1st A. D. 1886 endorsed as follows, to-wit:

Office Sheriff of Union County, Ohio.
Marysville Oct. 22 A. D. 1886

Sheriff's Return.

Received this order on the 20th day of October A. D. 1886, and agreeably to the command thereof, I did, on the 20th day of Oct. A. D. 1886, in the presence of A. A. Logan and P. Walsh two freeholders of said County, attach the property described in the Schedule marked "A," hereto attached and made part of this Return, & of having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement as will fully appear by reference to said Schedule "A":
Service 30 Copies 30 Mileage 80 Amn. Appr's & Swear. Appr's 1.20
Inventory and Appr'l 1.00 Total $3.60 Appraiser's Fees 3.00
M. Hopkins, Sheriff Union County, O.

Schedule "A."

We, M. Hopkins Sheriff of Union County, and A. A. Logan and P. Welsh two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of T. F. Wilson and hereinafter described as follows, viz: Being In Lot Number eighty two (82) in Burnhams addition to the village of Milford Centre Union County Ohio. For a more definite description of said Lot reference is hereby made to the recorded plat of said addition to said village in the Office of the Recorder of Union County Ohio

appraised at $ 600.00 Given under our hands this 20th day of October 1886.

Marion Hopkins, Sheriff. A. A. Logan. P. Welsh.

Afterward, on the 20th day of Oct. A. D. 1886 the following

Summons

No. 5198

Summons was issued by the Clerk of the said Court, which reads as follows, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:
We command you to notify T. F. Wilson that he has been sued by W. Y. Roots, William Stillings and Ray G. Mowry

in the Court of Common Pleas of Union County, and that unless he answers by the 20th day of Nov. A.D. 1886 the petition of said plaintiffs 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 Nov. A.D. 1886. Witness my hand and the seal of said Court this 20" day of Oct. A.D. 1886

[Seal] J. Q. Burgner, Clerk.

Endorsed: An action for amount claimed $437.60 with 6% int. from July 5th 1886. Robinson & Piper, Plaintiffs' atty.

Sheriff's Return. Said Writ returned & filed Nov. 1 A.D. 1886 endorsed as follows:

The State of Ohio.
Union County, ss. } Received this Writ Oct. 20" A.D. 1886 at 2 o'clock P. M. The defendant T. F. Wilson not being found in my County, this writ is hereby returned without service this 21" day of October 1886.
Mileage .80 Copy .20 Total $1.00

M. Hopkins. Sheriff Union Co. Ohio.

Afterward, on the 27" day of November A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Legal Notice.

W. Y. Roots et al.
vs
T. F. Wilson

T. F. Wilson of South Bend in the State of Indiana, will take notice that W. Y. Roots and others of the county of Union and state of Ohio, did on the 20" day of October A.D. 1886, file their petition in the Court of Common Pleas within and for the county of Union, and state of Ohio, against the said T. F. Wilson defendant, setting forth that plaintiff had signed a bond as sure-

Proof of Publication

ties for said defendant to the White Sewing Machine Company for the sum of six hundred dollars that the condition of said bond had been broken, that said plaintiffs, as said sureties on said bond

No. 5198

did, on the 29" day of November, 1884, pay to said Sewing Machine Company the said sum of six hundred dollars, by reasons of the conditions in said bond, broken by the defendant.

On said bond a payment was made by the defendant of $220 July 5" 1886, and praying a judgment against said defendant by reason of the premises in the sum of $439.65 with interest from July 5" 1886, and attachment issued therefore. And the said T. F. Wilson is notified that he is required to appear and answer said petition on or before November 27" A.D. 1886.
Oct. 22d 1886.

Robinson & Piper, Attorneys for Plaintiff.

Proof of Publication.

A. H. Beightler being duly sworn says he is the Publisher of the "The Marysville Times", a weekly Newspaper, published in Marysville, Union County, Ohio, and having a general circulation therein, and that the annexed Advertisement was published in the said Newspaper six consecutive weeks; the first insertion being on the 22" day of Oct. 1886 and the last on the 27" day of November,

1886.

A. H. Brightter.

Sworn to and subscribed by A. H. Brightter before me, this 8th day of November 1886.

Printers Fees $9.80

J. L. Burgner Clerk.

Afterward, on the 9th day of Nov. A.D. 1886 the following Motion was filed with the Clerk of the said Court, which reads as follows, to-wit;

Motion

No 5198

W. Y. Roots, William Stillings and Ray E. Mosse Jr. Plaintiffs
Against
T. F. Wilson, Defendant.

In the Court of Common Pleas of Union County, Ohio.
No. 5198
Motion.

And now comes the said plaintiff Ray E. Mosse Jr. and represent to the Court that he was joined in the above action without his knowledge or consent. That from the statements of the said petition it appears that the interest of said plaintiffs is several and not joint, and that there are allegations in said petition which this said plaintiff could not make truthfully and other allegations which, if not controverted by this plaintiff would work a great hardship to him and take away valuable securities which after great trouble and diligence he had secured for himself, and this said plaintiff therefore moves the court to strike his name from said petition as a plaintiff and dismiss him from this cause, or allow him to be made a defendant herein, in order that his rights may be protected.

Brodrick & McCampbell.
Attorneys for Ray E. Mosse, Jr.

Afterward, on the 11th day of Nov. A.D. 1886 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit;

Entry.

W. Y. Roots et al.
vs
T. F. Wilson

No. 5198

Entry. No. 5198

This day this cause came on for hearing on the motion of the plaintiff Ray E. Mosse Jr. to have his name stricken out of the petition as plaintiff for reasons set forth in said motion, and the same was argued by counsel and submitted to the court. On consideration whereof the court do sustain said motion, and it is ordered by the Court that the name of said Ray E. Mosse Jr. be stricken from this case as plaintiff and that said Ray E. Mosse Jr. be made a defendant herein with leave to file an Answer within ten days from the rising of the Court.

Afterward on the 11th day of Nov. A. D. 1886 the following Motion was filed with the Clerk of said Court which reads as follows, to-wit;

Motion.

W. Y. Roots et al.
vs
T. F. Wilson

No. 5198

In the Court of Common Pleas of Union County, Ohio.
Motion No. 5198
And now comes the defendant Ray E. Mosse Jr.

and moves the Court to require the plaintiffs to make their petition more definite and certain in the following particular, to wit:

That they state how, by whom, and to whom the payment mentioned therein was made, and whether they claim said payment to be made to the said plaintiffs with this defendant actually or by operation of law. Broderick & McCampbell.

Attorneys for Defts. Ray G. Mosse Jr.

Afterward, on the 19th day of Nov. A.D. 1886 an Entry was made on the Journal by the Clerk of the said Court, which reads as follows, to-wit,

Entry No. 5198

W. Y. Roots et al.
vs
T. F. Wilson

Entry.

This day this cause came on to be heard on motion of the defendant Ray G. Mosse Jr. to make the petition of said plaintiffs more definite and certain in the particulars set out in said motion, and the same was argued by counsel and submitted to the court. On consideration whereof the Court do sustain said motion. Thereupon the plaintiffs asked and obtained leave of Court to file an amended petition herein within thirty days from the Entry hereof.

Afterward, on the 7th day of Jan. A.D. 1887 an Entry was made on the Journal by the Clerk of the said Court which reads as follows, to-wit;

Entry. No 5198

W. Y. Roots & Wm Stillings
vs
T. F. Wilson,

Now comes the plffs by their attys and the defendant having had due and legal notice of the pendency of this action and 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 sum of $451.72.

It is therefore considered by the Court that the said W. Y. Roots and William Stillings recover from the said defendant T. F. Wilson said sum of $451.72 with 6% int from this date and their costs herein expended taxed to $ for which ex- is awarded.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 29th day of May A.D. 1885 the following Petition was filed with the Clerk of said Court which reads as follows, to wit;

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

Petition No 4842

C. Aultman & Co., and incorporated company under the general laws of the State of Ohio. Plaintiff, against E. A. D. Brewerd and W. C. Carter, Defendants. Petition

Petition

No 4842

Plaintiff says: It is an incorporated company under the general laws of the State of Ohio, located and doing business in the City of Canton, Stark County, Ohio, and for first cause of action against the Defendants further says, That on or about the 30th day of June A.D. 1880 the Defendants, for value received, made and delivered to Plaintiff their certain promissory note of that date, of which the following is a copy, to-wit.

$50 00 Marysville, Ohio, June 30th 1880.

On or before the 1st day of September 1881, for value received, in one Buckeye New Table Rake No 2, I, the undersigned, of Liberty Township, County of Union, State of Ohio, promise to pay to the order of C. Aultman & Co. (an incorporated company under the General Laws of the State of Ohio), of Canton, Ohio, Fifty Dollars payable at the office of Bank of Marysville, with interest at six per. cent per. annum. after Sept. 1st 1881.

P. O. Raymonds, Union Co. Ohio. E. A. D. Brewerd, W. C. Carter

No. 87892

The following credit is upon the back of said note "Dec 15th 1881 received on the within note fourty five ($45.00) Dollars".

Plaintiff says there is due and owing to it from the Defendants on said note the sum of Five and 87/100 Dollars with six per. cent interest thereon from December 15th 1881 for which Plaintiff asks Judgment.

Plaintiff for second cause of action against the Defendants says: On the 30th day of June, 1880 the Defendants for value received, made, and delivered to Plaintiff their promissory note of that date of which the following is a copy, to-wit:

$80 00 Marysville, Ohio, June 30th 1880

On or before the 1st day of September 1882, for value received in one New Buckeye Table Rake No 2, I the undersigned of Liberty Township, County of Union, State of Ohio, promise to pay to the order of C. Aultman & Co. (an incorporated company under the General Laws of the State of Ohio) of Canton, Ohio, Fifty Dollars, with interest at six per. cent from Sept 1st 1881.

P. O. Raymonds, Union Co. Ohio. E. A. D. Brewerd, W. C. Carter.

No 81811

There are no credits on said note and no payments have been made thereon. Plaintiff says there is due and owing to it from the Defendants on said note the sum of Fifty Dollars with interest thereon at the rate of six per cent from Sept 1st 1881 - for which Plaintiff asks Judgment.

Plaintiff for third cause of action against the Defendants says: On the 30th day of June 1880 the Defendants for value received

made and delivered to Plaintiff their promissory note of that date of which the following is a copy, to-wit:

$50.00 Marysville Ohio June 30th 1880.

On or before the 1st day of September 1883. for value received, we one Web Buckeye Table Rake No 2, J. the Undersigned of Liberty Township, County of Union, State of Ohio, promise to pay to the order of The Aultman & Co (an Incorporated Company under the General Laws of the State of Ohio) of Canton, Ohio, Fifty Dollars payable at the office of Bank of Marysville with interest at six per cent per annum from Sept 1st 1881

P.O. Raymonds
Union Co. Ohio.

E.A.D. Brewerd
W.C. Carter.

There are no credits on said note and no payments have been made thereon: Plaintiffs says there is due and owing to it from the Defendants on said note the sum of Fifty Dollars with six per cent interest thereon from Sept 1st 188: for which Plaintiff asks Judgment. James C. McMath, Atty. for Plff.

State of Ohio,
Stark County, ss

James C. McMath being duly sworn according to law, says: that he is the attorney for the Plaintiff in the foregoing action, duly authorized in the premises. That said action is founded on these written instruments for the payment of money only, which written instruments are now in the possession of the affiant.

That the facts stated and allegations in the foregoing petition are true as affiant verily believes.

James C. Mc. Math.

Sworn to by James C. Mc. Math. before me and subscribed by him in my presence this 26th day of May A.D. 1885

[Seal] Herman C. Blum
Notary Public in & for Stark County, Ohio.

Praecipe

To the Clerk of said Court: Issue summons for Defts. Endorse amt. claimed $105-87 with 6 % on $100.00 thereof from Sept 1st 1885 + 6% on $5-87 from Dec 15th/81 Returnable according to law.

James C. Mc. Math Atty. for Plff.

Afterward, on the 29th day of May A.D. 1885 the following Summons was issued by the Clerk of the said Court, to-wit.

Summons No. 4842

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

We command you to notify E.A.D. Breward & W.C. Carter that they have been sued by The C. Aultman & Co. in the Court of Common Pleas, of Union County, and that unless they answer by the 27th day of June A.D. 1885 the petition of said The C. Aultman & Co. against them filed in the Clerk's Office of said Court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 8th day of June A.D. 1885. Witness my hand and the seal of said Court this 29th day of May A.D. 1885 John L. Burgner, Clerk.

[Seal]

Sheriff's Return. No. 4842

amended answer No 4842

Endorsed: In action for ---- Amount claimed $105.87 with 6% int. on $100.00 thereof from Sept. 1st 1885 and 6% int from Dec 15th 1881 on $5.87 James L. McMath Plaintiffs Attorney.

Sheriffs Return.

Said Writ returned and filed June 4th A.D. 1885 endorsed as follows, to wit:

No. 4842

The State of Ohio. Union County, ss. Sheriffs' Return. Received this Writ May 29th A.D. 1885, at 1 oclock P.M. and pursuant to its command, on the 1st. day of June A.D. 1885, I served the same by leaving at the usual place of residence of the within named E.A.D. Brevard a true copy with endorsements thereon and by delivering to the Deft W.C. Carter a true copy with endorsements thereon, Service .75 Mileage .80 Copy .75 Total 1.55

M. Hopkins, Sheriff. By A.L. Goodwin, Depty.

amended answer

Afterward, on the 7th day of July A.D. 1885 the following Amended Answer was filed with the Clerk of the said Court, to-wit:

Union County Court of Com. Pleas Amended Answer

No 4842

C. Aultman & Co. an incorporated Co. Company Under the General Laws of the State of Ohio, Plaintiff. Against E.A.D. Brevard and W.C. Carter, Defendants.

Now comes the defendant and by way of Amended answer to the plaintiffs petition says: That he denies the indebtedness set out in plaintiff second cause of action and for reason says that some time about the last of September or the first of October A.D. 1882 he paid said note to an agent of said Company, that at the time of said payment he demanded said note and said agent, said that the note was mislaid and could not be found, but said agent of said C. Aultman & Co. gave this defendant a receipt for the money and as against said note, and the defendant had the receipt for some time, when at Milford Center, Ohio on or about the last of August or first of Sept. 1883 He had his pocket Book with its contents, including said receipt stolen from him. Hence he is unable to produce the same.

The defendant therefore offers to allow the plaintiff to take judgment against him for the sum of fifty five Dollars with interest from the time the same became due.

Kennedy & Kollefrath Attys. for Def.

State of Ohio, Union County ss. E.A.D. Brevard being first duly sworn says that the facts and allegations of his foregoing answer are as he believes true. E. B. Brevard

Sworn to and subscribed by the said E.A.D. Brevard before me this 7th day of July A.D. 1885

E. W. Porter, Notary Public, Union County, Ohio.

Afterward, on the 27th day of June A.D. 1885 the following answer was filed with the Clerk of said Court, which reads as follows, to wit:

Answer.

No 4842

C. Aultman & Co.
vs
E.A.D. Breward and W. L Carter, Defts.

State of Ohio. Union County, } ss.
Court of Common Pleas.
Separate answer of E.A. Breward.

Defendant says he admits the making of the several notes described in plaintiffs petition and the credits thereon. Defendant further says that the note described in plaintiffs petition calling for $50 00 in his second cause of action, he denies of being indebted to plaintiff that said note has long since been paid by this defendant to an agent of said plaintiff shortly after the note became due about the latter part of September or the first of October 1882 That said agent was collecting for plaintiff and that defendant meet said agent between This residence in Liberty Township and Broadway in said County of Union and there upon the public highway paid said note described in said plaintiffs petition as his second cause of action giving therefor $50.00 and interest.

The defendant requested the agent to give him the said note but the agent claimed the note was misplaced and did give him in lieu of said note a receipt in full of said claim of said note. Defendant says that he carried said receipt some time & now he is unable to produce the same as he thinks he has lost it that the name of the agent is unknown to him that he wholly relied upon the statement of said agent and paid said amount due on said note and as the agent stated they would look up the note and send it to him which they to this time have failed to due.

Defendant therefore is willing that plaintiff may take judgment for the sum of $55.00 with interest which he believes is due said plaintiff.

State of Ohio. }
Union County. } ss. E.A.D. Breward being first duly sworn according to law says the facts and allegations made in the foregoing answer are true as he verily believes. E.A.D. Breward.

Sworn to by E. A. D Breward before me and subscribed by him in my presence this 27th day of June 1885. John Van Pearse, Notary Public
[Seal]

Reply.
No. 4842

Afterward, on the 25th day of Feb. A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit;

Entry.

Entry.

C. Aultman & Co.
vs
E.A.D. Brward

Entry

This day this cause was continued upon the showing of the defendant at his cost for this term.

No. 4842

Afterward, on the 27th day of May A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit;

Entry.

C. Aultman & Co
vs
E.A.D. Brward et al.

This day this cause came on to be heard and it appearing to the Court that the defendant had in his answer offered to confess judgment for fifty five 87/100 dollars and the interest thereon it therefore considered and adjudged by the Court that said plaintiff recover of said defendants said sum of

No. 4842

Fifty five & 87/100 Dollars with the interest thereon to the 1st day of this term amounting to seventy-one & 57/100 Dollars and that defendants pay all the costs to date and thereupon came the defendants and made a showing to the Court that they could not safely proceed to trial on the second cause of action mentioned in the petition on account of the absence of a witness and thereupon said second cause of action was continued for trial until next term of this court at costs of defendants.

Afterward, on the 5th day of Nov. A.D. 1886 the following Reply was filed with the Clerk of the said Court, to wit;

C. Aultman & Co vs E. A. D. Brenard — The State of Ohio Union County, Court of Common Pleas.

Reply

No. 4842

Reply

And now comes the Plaintiff and for reply says that they deny that any payment was made in the latter part of September or first of October 1882 to the said plaintiff or any agent of said plaintiff on the note described in plaintiffs second cause of action, or that any payments have been made upon said note except as stated in the petition. J. B. Fulton Atty for Plff.

The State of Ohio, Union County, ss: J. B. Fulton being first duly sworn according to law says that C. Aultman & Co are nonresidents of the County of Union and now absent therefrom: that affiant is the Attorney for the plaintiff duly authorized in the premises and that the facts stated in the above reply are true as he verily believes

J. B. Fulton

Sworn to before me and subscribed in my presence this 5th day of November 1886.

[Seal]

J. L. Burgner, Clerk.

Afterward, on the 7th day of Jan. A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to-wit;

C. Aultman & Co. vs E. A. D. Brenard

Entry

This day this cause came on to be heard upon the pleadings and the evidence, of the plaintiff, the defendant failing to offer any evidence in support of the answer filed by him herein. On consideration whereof the court do find that there is due to plaintiff (judgment having heretofore been rendered on the amount admitted to be due) the sum Sixty Six & 50/100 Dollars interest be computed to first day of present Term.

It is therefore considered and adjudged that the plaintiff recover of the defendant said sum of $66.50 and his costs taxed herein at $ and that defendant pay his own costs taxed at $ for all of which execution is awarded.

Attest. John L. Burgner Clerk.
By Nellie Roney. 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 county of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, on the 30th day of Jan. A. D. 1886 the following petition was filed with the Clerk of said Court, to-wit:

Petition No 5019

Homer Thrall, Plaintiff.

vs

Andrew Schmelzer and Lucy Schmelzer his wife & J. J. Finley, Defendants.

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

And now comes the plaintiff and for cause of action herein against the defendants says: That heretofore, to-wit, on the 18th day of November A. D. 1882 the defendant Andrew Schmelzer Jr. executed and delivered to plaintiff his promissory note for the sum of Four Hundred Dollars payable four years after date with eight per cent interest thereon from date, interest payable annually: that to secure the payment of the said note the said Andrew Schmelzer Jr. and Lucy Schmelzer his wife executed and delivered to plaintiff their mortgage deed of that date and thereby conveyed to plaintiff in fee simple the following described premises situate in the County of Union and State of Ohio, in the Township of Allen and bounded and described as follows, Being in Survey No. 3752 beginning at a stone westerly corner to said Survey = thence with the north west line of said Survey N. 54° E 161 70/100 poles to a stone north corner to said Survey = thence with the northeast line of said Survey S. 36° E. 41 5/100 poles to a stone northerly corner of lands sold to Isaac Brodrick by William Folk: thence with his northwest line S 54° W. 161 76/100 poles to a stone corner to said Brodrick in the southwest line of said Survey = thence with said line N. 36° W. 41 5/100 poles to the place of beginning containing 42 acres more or less.

That said mortgage deed had a condition therein written that if the said Andrew Smeltzer Jr should well and truly pay or cause to be paid to said plaintiff said note when it should become due, and the interest as it should become due, then said mortgage deed should become void - that said mortgage deed was on the 18th day of November a. D. 1882 at 11 o'clock A. M. duly left with the Recorder of Union County Ohio for record and was afterwards duly recorded in Book Number 17 page 636 of the record of mortgages of said county. Said plaintiff further says that the defendant J. J. Finley now claims to be the owner of said premises herein described & he therefore ask that said J. J. Finley be made a party defendant & he be required to file his answer herein setting out what claim he has to said premises.

Said plaintiff said that the interest due on said note on the 18th day of November A. D. 1885 (to-wit thirty two Dollars) has not been paid and that said mortgage deed has become absolute and there is now due to plaintiff the sum of thirty two Dollars with interest from said 18th day of November A. D. 1885. Wherefore said

Praecipe No. 5019

Summons

Sheriff's Return.

plaintiff prays that unless the said Andrew Schmelzer pay or cause to be paid to him in a short day to be named by the court the sum so due him as aforesaid and to the Clerk of this Court the costs herein. that an order issue to the sheriff of Union County Ohio commanding him to cause the said premises to be appraised advertised and sold according to law and that he bring the proceeds into Court to avoid its further order and for all proper relief.

J.B. Fulton Attorney for Plaintiff.

The State of Ohio. } J.B. Fulton being first duly sworn according to law says that he is attorney for the plaintiff duly authorized in the premises - that said plaintiff is a non-resident of the State of Ohio and now absent therefrom and that he believes the facts stated and allegations of the foregoing petition are true.
Union County, ss: }

J.B. Fulton

Sworn to before me and subscribed in my presence this 30th day of January A.D. 1886.

[Seal]

J.L. Burgner. Clerk.

Praecipe — To Clerk: Issue summons for the defendants herein to the Sheriff of Union County Ohio Returnable according to law. In Case to foreclose mortgage.

No. 5019

J.B Fulton, Atty for Plff.

Afterward. on the 30th day of January A.D. 1886 the following Summons was issued by the Clerk of the said Court which reads 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 Andrew Schmelzer Jr. and Lucy Schmelzer his wife and J.J. Finley that they have been sued by Homer Thrall in the Court of Common Pleas of Union County and that unless they answer by the 2nd day of Feb. A.D. 1886 the petition of said plaintiff Homer Thrall 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 Feb. A.D. 1886. Witness my hand and the seal of said Court, this 30th day of January A.D. 1886.

[Seal]

J.L. Burgner, Clerk.

Endorsed: In action to foreclose mortgage.
J.B. Fulton Plaintiffs Atty.

Said Writ returned and filed Feb. 4th A.D. 1886 endorsed as follows, to-wit;

Sheriff's Return. — The State of Ohio. } Sheriffs Return.
Union County, ss. } Received this Writ Feby 1st A.D. 1886 at 9 o'clock a.M. and pursuant to its command, on the 2nd day of Feby A.D. 1886 I served the same by handing a true copy of this summons

with the endorsements thereon to the within named defendants Andrew Schmelzer and Lucy Schmelzer his wife and J. J. Finley. Service .60 Mileage 2.56 Copy .60 Total $3.76. M. Hopkins, Sheriff. By A. H. Goodwin Deputy.

Afterward, on the 25th day of May was made on the Journal by the Honner Thrall.

Entry. No 5019

vs

Andrew Schmelzer, Lucy Schmelzer and J. J. Finley.

March A.D. 1886 the following Entry clerk of the said Court, to-wit:

April 7th 1886

This cause now coming on for hearing on the petition and the evidence. The Court find that the defendants have been duly served with summons in this case and that said defendants are in default for answer or demurrer, and that the allegations of the petition are thereby confessed by them to be true and that is due the plaintiff from the said defendant Andrew Schmelzer the sum of $32.45 on the first day of this Term of Court on which said day Defts made a payment thereon of $15.00 leaving a balance of $17.45 due plaintiff with interest thereon from the 22d day of Feb. 1886.

The court further find that in order to secure the payment of the note set out in the petition as well as the interest thereon defendants Andrew Schmelzer and Lucy Schmelzer his wife executed and delivered to said plaintiff their mortgage deed on the premises described in said petition. That said mortgage was duly recorded in Book 17 Page 636 in the records of Mortgages of Union County and is a good and valid lien on said premises and that the conditions of said mortgages have been broken. It is therefore adjudged and decreed that unless said defendants shall within five days from the 7th day of April 1886, 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 the interest thereon 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 Ohio commanding him to appraise advertise and sell said premises as upon executions at law and bring the proceeds of said sale into court for further order.

Afterward, on the the 17th day of May A.D. 1886 the following Order of Sale was issued by the Clerk of the said Court, to-wit:

Order of Sale. No 5019

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 April A.D. 1886, in the cause of Homer Thrall, Plaintiff, and Andrew Schmelzer et al, Defendant, said Homer Thrall obtained a judgement or decree against the said Andrew Schmelzer for the sum of seventeen and 45/100 Dollars, and eight and 00/100 Dollars costs of suit; And whereas, it was then and there by the said Court

Sheriffs Return. No 5019

ordered, adjudged and decreed that the said Andrew Schnudger shall within 5 days from the 7th day of April, A.D. 1886, pay unto the said Homer Thrall the said sum of seventeen and 45/100 Dollars with interest from 7th day of April, A.D. 1886, at the rate of 6 per cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $8.60 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 judgements and executions at law, to sell the real estate described in Plaintiffs petition, &c.: And whereas the five days aforesaid have fully expired and the said sum of $17 45/100 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 & sell, as aforesaid, the following lands and tenements, to-wit:

Situated in Township of Allen County of Union and State of Ohio, bounded and described as follows: Being in Survey No. 3752 beginning at a stone westerly corner to said Survey; Thence with the north west line of said Survey N. 54° E. 161 8/10 poles to a stone north corner to said Survey = Thence with the North East line of said Survey S. 36° E. 41 52/100 poles to a stone northerly corner to lands sold to Isaac Brodrick by William Falk: Thence with his north west line S. 54° W. 161 76/100 poles to a stone corner to said Brodrick in the south west line of said Survey = Thence with said line N. 36° W. 41 56/100 poles to the place of beginning containing 42 acres more or less. We Therefore Command You, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein: and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio this 17th day of May, A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Said Writ returned and filed June 21 A.D. 1886 endorsed as follows, to-wit:

Sheriffs Return. No. 5019

The State of Ohio, Union County, ss. In obedience to the command of the Order of Sale hereto annexed I did on the 16th day of May 1886 summon D. Webb W. H. Robb and J. T. Moore three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described and afterward, on the 16th day of May, A.D. 1886, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same

at Forty Dollars. 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 19" day of May 1886 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 19" day of June A.D. 1886, at 1½ o'clock, P. M. of Said day And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did on said 19" day of June A.D. 1886, 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 Summoning & Swearing appraisers 1.20 Conveying appraisers 1.00 Writing appraisal 30 Copy of Appraisal 30 Notice to Printer 30 Mileage .96 Total 4.36 Appraisers' Fees 3.00 Printers' Fees 13.00

M. Hopkins, Sheriff.

alias Order of Sale. No. 5019

Afterward, on the 17" day of July A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication No. 5019

Homer Thrall vs A. Schmelzer et al

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

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, O. I will offer at Public Sale at the north door of the Court House, in Marysville, Ohio, on Saturday, June 19th, 1886, at or about the hour of one o'clock p.m., on said day, the following described real estate to-wit: Being in Survey No. 3252 beginning at a stone westerly course to said Survey; thence with the northwest line of said Survey north 54° east 151 8/10 poles to a stone north corner to said Survey; thence with the northeast line of said Survey south 36° east 41 52/100 poles to a stone northerly corner to lands sold to Isaac Brodrick by William Falk; thence with his northwest line south 54° west 162 76/100 poles to a stone corner to said Brodrick in the south west line of said Survey; thence with said line north 36° west 41 56/100 poles to the place of beginning; containing 42 acres, more or less.

Appraised at $40.00

Terms of Sale-Cash.

Marion Hopkins, Sheriff Union County, Ohio.
May 19, 1886-5 w.-fee $13.00

J.B. Fulton, Attorney.

The State of Ohio
Union County, S.S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with May 19" 1886.

W.O. Shearer.

Sworn to and subscribed before me, this 17 day of July 1886

{Seal}

J.L. Burgner, Clerk.

Afterward, on the 11" day of September A.D. 1886 the following Order of Sale was issued by the Clerk of said Court, to-wit:

Sheriff's Return. No. 5019

alias Order of Sale.

No. 5019

The State of Ohio, } Order of Sale.
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 7th day of April A.D. 1886 Homer Thrall obtained a judgement or decree against Andrew Schmelzer et al. for the sum of Seventeen and 45/100 Dollars, and eight and 60/100 Dollars, costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Andrew Schmelzer within five days from the 7th day of April A.D. 1886 pay unto the said Homer Thrall the said sum of Seventeen and 45/100 Dollars with interest from the 7th day of April A.D. 1886 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 Plaintiff's petition, &c.

And whereas the five days aforesaid, having fully expired, and the said sum of $17.45 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 17th day of May A.D. 1886 the following lands and tenements were appraised, advertised and offered for sale, to wit: Situated in the Township of Allen, County of Union and State of Ohio, bounded and described as follows: Being in Survey No 3752 beginning at a stone westerly corner to said Survey: Thence with the northwest line of said Survey N. 54° E. 161 8/10 poles to a stone north corner to said Survey = Thence with the north east line of said Survey S 36° E 41 72/100 poles to a stone northerly corner to lands sold to Isaac Brodrick by William Falk: Thence with his north west line S. 54° W. 116 7/100 poles to a stone corner to said Brodrick in the South West line of said Survey = Thence with line north 36° W. 41 72/100 poles to the place of beginning, containing 42 acres more or less.

And whereas, no sale was had under said order, we therefore command you, That you proceed without delay to advertise and sell according to the statute regulating judgments and executions at law. The said premises above described under the appraisement had under the said former order of sale, to-wit: $40.00 per acre and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof. Witness my hand and seal of said Court at Marysville this 11th day of September A.D. 1886

[Seal]

J. L. Bulgner, Clerk.

Said Writ Returned and filed Oct. 16th A.D. 1886 endorsed as follows, to-wit:

Sheriff's Return. No. 5019

The State of Ohio, } Sheriff's Return.
Union County, ss. } In obedience to the command of the order of

sale hereto annexed, I did on the 15" day of September, 1886 cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County), said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 16 day of October A.D. 18 & at 1½ o'clock P.M., of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit: five consecutive weeks: and in pursuance to said notice I did, on said 16" day of Oct. A.D. 1886 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 T.B. Sulton for Pat Slattery who bid for the same the sum of Eleven hundred and twenty and 14/100 Dollars, and said sum being two thirds of the appraised value thereof, and said T.B. Sulton for Pat Slattery being the highest and best bidder therefor I then and there publicly sold and struck off said lands and tenements to him for said sum of Eleven hundred and twenty and 14/100 Dollars. Notice to Printer, 30 Writing Notice 30, Postage 16.20, Total $16.80. Printer's Fees $18.00

M. Hopkins Sheriff.

Afterward, on the 18" day of Oct. A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication

Homer Sheall
vs
A. Schmelzer et al.

Court Common Pleas, Union County, O.
Alias Order of Sale.

No. 5019

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 16" 1886, at or about the hour of one o'clock p.m. on said day the following described real estate, to-wit: Being in Survey No 3252 beginning at a stone westerly course to said Survey: thence with the north-west line of said Survey north 54° east 151 8/10 poles to a stone north corner to said Survey: thence with the north east line of said Survey south 36° east 41 56/100 poles to a stone northerly corner to lands sold to Isaac Brodrick by William Talk: thence with his northwest line south 54° west 161 76/100 poles to a stone, corner to said Brodrick in the southwest line of said Survey; thence with said line north 36° west 41 56/100 poles to the place of beginning; containing 42 acres, more or less.

Appraised at $40.00
Terms of Sale, cash

Marion Hopkins, Sheriff Union County Ohio.
T.B. Sulton Attorney. September 15, 1886 fee $3.00

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 Sept 15" 1886

W.O. Sheard.

Sworn to and subscribed before me, this 18" day of Oct. 1886.

J. L. Burgner, Clerk.

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Afterward. on the 5th day of Nov. A.D. 1886 the following Cross-petition was filed with the Clerk of the said Court. to-wit:

Homer Ithrall
vs
Andrew Schmelzer & J. J. Finley et als.

Court of Common Pleas Union County Ohio. Cross Petition of Martha Finley

Cross-Petition

No. 5019

Now comes the said Martha Finley and by leave of Court files this her cross petition herein and says: on the 3d day of June 1886 by the consideration of said Court of Common Pleas in and for said County - she recovered a decree in the case of Martha Finley against J. J. Finley No 4910 on the Docket of said Court and which will be found on Journal No 14 page 88 for the sum of 600.- payable as follows $200 within Thirty days from June 3d 1886 - $200 in one year and $200 in two years from said date - which is a lien upon the property described in the Petition of Plaintiff herein. That execution was issued on the 17th day of September 1886 - and a levy forthwith on said 17th day of Sept 1886 - was made on said land by the sheriff of Union County for the amt of said decree and the costs in said case No. 4910 amounting to $ that no part of said decree of costs has been paid and there is now due Plaintiff thereon the sum of $200 with 6% interest thereon from Aug 6th 1886 - and $400 will become due as in said decree stated. Wherefore said Martha Finley asks that said decree may be satisfied out of the proceeds of sale in this case according to its priority and that her rights may be protected on the premises & for such other relief as is just.

Gardiner & Ayers, for said Martha Finley.

State of Ohio.
Union County, ss.

S. S. Gardiner being duly sworn says - he is the attorney of record of said Martha Finley - that said Martha Finley is a non-resident of Union County and is now absent therefrom and that the facts and allegations in the foregoing Cross Petition are as he believes true.

S. S. Gardiner.

Sworn to and subscribed before me this 5th day of November 1886.

[Seal]

J. L. Burgner. Clerk.

Afterward. on the 11th day of Nov. A.D. 1886 the following Cross-petition was filed with the Clerk of said Court. to-wit:

Homer Ithrall. Plaintiff.
vs
Adam Schmelzer & J. J. Finley

Court of Common Pleas. Union County Ohio. Cross petition of D. W. Ayers & S. S. Gardner

Cross Petition

No. 5019

Now comes the said D. W. Ayers & S. S. Gardner and by leave of the Court filed this their Cross petition herein and says: At the May term 1886 of the Court of Common Pleas of Union County Ohio one William Whitley recovered a judgment against J. J. Finley & P. R. Kerr No. — on the docket of the said Court and which will be found on Journal page for the sum of

$200.00 which judgment is a lien upon the lands described in plaintiffs petition - That on the 21 day of June 1886 said William Whitley for a good consideration assigned $100.00 of said judgment to the said D. W. Ayers & S. S. Gardner as is shown by the record of said court in docket.

Wherefor said D. W. Ayers & S. S. Gardner ask that the $100.00 assigned to them by said Whitley of said judgment be satisfied out of the proceeds of Sale in this case according to its priority and that their rights may be protected in the premises and such other relief as is just. W. L. Hoopes. Atty.

State of Ohio. }
Union County. S.S. } D. W. Ayers being duly sworn says the facts alleged in the foregoing cross petition are true as he believes.

D. W. Ayers.

Sworn to and subscribed before me this 11th day of Nov. 1886
[Seal] J. L. Burgner, Clerk.

Afterward, on the 17th day of Nov. A. D. 1886 the following Entry was made on the Journal by the Clerk of the said court to-wit;

Homer Thrall
vs
Andrew Schoenlzer et al.

Entry.
No. 5019

This day on motion to the court by the plaintiff and it appearing to the court that a sale has been made of the Premises described in the petition, and the court having examined the proceedings in reference to said sale finds that said sale has been made in all respects in conformity to law and the same is therefore hereby approved and confirmed and the sheriff is hereby ordered and directed to convey to the purchaser Patrick Slattery the said premises by a deed in fee simple.

And coming now to the distribution of the proceeds of the said sale it ordered that the sheriff out of the money in his hands arising from said sale pay 1st. The costs of this action taxed at $
2nd The taxes amounting to $19.99 3rd. To the plaintiff in this case the sum of $449.43 being the amount due on the decree heretofore taken herein and the amount on the note described in the petition not yet due. 4th To Martha J. Finly the sum of $203. being the amount due in the allowance of Alimony heretofore made in this Court in the case of Martha J. Finley against J. J. Finly together with the cost in said case amounting to $
The Court find the balance of the allowance in said case which is not due has been secured to said Martha J. Finly by note and mortgage on other Real-estate.
5th To the said J. J. Finly the balance of the proceeds of said sale.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 25th day of Oct. in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 2 day of Oct A.D. 1886 the following Petition was filed with the Clerk of the said Court, to-wit;

Petition

No 5019

The Home Building and Loan Association Company of Marysville, Ohio. Plff.

vs

James Guy, Clarinda Guy, Susan Guy, John W. Clark, defts.

Court Common Pleas, Union County, Ohio.

Petition.

Plaintiff is a corporation duly incorporated under the laws of Ohio. Plaintiff says that on the - day of - 188- the said Susan Guy defendant conveyed by deed of General Warranty to said James Guy defendant the premises hereinafter described situate in Marysville, Ohio, said deed recorded in Vol - page - Union County deed records.

First cause of action; The said defendant Susan Guy is indebted to said Home Building and Loan Association Company as hereinafter stated upon a promissory note of which the following is a copy with all credits and indorsements. in the sum of $426 89/100

$400 — Marysville, Ohio, November 10th 1881.

For value received I promise to pay the Home Building & Loan Association Company 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 Two Hundred and three dollars for precedence in taking the same. I promise to pay on each of said two shares of stock a weekly installment of fifty 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 weekly 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 installments paid on stock) and the said premium of Two Hundred and three dollars bid for precedence in taking said loan, I promise to pay in equal weekly installments of fifty two cents each until it shall be paid in full, all of said dues to be due and payable on Saturday 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 become due, or should any part of said stock be forfeited for the non payment of the weekly installments thereon, then this note to become due and collectible immediately.

Susan Guy.

The said Susan Guy is indebted to said Association upon said promissory note as follows:
Principal of Note 400 Premium from Jany 26 1884 to Sept 25th 1886 both inclusive 73.92., Interest from Jany 26/84 to Sept 25/86 both inclusive $48.62., Dues from Jany 26/84 to Sept 25/86 14.10 (Total) 536.04 and is entitled to credit for dues 90.00 & for Earnings 19.15 = 109.15 (Remainder) 426.89 less 1.50 = 424.89
Said Susan Guy has not paid the dues since Sept. 13/84 and interest and premium due said Association upon said note since Jany 19 1884 (nor has the same been paid by any other person) and is in default for all such payments of interest and premium since Jany 26 1884 when the first 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 said Susan Guy duly executed and delivered to said Association, plff, her mortgage deed conveying the following described premises: Situate in the village of Marysville, Union County, Ohio, to-wit: Beginning at a stake where the North line of North Street crosses the west line of Mary Peacocks lot: thence in a Northerly direction with the west line of said Peacocks lot Eleven (11) poles to a stake in said line: thence in a westerly direction in a line parallel with North Street three and seven tenths (3 7/10) poles to a stake: thence in a southerly direction on a line parallel with the first line Eleven (11) poles to the North line of North Street: thence with the North line of North Street three and seven tenths (3 7/10) poles to the place of beginning: Said mortgage was conditioned as follows: Provided nevertheless and these presents are upon this condition that whereas the said Susan Guy has executed & delivered to the said Home Building and Loan Association Company of Marysville Ohio, his promissory note of even date herewith for the sum of Four Hundred dollars upon the following conditions: Said Susan Guy being a member of the Association and having at a regular meeting of the association bid a premium of one Hundred and one and 50/100 dollars per share of stock for precedence in taking an advanced loan, and having thereby obtained said precedence, and having received from said Association an advanced loan of Four Hundred dollars the full value of two shares of stock in said Association: she agrees to pay on each of said shares of stock a weekly installament of twenty five cents: and on Four Hundred dollars the amount of said advanced loan she 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 installaments paid on stock) and the said premium of Two Hundred and three dollars bid for precedence in taking said loan she agrees to pay in equal weekly installaments of fifty two cents each until it shall be paid in full: all of said payments to be made on Saturday of each week, until said As-

sociation shall be dissolved as provided in the constitution and Bylaws thereof. She also agrees to pay the taxes on the premises conveyed by these presents, the fire insurance premium on the said property, ground rents thereon, and all the fines and forfeitures according to the constitution and Bylaws of said Association.

Now if the said Susan Guy 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 thereon and all the fines and forfeitures according to the constitution and Bylaws of said Association then these presents shall be void. But if the said Susan Guy shall fail to pay the said weekly installments of interest or premium as above stated, the taxes, fire insurance premium, ground rents, or fines and 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 11 day of November 1881 at 8:50 o'clock A.M. said mortgage was duly left for record at the recorder's office of Union County, Ohio and was duly recorded in Book 18 Page 228 of his mortgage records. The said Association, plaintiff, says that when the payments of interest and premium on said note became due Jan. 26 - 1884 and dues Sept 20 1884 the said defendant Susan Guy did not pay the same and has not paid them since nor any of the payments that have since become due but that the same remain and are due and unpaid. Whereby the conditions of said mortgage deed have become broken and said mortgage deed has become absolute.

Third Cause of Action. The plaintiff further says that said defendant Susan Guy is indebted to it in the sum of $212 07/100 as hereinafter stated upon a promissory note of which the following is a copy with all credits and endorsements:

$200 — Marysville, Ohio. April 4th 1882.

For value received I promise to pay the Home Building & Loan Association Company of Marysville, Ohio, when the same shall cease and determine Two hundred dollars with interest and the premium as hereinafter stipulated for an advanced loan obtained by me upon one share of stock in said Association by bidding a premium of Ninety four dollars for precedence in taking the same. I promise to pay on each of said one share of stock a weekly installment of twenty five cents and on Two Hundred dollars the amount of said advanced loan, interest at the rate of six per cent per annum from date in equal weekly 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 installments paid on stock) and the said premium of Ninety four dollars bid for precedence in taking said loan & promise to pay in equal weekly installments of twenty five and 1/3 cents each until it shall be paid in full: all of said dues to be due and payable on Saturday 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 nonpayment of the weekly installments thereon, then this note to become due and collectible immediately

her
Susan x Guy
mark

The said Susan Guy is indebted to said Association upon said promissory note as follows: Principal of note 200. Premium from Jany. 18/84 to Sept. 25/86 both inclusive 35.25 Int from Jany 19th 1884 to Sept 25/86 both inclusive 24.51 Fines from Jany 19th 1884 to Sept 25/86 both inclusive 7.10 Total 266.86 and is entitled to credit for dues 45.25 & for earnings 9.57=54.82 (Remainder) 212.04

Said Susan Guy has not paid the dues since Sep. 13/84 & interest and premium due said association upon said note since Jany 12/84 and is in default for such payments of dues since Sep 20/84 & of interest & premium since Jany 19-1884 (when the first became due and payable according to the terms of said note. At the time of delivering said note and to secure the payment of the same the said Susan Guy duly executed and delivered to said Association her mortgage deed conveying the premises described at second cause of action herein.

Said mortgage was conditioned as follows=Provided nevertheless and these presents are upon the condition that whereas the said Susan Guy has executed and delivered to the said Home Building and Loan Association Company of Marysville, Ohio her promissory note of even date herewith for the sum of Two hundred dollars upon the following conditions said Susan Guy being a member of the Association and having at a regular meeting of the Association, bid a premium of Ninety four dollars per share of stock for precedence in taking an advanced loan and having thereby obtained said precedence and having received from said Association an advanced loan of Two Hundred Dollars the full value of one share of stock in said Association she agrees to pay on each of said shares of stock a weekly installment of twenty five cents: and on Two Hundred dollars the amount of said advanced loan she 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 Ninety four dollars bid for precedence in taking said loan she agrees to pay in equal weekly installments of twenty five and 1/3 cents each until it shall be paid in full: all of said payments to be made on Saturday of each week until said Associa-

tion shall be dissolved as provided in the constitution and by-laws thereof. She also agrees to pay the taxes on the premises conveyed by these presents the fire insurance premium on the property, ground rents thereon, and all the fines and forfeitures according to the constitution and by laws of said association.

Now if the said Susan Guy shall punctually pay to the association or its assigns the said weekly installments on said one share 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 thereon and all the fines and forfeitures according to the constitution and by laws of said association then these presents shall be void. But if the said Susan Guy shall fail to pay the said weekly installments of interest or premium as above stated, the taxes fire insurance premium, ground rents or fines and forfeitures, when the same respectively becomes due, or within sixty days after due, then the amount of said loan shall become due and this mortgage shall be foreclosed.

On the 7th day of April 1882 at 5 o'clock P.M. said mortgage was duly left for record at the recorder's office of Union County Ohio and was duly recorded in Book "8" page 368 of his mortgage records. She said plaintiff says that when the payments of dues interest and premium on said note became due Jany 1st 1884 and of dues Sept 25 1884 that said defendant Susan Guy did not pay the same and has not paid them since nor any of the payments that have since become due but that the same remain and are due and unpaid.

Whereby the conditions of said mortgage deed has become broken and said mortgage has become absolute.

It is provided in the constitution & by laws of said association that fines at the rate of 5 cts per week per share of stock may be assessed for non payment of dues.

She said defendant John W. Clark is occupying said property and has or claims some interest therein.

The plaintiff, the said Home Building & Loan Association Company, therefore asks judgment against the said Susan Guy upon the note set for in the First Cause of action in the sum of $424 39/100 and upon the note set forth in the Third cause of action in the sum of $212. 07/100 Total amount $636.43 and that an account may be taken of the due interest and premium & fines to become due and that said premises may be sold and the proceeds applied to the payment of the said Judgment and for such other & further relief as law and equity may require.

Edward E. Cole Atty for Plff.

State of Ohio
Union County ss. } Edward E. Cole being first duly sworn says he is the secretary of the Home Building

and Loan Association Company of Marysville Ohio and that the facts stated and allegations in the foregoing are true as he believes.

Edward E Cole

Sworn to and subscribed before me this 2nd day of October 1886.

J. 2. Burgner. Clerk.

[Seal]

Praecipe — To Clerk: Issue Summons to Sheriff in the above action for James Guy Clarinda Guy, Susan Guy & John W. Clark endorsed foreclosure of Mtg. returnable according to law.

Edward E. Cole Atty. for Plff.

Afterward, on the 9th day of October A.D. 1886 the following Summons was issued by the Clerk of said Court which reads as follows, to-wit:

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

We command you to notify James Guy, Clarinda Guy, Susan Guy and John W. Clark, that they have been sued by The Home Building & Loan Association Company of Marysville O. in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of Nov. A.D. 1886 the petition of said Home Building & Loan Association Company against them filed in the Clerk's Office of said Court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 18th day of October A.D. 1886.

Witness my hand and the seal of said Court this 9th day of Oct. A.D. 1886.

J. 2. Burgner. Clerk.

[Seal.]

Endorsed: In action for Foreclosure.

Edward E. Cole. Plaintiff's attorney.

Said Writ returned and filed Oct 9th 1886. Endorsed as follows.

Sheriff's Return — The State of Ohio,
Union County, ss: Received this Writ Oct 9th A.D. 1886, at 2 o'clock P.M. and pursuant to its command, on the 12th day of Oct, A.D. 1886, I served the same by handing a true copy of this Summons with the endorsements thereon to the within named defendants James Guy, Clarinda Guy Susan Guy & John W. Clark. Service .75 Mileage 3.52 Affp. .80 Total $5.07

M. Hopkins, Sheriff.

Afterward, on the 20th day of Nov. A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit:

The Home Building and Loan Association Company at Marysville. Ohio. plff.
vs
Susan Guy, James Guy Clarinda Guy and John W. Clark. defdts.

Court Common Pleas. Union County Entry.

Entry. No. 5180

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Entry.

No. 5180

This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court find that the defendants Susan Guy, James Guy, Clarinda Guy and John W. Clark have been duly served with Summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true.

The Court further find that the defendant Susan Guy, as well as the other defendants, has failed to pay to the plaintiff the weekly installments of dues interest and premium on the promissory note set forth in the first cause of action in the petition and that there is due to said plaintiff in dues, interest, premium and fines thereon to the date of this decree the sum of $215 22/100 as follows: dues $73.00 premium $76 96/100, interest $50 86/100 Fines $14.60

The court further find that in order to secure the regular payment of said dues and other installments as well as those hereafter to become due the said Susan Guy executed and delivered to this plaintiff her certain mortgage in the petition described and on the premises therein described that said mortgage was on the 11th day of November 1881 duly recorded in Book 18 page 228 of the records of Mortgages of Union County and that the same is a good and valid and first lien on the premises described in the petition. The Court further find that the said defendant Susan Guy as well as the other defendants has failed to pay to the plaintiff the weekly installments of dues, interest and premium on the promissory note as set forth in the third cause of action in the petition and that there is due to said plaintiff as dues $45.25, interest $24.51, premium $35.25 and fines $7.10 to the first day of this term the sum of One Hundred & twelve 11/100 dollars. The Court further find that in order to secure the regular payment of said dues and other installments, as well as those hereafter to become due the said Susan Guy executed and delivered to this plaintiff her certain mortgage deed in the fourth cause of action of the petition described and on the premises therein described: that said mortgage was on the 7th day of April 1882 at 50c P.M. duly left for record and duly recorded in Book 18 page 368 of the mortgage records of Union County and is a good and valid lien of the premises described in the petition.

It is further considered by the court that unless the said defendant Susan Guy, James Guy & Clarinda Guy shall within one day from the entry hereof pay or cause to be paid to the said plaintiff the said sum of $327 50/100 to the the Clerk of this Court the costs herein taxed to $ defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue to the sheriff of Union County directing him to appraise advertise & sell said

premises as upon execution and return his proceedings to this court for further order.

Afterward, on the 23d day of November A.D. 1886 the following Order of Sale was issued by the Clerk of the 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 20th day of November A.D. 1886 in the cause of The Home Building and Loan Association Company of Marysville, Ohio, Plaintiff, and James Guy and others are Defendants, said Home Building and Loan Association Co. obtained a judgment or decree against the said Susan Guy for the sum of Three hundred & twenty seven & 33/100 Dollars, and —/100 Dollars costs of suit;

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Susan Guy shall within one day from the 20 day of Nov. A.D. 1886, pay unto the said Home Building and Loan Association Co. the said sum of —— —/100 Dollars with interest from 25th day of Oct., A.D. 1886, 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 statue regulating judgments and executions at law to sell the real estate described in Plaintiffs petition, &c.: And whereas, the one day aforesaid have fully expired and the said sum of $327.33/100 with interests 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 afore said, the following lands and tenements, to-wit: Situate in village of Marysville County of Union and State of Ohio, bounded and described as follows:

Beginning at a stake where the north line of North Street crosses the west line of Mary Peacocks lot: Thence in a northerly direction with the west line of said Peacocks lot Eleven (11) poles to a stake in said line: thence in a westerly direction in a line parallel with north street three and seven tenths (3 7/10) poles to a stake: Thence in a southerly direction in a line parallel with the first line Eleven (11) poles to the north line of north Street: Thence with the north line of north Street three and seventenths (3 7/10) poles to the place of beginning.

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 in-

Sheriffs Return

tenant, 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 23rd day of November A.D.1886.

{Seal}

J.L.Burgner, Clerk.

Said Writ returned and filed Jan.1 A.D.1887 endorsed as follows, to wit:

Sheriff's Return.

The State of Ohio.
Union County, ss.

In obedience to the command of the Order of Sale here to annexed I did on the 23rd day of November 1886 summon D.W. Court E.L. Price and J.T. Moore 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 23rd day Nov. A.D.1886, 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 Five 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 24 day of November 1886, 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 25 day of December A.D.1886 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 25 day of Dec., A.D.1886, at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came A.B. Robinson who bid for the same the sum of Three hundred and thirty four Dollars, and said sum being more than two-thirds of the appraised value thereof, and said A.B. Robinson being the highest and best bidder therefor. I then and there publicly sold and struck off said lands and tenements to him for said sum of Three hundred and thirty four Dollars. Service .30 Summoning & Swearing Appraisers 1.20 Writing Appraisal .30 Copy of Appraisal .30 Notice to Printer .30 Affidavit of Printer .30 Mileage .16 Poundage 5.01 Total 7.87 Appraisers' Fees 3.00 Printers' Fees 13.00

W. Hopkins, Sheriff.

afterward, on the 5th day of Jan. A.D.1887 the following Proof of Publication was filed with the Clerk of the said Court. to-wit:

Sheriff's Sale.

Court of Common Pleas, Union County, Ohio

The Home Building and Loan Association Company of Marysville, O.,
vs
James Guy et. al.

Docket P. Page 126.

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 for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, December 25th. 1886. 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 and State of Ohio, and bounded and described as follows: Beginning at a stake where the North line of North Street crosses the West line of Mary Peacock's lot; thence in a northerly direction with the west line of said Peacock's lot eleven (11) poles to a stake in said line; thence in a westerly direction in a line parallel with North Street three and seven-tenths (3 7-10) poles to a stake; thence in a southerly direction in a line parallel with the first line eleven (11) poles to the north line of North Street; thence with the north line of North Street three and seven tenths (3 7-10) poles to the place of beginning.

Appraised at $50.00 Terms of sale, cash.

Marion Hopkins, Sheriff Union County, Ohio.

E. E. Cole. Attorney. November 24th, 1886 - 5 w - pf. $13.00

Proof of Publication.

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 November 24, 1886.

W. O. Shearer.

Sworn to and subscribed before me, this 5th day of January 1887.

J. D. Bibgner, Clerk.

Afterward, on the 6th day of January A. D. 1887 the following Entry of Confirmation was made on the Journal by the Clerk of the said Court, to-wit:

Entry.

No. 5180

The Home Building and Loan Association Company of Marysville, Ohio. plaintiff.
vs
James Guy Susan Guy Clarinda Guy & John W. Clark, defts.

No. 5180 Entry.

On motion of the plaintiff and on his producing the return of the sheriff of the sale made under the former order of this court; and the court on careful examination of the proceedings of the said sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this court it is ordered that the said proceedings and sale heard thereby are hereby approved and confirmed. And it is further ordered that the said sheriff convey to the purchaser A. B. Robinson by deed according to law the property so sold and the said

Petition

No. 5158

t P. Page 126.

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purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the clerk cause satisfaction of the mortgages herein sued on to be entered on the records thereof in the office of the recorder of Union County. And the Court coming now to distribute the proceeds of said sale amounting to Nine Hundred and thirty four dollars it is ordered that the sheriff out of the money in his hands pay:

First. To the treasurer of this County the taxes penalty and interest against said property to wit the sum of $37.13

Secondly. The costs of this action taxed at $39 45/100

and the Court finds that the present value of the mortgages held by said plaintiff amounts to the sum of $636. 43/100 and that said sum is the next best lien upon said premises. it is therefore ordered that said sheriff pay

Thirdly To said plaintiff or E. E. Cole its attorney the sum of $257. 42 the balance remaining in his hands to be applied as a credit upon its judgement against the said Susan Guy. And there still remaining due to the said the Home Building & Loan association company the sum of $373. 60/100 execution is awarded against the said Susan Guy therefor.

Attest. John L. Burgner, Clerk.
By Nellie Robey, 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 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore. to wit: on the 31st day of Aug A.D. 1886. the following Petition was filed with the Clerk of said Court, to wit:

Petition

Adam L. Morey, Plaintiff,
vs.
Elisabeth Morey, widow of Joseph W. Morey deceased, Cordelia J. Dewitt and Charles B. Dewitt her husband, Melissa Montgomery and Henry D. Montgomery her husband, Hannah A. May and George May her husband, Joseph S. Morey, Benjamin F. Morey, Sherman W. Morey and Laura D. Morey a minor over 14 years of age, heirs at law of Joseph W. Morey, deceased.
Defendants.

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

Petition

Plaintiff has a legal right to and is seized in fee simple, as joint and one of the heirs at law of Joseph W. Morey deceased, of the undivided eighth part of the following real

estate situated in the County of Union, in the State of Ohio, beginning at three ashes in the East line of Survey No. 15941 and North East to Allen Hickocks land; thence with said line N. 9° W. 106 poles to three beeches and a dogwood; thence S. 81° W. 188 poles to three ashes; thence S 9° E. 106 poles to two ashes, a hickory and a red-oak N. W. corner to Hickocks said tract; thence with his line N. 81° E. 188 poles to the beginning containing 125 acres and being a part of Surveys Nos. 13592 and 15941.

The defendant Elizabeth Morey as widow of said Joseph W. deceased, is entitled to dower in said premises.

The defendants Cordelia J. Dewitt, Melissa Montgomery, Hannah May, Joseph D. Morey, Benjamin F. Morey, Sherman W. Morey, and Laura D. Morey defendants in common with plaintiff in said premises, subject to said dower, each being entitled to one undivided one-eight part of said premises.

Plaintiff desires to have his interest set off to him in severalty, and prays that the dower of said Elizabeth Morey may be assigned to her, and that subject thereto partition may be made, or, if that cannot be done without manifest injury, that such proceedings may be had as are authorized by law.

T. B. Sutton, Attorney for Plaintiff.

The State of Ohio, }
Union County, ss: } Adam L. Morey being first duly sworn according to law says the facts stated and allegations of his foregoing petition are true as he verily believes.

A. L. Morey.

Sworn to before me and subscribed in my presence by the said Adam L. Morey this 31st. day of August A.D. 1886.
[Seal] W. W. Medchant. Notary Public.

Afterward, on the 13th day of Sept. A.D. 1886 the following Waiver of Summons was filed with the Clerk of said Court, to-wit;

Waiver of Summons
No. 5158

Adam L. Morey, Plaintiff.
vs
Elizabeth Morey, widow of Joseph W. Morey deceased, Cordelia J. Dewitt and Charles B. Dewitt her husband, Melissa Montgomery and Henry D. Montgomery her husband, Hannah A. May and George May her husband, Joseph D. Morey, Benjamin F. Morey, Sherman W. Morey a minor over 14 years of age, and Laura D. Morey a minor over 14 years of age, heirs at law of Joseph W. Morey, deceased, defendants.

The State of Ohio, Union County, Court of Common Pleas.
Entry
Petition for Partition.
No. 5158

We the undersigned hereby waive the issuing and service of summons in the above entitled case and hereby enter our appearance therein. Elizabeth Morey, J. D.

Summons
No. 5158

Sheriff's Return
No. 5158

Morey, A. L. Morey, Hannah A. May, George W. May, Melipsa Montgomery, H. D. Montgomery, Ben F. Morey, Cordelia J. Dewitt, C. B. Dewitt.

Afterward, on the 13th day of Sept. A. D. 1886. the following Summons was issued by the Clerk of said Court which reads as follows, to-wit:

Summons

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

No. 5158

We command you to Notify Sherman W. Morey a minor over 14 years of age and Laura D. Morey a minor over 14 years of age. that they and others have been sued by Adam L. Morey in the Court of Common Pleas of Union County. and that unless they answer by the 16th day of Oct. A. D. 1886 the petition of said plaintiff Adam L. Morey against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 27th day of Sept A. D. 1886. Witness my hand and the seal of said Court. this 13th day of Sept A. D. 1886

{Seal} J. L. Burgner, Clerk.

Endorsed: In action for Partition.

T. B. Fulton, Plaintiff's Atty.

Said Writ returned and filed Sept 16th A. D. 1886

endorsed as follows, to-wit:

Sheriff's Return

No. 5158

The State of Ohio, Union County, ss. } Sheriff's Return. Received this Writ Sept 13th A. D. 1886, at 2 o'clock P. M. and pursuant to its command, on the 13th day of Sept. A. D. 1886. I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendants Sherman W. Morey and Laura D. Morey. Also personally on Emily Morey, Guardian of the above named minors over 14 years of age. Service .60 Mileage .96 Copy .60 Total $2.16

W. Hopkins, Sheriff.

Afterward, on the 25th day of Oct. A. D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, to-wit:

Entry

No. 5158

Adam L. Morey et al. vs E. Morey et al. } This day on motion to the court, James S. McCampbell an attorney at law practicing in this court was appointed Guardian ad litem of the minors defendants Sherman W. Morey and Laura D. Morey

And thereupon came the said James S. McCampbell and in open Court accepted said appointment and filed the answer of said defendants herein.

afterward, on the 26th day of Oct. A.D. 1886 the following answer was filed with the Clerk of said Court, to wit:

Adam L. Morey, Plaintiff
vs
S. Morey et al. Defendants.

The State of Ohio, Huron County
Court of Common Pleas.
Answer of Guardian ad litem.

answer
No. 5158

And now comes the said James S. McCampbell guardian ad litem for Sherman W. Morey and Laura D. Morey infant defendants herein and for answer herein says that he denies each and every allegation herein in anyway prejudicial to the interest of the said minor defendants and he asks that the interest of said minor defendants be fully protected by the court.

Jas. S. McCampbell Guard. ad litem.

afterward, on the 27th day of Oct. A.D. 1886 the following Entry was made on the Journal by the Clerk of the said Court, which reads as follows, to wit:

Adam L. Morey
vs
Elizabeth Morey et al.

Entry.

Entry.
No. 5158

This day this cause came on to be heard upon the petition, the answer of Sherman W. Morey and Laura D. Morey, minor defendants, by their guardian ad litem, James S. McCampbell, and the evidence

On consideration whereof the Court being fully advised in the premises finds that all the defendants have had due legal notice of the pendency and demand of the said petition, and that, except the said minor defendants, they are in default for answer thereto. Thereupon, the Court further finds that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff, Adam L. Morey, has a legal right to the one eighth part of said estate, and the defendants, Cordelia J. Devitt, Melissa Montgomery, Hannah Mary, Joseph H. Morey, Benjamin F. Morey, Sherman W. Morey, and Laura D. Morey are each entitled to one eighth part of said premises, but that each eighth part is subject to the dower of Elizabeth Morey, which she has in the said premises; and that the plaintiff is entitled to have partition made of said premises, as prayed in said petition.

It is therefore ordered, adjudged, and decreed that partition of said estate be made, and that the dower therein be assigned to the said Elizabeth Morey: and Thomas Brannon, Jacob Beem and Charles W. Leeper, three judicious and disinterested freeholders of the vicinity, are hereby appointed commissioners to make and set off the same, and Charles S. Lee is appointed Surveyor.

and it is ordered that if said estate is entire, and cannot be divided by metes and bounds, the dower of the said Elizabeth Morey be assigned as of one third of the rents, issues,

Writ of Partition and Dower

No. 5158

and profits thereof, and said estate be appraised subject to such dower interest.

And it is ordered that a writ issue to the sheriff of Union County, commanding him that by the oaths of the commissioners above named he cause to be set off and directed to each of the above named parties, the part and proportion of said estate to which they are hereinbefore severally found entitled, and also cause to be set off and assigned, in manner as above ordered, the dower of the said Elizabeth Morey, and of his proceedings herein the sheriff is ordered to make due return.

Afterward, on the 3rd day of Nov. A.D. 1886 the following Writ of Partition and Dower was issued by the Clerk of said Court to-wit:

Writ of Partition and Dower.

Writ of Partition and Dower

No. 5158

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

We command you, That without delay, by the oaths of Thomas Braymore Jacob Beem and Charles H. Seeper you cause to be set off and assigned to Elizabeth Morey widow of Joseph W. Morey late of said County, deceased, one full equal third part of the Real Estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situated in the County of Union, in the State of Ohio, beginning at three ashes in the east line of Survey No. 15941 and north east to Alley Hickocks land; thence with said line north 9° W. 106 poles to three beeches and a dogwood; thence S. 81° W. 188 poles to three ashes; thence S. 9° E. 106 poles to two ashes, a hickory and a red-oak N. W. corner to Hickocks said tract; thence with his line N. 81° E 188 poles to the beginning containing 125 acres and being a part of Surveys Nos 13592 and 15941.

Subject to said Dower estate among the persons named herein, and in the following proportions, to-wit: To Adam L. Morey one eighth part, To Cordelia J. Dewitt 1/8 part, to Melissa J. Montgomery 1/8 part, to Hannah May 1/8 part, to Joseph D. Morey 1/8 part, to Benjamin F. Morey, 1/8 part, to Sherman W. Morey 1/8 part, to Laura D. Morey 1/8 part, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain civil action, for Partition and Dower, wherein the said Adam L. Morey is Plaintiff, and Elizabeth Morey et al. are Defendants; And that your proceedings in the premises you distinctly certify, under your hands, to our said Court forthwith. Witness, my name and the Seal of the Court of Common Pleas, at the Court House in Marysville, O. this 3rd day of Nov. A.D. 1886.

{Seal}

J. L. Burgner, Clerk.

Sheriffs Return

No. 6158

Sheriffs Return.

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of P. M. Brannan J. W. Beem and G. W. Seeper, causing Dower to be assigned to Elizabeth Morey widow of Joseph Morey, deceased, and partition to be made of the premises in said Writ described; ~~and the said Commissioners being of the opinion that the said premises cannot be divided without manifest injury, I have caused the same to be appraised~~; all of which will more fully appear by reference to the report of the said Commissioners, herewith returned. Service 3.0 Mileage 1.92 Executing Writs Swearing Com. 1.20 Total $3.42

Given under my hand this 19th day of November a.D. 1886. M. Hopkins. Sheriff

Commissioners' Report.

Adam L. Morey
against
Elizabeth Morey et al.

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

According to the command of the Writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners after being first duly Sworn, and upon actual view of the premises, do set off and assign to the said Elizabeth Morey wife of Joseph W. Morey as her Dower estate in said lands in said partition described, the following tract, to-wit: Lot No. 1 - Beginning at a stone in the centre of the Jackson Road and in the east line of survey No. 13592-15941 and the north east corner of the lands of Joseph Morey Decd. Thence with the east line of said survey S 4½° E. 106.91 poles to a stone in the centre of said Jackson Road. Thence S. 84° W. 140 poles to a stone and tile south east corner of Lot No. 7 Thence with the east line of Lot No 7 N 3½° W. 21.10 poles to a stone and tile witness an ash marked westerly 5 feet; Thence N 84° E. 45.04 poles along the south line of lots No. 6 & 5 to a stone and tile witness an ash N. 3 6½° W. 6½ feet Hickory S. 73¼ E. 9½ feet and in the south east corner of Lot No. 5 Thence S 4½° E. with the west line of Lot No 4 19.88 poles to a stone & tile: Thence N. 84° E. 52.06 poles with the south line of lots 4-3-2 to a stone & tile in the South-east corner of Lot No. 2: Thence with the east line of Lot No. 2 N. 4½° W. 105.69 P. to a stone and tile in the centre of a gravel Road: Thence with the centre of said gravel Road N. 8 4¼° E. 42.90 Poles to the beginning and containing 35 acres. And we do make partition of the same subject to said Dower as follows:—

To Sherman M. Morey Lot No 2 12⅙ acres Beginning at a stone and tile in the centre of a gravel road and at the north west corner of Lot No. 1: Thence with the centre of said gravel road S. 84¼° W. 18.43 poles to a stone and tile northeast corner to Lot No. 3 Thence with the east line of Lot No 3 S. 4½° E. 105.69

poles to a stone & tile southeast corner to Lot No. 3 Thence N. 84° E 18.43 poles to a stone and tile corner to Lot No. 1 Thence with the west line of lot No 1 N. 4½° W. 105.69 poles to the beginning containing 12⅙ acres.

To Laura D. Morey Lot No. 3 10 acres.

Beginning at a Stone and tile in the northwest corner of Lot No 2 Thence with the centre of a gravel road S 84½° W. 15.20 poles to a stone & tile in the centre of said gravel road and north east corner of Lot No 4 Thence with the east line of Lot No 4 S 4½° E. 105.69 poles to a stone and tile in the south east corner of Lot No 4 Thence N 84° E. 15.20 poles to a stone & tile in the south west corner of Lot No 2 Thence with the west line of Lot No 2 N 4½° W. 105.69 poles to the beginning, containing 10 acres.

To Benjamin F. Morey Lot No 4 12⅙ acres.

Beginning at a stone & tile in the centre of a gravel road and in the northwest corner of Lot No 3 Thence with the centre of said gravel road S 84½° W. 18.43 poles to a stone and tile in the north east corner of Lot No 5 Thence with east line of Lot No 5 S 4½° E 105.72 poles to a stone & tile one of the corners to Lot No 1 Thence N 84° E. 18.43 poles to a stone and tile in the south west corner of lot No 3. Thence with the west line of Lot No 3 N 4½° W. 105.69 poles to the beginning containing 12⅙ acres.

To Joseph F. Morey Lot No 5 12⅙ acres

Beginning at a stone and tile in the northwest corner of Lot No 4 Thence S 84½° W. with the centre of a gravel Road 23.49 poles to a stone and tile in the north east corner of lot No 6: Thence with the east line of lot No 6 S. 5° E. 86.17 poles to a stone & Tile (witness a beech bears N. 5 7½° E. 16 feet) in the south east corner of lot No 6: Thence N. 84° E. 22.52 poles to a stone and tile (witness an ash N. 36½° W. 6½ feet, an Hickory S. 73¼° E. 9½ feet) in the line of Lot No. 4 Thence with the west line of Lot No 4 N. 4½° W. 85.81 poles to the beginning containing 12⅙ acres.

To Adam L. Morey Lot No 6 12⅙ Acres.

Beginning at a Stone and tile in the centre of a gravel road and at the northwest corner of lot 5: Thence with the centre of said gravel road S. 84¼° W. 23.49 poles to a stone and tile in the north east corner of Lot No 7: Thence with the east line of lot No 7 S 5½° E. 86.17 poles to a stone and tile (witness an ash westerly 5 feet) a corner to Lot No 1 Thence N. 84° E. 22.52 poles to a Stone and tile (witness a beech N 5 7½° E. 16 feet) in the southwest corner of Lot No 5 Thence with the west line of lot No 5 N 5° W. 86.17 poles to the beginning—

containing 12 1/6 Acres.

To Melissa J. Montgomery Lot No 7 - 12 1/6 Acres

Beginning at a stone & tile in the centre of a gravel road and in the Northwest corner of Lot 6 Thence with the centre of said gravel road S 84 1/4° W. 18.16 poles to a stone and tile in the north east corner of Lot No 8 thence with the east line of lots No 8 & 9 S 5 1/2° E 107.27 poles to a stone and brick in the Southeast corner of Lot No 9, Thence N. 84° E. 18.16 poles to a stone and tile in the southwest corner of Lot No 1 Thence with the west line of lots No 1 & 6 N 5 1/2° W. 107.27 poles to the beginning containing 12 1/6 Acres.

To Cordelia J. Dewitt Lot No. 8 12 1/6 Acres

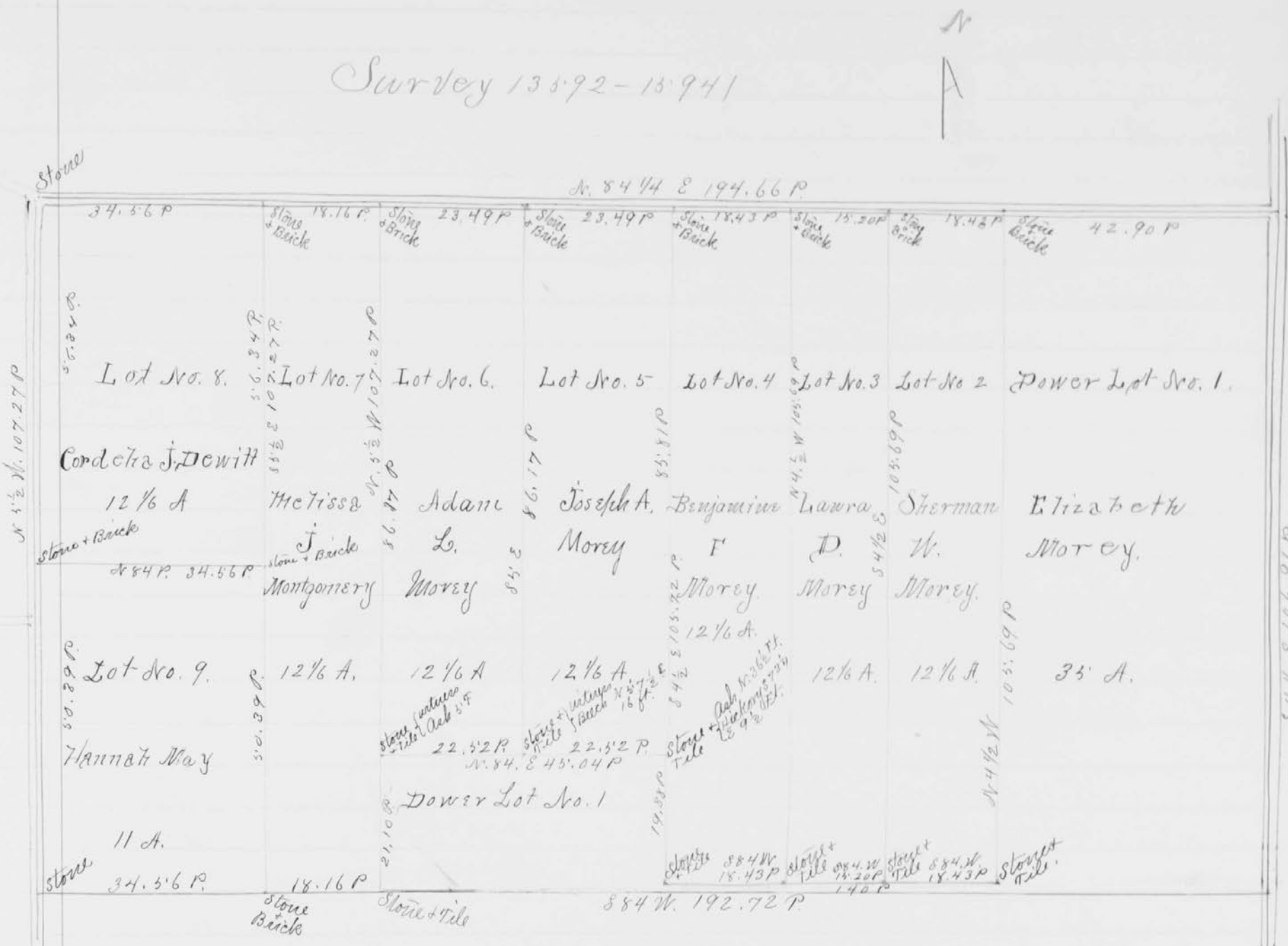
Beginning at a stone in the northwest corner of the lands of Joseph Morey Decd and in an angle of a gravel road Thence with the centre of said gravel road N. 4 3/4° E. 34.56 poles to a stone and brick in the northwest corner of lot No 7 Thence with the west line of lot No 7 S. 5 1/2° E. 56.34 Poles to a stone and brick in the north east corner of Lot No 9 Thence with the north line of Lot No 9 S 84° W. 34.56 poles to a stone and brick in a gravel road Thence with the centre of said gravel road N. 5 1/2° W 56.34 Poles to the beginning.

containing 12 1/6 Acres.

To Hannah Wray Lot No. 9 11 acres

Beginning in the centre of a gravel road & in the in the southwest corner of the lands of Joseph Morey Decd. Thence with the centre of said gravel road N. 5 1/2° W. 50.93 poles to a stone & brick in the southwest corner of Lot No. 8 Thence with the south line of Lot No 8 N 84° E 34.56 poles to a stone & brick in the west line of lot No 7 and the south east corner of lot No 8 Thence with the west line of lot No 7 S 5 1/2° E 50.93 poles to a stone and brick in the south west corner of lot No 7 Thence S 84° W. 34.56 poles to the beginning

containing 11 Acres.



Given under our hands. this 19th day of Nov. A.D. 1886
S. M. Brannon. J. W. Beem. C. W. Leeper. Commissioners.

Fees.		Fees.	
Commissioners		C. S. Lee Surveying 2 Days	10.00
S Brannon	1D. 1.00	1 Plat 14 Lines	1.40
C. Leeper	1D. 1.00	10 calculations	2.50
J. Beem	1D. 1.00	2 Descriptions	1.00
			$14.90
W. Lawrence 2 Days C.C.			2.50
C. Leeper 1. " "			1.25
S. Brannon 1 " Rod Man			1.25
J. Beem 1 " Ax Man			1.25

Afterward on the 20th day of Nov. A.D. 1886 the following Entry of Confirmation of Partition was made on the Journal by the Clerk of said Court, to wit:

Entry. No. 5758

Adam L Morey vs Elizabeth Morey et al.

On motion to the Court by the plaintiff, and upon producing the return of the Sheriff and the report of the commissioners heretofore appointed herein, and the same having been examined by the Court, and found in all respects correct, the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said Elizabeth Morey have and possess the lands so assigned to her, as and for her reasonable dower in the premises; and that the other said parties hold in severalty the parts and premises so set off and assigned to each respectively.

And the Clerk is hereby directed to have so much of this decree, as will show the transfer of title to the several parties, put upon record in the office of the recorder of this county. And it is further ordered that the costs of this action, including a counsel fee of $5.00 to T. B. Fulton, attorney for services herein, taxed at $ be paid by said parties ~~in the following proportions, to-wit~~;

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 25th day of Oct. in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 8th day of Oct. A.D. 1886 the following Petition was filed with the Clerk of said Court, to-wit;

Petition

No. 5184

Mattie Alden, Plaintiff.
vs
Theodore F. Wilson and
Annie E. Wilson, Defendants

Court of Common Pleas.
Union County Ohio.

Petition.

The plaintiff says—

I First cause of action— The defendant Theodore F. Wilson is indebted to the plaintiff in the sum of Four Hundred and Twelves and 80/100 Dollars which the plaintiff claims with interest from the 1st day of October A. D. 1884 on two promissory notes of which the following are copy's with all credits and endorsements thereon—

"$206 15/100 Oct 1st 1884.

"Twelve month after date I promise to pay" "to the order of Mattie Alden Two Hundred and six and 15/100" "Dollars with interest at eight per cent per annum value" "received. T. F. Wilson

"This note is secured by mortgage deed dated Dec 12 1881"

"$206 15/100 Oct 1st 1884.

"Two years after date I promise to pay to"

"the order of Mattie Alden Two Hundred and Six 15/100 Dollars with "
"interest at 8 per. cent per. annum. value received. "
" J. L. Wilson. "
This note is secured by mortgage deed dated Dec 12" 1881.
There are no credits or endorsements on either of said notes - and the same was given in renewal of the balance due upon three other notes for the sum of eight hundred and seventy Dollars. secured by the mortgage referred to in the margin of the notes above described and being the same mortgage this action is brought to foreclose.
Second Cause of Action:
At the time of delivering said notes and to secure the payment of the same. the defendant did together with his wife who released her dower therein duly executed and delivered to plaintiff his mortgage deed conveying the following premises "Being all of Out Lots Nos Eighty one and Eighty Two in the village of Milford Center Union County Ohio" The conditions contained in said mortgage deed was that if the said Wilson should pay or cause to be paid to Mattie Alden the aforesaid three promissory notes for the sum of Eight Hundred and Seventy Dollars with 8 per. cent interest - then said mortgage should be void - That said notes were paid by said Wilson - except the Amount of $412 30/100 Dollars. for which sum the two first described were executed by said Wilson in renewal of the balance due upon said three notes for said sum of Eight Hundred and seventy Dollars with its said interest.
On the 20" day of December A.D. 1881 at 4 1/2 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 47 Page 231 of his records.
Plaintiff therefore asks Judgement against defendant in said sum of Four Hundred and Twelve 30/100 Dollars with interest from October 1st 1884 and that said premises may be sold and the proceeds applied to the payment of said Judgement —
D. W. Ayers. Atty for Plaintiff

State of Ohio,
Union County. ss. Mattie Alden being first duly sworn says she believes the facts stated and allegation in her foregoing petition are true.
Mrs. Mattie Alden.
Sworn to before me and signed in my presence by the said Mattie Alden this 7" day of October A.D. 1886.
J. L. Turner J.P.

Praecipe. Clerk; Issue summons to sheriff Union County Ohio - for Annie E. Wilson. Endorse: "Action to Foreclose Mort

gage and returnable according to law."
D. W. Ayers atty. for Plff.

Afterward on the 8th day of October A. D. 1886 the following Summons was issued by the Clerk of said Court which reads as follows, to-wit:

Summons — The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting.
We command you to notify Annie E. Wilson, that
No. 5184 — she & T. S. Wilson have been sued by Mattie Alden in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of Nov. A. D. 1886 the petition of said plaintiff Mattie Alden 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 18th day of Nov. A. D. 1886.
Witness my hand and the seal of said Court, this 8th day of October A. D. 1886
{Seal}
J. L. Burgner, Clerk.

Endorsed: In action for Foreclosure of Mortgage.
D. W. Ayers Plaintiff's Attly.

Sheriff's Return — Said Writ returned and filed Oct 18th 1886, endorsed as follows, to-wit:
The State of Ohio, Union County, ss. Sheriff's Return.
Received this Writ Oct 8th A. D. 1886, at 2 o'clock P. M. and pursuant to its command, on the 8th day of Oct. A. D. 1886, I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendant Annie E. Wilson. Service 30 Mileage 80 Copy 20 Total 1,30
M. Hopkins, Sheriff.

Afterward, on the 8th day of Oct. A. D. 1886 the following Affidavit was filed with the Clerk of said Court, to-wit:

Affidavit — Mattie Alden - Plaintiff
vs.
Theodore S. Wilson and
No. 5184 — Annie E. Wilson Defendants

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

Mattie Alden plaintiff being first duly sworn says that service of summons can not be made in this state on the defendant Theodore S. Wilson and the cause is one of those mentioned in section Two thousand and forty eight of the Revised Statutes of Ohio.
Mrs. Mattie Alden.
Sworn to before me and signed in my presence by the said Mattie Alden this 7th day of October A. D. 1886.
J. B. Turner J. P.

Proof of Publication — No. 5184 — Proof ... lish... lishe... eral... ... the ... last ... me, ... Prin... Mar... The... Our... of In... A. D. ... Cou... The... and... debt... at 8... the... gain... D. ... for... ing... Cou... Ma... Answer & Cross Petition — No. 5184 — T. S... and... here... debt... 1886... hun... rate... fend... fere...

Afterward, on the 17th day of Nov. A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication.

Proof of Publication No. 5184

A. H. Beightler Being duly sworn says he is the Publisher of the The Marysville Times, a weekly Newspaper, published in Marysville, Union County, Ohio, and having a general circulation therein, and that the annexed advertisement was published in said Newspaper Six consecutive weeks the first insertion being on the 9th day of October, 1886 and the last on the 13 day of November 1886.

A. H. Beightler.

Sworn to and subscribed by A. H. Beightler before me, this 17th day of November 1886.

Printer's Fees $7.50 J. D. Burgner, Clerk.

Legal Notice.

Mattie Alden, Plaintiff } Court of Common Pleas of
vs } Union County, Ohio.
Theodore F. Wilson, and
Annie E. Wilson, defendants.

Theodore F. Wilson, residing at Ft. Wayne in the State of Indiana, will take notice that on the eighth day of October A.D. 1886, the plaintiff filed her petition in the Common Pleas Court of Union County, Ohio in case No. against the said Theodore F. Wilson and Annie E. Wilson, praying for the foreclosure of a mortgage made by said Theodore F. Wilson to Mattie Alden on Lots No. 81 and 82 in the village of Milford Center, Ohio given to secure a debt on which there is a ballance of $412.30 due with interest at 8 per cent from October 1st 1886.

Said parties are required to answer on or before the the Sixth Day of November or Judgment may be taken against them.

D. W. Ayers Attorney for plaintiff } Mattie Alden. 41-6ov.

Afterward, on the 9th day of Nov. A.D. 1886 the following Answer and cross petition was filed with the Clerk of said Court, to-wit:

Answer & Cross Petition No. 5184

Mattie Alden, Plaintiff, } In the Court of Common Pleas of
Against } Union County, Ohio.
F. F. Wilson et al., Defendants. } Answer and cross petition of defendant R. B. Morse jr.

And now comes the said defendant R. B. Morse jr. and by leave of Court files this his answer and cross petition herein and says: That the said defendant F. F. Wilson is indebted to this defendant on a promissory note dated July 5th 1886, due one year after date and calling for the sum of Two hundred and Seventy Dollars with interest from date at the rate of six per cent per annum payable annually.

That on said 5th day of July A.D. 1886 the said defendants F. F. Wilcox and Annie E. Wilson executed and delivered to the said defendant R. B. Morse jr. their mortgage deed

of that date and thereby conveyed to this defendant the premises described in plaintiff's petition.

The condition contained in said mortgage was in substance, that if the said defendant T. S. Wilson should pay or cause to be paid to said defendant R. G. Morse jr. the above mentioned promissory note with the interest thereon then said mortgage should be void, otherwise to be and remain in full force and virtue in law forever.

Said mortgage was duly filed with the recorder of said Union County, Ohio. for record, on said 5th day of July 1886 at 9 o'clock A. M. and was duly recorded in Volume 21 page 522 of the Records of Mortgages of said county.

The said defendant R. G. Morse jr. therefore asks that if said premises are sold the interest of this defendant be fully protected and for all other and further relief to which he may be entitled.

Brodrick & McCampbell, Attorneys for Defendant.

R. G. Morse, jr.

The State of Ohio, County of Union, ss. R. G. Morse jr. the above named defendant being first duly sworn deposes and says that that the facts stated in the foregoing Answer and cross petition are as affiant believes true.

Ray G. Morse, Jr.

Sworn to by the said R. G. Morse jr. before me and signed by him in my presence this 9 day of November a. D. 1886.

[Seal] J. Q. Burgner. Clerk.

Order of Sale No. 5184

Afterward, on the 18th day of Nov. A. D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. No. 5184

Mattie Alden vs Annie E. Wilson and Ray G. Morse — Defts. Entry.

Now comes the plaintiff by her Attorneys and the Defendants Theodore S. Wilson being in default for Answer and Demurrer the Court find the allegations of the petition are confessed by them to be true and find that the defendant Theodore S. Wilson is indebted to the plaintiff Mattie Alden on the notes set forth in the petition in the sum of $480 96/100

It is therefore considered ordered and adjudged by the court that the said plaintiff recover from the said defendant the said sum of $480.96/100 with interest thereon at 8% from the 25th day of October 1886 and her costs herein expended taxed to $

The court further find that in order to secure the payment of said notes the defendants Theodore S. Wilson and Annie E. Wilson his wife executed and delivered to the said Mattie Alden, their certain mortgage deed as in the petition set forth and on the premises therein described

That said mortgage was duly recorded in Book 17 Page 231 of the record of Mortgages of Union County Ohio, and is a good first and valid lien on the premises described in the petition: and that the conditions contained in said mortgage have been broken.

It is therefore adjudged and decreed that unless Theodore F. Wilson shall within 2 days from the entry of this decree pay or cause to be paid to the clerk of this court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest at 8% from the 25th day of October 1886, 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 Ohio, directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this court for further order.

Afterward on the 22d day of Nov. A.D. 1886 the following 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:

No. 5184

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said county, on the day of Nov. A.D. 1886, in the cause of Mattie Alden Plaintiff, and T. F. Wilson et al Defendants, said Mattie Alden obtained a judgment or decree against the said T. F. Wilson for the sum of four hundred and eighty and 96/100 Dollars, and — /100 Dollars costs of suit: and whereas, it was then and there by said Court ordered, adjudged and decreed, that the said T. F. Wilson shall within 2 days from the 18th day of Nov. A.D., 1886, pay unto the said Mattie Alden the said sum of four hundred and eighty and 96/100 Dollars with interest from 25 day of Oct, A. D., 1886, at the rate of 8 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $— and upon default to pay the same that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgments and executions at law, to sell the real estate described in Plaintiff's petition, &c.: And whereas, the 2 days aforesaid have fully expired and the said sum of $480.96 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 land and tenements, to-wit.:
Situated in the County of Union and State of Ohio, bounded and described as follows; Being all of In Lot No eighty one in the village of Milford Center, 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 22nd day of November A.D. 1886

{Seal} J.L. Burgner. Clerk

Said Writ returned and filed Jan. 1st A.D. 1887.

endorsed as follows, to wit:

Sheriff's Return

No. 5184

The State of Ohio.
Union County, ss. In obedience to the command of the order of Sale hereto annexed I did on the 22 day of Nov. 1886 Summon Aaron Boylan John P. Connor and John C. Price 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 22 day of Nov., A.D., 1886, 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 Five 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 26 day of November 1886, I caused to be advertised in the Marysville Times (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 1st day of January, A.D., 1887, 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 1st day of January, A.D. 1887, at the time and place above mentioned, proceed to offer said lands and tenements at public sale and then and there came U. S. Alden agent for Mattie Alden who bid for the same the sum of Five hundred and twenty Dollars and said sum being more than two-thirds of the appraised value thereof, and said U. S. Alden agent for Mattie Alden 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 Five hundred and twenty Dollars. Service .30 Summoning & Swearing appraisers 1.20 Writing Appraisal .30 Copy of Appraisal .30 Notice to Printer .30 Affidavit of Printer .30 Mileage .80 Total $3.50 Apprais-

Proof of Publication

No. 5184

Entry.

No. 5184

-ers' Fees 3.00 Printers' Fees—

M. Hopkins, Sheriff.

Afterward, on the 5th day of Jan. A.D., 1887. the following Proof of Publication was filed with the Clerk of said Court to-wit:

Mattie Alden
vs.
J. F. Wilson et al.

Sheriff's Sale.
On Order of Sale.
Court of Common Pleas Union Co., O.

Proof of Publication

No, 5184

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, January 1st, 1887. at or about the hour of 1 o'clock. P.M. on said day. the following described real estate, to-wit:

Situated in the village of Milford Centre, County of Union and State of Ohio, and bounded and described as follows: Being all of in-lot No. Eighty-two (82) in the village of Milford Centre, Union County, Ohio.

Appraised at $500.00 Terms of sale cash.

Marion Hopkins, Sheriff. Union County, O.
D. W. Ayers, Attorney.

Proof of Publication.

A. H. Beightler - Being duly sworn says he is the Publisher of the, The Marysville Times, a weekly Newspaper, published in Marysville, Union County, Ohio. and having a general circulation therein, and that the annexed Advertisement was published in said Newspaper five consecutive weeks, the first insertion being on the 27th day of November 1886 and the last on the 1st day of January 1887.

A. H. Beightler.

Sworn to and subscribed by A. H. Beightler before me, this 5th day of January, 1887.

Printers' Fees $6.50

J. L. Burgner, Clerk.

Afterward, on the 7th day of January, A.D., 1887. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Mattie Alden
vs.
J. F. Wilson et als.

Entry.

No. 5184

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 Mattie Alden by deed according to law the property so sold and described as follows- Being all of In Lot No. Eighty Two 82 in the village of Milford Center Union County, Ohio.

And the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they can be paid herein for the protection of his title

And a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that said clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the recorder of said Union county and the court coming now to distribute the proceeds of said Sale amounting to Five Hundred and Twenty Dollars. & (520.00) it is ordered that the Sheriff out of the money in his hands pay First To the Treasurer of Union county the taxes penalty and interest against said property to-wit the sum of $0. Secondly the costs of this action taxed to $ 31.92. Thirdly to the plaintiff Mattie Alden the Amount heretofore found due her with interest to-wit the sum of $487.38.

attest. John L. Buzzard, Clerk.
By Nellie Roney. 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 25th day of Oct. in the year of our Lord One thousand eight hundred and eighty six. Heretofore, to-wit, on the 10th day of Oct. A. D. 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Petition No. 4932

E. C. Williams - Plaintiff,
Against
Charles Eugene Lemay, Lewis Addison Lemay and Lewis Lemay - Defendants.

Court of Common Pleas, Union County, Ohio.
Petition

The plaintiff says:

That on or about the 19th day of May A. D. 1885 Mary J. Graham late of Union County Ohio died seized in fee simple of the following premises situate in the county of Union and State of Ohio and in the village of Marysville, Being Out Lot Number Thirty-one (No. 31) in said Village of Marysville = Beginning two rods east of a lot formerly owned by Thomas Patch and now owned by Elbridge Green, thence running east five rods on the north line of the street: thence North ten rods: thence west five rods: thence South ten rods to the place of beginning & being the same lot conveyed to Robert Graham

Waiver of Summons No. 4932

by Edward Mc. Vey & wife Aug. 12, 1867 & by Robert Graham's heirs to Mary J. Graham Feb. 21. 1882 (see Vol. 5 - page 105 Deed Record of Union County Ohio.)

2d She said Mary J. Graham at her decease was a widow, and left the plaintiff her only son and Lewis Addison Lemay & Charles Eugene Lemay, minors and children and sole heirs at law of Flora Lemay who was the only daughter of said Mary J. Graham deceased her sole heirs at law.

3rd The said premises described to the following persons only heirs and legal representatives of the said Mary J. Graham = 1 = To your petition a son of said Mary J. Graham 2nd To the defendants Charles Eugene Lemay a minor 11 yrs of age and Lewis Addison Lemay a minor 9 yrs of age both children & only heirs at law of Flora Lemay, deceased, an only daughter of said Mary J. Graham deceased -

The defendant Lewis Lemay is the legal guardian of said two minor children -

3rd. The above parties have the following undivided estate in said premises.

1st. The plaintiff one undivided one half in fee:

2d The said Charles Eugene Lemay one undivided one fourth in fee

3rd The said Lewis Addison Lemay one undivided one fourth in fee.

This petitioner prays that Charles Eugene Lemay, Lewis Addison Leandy and Lewis Lemay, their guardian be made parties defendant to this petition: and your petitioner desiring to hold his said interest in severalty prays that partition may be made or if partition cannot without manifest injury be made, then that the premises may be sold or other order taken pursuant to law.

A. E. Carpenter. Atty for Petition.

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

E. B. Williams the above named plaintiff being sworn says that the facts stated and allegations contained in his foregoing petition are true as he verily believes.

E. B. Williams

Sworn to by E. B. Williams before me and signed by him in my presence this 10th day of October A. D. 1885.

Seal

J. L. Burgner, Clerk.

Afterward, on the 9th day of Nov. A. D. 1885 the following Waiver of Summons was filed with the Clerk of said Court, to-wit:

E. B. Williams - Plff.
against
Charles Eugene Lemay, Lewis Addison Lemay, & Lewis Lemay - Defts.

Waiver of Summons No. 4932

Court of Common Pleas, Union County Ohio. Action for Partition.

We the undersigned defendants hereby severally waive the issuing and service of summons upon us in the above entitled case and severally enter our appearance herein this 10-day of October A.D. 1885. Lewis Lemay Guardian.
Charles Eugene Lemay. Lewis Addison Lemay.

Afterward, on the 9th day of Nov. A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 4932

E. B. Williams
vs
Chas. Eugene Lemay et als.

Court of Common Pleas, Union County Ohio:

It appearing to the court that the defendants Lewis Addison Lemay and Charles Eugene Lemay are both minors under the age of fourteen years, and together with their guardian, have had legal notice of this action and have entered their appearance herein. On motion of plaintiff Jno. M. Brodrick is hereby appointed guardian for the suit for said minor defendants. And now comes the said Jno. M. Brodrick and in open court accepts said appointment.

Afterward, on the 9th day of Nov. A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 1932

E. B. Williams
vs
Chas. Eugene Lemay et als.

Court of Common Pleas.
Union County, Ohio.
Answer of Guardian ad. litem.

And now come Lewis Addison Lemay & Chas. Eugene Lemay by Jno. M. Brodrick their guardian ad litem and for answer to plaintiffs petition say they know nothing of the allegations of plaintiff petition and demand proof of same; and ask that their rights in the premises be protected by the court. John M. Brodrick Guardian ad. litem. &c

Afterward on the 9th day of Nov. A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 1932

E. B. Williams
vs
Chas. Eugene Lemay et als.

No. 4932

And now came the said E. B. Williams by A. E. Carpenter, his attorney and thereupon this case came on to be heard upon the petition, answer of the infant defendants by their guardian ad litem, and the evidence and was agreed by counsel, on consideration whereof the court do find that due and legal notice of the pendency of this action has been given to all the parties herein and that all of said parties have duly waived service of summons and entered their appearance herein: and the court do further find that the said E. B. Williams

Writ of Partition. No. 4932

has a legal right to and is seized in fee simple of one undivided one half of the said premises: and the Court do further find that the said Charles Eugene Seeray and Lewis Addison Seeray are tenants in common in said premises with the said E. B. Williams and are each entitled to one undivided one fourth part thereof.

It is therefore ordered that a writ of partition issue to the sheriff of said County of Union commanding him that by the oaths of Jas. W. Silton John Mitchel + E. D. Doolittle the partition be made of said lands in the following proportions, to-wit- To the said E. B. Williams one half part. To the said Chas. Eugene Seeray one fourth part + to the said Lewis Addison Seeray one fourth part.

And it is further ordered that the sheriff return his proceedings in the premises forthwith.

afterward, on the 9th day of Nov. A. D. 1885 the following Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition. No. 4932

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

We command You; That without delay, by the oaths of James W. Silton John Mitchell + A. D. Doolittle you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, and in the Village of Marysville, beginning two rods East of a lot formerly owned by Thomas Patch and now owned by Elbridge Green, thence running east five rods on the north line of the Street: thence North ten rods: thence west five rods: thence South ten rods to the place of beginning and being the same lot conveyed to Robert Graham by Edward McVey + wife Aug 12: 1867 and by Robert Grahams heirs to Mary J. Graham Feb. 21-1882 (see vol 5 page 105 Deed record of Union County, Ohio, among the persons named herein, and in the following proportions, to-wit; To E. B. Williams one half part, to Charles Eugene Seeray one fourth part, to Lewis Addison Seeray one fourth part, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition wherein the said E. B. Williams is petitioner, and the said Charles Eugene Seeray and Lewis Addison Seeray are respondents; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith. Witness my hand and the seal of said Court of Common Pleas, at the Court House in Marysville this 9th day of Nov. A. D. 1885.

J. D. Burgner. Clerk.

Sheriffs Retiurn

No. 4932

Sheriff's Retiurn.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of J. W. Silton A. D. Doolittle and John Mitchell (causing said partition to be made, as will appear by the report of the Commissioners herewith returned.)

Given under my Hand, This 10th day of November A. D. 1885. Service 30 Mileage .16 Executing Writ 1.20 Swearing Com. 1.20 Total $2.86

M. Hopkins, Sheriff.

Commissioners' Report.

E. G. Williams
against
Chas. Eugene Lemay et al.

Union County, ss.
Court of Common Pleas.
In Partition.

Commissioners' Report.

No. 4932

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises we are of the opinion that the said lands cannot be divided without manifest injury; and we do estimate the value of the same at $1200.00 Twelve hundred Dollars.

Given under our hands this 10 day of November, A. D. 1885.

J. W. Silton
A. D. Doolittle
John Mitchell
} Commissioners.

Afterward, on the 11th day of Oct. A. D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to wit;

Entry.

No. 4932

E. G. Williams
vs
Chas. E. Lemay et als.

No. 4932

On motion to the Court by A. L. Carpenter counsel for petitioner and upon producing the return of the sheriff and the report of said Commissioners heretofore appointed, and the same having been examined by the Court here, and found in all respects correct and in conformity to law: It is hereby ordered that the said proceedings and report be and the same is hereby approved and confirmed: and thereupon neither of said parties electing to take said premises at the said valuation, it is ordered that the said premises be sold at public sale by the sheriff of said county of Union according to law, and that he return his doings in the premises as soon as said sale is made to which time this action is continued.

Afterward on the 10 day of Nov. A. D. 1885. the following Order of Sale was issued by the Clerk of said Court to wit;

Order of Sale

No. 4932

Sheriff's Retiurn.

No. 4932

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Order of Sale in Partition.

Order of Sale

No. 4932

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 October Term, A.D. 1885, in a certain Petition for Partition, now pending in said Court, wherein E. L. Williams is petitioners, and Charles Eugene Lemay and Lewis Addison Lemay are respondents, we command you that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to-wit: Situate in the county of Union and State of Ohio and in the village of Marysville - Beginning two rods East of a lot formerly owned by Thomas Patch, and now owned by Elbridge Green, thence running east five rods on the north line of the Street: Thence North ten rods: thence west five rods: Thence south ten rods to the place of beginning, and being the same lot conveyed to Robert Graham by Edward Mc. Vey and wife August 12" 1887, and by Robert Graham's heirs to Mary J. Graham Feb 21st 1882 (See vol 5. page 105 Deed record of Union County, Ohio.

Appraised at $ 1200.00 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 10th day of Nov. A.D. 1885.

J. L. Burgner, Clerk

Sheriff's Return

Sheriff's Return

No. 4932

As commanded by this Writ, I have caused the lands and tenements, therein 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 12" day of December A.D. 1885, at 1½ o'clock, P. M. on said day, at the door of the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this Writ: Not sold for want of bidders. Service 30 Copy to printer 30 Total 60 Printer's Fees $10.50

M. Hopkins sheriff
Union County, Ohio.

Afterward, on the 4" day of March A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

E. L. Williams
vs
Charles E. Lemay, et al.

Court of Common Pleas, Union County, O.
On Partition Sale.

By virtue of the above stated writ, to me directed from the Court of Common Pleas of Union County, Ohio.

I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, December 12th, 1885. at or about the hour of one o'clock, p.m. of said day, the following described real estate, to wit: Situated in the village of Marysville, County of Union and State of Ohio, and bounded and described as follows: Beginning two rods East of a lot formerly owned by Thomas Patch and now owned by Eldridge Green; thence running E. five rods on the North line of the street; thence N. 10 rods; thence West 5 rods; thence S. 10 rods to the place of beginning, and being the same lot conveyed to Robert Graham by Edward Mc. Vey and wife, August 12, 1867, and by Robert Graham's heirs to Mary J. Graham, February 21st. 1882, (see vol. 5 page 105, Deed Record of Union County.) appraised at $1,200.

Proof of Publication No. 4932

Sheriff's Return. No. 4932

Terms of Sale - One third in cash, one third in one year, and one third in two years, the deferred payments to be secured by mortgage on the premises, with interest at 6 per cent per annum.

Marion Hopkins, Sheriff of Union County, Ohio.

A. J. Carpenter, Attorney.

Nov. 11, 1885 - 5.20 $10.50

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 Nov. 11th 1885

W. O. Shearer.

Sworn to and subscribed before me, this 4 day of Mar. 1886.

J. L. Burgner. Clerk.

[Seal]

Afterward, on the 26th day of Oct. A.D. 1886 the following Order of Sale In Partition was issued by the Clerk of said Court, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of Union County - Greeting:

Order of Sale. No. 4932

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the October term A.D. 1885 in a certain civil action now pending in said Court wherein E. C. Williams is Plaintiff, and Charles Eugene Lemay & Lewis Addison Lemay are Defendants, we command you that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to-wit:

Situated in the County of Union and State of Ohio and in the village of Marysville - Beginning two rods East of a lot formerly owned by Thomas Patch and now owned by Eldridge Green; thence running East five rods on the North line of the Street; thence North ten rods; thence west five rods; thence South ten rods to the place of beginning, and being the same lot conveyed to Robert Graham

by Edward Mc. Vey and wife, August 12th 1867 and by Robert Grahams heirs to Mary J. Graham, Feb. 21st. 1882 (see vol 5 page 105 Deed Record of Union County, Ohio.

Appraised at $1200.00; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this Writ.

Witness my hand and the seal of the said Court, at Marysville, O. this 26 day of Oct. A.D. 1886

{Seal} J. Z. Burgner. Clerk.

Sheriffs Return.

No. 4932

Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenements therein 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 27th day of November A.D. 1886, at 1 o'clock, P.M., on said day, at the door of the Court House in said County, I offered for sale, at public auction, the lands and tenements described in this Writ:

And then and there came William Miller who bid for the same the sum of Eight hundred Dollars, said sum being two-thirds the appraised value; and he being the highest and best bidder was declared the purchaser. Service 30 Copy to Printer 30 Poundage 6.00 Total $6.60 Abstg. Deed 2.00 Recording Mortgage 1.25 Total $9.85 Printers' Fees 12.00 M. Hopkins, Sheriff.

Afterward, on the 5th day of Jan. A.D. 1887 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication.

E. L. Williams
vs
Charles E. Searay et al.

Court Common Pleas, Union County, O.
On Partition Sale.

No. 4932

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio. I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, November 27th, 1886. at or about the hour of one o'clock p.m. on said day, the following described real estate, to-wit: Situated in the village of Marysville, County of Union and State of Ohio, and bounded and described as follows: Beginning two rods East of a lot formerly owned by Thomas Patch, and now owned by Elbridge Green: thence running E. five rods on the North line of the street; thence N. 10 rods; thence West 5 rods; thence S. 10 rods to the place of beginning, and being the same lot conveyed to Robert Graham by Edward Mc. Vey and wife, Aug 12, 1867, and by Robert Grahams heirs to Mary J. Graham February 21st 1882. (see vol 5 page 105. Deed Record of Union county.)

Appraised at $1200.

Terms of Sale-One third

in cash, one third in one year, and one third in two years. the deferred payments to be secured by mortgage on the premises, with interest at 6 per cent per annum.

Marion Hopkins. Sheriff of Union County, Ohio.

O. J. Carpenter, Attorney. Oct 27. 1886 — 5 cw 10.50

The State of Ohio. Union County. ss. The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with October 27, 1886.

W. O. Shearer

Sworn to and subscribed before me, this 5th day of January 1887.

J. Q. Burgner. Clerk.

Afterward, on the 7th day of Jan. A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court. to wit:

Entry. No. 4932

E. C. Williams vs Charles E. Legray et al. On motion of the plaintiff and on producing the return of the sheriff of his proceedings under the order of sale the Court having examined the same and being satisfied that they were had in all respects in conformity to law and the orders of this Court, hereby approve and confirm said proceedings and sale and the Sheriff is ordered to convey said premises to William Miller, the purchaser thereof by deed in fee simple.

And the Court coming now to distribute the said fund in the hands of the sheriff being one half the amount said premises were sold for to wit $401.50 do order that he pay the same.

1st To the Clerk of this Court the costs of this action, taxed at $79.05 including a counsel fee of $31.00 to plaintiffs attorney I. B. Fulton.

2nd And of the rest of said proceeds that he pay to the plaintiff $160.47 being one half of the residue and to Charles Eugene Lemay and Lewis Addison Lemay each $80.23 being one fourth to each. also said sheriff is ordered to deliver to plaintiff two notes each for the sum of $100. payable in one and two years with interest secured by mortgage on the premises sold herein and to Charles Eugene Lemay and Lewis Addison Lemay each two notes for $80.00 payable in one and two years with interest secured on said premises, said notes to be given by the purchaser for the deferred payments.

Attest. John Q. Burgner, Clerk
By Nellie Roney. Deputy.

Pleas before His Honor, John A. Price, Judge of a Court of Commom 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 25th day of October in the year of our Lord one thous. and eight hundred and eighty six. Heretofore, to-wit, on the 11th day of Sept. A.D. 1886. the following Petition was filed with the Clerk of said Court, to-wit.

Petition.

No. 5764

H. R. Cahill and Clement U. Cahill, Plaintiffs,
vs
Harvey M. Haines & R. J. Haines, his wife,
Defendants.

The State of Ohio
Union County
Court of Commom Pleas
Petition.

And now come the plaintiffs H. R. Cahill and Clement U. Cahill and for cause of action herein against the defendants Harvey M. Haines and R. J. Haines, his wife, say: that heretofore, to-wit, on the 22nd day of August 1885, the said Harvey M. Haines executed and delivered to the plaintiffs his three promissory notes of that date and thereby promised to pay to said plaintiffs at the times following, the sums following: $200.00 on the 1st day of September A.D. 1885: $300.00 on the 1st day of September A.D. 1886: $765.00 on the 1st day of September A.D. 1887: That to secure the payment of the said notes, the said Harvey M. Haines and R. J. Haines his wife, executed and delivered to the said H. R. Cahill and Clement U. Cahill their mortgage deed of that date, and thereby conveyed to them in fee simple the following described real estate - Situate in the County of Union in the State of Ohio, and in the Township of Washington and bounded and described as follows viz: Being the east half of the C. T. Cahill Farm, commencing at corner of Enos Cahill and Maggie Martin's land in the centre of the Essex and East Liberty road: thence southwardly with the west line of Enos Cahills land to the corner of Enos Cahill and C. T. Cahill's land in the Treaty line; thence westwardly with the Treaty line to the centre of the C. T. Cahill farm: thence northwardly with the centre of the C. T. Cahill farm to Maggie Martins south land line; thence eastwardly with the south land line of Maggie Martin's to the place of beginning containing forty acres of land more or less: that said mortgage deed had a condition therein written to the effect, that if the said Harvey M. Haines should pay the said notes when due, then the said mortgage deed should become void; that said mortgage deed was left with the Recorder of Union County Ohio for record on the 24th day of August 1885 at 10 o'clock and 4 minutes A. M. and was afterward recorded in Volume 22 page 306 of the record of mortgages of said Union County.

The said plaintiffs further say that the note falling due September 1st 1885, has been paid, but that the

note falling due September 1st 1886 has not been paid, and that by reason of the non-payment thereof, the said mortgage deed has become absolute and the said plaintiffs are entitled to have said mortgage deed foreclosed, and the said premises sold for the satisfaction of the same.

The said plaintiffs say that there is now due and owing to them upon the said note falling due the 1st day of September A.D. 1886, the sum of $500.00 with interest thereon from said 1st day of September 1886. and that they are the owners and holders of the note falling due September 1st 1887.

Wherefore the said plaintiffs pray that unless the said defendant Harvey M. Haines pay or cause to be paid to them the sum of Five Hundred Dollars with interest thereon from the 1st day of September 1886 as aforesaid, within a short day to be named by the Court, and to the Clerk of the Court the costs herein, that an order issue to the sheriff of said Union County, commanding him to cause said premises to be appraised, advertised, and sold according to law; and that he bring the proceeds into Court to await further order and for all other and proper relief.

T. B. Fulton, Atty. for Plaintiffs.

The State of Ohio,
Union County, ss. } H. R. Cahill being first duly sworn according to law says that the facts stated and allegations in the foregoing petition are true as he believes, and that he is one of the plaintiffs.

H. R. Cahill

Sworn to before me and subscribed in my presence this 9" day of September 1886.

Matthew Lingrel, Justice of the peace.

To Clerk;

Præcipe — Issue summons for the defendants to the Sheriff of Union County Ohio, returnable according to law.

No. 5164 — Indorse To Foreclose Mortgage.

T. B. Fulton, Plffs' Atty.

Afterward, on the 11" day of September A.D. 1886, the following summons was issued by the Clerk of said Court, to-wit:

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

No. 5164 — We command you to notify Harvey M. Haines and R. J. Haines that they have been sued by H. R. Cahill and Clement U. Cahill in the Court of Common Pleas of Union County and that unless they answer by the 9" day of October A.D. 1886 the petition of said plaintiffs H. R. Cahill and Clement U. Cahill 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 sum-

-mons on the 20th day of September A.D. 1886.
Witness my hand and the seal of said Court, this
11th day of September A.D. 1886
[Seal] J. L. Burgner. Clerk.

Endorsed: In action for foreclosure of mortgage
I.B. Fulton, Plaintiffs Atty.

Said Writ returned and filed Sept 20 1886 endorsed as follows to-wit:

Sheriffs Return. No. 5164

The State of Ohio.
Union County, ss. } Received this Writ Sept 11th A.D. 1886, at 2 o'clock P.M. and pursuant to its command, on the 16th day of Sept. A.D. 1886, I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendant H. M. Haines and by leaving a true copy with the endorsements thereon at the usual place of residence of the within named R. J. Haines. Service .45 Mileage 3.20 Copy .40 Total 4.05
M. Hopkins Sheriff.

Afterward, on the 25th day of Oct. A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 5164

H.R. Cahill et al.
vs
Harvey M. Haines et al. } This day this cause came on to be heard upon the petition of the plaintiff, the defendants though duly served with a summons therein having failed to answer demur or otherwise object to plaintiffs petition. On consideration whereof and the Court being fully advised in the premises finds that all the allegations of the said petition are true, and that there is due to plaintiff the sum of Five Hundred and Four $\frac{58}{100}$ Dollars interest being computed to the 1st day of this term.

It is therefore considered, adjudged and decreed that said H.R. Cahill pay or cause to be paid to plaintiffs the said sum of Five Hundred and four $\frac{58}{100}$ Dollars and interest from the first day of this term, within five days from the entry of this decree, and to the Clerk of the Court the costs herein and that in default of such payment an order issue to the Sheriff of Union County, Ohio commanding him to cause the real Estate to be appraised, advertised and sold according to law, and that he bring the proceeds into Court to await further order.

Afterward, on the 3d day of Nov. A.D. 1886 the following Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale.

Order of Sale.)

No. 5164

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

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 25th day of Oct. A.D. 1886, in the cause of H.R. Cahill and Clement V. Cahill Plaintiffs, and Harvey M. Haines, Defendant, said H.R. Cahill and Clement V. Cahill obtained a judgment or decree against the said Harvey M. Haines for the sum of five hundred and four and 58/100 Dollars, and —— Dollars costs of suit;

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Harvey M. Haines shall within 5 days from the 25 day of Oct., A.D. 1886, pay unto the said H.R. Cahill and Clement V. Cahill the said sum of five hundred and four and 58/100 Dollars with interest from 25th day of Oct. A.D. 1886, 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 statue regulating judgements and executions at law to sell the real estate described in Plaintiffs petition, &c.; and whereas, the five days aforesaid have fully expired and the said sum of $504.58 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 Township of Washington, County of Union and State of Ohio, bounded and described as follows: Being the east half of the C.F. Cahill farm, commencing at corner of Egbert Cahill and Maggie Martin's land, in the centre of the Essex and East Liberty road; thence southwardly with the west line of Enos Cahills land to the corner of Enos Cahill and C.F. Cahill's land in the Treaty line; thence westwardly with the Treaty line to the centre of the C.F. Cahill farm; thence northwardly with the centre of the C.F. Cahill farm to Maggie Martin's south land line; thence eastwardly with the south land line of Maggie Martin's to the place of beginning containing forty 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 3rd day of November A.D. 1886.
{Seal}
J.Q. Brugner 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 13 day of November 1886, Summon David Logan, Mathew Singrel and James Shay Who were 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 13 day of Nov. A.D. 1886. said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Forty Dollars pr 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 17" day of Nov. 1886, 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 18" day of December A.D. 1886, at 1½ oclock, P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit five consecutive weeks: and in pursuance to said notice, I did on said 18" day of Dec A.D. 1886, at the time and place therein mentioned, proceed to offer said lands and tenements at public sale, and then and there came H.R. Cahill Clement A. Cahill who bid for the same the sum of Twelve hundred Dollars, and said sum being more than Two thirds of the appraised value thereof, and said H.R. Cahill & Clement A. Cahill, being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to them for said sum of Twelve hundred Dollars. Service 30 Summoning & Swearing Appraisers 1.20 Conveying Appraisers 1.00 Writing Appraisal 30 Copy of Appraisal 30 Notice to Printer 30 Affidavit of Printer 30 Mileage 3.20 Total 6.90 Appraisers' Fees 3.00 Printers Fees, 13.00

M. Hopkins, Sheriff.

Attest: John Q. Brugner, Clerk.
By Nellie Roney. 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 said county of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio; on the 25th day of October, in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit; on the 8th day of May A.D. 1886 the following Petition was filed with the Clerk of said Court. to-wit:

B. F. Bowdre, Plaintiff
vs
Joseph Steiner, Defendant.

In Court of Common Pleas, Marion County, Ohio.
Petition.

Plaintiff says this case came into this Court by appeal from the Docket of Esq. W. M. Brown J. of P. of Dover Township of Union County, Ohio.

Plaintiff further says this action is founded upon a promissory note of which the following is a copy.

On the first day of April 1878 I promise to pay To B. F. Bowdre the sum of ($300.00) Three Hundred Dollars for value received of him with interest at six per cent. October 23-1879
Witness, R. Garrard. Joseph his mark Steiner

Upon which are the following indorsements
Recd Jan. 9th 1878 $21.33 1/3, March 8th 1879 - $3.75; July 4th 1880 $15.00, April 9th 1882 $30.00

Plaintiff further says that there is a balance due upon said note of Forty Seven Dollars & fifty cts with interest from the 16th day of April A.D. 1886 for which sum the plaintiff asks Judgment.

J. M. Kennedy, Atty for Plff.

State of Ohio,
Union County, ss. B. F. Bowdre being duly sworn says the facts and allegations of the foregoing petition are as he believes true
B. F. Bowdre

Sworn to and subscribed by the said B. F. Bowdre before me this the 8th day of May A.D. 1886.
[Seal] J. D. Burgner, Clerk.

Reply
No. 5-100

Afterward, on the 5th day of Jun. A.D. 1886 the following Answer was filed with the Clerk of said Court: to-wit:

Answer
No. 5-100

B. F. Bowdre, Plaintiff.
vs
Joseph A. Steiner, Defendant.

In Union Common Pleas, Ohio.
Answer.

Now comes Joseph A. Steiner Defendant herein, and for answer to Plaintiff's Petition, says
1st He admits said cause comes into this Court on appeal as alleged, 2nd He admits the making of said note to Plaintiff as alleged, but,
3rd He denies that he is indebted to Plaintiff in any sum whatever on said note, but on the contrary alleges that he has paid plaintiff the full consideration of said note.

Entry.
No. 5-100

Said Defendant further answering, and by way of Cross petition says that plaintiff is indebted to Defendant in the sum of $4.26/100 the said sum being an over payment on said note, made to plaintiff on the 9th day of April A.D. 1882.

Defendant therefore prays judgment against plaintiff for said sum of $4.26/100, with interest thereon at six percent from April 9th 1882.

Brodrick & Mc. Campbell attys for Defts.

The State of Ohio,
Union County S.S. Joseph A. Steiner being duly sworn says the facts stated and allegations made in his foregoing answer are as he believes true.

his
Joseph A. + Steiner
mark.

Subscribed and sworn to before me this 5th day of May A.D. 1886.

Seal

J. D. Burgner. Clerk.

Reply

No. 5-100

Afterward, on the 25th day of Oct. A.D. 1886 the following Reply was filed with the Clerk of said Court, to-wit:

B. F. Bowdre Plaintiff
vs
Joseph A. Stiner Defendant.

In Union County Court of Common Pleas
Reply

Now comes the Plaintiff and for Reply to the defendants answer & cross petition says he denies that he is indebted to the defendant in the sum of $4.26 or any other sum and denies that said Defendant overpaid the plaintiff said sum of $4.26 on the 9th day of April 1882. But that he paid the amount indorsed on said note & no more.

He therefore prays as in petition.

J. M. Kennedy. Atty for Plff.

State of Ohio,
Union County, ss. } B. F. Bowdre being duly sworn says the facts and allegations in the foregoing Reply are as he believes true.

Benj. F. Bowdre

Sworn to and subscribed by the said B. F. Bowdre before me this 19th day of October A.D. 1886.

Seal

A. M. Kollefrath Notary Public

Afterward on the 10th day of Nov. A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court to-wit:

Entry.

No. 5-100

B. F. Bowdre
vs
Joseph A. Steiner } This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a Jury to-wit: D. D. Pelect, Levi Keeran, S. L. Mc. Peek, Geo. W. Stephens, E. D. Taylor, Marshall Morris, Brown Newlove, E. W. Price, John Lake, Virgil Christ, George Piersol & N. G. Dillan

who being duly impaneled and sworn to well and truly try the issue joined between the parties in this cause and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of Counsel, and charge of the Court the said Jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into Court and presented their verdict in writing in the words and figures following, to-wit:

The State of Ohio,
Union County, ss.

Court of Common Pleas
Oct. Term Nov. 10-1886

B. F. Bowdre
vs
Joseph A. Stiner

verdict.

We the Jury, being duly impaneled and sworn find the issues in this case in favor of the defendant and assess the amount due to the defendant from the plaintiff at the sum of $6.32/100

No. 5100

George Pinsol, Foreman.

Afterward, on the 12th day of Nov. A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

B. F. Bowdre
vs
Joseph A. Stiner

October Term 1886.

Judgment on Default.

Entry

No. 5100

Heretofore, to-wit: on the 10th day of November 1886 a jury having returned a verdict in favor of the defendant for the sum of six and 32/100 Dollars and the said plaintiff having no desire to file a motion for new trial and waiving the time for filing the same, it is therefore considered that said defendant ought to recover the said sum of $6 32/100 so found due as aforesaid with interest from Nov. 10-1886. It is therefore considered that the said defendant recover against the said plaintiff his costs in and about his suit expended, taxed to $——

Attest. John Q. Burgner, Clerk.
By Nellie Roney, Deputy.

Pleas before His Honor, John Q. 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 25th day of October in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to-wit, on the 24th day of March A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Petition

No. 5067

Court of Common Pleas, Union County, Ohio

J. W. Robinson plff. against Wm. T. Moore, Rhoda V. Moore, Leander Bozard & Winget Harshman, Defts.

The plaintiff says that on the 17th day of April 1883 the defendants Wm. F. Moore & his wife Rhoda A. Moore executed to plaintiff their mortgage deed conveying to him & his heirs & assigns in fee simple the 50 acres of land in survey No. 9940 in Marion County Ohio described as follows to wit. Beginning at a stone at the root of an oak North West corner of said Survey thence with the Westerly line of said Survey S. 6° E 101½ poles to a stone corner to the Barth land thence with the North line of the Barth lot N. 84 E 78 5/10 poles to a stake & stone thence N. 6 W. 101½ poles to a stone in the North line of said Survey thence with the survey line S. 84 W. 78 5/10 poles to the beginning containing 50 acres more or less.

Said mortgage was duly recorded May 19 1883 in vol. 20 page 205 as required by law = said mortgage contained a condition of defeysance & said Defendants Wm. F. Moore should pay to plaintiff his note of even date therewith for the sum of Eleven hundred & sixty dollars due April 1-1887 with interest thereon from April 1st 1883 at 8 per cent. payable annually from April 1, 1883 = The defendants have not paid anything on said principal or interest except $43.75/100 which he paid about April 1, 1885 by making 35 rods of open ditch at $1.25/100 per rod to apply on said mortgage & there is due on said mortgage the sum of $92 20/100 with interest from April 1st 1884 & a like sum of $92 80/100 with interest from April 1st 1885 & a like sum will be due April 1st 1886 less said $43.75/100 to be deducted therefrom & there will be $160. due as principal the first of April 1887 = The defendants have neglected to pay the taxes on said land until there is near two hundred dollars of a tax lien on said lands.

The said defendants have since said mortgage was executed & recorded rented said land to Leander Bozart defendant but he has no rights as against said plaintiffs claim on said land & the said Ranget Harryman obtained a Judgt. for $86.50/100 & costs Dec. 12-1884 of which he filed a transcript with the clerk of this court since Dec. 12 1884 against W. F. Moore which is a lien thereon also Richard H. Robson also claims a judgt. lien on said land subject to the said plaintiffs mortgage.

The plaintiff says the said land is not of sufficient value to pay the costs & the taxes thereon & the amount of said mortgage & for that reason it is necessary that the court appoint a Receiver to take charge of said land & apply the rent thereof to the payment of said claims.

Therefor plaintiff prays that all of said claimants be made defendants, That a receiver be appointed to take charge of said premises pending this suit. That a decree for sale of said premises be had to satisfy plaintiff said claim & for other proper relief.

J. W. Robinson.

Copy of Note. " On the first day of April 1887 I promise to pay to J. W. Robinson or bearer Eleven Hundred and sixty dollars with 8 per cent interest payable annually from the first of April 1883 for value recd $1160 April 17 1883

W. F. Mohre.

The State of Ohio. } ss.
Union County } J. W. Robinson being duly sworn says he believes the allegations of the foregoing petition are all true.

J. W. Robinson

Sworn to before me and signed in my presence this 24 of March 1886

J. L. Burgner. Clerk.

Entry. No. 5067 W. F.

Waiver of Summons

I enter the appearance of Richd. H. Robson, March 29. 1886.

S. S. Gardiner.

Praecipe

To the Clerk—

Issue summons & endorse petition to foreclose mortgage on 50 acres of land & to appoint Receiver. Application for Receiver will be made April 6th 1886 at one P. M.

No 5067

J. W. Robinson.

Afterward, on the 24th day of March A.D. 1886 the following Summons was issued by the Clerk of said Court, to wit:

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

We command you to notify Wm F. Moore Rhoda O. Moore Winget Harryman and Lavinder Bozart that they and others been sued by J. W. Robinson in the Court of Common Pleas of Marion County, and that unless they answer by the 24th day of April A.D. 1886 the petition of said J. W. Robinson against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly.

Summons

You will make due return of this summons on the 5th day of April A.D. 1886.

Witness my hand and the seal of said Court, this 24th day of March A.D. 1886.

{Seal} J. L. Burgner, Clerk.

Entry. No. 5067 W^m

Endorsed: In action for foreclosure of mortgage on 50 acres of land and to appoint Receiver. Application for Receiver will be made April 6th 1886 at 1 o'clock P. M.

J. W. Robinson Plaintiff's Attorney.

Said Writ returned and filed April 5th A.D. 1886 endorsed as follows, to wit:

Sheriffs' Returns

The State of Ohio, } Sheriffs Return.
Marion County, ss. } Received this Writ March 29th A.D. 1886, at 10 o'clock A.M. and pursuant to its command, on the 2nd day of April

A.D. 1886. I served the same by delivering a true copy of this Summons with the endorsements thereon to the within named defendants W.m T. Moore, Rhoda V. Moore, Winget Harryman and Leander Bogart. Service .75 Mileage 3.68 Copy .10 Total $4.83

M. Hopkins. Sheriff

Afterward, on the 7th day of April A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to-wit;

Entry. J. W. Robinson

No. 5067 vs

W. T. Moore, Leander Baggard and others.

This day came on this cause to be heard on the motion of plaintiff to appoint a receiver of the land in the petition described to take possession and rent said land pending suit.

Whereupon the court finding due notice of said motion has been given to defendants & that there is good ground for such appointment do sustain said motion & appoint Marion Hopkins the sheriff of this county to act as such Receiver & take possession & rent said land pending this action & report the proceeds as the court may order: and all of the defendants are enjoined to yield said possession as demand of said Receiver under the penalty of contempt of Court.

Afterward, on the 24th day of May A.D. 1886. the following Entry was made on the Journal by the Clerk of said Court, to-wit;

Entry. J. W. Robinson

No. 5067 vs

W.m T. Moore, Rhoda V. Moore & others.

This day came on this cause to be heard by the Court whereupon leave was given to R. H. Robison to file cross petition whereupon the parties being present & the Court being fully advised in the premises do find for the plaintiff & against the defendants that there is due to the plaintiff on the mortgage in said petition described as interest to the 1st day of April 1886 the sum of $254.100 after deducting the payment mentioned in petition which mortgage the court find to be the first lien on said land in the petition described & better than the lien of the defendants & that the principal of said mortgage is drawing 8 per. cent interest payable annually from April 1. 1886.

Wherefore the court consider, order and decree that unless Defendants pay said sum due as above named amounting to $254 16/100 and costs & interest thereon from the first day of this term of court within ten days that an order of sale issue to the sheriff of this county com-

manding him to appraise, advertise & sell said land according to law & that said mortgage of plaintiff is the prior lien on said land. And as to the principal & the interest thereon from April 1. 1886. this cause is continued — & as to the claims on cross petition this cause is continued.

Order of Sale

No. 5067

Afterward, on the 24th day of May A.D. 1886 the following Ans. & Cross Petition was filed with the Clerk of said Court to-wit;

J. W. Robinson vs W.m T. Moore et als } Court of Common Pleas. Union County Ohio. Ans. & Cross Petition of Richard H. Robson.

Answer & Cross Petition

No. 5067

Now comes the said Richard H. Robson and for his answer and by way of cross Petition herein says — That on or about the 25th day of July 1884 he recovered a Judgment against said Defendant W.m T. Moore before H. M. Hall a Justice of the Peace of Jackson Tp. Union County Ohio — by the consideration of said Justice for the sum of $5.14 and costs amounting to $2.35 said Judgment bearing 6% interest and accrued costs $3.35 making the total costs $5.70 that on the 8th day of June 1885 he said R. H. Robson caused a transcript of said Judgment and proceding in said cause duly certified to be filed in the office of the Clerk of the Court of Common Pleas of Union Co. Ohio, and the same was duly entered upon the lien Docket of said Court — and is and has been ever since said 8th day of June 1885 a valid and subsisting lien on the premises described in plaintiffs Petition herein. That no part thereof has been paid. That on the 24th day of May 1886 an execution was issued by the Clerk of said Court of Common Pleas to the sheriff of said County who made a levy on the said 24th day of May 1886 on said Premises wherefore said R. H. Robson asks that this claims of above Judgement & costs & 6% interest thereon may be satisfied out of the proceeds of sale of said premises according to its Priority

S. S. Gardiner, atty for R. H. Robson.

State of Ohio, Union County, ss. } S. S. Gardiner being duly sworn says he is the Atty. of said R. H. Robson duly authorized in the premises — that said R. H. Robson is a non-resident of Union County Ohio & is now absent therefrom — that the facts and allegations in the above Ans. & Cross Petition are as he believes true.

S. S. Gardiner.

Sworn to & subscribed in my presence the 24th day of May 1886 [Seal]

J. L. Buchner, Clerk.

Afterward, on the 8th day of September A.D. 1886 the following Order of Sale was issued by the Clerk of said Court. to-wit:

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

Order of Sale

No. 5067

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the - day of — A.D. 188-, in the cause of J.W. Robinson Plaintiff, and W.H.H. Moore, Rhoda V. Moore et al Defendants, said J.W. Robinson obtained a judgement or decree against the said defendants W.H.H. Moore for the sum of Two hundred and fifty four and 16/100 Dollars, and - /00 Dollars costs of suit; and Whereas, it was then and there by said Court ordered, adjudged and decreed, that the said defendants shall within 10 days from the 24 day of May A.D. 1886 pay into the said J.W. Robinson the said sum of Two hundred and fifty four and 16/00 Dollars with interest from 24 day of May A.D. 1886, 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 statue regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition, &c.: And whereas, the ten days aforesaid have fully expired and the said sum of $254.16 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 Survey No. 7940 in Jackson Township, County of Union and State of Ohio, bounded and described as follows: Beginning at a stone at the root of an oak N.W. corner of said Survey, thence with the westerly line of said Survey S.6° E. 101½ poles to a stone corner to the Barth land, thence with the North line of the Barth Lot N.84° E. 78 5/10 poles to a stake and stone, thence N. 6. W. 101½ poles to a stone in the North line of said Survey, thence with the Survey line S.84 W. 78 5/10 poles to the beginning containing 50 acres more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, Ohio, this 8th day of September A.D. 1886.

{Seal} J.D. Burgner, Clerk.

Said Writ returned and filed, Oct. 25th 1886, endorsed

Sheriff's Return. No. 5067

as follows, to-wit:

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

In obedience to the command of the Order of Sale hereto annexed I did on the 16th day of September 1886. summon A. Penny, S. Frank and D. A. White three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 16th day of Sept. A.D. 1886. 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 Seven Dollars pr. 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 22nd day of Oct. 1886. I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 23rd day of Oct. A.D. 1886, 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 23rd day of Oct. A.D. 1886, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came James W. Robinson who bid for the same the sum of Seventy eight Dollars, pr. acre. and said sum being more than two thirds of the appraised value thereof, and said James W. Robinson being the highest and best bidder therefor, I then and there publicly sold, and struck off said lands and tenements to him for said sum of Seventy eight Dollars pr. acre. Service .30 Summoning Appraisers & Swearing Appraisers 1.20 Conveying Appraisers 1.00 Writing Appraisal .30 Copy of Appraisal .30 Notice to Printer .30 Writing Notice .30 Mileage 3.84 Total $7.54 Appraisers' Fees 3.00 Printers' Fees 10.25

M. Hopkins, Sheriff.

Proof of Publication No. 5067

afterward on the 25th day of Oct. A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

J. W. Robinson } Court of Common Pleas, Union County, O.
vs
Wm. F. Moore, 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 the north door of the Court

Report of Receiver. No. 5067

Entry. No. 5067

House, in Marysville, Ohio, on Saturday, October 28d. 1886, or about the hour of one o'clock p. m. on said day the following described real estate, to-wit: Situated in the Township of Jackson, county of Union and State of Ohio, and bounded and described as follows: In survey No. 9940. Beginning at a stone at the root of an oak, northwest corner of said survey: thence with the westerly line of said survey South 6° E. 101½ poles to a stone, corner to the Barth land; thence with the north line of the Barth lot. No. 84 E. 18 5/10 poles to a stake and stone: thence N 6. W. 101½ poles, a stone in the North line of said survey; thence with the survey line South 84 W. 18 5/10 poles to the beginning, containing 50 acres, more or less.

Proof of Publication. Doc. R. Vpage 5102. Appraised at $37.00 per acre.

No. 5067 Terms of Sale—Cash.

Marion Hopkins, Sheriff of Union County.

J. W. Robinson, attorney.

The State of Ohio, Union County, ss.

Sept. 22, 1886 Sav. $10.25

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 Sept. 22-1886

W. O. Shearer.

Sworn to and subscribed before me, this 25 day of Oct. 1886.

J. L. Burgner. Clerk.

Afterward, on the 26" day of Oct. A. D. 1886 the following Report of Receiver was filed with the Clerk of said Court, to-wit:

Report of Receiver. J. W. Robinson vs W. F. Moore et als. The undersigned Receiver appointed in this cause reports that he rented the premises to Leander Bazard for one year to April 1, 1887 for $100 payable $25- in improvements $75- in money. The $25- in work was performed before the order of sale was issued My charge for trouble is $10.— & the remainder $65- is subject to the order of Court.

No. 5067 Oct. 25-, 1886. M. Hopkins, Sheriff.

Afterward, on the 27" day of Oct. A. D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. J. W. Robinson vs Wm F. Mooze & others. This day came on this cause to be

No. 5067 further heard by the Court. Whereupon the court find

the sale made to the plaintiff under the order of sale was made in all respects legally. Therefore said sale is confirmed and the Sheriff of this County is ordered to execute to said purchaser a deed in fee simple for said land in the petition described clear of all incumbrances of the inchoate right of dower by the wife of Wm T. Moore & all claims of defendants.

And the court find the plaintiff's mortgage is the first lien & that the principal and interest on the plaintiffs said mortgage is now fourteen hundred and sixty five dollars after deducting the credit of $ 43.75/100

It is therefore considered ordered and decreed that the sheriff pay out of the proceeds of said sale. the costs of this proceeding, and next the taxes which are now due thereon. and the balance including the $ 65.00/100 in his hands as Receiver be paid over to the plaintiff so far as it may go towards paying plaintiffs said Claim & that plaintiff have execution awarded against the said Wm T. Moore & the said Tenant of the Receiver surrender to said purchaser the possession of said premises according to the terms of his lease as reported in the Receivers Report which is confirmed.

Attest. John L. Burgner. Clerk.
By Nellie Roney. 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 25th day of October in the year of our Lord one thousand eight hundred and eighty six. Heretofore. to-wit: on the 4th day of December A.D. 1886 the following Petition was filed with the Clerk of said Court to-wit:

Thomas Davis and Margaret Davis, Plaintiffs
Against
W. S. Johnson, Defendant.

Court of Common Pleas
Union County, Ohio.

Petition

Petition
No. 5218

The plaintiffs say:

I. That on the 22nd day of May A.D. 1885. the defendant, W. S. Johnson, made and delivered to plaintiffs his promissory note of that date, and thereby promised to pay to the order of the plaintiffs, the sum of Seven hundred and fifty-one 4/100 Dollars, in one year after the date thereof, for value received, with interest at eight per cent from the 28th day of March A.D. 1885. A copy of said note is attached, marked "Exhibit A", and made a part hereof.

II. The defendant, W. S. Johnson, on the said 22nd day of May A.D. 1885. to secure the payment of said note,

executed and delivered to the plaintiffs his mortgage deed and thereby conveyed to the plaintiffs, their heirs and assigns, the following lands and tenements situate in said county of Union in the State of Ohio, and in the incorporated village of Marysville, and bounded and described as follows: Beginning at a stone north west corner of Out Lot No. two (2) of the Mathiotts Out Lots south of Marysville; thence with the west line of lots Nos 2 and 3 of said Mathiotts Out Lots South 1½° W. 31 2/100 poles to a stone; thence S. 88° E. 57 poles to a stone in the west line of the Weaver street and in the east line of said Mathiotts out lots; thence with said line N. 8¼° W. 31 22/100 poles to a stone in the west line of Weaver street and north-east corner of Lot No. 2 of said Mathiotts out lots; thence with the north line of said lot No 2 N. 88° W. 53 72/100 poles to the place of beginning, containing eleven (11) acres of land.

Excepting and reserving therefrom, and from the west end of the above described premises three acres and 134 poles sold and conveyed by this Grantor, to W. B. Barnett, and also saving and excepting therefrom three acres and 52 poles sold and conveyed by this grantor by two deeds from the east end of the eleven (11) acres above described to S. L. Reed. The land hereby conveyed being three acres and 134 poles of the eleven (11) acres above described and being the middle portion of said described eleven acres.

The condition contained in said mortgage deed was, in substance, that if the said W. S. Johnston shall pay, or cause to be paid, unto the said Thomas Davis and Margaret Davis, his said promissory note for the said sum of seven hundred and fifty-one 17/100 Dollars, due in one year after date, with interest at the rate of Eight per cent. per. annum from March 23" 1885, then said mortgage should be void, otherwise to be in full force and virtue in law.

That on the 8" day of June A.D. 1885, at 8¼ o'clock A. M. the said mortgage was delivered to the recorder of said county, to be by him entered on record, and was recorded on the 9" day of June A.D. 1885, in the Union County Record of Mortgages, Vol 21 and Page 254.

There is a credit of Sixty-five ($65.00) dollars, on said note above described, dated on the 6" day of September 1886.

The said mortgage deed has become absolute.

There is due and remaining unpaid upon said indebtedness from the defendant to the plaintiffs, the sum of Seven hundred and seventy-three 30/100 Dollars, with interest at Eight per cent from the 6" day of September 1886.

The plaintiffs therefore ask judgment against defendant for said sum of $773.30 with Eight per cent from September 6" 1886 and that said mortgage may be foreclosed, the said premises ordered to be sold, and

and the proceeds applied to the payment of said debt, and for such other and further relief as in equity they may be entitled to. Porter & Porter, Attorneys for Plaintiffs.

State of Ohio.
Union County ss: E. W. Porter being duly sworn makes oath that he is one of the attorneys for the plaintiffs in this action duly authorized in the premises. That this action is founded upon a written instrument for the payment of money, and such instrument is in the possession of affiant as such attorney. Affiant further makes oath that the facts stated in the foregoing petition are true as he believes.

E. W. Porter.

Sworn to by E. W. Porter before me, and signed by him in my presence this 4th day of December A. D. 1886.

[Seal] J. L. Burgher, Clerk.

"Exhibit A."

"$75-17/100 Marysville O. May 22nd 1885."

"One year after date I promise to pay to the "
"Order of Thomas Davis & Margaret Davis Seven hundred "
"Fifty one and 17/100 Dollars Value received with at 8% per "
"annum from March 23rd 1885. "
"W. S. Johnson. "

Indorsed, "Pd. Sep. 6th 1866 65. by T. Bartholomew for Stable"

Waiver of Summons

I hereby waive the issuing and service of summons and process in the above entitled case and enter my appearance in the same, this 3rd day of December 1886.

W. S. Johnson
By L. Piper. Agent

Petition.

No. 5120

Afterward, on the 5th day of Jan. A. D. 1887 the following Entry was made on the Journal by the Clerk of said Court to-wit:

Entry.

Thomas Davis & Margaret Davis vs W. S. Johnson. No. 5218

No. 5218

This day came the plaintiffs and the defendant failing to Answer or demur to plaintiffs petition and the court being fully advised in the premises do find that the said defendant W. S. Johnson is indebted to the said Thomas Davis and Margaret Davis on the note and mortgage described in plaintiffs petition, in the sum of Seven Hundred and Ninety three 90/100 Dollars ($793.90) as plaintiffs have alleged.

It is therefore considered and adjudged that the plaintiffs recover of said defendant said sum of $793.90 and also their costs in this behalf expended taxed at $ And the Court further find that the interest and estate of defendant in the land described in plaintiffs

petition is one undivided one half in fee simple and a life estate by the curtesy in the other undivided one half of the same.

And it is further ordered and adjudged that if said W. S. Johnson fails for ten days from the rising of this term of court to pay to plaintiff said sum of $79.90 so as aforesaid found due with costs of this action, an order issue to the sheriff of this county, commanding him to cause the estate, and interest of said defendant in the lands described in plaintiffs petition 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.

Continued to Record 37. Page 218.

Attest. John L. Burgner, Clerk.
By Nellie Roney. 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 county of Union of the third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25th day of October, in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 10th day of June A.D. 1886 the following Petition was filed with the Clerk of said Court, to-wit:

D. Miller, Plaintiff.
vs
Richard Ousler and Horea W. Finch partners under the firm name of Ousler and Finch and John M. Broderick et al as Trustees of Marysville, Lodge, No. 87, I.O.O.F. Defendants.

Petition. } Court of Common Pleas.
No. 5120 } Union County, Ohio. Petition.

To marshal liens and sell on the 8th day of June 1886 by the consideration of the Court of Common Pleas of Union County Ohio. Plaintiff recovered a Judgement against the defendants Richard Ousler and Horea Finch under the firm name of Ousler and Finch in the sum of Two hundred seventy five and 25/100 Dollars ($275.25) and also $5.00 his costs and also $1.55 Dollars increase costs to follow which Judgement is wholly unpaid and unsatisfied.

On the 8th day of June 1886 an execution was duly issued on said Judgement, and for want of goods and chattels whereon to levy, was on said day duly levied on the following described real estate, to wit, Being in the village of Marysville and bounded and described as follows, Being the east half of the west half of Sn Lots Nos one hundred and eighty eight (188) and one hundred and eighty nine (189) which levy still subsists.

The defendants John M. Brodrick et als as Trustees of Marysville Lodge No. 87 I.O.O.F. claim to have some lien or right in said premises by reason of which claims Plaintiff is unable to effect a sale of said premises under said execution.

Wherefore, plaintiff asks that said claimants be compelled to set up their claims, if any they have in said property, or be forever barred, and that the Court will adjust the priorities thereof and of plaintiffs said claim, and that said real estate may be ordered sold and the proceeds distributed among the claimants according to their respective priorities, as the same shall be settled by court.

F. F. Arthur, atty. for Plff

The State of Ohio, Union County, ss: D. Miller the plaintiff in the foregoing case being duly sworn says, the facts stated and allegations made in this his petition are true as he verily believes.

D. Miller.

Sworn to before me by D. Miller and subscribed by him in my presence this 10th day of June A. D. 1886.

[Seal] J. L. Burgner, Clerk.

Waiver of Summons No. 5120

We hereby waive the issuing and service of summons & enter our appearance herein this 11th day of June A. D. 1886.

Trustees of Marysville, Lodge No. 87, I.O.O.F.,
By John M. Brodrick.

Praecipe

Mr. Clerk — You will issue summons for H. H. Finch & Richard Ousler returnable according to law. Endorse, To marshal liens & sell

F. F. Arthur, atty. for Plff

Afterward, on the 11th day of June A. D. 1886 the following Summons was issued by the Clerk of said Court, to-wit:

Summons

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

We command you to notify H. H. Finch and Richard Ousler that they and others — been sued by D. Miller, in the Court of Common Pleas, of Union County, and that unless they answer by the 10th day of July, A. D. 1886 the petition of said Plff D. 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 21st day of June A. D. 1886

Witness my hand and the seal of said Court, this 11th day of June A. D. 1886. [Seal]

J. L. Burgner, Clerk.

Endorsed as follows: In action to marshall liens & to sell. H. H. Arthur, Plaintiff's attorney.

Sheriff's Return

Said Writ returned and filed June 21st A.D. 1886 endorsed as follows, to wit:

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

Received this Writ June 11th A.D. 1886, at 2 o'clock P.M. and pursuant to its command, on the 12th day of June A.D. 1886. I served the same by handing a true copy of this Summons with the endorsements thereon to the within named defendant Richard Ousler. H. W. Finch not found. Service .30 Mileage .16 Copy .40 Total .86

M. Hopkins, Sheriff.

Answer & Cross-Petition

Afterward, on the 19th day of June A.D. 1886 the following Answer & Cross-Petition was filed with the Clerk of said Court, to-wit:

D. Miller, Plaintiff } In the Court of Common Pleas of Union
Against } County, Ohio
No. 5120
Richard Ousler et al. Defendants }

Answer and Cross-petition of the Trustees of Marysville Lodge No. 87. I. O. O. F.

And now come the defendants John M. Brodrick, John M. Longbrake and John S. Moore, as Trustees of Marysville Lodge No. 87 I. O. O. F. of Marysville, Ohio, and for their Answer and Cross-petition herein say:

That on the 28th day of July A.D. 1885 the defendant H. W. Finch made and delivered to John M. Brodrick Abraham Sager and A. J. Thompson as Trustees of said Marysville Lodge No. 87 I. O. O. F. their successors and assigns his promissory note of that date and thereby promised to pay to said Trustees, their successors or assigns the sum of One hundred dollars on or before one year after the date thereof, with interest thereon at the rate of eight per centum per annum payable annually.

On said 28th day of July A.D. 1885 the said defendant H. W. Finch, and Rachael D. Finch, his wife, to secure the payment of said note, executed and delivered to said John M. Brodrick, Abraham Sager and A. J. Thompson, as such Trustees aforesaid their mortgage deed of that date and thereby conveyed to said Trustees last above named, their successors and assigns, the undivided one-half of the premises described in said petition of plaintiff herein filed.

The condition contained in said mortgage was in substance, that if the said H. W. Finch should pay, or cause, to be paid, said promissory note with the interest thereon when the same should become due then

said mortgage to be void. Said mortgage was duly filed with the Recorder of Union County, Ohio. for record July 29th 1885 at 11½ o'clock A. M. and was duly recorded in Volume 21 page 270 of the Records of Mortgages for Union County, Ohio.

The said Defendants John M. Brodrick, John M. Longbrake, and John T. Moore are the duly elected and qualified successors in office of the said John M. Brodrick, Abraham Sager and A. J. Thompson as said Trustees of Marysville Lodge No. 87 I. O. O. F. of Marysville, Ohio; and as such Trustees are now the legal owner and holder of said note and mortgage.

These defendants therefore ask that if said premises are sold the rights of these said defendants be fully protected and for all other proper relief in the premises.

John M. Brodrick.
John M. Longbrake & John T. Moore
Defendants.

The State of Ohio,
County of Union, ss. } John M. Brodrick, one of the above named Defendants, being sworn makes oath that the facts stated in the foregoing answer and cross-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 19th day of June A.D. 1886
Seal. } J. D. Burgner. Clerk.

Afterward, on the 19th day of July A. D. 1886 the following Entry was made on the Journal by the Clerk of said Court to wit:

Entry. No. 5120

D. Miller, Plaintiff.
vs
Ousler and Finch and John M. Brodrick et als. as Trustees &c. } Entry.

This day came on this cause to be heard upon the petition of the plaintiff to Marshal the liens. The defendants John M. Brodrick et al as Trustees &c having filed answer setting up their claim, and the court being fully advised in the premises, find that the allegations contained in the plaintiffs petition to be true, and that there is due the plaintiff as he has alleged in his petition the sum of $ 275 25 and costs amounting to $ 5 00 the sum having been found due, and Judgment rendered on the 8th day of June 1886 by this court at its May Term, and that on said 8th day of June 1886, execution was issued by order of said plaintiff to the sheriff of Union county Ohio, and on the same day for want of goods and chattels, said sheriff levied said execution on the Real estate in the petition described belonging to said Ousler and Finch and returned

Order of Sale No. 5120

the same to this court, thereby creating a good and subsisting lien upon said real estate, The court also finds that no part of said Judgment, costs or increase costs amounting to $4.55 which accrued on said execution has yet been paid, and that there is due the plaintiff the said sum of $275.27 with interest on the same from the 8th day of June 1886 costs and increase costs amounting to $6.53 and also the costs of this proceeding amounting to $

It is therefore ordered by the court that if the defendant Ousler and Finch fail for five days from this date July 19, 1886, to pay said plaintiff said sum of money with its interest costs and increase costs, that an order of sale issue to the sheriff of said county of Union commanding him to appraise, advertise and sell according to law, the Real estate so levied on and in the petition described, and bring the proceeds into this court for distribution.

Afterward, on the 26th day of July A.D. 1886 the following Order of Sale was issued by the Clerk of said Court, to-wit;

Order of Sale

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

No. 5120

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 19th day of July A.D. 1886, in the cause of D. Miller Plaintiff and Ousler and Finch et al. Defendant, said D. Miller obtained a judgment or decree against the said Ousler and Finch, for the sum of two hundred & eighty one and 80/100 Dollars, and 1.90 Dollars costs of suit:

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Ousler and Finch shall within 5 days from the 19th day of July, A.D. 1886, pay unto the said D. Miller the said sum of two hundred and eighty one and 80/100 Dollars with interest from 8th day of June A.D. 1886, 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 statue 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 $281.80 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 village of Marysville, County of Union and State of Ohio,

bounded and described as follows: Being the East half of the West half of the lots Nos One hundred and eighty eight (188) and one hundred and eighty nine (189)

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 our signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville Ohio, this 26th day of July, A.D. 1886.

[Seal] J. D. Burgner, Clerk

Sheriff's Return.

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

In obedience to the command of the Order of Sale hereto annexed I did on the 27th day of July 1886, summon E. L. Price A.D. Doolittle J.E. Moore 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 27th day of July A.D. 1886, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Six hundred Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 4th day of August 1886, I caused to be advertised in the Marysville Tinds (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 September A.D. 1886, at 1½ o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did on said 4th day of September A.D. 1886, at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came Richard Ousler who bid for the same the sum of Five hundred and five Dollars, and said sum being more than two thirds of the appraised value thereof, and said Richard Ousler being the highest and best Bidder therefor, I then and there publicly sold and struck off said lands and tenements

Proof of Publication

No. 5120

Entry.

No. 5120

to him for said sum of Five hundred and five Dollars. Service .30 Summoning & Swearing Appraisers .120 Writing Appraisal .30 Copy of Appraisal .30 Notice to Printer .30 Writing Notice .30 Mileage .16 Poundage 7.5% Total $10.43 Appraisers' Fees 3.00 M. Hopkins. Sheriff.

Afterward, on the 7th day of Sep. A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

D. Miller vs Ousler and Finch } Sheriff's Sale. On Order of Sale. Court of Common Pleas, Union Co., 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, September 4th 1886 at or about the hour of 1 o'clock, P.M. on said day, the following described real estate, to-wit:

Proof of Publication No. 5120

Situated in the village of Marysville, County of Union and State of Ohio, and bounded and described as follows: Being the East half of the West half of Six Lots, Nos. One Hundred and Eighty Eight, (188) and One Hundred and Eighty-Nine (189)

Appraised at $600. Terms of Sale-Cash.

Marion Hopkins.

T. J. Arthur Atty. Sheriff of Union County, O.

Proof of Publication.

A. H. Beightler, Being duly sworn says he is the Publisher of the Marysville Times, a weekly Newspaper, published in Marysville, Union County, Ohio, and having a general circulation therein, and that the annexed Advertisement was Published in said Newspaper five consecutive weeks, the first insertion being on the 31st. day of July, 1886 and the last on the 28th day of August, 1886.

A. H. Beightler.

Sworn to and subscribed by A. H. Beightler before me, this 4th day of Sept. 1886.

Printers Fees $7.00 J. L. Burgner, Clerk.

Afterward, on the 27th day of Oct. A.D. 1886, the following Entry was made on the Journal by Clerk of said Court, to-wit:

Entry. No. 5120 D. Miller vs Ousler and Finch } 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 Richard Ousler by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lien holders, in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the clerk cause satisfaction of the mortgage herein set up, in answer and cross petition of the Trustees of Marysville Lodge No. 87 I.O.O.F. to be entered on the record thereof, in the office of the Recorder of Union County Ohio.

And the court coming now to distribute the proceeds of said sale, amounting to $505.00 dollars; it is ordered that the sheriff out of the money in his hands, pay first to the Treasurer of this county the taxes, penalty and interest against said property, to-wit: the sum of $8.25 secondly the costs and increased costs amounting to $6.55 on a former action in this case and also the costs of this action amounting to $29.75 Thirdly to the plaintiff D. Miller the amount heretofore found due him, with interest, to-wit, the sum of $281.23 Fourthly to the defendant the Marysville Lodge No. 87 I.O.O.F. the amount heretofore found due it from Horea Finch, one of the defendants with interest, to-wit, the sum of $110.02 Fifthly to the defendants Richard Ousler and Horea Finch the balance of the money remaining in his hands as their respective interests may appear.

Attest. John Q. Burgner, Clerk.
By Nellie Roney, 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 county of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 25th day of October, in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 16th day of October A.D. 1886 the following Petition was filed with the Clerk of said Court, to-wit:

Petition. No. 5195.

Azuba Case, Plaintiff
vs
Jonathan Beard and Benjamin Green, Defendants.

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

The Plaintiff says: That her cause of action is founded upon a promissory note of which the following is

Praecipe.

affidavit. No. 5195

a copy with the credits thereon.
$55 7.31
"
Jan 1st 1885
"Twelve months after date we promise to pay to
"the order of Aguba Base Five hundred fifty seven 31/100 Dollars
"at Eight per cent interest Semiannually Value received.
"
Jonathan Beard, James his X Beard
mark
Benjamin Green
"
"The following endorsements appear on said note
"July 1st 1885 - Received interest to date $22 30/100"
"April 15th 1886 - This day received 2 duebills on Mrs
Aguba Base amounting to $23 00 the same to apply on the
interest on the within note."
There is due from the defendants to the plaintiff on said note the sum of five hundred sixty nine and thirty nine one hundredths Dollars ($569 39/100) which she claims with interest from the 15th day of April A.D. 1886 at eight per cent per annum payable Semiannually and for which she asks judgment.
Robinson and Piper. attys for Plaintiff

State of Ohio,
Union County, ss. } L. Piper being duly sworn according to law says she is one of the attorneys of the above named Aguba Base duly authorized in the premises. that the foregoing pleading of Aguba Base is founded upon a written instrument for the payment of money only and is now in possession of this affiant and that the facts stated and allegations in the foregoing pleading of Aguba Base are as affiant believes true.
L. Piper
Sworn to before and by L. Piper and by him subscribed in my presence this sixteenth day of October A.D. 1886. Seal
J. L. Burgner, Clerk.
Court of Common Pleas Union County, Ohio.

Aguba Base, Plaintiff.
vs
Jonathan Beard and others, Defendants.

Praecipe. To Clerk:
Issue Summons upon the petition in the above entitled case directed to the Sheriff of Union County Ohio, returnable according to law.
Endorse Amount claimed ($569 39/100) Five hundred Sixty nine 39/100 Dollars with interest from April 15th A.D. 1886 at rate of Eight per cent. per annum payable Semi-annually.
Robinson and Piper attys for Plaintiff.

Afterward on the 16th day of Oct. A.D. 1886 the following Affidavit was filed with the Clerk of said Court, viz:

Affidavit. Aguba Base Plaintiff
vs
No. 5195 Jonathan Beard and others Defendants
Court of Common Pleas Union County Ohio.
Affidavit for Attachment.

P. J. Wyeth being first duly sworn according to law says he is the agent of the plaintiff duly authorized in the premises that the said Azuba Case has commenced an action in said court against the said Jonathan Beard and others to recover the sum of $569.32/100 now due and payable to the said plaintiff from the said defendant Jonathan Beard et al a promissory note given by said defendant Jonathan Beard as principal & others to said plaintiff and dated Jany 1st 1885 whereby the said defendants promised to pay to the said plaintiff the sum of $3.7.97/100 with interest at eight per cent per annum from date payable semi annually and the said P. J. Wyeth further saith that said claim is just and that there is now justly due plaintiff on said note from the said defendants the sum of $64.89/100 with interest at eight per cent per annum from April 15th 1886 and that the plaintiff justly ought to recover that amount.

And affiant further saith that the said Jonathan Beard is about to dispose of his property with the intent to defraud his creditors and further this deponent saith not. P. J. Wyeth.

Signed in my presence and sworn to before me P. J. Wyeth, this 16th day of Oct. 1886.

{Seal} J. L. Burgner Clerk.

Sheriff's Return.

Undertaking for Order Attachment

No. 5195

Afterward, on the 16th day of Oct, A.D. 1886 the following Undertaking for attachment was filed with the Clerk of said Court, to-wit:

The State of Ohio, } Court of Common Pleas.
Union County, }
Azuba Case, Plaintiff.
vs
Jonathan Beard and others Defendants.

We bind ourselves to the said defendant Jonathan Beard that the plaintiff Azuba Case shall pay the said defendant the damages not exceeding Eleven hundred and forty ($1140.00/100) Dollars, which he may sustain by reason of the attachment in this action, if the order thereof be wrongfully obtained. Azuba Case
Oct. 16, 1886. By Robinson & Piper, her Attys.
P. J. Wyeth.

This undertaking approved by me, this 16 day of October A.D. 1886. J. L. Burgner, Clerk of said Court.

Afterward, on the 16th day of Oct. A.D. 1886 the following Order of attachment was issued by the Clerk of said Court, to-wit:

Order of attachment.

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

Azuba Case Plaintiff.
vs
Jonathan Beard, Defendant.

To the Sheriff of Union County:

Summons. No. 5-195

You are commanded to attach and safely keep the lands, Tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the defendant Jonathan Beard not exempt by law from being applied to the payment of the claims of the plaintiff or so much thereof as will satisfy her claim for $69.39 with 8% int. from Apl 15th 1886. and Fifty dollars, the probable cost of this action.

You will make due return of this order on the 25th day of Oct. A.D. 1886.

Witness my hand and the seal of said Court this 16th day of Oct. A.D. 1886.

Seal. J.L. Burgner. Clerk.

Said Writ returned and filed, the 25th day of Oct. A.D. 1886, endorsed as follows, to wit:

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

Received this Writ Oct. 16th A.D. 1886 at 2 o'clock P.M. and pursuant to its command on the 18th day of October 1886 I attached the following described real estate situate in the County of Union State of Ohio and in the Township of Washington and in U.M.R. Survey No. 12289.

Bounded and described as follows: Beginning at a stone in the centre of the Shertzer Road Witness a B.W. from one root, and a stone bears S. 43° E. 30 links: Thence with the centre of the Shertzer Road N. 5 1/4° W. 26 poles to a stone; witness 2 B.W. bears S 41° E. 44 links: Thence with the centre of said road N. 9 1/2° W. 84 23/100 poles witness a stake bears S 9 1/2° E. 32 links Thence N. 81° E. 189 poles witness a stake bears S 9 1/2° E. 32 links: Thence S 9 1/2° E. 99 58/100 poles to the N.E. corner of the lands of W. Williams.

Thence with W. Williams line S. 81 1/4° W. 178 28/100 poles to a stake: Thence S 2 1/4 W. 35 60/100 poles with another of W. Williams lines to a stake: Thence N. 78 1/2° W. 17 poles to the centre of the Shirtzer Road: Thence with the centre of said road N 23 1/2° E 19 70/100 poles to the beginning, containing 120 acres more or less. The said lands appraised at $30.00 pr acre by M. Hopkins, Sher. E.H. Reed & Thomas Miller as shown by appraisal herewith returned. Service 30 Mileage 3.5-2 Subscribing App. 1.20 Conveying App. 1.00 Inventory & Appr. 1.00 Total $7.02 Appraisers $3.00

M. Hopkins. Sheriff.

Afterward, on the 16th day of Oct. A.D. 1886, the following Summons was issued by the Clerk of said Court, To-wit:

Summons. The State of Ohio, Union County, ss. } Summons In Action for Money Only. To the Sheriff of the County of Union-Greeting:

No. 5-195- We Command you to notify Jonathan Beard and

Benjamin Green that they have been sued by Agnbah Case in the Court of Commyn Pleas of Union County, and that unless they answer by the 15th day of November A.D. 1886 the petition of said Agnbah Case 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 October A.D. 1886.

Witness my hand and the Seal of said Court, this 16th day of Oct. A.D. 1886 at Marysville, O.

{Seal} J. L. Burgner Clerk.

Endorsed: Amount Claimed $569.39 and interest as follows, at 8 per cent: On $ — from Apr. 15th 1886, payable semi-annually. Robinson & Piper, Plff's attys.

Sheriff's Return

Said Writ returned & filed Oct. 25th A.D. 1886 endorsed as follows, to wit:

No. 5195 The State of Ohio, Union County, ss. } Sheriffs Return. Received this Writ Oct 16th A.D., 1886, at 2 o'clock P.M. And pursuant to its command, on the 23rd day of October A.D. 1886 I served the same by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendant Jonathan Beard and by handing a true copy of this summons with the endorsements thereon to the within named defendants, James Beard and Benjamin Green. Service .60 Mileage 3.84 Copy .60 Total 5.04

M. Hopkins, Sheriff.

Afterward, on the 20th day of Nov. A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court to-wit:

Entry

No. 5195 Aguba Case vs. Jonathan Beard and others } In Attachment.

And now comes the plaintiff by her 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 the court further find that the defendants are indebted to the plaintiff Aguba Case in the sum of five hundred ninety five 84/100 Dollars ($595.84/100) on the 15th of November 1886.

It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of $595.84/100 with interest at the rate of Eight per cent per annum from the 15th day of November A.D. 1886 and her costs herein expended taxed to $

And it being made to appear to the court that the defendants James Beard and Benjamin Green signed

Agreement No. 5153

the note herein sued on as Surety for their codefendants the court find that the said Jonathan Beard is principal debtor and James Beard and Benjamin Green are sureties in above judgement; and it is ordered that execution issue accordingly. And it appearing to the court that an attachment was issued to the Sheriff of said County of Union on the 16th day of October A.D. 1886, in the above case and that pursuant to its command the said Sheriff had levied same on 120 acres of land in said County owned by & in possession of the said defendant Jonathan Beard & that said levy was made on the 18th day of October 1886:

The court find that said judgement for said sum of #395-84 & the costs in this case are a lien on said premises from the said 18th day of October 1886.

It is therefore ordered by the court that the Sheriff proceed as upon execution to appraise advertise and sell the real estate attached and in said proceedings described in this action now in his hands remaining or so much thereof as will satisfy the judgement & costs aforesaid and that he report his proceedings to this court for further order.

Attest. John L. Burgner Clerk.
By Nellie Roney. 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 25th day of October in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to-wit, on the 28th day of Aug. A.D. 1886 the following Agreement was filed with the Clerk of said Court, to-wit:

W. A. Mc. Carney

Agreement vs.

Jesse Soughrey Administrator of the Estate of

No. 5-15-3 John D. Mc. Carney deceased.

Whereas, W. A. Mc. Carney claims of the estate of John D. Mc Carney deceased, the sum of six hundred and twenty four (#624.) dollars upon an account for Boarding and keeping and has presented his said claim to Jesse Soughrey Administrator of said estate of said John D. Mc-Carney deceased, for allowance and whereas, the said Jesse Soughrey disputes the validity of said claim it is therefore agreed between the said W. A. Mc Carney and Jesse Soughrey to refer the matter in controversy to the arbitrament and award of Jerome Ritchie Rolland, Evans & Alexander Crist, and that said referees shall be submitted for the approval to the Probate Judge of Union County Ohio.

Signed and sealed by us this 21 day of August A.D. 1886.
W. A. Mc. Canny (L.S.) Jesse Laughrey (L.S.) Administrator
of the estate of John D. Mc. Canney deceased.
I Hereby approve the Referees within named.
august 28" 1886. John B. Coats Probate Judge.

Afterward, on the 9" day of Sep. A.D. 1886, the following
account account was filed with the Clerk of said Court, To-wit;
The Estate of John Mc. Canny Dec, in account
No. 5153 with W. A. Mc. Canny Dr
To Board washing and part clothing of the said
John Mc. Canny commencing May 11" 1879, and ending april
6" 1885 at the rate of $2.00 per. week Total $624.00
The State of Ohio.
Union County, ss. } W. A. Mc. Canny being duly sworn
says the above account is just, correct & the same true & unpaid
payments or offsetts on the same and that there is due
thereon the sum of six Hundred & twenty four Dollars with
interest from May 11" 1885. W. A. Mc. Canney.
Sworn to and subscribed by the said W. A. Mc.
Canny before me this 24" day of July A.D. 1886.
D. Sherman J. P.
Endorsed: Marysville O. Aug 7" A.D. 1886 not allowed.
Jesse Laughrey adm. Estate J. D. Mc. Canney dec.

Afterward on the 9" day of Sep. A.D. 1886, the follow-
Report- ing Report was filed with the Clerk of said Court, to-wit;
No 5153 The undersigned to whom were refered matters
in controversy between ~~between~~ W. A. Mc. Canny and Jesse Laugh-
-rey administrator of the estate of John D. Mc. Canny Deceased
more particularly mentioned in the agreement to arbitrate
signed by said parties on the 9th Day of September 1886 having
been first duly sworn and having heard the allegations and
proofs of the parties do determine and award. 1" That the said
Jesse Laughrey out of the assets of the estate of said John D. Mc-
Canny Deceased applicable to that purpose pay to said W. A.
Mc. Canny the sum of $624.00. 2" That the cost of this refer-
ence be paid by said Administrator out of the assets of said
estate. Given under our hands and Seals. Sep 9" 1886.
Costs of reference. Fees of Justice $3.65 R. V. Evans (Seal)
" " Constable 6.15 J. Ritchie (Seal)
" " Witness $5.00 Alex. Crist (Seal)
" " Referees $3.00

Afterward, on the 25" day of Oct. A.D. 1886, the fol-
Motion lowing Motion was filed with the Clerk of said Court, To-wit:
No 5153 W. A. Mc. Canney Plaintiff
vs
Jesse Laughrey administrator of John D. Mc. Canney Dec. } In Union County
Court of
Defendants. } Common Pleas

Entry. No. 5153 Jesse

Petition. No 5084

Motion to confirm award

Now comes Wm A. Mc Canny by his atty and moves the Court to confirm the award of Jerome Ritchie, Rolland Evans & Alexander Crist arbitrators to whom was submitted the claim of said plaintiff. Said award was duly made on the 9th day of September A.D. 1886. and said finding being in the sum of six hundred & twenty four Dollars Debt and costs taxed as follows: Justice fees 3.65 Constables fees 6.15 Witness Fees 5.00 Referees' Fees 3.00 Total 17.80

Total Judgment Sept. 9, 1886 ---- 624.00
Costs ---------- 17.80
$644.80

J. M. Kennedy atty for W. A. Mc Canny.

Afterward, on the 16th day of Nov. A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. W. A. Mc Canny, Plff. } Entry.
vs
No. 5153 Jesse Laughrey admis.

Arbitration & Award.

This day this cause come on to be heard upon the motion by the plaintiff to confirm the award heretofore made in this case and the Court do hereby affirm said award. It is therefore ordered and adjudged by the court that the Plaintiff recover of the said Defendant as administrator of the estate of John A. Mc Canny Dec. said sum of $624.00 Debts & costs herein taxed at $

Attest. John L. Burgan, Clerk.
By Nellie Roney 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 county of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit on the 9th day of Feb. A.D. 1886 the following Petition was filed with the Clerk of said Court, to-wit;

Petition. Robert Mc Kinley, Plaintiff. } Court of Common Pleas.
vs Union County, Ohio.
No. 5034 Allen Hannaavalt, Defendant } Petition

Plaintiff says

On the 29th day of December A.D. 1884 a judgment was rendered in favor of the The Peoples Bank in the Circuit Court of Jay County in the State of Indiana in a case wherein the Peoples Bank was plaintiff and Allen Hannaavalt, Robert Mc Kinley, Caldwell C. Cartright and

Charles D. Headington were defendants for the sum of One hundred four and 35/100 Dollars and costs taxed to $14.00

Plaintiff further says that on or about Feb 1st 1886 he paid off said judgment and costs by paying the sum of one hundred and forty one Dollars ($141.00) and that upon payment of said judgment in full as above stated the said judgment was assigned to this plaintiff who is now the owner of the same. A copy of said judgment is hereto attached marked "A"

The plaintiff herein says that there is now due him from the defendant Allen Hannawalt the sum of one hundred and forty one Dollars which he claims with interest from February 1st 1886 and for which he asks judgment. Robinson and Piper Attorneys for Plaintiff

State of Ohio, }
Van Wert County, ss. } L. Piper being duly sworn according to law says that he is one of the attorneys of the said Robert Mc. Kibley duly authorized in the premises that said Robert Mc Kinley is a non resident of the State of Ohio and now absent therefrom and that the facts stated and allegations in his foregoing petition are as he verily believes true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 9th day of February A.D. 1886.

{Seal} J. D. Burgner, Clerk.

affidavit.

"A"

Transcript State of Indiana, Jay County, ss:

The Peoples Bank vs Allen Hannawalt Robert Mc. Kinley et al. } No 435-0 Complaint on note } Jay circuit Court, Dec. Term 1884

Be it remembered, That on the 30th day of December 1884, the same being the 2d judicial day of the Dec. Term, 1884, of the Jay circuit Court, began, held and continued at the Court House, in Portland, commencing on Monday, the 29th day of Dec. 1884, before the Honorable James R. Bobo, Judge of said Court. The following proceedings were had in the above entitled cause. Comes the Plaintiff by counsel and it appearing from the return of the Summons that said defendants were each served with process more than ten days prior to the first day of the present term of court which said summons and return endorsed thereon by the sheriff reads as follows to wit (here insert) The defendants being each three times audibly called by the sheriff came not but herein make default. The cause being submitted to the court for trial, after hearing the evidence and due deliberation thereon being had the court finds there is due the plaintiff from the defendants the sum of one Hundred and Four Dollars and Thirty Five cents ($104.35)

Praecipe

It is therefore considered and adjudged by the court that the Plaintiff recover of the defendants Allen Hannawalt Robert Mc Kinley Caldwell C. Cartwright + Charles F. Headington the Sum of one Hundred and Four Dollars and Thirty Five cents ($104.35) together with the cost in this suit paid laid out and expended - Waiving Valuation and Appraisement laws and bearing six per cent interest.

Costs taxed at $14.05

State of Indiana, }
Jay County. ss. } I, W. C. Fleming, Clerk of the Jay Circuit Court, of the County of Jay and State of Indiana, do hereby certify that the foregoing is a true and complete copy of the proceedings and judgment of said Court, in the above entitled cause, on the day and year first aforesaid, as appears of record in my office.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of said Court, at my office at Portland, this 2d day of Feby A.D. 1886.

Seal. W. C. Fleming Clerk of the Jay Ct. Court.

affidavit

Robert Mc Kinley Plaintiff. } Court of Common Pleas.
vs } Marion County, Ohio.
Allen Hannawalt, Defendant } Affidavit.

L. Piper being first duly sworn deposeth and saith he is one of the Attorneys of the said Robert Mc. Kinley the plaintiff in above case, duly authorized in the premises that said Robert Mc. Kinley is a non-resident of the state of Ohio and that the said Robert Mc. Kinley has commenced an action in said court against said Allen Hannawalt defendant to recover the sum of $141.00 now due and payable to the said plaintiff from the said defendant on a judgment rendered against said Allen Hannawalt and said Robert Mc. Kinley as one of the sureties on note, in the Circuit Court of Jay County and State of Indiana in case wherein The Peoples Bank was plaintiff and Allen Hannawalt and others were defendants - the said Robert Mc. Kinley having paid off said Judgment and taken an assignment of same - and the said affiant further says the said claim is just and that there is now justly due him on said judgment from the defendant Allen Hannawalt the sum of $141.00 and said affiant further says that the said Allen Hannawalt is a non-resident of the State of Ohio and further affiant saith not.

L. Piper

Signed in my presence and sworn to before me this 9th day of February A.D. 1886

{Seal} J. D. Burgner

Praecipe To Clerk:

Issue Summons upon foregoing petition

directed to Sheriff of Union Co. Ohio for the defendant Allen Hannawalt. Endorse'd Amt claimed $141 with int. from Feb. 2d 1886 & attachment. Robinson & Piper, Attys for plaintiff.
Prec Filed Feb 11 1886 J.L. Burgner, Clerk.

Afterward on the 9th day of Feb. A.D. 1886. the following Order of attachment was issued by the Clerk of said Court, to-wit:

Robert Mc. Kinley, Plaintiff.
vs
Allen Hannawalt, Defendant.

The State of Ohio, Union County.
Court of Common Pleas of Union County.
To the Sheriff of Union County:

Order of attachment

No. 5034

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the defendant, Allen Hannawalt not exempt by law from being applied to the payment of the claims of the plaintiff Robert McKinley or so much thereof as will satisfy his claim for $141.00 with interest from Feb 1st 1886. and also for One hundred Dollars, the probable costs of this action. You will make due return of this writ on the 22nd day of Feb. A.D. 1886 Witness my hand and the Seal of said Court, this 9th day of Feb. A.D. 1886.

{Seal}

J.L. Burgner, Clerk of the Court of Common Pleas of Union County.

Said Writ returned & filed Feb. 22nd 1886, endorsed as follows, to-wit:

Sheriff's Return

Office Sheriff of Union County, Ohio.
Marysville, Feby 12th, A.D. 1886.

Received this order on the 9th day of Feby A.D. 1886, and agreeably to the command thereof, I did, on the 11th day of Feby, A.D. 1886 in the presence of W.O. Parmenter and S.A. Wilkins two freeholders of said County, attach the property described in the Schedule marked "A", hereto attached and made part of this Return, and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement as will fully appear by reference to said Schedule "A". Service 30 Mileage 1.44 Sum'g & Swearing Appr's Inventory and Appr'l 30 Total $3.24 Apr. 1.00 Appraisers' Fees 2.00

Schedule "A."

We, Marion Hopkins Sheriff of Union County, and W.O. Parmenter and S.A. Wilkins two Freeholders of said County, do truly inventory and appraise the property attached under the foregoing order as the property of Allen Hannawalt and hereinafter described as follows, viz: The following described real estate situated in the County of Union and State of Ohio and containing fifty acres and bounded as follows, Beginning at two Beeches in the North line of the original survey: thence 78° E with the old line 122 poles to two Lyons and a Beech: thence S 10 E. 67 poles to a Hickory & Mulberry thence: thence S 78° W. 122 poles to a hickory White oak: thence N. 10° W. 67 poles to begin

Summons. No. 5034

Sheriff's Return. No. 5034

ning Being part of Survey No. 5477 also another tract in Union County & State of Ohio in Survey No. 5477. Beginning at an Elm Black Maple in Amos Beerlide thence with said line N. 8° 20' W 103 poles to a Mulberry, Hickory and Dogwood N. E corner to land deeded by C. Lee to James L thence with the line South 79° W. 39 poles to an Dogwood water Beech and Lynn thence S 8° 20' E 102 poles to a Hickory, Red oak and Elm: thence N. 80° 30' E 39 poles to the beginning containing 25 acres. Less 13 acres conveyed to John Samuel Waller and 2 acres conveyed to Joseph Walker. This attachment is intended to cover the One seventh interest of Allen Hannawalt in the above described real estate. Appraised at $45.00 pr. acre.

Given under our hands this 11th day of Feby A.D. 1886.

M. Hopkins, Sheriff. V. O. Parmenter. J. A. Wilkins.

Afterward, on the 11th day of Feb. A.D. 1886, the following Summons was issued by the Clerk of said Court, to-wit:

Summons. No. 5034

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

We Command you to notify Allen Hannawalt that he has been sued by Robert Mc. Kinley in the Court of Common Pleas of Union County, and that unless he answers by the 13th day of March, A.D. 1886 the petition of said plaintiff Robert Mc. Kinley 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 Feb. A.D. 1886. Witness my hand and the seal of said Court, this 11th day of Feb. A.D. 1886

[Seal]

J. L. Burgner, Clerk.

Endorsed; In action for-Amount claimed $141.00 with interest from Feb. 2" 1886.

Robinson & Piper. Plaintiff's attys.

Said Writ returned & filed Feby 12th, 1886, endorsed as follows, to-wit;

Sheriff's Return. No. 5034

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

Received this Writ Feby 11th A.D. 1886, at 8 o'clock a.m. The within named defendant Allen Hannawalt not found in any county. Summons returned this 12th day of Feby 1886. Mileage 1.44 Copy .20 Total $1.64

M. Hopkins, Sheriff
By A. H. Goodwin Depty.

Afterward, on the 20th day of Nov. A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Legal Notice.

Allen Hannawalt, residing at Portland, in the

State of Indiana, will take notice that on the 9th day of February 1886. Robert Mc. Kinley filed his petition in the Common Pleas Court, Union County, Ohio in case No. 5034, against the above named Allen Hannawalt, praying for judgement for sum of $147.00. with interest from February 1st 1886, on transcript from Circuit Court of Jay county, in the State of Indiana, in case wherein the People's Bank of Portland, Indiana, was plaintiff and Allen Hannawalt and others were defendants, in which case judgment was rendered at December term of said Court, 1884 for sum of $104.35 and costs, and which said judgement and costs were paid by plaintiff herein and that attachment was issued in above case from the Common Pleas Court of said county of Union against the interest of said Allen Hannawalt in the Estate of George Hannawalt, Sr., late of said Union county, deceased.

Said Allen Hannawalt is required to answer said petition on or before October 2d, 1886, or Judgement may be taken against him. Robert Mc. Kinley. Printers Fee 10.50

By Robinson & Piper, his attorneys. July 14, 1886-6w.

Proof of Publication

Clas 034

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 July 14-1886. W. O. Shearer

Sworn to and subscribed before me, this 20 day of Nov. 1886. J. L. Burgner. Clerk.

Afterward, on the 20 day of Nov. A.D. 1886. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

Clas 034

Robert Mc. Kinley
vs
Allen Hannawalt } In Attachment.

This day came the plaintiff by his attorneys and the defendant being in default for answer and demurrer the court find that service of Summons has been duly made, that the allegations of the petition are confessed by him to be true and that the defendant Allen Hannaabalt is indebted to the plaintiff in the sum of one hundred and forty seven and 56/100 Dollars ($147 56/100) It is therefore considered by the court that the said plaintiff recover from the said defendant the said sum of $147 56/100 with interest from Nov. 9th 1886 and his costs herein expended taxed to $ And it appearing to the court that an attachement had in this case been issued on the 9th day of February A.D. 1886. directed to the sheriff of said County of Union and that by the direction of said order of Attachment the said sheriff had made a levy upon the interest of the said defendant in the lands in said order described being seventy five acres of land in said county which said levy was made by said Sheriff on the 11th day of February A.D. 1886.

The court find that the above judgment for said sum of $147 56/100 and the costs of this case are a lien on said premises for said sum from the said 11th day of February 1886.

It is therefore ordered by the court that the sheriff proceed as upon execution to appraise advertise and sell the real estate so as aforesaid heretofore levied upon in this action and now in his hands remaining or so much thereof as will satisfy the judgment & costs aforesaid and that he report his proceedings to this court for further order.

Attest. John L. Burgner, Clerk.
By Nellie Roney. Deputy.

Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the county of Marion, of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25th day of October, in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 4th day of Sep. A.D. 1885 the following Petition was filed with the Clerk of said Court, to-wit;

Henry Evans, Plaintiff
vs
William Murphy, Defendant

Court of Common Pleas
Marion County Ohio.
Petition.

Petition.

No. 4877

The plaintiff says - That on the 22nd day of June A.D. 1885 the defendant William Murphy was the duly elected and qualified Marshal of the Village of Richwood, Marion county Ohio.

On the said 22nd day of June A.D. 1885 the defendant imprisoned plaintiff and deprived him of his liberty for the space of Ten (10) hours, unlawfully and with force on a pretended charge of behaving in a disorderly manner and being found in a state of intoxication. Whereby plaintiff was confined in a prison, and was prevented from attending to his business during said time of ten hours. That he was not granted a trial on either of said charges by the mayor of said village. That while that defendant had the plaintiff imprisoned as aforesaid, he took from the plaintiff and still retains his Pocket Book containing One Hundred and Twenty Five Dollars -

Plaintiff says he has been damaged by reason of the premises One Thousand Dollars for which he asks judgment against the said Defendant.

D. W. Ayers. atty for Plaintiff.

State of Ohio,
Marion County, ss: Henry Evans being duly sworn says the facts stated and allegations made in this foregoing petition are as he believes true.

Henry Evans

Sworn to before me and signed in my presence by the said Henry Evans this 4th day of August A.D. 1885.
[Seal] J.L. Burgner, Clerk.
By W.M. Winget Dep.

Praecipe No. 4877

Clerk - Issue Summons upon the petition in the above entitled case for Deft to the Sheriff of Union County Ohio, returnable according to law. Endorse - Action for false imprisonment - Amount claimed $1000.00
D.W. Ayers, Atty. for Plaintiff.

Afterward, on the 4th day of Sep. A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:

Summons No. 4877

The State of Ohio, } ss:
Union County, } To the Sheriff of the County of Union Greeting:
We command you to notify William Murphy that he has been sued by Henry Evans in the Court of Common Pleas, of Union County, and that unless he answer by the 3d day of October A.D. 1885 the petition of said Plaintiff against him filed in the Clerk's Office of said Court, such petition will be taken as true, and Judgment rendered accordingly. You will make due return of this summons on the 14th day of Sep. A.D. 1885. Witness my hand and the seal of said Court, this 4th day of Sep. A.D. 1885.
[Seal] J.L. Burgner, Clerk.
By W.M. Winget, Deputy.
Endorsed. In action for false imprisonment. Amt. claimed $1000.00
D.W. Ayers, Plaintiff's Attorney.

Said Writ returned & filed Sep. 14th A.D. 1885, endorsed as follows, to-wit:

Sheriff's Return No. 4877

The State of Ohio, } Sheriff's Return.
Union County, ss. } Received this Writ Sept 4th A.D. 1885, at 2 o'clock P.M. and pursuant to its command, on the 11th day of Sept. A.D. 1885. I served the same by handing the within named defendant William Murphy a true copy of this writ with endorsements thereon. Service .30 Mileage 2.56 Dep. .20 Total $3.06
M. Hopkins, Sher. By A.H.G., Deputy.

Afterward, on the 16th day of Sept. A.D. 1885, the following Demurrer was filed with the Clerk of said Court, to-wit:

Demurrer No. 4877

Henry Evans, Plaintiff. } In the Court of Common Pleas.
Against } Union County, Ohio.
William Murphy, Defendant. } Demurrer.

And now comes the defendant and demurs to plaintiff's petition, and for ground of demurrer says.
1. That said petition does not state facts sufficient to constitute a cause of action against defendant.
Porter & Porter Attorneys for Deft.

Entry. No. 4877

Petition. No. 4877

Motion. No 4877

Afterward, on the 7th day of Apr. A.D. 1886. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 4877

Henry Evans
vs
William Murphy

No 4877

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff and was argued by counsel. In consideration whereof the court do sustain said demurrer. Whereupon Plaintiff asked and obtained leave to amend his petition in 20 days from the rising of court, & this cause is continued.

Afterward, on the 8th day of May A.D. 1886 the following Amended Petition was filed with the Clerk of said Court, to-wit:

Amended Petition. No. 4877

Henry Evans. Plaintiff
vs
William Murphy Deft.

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

The plaintiff says:

On the 22d day of June A.D. 1885. at the village of Richwood in said county of Union, defendant imprisoned plaintiff and deprived him of his liberty for the space of Ten (10) hours, unlawfully and with force on a pretended charge of behaving in a disorderly manner and being found in a state of intoxication and while so imprisoned the said defendant took from the plaintiff and still retains his Pocket Book containing one Hundred and Twenty Five Dollars.

Plaintiff says he has been damaged by reason of the premises One Thousand Dollars for which he asks judgment against said defendant.

D. W. Ayers Atty. for Plaintiff.

State of Ohio.
Union county, ss.

Henry Evans being duly sworn says the facts stated and allegations in his foregoing Ammended Petition are as he believes true.

Sworn to before me and signed in my presence by the said Henry Evans this day of May 1886.

Afterward, on the 1st day of June A.D. 1886. the following Motion was filed with Clerk of said Court, to-wit:

Motion. No 4877

Henry Evans. Plaintiff.
against
William Murphy, Defendant

Court of Common Pleas.
Union County, Ohio.
Motion

The defendant now comes and moves the court.

1st. To require the plaintiff to amend his amended petition filed May 8th 1886, so as to separately state and number his different causes of action.

2nd To require the plaintiff to make his petition more definite and certain in this, to-wit to state whether he

claims as damages the value of the said #25 + pocket book, which he states that defendant took, and retains from him. + whether or not the same is included in the said #1000. damages sued for by plaintiff, and to state, on what, he claims damages. Porter & Porter, Attys for dft.

Afterward, on the 7th day of June A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry: Henry Evans vs William Murphy } No. 4877

This day this cause came on to be heard upon the motion of defendant to require the plaintiff to separately state and number his several causes of action set up in his amended petition, and the court being fully advised in the premises sustain said motion, + thereupon the plaintiff asked and obtained leave to again amend his petition instanter.

No. 4877

Afterward, on the 4th day of June A.D. 1886, the following Amended Petition was filed with the Clerk of said court, to-wit:

Amended Petition. Henry Evans, Plaintiff } In Court of Common Pleas, vs Union county, Ohio. William Murphy, Defendant, } Amended Petition.

No. 4877

1st. The plaintiff says for his first cause of action. That, On the 22nd day of June A.D. 1885 at the village of Richwood in said county of Union, defendant imprisoned plaintiff and deprived him of his liberty for the space of Ten (10) hours unlawfully and with force on a pretended charge of behaving in a disorderly manner and being found in a State of intoxication.

2nd Second cause of action. Plaintiff says that while he was so unlawfully imprisoned by the defendant on the pretended charge of behaving in a disorderly manner and being in a state of intoxication and as alleged in his first cause of Action herein, the defendant took and has ever since retained his (plaintiff's) Pocket Book containing One Hundred and Twenty Five Dollars. Plaintiff says he has been damaged by reason of the premises One Thousand Dollars for which he asks Judgment against said defendant.

D. W. Ayers. Atty. for Plaintiff.

Reply. No. 4877

State of Ohio, Union County, ss: } Henry Evans being first duly sworn says the facts stated and allegations in his foregoing Ammended Petition are as he believes true.

Henry Evans

Sworn to before me and signed in my presence by the said Henry Evans this 4th day of June 1886.

{Seal}

J. L. Burgner, Clerk.

Answer
No 4877

Afterward, on the 5th day of Nov. A.D. 1886, the following answer was filed with the clerk of said court, to-wit:

Henry Evans Plaintiff. } Court of Common Pleas.
Against } Union County, Ohio.
William Murphy, Defendant. } Answer.

The defendant answers to the amended petition of plaintiff, filed June 4th 1886, and says 1st That he denies each and every allegation, contained in said amended petition.

2nd — For second ground of defense defendant says, that he was on said 22nd day of June 1885 the duly elected, qualified, and acting Marshal of the Incorporated Village of Richwood in said county of Union.

That in the night season of said 22nd day of June 1885, to-wit: about the hour of 9 P.M., he while acting as such marshal found the defendant in a state of intoxication within the incorporated limits of said village, and found the said defendant, then and there disorderly and creating a great disturbance, and annoying the citizens of said village by his intoxication and disorderly conduct, in violation of the laws of this state as well as the legal ordinances of said village. And the said marshall, in the line of his duty as such, did arrest and detain said defendant for the purpose of having a legal warrant obtained, and defendant avers that he detained plaintiff no longer than was reasonably necessary to obtain said warrant, and in all the defendant did & was strictly in the line of his duty. This defendant therefore asks to be dismissed with his costs.

Porter & Porter Attys for Deft.

William Murphy, the defendant, being duly sworn, makes oath, that the facts stated in the foregoing answer are true.

Wm Murphy

Sworn to by William Murphy before me, and signed by him in my presence this 5th day of November A.D. 1886. [Seal] J. L. Burgner Clerk.

Reply.
No 4877

Afterward, on the 5th day of Nov. A.D. 1886, the following Reply was filed with the clerk of said court, to-wit:

Henry Evans, Plaintiff } Court of Common Pleas,
vs } Union County, Ohio.
William Murphy, Deft. } Reply.

The plaintiff for reply says that he admits that on the 22nd day of June A.D. 1886 the defendant was the duly elected and qualified marshall of the village of Richwood Ohio. The Plaintiff denies each and every other allegation contained in the defendants second ground of defense.

D. W. Ayers Atty. for Plaintiff.

State of Ohio, } Henry Evans being duly sworn says the
Union County, ss. }

Sp[t]s stated and allegations of the foregoing Reply are true as he believes. Henry Evans.

Sworn to before me and signed in my presence by Henry Evans this 5th day of Nov. 1886.

[Seal] J. L. Burgner. Clerk.

Afterward, on the 6 day of Nov. A. D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Henry Evans Plaintiff. } Oct. Term, 1886.
vs } No. Jury Trial.
W[m] Murphy, Defendant. } This day came the parties by their attorneys, and this cause came on to be tried: and thereupon came a Jury, to-wit: Hugh McAdow N. E. Dillon. Geo. Burkol, Virgil Christ, John Lake. E. W. Price. Brown Newlove, E. E. Taylor, George W. Stephens, S. S. McPeck, Levi Kerau and B. D. Perfect. who being duly impannelled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of Counsel, and charge of the Court, the said Jurors retired to their room, to deliberate upon their verdict, and after due deliberation returned into Open Court and presented their verdict in writing, in the words and figures following, to-wit;

The State of Ohio. } Court of Common Pleas of said County,
Marion County, } October Term Nov. 6th 1886.
Henry Evans, Plaintiff.
vs
W[m] Murphy, Defendant. } Civil Action.
Verdict for Plaintiff.

We the Jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Plaintiff, and assess the amount due to the plaintiff from the Defendant, at the sum of Thirty dollars in the 2nd cause of action. In the first cause action we find in favor of the defendant. B. D. Perfect Foreman.

Afterward, on the 11th day of Nov. A. D. 1886. the following Entry was made on the Journal by the Clerk of said Court, to-wit;

Entry. Henry Evans
vs
No. 4877 W[m] Murphy } The jury in this case having on former day of this term brought in their verdict in favor of the plaintiff and assessed his damages at $30 00 and no motion for a new trial having been made by either party. It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant the said sum of thirty dollars, and that each party pay their own costs

Petition
No. 5156

herein made, taxed at $ and execution is awarded accordingly.

Attest. John Q. Buzzner, Clerk.
By Nellie Rowry 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 25 day of October, in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 28" day of Aug. A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

James W. Robinson, Executor of the will of Robert Poling, decd.
vs
Richard Wells and others Defts
} Court of Common Pleas, Union County Ohio.
Petition.

Petition
No. 5156

The plaintiff says that Robert Poling late of Union County Ohio died seized of a farm in said County containing about 142½ acres known as the Roger Poling farm. That prior to his death he executed his will which after his death was duly probated & the plaintiff was duly qualified as the executor of the same under the order of the Probate Court of said County & remains such executor.

A copy of said will so probated is hereto attached & by its terms it gives to Noah Poling during his life & at his death to his heirs 52½ acres off of the South West end of said farm & the balance to his widow during her life and her death requires said executor to sell & convey said balance of said farm & pay the annual interest to his six daughters hereinafter named during their lives & at their deaths to pay the principal to their heirs at law.

The said widow has died having failed to pay all the taxes & pike and Ditch assessments thereon & J. D. Bates holds the tax title thereto which is invalid except that it may give some rights as a lien on said land.

The plaintiff believing it to be his duty & his right to sell said land has sold the same & all the living daughters aforesaid are satisfied therewith, to wit: Eliza-Clarissa & Ruana & so far as the plaintiff is aware all the others interested therein are satisfied but some question exists as to the right of plaintiff to make a good conveyance.

The plaintiff says the names of said six daughters are as follows, viz. Eliza (married to Thomas Bancroft) Clarissa (married to James Moody), Roana (married to John T. Hildebrand all of Union County Ohio & which have joined in executing a deed to said purchaser & are all living & have children as follows. Eliza has one child viz —

Bancroft now of age & has joined in said deed. Clarissa Moody has the following children viz. Mary Catharine married to Albert Barnes of said County of Union - Martha Eliza Moody aged 15 years May 1886. Elizabeth Ann Moody aged 12 years June 1886. Joseph Moody aged 11 years December 1886 and Laura Moody aged 7 years Dec 1886 all living with their mother. Roana Hildebrand has the following children viz. Alvin R. Hildebrand aged 18 years 2 mos & Minerva J. Hildebrand aged 12 years last June - That the fourth daughter of said Roger Poling was Barbara, who married — Lot and died leaving one daughter Samantha of age and living at Fort Madison & State of Iowa & married to W. B. Douglas who have joing in executing a deed conveying all of her interest in said estate to R. L. Woodburn who ratifies said sale.

That the fifth of said daughters is Lucinda married to — Westlake & died leaving the following children whose place of residence plaintiff is unable to give viz. Adelade who married Eleg. Neighbor & died leaving two children whose names plaintiff cannot give - Jefferson Westlake of the state of Iowa Martha married to George Smith, and Henderson Westlake & Mary married to Abe Hunt but plaintiff is not able to give the name or residence of either.

The sixth daughter aforesaid was Caroline who married Levi Wells & died leaving the following children viz. Annice Wells married to Lot Richard Wells Jane Wells married to Frank Duncan & Clinton Wells and there may be other children of said three deceased daughters but plaintiff has been unable to ascertain the fact but he believes these are all.

The said farm is so shapen that it is practically difficult to cut off the 32½ acres of Noah Poling at the S.W. end of said farm without stopping before reaching the north side of the place as it would make a very narrow strip at that point & plaintiff says it is plain to him that the description when properly understood was that that many acres off of the first purchase of land on that farm & he made the sale of said balance with that interpretation which also is satisfaction to said Noah Poling & is for the advantage of all the parties concerned.

The plaintiff files this petition to obtain a decree declaring his right to convey the complete title to said land including the contingent interest of the children of said daughters & to have the said share of Noah Poling run off & the balance of said land surveyed & deliverd & the plaintiff authorized to convey said balance to Elizabeth P. Nash according to the terms of said contract & for other proper relief.

J. W. Robinson. Ex. of the will of Roger Poling

The State of Ohio, }
Union County, ss. } J. W. Robinson being duly sworn says he believes all of the statements of the foregoing petition are true

J. W. Robinson

Praecipe. No. 5156

Summons. No. 5156

Sheriffs Return. No. 5156

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Sworn to before me & signed in my presence this 28 of Aug. 1886. [Seal] J. L. Burgner. Clerk.

Praecipe. No. 5156

Issue summons for J. D. Bates, Noah Poling Mary Catherine Barnes Martha Eliza Moody Elizabeth Ann Moody Joseph Moody Laura Moody Alvin P. Hildebrand Minerva J. Hildebrand & endorse for Equitable relief &c.
J. W. Robinson.

Afterward, on the 18th day of Sept A. D. 1886, the following Summons was issued by the Clerk of said court, to wit:

Summons. No. 5156

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

We command you to notify J. D. Bates, Noah Poling, Mary Catherine Barnes, Martha Eliza Moody, Elizabeth Ann Moody, Joseph Moody, Laura Moody, Alvin P. Hildebrand, Minerva J. Hildebrand, that they & others have been sued by James W. Robinson Executor of the Will & Roger Poling deceased in the Court of Common Pleas of Union County, and that unless they answer by the 16th day of October A. D. 1886 the petition of said plaintiff James W. Robinson, Executor &c against them filed in the Clerk's Office of said Court, such petition will be taken as true, and Judgment rendered accordingly. You will make due return of this summons on the 27th day of September A. D. 1886.

Witness my hand and the seal of said Court, this 18th day of Sept. A. D. 1886.

[Seal] J. L. Burgner. Clerk.

Endorsed: Action for equitable relief &c.
J. W. Robinson Plaintiff's atty.

Said Writ returned & filed, Sept. 27th A. D. 1886, endorsed as follows, to-wit:

Sheriff's Return. No. 5156

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

Received this Writ Sept 18th A. D. 1886. at 2 o'clock P. M. and pursuant to its command, on the 25th day of Sept. A. D. 1886, I served the same by handing a true Copy of this Summons with the endorsements thereon to the within named defendants Martha Eliza Moody and Minerva J. Hildebrand minors under the age of 14 years, and by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendants and minors under the age of 14 years, Laura Moody, Joseph Moody Elizabeth Ann Moody, and Alvin R. Hildebrand, I also served James Moody, Father of Martha Eliza Moody, Laura Moody, Joseph Moody and Elizabeth Ann Moody, minors under the age of 14 years. Also John F. Hildebrand Father of Minerva J. Hildebrand and Alvin P

Hildebrand Minors under the age of 14 years with a true copy of this Summons. Also by leaving a true copy of this Summons with the endorsements thereon at the usual place of residence of the within named defendants Noah Poling and Mary Catherine Barnes. The within named defendant J.D. Bates not found in my county. Service 1.65 Mileage 1.28 Copy 2.20 Total $5.13 W.H. Hopkins Sheriff.

Answer

Afterward, on the 25th day of Oct. A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Legal Notice.

Notice is hereby given to the heirs of Lucinda Westlake, deceased, and of Caroline Wells, deceased that the undersigned has filed his petition against them and others, alleging that he has sold to Elizabeth P. Nash, the land in the Roger Poling farm, in Union county, Ohio, which the will of Roger Poling deceased, directed his Executor to sell for the benefit of his daughters, and that a question is made whether he has power to make a good deed. The prayer of said petition is that the court may grant decree construing said will, and direct the Executor of said will to make a deed for said land.

The names of said heirs so far as plaintiff knows or learned, are as follows: Adelade Neighbor, Jefferson Westlake Martha Westlake, Henderson Westlake, Mary Westlake, Anice Lott, Richard Wells, Jane Wells, married to Frank Duncan, Clinton Wells.

They are required to answer said petition by the 25th of October inst. J.W. Robinson; Executor of the will of Roger Poling.

Proof of Publication

Entry. No. 5156

Sept 1, 1886 - Cap. #9.45 -

The State of Ohio, Union County, ss. The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with September 1st 1886.

W.O. Shearer.

Sworn to and subscribed before me, this 25th day of Oct. 1886. J.L. Burgner. Clerk.

Afterward, on the 26 day of Oct. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit;

Entry. No. 5156

James W. Robinson Exr &c vs Richard Wells et als. On motion the court appoints D. W. Ayers guardian ad litem of the minor defendants in this case and he appeared to accept said trust & filed his answer for them.

Afterward, on the 26 day of Oct. A.D. 1886. the following answer was filed with the Clerk of said Court, to-wit:

James W. Robinson Ex^r &c.
vs
Richard Wells et als.

answer
No. 5156

Now comes D.W. Ayers as the guardian ad litem of the infant defendants in this cause & for answer for them says they deny the allegations of the petition & ask the protection of the Court.

D. W. Ayers Guardian ad Litem.

Afterward, on the 27 day of Oct. A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

James W. Robinson Ex^r of the will of Roger Poling, dec'd.
vs
Richard Wells et als.

Entry.
No. 5156

This day came on this cause to be heard by the Court whereupon the Court find that due notice hath been served on the defendants. Whereupon the court being fully advised in the premises do find that said plaintiff hath full power and authority to execute lawfull deeds for the lands in said petition described conveying all the title of said Roger Poling & his heirs in said lands & authorize him to execute deeds therefore to the purchasers thereof & that intention of said testator was to give to Noah Poling the s 2½ acre lot as set forth in plaintiff's petition & therefore the court order that lot be left for him under the will & the court further find that Lucinda Poling married Wm Westlake & died leaving five heirs to-wit. Adelade who married George Neighbor and died leaving two sons whose names are — & — minors. Jefferson Westlake aged 28 years living in Montgomery Co. Iowa. Martha Westlake married to George Smith & living in Montgomery Co. Iowa. Henderson Westlake at same residence & 23 years of age and Mary Westlake aged 21 years married to Ube Hurst residing in Montgomery Co. Iowa & each of whom are entitled to one fifth of one sixth of said premises.

That Caroline Poling married Levi Wells & died leaving the following four children each of whom are entitled to one fourth of one sixth of said premises viz. Arice Wells married to Wm Potts residing in Burdick Co. Dakota. Richard Wells aged 25 years of same residence Sarah Jane Wells aged 23 years, married to Frank Duncan & of same residence. Elliston Henry Wells aged 19 years & residence Sundance, Wyoming Territory.

That Barbara Poling married Lot & died leaving only one child viz. Samantha Lot who married W. B. Douglas & who have conveyed all of their interest in said estate to R. L. Woodburn. That the remaining three daughters of Roger Poling dec'd. Eliza Bancroft, Clarissa Woody and Ruana Hildebrand

are living + their children are correctly named in said petition of plaintiff. It is therefore considered ordered, and adjudged by the court that said plff. as said Executor convey said lands to the purchasers thereof conveying the complete title of all of said heirs in said land + that after paying the costs and the taxes and assessments paid by J.D. Bates + the interest thereon at six per cent per. annum as satisfaction of his tax claim that said plaintiff pay to the heirs aforesaid of Lucinda Westlake + Caroline Wells deed their share of the ballance in the proportions aforesaid + to R.L. Woodburn the share of Barbara Poling deed + that the share of Eliza Bancroft + her only child — Bancroft be paid to them + the shares of Clarissa Moody + Ruana Hildebrand be kept on interest for them + their heirs according to the terms of said will.

Praecipe

attest. John Q. Burgner. Clerk
By Nellie Roney. Deputy.

Summons

No. 5129

Plea before His Honor John A. Price, Judge of a court of common Pleas begun and held at the Court House in the Town of Marysville, within and for the county of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, towit, on the 17th day of June A.D. 1886, the following petition was filed with the Clerk of said court, towit:

William H. Seary, as Treasurer of Union county, Ohio, Plaintiff.
against
Camp + Randall Manufacturing Company. Defendants.

In the Court of common Pleas Union County Ohio.

Petition

No. 5129.

Petition. The plaintiff says: That he is the duly authorized Treasurer of Union County, Ohio; that the sum of Three hundred and sixty two and 24/100 dollars; as taxes, and fifty four and 24/100 dollars as penalty thereon, stand charged on the Duplicate of said Union County, Ohio, in the name of said defendant Camp + Randall Manufacturing Co. against the following described premises, towit: Situated in the Village of Richwood County of Union and State of Ohio: Part of Virginia Military Survey No. 6307: Beginning at a stone in the north west line of the A. + B. W. R.R. (now the N.Y.P. + O.R.R.) the same being the corner to a tract of land owned by said R.R. Co. and near the gravel bank at Richwood, and running thence N. 14° W. 13 17/100 poles to a stone; thence N. 76° E. 12 18/100 poles to a stone in the line of said R.R.; thence S. 28° 45' W. 18 poles to the place of beginning, containing one-half acre and nine rods of land. Plaintiff therefore asks judgment against said defendant Camp + Randall Manufacturing Company for said sum of Four hundred and sixteen and 54/100 Dollars, that said premises may be sold and the proceeds

Sheriffs Return.

No. 5129

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thereof applied to the payment of said indebtedness, and for all other and proper relief in the premises.

Brodrick & McCampbell, Attorneys for Plaintiff.

The State of Ohio } ss.
Marion County } William H. Crary the above named plaintiff being sworn, makes oath that the facts stated in the foregoing petition, are as affiant believes, true.

William H. Crary.

Sworn to by said William H. Crary, before me, and signed by him in my presence, this 17th day of June, A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Praecipe

To the Clerk;

Issue summons to the Sheriff of Union County, Ohio, for the above named defendant Camp & Randall Manufacturing Co. returnable according to law. Indorse: "Action for judgment and to enforce lien for taxes. Amount claimed, $416.57/100"

Brodrick & McCampbell, Attorneys for Plaintiff.

Afterward, on the 17th day of June, A.D. 1886, the following Summons was issued by the Clerk of said Court, to-wit:

Summons

No. 5129

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

We command you to notify Camp and Randall Manufacturing Company, that it has been sued by William H. Crary as Treasurer of Union Co. O. in the Court of Common Pleas of Union County, and that unless it answers by the 17th day of July A.D. 188 the petition of said plaintiff 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 28th day of June A.D. 1886.

Witness my hand and the seal of said Court, this 17th day of June A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Endorsed; In action for judgment and to enforce lien for taxes. Brodrick & McCampbell. Plaintiff's Attys.

Said Writ returned & filed June 28th 1886, endorsed as follows, to-wit:

Sheriff's Return.

No. 5129

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

Received this Writ June 17th A.D. 1886. at 4 o'clock P.M. and pursuant to its command, on the 22nd day of June A.D. 1886. I served the same by handing a true copy of this summons with the endorsements thereon to F. J. Williams the authorized agent of the Camp and Randall Manufacturing Company at Richwood Union County Ohio.

The chief officer of the Camp and Randall Manufacturing Company not being found in my County. Service 30 mileage 2.56 Copy .20 Total #3.06 M. Hopkins, Sheriff.
By A. H. Goodwin Deputy.

Afterward, on the 19th day of July A.D. 1886, the following Entry was made on the Journal, by the Clerk of said Court, to wit:

Wm. H. Crary, Treas &c
vs
Camp & Randall Manf'g Co.
No. 5129
Entry.

Entry. No. 5129

This day this cause came on to be heard upon the petition & plaintiff herein filed, and the defendant being in default for answer and demurrer thereto the court do find that the allegations in said petition are confessed by said defendant to be true and that there is due from the defendant to the plaintiff as Treasurer of Union County Ohio. the sum of Four hundred and sixteen and 52/100 Dollars.

It is therefore considered and adjudged by the court that said plaintiff William H. Crary as Treasurer of Union County, Ohio, do recover from the said defendant Camp & Randall Manufacturing Company the said sum of Four hundred and sixteen and 52/100 Dollars, and his costs herein expended taxed to # , and execution is awarded therefor.

It is further considered, ordered and decreed by the Court 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 said costs herein, and to said plaintiff as Treasurer as aforesaid said sum of #416.52 then that an order issue to the sheriff directing him to appraise, advertise and sell the premises described in plaintiffs said petition as upon execution and bring the proceeds into court for further order herein.

Sheriff's Return.

Afterward, on the 3rd day of Aug. A.D. 1886 the following Order of Execution, was issued by the Clerk of said Court, to wit:

Executing

The State of Ohio, Union County } Execution.

To the Sheriff of said Union County, Greeting:

You are hereby commanded, to cause to be levied of the goods and chattels, and for want thereof, then of the lands and tenements in your County of Camp and Randall Mfg. Co. the sum of Four Hundred Sixteen & 52/100 Dollars, and eight & 7/100 Dollars, costs of suit, which by the Judgment of the Court of Common Pleas, within and for the said County, at the May Term thereof, A.D. 1886. William H. Crary Treasurer of Union Co. O. recovered against the said Camp and Randall Mfg. Co. with interest thereon at 6 per. centum, from the 19 day of July A.D. 1886. 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 Wm. H. Crary And have you there and there this Writ with your doings under the same duly endorsed thereon.

Witness, my hand and the seal of said Court, at Marysville, this 3d day of Aug. A.D. 1886.

{Seal}

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

Said Writ returned and filed Sept 6th A.D. 1886, endorsed as follows, to-wit:

Sheriff's Return.

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

Received this Writ Aug. 3rd, A.D. 1886 at 2 o'clock P.M. And pursuant to its command, On the 4th day of August 1886 For want of goods and chattels I levied this Writ on the following described real estate, to-wit: Situated in the village of Richwood county of Union, and State of Ohio

Part of V.M. Survey No. 6307 Beginning at a stone in the north west line of the A & G. W R.R. now the N.Y. P. & O. R.R. Co. the same being the corner to a tract of land owned by said R.R. Co. and near the gravel bank at Richwood and running thence N. 14° W. 18 18/100 poles to a stone thence west 76° E. 12 18/100 poles to a stone in the line of said R.R. thence S 28° 45' W. 18 poles to the place of beginning, containing one half acre and nine roods of land. I did, on the 4th day of August 1886, summon W. H. Coukright, H. D. Gill and George Smith 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 4th day of August A.D. 1886 said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Three hundred 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 4th day of August 1886, 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 4th day of September A.D. 1886, at 1 o'clock P.M. of said day. And having advertised said lands and Tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did, on said 4th day of September A.D. 1886, 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 E. J. Williams who bid for the same the sum of Three hundred and thirty

one Dollars; and said sum being more than two thirds of the appraised value thereof, and said D.J. Williams 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 Three hundred and thirty one Dollars. Service 3.00 Levy 1.00 Sum & Savage & Appraisers 1.20 Com. Appraisers 1.00 Writing appraisal 3.0 Copy of Appraisal .30 Notice to Printer 30 Mileage 2.56 Poundage 4.16 Total $11.42 Printers Fees 11.00 Appraisers Fees 3.00

M. Hopkins, Sheriff.

Afterward, on the 1st day of October, A.D. 1886, the following proof of Publication was filed with the Clerk of said Court, to-wit:

W.H. Crary Treasurer. vs Camp & Randall Mfg. Co. } On Execution. Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed by the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, September 4th, 1886, at or about the hour of one o'clock, P.M., on said day, the following described real estate, to-wit: Situated in the Village of Richwood, County of Union, and State of Ohio, and bounded and described as follows: Part of Virginia Military Survey, No. 6387 Beginning at a stone in the north-west line of the Atlantic & Great Western Railroad, now the New York, Pennsylvania & Ohio Railroad, the same being the corner to a tract of land owned by said Railroad Company, and near the gravel bank at Richwood, and running thence N. 14° W. 13.17 poles to a stone, thence W. 76° E. 12.18 poles to a stone in the line of said railroad, thence S. 28° 45' W. 18 poles to place of beginning, containing one half acre and nine roods of land. Appraised at $300. Terms of Sale cash

Marion Hopkins Sheriff Union County Ohio.
Broderick & McCampbell, Attorneys. p.f. $11.50

Proof of Publication

State of Ohio
County of Union ss. } J. Robert Smith, do make oath that the advertisement, of which the annexed is copy, was published for 5 weeks, to-wit, Aug. 5th, 12th, 19th & 26th and Sept. 2nd A.D. 1886, in the Richwood Gazette, a Weekly Newspaper, printed in, and being of general circulation within said county, and of which I am editor. Robert Smith.

Sworn to and subscribed before me, this 1st day of Oct. A.D. 1886. J.D. Burgner, Clerk.

Afterward, on the 5th day of Jan., A.D. 1887, the follow-

Proof of Publication

Entry. No. 5129

Petition No. 5163

Entry was made on the Journal, by the Clerk of said Court, viz:

Entry. No. 5129

Wm H. Geary Treasurer &c
vs
Camp & Randall Mfg Co.

No. 5129 Entry

This day this cause came on for hearing on motion of the plaintiff to confirm the sale of the premises heretofore made herein and the said plaintiff having produced the return of the sheriff of his said sale of said premises herein made, the court find that all the proceedings had herein have been regular and in all respects in conformity to law.

On consideration whereof the court do sustain said motion and said sale is hereby confirmed, and the sheriff is ordered to convey said premises so sold to the purchaser thereof — D. J. Williams — And the court coming now to the distribution of the proceeds of said sale ayounting to the sum of Three Hundred and Thirty one dollars order that the same be paid as follows:

1st To the Clerk of this court the costs herein taxed to $

2nd To the said plaintiff the remainder of said proceeds amounting to the sum of $

There still remaining due from said defendant to said plaintiff the sum of $ on his judgment heretofore rendered herein execution is awarded against said defendant for said sum.

Attest. John L. Bumgarner, Clerk.
By Nellie Roney, 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 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore to-wit, on the 11th day of September A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Petition. No. 5163

D. W. Henderson, Plaintiff
vs
Abraham Hornbeck.
Eliza Hornbeck. Defendants

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

The said D. W. Henderson plaintiff complains of the said Abraham Hornbeck and Eliza Hornbeck, defendants, for that the said defendants, on the 1st day of Feb. 1882 at Marysville Ohio made their certain promissory note in writing of that date, and then and there delivered the same to the said plaintiff, and thereby promised to pay to the said plaintiff in one day from the date thereof, the sum of one hundred and sixty seven & 50/100 dollars with interest at six per cent-

The following is a true copy of said promissory note.

" One day after date we or either of us promise to pay D. W. "
Henderson or Baker One hundred and sixty seven and 15/100 "
dollars for value received with six per cent interest. Marysville, "
O, Feb 1st 1882 Abraham Hornbeck. Eliza Hornbeck. "

The said defendants have not paid said sum of money, nor any part thereof, to the said plaintiff although often requested so to do.

There is due and remaining unpaid upon said note the sum of Two hundred and thirteen 21/100 Dollars.

The plaintiff further says at the time of the execution of said promissory note, Eliza Hornbeck was the wife of Abraham Hornbeck, and was the sole owner of the following separate estate described as follows.

Situated in the County of Union and state of Ohio and in the Township of Paris and Sur survey No. 5138.

Beginning in the S. E. corner of Survey 5138 and in the center of the Marysville and Kenton Gravel Road. Thence with the south line of said survey westerly to the center of Mill Creek. Thence up the creek with the meanderings thereof to the south west corner of H. Mc. Fadden. Thence with said H. Mc. Fadden south line Easterly to the center of said Gravel Road. Thence with said Gravel Road Southerly to the place of beginning containing Two hundred and thirty seven 57/100 acres (237 57/100) more or less. The plaintiff further says at the time of the making and execution of said note the said Eliza Hornbeck, intended to and did bind her own separate estate above described with the payment thereof.

Wherefore the said plaintiff prays judgment against the said defendants for the sum of Two hundred and thirteen 21/100 Dollars with interest at six per cent from September 9th 1886.

Also that the same be made a charge and a lien upon the separate estate of the said Eliza Hornbeck - Also that said premises be ordered to be sold, and the proceeds applied to the payment of said debt and for all proper relief.

Cameron & Woodburn Atty. for Plaintiff.

The State of Ohio, Union County, ss. D. W. Henderson plaintiff being first duly sworn says that the facts and allegations stated in his foregoing petition are true as he verily believes.

D. W. Henderson

Subscribed by D. W. Henderson in my presence, and sworn to before me this 10th day of September 1886.

Joseph M. Kennedy. Notary Public.

Praecipe To Clerk.

Issue Summons against the defendants in the above petition, returnable according to law - Indorse Amount Claimed $213.21/100 with six per cent interest from Sep. 9th 1886. Cameron & Woodburn Atty. for Pltff.

Summons No. 5163

Sheriff's Return. No. 5163

Entry. No. 5163

afterward, on the 11th day of September A.D. 1886, the following Summons was issued by the Clerk of said Court, to-wit:

Summons
No. 5163

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

We command you to notify Abraham Hornbeck and Eliza Hornbeck that they have been sued by D. W. Henderson in the Court of Common Pleas of Union county, and that unless they answer by the 9th day of October A.D. 1886 the petition of said plaintiff D. W. Henderson against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 20th day of September A.D. 1886. Witness my hand and the seal of said Court, this 11th day of September A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Endorsed: Ign action for Amount claimed $213.21 with 6% int. from September 9th A.D. 1886.

Cameron & Woodburn Plaintiff's attys

Said Writ returned & filed Sept. 20th 1886, endorsed as follows, to-wit:

Sheriff's Return
No. 5163

The State of Ohio, } Sheriff's Return.
Union County, ss. } Received this Writ Sept 11th A.D. 1886, at 2 o'clock P.M. and pursuant to its command, on the 16th day of Sept A.D. 1886, I served the same by leaving a true copy of this Summons with the endorsements thereon at the usual place of residence of the within named defendants. Service $.45 Mileage .04, Copy .40 Total $1.49

M. Hopkins Sheriff.

Afterward, on the 16th day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.
No. 5163

D. W. Henderson pltff. } To the Court of Common Pleas of
vs } Union County.
Abraham Hornbeck 2nd } Entry.
Eliza Hornbeck Deft. } No. 5163.

This day came the plaintiff by his attorneys and the said defendants being in default for Demurrer or answer to the petition this cause was submitted to the Court upon the petition of the plaintiff and the evidence, on consideration whereof the Court find that the statements and allegations in said petition are true and that there is due to the plaintiff from said defendant upon the note in the petition described the sum of Two Hundred and fifteen Dollars, and the Court do further find that the allegations in said petition in regard to the separate property of said Eliza Hornbeck and her intention to charge the same

with the payment of said note are true.
The Court find that the plaintiff is entitled to a personal judgment against both defendants for the sum of $ due upon said note and costs.
It is therefore considered and adjudged by the Court that the plaintiff recover of the defendants Abraham Horneback & Eliza Hornbeck the said sum of $215.00 together with his costs in this case expended taxed at $

Attest John L. Burgner, Clerk.
By Sallie Roney. Deputy.

Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Marion, the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25th day of October, in the year of our Lord, one thousand eight hundred & eighty six. Heretofore, to-wit, on the 25th day of October A. D. 1886. The following Petition was filed with the Clerk of said Court, to-wit:

Petition. The State of Connecticut, Plaintiff.
vs
No. 5175 Richard H. White and Elias Johnson, Defendants.

The State of Ohio, Marion County, Court of Common Pleas.
Petition.

And now comes the plaintiff, and for cause of action herein against the said defendants, says: that heretofore, to-wit, on the 7th day of May 1884, the said defendant, Richard H. White, executed and delivered to plaintiff his promissory note for the sum of Two Thousand Dollars payable five years after date with interest at the rate of eight per cent per annum, after due, payable semi-annually. The interest on said note to maturity was represented by ten coupon notes attached to said note for Two Thousand Dollars, the first for $35.00 due August 1st 1884 eight for the sum of $ 70.00 each due respectively on the first days of February & August 1885, 1886, 1887, and 1888, and one for $105.00 due the 7th day of May, 1889; that said note for Two Thousand contained a stipulation, that if any of the coupon notes attached to said note as aforesaid should not be paid when they respectively should become due, that then and in that case, the said note of $2000.00 should become due and payable, together with all arrearages of interest thereon at the option of the holder thereof.
That to secure the payment of the said note and coupons the Richard H. White executed and delivered to plaintiff his mortgage deed of that date and thereby conveyed to plaintiff in fee simple the following real estate, situated in the County of Marion, in the State of Ohio, and bounded and described as follows: Part of Virginia Military Survey number seven thousand and nine (7009): Beginning at a Stone in

place of an ash and Lynn) north west corner to E. E. Barry's land in the Story Point Gravel Road; thence with the westerly line of said land, north seventy three and ½ (73½) degrees East, one hundred and forty three and ½ (143½) poles to a stake in the west line of John Street's land; thence with said line north seventeen and ½ (17½) degrees west eighty two (82) poles to a stake in the line of Elias Kyle's land; thence with said line of Elias Kyle, and the line of Joseph H. Rodgers' land south seventy four and ½ (74½) degrees west one hundred and five and 72/100 (105-72/100) poles to a stake, corner to Joseph H. Rodgers land; thence with a line of said land south to the centre of the present channel of Fulton creek; thence up said channel to the centre of said Story point Gravel Road; thence with the centre of said road, south to the southwest corner of lands conveyed by Henry Wotline to Mary Ricky on the 31st day of August 1868; thence south to a stake in the east line of the lands conveyed by Phillip Plummer to Abraham Taylor October 6th 1841; thence with said line north twelve and ¾ (12¾) degrees west to a stone (in the place of a buckeye and white beech) north east corner to said land; thence with the north line of said lands south eighty three ½ (83½) degrees west seventy six (76) poles to a stone in place of a sugar tree and beech north west corner to said lands; thence with the west line of the same south fourteen (14) degrees east sixty four and 30/100 (64.30) poles to a stone, corner to Elias and Julia Johnsons lands; thence with their north line north eighty three and ½ (83½) degrees east seventy four and 20/100 (74.20) poles to a stone in the east line of said lands conveyed by Philip Plummer to Abraham Taylor; thence with said line south twelve and ¾ (12¾) degrees east nineteen and 70/100 (19.70) poles to the place of beginning, containing ninety eight and one half (98½) acres more or less.

Said plaintiff says that said mortgage deed had a condition therein written to the effect that if the said Richard H. White should well and truly pay or cause to be paid said note of $2000.00 and the interest thereon represented by the said coupons attached to said note when they respectively should become due, then said mortgage deed should be void, otherwise to be and remain in full force and virtue in law forever; that said mortgage deed was deposited with the Recorder of Union County, Ohio, for record on the 8th day of May 1884 at 7 o'clock P.M. and was afterwards recorded in record of Mortgages Vol. 19 on page 476.

Plaintiff further says that the coupons falling due on the 1st days of February and August 1886, each being for the sum of $70.00 and bearing eight per

cent after maturity payable semiannually, have not been paid, and by reason of the default in the payment of the said coupons the said plaintiff demands the payment of the said note of Two Thousand Dollars and all the accrued interest thereon.

Plaintiff further says that there is now due the said sum of Two Thousand Dollars with seven per cent. interest thereon from the 1st. day of August 1886 and $70.00 with 8 per cent interest thereon payable semiannually from 1st day of February 1886, and $70.00 with eight per cent interest thereon from the 1st day of August 1886, and that the said mortgage deed has become absolute and subject to foreclosure.

Plaintiff further says that the said Elias Johnson claims a lien on said premises, but the nature and amount thereof plaintiff is unable to state and plaintiff prays that said Elias Johnson may be made a party defendant hereto and be required to fully state any claim that he may have which is a lien on the said premises.

Wherefore said plaintiff prays that, unless the said Richard H. White pay or cause to be paid to plaintiff said sums so due as aforesaid within a short day to be named by the Court, and to the Clerk of this Court the costs herein, that an order issue to the sheriff of Union County, Ohio, commanding him to have said premises appraised, advertised and sold according to law and that he bring the proceeds into Court to await further order, and for all other and proper relief. J.B. Sutton Atty. for Plaintiff.

The State of Ohio, } ss:
Union County, } J.B. Sutton, being first duly sworn, says that he is the attorney for the plaintiff duly authorized in the premises: that the said plaintiff is a non-resident of the State of Ohio, and now absent therefrom, and that he believes the facts stated and allegations of the foregoing petition are true.

J.B. Sutton.

Sworn to before me and subscribed in my presence by the said J.B. Sutton this 25 day of September 1886.

[Seal] J.J. Burgner, Clerk.

Praecipe. To Clerk: Issue Summons for the defendants to the sheriff of Union county Ohio returnable according to law. Indorse to Foreclose mortgage. J.B. Sutton, Atty. for Plff.

Afterward, on the 25th day of Sept A.D. 1886, the following Summons was issued by the Clerk of said court, to-wit:

Summons No. 5175.

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

We command you to notify Richard H. White Sr. Elias Johnson that they - have been sued by The State of Connecticut in the Court of Common Pleas of Union county, and that

Sheriff's Return. No. 5175.

Entry. No. 5175

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unless they answer by the 23rd day of October A.D. 1886. the petition of said plaintiff. The State of Connecticut against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 4th day of October A.D. 1886. Witness my hand and the seal of said Court this 25th day of Sept. A.D. 1886.

[Seal] J.L. Burgner, Clerk.

Endorsed: In action for Foreclosure.
T.B. Sutton. Plaintiff's Atty.

Said Writ returned and filed Oct 4th 1886. Endorsed as follows, to-wit:

Sheriff's Return.

The State of Ohio, } Sheriff's Return.
Union County, ss. } Received this Writ Sept. 25th A.D. 1886, at 2 o'clock P.M. and pursuant to its command, on the 4th day of October A.D. 1886. I served the same by handing a true Copy of this summons with the endorsements thereon to the within named defendant Richard White and by leaving a true copy with the endorsements at the usual place of residence of the within named defendant Elias Johnson. Service .45 Mileage 2.72 Copy .40 Total $3.57

M. Hopkins. Sheriff.

Afterward, on the 25th day of Oct. A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

The State of Connecticut, } Entry.
vs
Richard H. White. } This day this cause came on to be heard upon the petition of the plaintiff, the defendants, though duly served with summons, having failed to answer, demur or otherwise object to the petition of the plaintiff filed herein, but made default and this cause was submitted to the Court on said petition and the evidence.

On consideration whereof and the Court being fully advised in the premises finds that the allegations of the said petition are true: That by reason of the non-payment of the interest coupons falling due on the 1st days of February and August 1886, the principal note of $2000.00 became due by plaintiff making a demand for the payment of the same, and that there is now due and owing to plaintiff, interest being calculated to the 1st day of the present term, the sum of $177.22 which should bear interest from the 1st day of this term at 8 per cent.

It is therefore considered, adjudged and decreed that, unless the defendant Richard H. White pay or cause to be paid to the plaintiff the said sum so found

due as aforsaid together with 8 per. cent. interest thereon from the 1st day of this Term of Court and to the Clerk of the Court the costs herein, within 5 days from the entry of this decree that an order issue to the Sheriff commanding him to cause said premises to be appraised, advertised, and sold, according to law and that he bring the proceeds into Court to await its further order.

Praecipe.

Attest John A. Burgner, Clerk.
By Nellie Rody, 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 25th day of October in the year of our Lord, One thousand eight hundred and eighty six. Heretofore, to wit, on the 8th day of April A.D. 1886. the following Petition was filed with the Clerk of said Court, to-wit;

Affidavit.

No. 5080

Petition.

No. 5080

John Penhorwood and
W. H. Penhorwood, Plaintiffs
vs
W. M. Skidmore and C. F. Ballinger
Defendants.

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

The plaintiffs say- The defendants wrongfully detain from plaintiffs the following goods and chattels of the plaintiffs to-wit- One Bay Gelding about 7 years old. One sorrel colt about 2 years old. Two cows one red- the other red and white- One Blackmare 7 years old. Three Steers coming two years old- one red and two roan- One Single Buggy. Two calves- one red heifer, the other a brindle Steer- One four and three fourths County(25) five Ewes from one to three years old 43 head grade Sheep, average quality 1 to 5 years old. Twelve Bucks 1 to 4 years old. One Buggy- One combined self rake Wheeler machine- One pair Bob-Sleds. One double set work harness- One single set of Buggy Harness (good) and all other farming utensils on the place. Six hundred and Seventy Five Bushels of corn, Twenty nine and one half Tons of Hay (estimated) being all the Hay and grain in said Skidmores possession except breadstuff- Also 12 acres of wheat in the ground.

Defendants have detained from plaintiffs for the space of Ten days to the damages of plaintiff in the sum of Fifty dollars. Wherefore plaintiffs ask Judgment against defendants for the recovery of said property and for the sum of Fifty Dollars damage.

D. W. Ayers. Attorney for Plaintiff.

State of Ohio
Union County ss. John Penorwood being duly sworn says he is one of the above named plaintiffs and that the facts stated

and allegations in the foregoing petition areas he believes true.
John Penhorwood.

Sworn to before me and signed in my presence by the said John Penhorwood this 7th day of April A.D.1886.
[Seal] J.L. Burgner. Clerk.

Praecipe. Clerk - Issue Summons in the above case to the sheriff of Union County, Ohio, returnable according to law for W.M. Skidmore and B.F. Ballinger. Endorse on Summons. Action in Replevin.
D.W. Myers Atty. for Plaintiff.

Afterward, on the 8th day of April A.D.1886 the following Affidavit was filed with the Clerk of said Court, to-wit:

affidavit. No.5080

John Penhorwood and
W. F. Penhorwood, Plffs.
vs
W. M. Skidmore and B. F. Ballinger.
Defendants.

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

State of Ohio. Union County, ss.

John Penhorwood being duly sworn says the property to recover the possession of which this action is brought is described as follows: One bay Gelding about 7 years old One sorrel colt about 1½ years old. Two cows one red - the other red and white, one black mare 4 years old Three Steers coming Two years old one red and Two roan - Two calves - one red Heifer - the other a brindle steer. one Single Buggy one sow and Three shoats - Seventy five Ewes from one to three years old - 143 head grade sheep average quality 1 to 5 years old - Twelve Buck 1 to 5 years old one Buggy - one combined self rake wheeler machine. One pair Bobsleds, one double set work Harness One single set of Buggy Harness (good) and all other farming utensils on the place - Two Hundred and Seventy five bushels of corn - Twenty nine and one half Tons Hay (estimated) being all the Hay and grain in said Skidmore's possession except breadstuff.

Also Twelve acres of wheat in the ground.

The plaintiffs are the owners thereof by reason of a certain chattel mortgage Executed to John Penhorwood and W. F. Penhorwood by the defendant W.M. Skidmore to save them harmless from the payment as security for said W.M. Skidmore the following promissory notes. One note to W.F. Penhorwood dated Jan. 27th 1883 calling for one Hundred and Seventy Five Dollars at 8% due one year from date.

2. One note to John Penhorwood, dated Sept 25th 1885 and calling for $900.00 and in Judgment in Union Common Pleas, and all costs and expenses arising from said notes.

3. One note to Edward Dawn dated Oct 1885 and due in

one year from date and calling for $500.00 drawing 8% on the last two notes the said John Penhorwood and W. F. Penhorwood are security for said Skidmore, and the first note is made to themselves by said Skidmore. That yet the said indebtedness the said John Penhorwood and W. F. Penhorwood have paid the sum of $250.00 — and the conditions contained in said chattel mortgage are broken. — Said property is wrongfully detained by defendants. — Said property was not taken on process issued against plaintiff nor for tax. John Penhorwood.

Sworn to before me and subscribed in my presence this 7th day of April A.D. 1886.

{Seal} J. L. Burgner, Clerk.

Afterward, on the 8th day of April, A.D. 1886, the following Order of Delivery of Personal Property was issued by the Clerk of said Court, to wit:

The State of Ohio, } Court of Common Pleas.
Union County, ss. }
John Penhorwood and }
W. F. Penhorwood, } Plaintiffs.
vs
W. M. Skidmore and G. F. Ballenger, Defendants.

Order for Delivery of Personal Property

Plaintiff's Undertaking in Replevin

To the Sheriff of Union County Greeting:

Whereas, John Penhorwood and W. F. Penhorwood has commenced, in the Court of Common Pleas for the said County of Union against W. M. Skidmore and G. F. Ballenger a civil action for the recovery of the following specific Personal Property, to-wit: One Bay Gelding about 7 yrs old, one sorel colt, about 1½ years old, two cows, one red, the other red and white, one black mare four years old. Three steers coming two years old one red and two roan, one single Buggy. Two Calves, one red hifer the other a brindle steer. One Sow and three shoats. Twenty (20) fine Ewes from one to three years old - 143 head grade Sheep average quality one to five years old - 12 Bucks 1 to 4 years old - One Buggy, one combined self rake Wheeler machine. one pair bob Sleds. One double set work harness, one single set of Buggy (good) and all other farming utensils on the place. 275 - Bushels of corn - 29½ tons of hay (estimated) being all the hay and grain in said Skidmore's possession, except bread stuff. Also 12 acres of wheat in the ground.

and has filed his affidavit in the Clerk's Office of said Court, in order to obtain an order for the immediate delivery of the said goods and chattels. This, therefore, is to command you as such Sheriff, to take the said goods and chattels above described and deliver the same to the said John Penhorwood and W. F. Penhorwood Plaintiff in said action. And of this order and your proceedings thereon make due return on the 19th day of April A.D. 1886. Witness my hand and the seal of said Court. at Marysville this 8th day of April A.D. 1886.

{Seal} J. L. Burgner, Clerk.

We, The Undersigned, two disinterested persons of Union County, having been duly summoned and sworn by Marion Hopkins Sheriff of said County, and State of Ohio, to assess the value of certain goods and chattels hereinafter set forth, being the same seized by the said Marion Hopkins Sheriff, by virtue of an Order of Delivery issued from the Court of Common Pleas of said County, at the suit of John Penhorwood and W. F. Penhorwood Plaintiffs against W. M. Skidmore and L. F. Skidmore Defendants, dated the 8th day of April, A.D. 1886, we do, upon actual view, appraise the same as follows, viz; One Sorrel colt 115., 2 Cows 65., 1 Sow 15., 3 Shoats 15., 1 Combined reaper & mower 45., 2 Plows 16., 2 Double shovel plows 5., 1 Cultivator 3., 74 Sheep 3 50. 20 Tons hay 160., 3 Steers 80., 2 Calves 30, 8 stacks Hay 35., 8 acres Wheat 30., 1 2 horse Cultivator 10., 1 Breaking Sulky 10., 1 Pair Bobs 10., 1 Buggy 50., Corn estimated 75 bushels 22 50 1 Set Double Harness 6.00, 1 Set single Harness 3.00 Total 407.50

W. H. Plotner (+) Nesbit January Appraisers.

This 8 day of April, A.D. 1886.

Plaintiffs Undertaking in Replevin

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

John Penhorwood and W. F. Penhorwood } Plaintiff.
vs
W. M Skidmore and L. F. Ballinger } Defendant.

Whereas, John Penhorwood & W. F. Penhorwood have caused an order for delivery of the following goods and chattels, to-wit: One sorrel colt $5.00, 3 stacks of Hay $36.00, 2 Cows $65.00, 8 acres of Wheat $30., 1 Sow $15., 1 2 Horse Cultivator 10.00, 3 Shoats 15.00, 1 Breaking Sulky 5.00, 1 Combined Reaper & Mower $45.00, 1 P. Bobs 10.00, 2 Plows 16.00, 1 Buggy $50 2 Double Shovel Plows 5.00, 75 Bu. Corn (estimated) 22.50, 1 Cultivator 3.00, 1 Set Double Harness $6.00, 74 sheep $350.00 1 Set Single Harness 3.00, 20 Tons of Hay 160.00 3 Steers 80., 2 Calves 30.00, To be issued out of the Court of Common Pleas within and for the County of Union in a cause now pending in the said Court of Common Pleas, wherein the said John Penhorwood and W. F. Penhorwood are Plaintiffs, and W. M. Skidmore and L. F. Ballinger are Defendants, and whereas, the said order was delivered to Marion Hopkins, Sheriff of said County, and the said Sheriff has taken said goods and chattels, and the same have been valued by two responsible persons, under oath, at the sum of One Thousand Seventy four & 50/100 Dollars: Now, therefore, we J. F. Tilton and F. A. Southard and F. H. Southard undertake to the said W. M. Skidmore and L. E. Ballinger, Defendants in said action, in the penal sum of Seventy Two hundred Dollars, that the said John Penhorwood and W. F. Penhorwood shall duly prosecute his action aforesaid, and pay all costs and damages which may be awarded against him.

John Penhorwood, J. F. Tilton F. H. Southard

Signed in my presence, and approved by me. this 9th day of April, A.D. 1886 M. Hopkins, Sheriff.

Sheriff's Return

Sheriff's Return. According to the command of the within order, I have taken the within named goods and chattels, and have caused the same to be valued by the oaths of W. H. Plotner and Nesbit January two responsible men of said county, whose valuation in writing, is herewith returned; and I have delivered the said goods and chattels to the said Plaintiff, and have taken the undertaking of John Penhorewood, with J. F. Tilton and E. H. Southard sureties of said Plaintiff, in the sum of $ 2.20 which undertaking is also herewith returned. Shffs Fees, Service 3.0 Mileage 2.5-6 Swear. Apf. 1.20 Bond .25 Total 4.41 Apf. Fees 3.00

Given under my hand, this 9th day of April, A.D. 1886.

M. Hopkins, Sheriff.

Afterward, on the 9th day of April, A.D. 1886. the following Summons was issued by the Clerk of said Court, to-wit:

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

We command you to notify W. H. Skidmore and D. E. Ballenger That they have been sued by John Penhorewood and W. F. Penhorewood in the Court of Common Pleas of Union County, and that unless they answer by the 8th day of May A.D. 1886 the petition of said plaintiffs John Penhorewood and W. F. Penhorewood against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 19th day of April A.D. 1886. Witness my hand and the seal of said Court. This 8th day of April A.D. 1886.

[Seal] J. D. Burgner, Clerk.

Said Writ returned & filed April 19th A.D. 1886 endorsed as follows, to-wit:

Sheriff's Return. The State of Ohio. } Union County ss. } Sheriffs Return. Received this Writ April 8th A.D. 1886, at 7 o'clock A.M. and pursuant to its command, on the 9th day of April A.D. 1886, I served the same by handing a true copy of this Summons with the endorsements thereon to the within named defendants. Service .45 Mileage 2.5-6 Copy .40 Total 3.41

M. Hopkins, Sher. By R. E. Goodrich, Deputy.

Afterward, on the 7th day of May A.D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:

Answer. John Penhorewood } W. F. Penhorewood, Plaintiffs. } Court of Common Pleas, Union County, Ohio, ss. Answer. vs W. M. Skidmore & D. E. Ballenger } Now comes the Defendants

and answer says that they deny that they wrongfully detained from the said Plaintiffs the property described in the Plaintiffs Petition or any Part thereof for the Space of Ten days or any other time whatever.

Def of the Defendants C. C. Ballenger further says that he is one of the duly elected and acting Constable of York Township Huron County Ohio and that on the 30th day of March 1886 one Jacob Keller recovered a Judgments against this Defendant W. M. Skidmore Before W. E. Plotner for the sum of Eight Hundred and fifty three & 86/100 dollars and that on said 30th day of March 1886 the said Justice of Peace Issued Executions Commanding said Defendant to collect said amount of eight hundred and fifty three & 86/100 dollars and of the Goods and Chattels of the said Defendant W. M. Skidmore That in pursuance of the same this defendant proceeded on the said 30th day of March 1886 to levy on the Goods and chattels mentioned in said Plaintiffs Petition.

This Defendant further says that by virtue of said Executions he was in Possession of the property described in the Plaintiffs petition and this Defendant further says that the said Jacob Keller is a necessary party to this action and prays the court to substitute the said Jacob Keller the Judgment Creditor and for such other relief as equity may require.

Answer of Jacob Keller.

Now comes Jacob Keller the Judgment creditor and waives Process and enters his Appearance and prays the court to be let into this action and says that he admits that the Plaintiffs had a chattel mortgage on the Property described in the Plaintiffs Petition but by way of avoidance says — That said mortgage was Executed and delivered for the purpose of hindering and delaying the creditors of the said Defendant W. M. Skidmore from collecting their just debts. And second Defense to said mortgage the Defendant says that the affidavit set out in said mortgage a copy of which is hereto attached marked Exhibit A is insufficient false and untrue.

This Defendant further says that he recover Judgments against one of the Defendants W. M. Skidmore on the 30th day of March 1886. Before W. E. Plotner one of the Justices of the Peace in and for Huron County and State of Ohio, for the following Amounts to-wit: Judgment No 1. Five Hundred and fifty and 86/100 Dollars Judgment No 2. Two Hundred & ninety five & 27/100 Dollars Judgment No 3. Two Hundred and ninety five & 27/100 Dollars.

That on said 30th day of March 1886 this Defendant caused Executions to be issued by said Justice of the Peace and that on said 30th day of March 1886 this Defendant caused said property to be levied upon by the said Defendant, C. C.

Ballenger one of the constable in and for York Township Union County and State of Ohio

This Defendant further says, That these Plaintiffs John Penhorwood and W. T. Penhorwood have wrongfully detained the property described in said Plaintiffs Petition ever since about the 7" day of April 1886 and thereby hindered and prevented said Defendant from collecting the above described judgments wherefore the Defendant has been damaged in the premises the sum of eight Hundred and fifty three dollars and thirty six cents \$853.36/100 for which the Defendant asks Judgment and for his costs. G. W. Sevilly Atty.

State of Ohio.
Union County ss. } C. E. Ballenger and Jacob Keller being duly sworn according to law says that facts stated in the foregoing Pleadings are true as they verily believe. C. E. Ballinger.
Jacob Keller.

Sworn to and subscribed before me and in my presence this 7" day of May A. D. 1886.
(Seal) A. T. Painter, Notary Public.

Afterward, on the 7" day of May A. D. 1886, the following Motion was filed with the Clerk of Said Court, towit;

Motion. John Penhorwood
W. T. Penhorwood Plaintiffs } Court of Common Pleas.
vs } Union County, Ohio.
W. M. Skidmore } Motion.
No. 5080 C. T. Ballenger Defendants

Now comes one of the defendants C. E. Ballenger and represents that he is the officer holding Executions on the Property described in the Plaintiffs Petition and also Jacob Keller the Judgment creditor in whose favor said Executions were issued and makes application to the Court to have the said Jacob Keller substituted as the Defendant dated May 5" 1886. C. E. Ballinger, Jacob Keller Defts.
G. W. Sevilly, Atty.

Afterward on the 9" day of Jun. A. D. 1886, the following Reply was filed with the Clerk of said Court, towit:

John Penhorwood
W. T. Penhorwood Plffs. } Court of Common Pleas.
Reply. vs } Union County, Ohio.
W. M. Skidmore and C. T. Ballinger Defts. } Reply.
No. 5080

The plaintiffs now come and for Reply to the Answer of the Defendants herein say - That they deny that the chattel mortgage refered to in said Answer was executed and delivered for the purpose of hindering and delaying the creditors of W. M. Skidmore from collecting their just debts - That the affidavit to said chattel mortgage is sufficient and true.
D. W. Ayers, Atty for Plaintiff.

State of Ohio,
Union County, ss. } John Penhorwood one of the above named plaintiffs says- That the facts and allegations contained in the foregoing Reply are as he believes true.

Sworn to & subscribed in my presence by the said John Penhorwood this 10th day of June A.D. 1886.

Afterward, on the 11th day of June A.D. 1886. the following Entry was made on the Journal by the Clerk of said Court to-wit:

Entry.

No. 5080

John & W. E. Penhorwood
vs
Wm. M. Skidmore & L. E. Ballenger } This day this cause came on to be heard on motion of L. E. Ballenger, the Constable holding executions levied on the property as described in petition, to substitute as party defendant herein Jacob Keller, the judgment creditor in whose favor the said executions issued. Whereupon the Court being fully advised in the premises sustains said motion and orders that said Jacob Keller be substituted and stand as defendant in this case.

Afterward, on the 9th day of Nov. A.D. 1886. the following Amendment to Answer was filed with the Clerk of said Court, to-wit:

Amendment.

No. 5080

John Penhorwood & W. E. Penhorwood
Plaintiffs
vs
W. M. Skidmore & Jacob Keller, Defendants.

Court of Common Pleas
Union County, Ohio.
Amendment to Answer

Now comes the defendants and by leave of the Court first had makes this amendment to their answer and says They deny each and every allegation in said plaintiffs petition set forth. And for the further amendment to said answer says the chattel mortgage referred to in said plaintiffs affidavit for replevin, was executed and delivered to said plaintiffs with the understanding and agreement between said plaintiffs, the mortgagees in said mortgage & W. M. Skidmore the mortgagor in said mortgage, that the said mortgagor should retain possession of the property in said mortgage described and with full power to sell and dispose of the same. Sewall & Hoopes Attys. for Defts.

State of Ohio,
Union County ss. } Jacob Keller, one of the defendants being sworn says the above facts are true as he believes.

Jacob Keller.

Sworn to and subscribed before me this 9th day of November 1886.

[Seal]

J. D. Burgner Clerk

Afterward, on the 9th day of Nov. A.D. 1886 the following Journal Entry was made on the Journal by the Clerk of said Court, to-wit:

John Penhorwood, Plaintiff. | No. | Jury Trial

vs

W. M. Skidmore, Defendant. | This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a Jury, to-wit: Hugh McAdow, N. G. Dillow, Geo. Pierce, Virgil Bogist, John Lake, E. W. Pierce, Brown Newlove, E. B. Taylor, Geo. W. Stephens, J. S. McPeck, Levi Kerr and Marshal Morris, who being duly impaneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties or discharged by the Court, and after hearing the testimony, arguments of Counsel, and charge of the Court, the said jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit:

The State of Ohio, | Court of Common Pleas of said County.
Union County, | October Term, Nov. 9th 1886.
John Penhorwood et al-Plaintiffs | Civil Action,
vs | Verdict for Defendant.
W. M. Skidmore et al, Defendants | We, the Jury, being duly impaneled and sworn, find the issues in this case in favor of the defendant, Jacob Keller, and find that at the time of the commencement of this action the right of possession of the property described in the petition was in him (excepting so much thereof as was necessary to pay W. F. Penhorwood's note and interest described in plaintiff's Chattel mortgage) and we assess said Jacob Keller's damages at Six hundred & nine & 45/100 Dollars.

Brown Newlove Foreman.

Entry. No. 5080

Afterward, on the 11th day of November A.D. 1886, the following Motion was filed with the Clerk of said Court, to-wit:

John Penhorwood and
W. F. Penhorwood, Plaintiff.
vs
W. M. Skidmore
C. F. Ballinger and Jacob Keller, Defendant.

Court of Common Pleas
Union County, Ohio.
Motion.

Motion. No. 5080

The plaintiff John Penhorwood and W. F. Penhorwood moves for a new trial for the following reasons to-wit = 1. The damages given by the Jury in favor of the defendant Jacob Keller are excessive. 2. The verdict is against the weight of the evidence and the law. 3. The Court erred in rejecting evidence offered by the plaintiffs. 4. The court erred in charging the Jury. 5. The plaintiffs have since the trial discovered new and material evidence for this cause of which they were entirely ignorant until after the case was given to the Jury and verdict rendered

Petition. No. 5181

John Penhorwood and W. F. Penhorwood.
By D. W. Ayers. Atty.

Afterward, on the 7th day of January A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.
No. 5080

John Penhorwood et als. vs W. W. Skidmore et al. | Court of Common Pleas, Union County Ohio.

This cause coming on for hearing on the motion of the plaintiff for a new trial, the Court on consideration, overrules the same, to which was excepted to by plaintiff.

It is therefore considered by the court that the said Jacob Keller recover from the said John Penhorwood & W. F. Penhorwood the said sum of $609 + 15/100 dollars, as heretofore found due him, together with his costs herein expended.

Attest. John L. Burgner, Clerk
By Nellie Rodrey. 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 25th day of October, in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit, on the 19th day of Jun. A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Petition.
No. 5181

David Bowersmith, Plaintiff vs Eve Rudolph Bowersmith, Defendant | Court of Common Pleas. Union County, Ohio. Petition.

Plaintiff says: He has been a resident of State of Ohio for the year last past and is at present a bona fide resident of the said County of Union. That on or about the 18th day of September A.D. 1856 near Frankfort, in Delaware County, State of Ohio, at the residence of her father, he was married to the defendant and he has ever since conducted himself toward the said Eve R. Bowersmith as a faithful and dutiful husband.

The defendant regardless of her duties as a wife has refused and neglected and still refuses and neglects to do and perform her duties as a wife to this plaintiff and is guilty of extreme cruelty towards this plaintiff in such manner and to such degree that plaintiff has been compelled to leave home on or about the 16th day of September A.D. 1879 since which time plaintiff has not been back home to stay except three or four times on business with some other person and then only for a few minutes - all this she the defendant has done without any just cause or provocation on the part of the plaintiff.

The plaintiff therefore prays that he may be

divorced from the defendant and for such other and further relief as in equity he may be entitled to.

Robinson & Piper Attys for Plaintiff.

Entry. No. 5131

State of Ohio, Union County, ss: David Bowersmith the plaintiff being first duly sworn according to law says the facts stated and allegations in his foregoing petition areas he verily believes true.

David Bowersmith.

Sworn to before me by David Bowersmith and by him subscribed in my presence this 19th day of June A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Praecipe No. 5131

David Bowersmith, Plaintiff
vs
Eva R. Bowersmith, Defendant

Court of Common Pleas. Union County, Ohio.

Praecipe

To Clerk: Issue Summons upon the petition in the foregoing case directed to Sheriff of Delaware County Ohio. returnable according to law and accompany same with copy of petition. Endorse Sums: "Divorce"

Robinson & Piper, Attorneys for Plaintiff

Afterward, on the 19th day of June, A.D. 1886. the following Summons was issued by the Clerk of said Court, to-wit:

Summons No. 5131

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

You are commanded to notify Eva R. Bowersmith that David Bowersmith has filed in the Office of the Clerk of the Court of Common Pleas of Union County and State of Ohio. a petition, a copy of which is herewith served on her, charging her with gross neglect of duty, and asking that he be divorced from her, and that - and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuring, and six weeks from and after the service of this writ.

You will make due return of this summons on the 28th day of June, A.D. 1886. Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville O. this 19th day of June A.D. 1886.

[Seal] J. L. Burgner. Clerk.

Sheriffs Return.

Endorsed: Summons in Action for Divorce.
Robinson & Piper, Atty.

Said Writ returned and filed 28th day of June A.D. 1886, endorsed as follows, to-wit:

Petition No. 5131

Received 9 o'clock M. on the 28th day of June A.D. 1886; and on the 26th day of June, A.D. 1886, I served the same by delivering to the within named defendant Eva R. Bowersmith a true copy thereof with the endorsements thereon. Also a certified copy of the Petition with the endorsements thereon. Service 50 Copy 25, Mileage 2.00, Docket .25, Postage .04 Total $2.84

James E. White Sheriff. Delaware County, Ohio.

afterward, on the 7th day of Jan. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

David Bowersmith
vs
Eve R. Bowersmith.

Entry. No. 5131

Divorce.

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 her in default, for answer and demurrer to said petition, and find that the allegations therein are confessed by her to be true.

The court further find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this county of Union and that the parties hereto were married as in said petition set forth. The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and extreme cruelty towards the plaintiff as in the petition set forth 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 David Bowersmith, and Eve R. Bowersmith be and the same is hereby is dissolved and both parties are released from the obligations of the same.

It is further considered by the court that the said David R. Bowersmith pay the costs of this proceeding and execution is awarded.

Attest: John L. Burgan. Clerk.
By Nellie Roney. 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 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit; on the 19th day of July A. D. 1884. the following Petition was filed with the Clerk of said Court, to-wit:

To the Court of Common Pleas of Union County, Ohio. Petition for Partition.

Clara Moffit, Plaintiff.
vs
James D. Gamble, Calvin Gamble, Robert Gamble John Gamble, Sophia Baughman, Clarinda Guy, Delpha Adessa Rodgers Aaron Rodgers, Ella Rodgers George Rodgers, James Rodgers and Dora Rodgers. George W. Gamble. Defts

Petition No. 5131

The said plaintiff says, that on or about the day of 1864 one Anise Gamble a married woman and

wife of Robert Gamble departed this life seized in fee simple of the lands and tenements hereinafter to be described. Said Anne Gamble left her husband Robert Gamble surviving her and the following children her only heirs at law and legal representatives to-wit: said Robert Gamble, to-wit. Lucy A. Rodgers Bermuda, Lucy Sophia Baughman, her daughters and John Gamble, Robert Gamble Jr. Calvin Gamble and James D. Gamble her sons. Said Anne Gamble died intestate and her said husband retained possession of said estate by the courtesy.

The said Lucy A. Gamble intermarried with with Benjamin Rodgers, and on or about the 7 day of May 1883 departed this life intestate, leaving her husband Benjamin Rodgers surviving her and the following children her only heirs and legal representatives to-wit:

This plaintiff, Dora Rodgers, Ella Rodgers, Delpha Odessa Rodgers her daughters, and James Rodgers, George Rodgers and Aron Rodgers, her sons.

After the death of said Lucy A. Rodgers to-wit, about the day of 1884 the said Robert Gamble departed this life thereby terminating his curtesy in said lands

The plaintiff says that she has a legal estate in and is seized in fee simple of the undivided one forty ninth part of said lands. That said Dora Rodgers, James Rodgers, George Rodgers, Ella Rodgers Aaron Rodgers and Delpha Odessa Rodgers are each seized in fee simple of an undivided one forty ninth part of said lands as coparceners and tenants in common with the plaintiff

That the said Bermuda Guy Sophia Baughman John Gamble, and Robert Gamble Jr. Calvin Gamble and James D. Gamble are each seized in fee simple of the undivided one seventh part of the said premises as tenants in common with the petitioner

The said lands are described as follows: Being part of Survey No. 4065 and 5502 Beginning in the line of Survey 55-02 and 83 feet south from the center of the C.C.C. & I Rail-Road thence S 71-W parallel with the Railroad to a stake in the line of a lot of land sold by A. T. Irwin to Joseph K. Richey; thence S.11. E 43-poles to a stake in the Bethard road. thence with said road N. 79 E. 94½ poles to a stake corner to a lot of land sold by S. Mather to Robert Gamble sr. thence N. 9 W. 22 poles. thence N. 14½ W. 94 poles to the Beginning containing 68 acres except five acres on the south east. corner of said land deeded by A. & M. Doby to Timothy Doby

The said James Rodgers, George Rodgers and Ella Rodgers are minors over 14 years of age and the said Aaron Rodgers and Delpha Odessa Rodgers are minors under 14 yrs of age. The plaintiff desires to hold her interest in said lands in severalty.

Praecipe.

Summons. No. 45-58

The said George W. Gamble claims to have some interest in said lands by purchase and he is made a defendant that he may answer and set forth his interest if any he have.

The plaintiff prays that partition of said lands may be made or if that cannot be done without manifest injury that such proceedings may be had as are authorized by law and for all proper relief.

Cameron and Woodburn Attys for Plaintiff.

State of Ohio,
Union County, ss. } Clara Moffit plaintiff being first duly sworn deposes and says that the facts stated and allegations made in her foregoing petition are true as she believes.

Clara Moffitt

Sworn to before me by said Clara Moffitt and by her signed in my presence this 19 day of July 1884.

{Seal} J. L. Burgner, Clerk.

Praecipe. Clerk: issue summons in this case for James D. Gamble, Calvin Gamble Robert Gamble, John Gamble Sophia Baughman Clarinda Guy, Dora Rodgers (James Rodgers, minors over 14 years of age. George Rodgers minor over 14 years of age. Ella Rodgers minor over 14 years of age Aaron Rodgers minor under 14 years of Age Delpha O. Dessa Rodgers minor under 14 years of age. Direct to sheriff of Union County Returnable according to law.

Cameron and Woodburn Atty for plff.

Afterward, on the 22 day of July A.D. 1884 the following Summons was issued by the Clerk of said Court, to-wit:

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

No. 4558 We command you to notify James D. Gamble, Calvin Gamble, Robert Gamble, John Gamble, Sophia Baughman, Clarinda Guy, Dora Temple, George W. Gamble, James Rodgers, George Rodgers and Ella Rodgers, minors over 14 years of age. Aaron Rodgers and Dessa Rodgers, minors under 14 years of age. that they have been sued by Clara Moffitt in the Court of Common Pleas of Union County, and that unless they answer by the 23rd day of August A.D. 1884 the petition of said Clara Moffitt against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 4th day of August A.D. 1884. Witness my hand and the seal of said Court, this 22nd day of July A.D. 1884.

[Seal] J. L. Burgner, Clerk.

Said Writ returned and filed Aug. 7th A.D. 1884 endorsed as follows, to-wit:

Sheriff's Return.

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

Received this Writ July 22nd A.D. 1884, at o'clock M. and pursuant to its command, on the 24 day of July A.D. 1884 I served the same by delivering a true copy of this writ with endorsements thereon to the within named Calvin Bamble Sophia Baughman Clarinda Guy, George Bamble, George Rodgers Ella Rodgers & Aaron Rodgers a minor under 14 years of age & B. Rodgers with whom Aaron Rodgers resides with and leaving at the usual place of residence of the writs named James D. Ratzible Robert Bamble Dora Semple & John Bamble a true copy of this writ with endorsements thereon the within named Dessa Rodgers & James Rodgers not found in my County. Service 1.75 Mileage 5.60 Cop. 2.80 Total $10.35

John Hobensack Sheriff M.C.

Service of this Summons acknowledged this 24 day of July 1884. James Rogers.

Afterward, on the 30th day of July A.D. 1884, the following Summons was issued by the Clerk of said Court, to-wit:

Summons.

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

We command you to notify Delpha & Dessa Rogers a minor under 14 years that she has been sued by Clara Moffitt in the Court of Common Pleas of Marion County, and that unless she answer by the 30th day of August A.D. 1884 the petition of said Clara Moffitt 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 11th day of August A.D. 1884.

Witness my hand and the seal of said Court, this 30th day of July A.D. 1884.

[Seal] J.D. Brugger, Clerk.

Said Writ returned and filed Aug 11th A.D. 1884.

Sheriffs Return.

endorsed as follows, to-wit:

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

Received this Writ July 30th A.D. 1884 at o'clock M. and pursuant to its command, on the - day of A.D. 188, I served the same by the within named Delpha & Dessa Rodgers not found in my County. Mileage 3.20 Cop. .20 Total $3.40

John Hobenstack, Sheriff M. Co. O.

Afterward, on the 18th day of November A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 4538

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Answer. No. 4458

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Entry. No. 4538

Clara Moffitt
vs
James D. Gamble et als

Do.

Entry.
No. 4538

On motion to the court it is ordered that Benjamin Rodgers be and he is hereby appointed guardian ad litem for this suit on behalf of the minor defendants.

Afterward, on the 16th day of March A.D. 1885 the following Answer was filed with the Clerk of said Court, to-wit:

Answer.
No. 4538

Clara Moffet, Plff.
vs
James D. Gamble, et als. Defendants.

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

Benjamin Rodgers having been appointed guardian ad litem for the defendants James Rodgers George Rodgers and Ellen Rodgers for his answer on behalf of said minor defendants says That said minor defendants are the children of Lucy A. Rodgers and as such have each a one forty ninth part of said lands. That said partition will be for the benefit of said wards and this defendant asks that their interest be protected.

Benjamin Rodgers, Guardian ad litem, by
Cameron and Woodburn, his attys.

Afterward, on the 18th day of March A.D. 1885 the following answer was filed with the Clerk of said Court, to-wit:

Answer
No. 4538

The State of Ohio Union County ss
Clara Moffit, Plaintiff.
vs
James D. Gamble et als. Defendants

To the Court of Common Pleas.
answer.

Now comes Benjamin Rodgers and having been made party hereto for his separate answer says: That he is the duly appointed and qualified guardian of Aaron O. Rodgers and Delpha C. Rodgers infant defendants, in this case. That said wards of this defendant are minor children of Lucy A. Rodgers and as such are each entitled to the one 49th part of said lands and premises and this defendant says: That on behalf of his wards he consents to said partition as prayed for and that the same will be for the interest of his wards, and this defendant asks that the interest of his wards may be protected.

Benjamin Rodgers Guardian of Aaron O. Rodgers and Delpha C. Rodgers. By Cameron & Woodburn, his attys

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.
No. 4538

Clara Moffitt against James D. Gamble et al.

Now came the plaintiff herein by her attor-

neys, and her petition thereupon coming on to be heard, the
Court find that all the defendants have had due legal
notice of the pendency and demand of the said petition,
and that they are in default for answer and demurrer; and
that the said petition is thereby confessed by them to be
true. Thereupon the court find that the said plaintiff Clara
Moffitt is seized of and and has a legal right to the undivid-
ed one forty-ninth (49) part of the estate described in the
petition and is entitled to have partition made of said
premises: that the defendants are tenants in common
with the said plaintiff in the said premises in the following
proportions to-wit: The said Dora Rogers is seized of and
has a legal right to the undivided one forty ninth part
thereof. The said Agnes Rogers to the undivided one forty
ninth part thereof. The said George Rogers to the undivided
one forty ninth part thereof. The said Ella Rodgers to the un-
divided forty ninth part thereof. The said Aaron Rogers to the
undivided one forty ninth part thereof. also Delpha Odessa
Rogers to the undivided one forty ninth thereof. Also Clarinda
Gray to the undivided one seventh part thereof. The said Sophi-
a Boughman to the undivided one seventh part thereof. The
said John Gamble to the undivided one seventh part thereof
The said Robert Gamble Jr. to the undivided one seventh
part thereof. The said Calvin Gamble to the undivided one
seventh part thereof. The said James D. Gamble to the un-
divided one seventh part thereof.

And no reason appearing why partition should
not be made It is therefore ordered, adjudged and decreed that
partition of said estate be made; and that an order issue to
the sheriff of the said county of Union commanding him
that by the oaths of W. H. Lovelss Andrew Saylor and Berry
Hannawalt three judicious and disinterested freeholders of
the vicinity, who are not of kin to either party who are hereby
appointed Commissioners for that purpose. They cause to be
set off and divided to the said plaintiff and to each of the said
defendants the part and proportion of the said estate to which
they are herein before severally found entitled.

And it is ordered that if in the opinion of the
said Commissioners said premises cannot be divided by
metes and bounds without injury to the value thereof they
appraise the same - free from dower

and of this proceedings herein the said sheriff is or-
dered to make due return without necessary delay.

Sheriff's Return.

No. 4538

Commissioners' Report.

Afterward on the 21st day of March A.D. 1885. - the
Writ of Partition following Writ of Partition was issued by the Clerk of said Court
No. 4538 to-wit:

The State of Ohio, } To the Sheriff of said County - Greeting:
Union County, ss. } We Command You, That without delay,

by the oaths of W. H. Loveless, Berry Hannawalt and Andrew Taylor you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit: Being part of Survey No. 4965 and 5502, Beginning in the line of Survey 5502 and 33 feet south from the centre of the Railroad; thence S. 71 W. parallel with the Railroad to a stake in the line of a lot of land sold by A. S. Irwin to Joseph K. Rickey, thence S. 91-45 poles to a stake in the Bethard road, thence with said road N. 74-E. 94½ poles to a stake corner to a lot of land sold by S. Mather to Robert Gamble Jr. thence N. 7 W. 82 poles, thence N. 14½ W. 94 poles to the beginning containing 60 acres except five acres on the south East corner of said land deeded by A. M. Doty to Timothy Doty, among the persons named herein, and in the following proportions, to-wit: To Clara Moffitt 1/7 part, To Dora Rodgers 1/7 part, to James Rodgers 1/7 part, to Ella Rodgers 1/7 part, to Agnes Rodgers 1/7 part, to Delpha Odessa Rodgers 1/7 part, to Sylvia Baughman 1/7 part, to John Gamble 1/7 part, to Robert Gamble Jr. 1/7 part, to Calvin Gamble 1/7 part, to James D Gamble 1/7 part, to George Rodgers 1/7 part, in pursuance of an order lately made in our Court of Common Pleas within and for the said County of Union in a certain Petition for Partition, wherein the said Clara Moffitt is petitioner and the said James D. Gamble 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 24th day of March A. D. 1885.

[Seal] J. L. Burgner, Clerk.

Sheriff's Return.

No. 4538

Sheriff's Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of W. H. Loveless A. Taylor and B. Hannawalt causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Service 2.5 Mileage 1.12 Swearing Com. 1.20 Com. App. 1.50 Total 4.12 Com. Fees 8.00

Given under my Hand, This 23rd day of March A. D. 1885.

Marion Hopkins, Sheriff.

By A. H. Goodwin Deputy.

Commissioners' Report.

In Partition.

Commissioners' Report.

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

the same at Fifty one and 00/100 Dollars pr. acre.
Given under our hands this 23d day of March,
A.D. 1885. W.H. Loches, A. Saylor, B. Hannawalt, Commissioners.

Afterward, on the 28th day of Mch. A.D. 1885. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Clara Moffitt
vs
James D. Samble et al.

No. 4558

This cause came on for hearing upon the return of the sheriff and the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same. And it appearing that said estate cannot be divided by mete and bound without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said premises to-wit: in the sum of $ The Court find the said return and proceedings in all respects correct and in conformity to law, do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said premises at their appraised value on motion of the plaintiff it is ordered that said premises be sold at public auction at the Court House, and that an order issue therefor to the sheriff of Marion County. And that said sheriff return his proceedings to this Court without unnecessary delay.

Entry.
No. 4558

Afterward, on the 26th day of March A.D. 1885, the following Motion was filed with the Clerk of said Court, to-wit:

Motion.
No. 4558

Clara Moffit, Plaintiff
Against
James D. Samble et al. Defendants

Court of Common Pleas.
Marion County, Ohio
Motion.

Now comes the said George W. Samble a minor under the age of twenty one years, and one of the defendants herein by Porter & Porter friends of said infant, and moves the court to set aside, vacate and annul the Order of Partition made in this case at this term - the writ of partition issued upon said order, and the action and appraisement of the premises had and made by the Sheriff and Commissioners under said writ of partition, and the order confirming their report & order of sale &c. for the following reasons, to-wit:

1. Said George W. Samble is a minor under the age of twenty one, to-wit, of the age of 15 years and no guardian for the suit was appointed for him by the court, or a Judge, in this action, and no defense was made for him in such action. (R.S. Section 5003)

2. Said order gives to Clarinda Guy 1/7 part of said premises. To Sophia Baughman 1/7 part of said premises. To John Samble 1/7 part of said premises. To Robert Samble Jr. 1/7 part of said premises. To Calvin Samble

Entry.
No. 4558

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1/7 part of said premises. To James B. Gamble 1/7 part of said premises.

Whereas in truth and in fact, neither Clarinda Guy, Sophia Baughman, John Gamble, Robert Gamble Jr., Calvin Gamble, or James B. Gamble own any portion of said premises or has any interest therein.

3. This defendant George W. Gamble at and before the commencement of this action was, and still is, the absolute owner in fee simple of the undivided 6/7 part of said premises.

4. The writ of partition, in violation of the order of partition, only requires the sheriff and commissioners to make partition of 6/7 of said premises, that is to say, Clarinda Guy according to the order of partition owns 1/7 part, but she and her share, are omitted from said writ.

5. That James Guy, the husband of Clarinda Guy, has a five years lease on said premises executed to him by Robert Gamble Sr. in his life time, and on which he bound himself to pay $ 1300 and has paid $ 200.00, and has executed his promissory notes for the balance. Said lease extends to the spring of 1889.

Said George W. Gamble therefore asks that said proceedings above mentioned be annulled and set aside, and that he have a guardian for the suit appointed, and have leave to defend in said action.

George W. Gamble. By Porter & Porter.

Afterward, on the 24th day of Mar. A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

No. 4535-8

Clara Moffitt
vs
James D. Gamble et al

This day this cause came on to be heard on the motion of George W. Gamble an infant defendant under the age of twenty one years by Porter & Porter, to set aside and vacate the order of Partition made in this case at this term and all the subsequent proceedings had under said order including the order of sale, and was argued by counsel and the court being fully advised in the premises do sustain said motion. It is therefore ordered and adjudged that said order, and all the subsequent proceedings had under said order, including said order of sale be and the same are hereby set aside and thereupon the plaintiff asked and obtained leave to file an amended petition in 30 days from the rising of Court and cause continued.

Afterward, on the 28th day of March, A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit: Clara Moffit Vs James D. Gamble et al.

Entry. No. 4538

On motion John L Porter is this day appointed guardian ad litem for George W. Gamble an infant defendant in this action, and he in open court accepted said appointment

Afterward, on the 20th day of Oct. A.D. 1885, the following amended Petition was filed with the Clerk of said Court to wit:

Amended Petition.

Clara Moffit Plff.
vs
James D. Gamble and others Defendants

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

No. 4538

The said Clara Moffit now comes and for her amended petition says: That on or about the day of 1864 one Anise Gamble a married woman departed this life intestate seized in fee of the lands hereinafter described, to-wit: Situate in the County of Union and State of Ohio. Being part of Survey No. 4065 and 5502. Beginning in the line of Survey No. 5502 and 33 feet South from the center of the C.C.C. & I. Railroad. Thence S. 71 W parallel with the said Railroad to a stake in the line of a lot of land sold by A. J. Irwin to Joseph K. Richey. Thence S. 11 E. 45 poles to a stake in the Bethard Road. Thence with said road N. 79 E 94½ poles to a stake corner to a lot of land sold by S. Mather to Robert Gamble sr. Thence N. 9 W. 22 poles. Thence N. 14½ W. 94 poles to the Beginning containing 68 acres except five acres on the S. E. corner deeded by A & M. Doby to Timothy Doby. The said Anise Gamble left the following children her only heirs at law and legal representatives to whom said lands descended subject to the life estate of Robert Gamble sr. husband relict of said Anise, to-wit, Lucy A. Rodgers, Clarinda Guy Sophia Boughman her daughters and John Gamble Robert Gamble Jr. Calvin Gamble and James Gamble her sons.

The said Lucy A. Gamble intermarried with Benjamin Rodgers and oh or about the 2 day of May 1883 departed this life intestate leaving her husband Benjamin Rodgers surviving her and the following named children her only heirs at law and legal representatives to-wit this plaintiff, Dora Rodgers Ella Rodgers, Delpha O. Rodgers her daughters, James Rodgers, George Rodgers and Aaron Rodgers her sons.

After the death of said Lucy A. Rodgers, to-wit; about the - day of 1884 the said Robert Gamble who had possession of said lands by his estate in courtesy died and the said life estate thereby terminated.

This plaintiff says that she has a legal estate in and is seized in fee simple of the undivided one forty ninth part of said lands and said Dora Rodgers.

James Rodgers, George Rodgers, Ella Rodgers, Aaron Rodgers and Delphia O. Rodgers are each seized in fee simple of a one undivided forty ninth part of said lands.

The said Clarinda Guy, Sophia Baughman John Gamble, Robert Gamble Jr. Calvin Gamble and James D. Gamble children of said Anise Gamble whose their interests are conveyed as hereinafter to be named are each entitled to one seventh part of said premises.

The plaintiff says that she is informed that after the death of said Anise Gamble and prior to the death of said Robert Gamble sr. the last named children of said Anise conveyed by deeds of quit claim to said Robert Gamble Sr. But this plaintiff does not know whether any valid deeds have been passed and she makes said Children of Anise Gamble defendants that they may set forth their interest if any they have.

This plaintiff further says that said George Gamble claims to have a deed of said lands subject to the interest of the children and heirs of said Lucy Rodgers but this plaintiff says that she is informed and believes and therefore upon her information and belief says that said deed from said Robert Gamble Sr. to said George Gamble was without consideration and was never delivered to said George Gamble in the lifetime of said granter but was kept by him until his death and that after his death it was found among his papers and said George Gamble obtained the possession of it and caused it to be placed upon record and that in fact said deed did not pass any title from the said Robert Gamble sr. to said George Gamble.

The said Robert Gamble Sr. died intestate and the parties herein named are his only heirs. This plaintiff says that after the said Robert Gamble sr. obtained deeds of quit claim from his children as herein named he rented said premises to James Guy for a period of five years, and this plaintiff does not know whether said lease is valid as against the heirs of said Robert Gamble Sr. and said Anise Gamble, other than the children of said Lucy but that the same has no effect upon said Lucys portion of said estate. That Edward H. Porter is the duly appointed and qualified administrator of Robert Gamble Sr. The plaintiff says that said George Gamble is a son of said Robert Gamble Sr. by a second marriage and that the said Robert Gamble, sr. left relict of his second marriage his widow Carrie Gamble.

The plaintiff says that said Carrie Gamble widow of said Robert Gamble Sr. joined in a deed with her said husband to George Gamble but the plaintiff

is now informed that said Carrie Gamble at the time she so joined in said deed was a minor under the age of eighteen years and that she claims dower as said widow in the undivided six sevenths of said premises and she is made a party defendant that her rights may be determined.

The plaintiff asks that a full and ample hearing may be had hereon and the rights of all parties may be found and determined and that upon such hearing that the portion of said plaintiff may be set off and assigned to her and that partition of said lands may be made and if division by metes and bounds cannot be made that said lands may be sold and the plaintiff have her portion of the proceeds in money and for all such orders decrees and judgments may be made and rendered and such relief granted as the equity of the case may require.

J. L. Burgner, Atty for Plaintiff.

State of Ohio
Union County, ss. } Clara Moffit being first duly sworn deposes and says that the facts stated and allegations made in her foregoing amended petition are true as she believes.

Clara Moffit

Sworn to before me and signed in my presence this 20 day of October 1885.

Seal

J.L. Burgner, Clerk of Courts.

Waiver of Summons

I hereby waive the issuing and service of summons and enter my appearance therein.

Carrie Gamble pr J. M. Kennedy her Atty.

E. W. Porter Administrator Estate of Robert Gamble, deceased.

Afterward, on the 10 day of Nov. A.D. 1885; the following Answer was filed with the Clerk of said Court, to wit:

Answer

Clara Moffit, Plff
vs
James D. Gamble, et als, Defendants.

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

Answer.

The defendant James Guy now comes and for his answer to the plaintiffs Amended petition says that on the 25 day of February A.D. 1884 he entered into an agreement in writing with the said Robert Gamble Sr. whereby said Robert Gamble Sr. agreed to and did lease unto this defendant the lands in this petition described together with certain other lands of said Robert Gamble Sr. said lease to commence April 1-1884 and continue for five years The consideration for which was $1500.00 to be paid as follows $200.00 in hand which was then paid leaving

No: 4558

$1300.00 for which notes were executed as follows, one note of $ 233.33⅓ due Dec 1-1884 - one note $100.00 due June 1-1885 one note of $ 133.33⅓ due Dec 1-1885 one note $100.00 due June 1. 1886 one note of $ 133.33⅓ due Dec. 1-1886, one note $150.00 due June 1-1887 one note $150.00 due Dec. 1-1887, one note $150.00 due June 1-1888, one note of $150.00 due Dec 1-1888, all of which notes were executed and delivered unto said Robert Gamble deceased, and the same are now in the hands of said E.H. Porter as administrator of said estate.

The said parties further provided in said written lease that said article should be in full force in law providing always that said James Guy of the second part shall have full and peacable possession for the full term of five years. But should he be dispeed at the end of the third year, he was to have said lands free of rent &c.

The said James Guy says that he paid said two hundred Dollar cash payment at the date of said lease, and that he took possession of said lands and entered upon his term. But he says, that he had not been in the possession of said lands but a few months until suits were brought to dispossess him of said lands that one Dora Rodgers brought suit to recover the remaining portion of said lands covered by said lease, and this suit was brought for partition that said Dora Rodgers suit was tried in Court and caused this defendant a great deal of trouble and annoyance and prevented him from having peacable & quiet possession and in this suit the 63 acres is put in jeopardy and this defendant is disquieted. That he has had no peace since he entered upon said lands and has been harassed by litigation and expense and has been unable to make any arrangements for the future or to make business arrangements suitable to carrying on his farming on said lands.

This defendant says that he has now sowed on said lands about 8 acres of growing wheat but that he is ready if his notes are delivered up to him to yield the possession of said lands retaining his interest in said growing wheat and surrendering his claim to said $200.00 advanced.

That by the terms of his lease he should have said lands free of rent but that he is willing to yield the possession on the above terms and that having been constantly harassed by litigation since his entry on said lands the covenants of quiet enjoyment have been broken. This defendant therefore asks for an order of the Court requiring the said Administrator to deliver up said notes to him and that said lease be canceled

and this defendants rights to the growing wheat saved to him and for all proper relief. Deft.
Cameron & Woodburn, attorneys for James Guy

State of Ohio.
Union County, ss. James Guy being first duly sworn depores and says the facts stated in his foregoing answer are true as he believes.
James Guy.
Sworn to before me and Signed in my presence this 10 day of November 1885.
[Seal] J. L. Burgner, Clerk.

Afterward, on the 11th day of Nov. A. D. 1885, the following Answer was filed with the Clerk of said Court, to-wit:

Answer. Clara Moffit Pltff
vs
No. 4558 James D. Gamble et als Defendants

To the Court of Common Pleas of Union County, Ohio.
Answer.
Now comes George Gamble a minor by his guardian ad litem John L. Porter heretofore appointed and for answer to the Amended petition of the plaintiff says That he is the owner of the undivided six sevenths of said land. That he is not able to deny the allegations in said amended petition as to the lease of James Guy but as to his rights in regard to the same he puts himself upon the protection of the Court. That he denies that said Carrie Gamble widow of said Robert Gamble is entitled to dower in said lands and this defendant says he is a minor and asks the protection of the Court. John L. Porter, Guar. ad litem for said Geo. Gamble

Afterward, on the 12th day of Nov. A. D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. Clara Moffitt
vs
No. 4538 James D. Gamble et als

This day came the parties by their Attorneys and submitted this cause to the court upon the pleadings and evidence. On consideration whereof the Court finds, That the lease mentioned in the Answer of James Guy and the claim for dower mentioned in the answer of Carrie Gamble (now intermarried with Parmeter) in no-wise effect the portions of the heirs of Lucy Rodgers in said lands. But that the said plaintiff Clara Moffitt, Dora Rodgers Ella Rodgers Delpha A. Rodgers, James Rodgers George Rogers and Aaron Rodgers are each seized in fee simple clear of all claims of the one undivided Forty ninth part of said lands in the petition described.
The Court further find that the said Robert Gamble se. after executing the lease mentioned in the answer of James Guy conveyed the remaining portion of said lands

to George Gamble who is seized in fee simple of the six sevenths of said lands.

The Court find that the fact stated in the answer of James Guy are true and that the terms of his lease as to quiet enjoyment have been broken and that upon surrendering up said lease and his claims to the $200.00 already said he is entitled to have the said notes executed by him and now in the hands of said Edward N. Porter, Administrator delivered up to him and cancelled.

The Court further finds that said Carrie Gamble has filed her answer claiming dower but waiving the right to have it set off by metes and bounds and asking that if said lands are sold they be sold free of dower and her rights whatever they may be asserted in the distribution.

Therefore the court at this time makes no finding as to said dower claim but leaves the same open for settlement on distribution.

It is therefore ordered and adjudged by the Court that the lease of said James Guy be and the same is hereby cancelled and the said Edward N. Porter Administrator is ordered to deliver up to said James Guy the said notes executed in consideration of said lease, and that when said wheat which is now growing upon the said lands is harvested said Guy have the usual tenants share.

It is further ordered and adjudged that partition of said lands be made, to the said children of Lucy A. Rodgers each 1/7 part thereof and to said George Gamble 4/7 part thereof (that the part sett of to said George Gamble if said lands are divided be subject to whatever claim of dower if any the said Carrie Gamble may hereafter make appear)

and that an order issue to the sheriff of said county commanding him that by the oaths of Berry Hannawalt Elias Thomas and E. G. Severn three judicious disinterested freeholders of the vicinity who are hereby appointed commissioners for that purpose he cause to be ~~sett~~ set off and divided to the plaintiff - and the other children of said Lucy A. Rodgers and the said George Gamble the ~~parts and~~ parts and proportions of the said lands to which they are hereinbefore severally found entitled.

and it is further ordered that if in the opinion of said commissioners said premises can not be divided by metes and bounds without injury to the value thereof they appraise the same free of the claim of dower of said Carrie Gamble. And of his proceedings herein the said sheriff is ordered to make due return without unnecessary delay.

Afterward on the 12th day of Nov. A.D. 1885 the following 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 Berry Hammawalt, E. Y. Severn and M. L. Howey you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit: Being part of Survey Nos 4065 and 5502 Beginning in the line of Survey No. 5502 and 33 feet south from the center of the C.C.C. & I. Railroad, thence S. 71 W. parallel with the said Railroad to a stake in the line of a lot of land sold by A. F. Irwin to Joseph K. Richey, thence S. 11 E. 45 poles to a stake in the Bethard road, thence with said road N. 79 E. 94½ poles to a stake corner to a lot of land sold by S. Mathers to Robert Gamble sen. thence N. 9 W. 22 poles, thence N. 14½ W. 94 poles to the beginning containing 68 acres except five acres on the S. E. corner deeded by A. & M. Doby to Timothy Doby, among the persons named therein, and in the following proportions, to-wit: To Clara Moffitt 1/9 part, To Dora Rodgers 1/9 part, To Ella Rodgers 1/9 part, to Delpha O. Rodgers 1/9 part, to James Rodgers 1/9 part, to George Rodgers 1/9 part, to Aaron Rodgers 1/9 part, to George Gamble 4/9 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 Clara Moffit is petitioner, and the said James D. Gamble, Dora Rodgers, Ella Rodgers Delpha O. Rodgers, George Rodgers Aaron Rodgers and George Gamble are respondents; and that your proceedings in the premises you distinctly certify under your hand, to our said Court forthwith.

Witness my signature and the seal of said Court of Common Pleas at the Court House in Marysville, O. this 12th day of Nov. A. D. 1885.

[Seal]

J. Z. Brugner, Clerk.

Sheriff's Return.

Writ of Partition

Order of Sale

O.R. 455-8

Sheriffs Return

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of Berry Hammawalt E. Y. Severn and M. L. Howey causing said partition to be made, as will appear by the report of the Commissioners herewith returned. Service .30 Mileage .96 Executing Writ 1.20 Swearing Com. 1.20 Conveying Com. 1.00 (Total) 4.66 Com. Fees 3.00

Given under my hand, This 13th day of Nov. A. D. 1885.

M. Hopkins, Sheriff.

Com Report.

In Partition.

O.R. 455-8

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury; and we do estimate the value of the same at Fifty two and 50/100 Dollars per acre. Free of Dower

making a total of Three three hundred and seven $\frac{5}{100}$ Dollars. Given under our hands this 13th day of Nov. A.D. 1885.

{James Y. Devine, B. Hanna Walt. M. L. Curry.} Commissioners

Afterward, on the 13th day of Nov. A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Clara Moffitt
vs
James D. Gamble et al

No. 4558

This cause came on for hearing upon the return of the Sheriff heretofore appointed herein and on motion, to confirm the same and it appearing from said report that the said estate could not be divided by metes and bounds without injury to the value thereof and that said Commissioners have made their appraisement of the same, free of Dower, at Fifty two Dollars and fifty cents per acre making a total of $3307.50

Entry.
No. 4558

The Court finds the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same. And thereupon neither of the said parties electing to take the said estate at its appraised value on motion of the plaintiff, it is ordered that said estate be sold at public auction free of Dower and that an order issue therefore to the Sheriff of Union County. And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Afterward, on the 13th day of Nov. A.D. 1885, the following Order of Sale was issued by the Clerk of said Court, to-wit:

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

Order of Sale
No. 4558

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the Oct. Term, A.D. 1885 in a certain Petition for Partition, now pending in said Court, wherein Clara Moffitt is petitioner, and James D. Gamble 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: Being part of Survey Nos 4065 and 5502 Beginning in the line of Survey No. 5502 and 33 feet South from the center of the C.C.C. & I. Railroad thence S. 77° W. parallel with the said Railroad, to a stake in the line of a lot of land sold by W. T. Irwin to Joseph K. Richey: thence S. 11° E. 45 poles to a stake in the Bethard road: thence with said road N. 79° E. 94½ poles to a stake corner to a lot of land sold by S. Mathers to Robert Gamble sen.: thence N. 9° W. 22 poles: thence N. 14½° W. 94 poles to the beginning, containing 68 acres, except 5 acres in the S. E. corner deeded by E. & M. Darby

to Timothy Darby. Appraised at $52.50 free from Dower; and that your Proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this Writ.

Witness my hand and the Seal of the said Court at Marysville O. this 13th day of Nov. A.D. 1885.

[Seal] J. L. Burgner. Clerk.

Said Writ returned & filed Dec 19th A.D. 1885; endorsed as follows, to-wit:

Sheriff's Return.

Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and of general circulation in Union County, Ohio; and on the 19th day of December A.D. 1885, at 1½ o'clock P.M., on said day, at the door of the Court House, in said County, I offered for Sale, at public auction, the lands and tenements described in this Writ; And then and there came Joe K. Richey who bid for the same the sum of $35.00 per acre, said sum being two-thirds the appraised value; and he being the highest and best bidder, was declared the purchaser.

Service 30 Copy to Printer 30 Poundage 15.51 Total 16.11

M. Hopkins, Sheriff. Union County, Ohio.

Afterward, on the 21st day of Dec. A.D. 1885, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication

No. 4558

Sheriff's Sale.

Clara Maffit vs James D. Gamble | Order of Sale on Partition. Court of Common Pleas, Union Co., 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, December 19, 1885, at or about the hour of 1 o'clock p.m. the following described realestate, to-wit: Situate in said county of Union. Being part of Survey Nos: 4065 and 5502, Beginning on the line of Survey No. 5502 and 33 feet south from the center of the C.B.Q. & I. Railroad; thence S.71 degs W. parallel with the said railroad to a stake in the line of a lot of land sold by W. K. Irwin to Joseph K. Richey; thence S. 11 degs E. 45 poles to a stake in the Bethard road; thence with said road N. 79 degrees E. 9 4/5 poles to a stake corner to lot of land sold by S. Mathers to Robt. Gamble, sen.; thence N. 9 degs W. 22 poles; thence N. 14 1/2 degs W. 94 poles to the beginning, containing 68 acres, except 5 acres on the S.E. corner deeded by A. and M. Darby to Timothy Darby.

Appraised at $52.50 per acre. Terms of sale.—One-third cash, one-third in one year and one-third in two years. Deferred payments to be secured by mortgage on the premises.

Cameron & Woodburn, Attorneys. Marion Hopkins. Sheriff.

Motion

No. 4558

Entry

No. 4558

Order of Sale

No. 4558

Proof of Publication

No 4558

Proof of Publication.

A. H. Beightler, being duly sworn, says he is Ass. Editor of the The Marysville Times, a weekly Newspaper, published in Marysville, Union County, Ohio, and having a general circulation therein, and that the annexed Advertisement was published in said Newspaper five consecutive weeks, the first insertion being on the 2 day of Novem. 1885 and the last on the 19th day of December 1885.

A. H. Beightler.

Sworn to and subscribed by A. H. Beightler before me, this 21st day of Dec. 1885.

[Seal] J. L. Burgner, Clerk. Printers fee $10.50

Motion.

No. 4558

Afterward, on the 21st day of Dec. A.D. 1885 the following Motion was filed with the Clerk of said Court, to-wit:

Clara Moffitt, Plaintiff
Against
James D. Gamble, Defendant

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

Now comes George Gamble and moves the Court to set aside the appraisement and sale of the sixty three acre tract of land in this case, because the same was appraised and sold much to low, and that the sale of the same at $35.00 per acre was almost a sacrifice of his interest therein, he owning six-sevenths of the entire tract.

Porter & Porter, Attorneys for George Gamble.

Entry

No. 4558

Afterward, on the 21st day of December A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Clara Moffit
vs
James D. Gamble et al.

No. 4558 For Partition.

This day this cause came on to be heard upon the motion of George Gamble to set aside the appraisement & sale made of said real estate in this case, and the Court being fully advised in the premises do find that the sale ought to be set aside. It is therefore ordered and adjudged that said sale be set aside, and that an other order of sale be issued in the case returnable according to law, under the present appraisement, and this cause is continued.

Order of Sale

No. 4558

Afterward, on the 21st day of December A.D. 1885, the following Order of Sale was issued by the Clerk of said Court, to-wit:

The State of Ohio,
Union County, ss.

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 Oct. Term, A.D. 1885 in a certain Petition for Partition, now pending in said Court, wherein Clara Moffitt is petitioner, and James D. Gamble et al are respondent, we command you that,

without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to-wit: Being part of survey No. 4065 and 5502. Beginning in the line of Lot No. 5502 and 33 feet south from the centre of the C.C.C.&I. Railroad: thence S. 71° W. parallel with the said railroad to a stake in the line of a lot of land sold by W. S. Irwin to Joseph K. Richey: thence S. 11° E. 45⅝ poles to a stake in the Bethard road: thence with said road N. 79° E. 44½ poles to a stake corner to a lot of land sold by S. Mathers to Robert Gamble sen: thence N. 9° W. 22 poles: thence N. 14½° W. 24 poles to the beginning, containing 68 acres, except 5 acres on the South east corner deeded by A. M. Doby to Timothy Doby. Appraised at $52.50 per acre, free from Dower; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term: and have you then and there this writ.

Witness my hand and the Seal of the said Court, at Marysville O. this 21st day of December A. D. 1885.

J. L. Bürgner, Clerk.

Said Writ returned & filed Feb. 22 A. D. 1886, endorsed as follows, to-wit:

Sheriffs Return.

Sheriffs Return. As commanded by this Writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Times a newspaper printed and in general circulation in Union County, Ohio; and on the 30th day of January A. D. 1886, at 1½ 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 they and there came Calvin Liggett who bid for the same the sum of $34.50 pr. acre, said sum being more than two thirds the appraised value: and he being the highest and best bidder, was declared the purchaser.

No. 4558

Service .30 Writing Mortgage 2.00 Copy to Printer .30 Postage 16.22 Recording Mortgage 1.25 Total $20.07

M. Hopkins, Sheriff.

Afterward, on the 5th day of Feb. A. D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication

No. 4558

Clara Moffit vs James D. Gamble | Order of Sale or Partition. Court of Common Pleas, Union Co., 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, January 30, 1886, at or about the hour of 1 o'clock p. m. the following described real estate, to-wit: Situate in said county of Union. Being part of Survey Nos. 4065 and 5502. Beginning in the line of Survey

Entry.

No. 4558

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No. 5502 and 33 feet south from the center of the L.S. & M.S. Railroad; thence S. 71 degs W. parallel with the said Railroad to a stake in the line of a lot of land sold by W. E. Gwynn to Joseph K. Richey; thence S. 11 degs E. 45 poles to a stake in the Bethard road; thence with said road N. 79 degs E. 94½ poles to a stake corner to a lot of land sold by E. Mathers to Robt Gamble, sen.; thence N. 9 degs W. 22 poles; thence N. 14½ degs W. 94 poles to the beginning, containing 68 acres, except 8 acres on the S. E. corner deeded by A. and M. Darby to Timothy Darby appraised at $52.50 per acre.

Terms of sale - One-third cash, one-third in one year and one-third in two years. Deferred payments to be secured by mortgage on the premises.

Proof of Publication. Cameron & Woodburn, Attorneys. Marion Hopkins, Sheriff.

No. 4558

Proof of Publication.

A. H. Beightler being duly sworn says he is the editor of the The Marysville Tribune, a weekly Newspaper, published in Marysville, Union County, Ohio, and having a general circulation therein, and that the annexed Advertisement was published in said Newspaper 5 consecutive weeks, the first insertion being on the 26th day of Dec. 1885 and the last on the 30th day of Janu 1886.

A. H. Beightler.

Sworn to and subscribed by A. H. Beightler before me, this 5th day of Feby, 1886.

J. L. Burgaer, Clerk. Printer's Fees 10.50

Afterward, on the 26th day of Feb. A. D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

No. 4558

Clara Moffitt vs James D. Gamble et als. } In partition. No. 4558

On motion to the Court by the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser in fee simple free of Dower.

It is further ordered that out of the proceeds of said sale the Sheriff pay. 1st To the Treasurer of Union County $25-3.22 being the taxes and penalty due on said premises. 2d To the clerk of this Court the costs of this action including a counsel fee of $2.35 to Cameron and Woodburn being for their services herein taxed at $15-2.20 3d and of the residue of the proceeds of said sale he pay to the plaintiff Clara Moffitt and to Delpha O. Rodgers -

Aaron Rodgers, Ella Rodgers, George Rodgers, James Rodgers and Dora Rodgers each the sum of $8.65 and also to each 1/7 part of the notes for defered payments.

And as to the residue of the proceeds of said sale and the rights of the widow of Robert Gamble this case is passed for further consideration.

Afterward, on the 7th day of April A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

Clara Moffit
vs
James D. Gamble et al.

In Partition.
No. 4538

This day this cause came on further to be heard as to the distribution of the proceeds of said sale; and the court find that of the proceeds of said sale that George Gamble is entitled to six seventhes (6/7) part thereof after paying said taxes, and costs to-wit; $363.49 of the down payment and the 6/7 part of the notes for the defered payments.

The Court further finds that the deed to said George Gamble for said tract of land was a gift deed from his father Robert Gamble Sr. deed and was without consideration other than blood and affection, and that said Robert Gamble Sr. was largely in debt when he executed said gift deed and consequently said land together with other gift deeds of said Robert Gamble is liable for the debts of the estate of said Robert Gamble Sr. which existed at the time of the execution of said deeds; and it appearing by the certificate of the Probate Court that the probable indebtedness of the estate of said Robert Gamble Sr. deceased, together with the expenses of administration, is as nearly as can now be ascertained the sum of $1209.61. It is therefore ordered that this interest of said George Gamble in the down payment, and the securities for the defered payments to the amount in all to said sum of $1209.61 be paid over to E. W. Porter as administrator of the estate of said Robert Gamble sr. deed. It is further ordered that said administrator after paying the expenses administration up to this time and the proportion of the said tract of land, on the expenses of the last sickness of said Robert Gamble Sr. retain the balance of said $1209.61 until the lower case of Carrie Gamble vs Emma Gamble & others is disposed of and for that purpose this cause is continued.

Afterward, on the 16th day of June A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit;

Entry.

Clara Moffit
vs
No. 4538 James D. Gamble

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case was disposed of by the Journal Entry in Case No. 4875 of Carrie Gamble vs Emma Gamble et al and the answer of Carrie Gamble in this case withdrawn

Afterward, on the 9th day of Nov. A.D. 1886. the following Entry was made on the Journal by the Clerk of said Court, to-wit;

Clara Moffit
vs
James D. Gamble et al.
No. 4558

Entry.

No. 4558
Entry.

In this case all questions of Distribution relating to the distribution of Dower of Carrie Gamble in the Geo Gamble lands are transferred to case of Carrie Gamble vs Emma Gamble for Dower No. 4875 in this court.

Attest. John L. Burgner, Clerk.
By Nellie Roney. 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 25th day of October, in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit; on the 22nd day of Jan. A.D. 1886. the following Petition was filed with the Clerk of said Court, to-wit:

Cyrus Zimmerman as Administrator
on the Estate of John P. Bailey deceased.
Plaintiff.
Against
Sarah Bailey, Sylvia A. Dunfee Samuel
Dunfee her husband, Phoebe Brooks, and
Joseph Brooks her husband, Rhuhama
Brooks, and Henry Brooks her husband,
William K. Bailey, George W. Bailey, John L.
Bailey, Eli Bailey, Hester Bailey, Isaac
Leonard, A. J. Carpenter and Rachael
Heuffman, John F. Kilbury and A. E. Wetzel
Defendants.

Petition.

No. 5016

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

The plaintiff says = That he is the duly appointed and qualified Administrator on the estate of John P. Bailey deceased, late of Union County, Ohio.

That the amount of debts owing by said deceased yet to be paid as they can now be ascertained amount to Twelve Hundred and ninety-two dollars and the amount of the charges of Administration is Eighty dollars, and the value of the personal estate and effects yet to be administered upon amounts to Five Hundred and ninety-six dollars, the personal estate and effects

yet to be administered upon amounts to Five hundred and nine-ty six dollars, the personal estate and effects are therefore insuf-ficient to pay said debts.

That said decedent died seized in fee simple of the following real estate situate in the county of Union, in the State of Ohio and in the Township of Darby, Survey No. 10793 and bounded and described as follows: Beginning at a stone at the north east corner of said premises and in the line of Rufus Andrew's land. Thence with said line S. 2° W. 127½ poles to a stone corner to said Andrews on the north margin of the Post Road. Thence with another of Andrew's lines S. 52 3/4° W. 1780 poles to a stone with pieces of earthen ware under it in the center of said Post Road.

Thence with the center of said road S. 87° W. 40 35/100 poles to a stone with pieces of brick under it. Thence N. 2° E. 130 76/100 poles to a stone with pieces of earthenware under it in the north line of said premises. Thence with said line S. 88° E. 41 16/100 poles to the beginning containing (33⅓) Thirty three and one third acres. Also another tract in said Township of Darby, county of Union, state of Ohio, and U.M. Survey No. 10793 and bounded and described as follows: Beginning at a stone in the east line of said survey and north-east corner to John P. Bailey's land. Thence with the north line of said land and the north line of S.M. Wauthorn's land N. 88° W. 73½ poles to a stone. Thence N. 3° W. 31 32/100 poles to a stake in the center of the Unionville Gravel Road. Thence S. 88° E. 96 28/100 poles to a stone, one of the original corners to said survey No. 10793. Thence with the east line of said survey S. 2½° W. 31 12/100 poles to the beginning, containing Eighteen acres and 72 poles.

Also the following tract in said Township and County and State in U.M. Survey Nos 12269, 12240, and 12877 beginning at the north west corner of Rufus Andrews land, and southeast corner to John Durflinger's land. Thence S. 86° 30' E. 12 23/100 chains to a stone. Thence N. 2° E. 9 24/100 chains to a stake or stone. Thence N. 4° E 16 20/100 chains to a stone. Thence S. 87° 30' W. 12 23/100 chains to a stone. Thence S. 4° W. 24 30/100 chains to the place of beginning containing 30 acres and one rood.

Also in the same township county and state above mentioned part of survey Nos 10793 and 12269. beginning one pole westerly from the south east corner of a tract of land containing fifty-seven acres, and one hundred and four poles of land that was this day conveyed to Thomas Debolt by the grantees herein, and in the north line of land now owned by said Bailey and by him purchased of George Stevens. Thence with said Bailey's said line easterly one pole to said corner above described. Thence N. 2½° E. 2 poles to a stake. Thence southwesterly to the beginning containing one

square pole.

also one other tract of land in Darby township, Union county, Ohio, part of In Lot in the Village of Unionville Center, forty seven (No. 47). This deed is to convey fifty-eight feet front and the same width through to the alley, being the east part of said lot, bounded on the east by C. Maddix' lot No. 46 and on the front street.

That the said Sarah Bailey who resides in said county of Union is the widow of said John P. Bailey deceased and she is entitled to dower in said premises subject to the mortgage liens upon the same hereinafter set forth. That the following persons are the children and heirs-at-law of the said John P. Bailey deceased having the next estate of inheritance in the premises above described namely, Sylvia A. Dunfee, who is intermarried with Samuel Dunfee, and who are residents of said county of Union; Phoebe Brooks who is intermarried with Joseph Brooks who reside in Anderson County and State of Kansas, Rhuhanna Brooks who is intermarried with Henry Brooks and who reside in Pulaska County and State of Kentucky, John L. Bailey who resides in County, Indiana; William K. Bailey, George M. Bailey, Eli Bailey, & Hester Bailey. The four last named reside in said county of Union. The above are all the children and heirs-at-law of said Bailey deceased.

The plaintiff further says that the said Isaac Leonard and the said A. T. Carpenter hold respectively as plaintiff is advised certain mortgage liens upon said premises and to the exclusion of the dower estate of the said Sarah Bailey to the extent of said mortgage liens.

That the said Heiffenan, as plaintiff is advised, claims some interest equitable or otherwise, in said part of In Lot No. 47 in said village of Unionville center. That John Kilbury and A. E. Wetzel also claim some interest by mortgage or otherwise on said Lot No. 47.

The plaintiff therefore prays that all of said defendants may be made parties defendants hereto; that the dower interest of the said Sarah Bailey, if any she have, may be set off, and adjusted: that the said Isaac Leonard and the said A. T. Carpenter and the said John Kilbury and A. E. Wetzel may each state the nature, extent and amount of their mortgage liens upon said premises or any portion thereof: that the said Rachael Heiffenan may state the nature and extent of her interest, if any she have, in said part of In Lot No. 47: that all the several rights, liens and interests of the above named defendants be adjusted, and that the plaintiff may be ordered to sell real estate to pay said indebtedness of said estate and that the plaintiff have such other and further relief in

in the premises as the case may require
Porter & Porter, Attys for Plaintiff.

Cyrus Zimmerman, the plaintiff being sworn makes oath that the facts stated in the foregoing petition are true as he believes. Cyrus Zimmerman Adm'r.
Sworn to by Cyrus Zimmerman before me, and signed by him in my presence this 22 day of January A.D. 1886. [Seal] J. L. Burgner, Clerk.

Praecipe No. 5016

To the Clerk: Issue process against the defendants returnable according to law. Endorse "Action to sell land to pay debts."
Jany. 22d 1886. Porter & Porter, Attys for Plff.

Summons No. 5016

Afterward, on the 22 day of Jan. A.D. 1886, the following Summons was issued by the Clerk of said Court, to-wit:

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

We command you to notify Sarah Bailey, Sylvia A. Dunlee and Samuel Dibble her husband, William K. Bailey, George M. Bailey, Eli Bailey, Hester Bailey, A. J. Carpenter, Isaac Leonard, Rachel Huffman, John Kilbury, A. E. Welzel that they and others have been sued by Cyrus Zimmerman as Administrator of the estate of John P. Bailey deceased in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of Feb. A.D. 1886 the petition of said plaintiff Cyrus Zimmerman Admr. &c 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 1st day of Feb. A.D. 1886. Witness my hand and the seal of the said Court, this 22nd day of January A.D. 1886.
[Seal] J. L. Burgner, Clerk.

Endorsed: In action to sell land to pay debts.
Porter & Porter, Plaintiff's Atty.
Said Writ returned & filed Feb 1st A.D. 1886, Endorsed

Return No. 5016

as follows, to-wit:

The State of Ohio,
Union County, ss. } Cyrus Zimmerman's as Admr. Return:

Received this Writ Jan. 22d A.D. 1886, at six oclock P.M. and pursuant to its command, on the 24 day of January A.D. 1886, I served the same by copy on Rachell Huffman and received the signatures below to this writ on Eve of Jan. 24 1886 also served a true copy upon John Kilbury by eve of Jan. 24 1886

We hereby waive service upon us of the within Summons, and we enter our appearance in the within entitled action, and we waive all questions as to time and we consent that the order of sale be taken as prayed for. (Signed)

William Bailey. Eli Bailey. Sarah Bailey widow. Hester S. Bailey By her mother. Sylvia A. Dunfee D.W. Dunfee. George Bailey & Hester Bailey. A. S. Carpenter. Isaac Leonard Byrd. & Carpenter his atty. A.E. Wetzel.

I Cyprus Zimmerman, Administrator of the estate of John P. Bailey do being sworn, on oath state that I did serve the Defendants Rachel Huffman personally, upon the 24th day of January at about 6 P.M. by a true copy of the above Summons, and also the Defendant John Brooks upon the 26 day of January A.D. 1886 by leaving a true copy at his residence at about 10 A.M. Jan. 28—

Cyprus Zimmerman Admr.

Sworn to and subscribed to Before me this 24 day of February A.D. 1886.
{Seal} J.L. Burgner, Clerk.

Afterward, on the 22d day of Jan. A.D. 1886. the following Summons was issued by the Clerk of said Court, to-wit:

Summons

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

Rec 5 016

We command you to notify Phoebe Brooks and Joseph Brooks her husband that they and others have been sued by Cyprus Zimmerman Admr. of the estate of John P. Bailey Deceased in the Court of Common Pleas of Union County, and that unless they answer by the 26th day of Feb. A.D. 1886 the petition of said Plaintiff Cyprus Zimmerman Admr. &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 1st day of Feb. A.D. 1886. Witness my hand and the seal of said Court this 22nd day of Jan. A.D. 1886.
[Seal] J.L. Burgner, Clerk.

Endorsed: In action to sell land to pay debts.
Porter & Porter, Plaintiffs Attys.

Return.

Said Writ returned and filed Feb 1st A.D. 1886. endorsed as follows, to-wit:

We hereby waive service upon us of the within Summons and we enter our appearance in the within entitled action, and we waive all questions as to time. and we consent that the order of sale be taken as prayed for. Phebe Brooks. Joseph Brooks.

Afterward, on the 22d day of Jan. A.D. 1886. the following Summons was issued by the Clerk of said Court, to-wit:

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

We command you to notify Rhuhanna Brooks and Henry Brooks her husband, that they have been sued by Cyprus Zimmerman Admr. of the estate of John P. Bailey, in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of Feb. A.D. 1886 the petition of said plaintiff Cyprus Zimmerman Admr. &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 1st day of Feb. A.D. 1886 Witness my hand and the seal of said Court this 22nd day of Jan. A.D. 1886.

[Seal] J.L. Burgner, Clerk

Return. Endorsed: In action to sell land to pay debts.
Porter & Porter. Plaintiff's Atty.

No. 5016 Said Writ returned & filed Feb. 20th 1886, endorsed as follows, to-wit:

We hereby waive service upon us of the within summons and we enter our appearance in the within entitled action, and we waive all questions as to time, and we consent that the order of sale be taken as prayed for.

Rhuhanna Brooks, Henry K. Brooks.

Afterward, on the 22d day of Jan. A.D. 1886, the following Summons was issued by the Clerk of said Court, to-wit:

Summons. The State of Ohio. } To the Sheriff of the County of Indiana Greeting:
No. 5016 Union County, ss.: }

We command you to notify John L. Bailey that he and others have been sued by Cyprus Zimmerman Admr. of the estate of John P. Bailey deceased in the Court of Common Pleas of Union County, and that unless he answers by the 20th day of Feb. A.D. 1886 the petition of said plaintiff Cyprus Zimmerman Admr &c 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 Feb. A.D. 1886. Witness my hand and the seal of said Court, this 22nd day of Jan. A.D. 1886.

[Seal] J.L. Burgner, Clerk.

Return. Endorsed: In action to sell land to pay debts.
Porter & Porter, Plaintiff's Atty.

No. 5016 Said Writ returned & filed Feb. 1st A.D. 1886, endorsed as follows, to-wit:

I hereby waive service upon me of the within Summons, and I enter my appearance in the within entitled action, and I waive all questions as to time. And I consent that the order of sale be taken as prayed for. John L. Bailey.

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Afterward, on the 18th day of Feb. A.D. 1886 the following
Answer was filed with the Clerk of said Court, to-wit:

Answer
vs
Sarah Bailey et als, Defts.
No. 5016

No. 5016
Court of Com. Pleas.
Marion Co. O.
Answer of A. J. Carpenter.

Now comes A. J. Carpenter and for his answer says:
That on the 6th day of Oct. 1885 said Jas. P. Bailey made & deliver-
ed to this defendant his promissory note of that date & there-
by promised to pay to this defendant $125.00 in two years
thereafter @ 6% int. from date (a copy of said note is here to
attached marked Exhibit "A") 2nd That on said 6th day of Oct.
1885 the said John P. Bailey & Sarah Bailey his wife to secure
the payment of said note executed & delivered to this defend-
ant their mortgage deed & thereby conveyed to him his
heirs and assigns the 33 3/4 Acres (the 18 acres and 17 poles
and the 30 acres and one rod (being the first three tracts
described in the plaintiffs petition. The condition contain-
ed in said mortgage deed was in substance, if said Bailey
should pay the note above described & interest thereon &
then this deed should be void otherwise to be and remain
in full force. 3rd On the 7th day of Oct. 1885 at 8 o'clock A.M.
said mortgage was filed for record and on the 16th of Oct.
1885 was recorded in Vol. 21 page 323 of mortgage records
of said county of Union. 4th This defendant says there
is still owing on said indebtedness the sum of $125.00
with 6% interest from Oct. 6. 1885 and he asks that in case
of the sale of said lands by said claim be paid out of the pro-
ceeds of the sale thereof in the order of its priority with the
other liens against the same and that his interest be
fully protected &c.
A. J. Carpenter.

The State of Ohio,
Marion County ss. } A. J. Carpenter the above named defend-
ant being sworn says the facts stated in his foregoing an-
swer 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 18 day of February 1886.
[Seal] J. L. Burgner, Clerk.

Exhibit "A" Copy of Note.

"$125.00 Marysville Ohio, Oct. 6. 1885"
"On or before two years after date I promise to pay to the order of"
"A. J. Carpenter One Hundred & Twenty five Dollars at 6% int."
"from date. Value received. John P. Bailey "

Afterward, on the 19th day of Feb. A.D. 1886, the follow-
Answer ing Answer was filed with the Clerk of said Court, to-wit:
Cyrus Zimmerman, adm. } No. 5016 Court of Common Pleas.
No. 5016 vs } Union County, Ohio.
Sarah Bailey et als.

Ans. & Cross Pet. of Isaac Leonard.

And now comes the defendant Isaac Leonard and files this his answer and cross petition herein and says:

First Cause of Action

For first cause of action, Isaac Leonard says that on the 2d day of March 1881 the said John P. Bailey now deceased executed and delivered to this defendant his ten promissory notes of that date as follows =

One for $230 due in one year (this note has since been fully paid
One for $230 due in two yrs. @ 8% int. Interest payable annually
One for $330 due in 3 yrs @ 8% int. Int payable annually.
One for $330 due in 4 yrs @ 8% int. Int. payable annually.
One for $330 due in 5 yrs @ 8% int. Int payable annually.
One for $330 due in 6 yrs @ 8% Int. Int payable annually.
One for $330 due in 7 yrs @ 8% int. Int payable annually.
One for $330 due in 8 yrs @ 8% int. Int payable annually.
One for $430 due in 9 yrs @ 8% int. Int payable annually.
One for $430 due in 10 yrs @ 8% int. Int payable annually.
(Copies of said notes (unpaid) are hereto attached marked Exhibits 1.2.3.4.5.6.7.8.9. respectively.)

2nd. The said John P. Bailey & Sarah Bailey his wife on said 2nd day of March 1881 to secure the payment of said notes made and delivered their mortgage deed of that date and thereby conveyed to this defendant his heirs and assigns the 33½ acres, the 18 acres & 72 Poles & the 30 acres & one pole described in plaintiffs petition (being the first three tracts therein described described by notes & bounds as in plaintiffs petition described.

The conditions contained in said mortgage deed were in substance, that if said Bailey should pay said promissory notes and the interest thereon when due this mortgage should be null and void & otherwise to be and remain in full force and virtue in law. 3d. On the 4th day of March 1881 at 11⅛ o'clock A.M. said mortgage was filed for record and was recorded on same day in Vol 18 page 66 of Mortgage Records of Union County, Ohio. 4th After deducting all credits there is still owing and unpaid on said indebtedness from the estate of said John P. Bailey to Isaac Leonard the sum of Three Thousand & Seventy four & 83/100 Dollars ($3074.83) with interest thereon @ 8% from the 2d day of March 1885. 5. The defendant Isaac Leonard therefore asks the protection of the court in the premises and asks that out of the proceeds of the sale of said lands his said claim be first paid as he claims the first and best lien thereon & for all proper relief.

Second Cause of Action

For second cause of action or defense the said Isaac Leonard says = That on the 2d day of March 1884 the said John P. Bailey made & delivered to him his promissory note of that date & thereby promised to pay to him or his order $55.70/100 in one year thereafter @ 8% interest after

maturity. (a copy of said note is attached marked Exhibit 10) 2nd On the 26 day of April 1884 said John P. Bailey & Sarah Bailey his wife to secure the payment of said note made and delivered to this defendant their mortgage deed and thereby conveyed to this defendant his heirs and assigns all the lands described in the first cause of action.

The condition contained in said mortgage deed was in substance that if said Bailey should pay said note & interest when due this mortgage should be void otherwise be & remain in full force & vertue in law.

3rd. On the 28th day of April 1884 at 4 25/60 o'Clock P. M. said mortgage was filed for record and was recorded May 1, 1884 in Vol. 20 page 617 of Mortgage Records of said County.

4th After deducting all credits thereon there is still due and unpaid upon said indebtedness from the estate of said John P. Bailey to Isaac Leonard the sum of Five Hundred & Forty & 79/100 Dollars ($540 79/100) at 8% interest from March 2nd 1885.

5th This defendant therefor says that there is still owing to him upon said indebtedness from the estate of said John P. Bailey upon the notes secured by his two mortgages the sum of Six Hundred Sixty Three & 62/100 Dollars ($663 62/100) with 8% interest thereon from March 2nd 1885 and that he has the first and best lien upon the lands in plaintiffs petition described (or that portion thereof covered by his two mortgages) and asks that out of the proceeds of the sale thereof his said claim be first paid or for full protection of his rights &c

A. E. Carpenter. Atty. for Isaac Leonard.

The State of Ohio, }
Union County, SS. } A. E. Carpenter being sworn says he is the attorney for said Isaac Leonard duly authorized herein That this the defendants claim is founded upon written instruments for the unconditional payment of money only which are now in possession of this affiant. Affiant further says the facts stated and allegations contained in the within answer are true as affiant verily believes.

A. E. Carpenter

Sworn to by A. E. Carpenter before me & signed by him in my presence this 19 day of Feb. 1886.

[Seal] J. L. Burgner. Clerk.

Copies of Notes.

$280 00 Plain City O. March 2-1881

Two years after date I promise to pay Isaac Leonard or order Two Hundred & Thirty Dollars. Value received with 8% interest per annum. interest payable annually in advance.

Secured by mortgage. John P. Bailey

Credits. Interest paid up to Mch 2 1882. Int. pd up to Mch. 2-1883. Interest pd up to Mch 2-1884. Interest pd up to Mch 2-1885, Feb. 20. 1888 - Rec'd on the within note ninety five & 1/00 Dollars.

$330.00 Plain City, O. March 2d 1881.

Three years after date I promise to pay Isaac Leonard or order Three Hundred and Thirty Dollars value received with 8% interest per annum, interest payable annually in advance. Secured by Mortgage. John P. Bailey

Credits Int pd up to Mch 2" 1882, Int pd up to Mch 2" 1883, Int pd up to Mch 2" 1884, Int pd up to Mch 2" 1885.

$330.00 Plain City, O. March 2d 1881.

Four years after date I promise to pay Isaac Leonard or order Three Hundred and Thirty Dollars value received with 8% interest per annum interest payable annually in advance. Secured by mortgage. John P. Bailey.

Credits Int. paid up to Mch 2" 1882, Int. paid up to Mch 2" 1883, Int paid up to Mch 2" 1884, Int paid up to Mch 2" 1885.

$330.00 Plain City, O. March 2d 1881.

Five years after date I promise to pay Isaac Leonard or order Three Hundred and Thirty Dollars value received with 8% interest per annum. interest payable annually in advance Secured by mortgage John P. Bailey

Credits: Int. pd up to Mch 2" 1882, Int. pd up to Mch 2" 1883, Int pd up to Mch 2" 1884, Int. pd up to Mch 2" 1885

$330.00 Plain City, O. March 2d 1881.

Six years after date I promise to pay Isaac Leonard or order Three Hundred and Thirty Dollars value received with 8% interest per annum interest payable annually in advance. Secured by Mortgage. John P. Bailey.

Credits Int. pd up to Mch. 2-1882, Int pd up to Mch 2" 1883, Int pd up to Mch 2" 1884 Int pd up to Mch 2" 1885?

$330.00 Plain City, O. March 2d 1881.

Seven years after date I promise to pay Isaac Leonard or order Three hundred and Thirty Dollars value received with 8% interest per annum interest payable annually in advance. Secured by a mortgage. John P. Bailey.

Credits Int pd up to Mch. 2" 1882, Int pd up to Mch. 2-1883, Int pd up to Mch. 2-1884, Int. pd up to Mch. 2-1885.

$330.00 Plain City, O. March 2d 1881.

Eight years after date, I promise to pay Isaac Leonard or order Three hundred and thirty Dollars, value received with 8% of interest per annum interest payable annually in advance. Secured by mortgage. John P. Bailey

Credits Int pd up to Mch. 2" 1882, Int. pd up to Mch 2" 1883, Int pd up to Mch 2" 1884. Int pd up to Mch 2" 1885.

$430.00 Plain City O. March 2" 1881.

Nine years after date I promise to pay Isaac

Leonard or order Four Hundred and Thirty Dollars value received with 8% interest per annum interest payable annually in advance.
Secured by mortgage. John P. Bailey.
Credits Int paid up to Mch 2-1882, Int paid up to Mch. 2" 1883. Int paid up to Mch 2" 1884, Int. paid up to Mch. 2" 1885.

#430 00 Plain City, O. March 2, 1881.

Ten years after date I promise to pay Isaac Leonard or order Four Hundred and Thirty Dollars, value received with 8% interest per annum interest payable annually in advance.
Secured by Mortgage. John P. Bailey.
Credits Int pd up to Mch. 2-1882. Int pd up to Mch. 2-1883. Int pd up to Mch. 2-1884, Int pd up to Mch 2" 1885.

#557.08 March 2nd 1884

One year after date I promise to pay Isaac Leonard or order Five Hundred & Fifty seven 08/100 Dollars value received with interest at 8 per cent after maturity.
Secured by mortgage John P. Bailey.
Credit: April 26" #7.63 April 26" #8.66

Afterward, on the 23" day of Feb. A.D. 18 8 6 the following Answer & Cross Petition was filed with the Clerk of said Court, to wit;

Cyrus Zimmerman admr &c Plff. } Court of Com. Pleas.
vs } Union County, Ohio.
Sarah Bailey et als. Defts.

Answer
No. 5016

Ans. & Cross Pet. of Rachel Huffman.

Now comes the defendant Rachel Huffman and files this her answer and cross petition and says=
That on the 30 day of September A.D. 1882 she conveyed to John P. Bailey, and Released, in lot No. 47 in the Village of Unionville, on 58 feet front and the same width through to the Alley being the East part of said lot bounded on the East by P. Waddix lot No. 146 and on the front Street (being the same lot described in plaintiffs petition) (see Book 55 page 122 Union County O. Deed Records) 2nd. This defendant says that the only consideration she ever received from said Jno. P. Bailey for said lot was the promise to keep her comfortably during her natural life, to care and provide for her in sickness and in health and to give her decent burial at her death, and this was the consideration upon which she conveyed said property to him, and upon no other, although the deed upon its face passes the title to him in fee unconditionally. This defendant says that said Jno. P. Bailey immediately after the making of

said deed took full possession of said property and all the rents issues and profits arising therefrom and held the same until his death. That Frakes as he had agreed to do took this defendant into his family and has ever since until his death maintained and cared for her in an acceptable manner, and since his recent death she is residing with his family.

This defendant says that while she has resided in said John P. Bailey's family she has rendered services to said Bailey and family equal in value to all they have done for her by way of care & support or otherwise. That now said Bailey has deceased leaving a large family and a small estate heavily encumbered, it will be impossible for them to carry out said Bailey's contract and keep her, and she therefore prays the court that said deed be set aside as null and void for failure of consideration, and said lot be decreed to her and said Administrator be ordered to convey same back to her by a good and sufficient deed. so that she may hold the title as she did before she conveyed it to said Bailey. This defendant asks the full protection of the court in the premises and a restoration to her of her property.

A. T. Carpenter Atty. for Rachel Huffman

The State of Ohio, Huron County, ss. Witness to mark Anna Ferguson. } Rachel Huffman the above defendant being sworn says the facts stated in her foregoing answer and cross petition are true as she verily believes. Rachel her mark Huffman

Sworn to by Rachel Huffman before me and signed by her in my presence this 22nd day of February 1886.

C. A. Ferguson J.P.

Afterward, on the 25th day of March, A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry No. 5016

Cyrus Linnememan Admr &c. Plff. vs Sarah Bailey et al. Defts } Entry. No. 5016

This day this cause came on to be heard upon the petition of the plaintiff and the Answers of Isaac Leonard A. T. Carpenter and Rachel Huffman, and the evidence adduced in the case. In consideration whereof the court do find that it is necessary to sell the real estate of the deceased described in plaintiffs petition, to pay the debts of said estate, and the liens upon said property, except the part of In Lot No. 47 in the Village of Monroeville Huron described in plaintiffs petition. It is therefore ordered and adjudged that the plaintiff as such Administrator, proceed to appraise advertise and sell all the real estate described in plaintiffs

Order of Appraisement

petition. (except said part of Lot No. 47) according to law and to make return of said sale according to the Statute in such case made and provided. and the Court appoint as appraisers Andrew Brown. George Stevens + Clark Robinson.

It is further ordered and adjudged that said administrator sell said real estate in one body, or in the different tracts, or two or more of the tracts together as described in plaintiffs petition, as will best be to the interests of said estate, and that in the appraisement the land be appraised, first as one tract, and also in the separate tracts described in plaintiffs petition.

And the Court further finds the Allegations set forth in the Answer of Rachel Huffman to be true, and that the equities of the case are with her. It is therefore ordered and adjudged that said deed made by Rachel Huffman to said John P. Bailey on the 30th day of September 1882 for said part of Lot No. 47 in the Village of Kirkerville Center in said county of Huron, be, and the same is hereby set aside, annulled and held for naught, and that the title to the same reinvest in fee simple in the said Rachael Huffman. And it is further ordered that the joint Answer of John F. Kilbury and A. E. Wetzel be withdrawn by them from the files in this case, and that said John F. Kilbury and A. E. Wetzel be dismissed from this case without prejudice to any right or right of action that they or either of them may have upon their mortgage and claim against said part of Lot No. 47 The sale of the above mentioned tracts of land is ordered to be made upon the premises. That as to the question of distribution of the proceeds of said sale the priority of mortgage liens and all other questions not herein decided and determined. this cause is continued.

Afterward, on the 1st day of April A.D. 1884 the following Order of Appraisement and Sale was issued by the Clerk of said Court, to-wit:

Order of Appraisement

The State of Ohio, Huron County, ss. } Comn. Pleas Court.

To Cyrus Zimmerman Administrator of the estate of John P. Bailey, late of said Huron County, deceased, Greeting.

In Obedience to an order and decree of the Comn. Pleas Court within and for said County, made this day in a certain cause, wherein you, as the Administrator of the estate of John P. Bailey, deceased are Complainant, and Sarah P. Bailey et al, heirs of said deceased et al, are Defendants, you are commanded that by the oaths of Andrew Brown, George Stevens and Clark Robinson judicious and disinterested men of the vicinity, and upon actual view of the premises, you cause a just valuation and appraisement to be made: and that, when so appraised, you cause to be advertised and sold at public auction, according to law, for not less than two-thirds of their appraised value the following described premises, to-wit: Situate in the County of Huron, in the State

of Ohio, and in the township of Darby Survey No. 1793 and bounded and described as follows - Beginning at a stone at the north east corner of said premises and in the line of Rufus Andrews land. Thence with said line South 2° West 127½ poles to a stone corner to said Andrews on the north margin of the Post Road. Thence with another of Andrews lines S 32½° W. 1 55/100 poles to a stone with pieces of earthenware under it in the center of the Post Road. Thence with the center of said road S. 89° W. 40 35/100 poles to a stone with pieces of brick under it. Thence N. 2° E 130 76/100 poles to a stone with pieces of earthenware under it in the north line of said premises. Thence with said line S 88° E 41 26/100 poles to the beginning containing (33⅓) Thirty three and one third acres. Also another tract in said Township of Darby, County of Union, State of Ohio, and U. M. Survey No. 10793 and bounded and described as follows; Beginning at a stone in the east line of said Survey and North east corner to John P. Baileys land. Thence with the north line of said land and the North line of E. Morris Thomas land N. 88° W. 93½ poles to a stone. Thence N. 3° W. 31 22/100 poles to a stake in the center of the Marysville Gravel Road. Thence S 88° E. 96 25/100 poles to a stone one of the original corners to said Survey No. 10793. Thence with the east line of said Survey S. 2½° W. 91 12/100 poles to the beginning, containing eighteen acres and 72 poles. Also the following tract in said Township County & State in U. M. Survey Nos 12269 & 12877 beginning at the N. W. corner of Rufus Andrews land & S. E. corner to John Dunflinger's land. Thence 86° 30' E. 12 24/100 chains to a stone. Thence N. 2° E. 7 26/100 chains to a stake or stone. Thence N. 4° E. 16 20/100 chains to a stone. Thence S. 87° 30' W. 12 23/100 chains to a stone. Thence S 4° W. 24 80/100 chains to the place of beginning, containing 3 acres & 1 Rood. Also in the same Township, County & State above mentioned part of Survey Nos. 10793 & 12269, beginning 1 pole westerly from the S. E. corner of a tract of land containing 5 7 acres & 164 poles of land. That was this day conveyed to Thomas Debolt by the grantors herein and in the north line of land now owned by said Bailey and by him purchased of George Stevens. Thence with said Baileys said line easterly one pole to said corner above described. Thence N. 2½° E 2 poles to a stake. Thence southwesterly to the beginning, containing one square pole - said sale to be upon the following terms, to wit: Deferred payments to bear interest from the day of sale, and to be secured by mortgage on said premises.

And be it further ordered, that you make return of your proceedings herein forthwith upon the execution of this order.

Witness my signature and the Seal of said Court at Marysville, Ohio, this 1st day of April, A. D. 1886.

[Seal] J. L. Burgner, Clerk.

To the Com. Pleas Court of 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 proceedings of the appraisers, hereto annexed.

April 3d, 1886. Baynes Zimmerman Admr. Porter & Porter, Attorneys.

The State of Ohio,
Union County, ss. On the day of April, A. D. 1886, before me personally appeared Andrew Brown and Clark Robinson & J. P. Kirtline, within named, and made solemn oath that they would, upon actual

Entry.

8

No. 5. 016

view, honestly and impartially appraise the real estate of John P. Bailey deceased, in pursuance of the foregoing order.
Andrew Brown, J. C. Robinson, John P. Kritline, Appraisers.
Sworn to and Subscribed before me, this 3d day of April, A.D. 1886. Cyrus Zimmerman J.P. for Darby Twp.

In obedience to the foregoing order, after being first duly sworn and upon actual view of said premises in the foregoing order described, we, the undersigned appraisers, estimate the value of said real estate at $55.67 100 Dollars, in its several tracts as follows: In obedience to the foregoing order after being first duly sworn and upon actual view of said premises in the foregoing order described we the undersigned Appraisers estimate the value of said Real Estate in its several tracts as follows, tract No one 38 Acres at $68.00 $2266.33 1/3, tract No. two 18 72/100 acres at $65.00 $1170.20, tract No three 80 1/160 acres at $71 40/100 $2180.44, tract No. Four 1 Rod square at $.50 - .50
Being our estimate on the above several tracts.
Andrew Brown, J. C. Robinson, John P. Kritline Appraisers.
April, 1886. Fees: Appraisers each day 3.00 Certificate and oath of Appraisers .25 Total 3.25

In pursuance of the foregoing order of sale, I gave notice of sale, in due form of law, in the Marysville Tribune, a newspaper printed and in general circulation in said County, and at the time and place mentioned in said notices for said sale, to-wit; at the Premises, on the 8th day of May, 1886, I offered said property at public vendue, and Rufus Andrews and George Watkins having bid therefor, Forty six hundred dollars, and he being the highest and best bidder, and the same being upon than two-thirds of the appraised value thereof, I struck off and sold the same to them for that sum. Cyrus Zimmerman, Admr.
May 8th, 1886. Porter & Porter Attorneys.

Afterward, on the 25th day of May A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.
No. 5016

Cyrus Zimmerman Admr. &c. Plff.
Against
Sarah Bailey et al. Defts.

Court of Common Pleas, Union County, Ohio.
Entry. No. 5016

This day this cause came on to be heard, upon the motion of the plaintiff, to set aside the sale made under a former order of this court, of the premises described in plaintiffs petition, and the same was submitted to the court upon the said motion and evidence. On consideration whereof the court do sustain said motion. It is therefore considered and adjudged by the court, that the said sale above mentioned be set aside and held for naught, and that a new order of sale issue herein.

Afterward on the 31st day of August A.D. 1886, the following Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale.

No. 5016

The State of Ohio,
Union County, ss. } To Cyrus Zimmerman, Admr. &c.

Whereas at a term of the Court of Common Pleas, held at Marysville in and for said County, on the 25th day of March A.D. 1886, in the cause of Cyrus Zimmerman Admr. &c. Plaintiff, and Sarah Bailey et al. Defendants, it was ordered adjudged and decreed as follows, to-wit: That you cause to be advertised and sold at Public Auction, according to law, for not any less than two thirds of the appraised value thereof the following described premises, to wit: tract No. One Situated in the County of Union, State of Ohio, and in the Township of Darby Survey No. 10793, and bounded and described as follows: Beginning at a stone at the north East corner of said premises, and in the line of Rufus Andrew's land, thence with said line, S. 2° W. 127½ poles [to] a stone, corner to said Andrew's on the North margin of the Post Road, Thence with another of Andrew's lines S. 82 $\frac{3}{4}$° W. 1 $\frac{44}{100}$ poles to a stone with pieces of Earthenware under it, in the center of the said Post road, Thence with the center of said road S. 89° W. 40 $\frac{35}{100}$ poles to a stone with pieces of brick under it. Thence N. 2° E. 130 $\frac{76}{100}$ poles to a stone with pieces of earthenware under it in the north line of said premises, thence with said line S. 88° E. 41 $\frac{74}{100}$ poles to the beginning, containing Thirty three & one third (33⅓) acres. Tract No. two. Also another tract in said Township of Darby, county of Union, State of Ohio, and V.M. Survey No. 10793 and bounded and described as follows. Beginning at a stone in the East line of said Survey and northeast corner to John P. Bailey's land, Thence with the north line of said land and the North line of S.M. Winthrow's land, N. 88° W. 93² poles to a stone, thence N. 3° W. 31 $\frac{32}{100}$ poles to a stake in the center of the Unionville gravel road, Thence S. 88° E. 96 $\frac{28}{100}$ poles to a stone, one of the original corners to said Survey No. 10793, Thence with the East line of said Survey S. 2½° W. 31 $\frac{12}{100}$ poles to the beginning, containing 18 acres and 72 poles. Tract No. Three Also the following tract in said Township and County and State in V.M. Survey Nos 12,269, 12,240 and 12877 Beginning at the N.W. corner of Rufus Andrew's land and S.E. corner to John Durflinger's land. Thence S. 86° 30' E. 12 $\frac{23}{100}$ chains to a stone, Thence N. 2° E. 9 $\frac{26}{100}$ chains to a stake or stone Thence N. 4° E. 16 $\frac{20}{100}$ chains to a stone. Thence S. 87° 31' W. 12 $\frac{23}{100}$ chains to a stone, Thence S. 4° W. 24 $\frac{30}{100}$ chains to the place of beginning containing Thirty acres and one rood. Tract No. Four Also in the same Township, County and State above mentioned part of Surveys Nos 10793 & 12269. Beginning one pole westerly from the S.E. corner of a tract of land containing 57 acres and 104 poles of land. That was this day conveyed to Thomas Deboft by the grantees herein, and in the north line of land now owned by said Bailey and by him purchased of George Stephens. Thence with said Bailey's said line easterly one pole to said corner above described, Thence N. 2½° E. 2 poles to a stake, Thence South westerly to the beginning containing one square pole. Tract No. one Appraised $2206.33⅓, Tract No. two appraised $1170 $\frac{30}{}$ Tract No. three appraised $2130 $\frac{44}{}$ Tract No. four Appraised $ $\frac{50}{100}$. 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 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 31st day of August A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Said Writ returned & filed Oct. 27th 1886, endorsed as follows, to-wit:

Return. Administrator's Return.

Court of Common Pleas.
Union County Ohio.
Petition to sell Land.
For pursuance of an order of sale.

Cyrus Zimmerman Admr. of Estate of John P. Bailey deceased
against
Sarah Bailey et al.

made on the 25th day of March A.D. 1886 of said court, and in pursuance of the foregoing order to be issued, I gave notice of sale in due form of law, and at the time and place mentioned in said notice for said sale, to-wit: At one o'clock on the 22nd day of October 1886, I offered said property at public vendue on the premises and George Mayer having bid therefor Four Thousand, Four hundred and five dollars, ($4405.) and he being the highest and best bidder, and the same being more than two-thirds of the appraised value thereof, I struck off and sold the same to him for that sum.

Cyrus Zimmerman Administrator of the estate of John P. Bailey Deceased.

Afterward, on the 22nd day of Oct. A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Sale of Real Estate By Order Of Court.

On Friday, October 22nd, 1886, at 1 o'clock in the afternoon, upon the premises, situated in Darby township, Union County, Ohio, will be sold to the highest bidder the following Real Estate, as the property of John P. Bailey deceased, to-wit: Situate in the County of Union, in the State of Ohio, and in the township of Darby, survey No. 10793, and bounded and described as follows: Beginning at a stone at the northeast corner of said premises and in the line of Rufus Andrews' land; thence with said line, south 2° west 127½ poles to a stone, corner to said Andrews, on the north margin of the Post Road; thence with another of Andrews' lines south 32¾° west 1 47/100 poles to a stone with pieces of earthenware under it in the center of the Post Road; thence with the center of said road south 89° west 40 35/100 poles to a stone with pieces of brick under it; thence north 2° east 130 76/100 poles to a stone with pieces of earthenware under it, in the north line of said premises; thence with said line south 88° east 41 26/100 poles to the beginning, containing thirty three and one third acres. Also another tract in said township of Darby, County of Union, State of Ohio and U. M. Survey No. 10793 and bounded and described as follows: Beginning at a stone

in the east line of said survey and northeast corner to John P. Bailey's land; thence with the north line of said land and the north line of S.M. Minthorn's land, north 88° west 93½ poles to a stone; thence north 3° west 31 32/100 poles to a stake in the center of the Unionville Gravel road; thence south 88° east 96 26/100 poles to a stone, one of the original corners to said survey No. 10,793; thence with the east line of said survey south 2½° west 31 100 poles to the beginning, containing eighteen acres and seventy-two poles. Also the following tract in said Township County and State, in U.M. Survey Nos. 12,269, 12,240 and 12,877, beginning at the north west corner of Rufus Andrew's land and southeast corner to John Durflinger's land; thence 86° 30' east 12 23/100 chains to a stone; thence north 2° east 9 26/100 chains to a stake, or stone; thence north 4° east 16 20/100 chains to a stone; thence south 87° 30' west 12 23/100 chains to a stone; thence south 4° west 24 30/100 chains to the place of beginning, containing thirty acres and one rood. Also, in the same Township, County and State above mentioned, part of Surveys Nos. 10,793 and 12,269 beginning 1 pole westerly from the southeast corner of a tract of land containing 5 acres and 104 poles of land that was conveyed to Thomas Debolt by the grantee herein and in the north line of land now owned by Syd. Bailey and by him purchased of George Stevens; thence with said Bailey's said line easterly one pole to said corner above described; thence north 2½° east 2 poles to a stake; thence southwesterly to the beginning, containing one square pole. The above tracts will be sold separately, or as a whole as may be best for the estate. Appraised as follows: The 33⅓ acre tract at $2266.33⅓, The 18 72/100 acre tract at $1170.30 The 30 60/100 acre tract at $2130.44, The one square pole at $5.00 Appraised as a whole at $5576.50 Terms of Sale- One third cash, one third in one year and one third in two years, with six per cent interest on deferred payments, to be secured by mortgage on the premises.

By Porter & Foster, Attorneys. Byrne Ginnerannan,
September 1, 1886-5-4w. Admr. of John P. Bailey. Printers Fees 18.00

Proof of Publication

The State of Ohio
Union County, ss. The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with September 1, 1886. W. O. Shearer

Sworn to and subscribed before me this 22 day of Oct. 1886. J. L. Burgner Clerk.

Afterward, on the 27th day of Oct. A.D. 1886. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Byrne Ginnerannan administrator of John P. Bailey decd
vs
Sarah Bailey et al. No. 5016

Entry.

No. 5016

On motion of the plaintiff and on his producing the return of the sale of the real estate made by him under the former order and decree of this court, and the Court on examination

Petition

No. 5117

of the proceedings of said administrator being satisfied that said Sale and proceedings have been 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 said Administrator convey to the purchaser George Mayer 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 upon motion, and determine the priorities of said mortgage liens as follows-and order the payment of the same accordingly, to wit: 1st The Mortgage Executed by said John P Bailey & his wife Sarah Bailey to Elsie Leonard on the 2d day of March 1881- 2nd The mortgage of said Leonard executed on the 26 day of April 1884 and 3rd the mortgage of A. E. Carpenter executed on the 6th day of October 1885. And the Administrator is ordered to pay the taxes on said land; which were due and payable on the 1st day of October 1886, and otherwise will apply the proceeds of said Sale according to the statute in such case made and provided.

Attest. John Q. Burgoyne, Clerk.
By Nellie Roby, 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 Mayor of the Third Subdivision of the Tenth Judicial District of the State of Ohio. on the 25th day of October in the year of our Lord. One thousand eight hundred and eighty six. Heretofore, to wit, On the 4th day of June A.D. 1886, the following Petition was filed with the Clerk of said Court, to wit:

Court of Common Pleas.
Union County, Ohio.

Petition
No. 5-117

Edward B. Brewerd, Plaintiff.
vs
George Beecher and Marion Taylor, doing business under firm name of Beecher and Taylor Defendants.

Petition.
Plaintiff says, On the third day of June A.D. 1886 at Marysville Ohio the defendants wrongfully detained from the plaintiff and still detains in his possession the following goods and chattels of the plaintiff, to wit: One Iron Grey Mare, three years old and about fourteen (14) hands high with hair torn or rubbed off right shoulder & being of value of one hundred and twenty five Dollars. To the damage of the Plaintiff in the sum of five Dollars. Wherefore plaintiff asks judgment against defendant for the recovery of said property and for the sum of Five Dollars with interest.
Robinson & Piper, Attorneys for Plaintiff.

State of Ohio,
Union County, ss. Edward B. Brewerd being first duly sworn according to law says the facts stated and allegations in his foregoing petition are true as he verily believes true.
Edward B. Brewerd.

Sworn to before me by Edward B. Brewerd and by him subscribed in my presence this 4th day of June 1886.
J. L. Burgner, Clerk.

Praecipe — To Clerk: Issue summons upon the petition in above & foregoing case directed to Sheriff of Union County Ohio for the Defendants - returnable according to law. Evidence: Action in Replevin & damages. Robinson & Piper Attys for Plaintiff.

Edward B. Brewerd Plaintiff
vs
George Beecher and Marion Taylor, Defendants.

Court of Common Pleas
Union County, Ohio.
No. 5117
Summons

Affidavit — Affidavit.

State of Ohio, Union County, ss.

Edward B. Brewerd plaintiff being duly sworn according to law says the property to recover the possession of which this action is brought is described as follows, to-wit: One Iron Graymare three years old and about fourteen hands high with hair rubbed or worn off right shoulder. The plaintiff is the owner thereof and entitled to the immediate possession of the same and that said goods and chattels are wrongfully detained from him by said defendants and that the said goods and chattels were not taken in execution on any order or judgment against said plaintiff or for the payment of any tax fine or amercement assessed against him or by virtue of any order of delivery issued under the Chapter of the Code of Civil Proceeding providing for the replevin of property or on any other mesne or final process issued against the said plaintiff and further he saith not.

Edward B. Brewerd.

Sworn to before me by Edward B. Brewerd and by him subscribed in my presence this 4th day of June A.D. 1886.
Seal
J. L. Burgner, Clerk.

Sheriff's Return. No. 5117

Afterward, on the 4th day of June, A.D. 1886. The following Order for Delivery of Personal Property was issued by the Clerk of said Court.

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

Edward B. Brewerd, Plaintiff,
vs
George Beecher and Marion Taylor, Defendants.

To the Sheriff of Union County - Greeting:

Order for Delivery of Personal Property

Whereas, Edward B. Brewerd has commenced in the Court of Common Pleas for the said County of Union against George Beecher & Marion Taylor a civil action for the recovery of the following specific Personal Property, to-wit: One Iron Graymare three years old and about fourteen hands high with hair rubbed or worn off right shoulder And has filed his affidavit in the Clerk's Office of said Court, in order to obtain an order for the immediate delivery of the said goods and chattels. This, therefore, is to command you, as such Sheriff, to take the said goods and chattels above described and deliver the same to the said — Plaintiff in said action. And of this order and your proceedings thereon make due return on the 14th day of June, A.D. 1886. Witness my

Sheriff's Return as fol

Entry. No. 5117

Entry. No. 5117

hand and the seal of said Court, at Marysville this 4th day of June A.D. 1886. [Seal] J.L. Burgner, Clerk.

Sheriff's Return. Said Writ returned & filed June 14th 1886, endorsed as follows, viz: The within described property not found in my County. M. Hopkins, Sheriff.

Summons No. 5117. Afterward, on the 4th day of June A.D. 1886, the following Summons was issued by the Clerk of said Court, to-wit:

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

We command you to notify George Beecher and Marion Taylor that they have been sued by Edward B. Brevard in the Court of Common Pleas of Union County and that unless they answer by the 3rd day of July A.D. 1886 the petition of said plaintiff Edward B. Brevard against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 14th day of June A.D. 1886. Witness my hand and the seal of said Court this 4th day of June A.D. 1886.

[Seal] J.L. Burgner, Clerk.

Endorsed: In action for Replevin and Damages. Robinson & Piper, Plaintiff's Attys.

Sheriff's Return No. 5117. Said Writ returned and filed June 14th 1886, endorsed as follows, to-wit:

The State of Ohio, Union County, ss. Sheriff's Return. Received this Writ June 4th A.D. 1886 at 6 o'clock P.M. and pursuant to its command on the 5th day of June A.D. 1886 I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendants George Beecher and Marion Taylor. Service .45 Mileage .16 Copy .40 Total 1.01. M. Hopkins, Sheriff. By A.H. Goodgion, Deputy.

Entry. No. 5117. Afterward, on the 10th day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Edward B. Brevard vs George Beecher & Marion Taylor. This day came the plaintiff and dismissed this case as to George Beecher.

Entry. No. 5117. Afterward, on the 10th day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Ed B. Brevard, Plaintiff, vs Geo. Beecher & Marion Taylor, Defendant. This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a Jury, to-wit: C.D. Perfect, Levi Kean, S.S. McCleck, Geo. W. Stephen, E.C. Taylor, Marshall Morris, Brown Newlove, E.W.

Price, John Lake, Virgil C. Crist, Geo. Pierson, Hugh McAdow who be-
ing duly empaneled and sworn to well and truly try the issue
joined between the parties in this cause, and a true verdict ren-
der according to the evidence, unless withdrawn by consent of parties,
or discharged by the Court, and after hearing the testimony, argu-
ments of counsel, and charge of the Court, the said jurors retir-
ed to their room to deliberate upon their verdict, and after due delib-
eration returned into open Court and presented their verdict
in writing, in the words and figures following, to-wit:

The State of Ohio, } Court of Common Pleas of said County.
Union County, } Oct. Term Nov. 10 - 1886.
Ed B. Brevard, Plaintiff, } Civil Action.
Verdict. vs } Verdict for Plaintiff.
Geo. Beecher and Marion Taylor, Defendants. } We the Jury, being
duly impaneled and sworn, find the issues in this case in favor of
the Plaintiff, and assess the damages due to the Plaintiff from
the Defendant Marion Taylor at the sum of ($130.00) One Hundred
and Thirty Dollars. E. W. Price, Foreman.

Afterward, on the 17th day of Nov. A.D. 1886, the following Entry
was made on the Journal by the Clerk of said Court, to-wit:

Ed. B. Brevard
Entry vs
George Beecher and Marion Taylor. } The Jury in this case
Nov. 5117 having on a former day of this term of Court, rendered their verdict
herein and assessed plaintiffs damages against the defend-
ant Marion Taylor at $130 - and no motion for a new trial hav-
ing been made it is therefore considered ordered and adjudged by
the Court that the plaintiff recover of the defendant Marion Tay-
lor said sum of $130.00 together with his costs herein expended taxed
to $ ——

Attest, John Q. Burgner, Clerk
By Nellie Roney, Deputy.

Waiver of Summons

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 25th
day of October, in the year of our Lord, one thousand eight hundred and
eighty six. Heretofore, to-wit, on the 17th day of Apr. A.D. 1886, the follow-
ing Petition was filed with the Clerk of said Court, to-wit:

Petition
No. 5087

Rebecca S. Gabriel Plff.
vs
Irvill Swartz, Elmer Crane, William Crane,
Allie Crane, and John Crane, husband of Mary
Crane decd, John Philips, Sarah P. Wood, Elizabeth
Moore and — Moore her husband, Isabell Converse and
Austin J. Converse, her husband Defts.

Petition.
No. 5090

Common Pleas.
Union County.
Petition for Dower.
On the 7th day of

April A.D. 1843, plaintiff intermarried with one Henry Swartz. On the 30th day of November 1845 said Henry Swartz died having been seized during said coverture of an estate of inheritance in the following described property. Situated in the County of Union, State of Ohio & Township of Claibourne & in V.M. Survey No. 6807 & bounded & described as follows: Beginning at a stake or stone S.E. corner to Christian Gauls land: thence N. 72° E. with John Woods line 75 poles to the N.E. corner of said John Woods land to a stake or stone: thence N. 18° W. with the original line of the Survey 109 poles to a hickory and red oak original corner; thence S. 72° W. 75 poles with the original line to the corner of Christian Gauls land: thence S. 18° E. 107 poles with said Gauls line to the place of beginning containing 53½ acres more or less. Said estate consisted of the undivided one half of said property.

Plaintiff is now the wife of James Gabriel. Said (undivided one half) property is now claimed by said Elmer Crane, William Crane, Allie Crane and Irvill Swartz, John Phillips, Elizabeth Moore, Sarah P. Wood, Isabell Converse under title derived from said Henry Swartz. Said other undivided one half of said property is claimed by said John Phillips, Elizabeth Moore, Sarah P. Wood, and Isabell Converse by descent of title derived by devise from Joseph Swartz deceased. Plaintiff is entitled to dower in said property (the undivided one half of said 53½ acres which was derived and is claimed as aforesaid under title from her said husband, and she prays that the same may be assigned her therein and for such other and further relief as is equitable & proper. P.B. Cole & Son Plffs Attorneys.

State of Ohio,
Union County, ss. } Rebecca S. Gabriel plaintiff being first sworn says that she believes the facts stated in the above pleading to be true. Rebecca Gabriel.

Sworn to before me and signed in my presence this 3rd day of April A.D. 1886. John B. Coats, Probate Judge.
{Seal}

Waiver of Summons

Issue and service of summons on this petition are hereby waived and the appearance of the defendant Sarah P. Wood is hereby entered in this cause without process.

Brodrick & Mc Campbell Attys for Sarah P. Wood and Isabella Converse and Alonzo Converse, and we hereby consent to the consolidation of this case with No. 5090 herein.

Brodrick & Mc Campbell, Attys.

Petition.

No 5090

Afterward, on the 22d day of April A.D. 1886, the following Petition was filed with the Clerk of said Court, towit:

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

Sarah P. Wood, Plaintiff Against John A. Phillips, Jane E. Moore and W.A. Moore, her husband, Isabella Converse and Austin J. Converse, her husband, Rebecca S. Gabriel, Irvil Swartz, Elmer Crane a minor under 14 years of age, William Crane a minor under 14 years of age, Allie Crane a minor under 14 years of age, John Crane

Thomas Shugert a minor under 14 years of age and James A Shug-
gert. Defendants.

Petition No. 5090

Petition No. 5090

Plaintiff has a legal right to and is seized in fee-simple as one of the devisees of Mary M. Swartz and husband at law of Alice Gertrude Swartz, deceased, of the undivided fourth part of the undivided one half of the following real estate. (Situated in the Township of Claibourne County of Union and State of Ohio, Part of Virginia Military Survey No. 6367. Beginning at a stake or stone south east corner to Christian Coyle land, bought of John Woods, and also in the line of said Woods land, thence N. 72° E. with John Woods line 75 poles to the N. E. corner of said Woods land to a stake or stone, thence N. 18° W. with the original line of the Survey 109 poles to a hickory and red oak, original corner, thence S. 72° W. 75 poles with the original line to the corner of Christian Coyls land, thence S. 18° E 107 poles with said Coyl's line to the place of beginning containing Fifty three and one half (53½) acres of land, more or less.) Said 53½ acres of land was originally devised by Daniel Swartz to his two sons Henry Swartz and Joseph Swartz.

The plaintiff derives title through said Joseph Swartz and the said defendants John A. Phillips, Jane E. Moore and Isabella Converse are tenants in common with said plaintiff in said undivided one-half originally owned by said Joseph Swartz, in the following proportions: One-fourth of said undivided one-half belongs to said John A. Phillips who resides in Union County, Ohio. One fourth of said undivided one-half belongs to said Jane E. Moore who resides in Marshall County, Kansas and one fourth of said undivided one half belongs to said Isabella Converse, who resides in Fairfield County Ohio. Of the undivided one-half originally owned by said Henry Swartz the said defendant Rebecca S. Gabriel is entitled to dower as the relict of said Henry Swartz and subject thereto said lands descended as follows, To the said Orril Swartz, one third of said undivided one half who resides in Union County, Ohio. One third of said undivided one-half to Thomas Shugert a minor under fourteen years of age who resides in Union County, Ohio, subject to the estate by the curtesy of James A. Shugert therein.

One ninth of said undivided one-half to Elmer Crane, a minor under fourteen years of age who resides in Union County Ohio.

One ninth of said undivided one half to William Crane a minor under fourteen years of age, who resides in Union County, Ohio and one-ninth of said undivided one-half to Allie Crane a minor under fourteen years of age, who resides in Union County Ohio. Said last three shares subject to the estate by the courtesy of said John Crane who resides in Chicago, Illinois, Plaintiff desires to have her interest set off to her in severalty, and prays that all the rights of dower and curtesy be determined by the Court and fully adjusted, and that partition be made, or if that can not be done without manifest injury, that such proceedings may be had, as are authorized by law.

Brodrick & McCampbell, Attorneys for Plaintiff

The State of Ohio, County of Union, ss.

Praecipe.

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No. 5090

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John M. Brodrick, being sworn makes oath that he is the duly authorized attorney for said plaintiff. That said plaintiff is a non resident of and is now absent from said county of Union and that the facts stated in the foregoing petition are true as affi ant believes true. John M. Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 22" day of April A.D. 1886.

[Seal] John Z. Brugner, Clerk.

Praecipe. Clerk: Issue summons to the defendants, John A. Phillips, Irvil Swartz, Rebecca S. Gabriel, Elmer Braue, a minor under 14 years of age, William Braue, a minor under 14 years of age, Allie Braue, a minor under 14 years of age. — Huggart, a minor under 14 years of age and James A. Huggart to Sheriff of Union County, Ohio, and Isabella Converse and Austin F. Converse to sheriff of Fairfield County, Ohio retirnable according to law, Indorse, Action in Partition.

Brodrick & McCampbell, attorneys for Plaintiff.

Summons No. 5090

Afterward, on the 22" day of April, A.D. 1886. the following Summons was issued by the Clerk of said Court, to-wit:

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

We command you to notify John A. Phillips, Irvill Swartz, Rebecca S. Gabriel, Elsher Braue, a minor under 14 years of age, William Braue, a minor under 14 years of age, Allie Braue, a minor under 14 years of age, Huggart a minor under 14 years of age and James A. Huggart that they and others have been sued by Sarah P. Wood, in the Court of Common Pleas of Union County, and that unless they answer by the 22" day of May A.D. 1886 the petition of said plaintiff Sarah P. Wood against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 3rd day of May A.D. 1886. Witness my hand and the seal of said Court, this 22nd day of April A.D. 1886.

[Seal] J.Z. Brugner, Clerk.

Endorsed: In action for Partition,
Brodrick & McCampbell. Plaintiffs Atty.

Said Writ returned & filed May 3" 1886, endorsed as follows:

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

Received this Writ April 22" A.D. 1886 at 9 o'clock A.M. And pursuant to its command on the 3rd day of May A.D. 1886, I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendants John A. Phillips, Irvill Swartz, Elmer Braue, Allie Braue and James A. Huggart. And by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendants

Rebecca Gabriel, William Brane and Thomas Huggart. The defendants, Elmer Brane William Brane and Allie Brane being minors under the age of 14 years and having neither father, Mother or Guardian. I served Eliza Swartz a person with go whom the above named minors are now living, with a true copy of this summons. The defendant Thomas Huggart being a minor under the age of 14 years I served his Father James A Huggart with a true copy of this summons. Service 1.65 Mileage 4.00 Copy 2.00 Total 7.65

M. Hopkins, Sheriff.

By ——

Sheriffs Return.

Summons No. 5090

Afterward, on the 24th day of April, A.D. 1886. the following Summons was issued by the Clerk of said Court, to-wit:

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

We command you to notify Isabella Converse and Austin R. Converse, that they and others have been sued by Sara P. Wood in the Court of Common Pleas of Union County, and that unless they answer by the 22nd day of May A.D. 1886 the petition of said plaintiff Sarah P. Wood against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 3rd day of May A.D. 1886. Witness my hand and the seal of said Court, this 24th day of April A.D. 1886.

[Seal]

John L. Burgner, Clerk.

Endorsed: Injaction for partition.

Brodrick & Mc. Campbell, Plaintiff's atty.

Said Writ returned & filed May 3rd 1886, Endorsed as follows, to-wit:

Sheriffs Return. No. 5090

Sheriff's Return.

The State of Ohio, Fairfield County, ss. Received this Writ April 27th A.D. 1886 at 10 o'clock A.M. and pursuant to its command, on the 29th day of April A.D. 1886, Served the within named Defts Isabella Converse and Austin R. Converse by delivering to each one of them personally a true certified copy of this writ and of the endorsements thereon. Service 4.5 Mileage 1.60 Copys .30 Doct Rec. 25 Return & Post. 14 Total $2.75

B. E. Price Sheriff. By A. E. Perry Deputy.

Summons No. 5090

Afterward, on the 7th day of May A.D. 1886. the following Summons was issued by the Clerk of said Court, to-wit:

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

We command you to notify John Brane that he and others have sued by Sarah P. Wood in the Court of Common Pleas of Union County, and that unless he answers by the 5th day of June A.D. 1886. the petition of said plaintiff Sarah P. Wood against him filed in the Clerks Office of said Court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 17th day of May A.D. 1886.

Witness my hand and the seal of said Court, this 7th day of May A.D. 1886. [Seal]

J. L. Burgner, Clerk.

Answer No. 5090

The [illegible] Montg[illegible] o'clock [illegible] A.D. 18[illegible] the [illegible] copy.

[illegible] Sarah [illegible] John [illegible] and [illegible] That [illegible] the [illegible] That [illegible] bella [illegible] tate [illegible] said [illegible] defend[illegible] tion [illegible] and [illegible] to the [illegible] fend[illegible] mont[illegible] wife [illegible] sons [illegible] terms [illegible] ing [illegible] bate [illegible] und[illegible] death [illegible] Dann[illegible] died [illegible] Jane [illegible] his [illegible] Ann[illegible] were [illegible] his [illegible] died [illegible] the s[illegible] repre[illegible]

Sheriff's Return.

Endorsed: In action for Partition.
Brodrick & McCampbell, Plaintiffs attys.
Said Writ returned & filed May 17. 1886. Endorsed as follows, viz.:
Sheriff's Return.
The State of Ohio. } Received this Writ May 8th A.D. 1886, at 9 o'clock A.M. and pursuant to its command, on the 11 day of May A.D. 1886 I served the same by handing a true copy thereof with the endorsements thereon to said John Crane. Service .30 Mileage .40 Copy .25 Return .30 Total $1.25
Frederick Weis, Sheriff.
Chas. H. Guenther, Deputy.

Afterward, on the 21st day of May, A.D. 1886 the following answer was filed with the Clerk of said Court, to-wit:

Sarah P. Wood, Plaintiff. } State of Ohio, Union County, ss. In the Court of Common Pleas. Answer & Cross Petition.
vs.
John A. Phillips and other Defendants. } No. 5090

Now comes Irvil Swartz one of the defendants in this case and for his answer and cross-petition says: First That he denies that said plaintiff Sarah P. Wood has any interest whatever in the lands in the petition described. This defendant also denies that either the said John A. Phillips Jane E. Moore, W. A. Moore, Isabella Converse or Austin Z. Converse have either of them any estate or interest whatever in the premises in the petition described. This defendant denies that the interest of either of said defendants are properly stated in said petition. This defendant denies that the said plaintiff is entitled to partition of said lands and denies that she has any estate therein.

Second Defense and cross petition. For further defense and by way of Cross petition this defendant says: That prior to the year A.D. 1842 one Daniel Swartz grand father of this defendant owned said lands. That he made his will in the month of February 1842 and therein devised said lands to his wife Suzannah Swartz for life with remainders over to his two sons Henry and Joseph each one half thereof in fee after the termination of said life estate. Said Daniel Swartz died during the year 1842 and his said will was duly admitted to probate and record and his said widow elected to and did take under said will and she possessed said lands until her death which took place March 18th 1886. After the death of Daniel Swartz to-wit about the year 1845 said Henry Swartz died intestate leaving a widow Rebecca now intermarried with James Gabriel said Henry left no child or children but left his brothers and sisters surviving him as follows: Mary Ann his sister and John Jacob and Joseph his brothers who were his sole heirs and legal representatives and inherited his half of said lands. Afterwards the said Mary Ann died intestate leaving no child or children but leaving the said John Jacob and Joseph her sole heirs and legal representatives to whom her interest in said lands descended

in equal parts. After the death of said Mary Ann the said John Swartz died intestate leaving two children, towit: Flora and Mary who were his only heirs and legal representatives. The said Flora Swartz afterwards intermarried with one James Haggart and on or about the 26th day of August 1878 departed this life intestate leaving her husband surviving her and one child Thomas Haggart her sole heir and legal representative which child is now living and about 10 years of age and resident of Union County. The said Mary intermarried with one John Brane and on or about the 22nd day of July 1884 died intestate leaving her husband John Brane surviving her and Elmer, William and Alice Brane her three children her only heirs and legal representatives all of whom are residents of Yuma County and are under the age of 14 years. After the death of John Swartz towit; on the 22nd day of January 1869 the said Jacob Swartz died intestate leaving this defendant his sole heir and legal representative.

This defendant says that on the 29th day of May 1866 the said Joseph Swartz made his last will in the words and figures following towit: In the name of the Benevolent Father of All. I Joseph Swartz of Richwood Union County Ohio do make and publish this my last will and testament. It is my will that all my just debts and charges be paid out of my estate. Item 2- I give and devise all the residue of my estate personal and real to my wife Mary A. Swartz to be hers and her heirs forever. Item 3rd. It is my will that my wife Mary A. Swartz shall have all my interest in the farm upon which my mother now lives to which I may be entitled upon the death of my mother to be hers my wifes and her heirs forever. Item 4, I appoint and make the same Mary A. Swartz my wife executrix of this my last will and testament. In testimony whereof I have hereunto set my hand and seal this 29th day of May 1866. Joseph Swartz [Seal]

There was no other or farther provision in said will but the same was attested and properly certified. The said Joseph Swartz died on or about the 5th day of June 1866 and his will was admitted to probate and record on the 20th day of June 1866.

At the time of making said will and at the time of his death and the probate of said will the said Joseph Swartz had no child yet born to him. After the probate of said will to-wit on the 21st day of July 1866, the said Mary A. widow of said Joseph Swartz was delivered of a child which was begotten by said Joseph Swartz in his life time and which child was named Alice Gertrude and lived until the 6th day of October 1881 when she died unmarried and intestate. The said Mary A. Swartz died on or about the 8th day of June 1871 having previously executed a will by the terms of which she attempted to devise said lands to said Alice her child. The said Alice was the only child born to said Joseph Swartz and she was born after his death. This defendant says that there was no provision in said will of Joseph Swartz for said child Alice nor had any provision been made for her by settlement and no mention was made

Entry.

No 5090

Separate answer.

No 5-090

in said will and to make provison for her. This defendant says that upon the birth of said child said will of Joseph Swartz was revoked and wholly annulled by operation of law and said lands descended to said child Alice the same as if will had been made. That upon her birth the said Alice inherited said lands from her father the said Joseph Swartz. That upon the death of said Alice without issue said lands went by the laws of descent to the legal representatives of the brothers and sisters of said Joseph Swartz. That by reason thereof and by reason of his previous inheritance as herein set forth this defendant has now a legal estate in and is seized in fee simple of the undivided one half of said land. The said Thomas Huggart is seized in fee simple of the undivided one fourth of said lands.

The said William Crane Elmer Crane and Alice Crane are each seized in fee simple of the undivided one twelfth of said lands and they are tenants in common with this defendant in said lands. This defendant denies that either the said John Crane James Huggart or Rebecca Gabriel have any interest in said lands. This defendant desires to hold his interest in said land in severalty. This defendant therefore prays that full and ample hearing may be had herein and that the estate and interest of all parties may be determined as herein set forth and that partition of said lands may be made in the parts and proportions herein named. and for all such other and further relief as to the court may seem meet.

Cameron & Woodburn, Attys for Isril Swartz.

The State of Ohio.
Union County. ss. Isril Swartz being first duly sworn deposes and says that the facts stated and allegations made in his foregoing answer and cross petition are true as he believes.

Isril Swartz.

Sworn to before me and signed in my presence this 17th day of May 1886. Edward E. Cole, Notary Public.

Entry. No. 5090

Afterward on the 24th day of May A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court to-wit:

Sarah P. Wood, Plaintiff, vs John A. Phillips et al. Defendant.
Leave given Rebecca S. Gabriel to answer.

Afterward on the 5th day of June, A.D. 1886, the following answer was filed with the Clerk of said Court to-wit:

Separate answer. No. 5090

Sarah P. Wood, Plaintiff
vs
John A. Phillips et al. Defendants
of Rebecca S. Gabriel

State of Ohio. Union County, ss.
Court of Common Pleas.
Separate Answer & Cross Petition

Now comes Rebecca S. Gabriel one of the defendants by leave of the Court and for her separate answer herein to the petition of her co-defendant Isrille Swartz plaintiff and the cross-petition herein filed, says. On the 4th day of April 1843 said Rebecca S. Gabriel intermarried with

ne Henry Swartz. On the 30th day of November 1845 said Henry Swartz died leaving an infant child surviving him to which said land descended, & having been seized during said coverture of an estate of inheritance in the undivided one half of the land described in plaintiffs petition, said child of Henry Swartz died in infancy at the age of 7 months 25 days. Plaintiff is now the wife of James Gabriel and up to her marriage was from the death of said Henry Swartz, said Henry Swartz's widow. Said undivided one half whereof her said husband Henry Swartz was seized as aforesaid is now claimed by plaintiff and the codefendants of this respondent under title derived from said Henry Swartz by descent. Rebecca S. Gabriel is entitled to Dower in said undivided one half of said land described in plaintiffs petition, and she asks that her said right of Dower may be protected in whatever order is made by the Court in the premises. And if it is found by the Court that said land cannot be divided and either the plaintiff or said Ferille Swartz cross petitioner is entitled to an order of sale of said premises in partition, she on her part consents, her right to Dower disputed by said cross petitioner, being first settled, to the sale of said premises prayed for in plaintiffs and said cross petition in this cause, and waives the assignment of Dower in said premises to her, by metes and bounds or in rents and profits, and asks the Court to allow her, in lieu of said Dower, such sum of money out of the proceeds as the Court may deem to be the reasonable value of her interest in said premises. But if said land is not ordered to be sold in partition in this cause, she asks that her dower may be assigned to her therein and for such other and further relief as is equitable and proper. P. B. Cole & Son, Attys for Plff.

State of Ohio, Union County ss. } Rebecca S. Gabriel being sworn says that the facts stated and allegations contained in her foregoing pleading are as she believes true. Rebecca S. Gabriel.

Sworn to and subscribed before me this 5th day of June 1886.
J. G. Turner J.P.

Entry. Afterward, on the 8th day of June A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Sarah P. Wood, Plaintiff Against John A. Phillips et al. Defendants
This cause is consolidated with Case No. 5087 & under this 5095 number.

Entry. Afterward, on the 24th day of October, A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Sarah P. Wood, Plaintiff, Against John A. Phillips et al., Defendants.

This day came the parties and it appearing to the Court that since the last term of this Court S. S. Gardner has been by the Probate Court of Union County, Ohio duly appointed and qualified as guardian of William Crane, Allie Crane and Elmer Crane, and that James Huggart has been by the said Probate Court duly appointed guardian of Thomas Huggart, on motion of said Ferille Swartz the said guardians

answer. No. 5090

answer.

of said wards are made parties hereto and thereupon came said guardians and filed their answers herein and on behalf of said wards waived the issueing and service of summons.

Afterward on the 25th day of October A.D.1886, the following answer &c was filed with the Clerk of said Court, to-wit:

Answer. Sarah P. Wood vs John A. Phillips et al. No. 5090

Court of Common Pleas Union County Ohio. Ans. & Cross Petition of Jas. Huggert Guardian of Thomas Huggert.

The said James A. Huggert waives the issuing and service of process and by leave of Court, files this his answer and cross petition herein and says - He is the duly appointed Guardian of Thomas Huggert who is a minor under 14 years of age and the child of Eliza Huggert and himself. That said Thomas Huggert is seized in fee simple of the undivided one fourth of said lands described in the Petition as stated in the answer and Cross Petition of Isril Swartz. Said James A. Huggert asks that said matter may be determined and the interest of his said ward determined & protected by the Court and for such further relief as equity may demand. S.S. Gardiner atty. for Jas A. Huggert, Guardian.

State of Ohio. Union County, ss.

James A. Huggert being duly sworn says, the facts and allegations in the foregoing Answer & cross Petition are as he believes true. James A. Huggert.

Sworn to and subscribed before me this 23d day of October 1886.

[Seal] W. J. Rucker, Notary Public.

Afterward on the 25th day of October A.D.1886, the following ans & c was filed with the Clerk of said Court to-wit:

Answer. Sarah P. Wood vs John A. Phillips et al.

Court of Common Pleas Union Co. Ohio. Ans. & Cross Petition of S.S. Gardiner, Guardian of Wm Elmer & Alice Crane.

The said S.S. Guardiner waives the issuing and service of process & by leave of Court, files this his answer & cross Petition herein and says - He is the duly appointed Guardian of Wm Crane Elmer Crane and Alice Crane who are all minors under the age of 14 years and the children of John and Mary Crane. That his said wards are each seized in fee simple of the undivided one twelfth of the lands described in the Petition herein as set forth in the answer and cross Petition of Isril Swartz herein and are tenants in common with the said Isril Swartz & Thomas Huggart as therein stated. Said S.S. Gardiner asks that said matter may be determined by the Court - That the rights of his said wards may be determined & protected by the Court and for such further relief as equity may demand.

S.S. Gardiner. Atty for himself.

State of Ohio Union County. ss.

S.S. Gardiner being duly sworn says - The facts and allegation in the foregoing Ans & Cross Petition are as he believes true.

S.S. Gardiner

Sworn to and subscribed before me this 23rd day of October 1886.
[Seal] W. J. Rucker. Notary Public.

Afterward, on the 25th day of October A.D. 1886, the following Ans. &c was filed with the Clerk of said Court, to-wit:

Answer. No. 5090

Sarah P. Wood vs John A. Phillips et al. — Court of Common Pleas, Union Co. Ohio. Ans. & Cross Petition of Eliza Swartz.

Now comes the said Eliza Swartz and by leave of Court files this her answer and Cross Petition herein and says: She is the widow of John Swartz deceased. That said John Swartz died intestate on the 27th day of September 1855 seized during coverture of an estate of inheritance in the undivided one third of the half of said lands described in the Petition which he inherited from Henry Swartz & Mary Ann Swartz dec'd who died in about the year 1845 - as stated in the Answer and Cross Petition of Irvil Swartz herein. Said Eliza Swartz says she is entitled to dower in the undivided one third of the half of said lands and is 54 years old. She asks that her rights may be determined and protected by the court whatever order may be made in the premises and if said land should be ordered sold. That she may be allowed out of the proceeds the just and equitable value of her said dower interest and for such further relief as equity may demand. S. S. Gardiner Atty for Eliza Swartz.

State of Ohio, Union County ss.
Eliza Swartz being duly sworn says the facts and allegations in the foregoing Petition are as she believes true. Eliza Swartz.
Sworn to and subscribed before me this 23rd day of October 1886.
[Seal] W. J. Rucker, Notary Public.

Afterward, on the 26th day of October A.D. 1886, the following Demurrer was filed with the Clerk of said Court, to-wit:

Demurrer.

Sarah P. Wood vs John A. Phillip et als — To the Court of Common Pleas of Union County. Demurrer

The defendant Irvil Swartz demurs to the answer and cross petition of Rebecca Gabriel and for grounds of demurrer says. Said Answer & cross petition does not state facts sufficient to constitute a cause of Action. Cameron & Woodburn, Attys for Irvil Swartz.

Afterward, on the 4th day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

Sarah P. Wood vs John A. Phillip — This day came this cause on to be heard upon the demurrer of the said Irvil Swarts to the Answer and cross petition of the said Rebecca Gabriel and was argued by counsel and submitted to the Court. On consideration whereof the Court being fully advised in the premises do sustain said demurrer. To which ruling of the Court in sustaining said demurrer the said Rebecca Gabriel excepts and asked and had leave to file amended answer and cross petition and same filed.

amended answer.

No. 5090

afterward, on the 16th day of Nov. A.D. 1886 the following amended answer was filed with the Clerk of said Court, to-wit:

Sarah P. Wood, Plaintiff.
vs
John A. Phillip et al, Defts.

Common Pleas, Marion County.
Answer.

Now comes Rebecca S. Gabriel defendant and by leave of Court files this her amended Answer & cross-petition. She says, on the 27th day of April A.D. 1843. She intermarried with one Henry Swartz. On the 30th day of November A.D. 1845 said Henry Swartz died intestate leaving surviving him an infant son, offspring of said marriage, which son died on March 25th 1846 and having been seized during said coverture of an estate of inheritance in the undivided one half of the land in plaintiffs petition described. This defendant remained the widow of said Henry Swartz until May 28th 1847 when she intermarried with James Gabriel whose wife she now is. The said land is now claimed by her co-defendants & plaintiff by descent from said Henry Swartz. Rebecca S. Gabriel this defendant is entitled to Dower in said undivided one half of said land.

Further answering she says that the said Henry Swartz left at his decease but a small amount of personal property less than $200 in value & wholly inadequate in amount to cover the amount she would be entitled to as a years allowance of his widow for support of herself and infant child and nearly all of it was such as she was entitled to have set off to her under the statute. And he left no real estate but that above described. That his said interest in land was a vested remainder in fee by devise subject to a life estate in his mother Susannah Swartz who lived until March 1886. That said vested remainder could not have been sold except at a great sacrafice, and for an insufficient amount to satisfy her just claims as such widow at that time. That no administrator was ever appointed for said Henry Swartz's estate, and the same has never been settled. That she has never received any of the allowances to which she was & is entitled as such widow.

That but for her forbearance aforesaid to push said interest to sale her co defendants could not now have any interest they claim in said undivided half of said land pertaining to Henry Swartz.

And that now she has an equitable interest in said lands, by reason of above facts, which she asks may be protected in any order made by the court and that her said lien & interest therein may be preserved to her. The delays in pushing her claim were necessary owing to the small value of the property at date of Henry Swartz's death. It was necessary to delay until Susannah Swartz death in order that the said interest in land might be sold without sacrifice. And a administration was not sooner advisable on that account. Said Rebecca S. Gabriel further prays that her right of Dower above stated may be protected in whatever order is made by the court. And that her equitable lien for her dues as widow of Henry Swartz may be protected.

And that her dower may be assigned to her in said premises

+ for such other and further relief as may be equitable in the premises.
P.B. Cole & Son attys for Rebecca S. Gabriel.

State of Ohio, } Rebecca S. Gabriel defendant being sworn says the
Union County ss. } facts stated and allegations in her foregoing pleading are as she believes
true.
Rebecca S. Gabriel.
Sworn to and subscribed before me this 13 day of November A.D. 1886.
Notary fee .25 A.H. Beightler Notary Public.

Afterward on the 17 day of Nov. A.D. 1886. the following Demurrer was filed with the Clerk of said Court to-wit:

Sarah P. Wood Plff. } In the Court of Common Pleas of Union County
vs } Ohio.
Demurrer. John H. Phillip et al. Defts. } Demurrer.

The defendant Isril Swartz demurs to the Amended Answer and cross petition of Rebecca Gabriel. because the same does not contain fact sufficient to constitute a defense to said Isril Swartz cross petition and does not contain sufficient fact to entitle said Rebecca Gabriel to the relief therein demanded 2nd The facts stated in said answer and cross petition are not sufficient to entitle said Rebecca Gabriel to any part of the lands described in the petition or the proceeds thereof. 3rd Because the said Pretender's claim is bound by the Statute of Limitation. Cameron & Woodburn, Attys for Isril Swartz.

Afterward on the 18 day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Sarah P. Wood, Plaintiff } No 5090
vs } Union Com. Pleas. Entry.
Entry. John A. Phillip et als. Defendants
No. 5090 This day came this cause on to be heard upon the demurrer of the said Isril Swarts to the amended answer and cross petition of the defendant Rebecca S. Gabriel and was argued by counsel and submitted on consideration whereof, the Court being fully advised in the premises, do sustain said demurrer to which ruling of the Court in sustaining said demurrer the said Rebecca S. Gabriel excepts and not wishing to plead further gave notice of appeal and bond was fixed at $100.—

Writ of Partition No. 5090

Afterward on the 19 day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Sarah P. Wood Plff.
vs
Entry. John A. Phillip et als. Defts. } No. 5090
No. 5090 } This cause having been heretofore consolidated with the case of Rebecca S. Gabriel vs Isril Swartz et al as No. 5087. was this day submitted to the Court upon the pleadings of the parties. On consideration whereof the court being fully advised in the premises do find that the said Isril Swartz is seized in fee simple of the undivided one half of the lands in the petition described.
The said William Brane is seized in fee simple of the undivided one twelfth part of said premises. The said Elmer Brane is seized

in fee simple of the undivided one twelfth part of said premises.
The said Alice Braue is seized in fee simple of the undivided one twelfth part of said premises. The said Thomas Huggart is seized in fee simple of the undivided one fourth part of said premises.
The court finds that all the defendants have had due and legal notice of the pendency and demand of the crop petition of said Iril Swartz.
The court finds that said Iril Swartz is entitled to have partition of said lands as prayed for in his crop petition and that none of the other plaintiffs or defendants have any estate or interest in said lands except as herein stated and that neither the said Rebecca S. Gabriel or Eliza Swartz have any right of dower in said lands.
It is therefore ordered adjudged and decreed that partition of said estate be made in favor of all parties in interest and W. H. Bankright, James Cutler and S. J. Williams three judicious and disinterested freeholders of the vicinity are hereby appointed commissioners to make the same. And it is ordered that a writ of partition issue to the Sheriff of Union County commanding him that by the oaths of the commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are severally above found entitled. And of his proceedings herein said Sheriff is ordered to make due return. The said Rebecca S. Gabriel gave notice of her intention to appeal this case to the circuit court and the court here fix the bond for appeal at $100.00

Afterward, on the 19th day of Nov. A.D. 1886 the following Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition. No. 5090

State of Ohio,
Union County, ss.: To the Sheriff of said County Greeting:
We command you, That without delay, by the oaths of W. H. Bankright and S. J. Williams you cause partition to be made of the following described premises, situate in the Township of Claibourne, County of Union and State aforesaid, to-wit: Part of Virginia Military Survey No. 6307. Beginning at a stake or stone South east corner to Christian Gouls land bought of John Woods and also in the line of said Woods land; thence S. 72° E. with John Woods line 75 poles to the N. E. corner of said Woods land to a stake or stone; thence N. 18° W. with the original line of survey 107 poles to hickory and red oak original corner; thence S. 72° W. 75 poles with the original line to the corner of Christian Gouls land; thence S. 18° E. 107 poles with said Gouls line to the place of beginning containing fifty three and one-half (53½) acres of land more or less, among the persons named herein and in the following proportions, to-wit: to Iril Swartz one half part, to William Braue one twelfth part to Alice Braue one twelfth part, to Elmer Braue one twelfth part to Thomas Huggart one fourth part. in pursuance of an order lately made in our Court of Common Pleas, within and for said County of Union, in a certain civil action, wherein the said Sarah P. Wood is plaintiff, and the said Iril Swartz & others are Defendants: and that your proceedings in the premises you distinctly

certify under your hand, to our said Court forthwith, Witness my name and the Seal of said Court of Common Pleas, at the Court House in Marysville O. this 19th day of November A.D. 1886.

[Seal] John R. Burgner, Clerk.

Said Writ returned and filed Nov. 20, 1886. endorsed as follows to-wit:

Sheriffs Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of James Butler, W.H. Bonkright and J. J. Williams, causing said partition to be made, as will appear by the report of the Commissioners herewith returned. Service .30 Mileage 2.50 Executing Writ & swearing Com. 1.20 Comparing Com. 1.00 Total $5.00 Com Fees 3.00 Given under my hand this 20th day of Nov. A.D. 1886. M. Hopkins, Sheriff. By Dyer Reed, Deputy.

Commissioners Report.

Sarah P. Woods
Against
Jno. A. Phillips et al.

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

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided with out manifest injury, and we do estimate the value of the same at Seventy five Dollars per acre amounting to $4012.50. Given under our hands, this 20 day of Nov. A.D. 1886.

James Butler. W.H. Bonkright, J.J. Williams, Commissioners.

Order of Sale.

No. 5090

Sheriffs Return.

Afterward, on the 20th day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry No. 5090

Sarah P. Woods
vs
Jno. A. Phillips et al

No. 5090

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on the motion to confirm the same: and it appearing 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 Seventy five dollars per acre amounting to $4012.50. The Court find the said return and proceedings in all respect correct and in conformity to law and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said estate at its appraised value on motion of the said Sheriff Swarts 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 sheriff is ordered to return his proceedings to this court without unnecessary delay.

I approve the form of this entry. P.B. Coats.

Afterward on the 22d day of Nov. A.D. 1886, the following Order of Sale was issued by the Clerk of said Court, to-wit:

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Order of Sale.

No. 5090

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 October term, A.D. 1886 in a certain civil action, now pending in said Court, wherein Sarah P. Wood is Plaintiff and John A. Phillips, Orril Swarts et al. are defendants, we command you that, without delay, you proceed to sell, at public auction, the lands and tenements in said Petition described, to-wit: Situated in the Township of Claibourne, County of Union and State of Ohio. Part of Virginia Military Survey No. 2307, Beginning at a Stake or stone south east corner to Christian Ebrits land, bought of John Woods, and also in the line of said Woods land. Thence N. 72° E. with John Woods line 75 poles to the N. E. corner of said Woods land to a stake or stone. Thence N. 18° W. with the original line of the Survey 109 poles to a hickory and red oak, original corner, Thence S. 72° W. 75 poles with the original line to the corner of Christian Ebrits, Thence S. 18° E. 107 poles with said Ebrits, line to the place of beginning, containing Fifty three and one half (53½) acres of land more or less, appraised at $75.00 pr 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 there and there this Writ. Witness my hand and the seal of said Court, at Marysville, Ohio this 2 2nd day of November A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Sheriff's Return.

Said Writ returned & filed Feb. 5th A.D. 1887 endorsed as follows:

As commanded by this Writ, I have caused the lands and tenements herein described to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio; and on the 25 day of Dec. A.D. 1886 at 1 o'clock P.M., on said day, at the door of the Court House in said County, I offered for sale, at public auction, the lands and tenements described in this Writ; And then and there came Geo. B. Hamilton who bid for the same the sum of Three thousand two hundred and ten Dollars said sum being more than two thirds the appraised value; and he being the highest and best bidder was declared the purchaser. Service 3.00 Recording Mortgage 1.25 Copy to Printer 30 Poundage 18.02 Mortgage 2.00 Total $ 21.87 Printers Bill $ 14.00

M. Hopkins, Sheriff.

Afterward, on the 5th day of Jan. A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Sarah P. Wood,
vs
John A. Phillips et al.

In Partition.
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 for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, December 25th, 1886, at or about the hour of one o'clock p.m. of

said day the following described real estate, to-wit: Situated in the township of Claibourne, county of Union and State of Ohio, and bounded and described as follows: Part of Virginia Military Survey No. 6307. Beginning at a stake or stone, southeast corner to Christian Doul's land, bought of John Woods, and also in the line of said Wood's land; thence north 72° east with John Woods' line seventy-five poles to the northeast corner of said Woods' land to a stake or stone; thence north 18° west with the original line of survey one hundred and nine poles to a hickory and red oak, original corner; thence south 72° north 75 poles with the original line to the corner of Christian Doul's land; thence south 18° east 107 poles, with said Doul's line to the place of beginning, containing fifty-three and one-half (53½) acres of land, more or less.

Appraised at $75.00 per acre. Terms of Sale: One third cash, one third in one year, and one third in two years; deferred payments to be secured by mortgage on premises sold.

Proof of Publication — Marion Hopkins, Sheriff of Union County, O.,
Cameron & Woodburn, Attorneys. November 24, 1886 p.f. 14.00

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 24th 1886.
W. O. Shearer.

Sworn to and subscribed before me, this 5th day of Jan. 1887.
[Seal] J. L. Burgner, Clerk.

Afterward, on the 7 day of Jan. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 5090

Sarah P. Wood
vs. In partition. No. 5-090
John A. Phillip et al.

And now comes the said Irvil Swartz by Cameron & Woodburn his counsel and on his motion and on producing the report of the Sheriff of his sale made under the former order of this court and the Court being satisfied on examination that said sale has been made according to law, it is ordered that the 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 the said purchaser in fee simple. And it appearing that Rebecca Gabriel has taken an appeal from the former decision of this court in this case which appeal is now pending in the Circuit Court of this county the sum of $200.00 of the purchase money herein is ordered to remain in the hands of the sheriff until after said appeal is decided and to await the further order hereof. It is further ordered that of the balance of the proceeds of said sale the Sheriff pay first such taxes as may be a lien upon said premises taxed to $52.22 — Second, that he pay the cost of this proceeding including a counsel fee of $100.00 to Cameron and Woodburn. Third, that he pay of the balance of the cash payment and of the notes for deferred payments to Irvil Swartz one half

thereof. To Thomas Ruggart one fourth part thereof. To William Deane one twelfth part thereof. To Allie Crane one twelfth part thereof and to Elmer Crane one twelfth part thereof.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 25th day of October, in the year of our Lord, one thousand eight hundred and eighty six. Heretofore to-wit; on the 10th day of October A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:

Frederick S. Giddings, Theodore A. Phillips, Catharine Smith, Charles B. Smith, Kittie Smith, Esther D. Smith, Sella Stockley & Charles E. Stockley, Joseph W. Cummings, Fannie S. Cummings, Plaintiffs. } In the Court of Common Pleas. Union County, Ohio. Petition to foreclose Mortgage.

vs

J. J. Miller & Nancy J. Miller, Defendants. } The plaintiffs, Frederick S. Giddings, Theodore A. Phillips, Catharine Smith, Charles B. Smith, Kittie Smith, Esther D. Smith, Sella Stockley and Charles E. Stockley, Fannie S. Cummings and Joseph W. Cummings, plaintiffs herein, say that they are partners doing business in Union County Ohio under the firm name of Smith Giddings & Co. 1st And plaintiffs for a first cause of action say that the defendant J. J. Miller on the 1st day of October 1882 executed and delivered to said defendants his promissory note of which the following is a copy, to-wit:

Petition. No.

$342.00 Pottersburg O. October 1st 1882.

One year after date I promise to pay to the order of Smith Giddings & Co. Three hundred and forty two dollars at six per cent annually. Value received. J. J. Miller.

And plaintiffs say that said note with the interest thereon is due and wholly unpaid. 2nd For a second and further cause of action defendants say that said defendants J. J. Miller on said 1st day of October 1882 executed and delivered to said defendants his certain other promissory note of which the following is a true copy, to-wit:

$342.00 Pottersburg O. October 1st 1882.

Two years after date I promise to pay Smith Giddings & Co. Three Hundred and forty two dollars at six per cent annually. Value received. J. J. Miller.

Which said note with the interest thereon is due and wholly unpaid. 3d. And for a third and further cause of action plaintiffs say that said defendant J. J. Miller on said 1st day of October 1882 executed and delivered to said defendants his certain other promissory note of which the following is a copy, to-wit:

$342 00 Pottersburg O. October 1st 1882.

Three years after date I promise to pay to the order of Smith Giddings & Co. Three hundred & forty two dollars at six per cent annually. Value received. J. J. Miller.

Which said note with the interest thereon is due and wholly unpaid. 4th And for a fourth and further cause of action plaintiffs say that the defendant J. J. Miller on said 1st day of October 1882 executed and delivered to said plaintiffs his certain other promissory note of which the following is a copy to-wit:

$342 00 Pottersburg O. October 1st 1882.

On or before Oct. 1st 1886 I promise to pay to the order of Smith Giddings & Co. Three hundred & forty two dollars at six per cent. annually. Value received. J. J. Miller.

Which said note with the interest thereon will become due October 1st 1886. And for a fifth and further cause of action defendants say that on said 1st day of October 1882 said defendant executed and delivered to said plaintiff his certain other promissory note of which the following is a true copy to-wit:

$342. 00 Pottersburg O. Oct. 1st 1882

On or before Oct. 1st 1887 I promise to pay to the order of Smith Giddings & Co. Three Hundred and forty two dollars at six per cent. Annually. Value received. J. J. Miller.

Which said note with the interest thereon will become due October 1st 1887. 6th And for a sixth and further cause of action plaintiffs say that to secure the payment of said notes and interest the said defendants J. J. Miller and Nancy J. Miller his wife executed and delivered to said plaintiffs their mortgage deed conveying to them the lands therein described to-wit: The following real estate situated in the Township of Allen, County of Union, State of Ohio, and in survey No. 3151 = beginning at a stone in the center of the Allen Center & Pottersburg gravel road: North easterly corner to Survey No. 2981 and North westerly corner to Survey No. 4812 and in the southeasterly line of said survey No. 3151 thence with the line of said Survey 3151 and 4812 North S. 7 3/4° E. 90 poles to a stone in said line thence N. 45 1/2° W. 110.20 poles to a stone corner to D. Seubard, thence with one of his lines S. 5 7 3/4° W. 90 poles to a stone in the center of said Allen Center and Pottersburg gravel road, then with the center of said road S. 45 1/2° E 110.20 poles to the place of beginning, containing sixty and one fourth acres of land. The above is the same lands sold and conveyed by said Smith Giddings & Co. to said J. J. Miller and said mortgage was given to secure the purchase money therefor. Said mortgage was duly filed for record at 4 o'clock P. M. on the 29th day of November 1882 and recorded in mortgage Book No. 18 page 528 of the Record of mortgages of Union County Ohio. The conditions of said mortgage was such that if the said John J. Miller failed to pay said notes according to the tenor thereof the same should become absolute. Plaintiffs therefore pray that they may have judgment for Ten Hundred and Twenty six Dollars $1026 together with the interest on said amount from October 1st 1882. and that defendants equity of redemption in said mortgage be foreclosed. and said

Praecipe.

Summons No. 4880

Sheriff's Return.

be sold according to law and the proceeds of said sale applied first to the payment of the costs herein, second, any taxes that may be due, and third the said sum of $1026.00 and the interest aforesaid and any surplus remaining be brought into court to be applied to the payment of the notes and interest hereafter to become due. J.W. Cummings atty for plaintiffs.

State of Ohio
Lucas County } ss.

Joseph W. Cummings being duly sworn says that he is one of the plaintiffs in the foregoing petition, and that the facts therein stated are true as he believes. J.W. Cummings.

Subscribed and sworn to before me this 6th day of October 1885. [Seal] J.K. Hamilton. Notary Public, Lucas County Ohio.

Frederick S. Giddings et al. Plffs.
vs
John J. Miller et al. Defendants } Court of Com Pleas Union Co. Ohio.

Praecipe. Praecipe.

The clerk of said court will issue summons directed to the sheriff of said County returnable according to law, for J.J. Miller and Nancy J. Miller, amount claimed now due $1026.00 with interest from October 1st 1882. Amount to become due October 1st 1886, $342.00 and interest from October 1st 1882, and Amount to become due October 1st 1887 $342.00 with interest from October 1st 1882, and for foreclosure of mortgage and sale of property.

J.W. Cummings, atty. for Plaintiffs.

Afterward, on the 10th day of October A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:

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

No. 4880 — We command you to notify J.J. Miller and Nancy J. Miller that they have been sued by Frederick S. Giddings et al. in the Court of Common Pleas, of Union County, and that unless they answer by the 7th day of November A.D. 1885 the petition of said Frederick S. Giddings 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 19th day of October A.D. 1885. Witness my hand and the seal of said Court, this 10th day of October, A.D. 1885.

J.L. Burgner, Clerk.

Endorsed: In action for Foreclosure of Mortgage and sale of property. Amount claimed now due $1026.00 with int. from Oct 1st 1882. Amount to become due Oct 1st 1886, $342.00 and int. from Oct 1 1882, Amount to become due Oct 1st 1887, $342.00 with int. from Oct 1 1882.

J.W. Cummings, Plaintiffs Attorney.

Said Writ returned and filed Oct 19th A.D. 1885, endorsed as follows, to-wit:

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

Received this Writ Oct. 12th A.D. 1885, at 12 o'clock M. and pursuant to its command, on the 17th day of Oct. A.D. 1885,

I served the same by leaving a true copy of this summons with endorsements thereon at the usual place of residence of the within named defendants. Service .45 Mileage 1.44 Cop. .40 Total $2.29 M. Hopkins, Sher.
By A. H. Goodwin. Deptty.

Afterward, on the 21 day of Oct. A.D. 1885. the following Entries were made on the Journal by the Clerk of said Court, to-wit:

Entries

Isaac Brodrick Sr. Exhr. &c. vs J. J. Miller et al — consolidated No. 4928 — F. S. Giddings et al. vs J. J. Miller et als. — under No. 4880

Fred. S. Giddings et al. vs J. J. Miller et al — consolidated with 4880 & under No 4880

Afterward, on the 5th day of Sept. A.D. 1885; the following Petition was filed with the Clerk of said Court, to-wit:

Petition No. 4880

Isaac Brodrick jr. Guardian of Ella M. Dines, Lottie A. Dines, Nannie Dines and Willie L. Dines. Plaintiff
Against
J. J. Miller, Nancy J. Miller, Smith Giddings & Co. Alexis Thompson, Elisha Thompson, Charles H. Thompson, Ira Thompson, Ulestes W. Thompson and The Farmers Bank of Union County, Ohio. Defendants. — In the Court of Common Pleas of Union County, Ohio. Petition.

Plaintiff says: That he is the duly appointed and qualified guardian, by appointment by the Probate Court, of Union County, Ohio, of the said Ella M. Dines, Lottie A. Dines, Nannie Dines and Willie L. Dines minor children of William C. Dines, deceased. Plaintiff says that as such guardian he succeeded Edward Stillings who was his predecessor as guardian of said children above mentioned. That during the time said Stillings was such guardian, to-wit: December 28th 1882, he obtained a judgement against the defendant J. J. Miller for the sum of $78.00, before L. M. Crary a Justice of the Peace for Allen Township, Union County, Ohio, That on the sixth day of January A.D. 1883 the said Edward Stillings as such guardian procured a transcript from the Docket of said Justice of the Peace and filed the same with the clerk of this court on said daly. The said defendant J. J. Miller not having personal property subject to levy and sale on execution before the said Justice of the Peace. That by virtue of filing said transcript with said clerk the said judgement became a lien on the following described real estate of said defendant J. J. Miller, to-wit: Situated in the Township of Allen, County of Union and State of Ohio, Part of Virginia Military Survey No. 3151. Beginning at a stone in the center of the Allen Center and Pottersburg Gravel road, north easterly corner to Survey No. 2981 and north westerly corner to Survey No. 4812 and in the South easterly line of said Survey No. 3151; thence with the line of said Surveys No. 3151 and 4812 N. 5-7 3/4° E. 90 poles to a stone in said line; thence N. 45 1/2° W. 110 20/100 poles to a stone corner to Leonhard; thence, with one of his lines S. 5-7 3/4° W. 90 poles to a stone in the center of said Allen Center and Pottersburg

Waiver

Precipe

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Gravel road; thence, with the center of said road, S 45½° E 110 20/100 poles to the beginning, containing sixty and one-fourth (60¼) acres of land.

That by reason of the existence of a large number of liens on said lands the same will not sell on execution unless said liens are adjusted and marshaled and the priorities thereof established by order of this court. That since said judgment was rendered there has been additional costs incurred thereon amounting to the sum of $8.20. That on the 10th day of May A.D. 1883 said defendant J.J. Miller paid on said judgment the sum of Twelve and 60/100 dollars ($12.60.) and that said judgment is still in full force, unpaid, unsatisfied and uncancelled except the said payment of $12.60.

Plaintiff says that the said Edward Stillings was appointed as guardian as aforesaid by the Probate Court of Union County Ohio, on the Third day of April A.D. 1882 and thereupon qualified and entered upon said duties and continued as such guardian until the first day of June A.D. 1883 when he resigned his guardianship to the said Probate Court of Union County which resignation was accepted by said Court, and on the 28th day of June A.D. 1883 this plaintiff was by said Court duly appointed as guardian as aforesaid and he thereupon qualified and entered upon the discharge of his duties as such guardian and is still the guardian as hereinbefore set forth. Plaintiff further says that the said defendants Nancy J. Miller Smith Giddings & Dr. Morris Thompson, Elisha Thompson, Charles E. Thompson, Ira Thompson, Wester W. Thompson and the Farmers Bank of Union County Ohio, claim some interest in or lien on said premises. Plaintiff therefore prays that all of said parties be made defendants hereto and required to set up their interest and claims, if any they have, and that the priorities of the liens on said real estate be determined, said real estate ordered sold and the proceeds thereof distributed as the interests of said parties may demand, and for all other and proper relief in the premises.

Brodrick & Mc Campbell. Attorneys for Plaintiff.

The State of Ohio
County of Union, ss.: The plaintiff, Isaac Brodrick, being sworn makes oath that the facts stated in the foregoing petition are as affiant believes true. Isaac Brodrick Jr.

Sworn to by said Isaac Brodrick jr. before me and signed by him in my presence this 5th day of September A.D. 1885
[Seal] J.L. Burgner Clerk. By W.M. Winget, Deputy.

Waiver. We hereby waive the issuing and service of summons and enter our appearance herein.
J. M. Kennedy Atty. for all Thompson Def.

Precipe. To the Clerk: Issue summons to the defendants J.J. Miller and Nancy J. Miller to the Sheriff of Union County, Ohio. Indorse action to marshal liens and sell real estate.
Brodrick & Mc Campbell. Attorneys for Plaintiff

Afterward, on the 5th day of Sep A.D. 1885: the following Sum-

mons was issued by the Clerk of said Court, to-wit:
The State of Ohio.
Summons Marion County, ss. To the Sheriff of the County of Union-Greeting:
We command you to notify J. J. Miller and Nancy J. Miller that they and others have been sued by Isaac Brodrick Jr. Guardian of Ella M. Dines Lottie A. Dines, Nannie Dines and William L. Dines in the Court of Common Pleas of Union County, and that unless they answer by the 3d day of October A.D. 1885. the Petition of said Isaac Brodrick a-gainst them filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons, on the 14th day of September A.D. 1885. Wit-ness my hand and the seal of said Court. This 5th day of Sept A.D. 1885.
[Seal] J. L. Burgner, Clerk.
Endorsed: In action to marshal liens & sell real estate.
Brodrick & McCampbell Plaintiffs Attorneys.

Sheriffs Return. Said Writ returned & filed Sept 14 A.D. 1885; endorsed as follows, to-wit:
The State of Ohio.
Union County, ss. Received this Writ Sept 5th A.D. 1885, at 2 o'clock P.M. and pursuant to its command, on the 9th day of Sept. A.D. 1885, I served the same, by handing a true copy of this summons with endorsements thereon to the within named defendant J. J. Miller and by leaving a true copy of this summons with endorsements thereon, at the usual place of residence of the within named defend-ant Nancy J. Miller. Service 75 Mileage 1.44 Cop. 40 Total 2.29
M. Hopkins Sher. By A. L. Goodwin Depty.

Waiver. Afterward, on the 10th day of Oct. A.D. 1885; the following Waiver of process was filed with the Clerk of said Court, to-wit:
Isaac Brodrick gd. &c vs J. J. Miller et al. In the Court of Common Pleas of Union County, Ohio. Waiver of Process.
The undersigned defendants in the above entitled action hereby waives the issuing and service of process, and enters its appearance herein this 25th day of September A.D. 1885.
The Farmers Bank, Marion, Ohio.
By McNeal & Wolford its Attys.

Waiver. Afterward, on the 10th day of Oct. A.D. 1885; the following Waiver of Sum-mons was filed with the Clerk of said Court, to-wit:
Isaac Brodrick gd. &c vs J. J. Miller et al. In the Court of Common Pleas of Union County, Ohio. Waiver of Service.
We, the undersigned defendants in the above entitled case hereby waive the issuing and service of summons and enter our appearance in the above entitled case this 24th day of September A.D. 1885. J. W. Cummings Admr. of Robert Smith, By Robinson & Piper his Attys.

Afterward, on the 12th day of Oct. A.D. 1885; the following answer was filed with the Clerk of said Court, to-wit:

answer No. 4880 Isaac J. J. Mil... ners d... Bank, ... say the ... in the ... and ... the su... and co... from ... for $2... ing in... issue ... Ohio, ... the re... and ... say th... force, ... interes... October ... the 10 ... prem... the p... interes... and i... of Octo... The S... Mario... defend... in the ... in and ... Notary ... made ... Isaac ... No. 4880 J. J. Mi... No. 4928 F. L. ... J. J. Mi... petiti...

answer
No. 4880

Isaac Broderick Jr. Guardian &c. Plaintiff
against
J.J. Miller et al. Defendants.

The State of Ohio, Union County ss.
In the Court of Common Pleas
Answer and Cross Petition of
The Farmers Bank of Marion, Ohio.

The defendants Robert Kerr and John J. Hane say they are partners doing business under the firm name and style of The Farmers Bank, of Marion, Ohio. and complain of the defendant J.J. Miller and say that they as The Farmers Bank aforesaid on the 4th day of May A.D. 1883 in the Court of Common Pleas of Wyandot in the County of Wyandot and State of Ohio, recovered a Judgment against the said J.J. Miller for the sum of $474.54 debt and $36. costs of suit, which said Judgment and costs bear interest as follows, interest at the rate of 8% upon $474.7 from the 4th day of May 1883 and interest at the rate of Six per cent upon $233.18 from the 4th day of May 1883. That said Judgment remaining in full force and unpaid. That defendants caused an execution to issue upon said Judgment directed to the sheriffs of Union County, Ohio, which said execution was on the 7th day of July 1883 levied upon the real estate of the defendant J.J. Miller described in the petition and became a lien on the same as of that date. These defendants say that said Judgment remains wholly unpaid and in full force, that there is now due them thereon the sum of $621.67 with interest on $355.45 at the rate of eight per cent from the 10th day of October 1885 and interest on $267.22 at the rate of six per cent from the 10 day October 1885. Wherefore these defendants pray that the premises in the petition described may be sold and that out of the proceeds thereof they may be paid the said sum of $621.67 with interest at eight per cent upon $355.45 from the 10th day of October 1885 and interest on $267.22 at the rate of Six per cent from the 10th day of October 1885. together with costs of suit and for all proper relief.

The Farmers Bank By McNeal Wolford and A.F. Carpenter Attys.

The State of Ohio,
Marion County, ss. John J. Hane being sworn says he is one of the defendants composing The Farmers Bank, that the allegations contained in the foregoing cross petition are as he believes true. John J. Hane

Sworn to before me by John J. Hane and by him subscribed in my presence this 10th day of October. 1885.
Notar [Seal] Geo. D. Copeland, Notary Public in & for O.
Notary Fees 25 cts. pd. by J.J. Hane

Afterward, on the 12th day of Nov. A.D. 1885 the following entry was made on the Journal by the Clerk of said Court, to wit:

Isaac Broderick Guard.
No. 4880 vs
J.J. Miller et als
and
No. 4928 F.S. Giddings et al.
vs
J.J. Miller et al.

Consolidated

In Foreclosure

This cause now coming on for hearing on the petition of the plaintiffs F.S. Giddings and others and the evidence,

the court find that the defendants J.J. Miller and Nancy J. Miller have been duly served with Summons in this case and that they are in default for answer and demurrer and that the allegations of the petition of F.S. Giddings et al are by the said defendants confessed to be true and that there is due the plaintiffs F.S. Giddings et al from the defendant J.J. Miller on the three first notes in the petition described as principal the sum of one thousand and twenty six Dollars ($1026.00) and as interest on the five notes in the petition described up to Oct. 1st 1885 three years at 6% payable annually the sum of three hundred sixty two and 28/100 Dollars ($362 28/100) making sum due October 1st 1885 thirteen hundred eighty eight and 28/100 Dollars ($1388.28) The court further find that in order to secure the payment of said notes the defendants J.J. Miller and Nancy J. Miller his wife executed and delivered to said plaintiffs as Smith Giddings & Co. their certain mortgage as in the petition described and on the premises therein described. That said mortgage was duly recorded in Book No. 18 on page 528 of the record 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 said plaintiffs Smith Giddings and Co. recover from the defendant J.J. Miller the said sum of thirteen hundred eighty eight and 28/100 Dollars ($1388 28/100) with int. from October 1st 1885 and their costs herein expended taxed to $ _____ And it is further adjudged and decreed that unless the defendant J.J. Miller shall within ten days from the entry of this decree pay or cause to be paid to the clerk of this court the costs in this case and to the plaintiffs herein the sum so found due as aforesaid with interest from October 1st 1885. 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.

Entry. — Order of Sale

Afterward, on the 13 day of Nov. A.D. 1885: the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Isaac Brodrick g'd &c
as
J.J. Miller et al.
No. 4880

Entry.

This day this cause came on to be heard upon the petition of the said plaintiff and the evidence, and the said defendants J.J. Miller and Nancy J. Miller still failing to answer or demur to said petition the court find that the allegations therein are confessed by them to be true, and that there is still due and owing from said defendant J.J. Miller to said plaintiff the sum of eighty six and 25/100 Dollars with six per. cent interest thereon from October 19th 1885.

The Court further find that said plaintiff has a valid lien on the premises in said petition described by virtue of the judgment therein set forth. It is therefore considered ordered and decreed by the Court that an order issue to the sheriff of Union County, Ohio, commanding him to appraise, advertise and sell said premises, as upon execution and bring the proceeds into court for further order herein

Afterward, on the 13 day of Nov. A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.
No. 4880

Isaac Brodrick &c
vs
J. J. Miller et al's.

Entry.

This day this cause came on to be heard upon the petition of plaintiff and upon the answer and cross petition of The Farmers Bank of Marion Ohio, and the evidence and the defendants J. J. Miller or wife still failing to answer or demur to the answer & cross petition of The Farmers Bank of Marion Ohio, the Court find that the allegations therein are confessed by them to be true and that there is still due and owing from the defendant J. J. Miller to said Farmers Bank of Marion Ohio upon the judgment in said answer and cross petition set forth, the sum of Six Hundred & Twenty one & 67/100 dollars with interest @ 8% upon Three Hundred & Fifty five & 45/100 dollars from the 10 day of October 1885 and interest @ 6% upon Two Hundred & Sixty-seven & 22/100 from the 10 day of October 1885 together with costs of suit. The Court further find that said Farmers Bank of Marion Ohio, has a valid lien upon the premises in said petition described, which lien dates from the 4 day of July 1883, by virtue of said Judgment and by virtue of a levy upon said premises made on said 9 day of July 1883. It is therefore considered ordered and adjudged by the Court that an order issue to the sheriff of Union County Ohio commanding him to cause said lands 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 this Court as to the distribution thereof.

Afterward, on the — day of Oct. A.D. 1885, the following Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale

The State of Ohio,
Union County, ss. 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 12 day of Nov. A.D. 1885, in the cause of Isaac Brodrick Guard. &c — Plaintiff, and J. J. Miller et al Defendants, said F. S. Giddings et al. obtained a judgment or decree against the said J. J. Miller for the sum of thirteen hundred & eighty eight and 28/100 Dollars, and — 100 Dollars costs of suit: and whereas, it was then and there by said Court ordered, adjudged and decreed, that the said J. J. Miller shall within — days from the 1st day of Oct., A.D. 1885, pay unto the said F. S. Giddings & Co. the said sum of thirteen hundred and eighty eight and 28/100 Dollars with interest from 1st day of Oct., A.D. 1885, at the rate of — per. cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating Judgements and executions at law, to sell the real estate described in Plaintiffs petition, &c.: And whereas, the ten days aforesaid have fully expired and the said sum of $1388.28 with interest and costs have not been paid as aforesaid, as appears to us of

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 Allen, county of Union and State of Ohio: and in Survey No. 3151: beginning at a stone in the centre of the Allen Centre & Pottersburg gravel road, North easterly corner to Survey No. 2981 and north Westerly corner to Survey No. 4812 and in the South Easterly line of said Survey No. 3151. Thence with the line of said Survey 3151 and 4812 north 5-7 2/7° E. 90 poles to a stone in said line. Thence N. 45 1/2° W. 110.20 poles to a stone corner to B. Lenhyd. Thence with one of his lines S. 5-7 3/7° W. 90 poles to a stone in the centre of said Allen Centre and Pottersburg gravel road. Thence with the centre of said road 45 1/2° E 110.20 poles to the place of beginning containing sixty and one fourth acres of land.

We Therefore Command You That you proceed to carry said Order, judgment and decree into execution agreeably to the tenor thereof, and that you exhorce 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 - day of Oct. A.D. 1885.

J. L. Kirquer, Clerk.

Sheriffs Return

Said Writ returned and filed Nov. 30 A.D. 1885; endorsed as follows, to-wit:

The State of Ohio, }
Union County, ss. } In obedience to the command of the Order of Sale hereto annexed, I did on the 30 day of Nov. 1885, summon Lester M. Kline, Eli Norveil, Joshua Norveil, 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 30 day of Nov. A.D. 1885, said appraisers returned to me, under their hands and Seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at forty five Dollars per acre. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 30 day of November 1885, I returned this Writ for want of time to advertise.

M. Hopkins, Sheriff.

Sheriffs Return. No. 4880

Alias Order of Sale.

No.

Afterward, on the 18 day of January, A.D. 1886, the following Order of Sale was issued by the Clerk of said Court, to-wit:

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 12 day of Nov. 1885, S. & Giddings et al. obtained a judgment or decree against J. J. Miller et al. for the sum of Eighteen hundred eighty eight and 28/100 Dollars, and - 100 Dollars, costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed that the said J. J. Miller

within ten days from the 12th day of Nov. A.D 1885 pay unto the said S.S. Giddings et. al. the said sum of Thirteen hundred and eighty eight and $\frac{28}{100}$ Dollars, with interest from the 1st day of Oct. 1885 and costs aforesaid, and upon default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in the Plaintiffs petition &c. and whereas the ten days aforesaid, have fully expired, and the said sum of $1388.$\frac{25}{}$ 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 - day of A.D 1886 the following lands and tenements were appraised, advertised and offered for sale, to-wit: Situated in the Township of Allen, County of Union, State of Ohio and in Survey No. 3151: beginning at a stone in the centre of the Allen Centre & Pottersburg gravel road, north easterly corner to Survey No. 2981 and north Westerly corner to Survey No. 4812 and in the South easterly line of said Survey No. 3151. Thence with the line of said Survey 3151 and 4812 north 57¾° E. 90 poles to a stone in said line, Thence N. 45½° W. 110.20 poles to a stone corner to B. Lenhurd, Thence with one of his lines S. 57¾° W. 90 poles to a stone in the centre of said Allen Centre and Pottersburg gravel road, Thence with the centre of said road 45½° E 110.20 poles to the place of beginning containing sixty and one fourth acres of land. 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; $45.00 per acre, 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 & seal of said Court, at Marysville, Ohio, this 28th day of January A.D. 1886.

{Seal}

J.L. Burgner, Clerk.

Sheriffs Return. No. 4880

Said Writ returned & filed Feb. 23d A.D. 1886, endorsed as follows, viz:

The State of Ohio, Union County, ss. } In obedience to the command of the order of sale hereto annexed, I did on the 20th day of January 1886. cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County), said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 20th day of Feby A.D. 1886 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 20th day of Feby A.D. 1886 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 Nathan Howard who bid for the same the sum of Thirty Dollars pr. acre, and said sum being two thirds of the

appraised value thereof, and said Nathan Howard being the highest and best bidder thereof. I then and there publicly sold and struck off said lands and tenements to him for said sum of Thirty Dollars pr acre. Notice to Printer 30 Writing Notice 30 Poundage 23.00 Total $23.60 Printer's Fees $12.60
M. Hopkins Sheriff By A. H. Goodwin Deputy.

Afterward, on the 4th day of March A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Isaac Brodrick Adm'r &c
vs
J. J. Miller et al.

Court of Common Pleas, Union County, O.
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 20th, 1886, 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 and State of Ohio and bounded and described as follows: In Survey No. 3151; beginning at a stone in the centre of the Allen Centre and Pottersburg gravel road North easterly corner to Survey No. 2981 and northwesterly corner to survey No. 4812 on in the south easterly line of said survey No. 3151; thence with the line of said survey Nos. 3151 and 4812, north 57 3/4° E 90 poles to a stone in said line; thence north 45 1/2° west 110.20 poles to a stone, corner to D. Lenhard; thence with one of his lines south 57 3/4° W. 90 poles to a stone in the center of said Allen Center and Pottersburg gravel road; thence with the center of said road 45 1/2° E. 110.20 poles to the place of beginning, containing sixty and one fourth (60 1/4) acres. Appraised at $45.00 per acre. Terms of sale, cash.
Marion Hopkins, Sheriff.
Robinson & Piper Attorneys. Jan. 20, 1886; 5tw-st $ 12.60

Proof of Publication

The State of Ohio,
Union County, s.s. The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with Janu. 20-1886. W. O Shearer.
Sworn to and subscribed before me, this 4 day of Mar. 1886.
{Seal} J. L. Burgner. Clerk.

Afterward, on the 22 day of Feb. A.D. 1886, the following Motion was filed with the Clerk of said Court, to-wit:

No. 4880
Motion No. 4928

Isaac Brodrick Guardian etc
vs
J. J. Miller et als.
consolidated with
T. S. Giddings et als.
vs
J. J. Miller et als.

Court of Common Pleas.
Union County, Ohio.

And now come said T. S. Giddings and others by Robinson & Piper their attorneys and move the court here to set aside sale made in this case by the sheriff of said county on the 20 day of February A.D. 1886 for the following reasons to-wit: 1st That said premises were appraised to low. 2nd That sufficient notice was not given of the time and

and place of sale of said premises. 3rd That there is defect in the description of said premises as set forth in public notice of sale. 4th There are other and further reasons why said sale should be set aside.
Robinson & Piper Attorneys for S. D. Siddings & Co

Afterward, on the 15th day of Mar A.D. 1886. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. Nos. 4880 4928

Isaac Broderick Gilard etc
vs
J. J. Miller and others etc Defendants } for Foreclosure.

This day this cause came on to be heard upon motion of J. W. Cummings one of defendants to set aside sale heretofore made in this case evidence was introduced argued by counsel and submitted to the court. Whereupon the court being fully advised in the premises upon consideration do sustain said motion. It is therefore ordered by the court that said sale be and the same is hereby set aside and held for naught.

Afterward, on the 22 day of June A.D. 1886. the following Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale.

The State of Ohio,
Union County, ss. } 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 12 day of Nov. 1885 S. D. Siddings et al. obtained a judgment or decree against J. J. Miller for the sum of Thirteen hundred & eighty eight and 28/100 Dollars, and - 00/100 Dollars, costs of suit; And whereas it was then and there by said Court ordered adjudged and decreed that the said J. J. Miller within ten days from the 12th day of Nov A.D. 1885 pay unto the said S. D. Siddings & Co. the said sum of Thirteen hundred & eighty eight and 28/100 Dollars, with interest from the 1st day of Oct. 1885 and costs aforesaid, and upon default to pay the same. That an order of sale issue to the Sheriff of said County, commanding him to proceed according to the Statute regulating judgements and executions at law, to sell the real estate described in the Plaintiffs petition, &c. and whereas, the ten days aforesaid, have fully expired, and the said sum of $1388 28/100 and costs aforesaid, have not been paid or any part thereof, as appears to us of record: And whereas, under a former order of sale issued out of this Court, on the - day of A.D. 188- the following lands and tenements were appraised, advertised and offered for sale, to-wit: Situate in the Township of Allen, County of Union, State of Ohio and in Survey No. 3157: Beginning at a stone in the centre of the Allen Centre & Pottersburg gravel road, north easterly corner to Survey No. 2981 and North Westerly corner to Survey No. 4812 and in the South Easterly line of said Survey No. 3157. Thence with the line of said Survey 3157 and 4812 North 5° E. 90 poles to a stone in said line: Thence N. 45-1/2° W. 110.20 poles to a stone corner to C. Seyhurd: Thence with one of his lines S. 45 3/4° W. 90 poles to a stone in the center of said Allen Centre and Pottersburg gravel road, thence with the centre of said road 45-1/2° E 110.20 poles to the place of beginning

containing sixty and one fourth acres of land. And whereas, no sale was had under said order, we therefore command you that you proceed without delay to advertise and sell according to the Statute regulating judgements and executions at law. The said premises above described under the appraisement had under the said former order of sale to-wit: $45.00 per acre. and the money rising from said sale and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof. Witness my hand and seal of said Court, at Marysville this 22 day of June A.D. 1886.

[Seal] J.L. Burgner. Clerk.

Sheriff's Return.

Said Writ returned & filed Sept. 6 1886. endorsed as follows, to-wit:
The State of Ohio:
Union County, ss. In obedience to the command of the order of sale hereto annexed I did on the 26th day of June 1886, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 24 day of July A.D. 1886. at 1½ o'clock. 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 24 day of July A.D. 1886 at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House, and then and there came J.W. Cunnings who bid for the same the sum of Thirty eight and 50/100 Dollars, and said sum being more than two thirds of the appraised value thereof, and said J.W. Cunnings being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Thirty eight and 50/100 dollars.
Notice to Printer .30 Writing Notice .30 Mileage .96 Total 1.56 Printer's Fees 12.60

T. M. Hopkins. Sheriff.

Afterward, on the 24th day of July A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Isaac Brodrick Adm'r &c
vs
J.J. Miller, et al.

Common Pleas Court, Union County O.
Or 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, July 24th, 1886, at or about the hour of one o'clock p.m. on said day, the following described real estate, to-wit: Situated in the township of Allen, county of Union, and State of Ohio, and bounded and described as follows: Of Survey No. 3151: beginning at a stone in the center of the Allen Center and Pottersburg gravel road northeasterly corner to Survey No. 2981, and northwesterly corner to Survey No. 4812, and in the southeasterly line of said Survey No. 3151; thence with the line of said Survey No 2315-1 and 4812, north 57 3/4° east 90 poles to a stone in said line; thence north 45 1/2

Proof of Publication.

Entry.
No. 4880 & No. 4928

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west 110.20 poles to a stone, corner to L. Seuhurd; thence with one of his lines south ¾° west 90 poles to a stone in the center of said Allen Center and Pottersburg gravel road; thence with the center of said road 45½° east 110.20 poles to the place of beginning, containing forty and one-fourth (40¼) acres. Appraised at $45.00 per acre. Terms of sale Cash

Marion Hopkins, Sheriff Union County, Ohio.

Proof of Publication. Robinson & Piper, Attorneys. June 23. 1886-sev-ff. 12.60

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 June 23-1886.

N.O. Shearer

Sworn to and subscribed before me, this 24 day of July 1886.

J.L. Byrgner, Clerk.

Afterward, on the 7th day of Jan. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. No. 4880 & No. 4928

F. Broderick, Guardian,
vs
J.J. Miller and others, defendants

In Foreclosure.

On motion of F.S. Giddings and Co. defendants and on producing the return of the Sheriff of the Sale made under former order of this court; & 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 & confirmed. And it is further ordered that the said sheriff convey to the purchaser J.W. Simmings by deed according to law, the property so sold and the said purchaser is hereby subrogated to all the rights of the said lien holders in said said premises so far as they may be paid herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the clerk cause satisfaction of the mortgages herein sued on to be entered on the record thereof in the office of the recorder of said county of Union.

And this Court now coming to distribute the proceeds of said sale amounting to two thousand three hundred nineteen & 62/100 Dollars ($2319 62/100) It is ordered that the sheriff out of money in his hands pay First to the Treasurer of this county the taxes penalty and interest against said property to-wit the sum of two hundred sixteen & 5/100 Dollars $216 05/100 Secondly. The costs of this action taxed at sixty & 20/100 Dollars $60 20/100 Thirdly - To the defendants the amount found due them - F.S. Giddings & Co. with interest to the first day of October A.D. 1886. to-wit twenty one hundred twenty & 40/100 Dollars ($2120 40/100)

Attest. John L. Burgner. Clerk.
By Nellie Roney. 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 25th day of October in the year of our Lord one thousand eight hundred and eighty Six. Heretofore, to wit, on the 13th day of Oct. A.D. 1882. the following Petition was filed with the Clerk of said Court, to-wit:

Petition

Elias Johnson and Julia Johnson his wife, Plaintiffs, } Court of Common Pleas.
Against } Union County Ohio.
Richard White, Defendant. } Petition.

No. 4127

The plaintiffs say that about the year 1863. one Abraham Saylor late of said county of Union, died seized in fee simple of the following real estate to-wit= Situate in the county of Union and State of Ohio, part of Survey No. 7009 beginning at a buckeye and water beach in the line of L. Robertson, and also N.E. corner to said tract; thence with said Robertsons line S. 72 W. 76 poles to a sugar tree and beach: thence S. 18 E. 161 poles to a beech: thence N. 78 23' E. 72 poles to an ironwood and hickory sappling: thence N. 10 30' W. 164 Poles to the beginning containing 76 acres more or less. That said Abraham Saylor by his last will duly Executed, probated, and recorded in the Probate Court in said county of Union, devised said lands to his wife Mary Saylor who survived him during her natural life. That said Abraham Saylor died leaving the following children and Heirs at law, and who took said estate in fee, subject to said life estate of Mary Saylor namely= John Saylor, Samuel B. Saylor, George Saylor, Jeremiah Saylor, Scott Saylor, Moses Saylor, Aaron Saylor, sons, and Martha Saylor, Clara L. Clem, and the plaintiff Julia Johnson his daughters. That the defendant on the 14th day of October A.D. 1875 purchased and obtained a deed from said Mary Saylor for her life estate in said premises, and also since purchased the shares and interest in said real-estate of the said Moses and Aaron Saylor and of Martha Saylor and Clara L. Clem, And the said Elias Johnson purchased the shares and interest in said estate of the said John Saylor, Samuel B. Saylor, George Saylor, Jeremiah Saylor and Scott Saylor, The plaintiffs enable said purchases prior to said 14th day of October A.D. 1875, so that the plaintiffs became the owners together in fee of six-tenths, and the defendant of four-tenths of said premises. The defendant on his purchase of said life estate, to wit, on said 14th day of October A.D. 1875. took immediate and full possession of said seventy-six acres of land, and continued in possession of the same up to the — day of October A.D. 1882.

That when defendant took possession of said premises and ever since he took possession has continuously committed waste on the same. That when he took possession, a large amount of valuable green, and standing timber was on said land, nearly all of which has been cut down, removed off the land, sold and disposed of by the defendant. Defendant while in possession of said life estate, sold and removed, and caused to be removed, valuable timber from the land for rail road ties, staves and cooper stuff. Ash-butts, hickory butts, elm butts saw-logs, lumber, rails, removing fences, fire wood, and for other purposes.

2nd Defendant pastured a large number of horses and cattle

Waiver

Demurrer.

on said premises, and said stock was kept there during the winter season, and trampled the premises thus greatly injuring the same, so that by reason of said waste in the injury of said stock and the destruction of the timber the plaintiffs have been greatly injured in their estate, and the land rendered less valuable to the amount of Fifteen hundred dollars.

Plaintiffs have therefore been injured and damaged in their share of said estate in the amount of nine hundred dollars. 2nd The plaintiffs further say that the said Mary Saylor died on the 26 day of February A.D. 1882, and on said last named date, said life estate of Mary Saylor owned by the defendant, terminated, and since the termination of said life estate defendant has pastured a large number of horses and cattle on said premises to wit: twelve head of horses and about eighteen head of cattle, making Thirty head in all. The pasturing of said stock was worth One Dollar and a quarter a head per month. Defendant pastured the same for six months during said time, which pasturage was worth in all Two hundred and twenty five dollars. The plaintiffs share of the same, three fifths, owing by defendant is $135.00. 3rd That since the death of said Mary Saylor defendant has mown from said place about Thirty three tons of clover hay, worth Five dollars a ton, and of the value in all of $165.00, and converted the same to his own use. Three fifths of which belongs to plaintiff and is worth $99 Partition of said premises was made by order of court at the October Term 1882, giving to the plaintiffs together sixtenths of the land and to the defendant four-tenths of the same. Plaintiffs are entitled to judgment by reason of the premises in the sum of $1.134 Plaintiffs therefore ask judgment against defendant for said sum of $1.134, their damage so as aforesaid sustained. Porter & Porter Attys for Plffs.

Elias Johnson, one of the plaintiffs, being duly sworn, makes oath that the facts stated in the foregoing petition are true as he believes. Elias Johnson.

Sworn to by Elias Johnson, and subscribed by him in my presence, this 13th day of October A.D. 1882.

[Seal] J.L. Burgner, Clerk.

Waiver

I hereby waive the issuing and service of process in the within entitled case, and enter my appearance in the same. October 13th 1882. J.L. Cameron Attorney for R.A. White.

Demurrer.

Afterward, on the 31st day of Oct A.D. 1882. the following demurrer was filed with the clerk of said Court, to-wit:

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

Elias Johnson et al, Plffs. Against Richard White, Defts.

The said defendant demurs to the petition of the said plaintiff and for grounds says; 1st: That several causes of action are improperly joined in said petition. 2nd There is a misjoinder of parties plaintiff. 3rd Said petition does not state facts sufficient to entitle the said plaintiffs to the relief demanded in their said petition. J.L. Cameron Attorney for Defendant

Entry.
No 4127

Afterward on the 3d day of Oct A.D. 1883. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Elias Johnson and Julia Johnson, Plaintiffs.
Against
Richard White, Defendants.

No. 4127
Entry.
This day this cause came on to be heard on the demurrer to the petition of plaintiff and was argued by counsel and on consideration whereof the Court do sustain said demurrer the court holding and deciding First. That there is a misjoinder of parties plaintiff. Second that several causes of action are improperly joined therein. The plaintiffs not desiring to amend their petition the court thereupon dismissed said petition with costs, to all of which rulings and decisions of the court, the plaintiffs excepted and there and at the time excepted.
Porter & Porter.

Entry.

Afterward, on the 2d day of Feb A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Elias Johnson & Julia Johnson
vs
Richard White

No. 4127
This day on motion of Plaintiffs, the Entry made in this case at the last term of this court is so far modified, as to strike from said entry these words, and the same are stricken from said entry, to-wit: "The plaintiffs not desiring to amend their petition the court thereupon dismissed said petition with costs". The plaintiffs thereupon asked for, and obtained leave to amend their petition in 20 days from the rising of the court, and cause continued.

Amended Petition
No. 4127

Afterward on the 2d day of Feb A.D. 1884, the following Amended Petition was filed with Clerk of said Court, to-wit:

Elias Johnson, Plaintiff.
Against
Richard White, Defendant.

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

The plaintiff by leave of the court amends his petition heretofore filed in this case, and strikes out without prejudice to a new action in her favor the name of his wife Julia Johnson, and the plaintiff says that about the year 1863, one Abraham Saylor late of said county of Union died seized in fee-simple of the following real-estate to-wit: situate in the county of Union and State of Ohio, part of Survey No. 7089 beginning at a buckeye and water beach in the line of L. Robertson, and also M. E. corner to said tract: thence with said Robertson's line S. 72 W. 76 poles to a sugar tree and beech: thence S. 18 E. 161 poles to a beech; thence N. 75° 23' E. 72 poles to an iron-wood and hickory sapling; thence N. 10° 30' W. 164 poles to the beginning containing 78 acres more or less. That said Abraham Saylor by his last will duly executed probated, and recorded in the Probate Court in said county of Union, devised said lands to his wife Mary Saylor who survived him during her natural life. That said Abraham Saylor died leaving the following children and heirs-at-law and who took said estate in fee, subject to said life-estate of Mary Saylor namely: John Saylor, Samuel B. Saylor, George Saylor, Jeremiah Saylor, Scott Saylor, Moses Saylor, Aaron Saylor, sons, and Martha Saylor,

Clara L. Clem, and Julia Johnson, wife of plaintiff, his daughtees.

That the defendant on the 14th day of October A.D. 1875 purchased and obtained a deed from said Mary Taylor for her life estate in said premises, and also since purchased the shares and interest in said real estate of the said Moses and Aaron Taylor and of Martha Taylor and Clara L. Clem.

And the said plaintiff, Elias Johnson, purchased the shares and interest in said estate of the said John Taylor, Samuel K. Taylor, George Taylor, Jeremiah Taylor and Scott Taylor. The plaintiff made said purchases prior to said 14th day of October A.D. 1875, so that the plaintiff became the owner of one undivided one-half part and the defendant of fourteenths of said premises, the said Julia Johnson owning the other one-tenth part of the same. That said Mary Taylor died on the 26th day of February 1882 and on her death the life estate of defendant under his said purchase terminated. The defendant on his purchase of said life estate, to wit: on said 14th day of October A.D. 1875, took immediate and full possession of said seventy six acres of land, and continued in possession of the same up to the 12 day of October A.D. 1882. That when defendant took possession of said premises, and ever since he took possession, has continuously committed waste on the same. That when he took possession, a large amount of valuable, green, and standing timber was on said land, nearly all of which has been cut down, removed off the land, sold and disposed of by the defendant. Defendant while in possession of said life estate, sold and removed, and caused to be removed, valuable timber from the land for rail-road ties, staves, and cooper-stuff, ash-butts, hickory butts, elm butts, saw-logs, lumber, rails, removing fences, fire wood &c off said land and all without the consent of plaintiff — To the damage of plaintiff in the sum of six hundred dollars. 2nd Defendant pastured a large number of horses and cattle on said premises, and said stock was kept there during the winter season and tramped the premises thus greatly injuring the same, so that by reason of said waste, in the injury of said stock and the destruction of the timber, the plaintiff has been greatly injured in his estate, and the land rendered less valuable to the amount of Fifteen Hundred Dollars. Plaintiff has therefore been injured and damaged in his share of said estate by reason of this last injury, to-wit, said tramping by stock in the amount of One Hundred and Fifty Dollars.

Partition of said premises was made by order of the Court at the October term 1882, giving to the plaintiff one half of the land, and to the defendant Four tenths of the same. Plaintiff is entitled to judgment by reason of the premises in the sum of Seven Hundred and Fifty Dollars. Plaintiff therefore asks judgment against defendant for said sum of $750.00 his damage as aforesaid sustained.

Porter & Porter Attorneys for Plaintiff.

Elias Johnson, the plaintiff, being duly sworn, makes oath that the facts stated in the foregoing amended petition are true, as he believes.

Elias Johnson.

Sworn to by Elias Johnson and subscribed by him in my presence, this 25 day of February A.D. 1884.

[Seal] J. L. Burgner, Clerk.

Afterward, on the 30th day of Aug. A.D. 1884 the following Answer was filed with the Clerk of said Court, to-wit:

Elias Johnson, Plaintiff,
vs
Richard A. White, Dft.

In Union County Court of Common Pleas.

Answer.

answer.

Now comes the said Richard A. White, defendant and for his answer to the petition of said plaintiff says: That he denies each and every allegation and averment in said amended petition charging this defendant with wasting or damaging said premises and denies that he has committed any waste or damage to said premises whatever.

2nd Defense. That the alleged waste did not occur within four years from the filing of the Petition in this case and the same is barred by the Statute of limitations. 3rd Defense. Further answering and by way of explanation this defendant says that when he took possession of said premises under said life estate said premises were greatly reduced and run down, the fields had been planted with exhaustive crop & grains for successive years without renewing or fertilizing. The soil was exhausted. The fences ruinous, the buildings dilapidated and run down. The land of little value for any purpose. That standing and lying scattered over the fields were partly decayed logs and trees, with tangled brush wood and grubs and brier growing along the fences. That the defendant after he took possession of said land, began to improve the same. and to renew the land by seeding to grass and clover and by spreading manure and general improvement of the soil. That the defendant removed the dwarfed timber from the fields & put the buildings and fences in repair so that by the time the plaintiff got the same it was in much better condition and of much greater value than when defendant got it. The defendant did take off some timber but the same was used to pay for sawing or buying lumber to repair fences and for improvements on said farm. The defendant says that at the time said farm was divided by partition it had been so improved by the defendant as to be worth at least seven dollars more per acre on account of its improved condition than it was when defendant took the possession thereof. That said improvements were made with the full knowledge and acquiescence of the plaintiff. Wherefore the defendant asks for judgment against said plaintiff in the sum of Two hundred and fifty-two Dollars and for all proper relief.

J. L. Cameron Atty for Defendant.

State of Ohio,
Union County ss. Richard A. White being first duly sworn says the facts stated and allegations made in the foregoing answer & cross-petition are true as he believes. R. A. White.

Sworn to before me and signed in my presence this 27th day of August, 1884. Frank N. Hamilton, Notary Public.

Entry. No. 4127

Afterward, on the — day of A.D. 1884 the following Demurrer was filed with the Clerk of said Court, to-wit:

Demurrer.

Elias Johnson, Plaintiff,
against
Richard White, Defendant.

Court of Common Pleas. Union County, Ohio.

Demurrer.

Entry. No. 4127

The plaintiff demurs to the third ground of defense set up in defendants answer, and for ground thereof says that said third ground of defense does not state facts sufficient to constitute a defense to plaintiffs petition. Porter & Porter. attys for Plaintiff.

Afterward, on the 17 day of Sept. A.D. 1884 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Elias Johnson
vs
Richard White

No. 4127

Entry.

No. 4127

This day this cause came on to be heard upon the demurrer of plaintiff to the third ground of defense set up in defendants answer, and the Court being fully advised in the premises, do sustain said demurrer to which ruling Deft excepted and thereupon the defendant asked and obtained leave to amend his answer, by Tuesday the 27 day of September 1884.

Afterward on the 26 day of Jan. A.D. 1885 the following Demurrer was filed with the Clerk of said Court, to-wit:

Elias Johnson, Plaintiff.
vs
R. H. White, Deft.

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

Demurrer.

Demurrer

No. 4127

Now comes the defendant and demurs to the amended petition of said plaintiff and for grounds of demurrer, says. That the pretended cause of action to said amended petition is barred by the statute of limitations. Second- That facts sufficient to constitute a cause of action are not stated in said amended petition.

J. L Cameron. Atty for Defendant.

Afterward, on the 6 day of Feb. A.D. 1885 the following motion was filed with the Clerk of said Court, to-wit:

Elias Johnson, Plaintiff.
against
R. H. White Defendant.

Court of Common Pleas. Union County, Ohio.

Motion.

Motion.

No. 4127

The plaintiff moves the court to order the demurrer filed by the defendant against the amended petition of plaintiff on January 26 1885 to be stricken from the files, for the following reasons, to-wit: 1. The demurrer was not filed according to, or within the rules of the court; and was filed without leave of the court. 2. There has been, ever since the 30th Day of August 1884, and still is a full answer on file, and pending in the case; and in which the statute of limitations is plead as a defense in said answer. 3. The only remaining ground of demurrer to-wit "That facts sufficient to constitute a cause of action are not stated in said amended petition" was decided and adjudicated on a former demurrer filed; and disposed of in this case.

Porter & Porter Attys for Plff.

Afterward on the 19 day of Feb. A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

No. 4127

Elias Johnson Against Richard White.

This day this cause came on to be heard on the demurrer of the defendant to the amended petition of Plaintiff In consideration whereof the court overrules said demurrer and thereupon the defendant ~~xxx~~ asked and obtained leave to amend his answer instanter - amended answer filed. To which ruling of the court in over-ruling said demurr the defendant excepts.

Afterward, on the 19th day of Feb. A.D. 1885. the following Amended Answer was filed with the Clerk of said Court, to-wit:

Amended Answer

No. 4127

Elias Johnson, Plaintiff.
vs
Richard H. White, Deft.

In Union County, Court of Common Pleas.
Amended Answer

The defendant for his amended answer says. First, That none of the alleged acts of waste occurred within four years prior to the time of filing the original petition in this case and all said alleged causes of action are barred by the Statute of limitation. Second This defendant denies each and every allegation in said petition charging this defendant with waste or damage to said premises. Third This defendant having an interest in the fee of said lands did remove some timber but the same was an improvement to said lands and when partition was made that part of said lands from which said timber had been removed was set off to this defendant and the defendant did not receive any more land by reason of the timber being removed from the same. Fourth At the time of said partition the said plaintiff in his pleading claimed an account for waste but the court refused to allow the same and the judgment and action of the court in that behalf is unreversed and still in full force and the matters in this case have been thereby in said partition suit adjudicated. Fifth. That the timber removed by this defendant from said land was done by this defendant in good faith in improving the land and the same was an improvement and not a damage, so that no waste accrued or damage was done to said land. Sixth The defendant being a tenant in common in the fee of said land, for the interest of said estate improved said lands by repairing buildings and fences, clearing away logs and taking off underbrush and decayed trees and by enriching and renewing the land, so that at the time of said partition the whole of said estate was worth at least seven dollars more per acre by reason of the said Defendant's improvements, and at the time of said partition no account was taken of said improvements and the plaintiff received the benefit of them without payment therefor and this defendant made no claim for improvement because the court refused to allow any claim to be made by the defendant for waste or damage. Seventh This defendant says that as the tenant in common in said lands he made improvements on the same to the amount of six hundred dollars and that no account was taken of the same in said partition suit; and this defendant says that he is entitled to an account for the value of said improvement that the plaintiff received the benefit of the same which this defendant says was of the value to said defendant the sum of four hundred dollars. Wherefore this defendant asks an account may be had

Motion.

No.

Entry.

No. 4127

Reply.

No. 4127

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of said improvement as well as the claim of said plaintiff for waste & damage and if in the opinion of the Court, the claim of this defendant cannot now be allowed. Ques that this action be dismissed at the costs of the plaintiff and for all proper relief. J.L. Cameron, atty. for Defendant.

State of Ohio,
Union County, ss. } R. H. White defendant being sworn says the facts stated and allegations made in his foregoing answer are true as he believes. R. H. White.

Sworn to and subscribed before me this 13th day of February A.D. 1885. Edward E. Cole Notary Public.

Afterward, on the 20th day of Feb. A.D. 1885 the following Motion was filed with the Clerk of said Court, to-wit:

Motion.

Elias Johnson, Plaintiff,
against
Richard H. White, Defendant. } Court of Common Pleas, Union County, Ohio. Motion.

No.

The plaintiff now comes and moves the Court to order stricken from the amended answer of defendant, filed February 19th 1885 the Third Fifth sixth and Seventh grounds of defense set up therein because plaintiff says that each of said pretended grounds of defense contains only redundant and irrelevant matter; and each is wholly without merit as a defense. Porter & Porter, attys for plaintiff.

Afterward, on the 6th day of Mar. A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

Elias Johnson
vs
Richard White. } This day this cause, come on to be heard upon the motion of plaintiff to have the grounds of defense in defendants amended answer filed February 19th 1885, and numbered as the Third, Fifth Sixth and Seventh grounds of defense in the same, stricken from said amended answer. In consideration whereof the court do sustain said motion, and order said grounds of defense stricken from said answer. To which decision and ruling of the court the defendant excepted.

No. 4127

Afterward, on the 14th day of October, A.D. 1885, the following Reply was filed with the Clerk of said Court, to-wit:

Reply.

Elias Johnson, Plaintiff,
Against
Richard White, Defendant. } Court of Common Pleas, Union County, Ohio. Reply.

No. 4127

The plaintiff replies to the first and fourth grounds of defense set up in defendants amended answer filed February 19th 1885, and denies each and every allegation and statement made in the same.

Porter & Porter, attys for Plff.

The plaintiff, Elias Johnson, being sworn makes oath, that the facts stated in the foregoing reply are true as he believes.

Elias Johnson.

Sworn to by Elias Johnson before me, and signed by him in

my presence this - day of October A.D.1885.
(Seal) J.L. Burgner, Clerk.

Afterward, on the 24th day of October A.D.1885. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 4127

Elias Johnson, Plaintiff. vs R. H. White, Defendant. No. 4127 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: Jacob Hutchinson, John R. Taylor, John Moore, J.W. Kyle, R. Warfield, L.B. Childs, John B. Price, Oliver Shaw, R.W. Evans, J.L. Herd, A.K. Minthorn Phillip Hawn, who, being duly impannelled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said Jurors, retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit:

The State of Ohio, } October Term, A.D.1885.
Union County, ss. } To wit: October 24th 1885.

Elias Johnson et al Plaintiff, vs Richard H. White, Defendant.

We, the jury in this case, being duly impanneled and sworn do find and say that we find for the plaintiff and assess his damages at $12.40 including interest. John B. Price. Foreman.

Afterward on the 26th day of October A.D.1885. the following motion was filed with the Clerk of said Court, to-wit:

Motion. No. 4118

Elias Johnson, plaintiff, against Richard White Dft. } Court of common Pleas Union County, Ohio. No. 4118 Motion for New Trial.

Now comes the plaintiff and moves the court to set aside the verdict rendered in this case, and grant a new trial herein for the following reasons to-wit: 1. The verdict was contrary to, and was not sustained by the evidence. 2. The verdict was contrary to the law of the case. 3. There was error in the assessment of the amount of recovery, the same being substantially a finding of no damages for Plaintiff. 4. The Jury disregarded the instructions of the court. Plaintiff therefore asks that said verdict be set aside, and that a new trial be granted.

Porter & Porter, attys for Plff.

Afterward, on the 22nd day of Dec. A.D. 1885. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No.

Elias Johnson vs R. H. White. } This day this cause came on to be heard on mo. of Plff to set aside the verdict and for a new trial herein and the court being fully advised in the premises overrules said motion. It is therefore considered & adjudged by the Court that the plaintiff recover from the

Entry. No. 4127

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Application for dissolution. No. 4787½

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deft. the said sum of $12.70. And as to the question on the taxation of the costs herein made, this cause is continued.

Afterward on the 26th day of Oct. A.D. 1886. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 4127

Elias Johnson, vs R.H. White. } This day this cause came on further to be heard upon the question of costs heretofore made in this case at a former term of Court, and not heretofore adjudged in this cause, and continued until this term, and the court being fully advised in the case do consider and adjudge that each party pay the costs by him made, and that in default of payment that executions issue accordingly.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 24 day of October in the year of our Lord, one thousand eight hundred and eighty six.

Heretofore, to-wit, on the 17th day of March A.D. 1885. the following application was filed with the Clerk of said Court, to-wit:

Application for dissolution. No. 4787½

State of Ohio, Union County ss.
To the Court of Common Pleas. In relation to the Union County Farmers Insurance Company.

You petitioners Uriah Cahill, John H. Robinson, Isaac Cahil, Nathaniel Brooks, Henry Hazen, and L.H. Bechtel respectfully represent that they are the legally elected and constituted Directors of the Union County Insurance Company which company is duly incorporated under the laws of Ohio and was formed for the purpose of affording cheap insurance to its members on the cooperative or assessment plan.

The object for which the said company was formed have wholly failed and are abandoned and it has become wholly impractic[illegible] to accomplish such objects. That the principal office and place of doing business of said company is in Marysville, Union County Ohio.

Said corporation does not have a capital stock but has been doing business on the assessment plan but it is the owner of some office furniture and has due to it a large amount of unpaid assessments and is liable for same. The petitioners desire to dissolve the said corporation and wind up its affairs. The petitioners have hereto annexed a just and true inventory of all the estate and property of said corporation both legal and equitable. Said company not being the owner of any Real Estate. Your petitioners further say that the annexed schedules and statements show all the members of said corporation and the amount of debts owed by each and also the resources and liabilities of said corporation. Also the names and residence of the creditors of said corporation as required by law be shown in such cases.

Your petitioners pray the court here to cause all the necessary orders to be entered and all proper notices to be given and all proper and necessary steps to be taken to dissolve said corporation and wind up its affairs and for all such other and further reliefas the nature of the case may require and that the said corporation may be finally dissolved by order of the court. Cameron & Woodburn attys for Plaintiffs.

State of Ohio, Union County ss. } Uriah Cahill, John W. Robinson, Isaac Cahill Nathaniel Brooks, Henry Hazen and L. H. Bechtel being first duly sworn say they are the directors of said Union County Farmers Insurance Company and that the facts stated in the foregoing petition and application and in the accounts, inventories, and statements therein contained or annexed thereto are just and true so far as they know or have the means of knowing. Uriah Cahill, John W. Robinson, Isaac Cahill Nat. Brooks, L. H. Bechtel.

Sworn to before me and signed in my presence this 17th day of March 1885. Frank N. Hamilton, Notary Public. Seal

Proof of Publication.

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. No. 4787½

The State of Ohio, Union County ss.

In the matter of the Union County Farmers Insurance Company on Petition for Dissolution.

No. 4787½ Tuesday March 17-1885

Uriah Cahil and others directors of the Union County Farmers Insurance Company a corporation duly incorporated under the laws of Ohio and filed their petition vouches inventories statements and affidavits as required in the sections of Title one, Division 7 Chapter 5 of the Revised Statutes of Ohio praying for a dissolution of said corporation. Said petition and matter coming on for hearing and the court being fully advised in the premises do find that the plaintiffs constitute a majority of the duly elected and qualified directors of said corporation and that they have taken the necessary steps to entitle them to the order and reference provided for by section 3654 of the Revised Statutes of Ohio. The court on the motion and application of the plaintiffs hereby appoints George Heistand a referee in this case, and all persons interested in said corporation are hereby ordered to appear before said referee at the Auditors office in Marysville Ohio on the 20 day of June A.D. 1885 at 10 o'clock A.M. to show cause if any they have why the said corporation should not be dissolved. And the said referee is hereby authorized and required to attend at the time and place herein named and attend from day to day if occasion requires, and to take the statements and allegations if any and all persons interested and who may desire to be heard, and to reduce to writing all such statements allegations and evidence as may be offered and produced before him and to examine any and all witnesses that may be produced by any party interested including the plaintiffs and to reduce all testimony to writing and report the same to this court without unnecessary delay and to report to this court at the same time a statement of the property effects debts, credits and engagements of the said corporation and all other matters and things pertaining to its affairs.

Report of Referee.

Afterward, on the 22 day of May A.D. 1885. the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Notice is hereby given that at the February Term A.D. 1885. of the Court of Common Pleas of Huron County, Ohio. Uriah Cahill and others, as Directors of the Union County Farmers Insurance company a corporation duly incorporated under the laws of Ohio, filed in the office of the Clerk of said Court their petition, together with the proper exhibits, statements, inventories and affidavit, praying for a dissolution of said corporation, and that said Court has duly appointed George Heistand as Referee in said case. And any and all persons interested are by the order of said Court required to be and appear before said George Heistand, Referee, at the Auditor's office in Marysville, Union County Ohio, on the 20th day of June A.D. 1885, at 10 o'clock a.m. then and there to show cause, if any they have, why the prayer of said petition should not be granted and said corporation dissolved. The said Referee is duly authorized to hear all parties interested and to examine all witnesses produced, and to report to the Court without unnecessary delay.

Proof of Publication.

By Cameron & Woodburn, Attys for Petitioners.

April 1, 1885. 3w. p.f. $5.50

The State of Ohio.
Union County ss. } The undersigned being duly sworn, says that a copy of the annexed notice was published for 3 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with April 1885

W. O. Spearer

Sworn to and subscribed before me, this 22 day of May 1885.

[Seal] J. L. Burgner, Clerk.

Afterward, on the 7 day of July A.D. 1885. the following Report of Referee was filed with the Clerk of said Court, to-wit:

Report of Referee.

The directors of the Union County Insurance company on application for dissolution of its corporation. I George Heistand heretofore duly appointed as referee in this case do hereby make report that I attended at the time and place mentioned in the order of the court I attended during the entire day of June 20 1885 at the auditors office in Marysville, Union County Ohio ready able and duly qualified to hear any and all persons that might desire to be heard touching the matters mentioned in said order and that no one whatever appeared to make any objections to the dissolution of said corporation or in any manner to object to statements or prayer of said petition I attended for several days in succession subsequent to said 20" of June and no one appeared in opposition to the statement or prayer of said petition. I duly examined the applicants and the books of said corporation and I find that said petition and the several schedules thereto attached are correct and the statement therein made are true I also find that since filing said petition its said corporation collected some of its obligations. I hereto annex a schedule showing the collections made and the disbursements of said corporation since filing said petition also the amount of nominal assets and the true statement of existing liabilities not including

costs or counsel fees of this suit. In regard to the nominal costs I find that a large amount of the said assessments _____ as assets are uncollectible by process of law. I find no objection to the prayer of said petition being granted but find the objects of said corporation have failed and become wholly impractible and that it is better for all concerned that the said corporation be dissolved and a receiver be appointed to take charge of its assets and wind up its affairs.

Given under my hand and dated this 7th day of July 1885.

D. W. Herstand.

Afterward on the 7th day of July A. D. 1885 the following Receivers Bond was filed with the Clerk of said Court, to wit:

Receivers Bond

No. 4787½

Know all men by these presents that we Levi H. Bechtel and Isaac Cahil as principals and Uriah Cahil John W. Robinson and Nathaniel Brooks as sureties are held and firmly bound unto the State of Ohio in the penal sum of Three Thousand Dollars payment of which well and truly to be made we do bind ourselves our executors and administrators jointly and severally firmly by these presents signed sealed and executed by us this 7th day of July 1885. The condition of the above obligation is such that whereas the above bound Levi H. Bechtel and Isaac Cahil have been by the Court of Common Pleas of Union County and State of Ohio appointed Receivers in a certain action pending in said Court No. 4787½ wherein both Cahil and others as Directors of the Union County Farmers Insurance Company file their application for the dissolution of said corporation and whereas said corporation has this day been dissolved by order of the Court and the said Receiver appointed to wind up its affairs! Now if the said Levi H Bechtel and Isaac Cahil shall faithfully discharge their duties as such Receivers and duly account for all money received by them or either of them then this obligation shall be void otherwise to be and remain in full force and effect.

In testimony whereof the said obligees have hereunto set their hands and seals the day and year above written. Levi Bechtel [Seal] Isaac Cahill [Seal] Nathaniel Brooks [Seal] Uriah Cahill [Seal] John W. Robinson [Seal]

The above bond and sureties thereto are approved this 7th day of July A. D. 1885.

J. L. Burgner, Clerk.

The State of Ohio, Union County, ss. } Levi H. Bechtel and Isaac Cahill make a solemn oath that they will faithfully perform the duties of Receiver in the cause. Levi H. Bechtel. Isaac Cahill.

The above was signed by said Levi H. Bechtel and Isaac Cahill in my presence, and sworn to by them, this 20th day of July A. D. 1885 before me.

J. L. Burgner, Clerk.

[Seal] By W. M. Wright, Deputy.

Afterward, on the 7th day of July A. D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

In the matter of the application of Uriah Cahil and others as Directors of the Union County Farmers Insurance Company on petition for diss-

Entry

Report.

Entry. No. 4787½

lution. ex parte. No. 4787½

This day came the said Uriah Cahil and other directors of the Union County Farmers Insurance Company a corporation duly incorporated under the laws of this state and this cause come on for hearing upon the report of the referee heretofore appointed by the court and upon application for dissolution of said corporation And the Court being fully advised in the premises do find that notice of the former order of this court for all persons interested to appear befor said referee at the Auditors office in Marysville Union County Ohio on the 20th day of June 1885, and show cause if any they had why said corporation should not be dissolved was duly published for three consecutive weeks in the Marysville Tribune a news paper printed and of general circulation in said County Commencing April 1 1885 and that said referee duly attended at the time and place in said notice and order stated and that no person or persons appeared or made any objections to the prayer of said petition being granted and the court do approve and confirm said report of said Referee and the court further finds that due and legal notice has been given to all parties interested and that no objections have been made to the dissolution of said corporation and it appearing to the court that the objects of said corporation have wholly failed, and have been entirely abandoned and that it is impractible to accomplish such objects. It is therefore considered adjudged and decreed by the court that the said corporation be and the same is hereby dissolved. And it is further ordered that Levi H. Bechtel and Isaac Cahil be and they are hereby appointed Receivers in this action and as such are authorized to take immediate possession of all the estate and effects of said corporation and to collect all debts due to it and to fully wind up its affairs and it is further ordered that the said Levi H. Bechtel and Isaac Cahil Receivers as aforesaid shall before entering upon their duties as such enter into a bond with sureties to be approved by the Clerk of this Court in the sum of three thousand Dollars conditioned for the faithful discharge of the duties of their appointment and for the due accounting for all money received by them and it is further ordered that the costs of this proceeding be paid out of the assets of said corporation.

Report. Afterward, on the 12th day of Nov. A.D. 1885 the following Report was filed with the Clerk of said Court, to-wit:

The Union County Farmers Insurance Company Ex. Parte.
L. H. Bechtel and Isaac Cahil Receivers in this action report that they have received from all sources $284.27 and that they have disbursed $12.00 They further report that there is a large amount of small claims in favor of said company arising upon assessments and that the payment of the same is contested and that it will take one year further time to collect up and settle the affairs of said company. The said Receivers ask that their time be extended for one year. L. H. Bechtel and Isaac Cahill Receivers.
By Cameron and Woodburn Attys.

Afterward, on the 12th day of Nov. A.D. 1885 the following Entry was

Entry. was made on the Journal by the Clerk of said Court, to-wit:

The Directors of the Union County Farmers Insurance Company, Ex-Parte.

On motion to the court by L. H. Bechtel Isaac Cahill Recivers in this case, they are hereby allowed one year further time to collect the claims in favor of the said company and settle up its affairs and their report is hereby confirmed.

Report. Afterward, on the 20th day of Nov. A. D. 1886, the following Report was filed with the Clerk of said Court, to-wit:

In the Matter of the Directors of the Union County Ins. Co. Ex-Parte

In the Court of Common Pleas of Union County.

Levi Bechtel one of the Receivers in this case says that Isaac Cahil his co receiver has died since the time was extended for closing up the affairs of said company and that by reason of the sickness and death of said Isaac Cahil the adjustment of said affairs have been delayed and that it will be necessary to have an other years extension of time in order to enable said estate to be settled. Levi Bechtel for the above reasons moves the court to extend the time for settling for one year.

By Cameron & Woodburn Attys

Attest. John L. Burgner, Clerk.
By Nellie Robey, 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 24th day of May, in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to-wit on the 2nd day of January A. D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:

Petition No. 4415

Daniel X. Elliott Administrator De Bonis non of Estate of Sideal Ford, deceased. Plaintiff

vs

Daniel S. Ford, W. M. Ford, Lucinda (Ford) Johnson and Dora Armstrong & J. Armstrong her husband & Bank of North Lewisburg, Defendants.

Court of Common Pleas.

Union County, Ohio.

Petition.

Praecipe.

Plaintiff says, On the - day of November A. D. 1883 he was duly appointed and qualified and letters were granted to him as Administrator De Bonis Non of the Estate of Sideal Ford late of said county deceased by the Probate Court of the said County of Union. Plaintiff says that the valid debts of decedent amount to twelve hundred and three Dollars that the costs of administration will amount to about fifty Dollars that the total value of the personal estate and effects is Nothing. The said plaintiff further represents that the said Sideal Ford died seized in fee simple the following described real estate situate in the County of Union and State of Ohio. And bounded and described as follows to-wit situate in the County of Union State of Ohio in Liberty Township part of Survey No.

Waiver.

Summons.

12282 Bounded on west by Gravel road, on North East by public highway on South East by land formerly owned by Lideral G. Ford and being a triangular parcel of land containing 16 acres of land more or less - more particularly described as follows - Beginning at a stone South East corner to Survey No. 12282 - thence with the South line of said Survey S 87° W. 95 50/100 poles to a stake in the centre of a road where said survey line crosses said road thence with the centre of said road N. 25-½° E. 108 poles to a stake in the centre of said road & in the East line of Survey No. 12282 - thence with the E. line of said Survey S 35-½° E. 5-1 poles to the place of beginning containing 15 7/8 acres more or less. Plaintiff says that the said Bank of North Lewisburg has some lien on said premises and said Lucinda Ford Johnson has some special interest or claim on said premises. Plaintiff therefore asks that said Daniel S. Ford, Wm. M. Ford, Lucinda (Ford) Johnson, Dora Armstrong and J. Armstrong her husband and bank of North Lewisburg be made parties defendant to this petition that said Bank of North Lewisburg and Lucinda Ford Johnson be required to answer setting forth their interest or lien on said premises and that plaintiff further asks that the court order the sale of the said premises for the payment of said claims due from said estate the adjustment of such liens as there may exist and for all proper relief. Robinson & Piper, attorneys for Plaintiff

State of Ohio
Union County, ss: Daniel S. Elliott the plaintiff being duly sworn according to law says the facts stated and allegations in the foregoing petition are as he verily believes true. Affiant further says that the residence of the said Dora Armstrong & J. Armstrong her husband is unknown to him but he is informed and believes that they live at Sandpier, in Stark County in the State of Indiana and that services of Summons cannot be made upon the said Dora Armstrong & J. Armstrong in the State of Ohio and plaintiff desires to obtain service on the said Dora Armstrong & J. Armstrong by publication and further affiant saith not. Daniel S. Elliott

Sworn to before me by Daniel S. Elliott and by him subscribed in my presence this 2nd day of Jan. A.D. 1884

[Seal] J. L. Brugner Clerk.

Praecipe. To Clerk: Issue Summons upon the petition in the foregoing case directed to the Sheriff of Union County Ohio for Lucinda Ford Johnson returnable according to law & to the Sheriff of Logan County Ohio for William Ford (living in Middleburg) returnable according to law. Robinson & Piper attys for Plaintiff.

Waiver. I hereby waive the issuing and service of process & enter my appearance in the within case. D. S. Ford.

Summons. Afterward, on the 26th day of Feb. A.D. 1884, the following Summons was issued by the Clerk of said Court, to-wit:

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

We Command you to notify William Ford (Middleburg) that he has been sued by D. S. Elliott & Edwin De Bonis son of the Estate of

Sideral Ford Deceased in the Court of Common Pleas of Union County and that unless he answers by the 29th day of March A.D. 1884 the petition of said Plaintiff against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 10th day of March A.D. 1884.
Witness my hand and the seal of said Court, this 26th day of Feb. A.D. 1884. {Seal} J. Q. Burgner, Clerk.

Sheriff's Return. Said Writ returned and filed Mar. 10" A.D. 1884, endorsed as follows, to-wit:

The State of Ohio:
No. 4415 Logan County, ss. } Received this Writ Feby 28" A.D. 1884, at 2 o'clock P.M. and pursuant to its command, on the 7th day of March A.D. 1884 I served the same by leaving a certified copy of this writ with the endorsements thereon at the usual place of residence of the within named William Ford. Service .30 Mileage 2.40 Copy .16 Return + Postage .30 Total $3.16
H. M. Cline Shff L. Co.

Afterward, on the 26" day of Feb. A.D. 1884, the following Summons was issued by the Clerk of said Court, to-wit:

The State of Ohio,
Summons Union County, ss. } To the Sheriff of the County of Union Greeting:
We command you to notify Lucinda Ford Johnson that she has been sued by D. F. Elliott Administrator De Bonis non of ~~the~~ Estate of Sideral Ford deceased, in the Court of Common Pleas of Union County, and that unless she answer by the 29th day of March A.D. 1884, the petition of said Plaintiff 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 10th day of Feb. A.D. 1884. Witness my hand and the seal of said Court, this 26" day of Feb. A.D. 1884.
{Seal.} J. Q. Burgner, Clerk.

Sheriff's Return. Said Writ returned and filed Mar. 5" A.D. 1884, endorsed as follows, to-wit;

The State of Ohio
Union County, ss. } Received this Writ Feb. 26" A.D. 1884, at 10 o'clock A.M. and pursuant to its command, on the 4" day of March A.D. 1884 I served the same by delivering to the within named Defendant, a true copy of this writ with endorsements thereon. Service .30 Mileage 3.20 Cop. .20 Total $3.70
John Hobensack. Sheriff U. Co.

Afterward, on the 18" day of April A.D. 1884, the following Proof of Publication was filed with the Clerk of said Court, to-wit;
Dora Armstrong, and J. Armstrong, her husband, of San Pierre, in the county of Stark, in the State of Indiana, will take notice that Daniel F. Elliott, as administrator de bonis non of the estate of Sideral Ford, late of Union County in the State of Ohio, deceased, did on the 2d day of January A.D. 1884, file his petition in the Court of Common Pleas within and for Union County, in the State of Ohio, against the said Dora Armstrong + J. Armstrong her husband, and Daniel S. Ford, Wm. Ford,

Lucinda (Ford) Johnson, and the Bank of North Lewisburg, Ohio. defendants setting forth that said Daniel T. Elliot was on the — day of November A.D. 1883, duly appointed and qualified as said administrator de bonis non of said estate. That there are valid debts against said estate amounting to over $1.200. That the said Sideral Ford died seized in fee simple of the following described real estate, situate in the county of Union and State of Ohio; in Liberty township, part of survey No. 12282. Beginning at a stone at the southeast corner of survey No. 12282. thence with the south line of said survey S 57° west 95 50/100 poles to a stake in the center of the road where said survey line crosses said road; thence with the center of said road N 25 1/2°; E 108 poles to a stake in the center of said road, and in the east line of Survey No. 12.282; thence with the east line of said survey S 33 1/2°, east 51 poles to the place of beginning, containing fifteen and one-fourth acres more or less. And praying that the Court order said premises to be sold and the proceeds applied to the payment of the indebtedness of said estate. The said Dora Armstrong and J. Armstrong her husband, are notified that they are required to appear and answer said petition on or before the third Saturday after the 5th day of April next.

Daniel T. Elliott, administrator of Sideral Ford decd.

Robinson & Piper, attorneys. February 27. 1884. 29-pf. 15. 75 —

Proof of Publication

No. 4415 —

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 February 26. 1884.

W. O. Shearer

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

{Seal} J. L. Burgner. Clerk.

Afterward, on the 26 day of April A.D. 1884, the following Motion was filed with the Clerk of said Court, to-wit:

Motion.

Daniel T. Elliott Admr &c
vs
Daniel T. Ford et als.

In Union County Court of Common Pleas
Motion.

The said Lucinda Ford one of the defendants herein moves the court to require the said plaintiff to make his petition more definite and certain in this 1st That he state what debts if any he has paid. 2nd That he state what claims have been allowed by him as Administrator if any. 3d That he attach a schedule of the claims against said estate that have been presented and allowed as valid. 4th That he state the nature of the claims and whether said Libberal Ford's estate is bound thereon as surety or otherwise. 5th That he set forth the kind and nature of the liens on said land whether of judgment mortgage or otherwise. 6th That he state what other lands if any were left by said Libberal Ford and the disposition if any that has been made of the same. For cause of her motion the said Lucinda Ford says that as an heir of said Libberal Ford and claimant of said land she desires to know the above facts that

she may protect her rights and be advised what claims are involved and what answer to make.

Cameron & Woodburn, attys for Lucinda Ford, Defendant.

Afterward, on the 17th day of May A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Daniel S. Elliott Admr. etc
vs
Daniel S. Ford et als Defendants

Petition to sell land

This day this cause came on to be heard upon the motion of the defendant Lucinda Ford to require the Plaintiff to make his petition more definite & certain was argued by counsel and submitted to the court. Whereupon the court being fully advised in the premises do overrule said motion. The said defendant then asked leave of the court to file Answer for the defendant Lucinda Ford within thirty days from this date which leave was by the court accordingly granted and the cause continued.

Entry.
No. 4415

Afterward on the 3rd day of Oct A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

D. S. Elliott Admr.
vs
D. S. Ford et als.

The defendant obtained leave to file answer in 30 days from the rising of the court and cause continued at defendants costs.

Entry
No. 4415

Afterward, on the 11th day of Feb. A.D. 1885, the following Answer was filed with the Clerk of said Court, to-wit:

Answer

D. S. Elliott as Admr. of Liberal Ford, Plff.
vs
D. S. Ford et als Defts.

State of Ohio, Marion County, ss.
To the Court of Common Pleas.

Answer

Now comes Lucinda Ford one of the defendants herein and for her separate answer to the plaintiffs petition says: First—That she denies the said Daniel S. Elliott is legally appointed as administrator de bonis non of said Liberal Ford and this defendant says that said Elliott is no ~~kin~~ to said Liberal Ford and is not a creditor of his estate and that his pretended appointment was without notice to the heirs and next of kin to said Liberal Ford. This defendant denies that the said Liberal Ford had any estate left either real or personal after the Administration of Samuel Waddle his executor made his final settlement and denies that the said Liberal Ford left any debts of his unpaid. ~~And denies that the said Liberal Ford left any debts of his unpaid.~~ And denies that said Liberal Ford died seized of the land in the petition described. Second and further defense. That defendant says that said Samuel Waddel was on the 22 day of January 1879 appointed by the Probate Court of said County as executor of the will of said Liberal Ford deceased and that he duly qualified and entered upon his duties as such executor and gave notice according to law for creditors to present their claims against said estate and said Waddel continued to act as such executor until the month of February 1881 when he fully settled said estate and payed all claims that was presented

against it. This defendant further says that if any claims had been left unpaid it was the fault of creditors in not presenting them and all such claims are now barred by the Statute of Limitations. For a third defense this defendant says that in the lifetime of her father the said Sideral Ford she made an agreement with him whereby she agreed to work for and take care of him and in consideration of which she was to have the land in the Petition described. That she took the possession of said lands in the lifetime of her father and made lasting and valuable improvement thereon and that she fully complied with her contract and worked for and took care of her father during the remainder of his life and that her services in that behalf was worth much more than the said lands and this defendant has ever since held and occupied said lands and paid the taxes thereon and had the sole and exclusive control of the same. The Defendant says that land was fully paid for by her in the manner aforesaid during the life of said Sideral Ford and the possession and ownership of the same transfered to her. Fourth Defense. This defendant says that not having the legal title to said lands after the death of her father and being in equity entitled to the same on the 14 dy of April 1882, she filed in this Court a petition to grant the title to said lands and have the court to decree the same to her or that she might have judgment against said Samuel Waddle as such Administrator for her labor and service aforesaid and that she made all the heirs of said Sideral Ford as well as the said Samuel Waddel as such Administrator parties to said suit. Said suit was numbered 4000, on the records of this court. The said Samuel Waddel as such administrator appeared and filed answer to said suit and a hearing was had and upon such hearing the said court made its decree in the premises after full hearing which decree is in the words and figures following. Tuesday September 26-1882 Journal No. 12

Lucinda Ford

vs

William Ford et al.

No. 4000.

This day came the said plaintiff by her attorney, and the said defendant came not, but made default. Thereupon this cause came on to be heard upon the petition of the said plaintiff and the evidence, On consideration whereof the Court do find that the said plaintiff in the lifetime of the said Sideral Ford, worked for him and for his wife and took care of them for several years before their death, and that the said Sideral Ford was largely indebted to her for said services and that in order to pay for said services in part said Sideral Ford gave to the plaintiff the lands in the petition described and that she took possession of the same in part payment for her said services, and the said Sideral Ford promised and intended to make her a deed therefore, but was by reason of his sickness and death prevented from making said deed. The Court do further find that said plaintiffs services to her father and mother were reasonably worth more than said lands and that there was good and meritorious consideration in said Sideral Ford giving her said land in part-

payment for said services. The court do further find that in consideration of said land said plaintiff made and presented no claim against said estate of Lideral Ford and that said plaintiff being now in possession of said land is entitled in equity to have her said title quieted and put at rest. It is therefor considered ordered and decreed by the court that the said plaintiff title to said lands be and the same is hereby ordered to be quieted and put at rest and that a record of these proceedings be made, forver quieting the title to said lands to the plaintiff. And said William Ford and Dora Armstrong are hereby forever bound and enjoined, from interfering with the plaintiff, or those under or through her, in her possession, and enjoyment of said premises: and by consent of the plaintiff, the said Samuel Waddle dismissed without prejudice with his cost. It is further ordered that the Plaintiff pay the cost of these proceedings taxed to $.

This defendant says that having obtained a decree in her favor for said lands and for the title thereof she caused the said Samuel Waddel to be dismiped as she did not wish a personal judgment against him as Administrator but he continued in said case up until said decree was rendered, and the rights both of said estate and of the Defendant fully settled and determined and this defendant says that all the matters in this case have been fully adjudicated in said former suit No. 4000. Further answering this defendant says, that said Lideral Ford did not leave any debts of his own unpaid and if he had any debts they were merely as security for his son Daniel S. Ford and that said Daniel S. Ford is principal and fully solvent and that all such creditors had full notice and knowledge of the suit brought by this defendant to settle the title to said lands and none of them made any objection but suffered this defendant to go on and make costs and procure a decree for said lands and to make improvements thereon and that they are now stopped from denying her title by said decree. This defendant says the interrogations hereto attached are important and wholly within the knowledge of the plaintiff and she asks that he may be required to answer the same.

Wherefore this defendant prays that said petition be dismiped and that she may go hence and recover her costs and for all proper relief.

Cameron and Woodburn.

Attys for Sucinda Ford. Dft.

State of Ohio,
Union County, ss: Sucinda Ford defendant being first duly sworn says the facts stated and allegations made in foregoing Answer are true as she verily believes.

Sworn to before me and signed in my presence this dy of— 1885.

The defendant is requested to answer the following interrogatory. First. State the names and places of Residence of any person or persons he claims are creditors of Lideral Ford deceased and give the amount of their respective claims. Second. That he present and file in this case a schedule of the debts and liabilities of said Lideral Ford as he claims they exist.

Entry. No. 4415

Entry. No. 4415

Entry. No. 4415

Reply. No. 4415

Afterward, on the 2" day of Mar A.D. 1885. the following Entry was made on the Journal by the Clerk of said Court, to wit:

D. T. Elliott

Entry. vs

D. S. Ford et als. This cause is continued on motion and showing of the

No. 4415 defendant Lucinda Ford and at her cost. It is therefore adjudged by the Court that the defendant Lucinda Ford pay the cost of this term of Court taxed to # And in default execution issue therefor.

Afterward, on the 16" day of June A.D. 1885. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

D. T. Elliott Admr &c

Entry. vs

D. S. Ford et als. This day came the parties to this cause & there-

No. 4415 upon it appearing that this is a proper case to refer & neither party objecting & having each agreed upon Thomas B. Sutton, as Referee, the court order & decree that said Thomas B. Sutton be & he is hereby appointed Referee in this case & ordered to take testimony on the issues found & reduce the same to writing after due notice to be served by either party of the time & place of hearing the case & after full hearing of the parties report his findings upon the facts & upon the law in the premises & file with his report all the evidence submitted to him by the first day of September next & this cause is continued for that purpose.

Afterward, on the 21" day of Dec. A.D. 1885; the following Entry was made on the Journal by the Clerk of said Court, to-wit:

D. T. Elliott Admr.

Entry. vs

D. S Ford. et als. On motion leave is given the Plaintiff ten days

No. 4415 to file Reply to the defts. answer & this cause is continued under former order of reference.

Afterward, on the 7" day of Jany. A.D. 1886, the following Reply was filed with the Clerk of said Court, to-wit:

D. T. Elliott Admr. de bonis non of the estate of Sideral Ford decd. } Union County Ohio. Court of Common Pleas.

Reply. vs

D. S. Ford et als. Defts.

No. 4415 The plaintiff for Reply to the answer of the Defendants says he was duly appointed by said probate court at the request of D. S. Ford, the oldest son of said Sideral Ford & at the request of the creditors of said Sideral Ford & he is the duly qualified administrator de bonis non of said estate. 2d Said plaintiff says the said Samuel Waddle was discharged as Admr. of said estate of said Sideral Ford dec'd on the day of Feby 1881 & since that time had no interest in said estate or any authority in regard thereto & all other allegations of said answer as to said Waddle are denied. 3d She said claims allowed to-wit the claims of J. M. Jennings as Admr was not due until after said Feby 1881 & were secured by mortgage on real estate & it was not known

whether the mortgage would pay the same & said claim was not barred by the statute of limitations & the same has been admitted as a valid claim by the plaintiff. 4th The plaintiff hath no knowledge of any agreement between Lideral Ford & Lucinda Ford in regard to said real estate & therefore denies all the allegations of said answer relating thereto & further says that the pretended decree mentioned in said answer has no validity affecting the creditors of said estate & said Lucinda Ford hath no right or interest in said land by virtue of any pretended agreement or any pretended decree of the court mentioned. In said answer & the plaintiff hath no knowledge of any answer filed by said Waddle but is informed & therefore avers that said Waddle filed his answer denying that he was then the Administrator of said estate & was dismissed from said cause on that ground - said plaintiff admits that the copy of the decree of the court is correctly given. plaintiff hath no knowledge of the pretended account of said Lucinda Ford against said estate for labor & therefore denies the same - plaintiff hath no knowledge of the allegation that said Daniel S. Ford was principal of said debt & was solvent & therefore he denies the truth of said allegations - The plaintiff hath no knowledge of the allegation that said creditors of said Lideral Ford had knowledge of said suit to settle said title & made no objection &c & is informed that the same are not true & therefore he denies the same. The plaintiff in answer to the interrogatories stated in said answer say that the claims of J. W. Timmins as Admr of the estate of Robert Smith decd & the claim of the Bank of North Lewisburg which are filed in this case have been accepted & on account of which he seeks to obtain an order of sale of said land. Both of said claims are accepted subject to the decision of the probate Court. He knows of no other claims against said estate except costs and expenses.

Robinson & Piper, Attys for the Plff.

State of Ohio, Union County ss. } D. S. Elliott being duly sworn deposes & says he believes the allegations of the foregoing Reply are true.

D. S. Elliott

Sworn to before me & signed in my presence this 7 of July 1886.
(Seal) J. L. Burgner. Clerk. By W. M. Winget, Deputy.

Afterward, on the 8th day of March, A. D. 1886, the following Report was filed with the Clerk of said Court to-wit:

Report.

D. S. Elliott administrator &c
vs
D. S. Ford et al.

The State of Ohio, Union County, Court of Common Pleas. Report of Referee.

I, Thomas B. Fulton, having been appointed by the Court referee in the above entitled case at the May Term A. D. 1885, would respectfully report that on the 3rd day of November 1885 I took the oath required by law, and on the same day to take and reduce to writing the testimony offered by either party and that the taking of said testimony was adjourned until November 4th 1885 on which said day the taking of testimony was completed, which testimony is herewith filed.

As to the facts I, as said referee, would report as follows:

1st That the plaintiff D. S. Elliott is the duly appointed and qualifi-

Entry.

No. 4415

ed administrator de bonis non of the estate of Sideal Ford deceased.
2nd That Samuel Waddle was appointed executor of Sideal Ford by the last will of said Ford, and that he qualified as such on the 22 day of January 1879 and filed his final account as such executor on the 14th day of August 1880 and that said account was confirmed by the Court of Probate on the 11th day of February 1881 and said Waddle discharged as such executor. 3rd That J.W. Cummings as administrator of Robert Smith and The Bank of North Lewisburg were not parties to the suit brought by Lucinda Ford in 1882 to quiet the title to the land described in the petition herein, being case No. 4020. 4th That Sideal Ford died seized of the land described in the petition of the plaintiff.
5th That said D. S. Elliott as such administrator has accepted the claims of the Bank of North Lewisburg and J.W. Cummings as administrator of Robert Smith deceased as valid claims against the estate of Sideal Ford and that the claim of the said Cummings as such administrator is the balance unpaid on notes which were secured by mortgage, after the land securing the same had been sold and the proceeds applied on said notes, which sale took place after the final account of said Waddle as such executor had been filed. As to the law I, as said referee, would report as follows 1st That the validity of the claims accepted by said administrator as valid against the estate of Sideal Ford cannot be questioned in this proceeding, but that the same can only be done in accordance with Section 6098 of the Revised Statutes of Ohio. 2nd That as said J.W. Cummings as such administrator and The Bank of North Lewisburg were not parties to the action No. 4020 brought by Lucinda Ford to quiet the title to the lands described in the petition they are in no way bound thereby. 3rd That Lucinda Ford has no right or title to the lands described in the petition. 5th That plaintiff is entitled to an order to sell said land to pay said debts.

Respectfully Submitted.
S. B. Sutton Referee.

Afterward, on the 8th day of Mar. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.
No. 4415

D. S. Elliott Admr
vs
D. S. Ford et als.

This day came on this cause to be heard on the Report of the Referee. Whereupon the said Lucinda Ford by consent of the plaintiff & the approval of the court withdrew her claim to said land in said petition described & in lieu thereof filed her claim for services against the said estate of Sideal Ford for four hundred dollars which is allowed as a valid claim against said estate to receive the due share pro rata of said estate. The court therefore find said Report in all respects lawful & confirm the same & order said plaintiff as said Administrator to appraise by the oaths of William Jordan, Ezra Tallman & Sayl Waddell, advertise & sell according to law said lands on the terms following viz 1/3 in hand & 1/3 in one year & 1/3 in two years with interest. An allowance of $25 is made to

said Referee as compensation to be paid as part of the costs in this case.

Order of appraisement No. 9415

Afterward, on the 8th day of March A.D. 1886, the following Order of Appraisement was issued by the Clerk of said Court, to-wit:

The State of Ohio, } Com. Pleas Court,
Union County, ss. } To D. F. Elliott Admr De bonis non of the estate of Lideral Ford, late of said county deceased Greeting:

In obedience to an order and decree of the said Court, within and for said County, made this day in a certain cause, wherein you, as the Administrator of the estate of Lideral Ford, deceased are Complainant and Daniel S. Ford & others, heirs of said deceased, et al., are Defendants, you are commanded that by the oaths of William Jordan, Ezra Sallaman and Samuel Waddel, judicious and disinterested men of the vicinity and upon actual view of the premises, you cause a just valuation and appraisement to be made; and that, when so appraised, you cause to be advertised and sold at public auction, according to law, for not less than two-thirds of their appraised value, the following described premises, to-wit: Situated in Liberty Township, the County of Union and State of Ohio and bounded and described as follows, to-wit: Part of Survey No. 12282 bounded on West by Gravel road, on northeast by Public highway, on the south east by land formerly owned by Lideral Ford and being a triangular parcel of land containing 16 acres of land more or less more particularly described as follows, Beginning at a stone South East corner to Survey No. 12282 Thence with the south line of said Survey S. 57° W. 95 50/100 poles to a stake in the center of a road where said Survey line crosses. Thence with the center of said road N. 25½° E. 108 poles to a stake in the center of said road and in the east line of Survey No. 12282. Thence with the east line of said Survey S. 35-½° E. 31 poles to the place of beginning containing 15 ½ acres, more or less. said sale to be upon the following terms, to-wit: One third cash in hand one third in one year and one third in 2 years Deferred payments to bear interest from the day of sale, and to be secured by mortgage on said premises. And be it further Ordered, That you make return of your proceedings herein forthwith upon the execution of this order. Witness my Signature and the Seal of said Court at Marysville, Ohio, this 8th day of March, A.D. 1886.

(Seal) J. L. Burgner Clerk.

To the Common Pleas Court of 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 proceedings of the appraisers, hereto annexed. March 9th 1886.

D. F. Elliott Admr &c
By Robinsons and Piper his Attorneys.

The State of Ohio, } On the 9th day of March, A.D. 1886, before me personally appeared William Jordan and Ezra Sallaman Samuel Waddel within named and made solemn oath that they would, upon actual view, honestly and impartially appraise the real estate of Lideral Ford deceased, in pursuance of the foregoing order.

W. H. Jordan, Ezra Sallaman Samuel Waddel, Appraisers.

Sworn to and Subscribed before me, this 9th day of March, A.D. 1886.
Adam Wolford J.P.

In obedience to the foregoing order, after being first duly sworn and upon actual view of said premises in the foregoing order described, we, the undersigned appraisers, estimate the value of said real estate at Five hundred & thirty three Dollars.

W.H. Jordan, Egra Tallman Samuel Waddel appraisers.
March 9th, 1886. Appraisers each day 3.00 Certificate & oath, 25 Appr. 25

In pursuance of the foregoing order of sale, I give notice of sale, in due form of law, in the Marysville Tribune, a newspaper printed and in general circulation in said County, and at the time and place mentioned in said notices for said sale, to-wit: at North Door of Court House, on the 10th day of April, 1886, I offered said property at public vendue, and Nancy A. Mc. Fadden having bid therefore ($410.00) Four hundred & ten dollars, and she being the highest and best bidder, and the same being more than two thirds of the appraised value thereof, I struck off and sold the same to her for that sum.
April 12th 1886. D. S. Elliott Admr &c. By Robinson & Piper his attorneys

Afterward, on the 2d day of June, A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

D. S. Elliott, administrator, plaintiff. vs D. S. Ford and others, defendants. } Court of Common Pleas. Union Co. O. On Petition to sell land.

By virtue of the above stated writ to me directed from the Court of Common Pleas, Union County, Ohio, I will offer for sale at the north door of the court house, in Marysville, Ohio, on Saturday April 10th, 1886, about the hour of one o'clock p.m. on said day the following described real estate, to-wit: Situated in the township of Liberty, county of Union and State of Ohio, and bounded and described as follows to-wit: Part of Survey No. 12282, Bounded on west by gravel road; on northeast by public highway; on the southeast by land formerly owned by Lideral Ford, and being a triangular parcel of land, containing 16 acres of land, more or less. More particularly described as follows: Beginning at a stone southeast corner Survey No. 12282; thence with the south line of said Survey south 57° west 95 and 50/100 poles to a stake in the center of a road where said Survey line crosses; thence with the center of said road north 25½° east 108° poles to a stake in the center of said road, and in the east line of Survey No. 12282; thence with the east line of said Survey south 35½° east 51 poles to the place of beginning. Containing 15¼ acres, more or less. Appraised at $533.00

Terms of sale One-third cash, one third in one year, and one-third in two years, with six per. cent interest, to be secured by mortgage on the premises.

D. S. Elliott, Admr, etc., of Lideral Ford.
Robinson & Piper, attorneys. March 10th 1886 - Sw. P. fees 13.50

The State of Ohio, Union County, ss: The undersigned, being duly sworn, says

Proof of Publication

that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with March 10-1886 W.O. Shearer.

Sworn to and subscribed before me, this 2 day of June 1886.
[Seal] J.L. Burgner, Clerk.

Afterward on the 7th day of Apr A.D. 1886. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 4415

D. T. Elliott Admr. of the estate of Lideral Ford
vs
Lucinda Ford et als.

This day on motion of Plffs counsel and no one objecting, the plaintiff is authorized & directed by the court to take possession of the land in said petition described & rent and control to such persons as he may judge best, the said land until further order of the court & all defendants are enjoined to yield said possession on the demand of said Administrator under the penalty of contempt of court.

Afterward, on the 2nd day of June, A.D. 1886. the following Entry was made on the Journal by the Clerk of said Court to-wit:

Entry. No. 4415

D. T. Elliott Admr. etc
vs
D.L. Ford et als

Petition to sell real Estate.

This day came the plaintiff by his counsel and produces to the court the report of a sale made by the said plaintiff in pursuance of an order herein before made: And it appearing upon examination that said sale has in all respects been legally made the same is 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 him sold as aforesaid. As to all matters of distribution and all other matters in this connection this cause is passed for the further consideration of the court.

For Entry of June 2nd 1887 See Page 598. This Record.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 24th day of May in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to-wit. on the 7th day of Aug. A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:

Petition. No. 4571

The State of Ohio, Union County, Court of Common Pleas.
Henry C. Hoskins and James L. Jolliff assignees of the estate of James M. Hoskins. Plff. vs The Michigan Mutual Life Insurance Company, Bodeman and Shoenhill. H. C. Hoskins, Morris W. Hill

assignee of S.M. and A.J. Blake, Robinson & Robinson, W.H. Goukright, Wilcox Brothers, Phillip M. Haun, and Wm. M. Ayers, James M. Hoskins, Jane E. Hoskins, E.D. Pitts, J.L. Burgner Clerk Common Pleas Court Union County Ohio. Defts.

Petition.

The said plaintiffs say that on the 5th day of June A.D. 1884, the said James M. Hoskins and Jane E. Hoskins his wife, executed and delivered to the plaintiffs in trust for his creditors a certain deed of assignment and thereby conveyed to the said plaintiffs as trustees in trust for the creditors of said assignor the following described real estate situated in the County of Union, in the State of Ohio, in the Township of Leesburg and in Survey No. 3096. beginning at a stake in the Delaware and Bellefontaine road in the west line of John McAllister's land; Thence N. 9½° E. 112 76/100 poles to a stake in said line; Thence S 87½° W. 66 80/100 poles to a stake; Thence S. 9½° W. 105 32/100 poles to a stake in the middle of the aforementioned road; Thence with the middle of said road S. 87½° E. 80 ⅒ poles to an angle in the road to a stake; Thence with said road to the beginning, containing 44 acres more or less, excepting therefrom one acre heretofore sold to H. B. Hoskins, one acre to Mrs. M. A. Joseph and one acre to Simon Skeels for descriptions of which exceptions see deeds recorded in the Recorders of said Union County.

The said plaintiffs further say that they are now the duly qualified assignees of said James M. Hoskins fully qualified to act as such. The said plaintiffs further say that there is a mortgage on said tract of land above described executed by said James M. Hoskins and wife to the Michigan Mutual Life Insurance company to secure the sum of Five Hundred Dollars. Also another mortgage executed by James M. Hoskins and wife to Godman & Thornhill to secure the sum of about Three Hundred and eighty five Dollars. Also another mortgage executed by James M. Hoskins to Henry B. Hoskins to secure said Henry B. Hoskins by reason of being surety in the sum of Two Thousand eight hundred and two Dollars.

Also that S.M. & A.J. Blake recovered a judgement in the Common Pleas Court of said Union County December 26th 1883 on which there is still due about one Hundred Dollars. That Robinson & Robinson filed in the Clerk office on February 4th 1884 the transcript of a judgment obtained against James M. Hoskins before O.B. Martin a Justice of the Peace of said Leesburg Township. Said judgment without costs being Thirty four & 67/100 Dollars. That W.H. Goukright filed in the Clerks office on February 27-1884 the transcript of a judgment obtained against said James M. Hopkins before O.B. Martin a Justice aforesaid. That said Wilcox Brothers filed in the Clerks office on March 15-1884 the transcript of a judgment obtained against said James M. Hoskins before O.B. Martin a justice as aforesaid, said judgment without costs being for $28.95- That Wm. M. Ayers on the 8th day of May 1884 obtained a judgment in the Court of Common Pleas of said County against said James M. Hoskins and H. B. Hoskins for six Hundred and one & 75/100 Dollars. That a judgment for cost has been rendered against said James M. Hoskins in the District and Common Pleas Courts of said Union County Ohio. in case of J.M. Hoskins vs J.B.

W Shelpley et al. which case is now pending in the Supreme Court. That Philip M. Hawn on the 5th day of May 1884 obtained a judgment in the Court of Common Pleas of said County against said James M Hoskins, H. C. Hoskins and E. D. Pitts for the sum Five Hundred and Ninety three & 1/100 Dollars. That the said James M Hoskins and Jane E. Hoskins when they made said deed of assignment reserved all rights under the Homested and exemption laws of Ohio. The said plaintiffs further say that it would be disadvantageous to said estate to sell twelve acres thereof facing on road in one deed lots and the remainder of said land in one parcel. The said plaintiffs therefore pray that all and each of said defendants be made parties hereto. That they be required to set out their respective claims and the amounts due on each, that the Court determine the priority of the said several liens. That said plaintiffs have an order to sell said real estate in parcels as above requested. That the rights of the said James M. and Jane E. Hoskins as to exemptions be determined and for all other and proper relief in the premises.

Powell & Sutton for Plaintiffs

The State of Ohio, }
Union County ss. } James L. Jolliff being first duly sworn says that he is one of the above named plaintiffs and that he believes the facts stated and allegations of the foregoing petition are true. James L. Jolliff.

Sworn to before me and subscribed in my presence by the said James L. Jolliff this 7 day of August A.D. 1884.

O.B. Martin J.P.

Waiver of Service and Ans. & Cross-petition of Mich Mutual Life Ins. Co.

Afterward, on the 2 day of Sept. A.D. 1884 the following Cross. petition was filed with the Clerk of said Court, to wit:

Henry C. Hoskins and James L. Jolliff assignees of the estate of James M. Hoskins. pltfs. vs. The Michigan Mutual Life Insurance Company, Godeman & Thornhill, H. C. Hoskins, Morris W. Hill Assignee of M.S. A. J. Blake, Robinson & Robinson, W. H. Conkright, Wilcox Brothers, Philip M. Hawn, Wm. M Ayers, James M. Hoskins, Jane E. Hoskins, E. D. Pitts, J. L. Burgner, Clerk, Common Pleas Court, Marion County Ohio, defts.

Answer

Oct 4 1884

State of Ohio, Union County Court of Common Pleas.

Cross-petition of the Michigan Mutual Life Insurance Company defendant.

The Michigan Mutual Life Insurance Company defendant, says it is a corporation duly incorporated under the laws of Michigan and duly authorized to do business in Ohio. Defendant, The Michigan Mutual Life Insurance Company, says that the defendant James M. Hoskins and Jane E. Hoskins his wife did on the 13 day of January 1881 convey the premises in the petition described containing 44 acres more or less in Survey 3696 Leesburgh township Union County, Ohio, including the one acre alleged in the petition to have been heretofore conveyed by said James M Hoskins to H. C. Hoskins and to the one acre conveyed to Mrs. M. A. Joseph and the one acre to Simon Steele by mortgage, said conveyances having been made since the said mortgage to the Michigan Mutual Life Insurance Company was executed & delivered. The said mortgage to the Michigan Mutual Life Insurance Company was given by said James M Hoskins & wife to secure

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on payment of Five Hundred dollars according to the terms of his promissory note calling for that sum therein described, dated January 13th 1881 due January 13th 1886, payable at the Home Office of said Company, at Detroit Michigan with interest after maturity at the rate of 10% per annum payable semi-annually & to secure the payment of his ten promissory notes for interest of twenty dollars each dated January 13th 1881 and payable at the Home Office of said Company at Detroit Michigan with interest after maturity at the rate of 10% per annum payable semi-annually six of said interest notes have been paid and four remain unpaid as follows: 1st due July 13th 1884, 2nd due January 13th 1885, 3rd due July 13th 1885, 4th due January 14th 1886. Said deed of mortgage was on the 15th day of February 1881 at 4½ o'clock P.M. duly left for record with the recorder of said County of Union and became and still is a valid and existing and first lien on said premises and said defendant James M. Hoskins has not paid said Michigan Mutual Life Insurance Company the said $500 Note due January 13th 1886 & the same is still owing to said Company from said Hoskins nor the said 10 interest notes due July 13th 1884 with interest at the rate of 10 per annum payable semi-annually after maturity, nor any part thereof although it has been due for more than thirty days whereby the whole indebtedness has become due by the terms of the mortgage & the option of the mortgagee and he has not paid any part of said 5 interest notes due respectively Jany 13th 1885, July 13th 1885 and Jany 13th 1886. Wherefore the said Michigan Mutual Life Insurance Company asks that all its rights may be protected and that said property may be sold and its said claim be first satisfied out of the proceeds thereof & for such other & further relief as law & equity may require.

Edward E. Cole, Atty for the Michigan Mutual Life Insurance Company, Defendant.

State of Ohio,
Marion County, ss: Edward E. Cole being first duly sworn says that he is the attorney of The Michigan Mutual Life Insurance Company defendant duly authorized, verily that the above pleading is founded upon written instruments for the payment of money which instruments is now in affiants possession and that said defendant is a corporation duly incorporated under the laws of Michigan and that the facts stated are as affiant believes true. Edward E. Cole.

Sworn to & subscribed before me this 2nd of September 1884.

J. D. Burgner Clerk.

Answer
No. 45-71

Afterward. on the 12th day of Sept. A.D. 1884 the following Answer was filed with the Clerk of said Court, to-wit:

H. B. Hoskins et al Assignees &c. Plaintiffs.
Against
The Michigan Mutual Life Insurance Co. et al. Defendants.

In the Court of Common Pleas of Union County, Ohio.
No. 45-71
Answer of Wilcox Bros.

And now come the said defendants Wilcox Bros. and for answer to plaintiffs petition herein filed says that they are a partnership doing business in the State of Ohio and unincorporated. That on the 31st day of January A.D. 1884 they obtained judgment against said defendant J. M. Hoskins for the sum of Twenty eight and 45/100 Dollars with 6 per cent. interest thereon from said January 31st 1884. That on the 15th day of March A.D. 1884, a transcript of said judgment was duly filed in the office of the Clerk of this court and said judgment thereby became a lien on said premises described in said petition on said 15th day of March 1884. Said judgment still remains in full force unpaid and unsatisfied and no part thereof has been paid, and said judgment remains a lien on said premises. Here costs amounting to $3.45 in said judgment. These defendants ask that their rights be fully protected and for all proper relief. Brodrick & Mc. Campbell. Attorneys for Wilcox Bros.

The State of Ohio
County of Huron, ss. John M. Brodrick being sworn, makes oath that he is one of the attorneys for said defendants Wilcox Bros. duly authorized, that said defendants are non-residents of said county of Huron and are now absent therefrom, and that the facts stated in the foregoing answer 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 12 day of September A.D. 1884. J. L. Burgner, Clerk.
[Seal]
By W. M. Winget, Deputy.

Answer
No. 45-71

Afterward, on the 12 day of Sept. A.D. 1884, the following Answer etc--- was filed with the Clerk of said Court, to-wit:

H. B. Hoskins et als Assignee &c
vs
Michigan Mutual Life Ins. Co. et als.

Court of Common Pleas.
Huron County Ohio.
Answer & Cross Petition of
Godman & Thornhill.

Now comes the said Godman and Thornhill and says—they are a Partnership doing business in Richwood, Huron County, Ohio. That on or about the 1st day of Feb. 1884 the said J. M. Hoskins executed and delivered to said Godman & Thornhill his promissory note of which the following is a copy:

$385.00 Richwood, O. Feb. 1st 1884.

Six months after date I promise to pay to the order of Godman & Thornhill Three Hundred and Eighty Five dollars at their office in Richwood Ohio. Value received with interest at 8 per cent from date until paid.
J. M. Hoskins."

Said note was dated on or about said 1st day of Feb. 1884 - to secure the payments of said note, the said J. M. Hoskins and J. E. Hoskins his wife executed and delivered to said Godman & Thornhill their mortgage

upon the following described premises- (being same as described in plaintiffs Petition) to-wit: Situated in Leesburg Tp. Union County Ohio: Part of Survey No. 3696, in Va. Military district. Beginning at a stake in the centre of Delaware and Belle Fontaine road in the west line of John McAllister land thence N. 9½° E. 112 76/100 poles to a stake in said line- thence S. 87½° W. 66 84/100 poles to a stake- thence S. 9½° W. 105. 32/100 poles to a stake in the middle of the aforementioned road. thence with the middle of said road S. 87½° E. 5 0/10 poles to an angle in the road to a stake. thence with said road to the place of beginning- containing Forty Four (44) acres of land more or less. excepting from the above described premises one acre conveyed to Mrs Joseph one acre conveyed to A. B Hoskins and four acres conveyed to Simon Skeels. The condition contained in said mortgage was in substance that if the said J. M. Hoskins should pay or cause to be paid said note when the same became due, then said mortgage to be void otherwise to be and remain in full force and virtue in law. on the 5th day of February 1884 at 2 o'clock P. M. said mortgage was filed with the Recorder of Union County, Ohio. and was by him recorded on the 6th day of February 1884 in Vol 20. page 509 Union County Records of mortgages- and said mortgage has become absolute.

There is now due to plaintiffs said Goodman & Thornhill upon said note & mortgage the sum of $385.00 with 8 per. cent interest thereon from the 1st day of February 1884- and said mortgage is the second lien upon said premises subject only to the mortgage of the Defendant the Michigan Mutual Life Insurance Company. Wherefore said Goodman & Thornhill pray that said mortgage be foreclosed said premises be ordered to be sold- and the proceeds applied to the payment of their claim in its regular order. and for such other relief as equity may require.

S. S. Gardner, atty for Goodman & Thornhill.

State of Ohio,
Union County, ss. French H. Thornhill being duly sworn says- he is a member of the firm of Goodman & Thornhill herein- that the facts stated and allegations made in this answer & foregoing petition are true as he verily believes. French H. Thornhill.

Sworn to and subscribed in my presence this 11th day of Sept. 1884. P. R. Kerr. Notary Public.

Afterward, on the 13th day of Sep. A. D. 1884, the following Answer was filed with the Clerk of said Court, to-wit:

Answer

No. 4571

Henry C. Hoskins et al. assignee &c Plffs.
vs
The Michigan Mutual Ins. Co. et als. Defendants.

Union Common Pleas,
Union Co. Ohio.
Answer of Robinson & Robinson

The said James W. & A. B. Robinson under the firm name of Robinson & Robinson now come & for answer to plaintiffs Petition say that on the 31st day of January 1884 a Judgement was rendered in favor of said firm against said J. M. Hoskins before O. B. Martin a Justice of the Peace of Darby Tp. Union County Ohio for the sum of Thirty four & 70/100 dollars debt & one & 00/100 dollars costs, that a transcript thereof was filed with the Clerk of said Court on the 4th day of February 1884 was by him duly placed upon the execution docket of said Court according to law & thereby became a lien upon

the Real Estate of said J.M. Hoskins. That no part of said Judgement has been paid & that there is yet due said firm thereon the sum aforesaid with interest thereon from the 31st day of January by 1884 & that the same is a lien upon the land described in plaintiffs' petition. Therefore said Robinson & Robinson ask that their claim may be decreed a valid lien upon said premises & that the amount thereof may be ordered to be paid out of the proceeds of the sale thereof & for such further relief as is right & proper in the premises.

Robinson & Piper. attys.

The State of Ohio.
Marion Co. s.s.
I believe.
{Seal}

The statements of the foregoing answer are true as
A.B. Robinson.
Sworn to & subscribed in my presence by A.B. Robinson this 13 day of Sept. 1884. J.L. Burgner, Clerk.

Afterward, on the 12 day of Sept. A.D. 1884 the following Answer was filed with the Clerk of said Court, to-wit:

Answer
No. 4571

In the Court of Common Pleas of Union County, Ohio.
No. 4571

Henry C. Hoskins et al. assignees &c Plaintiffs
Against
The Michigan Mutual Life Insurance Co. et al. Defendants.

Answer of Wm. M. Ayers.

And now comes the said Defendant Wm. M. Ayers and for answer to plaintiffs petition herein filed says that at the April A.D. 1884 term of this court he obtained a judgment against the said defendant J.M. Hoskins for the sum of six hundred and one and 95/100 Dollars, with interest thereon from April 14th 1884. Which judgment became a lien on said defendants land as described in plaintiffs said petition on said 14th day of April A.D. 1884. Said judgment still remains a lien on said land unsatisfied and uncancelled and no part thereof has been paid. There are costs upon said judgment amounting to about eight dollars. This defendant asks that his rights be protected herein and for all proper relief.

Brodrick & McCampbell Attorneys for Wm. M. Ayers.

The State of Ohio.
County of Union, ss.

John M. Brodrick being sworn makes oath that he is one of the attorneys for said defendant Wm. M. Ayers, duly authorized, That said Wm. M. Ayers is a non-resident of said county of Union and is now absent therefrom, and that the facts stated in the foregoing answer 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 12 day of September A.D. 1884. J.L. Burgner, Clerk.
{Seal}
By W.M. Winget Deputy.

Afterward, on the 18 day of Feb. A.D. 1885; the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry.
No. 4571

Henry C. Hoskins et als.
vs
Michigan Life Ins. Co. et als.

In Equity.

This day came Phillip M. Dawson one of the defendants herein and moved the Court here for leave to file answer and cross petition and the Court on consideration being fully advised in the premises do grant such leave and grant time for thirty days

from rising of Court for that purpose.

Afterward, on the 27th day of Feby A.D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

H.B. Hockins et al assignees
vs
Michigan Mutual Life Ins. Co.
No. 45-71

This day this cause came on to be heard upon the petition of the plaintiff for an order to sell said premises described in the petition at private sale and for the adjustment of the liens upon said premises. On consideration whereof and the Court being fully advised in the premises finds that it will be to the interest of all parties that said premises be sold at private sale, but not in parcels, and that said sale be made on terms as follows. One third cash, one third in one year and one third in two years. It is therefore considered and adjudged that an order issue to the Sheriff of Union County Ohio, to have the said premises appraised according to law and that said assignees be empowered to sell said premises at private sale for not less than two thirds of said appraisement and for one third cash one third in one year and one third in two years, the deferred payments to be secured by mortgage upon said premises and to draw interest at 6 per cent and all questions as to liens is reserved for the future considerations of the Court.

Afterward, on the 25 day of February A.D. 1885 the following Answer was filed with the Clerk of said Court, to-wit:

Court of Common Pleas. Union County Ohio. Answer & Cross Petition of Philip M. Haven

Answer.

Henry B. Hockins and James L. Jolliff Assignees of Estate of James M. Hokins. Plaintiff.
vs
The Michigan Mutual Life Insurance Company et als. Defendants.

And now comes the defendant Philip M. Haven and for answer by way of Cross petition says that on the 5th day of May 1884 he recovered a judgment by the consideration of this Court against the said James M. Hockins & H. B. Hockins and S. D. Pitts sureties for the sum of Five hundred ninety three and 7/100 Dollars with interest at the rate of eight per cent per annum payable annually together with costs of suit taxed to $ ——. Said defendant Philip M. Haven says that said judgment is a lien on the premises in the petition described from the said 5th day of May A.D. 1884 and that no part of the same has been satisfied and he therefore asks the court for the protection of his said judgment lien aforesaid in the marshalling of the liens on said premises and for all proper relief.

Robinson & Piper attys. for Phillip M. Haven.

State of Ohio,
Union County, ss.

Philip M. Haven being duly sworn according to law says the facts stated and allegations in his foregoing answer & cross petition are as he verily believes true. P. M. Haven.

Sworn to before me by Philip M. Haven and by him subscribed in my presence this 25th day of Feb. A.D. 1885. J. L. Burgner. Clerk.

[Seal]

Afterward, on the 8th day of Oct. A.D. 1885. the following Answer etc was filed with the Clerk of said Court, to-wit:
Henry C. Hockins and James L. Jolliff Assignees
of the estate of James M Hockins
vs
The Michigan Mutual Life Ins. Co. Wm H. Bonkright et al.

Court of Com. Pleas
Union Co. Ohio
Ans. & Cross Petition
of Wm H. Bonkright

Answer
No. 4571

And now comes said defendant Wm H. Bonkright, and for answer to Plaintiffs Petition filed herein, says that on the 31st day of June 1884, he recovered a judgment against James M. Hockins Before O. B. Martin a justice in Lesburg Township in said County of Union, for the sum of $35-180 Debt and $1.45 Costs. And that on the 27th day of Feb. 1885. he filed with the Clerk of said Court, a certified transcript of said judgement & proceedings of said Justice and thereby obtained a lien upon the Real Estate described in the Plaintiffs said Petition no part of said judgment has been paid. Wherefore Defendant asks that said judgement be decreed a lien upon said Real Estate for said amt & that said premises be sold as prayed for by said plaintiffs, and that his said judgement with interest thereon according to the provisions of said judgment be paid from the proceeds of said sale.

P. R. Kerr Atty for Defendant Wm H. Bonkright.

State of Ohio,
Union County, ss. P. R. Kerr being sworn says he is the atty for Wm H. Bonkright in this action, and that the facts stated in the foregoing answer are within his personal knowledge and are true. P. R. Kerr.

Sworn to before me and subscribed in my presence this 8th day of Oct. 1885.

[Seal] J. L. Burgner, Clerk.

Afterward on the 4 day of Aug. A.D. 1885. the following Answer was filed with the Clerk of said Court, to-wit:
H. C. Hockins et als Assignees, Plaintiffs
vs
The Michigan Mutual Life Ins. Co. et als, Defendants

State of Ohio, Union
County Court of
Common Pleas.
Answer of Jane E.
Hockins wife of James M. Hockins Assignor

Answer
No. 4571

Now comes the said Jane E. Hockins and for Answer to plaintiffs petition says: That she is the wife of James M. Hockins the assignor, that she signed the mortgage to the Michigan Mutual Life Insurance Company, and the mortgage to Godman & Thornhill and thereby released her inchoate right of dower in said real estate described in plaintiffs petition and that owing to said mortgage liens so created by her and her husband James M. Hockins she will be precluded from having a homestead set off to her. That the two mortgages hereinmention were the only liens created on said premises by her own act.

That she is not the owner in her own right of any real estate in fee simple and asks the Court that after the payment of the said mortgages to the Michigan Mutual Life Insurance Company, and to Godman & Thornhill she be allowed the sum of Five Hundred ($500.00) in lieu of a homestead. Jane E. Hockins.
By E. S. Hockins her atty.

State of Ohio,
Union County, ss. } Jane E. Hoskins being sworn says the matter and things set forth in the foregoing answer are true. Jane E. Hoskins.
Subscribed and sworn to before me this First Day of July A.D. 1885.
O. B. Martin Justice of the Peace.

Afterward, on the 17th day of Dec. A.D. 1885. the following answer was filed with the Clerk of said Court to-wit:

Henry C. Hoskins and James L. Gilliff
assignees of James M. Hoskins, Plaintiff,
vs
The Michigan Mutual Life Insurance Co et al, Defendants.

The State of Ohio, Union County Court of Common Pleas. Answer and Cross Petition of Henry C. Hoskins

Answer.

No. 4571

And now comes Henry C. Hoskins and by way of answer herein says. That on the 4th day of February A.D. 1884 the said James M. Hoskins executed and delivered to the said Henry C. Hoskins his mortgage deed of that date on the premises described in the petition to secure the said Henry C. Hoskins by reason of said Henry C. Hoskins being surety for said James M. Hoskins on the following notes and claims, a note for $1000 dated June 5th 1882 and payable four years after date to J. W. Smalley with 8% interest from date, also a note of $500.00 dated August 20th 1881 payable to J. W. Smalley two years after date with eight per cent interest, also a note for $572.00 dated October 1883 payable to Philip Hawk six months after date with 8% interest, also a note of $5-0-0, dated February 9th 1883 payable to M. W. Ayers one year after date with 8% interest, also a note of $100.00 dated Jan. -1884 and payable 90 days after date to the Bank of Richwood with 8% interest, also a note of $800 payable to Hill Hoskins & Co. dated May 1883 with 8% interest. The said H. C. Hoskins further says that the notes to J. W. Smalley are secured by a mortgage on the property known as the Sanitarian Hotel in Magnetic Springs and that the $500.00 note is paid except $200. and the $1000 note is unpaid. That the note to Philip Hawk is still unpaid and this defendant will have the whole of the same to pay. That the note to M. W. Ayers is still unpaid and that George W. Reagan is jointly liable with J. M. Hoskins on the note, but that the said George W. Reagan is a non resident of Ohio. That the note for $100. to the Bank of Richwood has been paid by this defendant. That the note to Hill Hoskins & Co. is still unpaid and there is no security on said note except this defendant. That the note to Hill Hoskins & Co. is still unpaid and there is no security on said note except this defendant. That said mortgage was left with the Recorder of Union County for record on the 6th day of February 1884 and was recorded in Book 20 page 510 of the Record of Mortgages. Wherefore this defendant prays the Court that an account be taken of the amount due by J. M. Hoskins on the notes above described and that the amount due be ordered to paid out the purchase money and for all other and proper relief.

S. B. Fulton Atty. for H. C. Hoskins.

The State of Ohio,
Union County, ss. } H. C. Hoskins. being first duly sworn according to

law says that the facts stated and allegations in the foregoing Answer are true as he verily believes. H. B. Hoskins.

Sworn to before me and subscribed in my presence this 17th day of December 1885.

[Seal] Edward E. Cole. Notary Public.

Order of Appraisal. Afterward, on the 28 day of May A.D. 1885, the following Order of appraisal was issued by the Clerk of said Court, to wit:

No. 4571 State of Ohio, Union County, ss. To the Sheriff of Union County, Greeting:

On the 27 day of February A.D. 1885, in a certain petition to sell land, now pending in said Court, wherein H. B. Hoskins et als assignees &c were petitioners, and Michigan Mutual Life Ins. Co. et al. were defendants, you were upon order issued required by said Court, without unnecessary delay, to proceed and appraise at upon execution the real value, in money, of the following described real estate, viz: Situate in the County of Union in the State of Ohio, in the Township of Leesburg and in Survey No. 3696, beginning at a stake in the Delaware and Bellepoint road in the west line of John McCallisters land: Thence N. 9½° 112 76/100 poles to a stake in said line. Thence S. 87½° W. 64 84/100 poles to a stake: Thence S. 9½° W. 105 32/100 poles to a stake in the middle of the afore mentioned road. Thence with the middle of said road S. 87½° E. 60 16/100 poles to an angle in the road to a stake. Thence with said road to the beginning, containing 44 acres more or less, excepting therefrom one acre sold heretofore to H. B. Hoskins, one acre to Mrs. M. A. Joseph and one acre to Simeon Shuls, for descriptions of which exceptions see deeds recorded in Union County Ohio, and make report of your proceedings to said Common Pleas Court, and bring this order with you. In Witness Whereof, I have hereunto affixed the Seal of said Court, at Marysville in said County, this 28 day of May A.D. 1885.

[Seal] J. L. Burgner, Clerk of Courts.

Appraisers Return. Said Writ returned & filed May 29 A.D. 1885 endorsed as follows, to wit:

The within described Real Estate we do, on our oaths aforesaid, after having viewed the same, appraise at ($75.00) Seventy five Dollars pr. acre. Given under our Hands and Seals, This 29th day of May A.D. 1885.

Albert Hodges [Seal] Samuel Drake [Seal] James E. Mc. Bride [Seal].

Sheriffs Return.

Sheriffs Return. Received the within Order May 28th 1885, and on the 29th day of May 1885 I caused the within described real estate to be appraised as directed within by the oaths of Albert Hodges, Samuel Drake and James E. Mc Bride. Sheriffs Fees, Service 90 Mileage 1.76 Total $2.06 M. Hopkins, Sher. By A. H. Goodwin, Deputy.

Report. Afterward, on the 7 day of July A.D. 1885, the following Report was filed with the Clerk of said Court, to wit:

H. B. Hoskins et al Assignees of J. M. Hoskins vs Michigan Mutual Life Ins. Co. et al. } In the matter of the sale of the land assigned at Private sale in accordance with the Order of Court.

And now comes H. B. Hoskins and James L. Jolliff assignees of

the estate of J. M. Hoskins and report to the court that they have sold the premises described in the petition to E. R. Hotsenpiller for the sum of Fifty one + 50/100 Dollars per acre ⅓ cash, ⅓ in one year and ⅓ in Two years Said sum being more than two thirds the appraised value thereof and being the highest and best price they could obtain therefor.

Henry C. Hoskins. James L. Jolliff.

Sworn to before me and subscribed in my presence by said H. C. Hoskins and J. L. Jolliff this 7th day of July 1885.

Seal. Edward E. Cole. Notary Public.

Afterward, on the 8th day of July A. D. 1885. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. Henry C. Hoskins et al assignees

vs

No. 4571 The Michigan Mutual Life Insurance Co. et al

This day this cause came on to be heard upon the report made herein of a sale of the premises to E. R. Hotsenpiller for the sum of Fifty one and 50/100 Dollars per acre and said report was examined by the Court. And the Court being fully advised in the premises finds that said sale has been made in all respects in conformity to the law & the order of this court. It is therefore considered and adjudged that the said assignees convey to the purchaser E. R. Hotsenpiller the premises described in the petition by a good and sufficient deed and that they take from said Hotsenpiller a mortgage to secure the deferred payments. And coming now to the distribution of the proceeds the Court orders 1st That costs of this action be paid. 2nd The taxes that are a lien on said land amounting to the sum of $123.29 be paid. 3. That the Michigan Mutual Life Insurance Company be paid in full the amount of their claim secured by mortgage which is the first and best lien on said lands amounting to the sum of $561.13 That as to the balance of the proceeds and the priority of liens this cause is continued and leave is given H. C. Hoskins to file his answer and cross petition within 40 days and leave is given Jane E. Hoskins to file her answer within 30 days.

Afterward, on the 19th day of July A. D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:

H. C. Hoskins et al assignees &c

vs

Answer. The Michigan Mutual Life Ins. Co. et al.

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

Answer of Morris W. Hill.

No. 4571 And now comes Morris W. Hill assignee of S. M. & A. J. Blake and for answer herein says. That he is the duly appointed and qualified assignee of the said S. M. & A. J. Blake. That on the 26th day of December A. D. 1883 the said S. M. and A. J. Blake obtained a judgment by the consideration of the Court of Common Pleas of Union County Ohio recovered a judgment against James M. Hoskins for the sum of Four Hundred Sixty seven & 26/100 Dollars & costs which judgment bore interest at 8%. That on the 18th day of February 1884 there was paid on said judgment the sum of $38.50 That a levy was made by the sheriff of said Union County on the premises described in the

petition on the 21st day of February 1884. That there is due on said judgment the sum of $467.26 with 8% interest from Dec. 23-1883. subject to a credit of $385.00 February 18th 1884. This defendant asks the Court to order the balance due on said judgment to be paid out of the proceeds of said sale according to priority.

J.B. Sutton for M. W. Hill.

The State of Ohio, }
Union County, } M. W. Hill being sworn says the facts stated and allegations of the foregoing answer are true as he verily believes.

M. W. Hill.

Sworn to before me and subscribed in my presence this 16th day of July 1886. [Seal] S.S. Gardiner. Notary Public.

Answer, No. 4571

Afterward, on the 19th day of July A.D. 1886. the following Answer etc-- was filed with the Clerk of said Court, to-wit:

H.B. Hoskins et al. assignees &c
vs
Michigan Mutual Life Ins. Co. et al

Court of Common Pleas, Union County, Ohio.
Ans. & Cross petition.

Now comes J.Z. Burgner, Clerk of Courts of Union County, Ohio, and having been made party defendant herein by way of answer and cross petition says, that in case No. wherein James M. Hoskins was plaintiff and James B. Whelpley et al were defendants, in the Court of Common Pleas of Union County Ohio, on the 4th day of Oct. 1882 a judgment was rendered in favor of said J.B. Whelpley et al. defendants for costs of said suit against said James M. Hoskins and the same thereby became a lien on the premises described in plaintiffs petition herein, and that on the day of March 1883 said judgment was affirmed by the District Court of Union Co. O. Said J.Z. Burgner Clerk therefore asks that in the distribution of proceeds of the sale herein made said costs amounting to $22.50 may be ordered paid according to its priority of lien.

J.Z. Burgner.

The State of Ohio,
Union County, ss. } J.Z. Burgner being first duly sworn according to law says that the facts stated and allegations contained in his foregoing ans. are true as he believes. J.Z. Burgner.

Sworn to before by said J.Z. Burgner this 19 day of July 1886.
S.B. Sutton, Notary Public.

Petition No. 4073

Afterward, on the 19th day of July A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 4571

H.B. Hoskins Assignee etc
vs
Michigan Mutual Ins. Co. and others.

Marshalling Liens.

This day came on this cause to be further heard as to the distribution of the balance of the proceeds of sale of land, in the petition described; heretofore made in this case under a former order of this Court- said premises having sold for the sum of Twenty one hundred Eleven and 50/100 Dollars ($2111.50) and the Court having at a prior term made an order to pay First- The taxes on said premises amounting to the sum of one hundred twenty three

and 39/100 Dollars ($123 39/100) Second - the cost in this case taxed to $ Third - To the defendant The Michigan Mutual Ins. Company the sum of Five hundred Sixty one and 18/100 Dollars on mortgage lien which is first and best on said premises. 3½ To Clerk of Court Common Pleas Union County Ohio Costs in case of J. M. Hoskins vs J. B. Whelpley and others twenty two + Eighty hundredths Dollars ($22.80) The Court now coming to distribute the balance of said proceeds do order on this 19th day of July 1886, Fourth To pay to M. W. Hill as Assignee of S. M. and A. J. Blake on judgment in favor of said S. M. and A. J. Blake a balance of One hundred and four Dollars ($104.00) and costs eighteen Dollars ($18.00) Fifth To pay to Robinson and Robinson on their judgment lien thirty nine and 80/100 Dollars ($39 80/100) and their costs in and about the suit 1.50 Sixth - To Goldman and Thornhill their mortgage lien amounting to four hundred sixty and 72/100 Dollars ($460 72/100) Seventh To Jane E. Hoskins on her claim as wife of the assignor J. M. Hoskins, for exemption in lieu of homestead in the sum of five hundred Dollars ($500.00) Eighth To William M. Ayers on his judgment lien amounting to the sum of six hundred eighty three and 71/100 Dollars ($683 71/100) and costs of suit taxed to $8.00 The foregoing sum amounting to More than twenty five hundred Dollars and being largely in excess of the said proceeds of said sale the court make no further order of distribution in this case and leave all other liens and claims to be disposed of without predjudice by any order or decree in this case.

Attest. John L. Burgner, Clerk.
By Nellie Romey, 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 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore to wit: on the 3rd day of Aug. A. D. 1882 the following Petition was filed with the Clerk of said Court, to wit:

Petition — No. 4073

Union Biblical Seminary, Plff.
vs
Stephen Cranston Administrator of the Estate of Phoebe Benton deceased, Defendant.

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

Plaintiff is a corporation duly incorporated under the laws of the State of Ohio. On the 30th day of August 1879, letters of Administration on the estate of Phebe Benton theretofore deceased intestate, were, by the Probate Court of Union County Ohio, duly issued to the defendant, who, thereupon duly qualified, and entered on his duties as such Administrator. The defendant, as such Administrator, is indebted to plaintiff, on a promissory note, of which the following is a copy, with all credits and indorsements: "To all whom it may concern, I, Phebe H. Benton, desiring to promote the interest of Union Biblical Seminary, and to induce others to subscribe and contribute for that purpose, do hereby subscribe and agree to pay to Union Biblical Seminary. Five Hundred Dollars, to be paid out of my estate after

my death, with interest from date at the rate of One per cent per annum: The principal to be held sacred power, and securely invested; the interest alone to be used to support instruction in said Seminary. Witness my hand and seal this May 2nd 1878. Executed in presence of us
J.L. Branston
D. R. Miller
P.A. Benton. [Seal]

There are no credits or indorsements appearing on said note. There is due plaintiff thereon, from defendant as administrator the sum of Five Hundred Dollars, which it claims with interest at the rate of One per cent per annum from the 2nd day of May 1878. On the 26th day of June 1882 Plaintiff duly presented to defendant, as such administrator, a written statement of its claim, according to law, and demanded an indorsement of allowance thereon, but defendant refused such indorsement. Wherefore plaintiff asks Judgment in said sum of Five Hundred Dollars, and interest at the rate of One per cent per annum from the 2nd day of May 1878. A.H. Beightler, Atty for P.

State of Ohio,
Union Co. ss. } A.H. Beightler being duly sworn, says he is the Atty of the plaintiff duly authorized herein; That the above pleading is founded upon written instrument for the payment of money which instrument is now in affiants possession; And That the facts stated in the above pleading are as affiant believes true. A.H. Beightler.

Sworn to before me and signed in my presence this 3rd day of August 1882 [Seal] J.L. Burgner. Clerk.

Praecipe. To Clerk: Issue summons in the above cause returnable according to law; Endorsed: Action for Money only-Amount claimed Five Hundred Dollars with interest from May 2nd 1878.
A.H.B. Atty. for Plff.

Afterward, on the 14th day of August A.D. 1882, the following Summons was issued by the Clerk of said Court, to-wit:

Summons
No. 4073

The State of Ohio,
Union County ss. } To the Sheriff of the County of Union Greeting:
We command you to notify Stephen Branston admr. of the estate of Phoebe Benton deed that he has been sued by The Union Biblical Seminary in the Court of Common Pleas of Union County, and that unless he answers by the 2nd day of Sept. A.D. 1882 the petition of said Plaintiff against him filed in the Clerks Office of said Court, Such petition will be taken as true, and judgment rendered according. You will make due return of this Summons on the 14th day of August A.D. 1882. Witness my hand and the seal of said Court, this 3rd day of Aug. A.D. 1882.
[Seal] J.L. Burgner. Clerk

Endorsed, Amount claimed $500.00 and interest as follows: On 500.00 from May 2-1878. A.H. Beightler. Plff's Atty.

Sheriffs Return.

Said Writ returned and filed Aug. 10 1882, endorsed as follows, viz:
The State of Ohio,
Union County, ss. } Received this Writ August 3rd A.D. 1882 at 10 o'clock P.M. And pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon, to the

Answer.

Reply.

Amended Answer.

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within named Stephen Branston Defendant on the 10th day of August 1882
Service 30 Mileage 1.76 Insp. 20 Total $2.26 John Kobensack Sheriff.

Afterward, on the 4th day of Dec. A.D. 1882 the following Answer was
filed with the Clerk of said Court, to-wit:

Union Biblical Seminary
vs
Stephen Branston Admr. &c

Answer.

No. 4073

Now comes the defendant and for answer to said plaintiffs petition says: First, Defendant says said promissory note was signed by said Phebe A Benton without any consideration whatever. Second. Defendant says the said Phebe A Benton at the time she signed said note, was not of sound mind capable of transacting business, and said note was obtained by said plaintiff by undue influence when in her weak and feeble condition of mind, and therefore said note is void. Wherefore Defendant prays judgment against Plaintiff that he go hence and recover of plaintiff his costs.

Robinson & Piper, Cole & Cole. Attys for Defendant.

The State of Ohio,
Union County S.S. } Stephen Branston being duly sworn says he believes the allegations of the foregoing answer are true.

Stephen Branston.

Sworn to and subscribed before me this 4th day of December A.D. 1882
[Seal]

J. L. Burgner. Clerk.

Afterward, on the 19th day of Dec A.D. 1882, the following Reply was
filed with the Clerk of said Court, to-wit:

Union Biblical Seminary
vs
Stephen Branston Admr. etc.

Reply.

Court of Com. Pleas. Union Co. Ohio.
Reply.

Now comes the Plaintiff, and for Reply to the Answer in this cause, denies each and every allegation therein. Cameron & Beighter Attys for Plaintiff.

State of Ohio,
Union County ss. } A.H. Beighter, being sworn, says, he is the Attorney of the plaintiff duly authorized herein that the above pleading is founded upon written instrument for the payment of money, which instrument is now in affiants possession; and that the facts stated in the above pleading are, as affiant believes true.

A.H. Beighter.

Sworn to and subscribed before me this 19th day of December 1882
[Seal]

J. L. Burgner, Clerk.

Afterward, on the 28th day of January A.D. 1884 the following
Amended Answer was filed with the Clerk of said Court, to-wit;

Union Biblical Seminary
vs
Stephen Branston Admr &c

Amended Answer.

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

The defendant for his amended answer denies that said Phebe A. Benton for any valuable consideration signed said pretended note in said petition mentioned & says she signed the same

without any consideration whatever. 2. For a second defense the Defendant denies that Plaintiff is a body corporate under the Ohio laws & says it is not capable of suing on said pretended note.

Robinson & Piper, Cole & Cole Attys for Defts.

The State of Ohio. }
Union County, ss. } Stephen Branston being duly sworn says he believes the allegations of the foregoing answer are all true. S. Branston.

Sworn to before me & signed in my presence Jany 28th 1884.

[Seal] J. D. Bingham. Clerk.

Afterward, the following Entries were made on the Journal by the Clerk of said Court, to-wit:

Entries. No. 4073

Union Biblical Seminary. Plaintiff
vs
Stephen Branston, Admr. Defendant.

Entry.
Jany Term 1884. To-wit: Feby 4th 1884.
Cause continued, with leave to plaintiff to file Reply within thirty days from this date.

April Term. To-wit: April 1st 1884.
Continued, with leave to plaintiff to file Reply in thirty days from the rising of Court.

April Term. To-wit: April 22nd 1884.
Continued, with leave to file Amended Reply in 30 days.

May Term 1885. To-wit May 18th 1885.
Leave to file Amended Petition instanter, and leave to Reply July 25th 1885, and cause continued.

Afterward, on the 20th day of May A. D. 1885, the following Amended Petition was filed with the Clerk of said Court, to-wit:

Amended Petition No. 4073

Union Biblical Seminary, Plff.
vs
Stephen Branston as Administrator of the estate of Rhoda M. Benton Deceased, Deft.

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

And now comes the said plaintiffs and by leave of the Court files this its amended petition and says: That the plaintiff is a corporation for educational and religious purposes duly incorporated as a theological Seminary under the act of the General Assembly of the State of Ohio passed May 5, 1873 entitled an Act to provide for the Incorporation of the Boards of Education of religious denominations, and became so incorporated by complying with the provisions of said act on the 28 day of May 1873, and by virtue of its corporate powers did, at and prior to May 4, 1878, and ever since hath and still does receive and educate in sacred learning, pupils of all evangelical churches and gives especial instruction to students preparing for the ministry in such churches, conferring degrees and issuing certificates of graduation in theological learning &c that it is under the supervision of Church of the United Brethren in Christ, and is permanently located at Dayton Ohio, and while giving especial instructions to Students preparing for the ministry in said United Brethren Church is accessable to all Evangelical churches. That at the time of its organization, the said plaintiff had donated to it Real Estate, in the said city of Dayton Ohio, and intended and took preparatory steps to provide the necessary

means to erect thereon a permanent Building to be used and occupied as a Seminary of Sacred Learning and to procure suitable and necessary books charts Apparatus and furniture in furtherance of the object of its organization to-wit the establishing and maintaining a first-class educational and theological institution all of which was well known to the said Phoebe H. Benton then in full life. That for the accomplishing this end the plaintiff relied on the aid and contributions of money of its friends and the citizens of Ohio generally and especially of the members of said church. That prior to the 2d day of May 1878 it secured money and property and promises of money from divers persons to be applied to said purpose and held itself out to the public and to said Phoebe H. Benton as ready to receive contributions of money and promises and contracts to pay money for said purpose and that it would faithfully apply such contributions and the money arising from the payment and fulfillment of such promises and contracts to said purpose: That said contributions of money and promises and agreements to pay money were in consideration that said corporation was and would be a benefit to the public, and thereby a benefit to them individually, in respect of their persons and property. That others had made over such-ing and would thereafter make such contributions and agreements to pay money to said corporation. That each and all had an interest in said corporation and its success, and that by means of said contributions and agreements a sufficient fund would be obtained for accomplishing the objects and purpose of said corporation according to plaintiffs said interest and desire and that said plaintiff would hold and had held itself out to them and the public as ready to take upon itself the responsibility and risk and trouble of faithfully applying such contributions and money when paid, to said purpose and objects, and in further consideration of having good theological educational facilities such as said parties desired. All of which was well known to said Phoebe H. Benton at said time. The said Phoebe H. Benton was for more than thirty years prior to her death a member of and minister in said church and her husband Hiram Benton, in his lifetime, was also a minister in said church, and said Phoebe H. Benton, by reason thereof, took great interest and concern in the education of persons for the ministery, and in the welfare & success of the plaintiff, and for the consideration aforesaid, and with the knowledge as aforesaid, and for the purpose and object aforesaid, did, on the said 2 day of May 1878, execute and deliver to the plaintiff an agreement in writing of which the following is a copy. "To all whom it may concern I, Phoebe H. Benton, desiring to promote the interest of Union Biblical Seminary and to induce others to subscribe and contribute money for that purpose do hereby subscribe and agree to pay to Union Biblical Seminary Five hundred dollars to be paid out of my estate after my death with interest from date at the rate of one per cent per annum. The principal to be held sacred forever and securely invested, the interest alone to be used to support instruction in said Seminary. Witness my hand and seal this May 2, 1878. Executed in presence of us.

J. H. Branston. } P. H. Benton Seal.
D. R. Miller. }

That said agreement or subscription was in a few days after its execution
paid down by said corporation among its other subscriptions and assets to be
applied or[illegible] collected to the purpose aforesaid. That at the time of receiv=
ing the said agreement the plaintiff was giving instructions to pupils in a
Church building in Dayton, Ohio and had not yet commenced to build
on its said lands. A sufficient amount having been paid and agreed to be
paid to said corporation in the manner and for the purpose aforesaid and on
the conditions aforesaid and said plaintiff trusting and relying upon
said agreements and subscriptions and believing that it could not only
erect a Building upon its said lands but also furnish the same and procure
and pay instructors and carry out the objects of its organization did in the
latter part of the year 1878 and after said agreement was executed and de-
livered to plaintiff and placed among its assets in the manner aforesaid
commence the erection of a large and costly Seminary Building upon its said
lands and continued the same so that in the year 1879 it had said
Building fully completed and ready to receive pupils and plaintiff
also at great expense procured books, charts, apparatus and furniture
for use in said Building and has procured the services of competent
teachers and instructors to give instructions in sacred learning
and has in so doing incurred large indebtedness and liabilities and
all before said agreement was presented to said Administrator for pay-
ment which debts and liabilities were contracted upon the faith of such
agreements and promises as yet unfulfilled and unpaid and among others
that of the said Phoebe H. Benton and of the duty and liability of said
Stephen Branston as such Administrator to pay the same so agreed by
said Phoebe H. Benton in her lifetime to be paid and that money enough
has been promised as aforesaid to meet all such liabilities on which promi-
ses it relied and still relies for the discharge of said liabilities. The plaintiff
further says that one of its important objects is to induce young men to
prepare for and enter the ministry and to encourage the same all tuition in
said Seminary is free to students and also rooms in said Building are
furnished free, and that if proper means to carry on the work of said Semin-
ary is denied said Building will be useless as a Seminary Building and
the large amount of expense incurred in furnishing the same will be
lost, and all of which was known to said Phoebe H. Benton when she made
said promise and subscription. The plaintiff says that no part of the
money promised by said Phoebe H. Benton has been paid. That on or
about the 16th day of August 1879 said Phoebe H. Benton died intestate and
on the 30th day of August 1879 said Stephen Branston was duly appointed
and qualified as the Administrator of her estate, and letters of Adminis-
tration were granted to him by the Probate Court of said County. That
on the 11th day of May 1882 the said plaintiff duly presented said writ-
ing to the said Administrator for payment, duly proved and certified
and said Administrator took said claim under advisement and after-
wards, to-wit On the 26th day of June 1882 rejected and refused to pay
said claim or any part thereof and indorsed said claim rejected and
has ever since and still does wholly refuse to pay said claim or any part
thereof and the same remains wholly unpaid. The said estate of Phoebe
H. Benton is solvent and more than sufficient assets are in his hands

Entry.
No. 4073

Entry.
No. 4073

Demurrer.

Entry.
No. 4073

to pay all her debts in full and the said plaintiff alleges said claim is a just debt against said estate and no offsets exist against the same.
Wherefore this plaintiff asks judgment against said Stephen Branston as such Administrator for the sum of five hundred dollars with interest at one per cent from May 2. 1878. to Aug. 16. 1879 and with interest at six per cent from the 16 day of August 1879 and for all proper relief.
J. L. Barnes and A. E. Beightler, Attys for Plff.

State of Ohio,
Union County, ss. being duly sworn deposes and says that he is one of the attorneys for said plaintiff duly authorized. That the plaintiff is a corporation non-resident of Union County Ohio, and that the affiant believes the statement and allegations in the foregoing amended petition to be true. A. E. Beightler.
Sworn to before me and signed in my presence this 2 day of May 1885. {Seal} J. L. Burgner, Clerk.

Entry. No. 4073

Afterward, on the 17th day of June A.D. 1885- the following Entry was made on the Journal by the Clerk of said Court, to wit:
Union Biblical Seminary, Plaintiff.
against
Stephen Branston Adm. Defendant.
Plaintiff asked and obtained leave of the Court to file an Amended Petition by July 11th and defendant to file Answer thereto in rule day by the code thereafter and cause continued.

Entry. No. 4073

Afterward on the 19th day of Oct A.D. 1885- the following Entry was made on the Journal by the Clerk of said Court, to-wit:
Union Biblical Seminary Plaintiff.
against
Stephen Branston, Admr. Defendant.
Leave to defendant to plead by Thursday of first week.

Demurrer.

Afterward, on the 24th day of Oct A.D. 1885- the following Demurrer was filed with the Clerk of said Court, to-wit:
Union Biblical Seminary
vs
Stephen Branston Admr. &c.
Court of Common Pleas. Union County, Ohio.
Demurrer.
Now comes the defendant & demurs to the plaintiffs amended petition & for cause says 1st The said Amended petition does not state facts sufficient to sustain a cause of action. 2nd The said pretended subscription on its face shows the same was given without any valuable consideration and said petition does not show any consideration for said writing. Therefore Defendant prays Judgt.
Bole & Son & Robinson & Piper, Attys for Deft.

Entry. No. 4073

Afterward on the 21 day of Dec. A.D. 1885- the following Entry was made on the Journal by the Clerk of said Court, to-wit:
Union Biblical Seminary,
against
Stephen Branston Admr.
This cause being heard on demurrer to the petition the Court on consideration thereof sustains said demurrer, and therefore the plaintiff not desiring to plead further it is

considered by the Court that said defendant go hence without day and recover from said plaintiff her costs herein expended. To all which ruling and decision of the Court the plaintiff excepts.

Attest John Q. Burgner Clerk.
By Nellie Roney. 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 19 day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to wit, on the 9 day of December A.D. 1882 the following Petition was filed with the Clerk of said Court, to-wit:

Daniel R. Miller, for the use of the Sandusky Conference Branch Society, of the Home, Frontier and Foreign Missionary Society, of the Church of the United Brethren, in Christ, Plff.
against
Stephen Cranston, Administrator of the estate of Phebe A. Benton deceased. Defendant.

Court of Common Pleas. Union Co. Ohio.

Petition.

Plaintiff says, that on the 26 day of August 1879, said Phebe A. Benton died intestate, and On the 30 day of August 1879, letters of Administration on the estate of Phebe Benton, theretofore deceased, intestate, were, by the Probate Court of Union County Ohio, duly issued to the defendant, who thereupon duly qualified, and entered on his duties as such Administrator. On the 10th day of August 1878, said Phebe A. Benton duly executed, sealed, and delivered to Plaintiff, her promissory note, of which the following is a true copy. To all whom it may concern, I, Phebe Benton, of Bell Point in the county of Delaware, and State of Ohio, desiring to promote the interests of Christian Missions, and to induce others to subscribe and contribute money for that purpose, do hereby subscribe and agree to pay to D.R. Miller Treasurer (or his successors in office of the Sandusky Conference Branch Society of the Home, Frontier and Foreign Missionary Society, of the Church of the United Brethren in Christ, One Thousand Dollars to be paid out of my estate after my death; The principal to be held sacred forever & securely invested; the interest to be used on order of said Branch Society, to establish and Support Christian Missions, in Africa or else where when not needed in Africa. Witness my hand and Seal this August 10 1878." Phebe A. Benton. (Seal)

Executed in presence D.R. Miller.
Mary E. Benton.

There are no credits or indorsements appearing on said note. There is due plaintiff thereon, from defendant, as such Administrator, the sum of One Thousand Dollars with six % interest per annum from August 21, 1879.

On the 26 day of November A.D. 1882, Plaintiff duly presented to defendant, as such Administrator a written Statement of his claim, according to law, and demanded an indorsement of allowance thereon, but defendant refused such indorsement. Wherefore plaintiff asks Judgment.

Praecipe.
Summons not found.
Demurrer.
Answer.
No. 4151

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against defendant in said sum of One thousand Dollars, with six per cent interest per annum, from August 27th 1879. A.H. Brightter. Attys for P.

State of Ohio
Union Co. ss. } J.L. Barneran.
A.H. Brightter being duly sworn says he is the attorneys of Plaintiff duly authorized, herein, that the above pleading is founded upon a written instrument for the payment of money, which instrument is now in affiants possession, and that the facts stated in the above pleadings are, as affiant believes, true. A.H. Brightter.

Sworn to and subscribed before me this 9th day of December 1882.
J.L. Burgner, Clerk.

Praecipe. Clerk:
Issue summons in the above cause, returnable according to law. Indorse, Amount Claimed $1000. with 6% of interest from August 27th 1879.
A.H.B.

Summons not found.

Afterward, on the 4th day of Jan. A.D. 1883. the following Demurrer was filed with the Clerk of said Court, to-wit:

Daniel R. Miller, for the Use &c. } Court of Common Pleas, Union County Ohio.
vs } Demurrer.
Demurrer. Stephen Branston Admr. &c

Now comes the defendant & demurs to the plaintiffs said petition & for cause of demurrer says 1st That said petition is defective in parties plaintiff. 2nd Said petition & the written agreement on which plaintiff seeks to recover is void & without any consideration 3rd Said petition does not constitute facts sufficient to constitute a cause of action. Robinson & Piper. Cole & Cole. Attys for Deft.

Afterward, on the 28th day of Jan. A.D. 1884. the following Answer was filed with the Clerk of said Court, to-wit:

Daniel R. Miller for the use of Home Foreign Missions &c } Court of Common Pleas.
vs } Union County Ohio.
Answer. Stephen Branston, Admr. } Answer.

No. 4151

The defendant for answer to the plaintiffs petition says the said Phebe Berton signed said subscription copied in said petition without any consideration & the same was simply a promise to make a donation to said Miller to be distributed in the manner therein set forth. And the defendant denies the existence of any such bodies corporate as are mentioned in said subscription according to any law of Ohio.

Cole & Cole, Robinson & Piper, Attys for Deft.

The State of Ohio, } The defendant being duly sworn deposes & says
Union County, ss. } that the allegations of the above answer are true as he believes.
S. Branston.

Sworn to before me & signed in my presence this 28th day of Jany. 1884.
J.L. Burgner, Clerk.

Afterward, the following Entries were made on the Journal by Clerk of Said Court, to-wit: Feby 4th 1884,

Daniel R. Miller Plaintiff Against Stephen Branston Admr. Deft.

Entries

cause continued with leave to plaintiff to file Amended Petition within thirty days from this date.

April 15th 1884

No. 4151

Continued with leave to plaintiff to file an Amended petition in thirty days from the rising of the Court.

April 22nd 1884.

Continued with leave to file Amended petition in 30 days.

May 18th 1885.

Leave to file Amended Petition by July 11th 1885. and cause continued.

June 17th 1885

The plaintiff asked and obtained leave of the Court to file an Amended petition by July 11th and defendant to file Answer thereto in rule day by the rule thereafter and cause continued.

Afterward, on the 15th day of July A.D. 1885, the following Amended Petition was filed with the Clerk of said Court, to-wit:

Daniel R. Miller for the use of the Sandusky Conference Branch Society of the Home Frontier and Foreign Missionary Society of the Church of the United Brethren in Christ. Plaintiff.

vs

Stephen Branston as administrator of the estate of Phoebe A. Benton Decd. Defendant

To the Court of Common Pleas of the County of Union & State of Ohio

Amended Petition.

No. 4151

The said plaintiff Daniel R. Miller says. That at the commencement of this action, he was and still is the duly elected and qualified Treasurer of the Sandusky Conference Branch Society of the Home, Frontier and Foreign Missionary Society of the Church of the United Brethren in Christ. That the said Home Frontier and Foreign Missionary Society of the Church of the United Brethren in Christ is a corporation duly incorporated for religious purposes under the laws of Ohio governing the incorporation of such societies and that it became so incorporated by compliance with said laws prior to the 20th day of May 1862. and has ever since kept up and maintained its corporate powers and organization. The said Society so incorporated includes Branch societies and by the terms of said organization and the provisions of its constitution each Branch Society selects its own Treasurer, whose duty it is to secure and disburse the funds of said Branch Society under the advice and direction of said corporation. The said corporation has for its object the promotion of the Christian religion and is supported solely by the voluntary donations contributions and subscriptions of its friends and persons interested in such work and is under the supervision of the Church of the United Brethren in Christ. The said corporation through its Sandusky Conference Branch Society was at and prior to the 10th day of August A.D. 1878 largely engaged in carrying on Christian Missionary work in Africa employing ministers and teachers and sending them to points in Africa and also building school houses and church buildings, buying books and papers and doing a general missionary work all of which was being done by the aid of voluntary

contributions and donations and the promises & agreements of persons friendly to said cause to pay money therefor all of which was well known to said Phoebe A. Benton on and prior to said 10 day of August A.D. 1878

And the said corporation then held itself out to said Phoebe A. Benton and to the public generally as able and willing to receive subscriptions, donations, and money and promises to pay money and apply the proceeds of the same to the furtherance of said missionary cause and was then receiving and did receive contributions in money and subscriptions and agreements to pay money from any and all persons desiring to aid in said work and in consideration which it took upon itself the trouble risk and labor of applying said money when paid to the purpose aforesaid all of which was then well known to said Phoebe A. Benton then in full life. The said Phoebe A. Benton on her part was for more than thirty years a member of and minister in said church and as such was greatly interested in the said corporation and took deep interest in said work and especially the said Christian Missionary work in Africa and desired to promote and encourage the same and extend and enlarge such work and increase its usefulness and encourage others to contribute to its support. The said Phoebe A. Benton was then far advanced in life and was possessed of considerable property and had no children, and then on said 10 day of August A.D. 1878 in consideration of the continuance of said work by the plaintiff and to induce others to subscribe for said purpose and well knowing the plaintiff would rely upon her agreement and promise to pay money and incur debts and obligations on the faith and credit thereof and fully intending on her part that her said promise and agreement should be sacredly kept and performed did execute and deliver to said Daniel R. Miller her agreement and promise in writing as follows to wit: To all whom it may concern I Phebe Benton of Bellepoint in the county of Delaware and State of Ohio desiring to promote the interests of Christian Missions and to induce others to subscribe and contribute money for that purpose I do hereby subscribe and agree to pay to D. R. Miller Esq. treasurer (or his successor in office) of the Sandusky Conference Branch Society of the Home Frontier and Foreign Missionary Society of the Church of the United Brethren in Christ One Thousand Dollars to be paid out of my estate one day after my death the principal to be held sacred forever and securely invested the interest to be used on order of said branch Society to establish and support Christian Missions in Africa or elsewhere when not needed in Africa. Witness my hand and seal this August 10th 1878

Executed in presence of D. R. Miller
Mary E. Benton

Phebe A. Benton Seal

The said agreement was by said Phebe A. Benton signed sealed and delivered to the said Daniel R. Miller and was by her directed to be placed among the assets of said corporation for the uses and purposes therein expressed and the same was by said plaintiff received on behalf of said corporation and duly filed entered and placed among the assets of the said corporation. That after the receipt of said agreement of subscription and upon the faith and

and credit of the same and similar promises and contributions the said corporation largely extended its said work and employed and sent missions and teachers to Africa to teach and preach the Christian religion and built school houses and church buildings and in so doing incurred large indebtedness and liability part of which remain yet wholly unpaid. The said corporation also at large expense furnished books and supplies for said missionary work and in all things on its part carried out the object and desire of said Phebe A. Benton in that behalf and it has also established a permanent endowment fund for said purpose and is still engaged in said work and is ready able and willing to fully comply with the terms of said agreement and subscription as to the investment of said money so promised to be paid. The plaintiff says that on the 26 day of August 1879 the said Phebe A. Benton died intestate and the said Stephen Branston was duly appointed and qualified as her administrator and letter of Administration in her estate were granted to him by the Probate Court of Union County Ohio on the 30 day of August 1879. And on the 26 day of November A.D. 1882 the said plaintiff duly verified said claim and presented the same to said Stephen Branston as such Administrator for payment and the same was by him rejected. The plaintiff says that the said estate of Phoebe A. Benton is solvent and wholly unsettled and the said Administrator has more than sufficient money to pay the same after all debts and expenses of said estate are paid and that no part of the said money so agreed by said Phoebe A. Benton to be paid has been paid and there is now justly due the plaintiff as such trustee therein the sum of One Thousand Dollars with interest from the 26 day of August 1879. and no offsets or counterclaims exist against the same. Wherefore the said plaintiff prays judgement against said Stephen Branston as such Administrator the said sum of One Thousand Dollars with interest from the 26 day of August 1879 and for all proper relief.

J. L. Bumgardner and A. H. Brightler, Attys for Plaintiff.

State of Ohio, Union County ss. A. H. Brightler being first duly sworn deposes and says that he is one of the Attorneys for the Plaintiff duly authorized in the premises that the said Plaintiff is a non resident of said county and now absent therefrom and that the facts stated and the allegations made in the foregoing petition are true as he believes.

A. H. Brightler.

Sworn to before me and signed in my presence this 15 day of July 1885. J. L. Burgner, Clerk. By W. M. Winget, Deputy.

Afterward, on the 19 day of Oct A. D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Daniel R. Miller, Plaintiff. against Stephen Branston, Admr, Defendant. } Defendant have leave to plead by Thursday of first week.

Afterward, on the 24 day of Oct. A. D. 1885, the following Demur-

Demurrer. No. 4151

Entry. No. 4137

Petition. No. 5118

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ner was filed with the Clerk of said Court to-wit:

Demurrer. Daniel R. Miller. vs Stephen Cranston Admr &c. No. 4151

Court of Common Pleas, Union County Ohio. Demurrer.

Now comes the defendant and demurs to the said Amended Petition & for causes of demurrer says 1st. The petition shows that the action is not brought by the owner of the claim. 2nd The said Amended petition does not state facts sufficient to sustain a cause of action. 3rd The pretended subscription on its face shows that it was without consideration & the petition does not show any consideration for said writing. Therefore defendant prays Judgt.

Cole & Son, & Robinson & Piper Attys for Defendant.

Afterward, on the 21st day of Dec. A.D. 1885. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Daniel R. Miller, Plaintiff.

Entry. vs

Stephen Cranston, Admr. Defendant. No. 4151

This cause being heard on the demurrer to the petition, the Court, on consideration thereof sustains the said demurrer and thereupon the plaintiff not desiring to plead further it is considered by the Court that the defendants go hence without day and recover of the plaintiff his costs herein expended taxed at $ To which judgment and decision of the Court the plaintiff excepts.

Attest. John Q. Burgner, Clerk.
By Nellie Roney, 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 25th day of October in the year of our Lord, one thousand eight hundred and eighty six. Heretofore, to-wit: on the 24th day of June A.D. 1886. the following Petition was filed with the Clerk of said Court, to-wit:

Anglen bough and Baker Brothers, Plaintiffs

Petition. vs

George Stall, Defendant. No. 5118

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

Plaintiff is a partnership formed for the purpose of carrying on business and holding property in the State of Ohio: That this action was appealed to this Court from the Docket of J. M. Leary a Justice of the Peace in and for — Township, Champaign County Ohio: that the defendant at the time of the commencement of this action unlawfully and wrongfully detained from the plaintiff the following property, to-wit: One light gray horse: That defendant detained said horse and the possession thereof from the plaintiff for the space of four months next prior to the commencement of this action to the damage of plaintiff in the sum of fifty dollars: Wherefore Plaintiff asks

Judgement against defendant for the recovery of said property and for the sum of fifty dollars-damages with interest and for all other proper relief Per Thos. J. Frank, Attorney for Plaintiff.

The State of Ohio,
Champaign County, ss. } Wilson M. Baker being duly sworn says that he is a member of said Partnership of Aughenbaugh and Baker Brothers - Plaintiff herein and that he believes the facts stated and allegations made in the foregoing petition to be true. Wilson M. Baker.

Sworn to before me by the said Wilson M. Baker and by him subscribed in my presence this day of June 1886.
June 1886. {Seal} Chas. A. Brooker Notary Public.
Notary Fees 40cts.

Afterward, on the 9 day of Nov. A.D. 1886. the following Answer was filed with the Clerk of said Court, to-wit:

Answer

No. 5118

Augenbaugh & Baker Brothers Plaintiff } Court of Common Pleas.
vs } Union County, Ohio:
George Stall, Defendant.

Answer.

The defendant for answer to petition of plaintiff says he admits the partnership as alleged in plaintiffs petition and admits That action was appealed from the docket of L. M. Crary a Justice of the peace of Union County Ohio said defendant denies each and every other allegation in said petition contained. Said defendant further says the horse taken by said plaintiff from this defendant, in this action was worth at the time he was taken the sum of $125.00 and further that he was damaged by reason of said horse being taken in the sum of $80 00/100 Wherefore defendant prays judgement in the sum of $205.00 and interest at 6% from the April 1st 1886 + his costs.
W. T. Hoopes Atty for Deft.

State of Ohio,
Union County, ss. } George Stall being first duly sworn says he is the defendant in the above case and the facts stated in the above answer are as he believes true. George Stall.
{Seal} Sworn to and subscribed by George Stall in my presence this 3d day of Nov. 1886. J. L. Burgner. Clerk.

Afterward, on the 18th day of Nov. A.D. 1886, the following Entry was made on the Journal, by the Clerk of said Court, to wit:

Entry.

No. 5118

Augenbaugh & Baker Bros. }
vs } For Replevin.
George Stall. }

This day came the plaintiff and moved the Court for delay in the trial of this cause and the Court being fully advised in the premises do grant delay to Jany. 5th 1887 upon condition that Plaintiffs pay the costs for this day.

Afterward, on the 7th day of Jany. A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to wit:

October Term. 1887.

Entry.
No. 5118

Verdict.

Anginbaugh and Baker Brothers, Plaintiffs.
vs
George Stall, Defendant.

This day came the parties by their attorneys, and this cause came on to be tried: and thereupon came a jury, to-wit: John Wiley, Howard Voeburg, W. H. Robb, Jacob Beagle, J. A. Henderson, John Van Pearse, John Thompson, John L. Moore, James B. Whelpley, D. Webb, B. M. Ingman, and E. L. Price, who being duly impannelled and sworn to well and truly try the issue joined between the parties in this cause and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court and after hearing the testimony, arguments of counsel, and charge of the Court, the said Jurors, 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:

Anghenbaugh and Baker Bros. Plaintiffs
vs
George Stall, Defendant.

Civil Action Verdict for Plff. Jan. 7th 1887.

We the Jury, being duly impannelled and sworn, find the issues in this case in favor of the Plaintiff, and assess the damages due to the Plaintiff from the Defendant, at the sum of $1

John Van Pearse Foreman.

Thereupon came the said George Stall by his attorney and gave notice of a motion for a new trial in this cause, which was submitted to the Court. Whereupon the Court being fully advised in the premises do overrule said motion to all of which rulings and findings the defendant excepts & asked the Court to allow sign & seal his bill of exceptions which is accordingly done.

It is therefore considered and adjudged by the Court that the plffs recover of the deft their costs herein expended taxed to $ for all of which execution is awarded.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 day of September in the year of our Lord, one thousand eight hundred and eighty three. Heretofore, to-wit, on the 3d day of and A. D. 1882 the following Petition was filed with the Clerk of said Court, to-wit:

Court of Common Pleas
Union Co. Ohio.
Petition

Oberlein University, Plaintiff,
Against
Stephen Branston, Administator of the estate of Phebe Benton, deceased, Defendant.

Plaintiff is a corporation duly incorporated under the laws of the State of Ohio.

On the 30th day of August 1879, letters of administration on the estate of Phebe Benton, heretofore deceased intestate, were, by the Probate

Court of Marion County Ohio, duly issued to the defendant, who thereupon duly qualified and entered on his duties as such Administrator.

The Defendant, as such Administrator is indebted to plaintiff on a promissory note, of which the following is a copy, with all credits and endorsements: "To all whom it may concern. For value received, I, Phebe Benton of Delaware County Ohio, desiring to promote the interests of Otterbein University, and to induce others to subscribe and contribute money for that purpose, do hereby subscribe and agree to pay to Otterbein University, One Thousand Dollars, to be paid out of my estate after my death, with interest from date, at the rate of One per cent per annum. The principal to be held sacred forever, and securely invested: the interest alone to be used to support instruction in said University and incest expenses. Witness my hand and seal this May 1st 1878. Executed in the presence of us D. R. Miller. J. A. Braxton P. A. Benton [Seal]

The following endorsements appears on the back of said note. "Rec'd on this note, a note of hand, on H. Latimer, calling for $150. Aug. 5th 1878 D. R. Miller.

"Which is to satisfy the interest mentioned within

There is due plaintiff thereon, from defendant, as Administrator the sum of One thousand Dollars which proclaims, with interest from May 1st 1878. Subject to the credit of One hundred and fifty dollars as shown by the endorsement on said note. On the 26th day of June 1882. Plaintiff duly presented to defendant, as such Administrator, a written Statement of its claim according to law and demanded an indorsement of allowance thereon, but defendant refused such indorsement. Wherefore plaintiff asks Judgment in the sum of One Thousand dollars with interest from May 1st 1878, subject to the credit of One hundred & fifty Dollars as shown by the indorsement on said note.

A. H. Beightler, Atty. for P.

State of Ohio, Marion County ss. A. H. Beightler being duly sworn says he is the attorney of the plaintiff duly authorized thereto, that the above pleading is founded upon a written instrument for the payment of money, which instrument is now in affiant's possession; and that the facts stated in the above pleading are, as affiant believes true.

A. H. Beightler.

Sworn to before me and signed in my presence this 3rd day of Aug. 1882.

Praecipe [Seal] J. L. Burgner, Clerk.

To Clerk: Issue summons on the above defendant; Endorsed, No. 4072 "Action for money only. Amount Claimed $1000, with interest from May 1st 1878, subject to a credit of $150 as appears by indorsement on said Note. A. H. Beightler Atty. for Pltff.

Afterward, on the 3rd day of Aug A. D. 1882. the following Summons was issued by the Clerk of said Court, to-wit:

The State of Ohio, Marion County, ss. To the Sheriff of the County of Marion—Greeting:

Summons No. 4072

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Sheriff's Return.

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Answer No. 4072

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Reply. No. 4072

1882.

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Summons

No. 4072

We command you to notify Stephen Branston Admr. of the Estate of Phebe Benton Dec'd. that he has been sued by the Otterbein University in the Court of Common Pleas of Marion County, and that unless he answers by the 2nd day of Sept. A.D. 1882. the petition of said Plaintiff against him filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 14th day of August A.D. 1882. Witness my hand and the seal of said Court. this 8th day of Aug. A.D. 1882.

[Seal] J. L. Burgner, Clerk.

Endorsed: In action for money only. Amt. claimed $1000.00 with interest from May 1st 1878 subject to a credit of $150.00 as appears by indorsement on said note. Cole. Beightler. Pliff's atty.

Sheriff's Return.

Said Writ returned and filed Aug 10th A.D. 1882. endorsed as follows, viz:

The State of Ohio.
Marion County, ss. Received this Writ August 10th A.D. 1882. at 11 o'clock A.M. and pursuant to its command, on the 10th day of August A.D. 1882. I served the same by delivering a certified copy thereof with the endorsements thereon to the within named Stephen Branston Defendant. Service 30 Mileage 1.76 Exp. .20 Total $2.26

Answer

No. 4072

Afterward, on the 4th day of Dec. A.D. 1882. the following answer was filed with the Clerk of said Court, to-wit:

Otterbein University
vs
Stephen Branston Admr &c

Court of Common Pleas.
Marion County, Ohio.
Answer

Now comes the defendant & for answer to said plaintiff's petition says. First. Defendant says the said promissory note was signed by said Phebe A. Benton without any consideration whatever. Second. Defendant says the said Phebe A. Benton at the time she signed said note was not of sound mind capable of transacting business & said note was obtained by said plaintiff by undue influence. when in her weak & feble condition of mind & therefore said note is void. Wherefore defendant prays judgment against plaintiff that he go hence & recover of plff his costs.

Cole & Cole, Robinson & Piper, attys for Deft.

The State of Ohio,
Marion County, ss. Stephen Branston being duly sworn says he believes the allegations of the foregoing answer are true.

Stephen Branston.

Sworn to before me & signed in my presence this 4th day of Dec. 1882. [Seal]

J. L. Burgner, Clerk.

Reply.

No. 4072

Afterward, on the 19th day of Dec. A.D. 1882. the following Reply was filed with the Clerk of said Court, to-wit:

Otterbein University.
vs
Stephen Branston, Admr.

Court of Common Pleas, Marion Co. Ohio.
Reply.

Now comes the Plaintiff and for Reply to the Answer of Defendant in this cause denies each and every allega-

tion therein. Cameron & Beightler } Attys for Plaintiff

State of Ohio Union County ss.
A.H. Beightler, being duly sworn, says he is the Attorney of Plaintiff duly authorized thereto, that the above pleading is founded upon a written instrument for the payment of money, which instrument is now in Affiants possession, and that the facts stated in the above pleading are, as affiant believes true. A.H. Beightler.
Sworn to and subscribed before me this 19 day of December 1882.
[Seal] J.L. Burgner. Clerk.

Afterward, on the 26 day of Sep. A.D. 1883. the following Motion was filed with the Clerk of said Court, to-wit:

Motion. Otterbein University, vs Stephen Granston, Admr. &c } Court of Common Pleas. Union County Ohio. Motion for New Trial.

No. 4072

The defendant moves the court to vacate the finding of the court in this case in plaintiffs favor & grant defendant a new trial for the following reasons. 1st. The said finding is against the law & the weight of the evidence. 2nd The said finding is not sustained by the law & the evidence & should have been for the Defendant & not for the plff.
Sept 25-1883 Cole & Son & Robinson & Piper Attys for Deft.

Afterward, on the 26 day of Sept. A.D. 1883. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. The Otterbein University, vs Stephen Granston as Administrator of Phoebe Benton } No. 4072

The parties by their Attorneys and waived the calling and empaneling of a Jury and submitted this cause to the court upon the pleading of the parties the exhibits and testimony and was argued by counsel & submitted. On consideration whereof the Court being fully advised in the premises do find for the plaintiff and that there is due said plaintiff from the said Stephen Granston as Administrator of Phoebe Benton by reason of the premises the sum of Eleven hundred twelve & 50/100 Dollars. Thereupon said Defendant made his motion for a new trial which motion is overruled by the court, to which ruling of the Court in overruling said motion then and there the defendant excepts & asked the Court then and there to allow sign and seal to his bill of exceptions which is accordingly done. It is therefore considered ordered and adjudged by the Court that the said plaintiff recover from the said defendant as Administrator of said Phoebe Benton to be levied of the property of said Phoebe Benton deceased the said sum of Eleven hundred twelve & 50/100 Dollars together with cost herein expended taxed at $ ——

Attest. John L. Burgner, Clerk.
By Nellie Roney. Deputy.

Petition. No. 5-144

Praecipe.

Summons. No. 5-144

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 South Judicial District of the state of Ohio, on the 25th day of October in the year of our Lord one thousand eight hundred and eighty six. Heretofore, to-wit: on the 5th day of August A.D. 1886 the following Petition was filed with the Clerk of said Court, to-wit:

Petition. — Lucinda Ford, Plaintiff. vs Reuben Huffman and John T. Cooper, Defendants. — Union County Court of Common Pleas — Petition.

No. 5144

The plaintiff says she is the owner and holder of the following promissory note to-wit:

Pittsburg Ohio April 1st 1880.

On or before the first day of December A.D. 1880 we or either of us promise to pay to D.S. Ford the sum of one hundred Dollars with interest at eight pr. cent from December 1st 1879 until paid.

(Signed by) Reuben Huffman. John T. Cooper.

That the same was assigned by said D.S. Ford to one T.B. Benton when it should have been assigned to her and without her knowledge or consent & without any consideration therefor from said Benton. But was afterward assigned by said Benton to this plaintiff by which she became the holder of the same, having been the owner of the same by agreement with said D.S. Ford. That there are no payments or indorsements thereon and that there remains due thereon the sum of ($100 00) one hundred Dollars with interest thereon from the first day of December A.D. 1879. The plaintiff therefore pray for a Judgement against the said Defendants Reuben Huffman & John T. Cooper for the sum of One hundred Dollars with interest from the 1st day of December A.D. 1879

J. M. Kennedy, Atty. for Plaintiff.

The State of Ohio, Union County, ss.

J. M. Kennedy being duly sworn says that he is the attorney of record for Lucinda Ford that this action is upon a written instrument for the payment of money only and that the facts and allegations of said petition are as he believes true. J. M. Kennedy.

Sworn to and subscribed by the said J. M. Kennedy before me this 4th day of August 1886.

(Seal) A. E. Kollefrath, Notary Public.

Praecipe. — To the Clerk: Issue summons directed to sheriff of Union County Ohio for Reuben Huffman also to sheriff of Logan County for John T. Cooper. J. M. Kennedy, Atty. for Plaintiff.

Amount Claimed $100 40 with Interest from Dec 1st 1879 at 8 %

Afterward, on the 5th day of Aug. A.D. 1886. the following Summons was issued by the Clerk of said Court, to-wit:

The State of Ohio. Union County, ss.

To the Sheriff of the County of Union-Greeting:

Summons. — We command you to notify Reuben Huffman that he has been sued by the Lucinda Ford in the Court of Common Pleas of Union County, and that unless he answer by the 4th day of September

No. 5144

A.D.1886 the petition of said plaintiff Lucinda Ford 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 August A.D.1886. Witness my hand and the seal of said Court. this 4th day of August A.D.1886.
[Seal] J.L. Burgner, Clerk. By W.W. Winget, Deputy.
Endorsed: Amount Claimed $100.00 with 8% int. from Dec 1st 1879
J.M. Kennedy, Plaintiffs Atty.

Said Writ returned and filed Aug. 16th 1886, endorsed as follows, viz:

Sheriffs Return. No. 5144

The State of Ohio.
Union County, ss. Received this Writ Aug. 5th A.D. 1886, at 2 o'clock P.M. and pursuant to its command, on the 16th day of Aug A.D. 1886., I served the same by leaving a true copy of this Summons with the endorsements thereon at the usual place of Residence of the within named defendant. Service .30 Mileage 1.76 Cop. .20 Total 2.26
M. Hopkins, Sheriff.

Petition. No. 5056

Afterward, on the 6th day of Sept A.D. 1886, the following Summons was issued by the Clerk of said Court, to wit:

Summons

The State of Ohio.
Marion County, ss. To the Sheriff of the County of Logan - Greeting:
We command you to notify John S. Cooper, That he and R. Huffman have been sued by Lucinda Ford in the Court of Common Pleas of Union County and that unless answer by the 9th day of Oct. A.D. 1886. the petition of said plaintiff Lucinda Ford against him filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 20th day of September A.D. 1886. Witness my hand and the seal of said Court, this 6th day of Sept A.D. 1886. [Seal] J.L. Burgner, Clerk.
Endorsed, Amount claimed $100. with 8% int. from Dec. 1st 1879.
J.M. Kennedy Plaintiffs Atty.

Sheriffs Return No. 5144

Said Writ returned and filed Sept. 14 A.D. 1886, endorsed as follows:
The State of Ohio,
Logan County, ss. Received this Writ Sept. 7th A.D. 1886, at one o'clock P.M. and pursuant to its command, on the 10th day of Sept A.D. 1886. I served the same by delivering a certified copy thereof with the endorsements thereon, to John S. Cooper. Sept. 10, 1886. Service .30 Mileage 2.08 Copy .16 Return .25 Total $2.99
W.H. Lloyd Shff. L. Co.

Entry.

Afterward, on the 9th day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Lucinda Ford
vs
Ruben Huffman and John S. Cooper. No. 5144 Entry.

This day this cause came on for hearing upon the Petition of the plaintiff the defendants being in default for Answer or Demurrer, and the Court being fully advised in the premises do find for the plaintiff and assess her damage at $55.30 cts & [illegible] It is therefore considered & adjudged by the Court that the plaintiff recover of the defendants the sum of $55.30 Dol.

Debts and hercosts herein taxed at $—

Attest. John L. Burgner, Clerk.
By Nellie Roney. 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 24th day of May in the year of our Lord, one thousand eight hundred and eighty six. Heretofore on the 12th day of Mar A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

In Union County Common Pleas. Ohio. Case No— Action to vacate Judgment. Petition.

Catherine Smart, Plaintiff.

Petition.

vs

L. F. Kelsey and Chas. S. Kelsey, Defendants.

No. 5056

Plaintiff says that at the December A.D. 1885 Term of said Court to-wit:, The 21st day of December 1885 said L. F. Kelsey as plaintiff, took Judgment on warrant of attorney, against this Plaintiff, and said Chas S. Kelsey as defendants, on a promissory note in the sum of $600.00 with 8 per cent. interest thereon from said date. Plaintiff further says that service of summons was never had upon her in said action and that she was wholly ignorant of the pendency thereof until after said Judgment had been taken therein: and further that at the time of making said note upon which said Judgment was taken, to-wit, The 4th day of August 1884, This plaintiff was recovering from a long and severe attack of illness, by reason of which and her extreme age, Plaintiff was, on said date, greatly enfeebled in both body and mind, in so much that she was incompetent to exercise Judgment and discretion in business affairs. Plaintiff further says that no consideration of any kind whatever, for said note, ever moved from said L. F. Kelsey to said Chas S. Kelsey or this plaintiff: and that plaintiffs signature upon said note was procured as surety to said Chas S. Kelsey, through undue influence practiced upon Plaintiff while in her said enfeebled state of health and, and the false and fraudulent representations of him, the said Chas S. Kelsey, made by his agent, one Mitte Kelsey and that said note was wholly without consideration and void. Therefore Plaintiff prays that said Judgment be opened up: That said Judgment be vacated as to this plaintiff, and that she be allowed to plead: and for all proper relief in the premises.

Brodrick & McCampbell, Attorneys for Plaintiff.

The State of Ohio. } Catherine Smart, Plaintiff in the above entitled
Union County ss. } action being duly sworn on her oath says that the facts stated in her foregoing Petition are as she verily believes true.

Catherine Smart.

Subscribed in my presence and sworn to by said Catherine Smart, before me this 12th day of March A.D. 1886.

Seal

J. L. Burgner, Clerk. Clerk of Union Com. Pleas.

Waiver of Service.

We hereby waive the issuing and service of process on the defendant L. F. Kelsey in the above entitled case, and enters his appearance herein. Robinson & Piper attys for L. F. Kelsey.

Afterward, on the day of - A.D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:

Answer. Catherine Smart, Plaintiff,
vs
L. F. Kelsey and Chas. S. Kelsey, Defendants.

Court of Common Pleas
Union County, Ohio.
Answer.

No. 5056 And now comes the defendant L. F. Kelsey and for answer says. the admits that he took judgment in the petition set forth upon a warrant of attorney and that no summons was served upon the plaintiff Catherine Smart - but said defendant L. F. Kelsey further answering denies each and every allegation in said petition set forth except as above admitted. These defendants therefor ask to go hence without day and recover their costs.

Robinson & Piper. Attys for Defendants.

Afterward on the 9th day of June A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Catherine Smart. No. 5056 Entry.
vs

Entry. L. F. Kelsey et al. This day this cause came on to be heard and the
No. 5056 same was submitted to the court on the pleadings, evidence and argument of counsel. On consideration whereof the Court do find in favor of the plaintiff. It is therefore considered, ordered and adjudged by the court that the judgment heretofore obtained by the defendant L. F. Kelsey against this plaintiff in cause No. 4988 in the records of this court be set aside and held for naught saving to said L. F. Kelsey all liens obtained by said judgment and that said plaintiff recover from said defendants herein her costs herein expended taxed to $, and said cause No. 4988 is hereby ordered to be and re-docketed in this court and the said plaintiff has leave to file an answer in said case No. 4988 within thirty days from the rising of the court and cause continued.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 21st day of February in the year of our Lord, one thousand eight hundred and eighty seven Heretofore, to-wit: on the 9th day of October A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Petition No. 5-187 F. S. Hager, Plaintiff.
vs
John G. Wilson, F. F. Wilson and Maggie Martin Defendants.

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

Waiver.

Summons. No. 5-187

Sheriff's Return.

First Cause of Action. Defendants are indebted to the plaintiff on a promissory note of which the following is a copy. There are no credits or endorsements thereon.
"$150 00 October 21st 1885.
" Six months after date we or either of us promise to pay to the order of"
"F. S. Hager or bearer One Hundred and fifty Dollars at 6% from date."
"Value received. Due April 1st 1885. John S. Wilson, F. S. Wilson "
" Maggie Martin. "
There is due plaintiff from defendants on such note the sum of One Hundred and Fifty Dollars with interest at 6 per cent from October 21st 1885 for which sum with the interest thereon he asks judgment against the said defendants. D. W. Ayers, Atty. for Plaintiff.
State of Ohio.
Union County, ss. F. S. Hager being duly sworn says he believes facts stated and allegations in his foregoing petition are true. F. S. Hager.
Sworn to before me and signed in my presence by the said F. S. Hager this 9th day of October A. D. 1886.
{Seal} J. L. Burgner, Clerk.

Praecipe. Clerk- Issue summons upon the petition in the above case to the Sheriff of Union County Ohio for John S. Wilson F. S. Wilson and Maggie Martin - Endorse; Action on Promissory note Amount claimed $150 00 with interest at 6 per cent. from Oct. 21st 1885 returnable according to law. D. W. Ayers, Atty. for Plaintiff.

Waiver. I hereby waive the issuing and service by summons and enter my appearance in the above entitled case. F. S. Wilson
Jan. 7th 1887 By W. T. Hoops, Atty. for F. S. Wilson.

Afterward, on the 9th day of October A. D. 1886 the following summons was issued by the Clerk of said Court, to-wit:

Summons. The State of Ohio.
Union County, ss. } To the Sheriff of the County of Union- Greeting:
We command you to notify John S. Wilson F. F. Wilson and Maggie Martin that they have been sued by F. S. Hagar in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of November A. D. 1886 the petition of said F. S. Hager against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 18th day of October A. D. 1886. Witness my hand and the Seal of said Court, this 9th day of October A. D. 1886, at Marysville, O.
{Seal} John L. Burgner, Clerk.

Sheriff's Return. Endorsed: Amount claimed, $150 00 and interest as follows, at per cent; On $ from Oct. 21st 1885. D. W. Ayers, Plff's Atty.
Said Writ returned and filed Oct. 18, A. D. 1886, endorsed as follows, to-wit;
The State of Ohio,
Union County, ss. } Recived this Writ Oct. 9" A. D. 1886, at 2 o'clock P. M. and pursuant to its command, on the 11th day of Oct. A. D. 1886, I served the same by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendant; John S. Wilson and by handing a true copy with the endorsements thereon to the

the within named defendant Maggie Martin The defendant T. L. Wilson not found. Sheriffs Fees. Service .75 Mileage 2.88 Return .60 Total $3.93
M. Hopkins Sheriff.

Afterward, on the 11th day of Mch. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

T. S. Hager
vs
John O. Wilson T. L. Wilson and Maggie Martin.

Entry. No. 5-187

This day came the plaintiff by his attorney and the defts. though duly served with summons, and being in default for answer and demurrer. The court find the allegations of the petition are confessed by them to be true and they are indebted to the Plff. in the sum of $162.00 It is therefore considered by the court that said Plff. recover of said defts the said sum of $162.- with 6% int. from Feb. 2nd 1887 and his costs herein expended taxed to $

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 21st day of February in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit: on the 19th day of February A.D. 1887, the following Petition was filed with the Clerk of said Court to-wit:

Petition No. 3261

Lewis Norvill, as Guardian of Aylett Sharp, Plaintiff.
vs
Ross Townsend, Henrietta Townsend and Lewis Norvill, Defendants.

In Court of Common Pleas Marion County Ohio. Case No
Action on Promissory Note.
Petition.

The Plaintiff says he was, on the 22d day of January A.D. 1885, duly appointed by the Probate Court of Marion County, Ohio, as Guardian of the Person and Estate of Aylette Sharp, an imbecile, and thereupon duly qualified and entered upon the discharge of his duties as such guardian. Plaintiff further says that this his cause of action is founded upon a promissory note of which the following is a copy, with all credits and indorsements thereon, to-wit =

"April the 20th A.D. 1881.

Four years after date I promise to pay Ellet Sharp or order, Three Hundred Dollars for value received, with 8 per cent, interest."

"(Signed) Ross Townsend" "Henretta Townsend" "Lewis Norviel"

The following credits appear on said note, to-wit:
$60.00 January 1st 1885. Recd on the within note sixty dollars." "$150.00 November 30th 1885. Recd on the within note one hundred and fifty dollars."

There are no other credits or indorsements on said note. The Plaintiff says there is due him as such guardian from the Defendants on said note the sum of Two hundred and two and 77/100 Dollars, with interest thereon at the rate of eight per cent from November 30th 1885. Wherefore Plaintiff prays Judgement against the said Defendants in said sum of $202 77/100, with inter-

Praecipe.

Summons No. 5261

Sheriffs Return

Entry. No. 5261

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attys for Plaintiff.

The State of Ohio.
Union County ss. Jas. S. Mc Campbell, being duly sworn, on his oath says he is one of Attorneys for Plaintiff in the above entitled action, duly authorized in the premises; That said action is founded upon a written instrument for the payment of money only, which instrument is in affiants possession: and that the facts stated and allegations made in Plaintiffs foregoing petition are, as affiant believes, true. Jas. S. Mc Campbell.

Subscribed and sworn to before me this 19th day of February A.D. 1887.
[Seal] J. L. Burgner Clerk Com. Pleas. Union County, Ohio.

Praecipe. To Clerk of Common Pleas.

Sir: Issue Summons to defendants, Roes Townsend and Henrietta Townsend directed to Sheriff of Union County, Ohio. returnable according to law and indorse = action on Promissory note. Amount claimed $202 77/100 with Int at 8% from Nov. 30th 1885. Brodrick & Mc Campbell, attys for Plff.

afterward, on the 19th day of Feb. A.D. 1887, the following Summons was issued by the Clerk of said Court, to-wit:

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

No. 5261 We command you to notify Roes Townsend, Henrietta Townsend that they have been sued by Lewis Norveil as Guardian of Aylett Shuff in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of March A.D. 1887 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 28th day of Feb. A.D. 1887.
Witness my hand and the seal of said Court, this 19th day of Feb. A.D. 1887. [Seal]
J. L. Burgner, Clerk.

Endorsed: In action on promissory note, amount claimed $202.77 with 8% int from Nov. 30th 1885.

Said Writ returned and filed Feb. 28th 1887, endorsed as follows, to-wit:

Sheriff's Return. The State of Ohio,
Union County, ss. } Received this Writ Feby 19 A.D. 1887, at 9 o'clock A.M. and pursuant to its command, on the 26th day of Feby A.D. 1887. I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendants Roes Townsend and by leaving a true copy with the endorsements thereon at the usual place of residence of the within named defendant Henrietta Townsend. Service 45 Mileage 1.92 Copy .40 Total 2.77 M. Hopkins, Sheriff.

afterward, on the 1st day of April A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, To-wit:

Entry. Lewis Norveil, Guardian &c
vs
No. 5261 Roes Townsend et al.

No. 5261 Entry.
This day this cause came on for hearing on the petition and evidence, and the defendants being in default for Answer or demurrer thereto, the court find that the allegations of

the said petition are confessed by them to be true. The Court further find that since the filing of the said petition, to-wit: on the 19th day of March A.D. 1887 said defendant Ross Townsend paid to said plaintiff the sum of eighty dollars, leaving a balance due plaintiff as guardian of Arlette Sharp in the sum of One Hundred and forty four and 23/100 Dollars, on which sum interest is payable from this date at the rate of eight per cent per annum. The Court further find that said defendant Lewis Morrell was surety merely for said defendants Ross Townsend and Henrietta Townsend on said note set forth in said petition. It is therefore considered and adjudged by the Court that said plaintiff as guardian as aforesaid recover from said defendants Ross Townsend and Henrietta Townsend as principals and Lewis Morrell as surety said sum of One Hundred and Forty four and 23/100 Dollars with eight per cent interest thereon from April 1st 1887 and execution is awarded therefor.

Attest. John L. Burgner, Clerk.
By Nellie Roney 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 21st day of February, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 19th day of February A. D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition. No. 5267

O. E. Watters vs Andrew Schanelzer

Court of Common Pleas, Union County, Ohio.
Petition.
Plaintiff says, Defendant is indebted to him upon a promissory note of which the following is a copy, to-wit:

"$100 Richwood, Ohio. Jan. 30th 1886.

"On the First day of November 1886 we or either of us promise to pay" H. C. Casperton or bearer "One hundred dollars for value received with 6 per cent interest before due and eight per cent after due interest to be paid annually". Witness E. L. Smith. "Andrew Schanelzer."

Plaintiff is the legal owner & holder of said note - there is due him thereon from said Defendant the sum of one Hundred dollars with 6 per cent interest thereon from Jan. 30th 1886 till November 1st 1886 and 8 per cent thereon from Nov. 1st 1886. Whereupon plaintiff prays Judgement against Defendant for said sum of one Hundred Dollars and Interest thereon at 6 per cent from Jan. 30th 1886 till Nov. 1st 1886 and 8 per cent from November 1st 1886 and costs. S. S. Gardiner, atty. for Plaintiff.

State of Ohio, Union County ss. O. E. Watters being duly sworn says the facts and allegations in the foregoing Petition are true as he verily believes.

O. E. Watters

Sworn to and subscribed by O. E. Watters in my presence this 9th day of February 1887.

{Seal} W. J. Rucker, Notary Public.

Praecipe To Clerk: Issue summons on the Petition to sheriff of Union

Summons No. 5267

Sheriff's Return.

Entry. No. 5267

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Co. - returnable according to law - amt. claimed $100.00 with 6% int. from Jan. 30th 1886 till Nov. 1st 1886 & 8% from Nov. 1st 1886.

Afterward, on the 26th day of Feby A.D. 1887, the following Summons was issued by the Clerk of said Court, to wit:

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

No. 5267

We command you to Notify Andrew Schmelzer that he has been sued by E. E. Walters in the Court of Common Pleas of Union County and that unless he answers by the 26th day of March A.D. 1887 the petition of said E. E. Walters 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 March A.D. 1887. Witness my hand and the Seal of said Court, this 26th day of February A.D. 1887 at Marysville, O.

Seal

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

Endorsed, Amount claimed, $100.00 and interest as follows, at 6 per cent.: On $100.00 from Jany. 30-1886 till Nov. 1 1886 at 8% from Nov. 1st 1886.

S. S. Gardiner Plff's Atty.

Said Writ returned and filed Mch. 26-1887, endorsed as follows, to-wit:

Sheriffs Return. — The State of Ohio, Union County; ss. } Received this Writ Feby. 26 A.D. 1887, at 9 o'clock A. M. And pursuant to its command, on the 7th day of Mch A.D. 1887, I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendant Andrew Schmelzer. Service .30, Mileage 2.56, Copy .20, Total $3.06. M. Hopkins, Sheriff.

Afterward, on the 1st day of April 1887, the following Entry was made on the Journal, by the Clerk of said Court, to-wit:

Entry. — E. E. Walters vs Andrew Schmelzer } No. 5267 Entry.

No. 5267

This day came the plaintiff by his Atty. and the Defendant being in default for answer and demurrer. The Court find that the allegations of the Petition are confessed by him to be true — and that the Deft. Andrew Schmelzer senior is indebted to the Plaintiff in the sum of $107.20 It is therefore considered by the Court that the said plaintiff recover from the said Defendant the said sum of $107.20 and interest at 8 per cent from this date and his costs herein expended taxed at $

Attest. John L. Burgner Clerk.
By Nellie Roney, 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 21st day of February, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, on the 19th day of February A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition. No. 5268

Edwana E. Lamb
vs
R. H. White.

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

Plaintiff says, on or about the 31st day of March 1882, said defendant executed and delivered to her his two promissory notes - of which the following are copies, to-wit:

"B" $1000

Marysville O. March 31st 1882.

Three years after date I promise to pay to the order of E.E. Lamb one thousand dollars at 7% interest from date until paid, interest payable annually. Value received.

R. H. White.

Endorsed: Interest paid to March 31st 1883." "Interest paid to March 31st 1884"

"b" $ 1000

Marysville O. March 31st 1882.

Four years after date I promise to pay to the order of E.E. Lamb one thousand dollars at 7% interest from date until paid. Interest payable annually - value received

R. H. White

That on or about the 27th day of May 1885 she received on said notes by decree of the Court of Common Pleas of Marion County Ohio in the case of S.H. Lee against R.H. White et als the further sum of $1950.00 all of which will more fully appear by reference to Journal 13 page 472 of said Court. There are no other credits or indorsements thereon. Plaintiff is still the legal owner & holder of said last mentioned note marked "B." There is due her owing on said note marked B. a balance of ($419.94) Four hundred and Nineteen and 94/100 dollars with 7% per cent interest thereon payable annually from March 31st 1886.

Wherefore plaintiff prays judgment on said note marked B. against said Defendant for said sum of $419.94 and 7% of interest thereon payable annually from March 31st 1886 and costs. S.S. Gardiner atty. for Plaintiff.

State of Ohio,
Union County, ss. S.S. Gardiner being duly sworn says he is the attorney of the above named plaintiff duly authorized in the premises - That said plaintiff is a non resident of Union County Ohio and is now absent therefrom & that he believes the facts and allegations in the foregoing petition are true.

S.S. Gardiner.

Sworn to and subscribed before me this 19th day of February 1887.

Seal

W.J. Rucker Notary Public.

Praecipe. To Clerk: Issue summons for Deft. to Sheriff of Union Co. returnable according to law and for which Judgment will be taken on default $419.94 & 7% of int. from March 31/86 & costs.

Summons No. 5268

Sheriffs Return.

Entry. No. 5268

Petition No. 5257

Afterward on the 19th day of Feb. A.D. 1887 the following Summons was issued by the Clerk of said Court, to-wit:

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

We command you to notify R.H. White that he been sued by Emma

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Summons — E. Lamb, in the Court of Common Pleas of Union County, and that unless he answers by the 19th day of March A.D. 1887 the petition of said plaintiff against him

No. 5268 — filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 28th day of Feb. A.D. 1887. Witness my hand and the seal of said Court, this 19th day of Feb. A.D. 1887.

[Seal]

J. L. Burgner. Clerk.

Endorsed: Amt. for which judgment will be taken on default $419.94 @ 7% int. from March 31st 1886 + costs. S. S. Gardiner, Plaintiff's Atty.

Sheriff's Return. — Said Writ returned and filed Feb. 28" 1887, endorsed as follows, to wit:

The State of Ohio
Union County, ss. } Received this Writ Feby 19" A.D. 1887, at 9 o'clock A.M. and pursuant to its command, on the 26" day of Feby A.D. 1887, I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendant R. H. White. Service 30 Mileage 2.56 Copy 20 Total $2.74

M. Hopkins Sheriff.

Afterward, on the 1st day of April A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry — Emma E. Lamb
vs
Nos 5268 — R. H. White. } Now comes the plaintiff by her atty 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 also find that the Defendant R. H. White is indebted to the Plaintiff Emma E. Lamb in the sum of $454.02 It is therefore considered by the Court that the said Plaintiff Emma E. Lamb recover of the Defendant R. H. White. The said sum of $454.02 and interest thereon at 7½% from the date of this Judgment and her costs herein expended taxed at $—.

Attest. John L. Burgner. Clerk
By Nellie Roney. 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 21 day of February, in the year of our Lord one thousand eight hundred and eighty seven. Heretofore, to wit, on the 29" day of Jan. A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition — T. J. Sager, Plaintiff.
vs
No. 5257 — Harrison Wood + Emma Wood
J Wilson Brown John J. Middleton Defendants. } Court of Common Pleas, Union County, Ohio. Petition. Plaintiff says there is due him from the defendants Harrison Wood and Emma Wood the sum of $302.67 on a certain promissory note of which the following is a copy with all the credits + indorsements.

355 11/100 — Sept. 17 - 1885,
Dec. 1-1885 After date I promise to pay to the order of T. J. Sager, Nathan

Howard & Uriah Cahill three hundred & fifty five & 00 dollars payable at Bank of Marysville Value received with interest at 6% from July 1-1885. Interest payable Annually. signed. Harrison Wood & Emma Wood.

The following indorsements on said note — Received on the within note Sept 21-1885 $29.09 on same date received on said note $33.91 - Also on said note Feb 9-1886 For value received we assign all our interest in the within note to F. J. Sager. Signed Uriah Cahill & Nathan Howard.

Second Cause of Action. Plaintiff says there is due him from the defendants Harrison Wood & Emma Wood the sum of $388.81 on a certain promissory note of which the following is a copy with all credits & indorsements.

$356.11 Sept. 17 - 1885.

Dec. 1-1886 After date I promise to pay to the order of F. J. Sager Nathan Howard & Uriah Cahill three hundred & fifty five & 00 Dollars payable at Bank of Marysville. Value received with interest at 6% from July 1-1885 interest payable annually (Signed) Harrison Wood & Emma Wood.

Indorsed on said note last described as follows. "Feb 9-1886 For value received we assign all our interest in the within note to F. J. Sager signed Uriah Cahill & Nathan Howard. Plaintiff alleges that on the 9th day of Feb. 1886 said Howard & Cahill, for a valuable consideration, assigned all their interest in said notes to him & that he is now the owner of same.

Third cause of action. At the time of delivering said notes to secure the payment of the same the defendants Harrison Wood & Emma Wood duly executed & delivered to the said F. J. Sager Nathan Howard & Uriah Cahill their mortgage deed conveying the following "premises" situated in the State of Ohio, County of Union & Township of York in Survey No 3235 & 3236 & bounded & described as follows. Being a part of Virginia Military Survey No. 3235 & also a part of Lot No. 3 of the subdivision of said survey No. 3235 & survey No. 3236 bounded and described as follows to wit "Beginning at a stone instead of a stake in the north line of said survey No. 3235 & in the center of a county road being the north east corner of said lot No 3 thence with the north line of said survey north 73 3/4° West 121 poles to a sugar tree thence with the west line of Lot No 3 South 10 1/2° West 132 24/100 poles to a stake in said line; thence S. 75 3/4° E. 121 poles to a stake & stone in east line of said Lot No. 3. thence with said line north 10 1/4° E. 132 24/100 poles to the place of beginning containing 100 acres of land more or less. The conditions of said mortgage being as follows. "That if the said Harrison Wood should pay or cause to be paid to the said F. J. Sager Nathan Howard & Uriah Cahill his notes of even date with said mortgage & herein described then these presents to be void otherwise to be and remain in full force & virtue in law. Plaintiff says that J. Wilcox Brown & John J. Middleton. as trustees claim some interest in the above described premises & asks that they come into Court and set out the same.

On the 28 day of September 1885 at 9 o'clock A. M. said mortgage was duly left for record at the recorders office of Union County Ohio & was duly recorded in Vol. 21 page 309 of his Records. Plaintiff therefore asks judgment against defendants for the sum of $691.48 with interest at 6% from the 29 day of July 1887 & that said premises may be sold & the proceeds be applied to the payment of said judgement. W. T. Hoopes Atty for Plff.

State of Ohio,
Union County, ss. W. T. Hoopes being sworn says he is the attorney for

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Waiver of Summons

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No. 5251

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Entry.

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the plaintiffs duly authorized herein. That the above pleadings are founded upon written instruments for the payment of money which instruments are now in affiants possession and that the facts above stated are true as affiant believes. W. T. Hoopes.

Sworn to and subscribed by W. T. Hoopes in my presence this 29 day of Jan-1887.

{Seal} J. L. Burgner, Clerk.

Waiver of Summons — We waive the issuing and service of summons and enter our appearance herein Jan 29-1887. J. Wilcox Brown, John J. Middleton. By T. B Fulton, their Atty.

Praecipe. No. 5251 — Issue Summons on the above parties Harrison Wood & Emma Wood: indorsed, Action for foreclosure of mortgage. Amount due $691 48/100 with interest at 6% from Jan. 29-1887. W. T. Hoopes atty. for Plff.

Afterward, on the 29th day of Jan. A.D. 1887, the following Summons was issued by the Clerk of said Court, to-wit:

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

We command you to notify Harrison Wood and Emma Wood that they et al. have been sued by T. J. Sager, in the Court of Common Pleas of Union County, and that unless they answer by the 26th day of Feb. A.D. 1887 the petition of said plaintiff against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 7th day of Feb. A.D. 1887. Witness my hand and the seal of said Court, this 24th day of January A.D. 1887.

{Seal} J. L. Burgner, Clerk.

Endorsed: In action for foreclosure of mortgage amt. claimed $691.48 with 6% int from Jan. 29th 1887. W. T. Hoopes, Plaintiffs' Atty.

Said Writ returned and filed Feb. 7th A.D. 1887. Endorsed as follows, to-wit:

Sheriff's Return. The State of Ohio, Union County, ss. } Received this Writ Jany 29 A.D. 1887 at 2 o'clock P.M. and pursuant to its command on the 3d day of Feby. A.D. 1887 I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendants. Service .45 - Mileage 3.36 Copy .40 Total $4.21. M. Hopkins, Sheriff.

Afterward, on the 1st day day of April A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 5-251 — T. J. Sager, Plaintiff. vs. Harrison Wood & Emma Wood, John Brown & John J. Middleton, Defendants. } This cause coming on for hearing was submitted to the Court upon the pleadings and evidence on consideration whereof, the court find that there is due to plaintiff from Harrison Wood & Emma Wood on the notes set forth in the petition with interest to the first day of this term, the sum of six hundred

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and ninety five dollars. The court further find that in order to secure the payment of said notes Harrison Wood & Emma Wood his wife executed and delivered to F. J. Sager, Nathan Howard & Uriah Bahill their certain mortgage as in the petition described & on the premises therein described; that said mortgage was duly recorded in book 21 page 304 of the records of Mortgages of Union County and that the said Howard & Bahill regularly transfered all their right, title & interest in said mortgage & notes to the said plaintiff herein. It is therefore considered and adjudged that unless Harrison Wood & Emma Wood shall within five days from the entry hereof pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest from the 1st day of March 1887. The defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefore to the sheriff of Union County directing him to sell said premises as upon Execution and bring the proceeds into Court for further order.

Attest. John L. Burgner, Clerk.
By Nellie Roney, 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 21st day of February in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit: on the 24th day of Feb. A.D. 1887, the following Petition & Answer Incognovit was filed with the Clerk of said Court, to wit:

O. M. Lyon, Plaintiff.
vs
J. P. Robbins, Defendant.

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

Petition.

No. 5-27

O. M. Lyon the above named Plaintiff says that there is due him from J. P. Robbins the defendant, on a promissory note made by the defendant, payable in thirty days to said Plaintiff, dated the 18th day of October A.D. 1886, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Two hundred and eighty one Dollars and twenty eight cents, with interest thereon at six per cent from the 23rd day of February A.D. 1887. The Plaintiff further say that he is legal owner and holder of said note, that the same is due and unpaid. Whereupon the Plaintiff ask judgement against said Defendant for the sum of Two hundred and eighty one Dollars and Twenty eight cents, with interest at six per cent. from the 23d day of February A.D. 1887.

Brodrick & Mc. Campbell. atty's for Pltffs.

The State of Ohio,
Union County, ss.

Jas. S. Mc. Campbell, being duly sworn, says he is one of the attorneys, duly authorized, for the above named Plaintiff, that he believes the statement in the foregoing Petition to be true: That the said Plaintiff brings his Action on a written instrument for the payment of money only, which instrument is attached to said foregoing

petition and that said plaintiff is a non-resident of the state of Ohio.

Jas. S. McCampbell.

Subscribed by Jas. S. McCampbell in my presence, and sworn to by him before me, this 23rd day of February A.D. 1887.

{Seal}

J. L. Burgner, Clerk of Courts.

$325.00

Marysville Ohio, October 18th 1886.

Thirty days after date, for value received I promise to pay O. M. Lyon or order, at the Peoples Bank Three Hundred and Twenty Five Dollars with interest from date at the rate of six per cent per annum, payable annually. And I hereby authorize any attorney at law to appear for me in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against me and confess judgment in favor of the legal holder of the above against me for the amount that may be due with costs of suit, and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered. Witness our hands and seals. J. P. Robbins {Seal}

Endorsed, Dec. '86, Paid on the within note Twenty Two and 50/100 ($22.50) Dollars. Dec. '86, Paid on within Three and 20/100 Dollars ($3.20) Dec 30/86 - Paid on within Nine and 20/100 Dollars ($9.20) Jan. 28/87 Paid on within note Fifty Dollars, Bal. $281.25 @ 6% from Feb. 23/87

O. M. Lyon, Plaintiff, vs J. P. Robbins, Defendants.

In Court of Common Pleas. Union County S.S. Defendant's Answer.

And now comes J. P. Robbins the above named Defendant, by the undersigned J. H. Kinkade Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant, for the sum of Two hundred and eighty one Dollars and twenty 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 and or by virtue of any execution issued on the judgment in this case, is hereby waived. February 23d A.D. 1887 J. H. Kinkade Atty for Deft.

O. M. Lyon, Plaintiff, vs J. P. Robbins, Defendant.

Entry.

This day came the Plaintiff by Jas. S. McCampbell his Attorney, and thereupon came J. H. Kinkade one of the Attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $281. 25/100. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $281 25/100 so as aforesaid confessed to be due, together with costs of suit herein. To

be taxed, and with interest to be computed at the rate of 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.

Attest. John J. Burgner, Clerk.
By Nellie Rorey, 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 21st day of Feb. in the year of our Lord one thousand eight hundred and eighty Seven. Heretofore, to-wit: on the 7th day of Dec. A.D. 1886. the following Petition was filed with the Clerk of said Court, to-wit:

Petition No. 3-219

Thomas Davin, Plaintiff.
vs.
Elizabeth Davin, Defendant.

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

Plaintiff says that he 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. That on the 14th day of April 1878 he was married to the defendant. That no children were born of such marriage. That the defendant has, in disregard of her marital duties, for more than three years last past, been wilfully absent from plaintiff. Wherefore Plaintiff prays that he may be divorced from the defendant, and for such other and further relief as is proper. T. B. Sutton, Attorney for plaintiff.

Praecipe. Issue summons and copy of petition to the sheriff of Licking County, Ohio, returnable according to law. T. B. Sutton Atty for Plaintiff.

Afterward on the 7th day of Dec A.D. 1886. the following Summons was issued by the Clerk of said Court, to-wit;

Summons. The State of Ohio, Union County, ss. To the Sheriff of Licking County;
You are commanded to notify Elizabeth Davin that Thomas Davin has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you) to be served on her, charging her with willful absence, and asking that he be divorced from her, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 20th day of December A.D. 1886. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville O., this 7th day of Dec., A.D. 1886
[Seal]
J. J. Burgner, Clerk.
Endorsed, Summons in Action For Divorce.
T. B. Sutton. Atty.

Said Writ returned and filed Dec. 13 A.D. 1886, endorsed as follows, to-wit;

Sheriff's Return. The State of Ohio, Licking County, ss. } Received this writ, on the 8 day of December A.D. 1886; and on the 13 day of December A.D. 1886, I served the same by delivering a

Entry. No. 3-219

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true copy thereof with the endorsements thereon, together with a certified copy of the petition to the within named Elizabeth Davin personally. Service 3.60 Copy 20 Mileage 2.08 Docket 10 Service of Petition 30 Mileage on Petition 2.08 Total 5.06
Geo. W. Hall, Sheriff. By A. J. Scilly Deputy.

Afterward, on the 24 day of Feb A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

No. 5-219

Thomas Davin
vs
Elizabeth Davin.

This day 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 Elizabeth Davin in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by said Elizabeth Davin to be true. The Court also find, upon the evidence adduced, that the defendant has been guilty of willful absence from plaintiff for more than three years prior to the filing of the petition herein. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Thomas Davin and Elizabeth Davin be and the same is hereby dissolved and both parties are released from the obligations of the same, and it ordered that plaintiff pay the costs herein taxed at $ for which execution is awarded.

Attest. John Q. Burganer, Clerk.
By Nellie Roney. Deputy.

June 29th 1897: The following Entry was filed with the Clerk of this Court to wit

Daniel T. Elliott
vs
D. S. Ford et al

Entry

This day this cause came on for further distribution of the proceeds in the hands of said Administrator, and finding a balance of $186 00 in his hands, and all parties being represented by their Attorneys it is agreed as follows: That said Dora Moffett in Consideration of Extra Expense, and Attorney fees paid by her in this distribution, She being the owner of Daniel Fords interest is to receive of the Same, Fifty Dollars:= That Smith Giddings & Ford Company receive Sum of Twenty Dollars:= That the Bank of North Lewisburg Receive of the Same Sixty Six Dollars:= Each party bearing its proportional part of the cost of this order of distribution and of said distribution Sheet

J. M. Kennedy for Dora Moffett
Brodrick for Bank of North Lewisburg
Piper & Council for J. W. Cummings Adm of R Smith

Attest J N Gorrell Clerk

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No. 25.