

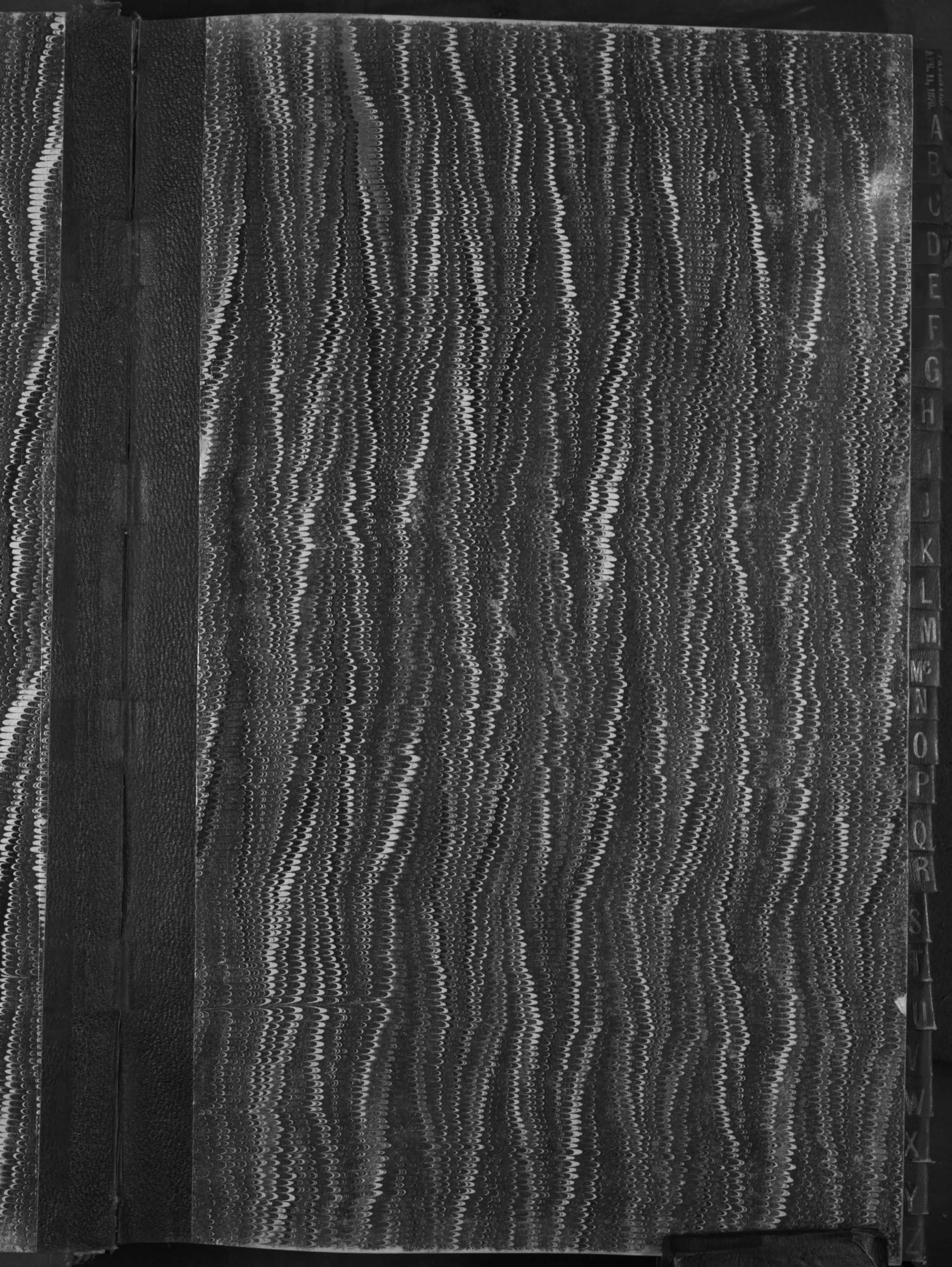
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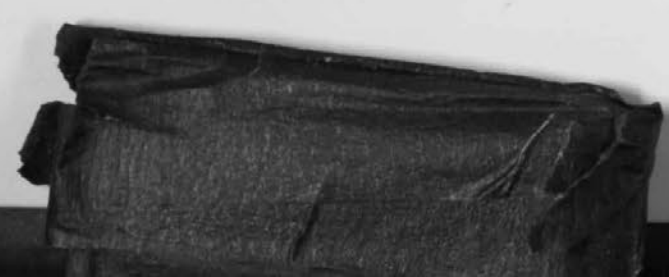
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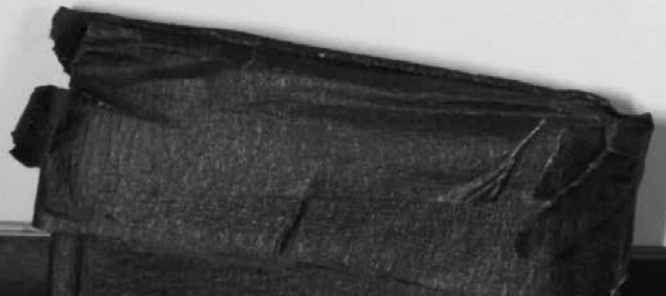
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PLAINTIFF

DIRECT

5173 Robinson J.W.  
 4666 Robinson J.W.  
 5424 Robinson Curry & Co.  
 5255 Robbins Joseph P.  
 5392 Robinson A. B.  
 5423 Robinson J.W.  
 5379 Root W.L.  
 5411 Robinson J.W.  
 5418 Robinson Curry & Co.

vs Wolford Adams et al.  
 vs Martin Thomas  
 vs Mr. Donald Frank P. et al.  
 vs Mr. Gray Robert et al.  
 vs Alexander J. Smith et al.  
 vs Currie Martin et al.  
 vs Turner J.B. Adams.  
 vs Haines R.M. et al.  
 vs White John W. et al.

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No. 5044 Schlegel  
 No. 5238 Stubbs  
 No. 4941 Spritt  
 No. 5277 Stone  
 No. 5223 Snodgrass  
 No. 5224 Snodgrass  
 No. 5286 Stetter  
 No. 5357 Sharp  
 No. 5360 Staats  
 No. 5406 Schroeder  
 No. 5287 Siggers  
 No. 5544 Savitt

DEFENDANT

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No. 5044 Schlegel George  
No. 5238 Stubbfield Ed. et al.  
No. 4941 Smyth Wm B. et al.  
No. 5277 Stone Thomas B.  
No. 5223 Snodgrass Robert  
No. 5224 Snodgrass Robert  
No. 5186 Stettin Geo.  
No. 5357 Sharp Alonzo L.  
No. 5360 Staats John W.  
No. 5456 Snodgrass Silas S.  
No. 5287 Stiggers Lewis W.  
No. 5444 Davis C. W. & Co.

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No. 5160 Scott O.M. & Bro.  
 No. 5434 Seligman M.  
 No. 5435 Seligman M.  
 No. 5436 Seligman M.  
 No. 5437 Seligman M.  
 No. 5438 Seligman M.  
 No. 5207 Sudduth B.R.  
 No. 5297 Schmelzer Lucy  
 No. 5235 South Anna A.  
 No. 5049 Whisler John B.  
 No. 5186 St. John Lydia Ann  
 No. 5327 Stillings Thomas  
 No. 5357 Sharp Lora M.  
 No. 5441 Chauders E. M.  
 No. 5370 Savage Morgan et al.  
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 No. 5419 Scott O.M. & Bro.  
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No. 5132 Smith  
 No. 5103 Taylor  
 No. 5375 Trickey  
 No. 5379 Turner

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No. 5132 Temple Arnwilda et al.  
No. 5103 Taylor L. J. et al.  
No. 5375 Trickey Maggie M. et al.  
No. 5379 Turner J. C. Adm'r.

adv. White Alice A.  
adv. Baker Timothy  
adv. Knight Alvan  
adv. Root W. G.

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5338 White R.  
5310 Kinkler  
5111 Wells Joh  
4042 Khepley  
5403 Walford  
5390 Wilson  
5227 Chamber  
4383 Wilson Joh  
7367 Woolly Lin  
5377 Kinget  
5413 White Joh

DEFENDANT

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No. 5331 Wetzell Martin  
 No. 4951 Watkins Martha W.  
 No. 4954 Watkins Martha W.  
 No. 4963 Watkins Martha W.  
 No. 1132 White Alice J.  
 No. 224 Woodburn R. L. Adm'r.  
 No. 5390 Wilson Follie A.  
 No. 431 Wood L. C.  
 No. 5367 Woolly Emma D.  
 No. 3368 Williams A. D. et al.  
 No. 296 Woodstock Bank  
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DIRECT

No. 5248 *Jessie John T.*

vs *Tray Samantha A. et al.*

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Citation

No. 5276

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Case before His Honor, John A. Price, Judge of the Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 21<sup>st</sup> day of February in the year of our Lord one thousand eight hundred and eighty seven. Herefore, to-wit, on the 26<sup>th</sup> day of Feb. A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition  
No. 5276

Thomas W. Bridge, Plaintiff,  
vs  
George W. Merritt, Susan A. Merritt, Gella Merritt,  
Prudence Merritt and George B. Hamilton, M. B. Bridge, Deft.

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

The Plaintiff Thomas W. Bridge says: This his first cause of action is founded upon a promissory note of which the following is a true copy to-wit:  
\$521.<sup>00</sup> Rushsylvania O. April 14, 1883.

On or before the 1<sup>st</sup> day of July 1885, I promise to pay to the order of T. W. Bridge Five hundred and twenty one Dollars. Value received with interest 6% annually.  
G. W. Merritt.

The following indorsements appear upon said note, to-wit:  
Nov. 15-1884 Received on the within note \$160.<sup>00</sup> Received March 1885,  
\$120.<sup>00</sup> Received Sept 7-1885 \$100.<sup>00</sup> Received Sept. 7-1885 \$20.<sup>00</sup> There are no other indorsements or payments upon said note. The said G. W. Merritt executed said note to the plaintiff for and then purchased by said Merritt of Plaintiff. There is now justly due to plaintiff from said Defendant George W. Merritt upon said note the sum of Two hundred and twenty five Dollars and fifty cents which he claims with interest from February 21-1887.

For a second cause of action the plaintiff says: That on the 14<sup>th</sup> day of April 1883, the said George W. Merritt to secure the payment of said note and other notes hereinafter described executed and delivered to plaintiff his mortgage deed of that date and thereby conveyed to plaintiff his heirs and assigns the following described Real Estate situate in said county of Union and State of Ohio bounded and described as follows Being a part of Survey No. 10408 beginning at a stake in the N. W. corner of a 12 acre lot conveyed by Isaac J. Daniels to Silvanette Smith thence North 12 W. 68 poles to a stake thence N 78 E. 126 3/4 poles to a stake N. W. corner to a 5 acre lot conveyed by said Daniels to Sarah Jewett, thence S. 12 E. with the W. line of said lot 24 Poles to a stake S. W. corner to said lot. Thence N. 78 E. 83 3/4 poles to a stake S. E. corner to land belonging to the heirs of Levi Carter deceased, thence South 12 E. 44 poles N. E. corner to said 12 acre lot. Thence S. 78 W. 160 poles to the place of beginning containing sixty three acres more or less.

On the 18 day of July 1883 the said mortgage was left with the recorder of Union County Ohio for record and was by him recorded in Book No. 17 Page 107 of the mortgage records of said County. The condition contained in said mortgage was as follows Provided that said Geo. W. Merritt has executed his promissory notes as follows To T. W. Bridge for Five hundred and twenty one Dollars payable on or before the 1<sup>st</sup> day of July 1885 with interest at 6% annually. Five hundred and thirty five dollars and 50 cents payable to M. B. Bridge on or before the 7 day of July 1886 with interest 6% annually. and Five hundred and thirty five dollars and 50 cents payable to M. B. Bridge on or before the 1<sup>st</sup> day of July 1887

with interest 6% annually, all of said notes dated April 14-1883. Now if the said George W. Merriott shall pay to the said T. W. Bridge and M. C. Bridge their dues or assigns the several sums of money with interest thereon when each becomes due then these presents shall be void otherwise in full force. The plaintiff says that the promissory notes herein described were all executed for the purchase money of said lands and that the said Susan A. Merriott who is the wife of said George W. Merriott has no dower right as against said notes and she is made a party that her claim may be adjusted and determined. The said mortgage was executed to plaintiff but plaintiff holds the same subject to the rights of M. C. Bridge and in trust for the security of her notes and she is made a party that her rights may be determined and protected. The said Zillah Merriott, Prudence Merriott and George B. Hamilton claim some lien upon said lands and they are made parties that their claims may be determined. The said mortgage has become absolute and the condition contained therein has been broken, there is now due and unpaid upon the note in the first cause of action herein named the sum of \$25.<sup>50</sup> with interest from Feb. 26-1887. Wherefore the plaintiff prays for a judgment against said G. W. Merriott for the said sum of Two Hundred and twenty five and <sup>50</sup>/<sub>100</sub> Dollars with interest from February 26-1887 and for an order that if said judgment is not paid in a short day to be named by the Court then that said mortgage may be foreclosed and said premises ordered to be sold to pay the same and that the rights of all the defendants may be adjusted and determined and for all such other and further reliefs may be equitable and just. Cameron Woodburn Attys for Plaintiff.

The State of Ohio

Union County ss J. L. Cameron being first duly sworn deposes and says as follows I am one of the Attorneys of the plaintiff duly authorized. The said plaintiff is a non-resident of the County of Union. The facts stated and allegations made in the foregoing petition are as I believe true. J. L. Cameron.

Sworn to before me and signed in my presence this 26 day of February A.D. 1887. [Seal] A. H. Brighter, Notary Public.

Clerk Issue Summons for defendants except M. C. Bridge to Sheriff of Union Co. Judgment against George W. Merriott for \$25.<sup>50</sup> with int. from Feb. 26-1887 and equitable relief. Cameron Woodburn.

Afterward on the 26 day of February A.D. 1887, the following Summons was issued by the Clerk of said Court. Court:

The State of Ohio

Union County ss: To the Sheriff of the County of Union - Greeting; We command you to notify George W. Merriott Susan A. Merriott, Zillah Merriott, Prudence Merriott and Geo. B. Hamilton that they et al. have been sued by Thomas W. Bridge in the Court of Common Pleas of Union County and that unless they answer by the 26<sup>th</sup> day of March A.D. 1887 the petition of said plaintiff against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 7<sup>th</sup> day of March A.D. 1887. Witness my hand and the seal of said Court, this 26<sup>th</sup> day of February A.D. 1887. [Seal] J. L. Burgner, Clerk.

Endorsed: In action for judgment against Geo. W. Merriott for \$25.<sup>50</sup> with int. from Feb. 26-1887 and equitable relief. Cameron & Woodburn Plaintiffs Attys

Principle of Union Co.

Summons

No. 5276

Sherriff's Return

Said the State of Ohio Union County

filed with Thomas

Answer

George W.

No. 5276

and for 14 days liable to say and \$535

The order Value

crowd the sum interest entitled this described in her note is \$535-

The order Value There plaintiff cent says to describe petition said as paid. Mortgage as ment of judgment of three from the Union

Sheriff's  
Return

Said Writ returned and filed March 7 1887, endorsed as follows, to wit:  
The State of Ohio,  
Union County ss. Received this Writ Feb 26 A.D. 1887, at 2 o'clock P.M. and  
pursuant to its command, on the 7<sup>th</sup> day of March A.D. 1887, I served the same  
by handing a true copy of this writ with the endorsements thereon to the with-  
in named defendants. Service .90 Mileage 4.80 Copy 1.00 Total \$6.70  
M. Hopkins Sheriff

Answer

afterward, on the 26<sup>th</sup> day of Feb. A.D. 1887, the following answer was  
filed with the Clerk of said Court, to wit:  
Thomas W. Bridge Plaintiff.  
vs  
George W. Merritt et al. Defendants. Answer and Prop. petition.

Ohio 5276

The said M. B. Bridge now comes and enters her appearance herein  
and for her answer and prop. petition says: 1<sup>st</sup> Cause of Action. That on the  
14<sup>th</sup> day of April A.D. 1883 the defendant George W. Merritt for a full and val-  
uable consideration executed and delivered to this defendant his promiss-  
sory note of that date of which the following is a copy.

" \$535.<sup>50</sup> Rushsylvania O. April 14<sup>th</sup> 1883  
On or before the 1<sup>st</sup> day of July 1886, after date I promise to pay to  
the order of M. B. Bridge Five hundred and thirty five <sup>50</sup>/<sub>100</sub> Dollars  
Value Received 6% int. annually. George W. Merritt

There are no credits or indorsements upon said note. There is  
now due to this Defendant from said George W. Merritt upon said note  
the sum of Five hundred and thirty five <sup>50</sup>/<sub>100</sub> Dollars with six per cent  
interest annually from April 14<sup>th</sup> 1883 and for which this defendant is  
entitled to a judgment. 2<sup>nd</sup> Cause of Action. For a second Cause of action  
this defendant says - That she is the owner and holder of both the notes de-  
scribed in said mortgage as executed to M. B. Bridge - that the note described  
in her first cause of action is one of them and is now part due. The other  
note is not yet due and the same is described as follows

" \$535.<sup>50</sup> Rushsylvania O. April 14 1883,  
On or before the 1<sup>st</sup> day of July 1887 after date I promise to pay to  
the order of M. B. Bridge Five hundred and thirty five <sup>50</sup>/<sub>100</sub> Dollars.  
Value received. 6% Interest annually. George W. Merritt

There are no credits or indorsements on said note. There will be due  
plaintiff thereon on the 1<sup>st</sup> day of July next the sum of \$535.<sup>50</sup> with 6 per  
cent interest annually from April 14 - 1883 This defendant further  
says that she is the wife of said T. W. Bridge and that said notes herein  
described were both executed for the purchase money of the land in the  
petition described, and that the said mortgage was executed to secure  
said notes and part of the defeasance clause thereof is that said notes be  
paid. This defendant says that said T. W. Bridge mortgage holds said mort-  
gage as trustee in trust for this defendant and to secure to her the pay-  
ment of said notes. Wherefore this defendant prays that she may have  
judgment upon the note in her first cause of action described in the sum  
of Five hundred and thirty five and <sup>50</sup>/<sub>100</sub> Dollars with 6% of interest annually  
from the 14<sup>th</sup> day of April 1883, and that the same may be declared a  
lien upon said lands from the date of said mortgage - and that said mort-

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Merritt for \$25.<sup>50</sup>  
Att'y

gage and that said mortgage may be foreclosed and said premises ordered sold and the proceeds of said sale may be applied to the payment of the sum due this defendant, and as to the note not due her interest may be protected in such manner as the court may seem equitable and for all proper relief.  
Cameron and Woodburn Attys for M. C. Bridge, Dft.

State of Ohio,  
Union County, ss. J. L. Cameron being first duly sworn deposes and says that he is one of the attorneys of the defendant M. C. Bridge duly authorized that said M. C. Bridge is a nonresident of Union County and that the facts stated and allegations made in her foregoing answer and cross petition are true as he believes.  
J. L. Cameron.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of February 1887.  
J. H. Brighter Notary Public.

Example No. 5276

Clerk. Issue summons upon the cross petition for George W. Merritt returnable according to law. A writ of judgment asked for \$535.<sup>50</sup> with 6% interest annually from April 14-1883 and equitable relief. C. and W.

Afterward, on the 26<sup>th</sup> 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, To the Sheriff of the County of Union,  
You are commanded to notify George W. Merritt, that M. C. Bridge has filed an answer and cross petition in the case of Thomas W. Bridge in the Common Pleas Court of Union County, and that unless he answers by the 26<sup>th</sup> day of March A.D. 1887 the cross petition of the said M. C. Bridge 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 7<sup>th</sup> day of March A.D. 1887. Witness my hand and seal of said Court at Marysville, O. this 26<sup>th</sup> day of Feb. A.D. 1887.

J. L. Burgner Clerk of the Common Pleas Court, Union County, Ohio.  
Endorsed: Amount judgment asked for \$535.<sup>50</sup> 6% interest annually from Apr. 14-1883 Cameron & Woodburn, Attors.

Said writ returned and filed March 7<sup>th</sup> A.D. 1887, endorsed as follows

Sheriff's Return

The State of Ohio,  
Union County, ss. Received this writ Feb. 26-1887 at 2 o'clock P.M. and pursuant to its command on the 7<sup>th</sup> day of March 1887 I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendant George W. Merritt. Service 30 Mileage 4.50 Copy 20 Total \$5.30 M. Hopkins, Sheriff.

Entry

Afterward, on the 1<sup>st</sup> day of April A.D. 1887, the following Entry was made on the Journal, by the clerk of said Court, to-wit;  
Thomas W. Bridge

vs

George W. Merritt et al. This day came the said Thomas W. Bridge and M. C. Bridge by Cameron and Woodburn and the said defendant George W. Merritt and Susan A. Merritt still failing to demur or answer to

Entry No. 5276

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the petition of said Thomas W. Bridge or the crop petition of said M. C. Bridge. This case was submitted to the Court upon the petition of said Thomas W. Bridge and the crop petition of the said M. C. Bridge together with the exhibit and evidence. On consideration whereof the Court being fully advised in its premises do find that the facts stated in said petition and crop petition are true, and as therein stated, and that there is due to the plaintiff from the said George W. Merritt upon the promissory note set forth in the petition including interest to the first day of this term of Court the sum of two hundred and twenty five <sup>30</sup>/<sub>100</sub> Dollars. The Court further find that in order to secure the payment of said note the defendants George W. Merritt and his wife Susan A. Merritt executed and delivered to said plaintiff and M. C. Bridge a certain mortgage as in the petition described and on the premises therein described that said mortgage was duly recorded in book 19 Page 109 of the records of mortgages of Marion County and is the first and best lien on the premises described in the petition. The Court further find that the defendant George W. Merritt executed to the defendant M. C. Bridge the notes in the crop petition described and that said notes are secured by the mortgage in the petition set forth and that upon the first note described in said crop petition there is due to the said M. C. Bridge from said George W. Merritt including interest to the first day of this term of Court the sum of \$667.<sup>26</sup> and that the other note in said crop petition will be due the first of July next which note is unpaid. It is therefore considered and adjudged that unless said defendant George W. Merritt shall within five days from the entry of this decree pay redem to be paid to the Clerk of this Court the costs in this case and to the plaintiff and to the defendant M. C. Bridge the sums so found due them as aforesaid with interest from the first day of this term of Court according to the terms of said mortgage deed the defendant George W. Merritt and Susan A. Merritt's equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Marion County directing him to sell said premises as upon execution and bring the proceeds into Court for further order and as to the note due this cause is continued.

Afterward on the day of \_\_\_\_\_ A.D. 1888 the following entry was made on the journal by the Clerk of said Court, to wit:

Entry  
5276

J. W. Bridge  
vs  
George W. Merritt et als. This day came the plaintiff and M. C. Bridge by their attorneys and the defendant George Merritt came also and paid off the respective demands of the plaintiff and of M. C. Bridge together with the costs and with the consent of the purchaser the sale here before made in this case is set aside and it is ordered that the Clerk cause the mortgage in this cause to be cancelled on the record.

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

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Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Subdivision of the Southern 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 25 day of Sept. A. D. 1886. the following Petition was filed with the Clerk of said Court, to-wit:

Petition No. 173

J. W. Robinson, Plaintiff, against Adams Wolford, Harriet Wolford John M. Sanders, Defendants.

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

The said plaintiff, J. W. Robinson for his first cause of action, says, that on the 29<sup>th</sup> day of March A. D. 1884, the said Defendants Adams Wolford & his wife Harriet Wolford made and delivered to the said plaintiff J. W. Robinson their certain one Promissory Note, a true copy of which, with all credits and endorsements thereon is in the words and figures following, to-wit: "One year after date I promise to pay to J. W. Robinson or bearer seven hundred dollars with eight per cent interest payable annually with the right to pay the whole any time we desire for value rec'd - March 29, 1884. Adams Wolford, Harriet A. Wolford."

That said Promissory Note is due, and no payments have been made thereon. That there is due the Plaintiff on said Promissory Note, from said Defendants, Adams Wolford & his wife the sum of seven hundred dollars (\$700 -), with interest of \$700<sup>00</sup>/<sub>100</sub> thereof, at the rate of 8 per centum per annum, payable annually, from the 29<sup>th</sup> day of March, A. D. 1884, and on \$ thereof, with interest at the rate of per centum per annum, from the day of A. D. 18 , for which amount the Plaintiff asks Judgment against said Wolford & wife.

For his second cause of action the Plaintiff says: That in order to secure the payment of said Promissory Note set forth in his first cause of action, and the interest accruing thereon, the said Defendants Adams Wolford & Harriet his wife, executed, acknowledged and delivered to said plaintiff J. W. Robinson their Mortgage Deed, on said 29<sup>th</sup> day of March, A. D. 1884, and thereby conveyed to said J. W. Robinson, & his heirs and assigns forever, the following described Premises, Lands and Tenements, to-wit: Situate in the County of Union and State of Ohio, and known as part of survey No. 5613. Beginning at a stake and stone, North East corner of lands belonging to R. J. McAllister, thence S. 82 1/2 W. 71 poles to a stake witness a jack oak N. 5 1/2 E. 16 1/2 links a black ash S. 72 E. one pole, thence S. 7 E. 20 1/2 poles to a stone with pieces of brick under it & a stake thence S. 80 W. 52 poles to a stake in the line of Charles Martins land thence with said line of Martin S. 8 E. 27 1/2 poles to a stake witness a hickory and a bur oak corner to Charles Martin thence S. 80 E. 123 1/2 poles to a stake in the line of R. J. McAllister's land thence with his line N. 8 1/2 W. 40 3/4 poles to the beginning containing 31 acres but excepting 2 acres conveyed by Burkepile to James Wilson on the south side of said piece & west of the road leaving 29 acres here conveyed. The said Defendant Adams Wolford and Harriet wife of said Adams Wolford, joined her said husband in the execution, acknowledgement and delivery of said Mortgage Deed, and thereby did

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Receipt No. 173



Remise, Release and Forever Quit-claim unto the said J.W. Robinson + his heirs and assigns forever, all her right and title of every kind in and to the above described premises. On the same day said Mortgage Deed was left for Record in the office of the Recorder of said County, and the same was duly Recorded by him in Volume Page of Records of Mortgage Deeds, on the day of March, A.D. 1884. Said Mortgage Deed had a certain condition thereunder written, that if the said Adams Wolford + Harriet his wife and their heirs, assigns, executors or administrators shall well and truly pay said Promissory Note, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void otherwise to be and remain in full force and virtue in law. The condition of said Mortgage Deed has been broken, and the same has become absolute by the non-payment 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. That all the other Defendants herein named have or claim to have a lien or liens upon or other interest in said mortgaged premises, but said Plaintiff is unable to state the nature or extent thereof, except it is a former mortgage executed to said Defendants.

The Plaintiff prays that all of the Defendants above named may be notified of the pendency of this Petition, and that they may be required to answer the same, and set forth specifically the nature and amount of their respective claims or liens upon said mortgaged premises, if any they have, and the time or times when the same attached thereto. The said Plaintiff says said mortgage to him was a renewal of a prior mortgage on the same land made more than a year prior thereto. Wherefore, the said Plaintiff prays Judgment against said Defendants Adams Wolford + Harriet his wife for said sum of \$700 Dollars \$, with interest on \$700 thereof at the rate of 8 per centum per annum payable annually from the 29 day of March, A.D. 1884. And the Plaintiff further prays that the priority of the several liens on said mortgaged premises may be ordered to be sold according to law, that the proceeds of such sale may be applied first to the payment of taxes if any are due on said premises; second, to the payment of the costs of this action; and third, to the payment of the Plaintiff's lien in its proper order of priority, and that he may have such other and further relief as in equity he is entitled to.

J.W. Robinson, In person - Attorney.

The State of Ohio,  
Union County, ss. J.W. Robinson being duly sworn, says he is the plaintiff and that the matters and things set forth in the foregoing Petition are true as he verily believes.

Sworn to by said J.W. Robinson before me and by him subscribed in my presence, this 25<sup>th</sup> day of Sept. A.D. 1886.  
J.D. Burgeuer, Clerk of Courts.

J.W. Robinson, Plaintiff.  
Against  
Adams Wolford, et als Defendants  
Issue a Summons for said Defendants Adams Wolford + Harriet Wolford + John M. Sanders directed to the Sheriff of said County of Union

The State of Ohio, Union County, ss.  
In the Court of Common Pleas.  
To the Clerk of said Court:  
Issue a Summons for said Defendants Adams Wolford + Harriet Wolford + John M. Sanders directed to the Sheriff of said County of Union

Receipt  
No 5753

returnable according to law. Endorse: "Action for Money, Sale of Mortgaged Premises and relief." Amount claimed, \$700<sup>00</sup>, with interest on \$700<sup>00</sup> thereon at the rate of 8 per centum, per annum, from the 29<sup>th</sup> day of March, 1884, payable annually.

*Summons* Afterward, on the 25<sup>th</sup> day of Sept. 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 Adams Wolford and Harriet Wolford and John M. Sanders that they have been sued by J.W. Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 23<sup>rd</sup> day of October A.D. 1886 the petition of said plaintiff 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. You will make due return of this summons on the 4<sup>th</sup> day of October A.D. 1886. Witness my hand and the seal of said Court, this 25<sup>th</sup> day of September A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Endorsed, An action for money only and sale of Mortgaged premises and relief, amount claimed \$700 with 8% int. per annum from Mar. 29<sup>th</sup> 1884 payable annually, J.W. Robinson Plaintiff's Atty

*Sherriff's Return* No. 5173 The State of Ohio, Union County, ss. Received this Writ Sept. 25 A.D. 1886, at 2 o'clock P.M. and pursuant to its command, on the 4 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 defendants. Service, 60 Mileage 2.88 Copy 60 Total \$ 4.08 M. Hopkins, Sheriff.

Afterward, on the 27<sup>th</sup> day of Oct. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

*Entry* No. 5173 J. W. Robinson vs Adams Wolford, Harriet Wolford et als. This day came on this cause to be heard on the petition & the evidence. Whereupon the Court being fully advised on the premises do find that defendants have been duly served with process of summons & that the allegations of the petition are true & that there is due plaintiff from said Adams Wolford & Harriet Wolford defendants on the note & mortgage named in said petition the sum of eight hundred & fifty four dollars which is the first & best lien on said lands. It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of said defendants said sum of \$ 854 & the costs herein if they fail for three days to pay said sum & interest thereon at eight per cent & costs that an order of sale issue to the sheriff of this county commanding him to appraise, advertise & sell said premises in said petition described & bring the proceeds thereof into Court for distribution according to law.

Order of Sale No. 5173

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Afterward, on the 27<sup>th</sup> day of January A.D. 1887 the following Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio,  
Order of 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 27<sup>th</sup> day of October A.D. 1886, in the cause of J. W. Robinson Plaintiff, and Adams Wolford Defendant, said J. W. Robinson obtained a judgment or decree against the said Adams Wolford for the sum of eight hundred and fifty four <sup>700</sup>/<sub>100</sub> Dollars, and <sup>700</sup>/<sub>100</sub> Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Adams Wolford shall within three days from the 27<sup>th</sup> day of Oct. A.D. 1886, pay unto the said J. W. Robinson, the said sum of eight hundred and fifty four <sup>700</sup>/<sub>100</sub> Dollars with interest from 27<sup>th</sup> 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 statute regulating judgments and executions at law to sell the real estate described in Plaintiff's petition, &c: and whereas, the three days aforesaid have fully expired and the said sum of \$854.<sup>00</sup> 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 - of - County of Union and State of Ohio, bounded and described as follows: and known as part of survey No. 5613 Beginning at a stake and stone north east corner to lands belonging to R. T. McAllister. Thence S 82 1/2 W. 71 poles to a stake witness a Jack oak N. 58 1/2 E. 1 1/2 links a black ash S. 72 E. one pole, Thence S. 7 E. 20 1/2 poles to a stone with pieces of brick under it. & a stake, Thence S. 80 west 52 poles to a stake in the line of Charles Martin's land, Thence with said line of Martin S. 8 E. 27 1/2 poles to a stake witness a hickory and a bur oak corner to Charles Martin, thence N. 80 E. 123 1/2 poles to a Stake in the line of R. T. McAllister's land, Thence with his line N. 8 1/2 W. 70 3/10 poles to the beginning, containing 31 acres excepting 2 acres conveyed by Burkepile to Ames Wilson on the south side of said piece and west of the road leaving 29 acres here conveyed.

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 27<sup>th</sup> day of January A.D. 1887.

J. L. Burdner Clerk.

The State of Ohio,  
Union County, ss. Sheriff's Return.  
In obedience to the command of the Order of Sale here-

to answer I did on the 1<sup>st</sup> day of Feby 1887, summon D. Wright Webb, P. W. Bowt, and J. S. 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 1<sup>st</sup> day of February, A. D. 1887, said appraisers returned to me under their hands and seals, that they did, upon actual view of the premises estimate and appraise the real value in money of the same at thirty dollars per acre. A certified copy of said appraisal, together with deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 2 day of Feby 1887, I caused to be advertised, in the Marietta Daily Tribune (a news paper printed and published, and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 5 day of March A. D. 1887, 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 5 day of March A. D. 1887 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and there came James W. Robinson who bid for the same the sum of five hundred and eighty dollars, and said sum being 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 five hundred and eighty dollars.

Sherriff's Fees, Service, 30 Summoning and Swearing appraisers 1.20 Conveying Appraisers 1.00 Writing appraisal, 30 Copy of appraisal 30 Notice to Printer 50 Mileage 19.2 Total \$5.32 Appraisers Fees 3.00 Printers Fees 14.50 M. Hopkins, Sherriff

Afterward, on the day of A. D. 1888 - the following Proof of Publication was filed with the Clerk of said Court to wit:

J. W. Robinson  
as  
Clerk Court Common Pleas, Union County, O.  
Adam Wolford 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 north door of the Court House, in Marietta, Ohio, on Saturday, March 5<sup>th</sup> 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 County of Union and State of Ohio, and bounded and described as follows: Known as part of survey No. 5613, beginning at a stake and stone northeast corner to lands belonging to R. J. Mc Allister; thence south 82 1/2 west 71 poles to a stake, witness a jack oak, north 58 1/2 east 16 1/2 links to a black ash, south 72 east 1 pole; thence south 7 east 20 1/2 poles to a stone with pieces of buck under it and a stake, thence south 80 west 52 poles to a stake, in the line of Charles Martin's land thence with said line of Martin south 8 east 27 1/2 poles to a stake, witness a hickory and a bur oak, corner to Charles Martin; thence north 80 east 123 1/2 poles to a stake in the line of R. J. Mc Allister's land; thence with his line north 8 1/2 west 40 1/2 poles to the beginning; containing 31 acres, excepting 2 acres conveyed by Burkepile to Amos Wilson, on the south side of said piece and west of the road leaving 29 acres here conveyed.

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Appraised at \$30.00 per acre. Terms of Sale, Cash,  
Marion Hopkins, Sheriff Union County, Ohio.  
J.W. Robinson, Attorney. February 2, 1887 - p. 1450

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 five consecutive weeks in the "Marysville Tribune," a news paper of general circulation in the County of Union, the first publication beginning with February 2<sup>nd</sup> 1887.

J.W. Bremer.  
Sworn to and subscribed before me, this - day of 1887  
John L. Burquer, Clerk.

Afterward, on the 7<sup>th</sup> day, Mar. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry No. 173

J.W. Robinson vs Adams Wolford et al. This day came on this cause to be heard on the motion to confirm the sale made in this cause & the court being fully advised in the premises do find the said sale & proceedings in all respects regular & lawful and therefore do confirm said sale & proceedings & order the sheriff to execute to said purchaser a deed for said land in the petition described in fee simple conveying to him & his heirs all the title of all of said defendants therein and clear of all incumbrances.

And the Court order out of the proceeds of said sale that the costs herein be paid & the taxes and assessments therein now due be paid including the June payment 1887 & that the balance of said purchase money be paid plaintiff on his decree hereinbefore rendered & found to be the first lien on said land & that an award of execution bet the same is here made against said Adams Wolford & Harriet Wolford his wife for the balance of said decree due said J.W. Robinson amounting to \$

Attest, John L. Burquer, 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<sup>st</sup> day of February in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 21<sup>st</sup> day of Feb. A.D. 1887, the following Petition and Answer in cognovit was filed with the Clerk of said Court, to wit:

Petition No. 269

George W. Holland, Plaintiff, vs W. Potts, Defendant.  
The State of Ohio, Union County, ss. In the Court of Common Pleas.  
Petition.

Plaintiff says that the Defendant on or about the 15<sup>th</sup> day of September, A.D. 1885, executed and delivered one E.S. Clarke, 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 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 Defendant, the sum of One hundred + Nineteen Dollars and Ninety eight cents, with interest at the rate of eight per centum per annum from the first day of November, A.D. 1886. Wherefore, the said Plaintiff ask Judgment against the said Defendant for the sum of one hundred + Nineteen Dollars and Ninety eight cents, with Interest thereon at the rate of eight per centum per annum from the first day of November A.D. 1886, 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 <sup>that</sup> 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 21<sup>st</sup> day of February A.D. 1887.

J. D. Burquer, Clerk of Common Pleas Court, York Tp. Union Co. Sept. 15<sup>th</sup> 1885.

\$112.50

On the first day of November 1886, I, ev. or either of us promise to pay E. B. Clark or Bearer, One hundred and Twelve <sup>50</sup>/<sub>100</sub> Dollars, for Value Received, with 6 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 becomes due, with or without process, to appear for us in 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. W. Potts [Seal]

Witness S. D. Worbe. Endorsed: "Geo. Holland." The State of Ohio, Union County, ss. In the Court of Common Pleas. Answer. W. Potts, Defendant.

By virtue of the Warrant of Attorney attached to the foregoing Petition, J. 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 Geo. W. Holland, Plaintiff, against said W. Potts, Defendant, and Waive the Issuing and Service of Process therein, and confess a judgment in favor of the said Geo. W. Holland against said W. Potts for the sum of One Hundred + Seventy two - Dollars, and Fifty eight cents, Damages, being the amount appearing due for Principal and Interest on said Promissory Note, and also for costs of Suit, and I do hereby Release all errors and Waive all Rights of Appeal. P. R. Kerr, Defendant's Attorney

Entry, as W. Potts vs. This day came the Plaintiff, by S. S. Gardiner his 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

produced of process of the said out to \$122.50 defendant with cost the rate said av all right

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Petition No. 5160

E. B. Clark The purpose from a promise which \$222.60

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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 \$122.<sup>58</sup> It is therefore considered that said Plaintiff do recover of said Defendant, the said sum of \$122.<sup>58</sup> so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 8 per centum per annum from Feb. 21-1887, 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. Burgamer, Clerk.  
By Nellie Conroy, Deputy.

Pleas before the Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville within and for the County of Union, 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 6 day of Sept. A.D. 1886, the following Petition was filed with the Clerk of said Court, to wit:

*Petition*  
O. M. Scott & Bro. Plaintiffs,  
Against  
E. B. Moore and E. M. Witter, Defendants.  
*Union County, Ohio.*

*No. 5160*  
The plaintiffs say - That they are a partnership formed for the purpose of carrying on business in the State of Ohio, under the above firm name. The plaintiffs say that this action is founded upon a promissory note for the unconditional payment of money, a copy of which the following is a copy with the credits thereon, to wit:

\$222.60  
No. 9 1883.  
Six months after date we promise to pay to the order of A. B. Witter Seven hundred and twenty two and  $\frac{60}{100}$  Dollars. Value received. Six per ct. Int. after date. E. B. Moore E. M. Witter.

Credited on said note is the following - Paid on the within note \$103.<sup>10</sup> Dec. 18<sup>th</sup> 1884. By Mrs. E. B. Moore. No other payment has been made on said note. The said A. B. Witter, the payee of said note, long before the commencement of this action sold assigned and delivered said promissory note to the plaintiffs and they are now the legal owners and holders thereof, and there is due from the defendants to the plaintiffs on said promissory note the sum of One hundred and thirty four and  $\frac{30}{100}$  Dollars with interest from the 18 day of December 1884.

The plaintiffs therefore ask judgment against the defendants for said sum of \$134.30 with interest from the 18 day of December 1884, and for other proper relief. Porter & Porter, Attorneys for Plaintiffs.

E. W. Porter, being duly sworn makes oath that he is one of the attorneys for the plaintiffs in the above action. This action is founded upon a written instrument for the payment of money, and said instrument is in possession of affiant as such attorney and affiant believes the facts stated in the foregoing petition to be true. E. W. Porter.

Known to by E. W. Porter before me, and signed by him in my presence this 6<sup>th</sup> day of September A.D. 1886.

J. L. Burgher, Clerk.

Præcipe No. 5160 To the Clerk: Issue a summons in the above action to Sheriff of Union County against E. M. Witter and to Sheriff of Madison County against Mrs. E. B. Moore &c. Endorse amt. claimed, \$134.30 with interest from December 1884. Porter & Porter, Attorneys for Plaintiffs.

Afterward, on the 29<sup>th</sup> day of Dec. 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 E. M. Witter & Mrs. E. B. Moore that they have been sued by O. M. Scott & Bro. in the Court of Common Pleas of Union County, and that unless they answer by the 29<sup>th</sup> day of Jan. A.D. 1887 the petition of said O. M. Scott & Bro. 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 10<sup>th</sup> day of January A.D. 1887. Witness my hand and the Seal of said Court, this 29<sup>th</sup> day of Dec. A.D. 1886 at Marysville, O. J. L. Burgher, Clerk.

Summons No. 5160

Endorsed: Money Only. Amount Claimed, \$134.<sup>30</sup> and interest as follows at 6 per cent.; From Dec. 18-1884. Porter & Porter, Plff's Atty. Said Writ returned and filed Jan 10 1887, endorsed as follows, to wit:

Sherriff's Return

The State of Ohio, Union County ss: Received this Writ Dec. 29<sup>th</sup> 1886, at 10 o'clock A.M. and pursuant to its command, on the 30<sup>th</sup> day of Dec. A.D. 1886, I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendant, E. M. Witter. The defendant E. B. Moore not found in any county. Sheriff's Fees, Service 30 Mileage 1.28 Copy, 70 Total \$1.98 M. Hopkins, Sheriff.

Afterward, on the 29<sup>th</sup> day of Dec. 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 Madison, Greeting: We command you to notify Mrs. E. B. Moore that she et al. have been sued by O. M. Scott & Bro. in the Court of Common Pleas of Union County, and that unless she answers by the 29<sup>th</sup> day of Jan. A.D. 1887 the petition of said O. M. Scott & Bro. 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 10<sup>th</sup> day of January A.D. 1887. Witness my hand and the Seal of said Court, this 29<sup>th</sup> day of Dec. A.D. 1886 at Marysville, O. J. L. Burgher, Clerk.

Summons No. 5160

Endorsed: Money Only. Amount Claimed, \$134.<sup>30</sup> and interest

Sherriff's Return.

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Answer No. 5160

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Sherriff's Return.

as follows, at 6 per cent., from Dec. 18-1884. Porter & Porter, Offs Atty.  
 Said Writ returned and filed Jan. 10-1887, endorsed as follows, to-wit:  
 The State of Ohio,  
 Madison County, ss. Received this Writ Dec. 30<sup>th</sup> A.D. 1886, at 3 o'clock P.M.  
 and pursuant to its command, on the 6<sup>th</sup> day of Jan'y. A.D. 1887, I served  
 the same by leaving a certified copy of this Writ at the place of residence  
 of the within named Def. Mrs. E. B. Moore with all the endorsements  
 thereon. Service 30 Mileage 300 Copy 20 Return 25 Total \$ 75  
 J. H. Kent, Sherriff of Madison Co. Ohio.

Answer.

Afterward, on the 7<sup>th</sup> day of Jan A.D. 1887, the following Answer was  
 filed with the Clerk of said Court, to-wit:  
 O.M. Scott & Brothers, Plaintiffs. Union County Court of Common Pleas.  
 vs  
 Separate Answer of E. M. Witter.  
 E. B. Moore et al. Defendants.

No. 5760

First Defense. Now comes the said E.M. Witter and files this his sep-  
 arate answer to the petition of the plaintiffs; And says that he ad-  
 mits the execution of the note as set forth in said petition. But de-  
 nies that he was indebted to the said A.B. Witter at the execution of  
 said note in said sum of \$222<sup>00</sup> or any other sum, and also denies  
 2<sup>d</sup> defense. Said defendant further denies that said O.M. Scott & Bro.  
 were the owners or holders of said note prior to its maturity, and are  
 therefore not innocent purchasers of the same. Third Defense. Said  
 E.M. Witter says that at the execution of said note he and his Brother  
 A.B. Witter were having some business transactions with each other.  
 That it was agreed by and between this defendant and his brother that if  
 the said defendant would execute the note sued on in which Mrs. Moore  
 had joint interest and which joint interest she has already paid as per  
 indorsement of December 18<sup>th</sup> 1884 of \$103<sup>00</sup> Then he said A.B. Witter would  
 settle up with this defendant and give him notes or money enough  
 out of sale of personal property that he was then making to pay him  
 his claim of about \$275<sup>00</sup> Dollars. That no sooner than this defendant  
 gave his said note to the said A.B. Witter than <sup>said</sup> A.B. Witter refused to settle  
 with him and has yet refused & neglected to settle with and pay off  
 this defendant his claim of about \$275<sup>00</sup> due him from said A.B. Witter  
 and that he is indebted to this defendant in said sum of \$275<sup>00</sup> Dol-  
 lars which indebtedness was a valid defense to this claim in the hands  
 of the said A.B. Witter. He therefore prays that he may go hence  
 without day and recover his costs herein expended.

J.M. Kennedy, Atty for Def.

The State of Ohio,  
 Union County, ss. E.M. Witter being duly sworn says the facts and al-  
 legations of the foregoing answer are as he believes true. E.M. Witter.  
 Sworn to and subscribed by the said E.M. Witter before me this  
 7 day of January 1887.  
 [Seal] J. L. Buzner Clerk.

Afterward, on the day of A.D. 1887, the following Denun-  
 cer was filed with the Clerk of said Court, to-wit:

O.M. Scott + Bro. Plaintiffs.  
Demurrer. Against  
E. B. Moore and E. M. Witter Defendants.

No. 5160

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

The plaintiffs demur to the third ground of defense set up in the separate answer of E. M. Witter and for ground of demurrer say: That the third defense does not state facts sufficient to constitute a defense to the plaintiffs cause of action. Porter + Porter, Attys for Plaintiffs.

Afterward on the 25 day of February, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

No. 5160

O.M. Scott + Bro. vs E. B. Moore + E. M. Witter. This day the plaintiffs upon their motion have leave to withdraw their reply to the third ground of defense set up in the separate answer of E. M. Witter and have leave to file a demurrer to said third defense. And thereupon this cause came on further to be heard upon the demurrer to said third defense and the court being fully advised in the premises do find said demurrer well taken and sustain the same.

Afterward on the 25 day of Feb A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

No. 5160

O.M. Scott + Bro. vs E. B. Moore + E. M. Witter. This day this cause came on further to be heard, and the said E. B. Moore failing to answer or demur to plaintiffs petition and the said E. M. Witter not desiring a trial by jury this cause is submitted to the court upon the pleadings and evidence and the court being fully advised in the premises find that the said defendants E. B. Moore and E. M. Witter do owe the plaintiff the sum of one hundred and fifty one + 90/100 Dollars (\$151.90) as plaintiffs in their petition have alleged. It is therefore considered and adjudged, that the plaintiffs recover of said defendants said sum of \$151.90 so as aforesaid found their due, together with their costs in this behalf expended taxed at \$ - It is further agreed between the parties hereto, that execution be stayed in this case until the first day of October 1887.

attest.

John L. Burgener, 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. Here to fore, 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.

No. 4821

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William H. Hickman as executor of H. J. Hickman, decd.  
Plaintiff.

No. 4821

Petition.

against

No. 4821 William Kightlinger, Kennetta Kightlinger, W. L. Query,  
A. B. Robinson, James Williams, George Wilbur and the  
Home Building & Loan Association of Marysville, O. Defts.

Court of Common  
Pleas Union County  
Ohio.

Petition.

The Plaintiff says: That on or about the day of A.D. 1884 the said H. J. Hickman died leaving a will, which was duly admitted to probate and record by the Probate Court of Hamilton County, Ohio, and letters testamentary were thereupon issued to the plaintiff by said Court and the plaintiff thereupon duly qualified as executor. 2<sup>d</sup> On the 18<sup>th</sup> day of August 1883 the defendant William Kightlinger made and delivered to one W. L. Hazen his four promissory notes of that date and thereby promised to pay to said W. L. Hazen or order \$124<sup>50</sup> April 1, 1884 - \$183<sup>00</sup> April 1, 1885 - \$183<sup>00</sup> April 1, 1886 - \$183<sup>00</sup> April 1, 1887 - with interest from date on all of said notes - all of said notes, except the first one named above have since been paid (a copy of said first named note is hereto attached marked exhibit "A.") 3<sup>d</sup> On said 18<sup>th</sup> day of August 1883 to secure the payment of said notes (all of which were given for the purchase money for the premises hereinafter described) said defendant William Kightlinger executed to said W. L. Hazen his mortgage deed and thereby conveyed to said W. L. Hazen, his heirs or assigns the following premises situate in the County of Union and State of Ohio and in the Village of Marysville being a part of V.M. Surveys Nos. 3351 and 3354 & bounded and described as follows - Beginning at the north west corner of Lots No. 9 in the northern addition to Marysville and formerly owned by John Guthrie and more recently owned by Jacob Schell, thence running West with the South line of Andrew Keyes' lot of land to the east margin of Lincoln Avenue (now Maple Street); thence with the margin of said Maple Street 10 Poles; thence east to the South west corner of Lot No. 18 and North west corner of Lot No. 14 owned by Andrew Marks; thence with the west line of said Lots Nos. 18 & 14 to the beginning containing one half acre of land. The condition contained in said mortgage deed was in substance that if said grantors or any one for them should will and truly pay the aforesaid promissory notes together with the interest thereon as they severally became due then these presents should be void other wise to be and remain in full force and virtue in law. 4<sup>th</sup> On the 25<sup>th</sup> day of August 1883 said mortgage was delivered to the recorder of said county to be by him entered on record & was recorded the same day in Vol. 19 Page 134 of Mortgage Records of said County. 5<sup>th</sup> Afterwards for a full fair and valuable consideration said W. L. Hazen sold indorsed and delivered to said H. J. Hickman the first note of \$124<sup>50</sup> due April 1, 1884 and the plaintiff as executor of the estate of said H. J. Hickman is now the legal owner and holder thereof. Afterwards said W. L. Kightlinger paid off to said W. L. Hazen all of the remaining notes secured by said mortgage in full and said W. L. Hazen then so entered the fact upon the mortgage and assigned it to plaintiff for the protection of his said note as will appear by reference to the Record of said Mortgage. 6<sup>th</sup> The defendants W. L. Query, A. B. Robinson, James Williams,

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George Wilbur and the Home Building and Loan Association of Marysville Ohio each has as appears of record some claim upon said premises but of the exact extent of said claims plaintiff is not advised and asks that they each be made defendants hereto and be required to answer and set up what ever claim or claims they may respectively have to or upon said premise

7- The said deed has become absolute. There is now due from said W. Kightlinger to plaintiff as executor, upon said indebtedness the sum of One hundred & four \$100.00 Dollars with 6% interest thereon from December 4, 1884. The plaintiff therefore asks judgment against said W. Kightlinger for said sum of one hundred & four \$100.00 Dollars with 6% interest from December 4, 1884, and that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said indebtedness in the order of its priority with the claims of the defendants herein and for all proper relief. A. S. Carpenter, Atty. for Plaintiff The State of Ohio.

Union County, ss. A. S. Carpenter being sworn says that he is the attorney for the above named plaintiff duly authorized herein. Affiant further says that said plaintiff is a non resident of said county of Union and is now absent therefrom. Affiant further says the facts stated and allegations contained in plaintiffs foregoing petition are true as he verily believes. A. S. Carpenter

Sworn to by A. S. Carpenter before me and signed by him in my presence this 2<sup>nd</sup> day of May 1885. J. L. Burquer Clerk

Præcipe

To Clerk: Issue summonses for defendants in above entitled case returnable according to law - Indorse "Amt. claimed \$104<sup>00</sup> @ 6% from Dec. 4, 1884 & foreclosure of mortgage." A. S. C.

No. 4821

Exhibit "A"

\$124<sup>50</sup> Marysville, Ohio, Aug. 18, 1883 - April 1<sup>st</sup> 1884 after date I promise to pay to the order of W. S. Hazen One hundred and twenty four & <sup>50</sup>/<sub>100</sub> Dollars value received with interest at 6% from date - being part purchase money for land this day conveyed by M. S. Hazen to W. Kightlinger.

Indorsed "Pay to W. H. Hickman as executor of H. J. Hickman deceased, or order "M. S. Hazen"

Waiver

Dec. 4, 1884 - Recd on the within note Thirty Dollars. We hereby waive the issuing and service of summonses and enter our appearance in the above case this 2<sup>nd</sup> day of May 1885. W. Kightlinger, Henrietta Kightlinger. By W. Kightlinger Attest John M. Brodick.

afterward on the 2<sup>nd</sup> day of May A.D. 1885, the following summonses was issued by the Clerk of said Court, to wit:

summonses

The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We command you to notify W. S. Currier, A. B. Robinson, James Williams George Wilbur and The Home Building and Loan Association of Marysville, Ohio, and W. Kightlinger et al. have been sued by William H. Hickman as executor of H. J. Hickman decd. in the Court of Common Pleas, of Union County, and that unless they answer by the

No. 4821

30 day of H. J. Hickman such per you A.D. 1885 of May

foreclosure

Sherriff's Return No. 4821 The State of Ohio and pursuant to said

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Answer

No. 4821

William A. B. Robinson Home B

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30 day of May A.D. 1885 the petition of said William H. Hickman as Executor of H. J. Hickman decd. 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 subpoena on the 11<sup>th</sup> day of May, A.D. 1885. Witness my hand and the seal of said Court, this 2<sup>nd</sup> day of May A.D. 1885. [Seal] J. L. Burgner, Clerk.

Endorsed: Amount claimed \$104<sup>17</sup>/<sub>100</sub> int. from Dec. 4<sup>th</sup> 1884 + foreclosure of mortgage. A. T. Carpenter, Plaintiff's attorney. Said Writ returned and filed May 11, 1885, endorsed as follows,

Sherriff's Return No. 4821 The State of Ohio, Union County, ss. Received this Writ May 4<sup>th</sup> A.D. 1885, at 1 o'clock P.M. and pursuant to its command, on the 7<sup>th</sup> day of May A.D. 1885, I served the same by handing a true copy thereof with the endorsements thereon to said defendants. Service 70 Mileage .80 Copy 1.00 Total \$2.70 M. Hopkins, Sheriff. By A. H. Goodwin Depty.

Afterward, on the 22<sup>nd</sup> day of May A.D. 1885, the following answer was filed with the Clerk of said Court, to wit:

William H. Hickman as executor of H. J. Hickman Decd, Pff., No. 4821  
 Against  
 William Kightlinger, Henrietta Kightlinger, W. L. Curry, Court of Common Pleas Union County, Ohio.  
 A. B. Robinson, James Williams, George Wilbur and the Home Building & Loan Association of Marysville, Ohio. Defendants. Ans. to Sup. Petition.

Now comes W. L. Curry one of the defendants in the above action and for his answer and Cross Petition, says - 1<sup>st</sup> That on the 18<sup>th</sup> day of Feb. 1884 the defendants William Kightlinger made and delivered to the defendant W. L. Curry his two promissory notes of that date and thereby promised to pay W. L. Curry or order Sixty one Dollars June 10<sup>th</sup> 1884 with eight per cent interest from date. Also Sixty one Dollars September 10<sup>th</sup> 1884, with eight per cent interest from date. (a copy of said notes hereto attached marked exhibits A & B) 2<sup>nd</sup> On said 18<sup>th</sup> day of February 1884, to secure the payments of said notes said defendants William Kightlinger and his wife Henrietta Kightlinger executed to said W. L. Curry their Mortgage deed and thereby conveyed to said W. L. Curry his heirs or assigns the following premises situated in the County of Union and State of Ohio and in the Village of Marysville, being a part of V. M. Surveys Nos 3357 and 3354 bounded and described as follows - Beginning at the North West corner of Lot No. 19 the Northern Addition to Marysville and formerly owned by John Chittwin and more recently owned by Jacob Snell, thence running West with the South line of Andrew Kerfer lot of land to the east Margin of Lincoln Avenue (now Maple Street) thence with the margin of said Maple Street 10 Poles thence east to the South west corner of Lot No. 18 and North West corner of Lot No. 14 owned by Andrew Marks: thence with the west line of said Lot No. 18 + 19 to the beginning containing one half acre of land - Being the same premises described in the plaintiff's Petition in this action. The conditions

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contained in said mortgage deed was in substance that if said grantors or anyone for them should well and truly pay the aforesaid promissory notes together with the interest thereon or that severally become due thereon these presents should be void otherwise to be and remain in full force and virtue in law. 3<sup>rd</sup> On the day of February 1884 said mortgage deed was delivered to the recorder of said County to be by him entered on record and was recorded on the day of February 1884 in Vol. Page of Mortgage Records of said County. 4<sup>th</sup> The said deed has become absolute. There is now due from said William Kightlinger to the said defendant W. S. Curry One Hundred and twenty two dollars with 8% interest thereon from February 18<sup>th</sup> 1884. The defendant W. S. Curry therefore asks judgment against said William Kightlinger for said sum of One hundred and twenty two dollars with 8% interest from February 18<sup>th</sup> 1884 and that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said indebtedness in the in the order of its priority, and for all proper relief.

Cameron B. Woodburn, attys for W. S. Curry, of the Defendants

The State of Ohio,  
Union County, ss. W. S. Curry being first duly sworn says that the facts stated and allegations contained in his foregoing answer and cross petition are true as he verily believes. W. S. Curry

Sworn to by W. S. Curry before me and signed by him in my presence this day of May 1885. A. H. Beightler, Notary Public Seal

Exhibit "A"

Marysville, O. Feb. 18<sup>th</sup> 1884.  
On or before June 10<sup>th</sup> 1884, I promise to pay to the order of William S. Curry Sixty one dollars, Value received with interest at eight per cent from date.  
Witness R. S. Woodburn. William <sup>his</sup> Kightlinger <sub>mark</sub>

Exhibit "B"

Marysville, O. Feb. 18<sup>th</sup> 1884.  
On or before September 10<sup>th</sup> 1884, I promise to pay to the order of William S. Curry Sixty one dollars, Value received with interest at eight per cent from date.  
Witness R. S. Woodburn. William <sup>his</sup> Kightlinger <sub>mark</sub>

Afterward, on the 7 day of July 1885, the following cross Petition was filed with the clerk of said Court, to wit:

Wm. H. Hickman Executor of J. H. Hickman dec'd	Plaintiff	Court Common Pleas, Union County, Ohio.
Wm. Kightlinger, W. S. Curry, A. B. Robinson,		Answer + cross petition
James Williams, George Wilber and The Home Building and Loan Association Company.	Defendants	of the Home Building + Loan Association Company.

The Home Building and Loan Association Company of Marysville, Ohio, defendants for its answer + 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 Home Building + Loan Association Company says that

Answers  
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on the day of 18 J. J. Hazen and Sarah E. Hazen conveyed by deed of general warranty to W. L. Hazen the premises described in the petition said deed recorded Vol. 52 page 3 and on the day of said W. L. Hazen and Julia Hazen his wife conveyed the same by deed of general warranty to said Wm. Kightlinger defendant by deed recorded Vol. 56 page 57 Norton County Deed records, and said defendant asks that said persons be made parties defendant hereto. The said defendant J. J. Hazen is indebted to said Home Building and Loan Association as hereinafter stated upon a promissory note of which the following is a copy with all credits and indorsements.

" 400 Marysville, Ohio, May 17 1881.

For value received I promise to pay the Home Building and Loan Association Company of Marysville Ohio when the same shall close and determine Four hundred dollars with interest and 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 Forty dollars for precedence in taking the same. I promise to pay on each of said two shares of stock a weekly installment of twenty five cents and on Four hundred dollars the amount of said advanced loan interest at the rate of six per cent per annum from date in equal 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 Forty dollars bid for precedence in taking said loan I promise to pay in equal weekly installments of Fifty seven  $\frac{3}{4}$  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 of said weekly payments of interest or premium remain unpaid for the space of four weeks after the same becomes due or should any part of said stock be forfeited for non payment of the weekly installments thereon then this note to become due and collectable thereon immediately.

J. J. Hazen.

The said J. J. Hazen is indebted to said Association upon said promissory note as follows: Principal of Note \$400.00 Premium from Aug. 25 1883 to July 4 1885 \$55.29 Int. on \$336.00 from Aug 18 1883 to July 4 1885 \$39.65 (Total) \$494.94 and is entitled to credits or dues paid to Aug 18 1883 \$64. (Remainder) \$430.94 Said Hazen has not paid the dues interest and premium due said Association upon said note since Aug. 18 1883 and is in default for all such payments since date Aug 25 1883 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 J. J. Hazen and Sarah E. Hazen his wife duly executed and delivered to said Association their mortgage deed covering 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 J. J. Hazen has executed and delivered to the said Home Building and Loan Association Company of Marysville Ohio his promissory

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note of even date herewith for the sum of Four Hundred dollars, upon the following conditions. Said J. F. Hagen being a member of the Association and having at a regular meeting of the Association bid a premium of One hundred and Twenty dollars for 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 he agrees to pay on each of said shares of stock a weekly installment of twenty five cents and on Four hundred dollars the amount of said advanced loan he agrees to pay interest at the rate of six per cent per annum in equal weekly payments (a rebate of interest being made at the end of each year for weekly installments paid on stock) and the said premium of One hundred and forty dollars bid for precedence in taking said loan he agrees to pay in equal weekly installment of fifty seven cents each until it shall be paid in full; all of said payments to be made on Saturday of each week until said Association shall be dissolved as provided in the constitution and by laws thereof. He also agrees to pay the taxes on the premises conveyed by these presents the fire insurance premium on said property, ground rents thereon and all the fines and forfeitures according to the constitution and by laws of said Association. Now if the said J. F. Hagen 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 according to the constitution and by laws of said Association then these presents shall be void. But if the said J. F. Hagen 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, 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 17 day of May 1881 at 2 o'clock P.M. said mortgage was duly left for record at the recorder's office of Union County, Ohio, & was duly recorded in Book 1 of B. & L. Mtgs page 303 of his mortgage records. The said Home Building & Loan Association Company says that when the payments of dues interest and premium in said note became due Aug. 2 1883 the said defendant J. F. Hagen 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 become absolute. The said Home Building and Loan Association Company further says that said defendant J. F. Hagen is indebted to it on a promissory note of which the following is a copy with all credits and indorsements thereon:

\$ 600

Marionville, Ohio, September 6-1881

For value received I promise to pay the Home Building & Loan Association Company of Marionville, Ohio, when the same shall close and determine Six Hundred dollars with interest and the premium as hereinafter stipulated for an advanced loan obtained by me

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upon three shares of stock in said association by bidding a premium of three hundred and fifty four dollars for precedence in taking the same. I promise to pay on each of said three shares of stock a weekly installment of twenty five cents and on six 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 and fifty four dollars bid for precedence in taking said loan I promise to pay in equal weekly installments of eighty eight and  $\frac{1}{2}$  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 non payment of the weekly installments thereon then this note to become due & collectible immediately. J. F. Hazen

The said J. F. Hazen is indebted to said Association upon said promissory note as follows: Principal of note \$600.00 Premium from Aug. 25-1883 to July 7-1885 \$85.36 Int. on \$603<sup>26</sup> from Aug 25 1883 to July 7-1885 - 56.33 (Total) \$741.69 Credit of dues paid to Aug 18 1883 \$96.75 (Remainder) \$644.94

Said Hazen has not paid the dues interest and premium due said Association upon said note since Aug. 18 1883 and is in default for all such payments since Aug. 25 1883 when the first became due & 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 J. F. and Sarah E. Hazen his wife duly executed and delivered to said Association their 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 J. F. Hazen has executed and delivered to the said Home Building & Loan Association Company of Marysville, Ohio, his promissory note of even date herewith for the sum of Six Hundred Dollars upon the following conditions: Said J. F. Hazen being a member of the Association and having at a regular meeting of the Association bid a premium of the Association of One hundred and fifteen dollars per share of stock for precedence in taking and advanced loan and having thereby obtained said precedence and having received from said Association an advanced loan of six hundred dollars the full value of three shares of stock in said Association he agrees to pay on each of said shares of stock a weekly installment of twenty five cents and on six hundred dollars the amount of said advanced loan he agrees to pay interest at the rate of six per cent per annum in equal weekly payments (a rebate of interest being made at the end of each year for weekly installments paid on stock) and the said premium of three hundred & fifty four dollars bid for precedence in taking said loan he agrees to pay in equal weekly installments of eighty eight and  $\frac{1}{2}$  cents each until it shall be paid in full: all of said payments to be made on Saturday

of each week until said Association shall be dissolved as provided in the Constitution and by laws thereof. He also agrees to pay the taxes on the premises conveyed by these presents, the fire insurance premium on said property, ground rents thereon and all the fines and forfeitures according to the constitution and by laws of said Association. Now if the said J. F. Hagen shall punctually pay to the said Association or its assigns the said weekly installment 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 by laws of said Association when these presents shall be void. But if the said J. F. Hagen 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 6th day of Sept. 1881 at, o'clock in said mortgage was duly left for record at the recorder's office of Union County, Ohio and was duly recorded in Book 18 page 187 of his mortgage records. The said Home Building and Loan Association Company says that when the payments of dues interest and premium in said note became due Aug. 25 1883 that said defendant J. F. Hagen 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 become absolute. The said Home Building and Loan Association Company therefore asks judgment upon the  $\$$  430.94 and upon the  $\$$  644.91 being the amount due upon said indebtedness to July 7 1885 and that an account be taken of the dues interest & 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 & further relief as law & equity may require. Edward E. Cole. Atty. for H. B. & L. A. Co., deft. 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 Mansfield, Ohio & that the facts stated & allegations in the foregoing answer & cross petition are true as he believes. Edward E. Cole.

Sworn to and subscribed before me this 7th day of July 1885.  
 Seal J. L. Buegner, Clerk.

afterward, on the 20th day of Oct. A. D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to wit:  
 William H. Heckman et al.

Entry. No. 4831 Journal Entry. William Kightlinger et al. This cause coming on for hearing was submitted to the Court on the pleadings and the answer and cross-petition of the defendant W. L. Curry and the evidence and on consideration thereof the Court find that there is due to the defendant W. L. Curry from the defendant William Kightlinger on the notes set up in the cross peti-

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of the said W. L. Curry including interest to the first day of this term, the sum of One hundred thirty eight +  $\frac{2}{100}$  Dollars - with eight per cent interest. And that to secure the payment of said note, the defendant, William Kightlinger and Henrietta Kightlinger his wife executed and delivered to said W. L. Curry their certain mortgage, as in the cross-petition described; and on the premises therein described, being the same premises as described in the petition that said mortgage was duly recorded in book Page of the records of Mortgage of Union County, and is a good and valid lien, on said premises for the amount so found due to the said W. L. Curry and that the conditions of said mortgage have been broken. It is therefore considered by the Court that the said W. L. Curry recovers from the defendant William Kightlinger the sum of One hundred and thirty eight +  $\frac{2}{100}$  dollars as heretofore respectfully found due and it is further adjudged and decreed that unless said Defendant William Kightlinger 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 defendant W. L. Curry the sum so found due as aforesaid with - at eight per cent from Oct. 19, 1885 - the defendant's 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.

Afterward, on the 25 day of March A. D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to wit:

William H. Hickman, Executor of H. J. Hickman, decd. plaintiff.  
 vs  
 William Kightlinger.  
 Entry No. 4821  
 This cause now coming on for hearing on the cross-petition of the Home Building & Loan Association Company and the evidence the court find that the defendants J. J. Hagen and Sarah E. Hagen his wife and W. L. Hagen and Julia A. Hagen his wife and Wm Kightlinger and Henrietta Kightlinger 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 confirmed by them to be true, and that there is due said Home Building & Loan Association Company, defendant from J. J. Hagen defendant on the two promissory notes set forth in the cross petition of said Association with interest to the 10 day of March 1886 the sum of Eight hundred fifty dollars. The Court further find that in order to secure the payment of said notes the said defendants J. J. Hagen and Sarah E. Hagen his wife executed, & delivered to said The Home Building & Loan Association Company, defendant their two certain mortgages as in its cross petition described and on the premises therein described; that said mortgages were duly recorded in Vol. 18 page 187 Vol. 1 page 303 B & L Mtg record of the records of Mortgages of Union County Ohio, and are good and valid and first liens on the premises described in plaintiff's petition & in said Association's cross petition and that the conditions in said mortgages have been broken. It is therefore considered by the Court that the said The Home Building & Loan Asso-

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...company defendant, recover from the said defendant S. F. Hazen the said sum of Eight Hundred and Fifty dollars and his costs, herein expended. And the said S. F. Hazen & Sarah E. Hazen his wife having on the 16<sup>th</sup> day of Nov 1881 conveyed said premises to W. L. Hazen & W. L. Hazen and Julia A. Hazen his wife having on the 18<sup>th</sup> day of Aug 1883 conveyed said premises to William Kightlinger defendant, it is further adjudged & decreed that unless the defendant William Kightlinger shall within one day from the entry of this decree pay or cause to be paid to the Home Building & Loan Association Co. defendant the sum of \$2.75 and on the 10 day of June 1886 \$1.62 & on the 10 day of September 1886 \$6.12 & on the 10 day of December 1886 \$60<sup>00</sup> & on the 10 day of March 1887 \$57<sup>75</sup> and on the 10 day of June 1887 \$59.00 and on the 10 day of September 1887 \$58.25 and on the 10 day of December 1887 \$550<sup>00</sup> & if the said defendant William Kightlinger shall fail to pay any one of said several sums named on the day which it becomes due & payable as aforesaid the defendant William Kightlinger's 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 premises as upon execution & report his proceedings to this Court for further order.

Afterward on the 18<sup>th</sup> day of January A.D. 1887, the following Order of Sale was issued by the Clerk of said Court, to wit:

Order of Sale No. 482

The State of Ohio,  
 County of Union, ss To the Sheriff of said County- Greeting:  
 Whereas at a term of Court of Common Pleas held at Marysville, in & for said County on the 25<sup>th</sup> day of March A.D. 1886, in the cause of William H. Hickman Executor of H. P. Hickman Deceased Plaintiff, and William Kightlinger et al. Defendant, said Home Building & Loan Association Co. of Marysville O. obtained a judgment or decree against the said William Kightlinger for the sum of Eight hundred and fifty - 700 Dollars and - 700 Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said William Kightlinger shall within one day from the 25<sup>th</sup> day of March A.D. 1886, pay unto the said Home Building & Loan Association Co. the said sum of eight hundred and fifty - 700 Dollars with interest from 10<sup>th</sup> day of March 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 judgments 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 \$ 850<sup>00</sup> 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, being a part of V. M. Dreyer's No. 3351 and 3357 bounded and described as follows: Beginning at the North West corner of No. 19 in the northern addition to Marysville and formerly owned by John Entwisle and more recently owned by Jacob Schell, thence

Sheriff as follows No. 4821

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running west with the south line of Andrew Keyes lot of land to the east margin of Lincoln Avenue (now Maple Street); thence with the margin of said Maple Street 10 poles thence east to the South West corner of Lot No. 18 and northwest corner of Lot No. 14 owned by Andrew Marks; thence with the west line of said lots Nos. 18 + 19 to the beginning containing one half acre of land. We therefore command you that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales and 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 18<sup>th</sup> day of January A.D. 1887. Seal J. L. Burgner, Clerk.

Said Writ returned and filed 26 day of Feb. A.D. 1887, endorsed

Sheriff 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 20<sup>th</sup> day of Jan'y 1887, summon Geo. W. Court W. H. Robb, 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 20<sup>th</sup> day of Jan'y A. D. 1887, 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 nine 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 22 day of Jan'y 1887, 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 26 day of Feb'y 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 26 day of Feb'y A. D. 1887, at the time and place above mentioned, proceed to offer said lands + tenements at public sale, and there and there came E. M. Taylor who bid for the same the sum of eight hundred and seventy five Dollars, and said sum being more than two thirds of the appraised value thereof, and said E. M. Taylor being the highest and best bidder therefor, I then and there publicly sold and struck off said land and tenements to him, for said sum of eight hundred and seventy five dollars.

Sheriff's Fees, Service 60 Summoning + Swearing Appraisers 1.20  
 Writing Appraisal 30 Copy of Appraisal 30 Notice to Printer 30 Mileage 16  
 Poundage 13.12 Total 166.88 Appraisers Fees 3.00 Printers Fees 10.20  
 M. Hopkins, Sheriff.

Afterward, on the 26<sup>th</sup> day of Feb. A.D. 1887 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

William H. Hickman et al.

vs  
William Kightlinger et al.

On Order of Sale. Docket No. 4821

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, February 26<sup>th</sup>, 1887, at or about the hour of 1 o'clock P.M. on said day, the following described real estate, to-wit: Situate in the village of Marysville, county of Union and State of Ohio, being a part of V.M. Survey No. 3331 and 3334, bounded and described as follows: Beginning at the north west corner of No. 19 in the northern addition to Marysville and formerly owned by John Cluthrie and more recently owned by Jacob Shull, thence running west with the south line of Andrew Pyles lot of land to the east margin of Lincoln Avenue (now Maple St.) Thence with the margin of said Maple street, 10 poles; Thence east to the south west corner of lot No. 18 and north west corner of lot No. 14 owned by Andrew Marks; thence with the west line of said lots No. 18 and 19 to the beginning containing one half acre of land. Appraised at \$950.00 Terms of sale cash  
Marion Hopkins, Sheriff, Union County, O.  
E. E. Cole, Attorney.

Proof of Publication.

Proof of Publication

No. 4821

A. H. Bightler 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 22<sup>nd</sup> day of Jan'y, 1887 and the last on the 19<sup>th</sup> day of February 1887. A. H. Bightler.

Sworn to and subscribed by A. H. Bightler before me this 26<sup>th</sup> day of Feb. 1887. J. L. Burgner, Clerk. Printers Fees 10.20

Afterward, on the 1<sup>st</sup> day of April A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

William H. Hickman Executor &c pff.

Entry.

vs  
William Kightlinger et al's debts

Entry.

No. 4821

Home Building & Loan Association Co. and on his producing the return of the sheriff of the sale made under the former order of this Court and the Court on careful examination of the proceedings of said sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceeds and sale be and they 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 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

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put said purchaser in possession of said premises. It is further ordered that the clerk cause satisfaction of the mortgages to the Home Building + Loan Association Co. 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 \$875. 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 \$70.77 Second The costs of this action taxed at \$48.30. Third. To the defendant The Home Building and Loan Association Company the balance of the money remaining in his hands, to wit: 75.5.  $\frac{13}{100}$

Attest. John L. Birgmer, Clerk.  
By Nellie Roney, Deputy.

Pleas before the Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville within and for the County of Union, of the Third Subdivision of the Sixth 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 27 day of Feb. A. D. 1886, the following Petition was filed with the Clerk of said Court, to wit:

Petition

Ann Fogarty, Plaintiff

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

No 5044

vs.  
George Schlagel and James Fullington + Charles Phellis: partners doing business under the name of Fullington + Phellis, Defendants

Plaintiff is and has been for thirty one years the wife of one John Fogarty, and being liable to be injured by the sale of intoxicating liquors to said John Fogarty, plaintiff on the 30<sup>th</sup> day of July 1885, being ten days prior to the sales hereinafter mentioned, duly filed with the Clerk of the municipal corporation of the village of Marysville, Ohio, wherein the sales hereinafter stated were made, a notice to all liquor dealers not to sell any intoxicating liquors to said John Fogarty, said notice being in accordance with the Statutes of Ohio in such case made and provided yet defendant George Schlagel, disregarding such notice, did more than ten days thereafter to wit on 22<sup>nd</sup> day of February 1886 and at divers times prior to said 22 day of February 1886 and after ten days after the filing of said notice, and while said notice was in full force, willfully, knowingly, and unlawfully sell and give intoxicating liquors to said John Fogarty and caused the said John Fogarty to become and be habitually intoxicated.

The defendants James Fullington and Charles Phellis partners doing business under the firm name of Fullington + Phellis are and were during the times aforesaid the owner of the premises on which said liquors were so furnished to John Fogarty, being a building known as the Brewery and on lot known as lot No. 35 between fourth and fifth streets in Marysville, Ohio, and said Fullington + Phellis rented said premises to said George Schlagel, having knowledge that

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intoxicating liquors were to be sold therein. Said John Fogarty was earning about Twenty five Dollars per month as a laborer and upon which earnings plaintiff was dependent for her means of support but in consequence of said habitual intoxication said John Fogarty neglected his business squandered his money and time in drinking and became abusive to the plaintiff and family and failed to provide for plaintiff and family as he otherwise would have done to the damage of plaintiff in the sum of Two Thousand Dollars.

J.B. Sulton, Atty. for Plaintiff.

The State of Ohio.

Union County, ss. Ann Fogarty being first duly sworn according to law says the facts stated and allegations in her foregoing petition are true as she believes. Ann <sup>her</sup> Fogarty.

Sworn to before me and subscribed in my presence this 25 day of February A.D. 1886. J.L. Burquer, Clerk.

Seal

Principals No. 5044 To Clerk: Issue Summons for the defendants returnable according to law to the Sheriff of Union County Ohio. Indorse damages claimed \$2000. J.B. Sulton, Atty. for Plff.

Summons Afterward, on the 27 day of February 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 Schlagel, James Fullington, and Charles Phillis partners doing business under the name of Fullington and Phillis that they have been sued by Ann Fogarty in the Court of Common Pleas, of Union County, and that unless they answer by the 27th day of March A.D. 1886 the petition of said Ann Fogarty against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 8th day of March A.D. 1886. Witness my hand and the seal of said Court, this 27th day of February A.D. 1886. J.L. Burquer, Clerk.

Endorsed: In action for Damages claimed \$2000.00

J.B. Sulton Plaintiff's Attorney.

Sheriff's Return No. 5044 Said Writ returned and filed March 8th A.D. 1886. Endorsed as follows, to wit:

The State of Ohio.

Union County, ss: Received this Writ March 2nd A.D. 1886, at 12 o'clock A.M. and pursuant to its command, on the 5th day of March A.D. 1886, I served the same by delivering a true copy of the within writ to the defendant George Schlagel and by leaving a true copy at their residence of the defendant James Fullington, Charles Phillis was not found. Sheriff's Fees. Service 40 Mileage 40 Copy 40 Total \$120 Marion Hopkins.

Afterward, on the 4 day of March A.D. 1886, the following answer

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Ann Fogarty  
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was filed with the clerk of said Court, to wit:  
Ann Fogerty, Plaintiff

In the Court of Common Pleas of  
Union Co. Ohio.

Answer  
No. 5044

George Schlegel et al. Defendants

And now comes George Schlegel and for his separate answer to plaintiff's petition says that he admits that plaintiff is the wife of John Fogerty and that James Tullington + Charles Phillis are the owners of the property described in said Petition. And said George Schlegel further answering says he has no means of knowing whether said Fogerty is registered, or not and that he denies each and every other allegation in said petition contained. Therefore defendant George Schlegel prays that this cause may be dismissed as to him. T.B. Benton, Atty. State of Ohio.

Union County, ss: George Schlegel who being being first duly sworn deposes and says the facts stated in the foregoing answer are true as he verily believes. George Schlegel.

Seal Sworn to by George Schlegel and signed by him in my presence this 4 day of March A.D. 1886. J.L. Burgher, Clerk.

Afterward, on the 12 day of April A.D. 1886, the following Demurrer was filed with the clerk of said Court, to wit:

Demurrer

Ann Fogerty, Plaintiff,

Against George Schlegel and James

Tullington + Charles Phillis partners doing business under the name of Tullington + Phillis, Defendants.

Court of Common Pleas of Union County, Ohio.

Now come James Tullington and Charles Phillis, partners under the name of Tullington + Phillis, and demur to the petition of plaintiff, and for ground of demurrer say: 1<sup>st</sup> That said petition does not state facts sufficient to constitute a cause of action, against said Tullington + Phillis. Porter + Porter, Atty for Tullington + Phillis.

Afterward on the 1 day of June A.D. 1886, the following Entry was made on the Journal by the clerk of said Court, to wit:

Entry

Ann Fogerty,

vs George Schlegel et al. This day this cause came on to be heard upon the demurrer of the defendants Tullington + Phillis to the petition.

On consideration whereof and the Court being fully advised in the premises finds that said demurrer is well taken. It is therefore considered and adjudged by the Court that the said demurrer be and the same is hereby sustained and the plaintiff is given leave to amend her petition within 5 days from this date.

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:

Entry

Ann Fogerty

vs George Schlegel et al.

Demurrer to amended petition sustained. On motion Tullington + Phillis stricken from petition. Leave to amend petition in twenty days.

Afterward, on the 25 day of Oct. A.D. 1886, the following amended Petition was filed with the Clerk of said Court, to wit:

amended  
Petition,  
No. 5044

vs  
George Schlagel and James Sullington  
& Charles Phellis, partners doing business  
under the name of Sullington & Phellis, Defendants.

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

Amended, Petition.  
Plaintiff is, and for thirty one years has been, the wife of John Fogarty, and being liable to be injured by the sale of intoxicating liquors to said John Fogarty, plaintiff, on the 30th day of July 1885, being ten days prior to the sales hereinafter mentioned, duly filed with the Clerk of the municipal corporation of the village of Marysville, Ohio, wherein the sales hereinafter stated were made, a notice to all liquor dealers not to sell any intoxicating liquors to said John Fogarty, said notice being in accordance with the statutes of Ohio in such made and provided; yet defendant, George Schlagel, disregarding such notice did, more than ten days thereafter, to wit, on the 22nd day of February 1886, and at divers times prior to said 22nd day of February 1886, and after ten days after the filing of said notice, and while said notice was in full force, willfully, knowingly and unlawfully sell and give intoxicating liquors to said John Fogarty, and cause said John Fogarty to become and be habitually intoxicated. The defendants James Sullington and Charles Phellis, partners doing business under the firm name of Sullington & Phellis, are and were, during the times aforesaid, the owners of the premises on which said liquors were so furnished to John Fogarty, being building known as the Brewery and lot known as lot No. 35 between fourth and fifth streets in Marysville, Ohio. And said Sullington & Phellis rented said premises to said George Schlagel having knowledge that intoxicating liquors were to be sold therein.

Said John Fogarty was earning about \$25.00 per month as a laborer, and upon which earnings plaintiff was dependent for her means of support, but in consequence of said habitual intoxication said John Fogarty neglected his business, squandered his money and time in drinking, became abusive to plaintiff and family and failed to provide for plaintiff and family as he otherwise would have done, to the damage plaintiff in the sum of two thousand dollars. Wherefore, this plaintiff prays judgment against the said George Schlagel for the sum of Two Thousand Dollars; and that the judgment obtained herein be declared a lien on the premises mentioned herein, and that said premises be ordered sold for the payment thereof.

J. B. Tilton, Attorney for Plaintiff.

The State of Ohio,  
Union County, ss;

Ann Fogarty being first duly sworn according to law says the facts stated and allegations in her foregoing petition are true as she verily believes. Ann <sup>her</sup> Fogarty

Sworn to before me and subscribed in my presence by the said Ann Fogarty this 26 day of October A.D. 1886. R. H. Woodburn, Notary Public

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Afterward, on the 25<sup>th</sup> day of Oct. A. D. 1886, the following Demurrer was filed with the clerk of said Court, to-wit:

Demurrer  
No. 5044

Ann Fogarty, Plaintiff.  
against  
George Schlegel and James Sullington + Charles Phellis, partners doing business under the name of Sullington + Phellis. Defendants.  
Sullington and Charles Phellis, partners under the name of Sullington + Phellis, and demur to the amended petition of plaintiff, and for ground of demurrer say - 1<sup>st</sup> That said Amended petition does not state facts sufficient to constitute a cause of action, against said Sullington + Phellis. Porter + Porter, Attorneys for Sullington + Phellis

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

Afterward on the 26<sup>th</sup> day of Oct. A. D. 1886, the following Entry was made on the Journal by the clerk of said Court, to-wit:

Entry  
No. 5044

Ann Fogarty  
vs  
George Schlegel et al.

This day on motion to the Court leave was given to the plaintiff to file her Amended petition herein, and thereupon said amended petition was filed; this cause then came on further to be heard upon the demurrer of Sullington + Phellis to the said amended petition and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that said demurrer is well taken, and therefore sustains the same, and said action is dismissed so far as said Sullington + Phellis are concerned to all of which the said plaintiff at the time excepted.

Afterward on the 4<sup>th</sup> day of Nov. A. D. 1886, the following Demurrer was filed with the clerk of said Court, to-wit:

Demurrer  
No. 5044

Ann Fogarty, Plaintiff.  
Against  
George Schlegel et al. Defendants.  
George Schlegel and demurs to the amended petition of said plaintiff herein filed and for ground thereof says: That said amended petition does not state facts sufficient to constitute a cause of action against this defendant. Brodrick + McCampbell, Attorneys for Defendant George Schlegel.

In the Court of Common Pleas of Union County, Ohio. No. 5044

Afterward on the 9<sup>th</sup> day of Nov. A. D. 1886, the following Entry was made on the Journal by the clerk of said Court, to-wit:

Entry  
No. 5044

Ann Fogarty  
vs  
George Schlegel et al.

This day this cause came on for hearing on the demurrer of the defendant George Schlegel to plaintiff's petition and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer. To which ruling of the Court the plaintiff excepts. Thereupon plaintiff asked and obtained leave of the Court to file an amended petition herein in-stanter.

afterward, on the 10<sup>th</sup> day of Nov. A.D. 1886, the following Amended Petition was filed with the clerk of said Court, to wit:

Amended Petition.

Ann Fogerty, Plaintiff vs The State of Ohio, Union County, Court of Common Pleas.

No. 5044

George Schlegal, Defendant, Amended Petition. Plaintiff is, and for thirty one years has been, the wife of John Fogerty, and being liable to be injured by the sales of intoxicating liquors to said John Fogerty, plaintiff on the 30<sup>th</sup> day of July 1885, being ten days prior to the sales hereinafter mentioned, duly filed with the clerk of the Municipal Corporation of the Village of Mansville, Ohio, wherein the sales hereinafter stated were made, a notice to all liquor dealers not to sell intoxicating liquors to said John Fogerty, said notice being in accordance with the statutes of Ohio in such case made and provided: yet the said George Schlegal, disregarding said notice did, on or about the 1<sup>st</sup> day of September 1885, and at divers other times after the 1<sup>st</sup> day of September 1885, and up and until the 27<sup>th</sup> day of February 1886, and after ten days after the filing of said notice, and while said notice was in full force, willfully, knowingly, and unlawfully sell and give intoxicating liquors to said John Fogerty, who, at the times mentioned aforesaid was a person in the habit of getting intoxicated, which the said George Schlegal at that and there well knew, and that the said George Schlegal by selling and giving to said John Fogerty the intoxicating liquors aforesaid did cause the said John Fogerty to become and be habitually intoxicated and contributed to, confirmed, and augmented said habit of intoxication. Said John Fogerty was earning about Twenty five Dollars per month as a laborer, and upon which earnings plaintiff was dependent for her means of support, but in consequence of said intoxication, caused by said George Schlegal as aforesaid, said Fogerty neglected his business, squandered his time and money in drinking, became abusive to plaintiff and family and failed to provide for plaintiff and family as he otherwise would have done, to the damage of the said plaintiff in the sum of Two Thousand Dollars, for which she asks a judgment against the said defendant.

J. B. Tullou and W. S. Hoops Atlys for Plff.

The State of Ohio vs Ann Fogerty being first duly sworn according to law says the facts stated and allegations of the foregoing petition are true as she verily believes.

Attest - J. M. Kennedy. Ann Fogerty.

Sworn to before me and subscribed in my presence this day of November 1886. Jas. M. Kennedy, Notary Public.

afterward, on the 12<sup>th</sup> day of Nov. A.D. 1886, the following Entry was made on the Journal by the clerk of said Court, to wit:

Entry.

Ann Fogerty vs George Schlegal. This day on motion to the Court leave was given the defendant to answer herein within 30 days from the date of this entry & cause continued.

No. 5044

filed with Ann Fogerty

Answer George

No. 5044 over to that part of the amendment by George Schlegal

The State of Ohio in the County of Union

by George Schlegal

on the 10<sup>th</sup> day of Nov. A.D. 1886

Entry. Geo. Schlegal and the defendant Ann Fogerty

Verdict. George Schlegal

Afterward, on the 18<sup>th</sup> day of Dec. A.D. 1886, the following answer was filed with the clerk of said Court, to-wit:

Answer  
No. 5044

Ann Fogarty, Plaintiff,  
Against  
George Schlegel et al. Defendants.  
And now comes the said defendant George Schlegel and answers to the plaintiff's second amended petition says: That he admits that plaintiff is the wife of John Fogarty. That the defendants Tullington & Phellis are the owners of the building and lot mentioned in said amended petition and that the defendant is the tenant of said Tullington & Phellis. And the defendant denies each and every other allegation in said second amended petition contained.

In the Court of Common Pleas of Union County, Ohio. No. 5044  
Answer of George Schlegel.

Brodrick & Mc Campbell, Attorneys for Defendant Geo. Schlegel.

The State of Ohio,  
County of Union, ss: George Schlegel, the above named defendant, being sworn, makes oath that the facts stated in the foregoing answer are as affiant believes true. George Schlegel.  
Subscribed to by the said George Schlegel before me and signed by him in my presence this 18<sup>th</sup> day of December, A.D. 1886.  
[Seal] J. L. Burquer, Clerk.

Afterward, on Feb. 25<sup>th</sup> A.D. 1887, the following Entry was made on the Journal by the clerk of said Court, to-wit:

Entry  
No. 5044

Ann Fogarty, Plaintiff,  
vs  
Geo. Schlegel, Defendant.  
and thereupon came a jury, to-wit: Geo. Smith - John B. Miller - Andrew Anderson - Charles Randall - Eras Kyle - W<sup>m</sup> Bainbridge - U.P. Thompson - J. M. Robertson, W<sup>m</sup> G. Brodgers - Geo. M. Wilber - W. R. Robinson. J. H. Southard, who being duly empaneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel and charge of the Court, the said jurors, retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit:

This day came the parties by their attorneys, and this cause came on to be tried: and thereupon came a jury, to-wit: Geo. Smith - John B. Miller - Andrew Anderson - Charles Randall - Eras Kyle - W<sup>m</sup> Bainbridge - U.P. Thompson - J. M. Robertson, W<sup>m</sup> G. Brodgers - Geo. M. Wilber - W. R. Robinson. J. H. Southard, who being duly empaneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel and charge of the Court, the said jurors, retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit:

Verdict.

Ann Fogarty, Plaintiff,  
vs  
George Schlegel, Defendant.  
Civil Action. Verdict for Plaintiff.

The State of Ohio, Union County,  
Court of Common Pleas of said County,  
February Term Feb. 25<sup>th</sup> 1887.

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, at the sum of \$485.<sup>00</sup> Four Hundred and Eighty Five Dollars. George Smith, Foreman.

Afterward, on the 2<sup>d</sup> day of Mar. A.D. 1887, the following Entry was made on the Journal by the clerk of said Court, to-wit:

Ann Fogarty, Plaintiff.

Entry.

No. 5044 George Schlegal, Defendant. The jury in this action having on a former day of this term, rendered a verdict for the plaintiff and assessed her damages at four hundred and eighty five Dollars, and no motion for a new trial having been made: It is therefore considered by the Court that the said Ann Fogarty recover from the said George Schlegal the said sum of \$485.<sup>00</sup> together with her costs herein expended for all of which execution is awarded.

Attest. John L. Burgher, Clerk.  
By Nellie Roney, Deputy.

J. W. Robinson vs Thomas Martin et al.  
No. 4666 Supplemental Record to above case carried from Vol. 24 Page 348

On the 5 day of Jan. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

J. W. Robinson

Entry.

No. 4666 Thomas Martin et al. This day this cause came on to be heard on motion of the defendant the Farmers Bank to set aside the second appraisement theretofore made herein. And the Court find that the premises described in plaintiffs petition have been twice advertised and twice offered for sale and returned by the sheriff not sold for want of bidders. It is therefore considered and ordered by the court that the said second appraisement be set aside and an order for a new appraisement is hereby granted by the court. It is further ordered by the Court that the said premises be sold in three payments as follows, one third cash in hand, one third in nine months from day of sale and the remaining third in eighteen months from the day of sale. The deferred payments to draw six per cent, interest, and to be secured by mortgage on the premises

Afterward, on the 8 day of January A.D. 1887, the following Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio,

Order of Union County, ss.  
Sale

No. 4666

To the Sheriff of said County - Greeting:  
Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 17th day of June A.D. 1885, in the cause of J. W. Robinson Plaintiff, and Thomas Martin et al. Defendants The Farmers Bank of Marysville, Ohio, obtained a judgment or decree against the said Thomas Martin for the sum of two thousand Dollars, and <sup>100</sup> Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Thomas Martin shall on or before the 1st day of May, A.D. 1886, pay unto the said Farmers Bank the said sum of <sup>1000</sup> Dollars with interest from the 1st day of April, A.D. 1884, at the rate of 8 per cent per annum, payable semi-annually and to the Clerk of this Court the costs of this

Sheriff's Return.

No. 4666

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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 of regulating judgments and executions at law to sell the real estate described in Plaintiffs petition &c. And whereas, the time aforesaid having fully expired and the said sum of \$2000.<sup>00</sup> 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, bounded and described as follows: Beginning at a stone in the center of the Lewisburg road, Witness a hickory S. 32° E. 2 1/2 poles, a dogwood S. 2 1/2° E. 2 1/100 poles, a buckeye S. 42 1/2° E. 2 1/100 poles; Thence with the line of Andrew Nealps (now Henry Amrine) S. 19° E. 2 1/100 poles to an ash in the south line of the Survey, thence with said line South 52° W. 53 1/100 poles to two stones. Witness a hickory and Sugar tree; Thence N. 23 1/2° W. 223 2/100 poles to a stone in the center of the Lewisburg pike. Witness a dogwood S. 34° E. 2 1/100 poles; Thence with the center of said road N. 62 1/2° E. 79 1/100 poles to the beginning, containing 90 1/2 acres more or less in survey No. 5728 being the same land conveyed to said Martin by deed No. 20, 1874 and by W. W. Woods to J. W. Robinson by deed dated April 21<sup>st</sup> 1866 to which deeds reference is made. Terms of Sale - one third cash, one third in 9 months and one third in 18 months, deferred payments to be secured by mortgages on premises and to bear 6% int. from day of sale. 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 8<sup>th</sup> day of January, A. D. 1887.

[Seal]

J. L. Burquer, Clerk.

Sheriff's Return.

Said Writ returned and filed Feb. 12<sup>th</sup> A. D. 1887. indorsed as follows, to-wit;

No. 4666

The State of Ohio, Union County, ss.

In obedience to the command of the Order of Sale hereto annexed I did on the 8<sup>th</sup> day of Jan'y. 1887, summon Wm. H. Robb, John Wiley and 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 8<sup>th</sup> day of Jan'y, A. D. 1887, 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 depose.

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in the office of the Clerk of the Court of Common Pleas of said County, and on the 13<sup>th</sup> day of Janry, 1887, I caused to be advertised in the Union County Journal 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 12<sup>th</sup> day of February A.D. 1887 at 1 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 12<sup>th</sup> day of February 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 Andrew Nicholson who bid for the same the sum of Three thousand four hundred and forty eight and 95/100 Dollars, and said sum being more than two thirds of the appraised value thereof, and said Andrew Nicholson 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 thousand four hundred and forty eight and 95/100 Dollars. Sheriff's Fees, Service 30 Summoning + Owinging Appraisers 1.20 Conveying Appraisers 1.00 Writing Appraisal .50 Copy of Appraisal .30 Notice to Printer .50 Mileage .48 Poundage 32.49 Total \$32.37 Appraisers Fees, 15.00, Printers Fees, 3.00 M. Hopkins, Sheriff.

Afterward, on the 10<sup>th</sup> day of Feb. A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Jas. W. Robinson vs Court of Common Pleas, Union County, O. Thomas Martin, 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 for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, February 12, 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, and bounded and described as follows, Beginning at a stone in the center of the Lewisburg road, witness a hickory, south 32, east 2 1/2 poles to a dogwood, south 2 3/8, east 2 1/10 poles to a hickory, south 42 1/2, east 2 1/10 poles, thence with the line of Andrew Noelfs land (Crow Henry Amey's) south 29, east 2 15 3/10 poles to an ash in the south line of the survey; thence with said line south 52, east 55 7/10 to two stones witness a hickory and sugar tree; thence north 25 1/2, west 223 2/10 poles to a stone in the center of the Lewisburg pike, witness a dogwood, south 34, east 2 7/10 poles, thence with the center of said road north 62 1/2, east 79 7/10 poles to the beginning. Containing 90 1/2 acres, more or less, in survey No. 5728 and being the same land, J. W. Robinson conveyed to said Martin, by deed, Nov. 20, 1874, and by W. W. Woods to J. W. Robinson, by deed, dated April 21st, 1886, to which deed reference is made. Appraised at \$50 per acre. Terms of Sale, One third cash in hand; one third in nine months; one third in eighteen months; deferred payments to be secured by mortgage on premises sold, with interest at six per cent. Marion Hopkins, Sheriff of Union County, Ohio. Brodrick + Mc Campbell, Attorneys for Farmers Bank. 32-w-5- Printers Fee \$15.00

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The State of Ohio,  
Union County, ss.

Proof of  
Publication of Union,

The undersigned, being duly sworn, says that a copy of the annexed notice was published for consecutive weeks in the "Union County Journal," a newspaper of general circulation in the County of Union, the first publication beginning with January 13<sup>th</sup> 1887.

B. M. Denton,

No. 4666

Sworn to and subscribed before me, this 18<sup>th</sup> day of Feb. 1887.  
[Seal] J. L. Burgner, Clerk.

Afterward, on the 9<sup>th</sup> day of Mar. A.D. 1887, the following Entry was made on the Journal, by the Clerk of said Court, to-wit:

Entry.

James W. Robinson, vs Thomas Martin et al. In the Court of Common Pleas of Union County, Ohio. No. 4666 Entry of Confirmation.

No. 4666

"This day this cause came on for hearing on motion of the defendant, The Farmers Bank to confirm the sale heretofore made herein, and on its 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 Andrew Nicholson, by deed in fee simple, the lands and tenements so sold; and the said purchase is hereby subrogated to all the rights of the said lien-holders; in said premises, so far as they may be paid therein, 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 cash proceeds of said sale, amounting to Three Thousand four hundred Forty eight and  $\frac{95}{100}$  Dollars, it is ordered that the said sheriff, out of the money in his hands, pay: 1<sup>st</sup> The costs herein taxed in the sum of \$12.00 - \$16.00 2<sup>nd</sup> The taxes due and unpaid on said premises amounting to the sum of \$57.02 3<sup>rd</sup> To the said Andrew Nicholson assignee of the Judgment and decree of said Plaintiff James W. Robinson the amount of said Judgment and interest amounting to the sum of \$692.94 and 4<sup>th</sup> To the said defendant The Farmers Bank the amount heretofore found due it with interest amounting to \$2501.82 And the remainder of said proceeds amounting to the sum of \$5.00 + \$24.47 = \$29.47 to the defendant Thomas Martin under his claim herein made for allowance in lieu of a homestead.

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 Ninth Judicial District of the State of Ohio, on the 16 day of

May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 8<sup>th</sup> day of June A.D. 1887, the following Petition and Answer in Cognovit was filed with the clerk of said Court, to wit:

Petition  
No. 5333  
J. Tullington & Co., Plaintiff

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

R. H. White & Henry Evans, Defendants.  
The plaintiff says it is a partnership formed for the purpose of doing business in the State of Ohio. That the above named Plaintiff says that there is due to it from said R. H. White and Henry Evans Defendants on a promissory note made by the Defendants, R. H. White and Henry Evans dated the 21<sup>st</sup> day of August A.D. 1886, which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of One Thousand and Two Dollars and forty one cents, with interest thereon at eight percent, from the 9<sup>th</sup> day of June A.D. 1887. The Plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid, that there was paid on said note on October 28<sup>th</sup> 1886 \$15- and on June 1<sup>st</sup> 1887 \$20. Leaving a balance of \$1002.41 and 8 of interest from June 9<sup>th</sup> 1887. Whereupon, the Plaintiff ask judgement against said Defendant for the sum of One thousand & Two  $4\frac{1}{100}$  Dollars, and with interest at 8 percent from the 9<sup>th</sup> day of June A.D. 1887.

Porter & Porter, Atty's for Plff's.

The State of Ohio,  
Union County, ss.

John L. Porter being duly sworn makes oath that he is attorney 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, & such instrument is in affiant's possession as such attorney.

John L. Porter

Subscribed by John L. Porter in my presence and sworn to by him before me, this 8<sup>th</sup> day of June A.D. 1887.

John L. Burgner, Clerk of Courts, Union Co. O.  
Mansville, Ohio, Aug. 21-1886.

Sixty days after date, as principal debtors, we jointly and severally promise to pay to the order of J. Tullington & Co. Nine hundred & eighty eight Dollars for value received. And we hereby dispense with demand of payment of this Note and authorize any Attorney at Law to appear for us or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere and waive the issuing and service of process and confess judgement against us, or either of us, in favor of the holder or holders of this note for the amount of said Note, with eight per cent. interest payable annually after the same shall become due, together with costs of suits and release all Errors and waive all right of appeal in this behalf. Witness our hands and seals, this day of 188

R. H. White (Seal) Henry Evans (Seal)  
Endorsed Paid 15- Oct. 28/86 Paid \$20. - June 1/87 Due June 9/87 \$1002.41  
J. Tullington & Co. Plaintiff

R. H. White & Henry Evans, Defendants. In Court of Common Pleas, County of Union, Ohio  
Defendant's Answer.

Answer  
No. 5333

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Petition  
No. 5336

Answer  
No. 5333

And now come R. H. White and Henry Evans the above named Defendants, by the undersigned J. S. Mc Campbell Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant, for the sum of One Thousand + Two 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.

June 8<sup>th</sup> A.D. 1887  
J. Trullington + Co.

Jas. S. Mc Campbell, Atty for Deft.

Entry

No. 5333

R. H. White + Henry Evans. This day came the Plaintiff by Porter + Porter Attorneys, 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 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 \$1002.41. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$1002.41 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 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. Burger, 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 16 day of May, in the year of our Lord, one thousand, eight hundred and eighty seven. Heretofore, to wit: on the 9 day of June A.D. 1887, the following Petition and Answer in Cognovit, was filed with the Clerk of said Court, to-wit:

Petition  
No. 5336

R. J. Eason, Plaintiff  
vs  
E. L. Hatfield and S. E. Hatfield, Defendants.  
Civil Action for Money Only.

The State of Ohio, Union County, ss.

R. J. Eason the above named Plaintiff says that there is due to him from E. L. Hatfield and S. E. Hatfield, Defendant, on a promissory note made by the Defendant, to S. E. Morris dated the 16 day of September A.D. 1885, which note with the warrant of Attorney thereto annexed, is

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hereto attached, the sum of Two hundred Dollars with interest thereon at 6% from Sept. 16<sup>th</sup> 1885 to the 1<sup>st</sup> day of November 1886 and interest at 8% from the 1<sup>st</sup> day of November 1886 until 9<sup>th</sup> day of June 1887. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid, that he purchased said note in the usual course of trade and before the same became due & for a valuable consideration. Whereupon, the Plaintiff ask judgment against said Defendant for the sum of Two hundred Dollars with interest at 6% from the 16 day of Sept. 1885 to the 1<sup>st</sup> day of November 1886 & 8% after the 1<sup>st</sup> day of November 1886 to the 9<sup>th</sup> day of June 1887. W. T. Hoopes, Atty for Plffs  
The State of Ohio.

Union County, ss. W. T. Hoopes being duly sworn says he is the atty. of record of said plaintiff. That this action is upon an instrument in writing for the payment of money only. That said instrument in writing is in his possession & says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff \_\_\_\_\_  
W. T. Hoopes.

Subscribed by W. T. Hoopes in my presence and sworn to by him before me, this 9 day of June A. D. 1887. John L. Burquer Clerk.  
#200<sup>00</sup> Darby Sp. Pickaway Co. O. Sept. 16<sup>th</sup> 1885.

On the first day of November 1886, we promise to pay L. E. Morris or bearer, Two hundred <sup>100</sup> Dollars for Value Received, with six per cent. interest before due, and eight per cent after due; interest to be paid annually. Payable at the first National Bk. of Circleville, Ohio. 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 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. Attest Willis Hatfield. E. L. Hatfield Seal E. E. Hatfield Seal  
R. J. Eason, Plaintiff.

Answer

No. 5386

vs  
In Court of Common Pleas.  
E. L. Hatfield & E. E. Hatfield, Defendants Union County, ss.  
Defendants Answer.

And now come the above named Defendant, by the undersigned their Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition and against the above named Defendant, for the sum of Two hundred & twenty four & 00/100 Dollars. The amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and 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.

June 9<sup>th</sup> A. D. 1887. John M. Brodrick Atty. for Deft.  
R. J. Eason

Entry

vs  
This day came the Plaintiff by W. T. Hoopes, his Attorney, and thereupon came John M. Brodrick

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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 therein, and by virtue of the same warrant of Attorney, confessed that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of \$224.60. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$224.60 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. Burgener, 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 Seventh Judicial District of the State of Ohio on the 16 day of May in the year of Our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 24 day of May, A. D. 1887, the following Petition and Answer in Cognovit was filed with the Clerk of said Court, to wit:

Petition.  
No. 5328

Against  
J. B. Robertson, Simpson Price +  
J. R. Dixon, Defendants.

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

Plaintiff is a firm engaged in the business of private Banking at Marion in the State of Ohio and unincorporated. That the Defendants, J. B. Robertson, Simpson Price + J. R. Dixon on or about the 24th day of April, A. D. 1885, executed and delivered to the said Plaintiff, their Promissory Note, of that date, together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney are hereto attached, marked "Exhibit A" and made a part of this Petition. Said Plaintiff further says that said Promissory Note is due and unpaid; that they are the legal owners and holders thereof, and that there is still due thereon from said Defendants, the sum of One Hundred + Fifty Nine Dollars and Thirty eight cents, with interest at the rate of eight per centum per annum, from the 27th day of August, A. D. 1885. Wherefore, the said Plaintiff asks judgment against the said Defendants for the sum of One Hundred + Fifty Nine Dollars and Thirty eight cents, with interest thereon at the rate of eight per centum per annum from the 27 day of August, A. D. 1885, and for costs of suit. S. S. Gardner, Plaintiff's Attorney.

The State of Ohio,  
Union County, ss. S. S. Gardner being duly sworn says that he is the Attorney of Record of said Plaintiff, that this Action is brought upon an instrument in Writing for the payment of Money only; that said instrument in Writing is in his possession, and that he

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truly believe the statements contained in the foregoing Petition are true in substance and in fact. S. J. Gardiner

Sworn to by S. J. Gardiner before me, and by him subscribed in my presence, this 17<sup>th</sup> day of May A.D. 1887. W. J. Rucker Notary Public

Exhibit A

\$159.35/100 Six months after date, for value received, we jointly and severally promise to pay Farmers Bank, or order, one hundred + Fifty Nine 35/100 Dollars, with interest at 8 per cent, per annum, after maturity, until paid. And we hereby authorize and empower our Attorney at law, at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of Record, in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the said payee, and release all errors which may accrue in the rendition of such judgment, and we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution, and personal or real property belonging to us, or either of us, and after the date of such judgment; and our said attorney is hereby authorized to enter such release in such judgment.

Witness our hands and seals, this 24<sup>th</sup> day of April A.D. 1885.

J. B. Robertson [Seal]  
Simpson Price [Seal]  
J. R. Dixon [Seal]

Endorsed: For collection for Farmers Bank, Marion, O.  
A. C. Edmondson, Cas.

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

Farmers Bank, Plaintiff.

By virtue of the Warrant of Attor-

Answer

No. 5328

J. B. Robertson, Simpson Price + J. R. Dixon Defendants, in answer to the foregoing Petition, L. Piper an Attorney at Law in the several Courts of Record in the State of Ohio, hereby Enter an Appearance for the said Defendant, at the suit of Farmers Bank, Plaintiff against said J. B. Robertson - Simpson Price + J. R. Dixon, Defendants, and Waive the issuing and service of Process therein and confess a judgment in favor of the said Farmers Bank against J. B. Robertson Simpson Price + J. R. Dixon for the sum of One hundred eighty one Dollars and 13 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. L. Piper, Defendants Attorney.

Entry

No. 5328

J. B. Robertson, Simpson Price + J. R. Dixon, This day came the Plaintiff by S. J. Gardiner his Attorney and thereupon came L. Piper one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney confessed that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of \$181 13/100. It is therefore considered that said Plaintiff do recover of said Defendant the said

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sum of \$1800 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. Burgerer, 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 16 day of May, in the year of our Lord, one thousand eight hundred and eighty seven.

Heretofore, to-wit, on the 16 day of May, in the year of our Lord, one thousand eight hundred and eighty seven, the following Petition and Answer in Cognovit was filed with the Clerk of said Court, to-wit:  
Petition  
No. 5326  
Joseph Comer, Plaintiff,  
against  
E. M. Argo, Defendant.  
The State of Ohio, Union County, ss  
In the Court of Common Pleas  
Petition

Plaintiff says, that the Defendant, on or about the 22<sup>d</sup> day of July A. D. 1886, executed and delivered to the said Plaintiff, his Promissory Note, of that date, together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney are hereto attached marked "Exhibit A", and made a part of this Petition. 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 Five Hundred & Fifty eight Dollars and 58 Cents, with Interest at the rate of 8 per centum per annum, from the 2<sup>d</sup> day of August A. D. 1886. Wherefore, the said Plaintiff asks Judgment against the said Defendant for the sum of Five Hundred & Fifty eight Dollars and 58 Cents, with Interest thereon at the rate of 8 per centum per annum, from the 2<sup>d</sup> day of August, A. D. 1886 and for Costs of Suit. S. S. Gardiner, Plaintiff's Attorney.

The State of Ohio  
Union County, ss  
Affidavit  
S. S. Gardiner being duly sworn, says he is the Attorney of Record of said Plaintiff; that this Action is brought upon an Instrument in Writing for the payment of Money only; 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 16<sup>th</sup> day of May, A. D. 1887.

John L. Burgerer, Clerk of Courts, Union County, Ohio.

\$ 558.58 July 22 1886

Ten days after date I promise to pay to the order of Joseph Comer five hundred fifty eight <sup>58</sup>/<sub>100</sub> Dollars, with 8 per cent interest after maturity. Value received, payable at \_\_\_\_\_ and I 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 me 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 I hereby release and waive all errors, and all rights of appeal and second trial and stay of execution, in my behalf.

E. W. Argo (Seal)

Joseph Comer, Plaintiff } The State of Ohio, Union County, ss.  
  } In the Court of Common Pleas.  
  } Answer.

Answer  
No. 5326

By virtue of the Warrant of Attorney attached to the foregoing Petition, J. D. M. Ayers, 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 Joseph Comer, Plaintiff, against said E. W. Argo, Defendant, and Waive the Issuing and Service of Process therein, and Confess a Judgment in favor of the said Joseph Comer against said E. W. Argo for the sum of Five Hundred & Ninety Three Dollars and 81 Cents, Damages, being the Amount appearing due for Principal and Interest on said Promissory Note, and also for Costs of Suit, and I do hereby Release all Errors, and Waive all Right of Appeal.

J. D. M. Ayers, Defendants Attorney.

Entry  
No. 5326

Joseph Comer }  
  } This day came the plaintiff by S. S. Gardiner his  
  } Attorney, and thereupon came J. D. M. Ayers one of the  
E. W. Argo } 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 \$593.81. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$593.81 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. Burgamer, 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 Sixth Judicial District of the State of Ohio, on the 16 day of May, in the year of our Lord, one thousand eight hundred and eighty seven. On the 11 day of July A. D. 1887, the following Petition and Answer, in Cognovit, was filed with the clerk of said Court, to-wit:  
The State of Ohio, Union County, ss. In the Court of Common Pleas

Answer  
No. 5357

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Petition  
No. 351

Martin Wetzel, Plaintiff,

vs

Edward P. Houghton, Defendant

Petition

Civil Action for Money Only.

Plaintiff says that there is due to him from Edward P. Houghton the Defendant, on a promissory note made by the Defendant, Edward P. Houghton, dated the 1<sup>st</sup> day of January A.D. 1887, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Four hundred & Ninety nine Dollars and forty five cents, with interest thereon at 8% per annum payable annually from the 1<sup>st</sup> day of January A.D. 1887. 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 thereon. Whereupon, the Plaintiff asks judgment against said Defendant for the sum of Four hundred & Ninety nine Dollars and forty five cents, with interest at 8% per annum payable annually from the 1<sup>st</sup> day of January A.D. 1887, and for his costs here in expended. Brodrick & Mc. Campbell, Attys for Plffs.

The State of Ohio,  
Union County, ss,

Jas. S. Mc. Campbell, one of the Attys of record, duly authorized, for the above named Plaintiff, being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff founds this his action upon a written instrument for the payment of money only, which said instrument is hereto attached. Jas. S. Mc. Campbell

Subscribed by Jas. S. Mc. Campbell in my presence, and sworn to by him, before me, this 11<sup>th</sup> day of June A.D. 1887.

J. L. Burquer, Clerk of Courts.

Willford Centre, Ohio, January 1<sup>st</sup> 1887.

Thirty days after date, for value received, we jointly and severally promise to pay Martin Wetzel, <sup>or order</sup> Four hundred & ninety nine <sup>45</sup>/<sub>100</sub> Dollars, with interest at the rate of 8 per cent per annum payable annually. And I hereby authorize any Attorney at Law, to appear for me in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio 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 interest at the rate therein mentioned and 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, Edward P. Houghton, Seal

Martin Wetzel, Plaintiff,

In Court of Common Pleas  
Union County S.C.

Answer

vs

Edward P. Houghton, Defendant

Defendant's Answer

No. 351

And now come Edward P. Houghton the above named Defendant, by the undersigned J. B. Sultor 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 Five hundred & eighteen Dollars and forty three cents the amount appearing due for principal and inter-

est 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.

July 11<sup>th</sup> A.D. 1887 J.B. Tullon Atty for Deft.  
Martin Wetzell Plaintiff.

Entry

No. 5357

Edward P. Houghton Defendant. This day came the Plaintiff by Brod- rick & Mc Campbell his Attorneys, and thereupon came J. B. Tullon, 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 \$518.<sup>40</sup>/<sub>100</sub>. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$518.<sup>40</sup>/<sub>100</sub> 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. Burghner, 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 Mansville, within and for the county of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven.

Heretofore, to wit on the 9<sup>th</sup> day of June A.D. 1887, the following Petition and Answer in Boguswit was filed with the Clerk of said Court, to wit:

Petition

No. 5335

John M. Kaull, as Plaintiff vs The State of Ohio, Union County ss. In the Court of Common Pleas. Civil Action for Money Only.

John M. Kaull the above named Plaintiff says that there is due to him from Spencer M. Cameron, Defendant, on a promissory note made by the Defendant, Spencer M. Cameron payable to J. P. Martin or bearer, dated the 21 day of January A.D. 1886, which note, with the warrant of Attorney thereto annexed, as hereto attached, marked "A", the sum of Nine Two Dollars and fifty cents, with interest thereon at 6 per cent interest thereon until March 1<sup>st</sup> 1886 and 8 per cent interest thereafter. The Plaintiff further say that said John M. Kaull legal owner and holder of said note, that the same is due and unpaid, that said note was purchased by him before maturity for a valuable consideration. Whereupon, the Plaintiff ask judgment against said Defendant for the sum of Nine Two Dollars and fifty cents with interest at 6 per cent from the 21 day of January A.D. 1886

until the day of M... The State of Ohio... Plaintiff... in possession...

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Answer

No. 5335

John... Spencer... Defendant... holder... above... Dollars... cipal... tered... and... and to... tion iss... June... John...

Entry

No. 5335

Spencer... + Stere... Torney... duly... waived... of said...

until the 1<sup>st</sup> day of March A.D. 1886, and 8 per cent interest from said 1<sup>st</sup> day of March, A.D. 1886. Kennedy & Stone, Attys for Plffs.

The State of Ohio,  
Union County, ss.

James W. Stone one of the Attorneys of the above named Plaintiff being duly sworn, says that he believes the statement, in the foregoing Petition, to be true. He further says that the said Plaintiff is a non-resident of said County and the pleading is founded upon a written instrument, for the payment of money and is now in possession of affiant.

James W. Stone  
Subscribed by James W. Stone in my presence, and sworn to by him before me, this 9<sup>th</sup> day of June A.D. 1887.

John L. Burgher, Clerk of Courts, Union Co. O.

\$92.50

January 21 - 1886

For value received, on or before the first day of March 1886, I, we or either of us, of the township of Rush Creek, County of Logan, State of Ohio, promise to pay to J. S. Martin or Bearer, Ninety Two dollars & Fifty Cents for value received, with 6 per cent interest before due, and 8 per cent after due. And jointly and severally hereby authorize my Attorney at Law at any time after the above becomes due, with or without process, to appear for us in 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 right of appeal. Witness our hands and seals.

Spencer M. Cameron.

John M. Kaul

In Court of Common Pleas,  
County, ss.

Answer

vs  
Spencer M. Cameron

Defendant's Answer.

No. 5335

And now come Spencer M. Cameron, the above named defendant, by the undersigned D. W. Ayers Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant, for the sum of One hundred and Two Dollars and Sixty 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 hereby waived.

June 9 A.D. 1887.

D. W. Ayers, Atty for Deft.

John M. Kaul

Entry

vs  
Spencer M. Cameron

Entry.

No. 5335

This day came the Plaintiff by Kennedy & Stone his Attorneys 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 proved waived the issuing and service of process, and entered appearance of said Defendant therein, and by virtue of the same warrant of

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attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of \$102.67. It is there-  
fore considered that said Plaintiff do recover of said Defendant the said sum of \$102.67 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, 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 court find that said note after maturity bears 8 per cent interest, it is ordered, that this judgment draw and bear the same rate.

Attest. John L. Burghner, Clerk.  
By Nellie Conroy, 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 16<sup>th</sup> day of May in the year of our Lord, one thousand eight hundred and eighty seven herebefore, to-wit; On the 16<sup>th</sup> day of April, A. D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition  
No. 5303

H. C. Pounds, Plaintiff,  
Against  
J. S. Hutchinson, Defendant.  
Court of Common Pleas,  
Union County, Ohio.

The Plaintiff says; That this action is founded upon a promissory note, for the unconditional payment of money only, of which the following is a copy, to-wit:

\$565.

January 19<sup>th</sup> 1882.

" One year after date I promise to pay to the order of H. C. Pounds, Five hundred and sixty five Dollars, Value received, payable at 6% per cent interest, paid annually. J. S. Hutchinson.

There are no credits upon said note. There is due from the defendant to the plaintiff on said note the sum of Five hundred and sixty five Dollars, which he claims with interest payable annually, from the 19<sup>th</sup> day of January 1882. Plaintiff therefore asks judgment against defendant, for said sum of \$565.00 together with interest at six per cent payable annually, from the 19<sup>th</sup> day of January 1882 and for such other and further relief as the equities of the case may require.  
Porter & Porter, Attorneys for Plaintiff.

E. W. Porter being sworn, says he is one of the attorneys of the above named H. C. Pounds duly authorized in the premises. That the said H. C. Pounds is a non-resident of the county and absent therefrom and that said action is founded upon a written instrument for the payment of money; that said instrument is in affiant's possession as such attorney. And further affiant believes 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 16<sup>th</sup> day of April A. D. 1887.

[Seal]

J. L. Burghner, Clerk.

To the Clerk: Issue a summons in the above action return-

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April 16

Summons  
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[Seal]

Jan. 19<sup>th</sup>

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Præcipe able according to law. Endorse, "Action for money, amt. claimed \$565. with interest payable annually from the 19<sup>th</sup> of January 1882." April 16 1887 Porter & Porter, Attys for Plff.

Summons Afterward, on the 16<sup>th</sup> day of April, A.D. 1887, the following Summons was issued by the clerk of said Court, to wit:

No. 5303 The State of Ohio, Union County, ss. To the Sheriff of the County of Union - Greeting: We command you to notify J. S. Hutchinson that he has been sued by H. C. Pounds in the Court of Common Pleas of Union County, and that unless he answers by the 14<sup>th</sup> day of May A.D. 1887 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 25<sup>th</sup> day of April A.D. 1887. Witness my hand and the Seal of said Court this 16<sup>th</sup> day of April A.D. 1887 at Marysville, O.

Seal J. L. Burquer, Clerk.

Endorsed; Amount claimed, \$565<sup>00</sup> and interest from Jan 19<sup>th</sup> 1882. Porter & Porter, Plff's Atty.

Sheriff's Return Said Writ returned and filed April 23, A.D. 1887, endorsed as follows, to wit:

The State of Ohio, Union County, ss. Sheriff's Return. Received this Writ April 16<sup>th</sup> A.D. 1887 at 2 o'clock P.M. and pursuant to its command, on the 20<sup>th</sup> day of April A.D. 1887, I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendant J. S. Hutchinson.

Sheriff's Fees. Service 30 Mileage 1.25 Copy 20 Total 1.75 Marion Hopkins, Sheriff.

Afterward, on the 25<sup>th</sup> day of May A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. No. 5303 as J. S. Hutchinson vs H. C. Pounds. This day came the plaintiff, H. C. Pounds, by his attorneys and the said defendant, J. S. Hutchinson being in default for answer or demurrer and the court being fully advised in the premises do find that the defendant is indebted to the plaintiff in the sum of Seven hundred and fifty eight & 1/100 Dollars (\$758.11) as the plaintiff in his petition hath alleged. It is therefore considered and adjudged that the plaintiff recover of said defendant said sum of Seven hundred & fifty eight & 1/100 Dollars so found due plaintiff as aforesaid and also his costs in this behalf, expended taxed at \$#

Attest. John L. Burquer, 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 South Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May in the year of Our Lord, one thousand eight hundred and eighty seven. Herein, to wit; On the 2<sup>d</sup> day of May, A.D., 1887, the following

Petition  
No. 5315

Petition was filed with the Clerk of said Court, to wit; Levi Longbrake Court of Common Pleas. Union County, Ohio.

A. H. Bightler and Tobias Bightler vs. Petition.  
The defendants are indebted to plaintiff on a promissory note of which the following is a copy, there are no credits nor indorsements thereon.

Copy of Note.  
\$300<sup>00</sup> Marysville, O. December 5<sup>th</sup> 1884

One year after date, we, or either of us, promise to pay to the order of Levi Longbrake for value received Three Hundred Dollars with eight per cent interest, payable annually. A. H. Bightler [L] Tobias Bightler [L]

There is due plaintiff from defendants, on said note the sum of Three Hundred (\$300<sup>00</sup>) Dollars, which he claims with interest at eight per cent payable annually from December 5<sup>th</sup> 1884. Wherefore plaintiff asks judgment against defendants in the sum of Three Hundred forty nine and <sup>92</sup>/<sub>100</sub> (\$349<sup>92</sup>) Dollars with interest at eight per cent from December 5, 1886.

J. J. Arthur, Attorney for Pllf.

The State of Ohio, Union County, ss. The Plaintiff Levi Longbrake being first duly sworn says the facts stated and allegations made in the foregoing petition are true. Levi Longbrake

Sworn to before me and subscribed by Levi Longbrake in my presence this 3<sup>d</sup> day of May A.D. 1887.

[Seal] J. L. Burgner, Clerk.

Pracipe  
No. 5315

Mr. Clerk: I pray Summons returnable according to law. Endorse Amt. Claimed \$349<sup>92</sup> with interest at 8 per cent from Dec. 5<sup>th</sup> 1886. J. J. Arthur, Attorney.

Afterward on the 2<sup>d</sup> day of May A.D. 1887, the following Summons was issued by the Clerk of said Court, to wit;

Summons  
No. 5315

The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting; We command you to notify A. H. Bightler and Tobias Bightler that they have been sued by Levi Longbrake, in the Court of Common Pleas of Union County, and that unless they answer by the 4<sup>th</sup> day of June 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 16<sup>th</sup> day of May A.D. 1887. Witness my hand and the seal of said Court, this 2<sup>d</sup> day of May A.D. 1887.

[Seal] John L. Burgner, Clerk.

Endorsed: In action for money only, amount claimed \$349<sup>92</sup> with 8% int. from Dec. 5-86. J. J. Arthur Plaintiff's Atty. Said Writ returned and filed May 16, A.D. 1887, endorsed.

Sherriff's Return  
No. 5315

as follows The State of Ohio Union County and for the same therein A. H. Bightler & Tobias Bightler

Entry  
No. 5315

made on Levi Longbrake A. H. Bightler & Tobias Bightler to be held appearing at it is considered and taxed at the Court Thru Levi Longbrake interest due taxed \$ from the Bightler according

Petition  
No. 5025

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Sheriff's Return.

as follows, to-wit:  
The State of Ohio,  
Union County, ss.

Sheriff's Return.

Received this Writ May 2 A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 14<sup>th</sup> day of May A.D. 1887, I served the same by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of the within named defendants A. H. Bightler and Tobias Bightler. Sheriff's Fee, Service 45 Mileage 48 Copy 40 Total \$1.33

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

No. 5315

Afterward, on the 9<sup>th</sup> day of June A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
Leri Longbrake, Plff.

Entry.

A. H. Bightler & Tobias Bightler, Defs. This day came on this cause to be heard upon the petition filed herein by the plaintiff, no one appearing for the defendants, either by answer or demurrer, thereupon it is considered by the court that the allegations of the petition are true and that there is due from the defendants to the plaintiff as is alleged in the petition the sum of Three hundred forty nine and  $\frac{92}{100}$  (\$349<sup>92</sup>) dollars with interest at eight per cent from the 5<sup>th</sup> day of December 1886, making a total due this day June 9<sup>th</sup> 1887, of \$363<sup>92</sup> and costs of suit taxed at \$

It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendants said sum of Three hundred sixty three and  $\frac{92}{100}$  (\$363<sup>92</sup>) Dollars his debt and interest due as aforesaid and also his costs in this behalf expended taxed \$ And that the judgment bear interest at eight per cent from this date until paid. The court further find that said Tobias Bightler is surety for said A. H. Bightler and order that execution issue accordingly.

Attest. John L. Burgamer, Clerk.  
By Nellie Rowley, Deputy.

Petition

No. 5025

Pleas before His Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the South Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore to-wit, on the 1<sup>st</sup> day of Feb. A.D. 1886 the following Petition was filed with the Clerk of said Court, to-wit:

Morris W. Hill Assignee of S. M. & A. J. Blake  
vs  
William Murphy, Wm. A. Flower & James Flower  
+ Albert Murphy

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

Plaintiff is now the duly appointed and qualified and acting Assignee of S. M. & A. J. Blake insolvents, who were late partners doing business under said firm name of S. M. & A. J. Blake at Richwood, Union County, Ohio. First cause of action — There is due plaintiff

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as said assignee from the Defendant W<sup>m</sup> Murphy the sum of \$253<sup>53</sup> which he claims with interest at 6 percent from the 24<sup>th</sup> day of August 1885 on the account a copy of which is hereto attached marked Exhibit "A" with all credits thereon.

Second Cause of action: The account in the first cause of action described accrued for materials furnished by plaintiff as said Assignee on the order of said Defendant W<sup>m</sup> Murphy in erecting a certain Bath House between the 1<sup>st</sup> day of March 1884 and June 17<sup>th</sup> 1885 on the following described premises to wit: situated in the County of Union, State of Ohio, Township of Lusburg and known as Lots Numbered "A" & "B" in the village of Magnetic Springs - see recorded plat of said Village. Said account on the 17<sup>th</sup> day of June 1885 and on the 26<sup>th</sup> day of August 1885 plaintiff filed with the Recorder of Union County under the Statute provided for obtaining Mechanics Lien an affidavit containing an itemized account of the amount and value of said materials - with a statement of the amounts and times when the same should have been paid - which said Lien is Recorded in book 2 page 283 of Lien Records in said Recorder's office. No part of the same has been paid. Plaintiff is informed that the Defendants W<sup>m</sup> A. Hower, Jas. Hower and Albert Murphy claim some interest by way of mortgage and Mechanics Lien in said premises but Plaintiff is unable to state the exact nature or extent thereof - and asks that they be required to set up the same or be forever cut off.

Plaintiff therefore prays judgment against said W<sup>m</sup> Murphy for said sum of \$208 and 6 percent interest thereon from August 24<sup>th</sup> 1885 that said premises be sold the priorities of Lien determined and the proceeds applied to the payment of said claim in its proper order and for all proper relief.

S. C. Hardiner for Plff.  
State of Ohio.

Union County ss. M. W. Hill being duly sworn says the facts and allegations in the foregoing Petition are true as he verily believes. Morris W. Hill sworn to and subscribed before me this 28<sup>th</sup> day of January 1886.

[Seal] W. J. Rucker, Notary Public.

To Clerk - Issue Summons to Sheriff of Union Co. for W<sup>m</sup> Hower + Jas. Hower to Sheriff of Hardin Co. returnable according to law - amt. Claimed \$208 60% from Aug. 24<sup>th</sup> 1885 + foreclosure of Lien + for Albert Murphy to Sheriff of Hardin Co.

Afterward, on the 1<sup>st</sup> day of February A. D. 1886, the following Summons were 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 William Murphy that he et al have been sued by Morris W. Hill Assignee of S. M. + A. J. Blake in the Court of Common Pleas of Union County, and that unless he answer by the 6<sup>th</sup> day of March A. D. 1886 the petition of said plaintiff Morris W. Hill Assignee etc. 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 15<sup>th</sup> day of February A. D. 1886. Witness my hand and the seal of said Court, this 1<sup>st</sup> day of February A. D. 1886.

[Seal] J. D. Burger, Clerk.

Pracipe  
No. 5025

Summons  
No. 5025

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Endorsed: In action for Foreclosure of Lien, Amt. Claimed \$208.<sup>00</sup> at 6% from Aug. 24<sup>th</sup> 1885. S. S. Gardiner, Plaintiff's Atty.

Sheriff's Return

Said Writ returned and filed Feb. 6<sup>th</sup> 1886, endorsed as follows: The State of Ohio, Union County, ss. Received this Writ Feby. 1<sup>st</sup> A. D. 1886, at 9 o'clock A. M. and pursuant to its command, on the 4<sup>th</sup> 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 defendant. Wm. Murphy, Sheriff's Sec. Service 30 Mileage 1.92 Copy 20 Total \$ 2.42 M. Hopkins, Sheriff. By A. L. Goodwin, Deputy.

Summons

Summons

The State of Ohio, Union County, ss. To the Sheriff of the County of Hardin -reeting: We command you to notify Albert Murphy that he has been sued by Morris W. Hill Assignee of S. M. + A. J. Blake in the Court of Common Pleas of Union County, and that unless the answer by the 6<sup>th</sup> day of March A. D. 1886 the petition of said plaintiffs Morris W. Hill Assignee etc. 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 15<sup>th</sup> day of February A. D. 1886. Witness my hand and the seal of said Court, this 1<sup>st</sup> day of February A. D. 1886.

J. L. Burgner, Clerk.

Sheriff's Return

Endorsed: In action for Foreclosure of Lien, Amt. Claimed \$208.<sup>00</sup> 6% int. from Aug. 24<sup>th</sup> 1885 - S. S. Gardiner, Plaintiff's Atty. Said Writ returned and filed Feb. 15<sup>th</sup> 1886, endorsed as follows:

The State of Ohio, Hardin County, ss. Received this Writ Feby 8<sup>th</sup> A. D. 1886 at 3 o'clock P.M. and pursuant to its command, on the 13<sup>th</sup> day of Feby A. D. 1886, I served the same by delivering a certified copy hereof with the endorsements thereon to the within named Albert Murphy. Service 30 Mileage 1.10 Postage 10 Copy 25 Return 25 Total \$ 2.00 John S. Scott, Sheriff Hardin County, Ohio.

Summons

Summons

The State of Ohio, Union County, ss. To the Sheriff of the County of Wayne -reeting: We command you to notify Wm. A. Bower & James Bower that they and al. have been sued by Morris W. Hill Assignee of S. M. + A. J. Blake in the Court of Common Pleas of Union County, and that unless they answer by the 6<sup>th</sup> day of March A. D. 1886, the petition of said plaintiffs Morris W. Hill Assignee etc. 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 15<sup>th</sup> day of February A. D. 1886. Witness my hand and the seal of said Court, this 1<sup>st</sup> day of February A. D. 1886.

J. L. Burgner, Clerk.

Endorsed: In action for Foreclosure of Lien, Amt. Claimed \$208.<sup>00</sup> at 6% from Aug. 24<sup>th</sup> 1885 - S. S. Gardiner Plaintiff's Atty. Said Writ returned and filed Feb. 16<sup>th</sup> A. D. 1886, endorsed as follows:

Sherriff's Return.

The State of Ohio,  
Wayne County, ss.

Received this Writ February 3<sup>d</sup> A.D. 1886, at 8 o'clock A.M. and pursuant to its command, on the 12<sup>th</sup> day of February A.D. 1886, I served the same by delivering to each of the within named defendants, Wm. A. Howe + James Lower a certified copy of this writ and of the endorsements therein dated Feby 13<sup>th</sup> 1886. Service 75 Mileage 2.40 Copy 40 Return 25 Index + Rec. 25 - Total 3.75  
Jacob Manger, Sherriff  
By Jesse B. Koch, Deputy.

Sherriff's Return.

Afterward, on the 16<sup>th</sup> day of May A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

M. W. Hill, Assignee &c  
vs  
W. Murphy et als.

No. 5025 Entry.

Now came the plaintiff herein and the Deft. Wm. Murphy 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 there is due to said plaintiff from the Deft. Wm. Murphy on account of the materials furnished as set forth in the Petition the sum of \$229<sup>53</sup> and that the same is a lien on the premises described in the Petition by reason of the Mechanics lien therein described and recorded in book No. 2 page 283 of the lien records of Union County, Ohio, and that said plaintiff is entitled to have the said lien enforced. It is therefore considered that the plaintiff M. W. Hill Assignee of S. M. & A. J. Blake recover from the Deft. Wm. Murphy the said sum of \$229<sup>53</sup> together with his costs herein expended + that unless the said judgment is paid within 5 days from the date hereof, then an order may issue to the sheriff of Union County Ohio - commanding him to sell said premises as upon execution and of his proceedings in the premises to make due return to this Court. And as to all questions of priority of liens and as to the several amounts due to the other Defts. to this suit, the cause is continued.

Attest. John L. Burgner, Clerk  
By Kellie Rohay, Deputy.

Petition

No. 5297

Pleas before His Honor, John A. Price, Judge of a Court of 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 Seventh Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit: on the 15<sup>th</sup> day of Apr. A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:  
Aguba Base Plaintiff,

Court of Common Pleas, Union County, Ohio.

J. S. Baldwin, Defendant, Petition  
Plaintiff says, I. First cause of action - Her first cause of action is founded upon a promissory note of which the following is a copy.

Broadway, O.  
On or before the first day of June 1885 for value received I promise to pay Aguba Base or bearer the sum of one hundred and forty dollars & per cent interest after due.  
March 4<sup>th</sup> 1884  
J. S. Baldwin.

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No. 5-297  
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There is due the plaintiff on said promissory note from the defendant the sum of one hundred & forty Dollars which she claims with interest from first day of June 1885 at rate of eight per cent per annum.

II Second Cause of Action. Plaintiff says her second cause of action is founded upon a promissory note of which the following is a copy.

Three months from date I promise to pay Azuba Base or bearer twenty Dollars & per cent after due.

March 4-1884

J. S. Baldwin

There is due the plaintiff on said promissory note in said second cause of action set forth the sum of twenty Dollars which the plaintiff claims with interest at rate of eight per cent per annum from June 4<sup>th</sup> 1884.

III Third Cause of Action. Plaintiff says her third cause of action is founded upon a promissory note of which the following is a copy.

\$ 20<sup>00</sup>

June 1<sup>st</sup> 1884.

Thirty days after date I promise to pay to the order of Azuba Base twenty Dollars at 8% interest - Value received.

J. S. Baldwin.

There is due the plaintiff on said promissory note in said third cause of action set forth the sum of twenty Dollars which the plaintiff claims with interest at rate of eight per cent per annum from 1<sup>st</sup> day of July A.D. 1884. Plaintiff therefore asks judgment

for the sum of one hundred and eighty Dollars (\$180<sup>00</sup>) with interest on one hundred & forty from June 1<sup>st</sup> 1885; interest on twenty dollars thereof from June 4<sup>th</sup> 1884 and interest on twenty Dollars thereof from July 1<sup>st</sup> 1884 and all at rate of eight per cent per annum.

Robinson & Piper, Plaintiffs Attorneys.

State of Ohio.

Union County, ss. S. Piper being duly sworn according to law says he is one of the Attorneys of the plaintiff Azuba Base duly authorized in the premises that above pleading of Azuba Base is founded upon a written instruments for the payment of money only and which are now in the possession of this affiant and that the allegations of the foregoing pleading of Azuba Base are as affiant believes true.

S. Piper.

Sworn to before me by S. Piper and by him subscribed in my presence this 15<sup>th</sup> day of April 1887.

J. I. Burquer, Clerk.

Præcipe

[Seal]

To Clerk; Issue Summons upon the foregoing petition directed to Sheriff of Union County Ohio for J. S. Baldwin. Returnable according to law. Endorse Amount Claimed \$180 with interest on \$140<sup>00</sup> from June 1<sup>st</sup> 1885 - at 8% per annum. Int. on \$20 from June 4<sup>th</sup> 1884 at 8% per annum. & interest on \$20 from July 1<sup>st</sup> 1884 at 8% per annum. Robinson & Piper, Attorneys for Plaintiff.

Summons.

Afterward on the 15<sup>th</sup> day of April, A.D. 1887, the following Summons was issued by the clerk of said court, to-wit:

(No. 5-297)

The State of Ohio. Union County, ss.

To the Sheriff of the County of Union - Greeting: We command you to notify J. S. Baldwin that he has been

sued by Agubah base in the Court of Common Pleas of Union County and that unless he answers by the 14<sup>th</sup> day of May A.D. 1887, the petition of said Agubah base 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 25<sup>th</sup> day of April A.D. 1887. Witness my hand and the Seal of said Court, this 14<sup>th</sup> day of April A.D. 1887 at Marysville, O.

[Seal]

J. D. Burgner, Clerk.

Endorsed: Amount Claimed, \$180.<sup>00</sup> and interest as follows at 8 per. cent.; On \$140 from June 1<sup>st</sup> 1885 - On \$20 from June 4<sup>th</sup> 1884 On \$20 from July 1<sup>st</sup> 1884. Robinson & Piper, Plff's Atty.

Said Writ returned and filed April 23<sup>rd</sup> 1887, endorsed as follows:

The State of Ohio.

Sheriff's Union County, ss. Received this Writ April 15 A.D. 1887 at 2 o'clock P.M. and Return pursuant to its command, on the 16<sup>th</sup> day of April A.D. 1887, I served the same by handing a true copy with the endorsements thereon to the within named defendant J. S. Baldwin Sen. Sheriff's Fees, Service 30 Mileage 1.28 Copy 20 Total \$1.78 M. Hopkins, Sheriff.

Afterward, on the 1<sup>st</sup> day of June A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

County

Aguba Base, Plaintiff,

vs

Moury Only.

J. S. Baldwin,

No. 5297

defendant being in default for answer and demurrer the court find that the allegations of the petition are by him confessed to be true and find that the defendant J. S. Baldwin is indebted to the plaintiff Aguba Base in the sum of two hundred eleven and <sup>85</sup>/<sub>100</sub> Dollars (\$211<sup>85</sup>/<sub>100</sub>). It is therefore considered by the court that the said plaintiff recover from the said defendant the said sum of two hundred eleven and <sup>85</sup>/<sub>100</sub> Dollars (\$211<sup>85</sup>/<sub>100</sub>) and her costs herein expended taxed at \$

Attest. John D. Burgner, Clerk.  
By Nellie B. May, 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 16<sup>th</sup> day of May, in the year of our Lord, on thousand eight hundred and eighty seven. Heretofore, to wit: on the 19<sup>th</sup> day of Sept. A.D. 1885, the following Petition was filed with the Clerk of said Court, to wit:

Petition

Edward B. Charvons, Plaintiff,

vs

Sarah Charvons, Defendant,

No. 4901

of the State of Ohio for more than the year last past and has been a bonded resident of the County of Union for the year last past. That on the 26<sup>th</sup> day of October 1884 he was married to the defendant. That there was

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one child Jennie, born March 20<sup>th</sup> 1885.  
 1<sup>st</sup> Cause of action. The defendant in disregard of her marital duties has been guilty of Gross Neglect of duty and has been absent from plaintiff ever since the date of Marriage. Plaintiff says that the marriage was fraudulently contracted - and is guilty of extreme cruelty. Plaintiff further says he has been or would have been a provident and good husband if defendant would have performed her part of said contract. Wherefore plaintiff prays that he may be divorced from said defendant and for all other and proper relief.  
 J.B. Benton. Atty.

State of Ohio,  
 Union Co. ss Edward C. Chavous being first duly sworn says the facts stated and allegations made in the foregoing petition are true as she verily believes. Edward C. Chavous.

Sworn to by Edward C. Chavous and signed by him in my presence this 12<sup>th</sup> day of September A.D. 1885.

Præcipe  
 No. 4901 To the Clerk. Issue summonses and copy of Petition to the defendant endorsed. Divorce asked for returnable according to law.  
 J.B. Benton

Afterward on the 19<sup>th</sup> day of Sept. A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:

Summons  
 No. 4901 The State of Ohio,  
 Union County, ss To the Sheriff of Union County,  
 You are commanded to notify Sarah Chavous that Edward Chavous 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 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 28<sup>th</sup> day of September A.D. 1885. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, O., this 19<sup>th</sup> day of Sept. A.D. 1885. J.L. Burgner, Clerk By W.M. Winget, Deputy Clerk  
 Endorsed: Summons In Action for Divorce.  
 J.B. Benton, Atty.

Sheriff's Return.  
 No. 4901 Said Writ returned and filed, Oct. 3-1885, endorsed as follows - to-wit:  
 The State of Ohio,  
 Union County, ss Received this writ on the 19<sup>th</sup> day of Sept. A.D. 1885, and on the 24 day of Sept. A.D. 1885, I served the same by handing the within named defendant a true copy thereof with the enclosures thereon, together with a certified copy of the petition. Service 60 Copsy. 28 Mileage. 96 Mileage on Petition. 96 Total \$2.72 M. Hopkins, Sheriff. By A.H. Goodwin, Deputy.

Afterward on the 6<sup>th</sup> day of Oct. A.D. 1885, the following answer

and Petition was filed with the Clerk of said Court to wit:  
 Edward C. Charous Plaintiff, Union County Court of Common Pleas.  
 Answer & Cross Petition.  
 vs  
 Sarah Charous, Defendant. Now comes the defendant and for an-  
 No. 4901 swer to the plaintiffs Petition says, that she denies each and every al-  
 legation of the plaintiffs Petition except the residence marriage and  
 birth of the child. Defendant further says that the plaintiff has  
 been guilty of gross neglect of duty toward the defendant and their in-  
 fant child failing to provide a home or any of the necessaries of life and  
 has left the defendant to support herself and their child by her own  
 labor. Defendant therefore prays that she may be divorced from the  
 plaintiff and that she have reasonable alimony and for all proper  
 relief. Sarah Charous, by J.M. Kennedy, her atty.

Afterward, on the 22<sup>nd</sup> day of Dec. A.D. 1885, the following Entry was  
 made on the Journal of the Clerk of said Court, to wit:  
 Edward Charous 4901 Entry.

Entry. vs  
 No. 4901 Sarah Charous. This day this cause came on to be heard upon the  
 motion of the defendant for alimony pendente lite and the Court being  
 fully advised in the premises does sustain said motion. It is hereby or-  
 dered that the defendant be allowed the sum of fifty Dollars as alimony  
 pending said suit. It is therefore ordered that said Plaintiff pay to the  
 said defendant Sarah Charous or to her atty. J. M. Kennedy the sum  
 of fifty Dollars within ten days from this date and in default thereof ex-  
 cept the issue therefor, and that said suit stand continued until this  
 order is complied with.

Afterward, on the 11<sup>th</sup> day of July A. D. 1887, the following Entry was  
 made on the Journal by the Clerk of said Court, to wit:  
 Edward Charous. No. 4901 Entry.

Entry. vs  
 No. 4901 Sarah Charous This day this cause came on to be heard upon the  
 answer and cross petition of the defendant the petition of the plaintiff  
 being dismissed for the want of prosecution and the Court being fully ad-  
 vised in the premises does find as follows: That the said parties were  
 married as alleged in plaintiffs petition. That said plaintiff has  
 been guilty of Gross neglect of duty, as charged in the Cross petition of  
 the defendant. It is therefore ordered and adjudged by the Court that the  
 parties be divorced and the marriage relation heretofore existing be-  
 tween the parties be dissolved and held for naught and that said de-  
 fendant have the care and custody and control of Jennie Charous her  
 child and recover her costs herein taxed at \$

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

Plas before His Honor, John A. Price, Judge of a Court of Common  
 Pleas, begun and held at the Court House in the town of Marysville, with

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in and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16 day of May in the year of our Lord one thousand eight hundred and eighty seven. Heretofore to wit; on the 19 day of July, A.D. 1887 the following petition was filed with the Clerk of said Court, to wit;

Levi C. Kilbury, J. H. Kilbury  
R. B. Kilbury, Plaintiffs.

Court of Common Pleas  
Union County, Ohio.  
Petition.

Petition  
No. 5265

E. J. Boce, Jacob S. Boce Mc. Cloud & Bro.  
Marion Hopkins Esquire & Sheriff &c  
Defendants.

1st The Plaintiffs say they are a firm doing business under the laws of Ohio in the same firm

and style of Kilbury Brothers & Co. 2nd The plaintiffs say there is due them from the defendants, E. J. Boce and Jacob S. Boce the sum of one hundred and twenty one Dollars and seventeen cents with six per cent interest from October 9th 1886. On account of which the following is a copy. E. J. Boce Dr. To Kilbury Bros & Co.

Dec 19 1885 36 ft 1 1/2 in mould .45, Jan 30 1886 307 ft 1 1/4 + 1 in select 4.00 12.28  
Jan 30 1886 - 5 ft 1 1/2 in .25, Feb 16 1886 10 Fine Corn 4.00 40, Feb 17 1886 - 9 1/2 in  
7/8 Round 1.67, Feb 17 1886 - 48 ft 1 1/2 in 7/8 round .60, Feb 17 1886 32 ft 2 in 7/8 round  
40, Feb 17 1886 32 ft 1 1/2 on strip .25 Feb 17 1886 - 11 select .38; Feb 17 1886  
64 1/2 in select 4.50 2.88, Feb 17 1886 98 1 1/2 select 3.43, Feb 17 1886 14 1/4 x 1 1/2  
in stock 3.60, Feb 17 1886 85 1/4 round .38 Feb 17 1886 10 Brackets round 4.00  
Feb 17 1886 S lumber Brackets 299 ging 1.75, Feb 17 1886 50 2 in Strip 40, April  
12 1886 193 ft 3 1/2 in floor 2.50 4.92 April 12 1886 32 ft good com 1.80 April 13 1886  
307 1/2 in mould 1.50 4.5 April 14 1886 42 5 in mould 40 1.68 April 14 1886  
42 3 1/2 in floor 2.50 1.05 April 14 1886 32 good com 1.12 April 16 1886 13 4 stock  
2.35, April 17 1886 224 stock 2.00 4.48, April 17 1886 100 4 round 7.75, April  
17 1886 60 stock 1 x 9 1/2 select 2.10, April 17 1886 96 stock 2 x 4 D 2.40,  
May 3 1886 112 stock 2 x 4 2.80, May 7 1886 33 Stock 2 x 8 .53, May 7 1886  
24 Stocks 1.75 - 42, May 7 1886 45 1 com 1.12 May 8 1886 45 1 1/4 x 9 Fine  
com 2.03 May 8 1886 26 1 1/4 x 8 Fine com 1.20 May 11 1886 96 ft 2 x 4  
1.58, May 11 1886 43 ft 2 x 8 .73, May 11 1886 100 ft 1 1/2 1.98, May 12 1886  
50 ft Lath .15, May 22 1886 11 ft 6 stock .33 May 22 1886 17 ft 6 stock  
51, May 22 1886 100 ft 7/8 round .65, May 22 1886 36 9 in Bow 3.75 1.35, May 24  
1886 1 Door 1.65, June 4 1886 4 ft .16 June 15 1886 83 ft 2 x 4 1.37, June 15  
1886 96 ft 2 x 6 1.59, June 16 1886 15 ft 1 1/2 in Fine com 4.75 .71 June 16 1886  
160 ft Siding 4.40, June 18 1886 96 ft Siding 2.64, June 19 1886 300 x x x  
Shingles 12.45, June 21 1886 17 ft 1 1/2 fine com .65, June 25 1886 170 ft  
flooring 3.82, June 25 1886 50 shingles .20, June 26 1886 16 ft flooring  
40, June 26 1886 12 ft stocks 24, June 30 1886 1 window .65, July 6 1886  
13 ft 1 com .33, July 13 1886 72 ft 1/4 round .47, July 13 1886 40 ft 1 1/2 in fine  
com 1.80, July 13 1886 Ruffing .20 July 14 1886 32 ft 1 mould .48, July 15  
1886 40 9 oak ceiling 12.27, July 15 1886 1 door 2.50, July 15 1886 1 Door 1.75  
July 15 1886 44 ft 1 1/2 mould .66 (Total) \$121.17

There are no credits upon said account. Second cause of action. The account in the first cause of action described, accrued for materials furnished by plaintiffs on said E. J. Boce order in repairing and constructing an addition to a dwelling house between the 19th day of December 1885 and the 15th day of July 1886 on certain premises of said E. J. and

Jacob S. Boer. Situated in the Township of Jerome in the County of Union State of Ohio and described as follows, to wit: Beginning at a Burr Oak in the center of the Road running Eastwardly from the Plain City and California Pike to Danby Creek. Thence South  $25\frac{1}{2}^{\circ}$  east 102  $\frac{1}{2}$  feet to a stone. Thence South  $68\frac{1}{2}^{\circ}$  west 340  $\frac{1}{2}$  feet to the center of the Plain City and California Pike. Thence north with the center of said Pike 85 feet to the center of the first mentioned road. Thence North  $64\frac{1}{2}^{\circ}$  with the center of said Road to the place of beginning containing one half of one acre more or less.

Said account accrued on the 15<sup>th</sup> day of July 1886. And on the 9<sup>th</sup> day of October 1886 at 9 o'clock A.M. plaintiffs filed with the recorder of this County under the Statute provided for obtaining mechanics liens, an affidavit containing an itemized account of the amount and value of such materials with all credits & offsets, which said lien is recorded in Book 3 Page 21 in Union County Records of Liens. No part of said indebtedness has been paid. The plaintiffs further say the Defendants McElcloud & Bro. and Marion Hopkins Sheriff & Justice, claim to have some lien upon said premises, the nature of which is unknown to said plaintiffs, and that they be required to set forth the nature of their claim as required by law in such cases. The plaintiffs therefore ask judgment against said E. J. Boer and Jacob S. Boer in said sum of One hundred and twenty one & 700 dollars with interest from the 9<sup>th</sup> day of October 1886; and that in default of payment thereof, said premises be sold and the proceeds applied to the payment of said Debt and for such other relief as is just.

Cameron & Woodburn, Attys. for Plaintiffs.

The State of Ohio,  
Union County, ss.

one of the plaintiffs being first duly sworn says that the facts and allegations stated in their foregoing petition are true as he verily believes. S. A. Kilbury.

Sworn to before me and signed in my presence this 18<sup>th</sup> day of February 1887. E. Pitcher, J.P.

Sir A. Kilbury, S. H. Kilbury, R. B. Kilbury, Plaintiffs }  
vs } Court of Common  
E. J. Boer et al. Defts. } Pleas Union County  
Ohio.

We the undersigned do hereby waive the issuing and service of a Summons and enter our appearance in the above case. S. M. McElcloud  
McElcloud & Bro.

Afterward, on the 19<sup>th</sup> 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 E. J. Boer and Jacob S. Boer that they et al. have been sued by Sir A. Kilbury, S. H. Kilbury and R. B. Kilbury, in the Court of Common Pleas of Union County, and unless they answer by the 19<sup>th</sup> day of Mch. A. D. 1887, 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 28<sup>th</sup> day of Feb. A. D. 1887. Witness my hand and the seal of said Court this 19<sup>th</sup> day of Feb. A. D. 1887, J. L. Burgher, Clerk.

(Seal)

Sherriff's Return

No. 5265

Entry

No. 5265

Waiver

No. 5265

Summons

No. 5265

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Endorsed: In action for  
Cameron + Woodburn, Plaintiffs Atty.

Sherriff's  
Return

No. 5265

Said Writ returned & filed Feb. 28<sup>th</sup> A.D. 1887, endorsed as follows, to-wit:  
The State of Ohio,  
Union County, ss: Received this Writ Feby. 19<sup>th</sup> A.D. 1887, at 2 o'clock P.M.  
and pursuant to its command, on the 21<sup>st</sup> 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 E. J. Boer and by leaving a true  
copy with the endorsements thereon, at the usual place of residence of the  
within named defendant, Jacob S. Boer. Service 35 Mileage 1.72 Copy 1.00  
Total 2.77  
M. Hopkins, Sheriff.

Afterward, on the 1<sup>st</sup> day of April, A.D. 1887, the following Entry was  
made on the Journal by the Clerk of said Court, to-wit:  
Seri Kilbury et al.

Entry

No. 5265

vs  
E. J. Boer and Jacob S. Boer. Now comes the plaintiff by Cameron and  
Woodburn its Attorneys and the said defendants being in default for  
demur or answer this cause was by the plaintiff submitted to the Court  
upon the petition and evidence. On consideration the Court being fully  
advised in the premises, do find that there is due to said plaintiff  
from the defendants on the account of the material furnished and labor  
performed as set forth in the petition including int. to Feb. 21-1887 the  
sum of \$123.<sup>83</sup> and that the same is a lien on the premises described in the  
petition by reason of the Mechanics Lien therein described, and that said plain-  
tiff is entitled to have the said lien enforced. It is therefore considered that  
the plaintiff Kilbury Brothers recover from the defendants E. J. Boer and  
Jacob S. Boer the sum of \$123.<sup>83</sup> together with its costs herein expended  
and that unless the said judgment is paid within five days from  
the entry hereof then an order may issue to the Sheriff of Union County,  
Ohio, commanding him to sell said premises as upon execution and of  
his proceedings in the premises to make due return to this court.

Afterward, on the 8<sup>th</sup> day of July A.D. 1887, the following answer  
and Cross Petition was filed with the Clerk of said Court, to-wit:

Answer etc.

No. 5265

S. A. Kilbury et al. Plaintiffs  
vs  
E. J. Boer et al. Defendants. In Union Common Pleas. Ohio.  
Case No. 5265-  
Answer and Cross Petition.  
Now comes Marion Hopkins, one of the Defendants to the above  
entitled action, and for answer to Plaintiff's Petition says he admits the  
allegations of the said petition, and for answer to Plaintiff's Cross Petition says:  
That the said defendants E. J. Boer and J. S. Boer, did on the 28<sup>th</sup> day of  
July A.D. 1885, convey the premises in the Petition described to said Marion  
Hopkins, by mortgage, to secure the payment of Four hundred and nine-  
ty five and <sup>34</sup>/<sub>100</sub> Dollars, with interest thereon at the rate of six per cent  
per annum, from the 8<sup>th</sup> day of July A.D. 1885, until paid, which deed of  
mortgage was, on the 11<sup>th</sup> day of August 1885, duly filed and left for record  
with the Recorder of said County of Union, and became and still is a  
valid and subsisting first lien on said premises, and said E. J. Boer

and J. S. Boe have paid on said indebtedness the first of the two notes secured by said mortgage, to wit: the sum of Two hundred and forty seven and 7/100 Dollars, with the interest thereon, and the balance of said indebtedness, the second of said notes, to wit: the sum of Two hundred and forty seven and 7/100 dollars with interest thereon at 6% from July 8<sup>th</sup> 1885, is due, unpaid, and owing from the said E. J. Boe and J. S. Boe to him, the said Marion Hopkins. Wherefore said Marion Hopkins prays that his said mortgage may be foreclosed, said premises sold, and the proceeds thereof applied first to the satisfaction of his said claim.

Brodrick & Mc. Campbell, Attys for Deft. Hopkins.

The State of Ohio

Union County, ss. Marion Hopkins being sworn, says the facts stated in his foregoing answer & cross petition are, as he believes, true. M. Hopkins.

Subscribed and sworn to before me this day of July A.D. 1887.

[Seal] John L. Burdick, Clerk of Court Pleas.

Afterward, on the 11 day of July A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. as This cause is settled by agreement of parties and defendant is to pay all costs, including a counsel fee of \$100 to B. & M. as attys for M. Hopkins. Trustee &c.

Attest. John L. Burdick, 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 16 day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 28<sup>th</sup> day of Aug. A.D. 1886, the following Petition was filed with the Clerk of said Court, to wit:

Petition. Samuel A. Cherry, plff. vs A.B. Robinson Co &c Charles Cullis Union County, Ohio. Petition.

Consumptive Home & work of Faith established by Dr. Charles Cullis Treasurer of the American Missionary Association. Defts. The said plaintiff says he is & for many years has been a resident of Ohio. That many years ago Sept. 7, 1883 he & Jane A. Cherry were lawfully intermarried & continued to be husband & wife until in the winter of 1885 on the 24 day of January 1885, the said Jane A. Cherry died a resident of said County of Union. That no child of said Jane A. Cherry or any direct descendant of her survived her & she had no property personal or real except such as the plaintiff gave her or she saved in the use of her husband, her only lawful heir. That she at the time of her death held real estate in her own name obtained in the manner aforesaid but by deed which on their face purport to have been for valuable consideration

Prior the paper last will by admitt said pa balance tives How lity of Bo tes of said pretended ing is no that he s before wa unfitted cute or pr held in fore her de ments of plffs poss said pap ed in sa ties & wa nought ind prove ed the v proper s The State Union b firm the [Seal] In the of the vil sound a years of g ment, Wills an that all any dec and beg tion of ment of said des tion, m that su and pet my Wil

Prior to her death viz on the 5<sup>th</sup> of July 1885 the said Jane A. Cherry signed the paper writing (a copy of which is here to attached) purporting to be her last will & testament which paper writing was on the day of June 1885 duly admitted to probate in the probate Court of said County of Union. The said paper writing purports to give to said Missionary Society \$200 & the balance of her estate to said Charles Bullis in trust for the Consumptive Home and work of Faith established by said Dr. Charles Bullis of the City of Boston Massachusetts or in case of his death to be paid to the Trustees of said Institution. The said A. B. Robinson is the executor of said pretended will so named therein. The plaintiff says said paper writing is not in fact the last will of said Jane A. Cherry died for the reason that he says she was not where she signed the same & for many years before was not of sound mind & memory & was subject to delusions which unfitted her & disqualified her so that she was unable to make execute or publish a valid will so as to affect her property or the property held in her name as aforesaid & the same is void. The plaintiff before her death with her consent & at her request made valuable improvements on said premises situate in Marysville in said County & now in plffs possession for which he is entitled to receive compensation in case said paper is her valid will. The plaintiff asks that all persons interested in said estate & all of the persons named as defendants be made parties & that on full hearing said pretended will be set aside & held for naught and in case that cannot be done that an account be taken of the improvements made by said plaintiff on said premises & he be allowed the value thereof out of the proceeds of the said property & for other proper relief. Robinson & Ciper, Attys. for Plff.

The State of Ohio,  
 Union County, s. Samuel A. Cherry plff. being duly affirmed doth affirm that he believes the allegations of the foregoing petition are true.  
 S. A. Cherry.

Seal Affirmed before me this 28<sup>th</sup> of Aug. A. D. 1886. J. Z. Burgerer, Clerk.  
 Certified Copy of Will.  
 Last Will and Testament.

In the name of the Benevolent Father of all Amer. I, Jane A. Cherry of the village of Marysville, County of Union, and State of Ohio, being of sound and disposing mind and memory and being about seventy years of age, do make, publish and declare this my last Will and Testament, hereby revoking and making null and void all other last Wills and Testaments by me made heretofore. First, My Will is that all my just debts shall be paid out of my estate as soon after my decease as shall be found convenient. Second, I give devise and bequeath to the Treasurer of the American Missionary Association of New York City the sum of Five hundred Dollars, in payment of a note for said amount, with out interest, given by me to said Association, to be applied to the charitable uses of said Association, under the direction of their executive Committee. I direct that my executor shall pay said sum when my property, real and personal shall be converted into money. Third, It is my Will, that, after my just debts are paid to said Missionary Assoc-

iation, all my property, both real and personal shall go to the Consumptive Home and work of Faith, established by Dr Charles Bullis of the City of Boston, Massachusetts for the general use and purposes of said Institution, said sum or surplus to be paid to Dr. Charles Bullis for the above use if he be living and if he be not living, then to be paid to the Trustees of said Institution. Item Fourth: My Will is that the six shares of stock of which I hold in the Home Building and Loan Association Co. of Marysville Ohio, shall be paid until the Home Building and Loan Association Co. shall cease to collect dues. Item Fifth: I do hereby nominate and appoint Samuel A. Cherry & Aaron B. Robinson, executors of this my last Will and Testament!

Jane A. Cherry (Seal)  
 In Testimony whereof, I have set my hand and seal to this my last Will and Testament at Marysville, Ohio, this fifth day of January, in the year of our Lord one thousand eight hundred and eighty five.

The foregoing instrument was signed by the said Jane A. Cherry in our presence and by her published and declared as and for her last Will and Testament and at her request and in her presence and in the presence of each other, we hereunto subscribed our names as attesting witnesses, at Marysville, Ohio, this fifth day of January A.D. 1885.  
 M. E. Bliss resides at Marysville, Ohio.  
 Anna Bliss resides " " " "

The State of Ohio  
 Union County. I, John B. Coats Sole Judge, and Ex-Officio Clerk of the Probate Court within and for the County of Union, do hereby certify that the foregoing is a true copy of the last Will and Testament of Jane A. Cherry deceased, late of said Union County, Ohio, together with the entry of Probate thereof, as the same remains on file and probate and record in said Court, and in my custody. In Witness Whereof, I have hereunto set my hand and affixed in the seal of said Probate Court at Marysville Ohio, this 5<sup>th</sup> day of June A.D. 1886.  
 John B. Coats Judge and Ex-Officio Clerk

Afterward, on the 5<sup>th</sup> day of Jan. A.D. 1887, the following legal Notice was filed with the Clerk of said Court, to wit:  
 Samuel A. Cherry  
 vs  
 A. B. Robinson, Ex'r the will of Jane A. Cherry, deceased  
 and others.

In pursuance of an order of said court, notice is hereby given to the American Missionary Association of New York and to Dr. Charles Bullis of Boston, Massachusetts, and to The Consumptive Home and Work of Faith, established by Dr. Charles Bullis, of the city of Boston Massachusetts; that the said plaintiff has filed his petition in said court, to set aside the last Will of said Jane A. Cherry now deceased, claiming that she was not competent mentally to make a valid will when the said pretended will was made by her. Said parties are required to plead to said petition on or before the first of January next.

Robinson & Piper, Plaintiffs Attys.  
 Nov. 10, 1886-600. p. 100

\* No. 2

The State of Ohio  
 Union County  
 Proof of Publication copy of the  
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 J. A. Cherry  
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 A. B. Robinson  
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The State of Ohio,  
 Union County, ss. The undersigned, being duly sworn, says that a  
 copy of the annexed notice was published for six consecutive weeks in the  
 "Marienville Tribune", a newspaper of general circulation in the County  
 of Union, the first publication beginning with November 10, 1886.

Proof of  
 publication  
 No. 5157

W. O. Shearer.  
 Sworn to and subscribed before me, this 5<sup>th</sup> day of Jan. 1887.  
 J. L. Burgner, Clerk.

Afterward, on the 23<sup>rd</sup> day of May, A. D. 1887, the following answer  
 was filed with the Clerk of said Court, to-wit:  
 S. A. Cherry, Plaintiff.

answer

vs  
 The State of Ohio, Union County  
 Court of Common Pleas.  
 A. B. Robinson admr et al., Defendants. Answer.

No. 5157

And now come the defendants Charles Bullis Consumptive  
 Home & Work of Faith and the American Missionary Association and  
 for answer herein, say that they and each of them deny that the said  
 Sam A. Cherry was of unsound mind at the time of the execution of  
 said Will. They and each of them say that since the commence-  
 ment of this suit they have settled the legacies going to each of said de-  
 fendants by the terms of the said will, with the plaintiff S. A. Cherry  
 upon the following conditions: the plaintiff to pay to each of the said de-  
 fendants the sum of fifty dollars. Wherefore defendants pray judgment  
 J. B. Tilton, Atty for said Defendants.

The State of Ohio,  
 Union County, ss. J. B. Tilton being first duly sworn says that he is  
 the attorney for the above answering defendants duly authorized in  
 the premises, and that he believes the facts stated and allegations  
 of the foregoing answer are true. J. B. Tilton.

Sworn to before me and subscribed in my presence this 23<sup>rd</sup> day  
 of May 1887. J. L. Burgner, Clerk.

\* No. 1

Entry

No. 5157

On the 6<sup>th</sup> day of Nov. A. D. 1886, the following Entry was made on  
 the Journal by the Clerk of said Court, to-wit:  
 Samuel A. Cherry.

vs  
 A. B. Robinson & others. On motion to the Court, it is ordered by  
 the Court that notice be given to the next <sup>next</sup> day  
 defendants by a six weeks publication in the Marienville Tribune a notice  
 of the filing of this petition requiring said defendants to plead to said  
 petition by the first day of Jan. 1887.

Entry

No. 5157

Afterward, on the 23<sup>rd</sup> day of May A. D. 1887, the following Entry  
 was made on the Journal by the Clerk of said Court, to-wit:  
 Samuel A. Cherry, Plaintiff

vs  
 A. B. Robinson et al. Defendants. This day came the parties by their attor-  
 neys and this cause came on to be tried;  
 and thereupon came a Jury, to-wit: James L. Jolliff, S. H. Skidmore, D. W.  
 Dean, Robert McCreary, John C. Kilburry, Albert E. Morse, J. D. Robinson,  
 C. L. Carey, John D. Powell, John P. Morse, Stephen Evans and John

Hobensack, who, being duly impaneled and sworn to well and truly try the issue, between the parties in this cause, and a true verdict render according to the evidence, unless with leave 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;

Samuel A. Cherry vs. U. B. Robinson et als. No. 5157  
The Jury in the above case being first duly impaneled & sworn do find & say the paper writing mentioned in said petition purporting to be the last will of Jane A. Cherry is not her last will & testament.  
May 23<sup>rd</sup> 1887 John Hobensack, Foreman of the Jury.

Afterward, on the 9<sup>th</sup> day of June, A.D. 1887, the following Entry was made on the Journal, by the Clerk of said Court, to wit:

Entry. S. A. Cherry vs. U. B. Robinson et als. No. 5157  
This day came on this cause to be heard on motion to confirm the verdict & enter decree. Whereupon the Court being fully advised in the premises do confirm the verdict of the Jury and do consider, order & decree that said verdict be approved & confirmed. Said verdict & order and decree that said paper writing mentioned in said plaintiffs petition & purporting to be the last will and testament of said Jane A. Cherry is not her last valid will but void & the same is by the Court ordered to be void & is hereby set aside & held for naught. And it is ordered by the Court that the plaintiff pay the costs herein expended taxes to & in ten days & in default thereof that execution issue therefor.

Attest J. L. Burquer, Clerk.  
By Nellie Roney, Deputy 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 Southern Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 28<sup>th</sup> day of Oct. A.D. 1885, the following Petition was filed with the Clerk of said Court, to wit:

Martha W. Watkins, Pff. vs. Robert Fields, Dft. Common Pleas Union County. Petition.  
On the 23<sup>rd</sup> day of November A.D. 1837, plaintiff intermarried with one Joseph S. Watkins. On the day of 1871 said Joseph S. Watkins died, having been seized during said coverture of an estate of inheritance in the following property, situated in the Township of Jackson, County of Union and State of Ohio, and in N.W. Survey No. 9919 and Beginning at a stake and 3 poles in the South line of said Survey Southeast corner to Andrew Smeltzer thence with

Waiver of summons and appearance No. 4951  
was made Martha W. Watkins  
Entry. Robert J. [unclear] defendant No. 4951

said line N. 92 W. 20 poles to the remains poles to Smeltzer or less; & Bailey & said Survey with said thence N. 4 D. 80 7/8 W. 7 thence S. 9  
Seco in the Court east corner bears N. 63 Creek; the the North stone, (S. Field's lot very; - the turning beyond from leaving two tracts claimed  
Said purchase prays the her relief a State of O. Union Co. Attorney the said of Ohio, and burg are

said line N. 80 <sup>3</sup>/<sub>4</sub> E. 74 poles to a stone (Buck bears S. 64 E. 4 links); - thence N. 9 <sup>1</sup>/<sub>2</sub> W. 200 poles to a stone (Linn bears N. 10 E. 13 links, thence same course 2 poles to the center of Rush Creek; thence up the centre of said creek with its meanders to the Northeast corner of Andrew Smeltzer's lot; - thence S. 9 <sup>1</sup>/<sub>2</sub> E. 3 poles to a stone and 2 elm from one root; - thence with the east line of said Smeltzer's lot S. 9 <sup>1</sup>/<sub>2</sub> E. 225 <sup>1</sup>/<sub>2</sub> poles to the beginning containing 100 <sup>1</sup>/<sub>2</sub> acres more or less; Excepting from above 20 acres conveyed by said Fields to Albert Bailey & described as follows: Beginning at a stone in the south line of said survey and at the southwest corner of above described tract; thence with said line N. 80 <sup>3</sup>/<sub>4</sub> E. 75 <sup>1</sup>/<sub>2</sub> poles to a stone corner to John Temples land; thence N. 9 <sup>1</sup>/<sub>2</sub> W. 42 <sup>7</sup>/<sub>100</sub> poles to a stone & brick in Temples West line; thence S. 80 <sup>3</sup>/<sub>4</sub> W. 75 <sup>23</sup>/<sub>100</sub> poles to a stone & brick in the center of a county road; thence S. 9 <sup>1</sup>/<sub>4</sub> E. 42 <sup>46</sup>/<sub>100</sub> poles to the beginning containing 20 acres of land.

Second Tract. In said Survey No. 7919 Beginning at a stone in the South line of said Survey and 95 <sup>80</sup>/<sub>100</sub> poles from the South east corner of said Survey; - thence N. 9 <sup>1</sup>/<sub>2</sub> W. 184 <sup>45</sup>/<sub>100</sub> poles to a stone (Linn bears N. 63 E. 19 links; thence same course 1 <sup>64</sup>/<sub>100</sub> to the center of Rush Creek; thence up the centre of said creek with the meanders thereof to the North East corner of Robert Field's land; thence S. 9 <sup>1</sup>/<sub>2</sub> E. 2 poles to a stone (Linn bears N. 10 E. 13 links), thence with the east line of said Field's lands S. 9 <sup>1</sup>/<sub>2</sub> E. 200 poles to a stone in the South line of said Survey; - thence with said line N. 80 <sup>3</sup>/<sub>4</sub> E. 58 <sup>44</sup>/<sub>100</sub> poles to the beginning, containing seventy acres more or less excepting twenty acres heretofore conveyed to Lyla S. Moss off the South end of the above described premises leaving 5 acres more or less of said second tract - and being in the two tracts one hundred and thirty <sup>1</sup>/<sub>2</sub> acres in which dower is claimed. Books - 57 p. 309; 34-112; - 49-517

Said property is now claimed by the defendant Robert Field by purchase. Plaintiff is entitled to Dower in said property and prays that the same may be assigned her therein and for such other relief as is proper. P. B. Cole & Son, Plffs Attys.

State of Ohio, Union County, ss. J. B. Cole being sworn says that he is one of the Attorneys of the plaintiff duly authorized in the premises, that the said plaintiff is a non-resident and now absent from said state of Ohio, and that the facts stated and allegations in the foregoing pleading are as he believes true. J. B. Cole.

Sworn to and subscribed before me this 28<sup>th</sup> day of October A. D. 1885. J. P. Burquer, Clerk.

Waiver of Summons and waives the issuing & service of Summons, and enters his appearance hereto - Nov. 10 - 1885. Robert Field

No. 4951  
 Afterward, on the 7 day of January A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:  
 Martha W. Watkins vs Robert Field  
 Entry. Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer, this cause came

on for hearing on the petition of the plaintiff and evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition, claiming to own the same in fee simple and has so been in possession since the day of —. The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased. That during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Sarah E. Coe under whom defendant claims without the plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered, adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition. The value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of George B. Hamilton, James Cutler and Lorenzo and Lorenzo Cheney three judicious disinterested men of the vicinity in said county who are not of kin to either of the parties and who are hereby appointed a commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners Appraisement of the net yearly value of said real estate estimated from the 28<sup>th</sup> day of Oct. A.D. 1885 to the day of such assignment of dower excluding all valuable and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

Writ of Dower No. 4951 Afterward, on the 16<sup>th</sup> day of March A.D. 1887, the following Writ of Dower was issued by the Clerk of said Court, to wit:

No. 4951 The State of Ohio,

Union County, ss. To the Sheriff of said County - Greeting:

We command you, that without delay, by the oaths of James Cutler George B. Hamilton and Lorenzo Cheney you cause to be set off and assigned to Martha W. Watkins widow of Joseph S. Watkins late of said County, deceased, one full equal third part of the following real estate, situate in the Township of Jackson County of Union and in V.M. Survey No. 9919 and State of Ohio, and described as follows, to wit: Beginning at a stake and three poles in the south line of said Survey south east corner to the Andrew Smeltzer: thence with said line N. 80<sup>3</sup>/<sub>4</sub> E. 74 poles to a stone (Bench bearing S 64 E. 4 links); thence N. 9<sup>1</sup>/<sub>2</sub> W. 200 poles to a stone (Bench bears N. 10 E. 13 links); thence same course 2 poles to the centre of Rush Creek; thence up the

Sheriff's Return No. 4951

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centre of said creek with its meanderings to the north-east corner of Andrew Smeltzer's lot; thence S. 92° E. 3 poles to a stone and two slins from the root; thence with the east line of said Smeltzer's lot S. 72° E. 22 1/2 poles to the beginning, containing 100 1/2 acres more or less; excepting from above 20 acres conveyed by said Fields to Abbot Bailey and described as follows: Beginning at a stone in the south line of said Survey and at the south west corner of above described tract; thence with said line N. 80 3/4° E. 75 1/2 poles to a stone corner to John Temple's land; thence N. 92° W. 42 1/100 poles to a stone and brick in Temple's west line; thence S. 80 3/4° W. 75 1/100 poles to a stone and brick, in the centre of a County road; thence S. 92° E. 42 1/100 poles to the beginning, containing 20 acres of land. Second tract: In said Survey No. 9989 Beginning at a stone in the south line of said Survey and 95 1/100 poles from the south east corner of said Survey; thence N. 92° W. 184 95/100 poles to a stone (line bears N. 63° E. 14 links); thence same course 1 1/100 to the centre of Rush Creek; thence up the centre of said creek with the meanderings thereof to the north east corner of Robert Field's land; thence S. 92° E. 2 poles to a stone (line bears N. 10° E. 13 links); thence with the east line of said Field's lands S. 92° E. 200 poles to a stone in the south line of said Survey; thence with said line N. 80 3/4° E. 58 4/100 poles to the beginning, containing seventy acres, more or less excepting twenty acres heretofore conveyed to Hylas S. Moore of the south end of the above described premises leaving 50 acres more or less of said second tract and being in the two tracts one hundred and thirty 1/2 acres in which dower is claimed. The value to be estimated according to the value of the ground at the time of the assignment including increase of value from improvements made thereon since the said Joseph Watkins ceased to be owner thereof, but including increased value from other extrinsic and general causes. In pursuance of an order made in our Court of Common Pleas, within and for the said County of Union, in a certain civil action, for Dower, wherein the said Martha W. Watkins is Plaintiff, and Robert Fields is Defendant; and that in like manner, by the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate, after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith; and have you there and there this writ. Witness my name, and the Seal of said Court, at Marysville, Ohio, this 16th day of March A.D. 1887.

J. L. Burdger, Clerk

Said Writ returned + filed June 12-1887, endorsed as follows to wit:  
 As commanded by this Writ, I have, by the oaths of James Butler, S. Cherry and E. B. Hamilton, three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within named Martha W. Watkins as her Dower Estate, so much of the within described lands and tenements as is shown by the plat and description in the report of the Commissioners.

Martha W. Watkins }  
 vs }  
 Robert Fields }  
 Court of Common Pleas for  
 Union County Ohio.  
 Commissioners Report.

Sherriff  
 Return  
 No. 4951

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Comis Report

We the undersigned free holders of Union County, Ohio, on call of the sheriff and after being duly qualified do set off and assign to Martha W. Watkins for her dower estate so much of the within described premises as is included within the following bounds. Beginning at a stake in the center of the Field Road (and 1 pole N. 8° W. from the North west corner of Richard Longberry's land) Thence with the center of said road N. 8° W. 76 <sup>88</sup>/<sub>100</sub> poles to a stake Thence N. 81° E. 62 <sup>43</sup>/<sub>100</sub> poles to a stake. Thence S. 8° E. 76 <sup>88</sup>/<sub>100</sub> poles to a stake Thence S. 81° W. 62 <sup>43</sup>/<sub>100</sub> poles to the beginning. Containing 30 Acres.

James Cutler, L. Cherry, G. B. Hamilton.

and by the oaths of the same men the yearly value of the real estate within described is justly and truly appraised at One and <sup>50</sup>/<sub>100</sub> Dollars per acre after deducting necessary expenses. Given under my hand, this 1<sup>st</sup> day of June A. D. 1887. Sheriff's Exp. Service 30 Mileage 4.60 Executing Writ & Swearing Com. 1.20 Total 6.10 A. S. Money Surveyor 3.00 Commissioner's Fees 1.68<sup>2</sup> M. Hopkins, Sheriff By A. H. Goodwin, Deputy.

Afterward, on the 1 day of June, A. D. 1887, the following entry was made on the Journal by the Clerk of said Court, to wit:

Entry

No. 4957

Martha W. Watkins, Plff vs Robert Fields, Delt. This cause came on for hearing upon the return of the Sheriff and commencing herein of their proceedings in the assignment of Dower under the former order of this Court and on the motion to confirm the same, and the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and hereby approve and confirm the same. It is therefore ordered and decreed that said Martha W. Watkins have and possess the lands so assigned, to wit: Beginning at a stake in the center of the Fields road (and poles N. 8° W. from the N. W. corner of

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Relation

No. 4954

Richard & till inter said Joe are of ark Situat V. M. Surv survey ar the execut E. 75 <sup>1</sup>/<sub>2</sub> poles to a poles to a E. 42 <sup>76</sup>/<sub>100</sub> poles to a X B. 52 - 63 Longberry erty, and for such State of Union Co vings of the plaintiff Union, a pleading

Richard Longberry land) thence with the centre of said Road N. 8 W. 76, <sup>55</sup>/<sub>100</sub> poles to a stake, thence N. 81 E. 76, <sup>55</sup>/<sub>100</sub> poles to a stake, thence N. 3 E. 76, <sup>55</sup>/<sub>100</sub> poles to a stake, thence S. 81 W. 62, <sup>72</sup>/<sub>100</sub> the the beginning containing thirty acres and being a part of Va. Military Survey No. 9919. It is further ordered that the said Dft. pay to the said Pff. The sum of Ninety seven <sup>75</sup>/<sub>100</sub> Dollars being one third of the sum returned by said Commissioners as the net value of said premises from the time of filing her petition to the assignment of Dower. It is further ordered that the Pff. pay one third of the costs of this action and the Defendant pay two thirds of the costs and that said costs be paid within ten days and in default thereof execution issue therefor.

attest. J. L. Burquer, Clerk.  
By Nellie Rouy, Deputy Clerk.

Pass before His Honor, John A. Price, Judge of a Court of 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 16 day of May in the year of Our Lord, one thousand eight hundred and eighty seven. Herebefore, to wit, on the 28 day of Oct. A.D. 1885, the following Petition was filed with the Clerk of said Court, to wit:

Petition  
No. 4954

Martha W. Watkins Pff. vs. Richard Longberry, Dft.  
Common Pleas, Union County, Ohio  
On the 23<sup>d</sup> day of November A.D. 1837, plaintiff intermarried with one Joseph S. Watkins. On the day of 1874 the said Joseph S. Watkins died, having been seized during said coverture of an estate of inheritance in the following property:

Situated in Jackson Township Union County and State of Ohio, and in V.M. Survey No. 9919, and Beginning at a stone in the south line of said survey and at the s.w. corner of the land conveyed to Robert Fields by the executors of Levin L. Cox. B. 34 p. 112 thence with said line N. 80 <sup>1</sup>/<sub>2</sub> E. 75 <sup>1</sup>/<sub>2</sub> poles to a stone corner to John Temple land; thence N. 92 W. 76, <sup>26</sup>/<sub>100</sub> poles to a stone and brick in Temple's west line; thence S. 80 <sup>1</sup>/<sub>2</sub> W. 75 <sup>1</sup>/<sub>100</sub> poles to a stone and brick in the centre of a county road; thence S. 92 E. 42 <sup>76</sup>/<sub>100</sub> poles to the place of beginning, containing 19 <sup>1</sup>/<sub>2</sub> acres of land.

Said property is now claimed by the defendant Richard Longberry by purchase. Plaintiff is entitled to Dower in said property, and prays that the same may be assigned her therein, and for such other relief as is proper. P. B. Cole & Son, Attys for Pff.

State of Ohio, Union County, ss J. B. Cole being sworn says that he is one of the attorneys of the Plaintiff duly authorized in the premises; that the said Plaintiff is now resident of and now absent from said County of Union, and that the facts stated and allegations in the foregoing pleading are as he believes true. J. B. Cole.

Sworn to and subscribed before me this 28 day of October A.D. 1885.  
J. L. Burquer, Clerk.

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Waiver of Summons action; and hereby waives the issuing & service of summonses and enters his appearance hereto! Nov. 1885  
 Richard X Longberry  
 mark  
 Attest to mark, S. J. Baldwin

Afterward, on the 7<sup>th</sup> day of January, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry No. 4954  
 Martha Watkins vs Richard Longberry  
 Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and the evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has been so in possession since the day... The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased, that during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Sever H. Coe under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes, and that a writ issue to the Sheriff of Union County commanding him that by the oaths of George B. Hamilton, James Cutler and Lorenzo Cheney three judicious disinterested men of the vicinity in said County who are not of kin to either of the parties and who are here by appointed a commission for that purpose to set and assign such dower according to law and that of said proceedings together with said commissioners appraisement of the net yearly value of the real estate estimated from the 28<sup>th</sup> day of October A.D. 1885 to the day of such assignment of dower excluding all valuable and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

Afterward, on the 16<sup>th</sup> day of Mar. A.D. 1887 the following Writ of Dower was issued by the Clerk of said Court to wit:  
 The State of Ohio,  
 Union County, ss. To the Sheriff of said County - Greeting;

We do Lorenzo Cheney to Martha Watkins deceased, on the Court very No. 9917 south line surveyed to the said line N. 92° W. 42' 25" W. 75' 25" S. 9 1/2 E. 72' 13.52 p. 63 at the time merits and owner the and gene of Commu Plaintiff er, by the ment of sary exp ly certifi you then of said C

Sheriff's Return As co estate w No. 4954 \$1.35 pr expenses 30 Mileage Mrs Lee

Entry No. 4954 Martha vs Richard missioner tion whe return a the court be made rents iss

We Command You, That without delay, by the oaths of James Cutler, Lorenzo Cherry and George B. Hamilton you cause to be set off and assigned to Martha W. Watkins widow of Joseph S. Watkins late of said County, deceased, one full equal third part of the following real estate, situate in the County of Union, Township of Jackson and State of Ohio, in V.M. Survey No. 9917 and described as follows, to-wit: Beginning at a stone in the south line of said Cherry and at the southwest corner of the land conveyed to Robert Fields by the executors of Levin H. Coe B. 37 p. 112 thence with said line N. 80 $\frac{3}{4}$  E. 75 $\frac{1}{2}$  poles to a stone, corner to John Simpkins land; thence N. 9 $\frac{1}{2}$  W. 42 $\frac{4}{100}$  poles to a stone and brick in Simpkins west line; thence S. 89 $\frac{3}{4}$  W. 75 $\frac{25}{100}$  poles to a stone and brick in the centre of a County road; thence S. 9 $\frac{1}{2}$  E. 72 $\frac{4}{100}$  poles to the place of beginning containing 19 $\frac{1}{2}$  acres of land B. 52 p. 68. The value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from the other extrinsic and general causes in pursuance of an order made in our said Court of Common Pleas, within and for the said County of Union, in a certain civil action, for Dower, wherein the said Martha W. Watkins is Plaintiff, and Richard Longberry is Defendant; and that in like manner, by the oaths of the same men you make a just and true appraisement of the yearly value of said real estate, after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith, and have you there and there this writ. Witness my hand, and the Seal of said Court, at Marysville O. this 16<sup>th</sup> day of Mar. A. D. 1887.

J. L. Burgner, Clerk

Sheriff's Return.

Sheriff's Return. As commanded by this Writ, I have, by the oaths of James Cutler L. Cherry and Geo. B. Hamilton estimated the yearly value of the real estate within described & the same is justly and truly appraised at \$1.35 per acre on the within described tract, after deducting necessary expenses. Given under my hand this 1<sup>st</sup> day of June A. D. 1887. Service 30 Mileage 4.60 Executing Writ & Swearing Court 7.20 Total 6.10 Commis' ners Fee 1.68 7 A. S. Moxey, Surveyor, 1.00 M. Hoskins, Sheriff. By A. H. Goodwin, Deputy.

Afterward on the 1<sup>st</sup> day of June A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. Martha W. Watkins Plff. vs Richard Longberry. Return of the Sheriff with the report of the commissioners heretofore appointed by the Court in this case, on consideration whereof and on motion of said plff the Court does approve said return and confirm said report, and from said report and return, the court do find that said estate is entire and no division thereof can be made by miles and founts, and said Dower is assigned as of rents issuing and profits of said lands and from said report the

Court find the reasonable Dower of said P'tff therein for fines charges of taxes and repairs and all charges is eight  $7\frac{5}{100}$  dollars per year and it is adjudged and decreed by the Court, Richard Longberry pay to said P'tff said sum of eight  $7\frac{5}{100}$  dollars, as her Dower estate therein each and every year during her natural life the year beginning April 13-1887 and the first payment to be coming due April 13, 1888. And the Court finds from date of filing petition herein until date of assigning Dower, the value of said P'tffs Dower to be \$13.16. It is therefore considered by the Court that said P'tff do recover of said Longberry the sum of \$13.16 found due as aforesaid and also two thirds of her costs of this action taxed by the Clerk at \$

It is further adjudged and decreed by the Court, that if said defendant at anytime for five days to pay to said plaintiff on the 13<sup>th</sup> of April of each and every year during her natural life said sum of eight  $7\frac{5}{100}$  dollars on her praecipe filed with the Clerk of this Court an order shall issue to the sheriff of said Union County commanding him to appraise advertise and sell said land which is charged with said Dower. And he shall appraise advertise and sell said land as under execution at law and shall bring into Court to await further order of Court on distribution and this cause is continued but to be left off the Docket and be restored on motion and the Clerk will now make final record of this case.

Attest. J. L. Buzgauer, Clerk.  
By Nellie Boney, Deputy Clerk.

Cases before the Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville within and for the county of Union of the Third Subdivision of the Fourth Judicial District of the State of Ohio, on the 16<sup>th</sup> day of October in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 4<sup>th</sup> day of Nov. A.D. 1885, the following Petition was filed with the Clerk of said Court, to wit:

Martha W. Watkins P'tff } Common Pleas, Union County.  
vs } Petition.  
C. S. Fields, D'tt. }  
On the 23<sup>rd</sup> day of November A. D. 1837 the plaintiff intermarried with one Joseph S. Watkins; on the day of 1871 said Joseph S. Watkins died having been seized during said coverture of an estate of inheritance in the following property. In Jackson Township Union County and State of Ohio, and in W. M. Survey No 9919 and being The west half of the lot of land deeded by Wray Thomas to George Temple and Jacob Temple May 10, 1864, and by Joseph S. Watkins to Wray Thomas as Dec 24, 1842. Beginning at the N. W. corner of the said survey thence N. 80 E. with the north line of said survey to a stake in the said north line one half the distance from said original corner to the A. Temple land known and described by a stake in said north original survey line; thence in a southerly direction and parallel with the west original survey line to the middle of Rush Creek; thence up the creek with the one enders to the west line of said survey 9919; thence to the said line of James Bernicks survey No 9918; and in the west line of said Millers Survey

Waiver of  
Appearance  
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thence with said West line of Millers Survey in a westerly direction and passing the corner of Bennick + Scarborough Survey to the beginning, containing twenty five acres more or less. B 56 p 439

Said property is now claimed by the defendants C. L. Fields by purchase. Plaintiff is entitled to Dower in said property and prays that the same may be assigned her therein, and for such other relief as is proper. P. B. Cole + Son Plff's Attys. State of Ohio.

Union County, ss. J. B. Cole being sworn says that he is one of the attorneys of the plaintiff duly authorized herein, and that Plaintiff is not a resident of said county of Union, and is now absent therefrom and that the facts stated and allegations in the foregoing pleading are as he believes true. J. B. Cole.

Sworn to + subscribed before me this 4th day of November 1885. J. L. Burgner, Clerk.

Waiver of Summons The defendant C. L. Fields acknowledges notice of the within action, and waives the issuing + service of summons and hereby enters his appearance herein Nov. 10, 1885. C. L. Fields

No. 4963

Afterward, on the 11 day of Feb. A. D. 1886 the following motion was filed with the Clerk of said Court, to wit:

Motion

Martha W. Watkins, Plff. vs. C. L. Fields, Deft. Court of Common Pleas, Union County, Ohio. Motion.

No. 4963

Defendant moves the Court to require plaintiff to give security for costs + for grounds says plaintiff is a non resident of the State of Ohio. A. J. Carpenter, Atty for Deft.

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

Martha W. Watkins vs. C. L. Fields. Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the day of find that the plaintiff was married to the said Joseph C. Watkins as in her petition set forth and that the said Joseph C. Watkins in good deceased that during said coverture the said Joseph C. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph C. Watkins to seven H. Coc under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff be

No. 4963

endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from the other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of James Cutler, George B. Hamilton and Lorenzo Chumy, three judicious disinterested men of the vicinity in said County who are not of kin to either of the parties and who are hereby appointed a commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 4<sup>th</sup> day of November A.D. 1883 to the day of such assignment of dower excluding all valuable and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

Afterward on the 16<sup>th</sup> day of Mar. A.D. 1887, the following Writ of Dower was issued by the Clerk of said Court, to wit:

The State of Ohio.

Writ of Dower  
No. 4963

Union County, ss.

To the Sheriff of said County, Greeting:  
We command you that without delay, by the oaths of James Cutler, Lorenzo Chumy and George B. Hamilton you cause to be set off and assigned to Martha W. Watkins widow of Joseph S. Watkins late of said County, deceased, one full equal third part of the following real estate, situate in the County of Union, Township of Jackson, and State of Ohio, in V. M. Survey No. 999 and described as follows, to wit: Beginning at the north west corner of the said Survey, thence N. 80 E. with the north line of said Survey to a stake in the said north line one half of the distance from said original corner to the A. Temple land known and described by a stake in said north original Survey line, thence in a southerly direction and parallel with the west original survey line to the middle of Rush Creek; thence up the creek with the meanderings, to the west line of said Survey 999; thence to the east line of James Bennock's Survey No. 9918 and in the west line of said Miller's Survey; thence with said west line of Miller's Survey in a westerly direction and passing the corner of Bennick & Scarborough Survey to the beginning containing twenty five acres more or less. B. 36 p. 434 The value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes. In pursuance of an order made in our said Court of Common Pleas within and for the said County of Union, in a certain civil action for Dower wherein the said Martha W. Moore Plaintiff, and C. S. Shields is Defendant; and that in like manner, by the oaths of the same men you will make a just and true appraisement of the yearly value of said real estate, after deduct-

ing the amount of the said dower you shall have you the said Court

Sheriff's Return  
No. 4963

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ing the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith, and have you there and there this writ. Witness my name, and the Seal of said Court, at Marysville, O. this 16<sup>th</sup> day of May A. D. 1887.

[Seal] J. L. Burger, Clerk.

Sheriff's Return.

No. 4963

as commanded by this Writ, I have, by the oaths of James Butler, L. Cheney and George B. Hamilton, three Judicious disinterested men of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within named, and by the oaths of the same men the yearly value of the real estate within described is justly and truly appraised at One Dollar pr. acre for the  $\frac{2}{3}$  of the within described tract after deducting necessary expenses. Given under my hand, this 1<sup>st</sup> day of June A. D. 1887. Service 30 Mileage 4.60 Executing Writ & Swearing Com. 1.20 Total \$6.10 Commissioner's Fees. 1.68  $\frac{3}{4}$  Sums per 1.00

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

Afterward, on the 1<sup>st</sup> day of June A. D. 1887, the following entry was made on the Journal by the Clerk of said Court, to wit:

Martha W. Watkins, Pltff.

Entry.

No. 4963

vs  
 B. L. Fields, Deft.

Now on the 16 day of May 1887, came the said Pltff. by P. B. Cole & Son her counsel and produced to the Court the return of the Sheriff with the report of the Commissioners heretofore appointed, by the Court in this case, on consideration whereof, and on motion of said Pltff. the Court do approve said return and confirm said report, and from said report and return the Court do find that said estate is entire and no division thereof can be made by metes and bounds; and the said Dower is assigned as of the rents and profits of said land. And from said report the Court find the reasonable Dower of said Plaintiff thereon free from charges of taxes and repairs and all charges is eight  $\frac{33}{100}$  dollars per year, and it is adjudged and decreed by the Court that said B. L. Fields who holds the fee simple in remainder of said land, pay to said Pltff. the sum of eight  $\frac{33}{100}$  dollars as her Dower estate therein each and every year during her natural life the year beginning April 13, 1887, and payment becoming due April 13, 1888; and the Court finds that from the filing of the petition to the date of assignment of said Dower the value of said Pltff. Dower in said lands is twelve  $\frac{15}{100}$  Dollars, being 17  $\frac{1}{2}$  months and estimated at the rate of \$8.33 per year. It is therefore considered by the Court that said Pltff. do recover of said B. L. Fields said sum of twelve  $\frac{15}{100}$  dollars so found due as aforesaid, and also two thirds of her costs, costs of this action taxed by the Clerk at \$ . . . It is further adjudged and decreed that if said Defendants fail for 5 days to pay to the Plaintiff the sum found due as aforesaid, and at any time for five days fail to pay the Pltff. on the 13 day of April of each year during her natural life said sum of eight  $\frac{33}{100}$  dollars, or her praeipe filed with the Clerk of this Court, and order shall issue to the Sheriff of said Union County commanding to appraise advertise and sell said land as under execution at law, and he shall bring the proceeds into Court, to await

further order of Court on distribution and this cause is continued but to  
left off the Docket, and be restored on motion and judgment and order  
to be a lien upon said land and the clerk is ordered to make up the re-  
cord of this case now.

Attest. J. L. Burgeon, Clerk.  
By Nellie Roney, Deputy.

Pleas before the Honor, John A. Price, Judge of a Court of Common  
Pleas, held at the Court House in the town of Marysville, within  
and for the County of Union of the Third Subdivision of the South Ju-  
dicial District of the State of Ohio, on the 16 day of May, in the year of our  
Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit:  
on the 5 day of April A.D. 1887, the following Petition was filed with the  
Clerk of said Court, to-wit:

Petition

Eliza Evans, Plaintiff,      The State of Ohio, Union County, ss.  
vs      To the Court of Common Pleas,  
Thomas Evans, Defendant.      Petition.

No. 5292

The plaintiff says that she has been a resident of the State of Ohio  
for more than the year last past and she is now a bona fide resident of the  
said County of Union. That on the 28<sup>th</sup> day of May 1885 at Hardin County  
Ohio she was married to the defendant. That she has always conducted  
herself toward the defendant as a faithful and obedient wife. The defendant  
notwithstanding his marital duties has been guilty of habitual drunken-  
ness for three years last past. The defendant had been guilty of gross neg-  
lect of duty. He has neglected to provide the plaintiff with suitable cloth-  
ing or the comforts of a home. He has on many occasions while plaintiff  
lived with him after said marriage, become and remained voluntarily  
intoxicated and while so neglected and refused to recognize or treat the plain-  
tiff as his wife. He has refused to permit her friends and relatives to visit  
her or write her letters and in diverse other ways has neglected his duties as  
husband. The defendant has also been and is guilty of extreme cruelty at  
and toward plaintiff. He has cursed the plaintiff and called her vile  
names without cause. He has threatened plaintiff's life and put her in fear  
and terror without any reason whatever, except to gratify his malignant dis-  
position. He has inflicted upon her such bodily injuries with purpose as to  
cause her severe illness resulting in miscarriage and great bodily pain  
and mental anguish and has cruelly compelled her to act the part of a  
animal while he refused her the place of a wife. The plaintiff says that  
by reason of such wrongs and grievances on the part of the defendant she has  
been compelled to separate from him and is now living with friends & rela-  
tives supporting herself by her labor. The plaintiff is without means of  
her own by the defendant is the owner of One thousand dollars worth of per-  
sonal property and about one hundred acres of valuable land which property  
and land is situate in Wolf Creek Township in Hardin County Ohio.  
The plaintiff prays that she may be divorced from the said  
Thomas Evans and that she may have reasonable alimony to be paid to her  
upon order of the Court and be made a charge upon said lands and that

Process

No. 5292

Summons

No. 5292

Sheriff's Return

No. 5292

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she may have reasonable alimony pending this suit and for all proper relief  
Cameron and Woodburn, Attorneys for Plaintiff.

The State of Ohio,  
Union County, ss. Eliza Evans being first duly sworn says she believes  
the facts stated and allegations made in her foregoing petition to be true.

Eliza <sup>her</sup> Evans.  
Sworn to before me and signed in my presence this 4 day April 1887  
John B. Coats, Probate Judge.

Præcipe.  
Clerk; Issue Summons and copy of the petition direct to sheriff of  
Hardin Co. O. C. + W.

No. 5292  
Afterward, on the 5<sup>th</sup> day of April A.D. 1887, the following Summons  
was issued by the Clerk of said Court, to wit:

Summons  
No. 5292  
The State of Ohio,  
Union County, ss. To the Sheriff of Hardin County;  
You are commanded to notify Thomas Evans that Eliza Evans  
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 de-  
livered to you to be served on him), charging him with habitual drunk-  
eness and gross neglect of duty and extreme cruelty and asking that  
she be divorced from him, and that she may be decreed reasonable alimony  
and for other proper relief. Said petition will stand for hearing during  
the term of said Court next ensuing and six weeks from and after the  
service of this writ. You will make due return of this summons on  
the 18<sup>th</sup> day of April A.D. 1887. Witness my signature as Clerk of our  
said Court of Common Pleas and the Seal of said Court at Marysville  
O., this 4<sup>th</sup> day of April, A.D. 1887.  
J. D. Burger, Clerk.

Endorsed: Summons in Action for Divorce and Alimony.  
Cameron and Woodburn, Attys.

Sherriff Return  
No. 5292  
Said Writ returned and filed April 11 A.D. 1887, endorsed as follows:  
The State of Ohio,  
Hardin County, ss. Received this writ on the 7<sup>th</sup> day of Apr. A.D. 1887; and  
on the 9<sup>th</sup> day of April A.D. 1887, I served the same by delivering a true copy  
thereof with the endorsements thereon, together with a certified copy of the  
petition to the within named Thomas Evans. Service, 30 Cops, 25 Mileage  
1.70 Return, 25 Postage, 10 Total \$2.60 Jaro. S. Scott, Sheriff.  
By Morrison, Deputy.

Entry.  
No. 5292  
Afterward, on the 1 day of April A.D. 1887 the following Entry was made  
on the Journal by the Clerk of said Court, to wit:  
Eliza Evans. April 19-1887.  
In vacation.  
Thomas Evans. On motion and application of Eliza Evans plaintiff  
herein by her Attorneys notice having been duly given to the defendant  
and good cause being shown it is hereby ordered that she be allowed the sum  
of One hundred Dollars for support and maintenance and the expenses

and fees of her counsel, during the continuance of this action. It is therefore ordered that the said Thomas Evans pay to the said Eliza Evans or her Attorneys Cameron and Woodburn the sum of One hundred Dollars \$100<sup>00</sup> immediately and in default of such payment for three days execution is allowed to issue therefor.

Afterward, on the 2<sup>d</sup> day of May, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Eliza Evans vs Thomas Evans No. 5292  
This day came the parties by their Attorneys and this case came on to be heard, upon the petition of the plaintiff and the evidence. On consideration whereof the Court finds that the defendant has been guilty of habitual Drunkenness and gross neglect of duty as in said petition alleged. It is therefore considered and adjudged by the Court that the marriage relation heretofore existing between said parties be and be the same is hereby set aside and wholly annulled, and both parties released from the obligations of the same. The Court orders that the defendant pay to the plaintiff in addition to the amount already allowed the sum of Two hundred and forty Dollars which sum is accepted by the plaintiff in lieu of her inchoate right of dower, and it is ordered that said sum be in lieu of Dower. Ordered that the plaintiff pay the costs of this proceeding.

Attest, J. L. Burgner, Clerk.  
Big Nellie Roney, Deputy.

Pleas before His Honor John A. Rice, Judge of a Court of Common Pleas begun and held at the Court House, in the town of Marysville within and for the county of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 26<sup>th</sup> day of April A.D. 1887, the following Petition was filed with the Clerk of said Court to wit:

Petition No. 5310  
The Marysville Savings Building and Loan Association Company, Plaintiff  
Against  
Mary A. Winkler, widow, Matilda Winkler, a minor under 14 years of age, Clara Winkler, a minor under 14 years of age, Flora Winkler, a minor under 14 years of age, and Katharina Winkler, a minor under 14 years of age as the sole heirs and legal representatives of Charles Winkler, deceased.  
Defendants.

in the Court of Common Pleas of Union County, Ohio.  
No. Petition.

The plaintiff says: That it is a corporation duly incorporated under and by virtue of the Statutes of the State of Ohio. First Cause of action: The said Charles Winkler on the 12<sup>th</sup> day of November A.D. 1884 made and delivered to said plaintiff, his promissory note of that date, of which the following is a copy:

\$400.<sup>00</sup>  
For value received, I promise to pay the Marysville Savings Building and Loan Association Company of Marysville, Ohio. when the same shall

cease and the premium by me up...  
I promise of twenty...  
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cease and determine Four hundred (\$400<sup>00</sup>) 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 Three hundred (\$300<sup>00</sup>) Dollars for precedence in taking the same. I promise to pay on each of said Two shares of stock a weekly installment of twenty five cents, and on Four hundred dollars, the amount of said advanced loan, interest at the rate of six per cent per annum from date in equal weekly payments until said Association shall be dissolved: as provided in the Constitution and By Lawe 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 Dollars, bid for precedence in taking said loan. I promise to pay in equal weekly installments of 7/100 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 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 collectable immediately. Charles Winkler.

The indebtedness on said note is as follows: Principal of note \$400<sup>00</sup>  
 Premium from November 29<sup>th</sup> 1884 to April 23/87 \$95.78 Interest from  
 November 29<sup>th</sup> 1884 to April 23/87 \$57.04 Total \$552.82 Credit for dues  
 to November 29<sup>th</sup> 1884 \$15.00 Credit for earnings \$5.68 Total \$20.68  
 Balance due on said note \$531.84 The said Charles Winkler, or any one for him, has not paid the dues, interest and premium due said plaintiff upon said note since November 29<sup>th</sup> 1884 and is in default for all such payments since December 6<sup>th</sup> 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 thereof the said Charles Winkler and Mary A. Winkler, his wife, executed and delivered to said plaintiff their mortgage deed of that date, and thereby conveyed to said plaintiff the following described premises, "Situate in the Village of Marysville, County of Union and State of Ohio, Being Ten Lot Number Four hundred and Fifty (415) in said Village and in the Freshwater Addition thereto. For a further description thereof reference is hereby made to the Recorded plat of said Village and Addition in the office of the Recorder of said Union County Ohio." Said mortgage was conditioned as follows: "Provided, nevertheless, and these presents are upon this condition, that whereas the said Charles Winkler has executed and delivered to the said Marysville Savings 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 Charles Winkler being a member of the Association, and having at a regular meeting of the Association, bid a premium of one hundred and Fifty 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: he agrees to pay on each of said shares of stock a weekly in-

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installment of twenty five cents; and on Four hundred (\$400<sup>00</sup>) Dollars, the amount of said advanced loan, he agrees to pay interest at the rate of six per cent per annum, in equal weekly payments (a rebate of interest being made at the end of each year for weekly installments paid on stock); and the said premium of Three hundred Dollars bid for precedence in taking said loan, he agrees to pay in equal weekly installments of 7/100 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. He also agrees to pay the taxes on the premises conveyed by these presents, the Fire Insurance premium on said property, ground rents thereon and all the fines and forfeitures, according to the Constitution and By-Laws of said association.

Now, if the said Charles Winkler shall punctually pay to the said association, or its assigns, the said weekly installments on said Two shares of stock, and the interest and premiums 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 Charles Winkler 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, 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 12<sup>th</sup> day of November A.D. 1884 at 2 1/2 o'clock P.M. said mortgage was duly filed for record with the Recorder of Union County, Ohio, and was recorded in Volume 22 pages 16 and 17 of the Records of Mortgages of Union County, Ohio. Plaintiff says that when the payments of dues, interest, and premium on said note became due December 6<sup>th</sup> 1884 the said Charles Winkler did not pay the same and neither has anyone for him has 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 been broken and said mortgage deed has become absolute. On or about the 23<sup>rd</sup> day of November A.D. 1886 the said Charles Winkler died, leaving his widow Mary A. Winkler and his children Matilda Winkler, a minor under 14 years of age, Clara Winkler, a minor under 14 years of age, Flora Winkler, a minor under 14 years of age and Katharina Winkler, a minor under 14 years of age as his sole heirs and legal representatives. The plaintiff asks that in addition to said sum of \$531.<sup>84</sup> due on said note to April 23<sup>rd</sup> 1887 an account be taken of the dues, interest and premium to become due; that said mortgage may be foreclosed said premises ordered to be sold and the proceeds thereof applied to the payment of said indebtedness, and for all other and proper relief in the premises.

John M. Brodrick, Attorney for Plaintiff.

The State of Ohio,  
County of Union, ss.

John M. Brodrick being sworn makes oath that he is the secretary of said Marysville Savings Building and Loan Association - plaintiff and that the facts stated in the foregoing petition are as affiant believes true.

John M. Brodrick.

Sworn in my presence  
Braeife Clerk: Jesu-  
ler, Matilda  
No. 5310 or under 14  
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Mary A. W  
No. 5310 appointed

Entry  
No. 5310 appointed

Sworn to by said John M. Brodrick before me and signed by him in my presence this 26<sup>th</sup> day of April A.D. 1887. J. L. Burquer Clerk.  
By W. M. Winger, Deputy.

Writ of Habeas Corpus. Issue summons for the within named defendants - Mary A. Winkler, Matilda Winkler, a minor under 14 years of age, Clara Winkler, a minor under 14 years of age, Flora Winkler, a minor under 14 years of age and Katharina Winkler, a minor under 14 years of age, to the Sheriff of Union County, Ohio, returnable according to law. Indorse: For closure of mortgage and equitable relief; Amount claimed \$531.<sup>84</sup> with interest and premiums from April 23<sup>rd</sup> 1887. John M. Brodrick, Attorney for Plaintiff.

Afterward, on the 26<sup>th</sup> day of April 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:  
Summons. We command you to notify Mary A. Winkler, Matilda Winkler a minor under 14 years of age, Clara Winkler a minor under 14 years of age, Flora Winkler a minor under 14 years of age, Katharina Winkler a minor under 14 years of age, that they have been sued by The Marysville Savings Building & Loan Association Company in the Court of Common Pleas of Union County, and that unless they answer by the 28<sup>th</sup> day of May A.D. 1887 the petition of said plaintiff's Marysville Savings Building & Loan Association 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 9<sup>th</sup> day of May A.D. 1887. Witness my hand and the seal of said Court, this 26<sup>th</sup> day of April A.D. 1887. J. L. Burquer Clerk.  
By W. M. Winger, Deputy.

Endorsed: In action for Forclosure of Mortgage and equitable relief. Amount Claimed \$531.84 with interest & Premiums from April 23<sup>rd</sup> 1887. J. M. Brodrick, Plaintiff's Atty.

Said Writ returned and filed May 9<sup>th</sup> 1887, endorsed as follows, viz:  
The State of Ohio,  
Union County, ss. Received this Writ April 26<sup>th</sup> A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 8<sup>th</sup> day of May A.D. 1887 I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendants, Mary A. Winkler, Matilda Winkler, Clara Winkler, Flora Winkler & Katharina Winkler and by handing a true copy of this writ to Mary A. Winkler mother of the within named minors under 14 years of age. Service 1.20 Mileage 1.16 Copy 1.40 Total \$3.76 M. Hopkins Sheriff. By A. H. Goodwin, Deputy.

Afterward, on the 1<sup>st</sup> day of June A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

The M. S. B. & L. A. No. 5310  
Entry. On application of the plaintiff, J. B. Fulton is appointed guardian ad litem for the infant defendants, Matilda

Winkler, Clara Winkler, Flora Winkler and Katharina Winkler.

Afterward, on the 1 day of June A.D. 1887 the following answer was filed with the Clerk of said Court, to-wit:

The Marysville Savings Building and Loan Association Company Plaintiff.

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

No. 5310

Against

Mary A. Winkler et al. Defendants.

Answer of Guardian ad litem.

answer

No. 5310

And now comes J. B. Tutton, who was heretofore appointed as guardian ad litem herein for the infant defendants Matilda Winkler, Clara Winkler, Flora Winkler and Katharina Winkler, and for answer to plaintiff's petition herein filed says: That he is not informed as to the several matters and things set forth in said petition and therefore denies the same, and asks that the rights of said infant defendants herein be fully protected. J. B. Tutton, Guardian ad litem.

Afterward, on the 1 day of June A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

The Marysville Savings B. & L. Association.

No. 5310

Entry.

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No. 5310

Mary A. Winkler et al.

This day this cause came on to be heard on the petition and the answer of the guardian ad litem for the infant defendants and the same was submitted to the Court. On consideration whereof the Court find that said defendants have failed to pay to the plaintiff the weekly installments of dues, and the interest, as in the petition set forth, and that there is due to said plaintiff as dues, to the date of this decree, May 28<sup>th</sup> 1887 the sum of \$66.<sup>00</sup> and its premium the sum of \$107.<sup>62</sup> and as interest the sum \$60.<sup>72</sup> making in all \$228.<sup>36</sup>

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 Charles Winkler and Mary A. Walker, his wife executed and delivered to this plaintiff their certain mortgage deed in the petition described, and on the premises therein described: that said mortgage was duly recorded in book 22 pages 16 and 17 of the records of mortgages of Union County, and that the same is the first lien on the premises described in the petition. It is therefore considered by the Court that unless the said defendants shall, within 3 days from the entry hereof, pay or cause to be paid, to said plaintiff the said sum of \$228.<sup>36</sup> so found due, and to the Clerk of this Court the costs taxed herein at \$ the defendant's equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Afterward, on the 7 day of June A.D. 1887, the following Order of Sale was issued by the Sheriff of said Court to-wit:

The State of Ohio

To the Sheriff of said County - Greeting:

Whereas, at a term of the Court of Common Pleas held at Marysville

Order of Union County ss. Sale

in and for Marysville Mary A. Winkler Association Winkler - lars, and there by said a. Winkler to the said hundred of Mary A. of this Court to pay the ty condemn Judgments Plaintiff's by expired Not been p. commands the following Marysville as follows village or ion thereof addition We find judgment that you nte regula such sale interest, g ceedings h date hereof Clerk of Co at Marysv Sec The State of Union Co to annexed Graham said Court lands an June, A.D seals, tha appraise A certifi of the Clerk June 188 paper for

Sheriff's Return.

No. 5310



in and for said County, on the 1<sup>st</sup> day of June A.D. 1887, in the cause of The Marysville Savings Building and Loan Association Co. Plaintiff and Mary A. Winkler et als. Defendants said Marysville Building and Loan Association Co. obtained a judgment or decree against the said Mary A. Winkler for the sum of Two hundred and twenty eight and  $\frac{36}{100}$  Dollars, and  $\frac{100}{100}$  Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Mary A. Winkler shall within 3 days from the 1<sup>st</sup> day of June, A.D. 1887, pay to the said Marysville Building & Loan Association Co. the said sum of two hundred and twenty eight and  $\frac{36}{100}$  Dollars with interest from 28<sup>th</sup> day of May, A.D. 1887, at the rate of 6 per cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to ~~of~~ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiff's petition &c.: And whereas, the three days aforesaid have fully expired and the said sum of \$ 228  $\frac{36}{100}$  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 followings 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 lot No. Four hundred and fifteen (415) in said village and in the Fresh water Addition thereto. For a further description thereof reference is hereby made to the recorded plat of said village and addition in the office of the recorder of said Marion 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 7<sup>th</sup> day of June A.D. 1887.

J. L. Burgner, Clerk.

Sherriff's Return.

No. 5310

The State of Ohio }  
 Union County ss. } In obedience to the command of the Order of Sale here-  
 to annexed I did on the 7 day of June 1887, summon A. D. Doolittle, R. H. Graham and Wm. Hoff, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterwards, on the 7 day of June, A.D. 1887, 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 3 day of June 1887, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union

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county) said lands and tenements, to be sold at public sale, at the door of the Court House of said County on the 9 day of July A.D. 1887, 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 9 day of July, 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 William S. Smith who bid for the same the sum of five hundred & twenty five Dollars, and said sum being more than two-thirds of the appraised value thereof, and said William S. Smith being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of five hundred & twenty five Dollars. Service 30 Summoning Appraisers 120 Writing Appraisal 30 Copy of appraisal 30 Notice to printer 30 Millage 16 Poundage 7.87 Total \$9.43 Appraisers fees 3.00 Printer's fees 11.50 W. Hopkins, Sheriff.

Afterward, on the 11 day of July A.D. 1887, the following Proof of Publication was filed with the clerk of said Court, to-wit:

Marysville B. & L. A. Co., Court of Common Pleas, Union County, O.

as On order of Sale

Mary A. Winkler et al. 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 9th 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 Village of Marysville, County of Union and State of Ohio, bounded and described as follows: Being in Lot No. four hundred and fifteen (415) in said village, and in the Freshwater Addition thereto. For a further description thereof reference is hereby made to the recorded plat of said village and addition, in the office of the Recorder of said Union County, Ohio. Appraised at \$500 Terms of Sale, Cash.

Marion Hopkins, Sheriff, Union County, Ohio.

Proof of Publication The State of Ohio: Brodick & Mc Campbell, attorneys June 8, 1887 p. 11.50

No. 5310 Union County, S.D. 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 8, 1887. W. O. Shearer.

Gave to and subscribed before me, this 11th day of July 1887. [Seal] J. L. Burgner, Clerk.

Afterward, on the 11 day of July A.D. 1887, the following Entry was made on the Journal by the clerk of said Court, to-wit:

Entry. The Marysville Savings Building and Loan Association No. 5310

No. 5310 Mary A. Winkler On motion of the plaintiff and order of this court; and the court on careful examination of the proceedings of the said sheriff being satisfied that the same has 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 William S. Smith And the said holders, in view of his title in possession the proceeds of the sale, it is ordered that the costs of the value of the and that the defendant will pay 2% on said

Pleas, began within and Judicial our Lord or to-wit, on the the Clerk of Margaret

Petition.

No. 5310

John B. W... John Mas... and John James S. W... Maskill... Lawrence C... and John... plaintiffs says. The to and is... Wells, decedate in the... Survey No... converted by poles to a... \$5,000 pole poles to a... to the plac... same pres... ing June

and it is further ordered that the said sheriff convey to the purchaser William S. Smith by deed in fee simple the lands and tenements so sold. And the said purchaser is hereby subrogated to all the rights of the said lien holders, in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises. And the court coming now to distribute the proceeds of said sale, amounting to Two Hundred and Seventy five dollars, it is ordered that the sheriff, out of the money in his hands, pay 1<sup>st</sup> The costs of this action, taxed at \$36.00 And the court find that the present value of the mortgage held by said plaintiff amounts to the sum of \$587.<sup>00</sup> and that said sum is the first and best lien upon the interest of the defendant in the said premises; it is therefore ordered that said sheriff pay 2<sup>nd</sup> To the plaintiff the remainder of said proceeds \$489.<sup>00</sup> to apply on said indebtedness above named.

Attest. John L. Burquier, Clerk.  
By Nellie Roney, Deputy.

Cases before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marietta, Ohio, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 25<sup>th</sup> day of May A.D. 1886 the following Petition was filed with the Clerk of said Court, to-wit:

Margaret Holt and William Holt her husband.  
Plaintiffs

The State of Ohio,

Union County,

Court of Common Pleas

Petition.

Petition.

Nov. 5310

John B. Wells, Levi Wells, Adaline Maskill and John Maskill her husband, Harriet Blevinger and John P. Blevinger her husband, John E. Wells, James S. Wells, Rebecca Wells an imbecil and John Maskill her guardian, Clarence S. Lawrence S., and Lawrence O. McVey minors under the age of 14 years and John H. McVey their guardian, Defendants.

And now comes the

plaintiffs and for cause of action herein against the said defendants, says. That Margaret Holt, one of the said plaintiffs, has a legal right to and is seized in fee simple as daughter and heir at law of Elizabeth Wells deceased of one eighth part of the following described premises, Situate in the Township of Clairbourne, County of Union and State of Ohio, in Survey No. 6293. Beginning at a stone, south west corner to a lot heretofore conveyed by James Sandon to William Browning: Thence N. 88° E. 27<sup>82</sup>/<sub>100</sub> poles to a stone, south east corner to said Browning's lot - Thence S. 29° 30' W. 5<sup>81</sup>/<sub>100</sub> poles to a stone, corner to C. Holmes lot. - Thence S. 88° W. 25<sup>54</sup>/<sub>100</sub> poles to a stone corner to said Holmes lot - Thence N. 3° 50' 4<sup>54</sup>/<sub>100</sub> poles to the place of beginning containing three fourths of an acre, being the same premises conveyed by Levi Wells to C. Holmes and William Browning June 1<sup>st</sup> 1875. The Defendants are tenants in common with

said Margaret Holt in said premises in the following proportions, to-wit:  
 John B. Wells as son of Elizabeth Wells deceased one undivided one eighth part  
 Levi Wells as son of said Elizabeth Wells deceased one undivided one eighth part  
 Adaline Maskill as daughter of said Elizabeth Wells deceased one undivided one eighth part.  
 Harriot Clevinger as daughter of said Elizabeth Wells deceased one undivided one eighth part.  
 Rebecca Wells an imbecile a daughter of said Elizabeth Wells deceased one undivided one eighth part.  
 John F. Wells and James L. Wells children of Hiram Wells deceased, who was a son of said Elizabeth Wells deceased each one undivided sixteenth part.  
 Clarence L. McVey, Lawrence L. McVey and Lawrence O. McVey children of Ida McVey, who was the only heir at law of David Wells deceased, who was a son of said Elizabeth Wells deceased each one undivided one twenty-fourth part.  
 Plaintiffs desire to have the interest of said Margaret Holt set off to her in severalty and that partition be made of the said premises or if the same cannot be done without manifest injury, that such proceedings may be had as are authorized by law.

J. B. Sulton, Atty for Plaintiff.

The State of Ohio,

Union County, ss. J. B. Sulton being first duly sworn according to law says that he is the attorney for the plaintiff duly authorized in the premises that the plaintiffs are non residents of the State of Ohio and now absent therefrom and that he believes the facts stated in the petition to be true. J. B. Sulton.

Sworn to before me and subscribed in my presence by said J. B. Sulton this 25<sup>th</sup> day of May A.D. 1886. (Seal) J. L. Burquer, Clerk.

Margaret Holt et al. Plaintiffs

In the Court of Common Pleas.

Union County, Ohio

Action in the Court above named to partition a lot in Richwood Union County Ohio.

We the undersigned hereby waive the issuing and service of summons and hereby enter our appearance in the above entitled action.

John Maskill, Adaline Maskill, John Maskill guardian of Rebecca Wells an idiotic person, J. P. Clevinger, Harriott Clevinger, John H. McVey Guardian of Clarence L. McVey, Lawrence L. McVey and Lawrence O. McVey.

Afterward, on the 1<sup>st</sup> day of Sept. A.D. 1886, the following affidavit was filed with the Clerk of said Court, to-wit:

Margaret Holt, Plaintiff

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

John B. Wells et al. Defendants.

Affidavit for Publication.

The State of Ohio, Union County, ss. James S. Jolliff being first duly sworn according to law says that he is agent for the plaintiff duly authorized in the premises; that service of summons cannot be made in this State on the defendants John B. Wells who lives at Fredonia Kansas, Levi Wells who lives at Gallatin Missouri, John F. Wells who lives at Iberia Missouri, and J. L. Wells whose place of residence is unknown to affiant and cannot with reasonable diligence be ascertained, and that the cause is one of those mentioned in Section Five Thousand and and Forty eight of the Revised Statutes of Ohio. J. S. Jolliff.

Sworn to before me and subscribed in my presence this 31<sup>st</sup> day of

August 1886

alteration was filed  
 John B. Wells  
 Missouri,  
 place of residence  
 Margaret Holt  
 Ohio in carrying for partition  
 at a store,  
 to William  
 over to said  
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J. B. Sulton  
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Waiver of  
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No. 5111

Affidavit

No. 5111

August A.D. 1886. [Seal]

W. M. Merchant, Notary Public.

Afterward, on the 21<sup>st</sup> day of Feb. A.D. 1887, the following Proof of Publica-  
tion was filed with the Clerk of said Court, to-wit:

John B. Wells, residing in Eldorado, Kansas, Levi Wells, residing in Hollatin,  
Missouri, John J. Wells residing in Iberia, Missouri, and J. S. Wells whose  
place of residence is unknown, will take notice that on the 25<sup>th</sup> day of May, 1886,  
Margaret Holt filed her petition in the Common Pleas Court, of Union County,  
Ohio, in case No. 5111, against the above named parties and others, pray-  
ing for partition of the following premises: Situate in the township of  
Bilbore, County of Union, State of Ohio, in survey No. 6293, beginning  
at a stone, southwest corner to a lot heretofore conveyed by James Sandon  
to William Browning; thence N. 88° E 27.82 poles to a stone, southeast cor-  
ner to said Browning's lot; thence S. 29° 36' W 5.31 poles to a stone, corner to  
O. Holmes' lot; thence S 88° W 25.57 poles to a stone, corner to said Holmes'  
lot; thence N. 3° 30' E. 4.54 poles to the place of beginning, contain-  
ing  $\frac{3}{4}$  of an acre. Said parties are required to answer on or before the  
23<sup>rd</sup> day of October, A.D. 1886, or judgment may be taken against them.  
Margaret Holt.

J. B. Fulton, Attorney.

No. 7-620.

Proof of  
Publication

Proof of Publication.

No. 5111

State of Ohio,  
County of Union, ss.

I, Robert Smith, do make oath that the ad-  
vertisement of which the annexed is copy, was published for 6 weeks,  
to-wit: Sept. 16<sup>th</sup>, 23<sup>rd</sup>, + 30<sup>th</sup> and Oct. 7<sup>th</sup>, 14<sup>th</sup>, + 21<sup>st</sup> A.D. 1886, in the Rich-  
wood Gazette, a Weekly Newspaper, printed in and being of gener-  
al circulation within said county, and of which, I am editor.

Robert Smith

Sworn to and subscribed before me, this 4<sup>th</sup> day of February,  
A.D. 1887. [Seal]  
Notary's Fees 25¢  
W. C. Rucker, Notary Public.  
Printers Fees \$10.15

County,  
No. 5111

Afterward, on the 22<sup>nd</sup> day of Feb. A.D. 1887, the following Entry was  
made on the Journal, by the Clerk of said Court, to-wit:  
Margaret Holt et al. vs. This day this cause came on to be heard upon  
John B. Wells et al. the petition of the plaintiff, and the evidence,  
the court find that all the defendants had le-  
gal notice of the pendency and prayer of the petition, and are in de-  
fault for answer or disclaimer, and that the petition is thereby confessed  
by them to be true. The Court further find that the plaintiff Marg-  
aret Holt is seized of and has a legal right to the undivided one eighth  
part of said premises, and is entitled to hold the same in several-  
ty; that the defendants are tenants in common with her in the  
following proportions, to-wit: John B. Wells, Levi Wells Adaline Maskill, Har-  
riet Clebinger and Rebecca Wells each of one undivided one eighth part;  
John J. Wells and James S. Wells each one undivided one sixteenth part;  
Clarence S. McVey, Lawrence S. McVey and Clarence O. McVey each one  
undivided one twenty-fourth part. It is therefore ordered, adjudged and  
decreed that partition of said estate be made in the proportions above de-

scribed, and that an order issue to the sheriff of this county commanding him that by the oaths of S. S. Gardiner, J. J. Williams and James Butler, three judicious, disinterested freeholders of the vicinity, who are hereby appointed commissioners for that purpose, he set off to plaintiff and defendants, co-tenants their proportions of said estate in severalty. If said commissioners find that they cannot divide said premises without manifest injury to the value thereof, it is ordered they appraise the same. And of his proceedings said Sheriff is ordered to make due return.

Afterward, on the 22<sup>nd</sup> day of Feb. A. D. 1887, the following Writ of Partition was issued by the Clerk of said Court, to wit:

State of Ohio.

Union County, ss. To the Sheriff of said County - Greeting;

Writ of Partition.

We command you, that without delay by the oaths of S. S. Gardiner, J. J. Williams and James Butler, you cause partition to be made of the following described premises, situate in the Township of Blairburn, County of Union and State aforesaid, to wit: In Survey No. 6293 beginning at a stone, south-west corner to a lot heretofore conveyed by James Sandon to William Browning; thence N. 88° E. 27 <sup>82</sup>/<sub>100</sub> poles to a stone south-east corner to said Browning's lot; thence S. 29° 30' W. 5 <sup>21</sup>/<sub>100</sub> poles to a stone, corner to C. Holmes' lot; thence E. 88° W. 25 <sup>74</sup>/<sub>100</sub> poles to a stone corner to said Holmes' lot; thence N. 3° 50' 4 <sup>79</sup>/<sub>100</sub> poles to the place of beginning containing three-fourths of an acre, being the same premises conveyed by Levi Wells to C. Holmes and William Browning June 1<sup>st</sup> 1875 - among the persons named herein, and in the following proportions, to wit: To Margaret Holt  $\frac{1}{8}$  part, to John B. Wells  $\frac{1}{8}$  part, to Levi Wells  $\frac{1}{8}$  part, to Adaline Maskill  $\frac{1}{8}$  part, to Harriet Clevinger  $\frac{1}{8}$  part, to Rebecca Wells  $\frac{1}{8}$  part, to John J. Wells  $\frac{1}{8}$  part, to James S. Wells  $\frac{1}{8}$  part, to Clarence L. McVey  $\frac{1}{8}$  part, to <sup>Lawrence J. McVey  $\frac{1}{8}$  part</sup> to Clarence O. McVey  $\frac{1}{8}$  part, in pursuance of an order lately made in our Court of Common Pleas, within and for said County of Union, in a certain civil action, wherein the said Margaret Holt et al. are Plaintiffs, and the said John B. Wells et al. are Defendants; 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 22<sup>nd</sup> day of Feb. A. D. 1887.

Deal

J. J. Burgner, Clerk.

Sheriff's Return

Said Writ returned and filed Feb. 28 - 1887, endorsed as follows, to wit: As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of S. S. Gardiner, J. J. Williams & James Butler causing said partition to be made, as will appear by the report of the commissioners, herewith returned. Given under my hand this 28<sup>th</sup> day of February A. D. 1887.

No. 5111

Service 30 Mileage 2.56 Executing & Swearing Com. 1.20 (Total) 4.06 Com. Fees 3.00  
Commissioner's Report } M. Hopkins, Sheriff.

M. Holt et al.

Union County, ss.

Against John B. Wells et al.

Court of Common Pleas.

Commissioner's 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

Sheriff's Return.

premises... out man... hundred... A. D. 1887. After made on the Margaret vs John B. Wells et al. owners here and it app by order a Commission estate at a proceeding therefore a of the part tion of the tion, and and said out unsee. After was issued The State Order of said Union Com In for the C know pend and John out delay in said p County of stone, four William B to said B. C. Holmes lot - Ther fourths of Holmes an and that said Cou there this 4 will, O, the Deal As c omerte he.

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 six hundred dollars. Given under our hands, this 28<sup>th</sup> day of February A.D. 1887. S. S. Gardiner, James Butler, J. F. Williams, Commissioners.

Afterward, on the 4<sup>th</sup> day of Mar. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
Margaret Holt et al.

Entry  
No. 5111

vs  
John B. Wells et al. This day this cause came on to be heard upon the return of the sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and said Commissioners have made and returned their appraisement of said estate at six hundred dollars, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon either of the parties electing to take the said estate at its appraised value on motion of the plaintiffs, it is ordered that said estate be sold at public auction, and that an order issue therefor to the sheriff of Union County Ohio, and said sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Afterward, on the 4<sup>th</sup> day of March A.D. 1887, the following Order of Sale was issued by the Sheriff of said Court, to-wit:

Order of sale

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 Feb. term, A.D. 1887 in a certain civil action now pending in said Court, wherein Margaret Holt et al. are Plaintiffs and John B. Wells 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: Situate in the Township of Clairbourne, County of Union and State of Ohio, In survey No. 6293, beginning at a stone, south west corner to a lot heretofore conveyed by James Sandon to William Browning, thence N 88° E. 27 7/10 poles to a stone southeast corner to said Browning's lot - Thence S 29° 30' W. 5 7/10 poles to a stone, corner to O. Holmes lot - Thence S 88° W. 25 7/10 poles to a stone, corner to said Holmes lot - Thence N. 3° 50' 4 5/10 poles to the place of beginning containing three fourths of an acre, being the same premises conveyed by Levi Wells to O. Holmes and William Browning June 1<sup>st</sup> 1875. Appraised at \$600<sup>00</sup>, 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 4<sup>th</sup> day of March A.D. 1887.

Sheriff's Return

{ Seal }

J. J. Burgess, Clerk.  
Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenements herein described to be duly advertised for thirty days next preced-

ing the day of sale, in the Richwood Gazette a newspaper printed and in general circulation in Union County, Ohio; and on the 7<sup>th</sup> day of April A.D. 1887, at 1<sup>1</sup>/<sub>2</sub> 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 thereat there came Isadore Beck with who bid for the same the sum of Five hundred Dollars said sum being more than two-thirds the appraised value, and she being the highest and best bidder, was declared the purchaser. Service 30 Making Mortg. 2.00 Copy to Printer 30 Pounding 3.75 Recording Mortg. 1.25 Total \$ 7.60

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

Afterward, on the 16<sup>th</sup> day of May A.D. 1887, the following Proof of Publication was filed with the clerk of said Court, to wit:

*Sheriff's date*  
M. Holt et al. vs John B. Wells et al.  
On Partition. 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 for sale at the north door of the Court House, in Marysville, Ohio on Saturday, April 9<sup>th</sup> 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 Blairtown county of Union and State of Ohio, and bounded and described as follows: In Suit No. 6293 beginning at a stone southwest corner to a lot heretofore conveyed by James Gordon to William Browning; thence N. 88 degrees E. 27<sup>3</sup>/<sub>100</sub> poles to a stone southeast corner to said Browning's lot; thence S. 29 degrees 30 minutes W. 5<sup>7</sup>/<sub>100</sub> poles to a stone corner to O. Holmes' lot; thence S. 88 degrees W. 25<sup>3</sup>/<sub>100</sub> poles to a stone corner to said Holmes' lot; thence N. 3 degrees 50 minutes - 4<sup>7</sup>/<sub>100</sub> poles to the place of beginning, containing three-fourths (3/4) of an acre, being the same premises conveyed by Levi Wells to O. Holmes and William Browning January 1<sup>st</sup>. 1875. Terms of sale - One-third cash, one third in one year, one-third in two years. Deferred payments to be secured by mortgage on the premises sold. Appraised at \$ 600.00

Marion Hopkins, Sheriff of Union County, Ohio.  
I. B. Sulton, Attorney. March 10, 1887 33w 5 pf \$12.90  
Proof of Publication.

*Proof of State of Ohio, Publication*  
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: March 10<sup>th</sup>, 17<sup>th</sup>, 24<sup>th</sup> & 31<sup>st</sup>, and April 7<sup>th</sup>, 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 19<sup>th</sup> day of May, A.D. 1887.  
Wm. A. Phelps, Notary Public.

Afterward, on the 24<sup>th</sup> day of May A.D. 1887, the following Entry was made on the Journal, by the clerk of said Court, to wit:

*Entry.*  
M. Holt et al. vs John B. Wells et al.  
On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination

that the same proceedings are ordered by a the purchaser proceeds of four \$ 400.00 To the clerk to J. B. Sulton residue of the of the balance of the notes for Levi Wells, Rebecca Wells, sum of \$ 11.50 amounts. To sixteenth of also to each red payar receive L. Mc cash proceed receive O. Mc deferred for O. Mc. Very

Plea begun and for the Court District of one thousand 23<sup>rd</sup> day of said Court B. R. Sulton L. J. Mc This quire Goern there is due at 6 of from 1886 Se ing 124 bks \$1.00 Total There the sum of of suit. State

Petition No. 5207



that the same have been made in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the sheriff is ordered by deed duly executed to convey said premises to Isadore Beckwith the purchaser in fee simple. It is further ordered that the sheriff out of proceeds of said sale, pay first, to the Treasurer of Union County Ohio, Four & 40/100 Dollars, being the taxes and penalty due on said premises. Secondly, to the clerk of this Court the costs of this action, including a counsel fee of \$25.00 to J. B. Sulton for his services herein, taxed at \$72.35 Thirdly, and of the residue of the proceeds of said sale, to the plaintiff Margaret Vlott one eighth of the balance of the cash proceeds to wit, the sum of \$11.23 and also one eighth of the notes for the deferred payments; to the said defendants John B. Wells, Levi Wells, Adaline Maskill, Harriet Blvinger & John Maskill guardian of Rebecca Wells each one eighth of the balance of the cash proceeds, to wit, the sum of \$11.23, and also to each one eighth of the notes for the deferred payments. To each of the defendants John S. Wells and James S. Wells one sixteenth of the balance of the cash proceeds of said sale, to wit, \$5.61 and also to each of the said defendants one sixteenth of the notes for the deferred payments. To John H. Mc Vey guardian of Clarence S. Mc Vey, Lawrence S. Mc Vey, Lawrence O. Mc Vey one twenty-fourth of the balance of the cash proceeds of said sale for each said Clarence S., Lawrence S., and Lawrence O. Mc Vey, to wit, \$3.74 and one twenty fourth of the notes for the deferred payments for each said Clarence S., Lawrence S., and Lawrence O. Mc Vey.

Attest. John L. Burgher, 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 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 23<sup>rd</sup> day of May A. D. 1887, the following Petition was filed with the clerk of said Court, to wit:

B. R. Sudduth, Plaintiff }  
vs } Court of Common Pleas,  
L. J. Mc Troy, Defendant } Union County, Ohio.  
Petition.

Petition  
No. 5207

This cause comes into this Court on appeal from the docket of Esquire Cornell a Justice of the Peace in & for said County. The plaintiff says there is due him from the defendant the sum of \$14.00 with interest at 6% from the 6<sup>th</sup> day of Nov. 1886 on account as follows, to wit:

1886 Sept 19<sup>th</sup> To Threshing 290 bus. of Wheat \$11.60, Sept 19<sup>th</sup> To Threshing 124 bus. of oats \$2.48, 1886 Sept 19<sup>th</sup> To Threshing 4 bus. of Timothy seed \$1.00 Total \$15.08 Credit by Cash \$1.00 Balance due \$14.08

Therefore plaintiff asks judgment against said defendant for the sum of \$14.00 with interest at 6% from the 6<sup>th</sup> day of Nov. 1886 & costs of suit.  
W. J. Hoopes, Atty for Plaintiff.  
State of Ohio, Union County S. D.

W. J. Hoopes being sworn says he is the Attorney of the plaintiff duly authorized herein, that the plaintiff is not a resident of the county, and that the facts stated in the above pleading are as affiant believes true. W. J. Hoopes.  
 Sworn to and subscribed in my presence by W. J. Hoopes this 24<sup>th</sup> day of May 1887.  
 J. L. Burgner, Clerk.

Afterward, on the 11 day of July A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court to wit:

Entry. No. 5207  
 B. R. Cudduth, Plaintiff, } Court of Common Pleas,  
 vs } Union County, Ohio.  
 L. F. M<sup>r</sup>: Elroy, Defendant. } Now comes the plaintiff by his attorney, and the defendant being in default for Answer or demurrer, the court find that the allegations of the petition are confessed by him to be true. It is therefore considered by the court that the said plaintiff recover from said defendant the said sum of \$14<sup>65</sup>/<sub>100</sub> and his costs herein expended.

Attest, John L. Burgner, Clerk.  
 By Nellie Rohay, Deputy.

Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Mansville, within and for the County of Union of the Third Sub-division of the Tenth Judicial District of the State of Ohio, on the 16 day of May, in the year of our Lord one thousand eight hundred and eighty seven.

On the 9<sup>th</sup> day of June A.D. 1887, the following Petition and Answer in Bogarvit was filed with the Clerk of said Court, to wit:

Petition No. 5334  
 Lester Clark, Plaintiff, } The State of Ohio, Union County, ss.  
 vs } In the Court of Common Pleas.  
 Calvin Selkner, Defendant. } Petition. Civil Action For Money Only.

Lester Clark the above named Plaintiff says that there is due to him from Calvin Selkner the above named Defendant, on a promissory note made by the Defendant, dated the 8<sup>th</sup> day of September A.D. 1887, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of Two hundred and Twenty Five Dollars, with interest thereon at six per cent from the 8<sup>th</sup> day of September A.D. 1885, until October 1<sup>st</sup> 1886 and eight per cent thereafter interest payable annually. 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 Defendant for the sum of Two hundred and Twenty Five Dollars, with interest at six per cent, from the 8<sup>th</sup> day of September A.D. 1885 until October 1<sup>st</sup> 1886 and eight per cent thereafter, interest payable annually.

Brodrick & M<sup>r</sup>: Campbell, attys for Plff.  
 The State of Ohio, } 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 aforesaid. John M. Brodrick.  
 Subscribed by John M. Brodrick in my presence, and sworn to by him

before me,

Copy of Note

\$225.

On the Two hundred cent. interest annually, Law, at an appear for against us release all.

Lester Clark

vs

Calvin Selkner

by the un process in favor of the tiff's petiti Hundred appearing that judg costs of this right to aff any execut June 9<sup>th</sup> Lester Clark

Entry.

No. 5334

Calvin Selkner Record of the and now and serv and by vic from said tion, the s recover of s -lessed to b interest to by virtue of of appeal.

Plea Pleas begun in and fo

before me, this 9th day of June A.D. 1887.

John L. Burgner, Clerk of Court, Union Co. O.  
Ostrander, September 8th 1885.

\$225.00

On the First day of October 1886, I promise to pay E. S. Clark or Bearer Two Hundred and Twenty five Dollars, 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 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.

Calvin Selkner, Seal

Lester Clark, Plaintiff.

In Court of Common Pleas,  
Union County, ss.

vs  
Calvin Selkner, Defendant. Defendant's Answer.

And now come Calvin Selkner the above named Defendant, by the undersigned his Attorney, and waives the issuing and service of process in this case, and consents that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant, for the sum of Two Hundred and Fifty Two Dollars and Thirty seven Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against 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.

June 9th, A.D. 1887.

John L. Porter, Atty for Deft.

Lester Clark.

Entry.

Entry.

Calvin Selkner vs  
This day came the Plaintiff by his Attorneys, and thereupon came John L. Porter one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said 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 \$252.<sup>37</sup>/<sub>100</sub>. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$252.<sup>37</sup>/<sub>100</sub> 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.  
Ray 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 Sixth Judicial District.

ial District of the State of Ohio, on the 16 day of May, in the year of our Lord one thousand eight hundred and eighty seven. Heretofore, to wit, on the 28 day of Jan. A.D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

John J. Governor, Plaintiff.

Against

Samantha A. Fry and Samuel H. Fry Defendants

in the Court of Common Pleas of Union County, Ohio.

Petition.

Petition

No. 5248

The plaintiff says:

I First Cause of Action: The defendant Samantha A. Fry is indebted to the plaintiff, in the sum of Two hundred and seventy nine and <sup>8</sup>/<sub>100</sub> dollars with interest at six per cent, thereon from October 12<sup>th</sup> 1886, on a certain promissory note of which the following is a copy:

\$400<sup>00</sup>

Maysville Ohio, Sept. 28<sup>th</sup> 1885.

One year after date I promise to pay to the order of H. H. Day Four hundred dollars with 6% interest from date. For value received.

Mrs. S. A. Fry

Indorsed: "H. H. Day" "July 28-1886, One Hundred and Thirty six Dollars paid on this note." "Oct. 12 1886, seven Dollars paid on this note."

There are no other credits or indorsements thereon. Plaintiff is now the legal owner and holder of said note, by purchase from said H. H. Day, before due and for a full, fair and valuable consideration.

II Second Cause of Action: At the time of the making and delivery of said note, to wit: September 28<sup>th</sup> 1885 and to secure the payment of the same the said defendants executed and delivered to said H. H. Day their mortgage deed, and thereby conveyed to said H. H. Day, his heirs or assigns, the following described property, to wit: Situated in the Village of Maysville, County of Union and State of Ohio, being the undivided one-fifth of the following premises: In Lot number twenty six (No. 26) in said Village as shown by the recorded plat of said Village to which reference is hereby made for a more definite description. Also Lots Nos. 20 and 24 (Twenty and twenty four) of the sub-division of the Sturatt farm as shown by deed recorded in Volume 17 pages 562 and 563 of the Union Co. O. Deed Records, from J. A. Sturatt to John Cassil, to which deed and the plat of said lots and farm reference is hereby made for a more definite description thereof. Said two lots are described as follows: Beginning at a stake in the north-east corner of Lot No. 14 in the east line of said Sturatt farm, thence N. 87° W. with the line of lots Nos. 14, 15, 16, 17, 18, 19 and 23 - 62 poles to a stake in the east line of land formerly owned by A. L. Skinner, and afterward by John Guthrie. Thence N. 83° W. with the said Guthrie's line 26 poles to a stake, south-west corner to Lot No. 25. Thence S. 89° E. with the line of lots No. 25 and 21 - 62 poles to a stake in the east line of said Sturatt farm. Thence N. 8° W. with the line of lots No. 21 and 22 to the center of Mill-creek, and being 43 poles, thence down said creek with the meanders thereof to the north-west corner of a lot sold to William B. Malin by D. D. Welsh and W. E. Lee, thence southerly with the line of said lot to the south-west corner thereof, thence S 1° W with the west line of the lots laid out by D. D. Welsh and W. E. Lee, the south-west corner of Lot No. 17 in D. D. Welsh's addition to the town of Maysville, thence N. 89° W. to the place of beginning, containing thirteen and one-half acres, being subject to all the streets which are laid down on said plat, and excepting therefrom a tract of land conveyed by Robert Snodgrass and wife to

This note is secured by mortgage on real estate, and is a personal property.

D. S. Klemm said Sam... the above men... should beco... in full for... cord with... at 7 1/2 o'clock... mortgages... said mortg... fair and... gage and... mortgage a... "For val... and intere... day of Octob... "This a...

The s... said Mrs... The s... said "Harr... one and th... is due an... hundred... thereon fr... Samantth... and 700... 1886. Tha... sold and... ness, and f...

The State... County of... sworn an... as affiant...

in my p... Ohio for th... according... claimed...

after... monswas... The State... Union Co... Fry the

Pracipe.

No. 5248

D. S. Clement." Said mortgage was conditioned in substance that if the said Samantha A. Fry should pay or cause to be paid to the said H. H. Day the above mentioned promissory note with the interest thereon when the same should become due, then said mortgage to be void, otherwise to be and remain in full force and virtue in law forever. Said mortgage was duly filed for record with the recorder of Union County, Ohio, on the 3<sup>rd</sup> day of October A.D. 1885 at 7 1/2 o'clock A.M. and was duly recorded in Volume 22 pages 330 and 331 of the mortgages records of Union County, Ohio. On the 3<sup>rd</sup> day of October A.D. 1885, said mortgage was duly assigned and transferred to plaintiff for a full, fair and valuable consideration, which assignment is written on said mortgage and duly entered of record on the margin of the original record of said mortgage and is in the words and figures following, to wit:

"For value received I hereby sell, assign and transfer all my right, title and interest in and to the within mortgage to John F. Gaverner this 3<sup>rd</sup> day of October A.D. 1885. Harry H. Day"

This assignment recorded October 8<sup>th</sup> 1885. Geo. Jordan, Recorder.  
By D. J. Elliott, Deft."

The said "Samantha A. Fry" who executed said mortgage and the said "Mrs. S. A. Fry" who signed said note are one and the same person. The said "H. H. Day" named in said note and mortgage and the said "Harry H. Day" who signed the assignment on said mortgage are one and the same person. Said mortgage has become absolute, there is due and remaining unpaid upon said indebtedness the sum of two hundred and seventy nine and 00/100 dollars with six per cent. interest thereon from October 12<sup>th</sup> 1886. Plaintiff asks judgment against said Samantha A. Fry for said sum of two hundred and seventy nine and 00/100 dollars with six per cent. interest thereon from October 12<sup>th</sup> 1886. That said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof applied to the payment of said indebtedness, and for such other and further relief as he may be entitled to.

Brodrick & Mc Campbell, Attorneys for Plaintiff.

The State of Ohio,  
County of Union, ss. John F. Gaverner, the plaintiff, being first duly sworn makes oath that the facts stated in the foregoing petition are, as affiant believes true.  
John F. Gaverner.

Sworn to by said John F. Gaverner before me and signed by him in my presence this 28<sup>th</sup> day of January A.D. 1887.  
John L. Bingham, Clerk.

Præcipe. To the Clerk: Issue summonses to the sheriff of Union County, Ohio, for the defendants Samantha A. Fry and Samuel C. Fry, returnable according to law. Indorse: "Judgment of foreclosure of mortgage amount claimed, \$279.00 of int. from October 12<sup>th</sup> 1886."  
No. 5248 Brodrick & Mc Campbell, Attorneys for Plaintiff.

Afterward, on the 27<sup>th</sup> day of January 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 Samantha A. Fry and Samuel C. Fry that they have been sued by John F. Gaverner in the Court of

the Court of Common Pleas of Union County, and that unless they answer by the 26<sup>th</sup> 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 7<sup>th</sup> day of Feb. A.D. 1887. Witness my hand and the seal of said Court, this 27<sup>th</sup> day of January A.D. 1887.

[Seal] J. L. Burger, Clerk.

Endorsed: In action for foreclosure of mortgage, Amount claimed \$279.81 60¢ int. from Oct. 12, 1886. Brodrick & Mc. Campbell, Plaintiff's atty. Said Writ returned and filed February 19<sup>th</sup> 1887, endorsed as follows, to wit:

Sherriff's Return No. 5248

The State of Ohio, Union County ss. Received this Writ Jan'y 27 A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 3<sup>rd</sup> day of Feb'y. A.D. 1887, I served the same by handing a true copy of this summons with the endorsements thereon to the within named Samantha A. Fry and by leaving a true copy of the same at the usual place of residence of the within named Samuel S. Fry. Service 45 Mileage 10 Copy 40 Total 1.01 M. Hopkins, Sher.

Afterward, on the 2<sup>nd</sup> day of Mar. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Journal Entry No. 5248

In Court of Common Pleas Union County, I.C. Case No. 5248  
 Samantha A. Fry and Samuel S. Fry, Defts. vs. John F. Governor, Plff.  
 Now comes the Plaintiff by his attorneys, and the Defendants being in default for answer and answer, the Court find that the allegations of the petition are confessed by them to be true, and that said Samantha A. Fry, defendant is indebted to plaintiff on the note set forth in Plaintiff's Petition, in the sum of \$285<sup>00</sup>/<sub>100</sub>. It is therefore considered by the Court that said Plaintiff recover from said Defendant the said sum of \$285<sup>00</sup>/<sub>100</sub> with interest thereon at 6% from Feb'y 21<sup>st</sup> 1887, and his costs herein expended, taxed at \$<sup>00</sup>/<sub>100</sub>. The Court further find that in order to secure the payment of said note said defendants Samantha A. Fry and Samuel S. Fry, her husband, executed and delivered to one H. H. Day, the premises therein described: That said mortgage was duly recorded in Book 22 Pages 330 & 331 of the records of mortgages of Union County, Ohio and is the first and best lien on the premises described in the petition. The Court further find that said plaintiff, John F. Governor, is the legal owner and holder of said mortgage by assignment from said H. H. Day. The Court further find that the condition of release in said mortgage has been broken, and that the said plaintiff is thereby entitled to have said defendant's equity of redemption foreclosed. It is therefore considered and decreed that unless the said Defendants shall from the entry of this decree within five days from the entry of this decree pay or cause to be paid to the clerk of this Court the costs in this case, and to the Plaintiff the sum of \$285<sup>00</sup>/<sub>100</sub> with interest at 6% from Feb'y. 21<sup>st</sup> 1887, according to the terms of said mortgage deed, the Defendants equity of redemption be

foreclosed, a for to the execution, a

alter was issued The State of Union County Where in and for John F. Governor John F. Governor Samantha A. Fry 26 dollars, and there Samantha A. Fry A.D. 1887, for and 1887, at the the costs of same, thir ing him and execu se: and w said sum of said, proceed, an lands are County of being the number to plat of said description subdivided pages 562 John Bass -ence is he Lots are de corner of S W. with the the east lo ward by 26 poles, to line of Lot ratt farm Mill Creek ders there by D. D. We Lot to the

foreclosed, and said premises shall be sold, and an order of sale shall there-  
 for 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 25<sup>th</sup> day of March A. D. 1887, 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 - Breiting:

Order of Sale  
 No. 5248 Whereas, at a term of the Court of Common Pleas held at Mansville,  
 in and for said County, on the 2<sup>nd</sup> day of March A. D. 1887, in the cause of  
 John E. Gwerner Plaintiff, and Samantha A. Fry et al. Defendants, said  
 John E. Gwerner obtained a judgment or decree against the said Sa-  
 mantha A. Fry for the sum of two hundred and eighty five and  $\frac{00}{100}$   
 Dollars, and  $\frac{100}{100}$  Dollars costs of suit: and whereas, it was then  
 and there by said Court ordered, adjudged and decreed, that the said  
 Samantha A. Fry shall within 5 days from the 2<sup>nd</sup> day of March,  
 A. D. 1887, pay unto the said John E. Gwerner the said sum of two hun-  
 dred and eighty five and  $\frac{00}{100}$  Dollars with interest from 21<sup>st</sup> day of Feb. A. D.  
 1887, 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 command-  
 ing him to proceed according to the statute regulating judgments  
 and executions at law, to sell the real estate described in Plaintiff's petition,  
 &c: and whereas, the five days aforesaid have fully expired, and the  
 said sum of \$285<sup>00</sup> 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 Mansville  
 County of Union and State of Ohio, bounded and described as follows:  
 being the undivided one fifth of the following premises to wit: In Lot  
 number twenty six (No. 26) in said village as shown by the recorded  
 plat of said village to which reference is hereby made for a more definite  
 description. Also Lots Nos 20 and 24 (twenty and twenty four) of the  
 subdivision of the Sturatt farm as shown by deed recorded in Vol. 17  
 pages 562 and 563 of the Union Co. O. deed records, from J. A. Sturatt to  
 John Cassill, to which deed and the plats of said Lots and farm refer-  
 ence is hereby made for a more definite description thereof. Said two  
 Lots are described as follows: Beginning at a stake in the North East  
 corner of Lot No. 14 in the east line of said Sturatt farm, thence N. 89°  
 W. with the line of Lots Nos. 14, 15, 16, 17, 18, 19, and 23 - 62 poles to a stake in  
 the east line of land formerly owned by A. S. Skinner and after-  
 ward by John Guthrie. Thence N. 8° 30' W. with the said Guthrie's line  
 26 poles to a stake southwest corner to Lot No. 25. Thence S. 89° E. with the  
 line of Lots Nos. 25 and 21 - 62 poles to a stake in the east line of said Sturatt  
 farm. Thence N. 8° W. with the line of Lots Nos. 21 + 22 to the center of  
 Mill Creek and being 43 poles. Thence down said creek with the main  
 axis thereof to the Northwest corner of a lot sold to William C. Malin  
 by D. D. Welsh and W<sup>m</sup> E. Lee. Thence southerly with the line of said  
 Lot to the southwest corner thereof. Thence S. 1° W. with the west line of

The lots laid out by D. D. Welsh and Wm. E. Lee. The southwest corner of Lot No. 17 in D. D. Welsh's addition to the town of Marysville. Thence N. 89° W. to the place of the beginning containing (1 1/2 acres) thirteen and one-half acres, being subject to all the streets which are laid down on said plot and excepting therefrom a tract of land conveyed by Robert Goodpass and wife to J. S. Clement.

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 25<sup>th</sup> day of March A.D. 1887.  
J. L. Burgner, Clerk.

Sherriff's Return

The State of Ohio.

Sherriff's Return  
Union County, ss. In obedience to the command of the Order of Sale hereto annexed, I did on the 26<sup>th</sup> day of March 1887, summon George W. Court, E. L. Price and J. S. 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 26 day of March, A.D. 1887, 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 <sup>1<sup>st</sup> described lot \$170.00</sup> \$125.00. A certified copy of said appraisal, I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 30 day of March 1887, 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 30<sup>th</sup> day of April A.D. 1887 at o'clock <sup>of said day</sup>. 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 30<sup>th</sup> day of said lands and tenements at public sale, and there and there came Minerva Buxton who bid for the one fifth interest in the 1<sup>st</sup> described tract one hundred Dollars and A. S. Mowry who bid for the one fifth interest in second described tract the sum of one hundred and twenty five Dollars and said sums being more than two thirds of the appraised value thereof and said Minerva Buxton and A. S. Mowry being the highest and best bidders therefor, I then and there publicly sold and struck off said lands and tenements to them for said sum of two hundred & twenty five Dollars. Service 30 Swearing Appraisers 1.25 Writing Appraisal 30 Copy of Appraisal 30 Notice to Printer 30 Mileage 16 Poundage 3.75 Total 76.31 Appraisers' Fees 30.00 Printers' Fees 22.00 Total 134.31  
M. Hopkins, Sherriff.

John J. Gw  
vs  
Samantha  
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Marysville  
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Proof of Publication  
No. 5248  
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Afterward, on the 17 day of May A.D. 1887, the following Proof of Publication was filed with the clerk of said Court, to-wit:  
Sherriff's Sale  
Court of Common Pleas, Union County, O.

Entry. After  
made on b  
John  
No. 5248



John T. Governor

Order of Sale.

vs  
Samantha A. Fry. By virtue of the above stated writ to me directed from the Court of Common Pleas of Marion County Ohio, I will offer at public sale at the north door of the Court House, in Marysville, Ohio, on Saturday, April 30, 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 village of Marysville, county of Marion and State of Ohio, and bounded and described as follows: Being the undivided one fifth of the following premises to-wit: In lot number twenty six (26) in said village, as shown by the recorded plat of said village to which reference is hereby made for a more definite description. Also lots Nos. 26 and 24 (twenty and twenty four) of the subdivision of the Stirratt farm as shown by deed recorded in vol. 17, pages 562 and 563 of the Marion County, Ohio, Deed Records, from J.A. Stirratt to John Bassil, to which deed and the plats of said lots and farm reference is hereby made for a more definite description thereof.

Said two lots are described as follows: Beginning at a stake in the northeast corner of lot No. 14 in the east line of said Stirratt's farm; thence north 89° west with the line of lots Nos. 14, 15, 16, 17, 18, 19 and 23, 62 poles to a stone in the east line of land formerly owned by A. J. Skinner and afterwards by John Guthrie; thence north 8° 30' west with the said Guthrie's line twenty six poles to a stake southwest corner to lot No. 25; thence south 89° east with the line of lots Nos. 25 and 21, 62 poles to a stake in the east line of said Stirratt farm; thence north 8° west with the line of lots Nos. 21 and 22 to the center of Mill creek, and being 43 poles; thence down said creek with the meanderings thereof to the northwest corner of a lot sold to William C. Malin by D. D. Welch and William E. Lee; thence southerly with the line of said lot to the southwest corner thereof; thence south 1° west with the west line of the lots laid out by D. D. Welch and William E. Lee, the southwest corner of lot No. 17 in Welch's addition to the same of Marysville; thence north 89° west to the place of beginning, containing thirteen and one-half (13 1/2) acres, being subject to all the streets which are laid down on said plat, and excepting therefrom a tract of land conveyed by Robert Snodgrass and wife to D. S. Clement. One fifth interest in first described lot appraised at \$150.00. One fifth interest in second described tract appraised at \$125.00. Terms of Sale. Cash.

Marion Hopkins, Sheriff of Marion County.

Brodrick & Mc Campbell, Attorneys.

March 30, 1887 - p. f. 22.00

Proof of Publication.

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 March 30, 1887.

No. 5248

W. O. Shearer.

Chosen to and subscribed before me, this 17 day of May 1887.  
J. I. Burgner, Clerk.

Entry.

Afterward on the 26 day of May A. D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

No. 5248

John T. Governor vs Samantha A. Fry et al.

On motion of the plaintiff, and on his producing the return of the sheriff, of the sale made under the former order of this court; and the court on careful examination of the proceedings of the said sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this court, it is ordered that the said proceedings and sale be, and they are hereby, approved and confirmed. And it is further ordered that the said sheriff convey to Minerva Burston assignee of the purchaser John J. Goveater, the first described tract of land and to the purchaser Andrew S. Mowry the purchaser of the second described tract of land, by deed in fee simple, the lands and tenements so sold; and the said purchasers are hereby subrogated to all the rights of said plaintiff, as lien-holder, in said premises, so far as it may be paid herein, for the protection of his title. And the court coming now to distribute the proceeds of said sale, amounting to \$225, it is ordered that the sheriff, out of the money in his hands, pay - 1<sup>st</sup> The costs of this action, taxed at \$ 2<sup>nd</sup> To said plaintiff the remainder thereof \$ to apply on said plaintiff's claim, leaving a balance due plaintiff of \$ for which execution is awarded.

Attest. John I. Burquer, Clerk.  
By Nellie Roney, Deputy.

Pleas before the Honor. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 15<sup>th</sup> day of Jan. A. D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Citation  
David Mulford et als. plff. } Court of Common Pleas, Union County Ohio.  
vs } Petition.  
Edward Stubblefield et als. }  
No. 5238 Abbot B. Bailey, Christian Dorer & Maggie E. Price say that John Sinclair on the 2<sup>nd</sup> day of March 1854 conveyed to John St. Robinson in fee with covenants of Warranty all of survey of land No. 9901 + 10780 in the said County of Union - That said Sinclair had obtained a deed of said land from James Taylor on the 11<sup>th</sup> of January 1840 - That James Taylor held said land in fee simple by a deed from Levi Phelps Auditor of said County of Union executed to him March 15, 1833 conveying the same to him said land in fee by virtue of the law of Ohio passed March 14 1831 for the sale of forfeited lands & the acts amendatory thereof dated Feb. 6, 1832, said Survey having been forfeited to the state for non payment of taxes & so sold in consideration of \$250 paid by which the legal title to said land passed to said Taylor under said laws. That said Sinclair ever since & those holding under him have paid the taxes on said lands & said Robinson & those under him have held possession of said lands ever since said conveyance to him - That said David Mulford obtained all the title of said John St. Robinson by regular chain of title deeds to the West third of said survey of land and took possession of the same & has sold a part thereof to said Nathan Martin, Christian Dorer, Abbot

B. Bailey + M. of the parts. Use to do so. That in claimants lease of all of sons who have say they have it is not by assert their requested by But also if so requested they had not released reason plain the title of Edward A. field - Also known heir late of Mc Le of Elizabeth Edmond. Stubblefield children & a son who ward, John ward Hard ard King, children of Mary L. more Mary any of the ab make deler Stubblefield not know to over the Clerk scarcely pa Robert's far nois but the mostly in to plff. Ed. post office was the ad The pl ants prep ing the pl that other

B. Bailey + Mary J. Phelps, who has sold to Maggie E. Price who are in possession of the parts so sold to them but have not paid the full purchase money & refuse to do so until the cloud hereinafter mentioned shall be removed.

That in order to remove and cloud or claim of title which any of the original claimants might have to said land the said Mulford has obtained the release of all of the said original claimants to said land except the following persons who have of said original claim  $\frac{2}{100}$  percent of said land but plaintiffs say they have in fact no claim or title thereto or interest therein & if they ever had it is lost by reason of said deed & failing to pay the taxes & failure to assert their rights & they say the said defendants or most of them though requested by said Mulford to release their said claim they declined to do so but also refused to make any claim to said land & do not now & have not since so requested by said Mulford made any claim to said land but the fact that they had such original claim as part of the heirs of W. G. Mulford & have not released the same by deed operates as a cloud on said title & for that reason plaintiffs desire and ask a decree against said defendants quieting the title of plaintiffs on said land. The said defendants are as follows viz Edward, Abraham, Wm. John, George W. Jesse, Isaac, Charles & Eve Stubblefield also Anne Lightner, Mary Groves, Francis Murphy and the unknown heirs of Adam Stubblefield children & heirs of Robert Stubblefield late of McLean Co. Illinois deceased, who was a son & one of the heirs at law of Elizabeth Lightfoot Stubblefield dec'd late of Halifax Co. Va. and Simon Edmond, John, Daniel P. Robert M. Egoe, Stephen Richard & Mary Stubblefield Nancy Finlay Francis Sharp & Cassandra Williams children & heirs at law of John Stubblefield dec'd late of Howell Co. Missouri who has also a son and heirs of Elizabeth L. Stubblefield and Edward, John, David, Americus, Martha, Rebecca & Ellen Stubblefield, Edward Harding, Robert & John Strong Albertine Scott, Ezada Locke Richard King and the unknown heirs of Rebecca Stone grand & great grand children of Edward Stubblefield dec'd late of Barry County Missouri and Mary L. Battlet grand daughter of Margaret W. Booth dec'd late of Baltimore Maryland. That plaintiffs have not any knowledge whether any of the above parties have died leaving children or heirs & they therefore make defendants any other persons who may be heirs of Elizabeth Light Stubblefield deceased if any there be. The plaintiffs say that they do not know the residence of any of said defendants but they are so scattered over the United States & own so small fractions of said land that it would scarcely pay expenses of obtaining releases if they were found - Some of them Robert's family resided about six or seven years ago in McLean Co. Illinois but their post office address is unknown to plffs John's family mostly in Caldwell Co. Mo. but their post office address is unknown to plffs Edwards family lived most of them in Barry Co. Mo. but their post office is to plffs unknown except Mc Dowell post office Mo. was the address of some of the family of Edward Stubblefield.

The plaintiffs ask that said defendants be notified as defendants by publication & that a decree may be had against them quieting the plaintiffs title to said land, so far as they are concerned & that other proper relief may be granted.

Robinson & Piper, Atty's for plffs.

The State of Ohio.  
Union County, ss. David Mulford one of the plaintiffs says he believes all the allegations in the foregoing petition are true & that neither of the plaintiffs know the address or residence of said defendants but say they are all nonresidents of the State of Ohio & that service can be had on them only by publication & cannot be by summons & therefore ask that notice shall be given them by publication. D. Mulford.

Sworn to before me & signed in my presence this 15 of Jan'y 1887.  
[Seal] J. D. Burgher Clerk.

Afterward, on the 17 day of May A.D. 1887 the following Proof of Publication was filed with the clerk of said Court, to wit:  
David Mulford et al. Court of Common Pleas Union County Ohio

Edward Stubblefield et al. Edward, Absalom, William C, John George M., Jesse, Isaac, Charles and Eve Stubblefield, Anne Lightner, Mary Croves, Francis Murphy, and the unknown heirs of Adam Stubblefield, children and heirs at law of Robert Stubblefield, late of McLean County, Illinois, deceased, who was a son and one of the heirs at law of Elizabeth Lightfoot Stubblefield, late of Halifax county, Virginia, deceased, and Edward, Simon, John, Daniel P., Robert M., Erno, Stephen, Richard and Mary Stubblefield, Nancy Finlay, Francis Sharp and Cassandra Williams, children and heirs at law of John Stubblefield, late of Caldwell county Missouri, deceased, who was also a son and one of the heirs at law of the aforesaid Elizabeth L Stubblefield; and Edward, John, David Americus, Martha Rebecca and Ellen Stubblefield, Edward Hardway, Robert and John Strong, Albertine Scott, Egada Locke, Richard King and the unknown heirs of Rebecca Stone, grand and great grandchildren of Edward Stubblefield, late of Barry county Missouri, deceased, who was also a son and one of the heirs at law of the aforesaid Elizabeth L Stubblefield; and Mary S. Barrett, granddaughter of Margaret W. Booth, late of Baltimore, Maryland, deceased; and any other of their heirs, if there be any, will take notice that David Mulford and others have filed their petition in said court to quiet title to the west one third (1/3) part of Virginia Military Survey Numbers 9901 and 10780, in said county of Union; alleging that the plaintiffs are the owners of said land, but that a cloud is cast on their title by a pretended claim; that said parties claim an interest of about eight (8) per cent. in said land. Said defendants are required to plead to said petition on or before the 9th day of March, next, or the case will be heard on default.

Robinson & Piper Plaintiffs Attys.  
Printers Fees \$ 18.00

January 19, 1887 - 6205

Proof of Publication

62-5238

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 "Maysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with January 19-1887.

W. O. Steurer.  
Sworn to and subscribed before me this 17 day of May 1887.  
J. D. Burgher Clerk.

Afterward on the Court David Mulford vs. Edward Stubblefield et al. No. 5238 proof of publication but duty of proof. Whereupon the allegations to have the said legal judgment. The part is as such de from ass against the are here by to said the the plain days & in judgment.

Plea Union Pleasville, with sion of the May, on the seven. He petition as Lucy Sch

Petition Simon H Mary Bow is one of their at law the follow ion of which and that dower in George H tenants each entri

Afterward, on the 7<sup>th</sup> day of June A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit: David Mulford et als.

Entry  
No. 4238

vs  
Edward Stubblefield et als. This day came the plaintiffs and made proof of notice to the defendants by publication according to law to the satisfaction of the Court. Whereupon the defendants being in default but duly in Court this cause was submitted to the Court on the petition & proof by witnesses & the Records offered in evidence by plaintiffs. Whereupon the Court being fully advised in the premises do find the allegations of the petition to be true & that plaintiffs are entitled to have their possession & title in said land in said petition described legally quieted. It is therefore considered, ordered and adjudged by the Court that the said defendants release by deed in five days their entire interest in said lands to the plaintiffs, each for the part in his possession and in default thereof this decree operate as such deed of release & that the said defendants be forever enjoined from asserting or attempting to assert claim to said lands as against the plaintiffs, & their assigns & that plaintiffs be and they are here by the decree of said Court quieted in their possession & title to said land each for the part in his possession & the Court order the plaintiffs to pay the costs of this proceeding taxed to \$ in ten days & in default thereof that same be collected by execution as upon judgments at law.

Attest, John I. Burgauer, Clerk,  
By Nellie Conroy, 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 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit; on the 16<sup>th</sup> day of April A.D. 1887 the following petition was filed with the Clerk of said Court, to wit:

Petition  
No. 5299

Lucy Schmelzer, Plaintiff,  
vs  
Simon Hall, George Hall, Frank Hall,  
Mary Powers, Josie Hall, Sarah J. Hall, Delts.  
Court of Common Pleas  
Union Co. Ohio.  
Petition for Partition.  
The Plaintiff avers she is one of the heirs of the late William Hall deceased and that as such heir at law she is the owner in fee of the undivided one sixth part of the following described Real Estate, situate in said county of Union of which said William Hall died seized - to wit (see 3<sup>rd</sup> page) and that Sarah J. Hall widow of said William Hall is entitled to dower in said premises - and that the defendants, Simon Hall, George Hall, Frank Hall, Josie Hall, and Mary Powers, are each tenants in common, with the Plaintiff in said premises and each entitled to one sixth part thereof subject to the dower interest

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of the said Sarah J. Hall. Wherefore Plaintiff prays that partition of said premises be made by order of the Court, that said dower be assigned and that the Plaintiff may have her said interest in said premises set off and assigned to her in severalty - or that in case that said partition can not be made without manifest injury to said estate then that said premises be ordered to be sold as the statutes direct. P. R. Kerr, Atty. for Plaintiff.

State of Ohio,  
Union County, ss. Lucy Schmelzer the Plaintiff being sworn says the statements in the foregoing petition are true as she verily believes  
Lucy Schmelzer.

Sworn to before me and subscribed in my presence this 14<sup>th</sup> day of April 1887. O. B. Mathers, Notary Public

Description of land.

Situate in the county of Union and State of Ohio and in Survey No. 1913 beginning at a stone in the center of the old Bellefontaine road, at the South west corner of Tobias Bightler's land; thence with the center of said road N. 72 1/2° W. 754 poles to a stone & bricks at the center of the crossing of said road & the Lusher road & southwest corner of John Burris land; thence with his line and the line of the lines of E. Baker deceased N. 80° 20' east 139 1/2 poles to a stone in the line of Tobias Bightler's land and the S. E. corner of Bakers land; thence with said Bightler's line S. 9° E. 139 1/2 poles to the beginning containing 91 acres - also the following Situate in Union County & State of Ohio in Survey 1913 Beginning at a stake in Tobias Bightler's line & the present N. E. corner of Wm. Hall's land; thence with his line S. 80 1/2° W. 78 poles to a stake & stone corner of John Burris land; thence with his line N. 80 1/2° W. 20 1/2 poles to the corner of Matthias Douly's land, thence N. 80 1/2° E. 78 poles with Douly's line to a stake in another of his corners; thence with the Bightler line S. 8° 40' E. 20 1/2 poles to the beginning containing 10 acres also the following Situate in said county and Survey 1913 commencing at a stake near a sugar in the line between Wm. Hall & Susan Little and in the South west corner of Susan Little's land; thence with one of said Hall's lines S. 8 1/2° East 20 1/2 poles to a stone, corner to said William Hall's land; thence with another of his lines S. 8 1/2° W. 61 1/2 poles to the center of a road; thence with the center of said road N. 8 1/2° W. 20 1/2 poles to a stake, thence N. 8 1/2° E. 61 1/2 poles to the beginning containing 7 1/2 acres - also the following Situate in same county & survey 1913 Beginning at a stake or stone in the center of the road in the north line of said survey and corner to the John Douly farm; thence with the line of said Douly's and Tobias Bightler's land S. 8° 40' E. 109 poles to a stake; thence S. 80 1/2° West 78 poles to a stake in John Burris line; thence with said Burris line, and the S. Smith line N. 8° 40' W. 110 1/2 poles to a stone in said road; thence with the center of said road to the Beginning, containing 52 1/2 acres.

The Clerk will issue summonses to sheriff of Union Co. for the defendants and endorse thereon action to partition lands.  
P. R. Kerr Atty. for Plaintiff

Receipt

Summons

No. 5299

Sheriff's Return

No. 5299

Entry

No. 5299

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Afterward, on the 16<sup>th</sup> day of April, A.D. 1887, the following summons was issued by the Clerk of said Court, to wit:

Summons  
No. 5297

The State of Ohio,  
Union County, ss: } To the Sheriff of the County of Union Shewing:  
We command you to notify ~~Simon~~ Simon Hall, George Hall, Frank Hall, Josie Hall, Mary Powers and Sarah J. Hall, that they have been sued by Lucy Schmelzer in the Court of Common Pleas of Union County, and that unless they answer by the 14<sup>th</sup> day of May, 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 25<sup>th</sup> day of April, A.D. 1887. Witness my hand and the seal of said Court, this 16<sup>th</sup> day of April, A.D. 1887.  
J. L. Burque Clerk.

Sherriff's Return  
No. 5297

Endorsed: In action for partition of lands. P. R. Kerr, Plaintiff's Atty.  
Said Writ returned and filed April 23<sup>rd</sup> 1887, endorsed as follows, to wit:  
The State of Ohio, } Sherriff's Return.  
Union County, ss } Received this Writ April 16<sup>th</sup> A.D. 1887, at 2 o'clock P.M. and pursuant to its command on the 20<sup>th</sup> day of April, A.D. 1887 I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendants Simon Hall and Josie Hall and by leaving a true copy with the endorsements thereon at the usual place of residence of the within named defendants, George Hall Frank Hall, Mary Powers and Sarah J. Hall. Service 105  
Mileage 1.12 Copy 1.20 Total \$3.37 Marion Hopkins, Sheriff.

Entry  
No. 5297

Afterward, on the 25<sup>th</sup> day of May, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:  
Lucy Schmelzer vs Simon Hall et al. This day came the plaintiff by her Attorney and this cause coming on to be heard upon the petition and the evidence, the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition and that they are in default for answer and demurrer; and that the said petition is thereby confessed by them to be true. Thereupon the Court find that the said Sarah J. Hall, widow, is entitled to dower in the premises described in the petition, and that subject thereto, the said plaintiff Lucy Schmelzer is seized of and has a legal right to the undivided one sixth part of the estate described in the petition and is entitled to have partition made of said premises; that the said defendants Simon Hall, George Hall, Frank Hall, Mary Powers, and Josie Hall are tenants, in common with the plaintiff in said premises and are each seized of the undivided one 6<sup>th</sup> part thereof and no reason appearing why partition should not be made. It is therefore ordered, adjudged and decreed that the said Sarah J. Hall be endowed of one full equal third part of said premises and that subject thereto partition of said estate be made and that an order issue to the Sheriff of said County of Union commanding him that by the oaths of George W. Wilber, James A. Henderson and John T. Moore three judicious and disinterested free holders of the

vicinity who are not of kin to either party and who are hereby appointed commissioners for that purpose he set off and assign such dower to the said Sarah J. Hall according to law and that by the like oaths of the said named commissioners he cause to be set off and divided to the said plaintiff and to each of the said defendants the part and proportion of 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 manifest injury to the value thereof, they appraise the same both subject to, and also free from the dower of the said Sarah J. Hall. And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

Afterward, on the 26 day of May A.D. 1887, the following Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition No. 5299

State of Ohio.  
 Union County, s.s. To the Sheriff of said County - Greeting,  
 We command you, that without delay, by the oaths of James A. Henderson and John E. Moore William M. Mannis you cause to be assigned to Sarah J. Hall widow of William Hall late of said County, deceased, one full equal third part of the Real Estate hereinafter described, and that in like manner, by the oaths of the same men, you cause partition to be made of the following real estate, situate in the County of Union and State of Ohio and in survey No. 1913, Beginning at a stone in the center of the old Bellfontaine Road at the South West corner of Tobias Bightlers land; Thence with the center of said road N. 72 1/2° W. 154 poles to a stone and bricks at the center of the crossing of said road and the Turner road and southwest corner of John Burris land; Thence with his line and the line of the heirs of E. Baker deceased, N. 80° 20' E. 139 1/10 poles to a stone in the line of Tobias Bightlers land and the S.E. corner of Baker's land; Thence with said Bightlers line S. 9° E. 139 1/10 poles to the beginning, containing 91 acres. Also the following - situate in Union County and State of Ohio in Survey 1913 Beginning at a stake in Tobias Bightler's land and in the present N.E. corner of Wm. Halle land; Thence with his line S. 80 1/4° W. 78 poles to a stake & stone corner of John Burris land; Thence with his line N. 80° 40' W. 20 2/3 poles to the corner of Mathias Douleys land; Thence N. 80 1/4° E. 78 poles with Douleys line to a stake in another of his corners. Thence with the Bightler line S. 8° 40' E. 20 2/3 poles to the beginning, containing ~~containing~~ 10 acres. Also the following - situated in said County and survey 1913 commencing at a stake near a sugar in the land between William Hall and Susan Little and in the south west corner of Susan Little's land; Thence with one of said Halle's lines S. 82° E. 20 2/3 poles to a stone corner to said William Halle's land; Thence with another of his lines S. 8 1/2° W. 61 1/2 poles to the center of a road; Thence with the center of said road N. 8 1/2° W. 20 2/3 poles to a stake. Thence N. 8 1/2° E. 61 1/2 poles to the beginning containing 7 1/2 acres - Also the following - Situate in said County and survey 1913 Beginning at a stake or stone in the center of the road in the north line of said Survey and corner to the John Douly farm; Thence with the line of said Douly's and Tobias Bightler's land S. 8° 40' E. 109 poles to a stake; Thence S. 80 1/4° W. 78 poles to a

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stake in John Burris line; Thence with said Burris line and E. Smith line N. 80° 40' W. 110 <sup>100</sup>/<sub>100</sub> poles to a stone in said road; Thence with the center of said road to the beginning, containing 52 <sup>1</sup>/<sub>2</sub> acres.

Subject to said Dower estate, among the persons named herein, and in the following proportions, to wit: To Lucy Schmelzer one sixth part, to Simon Hall one sixth part, to George W. Hall one sixth part, to Frank Hall one sixth part, to Mary Powers one sixth part, to Josie Hall one sixth part, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain civil action, for Partition and Dower, wherein the said Lucy Schmelzer is Plaintiff and Simon Hall et al. 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 the Court of Common Pleas, at the Court House in Marysville, O. this 26<sup>th</sup> day of May A. D. 1887.

[Seal] J. J. Burger, Clerk.

Sheriff's Return

Sheriff's Return

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of W<sup>m</sup> McManis James A. Henderson and John S. Moore causing Dower to be assigned to Sarah J. Hall, deceased, and partition to be made of the premises in said Writ described; which will more fully appear by reference to the report of the said Commissioners, herewith returned. Given under my hand this 30<sup>th</sup> day of May A. D. 1887. Service, 30 Mileage, 64 Executing Writ + Swearing Com. 1.20 Conveying Com. + Report of Com. 600 Total \$8.14

M. Hopkins, Sheriff.

Commissioner's Report

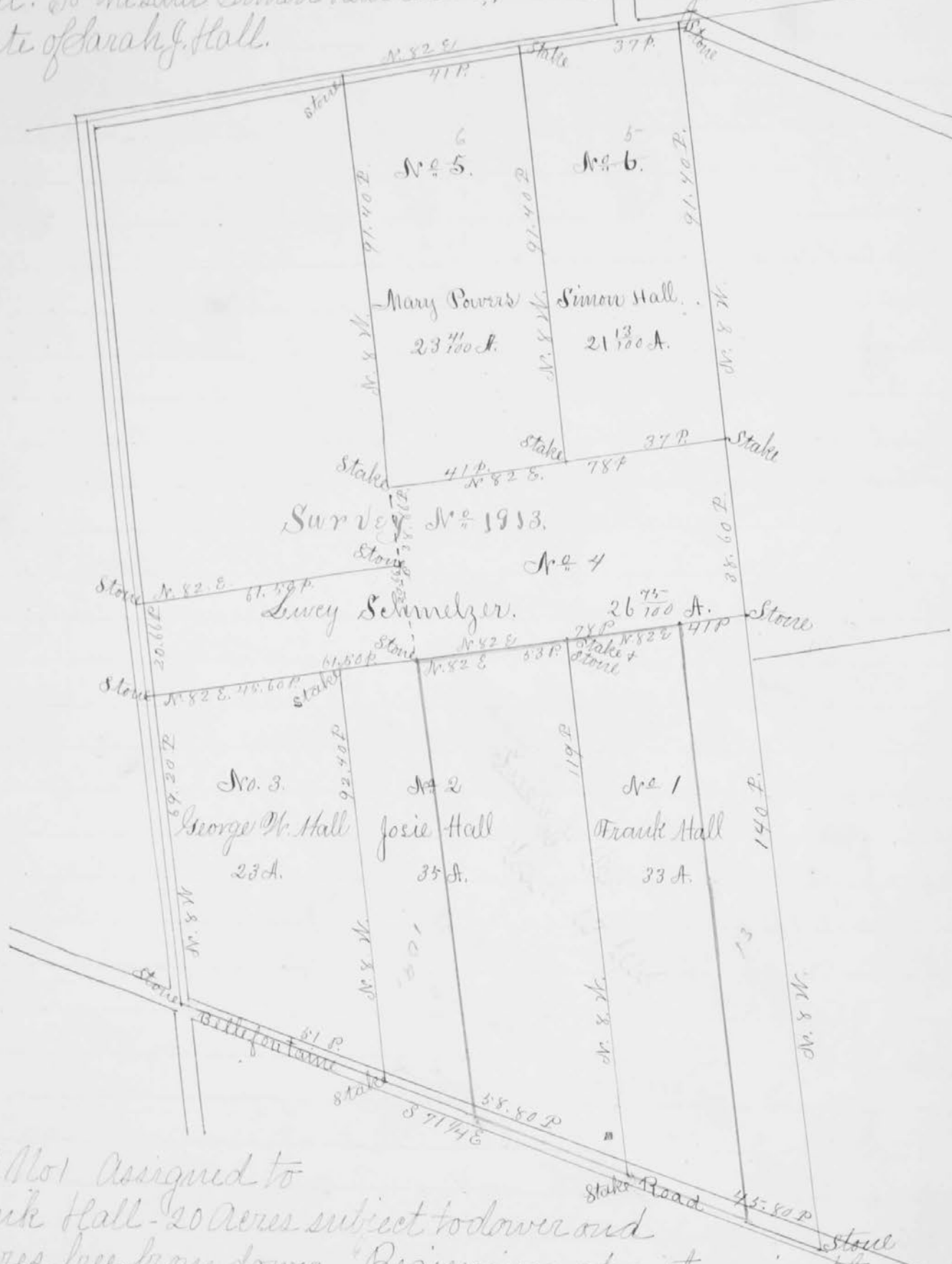
Commissioner's Report

Lucy Schmelzer  
Against  
Simon Hall 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 Sarah J. Hall her Dower estate in said lands, in said partition described, the following tract, to wit: Situate in Union Co. Ohio and part of Survey No. 1913 Beginning at a stake + stone in the Bellefontaine Road corner between the lands of Frank Hall and Josie Hall. Thence with the center of said Road N. 71 <sup>1</sup>/<sub>4</sub> W. 40 <sup>200</sup>/<sub>100</sub> poles to a stake. Thence N. 8° W. 100 <sup>76</sup>/<sub>100</sub> poles to a stake. Thence N. 82° E. 62 <sup>120</sup>/<sub>100</sub> poles to a stake. Thence S. 8° E. 132 <sup>100</sup>/<sub>100</sub> poles to a stake in the center of said Bellefontaine Road. Thence with the same N. 71 <sup>1</sup>/<sub>4</sub> W. 28 <sup>600</sup>/<sub>100</sub> poles to the beginning containing 45 acres more or less and we do make partition of the same, subject to said Dower as follows to wit: To the said Frank Hall Lot No. 1 containing 33 Acres, 20 acres of which is subject to the Dower estate of Sarah J. Hall and 13 Acres free from dower. To the said Josie Hall Lot No. 2 containing 35 acres 25 Acres of which is subject to the Dower estate of Sarah J. Hall and 10 Acres free from dower. To the said George W. Hall Lot No. 3 containing 23 Acres. Free from the Dower estate of Sarah J. Hall. To the said Lucy Schmelzer Lot No. 4 containing 26 <sup>74</sup>/<sub>100</sub> Acres Free from the Dower estate of Sarah J. Hall. To the said Mary

Powers: Lot No. 4 containing  $23\frac{4}{100}$  A. was free from the lower estate of Sarah J. Hall. To the said Simon Hall Lot No. 6 containing  $21\frac{13}{100}$  Acres free from the lower estate of Sarah J. Hall.



Lot No. 1 Assigned to Frank Hall - 20 Acres subject to dower and 13 Acres free from dower. Beginning at a stone in the center of the Bellefontaine Road and South West corner to Tobias Bightler's land. Thence  $N. 8^{\circ} W. 140$  poles with the line of T. Bightler's land and the line of Amos Burris' land to a stone corner to 91 acres of land conveyed by J. W. Robinson to William Hall April 1<sup>st</sup> 1864. Thence with the north line of said land  $S. 82^{\circ} W. 41$  poles to a stake and stone corner to Josie Hall's land. Thence with the east line of said land  $S. 8^{\circ} E. 119$  poles to a stake and stone corner to said land in the center of said Bellefontaine Road. Thence with the center of said Road  $S. 71^{\circ} 15' E. 45\frac{80}{100}$  poles to the beginning containing 33 acres more or less. Part of Virginia Military Survey, No. 1913.

Lot No. 2 Assigned to Josie Hall - 25 Acres subject to dower, and 10 Acres free from dower. Beginning at a stake and stone in the center of the Bellefontaine Road and southwest corner to Frank Hall's land. Thence with the west line of said land  $N. 8^{\circ} W. 119$  poles to a stake and stone corner to said land and in the North line of 91 Acres of land conveyed by J. W. Robinson to William Hall April 1<sup>st</sup> 1864. Thence with said line  $S. 82^{\circ} W. 53$  poles to a stake and stone Northeast corner to George W. Hall's land. Thence with the West line of said land  $S. 8^{\circ} E. 92\frac{70}{100}$  poles to a stake and stone corner to

said land center of said more or less Assigned. in the center Thence with North west Hall April 45<sup>60</sup>/<sub>100</sub> poles Thence with stone corner with the center 23 acres and Lot No. 4 at a stone 91 acres of land Thence with North east Thence with over to Amos Hall and W. mer to said Thence with conveyed. North line land in the said road more or less Lot No. 5 stone No. 1913 east corner land S. 8 the North E. 37 poles Thence with said Amos the beginning Military are - free from with said Josie Hall's land a stake and line of said 119 poles to a line of Josie containing No. 1913. Given

said land in the center of the said Bellefontaine Road Thence with the center of said road S. 71° 75' E. 58<sup>00</sup>/<sub>100</sub> poles to the beginning containing 35<sup>00</sup>/<sub>100</sub> acres more or less Part of Virginia Military Survey No. 1913. Lot No. 3 Assigned to George W. Hall free from dower. Beginning at a stone in the center of the crossing of the Turner Road and the Bellefontaine Road. Thence with the center of said Turner Road N. 8° W. 69<sup>00</sup>/<sub>100</sub> poles to a stone North west corner to 91 acres of land conveyed by J. W. Robinson to William Hall April 1<sup>st</sup> 1864 Thence with the North line of said land N. 82° E. 45<sup>00</sup>/<sub>100</sub> poles to a stake and stone North west corner to Josie Hall's land. Thence with the west line of said land. S. 8° E. 92<sup>00</sup>/<sub>100</sub> poles to a stake and stone corner to said land in the center of said Bellefontaine Road. Thence with the center of said Road N. 71° 75' W. 51 poles to the beginning. containing 23 acres more or less part of Virginia Military Survey No. 1913

Lot No. 4 Assigned to Lucy Schmelzer - free from dower Beginning at a stone in the center of the Turner Road and Northwest corner to 91 acres of land conveyed by J. W. Robinson to William Hall April 1<sup>st</sup> 1864 Thence with the North line of said land N. 82° E. 139<sup>50</sup>/<sub>100</sub> poles to a stone North east corner to said 91 acres of land in the west line of Amos Burris' land. Thence with said line N. 8° W. 38<sup>00</sup>/<sub>100</sub> poles to a stake and stone southeast corner to Simon Hall's land. Thence with the South line of the lands of Simon Hall and Mary Powers S. 82° W. 78 poles to a stake and stone south west corner to said Mary Powers' land in the East line of John Burris' land. Thence with said line S. 8° E. 18 poles to a stone Northeast corner to land conveyed by John Burris to William Hall June 4<sup>th</sup> 1878 Thence with the North line of said land S. 82° W. 61<sup>00</sup>/<sub>100</sub> poles to a stone corner to said land in the center of said Turner Road. Thence with the center of said road S. 8° E. 20<sup>00</sup>/<sub>100</sub> poles to the beginning containing 26<sup>00</sup>/<sub>100</sub> acres more or less. Part of Virginia Military Survey No. 1913.

Lot No. 5 Assigned to Simon Hall - free from dower. Beginning at a stone Northwest corner to Amos Burris' land in the North line of Survey No. 1913 Thence with said line S. 82° W. 37 poles to a stake North east corner to Mary Powers' land. Thence with the east line of said land S. 8° E. 91<sup>00</sup>/<sub>100</sub> poles to a stake and stone corner to said land in the North line of Lucy Schmelzer's land. Thence with said line N. 82° E. 37 poles to a stake and stone corner to said land in the west line of said Amos Burris' land. Thence with said line N. 8° W. 91<sup>00</sup>/<sub>100</sub> poles to the beginning containing 21<sup>00</sup>/<sub>100</sub> acres more or less. Part of Virginia Military Survey No. 1913.

Lot No. 6 Assigned to Mary Powers - free from dower Beginning at a stone Northeast corner to Bath-urine Staley land in the North line of Survey No. 1913. Thence with said line N. 82° E. 41 poles to a stake Northwest corner to Simon Hall's land thence with the west line of said land S. 8° E. 91<sup>00</sup>/<sub>100</sub> poles to a stake and stone southwest corner to said land and in the north line of Lucy Schmelzer's land. Thence with said line S. 82° W. 41 poles to a stake and stone Northwest corner to said land in the east line of John Burris' land. Thence N. 8° W. 91<sup>00</sup>/<sub>100</sub> poles to the beginning containing 23<sup>00</sup>/<sub>100</sub> acres more or less. Part of Virginia Military Survey No. 1913.

Given under our hands, this 30<sup>th</sup> day of May A. D. 1887

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Fees and costs.

William Mc. Mannis Commissioner 3 days 3.00  
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A. S. Mowry Surveyor 3 days 12.00 Same for  
plat calculation + Descriptions 3.00  
J. W. Schumce Chain Carrier 2 days 2.00 W.  
P. Brighter Chain carrier 2 days 2.00 Frank Hall Marker 2 days 50  
George W. Hall Marker 2 days 50 W. W. Lawrence Marker 1 day 50 (Total) 29.50

Afterward, on the 1<sup>st</sup> day of June A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

Lucy Schmelzer

This day this cause came on to be heard, and on motion of the Plaintiff to the Court and upon perusal of the return of the Sheriff and the report of the commissioners heretofore appointed by the Court herein and the same having been examined by the Court and found in all respects to be correct and in conformity to law and the former orders of this Court. The said proceedings and report, are hereby approved and confirmed: It is therefore ordered and decreed that said Sarah J. Hall, have and possess the lands so assigned to her as and for her reasonable dower in the premises described in Plaintiff's petition, and that said Plaintiff Lucy Schmelzer - and the defendants Simon Hall, Geo. W. Hall + Mary Powers have and possess, and hold in severally the parts and premises, so set off and assigned to each respectively, free from dower, and the defendants Frank Hall and Fossie Hall, have and possess and hold the parts and premises, so set off and assigned to each of them respectively subject to said dower of Sarah J. Hall and it is further ordered that the costs of this action including a counsel fee of \$100<sup>00</sup> to P. R. Kerr for services herein taxed at \$ - be paid in the following proportions to wit, By Lucy Schmelzer, Simon Hall, Geo. W. Hall, Frank Hall, Fossie Hall, and Mary Powers each one sixth part thereof and the Platt describing the lands hereby assigned to the several parties hereto, is attached to the report of said Commissioners and made a part thereof.

See Journal 14 Page 352 and Execution Docket S. Page 525-7

Attest. John I. 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 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 5<sup>th</sup> day of Feb. A. D. 1887, the following Petition was filed with the Clerk of said Court to wit:

Petition

Marion Hopkins as Sheriff and Trustee of Annie Hensel, Plaintiff

vs  
E. J. Boe and Jacob S. Boe, Defendants.

In Union Common Pleas, Ohio. Petition. Case No. Petition

No. 5254

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First Cause of Action. The Plaintiff says that Defendants are indebted to him in the sum of Two hundred and Twenty one and  $\frac{84}{100}$  Dollars, with interest thereon at the rate of six per cent from Aug. 7<sup>th</sup> 1885, on a promissory note, of which the following is a copy to wit:

Marionville, O. Aug. 7<sup>th</sup> 1885.

"One year after date I promise to pay Marion Hopkins Sheriff and Trustee for Annie Hensel, the sum of Two hundred and twenty one and  $\frac{84}{100}$  Dollars, for value rec'd. This note secured by mortgage, 6% int.  
(Signed) E. J. Bose, Jacob S. Bose.

There are no credits or indorsements on said note. Plaintiff further says that on the same date of the note set out in his first Cause of action, Defendants executed a second note of which the following is a copy to wit:

Marionville, O. Aug. 7<sup>th</sup> 1885.

"Two years after date I promise to pay Marion Hopkins Sheriff and Trustee for Annie Hensel the sum of Two hundred and twenty one and  $\frac{84}{100}$  Dollars for Value rec'd. This note secured by mortgage, 6% interest.  
(Signed) E. J. Bose, Jacob S. Bose.

Second Cause of Action. At the time of delivering said notes, and to secure the payment of the same, the Defendants duly executed and delivered to Plaintiff their mortgage deed conveying the following described premises, viz: Situate in the Township of Jerome, County of Union, and State of Ohio, Part of W.M. Survey No. 3129, Beginning at a stake at low water mark on the west bank of Big Darby Creek and S.E. Corner of Geo. Bonversis land; Thence with his line S. 23° 30' W. 574 feet to a stone in the center of North Avenue; Thence with the center of said Avenue, S. E. 200 feet to a stone - Thence N. 77° E. 548 feet to a white ash and stone in the bank of Darby's Creek; Thence with the meanderings thereof to the place of beginning, containing three acres and 79 square rods more or less, being the same lands conveyed to said E. J. Bose by the Sheriff of Union County Ohio, pursuant to a sale in partition and a decree of Court of said County. Said mortgage was conditioned, that if said grantor should well and truly pay said notes according to their terms then said mortgage should be void. Said mortgage has become absolute. Plaintiff, therefore, prays Judgment against the said Defendants, on said first note in his said first cause of action set forth, in the sum of Two hundred and twenty one and  $\frac{84}{100}$  Dollars, with interest thereon at the rate of six (6) per centum from Aug. 7<sup>th</sup> 1885; that Defendants equity of Redemption may be foreclosed, said premises sold, and the proceeds applied to the payment of said judgment; and that the balance of said proceeds, if any there be, may be applied to the payments of said second note when the same shall have become due, and for all proper relief.

Brodrick & Mc Campbell Attys for Plaintiff.

The State of Ohio, }  
Union County, ss. } Marion Hopkins, being duly sworn says that the facts stated and allegations made in his foregoing Petition, are, as he verily believes true. Marion Hopkins.

Subscribed and sworn to before me this 5<sup>th</sup> day of Feby. A. D. 1887.  
Seal J. Q. Burgess, Clerk of Court

Prescipe To Clerk: Issue summons to Defendants in above case, directed to Sheriff of Union County, returnable according to law, and indorse Personal Judgment & Foreclosure, Amt Claimed \$221.<sup>84</sup>/<sub>100</sub>, with Int. @ 6% from Aug. 7<sup>th</sup> 1885. Brodrick & Mc. Campbell, Attys. for Plff.

summons. Afterward, on the 5<sup>th</sup> day of Feb. A. D. 1887, the following Summons was issued by the Clerk of said Court, to wit:

No. 5254 The State of Ohio. } To the Sheriff of the County of Union Shewing: Union County, ss: We command you to notify E. J. Boce and Jacob S. Boce that they have been sued by Marion Hopkins as Sheriff and Trustee for Annie Hensel in the Court of Common Pleas of Union County, and that unless they answer by the 5<sup>th</sup> 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 14<sup>th</sup> day of Feb. A. D. 1887. Witness my hand and the seal of said Court, this 5<sup>th</sup> day of Feb. A. D. 1887.

J. I. Burger, Clerk.

Endorsed, In action for foreclosure and personal Judgment, Amt Claimed \$221.<sup>84</sup>/<sub>100</sub> with 6% int. from Aug. 7<sup>th</sup> 1885.

Brodrick & Mc. Campbell, Plaintiffs' Atty.

Sherriff's Return. Said Writ returned & filed Feb. 14<sup>th</sup> 1887, endorsed as follows, to wit: The State of Ohio.

Union County, ss: Received this Writ Feby. 5<sup>th</sup> A. D. 1887, at 2 o'clock P. M. and pursuant to its command, on the 10<sup>th</sup> 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 E. J. Boce and by leaving a true copy with the endorsements thereon at the usual place of residence of the within named Jacob Boce. Service, 45 Mileage 1.72 Copy, 40 Total \$77 M. Hopkins, Sheriff.

Afterward, on the 7<sup>th</sup> day of Mar. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. No. 5254 vs Marion Hopkins, Sheriff &c Plff. In Court of Common Pleas. Union County, Ohio. E. J. Boce and Jacob S. Boce, Defts. Journal Entry.

Now comes the Plaintiff, by his Attorneys, and the Defendants being in default for Answer and Demurrer, the Court find that the allegations of the Petition are confessed by them to be true, and that they are indebted to Plaintiff on the first note set forth in the first cause of Action of said Petition, in the sum of \$242.<sup>84</sup>/<sub>100</sub> with interest thereon at 6% from February 21<sup>st</sup> 1887. It is, therefore considered by the Court that the said Plaintiff recover from the said Defendants, the said sum of \$242.<sup>84</sup>/<sub>100</sub> with interest thereon at 6% from February 21<sup>st</sup> 1887, and his costs herein expended, taxed at \$ The Court further find that in order to secure the payment of said notes, in said petition set forth, said defendants E. J. Boce, and Jacob S. Boce, her husband, executed and delivered to Plaintiff, the mortgage deed in the Petition described, and on the premises therein described: That said mortgage was duly recorded

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Order of Sale No. 5254 Wher in and for of Marion fendant, eree again dred and whereas, it a that the sa day of Ma the said s -est from to and to the and upon Sheriff of li statute rec estate desc aforesaid and costs, You are th sell, as af ed in For ed and d ata stake and S. E. c W. 574 feet center of to a white the mean acres and You, That execution a

in Book page of the Records of Mortgages of Union County, Ohio, and is the first and best lien on the premises described in the petition. The Court further find that the conditions 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 in this case, and to said Plaintiff the sum of \$242<sup>00</sup>/<sub>100</sub>, with interest at 6% from the 21<sup>st</sup> day of February 1887, according to the terms of said mortgage deed, the defendants equity of redemption be foreclosed, that said premises be sold, and that an order of sale shall issue therefor to the sheriff of Union County, directing him to sell the said premises as upon execution and bring the proceeds into Court for further order.

Afterward, on the 15<sup>th</sup> day of March A.D. 1887, 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. 5254

Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 7<sup>th</sup> day of March A.D. 1887, in the cause of Marion Hopkins Sheriff &c Plaintiff, and E. J. and Jacob S. Rose Defendants, said Marion Hopkins Sheriff &c obtained a judgment order against the said E. J. and Jacob S. Rose for the sum of Two Hundred and Forty-two and <sup>32</sup>/<sub>100</sub> Dollars, and <sup>100</sup>/<sub>100</sub> Dollars costs of suit, and whereas, it was then and there by said Court ordered, adjudged and decreed that the said E. J. and Jacob S. Rose shall within five days from the 7<sup>th</sup> day of March, A.D. 1887, pay unto the said Marion Hopkins, Sheriff &c the said sum of Two Hundred and Forty-two and <sup>32</sup>/<sub>100</sub> Dollars with interest from the 21<sup>st</sup> day of Feb'y, A.D. 1887, at the rate of 6 per cent. per annum and to the Clerk of this Court the costs of this action herein, taxed to, and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition, &c; and whereas, the 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 Township of Jerome County of Union and State of Ohio, bounded and described as follows: Part of V. M. Survey No. 5129, Beginning at a stake at low water mark on the West bank of Big Darby Creek, and S. E. corner of Geo. Couverses land: Thence with his line S. 62° 30' W. 574 feet to a stone in the center of North Avenue: Thence with the center of said Avenue S. E. 200 feet to a stone: Thence N. 79° E. 548 feet to a white ash and stone in the bank of Darby Creek: Thence with the meanderings thereof to the place of beginning containing three acres and 79 square rods 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

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above described Real Estate, under the Statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings hereon, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, Ohio, this 15<sup>th</sup> day of March, A.D. 1887.

{ Seal }

J. L. Burgner, Clerk.

Sherriff's Return No. 5254

The State of Ohio, Union County, ss.

Inobedience to the command of the Order of Sale hereto annexed, I did on the 1<sup>st</sup> day of April 1887 summon John Bailey Admitt & W<sup>m</sup> Howard 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 1<sup>st</sup> day of April, A.D. 1887, 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 6<sup>th</sup> day of April 1887, 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 7 day of May 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 7<sup>th</sup> day of May, A.D. 1887, 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 2.00, Writing Appraisal 30, Copy of Appraisal 30, Notice to Printer 30, Mileage 1.92, Total \$6.32, Appraisers Fees 3.00, Printers Fees 13.00 M. Hopkins, Sheriff.

Afterward, on the 15<sup>th</sup> day of May A.D. 1887 the following Proof of Publication was filed with the Clerk of said Court, to wit:

M. Hopkins as Sheriff &c  
vs  
E. J. Boce et al.

Court of Common Pleas, Union County, O.  
On order of Sale. (Doc 1 Page 5254)

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, May 7<sup>th</sup> 1887, 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 Jerome, County of Union and State of Ohio, and bounded and described as follows: Being part of W. M. Surber No. 5129. Beginning at a stake at low water mark on the west bank of Big Darby creek, and southeast corner of George Converse's land: thence with his line south 60° 30' west 574 feet to a stone in the center of North Avenue: thence with the center of said avenue southeast 200 feet to a stone: thence north 79° east 578 feet to a white

Proof of Publication

No. 5254

Order of Sale

No. 5254

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Brodrick The State Union Co a copy of the "Marysville Tribune" of Union, the Sworn Seal

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in Marysville 1887. M. J. Boce and 100 said Court and Jacob into the and forty 1887 and order of sale to proceed executions a-tition, &c: and the same any part -er order of the following offered for Union and W. M. Surber west Bank Converse's land center of a lot 50 x 100 feet to a stone Bank of the place of be or less. At fore comm sell accor law. The under the



ash and stone in the bank of Darby creek; thence with the meanderings thereof to the place of beginning, containing three and 79 square rods, more or less. Appraised at \$900.00 Terms of sale, Cash.

Marion Hopkins, Sheriff, Union County, Ohio.

Brodrick & Mc. Campbell, Attorneys. April 6, 1887 - Feb. 13, 1900

The State of Ohio,  
Union County, s. s. The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with April 6, 1887. W. O. Shearer sworn to and subscribed before me this 17 day of May 1887.

J. L. Burgener, Clerk

Afterward, on the 17 day of May, A. D. 1887, 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 7<sup>th</sup> day of March 1887, Marion Hopkins Sheriff &c obtained a judgment or decree against E. J. and Jacob S. Boe for the sum of two hundred and forty two and  $\frac{32}{100}$  Dollars, and  $\frac{100}{100}$  Dollars, costs of suit; And whereas, it was then and there by said Court ordered, adjudged and decreed that the said E. J. Boe and Jacob S. Boe within five days from the 21<sup>st</sup> day of Feb. A. D. 1887 pay unto the said Marion Hopkins Sheriff &c the said sum of two hundred and forty two and  $\frac{32}{100}$  Dollars, with interest from the 21<sup>st</sup> day of Feb. 1887 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, have fully expired, and the said sum of \$242.  $\frac{32}{100}$  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 15<sup>th</sup> day of March A. D. 1887, the following lands and tenements were appraised, advertised and offered for sale, to-wit: Situate in the township of Jerome, County of Union and State of Ohio, bounded and described as follows Part of V. M. Survey No. 5129, Beginning at a stake at low water mark on the west Bank of Big Darby Creek, and South east corner of Geo. Converse's land; Thence with his line S. 62° 30' W. 574 feet to a stone in the center of north Avenue; Thence with the center of said Avenue S. E. 200 feet to a stone; Thence N. 77° E. 548 feet to a white ash and stone in the Bank of Darby Creek; Thence with the meanderings thereof to the place of beginning, containing three acres and 79 square rods, 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: \$900. <sup>00</sup> and the money

Proof of Publication

No. 5254

Order of Sale

No. 5254

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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 Marion and make return of this order within sixty days from the date thereof. Witness my hand and seal of said Court, at Marysville O. this 17<sup>th</sup> day of May A.D. 1887.

[Seal]

John L. Brugner, Clerk.

Sheriff's

The State of Ohio,

Return

Union County, ss.

No. 5254

In obedience to the command of the order of sale hereto annexed, I did on the 18 day of May, 1887 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 18 day of June A.D. 1887 at 1 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 18<sup>th</sup> day of June 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 W.H. Green who bid for the same the sum of Six hundred Dollars, and said sum being two-thirds of the appraised value thereof, and said W.H. Green being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of six hundred Dollars. Notice to Printer 30 Pounding 4.00 Prototyping check 1.25 Total 40.55 Printer's Fee 13.00 attys Fee 15.00

M. Hopkins, Sheriff.

Afterward, on the 11 day of July A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court, to wit:

M. Hopkins as Sheriff to

Court of Common Pleas, Union County, O.

On Order of Sale. (Doc. 1 Page 5254)

E. J. Boce et al.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, June 18<sup>th</sup>, 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 Jerome, County of Marion and State of Ohio, and bounded and described as follows: Being part of T.M. Survey No. 5129. Beginning at a stake at low water mark on the west bank of Big Darby creek, and southeast corner of George Converse's land; thence with his line south 60° 30' west 574 feet to a stone in the center of North Avenue; thence with the center of said Avenue southeast 200 feet to a stone; thence north 79° east 548 feet to a white ash and stone in the bank of Darby Creek; thence with the meanderings thereof to the place of beginning, containing three and 79 square rods, more or less. Appraised at 700.00 Terms of Sale, Cash.

Marion Hopkins, Sheriff Union County, Ohio.

Brodrick & Mc. Campbell Attorneys

May 18, 1887. - ff. 13.00

Proof of Publication

The State of Ohio,

Union County, ss.

No. 5254

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

[Seal]

After

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M. Hopkins

Entry

No. 5254

vs E. J. Boce et al. motion of the on his pro Examinat in conform end and on approved a cted to cou chaser W.H. of said sac the sheriff ion, court 2<sup>nd</sup> To the To Brodrick 4<sup>th</sup> To the with the m. \$247.<sup>05</sup> and scribed av and 5<sup>th</sup> To

Petition

No. 5254

Plea Pleas, beg within and Judicial D our Lord, o writ, on the Clerk of sa James K. vs William J. Mary J. Ch Kate John & R. B. Walli Johnson & James K. J County Dec

County of Union, the first publication beginning with May 18, 1887.

Sworn to and subscribed before me, this 11 day of July 1887.  
[Seal] W. O. Cheever.  
J. L. Burgner, Clerk.

Afterward, on the 11. day of July A.D. 1887. the following Entry was made on the Journal by the clerk of said Court, to wit:

Entry. No. 5254	M. Hopkins, Sheriff &c vs E. J. Boese et al.	No. 5254 Entry. This day this cause came on for hearing on motion of the plaintiff to confirm the sale heretofore made herein, and on his producing the return of the sheriff of said sale, and the Court on Examination thereof finding that said sale has been made in all respects in conformity to law, and the former order of this Court, it is therefore considered and ordered by said Court that said sale be, and the same hereby is approved and confirmed and said Sheriff is ordered by deed duly executed to convey said premises, described in plaintiff's petition to the purchaser W. H. Steen. And the Court coming now to distribute the proceeds of said sale amounting to six hundred Dollars, it is ordered that the sheriff out of the money in his hands pay: 1 <sup>st</sup> To the Treasurer of Union County, Ohio, the taxes due on said land, amounting to \$ 2 <sup>nd</sup> To the Clerk of this Court the costs herein amounting to \$ 3 <sup>rd</sup> To Brodrick & Mc. Campbell, Attorneys for Plaintiff, fifteen dollars. 4 <sup>th</sup> To the said plaintiff the judgment heretofore rendered herein with the interest thereon to the day of sale, amounting to the sum of \$247. <sup>05</sup> and also the amount of said <sup>second</sup> note in plaintiff's petition described with interest thereon to the day of sale, amounting to \$246. <sup>65</sup> and 5 <sup>th</sup> The residue thereof amounting to \$ to said defendant E. J. Boese
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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 Massville, within and for the county of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 16 day of May, in the year of our Lord one thousand eight hundred and eighty seven. Heretofore, to wit, on the 26 day of Feb. A. D. 1887, the following Petition was filed with the clerk of said Court, to wit:

Petition No. 5254	James K. Johnson, Plaintiff. vs William Johnson, Elizabeth Leonard & John Leonard, Mary J. Snyder & William Snyder, Alfred Johnson Kate Johnson, Sarah M. Johnson, Nancy J. Willis & R. B. Willis William Johnson Adm. of John M. Johnson Deed. Defendants.	Court of Common Pleas, Union County, Ohio. Partition. The said plaintiff
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James K. Johnson presents that Elizabeth Johnson late of Union County deceased was at the time of her decease seized in fee simple of

The following real estate situated in said county of Union and state of Ohio and in Taylor Township and bounded and described as follows:-  
 Being part of Chazy No. 3690 in the Virginia Military district, and on the south side of Bokes Creek Beginning at a stake in the North margin of Bokes Creek witness a box elder bedes  $S 10^{\circ} W. 2$  poles, a dead sycamore bears  $N. 19^{\circ} W. 2 \frac{1}{100}$  poles and north west corner of Exuston. Fords land  $S 8^{\circ} W. 25 \frac{1}{2}$  poles to a stake and stone. Beech Ash and Lyn South west corner of said Fords land and in the original South line of the survey thence with said line  $N. 82^{\circ} W. 6 \frac{1}{10}$  pole to a stake and stone thence  $N. 8^{\circ} E. 25 \frac{1}{2}$  poles to the center of Bokes Creek witness a stake and stone on the south bank of the Creek and witness to stake a white hickory ten <sup>inches</sup> in diameter, bears  $N. 81^{\circ} W. \frac{1}{100}$  of a pole, a Hickory Elm 20 inches in diameter body  $S 28^{\circ} E. 11^{\circ}$  poles, thence down the creek as it now runs, taking the following courses and distances, being also the boundary line established between Joseph C. Hull and myself by quit claim deeds, calling for the south or main channel of the creek and designated by these courses viz:  $S 42^{\circ} E. 23$  poles  $N. 69^{\circ} E. 16$  poles  $S. 84^{\circ} E. 10 \frac{1}{10}$  poles to the beginning containing 100 acres  
 Said Elizabeth Johnson died on or about the 24 day of January 1881 intestate leaving the following named heirs and legal representatives to whom said lands descended to wit: 1<sup>st</sup> Your petitioner a son of said deceased one ninth part thereof in fee simple, 2. Samuel Johnson a son of said decedent one ninth part thereof in fee simple. Since the death of said Elizabeth Johnson said Samuel Johnson has conveyed all his interest in said premises to the plaintiff by deed of quit claim in fee simple and plaintiff is now the owner in fee of the undivided two ninths thereof - 3. William Johnson a son of said deceased one ninth part thereof in fee simple 4 - Alfred Johnson a son of decedent one ninth part thereof in fee simple. 5<sup>th</sup> Elizabeth Leonard a daughter of said decedent one ninth thereof in fee. 6. Mary J. Snyder a daughter of decedent one ninth part thereof in fee. 7. To Kate Johnson a daughter of decedent one ninth thereof in fee. 8. Sarah M. Johnson a daughter of said decedent one ninth thereof in fee. 9. Nancy J. Willis a daughter of said decedent one ninth thereof in fee. The said Elizabeth Leonard is now intermarried with John Leonard. Mary J. Snyder is the wife of William Snyder, and Nancy J. Willis is the wife of R. B. Willis. The plaintiff and said defendants are tenants in common in said lands in the parts and proportions hereinbefore named. William Johnson is the Administrator of John M. Johnson and is made party also to his trust capacity. The plaintiff desires to hold his interest in said lands in severalty. Wherefore the plaintiff prays that all of said parties may be duly notified and that a hearing may be had hereon and that upon said hearing partition of said lands may be ordered in the parts and proportions to which each of said parties may be severally entitled and that plaintiffs interest may be sett off to him in severalty and if the same cannot be divided by metes and bounds without manifest injury then that such action may be taken as is authorized by law.

State of Ohio, }  
 Union County, ss. } Cameron & Woodburn attys for plaintiff.  
 James K. Johnson being <sup>first</sup> duly sworn deposes and

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says that the facts stated and allegations made in the foregoing petition are true as he believes. James K. Johnson.

Sworn to before me and signed in my presence this 26 day of February 1887. [Seal] W.W. Merchant, Notary Public.

Præcipe. Clerk: Issue a summons for Alfred Johnson and William Johnson Direct to Sheriff of Union County O. C. & W. Atty.

No. 274

Afterward, on the 26 day of February 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 Alfred Johnson and William Johnson that they have been sued by James K. Johnson in the Court of Common Pleas of Union County, and that unless they answer by the 26th 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 7th day of March A.D. 1887. Witness my hand and the seal of said Court, this 26th day of February A.D. 1887. [Seal] J. L. Burquer, Clerk.

Said Writ returned and filed March 7th A.D. 1887, endorsed as follows, to-wit:

Sheriff's Return

The State of Ohio, Union County, ss: Received this Writ Feby. 26th A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 28th day of Feby. A.D. 1887, I served the same by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of the within named Alfred Johnson and by handing a true copy of this writ with the endorsements thereon to the within named William Johnson. Service 45 Mileage 3.20 Copy 40 Total 4.05 M. Hopkins, Sheriff.

Afterward, on the 10 day of Mar. A.D. 1887, the following Waiver of summons was filed with the Clerk of said Court, to-wit:

Waiver of Summons

James K. Johnson Plaintiff, vs The Court of Common Pleas of Union County, Ohio. William Johnson and others, Defendants. We the undersigned who are defendants in the above case hereby waive the issuing and service of summons and enter our appearance in the above entitled case this 22th day of February A.D. 1887. James K. Johnson, late Johnson, Mary Snyder Sarah M. Johnson, Nancy J. Willis, Elizabeth Leonard.

Afterward, on the 1 day of April A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

James K. Johnson, vs William Johnson et als. Enter. This day came the plaintiff by his attorney and therefor this cause came on to be heard upon the petition and evidence and was argued by counsel and submitted. On consideration whereof the Court being fully advised in the premises do find that due and legal notice has been given to each

No. 274

of the said defendants and that all the defendants are in default for de-  
 murrer or answer to the petition. The court further finds that the facts  
 stated in said petition are true and that the plaintiff has a legal  
 right to and is seized in fee simple of two ninths part of said premis-  
 es and the court do further find that the said William Johnson,  
 Elizabeth Leonard Mary J. Snyder, Alfred Johnson, Kate Johnson,  
 Sarah M. Johnson and Nancy J. Willis are tenants in common in  
 said premises with the plaintiff, each of said defendants being sev-  
 eral of one ninth ( $\frac{1}{9}$ ) part thereof in fee. It is therefore ordered that a  
 writ of partition issue to the Sheriff of said County of Union command-  
 ing him that by the oaths of Wm Hoff, C. J. Weyeth and George W. Eberman  
 partition be made of said lands in the following proportions to wit:  
 to the plaintiff two ninths ( $\frac{2}{9}$ ) thereof and to each of the defendants  
 herein named one ninth ( $\frac{1}{9}$ ) part thereof and it is further ordered  
 that the sheriff return his proceeding in the premises forthwith.

Writ of Partition. Afterward, on the 1<sup>st</sup> day of April A. D. 1887, the following Writ of Par-  
 tition was issued by the Clerk of said Court, to wit:

No. 5274

The State of Ohio. } To the Sheriff of said County - Breiting:  
 Union County, ss. } We command you, that without delay, by the oaths  
 of P. J. Weyeth, Wm Hoff and George W. Eberman you cause partition to be  
 made of the following described premises, situate in the County of Union  
 and State of said, in Saylor Township and being part of Survey No.  
 3690 in the V. M. District, and on the South side of Bokes Creek, Begin-  
 ning at a stake in the North Margin of Bokes creek, witness a box elder  
 bears S. 10° W. 2 poles a dead sycamore bears N. 19° W. 2  $\frac{32}{100}$  poles and north  
 west corner Euryton Fords land S. 8° W. 25  $\frac{1}{2}$  poles to a stake and stone  
 Beech, Ash and Elm south-west corner of said Fords land and in the  
 original South line of the Survey: Thence with said line N. 82° W. 61  $\frac{1}{10}$  poles  
 to a stake and stone: Thence N. 8° E. 25  $\frac{1}{2}$  poles to the center of Bokes creek,  
 witness a stake and stone on the south bank of the creek, and witness to  
 stake a white hickory ten inches in diameter bears N. 81  $\frac{1}{2}$  W.  $\frac{69}{100}$  of a pole a  
 hickory, Elm 20 inches in - - - - - bears S. 23 E. 1  $\frac{1}{10}$  poles. Thence down  
 the creek as it now runs taking the following courses and distances, be-  
 ing also the boundary line established between Joseph C. Bull and my  
 self by quit claim deed calling on the South or Main Channel of the  
 creek and designated by the courses viz. 84  $\frac{1}{2}$ ° E. 23 poles, N. 69° E. 1  $\frac{1}{10}$  poles,  
 S. 4  $\frac{1}{2}$ ° E. 10  $\frac{7}{10}$  poles to the beginning containing 160 acres, among the per-  
 sons named herein and in the following proportions, to wit: To James  
 K. Johnson two ninths part, to William Johnson one ninth part, to Alfred  
 Johnson one ninth part, to Elizabeth Leonard one ninth part, to Mary  
 J. Snyder one ninth part, to Kate Johnson one ninth part, to Sarah M.  
 Johnson one ninth part, to Nancy J. Willis one ninth part, in pursu-  
 ance 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 James  
 K. Johnson Plaintiff, and the said William Johnson et al. 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  
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Marysville, O, this 1<sup>st</sup> day of April A.D. 1887.

Deal J. J. Burquer, Clerk.

Sheriff's Return.

Said Writ returned and filed April 1<sup>st</sup> 1887, endorsed as follows viz  
As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of J. P. Weyeth, Wm. Hoff, George W. Freeman causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Given under my hand this 1<sup>st</sup> day of April A.D. 1887.  
Service 30 Mileage 1.60 Executing Writ 1.20 Conveying Com. 7.50 Total 10.30  
Com. Fees 3.00  
M. Hopkins, Sheriff.

Commissioners' Report.

James K. Johnson  
Against  
Wm. Johnson et al. Union County, ss. Court of Common Pleas.  
In Partition.

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury, we do estimate the value of the same at \$40.00 Forty Dollars pr. act. Given under our hands this 1<sup>st</sup> day of April A.D. 1887. H. W. Freeman, P. J. Weyeth, Wm. Hoff Commissioners.

Afterward, on the 1<sup>st</sup> day of April, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

County No. 5274

James K. Johnson, vs William Johnson et al. In Partition. On motion to the Court by Cameron and Woodburn counsel for the plaintiff 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 ordered that said proceedings and report be and the same be hereby approved and confirmed, and thereupon neither of said parties electing to take the said premises at the said valuation, it is ordered that the premises be sold at public sale by the Sheriff of said County of Union according to law and that he return his doings in the premises to the next term of this Court, to which term this action is continued.

Order of Sale.

Afterward, on the 4<sup>th</sup> day of April, A.D. 1887, the following Order of Sale was issued by the Clerk of said Court, to-wit:  
The State of Ohio. To the Sheriff of Union County - Greeting:  
Union County, ss. In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the February term, A.D. 1887 in a certain civil action, now pending in said Court, wherein James K. Johnson is Plaintiff, and William Johnson et al. are Defendant, we command you that, with delay, proceed to sell at public auction the lands and tenements in said petition described, to-wit, Situate in the County of Union, Taylor Township and State of Ohio and being part of Survey No. 3690 in the V. M. District and on the south side of Bokes Creek, Beginning at a stake in the north margin of Bokes Creek witness a box elder bears S. 10° W. 2 poles a dead sycamore bears

N. 19° W. 2 <sup>3</sup>/<sub>100</sub> poles and north west corner Truxton Ford's land, S. 8° W. 25 <sup>6</sup>/<sub>100</sub> poles to a stake and stone; Beech, ash and sycamore S. W. corner of said Ford's land and in the original south line of the survey, thence with said line N. 82° W. 6 <sup>1</sup>/<sub>100</sub> poles to a stake and stone, thence N. 5° E. 25 <sup>5</sup>/<sub>100</sub> poles to the center of Bokes Creek, witness a stake and stone on the South Bank of the Creek and witness to stake a white hickory 10 inches in diameter, bears N. 81 <sup>1</sup>/<sub>2</sub> W. <sup>6</sup>/<sub>100</sub> of a pole a hickory Elm 2 inches in diameter body E. 23 E. 1 <sup>7</sup>/<sub>100</sub> poles, thence down the creek as it now runs taking the following course and distances, being also the boundary line established between Joseph Bull and myself by Quit Claim deed calling for the south or main channel of the creek and designated by the course, viz; 84 <sup>1</sup>/<sub>2</sub> east 23 poles N. 69° E. 46 poles S. 84 <sup>1</sup>/<sub>2</sub> E. 10 <sup>3</sup>/<sub>4</sub> poles to the beginning containing 100 acres. Appraised at \$40.00 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 4<sup>th</sup> day of April A. D. 1887

[Seal]

J. L. Burger, Clerk.

Sherriff'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 7<sup>th</sup> day of May A. D. 1887, at 12 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 R. B. Willis who bid for the same the sum of Twenty nine 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 \$17.25 Mortgage 2.00 Recording Mortgage 1.25 Total \$21.10 Printer's Fees \$17.00 M. Hopkins, Sheriff.

Afterward, on the 17<sup>th</sup> day of May A. D. 1887 the following Proof of Publication was filed with the Clerk of said Court, to wit:

James K. Johnson } Court of Common Pleas, Union County, O.  
 vs }  
 On Partition. No. 5274

William Johnson et al. } 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, May 7<sup>th</sup>, 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 Taylor, County of Union and State of Ohio, and bounded and described as follows: Being part of Survey No. 3290 in the V. M. District, and on the south side of Bokes creek, Beginning at a stake in the north margin of Bokes creek, witness a box elder, bears south 10° west 2 poles, a dead sycamore bears north 19° west 2 <sup>3</sup>/<sub>100</sub> poles and north west corner of Truxton Ford's land south 8° west 25 <sup>6</sup>/<sub>100</sub> poles to a stake and stone, beech ash and sycamore south west corner of said Ford's land and in the original south line of the survey; thence with said line north 82° west 61 <sup>7</sup>/<sub>100</sub> poles

to a stake a creek, witness to stake a of a pole a 1 <sup>6</sup>/<sub>100</sub> poles courses an Joseph B. H main chan poles, north containing cash, bal by mortgage

Cameron- The State Union Co that a copy weeks in tion in the April 6, 188

Proof of Publication

No. 5274

Entry

No. 5274

After made on the James K. Johnson vs William and sale satisfied according and confi convey said dered the Treasurer of on said for this action and Woodpeck due he paid and Mar ferred for The Court and James which is fr interest in directed to James K. Johnson Willis, Clerk



to a stake and stone; thence north 8° east 255 1/2 poles to the center of Boker creek, witness a stake and stone on the south bank of the creek and witness to stake a white hickory 10 inches in diameter, bears north 8 1/2° west 1/100 of a pole a hickory and elm 20 inches in diameter body north 23° east 1 1/8 poles; thence down the creek as it now runs, taking the following courses and distances, being also the boundary line established between Joseph B. Hull and myself by Quit Claim deed calling for the south or main channel of the creek and designated by the corners, viz: 87 1/2° east 23 poles, north 69° east 16 poles, south 84 1/2° east 10 3/4 poles to the beginning, containing 100 acres. Appraised \$40.00 per acre. Terms of Sale: One third cash, balance in one and two years. Deferred payments to be secured by mortgage on the premises sold.

Marion Hopkins, Sheriff Union County, Ohio.  
 Cameron & Woodburn, Attorneys. April 6, 1887. - pp. 17.00

The State of Ohio,  
 Union County, S.D. 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 6, 1887. W.C. Shearer.

Proof of Publication

No. 5274

Sworn to and subscribed before me, this 17 day of May 1887.  
 [Seal] J. I. Burgner, Clerk.

Afterward, on the 11 day of July A.D. 1887, the following Entry was made on the Journal, by the Clerk of said Court, to wit:

Entry.

James K. Johnson vs William Johnson  
 No. 5274  
 On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law the said proceedings and sale are hereby approved and confirmed. And the Sheriff is ordered by deed duly executed to convey said premises to the purchaser in fee simple. It is further ordered that out of the proceeds of said sale the Sheriff pay first to the Treasurer of Union County Dollars being the taxes and Penalty due on said premises. Secondly to the Clerk of this Court the costs of this action including a counsel fee of sixty eight 5/10 Dollars to Cameron and Woodburn for their services here taxed to \$ 3rdly Of the residue he pay to William Johnson, Alfred Johnson, Elizabeth Leonard, and Mary Snyder each one sixth of the money and notes for Deferred payments which notes shall bear interest from July 1st 1887. The Court find that Sarah M. Johnson Nancy J. Willis Kate Johnson and James K. Johnson have entered into an arrangement in writing (which is filed herein and ordered to be recorded) agreeing to take their interest in land as the Court so order and the said purchaser is directed to convey to each of them their interest in land, to wit: to James K. Johnson 2/7 and to Kate Johnson, Sarah M. Johnson, Nancy J. Willis, each 1/7

No. 5274

(over)

agreement

agreement.

James K. Johnson, Plff.

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

William Johnson et al. Delt. vs Richard B. Willis has become the purchaser of the land described in this case at the sum of \$2900. The undersigned parties do not desire any money or notes for our share. We have amicably arranged with said Willis, so that our interests will be otherwise protected. We request the Court to confirm said sale and request the Sheriff to deliver to said Willis a deed, without notes or money to us.

Sarah M. Johnson, Nancy J. Willis, Kate Johnson, James K. Johnson

Attest, John L. Burgauer, Clerk. Bay Nellie Roney, Deputy.

Clerk before His Honor, John A. Price, Judge of a Court of 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 Eleventh Judicial District of the State of Ohio, on the 16th day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit: on the 8th day of April A. D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

Charles Phillis, Plaintiff.

Against

Walter D. Sullington, Charles P. Sullington, Edward M. Sullington, Frank S. Sullington, Belle B. Sullington, Jennie S. Howard and Anson Howard her husband, and Eliza H. Sullington, Defendants.

Court of Common Pleas, Union County, Ohio.

Petition.

The plaintiff, Charles Phillis, says - That he has a legal right to, and has the legal title, and is seized in fee simple of one undivided one-half (or 1/2) of the following described real estate situate in the County of Union, and State of Ohio, and in the Township of Dover, and in Virginia Military surveys Nos. 5498 and 5505 and bounded and described as follows, to wit: Beginning at a stone and stake in the South West corner of lands conveyed by W. W. Woods to David and Susette Green on the 1st day of April 1881, and in the north line of Survey 5498; thence with said line S. 81 1/2° W. 111 poles to a stone, north-west corner to lands conveyed by Samuel James to E. A. & W. S. Andrews on the 1st day of October 1881; thence with the west line of said lands S. 8° E. 110 1/100 poles to the north-east of lands conveyed by said James to Benjamin Bowdler; thence S. 81 1/2° W. 174 2/100 poles to the east line of Joseph Steiner's land; thence with said Steiner's east line N. 8 1/2° W. 109 1/100 poles to a stone, north-east corner to said Joseph Steiner's land, and in the north line of said Survey No. 5498; thence with said line N. 82° E. 34 poles to a stake in the center of Grassy Run Ditch No. 6; thence with the center of said ditch N. 30° W. 3 poles; N. 21° W. 54 7/100 poles - N. 11 1/2° W. 35 poles - N. 7 1/2° W. 12 poles to a stake in the center of said ditch and in the south line of Henry Blumenschein's land; thence with

Petition.

No. 5298

said line... said land, the said li... ant's land... stone (su... poles to a... to D. & L. H... the beginn... rey No. 549... real-estate... of Taylor, a... and deser... ville and k... Gravel Road... S. 81° 40' W... thence S. 81... vey's No. 5... stone; then... poles to a... thence N. 8... Marysville... S. 16° E. 143... less. Bein... Sheriff of... Also... State of O... ed and c... east corne... farm S. 9°... land; then... stake, cor... westerly M... thence wi... margin of... Milford E... W. 125 5/100... thence wit... corner to... line of sa... ing fifty... in the cor... ville and... said villa... and the al... thereof... North cro... conveyed... page 382;... (row 5) 1st

said line N. 82° E. 42 <sup>60</sup>/<sub>100</sub> poles to a stake and stone, south east corner to said land, in the west line of Robert Mean's Survey No. 5505; thence with the said line S. 8° E. 4 <sup>70</sup>/<sub>100</sub> poles to a stone, south-west corner to John H. Stewart's land; thence with the south line of said land N. 81 <sup>1</sup>/<sub>2</sub>° E. 117 poles to a stone (sugar & two beeches); thence S. 8 <sup>1</sup>/<sub>2</sub>° E. 1 pole to a stone; thence N. 81 <sup>1</sup>/<sub>2</sub>° E. 77 poles to a stone, north-west corner to said lands conveyed by W. W. Woods to D. & L. Green; thence with the west line of said lands S. 7° E. 94 <sup>76</sup>/<sub>100</sub> poles to the beginning, containing 24 <sup>1</sup>/<sub>2</sub> acres more or less, being 98 acres in Survey No. 5498 and 142 <sup>1</sup>/<sub>2</sub> acres in Survey No. 5505. Also the following real-estate situate in the county of Union, State of Ohio, and the Township of Saylor, and being in Surveys Nos. 5629 and 6493, and bounded and described as follows: Beginning at a stone in the center of the Marysville and Kenton Gravel Road, and in the center of the Wheeler and Green Gravel Road; thence with the center of the Wheeler & Green gravel road S. 81° 40' W. 256 <sup>68</sup>/<sub>100</sub> poles to a stone; thence N. 8 <sup>1</sup>/<sub>2</sub>° W. 740 <sup>64</sup>/<sub>100</sub> poles to a stone; thence S. 81° 20' W. 143 <sup>56</sup>/<sub>100</sub> poles to a stone in the west line of said Surveys Nos. 5629 and 6493; thence with said line N. 8 <sup>1</sup>/<sub>2</sub>° W. 99 <sup>64</sup>/<sub>100</sub> poles to a stone; thence N. 18 <sup>1</sup>/<sub>4</sub>° W. 107 <sup>1</sup>/<sub>2</sub> poles to a stone and brick; thence S. 80 <sup>1</sup>/<sub>2</sub>° E. 173 <sup>80</sup>/<sub>100</sub> poles to a stone and brick; thence S. 8 <sup>1</sup>/<sub>2</sub>° E. 153 poles to a stone and brick; thence N. 81° 20' E. 232 <sup>32</sup>/<sub>100</sub> poles to a stone and brick in the center of the Marysville and Kenton gravel road; thence with the center of said road S. 16° E. 143 <sup>22</sup>/<sub>100</sub> poles to the place of beginning, containing 382 <sup>60</sup>/<sub>100</sub> acres more or less. Being the same premises conveyed to Benjamin St. Warder, by the Sheriff of Union County, Ohio, by deed of ever date herewith.

Also the following real-estate, situate in the county of Union, in the State of Ohio, and in the Virginia Military Survey 4069 and bounded and described as follows, viz: Beginning at a stone at the north-east corner of Siram Kent's farm; thence with the east line of said farm S. 9° E. 7 poles to a stake and stone, north-west corner to Peter Damm's land; thence with the north line of said land N. 82° E. 22 poles to a stake, corner to John M. Noelp's land; thence with his line north-westerly N. 29 <sup>1</sup>/<sub>2</sub>° E. 71 <sup>44</sup>/<sub>100</sub> poles to a stake corner to George O. Long's land; thence with his land N. 57 <sup>1</sup>/<sub>2</sub>° W. 77 <sup>80</sup>/<sub>100</sub> poles passing over a stone in the margin of the road to a stake in the center of the Marysville and Milford Gravel Road; thence with the center of said road S. 41° W. 125 <sup>56</sup>/<sub>100</sub> poles to a stake corner to a three acre lot reserved by J. W. Robinson; thence with the line of said three acre lot, S. 49° E. 32 <sup>60</sup>/<sub>100</sub> poles to a stake corner to said lot, in the line of said Kent farm; thence with the line of said Kent farm N. 80 <sup>1</sup>/<sub>2</sub>° E. 61 <sup>48</sup>/<sub>100</sub> poles to the beginning, containing fifty-eight acres more or less. Also the following real-estate situate in the county of Union, in the State of Ohio, and in the town of Marysville and bounded and described as follows: Part of Out Lot No. 2 in said village and beginning at the front where Center (row 5) street and the alley which runs the whole length of said lot in the east side thereof; thence with said Alley to North (row 4) street; thence with North (row 4) street to the N. E. corner of lot owned by R. S. Woodburn conveyed to him by Martha J. and W. W. Woods, deed recorded Vol. 49, page 382; thence south with the east line of said Woodburn lot to Center (row 5) street; thence east with 5" street to the place of beginning.

also the following described premises, situated in the county of Union, State of Ohio, Township of Paris, and Village of Marysville, and bounded and described as follows: Beginning at a stake in the original East Alley and Center Street of said town; thence east with Center Street 13 rods to a stake one rod east of the wagon shop of C. Peacock lot; thence north 10 poles to a stake in the line of Rowson Welsh's lot; thence west one rod to a stake in the center of said Welsh lot; thence north 11 poles to the meanders of Mill Creek W. N. W. 12 poles more or less to the Alley of Marysville; thence with said Alley to the place of beginning containing two acres more or less, and designated Out Lots 34 and 35, and one rod in width off the west side of Out Lot No. 33 of said town. Being the same premises conveyed to Joseph H. Brand by Richard H. Spence wife, by deed dated August 22<sup>nd</sup> 1865, except the part and lot sold off of said tract to W. W. Woods by deed dated March 31<sup>st</sup> 1874; except also one lot sold to Leonard Kler off said tract by deed bearing date 31<sup>st</sup> day of March 1874. Excepting also therefrom the lot sold to Sarah A. Woodruff, and the lot sold to Nancy A. Rodgers about May 24<sup>th</sup> A. D. 1882. The said property hereby conveyed is known as the Brewery Property, and being all of said property now owned by Sullington, Phellis & Woods.

Also all that part of In Lot No. 51 in the Village of Marysville in said county of Union, and on the Public square of said Village and known as the Bank of Marysville Property, being all of said property now owned by Sullington, Phellis & Woods, and including a small fraction of In Lot No. 58. That Walter C. Sullington, Edward M. Sullington, and Belle B. Sullington of Union County Ohio, and Charles C. Sullington and Frank H. Sullington of Kiowa County and state of Kansas, and Jennie F. Howard wife of said Anson Howard of Comanche County and state of Kansas, are tenants-in-common with plaintiff in said premises above described, and are seized of an estate in fee simple in the same as follows: Walter C. Sullington one undivided  $\frac{1}{2}$  part, Edward M. Sullington one undivided  $\frac{1}{2}$  part, Belle B. Sullington one undivided  $\frac{1}{2}$  part, Charles C. Sullington one undivided  $\frac{1}{2}$  part, Frank H. Sullington one undivided  $\frac{1}{2}$  part, and Jennie F. Howard one undivided  $\frac{1}{2}$  part. The said Eliza H. Sullington is the widow of James Sullington deceased. The said Frank H. Sullington is a minor over the age of fourteen years, and said Belle B. Sullington is a minor under the age of fourteen years. The plaintiff further says that although the deeds for the several tracts and parcels of land above described are, in form, deeds to James Sullington and Charles Phellis and to their heirs and assigns, yet the same in fact belonged to said James Sullington and Charles Phellis as copartners, under the firm name of the Bank of Marysville. Plaintiff therefore asks in case an appraisement duly of said real estate be made, and in case a sale of the same be had, or an election to take the same at the appraised value be made by one or more of the parties, that the payment for the same be made and secured to said copartnership under the firm name of the Bank of Marysville. Plaintiff therefore prays that partition of said real estate may be made between the parties hereto according to their respective interests, and if said land cannot be partitioned without manifest injury and the

proportion of election is value there taken account their relief

5 page

E. W. attorneys for is a non-resident affiant be

Swear presence the Seal

Præcipe.

No. 5293

To the County of Union, and to the Sheriff of said County, and to the Clerk of the Court in that County

After was received The State

Summons

Union Co. We Sullington et al have Pleas of Verdict of May A. D. The Clerk and judge of this seat and the seal

Enclosed order in

Sheriff's Return.

Said follows to The State Union Co. 15 day of A. D. this writ of defendants leaving defendants of this writ

proportion of each party set off, then the plaintiff asks that in case no election is made by either party to take such premises at the appraised value thereof, that the same be ordered to be sold, or other proper order taken according to law. and the plaintiff asks such other and further relief in the premises as in equity and right he is entitled to.

5 page

Porter & Porter, attys for Plaintiff.

E. W. Porter, being duly sworn, makes oath that he is one of the attorneys for the plaintiff in this action, duly authorized. That the plaintiff is a non-resident of said County of Union, and non absent therefrom 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 8<sup>th</sup> day of April A. D. 1887. John I. Burgner, Clerk of Common Pleas Court Union County, Ohio.

[Seal]

Receipt.

No. 5293

To the Clerk: Issue a summons to the Sheriff of Union County for Walter C. Sullington, Edward M. Sullington, Belle B. Sullington, and Eliza H. Sullington. Also to the Sheriff of Kiowa County, Kansas, for Charles C. Sullington, and Frank E. Sullington. And to the Sheriff of Comanche County, Kansas for Jennie E. Howard, and her husband, Anson Howard returnable according to law. Endorse: "Action for Partition of Real Property, or Other proper Order in that Behalf" Porter & Porter, Attorneys for Plaintiff.

Afterward on the 8<sup>th</sup> day of April, A. D. 1887 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 Walter C. Sullington, Edward M. Sullington, Belle B. Sullington and Eliza H. Sullington that they et al. have been sued by Charles Phellis in the Court of Common Pleas of Union County, and that unless they answer by the 7<sup>th</sup> day of May 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 18<sup>th</sup> day of April A. D. 1887. Witness my hand and the seal of said Court, this 8<sup>th</sup> day of April A. D. 1887.

[Seal]

J. I. Burgner, Clerk

Endorsed: In action for Partition of Real Property, or other proper order in that behalf Porter and Porter, Plaintiffs Atty.

Said Writ returned and filed, April 18<sup>th</sup> A. D. 1887, endorsed as follows to wit:

Sheriff's Return.

The State of Ohio, Union County ss.

Received this Writ April 8<sup>th</sup> A. D. 1887, at 2 o'clock P. M. and pursuant to its command, on the 15<sup>th</sup> day of April A. D. 1887, I served the same by handing a true copy of this Writ with the endorsements thereon to the within named defendants Walter C. Sullington and Eliza H. Sullington, and by leaving at the usual place of residence of the within named defendants Ed. M. Sullington and Belle B. Sullington a true copy of this writ with the endorsements thereon and by handing a true

copy of the same, with the endorsements thereon, and by passing a true copy of the same to Eliza H. Bullington mother of Belle B. Bullington a minor under 14 years of age. Service 90 Mileage 1.60 copy 1.00 Total \$3.50 M. Hopkins.

Summons. Afterward, on the 8<sup>th</sup> day of April, A.D. 1887, the following Summons was issued by the clerk of said Court, to-wit:  
No. 5293 The State of Ohio, } To the Sheriff of the County of Comanche, Kansas, <sup>County</sup>  
Union County, ss: } We command you to notify Jennie J. Howard and Anson Howard her husband that they et al. have been sued by Charles Phellis in the Court of Common Pleas of Union County, and that unless they answer by the 7<sup>th</sup> day of May 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 18<sup>th</sup> day of April, A.D. 1887. Witness my hand and the seal of said Court, this 8<sup>th</sup> day of April A.D. 1887.

[Seal] John L. Burgner, Clerk.  
Endorsed: In action for Partition of Real Property or other proper order in that behalf. Porter & Porter, Plaintiffs Atty.

Waiver of Summons. Said Writ returned and filed April 18<sup>th</sup> 1887, endorsed as follows: We acknowledge service upon us of the within summons, and waive the service of the same by the Sheriff, and we enter our appearance in the within entitled case. April 11<sup>th</sup> 1887. Jennie J. Howard. Anson Howard.

Summons. Afterward, on the 8<sup>th</sup> day of April, A.D. 1887 the following summons was issued by the clerk of said Court, to-wit:  
The State of Ohio, } To the Sheriff of the County of Kiowa, Kansas, <sup>County</sup>  
Union County, ss: } We command you to notify Charles P. Bullington and Frank H. Bullington that they et al. have been sued by Charles Phellis in the Court of Common Pleas of Union County, and that unless they answer by the 7<sup>th</sup> day of May 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 18<sup>th</sup> day of April A.D. 1887. Witness my hand, and the seal of said Court, this 8<sup>th</sup> day of April A.D. 1887.

[Seal] John L. Burgner, Clerk.  
Endorsed: In action for Partition of Real Property or other proper order in that behalf. Porter and Porter, Plaintiffs Atty.

Waiver of Summons. Said Writ returned and filed, April 18<sup>th</sup> 1887, endorsed as follows: We acknowledge service upon us of the within summons, and waive the service of the same by the sheriff, and we enter our appearance in the within entitled case. April 11<sup>th</sup> 1887. Charles P. Bullington. Frank H. Bullington.

Answer. Afterward, on the 14<sup>th</sup> day of May A.D. 1887, the following Answer was filed with the clerk of said Court, to-wit:  
No. 5293 Charles Phellis plaintiff, } Court of Common Pleas.  
against } Union County, Ohio.  
Walter B. Bullington et al. Defendants, } No. 5293 Answer

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Entry: No. 5293

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Entry:

and now comes Eliza H. Sullington and answers the petition of the plaintiff filed herein, and says, that she is the widow of James Sullington decd. and she admits that the several tracts and parcels of land described in plaintiffs petition were in fact purchased by James Sullington + Charles Phellis as partners, under the firm name of the Bank of Marysville, and that said tracts of land do belong to said copartnership. She therefore admits the truth of the facts stated in said petition, and hereby disclaims all right to dower in said premises and every part thereof, and waives the assignment of dower to her in said tracts of land.

Eliza H. Sullington, By Porter + Porter.

Eliza H. Sullington the answering defendant being duly sworn, makes oath that the facts stated in the foregoing answer are true as she believes.

Eliza H. Sullington.

Sworn to by Eliza H. Sullington before me and signed by her in my presence this 13<sup>th</sup> day of May 1887.

J. H. Swann J.P. of Union County, Ohio.

Afterward, on the 17<sup>th</sup> day of May A.D. 1887, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Charles Phellis,

vs

Walter B. Sullington et al.  
and Belle B. J. B. Sullington infant defendant

This day the Court appointed J. B. Sutton Guardian ad litem for Frank G. Sullington and thereupon said Sutton in open court accepted said appointment.

Entry.

No. 5293

Afterward, on the 17<sup>th</sup> day of May, A.D. 1887 the following answer was filed with the Clerk of said Court, to-wit:

Charles Phellis, Plaintiff,

Court of Common Pleas,  
Union County, Ohio.

against

Walter B. Sullington et al., Defendants. No. 5293

Answer of Guardian ad litem.

And now comes J. B. Sutton as Guardian ad litem of Frank G. Sullington and Belle B. Sullington, minor defendants in this cause and on their behalf answer the petition of plaintiff, and deny the allegations of the petition of plaintiff, and submit this issue so made by them to the Court, and asks the Court to protect the interest of said minors in this cause and that Justice be done them. J. B. Sutton, Guardian ad litem.

answer.

Afterward, on the 27<sup>th</sup> day of May A.D. 1887, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Charles Phellis

No. 5293

vs  
Walter B. Sullington et al.

This day came the plaintiff herein by his Attorneys, and this cause coming on to be heard, the Court find that all of the defendants have been duly served with process, and have had full notice of the pendency and demand of said petition, and the Court find from the answer of said Eliza H. Sullington, that she disclaims all right of dower in the premises, and admits the allegations of the petition to be true, and the Court find upon the issue joined by the answer of J. B. Sutton as Guardian ad litem

Entry.

of said Frank B. Sullington and Belle B. Sullington minor defendants in this case, that the allegations of the petition are true, and the Court find that all the other Defendants are in default for answer and demurrer and that said petition is thereby confessed by them to be true, thereupon the Court find the allegations of the petition to be true, and find that the plaintiff is seized of and has a legal right to the undivided one half (1/2) part of the premises described in plaintiff's petition, and is entitled to have partition of the same, and that the defendants are tenants in common with the plaintiff in said premises, in the following proportions, to-wit that the said Walter B. Sullington is seized and has a legal right to the undivided 1/2 part thereof, the said Edward M. Sullington one undivided 1/2 part thereof, the said Belle B. Sullington one undivided 1/2 part thereof, the said Charles B. Sullington one undivided 1/2 part thereof, the said Frank B. Sullington one undivided 1/2 part thereof and the said Jennie E. Howard one undivided 1/2 part thereof. It is therefore ordered and adjudged that partition of said estate be made, and that an order issue to the sheriff of this county commanding him that by the oaths of Phillip Snyder, J. H. Roney and W. L. Curry three judicious and disinterested free holders of the vicinity, who are not of kin to either party, and who are hereby appointed commissioners for that purpose, the cause to be set off and divided to the plaintiff and each of said defendants the part and proportion of the said estate to which they are herebefore severally found entitled, and if in the opinion of said commissioners said premises cannot be divided by metes and bounds without injury to the value thereof, they appraise the same free from down, and the sheriff is ordered to make due return of his proceedings herein forthwith.

Afterward, on the 19 day of May A. D. 1887 the following Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition No. 5493

State of Ohio, }  
 Union County, ss. } To the Sheriff of said County, Greeting:  
 We command you, that without delay, by the oaths of Phillip Snyder, J. H. Roney and W. L. Curry you cause partition to be made of the following described premises situate in the Township of Dover and in W. M. Curveys Nos. 5498 and 5505 and in the County of Union and State aforesaid, to-wit: 1<sup>st</sup> Beginning at a stone and stake in the South West corner of lands conveyed by W. W. Woods to David and Susette Green on the 1<sup>st</sup> day of April 1881, and in the north line of Survey 5498; Thence with said line S. 8 1/2° W. 111 poles to a stone, northwest corner to lands conveyed by Samuel James to E. A. + W. B. Andrews on the 1<sup>st</sup> day of October 1881; Thence with the west line of said lands S. 8° E. 110 7/10 poles to the north east corner of lands conveyed by said James to Benjamin Bowdre; Thence S. 8 1/2° W. 144 7/10 poles to the east line of Joseph Steiner's land; Thence with said Steiner's east line N. 8 1/2° W. 109 7/10 poles to a stone, northeast corner to said Joseph Steiner's land and in the north line of said Survey No. 5498; Thence with said line north 82° East 34 poles to a stake in the center of Brassie Ditch No. 6; Thence with the center of said ditch N. 30° W. 3 poles; N. 21° W. 54 1/10 poles N. 11 1/2° W. 35 poles - N. 7 1/2° W. 12 poles to a stake in the center of said ditch and in the south line of Henry Blumenschin's land; Thence with said line N. 82° E. 42 7/10 poles to a stake and stone, south east corner to said land,

in the west south 8° east land: Thence (Sugar and poles to a stone D. & L. Green to the beginning No. 5498 and real estate ship of Jayl and described will and He Cravel road 40' W. 256 6/10 S. 81° 20' W. 74 6493; Thence W. 107 1/2 poles bricks: Thence E. 232 7/10 poles Keriton and poles to the the following Ohio, and described of Hiram poles to a stone Thence with mer to John N. 29 1/2° E. 7 his land road to stone Thence with to the three said three the line of N. 80 1/2° E. 6 more or less Union, in ed and de beginning vine, the with said street to the by, Martha South with Street: Thence the following State of Ohio and describe



in the west line of Robert Mear's Survey No. 5305; Thence with the said line south  $8^{\circ}$  east  $47^{\frac{1}{2}}$  poles to a stone, southwest corner to John H. Stewart's land; Thence with the south line of said land N.  $81^{\frac{1}{2}}$  E. 117 poles to a stone (Sugar and two Buches); Thence S.  $8^{\frac{1}{2}}$  E. 1 pole to a stone; Thence N.  $81^{\frac{1}{2}}$  E. 79 poles to a stone, northwest corner to said lands conveyed by W. W. Woods to D. & S. Green; Thence with the west line of said lands S.  $7^{\circ}$  E.  $94^{\frac{1}{2}}$  poles to the beginning containing  $241^{\frac{1}{2}}$  acres more or less, being 98 acres in Survey No. 5498 and  $142^{\frac{1}{2}}$  acres in Survey No. 5305.

2<sup>nd</sup> Also the following real estate situate in the County of Union, State of Ohio and in the Township of Taylor, and being in Surveys Nos. 5629 and 6493, and bounded and described as follows: Beginning at a stone in the center of the Marysville and Kenton Gravel Road, and in the center of the Wheeler and Green Gravel road; Thence with the center of the Wheeler and Green gravel road S.  $1^{\circ}$  40' W.  $256^{\frac{68}{100}}$  poles to a stone; Thence N.  $8^{\frac{1}{2}}$  W.  $140^{\frac{6}{100}}$  poles to a stone; Thence S.  $81^{\circ} 20'$  W.  $743^{\frac{56}{100}}$  poles to a stone in the west line of said Surveys Nos. 5629 and 6493; Thence with said line N.  $8^{\frac{3}{4}}$  W.  $99^{\frac{6}{100}}$  poles to a stone; Thence N.  $18^{\frac{1}{2}}$  W.  $107^{\frac{1}{2}}$  poles to a stone and brick; Thence S.  $80^{\frac{3}{4}}$  E.  $173^{\circ}$  poles to a stone and bricks; Thence S.  $8^{\frac{1}{2}}$  E. 153 poles to a stone and brick; Thence N.  $81^{\circ} 20'$  E.  $232^{\frac{3}{100}}$  poles to a stone and brick in the center of the Marysville and Kenton gravel road; Thence with the center of said road S.  $16^{\circ}$  E.  $143^{\frac{32}{100}}$  poles to the place of beginning, containing 382 acres, more or less.

3<sup>rd</sup> Also the following real estate, situate in the County of Union, in the State of Ohio, and in the Virginia Military Survey No. 4869 and bounded and described as follows, viz: Beginning at a stone at the northeast corner of Hiram Kent's farm; Thence with the east line of said farm S.  $9^{\circ}$  E. 7 poles to a stake and stone, northwest corner to Peter Daum's land; Thence with the north line of said land N.  $82^{\circ}$  E. 22 poles to a stake, corner to John M. Noel's land; Thence with his line north westerly N.  $29^{\frac{1}{2}}$  E.  $71^{\frac{44}{100}}$  poles to a stake corner to Geo. O. Long's land; Thence with his land N.  $57^{\frac{1}{2}}$  W.  $77^{\frac{1}{100}}$  poles passing over a stone in the margin of the road to stake in the center of the Marysville and Milford Gravel road; Thence with the center of said road S.  $41^{\circ}$  W.  $125^{\frac{56}{100}}$  poles to a stake corner to the three acre lot reserved by J. W. Robinson; Thence with the line of said three acre lot S.  $49^{\circ}$  E.  $32^{\frac{1}{100}}$  poles to a stake corner to said lot, in the line of said Kent farm; Thence with the line of said Kent farm N.  $80^{\frac{1}{2}}$  E.  $61^{\frac{48}{100}}$  poles to the beginning containing fifty eight acres more or less.

4<sup>th</sup> Also the following real estate situate in the County of Union, in the State of Ohio, and in the Town of Marysville and bounded and described as follows: Part of lot No. 2 in said village and beginning at the front where center-row 5<sup>th</sup> street and the alley which runs the whole length of said lot in the East side thereof cross; Thence with said alley to north-row 4<sup>th</sup> street; Thence with north (row 4<sup>th</sup>) street to the N. E. corner of lot owned by R. S. Woodburn conveyed to him by Martha J. and W. W. Woods, duly recorded Vol. 49 page 382; Thence South with the East line of said Woodburn lot to Center (row 5<sup>th</sup>) Street; Thence east with 5<sup>th</sup> Street to the place of beginning. 5<sup>th</sup> Also the following described premises, situated in the County of Union, State of Ohio Township of Paris, and village of Marysville, and bounded and described as follows: Beginning at a stake in the original East alley

and enter Street of said town; Thence east with center Street 13 rods to a stake one rod east of the wagon shop of S. Peacock lot; Thence north 10 poles to a stake in the line of Rowson Welch's lot; Thence west one rod to a stake in the center of said Welch lot; thence north 11 poles to the southeast corner of Mill Creek W.M.W. 12 poles more or less to the alley of Marysville; Thence with said Alley to the place of beginning containing two acres more or less and designated out lots 34 and 35, and one rod in width off the west side of out lot No. 33 of said town. Being the same premises conveyed to Joseph H. Brand by Richard H. Spence wife; by deed dated August 22<sup>nd</sup> 1863, except the part and lot sold off of said tract to W. W. Woods by deed dated March 31<sup>st</sup> 1874; except also one lot sold to Leonard Clew off said tract by deed bearing date 31<sup>st</sup> day of March 1874, excepting also therefrom the lot sold to Sarah A. Woodruff, and the lot sold to Nancy A. Rodgers about May 24<sup>th</sup> A.D. 1882. The said property hereby conveyed is known as the Brewery Property, and being all of said property now owned by Sullington Phellis and Woods. Also all that part of In Lot No. 51 in the village of Marysville in said County of Marion and on the Public Square of said Village and known as the Bank of Marysville Property, being all of said property now owned by Sullington Phellis & Woods, and including a small fraction of In Lot No. 58 among the persons named herein and in the following proportions, to wit: To Walter B. Sullington one twelfth part, to Edward M. Sullington one twelfth part, to Belle B. Sullington one twelfth part, to Charles P. Sullington one twelfth part, to Frank C. Sullington one twelfth part, to Jennie E. Howard one twelfth part, to Charles Phellis (4/6) six twelfths part, in pursuance of an order lately made in our Court of Common Pleas, within and for said County of Marion, in a certain civil action, when in the said Charles Phellis is Plaintiff, and the said Walter B. Sullington, Edward M. Sullington, Belle B. Sullington, Charles P. Sullington, Frank C. Sullington, Jennie E. Howard and Eliza H. Sullington 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, Ohio, this 19<sup>th</sup> day of May A.D. 1887.

Deal

John L. Burquer, Clerk.

Sheriff's Return.

No. 5293

Said Writ returned and filed May 21<sup>st</sup> A.D. 1887, endorsed as follows: As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of J. H. Roney Philip Snyder and W. S. Curry causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Given under my hand this 21<sup>st</sup> day of May A.D. 1887. Service 30 Mileage 3.20 Executing Writ & Swearing Jury 1.20 Conveying Com. 3.00 Total \$7.70 Com. Fees 9.00 M. Hopkins, Sheriff.

By A. H. Goodwin, Deputy.

Commissioners' Report.

Charles Phellis against

Walter B. Sullington et al

Commissioners' Report

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  
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of the same  
at \$37.50 per  
\$5.200, 5<sup>th</sup> D  
our hands, to  
J. H. Roney,

After a  
made on the  
Charles Phellis

Entry  
vs  
No. 5293

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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-- 1<sup>st</sup> Described tract at \$41.50 pr. acre. 2<sup>nd</sup> Described tract at \$37.50 pr. acre. 3<sup>rd</sup> Described tract at \$63.00 pr. acre. 4<sup>th</sup> Described tract at \$5.20, 5<sup>th</sup> Described tract at \$1800, 6<sup>th</sup> Described tract at \$4000 Given under our hands, this 20<sup>th</sup> day of May A.D. 1887.  
 J.H. Roney, Philip Snyder, W.L. Curry, Commissioners.

Afterward, on the 24<sup>th</sup> day of May, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit;

Entry. Charles Phellis vs Walter C. Sullington et al. No. 5293  
 This day this cause came on for hearing upon the return of the sheriff, and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same, and it appearing that said estate cannot be divided by lines and bounds without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said premises, as follows, to-wit the first tract of land described in plaintiff's petition at \$41.50 per acre - the second tract therein described at \$37.50 per acre, the third tract therein described at \$63.00 per acre - the fourth tract therein described at \$5.20 - the fifth tract at \$1800 and the sixth tract at \$4000 - and the Court find the said return and proceedings in all respects correct, and in conformity to law, and therefore approve and confirm the same. And it appearing to the Court that the said Walter C. Sullington has elected to take all of said premises at the appraised value, and thereupon upon motion, and with the consent of said Walter C. Sullington the Court order and direct the entire payment to be made in cash, and the Court find that in fact and in equity the Payment for said premises, ought to be made to the said copartnership of James Sullington and Charles Phellis under the firm name of the Bank of Marysville, as alleged in plaintiff's petition, it is therefore ordered that said Walter C. Sullington after first paying the costs of this action make payment for said premises to said Bank of Marysville, and upon such payment being made the sheriff is ordered to convey said premises to said Walter C. Sullington by a deed or deeds in fee simple. It is further ordered and adjudged that the costs of this action taxed at \$ be paid from the money in the hands of said Walter C. Sullington.

Attest, John I. 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 Sixth Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord, one thousand, eight hundred and eighty seven.

Heretofore, to-wit, on the 24<sup>th</sup> day of April, 1886, the following Petition was filed with the clerk of said Court, to-wit:

Petition  
No. 5093

A. R. Philips - Plaintiff, vs Eliza Philips, Defendant. Common Pleas Court, Union County, Ohio. Plaintiff has a legal right to and is seized in fee simple as son and only heir at law of William M. Philips, deceased, of the following real estate situated in said county of Union and described as follows - In Lot No. 311 in the Village of Marysville Union County, Ohio. The defendant Eliza Philips as the widow of William M. Philips is entitled to dower in said premises. Plaintiff desires to have his interest set off to him in severalty, and prays that the dower of said Philips may be assigned to her and that subject thereto partition may be made or if that can not be done without manifest injury that such proceedings may be had as are authorized by law. D. W. Ayers, atty. for Plaintiff.

State of Ohio, Union County, s.s.: D. W. Ayers being first duly sworn says the above named plaintiff A. R. Philips is a non resident of said county of Ohio. That the facts stated and allegations in the foregoing petition are as he believes true. D. W. Ayers.

Sworn to before me and signed by the said D. W. Ayers, this 24<sup>th</sup> day of April A. D. 1886. J. J. Burgner, Clerk.

Waiver of  
summons

I hereby waive the issuing of process and service by summons and enter my appearance in the above entitled case this 24<sup>th</sup> day of April A. D. 1886.

Attest D. W. Ayers, Eliza x Philips  
her mark

Afterward, on the 2<sup>nd</sup> day of June A. D. 1886, the following Entry was made on the Journal by the clerk of said Court, to-wit:

Entry,  
No. 5093

A. R. Philips vs Eliza Philips. May Term, 1886. No. 5093 In Partition. And now came the said A. R. Philips by his Attorney, and thereupon this cause came on to be heard, upon the petition and evidence, and was argued by counsel; on consideration whereof, the Court do find, that due notice of the pendency of this action has been given to all of the Defendants herein for more than forty days prior to the date of this order; and the Court do further find that the said A. R. Philips has a legal right to and is seized in fee simple of all of the premises; Subject to the dower interest of the said Eliza Philips and that they are tenants in common in said premises with the said - - - in the following proportions, to-wit: That the said A. R. Philips is seized of said premises & the said Eliza Philips is entitled to the said dower therein.

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 J. S. Moore, Sol Butz and A. D. Doolittle one full equal third part of said premises, in said petition described, be set off and assigned to the said Eliza Phillips as here Dower Estate; and that by the oaths of the said G. S. Robinson, James Roney and A. D. Doolittle partition be made of said lands (subject to the said Dower Estate), in the following proportions, to-wit: To the said

A. R. Philips or if partition and authorized his proceeds Court, to-wit

Writ of Partition No. 5093 After and Dower State of Ohio. Union County of A. D. Doolittle to Eliza deceased, on described; and you cause of the County wit - In the village of Marysville among the to-wit; To order later the said D. Phillips issues you forthwith Union Pleas A. D. 1886. Said follows, to-wit: As I have executed Sol. Butz, a said premises have cause appear by returned Service 306 Romanissin A. R. Phillip again Eliza Phillips according case issued signed for view of the divided into same, sub Dollars. A. D. Doolittle

Sheriff's Return. Said follows, to-wit: As I have executed Sol. Butz, a said premises have cause appear by returned Service 306 Romanissin A. R. Phillip again Eliza Phillips according case issued signed for view of the divided into same, sub Dollars. A. D. Doolittle

A.R. Phillips said premises - subject to the Dower interest of said Eliza Phillips or if partition can not be made then that such proceedings be had as are authorized by law - and it is further ordered that the Sheriff return his proceedings in the premises, (forthwith), to the next term of said Court, to which time this action is continued.

Writ of Partition

No. 5093

afterward, on the 7<sup>th</sup> day of June A.D. 1886, the following Writ of Partition and Dower was issued by the Clerk of said Court, to wit:  
State of Ohio. } To the Sheriff of said County - Greeting:  
Union County, ss. } We command you, That without delay, by the oaths of A.D. Doolittle, J. T. Moore, + Sol Butz you cause to be set off and assigned to Eliza Phillips widow of William M. Phillips late of said County deceased, one full equal third part of the Real Estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in the County of Union and State of Ohio, and described as follows, to wit - In Lot Number Three hundred and Eleven (311) in the Village of Marysville, Union Co. Ohio. Subject to said Dower estate, among the persons named herein, and in the following proportions, to wit: To A.R. Phillips all of said premises, 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 A.R. Phillips is Plaintiff, and Eliza Phillips is Defendant; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith. Witness, my name and the Seal of the Court of Common Pleas, at the Court House in Marysville O. this 7<sup>th</sup> day of June A.D. 1886. [Seal] J. L. Burger, Clerk.

Sheriff's Return

Said Writ returned and filed June 9<sup>th</sup> A.D. 1886, endorsed as follows, to wit:  
As commanded by the foregoing Writ of Partition and Dower I have executed the same by the oaths of A.D. Doolittle, J. T. Moore and Sol. Butz, 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. Given under my hand this 9<sup>th</sup> day of June A.D. 1886.  
Service 30 Mileage 16 Executing Writ + swearing Com. 120 (total \$1.66)  
Commissioners 300 M. Hopkins, Sheriff.  
A.R. Phillips } Commissioner's Report.  
                  } against Union County, ss.  
Eliza Phillips } 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, we are of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same, subject to said Dower Estate, (\$550.00) Five hundred + fifty Dollars. Given under our hands, this 8<sup>th</sup> day of June A.D. 1886.  
A.D. Doolittle, J. T. Moore, Sol Butz, Commissioners.

Afterward, on the 16 day of June, A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. No. 5093 A.R. Phillips vs Eliza Phillips Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same, and it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of said estate at \$550.00. The Court find said proceedings and return in all respects correct and in conformity to law; and do therefore approve and confirm the same. and thereupon neither of said parties electing to take the said estate at its appraised value, on motion of the plaintiff, it is ordered that said estate be sold at public auction, and that an order issue therefor to the sheriff of Union County.

Afterward, on the 16 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, to the Sheriff of Union County. Greeting: Union County, ss. In pursuance of an order of our Court of Common Pleas, within and for the County of Union, at the May term, A.D. 1886, in a certain civil action, now pending in said Court, wherein A.R. Phillips was Plaintiff, and Eliza Phillips was Defendant, 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 described as follows; to wit: In lot No. Three hundred and Eleven (311) in the Village of Marysville, Union Co. Ohio. Appraised at \$550.00, subject to the Power Estate of ; 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. [Seal] J. L. Burgher, Clerk.

Sheriff's Return. No. 5093 Said Writ returned and filed July 17 1886, 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 Times a newspaper printed and in general circulation in Union County, Ohio; and on the 17th day of July, A.D. 1886, at 1 1/2 o'clock P.M. on said day, at the door of the Court House in said County, I offered for sale, at public auction, the lands and tenements described in this writ: Not sold for want of bidders. Service 30 copy to Printer. 30 Total 60 Printer's Fees 7.00 M. Hopkins, Sheriff.

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:

A.R. Phillips vs Eliza Phillips 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 1886. At or abo real estate, to and state of said Villa. Terms of said years. Dec. D. W. Ayers, A. H. Bigg Marysville. County, Ohio mixed Adve weeks, the fo on the 10th d. Sevon. June 1886.

Proof of Publication. No. 5093

Order of Sale.

Sheriff's Return.

Afterward was issued The State of Union Co. Pleas, with in a certain Phillips wa mand you the lands a in the cour In lot No. E Union Co. O Phillips; a to our said then and Court, at [Seal] By W. O. said Writ rel As coman herein des the day of s general ev ber A. D. 188 in said b tenements 30 copy to

After tion was f

at the north door of the Court House, in Marysville, Ohio, on Saturday, July 17, 1886. At or about the hour of 10 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: In Lot No. 311, in said Village of Marysville, Union County, Ohio. Appraised at \$550. Terms of sale - one third cash; one third in one year, and one third in two years. Deferred payments secured by mortgage on the premises sold.  
 Marion Hopkins, Sheriff of Union County, O.  
 D. W. Ayers, Atty.

Proof of Publication.  
 No. 5093

Proof of Publication.

A. H. Bightler 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 12<sup>th</sup> day of June, 1886, and the last on the 10<sup>th</sup> day of July, 1886. A. H. Bightler.

Sworn to and subscribed by A. H. Bightler before me, this 17 day of June 1886. J. L. Burgner, Clerk. Printer's Fee \$7.00

Order of Sale.

Afterward, on the 30<sup>th</sup> day of July, A. D. 1886, the following Order of Sale was issued by the Clerk of said Court, to-wit:  
 The State of Ohio. } To the Sheriff of Union County - Greeting:  
 Union County ss. } In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the May term, A. D. 1886 in a certain civil action, now pending in said Court, wherein A. R. Phillips was Plaintiff, and Eliza Phillips was Defendant, 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 described as follows, viz: In Lot No. Three hundred and Eleven (311) in the Village of Marysville, Union Co. Ohio. Appraised at \$550.00, subject to the Dower Estate of Eliza Phillips; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this Writ. Witness my hand and the seal of the said Court, at Marysville this 30<sup>th</sup> day of July A. D. 1886.

[Seal]

J. L. Burgner, Clerk.

By W. M. Winget, Deputy Clerk.

Sheriff's Return.

Said Writ returned & filed 6<sup>th</sup> day of Sep. A. D. 1886, endorsed as follows, viz: 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 4<sup>th</sup> day of September A. D. 1886, at 1 1/2 o'clock P.M., on said day, at the door of the Court House in said County, I offered for sale, at public auction, the lands and tenements described in this Writ: Not sold for want of bidders. Service 30 Copy to Printer, 30 Total 60 M. Hopkins, Sheriff.

Afterward, on the 7<sup>th</sup> day of Sep. A. D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

A.R. Phillips vs Eliza Phillips  
 On Partition. Sheriff's Sale.  
 Court of Common Pleas, Union Co.,  
 By virtue of the above stated Writ to me directed from the Court of Common Pleas Union County Ohio, I will offer at Public Sale at the North door of the Court House, in Marysville, Ohio, on Saturday, September 4<sup>th</sup> 1886. At or about the hour of 10 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: In lot No. 311 in said village of Marysville, Union County, Ohio. Appraised at \$500. Terms of Sale - One third cash; one third in one year; and one third in two years. Deferred payments secured by mortgage on the premises sold.  
 Maion Hopkins, Sheriff of Union County, Ohio.  
 D. W. Ayers, Atty. 31-5

Proof of Publication.  
 A.R. Bightler Being duly sworn says he is the A.R. Bightler 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 28<sup>th</sup> day of July, 1886, and the last on the 28<sup>th</sup> day of August, 1886. A. H. Bightler.  
 Sworn to and subscribed by A. H. Bightler before me this 4<sup>th</sup> day of Sept. 1886.  
 J. I. Burger, Clerk. Printer's Fee: 7.00

Afterward, on the 27<sup>th</sup> day of Oct. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry  
 No. 5093  
 A.R. Phillips vs Eliza Phillips  
 This day this cause came on to be heard upon the application of the plaintiff to set aside the appraisement heretofore made in this case, and it appearing to the court that under the former appraisement herein the said lands have been twice offered for sale and returned not sold for want of bidders. It is ordered that said appraisement be and the same is hereby set aside, and it is ordered that by the oaths of G. Houston, J. B. Whipple, J. W. Tilton, the said lands be appraised, and an order of appraisement & Sale issue to the Sheriff of Union Co. Ohio.

Afterward, on the 27<sup>th</sup> day of Oct. A.D. 1886, the following Praecipe was filed with the Clerk of said Court, to wit:

Praecipe  
 A.R. Phillips, Plaintiff, vs Eliza Phillips, Deft.  
 To Clerk: Issue order of appraisement & Sale in partition in the above case to the Sheriff of Union Co. O. Returnable according to law. D. W. Ayers, Atty. for Pltff.

Afterward, on the 27<sup>th</sup> day of October 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 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 A.R. Phillips is Plaintiff, and

Eliza Phillips proceed to ... and sell at ... in said pe ... and State ... hundred ... Ohio, and ... our said bo ... and there t ... Court, at ... Deal

State of Ohio Union Cou issued, and ed commis view of the Given J.B. Whelpt Said

Sherriff Return. No. 5093

as commar herein desc the day of general cir ember A.D. house in s and tenan R. S. Woodb fifty Dolla value; and purchaser ing Mortgage

Aftera cation was a.R. Phillips vs Eliza Philli the Court & sale at the day, Novem the followi Marysville scribed as County, O and out the on the pres D. W. Ayer



Eliza Phillips is Defendant, we command you that, without delay, you proceed to reappraise by the oaths of C. Houston, J.B. Whelpley & J.W. Tilton and sell at public auction according to law the lands and tenements in said petition described, to-wit: Situated in the County of Union and State of Ohio and described as follows, to-wit: In Lot number Three hundred and eleven (No. 311) in the Village of Marysville, Union County, Ohio, 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 27 day of October A.D. 1886.

[Seal] J. L. Burquer, Clerk.

Commissioners' Report.  
 State of Ohio, Court of Common Pleas.  
 Union County, ss. According to the command of the writ in this case issued, and on the call of the Sheriff of said County we, the undersigned commissioners, after being first duly sworn, and upon actual view of the premises do estimate the value of the same at \$366.<sup>00</sup>  
 Given under our hands and seals this 28<sup>th</sup> day of October 1886.  
 J.B. Whelpley [Seal] C. Houston [Seal] J.W. Tilton [Seal]

Said Writ returned and filed Nov. 27 1886, endorsed as follows, viz: 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 27<sup>th</sup> 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 R. L. Woodburn who bid for the same the sum of Two hundred and fifty 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, Recording Mortgage .25 Copy to Printer .30 making Mortgage 2.00 Pounding 1.87 Total \$4.72 Printer's Due \$7.00  
 M. Hopkins, Sheriff.

Afterward, on the 27 day of Nov. A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:  
 a.P. Phillips vs Eliza Phillips  
 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, November 27<sup>th</sup> 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 village of Marysville, County of Union and state of Ohio, and bounded and described as follows: In Lot No. 311, in said village of Marysville, Union County, Ohio. Terms of Sale - One-third cash; one-third in one year, and one-third in two years. Deferred payments secured by mortgage on the premises sold. Marion Hopkins, Sheriff of Union County, Ohio.  
 D. W. Ayers, Atty.

ted from Public Saturday, the 27<sup>th</sup> of Marysville, Ohio, and the premises

of the village and paper July, 1886

14<sup>th</sup> day of was

applicable here to the form sale said appraised that ds be appraised in Union Co.

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Sheriff's Return No. 5093

Proof of Publication

Proof of Publication A. H. Brighter 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 29 day of October, 1886 and the last on the 2 day of November 1886, A. H. Brighter.

Sworn to and subscribed by A. H. Brighter before me this 27 day of November 1886. J. L. Burquer, Clerk. Printer's Fee \$7.00

Afterward on the 5 day of Jan. A. D. 1887 the following answer was filed with the clerk of said Court, to wit:

answer. A. R. Phillips, Plaintiff vs. Court of Common Pleas, Union County Ohio. Eliza Phillips et al., Defts. Answer & Cross Petition. No. 5093

Now comes Robinson Curry & Co. one of the defendants, and for their answer and cross petition say that on or about the 7th day of June 1884, the said Robinson Curry & Co. furnished lumber and material for the purpose of repairing and building a dwelling house on certain lands then and now the property of the said William M. Phillips deceased, being the same property described in plaintiff's petition on the 8th day of June 1884 the said Phillips commenced repairing and building said house and finished the same on September 30th 1884. On the 16th day of October 1884 and within four months from the furnishing of such material, in order to obtain a mechanics lien for the amount so due the plaintiff duly filed with the recorder of Union County an affidavit, containing an itemized account of the amount and value of such material, with all credits and offsets, which was duly recorded in Lien Book No. 2 Page 267 in said Recorder's office Union County, Ohio. And that there is due on said account the sum of Twenty four & 7/100 dollars with six per cent interest from October 16th 1884. The said estate of William M. Phillips is indebted to said Robinson Curry & Co. the sum of Twenty eight dollars. Wherefore the said Robinson Curry & Co. asks that out of the proceeds of the sale of said property be applied to pay said demand \$28.00 with interest from day of December 1886 and for such other relief as is proper.

Cameron & Woodburn, Atty. for Robinson Curry & Co.

State of Ohio, Union County, ss. C. L. Robinson one of the firm of Robinson Curry & Co. being duly sworn says that the facts and allegations stated in the foregoing answer are true as he verily believes. C. L. Robinson.

Sworn to before me and subscribed in my presence this day of December 1886. E. W. Potter, Notary Public, Union County, Ohio.

Afterward on the 5 day of Jan. A. D. 1887 the following answer was filed with the clerk of said Court, to wit:

answer. A. R. Philips, plaintiff, vs. Court Common Pleas, Union County, Ohio. Eliza Philips, defendant. Answer.

The defendant Eliza Philip now comes and asks the court for leave to file her answer herein and says, that summons

was not served on Mr. 26 1886 and service she is now awaiting a when she came to a view the petition action and that such try was admitted. Said intestate was in the petition child she support as has received since his to the private man ship there thereof on the front time and that years support be just a and first State of Union County Ohio duly sworn ing answer 1886.

Allegations were made A. R. Phillips vs Eliza A. Phillips No. 5093 his procedure the court had in a sale are he is ordered chaser R. said Eliza

was not served on her in this cause and that she was not aware until Nov. 26 1886 that she had entered her appearance and waived the issuing and service of process herein in the petition by signing her mark as she is now informed she did. She says she is not able to write or read writing and that she was not informed and did not understand when she made her mark as aforesaid that she was entering her appearance to a writ the object of which was the sale of the property described in the petition and that she was wholly ignorant of the legal effect of such action and her legal rights in the premises and had no knowledge that such proceedings had been taken until informed that the property was advertised for sale. She says that said William M. Philip died intestate and that he left no personal property and no administrator was appointed in his estate and that the property described in the petition was all he died seized of and that he left no minor child. She says that no allowance has been made to her for her years support as the widow of said William M. Philip deceased and that she has received nothing from his estate except the use of said property since his decease. The defendant further says that she contributed to the purchase of said property described in the petition of her own separate means the sum of \$100. and that she has an interest & ownership therein of that amount. She says that she advanced \$30 thereof on the day of \_\_\_\_\_ and the balance in smaller amounts from time to time until the property was paid for. The said defendant therefore asks the court to protect her rights in the premises and that such allowance may be made to her as or in lieu of her years support out of the proceeds of the sale of said property as may be just and proper and that \$100 with interest from the day of \_\_\_\_\_ may be decreed for her out of the same and for such other and further relief as law & equity may require.

Edward C. Cole, Atty. for defendant.

State of Ohio.

Warren County, ss. The said Eliza Philip defendant, being first duly sworn says the facts stated and allegations in her foregoing answer are as she believes true. Eliza x Philip.  
Sworn to & subscribed before me this 26 day of November, 1886. M. Mahan J. P. in & for Paris Twp of said County.

Afterward, on the 1 day of June, A.D. 1887, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. A. R. Phillips, plaintiff. Entry. On motion of the plaintiff and upon producing the return of the sheriff of his proceedings and sale, under the former order of this court, and the court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the said sheriff is ordered by deed duly executed to convey said premises to the purchaser R. S. Woodburn free of the dower of Eliza Phillip. And the said Eliza Phillip having elected to receive in lieu of her dower

Entry No. 5593

its value in money the court find the just and reasonable value thereof, which also includes all the claim and interest said Eliza Phillip has in and to said premises, to be \$62.50. It is further ordered that out of the proceeds of said sale the sheriff pay. First To the Treasurer of Union County \$6.00 being the taxes and penalty due on said premises. Second To the clerk of this court the costs of this action, including a counsel fee of \$25.00 to D.W. Ayers, for their services herein taxed to \$7.50. Thirdly To the said Eliza Phillip the said sum of \$62.50 as and for her full dower and interest, and claim in the said premises. Fourthly To the following named persons <sup>the heirs, devisees and assigns of said Eliza Phillip, deceased, as follows,</sup> Reed + Buttz \$4.25, Dr. R. M. Graham \$14.00, Dr. W. S. White \$10.25, H. W. Mowry + Co. \$1.00, D. S. W. Kittrick \$5.75, E. A. Williams \$5.25. Fifthly To Robinson, Curry + Co. on their judgment on Mechanics Lien \$28.00. Sixthly To the plaintiff, A. R. Phillips, the residue of the proceeds of said sale.

Attest, John L. 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 county of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 16 day of May in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore to wit: on the 10 day of Jan, A.D. 1887, the following Petition was filed with the clerk of said Court, to wit:

Petition  
No. 5235  
Anna R. South, George W. South, her husband, Plff. } Common Pleas Court  
vs } Union County, Ohio.  
Peter Joliff, Jacob Joliff, Jesse Joliff, Lucy Bosh wife of }  
Thomas Bosh, Mary Fields wife of Joseph Fields, Dfts. } Partition.

The plaintiff says that she has a right to and is seized in fee simple as the daughter and one of the heirs at law of William Joliff deceased of the undivided one fourth part of the following real estate situated in the county of Union and State of Ohio, and part of Va. Military Survey No. 5809 being twenty five and half acres. Commencing in the W. line of said Survey at the point where the Richwood + Bokes Creek Gravel road crosses said line, thence with Wm. Whites line N. 81 1/2 E. 32 poles to a stake - thence parallel and 32 poles therefrom S. 13 E. 133 poles to a stake in the centre of said gravel road; thence with the centre of said gravel road N. 80 3/4 and 34 1/2 poles to the place of beginning.

2 Lot. That the plff. has a life right to, and is seized in fee simple of one undivided six part of the following described land, commencing at a stone in the centre of the Richwood + Bokes Creek gravel road S. 80 3/4 E. 34 1/2 poles from the intersection of said road + the west line of said survey. Thence N. 13 W. 133 poles parallel with said Survey line to a stake. Thence with Wm. Whites line N. 81 1/2 E. 17 poles to a stake, thence S. 13 E. 108 1/2 poles, thence N. 77 1/2 E. 7 1/2 poles to a stake, thence S. 13 E. 32 1/2 poles to the road center, thence to the place of beginning, containing 16 acres.

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The defendant Mary Fields wife of Joseph Fields, Lucy Boeh wife of Thomas Boeh and Peter Joliff, are tenants in common with the plaintiff <sup>Anna B. South</sup> in said 25 1/2 acres in the following proportions one fourth belongs Mary Fields who is a daughter of said William Joliff intermarried with Joseph Fields who reside in Union County Ohio. One fourth to Lucy Boeh who is intermarried with Thomas Boeh and reside in Union County, Ohio, one fourth part to Peter Joliff - Jacob and Jesse Joliff, did each own one sixth part of the original farm of their father William Joliff, but they sold and conveyed their several and respective interest therein in said 25 1/2 acres to Asa Longstaff. The plaintiff says that said Mary Fields Lucy Boeh Peter Joliff, Jesse Joliff and Jacob Joliff are each tenants in common with Pltff. Anna B. South in said 16 acres, each owning the undivided 1/6 part thereof. Plaintiff desires to have her interest set off to her in severalty, and prays that partition may be made of each piece or if that cannot be done without manifest injury, that such proceedings may be had as are authorized by law.

P. B. Cole & Son, Pltff's Attys.

State of Ohio.

Union County ss. G. W. South one of plaintiffs being sworn says the facts stated & allegations in foregoing pleading are as he believes true.

George W. South

Sworn to & subscribed before me this 8<sup>th</sup> day of Janry. 1887.

E. E. Cole, Notary Public, [Seal]

Anna B. South, George W. South,

Præcipe

<sup>vs</sup>  
Peter Joliff, Jesse Joliff, Jacob Joliff, Mary Fields,  
Joseph Fields, Lucy Boeh, Thomas Boeh

Issue a Summons on the above parties Returnable according to law.

P. B. Cole Atty for Pltff.

The Clerk will issue a summons for Jacob Joliff to the sheriff Putnam County returnable according to law.

P. B. Cole & Son, Pltff's Attys.

Summons

Afterward, on the 10<sup>th</sup> day of January A. D. 1887 the following summons was issued by the clerk of said Court, to-wit:

No. 5235  
The State of Ohio. To the Sheriff of the County of Union Greeting:  
Union County, ss: We command you to notify Peter Joliff, Jacob Joliff, Lucy Boeh, Thomas Boeh, Mary Fields and Joseph Fields, that they have been sued by Anna R. South and Geo. W. South in the Court of Common Pleas of Union County, and that unless they answer by the 12<sup>th</sup> day of Feb. A. D. 1887, the petition of said plaintiffs Anna R. South and Geo. W. South 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 24<sup>th</sup> day of January A. D. 1887. Witness my hand and the seal of said Court, this 10<sup>th</sup> day of January A. D. 1887.

[Seal]

J. L. Burquer, Clerk.

Endorsed: In action for Partition. P. B. Cole, Plaintiffs Atty. Said Writ returned, and filed Janry. 24, A. D., 1887, endorsed as follows, to-wit:

*Sheriff's Return.*  
 The State of Ohio, Union County, ss. Received this Writ Jan'y. 20 A. D. 1887. at 5 o'clock, P.M. and pursuant to its command, on the 24<sup>th</sup> day of Jan'y. 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 1.20 Mileage 3.52 Copy 1.40 Total \$6.12  
 M. Hopkins, Sheriff.

Afterward, on the 22<sup>nd</sup> day of January, 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 Putnam, Greeting:  
 We command you to notify Jacob Joliff that he and others have been sued by Anna B. South and George South in the Court of Common Pleas of Union County, and that unless he answers by the 19<sup>th</sup> day of February A. D. 1887, 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 31<sup>st</sup> day of January A. D. 1887. Witness my hand and the seal of said Court, this 22<sup>nd</sup> day of January A. D. 1887.  
 [Seal] J. L. Burquer, Clerk.

*Sheriff's Return.*  
 Endorsed: In action for Partition. P. B. Cole & Son. Plaintiffs Atty. Said Writ returned & filed, Jan 31<sup>st</sup> A. D. 1887, endorsed as follows, viz:

The State of Ohio, Putnam County, ss. Received this Writ January 24<sup>th</sup> A. D. 1887, at 8 o'clock A.M. and pursuant to its command, on the 27<sup>th</sup> day of January, A. D. 1887, I served the same by delivering to the within named def't. a true & certified copy thereof with all the endorsements thereon, Service. 30 Mileage 2.00 Deed. Rec. &c. 65 Copy. 25 Return. 25 Total \$3.45  
 Peter Wannemacher Sheriff. By J. A. Wannemacher, Deputy.

Afterward on the 10<sup>th</sup> day of Mar. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

*Entry.*  
 Anna B. South and Geo. W. South her husband, Pltff. vs Peter Joliff, Jacob Joliff, Lucy Boeh wife of Thomas Boeh, Mary Fields, Joseph Fields, Jesse Joliff, Dfts.  
 No. 5235  
 Thereupon this cause came on to be heard upon the petition of the Pltff. The Court find that all of the Dfts have had due legal notice of the Pendency and demand of this Petition and that they are in default for answer or demurrer, and that the said petition is hereby confessed by them to be true. Thereupon the Court find that the Pltff. Anna B. South is seized of and has a legal right to the undivided one fourth part of the parcel of land in the petition designated as Lot 1 of twenty five and one half acres, and that she is entitled to have partition made of said premises and that Dfts. Mary Fields, Lucy Boeh and Peter Joliff are tenants in common with said Plaintiff in the premises in the following proportions to-wit, The said Mary Fields is seized of and has a legal right to an undivided fourth part thereof, said Lucy Boeh and Peter Joliff are each seized of and have a legal right to one undivided one fourth

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part. of thereof - and no reason appearing why Partition should not be made. It is therefore ordered adjudged and decreed by the Court that, partition of said estate be made, and that an order issue to the sheriff of Union County commanding him that by the oaths of Jas. A. Henderson, John S. Moore, and Geo. W. Cowit three judicious and disinterested free holders of the vicinity (who are not akin to either party and) who are hereby appointed commissioners for that purpose, he cause to be set off and divided to the said Pltff. and to each of said defendants the part and proportion of said estate to they are herein before severally found entitled. And it is further 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, that they appraise the same and of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay. The Court further find that the said Anna B. South is seized of and has a legal right to one full equal undivided one sixth part of the real estate described in said petition as sixteen acres. and is entitled to have partition thereof and that the Defendants are tenants in common with the plaintiff in said premises in the following proportions to wit, she said Mary Fields is seized of, and has a legal right to one undivided one sixth part of said last named tract of land. Lucy Bosh to a like one sixth part thereof, Peter Joliff to one sixth part thereof, Jacob Joliff to one sixth part thereof, and Jesse Joliff to one sixth part thereof. And no reason appearing why partition should not be made. It is therefore ordered adjudged and decreed that partition of said estate be made and that an order issue to the sheriff of said county of Union commanding him that by the oaths of James A. Henderson, John S. Moore and Geo. W. Cowit three judicious disinterested free holders of the vicinity not of kin to either party, and who are hereby appointed commissioners for that purpose he cause to be set off and divided to said Pltff and to each of the Defendants the part and portion 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 said premises cannot be divided by metes and bounds without injury to the value thereof, that they appraise the same. And of his proceedings herein the said sheriff is ordered to make due return without unnecessary delay.

Afterward, on the 16 day of March A.D. 1887. the following Writ of Partition was issued by the Clerk of said Court, to wit:

Writ of Partition No. 235  
 State of Ohio,  
 Union County, ss. To the Sheriff of said County Greeting:  
 We command you, That without delay, by the oaths of James A. Henderson, John S. Moore and Geo. W. Cowit you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to wit: Part of Va. Military Survey, No. 5809 being twenty five + 1/2 acres commencing in the west line of said Survey at the point where the Richwood and Bokes Creek gravel road crosses said line, thence with said line N 83 W. 123 poles to a stake, thence with Wm Whites line N. 81 1/2 E. 32 poles to a stake, thence par-

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-allel. and 32 poles therefrom S. 13 E. 133 poles to a stake in the center of said gravel road. Thence with the center of said gravel N. 80 3/4 E. 34 7/10 poles to the place of beginning. Commencing at a stake in the center of the Richwood and Bokes Creek gravel road S. 80 3/4 E. 34 7/10 poles from the intersection of said road and the west line of said Survey. Thence N. 13 W. 133 poles parallel with said Survey line to a stake. Thence with Wm Whites line N. 8 1/2 E. 17 poles to a stake. Thence S. 13 E. 108 1/2 poles. Thence N. 77 1/2 E. 7 1/10 poles to a stake. Thence S. 13 E. 32 1/2 poles to the road center. Thence to the place of beginning containing 16 acres. among the persons named herein, and in the following proportions, to wit: To Anna B. South one fourth part, to Mary Fields one fourth part, to Lucy Bosh one fourth part, to Peter Jolliff one fourth part, of the first described tract of 25 1/2 acres; to Anna B. South one sixth part, to Mary Fields one sixth part, to Lucy Bosh one sixth part, to Peter Jolliff one sixth part, to Jacob Jolliff one sixth part, to Jesse Jolliff one sixth part, of the last described tract of 16 acres. 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 Anna B. South and Geo. W. South her husband are Plaintiffs, and the said Peter Jolliff, Mary Fields, Lucy Bosh, Jacob Jolliff and Jesse Jolliff are Defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court dotherwith. Witness, my name and the Seal of said Court of Common Pleas, at the Court House in Marysville, O. this 16<sup>th</sup> day of March A. D. 1887.

[Seal] J. L. Burque, Clerk.

Sheriff's Return

Sheriff's Return As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of J. A. Henderson, George W. Court and J. T. Moore causing said partition to be made, as will appear by the Report of the Commissioners, herewith returned. Given under my hand this 18<sup>th</sup> day of March A. D. 1887. Service 30 Mileage 2.24 Executing Writ & Swearing Com. 1.20 Conveying Com 1.50 Total 5.24 Com. Fees 3.05 M. Hopkins, Sheriff.

Commissioners' Report

Anna B. South et al. vs. 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, were of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same at: --- First described tract \$40<sup>00</sup> per acre, Total \$1020<sup>00</sup>. Second described tract \$50<sup>00</sup> per acre Total \$800<sup>00</sup>. Given under our hands, this 18<sup>th</sup> day of March A. D. 1887. J. A. Henderson, G. W. Court J. T. Moore. Commissioners.

afterward, on the 1 day of April, A. D. 1887, the following Entry was made on the journal by the Clerk of said Court to wit: Anna B. South & George W. South, Plaintiffs.

Entry

vs Peter Jolliff, Jacob Jolliff, Jesse Jolliff, Lucy Bosh wife of Thos Bosh, Mary Fields wife of, Joseph Fields Defts.

No. 5235

Common Pleas  
On motion upon production of the books examined, same are heretofore parties elected said common Pleas to be sold according to the

Afterward Sale was made The State of Ohio Union County

Order of Sale No. 5235

For partition and for the civil action, at. are Plaintiffs you that, as lands and in the Court Military line of said creek grave N. 123 poles E. 133 poles to the center of beginning. in the center E. 34 7/10 pole of the said. by line to a stake. Thence S. 13 E. 108 1/2 poles proceeding from Pleas a Witness. [Seal] Marysville, Ohio.

Sheriff's Return

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of J. A. Henderson, George W. Court and J. T. Moore causing said partition to be made, as will appear by the Report of the Commissioners, herewith returned. Given under my hand this 18<sup>th</sup> day of March A. D. 1887. Service 30 Mileage 2.24 Executing Writ & Swearing Com. 1.20 Conveying Com 1.50 Total 5.24 Com. Fees 3.05 M. Hopkins, Sheriff.



No. 5235  
 Common Pleas Court, Union County, Ohio. Decree of Confirmation and Sale.  
 On motion to the Court by P. B. Cole & Son counsel for the Petitioners, and upon producing the proceedings of the Sheriff, and the report and proceedings of the Commissioners herein before appointed and the same being examined, It is ordered that said proceedings and report be, and the same are hereby approved and confirmed; and thereupon neither of the parties electing to take said estate at the appraised valuation thereof by said commissioners; On motion of the Petitioners, It is ordered that said estate be sold at public auction, by the sheriff of said county of Union according to the statute in <sup>such</sup> case made and provided.

Afterward, on the 4<sup>th</sup> day of April A.D. 1887, 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 Union County - Greeting:  
 For performance of the order of our Court of Common Pleas, within and for the County of Union at the Feb. term, A.D. 1887, in a certain civil action, now pending in said Court, wherein Anna B. South et al. are Plaintiffs, and Peter Jolliff 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 County of Union and State of Ohio and being part of Virginia Military Survey No. 5809 being 25 1/2 acres, commencing in the west line of said Survey at the point where the Richwood and Bokes Creek gravel road crosses said line, thence with said line N. 13 W. 123 poles to a stake, thence parallel and 32 poles therefrom S. 13 E. 133 poles to a stake in the center of said gravel road, thence with the center of said gravel road N. 80 3/4 and 34 4/100 poles to the place of beginning.

Also another tract commencing at a stake in the center of the Richwood and Bokes Creek gravel road S. 80 3/4 E. 34 4/100 poles from the intersection of said road and the west line of the said Survey. Thence N. 13 W. 133 poles parallel with said Survey line to a stake, thence with Wm Whites line N. 8 1/2 E. 17 poles to a stake. Thence S. 13 E. 108 1/2 poles, thence N. 77 1/2 E. 7 2/100 poles to a stake, thence S. 13 E. 32 1/2 poles to the road center. Thence to the place of beginning, containing 16 acres. First tract appraised at \$40 per acre - \$1020<sup>00</sup> 2<sup>nd</sup> tract appraised at \$50 per acre - \$800<sup>00</sup>; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this Writ.

Witness my hand and the seal of the said Court, at Marysville, Ohio, this 4<sup>th</sup> day of April A.D. 1887.  
 J. L. Burgner, Clerk.

Sherriff'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 7<sup>th</sup> day of May A.D. 1887 at 1 1/2 o'clock, P.M., on said day, at the door of the Court House in said County, I offered for sale, at public auction, the lands

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and tenements described in this Writ; And then and there came Asa Longstaff who bid for the first described tract the sum of one thousand two hundred + eighty one +  $\frac{97}{100}$  Dollars, and for the second described tract the sum of Five hundred and forty four Dollars and said sum being more than two-thirds the appraised value; and he being the highest and best bidder, was declared the purchaser. Service 30 Cops to Printer 30 Poundage 13.68 Making Mortgage 200 Recording Mortgage 1.25 Total \$ 17.53, <sup>Original \$ 16.50</sup> M. Hopkins, Sheriff.  
By A.H. Goodwin, Deputy.

Afterward, on the 17 day of May, A.D. 1887 the following Proof of Publication was filed with the Clerk of said Court, to wit:  
Anna B. South et al. } Court of Common Pleas, Union County, O.  
vs } No. 5235  
Peter Jolliff et al. } On Partition  
Court of Common Pleas Union County, O.

By virtue of the above stated writ to me directed, from the Court of Common Pleas, Union County, Ohio. I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, May 7<sup>th</sup>, 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 county of Union and State of Ohio, and bounded and described as follows: Being part of Virginia Military Survey No. 5809, being 25 1/2 acres commencing in the west line of said Survey at the point where the Richwood and Bokes Creek gravel road crosses said line; thence with said line north 3 west 123 poles to a stake; thence parallel and 32 poles therefrom south 13 east 133 poles to a stake in the center of said gravel road; thence with the center of said gravel road north 80 1/2 and 34 4/100 poles to the place of beginning.

Also another tract commencing at a stake in the center of the Richwood and Bokes Creek gravel road south 80 1/2 east 34 4/100 poles from the intersection of said road and the west line of the said Survey; thence north 13 west 133 poles parallel with said Survey line to a stake; thence with Wm White's line north 81 1/2 east 17 poles to a stake; thence south 13 east 108 1/2 poles; thence north 77 1/2 east 7 1/100 poles to a stake; thence south 13 east 32 1/2 poles to the road center; thence to the place of beginning, containing 16 acres. First tract appraised at \$40.00 per acre. Second tract appraised at \$50.00 per acre. Terms of Sale - One-third cash; balance in one and two years. Deferred payments to be secured by mortgage on the premises sold.

Marion Hopkins, Sheriff Union County Ohio.  
P.B. Colet Son, attorneys.  
The State of Ohio,  
Union County, s.s. April 6, 1887 - 500 - p.p. \$ 16.50

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 6, 1887.

W.O. Shearer.  
Sevours to and subscribed before me, this 17 day of May, 1887.  
J.L. Buzgner, Clerk.

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Entry. Afterward, on the 17<sup>th</sup> day of May A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
Anna B. South et al.

No. 5235 vs Peter Jolliff et al. On motion leave was granted to J. S. Jolliff Adm'r to withdraw his answer herein and same withdrawn.

Entry. Afterward, on the 17<sup>th</sup> day of May A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
Anna B. South et al. No. 5235

vs Peter Jolliff et al. On motion Jesse Jolliff is granted leave to withdraw his answer & cross-petition & reply herein and same withdrawn.

Entry. Afterward, on the 17<sup>th</sup> day of May A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
Anna B. South and George W. South her husband, Plffs.

vs Peter Jolliff, Jacob Jolliff, Jesse Jolliff, Lucy Bosh, Thomas Bosh, her husband, Mary Fields, Joseph Fields, her husband; Defts.

No. 5235 Union Township Pleas.

Confirmation & order of distribution. May 17<sup>th</sup> 1887.  
On motion of the plaintiff, and upon producing the returns of the sheriff of his proceedings and sales, 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 sales are hereby approved and confirmed. And the said sheriff is ordered by deed duly executed to convey said premises to the purchaser Asa Longstaff. It is further ordered that out of the proceeds of said sales the Sheriff pay, Out of the proceeds of each tract. First & To the Treasurer of Union County Dollars, being the taxes and penalty due on said premises. Secondly - To the clerk of this court the costs of this action including a counsel fee of \$ to P. B. Coletson for their services herein taxed to \$ Thirdly - And of the residue of the proceeds of said sale - to the plaintiff Anna B. South one fourth of the cash proceeds of the said sale of the twenty five & one half acres - said 1/4 of said cash proceeds being \$ and also deliver to plaintiff Anna B. South 1/4 of the notes for the deferred payments on said 25 1/2 acres and also pay to said Anna B. South one sixth of the cash proceeds and deliver to her one sixth of the notes for the deferred payments on the said sale of the sixteen acres, said 1/6 cash being \$ To the defendant Lucy Bosh the one fourth (being \$ ) of the cash proceeds of said sale of the 25 1/2 acres and one fourth of the notes for the deferred payments thereon. And one sixth (being \$ ) of the cash proceeds, and one sixth of the notes for the deferred payments on the sale of said 16 acres To the said Peter Jolliff defendant one fourth (being \$ ) of the cash proceeds of the sale of said 25 1/2 acres, and also one fourth of the notes for the deferred payments thereon. Also one sixth (being \$ ) of the cash proceeds of the sale of said 16 acres and one sixth of the notes for the deferred payments thereon. To the defendant Jesse Jolliff one sixth

of the cash proceeds of the sale of said 16 acres, said one sixth being #  
and one sixth of the notes for the deferred payments thereon. To the  
said defendants (Jacob Jolly one sixth (being # ) of the cash pro-  
ceeds of the sale of said 16 acres, and one sixth of the notes for the de-  
ferred payments thereon, and it being suggested to the Court by plain-  
tiff that since the decree for the sale in this case Mary Fields one of  
the defendants herein has died leaving an infant child Ellen Fields  
as her sole legal representative it is ordered that said Ellen Fields  
an infant be made a party defendant herein. J.B. Fulton is appointed  
guardian ad litem for said infant when she is brought into court.  
and all other questions are reserved for further hearing and order.

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Pleas before His Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the third subdivision of the Tenth judicial District of the State of Ohio, on the 16 day of May, in the year of our Lord, one thousand, eight hundred, and eighty seven,

Heretofore, to-wit, on the 16 day of Oct. A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit;

John Gibson, Administrator of the Estate of Robert B. Smith, Deceased, plaintiff,

Common Pleas, Union County, Ohio.

Petition No. 4941

vs William B. Smith a minor over 14 years of age, Eva J. Smith, Joie Smith a minor over 14 years of age; Margaret Smith widow of said decedent, Union Central Life Insurance Company Enterprise Building and Loan Association Cornelia Taylor, Sarah Evans, Indiana Yearly meeting of the Religious Society of Friends, Defendants.

Petition by Administrator to sell land to pay debts.

The said plaintiff represents that valid debts of decedent amounting to six thousand eight hundred dollars have come to the knowledge of your petitioner (a schedule of which debts is hereto attached); that the costs of Administration will amount to about 200 dollars, and that the total value of the personal estate and effects of decedent is but \$750.00 dollars, being wholly insufficient to pay the debts and costs aforesaid, said plaintiff further represents that said Robert B. Smith died seized in fee simple of the following described real estate situated in the county of Union and State of Ohio, to-wit: situated in the county of Union and State of Ohio, and in V.M. Survey No. 5506: Beginning at a stone in the south line of said survey and south west corner of Moses Laird's land, being also the center of the Super & Kirkade road, N. 8° W. 164 poles to a stone witness a hickory beech & dogwood trees) in said line & south east corner of Elizabeth D. Lee's land, thence with the south line of said Elizabeth Lee's land S. 82° W. 80 1/2 poles to a stake; thence S. 8° E. 164 poles to a stake in the south line of said Survey No. 5585; thence with said line N. 82° E. 80 1/2 poles to the place of beginning, containing 82 1/2 acres of land more or less. Second tract: In Township of Giesburg, State of Ohio, and County of Union and in V.M. Survey No. 3694: Bounded & described as follows: Commencing at a stake & three black ash trees in the original line of said Survey; thence S. 82° E. 134 1/2 poles to a stake and two red elms and ironwood; thence S. 8° E. 65 poles to a stake and two ash trees & beech; thence N. 83° W. 134 1/2 poles to a stake two beeches and an ash thence S. 8° W. 64 poles to the beginning containing 54 acres more or less. Also in same survey 3694: Beginning at 2 ash trees and an elm west corner of Thomas Tulke land: thence S. 8° W. 62 poles to a hickory beech, ash and ironwood southwest corner of said survey; thence S. 81° 45' W. 165 poles to three black ash trees; thence N. 8° E. 64 poles to two beeches and an ash; thence N. 82° W. 165 poles to the beginning containing 65 acres more or less. Being the Joseph White farm sold & conveyed to Robert Welsh by John McComb as administrator, and by said Welsh to Robert B. Smith. That said decedent died leaving the said Margaret Smith his widow who is entitled to Dower in said premises, The defendants the Union Central Life Insurance Company and Cornelia Taylor, The Enterprise Building and Loan Association The

Indiana Yearly meeting have or claim they be comp same. Said thozized to as may be p State of Ohio Union Cour ing petition things set f

Waiver of Summons No. 4941

John Gibson vs Wm. B. Ellis No. 4941

John Gibson vs Wm. B. Ellis No. 4941

Summons No. 4941

Return of said Court

Return of said Court

Indiana Yearly meeting of the Religious Society of Friends, Sarah Evans have or claim some interest in said premises, and plaintiff asks that they be compelled to set the same up or be forever cut off from asserting the same. Said plaintiff therefore prays that your petitioners may be authorized to sell said premises according to law and for such other relief as may be proper. P. B. Cole & Son, Plffs Attys.

State of Ohio, Union County, ss. John Gibson the plaintiff named in the foregoing petition being duly sworn, says that the various matters and things set forth in said petition are true as he verily believes. John Gibson sworn to and subscribed before me this 14 day of October A.D. 1885.

[Seal] Edward E. Cole, Notary Public, Marysville, Ohio, July 19<sup>th</sup> 1886;

Waiver of Summons No. 4941 The Court of Common Pleas of said County having this day ordered that Caleb Hask and others be made parties defendants in the within action, We do hereby in behalf of said Caleb Hask waive the issuing and service of summons as to him and enter his appearance herein. Carpenter & Vandeman, Attorneys for Caleb Hask.

Pracipe No. 4941 Afterward, on the 16 day of Oct. A.D. 1885, the following Pracipe was filed with the clerk of said Court, to wit: John Gibson Admr. of Robt. B. Smith Decd. Plff. vs Wm. B. Ellie J. Joseph & Margaret Smith, Deft. To the clerk of said Court; Marysville, Oct. 16, 1885. Issue a summons in the above case to Sheriff of Union County, returnable according to law. P. B. Cole & Son, Atty for Plff.

Summons Return. Afterward, on the 16 day of Oct. A.D. 1885, 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 William B. Smith, Ellie J. Smith minors over 14 years of age, Margaret Smith widow of said Decedent, Union Central Life Insurance Company, Enterprise Building and Loan Association, Cornelia Taylor and Sarah Evans, Josie Smith a minor over 14 years of age and the Indiana Yearly Meeting of the Society of Friends that they have been sued by John Gibson Administrator of Robert B. Smith deceased in the Court of Common Pleas, of Union County and that unless they answer by the 14<sup>th</sup> day of November A.D. 1885 the Petition of said plaintiff John B. Gibson 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 26<sup>th</sup> day of October A.D. 1885. Witness my hand and the Seal of said Court, this 16<sup>th</sup> day of Oct. 1885. J. I. Bramer, Clerk. Said Writ returned and filed Oct 21, A.D. 1885, endorsed as follows viz. We acknowledge service of that within summons and enter our appearance to the action this 16 of Oct. 1885. (Signed) Margaret

Smith, widow: Eva J. Smith, Cornelia A. Taylor. By A. F. Carpenter her atty.  
 Union Central Life Ins. Co. By Robinson & Piper its Attys.  
 Enterprise Building & Loan Association By Robinson & Piper its Atty.  
 Sarah Evans. by Robinson & Piper her attys.  
 Indiana Yearly Meeting of the Religious Society of Friends.  
 By A. F. Carpenter their atty.

summons Afterward, on the 17<sup>th</sup> day of Oct. A.D. 1885, the following summons was issued by the clerk of said Court, to-wit:

No. 4941

The State of Ohio,  
 Union County, ss: To the Sheriff of the County of Union, Greeting;  
 We command you to notify Jesse Smith and Wm. B. Smith minors over 14 years of age that they and others have been sued by John Gibson Admr. of Robert B. Smith deceased in the Court of Common Pleas of Union County, and that unless they answer by the 17<sup>th</sup> day of Nov. A.D. 1885, the petition of said plaintiff John Gibson 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 26<sup>th</sup> day of Oct. A.D. 1885. Witness my hand and the seal of said Court, this 17<sup>th</sup> day of Oct. A.D. 1885.  
 J. L. Burgauer, Clerk.

Sheriff's Return  
 No. 4941

Said Writ returned & filed Oct. 22<sup>nd</sup> A.D. 1885; indorsed as follows, to-wit:  
 The State of Ohio,  
 Union County, ss: Received this Writ Oct. 21<sup>st</sup> A.D. 1885, at 9 o'clock A.M. and pursuant to its command, on the 22<sup>nd</sup> 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 1.47 Copy 40 Total \$2.29 M. Hopkins, Sher.  
 By A. H. Goodwin, Deputy.

Answer.

Alterward, on the 15<sup>th</sup> day of Dec. A.D. 1885, the following answer etc. was filed with the Clerk of said Court, to-wit:  
 John Gibson, Admr. vs  
 William B. Smith and others. Court of Common Pleas Union County, Ohio.  
 answer & cross Petition of Union Central Life Ins. Co.  
 and now comes the Union Central Life Insurance Company of Cincinnati Ohio and by leave of the court first had file this their answer by way of cross petition and say they are 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 19<sup>th</sup> day of August A.D. 1875 the defendant Robert B. Smith and Margaret Smith made and delivered to the said Union Central Life Ins. Company their promissory note of that date and of which the following is a copy.  
 \$1600<sup>00</sup>  
 Marysville O. August 19<sup>th</sup> 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 -

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 Signed  
 Feb. 1<sup>st</sup> 1885 -  
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Payable semiannually for value received.

Signed Robert B. Smith, Margaret Smith.

Feb. 1<sup>st</sup> 1885 - Paid on interest on said note fifteen Dollars (\$15.00)

The defendants Robert B. Smith and Margaret Smith on the 19<sup>th</sup> 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 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 Leeburg Township and in W.M. Survey No. 5506. Beginning at a stone (Beech Sugar and Ironwood witness) in the south line of Survey No. and Southwest corner to Moses Lairds - Thence with the west line of said Moses Lairds land (being also the Centre of the Seeper and Kirkade road) N. 8° W. 164 poles to a stone (Hickory Beech and Ironwood witness) in said line and South East corner to Elizabeth D. Lee's land - thence with the South line of her land S. 82° W. 8 1/2 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. 80 1/2 poles to the beginning, containing eighty two and one half (82 1/2) acres more or less.

The condition contained in said mortgage deed was in substance that if the said Robert B. Smith and 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 same date of said mortgage, 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 there forthwith 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 13<sup>th</sup> day of October 1875 at 1 1/2 o'clock P.M. the said mortgage was delivered to the recorder of said county to be by him entered on record and recorded on the 16<sup>th</sup> day of October A.D. 1875 in Volume 11 on page 611 of records of mortgages of said county.

at May term of Court of Common Pleas of Union County a decree was entered by order of the court foreclosing said mortgage in the case of Corneha A. Taylor vs Robert B. Smith and others & for the sum of seventeen hundred forty nine and 87/100 Dollars (\$1749 87/100) with interest at rate of 8% per cent per annum payable semiannually which decree is entered in Journal 13 page 485 of Common Pleas records of said county. Said defendant the Union Central Life Insurance Company ask that their right may be fully protected in this case - that in distribution of proceeds of sale of the said premises the said decree of this defendant may be fully paid and for all proper relief.

The Union Central Life Ins. Company  
By Robinson & Piper, its attys.

State of Ohio,

Union County, ss. S. Piper being duly sworn according to law says he is one of the attorneys of the said Union Central Life Ins. Company duly authorized in the premises, that said Union Central Life Ins. Company is a corporation doing business in the State of Ohio, that none of its officers are in said County of Union to the knowledge or belief of this affiant, and that the facts stated and allegations in the foregoing answer and cross-petition are as affiant believes true. S. Piper.

Sworn to before me by S. Piper and by him subscribed in my presence this 15<sup>th</sup> day of December A.D. 1885.

[Seal]

J. J. Burgner, Clerk.

Afterward, on the 15<sup>th</sup> day of December A.D. 1885, the following answer and cross-petition was filed with the clerk of said Court, to wit:

John Gibson, Admr. Plaintiff.

answer etc

against

The State of Ohio, Union County

In the Court of Common Pleas

William B. Smith and others, Defendants.

Answer to cross-petition of Sarah Evans

No. 4941

and now comes Sarah Evans within the rule of the Court who was made Defendant in the above entitled action and for answer herein, and by way of Cross-Petition, for First Cause of Action, says: That on the Eleventh day of April A.D. 1883, the said Robert B. Smith, then in full life made and delivered to this defendant Sarah Evans his certain one Promissory Note, a true copy of which, with all credits and endorsements thereon is in the words and figures following, to wit:

\$ 904.<sup>00</sup>

Marysville Ohio, April 11<sup>th</sup> 1883.

On or before the first day of January 1885, I promise to pay Sarah Evans or order the sum of nine hundred and four Dollars for value received, with interest at eight per cent from January the 1<sup>st</sup> 1883-Interest to be paid annually. Robert B. Smith

This note secured by mortgage.

That said Promissory Note is due, and no payments have been made thereon, except as shown by said endorsements. That there is now due this Defendant and Cross-Petitioner on said Promissory Note, from said Defendant, John Gibson as Admr. of Robert B. Smith Dec'd the sum of nine hundred & four Dollars (\$904.<sup>00</sup>) with interest on \$904. there of at the rate of eight per centum per annum, payable annually, from the first day of January, A.D. 1883, for which amount this Defendant and Cross-Petitioner asks Judgment.

For second Cause of Action, this Defendant and Cross-Petitioner says: That in order to secure the payment of said Promissory Note set forth in her First Cause of Action, and the Interest accruing thereon, the said Defendant Robert B. Smith then in full life and Margaret Smith his wife executed, acknowledged and delivered to said Sarah Evans their Mortgage Deed, on second day of June, A.D. 1883, and thereby conveyed to said Sarah Evans, her heirs and assigns forever, the following described Premises, Lands and Tenements to wit: Situated in the Township of Leeburg, County of Union and State of Ohio, and known as Part of Survey No. 3694 in the Virginia Military District Beginning at a stake and three black ash trees in the original South line of said Survey, thence S. 82 E. 134 1/2 poles to a stake two red Elms and an

ironwood the N. 83° W. 134 1/2 poles to the beginning

Also another trees and a to a black oak Survey. There poles to two B. containing s. Smith, wife of execution, acknowledged thereby did Sarah Evans Dower in an August, A.D. Dec'd was left the same was Mortgage Deed Dec'd had a Robert B. Smith well and true thereon, according to be void, law. The same has Note and Jurisdiction has by premises this

This Defendant lien on the Deed from sa or any plea

Wherefore said Defendant dec'd for said Interest on \$ payable ann Defendant several lien the said proceeds of any are due this action; a tioners liens such other a Sarah The State of Court Cross-Petition

Ironwood thence S. 8° E. 65 poles to a stake two Ash trees and a Beech thence N. 83° W. 134 1/2 poles to a stake two Beech trees and an ash - thence S 8° W. 64 poles to the beginning containing fifty four acres be the same more or less.

Also another tract in the same survey No 3694 - Beginning at two ash trees and an Elm west corner of Thomas Franks land - thence S. 8° W. 62 poles to a Slickory Beach and ash and Ironwood - South west corner of said Survey - thence S. 81° 45' E. 164 poles to three Black Ash trees - thence N. 8° E. 64 poles to two Beeches and an Ash - thence N. 82° W. 165 poles to the beginning containing sixty five acres more or less. The said Defendant Margaret Smith, wife of said Robert B. Smith 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 Sarah Evans, her heirs and assigns forever, all her right and title of Dower in and to the above described premises. On the third day of August, A.D. 1883, at 2 o'clock 30 minutes P.M. of said day said Mortgage Deed was left for Record in the office of the Recorder of said County, and the same was duly Recorded by him in Volume 20, Page 312 of Records of Mortgage Deeds, on the sixth day of August, A.D. 1883. Said Mortgage Deed had a certain condition thereunder written, that if the said Robert B. Smith, his heirs, assigns, executors or administrators shall well and truly pay said Promissory Note, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void, otherwise to be and remain in full force and virtue in law. The condition of said Mortgage Deed has been broken, and the same has become absolute, by the non-payment of the said Promissory Note and Interest accruing thereon. This Defendant and Cross-Petitioner has by said Mortgage Deed a good and valid claim upon the premises therein described, which is lien thereon.

This Defendant and Cross-Petitioner further avers that she has a lien on the above described premises by virtue of her said Mortgage Deed from said time of filing, and all allegations made by any person, or any pleadings in this case to the contrary, are false and untrue.

Wherefore, this Defendant and Cross-Petitioner prays Judgment against said Defendant John Gibson as Administrator of said Robert B. Smith, dec'd for said sum of nine hundred and four Dollars (\$904<sup>00</sup>), with Interest on \$904<sup>00</sup> thereof at the rate of eight per centum per annum, payable annually, from the first day of January, A.D. 1883. And this Defendant and Cross-Petitioner further prays that the priority of the several liens on said mortgaged premises may be established; that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied first to the payment of taxes, if any are due on said premises; second, to the payment of the costs of this action; and third to the payment of the Defendants and Cross-Petitioners liens in their proper order of priority, and that she may have such other and further relief as in equity she is entitled to.

Sarah Evans, By Robinson and Piper, her Attorneys.  
The State of Ohio, } Sarah Evans being duly sworn, says that the matters  
County ss. } and things set forth in the foregoing answer and  
Cross-Petition are true as she verily believes. Sarah Evans.

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Sworn to by said Sarah Evans, before me, and by her subscribed in my presence, this 14<sup>th</sup> day of \_\_\_\_\_, A.D. 1885. B.W. Evans, Justice Peace.

Afterward on the 21<sup>st</sup> day of Dec. A.D. 1885, the following Answer was filed with the clerk of said Court, to wit:

John Gibson Adm. Plff. No. 4941  
vs  
Court of Common Pleas, Union County, Ohio. Answer.  
William B. Smith et al. Dfts.

Answer  
No. 4941

And now comes the defendant. The Indiana Yearly Meeting of the Religious Society of Friends a Society duly incorporated under the laws of the State of Indiana and for answer to the plaintiffs petition says - That on the 3<sup>rd</sup> day of January A. D. 1883, Robert B. Smith now deceased, made and delivered to one Joseph Dickinson his promissory note of that date and thereby promised to pay to the order of said Joseph Dickinson Three Thousand Dollars in five years thereafter with seven per cent interest thereon, from date. Said interest was evidenced by ten interest coupons attached to said note, one for \$144 Due Sept. 1 - 1883 - eight for \$105<sup>00</sup> each due March 1, & Sept 1 in 1884, 1885, 1886, & 1887 & one for \$66<sup>00</sup> due January 3<sup>rd</sup> 1888 (copies of said note and all the interest coupons yet unpaid are here to attached marked exhibit "A") 2<sup>d</sup> On said 3<sup>rd</sup> day of January 1883 the said Robert B. Smith (now deceased) and his wife the defendant Margaret Smith, to secure the payment of said note and interest coupons made and delivered to said Joseph Dickinson their mortgage deed and thereby conveyed to said Joseph Dickinson his heirs and assigns the following premises situate in the county of Union and State of Ohio in Leesburg Township being part of W.M. Survey No. 3694 - Beginning at a stake Hickory beech, ash & Ironwood at the southwest corner of said Survey No. 3694. Thence with the South line of said Survey S. 82° E. 299 1/2 Poles to a stake 2 elms & Ironwood; thence N. 8° E. 65 Poles to a stake 2 Ashes and a Beech; thence N. 83° W. 299 1/2 poles to a stake 2 Ashes and Elm in the West line of said Survey No. 3694; thence with said line S. 8° W. 62 Poles to the beginning containing One Hundred and Nineteen Acres more or less (being part of the same lands described in plaintiff petition & being the second & third described therein.) The conditions contained in said mortgage deed were in substance that if said Robert B. Smith or any one for him should pay said note and the interest coupons & interest on each and all after their maturity then these premises should be void otherwise to be and remain in full force and virtue in law. 3<sup>d</sup> On the 16<sup>th</sup> day of January 1883 at 9 o'clock A.M. said mortgage was filed with the Recorder of Union County Ohio for record and was by him entered on record on the 19<sup>th</sup> day of January 1883 in Vol. 18 Page 555 of Records of Mortgages for Union County Ohio. 4<sup>th</sup> The interest coupon of \$144 due September 1<sup>st</sup> 1883 and the interest coupon of \$105 due March 1, 1884, have been fully paid and \$77<sup>00</sup> was paid & indorsed upon the interest coupon of \$105<sup>00</sup> due September 1, 1884 on the 29 day of December 1884 and no other payments have been made upon said interest coupons or upon said note. There is still due on said interest coupon \$30<sup>74</sup> at 8% of interest from December 29, 1884 - There is due upon the 4<sup>th</sup> interest coupon \$105<sup>00</sup> of interest from March 1, 1885 and upon the fifth interest coupon \$105<sup>00</sup> of interest from September 1<sup>st</sup> 1885 - and there is owing and unpaid upon said

note the sum 5<sup>th</sup> On the 6<sup>th</sup> note, interest delivered to s who is now in protection of said premises and best lies proceeds of sa

The State of Union County of the Indiana authorized residents of facts stated true as affia Inborn my presence Seal

Answer  
No. 4941

Afterward filed with John Gibson vs Wm B. Smith The de- tion says = deceased) m of that date - Before the 1<sup>st</sup> day said 1<sup>st</sup> day fendant M mortgage de- signs the fir taining 82 1/2 - gage deed w- truly pay s- be void other 3<sup>d</sup> On the 31 filed for rec- the same day 4<sup>th</sup> At the J said Corneil for \$337<sup>65</sup> w- order of sale in said case the protection is sold in W

note the sum of Three Thousand Dollars @ 7% of interest from September 1, 1855.  
 5<sup>th</sup> On the 6<sup>th</sup> day of April 1883 for a full fair and valuable consideration said note, interest coupons and mortgage was sold assigned by indorsement and delivered to said Indiana Yearly Meeting of the Religious Society of Friends who is now the legal owner and holder thereof. 6<sup>th</sup> This defendant asks the protection of the Court in the premises and that in the event of the sale of said premises in this proceeding that this defendant who holds the first and best lien upon the lands in this answer described shall out of the proceeds of said sale be first fully paid and for all proper relief.

A. J. Carpenter, Atty for Dft.

The State of Ohio.

Union County, ss. A. J. Carpenter being sworn says he is the attorney of the Indiana Yearly Meeting of the Religious Society of Friends duly authorized herein, that said defendant and all its officers are now residents of the State of Ohio and now absent therefrom and that the facts stated and allegations contained in its foregoing answer are true as affiant verily believes. A. J. Carpenter.

Subscribed to by A. J. Carpenter before me and signed by him in my presence this 28<sup>th</sup> day of November 1885.

Seal

J. J. Burgner, Clerk.

Afterward on the 21<sup>st</sup> day of Dec. A. D. 1885; the following answer was filed with the clerk of said Court, to-wit:

John Gibson Adm. Pltff. Court of Common Pleas.

vs Union County, Ohio.  
 Wm B. Smith et als, Dfts Ans. of Cornelia Taylor

The defendant Cornelia Taylor for her answer to plaintiffs petition says = That on the 1<sup>st</sup> day of July 1879 said Robert B. Smith (now deceased) made and delivered to Cornelia Taylor his promissory note of that date & thereby promised to pay to said Cornelia Taylor \$300 on or before the 1<sup>st</sup> day of July 1880 @ 8% of interest payable annually. 2<sup>d</sup> On said 1<sup>st</sup> day of July 1879 said Robert B. Smith and his wife the defendant Margaret Smith made and delivered to this defendant their mortgage deed and thereby conveyed to the defendant her heirs and assigns the first tract of land described in plaintiffs petition and containing 8 1/2 acres more or less. The conditions contained in said mortgage deed was in substance that if said Robert B. Smith should well & truly pay said note and the interest thereon then these presents should be void otherwise to be and remain in full force and virtue in law.

3<sup>d</sup> On the 31<sup>st</sup> day of July 1879 at 9 o'clock A. M. said mortgage deed was filed for record with the recorder of Union County Ohio and was recorded the same day of Vol. 16 page 75 of Mortgage Records of said county.

4<sup>th</sup> At the June Term of the Court of Common Pleas of Union County Ohio, said Cornelia Taylor obtained judgment against said Robert B. Smith for \$337<sup>65</sup> which bears 6% of interest from June 9, 1885; for costs of suit and an order of sale and said land has been twice offered under orders of sale in said case and not sold for want of bidders. 5<sup>th</sup> This defendant asks the protection of the Court in the premises and that in case said land is sold in this proceeding the priority of her lien with that of other lien

answer

No. 4941

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holders be determined by the court and that out of the proceeds of said sale her claim and costs be paid in the order of its priority with that of the other lien holders and for all proper relief.

A. S. Carpenter atty for Mrs. Taylor.

The State of Ohio, Union County, ss: A. S. Carpenter being sworn says he is the attorney for the above named defendant duly authorized herein. That said Cornelia Taylor is a non-resident of said county of Union and is now absent therefrom. Affiant further says the facts stated in the foregoing answer are true as he verily believes. A. S. Carpenter.

Sworn to by A. S. Carpenter before me and signed by him in my presence this 28 day of November 1885. J. I. Burquer, Clerk.

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: John Gibson, Admr.

Entry vs William B. Smith and others vs Petition to sell land and now came the defendant the Enterprise Building and Loan Association and moved the Court for leave to file its answer and cross petition by 10th day of Jan. next - and the Court on consideration of same do sustain motion and grant such leave.

Afterward on the 21 day of Dec. A. D. 1885; the following answer was filed with the Clerk of said Court, to-wit: John Gibson, Administrator of the estate of Robert B. Smith, P. ff.

Answer vs William B. Smith, Eva J. Smith, Margaret Smith, Joee Smith, Union Central Life Insurance Co. et als. Defendants. No. 4941 Common Pleas. Union County, Ohio. Answer of Margaret Smith, Widow.

The said Margaret Smith Widow of said Robert B. Smith, deceased now comes and hereby consents to the sale of said premises prayed for in plaintiffs-petition in this cause, and waives the assigning 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 of such sale as the Court may deem to be the reasonable value of her interest in said premises. Margaret Smith.

State of Ohio, Union County, ss: Margaret Smith being duly sworn says that she is the widow mentioned in the foregoing answer, and that the several matters and things set forth in said answer are true. Margaret Smith. Sworn to and subscribed before me this 21 day of December A. D. 1885. J. R. Taylor, J. P.

Afterward on the 22 day of Dec. A. D. 1885; the following Entry was made on the Journal, by the Clerk of said Court to-wit: John Gibson, Admr. P. ff. vs William B. Smith et als. Deft. No. 4941 Union C. P. Entry.

On motion ten days from

Afterward on the Journal John Gibson

Entry No. 4941

Against William B. Margaret Co. Company, & Cornelia Taylor of the Religion

On motion her answer a that in lieu made to appe estate to sel Hugh M. A disinterested do upon acti just valuat thereupon f ing to lawt, cluded in containing superately, the following years from from said a

Order of Appraisement

Afterward Appraising The State of Union County Robert B. So decree of the made this d tor of the Es William B. widow & hire ed that by Thomas Jug tual view of ment to be a erately; and sold at priv appraised v the Co. of Un ring at a ste

On motion leave was granted plaintiff to amend his petition in ten days from the rising of this court.

Afterward, on the 22<sup>nd</sup> day of Dec. A.D. 1885, the following Entry was made on the Journal by the clerk of said Court, to wit:

Entry  
No. 4941

John Gibson, Administrator of the Estate of Robert B. Smith,

No. 4941  
In Union  
Common  
Pleas.

Against  
William B. Smith, Eva J. Smith, Josie Smith,

Margaret Smith, Union Central Life Insurance  
Company, Enterprise Building and Loan Association,

Order of  
Appraisalment  
and Sale

Cornelia Taylor, Sarah Ewatts, Indiana Yearly meeting  
of the Religious Society of Friends, Defendants.

On motion, and the said Margaret Smith defendant having by her answer waived her Dower by metes and bounds, and asked that in lieu thereof its value be paid her in money; and it being made to appear to the court that it will be more for the interest of said estate to sell such real estate at private sale. It is ordered that Hugh McAdow, William Bonnet, Elias Thomas, three judicious disinterested men, freeholders of the vicinity, being first duly sworn do upon actual view of the premises in the petition described make a just valuation of the same in money; and that said plaintiff thereupon proceed to sell said real estate at private sale, according to law, selling each tract, viz, the tract containing 119 acres included in the last two descriptions in the petition, and the tract containing 82 1/2 acres included in the first description in the petition, separately, and at not less than the appraised value thereof, upon the following terms; 1/3 cash in hand, 1/3 in one year, and 1/3 in two years from date of sale, The deferred payments to bear interest from said date.

Order of  
Appraisalment

Afterward, on the 24<sup>th</sup> day of December A.D. 1885, the following Order of Appraisalment was issued by the clerk of said Court, to wit:

The State of Ohio, Common Pleas Court,  
Union County, ss. To John Gibson Administrator of the Estate of

Robert B. Smith deceased - Greeting: In obedience to an order and decree of the Common Pleas Court within and for said County,

made this day in a certain cause wherein you, as the Administrator of the Estate of Robert B. Smith deceased, are complainant, and

William B. Smith, Eva J. Smith, Josie Smith, and Margaret Smith, widow & heirs of said deceased, et al, are defendants, you are commanded that by the oaths of Hugh McAdow, William Bonnet and Elias

Thomas judicious and disinterested men of vicinity, and upon actual view of the premises, you cause a just valuation and appraisalment to be made appraising the 82 1/2 acre tract & the 119 acre tract sep-

erately; and that when so appraised, you cause to be advertised and sold at private sale according to law, for not less than

of their appraised value, the following described premises, to wit: Situate in the Co. of Union & State of Ohio and in V.M. Survey No. 5506, Begin-

ning at a stone in S. line of said Survey & S.W. corner of Moses Lairds

land, being also the center of the Leeper & Hinkade Road, N. 8° West 164 poles to a stone, witness a hickory beech & iron-wood trees in said line & S.E. corner of Elizabeth L. Seis land, thence with the South line of said Elizabeth Seis land S. 82° West 80 1/2 poles to a stake, thence S. 8° East 164 poles to a stake in the South line of said Survey No. 3696, thence with said line N. 82° East 80 1/2 poles to the place of beginning containing 82 1/2 Acres of land more or less. Second tract, In Township of Leisburgh, Co of Union & State of Ohio, and in V.M. Survey, 3694 Bounded and described as follows: commencing at a stake & three black ash trees in the original line of said Survey, thence S. 82° E. 134 1/2 poles to a stake and two red elms & ironwood, thence South 8° E. 65 poles to a stake and two ash trees & beech, thence N. 83° West 134 1/2 poles to a stake two beeches & an ash, thence S. 8° West 64 poles to the beginning containing 54 acres more or less. Also in same Survey 3694, Beginning at two ash trees & elm W. corner of Thos. Sulks land, thence S. 8° West 62 poles to a hickory, beech, ash & ironwood, S.W. corner of said Survey, thence S. 81° 45' West 165 poles to three black ash trees, thence N. 8° E. 64 poles to two beeches & an ash, thence N. 82° West 165 poles to the beginning, containing 65 acres more or less being the Joseph White farm sold and conveyed to Robt. Welsh by John M. Combs Adm'r and by said Welsh to Robt. B. Smith.

82 1/2 Acres: Appraised at 38 per acre.

Elias Thomas, Hugh Mc. Adow, Wm. Bonnett.

Each of said 82 1/2 & 119 acre tracts to be sold separately. Said sales to be upon the following terms, to wit: 1/3 cash in hand & in one year & 2/3 in two years from date of sale. 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 hereon forthwith upon the execution of this order. Witness my signature, and the seal of said Common Pleas Court, at Union County (Marysville) this 24 day of December A.D. 1885: J. D. Burgner, Clerk.

By A. R. Burgner, Deputy.

To 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.

Dec. 29 - 1885

John Gibson, Adm'r. per P. B. Cole & Son his Attorneys.

The State of Ohio,

Union County, ss. We, the undersigned, do make solemn oath - that we will, upon actual view, truly, honestly and impartially appraise the real estate of Robert B. Smith deceased, in pursuance of the foregoing order.

Hugh Mc. Adow, Elias Thomas, Wm. Bonnett. Appraisers.

Sworn to and subscribed before me, this 29th day of December A.D. 1885: A. B. Stricker Notary Public

In obedience to the foregoing order, after being first duly sworn and upon actual view of premises in the foregoing order described we, the undersigned appraisers, estimate the value of said real estate at Dollars. 119 Acres at 42 Dollars per acre. Total \$ 5218 Appraisers, each day, \$300 Paid by Adm'r. Elias Thomas, Hugh Mc. Adow, Wm. Bonnett, Appraisers.

In obedience made diligent reappraisement was not sold

John B. Gibson  
Sworn  
Seal  
Said

Afterward petition was filed John Gibson vs Robert B. Smith

Amendment to Petition. vs William B. Smith

No. 4941

Now commends his immediately

On the then being second tract ever after to pay his or son, the W. B. Smith, note to his ostensibly to and voluntary creditors, and of the transaction therein B. Smith he ever delivered control of said by him filed was duly re the Records fact and or and hinder said William claim he p ever cut off said note cancelled original petition



Return When Sold at Private Sale.

In obedience to the foregoing order of sale, I offered said premises and have made diligent effort to sell the same from the date of said order to date of reappraisements and of the 119 acre tract up to this time but the same was not sold for want of bidders.

John Gibson, Administrator of the estate of Robert B. Smith dec'd.  
Sworn to and Subscribed before me, this 25 day of October A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Said Writ returned and filed the 25 day of October, A.D. 1886.

Afterward on the 28<sup>th</sup> day of Dec. A.D. 1885 the following Amended Petition was filed with the clerk of said Court, to wit:

John Gibson, Administrator of the Estate of Robert B. Smith, dec'd. Plff. vs William B. Smith et als. Defendants. Civil Action

No. 4941

Common Pleas, Union County, Ohio.

Amendment to Petition.

Now comes the said plaintiff and by leave of the Court amends his petition as follows: said amendment to be inserted immediately after the description of the land in the original petition.

Amendment.

On the 25<sup>th</sup> day of June A.D. 1885 the said Robert B. Smith then being in full life and the owner of the above described 119 acres, second tract of land in the Petition described, and being then and ever after financially embarrassed and unable but for said lands to pay his debts, conveyed said land by mortgage (Iy'd to his minor son, the defendant William B. Smith, under the name of W. D. Smith) for the colorable consideration of \$2000. - the amount of a note to his said son for that amount, which said mortgage was made ostensibly to secure, but in fact for no actual consideration whatever and voluntarily, and for the purpose of hindering and delaying his creditors, and for said purpose to cover up and conceal the true nature of the transaction and the identity of the said grantee, his said son is therein described and named W. D. Smith instead of William B. Smith his true name. Said mortgage and note were neither ever delivered but remained in the possession and control of said Robert B. Smith till his death, but said mortgage was by him filed for record in the Recorder's office of said county, and was duly recorded therein on the 17 day of July 1885, in Vol. 22 p. 284 of the Records of Mortgages therein, and yet remains uncancelled in fact and on said records and a cloud upon the title to said land and hinderance to the sale thereof. Wherefore plaintiff prays that said William B. Smith defendant be required to set up any claim he professes to have if any by virtue of said mortgage or be forever cut off from asserting the same - and that on final hearing said mortgage may be declared null and void and ordered to be cancelled on the records, and for the further relief prayed in the original petition, & such other & further relief as may be proper.

P. B. Cole & Son, Plffs. Attys

Amendment to Petition. No. 4941

State of Ohio,  
Union County ss. John Gibbon being sworn says the facts stated in his foregoing pleading are as he believes true. John Gibbon.

Given to & subscribed before me, this 27<sup>th</sup> day of Dec. 1885.  
J. L. Burgner, Clerk.

Præcipe. To clerk: Issue summons for William B. Smith on amended Petition returnable according to law.  
No. 4941 Dec. 28, 1885. P. B. Cole & Son, Pltffs. Attys.

Afterward, on the 28<sup>th</sup> day of December 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 William B. Smith a minor defendant over 14 years of age that he et al have been sued by John Gibbon Administrator of the estate of Robert B. Smith decd in the Court of Common Pleas of Union County, and that unless he answer by the 30 day of January A. D. 1886 the petition & amended Petition of said plaintiffs against him filed in the Clerk's Office of said Court such amended petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the Eleventh day of January A. D. 1886. Witness my hand and the seal of said Court this 28<sup>th</sup> day of December A. D. 1885.  
J. L. Burgner, Clerk.

Endorsed: In action for sale of land cancellation of mortgage &c.

Sheriff's Return. Said Writ returned & filed, Jan 4<sup>th</sup> A. D. 1886, endorsed as follows, viz:  
The State of Ohio,  
Union County ss. Received this Writ Dec. 28, A. D. 1885, at 2 o'clock P. M. and pursuant to its command, on the same day I served the same by handing the within named defendant William B. Smith a true copy of this summons with the endorsements thereon. Service 30 Mileage 1.28 Copy 20 Total \$1.78 M. Hopkins, Sheriff. By A. H. Goodwin Deputy.

Afterward, on the 5<sup>th</sup> day of Jan. A. D. 1886, the following answer etc. was filed with the clerk of said Court, to wit:

Answer etc. John Gibbon Admr. etc vs Court of Common Pleas, Union County, Ohio.  
William B. Smith and others Answer and Cross Petition of Enterprise Building and Loan Assn.

and now comes the Enterprise Building and Loan Association of Marysville Ohio and by leave of the Court first had filed its answer by way of Cross petition and says. It is an association duly incorporated under the laws of the State of Ohio with its principal office at Marysville Ohio and having for its object the loaning of money to its members for the purpose of buying and building houses - 1<sup>st</sup> cause of action It says further that on the 27<sup>th</sup> day of November A. D. 1880 Robert B. Smith then in full life executed and delivered to this defendant the Enterprise Building and Loan association his promissory note of that date and thereby for

value received - association the s - dred and eigh - should be decl - ed that shou - tion and By - the same Bec. - for non-paym - due and colle - ed marked A - Smith and A - erted and ch - gage decd and - tion and its c - said County - as follows, to - stake and, th - Survey - ther - Brownwood - thence N. 83° 0' - S. 8° W. 64 pole - the same on - 36 94 - Begin - as Trunks to - wood - South - to true Black - Ash - thence - acres more or - was in sube - ed and deli - tation his pa - of twenty six - Robert Smith - ular meetin - (\$73<sup>00</sup>) on ea - and a premi - teen (13) share - and having - from said as - eighty nine - association v - weekly install - eighty nine - premium fo - cent per. ann - day of each s - in the constit - presents, the S - thereon and a

value received promised to pay to the order of the said building and loan association the sum of twenty six hundred Dollars with interest on eight hundred and eighty nine dollars from date payable when said association should be declared its board of directors legally ended and he further promised that should the weekly interest thereon as provided for by the constitution and By laws of said association remain unpaid for four weeks after the same becomes due or should his stock in said association be forfeited for non-payment of weekly installments thereon then the said note to become due and collectable immediately. A copy of said note is hereto attached marked "A". On the sixth day of January A.D. 1888, the said Robert B. Smith and Margaret Smith his wife to secure said promissory note executed and delivered to said Building and Loan Association their mortgage deed and thereby conveyed to the said Building and Loan Association and its assigns the following lands and tenements situate in the said County of Marion and State of Ohio and bounded and described as follows, to wit: Being a part of Survey No. 3694 Beginning at a stake and three black ash trees in the original south line of said Survey - thence S 82° E. 134 1/2 poles to a stake two Red Elms and an Ironwood - Thence S. 8° E. 65 poles to a stake two ash trees and a Beech thence N. 83° W. 134 1/2 poles to a stake two Beech trees and an ash - thence S. 8° W. 64 poles to the beginning, containing fifty four (54) acres be the same more or less. Also another tract in same Survey No. 3694 - Beginning at two Ash trees and an elm west corner to Thomas Junk's land - Thence S. 8° W. 62 poles to a hickory Beech and Ironwood - South west corner of said survey - Thence S. 81° 45' E. 165 poles to three Black Ash trees - Thence N. 8° E. 64 poles to two Beeches and an ash - thence N. 82° W. 165 poles to the beginning containing sixty five acres more or less. The condition contained in said mortgage deed was in substance that whereas the said Robert Smith had executed and delivered to the said Enterprise Building and Loan Association his promissory note bearing date November 27 1880 for the sum of twenty six hundred dollars upon the following conditions: Said Robert Smith being a member of the association and having at a regular meeting of the association bid a premium of seventy three (\$73<sup>00</sup>) on each of two shares and a premium of \$142<sup>50</sup> on six shares and a premium of \$122<sup>00</sup> on five shares of stock (making in all thirteen (13) shares of stock) for precedence in taking an advanced loan and having thereby obtained such precedence and having received from said association an advanced loan of eight hundred and eighty nine (\$889<sup>00</sup>) the full value of thirteen shares of stock in said association in each of which thirteen shares of stock he agreed to pay a weekly installment of twenty five cents and on eight hundred and eighty nine (\$889<sup>00</sup>) the amount of said advanced loan exclusive of premium for precedence he agreed to pay interest at the rate of six per cent per annum in equal weekly payments of \$1.006 each on Saturday of each week - until said association shall be dissolved as provided in the constitution thereof, the taxes on the premises conveyed by these presents, the fire insurance premium on said property, ground rents thereon and all the fines and forfeitures according to the constitution

and by law of said association. Now if the said Robert Smith shall punctually pay or cause to be paid to the said association or its assigns the said weekly installments on said thirteen shares of stock and the interest as above stated the taxes on the property conveyed by these presents, the Fire Insurance premium on said property, the ground rents thereon and all the fines and forfeitures according to the constitution and By laws that these presents shall be void. But if the said Robert B. Smith shall fail to pay the said weekly installments or the installments of interest as above stated the taxes Fire Insurance premium ground rents or fines and forfeitures when the same respectively become due or within four weeks after due, <sup>then the principal of said loan shall be forfeited</sup> and this mortgage shall be foreclosed. On the 22<sup>nd</sup> day of January A. D. 1883 the said mortgage deed was at 2 o'clock A. M. delivered to the recorder of said county to be by him entered on record and was recorded on the 1<sup>st</sup> day of February 1883 in Book 2 on page 123. Said deed has become absolute there is due and remaining unpaid on said indebtedness all dues interest and fines from January 1<sup>st</sup> 1883. Number of payments from January 1<sup>st</sup> 1883 to January 1<sup>st</sup> 1886 - 156 - all dues interest and fines were paid in full up to January 1<sup>st</sup> 1883.

There is now due and remaining unpaid 156 installments of weekly dues on the said thirteen shares of stock at 25 cents per share of stock each \$3.25 per week on the thirteen shares for 156 weeks making sum of \$507.00. There is due and remaining unpaid on said indebtedness also 156 installments of interest of \$1.06 each making sum of \$165.36 and fines of five cents per share for each week for 156 weeks making \$101.50 making total sum including dues interest and fines of seven hundred seventy three and 76/100 Dollars (\$773.76) due and remaining unpaid at this date Jan'y 1<sup>st</sup> 1886. Said Building and Loan Association has not been declared legally ended by its Board of directors. This defendant therefore asks that said mortgage may be foreclosed and proceeds applied to the payment of said indebtedness and for all proper relief.

II. Second Cause of Action. Said corporation further says that for its second cause of action that on the tenth day of October A. D. 1878 the said Robert B. Smith then in full life executed and delivered to this defendant the Enterprise Building and Loan Association his promissory note of that date and thereby for value received promised to pay to the order of the said building and Loan Association the sum of eight hundred Dollars with interest on four hundred and fifty six Dollars from date payable when said association should be declared by its board of directors legally ended and he further promised that should the weekly interest thereon as provided for by the constitution and By laws of said association remain unpaid for four weeks after the same becomes due or should his stock in said association be forfeited for non payment of weekly installments thereon then the said note to become due and collectible immediately. Said note is hereto attached marked "B". On the 10<sup>th</sup> day of October A. D. 1878 the said Robert B. Smith and Margaret Smith his wife to secure the said promissory note executed and delivered to the said building and loan association their mortgage deed and thereby conveyed to the said building and loan association and its assigns the following lands and tenements situate in said county

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at a store Beech  
South West corner  
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and south end  
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Loan Association  
for the sum of  
Robert B. Smith  
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of Union and State of Ohio and bounded and described as follows to wit: Beginning at a stone Beech Sugar and Ironwood witness in South line of Survey No. 5506 and South West corner to Moses Lairds land - thence with the West line of said Moses Lairds 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 Elizabeth D. Lees land; thence with the South line of her land S. 82° W. 80 1/2 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. 80 1/2 poles to the beginning - containing 8 2/2 acres more or less. The condition contained in said Mortgage deed was in substance that whereas the said Robert B. Smith had executed and delivered to the said Enterprise Building and Loan Association his certain promissory note of even date of said mortgage for the sum of eight hundred dollars upon the following conditions said Robert B. Smith being a member of the Association and having at a regular meeting of the association bid a premium of eighty six 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 and fifty six Dollars the full value of four shares of stock in said association in 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 the rate of six per cent per annum in weekly payments of (U.S.) fifty three cents each on Saturday of each week until said Association shall be dissolved as provided in the constitution thereof the taxes on the premises conveyed by these presents the Fire Insurance premium on said property ground rents thereon and all the fines and forfeitures according to the constitution and By laws of said association. Now if the said Robert B. should punctually pay to said Association or its assigns the said weekly installments on said four shares of stock and the interest as above stated the taxes on the property conveyed by said mortgage, 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 should be void. But if the said Robert B. should fail to pay the said weekly installments or the installments of interest as above stated the taxes Fire insurance premium ground rents or fines and forfeitures when the same respectively become due or within four weeks after due then the amount of said loan to become due and the said mortgage to be foreclosed.

On the 14<sup>th</sup> day of October A.D. 1878 at 4 3/4 o'clock P.M. the said mortgage deed was delivered to the recorder of said county to be by him entered on record and was recorded on November 2<sup>d</sup> 1878 in Book 2 page 58 B. & L. A.

Said deed has become absolute the said dues and interest on the said mortgage were all paid up to January 1<sup>st</sup> 1883 - except one hundred Dollars - (\$100.00) Since that time no payments of dues interest or fines have been made. From January 1<sup>st</sup> 1883 to January 1<sup>st</sup> 1886 thereon are 156 weeks 25 cts per share on four shares make one dollar per week for dues \$156.00 weekly installments of interest 53 cents which for 156 weeks make \$82.68 Fines on four shares of stock at five cents per week on each share

making 20cts per week - for 156 weeks make 31.20 The one hundred dollars due and unpaid on January 1<sup>st</sup> 1883. 70000 int. on same to Jan 1<sup>st</sup> 1886 three years at 6% of 1500 making total due Jan 1<sup>st</sup> 1886 - \$387.88 and for which sum the said Enterprise Building and Loan Association asks decree and order of sale. Said building and loan association has not been declared legally ended by its board of directors. This defendant the said Enterprise Building and Loan Association therefore asks that said mortgage may be foreclosed said premises ordered to be sold and proceeds applied to the payment of said indebtedness and execution awarded for balance and for all proper relief.

Robinson and Piper, Attorneys for Enterprise Building & Loan Association State of Ohio.

Union County ss. L. Piper being duly sworn according to law says he is the secretary of said Enterprise Building and Loan Association duly authorized in the premises and that the facts stated and allegations in the foregoing pleading of the said Enterprise Building and Loan Association are as affiant believes true. L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this Fifth day of January A.D. 1886.

Seal J. L. Burgner, clerk.

"A" Marysville, Ohio, Nov. 27 1880.

\$2600<sup>00</sup> For Value Received, I promise to pay to the order of the Enterprise Building and Loan Association, of Marysville, Ohio, Twenty six hundred Dollars, with interest on Eight hundred & eighty nine 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 by the Constitution and By Laws of said Association remain unpaid for four weeks after the same becomes due, or should my stock therein be forfeited for non payment of the weekly installments thereon, then this Note to become due and collectible immediately.

"A" (Signed) R. B. Smith

"B" Marysville, Ohio, Oct. 10 1878

\$800<sup>00</sup> 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 my stock thereon, be forfeited for non payment of the weekly installments thereon, then this Note to become due and collectible immediately.

"B"

Afterward on the 23<sup>rd</sup> day of March A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court to wit:

John Gibson, Admr. vs Wm B. Smith et al. On motion and for good cause shown it is ordered

that this case Smith et al. all further proceed this case

Afterward made on the John Gibson

Entry vs Wm B. Smith et al. No. 494, ceeds to be acc der former

Afterward made on the John Gibson

Entry vs Wm B. Smith and Cross Court.

Afterward + Cross petition John Gibson

Answer vs Wm B. Smith Smith and petition of Cross-petition execution of her fraud is concerned tioner. And

State of Ohio, Union Court stated and true.

Sworn

Afterward et al. was filed John Gibson

Answer vs Wm B. Smith Now c B. Smith de ing and Lo

that this case and case numbered 4820 - Corneha A Taylor vs Robert 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 this case No. 494 John Gibson <sup>admr</sup> vs Wm B. Smith et als.

Afterward, on the 7<sup>th</sup> day of April A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
John Gibson, Admr.

Entry  
vs  
No. 494

On motion of plaintiff he is authorized, in case the lands fail to sell to rent the same, the proceeds to be accounted for as assets of the estate, and cause continued under former order with the above addition.  
Wm B. Smith et als.

Afterward, on the 7<sup>th</sup> day of April A.D. 1886, the following Entry was made on the Journal, by the Clerk of said Court, to-wit:  
John Gibson Admr. etc.

Entry  
vs

On motion, leave was granted to Margaret Smith Defendant to file Answer and Cross-petition of Sarah Evans, Deft. in 20 days from rising of Court.  
Wm B. Smith et als. Defts.

Afterward, on the 17<sup>th</sup> day of April, A.D. 1886, the following Answer & Cross petition was filed with the Clerk of said Court, to-wit:  
John Gibson Admr. etc. Plff. Common Pleas Union County.  
Answer.

Answer  
vs

Now comes the defendant Margaret Smith and, by leave of the Court, files this her Answer to the Cross-petition of Sarah Evans defendant herein - And for Answer to said Cross-petition, she says, she never executed or acknowledged the execution of the mortgage in said Cross petition set up and the certificate of acknowledgment annexed to said mortgage is therefore as to her fraudulent. She therefore prays that so far as said mortgage is concerned she may go hence & recover her costs of said cross-petitioner. And for such other relief as is proper.  
P.B. Cole & Son, Attys for Margaret Smith, Deft.

State of Ohio,  
Union County, ss. Margaret Smith, being sworn says the facts stated and allegations in her foregoing pleading are as she believes true.  
Margaret Smith.

Sworn to and subscribed before me this 10<sup>th</sup> day of April 1886  
R. L. Woodburn. Notary Public. Seal

Afterward, on the 28<sup>th</sup> day of May, A.D. 1886, the following Answer etc. was filed with the Clerk of said Court, to-wit:  
John Gibson, Admr. etc. Common Pleas Court Union County, Ohio.  
Answer to Cross Petition of Enterprise Building and Loan Association.

Answer  
vs

Now comes the said plaintiff and as Administrator of Robert B. Smith deceased, Answers the Cross Petition of said Enterprise Building and Loan Association and for his answer says: Said Association  
Wm B. Smith and others.

commenced collecting dues on said stock in said petition described on the day of 18<sup>th</sup> and for from said date collected on said stock all dues & interest according & payable thereon up to January 1<sup>st</sup> 1883. And that large earnings accrued to said association from its organization up to this time, and that the said Association has not transferred any part of said earnings to the credit of said Robert B. Smith to be paid at any time, and has not at any time made any rebate of interest on the amount of said dues paid on said loans awarded to the said Robert B. Smith alleged in the said cross petition, and the plaintiff says said omissions were in violation of the statutes governing such associations, and the rights of said Robert B. Smith. And that full credits if given as they should be for said earnings & rebate of interest on said loans would greatly reduce the amount of balance now justly remaining due thereon. Plaintiff does not know the exact amounts of credits that should be made on said loans, for said earnings and rebate but the said association has all the books and vouchers to show the same, and a secretary whose duty it is to make a full statement thereof, and plaintiff is not sufficiently expert to compute said amounts, and that the computation thereof will involve the taking of a long and complicated account of many items. Plaintiff further says that the said contracts alleged in said cross petition are unconscionable and without equity, and greatly and unreasonably in favor of said association, and the workings & effect thereof not understood by said Smith at the time of making same, and tend to defeat the object of incorporation of said association. That the said object for which said association was incorporated was to enable its stock holders, by furnishing them means on favorable terms to become their own land lords, but that the terms of said contract in effect if carried out would cause the said Smith to pay by way of dues & interest on the loans by him obtained an enormous rate of interest in excess of 6 per cent. to wit more than 15 per cent per annum - so as to defeat said object of incorporation. Plaintiff says the demand for interest & fines both for same defaults is inequitable and that the said fines are excessive. And that the fines claimed for defaults after ninety days after the last payment of dues are unauthorized by the rules of said association. Plaintiff therefore prays that said matters of difference between him and said association may be referred to a master commissioner to state an account fully thereof and the true balance remaining due to said association in the premises and with instructions to state the amount of earnings and dividends rightfully belonging to said stock of Robert B. Smith for each year and make the annual rebate of interest required by statute and omit the fines, & state the amount of dues paid in on said stock, in writing at this term of Court for its information and for such other relief as is proper. P. B. Cole & Son, Attys.

State of Ohio,

Union County, ss. John Gibson being sworn says the facts stated & allegations in his foregoing pleading are as he believes true.

John Gibson.

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

John B. Coats, Probate Judge [Seal]

afterward  
filed with the  
John Gibson,  
vs  
Wm B. Smith  
answer  
Q. 4941  
Now come  
Sarah Evans,  
scribed is a  
by said Robert  
given to plain  
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Afterward, on the 28 day of May A.D. 1886, the following answer was filed with the clerk of said court, to-wit:

John Gibson, Admr. P'tff.

Common Pleas Court.  
Union County, Ohio.

answer.  
No. 4941

vs  
Wm B. Smith et als. Defendants. } Answer of Plaintiff to Cross Petition of Sarah Evans, Defendant.

Now comes the said plaintiff and for answer to the cross Petition of Sarah Evans, Defendant, says: That the note in said cross petition described is a renewal note given in renewal of two notes (one for \$500) given by said Robert B. Smith in his life time to B. D. Evans and one for \$116.00 given to plaintiff Sarah Evans and for no other consideration whatever. The following is a copy of one of said notes and statement of all payments thereon.

Copy of Note.  
Two years after date I promise to pay B. D. Evans or order five hundred dollars with interest from date at 7 1/2 per cent per annum.  
"April 1, 1865" Robert B. Smith.

Payments endorsed: "Received interest to May 15, 1866."  
"Received interest to May 15, 1867." "Received interest to Nov. 15, 1868." "Received interest to Nov. 15, 1869." "Received interest to June 15, 1870." "Received interest to 1872." "Received interest \$25 Dec. 11, 1873."  
"1874. Feb. 17. \$25." "Received Interest \$30, to Nov. 15, 1875." "May 15, 1876, Received \$25." "Received Nov. 18, 1876 \$25." "Received interest \$25 to Nov. 18, 1877."  
Payments not endorsed Sept 16, 1879 \$30, Dec. 31, 1877, \$25. April 5, 1878, 25. July 13, 1878, \$25. Oct. 11, 1878 \$25. Oct. 23, 1880 \$30. January 23, 1882 \$25.

Other payments covering any balance found by computing interest on said \$500 at ten per cent per annum payable semiannually from date till renewal with interest at same rate on delayed payments of interest. Dates of said other payments not known to plaintiff. All of the above stated payments were made on account of interest on said \$500 note at six per cent from date payable semiannually, and in trust on deferred payments of said interest if any deferred payments leaving the whole \$500 note covered in renewed note. The semi annual payments of \$25 interest on the \$500 note, due April 1, 1873 was by mistake twice paid. The second payment thereof was made Feb. 17, 1874. The other note was for \$200 and accrued interest at ten per cent per annum. Plaintiff has no means of knowing & does not know what payments were made thereon, and asks that defendant Sarah Evans be required to state under oath the amount & dates thereof & date of said note. Said B. D. Evans died in 1873 and said notes passed under his will to said Sarah Evans as his sole executrix, and legatee, and she thus became the owner & holder thereof, and so had them renewed as aforesaid. Plaintiff asks that an account may be taken and due credit given on the note in said cross petition described for all payments made as above stated in excess of the legal rate of interest and for judgment accordingly and all proper relief. P. B. Cole & Son. P'tff's Attys.

State of Ohio. } John Gibson the plaintiff being duly sworn says  
Union County, ss. } The facts stated and allegations in his foregoing pleading are as he believes true. John Gibson.

Sworn to and subscribed before me this 20<sup>th</sup> day of May 1886.  
John B. Coats, Probate Judge.

Afterward, on the 2<sup>d</sup> day of June A.D. 1886, the following Entries were made on the Journal by the Clerk of said Court, to-wit:

Entry. John Gibson, Plff. vs Wm B. Smith, et al. Defts. No. 4941  
On motion of plaintiff leave was granted plaintiff to file answer to Cross-Petition of Sarah Evans and Enterprise Building & Loan Association, defendants, within ten days.

Entry. John Gibson, Admr. vs William B. Smith et al. No. 4941  
This day came the defendants, the Enterprise Building & Loan Association & Sarah Evans and asked and obtained leave of Court to file replies to plaintiffs answer to the Cross-petitions of these defendants within 30 days from rising of Court. And the Court being fully advised in the premises do grant such leave.

Afterward, on the 19<sup>th</sup> day of July A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. John Gibson, Admr., Plff. vs William B. Smith et al. Defts. No. 4941  
Union-born Pleas. On motion of plaintiff it is ordered that Caleb Horsh and the Executors, Henry A. Westlake & Samuel Westlake of Josiah Westlake dec'd. be made parties defendant in this cause. Which is accordingly done.

Afterward, on the 19<sup>th</sup> day of July A.D. 1886, the following Motion was filed with the Clerk of said Court, to-wit:

Motion. John Gibson, Admr. vs Wm B. Smith et al. No. 4941  
Now comes the plaintiff and moves the Court for an order making Samuel Westlake and H. A. Westlake Executors of the will of Josiah Westlake deceased and Caleb Horsh defendants in above entitled suit. C. B. Cole & Son, Plffs, Attys.

Afterward, on the 19<sup>th</sup> day of July A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. John Gibson, Admr. etc. Plaintiff vs Wm B. Smith et al. Defendants No. 4941  
Order of Appraisement & Sale. This day came the parties and thereupon this cause came on for hearing on the motion of the plaintiff to set aside the appraisement heretofore made under the order for sale at private sale of the 82 1/2 acres tract of land in the petition of plaintiff described, heretofore made, and for a new order of appraisement & sale of said tract, was submitted to the Court. On consideration whereof and good cause being shown therefor it is ordered that said appraisement and the same hereby is set aside; and it is ordered that a new order of appraisement & sale of said tract issue - and the same be sold thereunder.

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and it is ordered that Levi Kerran Eli Hildebrand and Adam Phillips three judicious disinterested men, freeholders of the vicinity being first duly sworn do upon actual view of the said premises 82 1/2 acre tract in the petition of plaintiff described make a just valuation thereof in money, and that said plaintiff thereupon proceed to sell said real estate at private sale according to law, at not less than the appraised value thereof upon the following terms, 1/3 in cash in hand, 1/3 in one year, and 1/3 in two years from date of sale. The deferred payments to bear interest from said date.

Whereupon, on the 19 day of July A.D. 1886, the following Motion was filed with the Clerk of said Court, to-wit:

John Gibson, Admr. No. 4941 vs Union Common Pleas. B. Smith et als. Motion.

Now comes the plaintiff and moves the Court to set aside the appraisement heretofore made in this case of the 82 1/2 acres tract of land in petition described, and for grounds thereof says the said appraisement is excessive and the rate per acre at which said land is appraised is so high that the land cannot be sold for the same and exceeds the market value of said land, and plaintiff asks that a new order of appraisement and sale of said premises may issue to sell the same at private sale. P.B. Cole & Son, Plffs Attys.

Afterward, on the 5 day of August, A.D. 1886, the following Order etc was issued by the Clerk of said Court, to-wit:

The State of Ohio, Probate Court, Union County, ss. To John Gibson Administrator of the Estate of Robert B. Smith deceased - Greeting; In obedience to an Order and Decree of the Common Pleas Court within and for said County, made July 29th 1886, in a certain cause wherein you as the Administrator of the Estate of Robert B. Smith deceased are complainant, and William B. Smith, Eva J. Smith Joie Smith and Margaret Smith widow and heirs of said deceased, et al, are defendants, you are commanded that by the oaths of Levi Kerran Eli Hildebrand and Adam Phillips judicious and disinterested men of the vicinity, and upon actual view of the premises, you cause a just revaluation and appraisement to be made; and that when so appraised, you cause to be advertised and sold at Private according to law, for not less than their appraised value, the following described premises, to-wit: Situate in the County of Union and State of Ohio, and in V.M. Survey No. 5306, Beginning at a stone in south line of said Survey & S.W. Corner of Moses Laird's being also the center of the Super and Kirkade road N. 80 W. 164 poles to a stone witness a hickory beech & Ironwood trees in said line & S.E. corner of Elizabeth D. See's land thence with the South line of said Elizabeth See's line S. 82 W. 8 1/2 poles to a stake. Thence S. 8 E. 164 poles to a stake in the South line of said Survey No. 5306, Thence with said line N. 82 E. 80 1/2 poles to the place of beginning containing 82 1/2 Acres of land more or less. and sale to be upon the following terms, to-wit: 1/3 cash in hand, 1/3 in

one year and five two years from date of sale. 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 O. this 5<sup>th</sup> day of August A.D. 1886. J. L. Burgner, Clerk. By W. M. Winger, Deputy.

To the Hon. Chas 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. John Gibson, Admr.

August 10<sup>th</sup> 1886. P. B. Cole & Son, Pltffs Attorneys.

The State of Ohio,  
Union County, ss. We, the undersigned, do make solemn oath that we will, upon actual view, truly, honestly and impartially appraise the real estate of Robert B. Smith deceased, in pursuance of the foregoing order.

Levi Kerran, Eli Hildebrand, Adam Phillips, Appraisers  
Sworn to and subscribed before me, this 6<sup>th</sup> day of August A.D. 1886.  
O. B. Martin J.P. W. M. Brown J.P.

In obedience to the foregoing order, after being first duly sworn and upon actual view of the premises in the foregoing order described, we, the undersigned appraisers, estimate the value of said real estate at Dollars 82<sup>1</sup>/<sub>2</sub> Acres \$ 28. per acre. 1886 August 10<sup>th</sup>

Appraisers, each day, 300 Certificate and Oath of Appraisers 25 Total 350  
Pl. by Admr. A. Phillips, Eli Hildebrand, Levi Kerran. Appraisers  
Return When Sold At Private Sale.

return. In obedience to the foregoing order of sale, I sold said premises on the 28<sup>th</sup> day of April A.D. 1887, to James A. McAllister for the sum of Two thousand three hundred and ten Dollars & cash & balance in 2 payments due in one & two years respectively with interest from date said sum being the appraised value of the same, and the highest and best price, I could get after making diligent endeavor to obtain the best price for said property. John Gibson Administrator of the estate of Robert B. Smith dec'd.

Sworn to and Subscribed before me, this 17<sup>th</sup> day of May A.D. 1887.  
John L. Burgner, Clerk.

Said Writ returned and filed May 17<sup>th</sup> 1887.

Application. vs. Now comes Margaret Smith widow of said Robert B. Smith deceased and makes demand of the homestead allowance provided by statute to be made out of the surplus proceeds of lands encumbered by mortgage precluding the allowance of homestead after the payment of said incumbrances. Said allowance to be made out of the proceeds of the lands decreed to be sold in this action. And for grounds thereof she says that she is the widow of said Robert B. Smith and living with unmarried minor children of said decedent and not the owner of a homestead and is the head of a family.

Steward, on the 17<sup>th</sup> day of Aug. A.D. 1886, the following Application for Homestead, was filed with the Clerk of said Court, to-wit:  
John Gibson Admr.

P. B. Cole & Son, Attys for Margaret Smith.

After was filed with John Gibson A. Robert B. Smith vs William B. Smith and n and cross-p and on the 8<sup>th</sup> Court of Bond a judgment thins, for the ther sum of ing costs whi from the date the said 8<sup>th</sup> de ment for the mains in fi except as do M. Hockins a on said exec said Delawa called a Ti manding hi of the lands. Said judgm if of Union ary A.D. 1884 and chattels thereunder. Robert B. Sm Ohio. and be action; that same at the the same on and this defe ing her on ary A.D. 1884 in the said tised and so cording to the may have s be just and

The State of County of De says, that b defendant Union Cour

Answer  
No. 4941

Afterward, on the 27<sup>th</sup> day of September A.D. 1887, the following answer was filed with the Clerk of said Court to-wit:  
John Gibson Administrator of the Estate of Robert B. Smith deceased, Plaintiff.

Court of Common Pleas Union County, Ohio.  
Answer and Cross-petition of Caleb Harsh

Answer  
No. 49141

vs  
William B. Smith Caleb Harsh et al. Defendants  
and now comes the defendant Caleb Harsh and for his Answer and Cross-petition to said action says, that at the October Term A.D. 1883 and on the 8<sup>th</sup> day of Nov. A.D. 1883, by the consideration and judgment of the Court of Common Pleas in and for Delaware County Ohio, he recovered a judgment against one J. D. Leeper, Robert B. Smith and James M. Hoskins, for the sum of six hundred and fifty & <sup>66</sup>/<sub>100</sub> Dollars, and the further sum of Fifty one & <sup>7</sup>/<sub>100</sub> Dollars, the costs of said judgment and accruing costs which said judgment draws interest at eight per cent from the date of the rendition thereof; that the said Caleb Harsh on the said 8<sup>th</sup> day of November A.D. 1883 entered a remittitur on said judgment for the sum of seventy seven & <sup>10</sup>/<sub>100</sub> that the said judgment remains in full force unreversed and unsatisfied in whole or in part except as above set forth; that the said J. D. Leeper and the said James M. Hoskins are hopelessly insolvent, and nothing can be made of them on said execution; that on the 12<sup>th</sup> day of February A.D. 1884, the Clerk of said Delaware Common Pleas issued a writ of execution commonly called a "Fi Fa" directed to the sheriff of Union County, Ohio, commanding him that of the goods and chattels and for want thereof of the lands & tenements of the said defendants therein, he make said judgment and costs and accruing costs; that the said sheriff of Union County, Ohio, received said writ on the 12<sup>th</sup> day of February A.D. 1884 and on the 14<sup>th</sup> day of February A.D. 1884 for want of goods and chattels did levy said writ of execution on and seize in execution thereunder, the following described real estate, belonging to the said Robert B. Smith to-wit: Situate in the County of Union and State of Ohio, and being the same lands described in said petition in this action; that said sheriff having made said levy did endorse the same at the date on the back of said writ and on said date did enter the same on the fourth Execution Docket of said Union County Ohio, and this defendant says that he has and holds a valid and subsisting lien on said real estate from and after the said 14<sup>th</sup> day of February A.D. 1884. Whereupon this defendant asks that said real estate in the said petition described may be ordered to be appraised, advertised and sold to pay said judgment and the various liens thereon, according to their just and equitable priority and that this defendant may have such other and further relief, in the premises as may be just and equitable.  
Carper & Van Deman  
Attys for Caleb Harsh, Defendant

The State of Ohio,  
County of Delaware, ss. John D. Van Deman being sworn on his oath says, that he is one of the Attorneys of the said Defendant; that the said Defendant Caleb Harsh is a non-resident of and is now absent from Union County, Ohio, and that he believes the statements of the foregoing

answer and cross petition to be true. John D. Van Derman  
 sworn to by John D. Van Derman before me, and by him sub-  
 scribed in my presence this 25<sup>th</sup> day of September A.D. 1886.  
 [Seal] W.E. Moon, Notary Public in and for Delaware County, Ohio.  
 Dues 40cts Not paid

Afterward, on the 26<sup>th</sup> day of Oct. A.D. 1886, the following motion was  
 filed with the clerk of said Court, to-wit:

Motion  
 No. 4941  
 John Gibson, Admr. } Court of Common Pleas,  
 vs } Union County, Ohio.  
 William B. Smith et al. Defendants. } Motion.

Now comes the said Plaintiff and moves the Court to set aside  
 the appraisement heretofore made in this case of the 119 acres tract of  
 land in the petition described. For grounds of this motion Plaintiff  
 says the said appraisement exceeds the market value of said land.  
 Plaintiff has made diligent efforts to sell the land under said ap-  
 praisement but can find no bidders and it cannot be sold at said  
 appraisement. And plaintiff prays for a new order of appraise-  
 ment and sale of said premises at private sale.  
 C. B. Cole & Son, Plffs. Attys.

Afterward, on the 26<sup>th</sup> day of October A.D. 1886, the following Entry  
 was made on the Journal by the clerk of said Court, to-wit:

Entry  
 John Gibson, Admr etc } Union Common Pleas.  
 vs } Entry.  
 Wm B. Smith et al. } This day came the parties and thereupon this  
 cause came on for hearing on motion of plaintiff to set aside the ap-  
 praisement heretofore made under the former order of sale at private  
 sale of the 119 acres tract (Being in survey No. 3694) in plaintiff's peti-  
 tion described - and for a new order of appraisement & sale of said 119  
 acres and was submitted to the Court. On consideration whereof and  
 good cause being shown therefor it is ordered that the said appraise-  
 ment be and the same hereby is set aside, and that a new order of  
 appraisement and sale of said 119 acres tract issue and the same  
 be sold thereunder, and it is ordered that Henry Liggett, O. B. Mar-  
 tin and John Hudson three judicious disinterested men freeholders  
 of the vicinity being first duly sworn do upon actual view of the  
 said premises (119 acres) in the petition of Plaintiff described make  
 a just valuation thereof in money. And that said plaintiff there-  
 upon proceed to sell said real estate at Private sale according to  
 law at not less than the appraised value thereof upon the follow-  
 ing terms: viz  $\frac{1}{3}$  cash in hand,  $\frac{1}{3}$  in one year,  $\frac{1}{3}$  in two years from  
 date of sale the deferred payments to bear interest from date.

Afterward, on the 28<sup>th</sup> day of Oct. A.D. 1886 the following Order of Ap-  
 praisement etc. was issued by the clerk of said Court, to-wit:

Order of The State of Ohio, }  
 Appraisement } Union County, ss. }  
 Robert Smith, Deceased. } To John Gibson Administrator of the estate of  
 } Greeting:

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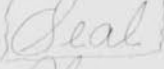
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 H. H. Sig-  
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In Obedience to an Order and decree of the Com Pleas Court within and for said County, made this day in a certain cause wherein you, as the Administrator of the estate of Robert B. Smith is Plaintiff, and the said W<sup>m</sup> B. Smith, Eva J. Smith et al. are Defendants, you are commanded that by the oaths of Henry Siggets, O. B. Martin and John Hudson judicious and disinterested men of the vicinity, and upon actual view of the premises, you cause a just valuation and appraisement in money to be made; and that when so appraised, you cause to be advertised and sold at private sale, according to law for not less than their appraised value, the following described premises, to-wit:

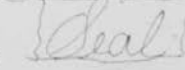
Situated in the Township of Leesburg, County of Union and State of Ohio and in V.M. Survey No. 3694 bounded and described as follows; commencing at a stake and three black ash trees in the original line of said Survey, Thence S 82° E. 134½ poles to a stake, and two red elms and ironwood, Thence S 8° E. 65 poles to a stake and two ash trees and beech, Thence N. 83° W. 134½ poles to a stake two beeches and an ash thence S 8° W. 64 poles to the beginning containing 54 acres more or less.

Also in same survey 3694 beginning at two ash trees and elm west corner of Thomas Tutts land. Thence S 8° W. 62 poles to a hickory, beech, ash and ironwood S.W. corner of said Survey Thence South 87° 45' west 165 poles to three black ash trees, Thence N. 8° E. 64 poles to 2 beeches and an ash. Thence N. 82° W. 165 poles to the beginning containing 65 acres more or less, being the Joseph White farm sold and converted to Robert Welch by John McComb Admr. and by said Welch to Robert B. Smith, said sale to be upon the following terms, to-wit: one third cash in hand, one third in one year and one third in two 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 forth with upon the execution of this order. Witness my Signature, and the Seal of said Com. Pleas Court, at Marysville, Ohio this 28<sup>th</sup> day of October A.D. 1886.  John L. Bwigner, 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.  
Oct. 29<sup>th</sup> 1886, John Gibson Admr. P. B. Cole & Son, Attorneys.

The State of Ohio,  
Union County } On the 29<sup>th</sup> day of October A.D. 1886 before me, personally appeared H. H. Siggets, O. B. Martin and John Hudson within examined, and made solemn oath that they would, upon actual view, honestly and impartially appraise the real estate of Robert B. Smith deceased, in pursuance of the foregoing order.

H. H. Siggets, O. B. Martin, John Hudson, Appraisers.  
Sworn to and subscribed, before me, this 29<sup>th</sup> day of October, A.D. 1886.  A. B. Stricker Notary Public in and for Union Co. Ohio.

In obedience to the foregoing order, after being first duly sworn and

upon actual view of described premises in the foregoing order described, we the undersigned appraisers estimate the value of said real estate at Forty one Dollars & Cents. H. H. Biggett,

October 29<sup>th</sup> 1886. O. B. Martin, John Hudson, Appraisers.  
Fees Appraisers, each day 3. Certificate & oath of Appraisers 25 Total 3.25  
Paid by Adm'r.

Report of Sale

Report of Sale

No. 4941

In pursuance of the foregoing order of sale by the Court in this case I gave notice by publication in the Union County Journal a newspaper of general circulation in said County of Union for 3 months and otherwise good general notice of sale of said premises. And after giving said general notice and offering the said property for sale. On many occasions & wherever I could hear of a buyer I sold the same to George Bushwater on the day of November 1886 for the sum of \$4879.<sup>00</sup> cash in hand bid sum being the highest and best bid that was offered or made for said premises, and the full appraised value thereof.

John Gibson

The State of Ohio,

Union County ss. John Gibson being duly sworn says that the private sale of property made by order of court as represented in the report to which this is attached, was made after diligent endeavor to obtain the best price for the property, and that the sale reported is for the highest price that he could get for said property. John Gibson

Sworn to and subscribed before me this 3<sup>rd</sup> day of January A.D. 1887.  
G. J. Bunsger, Clerk.

Said Writ returned & filed January 5<sup>th</sup> 1887.

Afterward, on the 5<sup>th</sup> day of Jan. A.D. 1887, the following Entries were made on the Journal by the Clerk of said Court, to wit:

Entry

John Gibson } No. 4941  
vs } Now comes the plaintiff and suggests to the Court the  
Wm B. Smith } death of Cornelia Taylor one of the parties defendant herein and the action proceeds.

Entry

John Gibson Adm'r } No. 4941  
vs } Now comes the plaintiff and suggests to the Court  
Wm B. Smith et al. } that the defendant Cornelia Taylor has died since the commencement of this action and that Rachel J. Reaney has been duly appointed & qualified as executrix of the last will and testament of the said Cornelia Taylor. And the court being fully notified thereof and all parties consenting it is hereby on motion of the said Plaintiff ordered that this action stand revised in the name of Rachel J. Reaney as said executrix and proceed against her.

Entry

John Gibson, Plff. } No. 4941  
vs } Union Common Pleas.  
Wm B. Smith et al. Dft. } Entry.

It appears to the Court that Josie Smith and Wm B. Smith minor defendants have been duly served with summonses and that said Josie

Smith and Wm B. Smith either one or both more than two served upon J. F. Arthur Esq. and the

Sturgwan with the Clerk John Gibson.

answer

No. 4941

Wm B. Smith vs Wm B. Smith  
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Afterward made on the J. John Gibson

Entry

vs Wm B. Smith Union Centre Building and Reaney Exec The Gardians Friends. Co

And a was submit On considera the amendan W. D. Smith a-cords of Mosta cluded in the fact made to B. Smith, Dec and is franc deed. It is deed be and held for crow fendant the on the notes a thousand fir payment of his wife defere certain short



Smith and Wm B. Smith are both of the age of fourteen years and have neither one applied for the appointment of a guardian ad litem, although more than twenty days have elapsed since the return of said summons served upon them. On the application of the plaintiff it is ordered that J. J. Arthur Esq. be appointed guardian ad litem for said minor defendants and thereupon said J. J. Arthur accepts said appointment

Afterward, on the 5<sup>th</sup> day of Jan. A.D. 1887, the following answer was filed with the Clerk of said Court, to-wit:

John Gibson, Plff. vs No. 4941 Union Bonn. Pleas.

Wm B. Smith et al. vs Answer.

Wm B. Smith and Josie Smith minors by J. J. Arthur their guardian ad litem for answer to the petition and amendment to the petition of plaintiff deny all the allegations therein contained and say that they are of tender years and ask the Court to protect their rights and grant them and each of them such relief as is proper.

J. J. Arthur Atty. for Plffs.

Guardian ad litem of Wm B. Smith & Josie Smith.

Afterward, on the 7<sup>th</sup> day of Jan. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

John Gibson Administrator of Robert B. Smith dec'd, Plff. vs No. 4941

Wm B. Smith, Eva J. Smith, Josie Smith, Margaret Smith, Union Central Life Insurance Company, The Enterprise Building and Loan Association, Sarah Evans, Rachel Peamey Executrix of the will of Cornelia Sailor, dec'd, The Indiana Yearly Meeting of the Religious Society of Friends, Caleb Horsh, Defendants. Entry.

And now this cause coming on for hearing on distribution was submitted to the Court on the pleadings and evidence adduced; On consideration whereof the Court find that the mortgage deed in the amendment to plaintiff's petition described from Robert B. Smith to W. D. Smith dated June 25<sup>th</sup> 1885, and recorded on page 284 of the records of Mortgages in Union County, Ohio, and covering the 199 acres included in the last two tracts described in plaintiff's petition was in fact made to Wm B. Smith the defendant a minor child of said Robert B. Smith, Dec'd and was made with out any consideration whatever and is fraudulent and void as to the creditors of said Robert B. Smith dec'd. It is therefore ordered adjudged & decreed that said mortgage deed be and the same hereby is altogether annulled cancelled and held for naught. The Court further find that there is due to the defendant the Indiana Yearly Meeting of the Religious Society of Friends on the notes set up in its cross petition therein the sum of \$3565.<sup>00</sup> Three thousand five hundred & sixty five <sup>00</sup>/<sub>100</sub> dollars. And that to secure the payment of the same the said Robert B. Smith and Margaret Smith his wife defendant, executed and delivered to Joseph Dickinson their certain mortgage deed as in the cross-petition of said Yearly Meeting

Society herein described, upon the one hundred & nineteen acres of land included in the last two tracts in plaintiffs petition described. That said Mortgage was duly recorded in Vol. 18 & 12, 553 of the Union County Records of Mortgages on the 1<sup>st</sup> day of Jan'y. 1883. And that on the 6<sup>th</sup> day of April A.D. 1883 said notes interest coupons & mortgage were for a full fair & valuable consideration sold assigned and delivered by said Joseph Dickerson to said Indiana Yearly Meeting Society & that said Yearly meeting is now the legal owner & holder thereof, and that said mortgage is the first & best lien on said 119 acres for the said amount so found due. And thereupon on motion of the plaintiff and his producing the return of the sale of the one hundred and nineteen acres aforesaid, made by him under the former order of this court, and the Court finding on careful examination of the proceedings of said Administrator and being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it is ordered that the said proceedings and sale be and they are hereby approved and confirmed, and it is further ordered that the said Administrator convey to the purchaser George Freshwater by deed in fee simple the lands and premises so sold, and the said purchaser is hereby subrogated to all the rights of the said lien holders so far as they may be paid herein for the protection of his title. And the Court continuing now to distribute the proceeds of said sale amounting to \$4879.<sup>00</sup> it is ordered that the said plaintiff (Administrator) retain of the money in his hands, sufficient to cover costs of this action taxed to \$ and the per centum and charges of said Administrator for his Administration of the same and his expenses therein including Atty fees. to be held by him subject to further order of the Court proportioning said costs & charges between said 119 acres tract & said 82 1/2 acres tract. *Second*: Out of said proceeds of the 119 acres said plaintiff is ordered to pay the taxes & assessments due on said 119 acres being \$53.<sup>87</sup>. *Third*: To the said Indiana Yearly meeting of the Religious Society of Friends the said sum of \$3565.<sup>06</sup> so found due it, being inclusive of interest to Jan'y 5, 1887. As to distribution of balance of proceeds of sale this cause is continued.

The foregoing order of distribution is made by our consent.  
 P.B. Cole & Son, Plff's Attys. J. W. Robinson for Evans, who it is said gets nothing in any event. Robinson & Piper, Attys for Enterprise B. & Loan Assn. J.B. Gutton, Atty of The Indiana Yearly Meeting of the Religious Society of Friends & Rachel J. Kearney executrix of Cornelia Taylor. Porter & Porter for Freshwater, the purchaser.

Afterward, on the 9<sup>th</sup> day of June, A.D. 1887, the following Entry was made on the Journal by the clerk of said Court, to wit:

John Gibson Administrator of Robert B. Smith Deid. Plff.  
 vs  
 Wm. B. Smith, Esq. J. Smith, Josie Smith, Margaret Smith,  
 Union Central Life Insurance Company, The Enterprise  
 Buildings and Loan Association, Sarah Evans, Rachel J. Kearney,  
 Executrix of the will of Cornelia Taylor, Deid, The Indiana Yearly  
 meeting of the Religious Society of Friends, Caleb Marsh, Deft.

This cause now coming on to be heard on the return of John Gibson

Entry  
 No. 494

No. 4941

Administrator  
 82 1/2 acres first to  
 court after having  
 sale has in all  
 firm the said  
 trator make to  
 the premises so  
 rights of the  
 ion of his title  
 said sale con  
 ing \$770.<sup>00</sup> and  
 with interest.

Order that  
 the sum of \$16  
 the charges & c  
 of 82 1/2 acres of l  
 County, Ohio  
 said land  
 to the Union  
 goes petition  
 there is due t  
 May 16, 1885  
 said Admin  
 Life Insuranc  
 proceeds after  
 Company out  
 on said sale  
 on said Decree  
 per cent. For  
 Building an  
 tion herein or

And that the  
 that the said  
 Loan Associa  
 payments m  
 to distribute  
 said John Gil  
 tion and her

Order that  
 costs of this s  
 tor herein in  
 Second: The  
 being 377.66  
 mortgage in  
 herein, upon  
 \$921.<sup>82</sup> which  
 ordered that  
 Smith herein  
 thereof.

Administrator of Robert B. Smith decided of his proceeding, and the sale of the 82 1/2 acres first tract in the petition described, under the order of this court, the court after having carefully examined said return being satisfied that said sale has in all respects been legally made does hereby approve and confirm the same, and order that the said John Gibson as such Administrator make to the purchaser James A. McAllister a good & sufficient deed for the premises so sold, and the said purchaser is hereby subrogated to all the rights of the lien holders so far as they may be paid herein for the protection of his title. And the court coming now to distribute the proceeds of said sale consisting of cash amounting to \$771.<sup>25</sup> and two notes amounting \$770.<sup>00</sup> and due in one & two years respectively from April 28, 1887 with interest from date, now in the hands of said John Gibson, Adm.

Order that he pay out of the said cash proceeds of said sale; First: the sum of \$161.<sup>43</sup> of the costs of this suit No. 4941 including \$138.<sup>16</sup> as the charges & expenses due said administrator in respect to said tract of 82 1/2 acres of land, taxed at \$484.<sup>29</sup> Second: To the Treasurer of Union County, Ohio, \$93.<sup>25</sup> being the taxes and penalties & assessments due on said land. Third: The court find that the Decree on the mortgage to the Union Central Life Insurance Company set up in its answer & cross petition is the first and best lien on the premises sold, and that there is due thereon the sum of \$1749.<sup>87</sup> with interest at 8% from May 16, 1885 - to wit the sum of \$2029.<sup>00</sup> It is therefore ordered that the said Administrator plaintiff, pay next, to the said Union Central Life Insurance Company, the residue, being \$517.<sup>24</sup> of said cash proceeds after the prior payments. And pay to the said Insurance Company out of the avails of said two notes for the deferred payments on said sale as the same are respectively collected the balances due on said Decree. Being \$1511.<sup>76</sup> with int. thereon from May 16, 1887, at 8% per cent. Fourth: The court find that the mortgage to the Enterprise Building and Loan Association set up in its answer & cross petition herein on the said 82 1/2 acres sold, is the second best lien thereon, and that there is due thereon the sum of \$486.<sup>76</sup>. It is therefore ordered that the said John Gibson pay next to the said Enterprise Building & Loan Association the residue of the avails of said two notes for deferred payments when collected. Fifth: And the court coming now to distribute the remainder undistributed, now in the hands of said John Gibson, of the proceeds of the 119 acres described in his petition and heretofore sold in this action, said remainder being \$700.<sup>52</sup>

Order that he pay first out of said proceeds the sum of \$322.<sup>86</sup> of the costs of this suit, including \$276.<sup>34</sup> as charges due said administrator herein in respect to said tract of land, taxed at \$484.<sup>30</sup> as aforesaid. Second: That he pay the remainder of said proceeds of said 119 acres being 377.<sup>66</sup> to the Enterprise Building & Loan Association on the mortgage indebtedness to it, set up in its answer & cross petition herein, upon which mortgage the court find there is due the sum of \$921.<sup>85</sup> which is the second best lien on said 119 acres. It is further ordered that the clerk cause the cancellation of the mortgage to W. D. Smith; hereinbefore ordered to be cancelled to be entered in the record thereof.

Attest, John L. Burgoyne, Clerk  
By Nellie Roney, Deputy.

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Gibson

Pleas before His Honor John A. Price, Judge of a Court of 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 16<sup>th</sup> day of May, in the year of Our Lord, one thousand eight hundred and eighty seven.

Heretofore, to-wit; on the 19<sup>th</sup> day of Feb. A.D. 1881, the following Petition was filed with the Clerk of said Court, to-wit;

Petition  
No. 3767

Cyrus Moore, Plaintiff,  
vs  
Winget Harriman and E. S. Robinson, Defendant.

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

The plaintiff Cyrus Moore says that this case comes into this court upon appeal from the Docket of G. W. Burgoon J. P. of said County. That the plaintiff is the owner and entitled to the possession of a certain Bay mare about 9 years old and about 13 hands high. That at the time of the commencement of this action before said Justice of the Peace said property was wrongfully and unjustly detained from this plaintiff by said defendants. That said property was 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 an order of delivery issued in replevin or any other name or final process issued against him. The plaintiff says that by virtue of the writ of replevin issued by said Justice of the Peace said property has been delivered to him but the said defendants have not paid the damage for the said unlawful detention thereof which the plaintiff alleges is Twenty five dollars. Wherefore the said plaintiff prays judgment against said defendants for the said sum of Twenty five dollars his damage sustained by reason of the said unlawful detention of said property and for all proper relief. S. S. Gardner and Cameron and Bettor. Attys for Plaintiff.

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

Sworn to before me and signed in my presence this 18<sup>th</sup> day of February, A.D. 1881 H. M. Wright, Justice of the Peace.

Afterward on the 21<sup>st</sup> day of Mar. A.D. 1881, the following Answer was filed with the Clerk of said Court, to-wit;

Answer

Cyrus Moore, plff.  
vs  
Winget Harriman & E. S. Robinson, Defts.

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

The defendants for answer to the plaintiff's petition admit that they were in possession of the property described in said petition & claimed title thereto when this action was brought & said property was taken from them in replevin by plaintiff as alleged but all the other allegations of said petition are denied by the defendants & therefore they ask judgment for the value of said property so taken. Robinson & Piper, Attys for Defts.

The State of Ohio,  
Union County, ss. The defendants being duly sworn depose & say the alle

gations of the f

Sworn to  
Seal J. P.

\*No. 2) Afterward  
on the Journal  
Cyrus Moore,

Entry.

No. 3767

vs  
W. Harriman  
and thereupon  
J. D. Robinson,  
John S. Kiburn  
impanelled  
the parties in  
duces, unless  
Court, and af  
of the Court  
their verdict, a  
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to-wit:

Verdict.

Cyrus Moore  
vs  
Winget Harri  
We, the  
in this case in  
Plaintiff, fro

\*No. 1) Afterward  
made on the J  
Cyrus Moore

Entry.

vs  
W. Harriman  
Witness this  
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Afterward  
made on the J  
Cyrus Moore

Entry.

vs  
Winget Harri  
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gations of the foregoing answer are true as they believe. Winget Harriman  
 J. S. Robertson  
 Sworn to before me & signed in presence this 19<sup>th</sup> of March 1881.  
 Seal J. H. Kinkade Notary Public, In & for Union Co. O.

\*No. 2) afterward, on the 28<sup>th</sup> day of May A. D. 1887, the following Entry was made  
 on the Journal by the Clerk of said Court, to-wit:  
 Cyrus Moore, Plaintiff.

Entry.  
 No. 3767

vs  
 W. Harriman et al. Defendants  
 and thereupon came a Jury, to-wit: John P. Morse, D. W. Dean, S. H. Skidmore,  
 J. D. Robinson, Albert E. Morse, Robert McEzary, James L. Jolliff, A. G. Kirby,  
 John J. Kirby, C. L. Cary, John P. Powell, Sam. Hensley, 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 evi-  
 dence, 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:

Cyrus Moore, Plaintiff. } The State of Ohio, Union County,  
 vs } Court of Common Pleas of said County.  
 Winget Harriman et al. Defendants } May Term May 28, 1887.  
 Civil Action, Verdict for Plaintiff.

Verdict.

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, at the sum of .05 John P. Morse, Foreman

\*No. 1) Afterward, on the 6<sup>th</sup> day of Nov. A. D. 1886, the following Entry was  
 made on the Journal by the Clerk of said Court, to-wit:  
 Cyrus Moore.

Entry.

vs  
 W. Harriman & J. S. Robertson } On motion of plaintiff & on a sufficient  
 showing by him for absence of material  
 Witness this cause is continued at the costs of plaintiff. It is therefore  
 considered by the court that Defendants recover of plaintiff the costs of  
 this term in this cause taxed to \$

Afterward, on the 9<sup>th</sup> day of June, A. D. 1887, the following Entry was  
 made on the Journal by the Clerk of said Court, to-wit:  
 Cyrus Moore

Entry.

vs  
 Winget Harriman and J. S. Robertson } The Jury in this case having on  
 a former day of this term rendered  
 their verdict in favor of the plaintiff and assessed his damages at \$ .05 and  
 no motion for a new trial having been made; it is therefore considered  
 ordered and adjudged by the Court that the plaintiff recover of the defend-  
 ants said sum of sets together with his costs herein expended taxed at \$  
 and that defendants pay their own costs herein expended taxed to \$ for all  
 of which execution is awarded. Attest. John J. 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 Seventh Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 15<sup>th</sup> day of Oct. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Thomas A. Legler, John T. Barlow and Peter S. Legler } Union County,  
under the name of Legler Barlow & Co. Plffs. } Court of Com. Pleas.

Petition

No. 5194

vs  
Spencer S. Me. Wade, Emma Me. Wade,  
Hoar Morgan & Co. Osborne Solomon & Co.  
Joseph Dickenson, Dfts.

Petition.

On the 27 of August

A. D. 1886 by the consideration of the Court of Com. Pleas of Champaign County, Ohio. Plaintiff recovered a judgment against the Dft. Spencer S. Me. Wade for the sum of six hundred and nine  $\frac{7}{100}$  dollars with 8% of interest thereon. And also nine  $\frac{7}{100}$  dollars his costs including accruing costs which judgment is wholly unpaid and unsatisfied. On the day of August 1886 an execution was duly issued on said judgment, and for want of goods and chattels whereon to levy, was on the 31<sup>st</sup> day August 1886 duly levied on the following described lands and tenements, part of Va. Military Survey No. 2308. Beginning at a stake in the westerly line of lot No. 6 of the subdivision of said Survey, and N. W. corner to a tract of land containing 29 acres conveyed by Saml. Gibson to J. S. Ruhlen April 1-1880 thence with the westerly line of said tract N. 52° 15' E. 104  $\frac{7}{100}$  poles to a stake <sup>east by</sup> ~~westerly~~ corner to the said - thence with the easterly line of said tract S. 35° 15' E. 50  $\frac{7}{100}$  poles to a stake corner to said tract, thence with the S. line of Lot No. 6 N. 52° 15' E. 35 poles  $\frac{7}{100}$  to a stake witness<sup>d</sup> by 3 ashes, thence N. 35° 15' W. 95  $\frac{50}{100}$  poles to a stake corner to the lower lot of Martha Gibson thence with a line of said lot S. 52° 15' W. 140  $\frac{7}{100}$  poles to a stake corner of said lot in the westerly line of Lot No. 6 thence with said line S. 35° 15' E. 40  $\frac{50}{100}$  poles to the beginning containing 51 acres more or less. which levy still subsists: One Joseph Dickenson Dft. claims to hold a mortgage on said premises and the Dft. Hoar Morgan & Co. and Osborne Solomon & Co. claim some interest; or lien on said premises by reason of which claims Plff. is unable to effect a sale of said premises under said execution. Wherefore Plff. asks that said claimants & Dfts. be compelled to set up their claims if they have any, in said premises or be forever barred, and that the Court will adjust the priorities thereof, and of the Plffs. said lien and that the said real estate may be ordered sold and the proceeds be distributed among the claimants & Dfts. according to the respective priorities as the same shall be settled by Court.

P. B. Cole & Son, Atty. for Plff.

State of Ohio.

Union County, } P. B. Cole being sworn says that he is the Atty. for Plff. and that Plffs. are absent from the county and affiant further says that the facts stated and allegations in his foregoing petition are true as he believes

P. B. Cole.

Sworn to before me and subscribed in my presence this 14<sup>th</sup> day of Oct. 1886. John B. Coats, Probate Judge.

Legler Barlow &  
vs  
Spencer S. Me. Wade  
Osborne Solomon  
Snyder Chaffee  
Spencer S. Me. Wade  
Logan County,  
of Union County

Attorneys  
issued by the  
The State of Ohio  
Union County,  
We command  
Joseph Dickenson  
& Co. that they  
Common Pleas  
day of November  
against them  
be taken as true  
due return of  
my hand and  
[Seal]

Endorsed  
Said W  
to-wit;  
The State of Ohio  
Union County,  
pursuant to  
ants Hoar Morgan  
copy of this s  
place of residen  
and by hand  
thereon to the  
ants Snyder  
Mileage 1.92  
I hereby  
hereby enter  
Oct. 16<sup>th</sup> 1886.  
Osbo

Summons  
The State of Ohio  
Union County,  
Osborne Solomon & Co.,  
Snyder Chaffee  
in the Court of

Præcipe  
No. 5194

Legler Barlow & Co. vs  
Spencer E. Mc. Wade, Emma Mc. Wade, Hoar Morgan & Co.  
Osborne Solomon & Co. Joseph Dickinson.  
Snyder Chaffee & Co. Dfts

Union Com. Pleas.  
Præcipe.  
The clerk will issue  
a summons against  
Spencer E. Mc. Wade and Emma Mc. Wade and Hoar Morgan & Co. to sheriff of  
Logan County, Ohio. and against the other Defendants above named to sheriff  
of Union County acc returnable according to law.  
P. B. Cole & Son, Atty. for Pltff.

Afterward, on the 15<sup>th</sup> day of Oct. A. D. 1886. the following Summons were  
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 Hoar Morgan & Co., Osborne Solomon & Co.  
Joseph Dickinson, Spencer E. Mc. Wade & Emma Mc. Wade Snyder Chaffee  
& Co. that they et al. have been sued by Legler, Barlow & Co. in the Court of  
Common Pleas of Union County, and that unless they answer by the 13<sup>th</sup>  
day of November A. D. 1886 the petition of said plaintiffs Legler Barlow & 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 25<sup>th</sup> day of October A. D. 1886. Witness  
my hand and the seal of said Court, this 13<sup>th</sup> day of Oct. A. D. 1886.  
{Seal} J. L. Burgher, Clerk!

Endorsed: In action to marshal time.  
P. B. Cole & Son, Plaintiffs Attorneys  
Said Writ returned and filed Oct. 25<sup>th</sup> A. D. 1886, endorsed as follows.

Sherriff's Return.

to-wit:  
The State of Ohio,  
Union County, ss. Received this Writ Oct. 15<sup>th</sup> A. D. 1886, at 2 o'clock P. M. and  
pursuant to its command, on the 18<sup>th</sup> day of Oct. A. D. 1886. The defend-  
ants Hoar Morgan & Co. not found in my County, and by leaving a true  
copy of this summons with the endorsements thereon at the usual  
place of residence of the within named defendant Spencer E. Mc. Wade  
and by handing a true copy of this summons with the endorsements  
thereon to the within named defendant Emma M. Wade. The defend-  
ants Snyder Chaffee & Co. not found in my County. Service 45  
Mileage 1.92 copy .80 Total \$3.17 W. Hopkins, Sheriff.  
I hereby waive the issuing and service of summons herein and  
hereby enter my appearance herein. Caroline Milner.  
Oct. 16<sup>th</sup> 1886. By J. B. Fulton his Atty.  
Osborne, Solomon & Co. By Brodrick & Mc. Campbell, Atty.

Summons

The State of Ohio, } To the Sheriff of the County of Union, Greeting:  
Union County, ss. } We command you to notify Hoar Morgan & Co., Osborn  
Solomon & Co. Joseph Dickinson, Spencer E. Mc. Wade & Emma Mc. Wade  
Snyder Chaffee & Co. that they et al. have been sued by Legler Barlow & Co.  
in the Court of Common Pleas of Union County, and that unless they answer

by the 13<sup>th</sup> day of November A.D. 1886, the petition of the said Legler Barlow & 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 25 day of Oct. A.D. 1886. Witness my hand and the seal of said court, this 15 day of Oct. A.D. 1886.

[Seal] Witness my hand and the seal of said court, this 15 day of Oct. A.D. 1886. J. L. Burger, Clerk.

Endorsed, In action to marshal liens, P. B. Cole & Son Plaintiffs Attorneys.

Return. Said Writ returned and filed Oct. 23<sup>rd</sup> A.D. 1886. endorsed as follows.

to-wit: Service of the within summons acknowledged this 18<sup>th</sup> day of October 1886. Hoar Morgan & Co. By M<sup>c</sup>Laughlin & Dow their Attorneys.

No. 5194

Afterward, on the 8<sup>th</sup> day of Nov. A.D. 1886, the following Answer etc was filed with the Clerk of said Court, to-wit:

Answer.

Legler Barlow & Co. vs Spencer S. M<sup>c</sup>Wade et al. Union County Ohio. Court of Common Pleas. Answer & Cross-petition of Hoar Morgan & Co.

Now come the defendants Hoar Morgan & Co. and for Answer and Cross-petition herein say: 1<sup>st</sup> That by the consideration of the Court of Common Pleas of Logan County Ohio, at the September Term 1886 there of to-wit on the 13<sup>th</sup> day of September 1886 this defendant recovered a judgment against said defendant Spencer S. M<sup>c</sup>Wade in the sum of \$335<sup>00</sup> debt and \$10<sup>85</sup> costs & accruing costs. 2<sup>nd</sup> Said judgment is wholly unpaid and unsatisfied and still in full force. 3<sup>rd</sup> On the day of 1886 execution was duly issued on said judgment directed to the Sheriff of Union County Ohio, which execution was on the 4<sup>th</sup> day of October 1886 duly levied on the real estate described in the petition.

4<sup>th</sup> There is now justly due these defendants, from said defendant Spencer S. M<sup>c</sup>Wade on said judgment the sum of \$335<sup>00</sup> with interest from said 13<sup>th</sup> day of September 1886 and the further sum of \$10<sup>85</sup> costs and also the increased costs. Wherefore these defendants ask a finding of the amount due them in the premises and that said real estate may be sold according to law and the proceeds of such sale applied to the payment of their said claim and for all other proper relief.

M<sup>c</sup>Laughlin & Dow, Attys for debts Hoar Morgan & Co.

State of Ohio, Logan County, ss. J. D. M<sup>c</sup>Laughlin being first duly sworn says he is attorney for said defendants Hoar Morgan & Co. that said Hoar Morgan & Co. are non-resident of the State of Ohio and are now absent from said County of Union and Affiant further says that the statements and allegations contained in the foregoing pleading are true as he verily believes.

Sworn to before me and in my presence subscribed this 6<sup>th</sup> day of November, 1886. Dow Aikin Notary Public in & for Logan Co.

Entry.

No. 5194

afterward the Journal Legler Barlow vs J. E. M<sup>c</sup>Wade On motion of Solomon & Co.

Entry.

Afterward on the Journal Legler Barlow vs Spencer S. M<sup>c</sup>Wade Hoar Morgan & Co. Joseph D. Morgan & the other defendants the Court by defendant of hundred dollars the commission further described liens on order that unless the Defendant the County the costs of them with of sale issues as up further on.

Answer.

After filed with Legler, Barlow vs Spencer S. M<sup>c</sup>Wade and having five day of due to Joseph D. Dollars with ity, the is attached. 1<sup>st</sup> 1887, the due respect



afterward, on the 18<sup>th</sup> day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry  
No. 5194

Legler Barlow & Co. Plff. vs J. E. McWade et al. Defts. In Union Common Pleas. Ohio. Case No. 5194

Journal Entry.  
On motion, leave is hereby granted by the Court to defendant, Osborn Solomon & Co. to file answer herein in twenty days from Nov. 16<sup>th</sup> 1886. Brodrick & Mc. Campbell, Attys. Osborn Solomon & Co.

Afterward, on the 20<sup>th</sup> day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

Legler Barlow & Co. Plff. vs

Spencer E. McWade, Emma McWade, Hoar Morgan & Co., Osborn Solomon & Co., Joseph Dickinson, Dfts. This day this cause came on for hearing on the petition of Plff. answer & Cross petition of Hoar Morgan & Co. The said Spencer E. McWade and Emma McWade and the other Defendants still failing to answer or demur, upon the evidence the Court being fully advised in the premises and there is due from the Defendant Spencer E. McWade to the plaintiff the sum of (\$609<sup>72</sup>) six hundred and nine 70/100 dollars with interest thereon from August 27 1886 to the comint of this term of the Court making in all \$625<sup>96</sup>. The Court further find that the Plff. levied his execution on said real estate described in the petition and that there are other incumbrances and liens on said land, and that it is necessary to sell said real estate in order that the said liens and incumbrances thereon may be adjusted.

It is therefore ordered adjudged and decreed by the Court, that unless the Defendant Spencer E. McWade shall within 10 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 the sums so found due them with interest at 8% from the 25<sup>th</sup> day of October 1886, that an order of sale issue to the sheriff of Union County ordering him to sell said premises as upon execution and that he bring the Proceeds into court for further order.

Afterward, on the 14<sup>th</sup> day of Dec. A.D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:

Answer

Legler, Barlow & Co. vs The State of Ohio, Union County, Court of Common Pleas.

Spencer E. McWade et al. Answer of Caroline Milner.

And now comes the said defendant, Caroline Milner, leave of Court having first been had, and for answer herein says: That on the 2nd day of August 1886, the said Spencer E. McWade executed and delivered to Joseph J. Dickinson his promissory note for the sum of Eight hundred Dollars with interest thereon at eight per cent per annum after maturity, the interest thereon to maturity being represented by 10 coupon notes attached to said principal note, the 1st for the sum of \$32.00 due March 1<sup>st</sup> 1887, the 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, & 9th, for the sum of \$28.00 each due respectively on the 1<sup>st</sup> days of September 1887, March 1888, September 1888,

March 1889, September 1889, March 1890, September 1890, and March 1891, and \$24.00 on the 2nd day of August 1891, and that each coupon bears eight per cent interest after due; that to secure the payment of said note, and coupons the said Spencer B. Mc. Wade and Emma Mc. Wade his wife executed and delivered to said Joseph J. Dickinson their mortgage deed on the lands described in plaintiffs petition on said 2nd day of August 1886, which mortgage deed was filed for record on the 4th day of August 1886 and was afterward recorded in Vol. 24 page 50 of the records of deeds of Union County Ohio, which the said Caroline Milner, says is the first and best lien on the said premises. That on the 6th day of August 1886 the said Joseph J. Dickinson, for a valuable consideration endorsed, sold and delivered, the said note, coupon and mortgage to this defendant, Caroline Milner, who is now the owner and holder thereof, and on which no payments have been made. The said Caroline Milner asks the Court that in any sale that may be made of said premises that her rights may be protected. J. B. Tutton, Atty. for Caroline Milner.

The State of Ohio,  
 Union County, ss: J. B. Tutton being first duly sworn according to law says, that he is the attorney of the said Caroline Milner duly authorized in the premises; that the said Caroline Milner is a non-resident of the County of Union, Ohio, and now absent therefrom, and that he believes the facts stated and allegations of the foregoing answer are true. J. B. Tutton.  
 Sworn to before me and subscribed in my presence by the said J. B. Tutton this 14th day of December 1886.  
 J. C. Burgener, Clerk.

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:  
 Legler Barlow & Co. vs Spencer B. Mc. Wade et al. & Co. and Caroline Milner and now comes the defendants Osborne Solomon & Co. and now the Court for leave to file their answers and cross Petitions in this case; and the Court being fully advised in the premises do grant said leave to file answers, and same filed.

Afterward, on the 5th day of Jan. A. D. 1887, the following answer was filed with the Clerk of said Court, to-wit:  
 Legler Barlow & Co. Plffs. vs Spencer B. Mc. Wade et al. Defts. Answer & Cross Petition of Osborn Solomon & Co.  
 And now comes the said defendants, Osborn, Solomon & Co. by leave of the Court first had, and file their answer by way of cross petition and say: They are a partnership formed for the purpose of carrying on business in the state of Ohio; that, as such partnership, and under said firm name, they did on the 5th day of January 1887, by the consideration of the Court of Common Pleas, in and for said County of Union, at its October term, recover a Judgment against said defendant Spencer B. Mc. Wade for \$133.70 his debt, and \$35.00 his costs; and that said Judgment is still in full force, and wholly due and unpaid, and is, and has been.

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In Union Com. Pleas, Ohio.  
 Journal Entry.

In Court of Common Pleas, Union County, Ohio.  
 case No. 5194

a subsisting lien on the premises described in Plaintiff's petition, by virtue of a writ of Attachment issued out of said Court on the 28<sup>th</sup> day of September 1886 and levied on said premises. The said Osborn Solomon & Co. therefore claim the said sum of \$133 <sup>74</sup>/<sub>100</sub>, and costs \$35 <sup>80</sup>/<sub>100</sub>, making the total sum of \$169 <sup>54</sup>/<sub>100</sub>, and for which sum and interest from January 5<sup>th</sup> 1887 they pray a decree, and that their rights may be protected, and all proper relief afforded. Brodrick & M<sup>r</sup>. Campbell, attys for Osborn Solomon & Co.

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 defendants, Osborn, Solomon & Co, duly authorized in the premises, and that the facts stated and allegations made in the foregoing answer are, as he verily believes, true. Jas. S. Mc Campbell.  
 Given and subscribed before me this 5<sup>th</sup> day of January A.D. 1887.  
 J. L. Burquer, Clerk.

Afterward on the 5<sup>th</sup> day of Jan. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. Legler Barlow & Co. vs Spencer G. Mc Wade and others Phelps & Sons and moved the court for leave to file their answer and cross petition in this case and the court being fully advised in the premises do grant such leave and said answer filed.

Afterward, on the 5<sup>th</sup> day of Jan. A.D. 1887, the following Answer was filed with the Clerk of said Court, to wit:

answer. Legler Barlow & Co. Plaintiffs, vs Spencer G. Mc Wade and others Defendants, Court of Common Pleas Union County Ohio. Answer and Cross petition of W.S. Phelps & Sons.

Now come the defendants W.S. Phelps and Sons and by leave of the Court first had and within the rule of the court and file their answer by way of cross petition and say, that they are a firm composed of Winslow P. Phelps, Winslow Phelps, William A. Phelps and Samuel S. Phelps doing business under firm name and style of W.S. Phelps and Sons at Dayton Ohio. That as such firm they recovered a judgment against the defendant Spencer G. Mc Wade by the consideration of B. C. Bales a Justice of the Peace within and for the Township of Liberty in the county of Union and State of Ohio on December 11<sup>th</sup> 1886 for the sum of fifty five and <sup>60</sup>/<sub>100</sub> Dollars and costs taxed at \$ 2 <sup>35</sup>/<sub>100</sub>. That a transcript of said proceedings were filed with the Clerk of this Court on the 21<sup>st</sup> day of December A.D. 1886. That no part of said judgment or costs have been paid and said judgment is a valid lien on the real estate of the said Spencer G. Mc Wade in the petition described. The defendants W.S. Phelps and Sons therefore claim the said sum of \$ 55 <sup>60</sup>/<sub>100</sub> and costs \$ 2 <sup>35</sup>/<sub>100</sub> making sum of \$ 57 <sup>95</sup>/<sub>100</sub> justly due them and wholly unpaid and for which they ask a decree with interest from Dec. 11<sup>th</sup> 1886, and that their rights may be fully protected and for all proper relief. Robinson & Piper, Attorneys for W.S. Phelps & Sons.

State of Ohio,  
 Union County, ss. L. Piper being duly sworn according to law says he is  
 one of attorneys of the said W. C. Phelps and Sons duly authorized in the  
 premises and that the facts stated and allegations in the foregoing pleading  
 of W. C. Phelps and Sons are as he verily believes true. L. Piper.  
 Sworn to before me by L. Piper and by him subscribed in my presence  
 this 5<sup>th</sup> day of Jan. A. D. 1887.  
 {Real} J. L. Burgess, Clerk.

afterward, on the 14<sup>th</sup> day of Jan. A. D. 1887, the following Motion was  
 filed with the clerk of said Court, to-wit:

Motion  
 No. 5194  
 Legler Barlow & Co. Plaintiffs,  
 Against  
 Spencer E. Mc. Wade et al. Defendants  
 Court of Common Pleas,  
 Union County, Ohio.  
 Motion.

The said Emma M. Wade represents to the court, that she is the  
 wife of said Spencer E. Mc. Wade and that they are living together as hus-  
 band and wife, although her husband is now absent from home on  
 temporary business. That she and her said husband are residents  
 of the State of Ohio and neither of them is the owner of a homestead.  
 She therefore asks that on the distribution of the proceeds of any sale,  
 that may be made in this case, that she may be allowed the benefit of the  
 homestead law as against all claims except such as may preclude  
 the allowance of a homestead; that is to say, she claims the full benefit  
 of the homestead act. Porter & Porter, for Emma M. Wade.

afterward, on the 7<sup>th</sup> day of Jan. A. D. 1887, the following Entry was  
 made on the Journal by the clerk of said Court, to-wit:

Entry  
 No. 5194  
 Legler Barlow & Co., Plffs.  
 vs  
 Spencer E. Mc. Wade et al., defts.  
 Court Common Pleas,  
 Union County Ohio.  
 Entry.

On motion leave is granted Snyder Chaffee & Co. defendants to  
 file answer & cross petition therein in 10 days.

afterward, on the 15<sup>th</sup> day of Jan. A. D. 1887, the following Answer was  
 filed with the clerk of said Court, to-wit:

Answer  
 No. 5194  
 Legler Barlow & Co., Plffs.  
 vs  
 Spencer E. Mc. Wade and others, defendants  
 Court Common Pleas,  
 Union County, Ohio.  
 Answer and Cross petition of  
 Snyder Chaffee & Co.

Now comes the defendants Snyder Chaffee & Co. and by leave of the  
 Court first had and within the rule of the Court and file their answer &  
 cross petition and say: That they are a firm composed of  
 doing business under the firm name and style of Snyder Chaf-  
 fee & Co. at Columbus, Ohio. That as such firm they recovered a judg-  
 ment against the defendant Spencer E. Mc. Wade by the consideration  
 of B. C. Bales a Justice of the Peace within and for the Township of  
 Liberty Union County and State of Ohio on 5<sup>th</sup> day of Oct. 1886 for the  
 sum of \$43.<sup>03</sup> and costs taxed to \$2.<sup>60</sup> That a transcript of said  
 proceedings and judgment was filed with the clerk of this court

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 No. 5194

or lien on the 13<sup>th</sup> day of Oct. 1886. That no part of said judgment or costs have been paid and said judgment is a valid lien on the real estate of said Spencer B. McWade in the petition described. The defendants Snyder Chaffee & Co. therefore claim the said sum of \$43<sup>3</sup>/<sub>100</sub> and costs 2<sup>6</sup>/<sub>100</sub> making the sum of \$42.<sup>23</sup> justly due them and wholly unpaid and for which they ask a decree with interest from Oct. 5<sup>th</sup> 1886 and that their rights may be fully protected and for all proper relief.

E. E. Cole, Atty for Snyder, Chaffee & Co.

State of Ohio.

Union County, ss. E. E. Cole being first duly sworn says he is the attorney of the said Snyder Chaffee & Co. who are non residents of and absent from said county and that the facts stated and allegations in foregoing pleading are as he believes true. E. E. Cole.

Given to & subscribed before me this 15<sup>th</sup> of Jan'y 1887.  
J. L. Burgner, Clerk.

Afterward, on the 10<sup>th</sup> day of Dec. 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 Preting,  
Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 20<sup>th</sup> day of Nov. A. D. 1886, in the

Order of Sale No. 5194

cause of Legler Barlow & Co. Plaintiff, and Spencer B. McWade et al Defendants, said Legler Barlow & Co. obtained a judgment or decree against the said Spencer B. McWade for the sum of six hundred and twenty five and <sup>9</sup>/<sub>100</sub> Dollars, and <sup>100</sup>/<sub>100</sub> Dollars costs of suit.

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Spencer B. McWade shall within 10 days from the 20<sup>th</sup> day of Nov. A. D. 1886, pay unto the said Legler Barlow & Co. the said sum of six hundred and twenty five and <sup>9</sup>/<sub>100</sub> Dollars, with interest from 25<sup>th</sup> 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 statute regulating judgments and executions at law to sell the real estate described in Plaintiff's petition, &c. And whereas, the ten days aforesaid have fully expired and the said sum of \$625.<sup>9</sup>/<sub>100</sub> 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 \_\_\_\_\_ County of Union and State of Ohio, bounded and described as follows: In Virginia Military Survey No. 12,308, beginning at a stake at a westerly line of lot No. 6 of Sub-Division of said Survey, and North west corner to a tract of land containing 29 acres, conveyed by Samuel Gibson to J. F. Pughlen April 1<sup>st</sup> 1880 thence with the northerly line of said tract north 52° 15' E. 104<sup>7</sup>/<sub>100</sub> poles to a stake north westerly corner to the said lot, thence with the Easterly line of said tract S 35° 15' East and 50<sup>7</sup>/<sub>100</sub> poles to a stake corner to said tract, thence with the South line of lot No. 6 North 52° 15' E. 35<sup>28</sup>/<sub>100</sub> poles to a

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stake witnessed by Three ashes, Thence N 35° 15' W 95 <sup>00</sup>/<sub>100</sub> poles to a stake corner to the lower lot of Martha Gibson. Thence with a line of said lot S 52° 15' W 140 <sup>00</sup>/<sub>100</sub> poles to a stake corner of said lot and the westerly line of lot No. 6. Thence with said line S 35° 15' E 40 <sup>00</sup>/<sub>100</sub> poles to the beginning containing 51 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 judgments 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 a Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 10<sup>th</sup> day of December, A.D. 1886.

[Seal] J. L. Burgner, Clerk.

Sheriff's Return: Said Writ returned and filed Jan 22, A.D., 1887, indorsed as follows:

No. 5194 The State of Ohio, Union County, ss: In obedience to the command of the Order of Sale hereto annexed, I did on the 15<sup>th</sup> day of December 1886, summon Miller Warner, S. M. Cray and S. M. Elzie 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 15<sup>th</sup> day of Dec., 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 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<sup>nd</sup> day of December 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 22<sup>nd</sup> day of Jan'y, A.D. 1887, at 1 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 22<sup>nd</sup> day of Jan'y, 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 Joseph Harrington who bid for the same the sum of Eleven hundred and twenty two Dollars, and said sum being more than two-thirds of the appraised value thereof, and said Joseph Harrington 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 two Dollars. Service 30 Swearing Appraisers 1.20 Conveying Appraisers 1.00 Writing Appraisal 30 Copy of Appraisal 30 Notice to Printer 30 Writing Notice 30 Mileage 1.60 Total \$5.30 Appraisers' Fees 3.00 Printers' Fees 14.50 M. Hopkins, Sheriff.

alterava was filed with Legler, Barlow vs Spencer et al. By our Pleas of Union Court House about the horse estate, to-wit: ad and discrip ginning at a Chirney, and acres, convey with the nor stake, north line of said to said tract 35 <sup>28</sup>/<sub>100</sub> poles west 95 <sup>00</sup>/<sub>100</sub> pole a line of said the westerly poles to the Terms of Ca

P. B. Cole & Son Proof of Publication No. 5194 in the Mary County of Va

[Seal]

Country. altera made on the Legler Barlow as Spencer et al. Now and the de and demit tions of the that the defe Snyder Chap Court that said defend costs herein

afterward, on the 23 day of Feb. A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Legler, Barlow & Co., }  
 vs } Court Common Pleas Union County, O.  
 } Doc. S. Page 5189.

Spencer S. McWade 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 North door of the Court House in Marysville, Ohio, on Saturday, January 22nd, 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 County of Union and State of Ohio, bounded and described as follows: In Virginia Military Survey No. 12308, beginning at a stake at a westerly line of lot No. 6 of Subdivision of said Survey, and northwest corner to a tract of land containing twenty nine acres, conveyed by Samuel Gibson to J. T. Ruhlen, April 1st, 1880, thence with the northerly line of said tract, north 52° 15' east 104 <sup>70</sup>/<sub>100</sub> poles to a stake, northwest corner to the said lot; thence with the easterly line of said tract, south 35° 15' east and 50 <sup>70</sup>/<sub>100</sub> poles to a stake corner to said tract; thence with the south line of lot No. 6, north 52° 15' east 35 <sup>28</sup>/<sub>100</sub> poles to a stake, witnessed by three ashes; thence north 35° 15' west 95 <sup>70</sup>/<sub>100</sub> poles to a stake, corner to the lower lot of Martha Gibson; thence with a line of said lot south 52° 15' west 140 <sup>70</sup>/<sub>100</sub> poles to a stake, corner of said lot, and the westerly line of lot No. 6; thence with said line south 35° 15' east 40 <sup>70</sup>/<sub>100</sub> poles to the beginning, containing 51 acres more or less.

Terms of Sale - Cash. Appraised at \$30 per acre.  
 Marion Hopkins, Sheriff Union County, Ohio.  
 P. B. Cole & Son, Plaintiff's Attorneys. December 22, 1886. p. 14.50

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 Dec 22, 1886.  
 W. O. Shaver.

Sworn to and subscribed before me, this 23 day of Feb. 1887.  
 [Seal] J. D. Brugner, Clerk.

Country. afterward, on the 10 day of Mar. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
 Legler Barlow & Co. }  
 vs } No. 5194  
 } Entry.

Spencer S. McWade, Snyder, Chaffee & Co. et al. delts. }  
 Now comes the defendants Snyder, Chaffee & Co. by their attorney and the defendant Spencer S. McWade being in default for answer and demurrer to their cross-petition the court find that the allegations of the cross-petition are confessed by him to be true, and find that the defendant Spencer S. McWade is indebted to the defendant Snyder Chaffee & Co. in the sum of \$47 <sup>20</sup>/<sub>100</sub>. It is therefore considered by the Court that the said defendant Snyder, Chaffee & Co. recover from the said defendant Spencer S. McWade the said sum of \$47 <sup>20</sup>/<sub>100</sub> and their costs herein expended taxed at \$

afterward, on the 11 day of Mar. A.D. 1887, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry  
No. 5194

Legler Barlow & Co. vs Spencer E. McWade et al. On motion for reasons on file. It is ordered by the Court that the sale of land heretofore made by the Sheriff in this case, be and the same is set aside. It is also ordered for like reason on file that the appraisement of said land be set aside and that a new appraisement and sale be made of said land by the Sheriff according to law.

afterward, on the 23 day of March, A.D. 1887, 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 20th day of Nov. A. D. 1886 in the cause of Legler Barlow & Co. Plaintiff, and Spencer E. McWade et al. Defendants said Legler Barlow & Co. obtained a judgment or decree against the said Spencer E. McWade et al for the sum of six hundred and twenty five and 7/8 Dollars, and 700 Dollars costs of suit; And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said shall within 10 days from the 20th day of Nov. A. D. 1886, pay unto the said Legler Barlow & Co. the said sum of six hundred and twenty five and 7/8 Dollars with interest from 25th 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 statute regulating judgments and executions at law, to sell the real estate described in Plaintiff's petition &c; And whereas, the ten days aforesaid have fully expired and the said sum of \$625.96 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 lands and tenements, to-wit: Situated in the County of Union and State of Ohio and in the Virginia Military Survey, bounded and described as follows: Beginning at a stake at a westerly line of lot No. 6 of subdivision of said Survey and Northwest corner to a tract of land containing 99 acres, conveyed by Samuel Gibson to J. F. Ruhlen April 1st 1880, thence with the northerly line of said tract N. 52° 15' E. 104 7/8 poles to a stake, northwesterly corner to the said lot, thence with the easterly line of said tract S. 35° 15' East and 50 1/8 poles to a stake corner to said tract, thence with the South line of lot No. 6 N. 52° 15' E. 35 7/8 poles to a stake, witnessed by three ashes, thence N. 35° 15' W. 95 7/8 poles to a stake corner to the lower lot of Martha Gibson, thence with a line of said lot S. 2° 15' W. 140 7/8 poles to a stake corner of said lot and the westerly line of lot No. 6 thence with said line S. 35° 15' E. 40 7/8 poles to the beginning, containing 51 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

Sheriff's Return  
No. 5194

you expose to public sale or satisfaction. If there is no sale thereon, this order will be common Pleas of March, A. D. 1887.

Said The State of Union County to annexed. J. A. Hender of said County lands and to March, A. D. seals, that the appraise the r. pr acre. A ce office of the the 23rd d will Tribune circulation. public sale. of April A. D. the said la the day of sa said notice place above v public sale, same the s said sum J. M. Southa there public for said sum summons Writing App Bondage 16 M. &

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you expose to sale the above described Real Estate, under the statute regu-  
lating sales on execution, and that you apply the proceeds of such sale in  
satisfaction of said judgment and decree, with costs and interest, as speci-  
fied 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<sup>rd</sup> day  
of March, A. D. 1887.

[Seal]

J. L. Burgauer, Clerk.

Sheriff's Return. Said Writ returned and filed April 23<sup>rd</sup> A. D. 1887, endorsed as follows, viz:

The State of Ohio,  
Union County, ss. In obedience to the command of the Order of Sale here-  
to annexed & filed on the 23<sup>rd</sup> day of March 1887, I summoned George W. Bowler,  
J. A. Henderson 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 23<sup>rd</sup> day of  
March, A. D. 1887, said appraisers returned to me, under their hands and  
seals, that they did, upon actual view of the premises, estimate and ap-  
praise the real value in money of the same at Thirty five Dollars,  
per acre. A certified copy of said appraisal I forthwith deposited in the  
office of the Clerk of the Court of Common Pleas of said County, and on  
the 23<sup>rd</sup> day of March 1887, I caused to be advertised in the Marys-  
ville 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<sup>rd</sup> day  
of April A. D. 1887, at 1 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 23<sup>rd</sup> day of April, 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 J. M. Southard who bid for the  
same the sum of Eleven hundred and Ninety and 3/4 Dollars and  
said sum being two thirds of the appraised value thereof, and said  
J. M. Southard 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 Ninety and 3/4 Dollars. Service 30  
Summoning & Swearing Appraisers 1.20 Conveying Appraisers 2.00  
Writing Appraisal 30 Copy of Appraisal 30 Notice to Printer 30 Mileage 1.44  
Bondage 16.90 Total \$ 22.84 Appraisers' Fees 3.00 Printers' Fees 14.50  
M. Hopkins, Sheriff. By A. H. Goodwin Deputy.

Afterward, on the 17<sup>th</sup> day of May, A. D. 1887, the following Proof of Pub-  
lication was filed with the Clerk of said Court, to wit:  
Legler Barlow & Co. [Doc. 5 page 51897]  
as On order of Sale.  
Spencer & McWade et al. By virtue of the above stated writ to me di-  
rected from the Court of Common Pleas of Union County, Ohio, I will offer  
at public sale at the North door of the Court House in Marysville, Ohio, on

Saturday, April 23d 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 County of Union and State of Ohio; bounded and described as follows: In Virginia Military Survey No. 12, 308, beginning at a stake at a westerly line of lot No. 6 of sub-division of said Survey, and northwest corner to a tract of land contain- ing twenty nine acres, conveyed by Samuel Libeou to J. S. Ruhler April 1880; thence with the northerly line of said tract, north 52° 15' east 104 <sup>25</sup>/<sub>100</sub> poles to a stake, northeasterly corner to the said lot; thence with the easterly line of said tract, south 35° 15' east and 50 <sup>40</sup>/<sub>100</sub> poles to a stake cor- ner to said tract; thence with the south line of lot No. 6, north 52° 15' east 35 <sup>25</sup>/<sub>100</sub> poles to a stake, witnessed by three ashes; thence north 35° 15' west 95 <sup>70</sup>/<sub>100</sub> poles to a stake, corner to the lower lot of Martha Libeou; thence with a line of said lot south 52° 15' west 146 <sup>44</sup>/<sub>100</sub> poles to a stake, corner of said lot, and the westerly line of lot No. 6; thence with said line south 35° 15' east 40 <sup>80</sup>/<sub>100</sub> poles to the beginning, containing 51 acres more or less.  
 Terms of Sale - Cash. Appraised at \$35 per acre.

Proof of Publication

Marion Hopkins, Sheriff Union County, Ohio.  
 P. B. Cole & Son, Plaintiff's Attorneys. March 23 w 5 p 14.50  
 The State of Ohio,

No. 5194

Union County, ss. The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with March 23, 1887.  
 W. O. Thayer

Sworn to and subscribed before me, this 17 day of May, 1887.  
 J. D. Burgner, Clerk.

Afterward, on the 25 day of May A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
 Thomas A. Legler, John T. Barlow, Peter T. Legler, partners.  
 as Legler Barlow & Co., Plff's.

Entry

No. 5194

vs  
 Spencer B. McWade, Emma McWade, Hoar Morgan & Co. vs  
 Osborne Solomon & Co. Joseph Dickinson, W. S. Phelps & Sons  
 Caroline Milner, Snyder Chaffee & Co., Defendants.

Confirmation  
 Order of Distribu-  
 tion on  
 Sale of Land

On motion of the Plaintiff and on their producing the return of the sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conform- ity to law and the orders of this Court, it is ordered that the said proceed- ings and sale be, and they are hereby approved and confirmed, and it is further ordered that the said Sheriff convey to the purchaser J. M. Southard 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 pro- tection of his title; and a writ of possession is awarded to put said pur- chaser 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 Ohio.

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Entry

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Petition

No. 5298

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And the Court coming now to distribute the proceeds of said sale, amounting to \_\_\_\_\_ dollars, it is ordered that the Sheriff out of the money in his hands pay First: To the Treasurer of this County the taxes penalty and interest against said property to wit the sum of \_\_\_\_\_ dollars. Secondly: the costs of this action taxed at \_\_\_\_\_ Dollars. Thirdly: to the defendant Caroline Milner assignee of Joseph Dickerson the amount of \$847.65 with interest which the Court finds to be due her upon the mortgage set up in her answer & cross petition herein, which the Court finds to be the first and best lien upon the lands sold herein. And the remainder balance of the proceeds of said sale the said sheriff is hereby directed to hold subject to the further order of the Court upon hearing of the questions between the defendants Emma McWade and the judgment creditors as to her right to homestead allowance out of said proceeds.

Afterward, on the 31 day of May A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. Thomas A. Segler et al., Segler Barlow & Co. No. 5194 vs Spencer B. McWade et al. No. 5194. This day this cause came on to be heard, upon the further distribution of the proceeds of the sale made in this case, and upon the question as to the right of said Emma McWade wife of said Spencer B. McWade, to be next in the order of distribution, and the Court find that said Emma McWade is entitled under the homestead laws to receive of said proceeds next after said mortgage is paid off & satisfied, the remainder of the proceeds of said sale not exceeding in amount the sum of \$500 - and it is ordered that this same be paid to her, before any distribution is made to any of said judgment creditors. And no further order of distribution is now made.

Attest, John Q. Brainerd, Clerk.  
By Nellie Roney, Deputy.

Clerk before His Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Eleventh Judicial District of the State of Ohio, on the 16 day of May, in the year of our Lord, one thousand eight hundred and eighty seven.

Petition No. 5298. Heretofore, to wit; on the 15 day of April A.D. 1887, the following Petition was filed with the Clerk of said Court to wit: Levi Adams, Plaintiff. vs The State of Ohio, Union County ss. To the Court of Common Pleas. Petition. Mary A. Adams, Dlt. The plaintiff says, That he has been a resident of the state of Ohio for more than the year last past that he is now a bona fide resident of said county of Union. That on or about the 29th day of November 1866, at Weyandott County Ohio he was married to the defend-

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ant. That as the result of said marriage relation there has been born to the plaintiff and defendant the following children who are now living to wit: Hubert, aged 20 years, Charles R. aged 18 years, Francaise E. aged 15 years, and Lulah K. aged 12 years. That about the 31 day of March 1887 at the residence of Plaintiff in Marysville, Ohio, the defendant did commit adultery with one Andrew Marks and at divers other times before and since said date the said defendant did commit Adultery with said Marks. Wherefore the plaintiff prays that he may be divorced from the defendant and have the custody and control of said children and for all proper relief. Cameron & Woodburn, Atty for Plaintiff.

Principle  
No. 5298

Clerk: issue a summons and copy of the petition to Phil of Union Co. returnable according to law. Cameron and Woodburn.

afterward, on the 15<sup>th</sup> day of April, 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 Union County:

You are commanded to notify Mary A. Adams that Levi Adams 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, and asking that he be divorced from her, and that he may be decreed the custody of their said children and for other proper relief. Such petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 25<sup>th</sup> day of April A.D. 1887. Witness my signature as clerk of our said Court of Common Pleas and the Seal of said Court, at Marysville, O., this 15<sup>th</sup> day of April, A.D. 1887.

John L. Burgener, Clerk.

Endorsed: Summons in Action For Divorce and custody of children. Cameron and Woodburn, Atty.

Sheriff's Return

Said Writ returned and filed April 16<sup>th</sup> A.D. 1887, endorsed as follows, to wit:  
The State of Ohio, } Received this writ on the 15<sup>th</sup> day of April A.D. 1887, and on Union County, ss. } the 16<sup>th</sup> day of April A.D. 1887, I served the same by handing the within named defendant a true copy thereof with the endorsements thereon, together with a certified copy of the petition. Service Sum. \$1.60 copy 30 Mileage .64 Total \$1.54 M. Hopkins, Sheriff.

Entry

afterward, on the 9<sup>th</sup> day of June, A.D. 1887, the following Entry was made on the Journal by the clerk of said Court, to wit:  
Levi Adams vs Mary A. Adams  
This day came this cause on to be heard upon the petition of the plaintiff and the evidence. On consideration whereof the court being fully advised in the premises does find that the plaintiffs residence and time of residence is truly stated in said petition. The court finds that the parties were married as stated in said petition and that said petition correctly states the facts in regard to

the children guilty of Adultery. Plaintiff is now residing at Marysville, Ohio. There exists no other children of said parties. His given to...

Plea... Pleas begun... written and... Judicial... our Lord, or... to wit, on the... the Clerk of... Jennie E.

Petition  
No. 5295

vs Jacob M. E... resident of... is now a... 14<sup>th</sup> day of... to the defen... has been a... years last... of gross negle... with silit... necessary m... affection... Third: this he ha... names, an... -poe of woo... through the... tire and... He has su... When... said defen... ing this...

Principle

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the children of the parties. The Court finds that the defendant has been guilty of Adultery as charged in said petition and that by reason thereof the plaintiff is entitled to a divorce and the custody of said children. It is therefore adjudged and decreed by the Court that the marriage relation heretofore existing between said parties be and the same is hereby dissolved and both parties released from the obligations of the same. The court further order that the care and custody of said children be and the same is given to plaintiff with leave to defendant to visit them at reasonable times.

Attest. John L. Burquer, 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 Mansville within and for the County of Union, of the third subdivision of the Sixth Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 9<sup>th</sup> day of April A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition

Jennie E. Fisher, Plff. } To the Court of Common Pleas of Union County,  
vs } Ohio.  
Jacob M. Fisher, Dft. } Petition.

No 5295

The plaintiff Jennie E. Fisher says: That she has been a resident of the State of Ohio for more than the year last past and she is now a bona fide resident of said County of Union. That on the 14<sup>th</sup> day of September 1883 at said County of Union she was married to the defendant. Regardless of his marital duties the defendant has been and is guilty of habitual drunkenness for more than three years last past. Second: The defendant has been and is guilty of gross neglect of duty in this he has neglected to provide the plaintiff with suitable food and clothing. He has neglected to provide her with necessary medicine and medical aid. He has neglected & refused her the affection & kindness to which her position as a wife entitled her.

Third: The defendant has been and is guilty of extreme cruelty in this he has frequently cursed the plaintiff and called her vile names, and has without cause accused her of unchastity for the purpose of wounding her feelings and causing her sorrow. He has gone through the house at night with a ratchet breaking doors and furniture and threatening the plaintiffs life and putting her in terror. He has suddenly seized the plaintiff and caused her bodily harm.

Wherefore, the plaintiff prays that she may be divorced from the said defendant and have reasonable alimony and alimony pend- ing this suit and for all proper relief.

Principles

Cameron and Woodburn, Attys for Plaintiff.  
Clerk: Issue summonses and copy of the petition returnable according to law. Direct to the Sheriff of Union Co. O and W.

Afterward, on the 9<sup>th</sup> day of April, A.D. 1887, the following summonses

was issued by the clerk of said court, to wit:

The State of Ohio.

Union County, ss.

To the Sheriff of Union County:

Summons

No. 5295

You are commanded to notify Jacob M. Fisher that Jennie E. Fisher 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 here with served on him,) charging him with gross neglect of duty &c, and asking that she be divorced from him, and that she may have 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 18<sup>th</sup> day of April, A. D. 1887. Witness my signature as clerk of our said Court of Common Pleas and the Seal of said Court at Marysville, O. this 9<sup>th</sup> day of April A. D. 1887.

[Seal]

J. L. Burgner, Clerk.

Sheriff's Return.

Endorsed: Summons in Action for Divorce and Alimony. Cameron and Woodburn Attys.

Said Writ returned and filed April 9<sup>th</sup> A. D. 1887, endorsed as follows

to wit:

Received 2 o'clock P.M. on the 9<sup>th</sup> day of April A. D. 1887: and on the 9<sup>th</sup> day of April, A. D. 1887, I served the same by handing to the defendant, Jacob M. Fisher, a true copy thereof, together with a certified copy of the petition. Service Sum. + Ret. 60 Copy 30 Mileage, Sum. + Ret. 1.60 Total \$2.50

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

Afterward, on the 9<sup>th</sup> day of June A. D. 1887, the following Entry was made on the Journal by the clerk of said Court, to wit:

Entry.

Jennie E. Fisher } No. 5295  
vs } This day came the parties and this cause come on to be  
Jacob M. Fisher } heard upon the petition of the plaintiff and the evidence. On consideration whereof the Court 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 the time a bona fide resident this county of Union and that the parties were married as in said petition set forth. The Court finds upon the evidence adduced that the defendant has been guilty of gross neglect of duty, as in said 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 plaintiff and defendant be and the same is dissolved and both parties are released from the obligations of the same. It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of One hundred and twenty five dollars, forthwith and the same is made a lien upon the real estate of the defendant. And in default of the payment for ten (10) days execution is allowed to issue therefor. It is further ordered that the plaintiff be and she is restored to her former name of Jennie E. McLaughlin. It is further considered that the plaintiff recover of the defendant her costs herein expended, taxed at \$

For wa amount of the and receipt. This 9<sup>th</sup> day

Plea Pleas, begun within and Judicial our Lord, or to wit: on with the Frank M

Petition No. 5244

vs Louisa M. Patterson De McLennan children of Lepe Patterson Patterson 18 and live. as Ohio. Ben was a dau grow died. Amanda Wm Lock live with Union Co and Ella Stewart of Vance and Lyon child father with was a dau being a dd

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For value received hereby assign to Cameron and Woodburn the full amount of the Alimony allowed me in this case with full power to collect and receipt for the same.  
This 9<sup>th</sup> day of June 1887. Jennie E. Fisher now Jennie E. McLaughlin.

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 Marietta, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore to wit: on the 2<sup>nd</sup> day of Jan. A.D. 1887, the following Petition was filed with the Clerk of said Court, to wit:  
Frank M. Crenagen, Pff.

Petition

No. 5244

vs  
Louisa M. Crenagen - Wm Patterson - husband of Mary Ann Patterson dec'd, who was a daughter of Nancy and Washington McLanagen both now dec'd and the following named children of said Mary Ann Patterson dec'd and Wm Patterson: Jefe Patterson<sup>27</sup>, Lutey Patterson<sup>24</sup>, Lawson Patterson<sup>21</sup>, Frank Patterson<sup>18</sup> and Linsey Patterson<sup>16</sup>, last two named minors and live with their father Wm Patterson in Harrison County, Ohio. Benjamin Locke husband of Amanda Locke dec'd who was a daughter of Nancy and Washington M. Crenagen both now dec'd as aforesaid and the following named children of said Amanda Locke dec'd and Benjamin Locke - Frank Locke<sup>20</sup>, Wm Locke<sup>19</sup>, Jefe Locke<sup>17</sup>, Harry Locke<sup>15</sup>, Blanche Locke<sup>14</sup>, all of whom live with their father Benjamin Locke in Milford Center, Union County, Ohio. Douglas Stewart<sup>33</sup> of Cincinnati, Ohio, and Ella Stewart<sup>29</sup> children of Charles Stewart and Elizabeth Stewart his wife both of whom are dead and who was a daughter of Nancy and Washington McLanagen, Geo Lyon and Charles Lyon children of Marrie Lyon now dec'd and George Lyon their father with whom said Lyon children live, said Marrie Lyons was a daughter of said Elizabeth Stewart, said Elizabeth Stewart being a daughter of said Nancy and Washington McLanagen.  
Defendants.

Court of Common Pleas Union County Ohio. Petition for Partition

The plaintiff Frank M. Crenagen, says that on or about the 24<sup>th</sup> day of November A.D. 1882 Washington M. Crenagen late of Union County, Ohio, died leaving no property, that afterwards, to wit: about the 14<sup>th</sup> day of July A.D. 1884 Nancy M. Crenagen his widow of same County and State, died intestate, seized of an estate in fee simple, being the undivided one half interest of the following described real estate situate in the County of Union in the State of Ohio and in the Village of Milford Center and bounded and described as follows, Beginning at a stake at the south east corner of J. Barwoods Lot, and in the

margin of the Milford center and Jarvin Gravel Road. Thence a westerly course with the line of said Garwoods and Dennis Deemeens lot 10 rods and 23 links to a stone in the line of Dennis Deemeens Lot. Thence south 11 Rods and 4 feet on the line of said Deemeens and W. A. Alden and M. Agen to a stone. Thence an easterly direction and parallel with the North line 10 Rods and 23 links to a stake in the margin of the above named road. Thence with the margin of said Road 11 Rods and 4 feet to the place of beginning. Book of deeds 45 Page 36. That afterward, to-wit: on or about the 8 day of November A.D. 1851 Charles Stewart of Carroll County and state of Ohio, who was the husband of said Elizabeth Stewart died leaving no property. That afterwards to-wit: on or about the 4 day of January A.D. 1878 the said Elizabeth Stewart widow of said Charles Stewart then a resident of Union County Ohio, and who was a daughter of said above mentioned Washington and Nancy Mc. Clenagen and who owned the other undivided one half of above described premises in fee simple, died intestate, leaving <sup>children</sup> heretofore named.

The said premises described of Nancy Mc. Clenagen descended to the following persons, only heirs and legal representatives of the said of the said Nancy Mc. Clenagen. The plaintiff Frank Mc. Clenagen son of said Washington and Nancy Mc. Clenagen, Louisa Mc. Clenagen Daughter, Jefe Patterson<sup>27</sup> Luten Patterson<sup>24</sup>, Lawson Patterson<sup>2</sup>, Frank Patterson<sup>15</sup> and Emsey Patterson<sup>16</sup>, last two named minors and live with their father Wm. Patterson, in Harrison County Ohio, and all of whom are children of Mary Ann Patterson de'd who was a daughter of said Washington and Nancy Mc. Clenagen, Frank Locke<sup>20</sup> Wm. Locke<sup>18</sup>, Jefe Locke<sup>16</sup>, Harry Locke<sup>17</sup> and Blanche Locke<sup>19</sup>, all of whom live with their father Benjamin Locke in Milford Center Union County Ohio, and are children of Amanda Locke de'd who was a daughter of said Washington and Nancy Mc. Clenagen, Douglas Stewart<sup>28</sup> of Cincinnati Ohio and Ella Stewart<sup>29</sup>, children of Charles and Elizabeth Stewart de'd who was a daughter of said Washington and Nancy Mc. Clenagen. Goo Lyon and Charles Lyon children of Marrie Lyon de'd who was a daughter of Elizabeth Stewart de'd they being grand children of said Charles and Elizabeth Stewart and great grand children of Washington and Nancy Mc. Clenagen. The said premises described of Elizabeth Stewart descended to the following persons, only heirs and legal representatives of the said Elizabeth Stewart to-wit: Douglas Stewart son of said Charles and Elizabeth Stewart, Ella Stewart, Daughter, Goo Lyon and Charles Lyon, children of Marrie Lyon de'd who was a daughter of said Charles and Elizabeth Stewart all of whom, plaintiff prays to have made parties defendant to this action. And the said plaintiff desiring to hold his interest separate and apart in severally prays that partition may be made of said premises, according to the interests of said parties. To the said Frank Mc. Clenagen one tenth ( $\frac{1}{10}$ ) To the said Louisa Mc. Clenagen one tenth ( $\frac{1}{10}$ ) To the said Jefe Patterson, Luten Patterson, Lawson Patterson, Frank Patterson, and Emsey Patterson together one tenth ( $\frac{1}{10}$ ) To the said Frank Locke, Wm. Locke, Jefe Locke, Harry Locke and Blanche Locke together one tenth ( $\frac{1}{10}$ ) To the said Douglas Stewart, Ella Stewart, Goo Lyon and Charles Lyon together six tenths ( $\frac{6}{10}$ ) or Douglas Stewart two tenths ( $\frac{2}{10}$ ) Ella Stewart two tenths ( $\frac{2}{10}$ ) Goo Lyon one tenth ( $\frac{1}{10}$ ) Charles Lyon one tenth ( $\frac{1}{10}$ ) Or if it shall appear that partition cannot without

manifest in taken purs

The State of Union County Ohio that the said petition are true

Sworn my presence Seal

Frank M. Louisa Mc. I her

Waiver of Summons

After Summons were served on The State of Union County Ohio No. 5244 We

son Minor Luten Patterson Mc. Clenagen that unless said plaintiff Court, su according day of Jan this 22nd Seal

Sheriff's Return

follows to The State of Harrison day of Jan Patterson a certified copy of Wm leaving at writ of 4.8 Mileage 4.8 Total 7.75

Summons The State of Union County Ohio We



manifest injury be made, then that the same may be sold, or other order taken pursuant to the statute, in such case made and provided.

J. J. Arthur, Attorney for Plaintiff.

The State of Ohio }  
 Union County, ss. Frank Mc. Clevager, Plaintiff, being sworn, says that the statements made and allegations contained in the foregoing petition are true as he verily believes. Frank Mc. Clevager.

Sworn to by Frank Mc. Clevager before me and signed by him in my presence this 22<sup>nd</sup> day of January A. D. 1887. J. J. Burquier, Clerk.

Seal

Frank Mc. Clevager, Plaintiff. } Court of Common Pleas.  
 we } Union County, Ohio.  
 Louisa Mc. Clevager, Defendants. } In partition.  
 I hereby enter my appearance in the above entitled case.

Afterward, on the 22<sup>nd</sup> day of January A. D. 1887, the following Summons were issued by the Clerk of said Court, to-wit:

Summons  
 No. 5244

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

We command you to notify Frank Patterson and Tinsey Patterson Minors over 14 years of age, Jesse Patterson, William Patterson, Luten Patterson, <sup>and John Patterson</sup> that they and others have been sued by Frank Mc. Clevager, in the Court of Common Pleas of Union County, and that unless they answer by the 19<sup>th</sup> 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 31<sup>st</sup> day of January A. D. 1887. Witness my hand and the seal of said Court this 22<sup>nd</sup> day of January A. D. 1887.

Seal

J. J. Burquier, Clerk.

Endorsed, Inaction for Partition.

J. J. Arthur, Plff's Atty.

Sheriff's Return

Said Writ returned and filed Feb. 1<sup>st</sup> A. D. 1887, the endorsed as follows, to-wit:

The State of Ohio } Received this Writ January 26<sup>th</sup> A. D. 1887, at 5 o'clock  
 Harrison County, ss. P. M. and pursuant to its command, on the 25<sup>th</sup> day of January A. D. 1887, I served the same by delivering to Frank Patterson, Tinsey Patterson, minors over 14 years of age, personally a certified copy of this writ and served Jesse Patterson (now Jesse Cox) Wm. Patterson, Luten Patterson, + Lawson Patterson by leaving at their usual place of residence a certified copy of this writ from under my hand this 29<sup>th</sup> day of January A. D. 1887. Service 1.15

Mileage 4.80 Copy 1.20 Docketing + 20 Indexing 20 Return 20  
 Total \$ 7.75  
 J. C. Glover, Sheriff

Summons

The State of Ohio } Summons.  
 Union County, ss. To the Sheriff of the County of Union, Greeting:  
 We command you to notify Benjamin Lock, Ella Stewart,

Louisa Mc Cleary, Frank Locke minor over 14 years of age, Wm Locke minor over 14 years of age, Jesse Locke minor over 14 years of age, Harry Locke minor over 14 years of age, Blanche Locke minor under 14 years of age, Geo Lyon minor under 14 years of age, and Charles Lyon minor under 14 years of age, and George Lyon that they and others have been sued by Frank Mc Cleary in the Court of Common Pleas of Union County, and that unless they answer by the 19th 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 31st day of January A. D. 1887. Witness my hand and the seal of said Court, this 22nd day of January A. D. 1887.

Seal

J. L. Burgner, Clerk.

Endorsed: Inaction for Partition.

J. T. Arthur, Plaintiff's Atty.

Sheriff's Return

Said Writ returned and filed Jan. 31st A. D. 1887, endorsed as follows: to wit:

No. 5244

The State of Ohio, Union County, ss: Received this Writ Jan'y 22 A. D. 1887, at 2 o'clock P. M. and pursuant to its command, on the 29th day of Jan'y A. D. 1887, I served the same by leaving a true copy of this summons with the endorsement thereon at the usual place of residence of the within named defendants Ella Stewart Louisa Mc Cleary, Frank Locke, Wm Locke, Jesse Locke, Harry Locke, Blanche Locke, Geo Lyon & Chas. Lyon. Also by handing a true copy of this summons with the endorsement thereon to George Lyon father of Geo Lyon and Chas. Lyon minors under 14 years of age. Also by handing a true copy of this summons with the endorsement thereon to Benjamin Locke father of Blanche Locke a minor under 14 years of age served. 1.80 Mileage. 80 Cops @ 2.25 Total \$4.80

M. Hopkins, Sheriff Union Co. O.

Afterward, on the 2nd day of Feb. A. D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

Frank Mc Cleary vs In Partition. Entry of appointment of Guardian Ad Litem. Louisa Mc Cleary et al vs It is ordered by the Court that J. B. Cole be and he is hereby appointed Guardian Ad Litem to the defendants Frank Patterson, Emsey Patterson, Geo Lyon, Charles Lyon, Frank Locke, Wm Locke, Jesse Locke, Harry Locke and Blanche Locke, Infants named in the petition. And the said J. B. Cole appeared in open Court and accepted said appointment and filed his answer as such Guardian ad litem.

Afterward, on the 21st day of Feb. A. D. 1887 the following Answer was filed with the Clerk of said Court, to wit:

Answer

Frank Mc Cleary, Plff. vs Court of Common Pleas, Union County, Ohio. Answer of Guardian Ad Litem. Louisa Mc Cleary et al vs. Now come Frank Patterson, Emsey Patterson, Geo Lyon, Charles Lyon, Frank Locke, Wm Locke, Jesse Locke, Harry

Locke and Blanche Locke they are often pray the Co.

after on the Jour Frank Mc

Country No. 5244

vs Louisa Mc Cleary answer of Geo Lyon, Blanche and Blanche ation where the parties said petition right and therein set should be S. D. Elliot interested lands in tion. So one tenth (1/10) Frank Pat Frank Locke together on all two ter (1/10). If the ises, and a manifest return the and that mandating this order.

Writ of Partition

after Partition in State of Ohio Union Co We J. H. Turner following State afore and deser corner of S. Irwin Cra woods and line of Des

Locke and Blanche Locke by their Guardian Ad. Litem J. B. Cole. And say that they are of tender years, and therefore deny the allegations of the petition, and pray the Court to protect their interests in this case.

By Guardian Ad. Litem, J. B. Cole, Atty at Law.

Afterward, on the 5<sup>th</sup> day of Mar. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry No. 5244

Frank M. Clevager, Pff. vs Louisa M. Clevager et als. Dfts.

Order of Partition.

This Cause came on to be heard upon the petition of Frank M. Clevager, the answer of Guardian Ad Litem of Frank Patterson, Linsay Patterson, Geo Lyon, Charles Lyon, Frank Locke, Wm Locke, Jefe Locke, Harry Locke, and Blanche Locke, Infant defendants, and the exhibits, on consideration whereof, and it appearing to the satisfaction of the Court, that all the parties have had due notice of the pendency and demand of the said petition as required by law, and that the petitioner has a legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made. It is ordered by the Court that by the oaths of S. D. Elliott, French Reynolds and J. B. Turner, three judicious disinterested free holders of the vicinity, partition be made of the said lands in the following manner, to-wit, and as prayed for in said petition. To Frank M. Clevager one tenth (1/10) To Louisa M. Clevager one tenth (1/10) To Jefe Patterson, Linsay Patterson, Lawson Patterson, Frank Patterson, and Linsay Patterson together one tenth (1/10) To Frank Locke, Wm Locke, Jefe Locke, Harry Locke, and Blanche Locke together one tenth (1/10) To Douglas Stewart two tenths (2/10) To Ella Stewart two tenths (2/10) To Geo Lyon one tenth (1/10) To Charles Lyon one tenth (1/10). If the same can be done without manifest injury to the premises, and if their opinion said division cannot be so made without manifest injury to the premises. Then and in that case that they return the true value in money of said premises, to this Court, and that a writ of partition issue to the sheriff of this county, commanding him to cause partition to be made in accordance with this order.

Afterward, on the 5<sup>th</sup> day of March, A. D. 1887, the following Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition

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

We command you, that without delay, by the oaths of S. D. Elliott, J. B. Turner and French Reynolds you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit: In the village of Milford Center and bounded and described as follows - Beginning at a stake at the south east corner of S. Garwoods lot; And in the margin of the Milford Center and Irwin Gravel Road. Thence a westerly course with the line of said Garwoods and Dennis Demmons Lot 10 Rods and 23 links to a stone in the line of Dennis Demmons Lot. Thence South 11 Rods and 4 feet on the

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line of said Demers and W.A. Alden and M. Ague to a stone, thence  
 in easterly direction and parallel with the North line 10 Rods and  
 23 links to a stake in the margin of the above named road. Thence  
 with the margin of said Road 11 Rods and 4 feet to the place of beginning.  
 Book of Deeds 45-Page 36 among the persons named herein, and in the  
 following proportions, to-wit: To Frank M. Clevagen one tenth ( $\frac{1}{10}$ ) part,  
 to Louisa M. Clevagen one tenth ( $\frac{1}{10}$ ) part, to Jefe Patterson, Inten  
 Patterson, Lawson Patterson and Sundry Patterson together one tenth ( $\frac{1}{10}$ ) part  
 to Frank Locke, W<sup>m</sup> Locke, Jefe Locke, Harry Locke, and Blanche Locke  
 together one tenth ( $\frac{1}{10}$ ) part, to Douglas Stewart two tenths ( $\frac{2}{10}$ ) part, to Ella  
 Stewart two tenths ( $\frac{2}{10}$ ) part to Geo Lyon one tenth ( $\frac{1}{10}$ ) part, to Charles Lyon  
 one tenth ( $\frac{1}{10}$ ) part. in pursuance of an order lately made in our Court of Com-  
 mon Pleas, within and for said County of Union, in a certain civil ac-  
 tion, wherein the said Frank M. Clevagen is Plaintiff, and the said  
 Louisa M. Clevagen et al. 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 5<sup>th</sup> day of March A.D. 1887.  
 J. Q. Burquer, Clerk.

Sheriff's Return

Sheriff's Return.  
 As commanded by the foregoing Writ of Partition, I have executed the  
 same by the oaths of S. D. Elliott, J. B. Turner and F. B. Reynolds caus-  
 ing said partition to be made, as will appear by the report of the Commis-  
 sioners, herewith returned. Given under my hand, this 7<sup>th</sup> day of March  
 A.D. 1887. Service 30 Mileage, 80 Executing Writ Swearing Com. 1.20 Re-  
 turn 2.30 Com. Fee 3.00  
 M. Hopkins, Sheriff.

Commissioners Report

Commissioners Report  
 Union County, ss.  
 Court of Common Pleas,  
 In Partition.  
 Against  
 Louisa M. Clevagen et al.  
 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 Com-  
 missioners, after being first duly sworn, and upon actual view of the prem-  
 ises, 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 one  
 thousand Dollars. Given under our hands, this 7<sup>th</sup> day of March A.D.  
 1887. S. D. Elliot, J. B. Turner, F. B. Reynolds, Commissioners.  
 Said Writ returned and filed Mar. 7 A.D. 1887.

Entry

Afterward, on the 11 day of March A.D. 1887, the following Entry  
 was made on the Journal by the Clerk of said Court, to-wit:  
 Frank M. Clevagen, Plaintiff,  
 vs  
 Louisa M. Clevagen et al. Defendants  
 This cause coming on to be heard on the return of the sheriff and  
 the report of the commissioners heretofore appointed, and motion to con-  
 firm the same, it appearing to the court, that said premises cannot be  
 divided by metes and bounds, without manifest injury to the value  
 thereof, and that the commissioners have appraised said premises (not  
 being subject to dower) at \$1000<sup>00</sup> dollars, the court find the said return

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and proceedings in all respects in conformity to law and the orders of this court, and do approve and confirm the same - And therefore neither of the parties electing to take said premises at their appraised value, it is on motion of plaintiff ordered that said premises be sold at public auction, at the door of the court house in Marysville on the terms of one third cash, balance in equal payments in one and two years, bearing six per cent interest and secured by mortgage on the premises and that said sheriff return his proceedings to this court without delay.

Afterward, on the 5<sup>th</sup> day of April A.D. 1887, the following Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale

The State of Ohio,  
Marion 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 February Term, A.D. 1887, in a certain civil action, now pending in said Court, wherein Frank M. Blenager is Plaintiff, and Louisa M. Blenager 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: Situate in the County of Union State of Ohio, and in the Village of Milford Center bounded and described as follows: Beginning at a stake at the southeast corner of J. Barwood's lot, and in the margin of the Milford Center and Irwin Gravel road. Thence a westerly course with the line of said Barwood's and Dennis Demeens lot 10 rods and 23 links to a stone in the line of Dennis Demeens lot. Thence South 11 Rods and 4 feet on the line of said Demeens W. A. Alder and M. Agen to a stone. Thence an easterly direction and parallel with the north line 10 rods and 23 links to a stake in the margin of the above named road. Thence with the margin of said road 11 Rods and 4 feet to the place of beginning. See Book of Deeds Vol. 45 and page 36 Appraised at \$1000<sup>00</sup>; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this Writ. Witness my hand and the seal of the said Court, at Marysville, Ohio, this 3<sup>rd</sup> day of April A.D. 1887. J. I. Burgner, Clerk.

No. 5244

Sheriff's Return

Said Writ returned and filed May 16<sup>th</sup> 1887, indorsed as follows, to-wit:

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 Marion County, Ohio; and on the 7<sup>th</sup> day of May A.D. 1887 at 12 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 W. G. Root, who bid for the same the sum of Fourteen hundred and fifty five 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 Recording Mortg.

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 By A. H. Goodwin, Depty.

Afterward, on the 17 day of May A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court, to wit:  
 Frank McBlenagen } Court Common Pleas, Union County O.  
 vs } No. 5244  
 Louisa McBlenagen } On Partition.

By virtue of the above stated writ to one 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 7th, 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 Village of Milford Center, County of Union and State of Ohio, and bounded described as follows: Beginning at a stake at the southeast corner of J. Garwood's lot, and in the margin of the Milford Center and Irwin Kavel road; thence a westerly course with the line of said Garwood's and Dennis Demme's lot 10 rods and 23 links to a stone in the line of Dennis Demme's lot; thence south 11 rods and 4 feet on the line of said Dennis Demme's lot; thence an easterly direction and parallel with the north line 10 rods and 23 links to a stake in the margin of the above named road; thence with the margin of said road 11 rods and 4 feet to the place of beginning. See Book of Deeds, Volume 45, Page 36. Appraised at \$1,000.00

Terms of Sale: One third cash; balance in one and two years deferred payments to be secured by mortgage on the premises sold.  
 Marion Hopkins Sheriff Union County, O.  
 P. J. Arthur Attorney. April 7, 1887 - p. 14.00 Printers Fees

Proof of Publication No. 5244

The State of Ohio, } 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 7, 1887.  
 W. O. Shearer,  
 Sworn to and subscribed before me, this 17 day of May 1887.  
 J. L. Burgher, Clerk.

Afterward, on the 17 day of May A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
 Frank McBlenagen, plaintiff, } Confirmation of Sale in partition  
 vs }  
 Louisa McBlenagen et al. Defendants.

Country

This day this cause came on to be heard upon the motion of the counsel for the plaintiff, to confirm the sale made in this case, and upon producing the proceedings of the Sheriff and the sale of the premises by him made, in pursuance of a former order of this court, and the same being examined and found by the court in all respects in due form of law. It is ordered that said proceedings and sale be, and the same are hereby approved. And

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confirmed, and that said sheriff, execute and deliver, to the said purchaser W. G. Roots a deed in fee simple for the said lands and tenements by him sold as aforesaid. And thereupon this cause came on to be further heard on motion to distribute the proceeds of sale on consideration whereof the court order, that the costs and expenses of this suit amounting to \$102.<sup>00</sup> including attorneys fees and the taxes for the year 1886, amounting to \$9.<sup>37</sup> be paid out of the money arising from said sale and that the Sheriff distribute the residue of the first payment as follows: 1<sup>st</sup> To Frank M. Blenagen  $\frac{1}{10}$  \$37.30, 2<sup>nd</sup> To Louisa M. Blenagen  $\frac{1}{10}$  \$37.30, 3<sup>rd</sup> To Charles Lyon  $\frac{1}{10}$  \$37.30, 4<sup>th</sup> To Joe Lyon  $\frac{1}{10}$  \$37.30, 5<sup>th</sup> To Ella Stewart  $\frac{2}{7}$  \$74.60, 6<sup>th</sup> To Douglas Stewart,  $\frac{2}{7}$  \$74.60, 7<sup>th</sup> To Frank Locke  $\frac{1}{50}$  \$7.47, 8<sup>th</sup> To W<sup>m</sup> Locke  $\frac{1}{50}$  \$7.47, 9<sup>th</sup> To Jefe Locke  $\frac{1}{50}$  \$7.47, 10<sup>th</sup> To Harry Locke  $\frac{1}{50}$  \$7.46, 11<sup>th</sup> To Blanche Locke  $\frac{1}{50}$  \$7.46, 12 To Jefe Patterson  $\frac{1}{50}$  \$7.46, 13 To Luter Patterson  $\frac{1}{50}$  \$7.46, 14, To Lawson Patterson  $\frac{1}{50}$  \$7.46, 15, To Frank Patterson  $\frac{1}{50}$  \$7.46, 16, To Finsey Patterson  $\frac{1}{50}$  \$7.46 that he divide the residue as follows, and take notes with interest from day of sale, and Mortgage to secure the same on the premises: 1<sup>st</sup> To Frank M. Blenagen \$48.<sup>50</sup> in one year and the same amount in two years, 2<sup>nd</sup> To Louisa M. Blenagen \$48.<sup>50</sup> in one year and the same amount in two years, 3<sup>rd</sup> To Charles Lyon \$48.<sup>50</sup> in one year and the same amount in two years, 4<sup>th</sup> To Joe Lyon \$48.<sup>50</sup> in one year and the same amount in two years, 5<sup>th</sup> To Ella Stewart \$97.<sup>00</sup> in one year and the same amount in two years, 6<sup>th</sup> To Douglas Stewart \$97.<sup>00</sup> in one year and the same amount in two years, 7<sup>th</sup> To Frank Locke \$97.<sup>00</sup> in one year and the same amount in two years, 8 To W<sup>m</sup> Locke \$97.<sup>00</sup> in one year and the same amount in two years, 9<sup>th</sup> To Jefe Locke \$97.<sup>00</sup> in one year and the same amount in two years, 10<sup>th</sup> To Harry Locke \$97.<sup>00</sup> in one year and the same amount in two years, 11 To Blanche Locke \$97.<sup>00</sup> in one year and the same amount in two years, 12<sup>th</sup> To Jefe Patterson \$97.<sup>00</sup> in one year and the same amount in two years, 13<sup>th</sup> To Luter Patterson \$97.<sup>00</sup> in one year and the same amount in two years, 14<sup>th</sup> To Lawson Patterson \$97.<sup>00</sup> in one year and the same amount in two years, 15<sup>th</sup> To Frank Patterson \$97.<sup>00</sup> in one year and the same amount in two years, 16<sup>th</sup> To Finsey Patterson \$97.<sup>00</sup> in one year and the same amount in two years.

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 Sixth Judicial District of the State of Ohio, on the 13<sup>th</sup> day of May in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit: On the 3<sup>rd</sup> day of Mar. A. D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

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Nelson B. Johnson, Plff. vs Thomas B. Stone, Dft. Court of Common Pleas, Union County, Ohio. Petition.

No. 5277 First Cause of Action. Plaintiff says. Defendant is indebted to plaintiff in the sum of twenty two hundred & 2200 Dollars which plaintiff claims with interest from the 14th day of March 1885 at eight per cent per annum on two promissory notes of which the following are true copies with all credits and endorsements.

No. 1 \$1100.00 North Lewisburg, O. March 14th 1881. One year after date I promise to pay to Nelson B. Johnson or order Eleven Hundred & 1100.00 Dollars. Value received with interest at 8 per cent from date this note secured by mortgage on real estate.

Signed Thomas B. Stone. on which are the following endorsements. April 5th 1882 Received on the within note \$88.00 interest. Received a note \$176.00 on within note as interest for two years. March 14th 1884 Interest paid on within note up to March 14th 1885.

No. 2 The second note is as follows \$1100.00 North Lewisburg, O. March 14th 1881. Two years after date I promise to pay to Nelson B. Johnson or order Eleven Hundred & 1100.00 Dollars Value received with interest at 8 of interest to be paid annually from date this note secured by mortgage on Real Estate. Signed Thomas B. Stone.

The following endorsements appear on said note. April 5th 1882 Received on the within note \$88.00 interest. Received a note of \$176.00 on within note as interest for two years. March 14th 1884 Interest paid on within note up to March 14th 1885.

2 case of action. Plaintiff says that at the time of delivering said notes and to secure the payment of the same the defendant duly executed and delivered to plaintiff his mortgage Deed concerning the following premises situated in the state of Ohio, in the County of Marion and in Allen Township being in Survey No. 3241 beginning at a stone North westerly of New Survey thence with the north line of said survey N. 54 E. 123 7/10 poles to a stone N. E. corner of said Survey thence with the East line of said Survey S. 36 E. 75 poles to a stone thence S. 53 1/2 W. 125 poles to a stake (Sugar tree) S. 11 W. 4 links with west line of said Survey thence with said line N. 34 3/4 W. 76 8/10 poles to the beginning containing 58 3/4 acres more or less but excepting from said lot about 4 acres lying on the north side of the Mariaville Pike See Volume 32 Page 527 Deeds. Also the following parcel viz: the lot conveyed by Crubb to West on page 545 of vol. 32 of record of Deeds. Beginning at a stone Beach ash + Sugar N. East corner of said survey thence with the northerly line of said Survey No. 4812 S. 55 W. 25 8/10 poles to a stone in the center of the old Bellefontaine road. thence with the center of said road S. 72 E. 42 2/10 poles to a stake in the easterly line of said Survey 4812 thence with said survey line N. 35 W. 33 7/10 poles to the beginning containing 2 3/4 acres more or less making 57 1/4 acres more or less here by conveyed. Said mortgage was conditioned "Provided always that if the the said Thomas B. Stone and Elizabeth A. Stone shall pay or cause to be paid the following described notes respectively when due

Note No. 1 dat with interest 14th 1881 line per annum void. On the duly left for recorded in amount again with interest may be sold

State of Ohio Chara... of the attor resident of the affiant B. Stone is a County Sta this state of tioned in of Ohio.

Saved in my presence Notary fee

After Notice was Nelson B. Johnson vs Thomas B. Stone Court of Co

Legal Notice. Thomas will take action in the for the force of the force Elizabeth E. Stone payment from Mare land, site Curvey No. interest for premises and the pr Defe judgment State of Union Co that a copy



Note No. 1 dated March 14<sup>th</sup> 1881 due in one year for Eleven hundred Dollars with interest at 8% Signed, by Thomas B. Stone. Note No. 2 dated March 14<sup>th</sup> 1881 due in two years for Eleven hundred Dollars with interest at 8% per. annum signed by Thomas B. Stone then these premises shall be void. On the 14<sup>th</sup> day of March 1881 at 4 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 16 page 535 of his records. Plaintiff therefore asks judgment against Defendant in said sum of Seventy Two Hundred Dollars with interest from March 14<sup>th</sup> 1885 at 8% and that said premises may be sold and proceeds applied to the payment of said judgment.  
By Hall Hunter and J. M. Taylor.

State of Ohio,  
Champaign County, ss. Hall Hunter being duly sworn says he is one of the attorneys for the plaintiff in this case that the plaintiff is a non-resident of Union County that the statements of this petition are true as the affiant believes. Affiant further says that the Defendant Thomas B. Stone is a non-resident of the State of Ohio is a resident of Kincade Anderson County State of Kansas that service of summons can not be made in this state on the Defendant and that the cause is one of those mentioned in section five thousand and forty eight of the revised statutes of Ohio.  
Hall Hunter.

Sworn to by Hall Hunter before me and by him subscribed in my presence this 1<sup>st</sup> day of March 1887.  
Notary fee 40<sup>cts</sup> [Seal] W. J. Ring, Notary Public.  
Champaign Co. Ohio.

Afterward, on the 17<sup>th</sup> day of May A. D. 1887, the following legal notice was filed with the clerk of said court, to wit:  
Nelson B. Johnson, plaintiff.  
Thomas B. Stone, defendant.  
Court of Common Pleas, Union County, O.

Legal Notice No. 5277

Thomas B. Stone of Kincade, Anderson county, State of Kansas will take notice that the plaintiff, Nelson B. Johnson, filed his petition in the above mentioned court on the 3<sup>rd</sup> day of March, 1887, asking for the foreclosure of a mortgage given by the defendant and wife, Elizabeth E. Stone, to the plaintiff, on the 15<sup>th</sup> day of March, 1881, to secure the payment of two promissory notes, amounting to \$2200, with interest from March 14<sup>th</sup> 1885, at per cent. Said mortgage is on 57 1/4 acres of land, situated in Union County, in Allen Township, being an Survey No. 3241. Plaintiff asks for judgment in the sum of \$2200 with interest from the 14<sup>th</sup> day of March 1885, at 8 per cent and that said premises may be appraised, advertised and sold according to law, and the proceeds be applied to the payment of said judgment.

Defendant is notified to answer on or before May 23<sup>d</sup> 1887, or judgment may be taken against him. Nelson B. Johnson.  
Hall Hunter & J. M. Taylor, attorneys for plaintiff, printers fees 10.75

The State of Ohio,  
Union County, ss. The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive

weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with March 9, 1887.

W.D. Stearner.  
Sworn to and subscribed before me this 17 day of May 1887.  
J. L. Burgerer, Clerk.

Afterward, on the 24<sup>th</sup> day of May, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry  
No. 5277

Nelson B. Johnson vs Thomas B. Stone  
Entry.  
This cause now coming on for hearing on the petition and the evidence the Court find that the defendant Thomas B. Stone has been duly served with notice of the pendency of this petition by publication in this case, and that he is in default for answer and demurrer and the allegations of petition are there by confessed by him to be true and there is due the plaintiff from the defendant Tho. B. Stone on the promissory note set forth in the petition with interest to the first day of this term the sum of \$2581<sup>50</sup>. The court further find that in order to secure the payment of said note the defendants Tho. B. Stone and his wife E. M. Stone executed and delivered to the said Nelson B. Johnson the plaintiff, their certain Mortgage deed as in the petition described and on the premises therein described that said mortgage was duly recorded in Book 14 Page 535 of the records of mortgages of Union County and is a good and valid lien on the premises described in the petition and the conditions in said mortgage has been broken. It is therefore adjudged and decreed that unless the defendant Tho. B. Stone shall within one day from the entry of this decree pay on cause to be paid to the clerk of this court the costs of this case and to the plaintiff the sum so found due as above said with interest from the day of 1887 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 the premises as upon execution and report his proceedings to this court for further order.

Afterward, on the 28<sup>th</sup> day of May A.D. 1887, 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 day of May A.D. 1887, in the cause of Nelson B. Johnson Plaintiff, and Thomas B. Stone Defendant, said Plaintiff obtained a judgment or decree against the said Defendant for the sum of <sup>100</sup> Dollars, and <sup>100</sup> Dollars costs of suit; And whereas it was then and there by said Court ordered, adjudged and decreed that the said Thomas B. Stone shall within 1 day from the 24<sup>th</sup> day of May, A.D. 1887, pay unto the said Nelson B. Johnson the said sum of <sup>100</sup> Dollars with interest from 16<sup>th</sup> day of May, A.D. 1887, at the rate of <sup>10</sup> 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

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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 1 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 Township of Allen County of Union and State of Ohio, bounded and described as follows, being in Survey No. 3241 beginning at a stone north westerly of new Survey, thence with the north line of said Survey No. 54 E. 123 <sup>70</sup>/<sub>100</sub> poles to a stone N.E. corner of said Survey, thence with the East line of said Survey S. 36° 75 poles to a stone, thence S. 53° W. 125 poles to a stake (sugar trees) S. 11° W. 4 links with west line of said Survey, Thence with said line N. 34 <sup>3</sup>/<sub>4</sub> W. 76 <sup>80</sup>/<sub>100</sub> poles to the beginning, containing 58 <sup>3</sup>/<sub>4</sub> acres more or less, but excepting from said lot about 4 acres lying on the north side of the Marysville pike See Vol. 32 p. 27 Deeds. Also the following parcel viz: the lot conveyed by Brubbs to West on page 545 of Vol. 32 of Record of Deeds. Beginning at a stone, Beech, Ash & Sugar N.E. corner of said Survey, thence with the northerly line of said Survey No. 4812 S. 55° W. 25 <sup>80</sup>/<sub>100</sub> poles to a stone in the center of the old Bellefontaine road, thence with the center of said road S. 72° E. 42 <sup>24</sup>/<sub>100</sub> poles to a stake in the easterly line of said Survey 4812. Thence with said Survey line No. 35 W. 33 <sup>52</sup>/<sub>100</sub> poles to the beginning, containing 2 <sup>3</sup>/<sub>4</sub> acres more or less, making 57 <sup>3</sup>/<sub>4</sub> 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 28<sup>th</sup> day of May, A.D. 1887.

J. L. Burgher, 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 23<sup>rd</sup> day of May 1887. Summon Jesse Davis Geo. Jordan, Joshua Norvil 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 23<sup>rd</sup> day of May, A.D. 1887, 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 25 day of May 1887, I caused to be advertised in the

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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 June A.D. 1887, at 1 1/2 o'clock P.M. on 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 June, 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 N. B. Johnson who bid for the same the sum of Seventy seven Dollars pr acre, and said sum being more than two thirds of the appraised value thereof, and said N. B. Johnson 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 pr acre. Service 30 Appraising Appraisers 1.20 Copying Appraisers 1.00 Writing Appraisal 30 Copy of Appraisal 30 Notice to Printer 30 Mileage 1.28 Total \$4.68 Appraisers' Fees 3.00 Printers' Fees 17.00  
M. Hopkins, Sheriff.

Afterward, on the 11 day of July A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court, to wit:

N. B. Johnson vs Thomas B. Stone  
Common Pleas Court, Union County, O.  
No. 5277  
On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, state of Ohio, I will offer at public sale at the north door of the Court house in Marysville, Ohio on Saturday June 25<sup>th</sup> 1887, 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. 3241 Beginning at a stone northeasterly of new Survey; thence with the north line of said survey, north 54 E. 72 3/100 poles to a stone N. E. corner of said survey; thence with the E. line of said survey south 36 E. 75 poles to a stone; thence south 53 1/2 W. 125 poles to a stake (sugar tree) south 11 W. 4 links with west line of said survey; thence with said line north 34 3/4 W. 76 5/100 poles to the beginning, containing 58 3/4 acres, more or less, but excepting from said lot about 4 acres lying on the north side of Marysville, pike. See vol 32 p. 527 deeds. Also the following parcel, viz: The lot conveyed by Brubbs to West on page 545 of volume 32 of record of deeds. Beginning at a stone buck ash and sugar, north east corner of survey No. 4812. S 55 W. 25 1/100 poles to a stone in the center of the old Bellefontaine road; thence with the center of said road S. 72 E. 42 2/100 poles to a stake in the easterly line of said survey 4812; thence with said survey line N. 35 W. 33 3/100 poles to the beginning, containing 2 3/4 acres more or less; making 57 1/4 acres, more or less, hereby conveyed.

Appraised at \$40.00 per acre. Terms of Sale - Cash.  
Marion Hopkins Sheriff Union County, Ohio.  
Hale Hunter & S. M. Taylor, attys for plff.

May 25, 1887 - 5 w. \$17.  
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  
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May 25, 1887  
Sworn

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Proof of  
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No. 5277

Entry  
No. 5277

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No. 5049

five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with May 25, 1887.

Sworn to and subscribed before me, this 11 day of July 1887.  
J. L. Burgner, Clerk.

afterward, on the 11 day of July A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry  
No. 5277

Nelson B. Johnson, Plff. } No. 5277  
vs } Confirmation.  
Thos B. Stone, Delt. }  
On motion of plaintiff and on producing the return of the Sheriff of the sale made under the former order of this court; and the court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this court it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser N. B. Johnson 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 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 proceeds of said sale, amounting to 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 32 <sup>37</sup>/<sub>100</sub> Dollars. Secondly, The costs of this action, Taxed at 44 <sup>88</sup>/<sub>100</sub> Dollars. Thirdly, To the Plaintiff Nelson B. Johnson, the amount heretofore found due him with interest to wit the sum of \$

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 16 day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 8 day of Mar. A.D. 1886, the following Petition was filed, with the Clerk of said Court, to wit:

Petition

John B. Shisler, plff. } Court of Common Pleas.  
vs } Union County, Ohio.  
Newton Lingrel, Delt. } Petition.

No. 5049

The plaintiff complains of the defendant & says said defendant on or about the 23 of June 1885 at the county of Union Ohio, did

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unlawfully & violently assault the plaintiff & then & there with his fist & stone & other weapon struck the plaintiff on his head with force & violence & unlawfully and then & there & thereby wounded & injured the plaintiff & thereby damaged the plaintiff in the sum of one thousand dollars & therefore plaintiff prays judgment for said sum of money against said defendant.

Robinson & Piper, Attys for plff.

The State of Ohio,  
Union County, ss. John B. Schisler plff. being duly sworn deposes & says the allegations of the petition foregoing are all true as he believes.  
John B. Schisler.

Sworn to before me & signed in my presence this 8<sup>th</sup> of March 1886 - J. L. Burgher, Clerk.

Procipe  
No 5049

To the Clerk: Issue summons & endorse petition for \$1000. damages for assault & battery about June 23<sup>rd</sup> 1885.  
Robinson & Piper, Attys for plff.

Summons

Afterward, on the 8<sup>th</sup> day of March 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 Newton Lingrell that he has been sued by John B. Schisler, in the Court of Common Pleas, of Union County, and that unless he answer by the 24<sup>th</sup> day of April A.D. 1886 the petition of said John B. Schisler 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 22<sup>nd</sup> day of March A.D. 1886. Witness my hand and the seal of said Court, this 8<sup>th</sup> day of March A.D. 1886.  
J. L. Burgher, Clerk

Sheriff's Return

Endorsed: Petition for \$1000.00 damages for assault and Battery about June 23<sup>rd</sup> 1885. Robinson & Piper, Plaintiff's Attorney.  
Said Writ returned and filed Mar. 22-1886, endorsed as follows to-wit:

The State of Ohio,  
Union County, ss. Received this Writ March 8<sup>th</sup> A.D. 1886, at 12 o'clock A.M. and pursuant to its command, on the 10 day of March A.D. 1886, I served the same by leaving a true copy of this summons with the endorsements thereon at the residence of the defendant Newton Lingrell. Service 30 Mileage 2.56 Cop. 10 Total \$2.96  
M. Hopkins Sheriff Per J. J. W.

Answer

Afterward, on the 4<sup>th</sup> day of Nov. A.D. 1886, the following answer was filed with the Clerk of said Court, to-wit:  
John B. Schisler, Plaintiff, Court of Common Pleas,  
Newton Lingrel, Defendant, Union County, Ohio.  
Answer  
Now comes the defendant & for answer to plaintiff's petition, deems

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each and every allegation therein contained. W. S. Hooper Atty for def.  
 State of Ohio.  
 Union County ss. Newton Lingrell being first duly sworn says facts  
 in the foregoing Answer are true as he believes. Newton Lingrell.  
 Shown to before me and signed in my presence this 24 day of May  
 1886. Deal Joseph M. Kennedy, Notary Public.

Entry.   
 No. 5049  
 Afterward, on the 7<sup>th</sup> day of Jan. A. D. 1887, the following Entry was made  
 on the Journal, by the Clerk of said Court, to-wit:  
 John B. Shisler vs Newton Lingrell  
 On showing by affiant of Deft this cause is continued  
 at Defendants costs. It is therefore ordered & adjudged  
 by the Court that plaintiff recover of Defendant the costs  
 of this term taxed to \$

Entry.   
 Afterward, on the 27<sup>th</sup> day of May, A. D. 1887, the following Entry was  
 made on the Journal by the Clerk of said Court, to-wit:  
 John B. Shisler, Plaintiff vs Newton Lingrell, Defendant  
 This day came the parties by their attor-  
 neys, and this cause came on to be tried;  
 and thereupon came a Jury, to-wit: John P. Morse, D. W. Dean, A. H. Skid-  
 more, J. D. Robinson, Albert E. Morse, Robert M. Brody, James L. Golliff,  
 John S. Kilbury, W. Tremont, Howard Vobury, Henry Poling, A. B. Kirby,  
 who being duly impaneled and sworn to well and truly try the issues  
 joined between the parties in this cause, and a true verdict render ac-  
 cording to the evidence, unless withdrawn by consent of parties, or dis-  
 charged 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.   
 John B. Shisler, Plaintiff vs Newton Lingrell, Defendant  
 The State of Ohio, Union County.  
 Court of Common Pleas of said County.  
 May Term, May 27 1887,  
 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 damages due to  
 the Plaintiff, from the Defendant, at the sum of \$175<sup>00</sup>  
 R. M. Brody, Foreman.

Entry.   
 Afterward, on the 9<sup>th</sup> day of June, A. D. 1887, the following Entry  
 was made on the Journal by the Clerk of said Court, to-wit:  
 John B. Shisler vs Newton Lingrell  
 The Jury in this case having brought in their ver-  
 dict on a former day of this term of Court in favor of  
 the plaintiff and assessed his damages due from the defendant at  
 \$175<sup>00</sup> and no motion for a new trial having been made, it is therefore  
 considered by the Court that plaintiff recover of said defendant said sum  
 of \$175<sup>00</sup> together with his costs herein expended taxed to \$ and it is ordered  
 that defendant pay his own costs for all of which execution is awarded.  
 Attest, John L. Burquer, Clerk. By Nellie Roney, Deputy.

Case before the Honor, John A. Price, Judge of a Court of Common Pleas begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 5<sup>th</sup> day of March A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Petition

Mathew Lingrel, Plaintiff, vs J. T. Haines - Defendants. Court of Common Pleas, Union County, Ohio.

No. 4917

The plaintiff says, This action comes into this court from the Docket of one N. M. Baldwin, J. P. of said County, that on the 21<sup>st</sup> day of August A.D. 1885, and ever since and now is the owner of sixty (60) bushels of wheat which was replevined by him in this case and is and was then and ever since has been entitled to the possession of said wheat, and was the owner thereof. And the said defendant J. T. Haines on the 21<sup>st</sup> day of August A.D. 1885, and up to the time of this said replevin wrong fully and unlawfully, detained said property from plaintiff to his damage of Twenty Dollars. Therefore plaintiff prays judgment for the possession of said wheat and \$20<sup>00</sup> damage of the same.

D. W. Ayers, atty for plaintiff.

State of Ohio,

Union County, ss: Mathew Lingrel being first duly sworn says the facts stated and allegations made in his foregoing petition are as he believes true. Mathew Lingrel

Sworn to and subscribed to by Mathew Lingrel this day of February A.D. 1886. William M. Haines, J. P.

Afterward, on the 3<sup>rd</sup> day of April A.D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:

Answer

Mathew Lingrel, Plaintiff, vs J. T. Haines, Defendant. In the Court of Common Pleas of Union County, Ohio. No. 5877

No. 4917

And now comes the said defendant J. T. Haines, and for answer to plaintiff's petition herein filed says: that he admits that this action comes into this court on appeal from the docket of N. M. Baldwin a J. P. of said County and denies each and every other allegation in said petition contained. J. T. Haines.

Sworn to by said J. T. Haines before me and signed by him in my presence this 3<sup>rd</sup> day of April, A.D. 1886. J. L. Burger, Clerk. By W. M. Kinget, Deputy.

Afterward, on the 24<sup>th</sup> day of July A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

Mathew Lingrel, Plaintiff, vs J. T. Haines, Defendant. This day came the parties by their attorneys, and this cause came on to be tried, and thereupon came a Jury, to-wit: L. H. Heddington, John B. Miller, Andrew Anderson, Charles Randall, Elias Kyle, Wm<sup>th</sup> Bambridge, N. P. Thompson, B. M. Robertson, Wm<sup>th</sup> H. Snodgrass, B. M. Walber, T. R. Robinson, J. H. Southard

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who, being duly empaneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors, retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to wit:

Mathew Lingrell, Plaintiff, vs The State of Ohio, Union County, Court of Common Pleas of said County, Feb. Term. Feb. 24<sup>th</sup> 1887. 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 damages due to the Plaintiff, from the Defendant, at the sum of \$ W<sup>m</sup> Barnbridge, Foreman.

afterward, on the 17<sup>th</sup> day of May, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Mathew Lingrell vs G. T. Haines and no motion for a new trial having been made it is therefore considered and adjudged by the Court that the plaintiff recover of the defendant his costs therein taxed to \$ and that the defendant pay his own costs taxed at \$ for all of which execution is awarded.

Attest, John L. Burgher, Clerk. By Nellie Roney Deputy.

Clear before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the third subdivision of the tenth Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit: on the 11<sup>th</sup> day of Sep. A.D. 1886, the following Petition was filed with the Clerk of said Court, to wit:

Leleg Cranston, Administrator of Estate of Newton Case, Deceased. Plaintiff, against J. S. Baldwin, Sarah A. Baldwin, Anna M. Colloren, B. Aultman & Co., Geo. W. Sells, J. S. Duher, J. P. Arthur, C. S. Chapman & Co., Defendants. The State of Ohio, Union County, ss. In the Court of Common Pleas. Petition for Money, Sale of Mortgaged Lands and Relief.

Plaintiff says, On or about the day of A.D. 1881 he was duly appointed & qualified and letters of Administration were granted to him as administrator of the estate of Newton Case there to fore deceased by the Probate Court of Union County, Ohio for his First Cause of Action, says: That on the First day of April, A.D. 1880, the said Defendant J. S. Baldwin made and delivered to said Newton Case there in full

life one certain one Promissory Note, a true copy of which, with all credits and endorsements thereon is in the words and figures following, to wit:

\$800  
Five years after date I promise to pay Newton Case or bearer the Sum of Eight hundred Dollars with interest at eight per cent. per annum for value received. J. S. Baldwin

April 1<sup>st</sup> 1880

Endorsed "Paid on the within note three hundred Dollars. March 1<sup>st</sup> 1883

That said Promissory note is due, and no payments have been made thereon, except as shown by said endorsements. That there is due said Plaintiff as administrator of said or said Promissory Note, from said Defendant, J. S. Baldwin the sum of six hundred ninety &  $\frac{40}{100}$  Dollars (\$690  $\frac{40}{100}$ ) with interest on \$690  $\frac{40}{100}$  thereof at the rate of eight per centum per annum, from the 21<sup>st</sup> day of March, A.D. 1883, for which amount the Plaintiff asks judgment. For Second Cause of Action the Plaintiff says: That in order to secure the payment of said Promissory Note set forth in his First Cause of Action, and the Interest accruing thereon, the said Defendants J. S. Baldwin and Sarah A. Baldwin his wife executed, acknowledged and delivered to said Newton Case their in full life time Mortgage Deed on seventh day of April, A.D. 1880 and thereby conveyed to said Newton Case, his heirs and assigns forever, the following described premises, Land and Tenements to wit: Situated in the Township of Taylor, County of Union and State of Ohio, and known as part of Survey number 829 and bounded and described as follows, Beginning at two Elms the southwest Original Survey No. 5386 - thence N. 8° East 90 7/8 poles to a stake and stone thence N. 86 7/8° West 87 1/2 poles to a stake and stone - thence S. 8° West 86 7/8 poles to a stake and stone - thence S. 86 7/8° E. 87 1/2 poles to the place of beginning containing fifty acres more or less. The said Defendant Sarah A. Baldwin, wife of said J. S. Baldwin joined her said husband in the execution, acknowledgement and delivery of said Mortgage Deed, and thereby did Re-lease, Release and Forever Quit-Claim unto the said Newton Case, his heirs and assigns forever, all her right and title of Dower in and to the above described premises. On the 27<sup>th</sup> day of April, A.D. 1880, at 2 o'clock P.M. of said day said Mortgage Deed was left for Record in the office of the Recorder of said County, and the same was duly Recorded by him in Volume 16, Page 212 of Records of Mortgage Deeds, on the seventh day of May, A.D. 1880.

Said Mortgage Deed had a certain condition thereunder written, that if the said J. S. Baldwin, his heirs, assigns, executors, or administrators shall well and truly pay said Promissory Note, and 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 non-payment 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. That all the other Defendants herein named have or claim to have a lien or liens upon or other interest in said mortgaged premises, but said Plaintiff is unable to state the nature or extent thereof. The Plaintiff prays that all of the Defendants above named may be notified of the pendency of this Petition, and that they may be required to answer the same, and set

forth specific said mortgag same attach said Defend- lars \$690  $\frac{40}{100}$  per annum prays that may be estac- ing to law; ment of tax. the Coets of its proper a their relief a

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Waiver of Damages

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set forth specifically the nature and amount of their respective claims or liens upon said mortgaged premises, if any they have, and the time or times when the same attached thereto. Wherefore, the said Plaintiff prays judgment against said Defendant J. S. Baldwin for said sum of Six hundred and 75/100 Dollars (\$690<sup>75</sup>/<sub>100</sub>), with Interest on \$690<sup>75</sup>/<sub>100</sub> thereof at the rate of eight per centum per annum, from the 21<sup>st</sup> day of March, A.D. 1883. And Plaintiff further prays that the priority of the several liens on said mortgaged premises may be established, that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied first to the payment of taxes, if any are due on said premises; second, to the payment of the costs of this action; and third, to the payment of the Plaintiff's lien in its proper order of priority, and that he may have such other and further relief as in equity he may be entitled to.

Peleg Cranston, Admr. By Robinson & Piper, his Attorney.

The State of Ohio,  
Union County, ss.

Peleg Cranston being duly sworn, says that he is the plaintiff, and that the matters and things set forth in the foregoing Petition are true as he verily believes. Peleg Cranston.

Sworn to by said Peleg Cranston before me, and by him subscribed in my presence, this Eleventh day of September, A.D. 1886.

{Seal}

J. I. Burgner, Clerk.

Said Petition endorsed as follows:

I hereby waive the issuing and service of summons and hereby enter my appearance in the within action. Anna M. Holloran.  
By J. B. Tutton, her atty. C. Aultman & Co. By J. B. Tutton, Atty.  
J. T. Arthur, C. S. Chapman & Co.

Waiver of Summons

Peleg Cranston, Administrator etc; Plaintiff.  
against  
J. S. Baldwin, & Sarah A. Baldwin, Anna M. Holloran  
C. Aultman & Co. Geo. W. Wells, J. S. Dreher, J. T. Arthur,  
C. S. Chapman & Co. Defendants.

Præcipe

Nov. 5/86

for said Defendants J. S. Baldwin Sarah A. Baldwin directed to the Sheriff of said County, returnable according to law. Endorse: Action for Money, Sale of Mortgaged Premises, and Relief. Amount claimed, \$690<sup>75</sup>/<sub>100</sub>, with Interest on \$690<sup>75</sup>/<sub>100</sub> thereof at the rate of 8 per centum per annum from the 21<sup>st</sup> day of March, 1883. Sept. 11<sup>th</sup>, 1886. Peleg Cranston, Admr. etc, By Robinson & Piper, Attorneys.

Afterward, on the 11<sup>th</sup> day of September 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 J. S. Baldwin and Sarah Baldwin that they have been sued by Peleg Cranston Administrator of the estate of Newton Case, deceased, in the Court of Common Pleas of Union County, and that unless they answer by the 9<sup>th</sup> day of October A.D. 1886, the petition of said plaintiff Peleg Cranston, Admr. &c. against them filed in the Clerk's Office of said Court, such petition will be taken as true, and

Summons

and judgment rendered accordingly. You will make due return of this summons on the 20<sup>th</sup> day of Sept. A.D. 1886. Witness my hand and the seal of said Court, this 11<sup>th</sup> day of September, A.D. 1886.

[Seal]

J. J. Burquer, Clerk.

Endorsed: In action for money only, sale of mortgaged premises and relief. Amount claimed \$690.00 with int. thereon at 8% per annum from March 21<sup>st</sup> 1883. Robinson & Piper. Plaintiffs Attys. Said Writ returned and filed Sept. 20 A.D. 1886. endorsed as follows:

to-wit:

Sherriff's Return No. 5165

The State of Ohio, } Received this Writ Sept. 11<sup>th</sup> A.D. 1886, at 2 o'clock P.M.  
Union County, ss. } and pursuant to its command, on the 16<sup>th</sup> 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 J. S. Baldwin. The within named defendant Sarah Baldwin  
not found - Deceased. Service 30 Mileage 1.28 Copy 40 Total \$1.98  
M. Hopkins, Sheriff.

Afterward, on the 20<sup>th</sup> day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

Peleg Cranston, Adm. etc. } In Foreclosure.  
J. S. Baldwin and others } This cause now coming on for hearing  
on the petition of the plaintiffs and their  
evidence the Court find that the defendant J. S. Baldwin and other de-  
fendants named have been duly served with summons in this  
case and that he is in default for answer and demurrer and that the  
allegations of the petition are thereby confessed by him to be true and  
that there is due the plaintiff as said administrator from the de-  
fendant J. S. Baldwin on the promissory note set forth in the petition  
with interest to the first day of this term at eight per cent per annum  
the sum of eight hundred eighty eight and  $\frac{32}{100}$  Dollars (\$888  $\frac{32}{100}$ )

The court further find that in order to secure the payment of said note the defendants J. S. Baldwin & Sarah A. Baldwin his wife now deceased, executed and delivered to said Newton Case during his lifetime their certain mortgage due as in the petition described and on the premises therein described, that said mortgage was duly recorded in Volume 16 on page 212 of the records of mortgages of Union County, Ohio, and is the first and a good and valid lien on the premises in the petition described and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant the said sum of eight hundred eighty eight and  $\frac{32}{100}$  Dollars (\$888  $\frac{32}{100}$ ) with interest from the first day of this term of court at eight per cent per annum and his costs herein expended. And it is further adjudged and decreed that unless the defendants J. S. Baldwin shall within ten days from this 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 as said administrator, the sum so found due as aforesaid with interest at rate of eight per cent per annum from the first day of this term of court, the defendants equity of redemption be foreclosed and the premises be sold and

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and that an order of sale issue therefor to 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.

afterward on the 7<sup>th</sup> day of Jan. A. D. 1887, the following Entry was made on the Journal, by the Clerk of said Court, to wit:

Country No. 5165

Releg Cranston, Admr. by James S. Baldwin, et al. This day on motion to the Court leave was given to the defendant Anna M. Holloran to file her answer and cross petition herein by the 22 day of January, A. D. 1887 and it also appearing that the said Anna M. Holloran has other land described in her mortgage in addition to the land described in plaintiffs petition, it is ordered that David Milford and Albert H. Sherman and J. B. Fulton who claim a lien on said land be made parties and that they file answers setting up what interest they have, if any, in the lands described in the mortgage of Anna M. Holloran on motion leave was also given to J. T. Arthur to file answer

afterward on the 20<sup>th</sup> day of Jan. A. D. 1887, the following Answer was filed with the Clerk of said Court, to wit:

Answer etc.

Releg Cranston, Admr Plaintiff, against James S. Baldwin et al. Defendant. The State of Ohio, Union County ss. In the Court of Common Pleas. Answer and Cross Petition of Anna M. Holloran.

And now come Anna M. Holloran who is made Defendant in the above entitled action and for Answer herein, and by way of Cross Petition, for her First Cause of Action, says: That on the tenth day of March, A. D. 1883, the said Defendant, James S. Baldwin made and delivered to said Anna M. Holloran his certain one Promissory Note, a true copy of which, with all credits and endorsements thereon is in the words and figures following, to-wit:

\$2000<sup>00</sup> Marysville O. March 10<sup>th</sup> 1883

Three years after date I promise to pay to the order of Anna M. Holloran Two Thousand dollars at the First National Bank of Delaware, Ohio, Value Received with interest at eight per cent after maturity.

(Signed) James S. Baldwin

That said Promissory Note is due, and no payments have been made thereon, except as shown by said endorsements. That there is now due this Defendant and Cross-Petitioner on said Promissory Note, from said Defendant, James S. Baldwin the sum of Two Thousand Dollars, (\$2000<sup>00</sup>) with interest on \$2000<sup>00</sup> at the rate of eight per centum per annum, from the tenth day of March, A. D. 1886, for which amount the Defendant and Cross Petitioner ask Judgment.

And this defendant for her second cause of action says that on the tenth day of March 1883 the said defendant James S. Baldwin made and delivered to said Anna M. Holloran his certain one promissory note a true copy of which with all credits and endorsements thereon is in the words and figures following to-wit:

\$140<sup>00</sup> Marysville, O. March 10<sup>th</sup> 1883.

Three years after dated promise to pay to the order of Anna M. Holloran one hundred and forty Dollars at the First National Bank of Delaware Ohio, value received with eight per cent interest after maturity.

Signed, James S. Baldwin

The said promissory note is due and no payments have been made thereon. There is now due this defendant and cross petitioner on said promissory note from said defendant James S. Baldwin the sum of one hundred and forty dollars and interest thereon at the rate of eight per cent from March 18<sup>th</sup> 1886, for which amount the defendant asks judgment. For her third cause of action this Defendant and cross-petitioner says: That in order to secure the payment of said Promissory Note set forth in her first and second Causes of Action and the Interest accruing thereon, the said Defendant James S. Baldwin executed, acknowledged and delivered to said Anna M. Holloran, his Mortgage Deed, on the twenty first day of March, A.D. 1883, and thereby conveyed to said Anna M. Holloran, her heirs and assigns forever, the following described Premises, Lands and Tenements, to wit: Situated in the Township of Taylor, County of Union and State of Ohio, and known as Being a part of Survey No. 829, Beginning at two elms the south west original corner to Survey No. 5386; Thence N. 8° E. 90<sup>00</sup>/<sub>100</sub> poles to a stake & stone; Thence N. 86<sup>00</sup>/<sub>100</sub> W. 87<sup>00</sup>/<sub>100</sub> poles to a stake & stone; Thence S. 8° W. 86<sup>00</sup>/<sub>100</sub> poles to a stake & stone; Thence S. 86<sup>00</sup>/<sub>100</sub> E. 87<sup>00</sup>/<sub>100</sub> poles to the beginning containing fifty acres more or less: Also the following situate in said Township, County & State in Survey No. 5386, and bounded as follows, Being in the South West corner of said Survey beginning at a point in the West line of said Survey N. 8<sup>00</sup>/<sub>100</sub> E. 100 poles from the South West corner of said Survey at the South West corner of 26 1/2 acres of land deeded by David Mulford to James W. Robinson. Thence with said Robinsons South line S. 81<sup>00</sup>/<sub>100</sub> E. 55<sup>00</sup>/<sub>100</sub> poles to the North west corner of 20 acres heretofore sold to Wesley Renhart: Thence with said Renharts west line S. 8<sup>00</sup>/<sub>100</sub> W. 100 poles to the south line of said survey: Thence with the South line of said Survey N. 81<sup>00</sup>/<sub>100</sub> W. 55<sup>00</sup>/<sub>100</sub> poles to a point for the south west corner of said Survey, which is S. 8<sup>00</sup>/<sub>100</sub> W. from the north west corner of said Survey by a line passing through the North west corner of Robinsons 26 1/2 acres, through the North East and Southeast corners and with the east line of the farm lately called the Ward farm, now J. & E. M. Donalds and through the beginning point above named Thence from said described South West corner of said Survey N. 8<sup>00</sup>/<sub>100</sub> E. 100 poles to the place of beginning, containing 34<sup>00</sup>/<sub>100</sub> acres being the same premises conveyed to James S. Baldwin by David Mulford & wife by deed April 9 1881. The said Defendant Sarah A. Baldwin, wife of said James S. Baldwin, 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 Anna M. Holloran, her heirs and assigns forever, all her right and title of Dower in and to the above described premises. On the twenty first day of March, A.D. 1883, at 3 1/2 o'clock P.M. of said day said Mortgage Deed was left for Record in the office of the Recorder of said County, and the same was duly Recorded by him in Volume 20, Page 124 of Records of Mortgage Deeds, on the 28<sup>th</sup> day of March A.D. 1883. Said Mortgage Deed had a certain condition therein

written, no administrators est accuimus. The same to law. She has become. Interest acc said. Mortg described, and cross scribed pres of filing as this case to out and, on her first One hundred the rate of March, A.D. Ehrman made part this Defend of the sever that the p of taxes, li of the boe Defendants and that ty she is e The Stat Union boe is Attorney and that B and Bro Anna M. c now abeyi Save ed in my [Dece] We and enter. Albert o No. 5-165 in his own aft was filed a Peleg Cran vs James S. c

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written, that if the said James S. Baldwin, 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 non-payment of the said Promissory Notes and Interest accruing thereon. This Defendant and Cross-Petitioner has by said Mortgage Deed a good and valid claim upon the premises therein described, which is the first and best lien thereon. This Defendant and Cross-Petitioner further avers that she has a lien on the above described premises by virtue of her said Mortgage Deed from said time of filing, and all allegations made by any person, or any pleadings in this case to the contrary, are false and untrue. Wherefore, this Defendant and Cross-Petitioner prays Judgment against said Defendant on her first & second causes of action for said sum of Two Thousand One Hundred and forty Dollars (\$2140.<sup>00</sup>) with Interest on \$2140.<sup>00</sup> at the rate of eight per centum per annum, from the tenth day of March, A.D. 1886, and J. B. Sulton that David Mulford and Albert H. Eshman and J. B. Sulton who claim a lien on the second parcel be made parties herein and be required to set up their claims, and this Defendant and Cross-Petitioner further prays that the priority of the several liens on said mortgaged premises may be established, that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied first to the payment of taxes, if any are due on said premises; second, to the payment of the costs of this action; and third, to the payment of this Defendants and Cross-Petitioners lien in its proper order of priority, and that she may have such other and further relief as in equity she is entitled to. Anna M. Holloran, By J. B. Sulton, her Attorney.

The State of Ohio,  
Union County, ss.

J. B. Sulton being duly sworn, says that he is Attorney for Anna M. Holloran duly authorized in the premises and that the matters and things set forth in the foregoing answer and Cross-Petition are true as he verily believes, and that the said Anna M. Holloran is a non-resident of Union County, Ohio, and now absent therefrom. J. B. Sulton.

Sworn to by said J. B. Sulton, before me, and by him subscribed in my presence, this 19<sup>th</sup> day of January A.D. 1887.

J. L. Burgner, Clerk.

Waiver of Summons and enter our appearance this 20<sup>th</sup> day Jan. 1887.  
Albert H. Eshman by his agent David Mulford and David Mulford, No. 5165 in his own behalf.

Afterward, on the 24<sup>th</sup> day of Jan. A.D. 1887, the following answer was filed with the Clerk of said Court, to wit:  
Beleg Cranston, Admr. Plaintiff, } State of Ohio, Union County, ss.  
vs } In the Court of Common Pleas,  
James S. Baldwin, Defendant. } Answer and Cross-Petition of  
Albert H. Eshman and David Mulford

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And now comes Albert H. Ehrman by his agent David Mulford and David Mulford in his own behalf, who are made Defendants in the above entitled Action and for answer herein, and by of Cross Petition for their first cause of action; Say that the said Defendant James S. Baldwin made and delivered to the said David Mulford his certain Promissory Note, dated the 12th day of March A.D. 1881, a substantial copy of which note is herewith filed as exhibit "B", with all the credits and endorsements thereon in the words and figures as shown in said exhibit, which is here referred to and made a part of this answer and Cross Petition. That said promissory note is now in the possession of and held and owned by Albert H. Ehrman by virtue of an indorsement on the back thereof by said David Mulford as shown in said exhibit "B". That said Promissory Note is now due and no payments have been made thereon, either principal or interest. That there is now due the said Defendant and Cross Petitioner, Albert H. Ehrman, on said Promissory Note the sum of Three hundred and seven  $\frac{75}{100}$  (\$307  $\frac{75}{100}$ ) dollars, with annual interest at the rate of six (6) per cent from the 12th day of March 1881 till the 1st day of April 1884 and annual interest thereon at the rate of eight (8) per cent from the said 1st day of April 1884, to the twenty fifth day of February 1887 or until paid. For which original sum of \$307  $\frac{75}{100}$  and the annual interest thereon to the 25th day of February 1887, amounting altogether to the sum of four hundred and fifty nine  $\frac{35}{100}$  (\$459  $\frac{35}{100}$ ) including said principal and interest, said Defendant and Cross Petitioner, Albert H. Ehrman asks Judgment. For their second cause of action these Defendants and Cross Petitioners say: That in order to secure the Payment of the aforesaid Promissory note and the annual interest accruing and to accrue thereon the said Defendant James S. Baldwin, executed acknowledged and delivered to the said David Mulford his Mortgage Deed on the 9th day of April A.D. 1881, and thereby conveyed to the said David Mulford and his heirs and assigns forever  $34\frac{88}{100}$  acres of land in the South West corner of  $\frac{1}{4}$  Sec. 16, Twp. 10 N., R. 10 W. in Union County, Ohio, which was left for Record in the Office of Recorder of Deeds for said County of Union on the 9th day of April A.D. 1881 at 5 o'clock P.M. and was duly Recorded by him in Volume No. 18 page 101 of the Mortgage Deeds on the 28th day of April A.D. 1881. A copy of said Mortgage Deed is hereto attached, marked Exhibit "A" and is referred to and made a part of this answer and Cross Petition which original Mortgage Deed is now in possession of and owned by Defendant & Cross Petitioner Albert H. Ehrman by virtue of an indorsement on the back thereof by the said David Mulford. The conditions of said Mortgage Deed having been broken the same has become Absolute by the non-payment of said Promissory Note and annual interest accruing thereon. The conditions having been broken as aforesaid the said Defendants and Cross Petitioner, Albert H. Ehrman, by virtue of said assignments avers that he has a first lien, for the purchase money, on the aforesaid  $34\frac{88}{100}$  acres of land by virtue of said Mortgage Deed from the time of filing the same & as a part of the purchase price as aforesaid of said premises. And all allegations of any person or by any Pleadings in the case to the contrary are false and untrue. Wherefore, the Defendant and Cross Petitioner Albert H. Ehrman prays Judgment against said James S. Baldwin on the several causes of

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action in the said original sum of three hundred and seven  $\frac{67}{100}$  (\$307. $\frac{67}{100}$ ) dollars and the annual interest accrued thereon from March 12<sup>th</sup> 1881 to April 1. 1884 at the rate six (6) per cent, and the annual interest accrued and accruing thereon from the said 1<sup>st</sup> day of April 1881 to the 25<sup>th</sup> day of February 1887 at the rate of eight (8) per cent according to the tenor of said note. The principal and interest amounting in the aggregate on the said 25<sup>th</sup> day of February 1887 to the sum of four hundred and fifty nine  $\frac{35}{100}$  (\$459. $\frac{35}{100}$ ) dollars. And the said Defendant and Cross Petitioner Albert H. Ehrman further prays the Court to protect him in his first lien as a part of the purchase price of the said Mortgaged premises herein described that the said premises may be ordered to be sold according to law that the priority of said Defendant and Cross Petitioner's claim may be established, that the proceeds of such sale may be applied first to the payment of taxes if any due on said premises, second to the payment of costs of this action: and third to the payment of the first lien of the said Defendant and Cross Petitioner Albert H. Ehrman in its proper order of priority and that he may have such other and further relief as in equity he is entitled to.

Albert H. Ehrman his agent David Mulford and David Mulford.

State of Ohio.

Union County } David Mulford being duly sworn says he is acting as agent for Albert H. Ehrman who is a nonresident of Union County Ohio and now absent therefrom, and that the matters and things set forth in the foregoing Answer and Cross Petition are true as he verily believes. D. Mulford.

Sworn to by said David Mulford before me and by him subscribed in my presence this 24<sup>th</sup> day of January A.D. 1887.

{Seal}

J. D. Burgner, Clerk.

Exhibit "A".

James S. Baldwin

Mortgage to David Mulford.

Know all men by these Presents: That James S. Baldwin, on consideration of Nine hundred dollars to him paid by David Mulford the receipt whereof is hereby acknowledged does hereby grant bargain sell and convey to the said David Mulford and his heirs and assigns forever 34  $\frac{88}{100}$  acres of land part of Va. Military Survey No. 5386 in Taylor township Union County, state of Ohio, in the South west corner of said Survey, beginning in the West line of said Survey at a point N. 87° E. 100 poles from the South West corner of said Survey at the South West corner of 26.12 acres in said Survey heretofore sold by Grantee to James W. Robinson; thence with said Robinson's South line S. 81  $\frac{3}{4}$ ° E. 55  $\frac{80}{100}$  poles to N. W. corner to Wesley Rinehart's 20 acres; thence with Rinehart's West line S. 87° W. 100 poles to the South line of said Survey; thence with the South line of said Survey N. 81  $\frac{3}{4}$ ° W. 55  $\frac{80}{100}$  poles; thence N. 87° E. 100 poles to the place of beginning. For a more full description see deed of even date from Grantee to Grantee herein. And all the estate, title and interest of the said James S. Baldwin either in law or in equity, of, in and to the said premises; together with all the privileges and appurtenances to the same belonging and all the rents issues and profits thereof. To have and to hold the same to the only proper use of the said David Mulford

and his heirs and assigns forever. And the said James S. Baldwin for himself and for his heirs executors and administrators doth hereby covenant with the said David Mulford and his heirs and assigns that he is the true and lawful owner of the said premises, and has full power to convey the same: and that the title so conveyed is clear free and unincumbered: and further that he will warrant and defend the same against all claim or claims, of all persons whomsoever. Provided, nevertheless, that if the said James S. Baldwin shall pay or cause to be paid his several promissory notes made payable to the order of the said David Mulford hereinafter described which were given for, and when paid are a part of the purchase price for, and a lien as such upon the above described premises to wit: One note dated March 12th 1881 for \$307 <sup>67</sup>/<sub>100</sub> due April 1, 1882, one note dated March 12th 1881 for \$307 <sup>67</sup>/<sub>100</sub> due April 1, 1883 one note dated March 12th 1881 for \$307 <sup>67</sup>/<sub>100</sub> due April 1, 1884. Each note bearing six per cent interest, yearly, from date, till due, and eight per cent interest, yearly, till paid: And when said several notes are paid in full, with accumulated interest thereon, then these presents shall be void. In Witness whereof the said James S. Baldwin has hereunto set his hand and seal this 9<sup>th</sup> day of April in the year of our Lord one thousand and eight hundred and eighty one (1881)

Signed sealed & acknowledged in presence of us  
 J. P. Mulford J. S. Baldwin (Seal)  
 James S. Mc. Campbell

The State of Ohio: Be it remembered that on the 9<sup>th</sup> day of April in the County of Union year of our Lord one thousand eight hundred and eighty one, before me the subscriber, personally came James S. Baldwin, the Grantor in the foregoing Mortgage Debt, and acknowledged the signing and sealing thereof to be his voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof I have hereunto subscribed my name, and affixed my official seal on the day and year aforesaid.

Received for Record April 9<sup>th</sup> 1881 at 5 o'clock P.M. and duly Recorded April 28<sup>th</sup> 1881.  
 J. S. Mc. Campbell, Notary Public  
 E. P. Robinson, Recorder, U. S. C.  
 Exhibit "B"

\$ 307 <sup>67</sup>/<sub>100</sub> Marysville Ohio, March 12th 1881.  
 On or before the first day April 1884, I promise to pay to the order of David Mulford the sum of Three hundred and seven <sup>67</sup>/<sub>100</sub> (\$307 <sup>67</sup>/<sub>100</sub>) dollars. Value received, with six per cent interest. Yearly, from date, till due, and eight per cent interest, yearly, after due till paid.

This note is secured by a Mortgage upon 34 <sup>89</sup>/<sub>100</sub> acres of land in South West corner of Va. Mil. Survey No. 5386 of which it is a part of the purchase price. (Signed) J. S. Baldwin  
 (Endorsed on back, David Mulford)

Principal of above note 307.67 Interest up to February 25, 1887.  
 \$ 157.68 Amount due \$ 459.35

Afterward on the 29 day of Jan. A.D. 1887 the following answer was filed with the Clerk of said Court to wit:

answer  
 No. 5165  
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 vs  
 James S. B.  
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Answer  
No. 5165

Peleg Cranston, Admr. Pff.

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

James S. Baldwin et al. Dfts.

Answer of J. J. Arthur.

And now come J. J. Arthur who is made defendant in the above entitled action, and for answer herein says, That on the 22<sup>d</sup> day of February A. D. 1886, he obtained a Judgment on the Docket of Welch J. P. of Taylor T. P. said Union County Ohio, for the sum of \$70<sup>00</sup> said Judgt. to bear interest at 8 per cent. and costs amounting to \$1<sup>12</sup> That afterwards to-wit, on the 27<sup>th</sup> day of April A. D. 1886, he caused a Transcript of said Judgt. and costs from the Docket of said J. P. to be filed in the clerks office of said Court; and on the same day he caused execution to be issued to the Sheriff of Union County, Ohio, which said execution was afterwards, by the Sheriff of said County and state, for want of goods and chattels levied on the following Real estate, viz. Situate in the Township of Taylor, County of Union and state of Ohio, bounded and described as follows to-wit: Being part of survey No. 829, Beginning at two elms, the S.W. original corner to Survey No. 5386, thence N. 87° E. 95<sup>7</sup>/<sub>10</sub> poles to a stake and stone, thence N. 86° 10' W. 67<sup>7</sup>/<sub>10</sub> poles to a stake, thence S. 87° W. 86<sup>10</sup>/<sub>10</sub> poles to a stake and stone, thence S. 86<sup>7</sup>/<sub>7</sub>° E. 87<sup>7</sup>/<sub>10</sub> poles to the beginning, containing fifty acres more or less. Also the following tract of land situate in the said T. P. county and state and in survey No. 5386, and bounded as follows, Being in the S.W. corner of said Survey; Beginning at a point in the west line of said survey N. 87° E. 100 poles from the S.W. corner of said survey at the S.W. corner of 26 1/2 acres of land, deeded by David Mulford to James W. Robinson; thence with said Robinsons line S. 81<sup>3</sup>/<sub>4</sub>° E. 55<sup>7</sup>/<sub>10</sub> poles to the N.W. corner of 20 acres heretofore sold to Wesley Renhart; thence with said Renharts W. line S. 87° W. 100 poles to the S. line of said survey; thence with the S. line of said Survey N. 81<sup>3</sup>/<sub>4</sub>° W. 55<sup>7</sup>/<sub>10</sub> poles to a point for the S.W. center of said survey, which is S. 87° W. from the N.W. corner of said survey by a line passing through the N.W. corner of Robinsons 26 1/2 acres, through the N.E. and S.E. corner, and with the E. line of the farm lately called the Ward farm, now of E. M. Donalds and through the beginning point above named; thence from said described S.W. corner of said survey N. 87° E. 100 poles to the place of beginning, containing 34<sup>00</sup>/<sub>100</sub> acres being the same premises conveyed to James S. Baldwin by David Mulford and wife by deed bearing date April 9, 1881. That said execution was afterwards on the 17<sup>th</sup> day of June A. D. 1886, returned by said sheriff with increase costs of \$3<sup>34</sup> And by reason of said levy a lien was created upon said above described premises in favor of this defendant. Wherefore this defendant prays the Court, that upon the sale of said premises and distribution of the proceeds of \$70<sup>00</sup> with 8 per cent. interest from said 22<sup>d</sup> day of February 1886, and his costs and increase costs amounting to \$4<sup>42</sup> cents. J. J. Arthur in person.

The State of Ohio.

Union County, ss. J. J. Arthur being duly sworn says he is the above defendant, and that the matters and things set forth in the foregoing Answer are true as he verily believes. J. J. Arthur.

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Sworn to by said J. T. Arthur before me and by him subscribed in my presence, this 29 day of January A. D. 1887.  
 [Seal] J. L. Burgner, Clerk.

Afterward, on the 26 day of Feb. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry No. 5165

Celig Cranston, admr. vs James S. Baldwin.  
 This day this cause came on to be heard upon the answer and cross-petition of Anna S. Holloran the defendant, James S. Baldwin having failed to answer, demur or otherwise object to said answer and cross petition: On consideration whereof and the Court being fully advised in the premises finds that all the allegations of said answer and cross petition are true: and that there is due to the defendant Anna S. Holloran by reason of the notes and mortgage described in the said petition the sum of Seventy three Hundred and two and  $\frac{15}{100}$  Dollars, interest being computed to the first day of this term, and that said amount should draw interest from the 1<sup>st</sup> day of the present term at eight per cent. It is therefore considered adjudged and decreed that unless the said James S. Baldwin pay or cause to be paid to said Anna S. Holloran within three days from this entry said sum of \$ 2302.15 with interest thereon at 8 per cent from the 1<sup>st</sup> day of this term and to the Clerk of this Court the costs herein that an order issue to the sheriff of Union County, commanding him to cause the said premises described in the answer and cross petition of the said Anna S. Holloran to be appraised, advertised, and sold and that he bring the proceeds into Court to await further order.

Afterward, on the 5 day of March, A. D. 1887, 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 26<sup>th</sup> day of Feb. A. D. 1887, in the cause of Celig Cranston Administrator Plaintiff, and J. S. Baldwin et al. Defendant, said Anna M. Holloran obtained a judgment or decree against the said J. S. Baldwin for the sum of twenty three hundred and two and  $\frac{15}{100}$  Dollars, and  $\frac{15}{100}$  Dollars costs of suit; and whereas, it was then and there by said Court ordered, adjudged and decreed, that the said J. S. Baldwin shall within three days from the 26 day of Feb., A. D. 1887, pay unto the said Anna M. Holloran the said sum of twenty three hundred and two and  $\frac{15}{100}$  Dollars with interest from 2<sup>nd</sup> day of Feb. A. D. 1887, 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 issue to the sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiff's petition, &c.; and whereas, the three days aforesaid have fully expired, and the said sum of \$ 2302  $\frac{15}{100}$  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 as situated in as being a original stone: the poles to a containing five ships, both being in the West line said Cur Milford to 81  $\frac{3}{4}$  C. 5. Westey Rim to the South way N. 81  $\frac{3}{4}$  way, which line pass through line of the and thro described place of be conveyed dated Apr 1887 to can ably to the Real Estat you apply and decre make rep Pleas, with you. W and the A. D. 1887. [Seal] The State Union Co hereto an Smith, Co residents appraise the 5<sup>th</sup> day their harb estimate five Dollars ed in the and on the

Sherriff's Return No. 5165

advertise and sell, as aforesaid, the following lands and tenements, to-wit:  
 Situated in the Twp. of Taylor County of Union and State of Ohio, and known  
 as being a part of Survey No. 829, Beginning at two elms the South West  
 original corner to Survey No. 5386: Thence N. 8° E. 90 7/10 poles to a stake and  
 stone: thence N. 56 1/10° W. 87 7/10 poles to a stake and stone: thence S. 8° W. 86 7/10  
 poles to a stake and stone: thence S. 81 7/10° E. 87 7/10 poles to the beginning, con-  
 taining fifty acres more or less: Also the following, situate in said Town-  
 ship, County and State and in Survey No. 5386, and bounded as follows:  
 Being in the South West corner of said Survey beginning at a point in the  
 West line of said Survey N. 8 7/10° E. 100 poles from the South West corner of  
 said Survey at the South West corner of 26 1/2 acres of land deeded by David  
 Mulford to James W. Robinson - Thence with said Robinsons South line  
 S. 81 3/4° E. 55 5/10 poles to the North West corner of 20 acres heretofore sold to  
 Wesley Rinehart: Thence with said Rinehart's West line S. 8 7/10° W. 100 poles  
 to the South line of said Survey: Thence with the South line of said Sur-  
 vey N. 81 7/10° W. 55 5/10 poles to a point for the South West corner of said Sur-  
 vey, which is S. 8 7/10° W. from the North West corner of said Survey by a  
 line passing through the North West corner of Robinsons 26 1/2 acres  
 through the North East and South East corners and with the east  
 line of the farm lately called the Ward farm, now J. & E. Mc. Donalds  
 and through the beginning point above named: Thence from said  
 described South West corner of said Survey N. 8 7/10° E. 100 poles to the  
 place of beginning, containing 34 7/10 acres being the same premises  
 conveyed to James S. Baldwin by David Mulford and wife by deed  
 dated April 9<sup>th</sup> 1881.

We therefore command you that you pro-  
 ceed to carry said order, judgment and decree into execution agree-  
 ably to the tenor thereof, and that you expose to sale the above described  
 Real Estate, under the Statute regulating sales on Execution, and that  
 you apply the proceeds of such sale in satisfaction of said judgment  
 and decree, with costs and interest, as specified therein: and that you  
 make report of your proceedings herein, to our Court of Common  
 Pleas, within sixty days from the date hereof, and bring this order with  
 you. Witness my signature as Clerk of said Court of Common Pleas,  
 and the Seal of said Court, at Marysville, Ohio, this 5<sup>th</sup> day of March  
 A.D. 1887.

[Seal] J. L. Burquer, Clerk.

Sherriff's Return. The State of Ohio, }  
 Union County, ss } In obedience to the command of the Order of Sale  
 hereto annexed I did on the 5<sup>th</sup> day of March 1887, summon George  
 Smith, Elias Kile and W. R. Robinson three disinterested freeholders,  
 residents of said County, who were by me duly sworn to view and  
 appraise the lands and tenements therein described, and afterward, on  
 the 5<sup>th</sup> day of March A.D. 1887, said appraisers returned to me, under  
 their hands and seals, that they did, upon actual view of the premises  
 estimate and appraise the real value in money of the same at Fifty  
 five Dollars pr. acre. A certified copy of said appraisal I forthwith deposit-  
 ed in the office of the Clerk of the Court of Common Pleas of said County,  
 and on the day of 1887, I caused to be advertised in the Union

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County Journal (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 9th day of April A.D. 1887, at 1 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 9th day of April 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 Thomas B. Eulton, who bid for the same the sum of Three thousand three hundred and ninety two Dollars, and said sum being more than two-thirds of the appraised value thereof, and Thomas B. Eulton being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to her for said sum of Three thousand three hundred and ninety two Dollars.

Subv. 30 Summoning & Swearing Appraisers 1.00  
 Writing Appraisal 30  
 Copy of Appraisal 30  
 Notice to Printer 30  
 Mileage 1.28  
 Poundage 18.69  
 Total 22.17  
 Appraisers Fees 30.00  
 Printers Fees 20.79  
 (Total) \$45.96

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

Afterward on the 9th day of April, A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Celq Brantson, Adm. } Court of Common Pleas, No. 5165, Doc. P. Page 130.7  
 vs } Union County O.  
 J. S. Baldwin, 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 for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, April 9, 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 Taylor, County of Union and State of Ohio, and known as being a part of Survey No. 829, Beginning at woodline, the south west original corner to survey No. 5386; thence north 8, east 90 7/8 poles to a stake and stone; thence north 86 1/2 west 87 7/8 poles to a stake and stone; thence south 8, west 86 1/2 poles to a stake and stone; thence south 86 7/8, east 87 7/8 poles to the beginning containing fifty acres more or less.

Also, the following, situated in said Township, County and State and in survey No. 5386, and bounded as follows: Being in the south west corner of said survey, beginning at a point in the west line of said survey, north 8 7/8, east 100 poles from the southwest corner of 261 1/2 acres of land, divided by David Mulford to James W. Robinson; thence with said Robinson's south line, south 81 7/8, east 55 7/8 poles to the north west corner of 26 acres, heretofore, sold to Wesley Rinehart; thence with said Rinehart's west line, south 8 7/8, west 100 poles to the south line of said survey; thence with the south line of said survey, north 81 7/8, west 55 7/8 poles to a point for the south west corner of said survey, which is, south 8 7/8, west from the north west corner of said survey, by a line passing through the north west corner of Robinson's 261 1/2 acres, through the north east and south east corners, and with the east line of the farm lately called the Ward farm; now J. & C. Mc. Donalds, and through the beginning point above named; thence from said described southwest corner of said survey, north 8 7/8, east 100 poles to the place of beginning.

Proof of Publication.  
 No. 5165

Reply.

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containing 34  $\frac{80}{100}$  acres, being the same premises conveyed to James S. Baldwin by said David Mulford and wife by deed, dated April 9<sup>th</sup>, 1881. appraised at \$55. per acre.  
 J. B. Fulton, Attorney.  
 The State of Ohio.  
 Union County, ss. Marion Hopkins,  
 Sheriff of Union County, Ohio.

Proof of Publication.  
 No. 5165

The undersigned, being duly sworn, says that a copy of the annexed notice was published for consecutive weeks in the "Union County Journal," a newspaper of general circulation in the County of Union, the first publication beginning with March 10<sup>th</sup>, 1887. G.M. Keriton sworn to and subscribed before me, this 9<sup>th</sup> day of April 1887.  
 J. L. Burquer, Clerk.

Printer's fees \$20.79

Afterward, on the 11<sup>th</sup> day of May A. D. 1887, the following Reply was filed with the Clerk of said Court, to-wit:

Reply.

Clegg Cranston admr. &c. vs  
 James S. Baldwin et al. } The State of Ohio, Union County,  
 Court of Common Pleas.  
 Reply of Anna M. Holloman to Answer & Cross Petition of Albert H. Ehrenman & David Mulford.

And now comes the defendant Anna M. Holloman, whose lien is junior to that of Albert H. Ehrenman and David Mulford and whose lien will not be paid in full and for Reply to the Answer & cross petition of the said Albert H. Ehrenman and David Mulford and says that there is not the amount due on their note and mortgage claimed by them therein. She says that by the terms of their said note and mortgage they are only entitled to the sum of \$307.67 with 6 per cent interest thereon from March 12 1881 to April 1<sup>st</sup> 1884 and eight per cent interest on \$307.67 from April 1<sup>st</sup> 1884 to date of confirmation of sale. She therefore asks that the Court direct payment to said Albert H. Ehrenman and David Mulford of the sum of \$307.67 with interest thereon from 12-1881 to April 7<sup>th</sup> 1884 at 6 per cent and interest on \$307.67 from April 1<sup>st</sup> 1884 to day of confirmation at eight per cent.  
 Anna M. Holloman By J. B. Fulton her Atty.

The State of Ohio.  
 Union County, ss. J. B. Fulton being first duly sworn according to law says that he is the attorney of Anna M. Holloman duly authorized in the premises, that said Anna M. Holloman is a non-resident of Union County Ohio, and now absent therefrom; and that he believes the facts stated and allegations of the foregoing Reply are true. J. B. Fulton sworn to before me and subscribed in my presence this 11<sup>th</sup> day of May A. D. 1887.  
 John L. Burquer, Clerk.

Afterward on the 16<sup>th</sup> day of May, A. D. 1887, the following Entries were made on the Journal by the Clerk of said Court, to-wit:  
 Clegg Cranston admr. &c. vs  
 J. S. Baldwin et al. } This day this cause on to be heard upon the answer & Cross Petition of Albert H. Ehrenman and David Mulford and the evidence. On consideration whereof and

Entry.

the Court being fully advised in the premises finds there is due thereon the sum of \$451.43 interest being computed to the 1<sup>st</sup> day of this term.

Embry

Leleg Branston, admr. &c  
 vs  
 J. S. Baldwin et al.

This day on motion to the Court by 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 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 it is further ordered that the said sheriff convey to the purchaser Thomas B. Sutton by deed, according to law, the property 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 hereon, 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 records 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 \$3392<sup>00</sup>, it is ordered that the sheriff out of the money in his hands pay: First. To the Treasurer of this County the taxes amounting to the sum of \$90.10 Second. The costs of this action taxed at \$61<sup>00</sup> Thirdly: To the plaintiff the amount heretofore found due him with interest, to wit, \$928<sup>00</sup> Fourthly, To Albert H. Ehrenman and David Mulford the amount found due them, to wit, \$451.43 Fifthly. The balance \$1861.47 to the defendant Anna M. Holloran to apply on the amount found due her on her note & mortgage.

Attest. John L. Burgher, 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 16<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and eighty seven. Heretofore, to wit, on the 28<sup>th</sup> day of June A. D. 1886, the following Petition was filed with the Clerk of said Court, to wit:

Petition

Alice A. White, plff.  
 vs  
 Arwilda Temple, Leander Bosart, Lenora Blue  
 Arabella Rosette. Defts

Court of Common Pleas  
 Union County, Ohio.  
 Petition.

The plaintiff says she is a daughter & lawful heir of John H. Boggard who died in the County of Union in the year 1872. That Arwilda Temple, Leander Bosart, Lenora Blue & Arabella Rosette are also his children & heirs & they five are all of his children & heirs at law. That said plaintiff Alice A. White was married to D. R. White July 15<sup>th</sup> 1856 & they have ever since that time remained husband & wife & resided in the county of Union, Ohio, & she is still a mar-

No. 5132

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 agree, and



-ried woman. That said John H. Bocart left an estate of considerable value consisting of land & personal property & the same should by law descend to his said children & heirs but while under the influence of opiates & stimulants & when his mind was so under said influence & not capable of transacting business & not competent to make a will the said John H. Bocart it is claimed signed a paper purporting to be his will giving his said estate to Barbara Bocart his wife during her life & then to his said son Leander Bocart on the condition that she pay to his said four sisters \$300 each. The said pretended will was admitted to probate in a short time after his death & his widow occupied said real estate during her life but she is now deceased to wit, August 7, 1885. The plaintiff says said will or pretended will was not the will of said John H. Bocart because she says he was not at the time of its pretended execution of sound mind & the same should be set aside & held for naught. A copy of said paper is hereto attached. Therefore plaintiff prays that said will be set aside & held for naught & the plaintiff & said heirs admitted to have & enjoy said estate the same as if the same had not been probated.

Robinson & Piper, Attys for plff.

The State of Ohio,  
Union County, ss.

The plaintiff Alice A. White being duly sworn deposes & says she believes the allegations of the foregoing petition are true.  
Alice A. White

Sworn to before me & signed in my presence this 28<sup>th</sup> of June 1886.  
J. L. Burgner, Clerk.

We hereby waive the issuing and service of process and enter our appearance to this suit.  
Arwilda Temple, Arabelle Boette, Senora L. Blue, L. W. Bocart

Certified Copy of Will.

In the name of the Benevolent Father of all, I, John H. Bocart of the Township of Washington in the County of Union and state of Ohio make and constitute this my last will and Testament. Item 1<sup>st</sup> I give and bequeath to my beloved wife, Barbara Bocart my farm on which I now live of 65 acres in Survey 12289 to have and to hold for the support of herself and the minor children, also all my personal property both in the house and on the farm, to have and to hold her lifetime, and it is my will that my daughter Arabelle Bocart is to have one cow and calf and Senora L. Bocart is to have one calf and that my son Leander Bocart is to have my saddle and also the said farm at his mother's death, by paying my four daughters Arwilda Temple, Arabelle Bocart, Senora L. Bocart & Alice A. White, Three hundred Dollars apiece in all Twelve hundred Dollars to be paid as follows, Five years after the death of Barbara Bocart, he is to pay Four hundred Dollars, and in one year from that time Four hundred more, and in two years, Four hundred more. It is my will that my son Leander should tend the farm so long as he does it in a husband like manner, or as he and his mother can agree, and I hereby appoint, Barbara Bocart my wife, and Leander

Bosart my son, Executors of this my last Will and testament and they are to sell enough of property at private or public sale to pay all my just debts. In testimony whereof I have hereunto set my hand and affixed my seal, this March 1<sup>st</sup> 1873, signed and acknowledged by the said John H. Bosart, his last will and testament.

John H. Bosart. Seal

Signed in my presence, Attest, John E. Lawrence, William Whitely  
in the State of Ohio.

Union County, I John B. Coats Sole Judge and Ex-Officio Clerk of the Probate Court within and for the County of Union do hereby certify that the foregoing is a true copy of the Last Will and Testament of John H. Bosart deceased, late of said Union County, Ohio, together with the entry of Probate thereof, as the same remains on file and probate (and record) in said Court, and in my custody.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court at Marysville, Ohio, this Fifth day of June A.D. 1886.

John B. Coats, Judge and Ex-Officio Clerk.

Afterward, on the 1<sup>st</sup> day of Sept. A.D. 1886, the following Motion was filed with the Clerk of said Court, to-wit:

Motion.

No. 5132

Alice A. White Off. vs Union County Court of Common Pleas, Ohio.  
Arvilla Temple et al. Defendants; Motion to Petition by Sarah E. Harper. Now comes Sarah E. Harper and moves the Court to require the Plaintiff to make said Sarah E. Harper a party Defendant to this action for the following reasons, to-wit: That on the 21<sup>st</sup> day of January A.D. 1869 she was lawfully married to the one of the defendants to-wit, Leander Bosart that she lived with him until the 30<sup>th</sup> day of September A.D. 1873 when said Leander Bosart left the said Sarah E. Harper then Bosart. That afterward to-wit: on or about the day of 1873 she filed a petition in the Court of Common Pleas of Union County, Ohio, praying for a Divorce and alimony from the said Leander Bosart and at the same time obtained an injunction to prevent the said Leander Bosart from disposing of or encumbering his property. That afterward at the June term of said Court said Sarah E. Bosart obtained a Decree of Divorce and alimony against the said Leander Bosart and in that decree among other things she was Decreed all his right title and interest in and to this said land described in said Petition and in the will of John Bosart Deceased and said Leander Bosart was forever enjoined from in any manner interfering with her right of title and occupancy of the same. Further said Sarah E. Harper says that upon the death of the said Barbara Bosart in August 7<sup>th</sup> 1885 she took peaceable possession of said premises and is now in possession of the same. Said Sarah E. Harper further moves to strike the name of Leander Bosart from said Petition and insert her name for the reason that said Leander Bosart has no right title or interest in said land whatever but that she is the only proper owner of said Real Estate. Sarah E. Harper by J. M. Kennedy, her atty.

After made on the Alice A. W. vs Aravilda suit and said petition in the presence of Harper a party Bosart per is given. Answer. Aravilda a party files this day of Sept. Defendant Abandon Petition is ing for D. to-wit, C. Bosart who ward at said Sarah from the and Edw. by the C. art to or. art Deceas from in a said prop was never in full fee per says widow of J. created by upon she by virtue of said P. she admi Bosart but Opiates or will, or th

Afterward, on the 8<sup>th</sup> day of Nov. A. D. 1886, the following Entry was made on the Journal, by the Clerk of said Court, to wit:

Entry  
No. 5132

Alice A. White vs Aravilda Temple et al. This day this cause came on for hearing on motion to make Sarah E. Harper a party to said suit and the further motion to strike the name of Leander Bocart from said petition as not a proper party. And the Court being fully advised in the premises do sustain said motion as to making said Sarah E. Harper a party thereto; and as to the motion to strike the name of Leander Bocart from said petition is overruled and the said Sarah E. Harper is given 30 days to file answer and this cause continued.

Afterward, on the 18<sup>th</sup> day of Nov. A. D. 1886, the following Answer was filed with the Clerk of said Court, to wit:

Answer

Alice A. White, Plaintiff, vs Aravilda Temple, et als. In Union County Court of Common Pleas. Separate Answer of Sarah E. Harper. Now comes Sarah E. Harper who was made a party hereto by the order of this Court and by leave of the Court files this her answer hereto, and says: That on the 21<sup>st</sup> day of January A. D. 1869, she was lawfully married to one of the defendants, to wit: Leander Bocart. That she lived with said Leander Bocart until the 30<sup>th</sup> day of September A. D. 1873 when said Leander Bocart abandoned said Defendant Sarah E. Bocart: now Sarah E. Harper; That upon said abandonment by said Leander Bocart this defendant filed her Petition in the Court of Common Pleas of Union County Ohio, praying for Divorce & alimony & the custody of their minor children, to-wit, Clara A. Bocart then about four <sup>Josephine Bocart three years old</sup> years old, and Laura Belle Bocart who was at that time less than a year old; and that afterward at the June term 1874 of said court, the Court granted the said Sarah E. the then wife of the said Leander Bocart a Divorce from the said Bocart and decreed her the custody care & control and Education of said children and was at the same time Decreed by the Court all of the right title and interest of the said Leander Bocart to or in the Real Estate devised by the will of the said John H. Bocart Deceased, and the said Leander Bocart was there forever enjoined from in any manner interfering with said right of this defendant in said property. Said Decree of the Court in relation to said alimony was never appealed from, or set aside or vacated, and still remains in full force in Law. Further answering the said Sarah E. Harper says that on the 7<sup>th</sup> day of August A. D. 1885 Barbara Bocart the widow of John H. Bocart and the owner of the life Estate which was created by the will of John H. Bocart Dec. Died and immediately there upon she took peaceable possession of said real estate under and by virtue of her decree therefor, and is now in Peaceable possession of said Real Estate. Further answering said defendant says that she admits the Execution of the will and the Death of said John H. Bocart but denies said John H. Bocart was under the influence of Opiates or stimulants, at the time of the Execution of his said will, or that he was not of sound mind and memory at the time

of execution of said will, and denies said will was not the valid will of John H. Bocart Deceased. Further answering said Defendant says that said plaintiff ought not to maintain her said action for the reason that her and the other defendants (except this defendant upon the death of said Barbara Bocart took immediate possession of the personal property devised to them by said will after the death of their mother and divided the same among themselves according to the terms of said will, and therefore ratified said will, as the valid and subsisting will of John H. Bocart Deceased. Said Defendant further answering says she denies that said real estate or any part thereof should descend to the plaintiff either of the other of said Defendants but that the same is disposed of by the will of said John H. Bocart Deceased and that said will was the valid will of John H. Bocart Deceased and that by the terms of said will said lands therein described became the lands of Leander Bocart, upon his performing the conditions therein named, and that by a decree of this court she is the owner of and entitled to the full share and interest of Leander Bocart in said Real Estate and is in peaceable possession of the same under the Decree of this Court and is ready willing and able to perform all of the obligations of said will. She therefore prays that the petition of the Plaintiff be dismissed and that said will of John H. Bocart to be his valid will and that she have her rights protected and perpetuated in said lands so willed and decreed to her, subject to the obligations imposed under said will of John H. Bocart Deceased and that she recover her costs herein expended and for all proper relief. J. M. Kennedy, Atty for Defend. Harper.

State of Ohio.

Union County, ss: Sarah E. Harper being duly sworn says the facts and allegations of the foregoing answer are as she believes true.

Sarah E. Harper.

Sworn to and subscribed before me this 13 day of November A.D. 1886.  
Wm Smith Justice of the Peace.

Afterward, on the 1 day of Mar. A.D. 1887, the following answer etc was filed with the clerk of said Court, to wit:

Alice A. White } Court of Common Pleas  
as } Union County, Ohio.

Answer etc

Arwidla Temple et als } Cross petition & answer.

No. 5132

Now comes Leander Bocart & for answer & cross petition says he never considered the said pretended will was the will of the said John H. Bocart but says he was at the time he signed the same under the influence & power of pain & medicines to the degree of being unable to make a valid will & for that reason he never claimed under it. He further answering says said pretended decree against him for alimony was void & of no effect as he is informed & believes & avers the same having been obtained without his knowledge & without notice to him but as said Sarah E. Harper took care of his children he never took any steps to regain the personal property which she rec'd of the value of over eleven hundred dollars and he says she knew his residence at the time she filed her proceedings for divorce & alimony in this court & yet she made oath that she did not, so as to avoid

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Reply

No. 5132

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the necessity of giving him notice thereof & denies all other allegations of said answer contradictory of the plff's petition. That he has never intended to claim anything under said will or to comply with its terms by paying the legacies therein mentioned as his sisters well knew and he asks that the cloud cast over said title to said real estate by said pretended decree for alimony <sup>by said pretended will</sup> be removed by the decree of this Court quieting the title of said heirs at law against said claim of the said Sarah E. Harper & asks such other relief as law & equity requires. Robinson & Piper, Attys for Leander Bocart.

The State of Ohio,  
 Union County, ss. Leander Bocart being duly sworn deposes & says he believes the allegations of the foregoing answer & cross petition are true  
 L. M. Bocart.

Sworn to before me & signed in my presence this 1<sup>st</sup> day of March 1887. Seal J. D. Burgner, Clerk.

Afterward, on the 1<sup>st</sup> day of March, A. D. 1887, the following Reply was filed with the Clerk of said Court, to wit:

Reply  
 No. 5132  
 Alice A. White vs Court of Common Pleas, Union County, Ohio.  
 Reply.  
 Arwilda Seymple et al. The said plaintiff for Reply to the Answer of the said Sarah E. Harper says the said Court granting Alimony &c to which said answer refers, had no jurisdiction of the party Leander Bocart in said cause by a lawful notice so as to give said Court power and jurisdiction to render said pretended decree for alimony & said pretended decree for alimony is void & of no effect & of no legal effect whatever and said decree is indefinite & uncertain and insufficient to pass the title to said real estate to said Sarah E. Harper & further she says said Sarah E. Harper obtained said decree by fraud by making oath that she did not know the residence of said Leander Bocart when in fact she did know it & made said oath in order to prevent him from knowing of said proceedings & further she denies that she or either of said heirs recognized said pretended will in any form & the property divided between said heirs was the property of their mother & not of the estate of John Bocart dec'd & further she says said Sarah E. Harper has not paid anything on said pretended legacies or done any other thing under it except she has obtained possession of said real estate but they says her possession is illegal & without right and she denies the other allegations of said answer of Sarah E. Harper and therefore she in addition to her prayer for the setting aside said pretended will she asks that the cloud of title created by said pretended decree for alimony be removed by the decree of this court.  
 Robinson & Piper, Attys for plff.

The State of Ohio,  
 Union County, ss. Alice A. White being duly sworn deposes & says she believes the allegations of the foregoing Reply are true.  
 Alice A. White.

Sworn to before me & signed in my presence this 1<sup>st</sup> day of March 1887. Seal J. D. Burgner, Clerk.

Afterward, on the 1 day of March A.D. 1887, the following Demurrers were filed with the Clerk of said Court, to-wit:

Demurrer No. 5132  
Alice A. White, Plff vs Arwilda Temple et al. Defts. Demurrer.

Now comes the defendant Sarah E. Harper and Demurs to the Reply of the Plaintiff and for cause says... said Reply does not state facts sufficient to constitute a Defense to the answer of said defendant  
J.M. Kennedy, atty for Mrs Harper.

Demurrer No. 5132  
Alice A. White, Plff vs Arwilda Temple et al. Defts. Demurrer to answer & cross Petition of Leander Boeart. Now comes the Defendant Sarah E. Harper and Demurs to the said answer and cross-petition of Leander Boeart, and for cause says That said answer & cross petition does not state facts sufficient for a defense to the answer of the said Sarah E. Harper.  
J.M. Kennedy atty for Mrs Harper.

Afterward on the 2 day of March, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry No. 5132  
Alice A. White vs A Temple et al. On motion it is ordered by the court that the following issue be submitted & tried to a jury to-wit:  
Is the paper writing produced & a copy of which is attached to the plaintiffs petition purporting to be the will of John H. Boeart, in fact the valid last will & testament of the said John H. Boeart dec'd.

Afterward, on the 3 day of March, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry No. 5132  
Alice A. White, Plaintiff vs A. Temple et al. 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: L.H. Heddington, John B. Miller, Andrew Anderson, Charles Randall, Elias Kyle, W. P. Thompson, Wm. E. Snodgrass, W. R. Robinson, J. H. Southard, David Edwards, S. D. Mather, W. S. James, who, being duly empaneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors, retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit:

Verdict No. 5132  
Alice A. White, Plff vs A. Temple et al. Defts. The State of Ohio, Union County, ss. Court of Com Pleas Feb. Term, 1887. To-wit: March 3rd 1887  
We the Jury on the issue joined find that the paper writing

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Entry No. 5132 Arwilda E Court. hav

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Petition vs Robert Smo William L Samuel W

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here shown to us and admitted to probate in the Probate Court of Union county, State of Ohio, purporting to be the last will and Testament of John H. Bosart deceased, is the valid last will and Testament of the said John H. Bosart deceased. David Edwards, Foreman.

Afterward, on the 9 day of June A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court to wit:

Entry vs Alice A. White. This day came the parties by their attorneys, Alwilda Simple et al. and the Jury in this case at the last term of this Court having brought in their verdict in favor of said will; it is therefore considered and adjudged by the Court, that the said paper writing is the valid last will and testament of the said John H. Bosart deceased. Thereupon came the said Leander Bosart one of the defendants and gave notice of a motion and answer and cross petition to set aside the decree in the case of Sarah E. Bosart (now Harper) vs said Leander Bosart for Alimony in the Court of Common Pleas at its June term thereof A. D. 1874 granting to said Sarah E. Bosart all of the rights of said Leander in the lands willed to him by the above will of John H. Bosart deceased, and it is expressly agreed and ordered by the Court that the above decree in this case to contest the will shall in no way interfere with or effect or bar any right said Leander Bosart may have to set aside the said decree for alimony under the law or contest its effect. It is therefore considered and adjudged by the Court that the defendant Sarah E. Harper recover of the plaintiff her costs herein expended taxed to \$.

Attest John I. Burdner, 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 16 day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Clerk for, to wit, on the 20 day of Dec. A. D. 1886, the following Petition was filed with the Clerk of said Court, to wit:

Joseph W. Bartmell and William L. Bartmell Executors of Estate of Samuel M. Bartmell Deceased, Plaintiff vs Samuel M. Bartmell Deceased, Plaintiff Union County, Ohio.

Petition vs Robert Snodgrass, Defendant. Plaintiff says, that on or about the 31st day of July, A. D. 1883 they were duly appointed and qualified as executors of the last will and testament of Samuel M. Bartmell deceased by the Probate Court of said Union County, Ohio. That during the lifetime of the said Samuel M. Bartmell to wit on the 16th day of March A. D. 1876 by the consideration of Esquire Wesley Garrard, a Justice of the Peace in and

for Paris Township Union County Ohio a judgment was duly given in favor of the said Samuel M. Bartonell against C.H. Bliss + The defendant Robert Snodgrass for the sum one hundred four and  $\frac{5}{100}$  Dollars (\$104. $\frac{5}{100}$ ) damages and \$2.50 costs. The transcript of which judgment is hereto attached marked "A". No part of said judgment has been paid. The said C.H. Bliss died some years since wholly insolvent. Plaintiffs say that there is due from as the executors of the said Samuel M. Bartonell the sum of one hundred four +  $\frac{5}{100}$  Dollars + \$2.50 costs making sum of \$107. $\frac{5}{100}$  which they claim as said executors of said estate and for which they ask judgment with interest thereon from the 16<sup>th</sup> day of March A.D. 1876. Robinson + Piper, Atty. for Plaintiffs.

State of Ohio,  
Union County, ss. Joseph W. Bartonell being duly sworn according to law says he is one of the executors of the said Samuel M. Bartonell deceased plaintiff herein and that the facts stated and the allegations in foregoing petition are as he believes true.

Joseph W. Bartonell.

Sworn to before me by Joseph W. Bartonell and by him subscribed in my presence this 20<sup>th</sup> day of December A.D. 1886.

Deal. J. Q. Burgner, Clerk.

Joseph W. Bartonell and William S. Bartonell }  
Executors of last will and testament of Samuel M. }  
Bartonell Dec'd, Plaintiffs. } Court of Common Pleas, Union County, Ohio.

vs  
Robert Snodgrass, Defendant. } Affidavit for Service by Publication

Joseph W. Bartonell one of plaintiffs in above entitled action being duly sworn says that service of summons cannot be made in this state on the defendant Robert Snodgrass and that the cause is one of those mentioned in section 5048 of the Revised Statute of Ohio.

Joseph W. Bartonell.

Sworn to before me by Joseph W. Bartonell and by him subscribed in my presence this 20<sup>th</sup> day of December A.D. 1886.

Deal. J. Q. Burgner, Clerk.

Joseph W. Bartonell and William S. Bartonell ex etc }  
Plaintiffs. } Court of Common Pleas, Union County, Ohio.

vs  
Robert Snodgrass, Defendant. } Affidavit.

Joseph W. Bartonell one of plaintiffs being duly sworn says that the claim which is the subject of this action is a judgment taken against the defendant Robert Snodgrass + C.H. Bliss dated March 16 1876 for \$104. $\frac{5}{100}$  + costs \$2.50 at six per cent. interest per annum. The amount of said claim is the said sum of \$107. $\frac{5}{100}$  and at 6% per annum from the said 16<sup>th</sup> day of March 1876. That said claim is just, that the said defendant Robert Snodgrass is a non-resident of the said state of Ohio.

Joseph W. Bartonell.

Sworn to before me by Joseph W. Bartonell and by him subscribed in my presence this 18<sup>th</sup> day of December A.D. 1886.

Deal. J. Q. Burgner, Clerk.

Receipt  
No. 5223 -  
Joseph W. Bartonell  
vs  
Robert Snodgrass  
joining petition  
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per annum

Afternoon  
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Joseph W. Bartonell  
vs  
Robert Snodgrass

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Affidavit

No. 5223

Affidavit



Joseph W. Bartmell et al. vs Robert Snodgrass.  
 Court of Com. Pleas Union County Ohio.  
 No. 223 - To Clerk - Issue summons upon the foregoing petition for Robert Snodgrass directed to Sheriff of Union County Ohio, endorse amt claimed 107<sup>02</sup> with interest from March 16<sup>th</sup> 1876, at 6% per annum and Issue order of Attachment.  
 Robinson & Piper, Attys for Plaintiffs.

Afterward, on the 20<sup>th</sup> day of December A.D. 1886, the following Order of Attachment was issued by the Clerk of said Court, to wit:  
 The State of Ohio Union County ss.  
 Court of Common Pleas of Union County.  
 as  
 Robert Snodgrass, Defendants.  
 To the Sheriff of Union County.  
 You are commanded to attach and safely keep the lands, tenements, goods chattels, stocks or interests in stocks, rights, credits, moneys and effects of the defendant Robert Snodgrass not exempt by law from being applied to the payment of the claims of the plaintiffs, Joseph W. Bartmell and or so much thereof as will satisfy their claim for \$107<sup>02</sup> with 6% int. from the 16<sup>th</sup> day of March 1876, and also for forty Dollars, the probable cost of this action. You will make due return of this writ on the 3<sup>rd</sup> day of January A.D. 1887. Witness my hand and the Seal of said Court, this 20<sup>th</sup> day of December A.D. 1886.  
 J. J. Burquer, Clerk.

The State of Ohio, Union County, ss. I hereby certify the foregoing to be a true copy of the original writ to me directed.

Said Writ returned and filed Jan. 3<sup>rd</sup> A.D. 1887, endorsed as follows, to wit:

Office Sheriff of Union County, Ohio. Dec. 22<sup>nd</sup> A.D. 1886.  
 Received this order on the 20<sup>th</sup> day of December A.D. 1886, and agree-ably to the command thereof, I did, on the 22<sup>nd</sup> day of December A.D. 1886, in the presence of George W. Court and G. J. Moore two free holders of said County, attach the interest of Robert Snodgrass in 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".  
 Sheriff's Fees. Service, 30 Copies, 60 Mileage, 16 Sum. & Saver. App's 1.20 Inventory and App' 1.00 Total \$3.26  
 Schedule "A":

We, Marion Hopkins Sheriff of Union County, and George W. Court and G. J. Moore two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of Robert Snodgrass and hereinafter described as follows:  
 Situate in the Village of Mansville, County of Union and State of Ohio, and bounded and described as follows, being part of out Lot No. 3

in said village, beginning at a stake on the south line of centre street running West 125 feet with centre street to corner of lot now owned by G. Blith; thence N. 10 poles with G. C. Clark's line; thence E. 50 feet with line of lot now owned by A. J. Whitney to a stake; thence N. 10 poles to the beginning appraised at \$2500<sup>00</sup> Also: the following premises in Mansfield, Union County, Ohio, to-wit: In Lot Number 44 in said town of Mansfield in the County of Union aforesaid, being the premises conveyed to Cyrus Dyer of Dennis Adams & wife by warranty deed dated the 10<sup>th</sup> day of May 1855 recorded in the recorder's office of Union County July 8<sup>th</sup> 1850 in Book No. 13 Page 403 Appraised at \$3500<sup>00</sup> Given under our hands this 21<sup>st</sup> day of Dec. A. D. 1886.

M. Hopkins, Sheriff, J. W. Court, J. F. Moore.

Whereas, on the 20<sup>th</sup> day of December 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 aforesaid.

We command you to advise Robert Brodygrass that he has been sued by Joseph W. Cartmell and A. L. Cartmell Executors of the estate of Samuel M. Cartmell deceased in the Court of Common Pleas of Union County, and that unless he answers by the 22<sup>nd</sup> day of Jan. A. D. 1887 the petition of said plaintiffs against him filed in the Clerk's Office of said Court, such petition shall be taken as true, and judgment rendered accordingly. You will advise said defendant on the 3<sup>rd</sup> day of January A. D. 1887. Witness my hand and the seal of said Court, this 20<sup>th</sup> day of December A. D. 1886.

Deals

J. L. Berger, Clerk.

Endorsed. In action for amt claimed \$107.02 with int. from Mar 16<sup>th</sup> 1876 at 6% per annum. Robinson Piper Plaintiff's Atty.

Said writ returned and filed Jan 5<sup>th</sup> A. D. 1886, endorsed as follows, to-wit:

The State of Ohio.

Sherriff's Return.

Union County, ss: Received this Writ Dec. 20 A. D. 1886; at 10 o'clock A. M. The within named defendant Robert Brodygrass not found in any county. Mileage 16 Copy 20 Total 36 M. Hopkins, Sheriff

Whereas, on the 17<sup>th</sup> day of Dec. A. D. 1886, the following legal notice was filed with the Clerk of said Court, to-wit:

Legal Notice Robert Brodygrass of Leadville, in the County of Lake, in the State of Colorado, will take notice that Joseph W. Cartmell and William L. Cartmell, as Executors of the last Will and Testament of Samuel Cartmell, deceased, filed on the 20<sup>th</sup> day of December A. D. 1886, file their petition in the Court of Common Pleas in the County of Union and State of Ohio, setting forth that the said Samuel Cartmell when in full life, to-wit: on the 16<sup>th</sup> day of March A. D. 1876, did by the consideration of Wesley Bernard, a Justice of the Peace within and for said County of Union, recover a judgment against the said Robert Brodygrass and F. H. Biss for the sum of \$104.52 and \$2.50 costs. That no part of said judgment or costs have been paid; that said

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No. 5223

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G. H. Bliss died insolvent sometime since. By reason of the petition and affidavit hereto attached an order of attachment was by the Clerk of said Court issued and levied upon the following described real estate, situate in the village of Marysville, in said county of Union, and State of Ohio, in which said Robert Snodgrass has an interest as one of the heirs of George Snodgrass, late of said county of Union, deceased and bounded and described as follows, to wit: Being part of Out-lot No. 3 in the village of Marysville, beginning at a stake on the south line of Center street, running west 50 feet with Center street to corner of lot now owned by J. A. Fleck; thence south 10 poles with J. A. Fleck's line; thence west 50 feet with line of lot now owned by A. J. Whitney to a stake; thence south 10 poles to the beginning. Also the following premises in said village part of lot No. 44, about 44 feet off east end of said lot. The said Robert Snodgrass is notified that he is required to appear and answer said petition on or before February 26<sup>th</sup> 1887.

Robinsons & Piper, Attorneys for Plaintiffs

January 19<sup>th</sup>, 1887 - C.W.

printers fees 17.<sup>50</sup>

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 January 19-1887.

W. O. Cheaner.

Suborn to and subscribed before me, this 17 day of May 1887.

J. L. Babiquar, Clerk.

Afterward, on the 16 day of May A. D. 1887, the following entry was made on the Journal by the Clerk of said Court, to wit:

Joseph W. Cartmell & Wm. L. Cartmell, Ex'rs of the will of Samuel Cartmell dec'd. No. 5223

vs Robert Snodgrass, def't.

notice of the pendency of this cause on the defendant and the court being fully satisfied in the premises do find for the plaintiff against the Defendant Robert Snodgrass & that there is due plaintiff from said defendant as alleged in said petition the sum of \$178.<sup>25</sup>

It is therefore considered ordered and adjudged by the Court that plaintiff recover of said defendant said sum of One hundred & seventy eight & <sup>25</sup>/<sub>100</sub> dollars with interest from the first day of the term of this Court - And the court find that the writ of attachment issued properly in this case but there being some dispute as to what interest said Robert Snodgrass has in the real estate attached and whether Silas Snodgrass owns any interest in said Robert Snodgrass share of said land attached, therefore on motion of said Silas Snodgrass he is allowed to become a party & file his answer setting up any interest he may claim in said property and that the entry of the above shall in no way prejudice or affect the rights of Silas Snodgrass within ten days to which time his cause is passed for further order.

Entry No. 5223

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Afterward, on the 25<sup>th</sup> day of May A.D. 1887, the following answer was filed with the clerk of said Court, to-wit:

Joseph W. Cartmell, et al. } The State of Ohio, Union County,  
 vs } Court of Common Pleas.  
 Robert Chadgrass } Answer of Elias L. Chadgrass.

Answer  
 No. 5223

And now comes Elias L. Chadgrass, and having been made a party herein by leave of Court, for answer, says: That on the 11<sup>th</sup> day of December 1882, and for several years prior thereto he was a resident of the State of Colorado; that the defendant Robert Chadgrass was at that time also a resident of said State of Colorado. This defendant further answering says that the defendant Robert Chadgrass is his brother, they being the children of George Chadgrass and Hannah Chadgrass. He further says that their mother Hannah Chadgrass departed this life on the 5<sup>th</sup> day of December 1881, and that in due time defendants were notified of her death: that he understood and believed that his mother died seized of the following described real estate, situate in the Village of Marysville County of Union and State of Ohio, and bounded and described as follows, to-wit: part of Lot No. 8 in said Village, beginning at a stake on the south side of Centre street, thence running west fifty (50) feet with Centre street, thence running to corner of lot now owned by J. C. Fleck; thence south 10 poles with J. C. Fleck's line; thence east fifty (50) feet, with the line of lot owned by A. J. Whitney, to a stake; thence North 10 poles to the beginning, and also the following premises in said Marysville, being 44 feet off the east side of the lot number 44 in said town of Marysville in the County of Union, aforesaid, being part of the premises conveyed to Cyrus Day and wife by warranty deed dated May 10<sup>th</sup> 1856, and being the same premises attempted to be attached herein. He further says that he understood and believed that their mother by will had left to Robert Chadgrass the defendant one sixth of her entire estate, but that said will was not to be opened or recorded until after the death of their father George Chadgrass; that relying upon the facts above stated and supposing them to be true, this defendant agreed to purchase and did purchase of the said Robert Chadgrass all the interest he, the said Robert Chadgrass, had in the premises above described under and by virtue of the said will, which they each supposed was one undivided one sixth, and that the said Robert Chadgrass, in consideration of the sum of One Thousand Dollars, executed and delivered to this defendant his deed therefor, a copy of which is hereto attached marked "Exhibit A" and made part hereof. This defendant further answering says that until after the death of his father and until after the beginning of this action he had supposed that the property described herein belonged had belonged to his mother in her life time and had been willed by her as above set forth; that since the beginning of this action he has learned that his mother did not own all the property above described, but that she owned a half interest in the first described lot, and the whole of the second described lot, and that by her will she left all she did own to her husband George Chadgrass, who owned the other half of the first described piece, but he says that it was the common understanding among the members of

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the family that by the terms of the said will their father only had a life estate in their mother's property. This defendant further says that their father George Snodgrass departed this life in the month of December 1886, and by his will devised to the defendant Robert Snodgrass after the payment of a legacy of fifty dollars one undivided one-sixth of the above described property less Two Hundred Dollars. This defendant further answers and says that it was the intention of the defendant Robert Snodgrass at the time he made the deed aforesaid to convey to this defendant one undivided one-sixth of the said property and that it was the intention of this defendant to buy one undivided one-sixth of said property and that the consideration therefore was paid by this defendant to said Robert Snodgrass at the time of the execution of the said deed. This defendant further says that the said deed made by Robert Snodgrass as aforesaid is defective and that it does not convey to this defendant one undivided one-sixth of said property or any other portion, and this defendant further says that at the time said deed was made said Robert Snodgrass had no legal title to said property whatever, although this defendant and the said Robert each thought that he owned one sixth therein and this defendant paid him therefor. This defendant further says that the said Robert Snodgrass is insolvent. This defendant further says that by the terms of the will of their father George Snodgrass the defendant Robert Snodgrass came into possession of one undivided one sixth of said property, after the payment out of said property of a legacy of fifty Dollars and after deducting from one sixth of the remainder Two Hundred Dollars. Wherefore this defendant prays the court that the deed to him by Robert Snodgrass be reformed so as to convey to this defendant the one sixth of the said property above described subject to the payment of the said fifty Dollars and the said Two Hundred Dollars in the manner aforesaid, and that if that cannot be done, that then the title of the said one sixth of said property subject to the payment of said fifty Dollars and Two Hundred Dollars, be granted in this defendant as against the defendant Robert Snodgrass and the plaintiff herein and for all other and proper relief that he may be entitled to either in law or equity.

J. L. Cannon & J. B. Tutton, Attys for Silas Snodgrass

The State of Ohio  
 Union County, ss. J. B. Tutton being first duly sworn according to law says that he is one of the attorneys for the said Silas Snodgrass duly authorized in the premises that the said Silas Snodgrass 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 answer are true.

J. B. Tutton.  
 Sworn to before me and subscribed in my presence this 25<sup>th</sup> day of May 1887.  
 C. D. Buquier, Clerk.

Exhibit "A"  
 I know all men by these presents that I Robert Snodgrass of the County of Lake and State of Colorado, in consideration of the sum of

of One Thousand Dollars to me in hand paid by S. H. Snodgrass of the County of Lake and State of Colorado have by these presents conveyed and sold and conveyed all my right, title and interest in the property real personal and mixed owned by Hannah Snodgrass deceased and which was by her willed to me which will has not been proved nor will it be until the death of George Snodgrass the husband of said Hannah Snodgrass for a full and complete description of the property hereby conveyed reference is made to said will and the said description is made a part hereof said will was made in the County of Nelson and State of Ohio and will be probated and recorded in the Probate Court of said County and State. In witness whereof I have hereunto set my hand and seal this 11<sup>th</sup> day of December 1882. Robert Snodgrass Seal

Attest, Abel Cross, Notary Public  
 The State of Colorado, Lake County s. s.

Personally appeared before me a Notary Public in and for said County and State Robert Snodgrass who is personally known to me to be the person who signed the foregoing deed and acknowledged that he signed and sealed the same for the uses and purposes therein stated and of his free will and accord. In witness whereof I have hereunto set my hand and official seal the day and year above written, to-wit: December 11<sup>th</sup> 1882.

Attest, Abel Cross, Notary Public

Filed for record December 22 1886. Recorded January 5<sup>th</sup> 1887 in Book 58 on page 515 -

Afterward, on the 25<sup>th</sup> day of May A. D. 1887, the following Demurrer was filed with the Clerk of said Court, to-wit:

Demurrer. Joseph W. Cartmell et al. vs. Robert Snodgrass. Court of Common Pleas, Union County, Ohio. Demurrer.

No. 5223 The plaintiffs now come & demur to the answer of the said Elias Snodgrass - for cause of demurrer says 1<sup>st</sup> The said answer does not constitute a defense to the plaintiffs action or petition for order of sale in the attachment seizing said real estate. 2<sup>nd</sup> The said answer does not give facts sufficient to constitute a defense or a ground of relief sought by said Elias Snodgrass or any other relief to him. 3<sup>rd</sup> Said answer sheweth said Robert Snodgrass at the time he made said pretended deed to Elias Snodgrass had no interest present or contingent in said real estate & had none until the death of his father in 1886. 4<sup>th</sup> Said pretended deed is uncertain, indefinite & void. 5<sup>th</sup> Said answer is otherwise uncertain indefinite & insufficient. Robinson & Piper, Attys for plffs.

Afterward, on the 9<sup>th</sup> day of June A. D. 1887, the following Entry was made in the Journal by the Clerk of said Court, to-wit:

Entry. Joseph W. Cartmell Admr. etc. vs. Robert Snodgrass. This day came the parties by their attorney and this cause came on to be heard upon the demurrer of Plaintiff to the Answer of Elias S. Snodgrass, was argued by counsel and submitted to the court. Whereupon the Court being fully advised

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Book 58 No. 5223

Robert Snodgrass vs. the heirs of Robert Snodgrass deceased. The plaintiff claims the land by the will of the deceased. The defendant claims the land by the will of the deceased. The court has decided in favor of the plaintiff.

Pleas. vs. Robert Snodgrass. The court has decided in favor of the plaintiff.

Petition. No. 5224

Robert Snodgrass vs. the heirs of Robert Snodgrass deceased. The court has decided in favor of the plaintiff.

ed in the premises and upon full consideration of the same to sustain the said demurrer and defendant then asked leave to July 1<sup>st</sup> next to file a amended answer herein and the Court do grant such leave.

Afterward, on the 11<sup>th</sup> day of July A.D. 1887, the following Entry was made in the the Journal by the Clerk of said Court, to-wit:

Entry  
No. 3223

vs  
This day came the parties and by Robert Snodgrass and Silas Snodgrass consent the continuance is opened up and the said Silas Snodgrass with draws his request to file a amended answer and submits the cause to the Court. Whereupon the Court sustain the demurrer to the answer of Silas Snodgrass to which he excepts and he not desiring to plead further it is considered, ordered and decreed by the Court that unless the said Robert Snodgrass pay within thirty days the amount of the judgment and costs and interest rendered herein against him in the plaintiffs favor that an order of sale issue on plaintiffs application to the Clerk, commanding the Sheriff to appraise, advertise and sell clear of any claims of Silas Snodgrass the interest to which said Robert Snodgrass received by virtue of the will of George Snodgrass in the real estate described in the Sheriff's return to the writ of attachment in this case and which is described in said answer of Silas Snodgrass which interest the Court find to be one undivided sixth thereof after a legacy of Fifty Dollars shall be deducted from the whole thereof and after two hundred dollars shall be deducted from said one sixth which interest shall be sold clear of any pretended claims of said Silas Snodgrass and be applied so far as need be to the satisfaction of the said judgment and costs and the balance brought into Court for further distribution. To all of which findings, and orders, and judgment and rulings of the Court the said Silas Snodgrass excepts.

Attest. John J. Burman, Clerk.  
By Nellie Roney, Deputy.

Petition  
No. 3224

Pleas before His Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Mansfield within and for the County of Union, of the Third Judicial Division of the Eleventh Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit: on the 16<sup>th</sup> day of December, A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

A. L. Woodburn, Adm<sup>r</sup>. of the estate of R. L. Broom, dec'd } Court of Common Pleas, Union County, Ohio, petition.

vs  
The said R. L. Woodburn represents that he is the Administrator of the estate of the Estate of R. L. Broom dec'd appointed & qualified of the said estate by the Probate Court of Union County, Ohio - that on the 14<sup>th</sup> of January 1876 A. J. Wilkins then the Administrator of said estate but

deceased obtained a judgment in this court for \$202.<sup>75</sup> debt + \$4.00 costs on 8 per cent interest against Robert Snodgrass + W<sup>m</sup> M. Bartnell which judgment has never been paid + remains in full force except it has become dormant - there is due plaintiff thereon as said Administrator the said sum with 8 per cent interest since July 19. 1876 for which he asks judgment. Second. The said plaintiff further represents that on the same day + in the same court said Watkins as said Administrator obtained another judgment for \$120.<sup>00</sup> debt + \$4.00 costs on 8 per cent interest against said Robert Snodgrass + Milton Smart who is now deceased. The said Robert Snodgrass is still living in the state of Colorado + is a non-resident of said state of Ohio. The said judgment last mentioned is still unpaid + in full force except it is dormant - + there is due plaintiff thereon from said Robert Snodgrass the said sum of \$120 with 8 per cent since July 14. 1876 + \$4 costs. Therefore plaintiff asks judgment against Robert Snodgrass for \$202.<sup>75</sup> + \$120.<sup>00</sup> with 8 per cent interest from Jan. 14 1876 + \$8 costs on said judgments in favor of plaintiff as said Administrator. R. L. Woodburn by J. W. Robinson, his Atty.

The State of Ohio  
 Union County, ss. J. W. Robinson being duly sworn deposes + says he is the attorney of the above named plaintiff in regard to said claims which is for another writ on judgments + the facts are within his own personal knowledge and said plaintiff is at present absent from said County of Union + he believes the allegations of the foregoing petition are true. He further deposes and says the said claim is just + plaintiff ought to recover thereon \$323.55 with 8 per cent interest since Jan. 14. 1876 on the two judgments earned in the above petition in this Court for \$202.<sup>75</sup> + \$120.<sup>00</sup> Jan. 14. 1876. That said defendant is a non-resident of the state of Ohio. This affidavit is made to obtain a writ of attachment. J. W. Robinson  
 Suborn'd before me by J. W. Robinson, atty for plff + signed by him in my presence this 20<sup>th</sup> of Dec. 1886.  
 J. L. Burgner, Clerk.

Afterward, on the 20 day of December A. D. 1887, the following Order of Attachment was issued by the Clerk of said Court, to wit:  
 R. L. Woodburn Adm'r, Plaintiff, } The State of Ohio, Union County, ss.  
 vs. } Court of Common Pleas of Union County.  
 Robert Snodgrass, Defendant, } To the Sheriff of Union County.  
 You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interests in stocks, rights, credits, moneys and effects of the defendant Robert Snodgrass not exempt by law from being applied to the payment of the claims of the plaintiff R. L. Woodburn as Adm'r. of the estate of R. L. Brown Deceased, or so much thereof as will satisfy his claim for \$323.<sup>55</sup> with 8 of int from Jan. 14<sup>th</sup> 1876 and also for forty Dollars the probable cost of this action. You will make due return of this writ on the 3<sup>rd</sup> day of January A. D. 1887. Witness my hand and the Seal of said Court, this 20<sup>th</sup> day of December A. D. 1887.  
 J. L. Burgner, Clerk.

Said Writ returned and filed Jan. 3<sup>rd</sup> A. D. 1887, endorsed as follows:

Order of Attachment No. 5224

Sheriff's Return No. 5224

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Sheriff's Return



Sheriff's Return.

Ms. 224

Office Sheriff of Union County, Ohio. December 22<sup>nd</sup> A.D. 1886.

Received this order on the 20<sup>th</sup> day of December A.D. 1886, and agreeably to the command thereof, I did, on the day of December A.D. 1886, in the presence of Geo. W. Court and J. T. Moore two freeholders of said County, attach the interest of Robert Shodgrass in the property described in the schedule marked "A" hereto attached and made part of his 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 Copies, 60 Mileage, 16 Sum & Swear app's, 120 Inventory and Apprl 1.00 Total \$3.96 Appraisers Fees 3.00

Schedule "A".

We, Marion Hopkins Sheriff of Union County, and George W. Court and J. T. Moore two freeholders of said County, do truly inventory and appraise the <sup>property attached under the</sup> foregoing order, as the property of Robert Shodgrass and hereinafter described as follows: Situate in the village of Marysville, County of Union and State of Ohio and bounded and described as follows, being part of out lot No. 3 in said village, beginning at a stake on the South line of Centre Street running West fifty (50) feet with curve street to corner of lot now owned by J. C. Elick; Thence South 10 poles with J. C. Elick's line; Thence East fifty (50) feet with line of lot now owned by A. G. Whitney to a stake. Thence North 10 poles to the beginning. Appraised at \$2000.00 Also: The following premises in Marysville Union County Ohio, to-wit, In lot No. 44 in said town of Marysville in the County of Union aforesaid, being the premises conveyed to Cyrus Fay & wife by Warranty deed dated the 10<sup>th</sup> day of May 1850 recorded in the Records office of Union County, July 8<sup>th</sup> 1850 in Book No. 13 Page 403 Appraised at \$3,500.00 Given under our hands this 21<sup>st</sup> day of Dec. A.D. 1886. M. Hopkins Sheriff, G. W. Court, J. T. Moore.

Afterward on the 20<sup>th</sup> 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 the County of Union - Greeting: We command you to notify Robert Shodgrass that he has been sued by R. L. Woodburn Adm'r of the estate of R. L. Broom Deceased in the Court of Common Pleas of Union County, and that unless he answers by the 22<sup>nd</sup> day of January A.D. 1887 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 3<sup>rd</sup> day of January A.D. 1887. Witness our hand and the seal of said Court, this 20<sup>th</sup> day of Dec. A.D. 1886. [Seal] J. L. Burgher, Clerk.

Endorsed: Amount claimed \$323.50 with 8% int. since Jan. 14<sup>th</sup> 1876. J. W. Robinson, Plaintiffs Atty.

Sheriff's Return.

Said Writ returned & filed Jan<sup>3rd</sup> A.D. 1887, endorsed as follows: viz: The State of Ohio, Union County, ss: Received this Writ Dec. 20<sup>th</sup> A.D. 1886 at 10 o'clock A.M.

The defendant Robert Shrodgrass, not found in any county. Mileage 16  
copy 20 Total 86 M. Hopkins, Sheriff

Afterward, on the 21 day of May A.D. 1887, the following legal notice was  
filed with the clerk of said Court, to-wit:

Legal Notice.

R. L. Woodburn, Adm'r of R. L. Brown estate vs. Court of Common Pleas,  
Union County, Ohio.

Legal  
Notice

Robert Shrodgrass. The said defendant of Leadville  
Colorado, is notified that the plaintiff has filed in said court his petition  
alleging that said defendant owes said estate two permanent judgments  
rendered in said court against him January 14th, 1876, one for \$202.<sup>75</sup>  
and costs, and one for \$120.<sup>80</sup> and costs on 8 per cent. He asks judgment  
for \$328.55 with 8 per cent from January 14th, 1876 and costs. An attach-  
ment was laid on his interest in lots No. 3 and No. 44 in Marysville, of  
said county. Defendant is required to answer said petition by the  
14th of March next. R. L. Woodburn, Adm'r.

No. 5224

By Robinson & Robinson, Att'y.

Jan. 21, 1887.

R. L. Woodburn Adm'r of R. L. Brown dec'd vs. Court of Common Pleas,  
Union County, Ohio.

Robert Shrodgrass. The State of Ohio, Union County, ss.

J. W. Wolfert being duly sworn deposes & says he was in the office of the  
Marysville Times in January 1887, as employee, when the notice  
hereto attached was published & am now in charge of the office of said  
paper as foreman & from personal knowledge make oath that the notice  
hereto attached of R. L. Woodburn Adm'r vs Robert Shrodgrass was publish-  
ed in said paper six consecutive weeks from Jan'y. 21, 1887.

J. W. Wolfert,

Sworn to before me & signed in my presence by J. W. Wolfert this  
17th of May 1887.

Legal

A. H. Kolbeath, Notary Public.

See after fee for Publication # 9.50

Afterward on the 16 day of May, A.D. 1887, the following Entry was  
made on the Journal by the Clerk of said Court, to-wit:

Entry.

R. L. Woodburn, Adm'r of the estate of R. L. Brown, dec'd vs. No. 5224

Robert Shrodgrass, Delt.

The court being satisfied that due notice has been given to the defend-  
ant and that the allegations of the petition are true do find for the plain-  
tiff against the defendant Robert Shrodgrass & that there is due the plain-  
tiff as said Administrator from said defendant the sum of six hund-  
red and thirty two & 75/100 dollars on 8 per cent. interest as claimed in  
his petition. It is therefore considered ordered & adjudged by the court  
that plaintiff recover of the defendant Robert Shrodgrass said sum of six  
hundred & thirty two & 75/100 dollars with 8 per cent interest from the first  
day of this term of this Court. And the Court find that the writ of

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After read on the 25<sup>th</sup> day of May, A. D. 1888 the following answer was filed with the clerk of said Court, to wit:  
R. L. Woodburn, admr. &c. The State of Ohio, Union County,  
vs  
Robert Snodgrass } Answer of Elias Snodgrass  
Court of Common Pleas

And now comes Elias Snodgrass, and having been made a party herein by leave of Court, for answer, says: That on the 11<sup>th</sup> day of December, 1882 and for several years prior thereto he was a resident of the State of Colorado; that the Defendant Robert Snodgrass was at that time also a resident of said State of Colorado. This defendant further answering says that the defendant Robert Snodgrass is his brother, they being the children of George Snodgrass and Sarah Snodgrass. He further says that their mother Hannah Snodgrass departed this life on the 5<sup>th</sup> day of December 1881 and that in due time defendants were notified of her death; that he understood and believed that his mother died seized of the following described real estate, situate in the Village of Marysville County of Union and State of Ohio, and bounded and described as follows, being part of Lot No. 3 in said Village, beginning at a stake on the south line of Centre Street, thence running West fifty (50) feet with Centre Street to corner of Lot now owned by J. S. Ellick, thence South ten (10) poles with J. S. Ellick's line; thence East fifty (50) feet with line of lot owned by A. J. Whitman to a stake; thence North 10 poles to the beginning, and also the following premises in said Marysville being 44 feet off the east of Sub Lot number 44 in said town of Marysville in the county of Union aforesaid, being part of the premises conveyed to Cyrus Fay & wife by Warrant deed dated the 10<sup>th</sup> day of May 1856, and being the premises attempted to be attached herein.

He further says that he understood and believed that their mother by will had left to Robert Snodgrass the defendant one sixth of her entire estate, but that said will was not to be opened or recorded until after the death of their father George Snodgrass; that relying upon the facts above stated and supposing them to be true, this defendant agreed to purchase and did purchase of the said Robert Snodgrass all the interest he, the said Robert Snodgrass had in the premises above described under and by virtue of the said will, which they each supposed was one undivided one sixth and that the said Robert Snodgrass, in consideration of the sum of One Thousand Dollars, executed and delivered to this defendant his deed therefor, a copy of which is hereto attached marked exhibit A

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and made part hereof. This defendant further answering says that until after the death of his father and until after the beginning of this action he had supposed that the property described herein had belonged to his mother in her lifetime, and had been willed by her as above set forth; that since the beginning of this action he has learned that his mother did not own all the property above described, but that she owned a half interest in the first described lot and the whole of the second described lot, and that by her will she left all she did own to her husband George Snodgrass, who owned the other half of the first described piece but he says that it was the common understanding among the members of the family that by the terms of said will their father only had a life estate in their mother's property. This defendant further says that their father George Snodgrass departed this life in the month of December 1882, and by his will devised to the defendant Robert Snodgrass, after the payment of a legacy of Fifty Dollars an undivided one sixth of the above described property less Two Hundred Dollars. This defendant further answering says that it was the intention of the defendant Robert Snodgrass at the time he made the deed aforesaid to convey to this defendant one undivided one sixth of the said property, and that it was the intention of this defendant to buy one undivided one sixth of said property and that the consideration there for was paid by this defendant to said Robert Snodgrass at the time of the execution of the said deed. This defendant further says that the said deed made by Robert Snodgrass as aforesaid is defective, and that it does not convey to this defendant one undivided one sixth of said property or any other portion, and this defendant further says that at the time said deed was made said Robert Snodgrass had no legal title to said property what ever, although this defendant and the said Robert Snodgrass each thought that he owned an one sixth therein and this defendant paid him therefor. This defendant further says that the said Robert Snodgrass is insolvent. This defendant further says that by the terms of the will of their father George Snodgrass the defendant Robert Snodgrass came into the possession of one undivided one sixth of said property, after the payment out of said property of a legacy of Fifty Dollars, and after deducting from one sixth of the remainder Two Hundred Dollars. Wherefore this defendant prays the Court that the deed to him by Robert Snodgrass be reformed so as to convey to this defendant the one sixth of said property above described subject to the payment of said Fifty Dollars and the said Two Hundred Dollars in the manner aforesaid, and that if that cannot be done that then the title of the said one sixth of said property subject to the payment of said Fifty Dollars and Two Hundred Dollars be quieted in this defendant as against Robert Snodgrass and the plaintiff herein and for all other and proper relief that he may be entitled to either in law or equity.

J. L. Cameron and T. B. Sutton, Attys for Silas Snodgrass  
 The State of Ohio,  
 Union County, ss: T. B. Sutton being first duly sworn according to law says that he is one of the Attorneys of the said Silas Snodgrass duly

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Demurrer vs  
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authorized in the premises; that the said Elias Snodgrass 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 answer to be true. F.B. Fulton.

Sworn to before me and subscribed in my presence this 25<sup>th</sup> day of May A.D. 1887. J. Z. Baugher. Clerk.

Exhibit "A"

Know all men by these presents that I Robert Snodgrass of the County of Lake and State of Colorado in consideration of the sum of One Thousand Dollars to me in hand paid by E. S. Snodgrass of the County of Lake and State of Colorado have by these presents bargained and sold and conveyed all my right title and interest in the property, real, personal and mixed owned by Hannah Snodgrass deceased and which was by her willed to me which will has not been opened nor will it be until the death of George Snodgrass the husband of Hannah Snodgrass. For a full and complete description of the property hereby conveyed, reference is made to said will and the said description therein is made a part hereof, said will was made in the County of Union and State of Ohio and will be probated and recorded in the Probate Court of said County and State. In witness whereof I have hereunto set my hand and seal this 11<sup>th</sup> day of December 1882.

Attest: Abel Boss, Moses Brockert, } Robert Snodgrass (Seal)

The State of Colorado, Lake County, ss.

Personally appeared before me a Notary Public in and for said County and state Robert Snodgrass, who is personally known to me to be the person who signed the foregoing deed and acknowledged that he signed and sealed the same for the same for the uses and purposes therein stated and of his free will and accord. In witness whereof I have hereunto set my hand and official seal the day and year above named to wit December 11<sup>th</sup> 1882

(Seal) Abel Boss Notary Public.

Filed for record December 22<sup>nd</sup> 1886. Recorded January 5<sup>th</sup> 1887 in Book 38 page 515 + c

Afterward, on the 25<sup>th</sup> day of May, A.D. 1887, the following Demurrer was filed with the Clerk of said Court, to-wit:

Demurrer vs R. L. Woodburn, Adm'r. } No. 5224  
Court of Common Pleas, Union Co., Ohio.  
Demurrer.

The plaintiff comes & demurs to the answer of Elias Snodgrass & for cause of demurrer says 1<sup>st</sup> The said answer does not constitute a defense to the plaintiff's action or his order for sale of the property seized in attachment in this case. 2<sup>nd</sup> The said Answer does not give facts sufficient to constitute ground of the relief sought by said defendant or any other relief against the plaintiff. 3<sup>rd</sup> Said answer shews the said Robert Snodgrass had no interest present or contingent in said real estate when said pretended deed was made. 4<sup>th</sup> Said pretended deed is too indefinite & uncertain to pass any title to said land even though said other allegations of said answer were true. 5<sup>th</sup> Said answer is otherwise defective uncertain & insufficient in law.

Demurrer vs R. L. Woodburn

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to constitute a defense or obtain relief.

Robinson & Robinson, Attys for Plff.

Afterward on the 9<sup>th</sup> day of June, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court to-wit:

R. L. Woodburn Admr etc.

Entry

vs  
Robert Snodgrass.

This day this cause came on to be heard upon Demurrer of plaintiff to the answer of Silas S.

No. 224

Snodgrass, was argued by counsel & admitted to the Court. Whereupon the Court being fully advised in the premises & upon full consideration of the same to sustain the said demurrer and defendant was asked leave to July 1<sup>st</sup> to file amended answer herein & the Court accordingly grant such leave.

Afterward on the 11<sup>th</sup> day of July A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court to-wit:

R. L. Woodburn, Admr etc.

Entry

vs  
Robert Snodgrass & Silas Snodgrass

This day came the parties and by consent the continuance is suspended & the said Silas Snodgrass withdrew his request to file amended answer and submits the cause to the Court. Whereupon the Court sustain the demurrer to the answer of Silas Snodgrass to which he excepts and he not desiring to plead, whether it is considered ordered and decreed by the Court that unless the said Robert Snodgrass pay within thirty days the amount of the judgment & costs and interest rendered herein against him in the plaintiffs favor, that an order of sale issue on plaintiffs application to the Clerk, commanding the sheriff to appraise, advertise & sell clear of any claim of Silas Snodgrass the interest which said Robert Snodgrass rec<sup>d</sup> by virtue of the will of George Snodgrass in the real estate described in the sheriffs Return to the writ of attachment in this case, & which is described in the said answer of Silas Snodgrass which interest the Court find to be one undivided sixth thereof after a legacy of fifty dollars shall be deducted from the whole thereof & after two hundred dollars shall be deducted from said one sixth which interest shall be sold clear of any pretended claim of said Silas Snodgrass & be applied so far as need be to the satisfaction of the said judgment & costs & the balance brought in to Court for further distribution. To all of which findings and orders & judgments & rulings of this Court the said Silas Snodgrass excepts.

No. 224

ad. up & the said Silas Snodgrass with draw his request to file amended answer and submits the cause to the Court. Whereupon the Court sustain the demurrer to the answer of Silas Snodgrass to which he excepts and he not desiring to plead, whether it is considered ordered and decreed by the Court that unless the said Robert Snodgrass pay within thirty days the amount of the judgment & costs and interest rendered herein against him in the plaintiffs favor, that an order of sale issue on plaintiffs application to the Clerk, commanding the sheriff to appraise, advertise & sell clear of any claim of Silas Snodgrass the interest which said Robert Snodgrass rec<sup>d</sup> by virtue of the will of George Snodgrass in the real estate described in the sheriffs Return to the writ of attachment in this case, & which is described in the said answer of Silas Snodgrass which interest the Court find to be one undivided sixth thereof after a legacy of fifty dollars shall be deducted from the whole thereof & after two hundred dollars shall be deducted from said one sixth which interest shall be sold clear of any pretended claim of said Silas Snodgrass & be applied so far as need be to the satisfaction of the said judgment & costs & the balance brought in to Court for further distribution. To all of which findings and orders & judgments & rulings of this Court the said Silas Snodgrass excepts.

Attest. Corn. P. Burgess, Clerk.  
By Nellie Koney, Deputy.

Case before the Hon. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the Town of Marietta, within and for the County of Marion of the third subdivision of the tenth Judicial District of the State of Ohio, on the 16<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and eighty seven.

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Heretofore, to-wit, on the 7<sup>th</sup> day of May, A.D. 1887, the following Petition was filed with the clerk of said Court, to-wit:

George Biddle

Court of Common Pleas  
Union County, Ohio.  
Petition.

Petition.

Thomas T. Brindell, Lizzie S. Brindell,  
Mary Brindell, Geo. B. Hamilton & J. B. Van Wagoner, Deft.

First cause of action. Plaintiff says, Thomas T. Brindell and Lizzie S. Brindell are indebted to him on a promissory note of which the following is a copy with all indorsements thereon. There are no credits on said note.

Richwood, O. Jan 30<sup>th</sup> 1886.  
October 1<sup>st</sup> 1886. After date of promise to pay to the order of Goodman & Thornhill one hundred and thirty seven and 2/10 dollars at their office in Richwood, Ohio. Value received with interest at 8 per cent from date until paid.

This note is secured by mortgage.

Indorsed - with out recourse - Goodman & Thornhill.

Second cause of action. All the time of delivering said note and to secure the payment thereof the defendants Thomas T. Brindell & Lizzie S. Brindell executed and delivered to said Goodman & Thornhill their mortgage deed conveying the following premises situated in Survey No. 220 & 7009 in Blaine Twp. Union County Ohio being a part of W. Military Survey No. 220 original quantity 4 1/2 acres. Beginning at a lime stone in the original south line of said survey & S.E. corner of Samuel Wallace land thence N. 16° 3' W. with said Wallace's line 64 poles and 3 links to a stake and stone thence N. 73° 57' E. 99 7/10 poles to a stake - thence S. 16° 3' E. 64 poles and 3 links to a Burr oak in the original south line of said survey thence S. 73° 57' W. 79 7/10 poles to the beginning containing 40 acres more or less. Also a certain tract of land situated in said Twp. & county being part of Survey 220 on the waters of Eulton creek bounded as follows beginning at 3 ashes. The original S.W. corner of said survey - thence N. 14 1/2° W. with the original line 70 + 7/10 poles to a stake and stone - thence N. 73° 57' E. 81 3/10 poles to a stake and stone - thence S. 16° 3' E. 71 7/10 poles to a lime stone in the original south line of said survey - thence S. 73° 57' W. 83 7/10 poles to the beginning containing 40 acres more or less - also the following bounded lands. Beginning at a Sugar Ironwood and beech N. westerly corner to 15 6/7 acres of land conveyed from Samuel D. Dean & wife to Tobias Robertson part of survey No. 7009 thence with the line of said lot correcting the course thereof S. 18° 40' E. 80 poles to a stone. thence N. 72° E. 100 poles to a stone in the East line of said 15 6/7 acres. thence with the said line N. 19° W. 30 poles to two swamp ashes and a swamp oak N.E. corner to said 15 6/7 acres - thence with the line thereof S. 72° W. 100 poles to the beginning containing 50 acres more or less - in all 130 acres - said mortgage was conditioned in substance - if said Thomas T. and Lizzie S. Brindell should pay or cause to be paid said note when the same became due according to the term thereof then said mortgage to be void - otherwise to be and remain in full force & virtue. On the 1<sup>st</sup> day of February 1886 - at 5 o'clock P.M. said mortgage was filed with the recorder

of Union County, Ohio + was recorded Feb. 13<sup>th</sup> 1886 in Vol. 21 page 412 - Union Co. records of mortgages - and is still in full force + unsatisfied, and the said note and mortgage was for a full + valuable consideration transferred and assigned by Coleman + Thornhill to Plaintiff + Plaintiff is now the legal owner and holder thereof. Plaintiff further says he is informed that the Defendants Mary Brindell Geo. B. Hamilton and J. B. Van Wagoner have or claim some interest in or in upon said premises but he is unable to state the exact nature or extent thereof. Wherefore plaintiff prays that any of the defendants may be duly + legally notified of this proceeding and that the said Mary Brindell Geo. B. Hamilton and J. B. Van Wagoner may be required to set up any claim they may have in said premises - or be forever barred from asserting the same - that he may have judgment against said Thomas J. Brindell and Lizzie L. Brindell for said sum of \$137<sup>25</sup> and 8 per cent interest thereon from Jan. 30<sup>th</sup> 1886 - that said mortgage be foreclosed + said premises be sold and the proceeds applied to the payment of said judgment and for all proper relief. S. A. Hardiner Atty for Plff.

State of Ohio  
 Union County, ss: Geo. Biddle being duly sworn says, the facts and allegations in the foregoing Petition are as he believes true.  
 Geo. Biddle.

Sworn to and subscribed before me this 6<sup>th</sup> day of May 1887.  
 (Seal) W. J. Rucker, Notary Public.

Process To Clerk, Issue summonses for Debt (except J. B. Van Wagoner) to sheriff of Union Co. returnable according to law - Int. claimed \$132<sup>25</sup> + 8% from Jan 30<sup>th</sup> 1886 - and foreclosure of mortgage. Ordiner

Afterward, on the 7<sup>th</sup> day of May 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. Shewing;

Summons We command you to notify Thomas J. Brindell, Lizzie Brindell, Mary Brindell and George B. Hamilton that they et al. have been sued by Geo. Biddle in the Court of Common Pleas of Union County and that unless they answer by the 4<sup>th</sup> day of June A.D. 1887 the petition 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 16<sup>th</sup> day of May A.D. 1887. Witness my hand and the seal of said Court, this 7<sup>th</sup> day of May A.D. 1887.  
 (Seal) John L. Burquer, Clerk.

Endorsed; In action for foreclosure of mortgage, amount claimed \$132<sup>25</sup> + 8% int. from Jan. 30, 1886. S. A. Hardiner. Plaintiff's Atty.

Said Writ returned + filed May 16<sup>th</sup> A.D. 1887. endorsed as follows:

Return. The State of Ohio.

Union County, ss. Received this Writ May 7<sup>th</sup> A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 13<sup>th</sup> day of May A.D. 1887, I served the same by handing a true copy of this summons with the endorsement thereon to the within named defendant. Thomas J. Brindell and by

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Entry: No. 5322

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M. Hopkins, Cler. Ref. A. H. Woodwin, Depty.

Afterward, on the 11 day of July A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

No. 5322

vs  
} Entry.  
Thos. J. Brindell, et als } Now comes the plaintiff herein by his attorney  
and the Defendants Thos. J. Brindell & Lizzie L. Brindell being in de-  
fault for answer and demurrer to the Petition the court find that the  
allegations therein made are confessed by them to be true and that  
there is due plaintiff from said Thos. J. Brindell and Lizzie L. Brin-  
dell on said note the sum of \$153.<sup>10</sup> It is therefore considered by the  
Court that the plaintiff recover of the Defts. Thos. J. Brindell and Lizzie  
L. Brindell the said sum of \$153.<sup>10</sup> and interest thereon at 8% from July  
11-1887 and his costs herein expended taxed to \$ . The court also  
find that the Defts. Thomas J. Brindell and Lizzie L. Brindell exe-  
cuted and delivered to Godman & Thornhill their mortgage deed in  
the Petition described & on the premises therein described and that  
said mortgage was duly recorded in book 21 page 412 of the records  
& mortgages of Union County Ohio, & is the first & best lien on the prem-  
ises described in the Petition. The Court further find that the  
condition of defeasance in said mortgage has been broken & that  
the plaintiff is the legal owner & holder of said note & mortgage  
and is entitled to have the Defts equity of redemption foreclosed.  
It is therefore considered and decreed that unless the said  
Defts shall within ten days from the entry of this decree pay or  
cause to be paid to the Clerk of this Court the costs in this case and to  
the said Plaintiff the sum of \$153.<sup>10</sup> with interest from the 11 day  
of July 1887 according to the terms of said mortgage the Defts equity  
of redemption be foreclosed & said premises shall be sold and in  
order of sale shall issue therefor to the sheriff of Union County direct-  
ing him to sell said premises as upon execution and bring the pro-  
ceeds into court for further order.

Attest: John J. Bugner, 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 Marys-  
ville, within and for the County of Union, of the Third Subdivision of  
the Sixth Judicial District of the State of Ohio, on the 16 day of May, in  
the year of our Lord, one thousand eight hundred and eighty seven.  
Heretofore, to wit, on the 9<sup>th</sup> day of Oct. A.D. 1886, the following Petition  
was filed with the Clerk of said Court, to wit:

*Petition* Lydia Ann Pittman - Plaintiff vs. Union County, Ohio. *Petition.*  
 No. 6786 Rev. Pittman - Defendant. *Petition.*  
 The plaintiff says - She has been a resident of the state of Ohio for the year last past and has a bona fide residence in the said county of Union. On or about the 5<sup>th</sup> day of June 1882 she was married to the defendant. The following children were born of such marriage Edith Pittman aged two years - That the defendant has in violation of his marital duties been guilty for more than two years past been guilty of gross neglect of duty in this court - that he has not furnished plaintiff with clothing or any of the necessaries of life and to maintain herself and little child she has been compelled to rely on her own labor - That the defendant was well able to support and maintain the plaintiff and their said child - That the defendant in further violation of his marital duties was on the 6<sup>th</sup> day of May 1884, in Elk County and State of Kansas, married to one Mary Holdsbrough - Wherefore plaintiff prays that she may be divorced from the defendant and decreed the custody of said child and for all proper relief. D. W. Myers.  
 Recd. Clerk: Said summons upon the petition in the above case to Sheriff of Union County Ohio, endorse return for divorce for gross neglect of duty. D. W. Myers

Afterward, on the 25<sup>th</sup> day of October 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 Union County:  
 You are commanded to appear in person at the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which herewith served on you) charging him with gross neglect of duty, and asking that she be divorced from him, and for 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 8<sup>th</sup> day of November, A. D. 1886. Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville, Ohio, this 25<sup>th</sup> day of October A. D. 1886.  
 Seal J. L. Burger, Clerk.

Endorsed, Summons in Action for Divorce.  
 D. W. Myers, Atty.

*Sheriff's Return* Said writ returned and filed, Nov. 8<sup>th</sup> A. D. 1886, endorsed as follows: Received 2 o'clock P. M. on the 25<sup>th</sup> day of October A. D. 1886. The defendant not being found, the writ is hereby returned without service this 2<sup>nd</sup> day of Nov. 1886. Copy 30 Mileage 32 Total 62. M. Hopkins, Sheriff

Afterward, on the 17<sup>th</sup> day of Dec. A. D. 1886, the following summons was issued by the Clerk of said Court, to wit:

*Summons* The State of Ohio vs. Lydia Ann Pittman  
 No. 6786  
 Lydia Ann Pittman  
 Plaintiff  
 vs.  
 George F. Pittman  
 Defendant  
 The State of Ohio  
 and on the  
 17<sup>th</sup> day of  
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 Sheriff's Return  
 child &c.  
 The State of Ohio  
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Summons The State of Ohio, } To the Sheriff of Union County:  
 Union County, ss. } You are commanded to notify George Tittem that  
 Lydia Ann Tittem has filed in the office of the Clerk of the Court  
 of Common Pleas of Union County, and State of Ohio, a petition, a true  
 copy of which is herewith delivered to you to be served on him, charging  
 him with gross neglect of duty, and asking that she be divorced from  
 him, and that she may be decreed custody of their said 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  
 27<sup>th</sup> day of Dec. A. D. 1886. Witness my signature as Clerk of said  
 Court of Common Pleas and the Seal of said Court, at Marysville, O.  
 this 17<sup>th</sup> day of Dec. A. D. 1886.

J. L. Brugner, Clerk.

Endorsed, Summons in Action for Divorce and custody of  
 child &c. D. W. Rigers, Atty.  
 Said Writ returned & filed Dec. 27<sup>th</sup> A. D. 1886, endorsed as follows:  
 The State of Ohio, }  
 Union County, ss. } Received this writ on the 17<sup>th</sup> day of Dec. A. D. 1886,  
 and on the 17<sup>th</sup> day of Dec. A. D. 1886, I served the same by handing  
 the said Geo. Tittem a true copy thereof with the indorsements  
 thereon, together with a certified copy of the petition. Service done -  
 Ret. \$5, Copy, 30, Mileage, 10, & Ret. \$5, Total, \$50 M. Hopkins, Sheriff

Afterward, on the 31<sup>st</sup> day of May, A. D. 1887, the following entry  
 was made on the Journal by the Clerk of said Court to wit:  
 Lydia Ann Tittem  
 vs  
 George Tittem  
 Now came the plaintiff and the defend-  
 ant having been duly served with sum-  
 mons and copy of the petition hereto and having failed to appear,  
 the court find him in default for answer and demurrer to said  
 petition and find that the allegations thereof are confessed by him  
 to be true - the Court also find that the plaintiff at the time of fil-  
 ing 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 the petition set forth. The court further find upon the evi-  
 dence adduced that the defendant has been guilty of gross neglect  
 of duty towards the plaintiff and that by reason thereof the plain-  
 tiff 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 Lydia Ann Tittem and George Tittem  
 be and the same is hereby dissolved and both parties are hereby  
 released from the obligations of the same - It is further ordered that  
 the custody care education and control of the said child of the parties  
 hereto be until further ordered confided to the said Lydia Ann  
 Tittem exclusively - and the Defendant is hereby enjoined from  
 interfering in any manner with said child but is allowed to visit

said child at proper times. It is further ordered that the plaintiff pay the costs of this proceeding.

Attest, John J. Brugner, Clerk.  
By Nellie Conroy, Deputy.

Now before His Honor, John J. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Mansfield within and for the County of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 25<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty six.

Heretofore to wit, on the 1<sup>st</sup> day of June, A. D. 1882, the following Petition was filed with the Clerk of said Court, to wit:

Benny Douglas, Joseph Okarra, Thompson P. Killbuck, }  
George Harris, Lewis Brown and Thomas Hauser, } The State of Ohio,  
Chinitilla, } Union County,  
County of Common Pleas

James B. Whiteley, Nathan Howard and Ulrich }  
Capill as Board of Commissioners of Union County, } Petition.

Ohio, William S. Swayne as Auditor of Union County, }  
Ohio, and Frederick Wagner as surveyor and }  
engineer of the Sager Mill Road. Defendants. } The said plaintiffs

complain of the said defendants and say that they are the owners of a lot of land in Union County and have conveyed a right to the road commonly called the Sager Mill Road and which is proposed to be improved as hereinafter stated. The said plaintiffs further say that on the 6<sup>th</sup> day of February, A. D. 1882 a petition signed by John E. Mc Bullough and others was presented to the said Board of Commissioners of said County requesting them to improve the said Sager Mill Road which is described as follows, to wit, Beginning in the Sager Mill Road where it intersects the Weaver Road near the Residence of Jacob Schwartz - crosses thence southwesterly with the Sager Mill Road past George Harris, Peter Blumenshine, John Douglas, Quarter Robinson and others to a point at or near an angle in the said road Northwesterly from the residence of John E. Mc Bullough - thence across said Mc Bullough's land crossing Big Darby Creek and through the lands of George M. Richard terminating in the angle of the Plain City and California Havel Road south of the residence of said George M. Richard. And said petition required said commissioners to improve said road by grading, grading, culverting, bridging and draining under title seven, Chapter eight of the Revised Statutes of Ohio and the amendments thereto.

And thereupon on said 6<sup>th</sup> day of February, 1882, the said Commissioners appointed Wesley Southard, B. W. Smith and William H. Perkins viewers, and said defendant Frederick Wagner engineer and issued their order to them accordingly to proceed and on the 16<sup>th</sup> day of March, 1882 to make actual view and examination of said road and to make report in writing to the said Commissioners at their next regular session, showing the public necessity of the proposed improvement and estimate the expense thereof and to make return of the lots of land which

Petition  
No. 4042

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in their opinion would be benefited thereby lying within two miles of said proposed turnpike and which ought to be assessed for the purpose of constructing the same. Thereupon the said viewers made such view and on the 20<sup>th</sup> day of March 1882 the said viewers and engineer made their report and filed the same in the Auditors office of said County estimating the cost of said proposed improvement at the sum of \$1,3593<sup>74</sup> and also filed with said report an abstract of the lots and lands which they reported would be benefited and ought to be assessed for the expense of making said improvement among which lands the said tracts or lots owned by these plaintiffs before mentioned were included. The said plaintiff further says that afterwards on the 13<sup>th</sup> day of April 1882 the said Commissioners after finding in their opinion that public utility required that said improvement be made did order that the said report of said viewers and engineer be approved and confirmed and did further order that said road improvement be made and established a free turnpike road and that the same be constructed and established through and across the lands of said John J. Mc Bullough and George M. Rickard and did further order that the lots and lands returned in said report be assessed for the costs and expenses of constructing said improvement. And it was thereupon further ordered by said Commissioners that said Frederick J. Dager be appointed engineer and directed to complete said improvement as prayed for in said petition and as ordered and established by said Commissioners. And thereupon it was further ordered by said Commissioners that Wesley Southard, C. W. Smith and William H. Perkins be appointed a committee to make actual view of said road and apportion the estimated expense of said improvement upon the real estate embraced in the order aforesaid according to the benefits to be derived therefrom and report the same to the Auditor of said County. The said plaintiff further says that the said Commissioners and the said Frederick J. Dager as engineer by their order and under their direction is preparing to and is about to build and construct the said road as established by the order of the said Commissioners and that the said parties the Commissioners and engineer are proceeding to make contracts for the completion of said improvement and the construction of said turnpike and are about to carry forward the work of building said road and assessing the lands of these plaintiffs for the purpose of paying the costs and expenses of said improvement. The said plaintiffs say that the said Commissioners had no jurisdiction over the subject matter in said proceedings and that all their orders and proceedings in the matter of the construction of said improvement are illegal unauthorized and void because they say First; That there never has been any road, highway or turnpike laid out or established through or across the lands of John J. Mc Bullough and George M. Rickard along the line or over the route upon which it is now proposed to build said turnpike improvement and the said petitioners who prayed for the said improvement as hereinbefore stated did not ask or petition to have any road laid out or established through the said lands of John J. Mc Bullough

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George M. Richard, and did not petition to have any existing road changed, altered or straightened, and there have never been any proceedings had to condemn or appropriate said lands for constructing a road or turnpike and the said petitioners in said petition so filed by them only petitioned to have said road therein described improved by grading, graveling, culverting, bridging and draining. Second. The said plaintiffs further say that at the time the commissioners granted the said petition, and at the time of the view of the said road, and at the time of making the order for the improvement of the same and at the time of all proceedings and orders in said matter as herein before set forth the said commissioners had not the written consent of a majority of the resident land owners within the bounds of said road and who ought to be assessed according to laws under which said improvement was made for the expenses of the same; but on the contrary the majority of said resident land owners within the bounds of said road and who will be benefitted and ought under the law to be assessed for making said improvement have always been opposed to the said improvement and the construction thereof, and that a considerable number of the signers to said petition ought not in equity to be counted in favor of said road improvement for the reason that they reside in territory that had heretofore been set off to build what is known as the Post Road in a division of territory between the Sugar Mill Road and the said Post Road. The said plaintiffs further say that the said commissioners and the said engineer will proceed to build and construct said road as ordered by said commissioners, and that great and irreparable injury will be done these plaintiffs in the premises unless the said defendants are restrained from taking any further steps or proceedings in the matter of the said proposed road.

The said plaintiffs therefore pray the court here for an order of injunction restraining each and all of said defendants from taking any further proceedings whatever in the building or constructing of said road or from making any assessment upon their lands for that purpose or from placing any assessments upon the duplicate of said county against them or their said lands, and that in the mean time they may have a temporary order of injunction restraining each and all of said defendants from doing any of the acts herein complained of and for all other proper relief.

Powell & Tullton, Attys for Pffs.

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

Perry Douglass and Joseph O'Harra two of the above named plaintiffs being first duly sworn upon their oaths say that the facts stated and allegations in the foregoing petition are true as they believe.

Sworn to before me and subscribed in my presence by said Perry Douglass and Joseph O'Harra this 8th day of May A.D. 1882 -  
Emory L. Hockins, Notary Public, Union Co. O.  
To Clerk: Issue writs returnable according to law. For injunction and other relief. Powell & Tullton, Attys for Pffs.

Principals  
No. 4042

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Afterward, on the 3<sup>rd</sup> day of June A.D. 1882, the following summons was issued by the clerk of said Court to-wit:

Summons No. 4042

The State of Ohio, }  
Union County, ss. } To the Sheriff of the County of Union, Shewing:  
We command you to notify James B. Whelpley, Nathan Howard, and  
Uriah Cahill as board of commissioners of Union County Ohio, and  
W.L. Curry as Auditor of Union County Ohio and Frederick J. Sager as En-  
gineer and Surveyor of the Sager Mill Road that they have been sued  
by Perry Douglas et al. in the Court of Common Pleas of Union County,  
and that unless they answer by the 1<sup>st</sup> day of July A.D. 1882, the petition of  
said Perry Douglas et al. against them filed in the Clerk's Office of  
said Court, such petition will be taken as true, and judgment render-  
ed accordingly. You will make due return of this summons on the  
12<sup>th</sup> day of June A.D. 1882. Witness my hand and the seal of said  
Court, this 3<sup>rd</sup> day of June A.D. 1882.  
[Seal] J.L. Burquer, Clerk.

Endorsed: In action for Injunction and other relief.  
Bowell & Tutton, Plffs Atty.

Said Writ returned and filed June 6<sup>th</sup> A.D. 1882, endorsed as follows, to-wit:

Sheriff's Return.

The State of Ohio, } Received this Writ June 3<sup>rd</sup> A.D. 1882, at 11 o'clock  
Union County, ss. } A.M., and pursuant to its command, on the  
6<sup>th</sup> day of June A.D. 1882, I served the same by delivering a certified  
copy thereof with the endorsements thereon to each of the within  
named defendants. Service 70 Mileage 8.00 Exp. 1.50 Total \$9.50  
John Hobensack, Sheriff.

Afterward, on the 23<sup>rd</sup> day of June A.D. 1882, the following Demur-  
rer was filed with the clerk of said Court, to-wit:

Demurrer

Perry Douglas et al., Plaintiffs, } Court of Common Pleas,  
vs } Union County, Ohio.  
James B. Whelpley et al. Defendants } Demurrer.  
And now come the defendants and demur to plaintiffs peti-  
tion, and for grounds of demurrer say, I. That said petition does  
not state facts sufficient to constitute a cause of action.  
Porter & Porter and Brodrick, Attorneys for Defendants.

Afterward, on the 4<sup>th</sup> day of Oct. A.D. 1882, the following Entry  
was made on the Journal by the clerk of said Court, to-wit:

country.

Perry Douglass et al. Plaintiffs } In the Court of Common Pleas,  
Against } of Union County, Ohio.  
James B. Whelpley et al. Defendants. No. 4042. Entry.  
This day this cause came on for hearing upon the demurrer of  
the defendants to the petition of plaintiff herein filed, and the cause  
was argued by counsel and submitted to the Court. On consider-  
ation whereof the court do sustain said demurrer. Thereupon  
cause the plaintiffs by their attorneys and asked and obtained leave  
of the Court to file an amended petition herein by January 1<sup>st</sup> 1883

and this cause is continued to the next Term of this Court.

Afterward, on the 30 day of Dec. A.D. 1882, the following Amended Petition was filed with the Clerk of said Court, to wit:

Amended Petition No. 4042

Berry Douglass, Joseph O'Hara,  
Thompson P. Killbury, George Harris,  
Lewis Brown and Francis Kayler Plaintiffs,

Against

James B. Whulpley, Nathan Howard and  
Wm. Cahill as Board of Commissioners of  
Union County Ohio, William L. Curry as Auditor of  
Union County Ohio and Frederick J. Sager as  
surveyor and engineer of the Sager Mill Road.  
Defendants.

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

The said plaintiffs  
for their Amended

petition complain of the said defendants and say that they are the  
owners of and seized in fee simple of lands and tenements adjacent  
to the road commonly called the Sager Mill Road and which is propos-  
ed to be improved as hereinafter stated. The said plaintiffs further  
say that on the 6 day of February A.D. 1882 a petition signed by John  
E. Mc. Bullough and others was presented to the said Board of Commis-  
sioners of said County requesting them to improve the said Sager Mill  
Road which is described as follows to wit. Beginning in the Sager  
Mill Road near the residence of Jacob Swartzkopf thence southeasterly  
with the Sager Mill Road past George Harris, Peter Blumerskirre, John  
Douglass, Hunter Robinson and others to a point at or near an angle  
in the said Northwesterly from the residence of John E. Mc. Bullough  
thence across said Mc. Bullough land crossing Big Darby Creek and  
through the lands of George M. Rickard terminating in the angle of  
the Plain City and California Gravel Road south of the residence of  
said George M. Rickard, and said petition required said Commis-  
sioners to improve said road by grading, graveling, culverting, bridging  
and draining under title seven chapter eight of the Revised Statutes of  
Ohio, and the Amendments thereto. And thereupon on the 6 day of Febru-  
ary 1882 the said commissioners appointed Wesley Southard, W. W. Smith  
and William H. Perkins viewers and defendants. Frederick J. Sager  
engineer and issued their order to them accordingly to proceed on the  
16 day of March 1882 to make actual view and examination of said  
road and to make report in writing to the said Commissioners at their  
next regular session, showing the public necessity of the proposed im-  
provement and estimate of the expense thereof and to make return of  
the lots and lands which in their opinion would be benefited there-  
by lying within two miles of said proposed turn pike and which ought  
to be assessed for the purpose of constructing the same. Thereupon the  
said viewers made such view and on the 20 day of March 1882 the said  
viewers and engineer made their report and filed the same in the  
Auditors office of said County estimating the cost of said proposed im-  
provement at the sum of \$13593 <sup>25</sup> and also filed with said report  
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ment among which lands the said tracts or lots owned by these plaintiffs before mentioned were included. The said plaintiffs further say that afterwards on the 13<sup>th</sup> day of April 1882 the said Commissioners after finding in their opinion that public utility required that said improvement be made did order that the said report of said viewers and Engineer be approved and confirmed and did further order that said Road improvement be made and established a free turnpike road, and that the same be constructed and established through and across the lands of said John F. McCallough and George M. Rickard and did further order that the lots and lands returned in said report be assessed for the costs and expenses of constructing said improvement. And it was thereupon further ordered by said Commissioners that said Frederick J. Sager be appointed engineer and directed to complete said improvement as prayed for in said petition as as ordered and established by said Commissioners and thereupon it was further ordered by said Commissioners that Wesley Southard, W. W. Smith and William H. Perkins be appointed a committee to make actual view of said road and apportion the estimated expense of said improvement upon the real estate embraced in the order aforesaid according to the benefits to be derived therefrom and report the same to the Auditor of said County. The said plaintiffs say that the said Commissioners and the said Frederick J. Sager as engineer by their order and under their direction is preparing to and is about to build and construct the said road as established by the order of the said Commissioners and that the said parties the Commissioners and engineer are proceeding to make contracts for the completion of said improvement and the construction of said turnpike and are about to carry forward the work of building said road and assessing the lands of these plaintiffs for the purpose of paying the costs and expenses of said improvement. The said plaintiffs say that the said Commissioners had no jurisdiction over the subject matter in said proceedings and that all their orders and proceedings in the matter of the construction of said improvement are illegal unauthorized and void because they say, First: that there never has been any road highway or turnpike laid out or established through or across the lands of said John F. McCallough and George M. Rickard along the line or over the route upon which it is now proposed to build said turnpike improvement and the said petitioners who prayed for the said improvement as herein before stated do not ask or petition to have any road laid out or established through the said lands of John F. McCallough and George M. Rickard and did not petition to have any existing road changed altered or straightened and there have never been any proceedings had to condemn or appropriate said lands for constructing a road or turnpike and the said petitioners in said petition so filed by them only petitioned to have said road herein described, improved by grading graveling culverting bridging and draining. Second, The said plaintiffs further say that at the time the said defendants Commissioners granted the

said petition and at the time of ordering the view of said road and at the time of making the order for the improvement of the same, and at the time of all proceedings and orders in said matter as herein before set forth the said Commissioners did not have the written consent of a majority of the resident land holders of the County whose lands were reported by the viewers as benefited and assessed for the purpose of building said road. But on the contrary the majority of the resident land holders of the County whose lands were reported by the viewers as benefited and assessed had at all times been opposed to said improvement and at the time said order was made for said improvement instead of being in favor of the same were opposed to the construction of said turnpike! Third: The plaintiffs further say that in order to create an apparent majority of resident land holders in favor of said improvement the said viewers and engineer did not report all the lots and lands within the bounds of said road and within the assessing district and which were as much benefited thereby as any of the lots which were reported for assessment; But on the contrary the said viewers and engineer at the instance of and for the benefit of the petitioners for said improvement purposely and in fraud of the plaintiffs rights in the premises omitted from their report a large number of lots and tracts of land lying near said improvement and within the assessing district and which were as much benefited as any of the lands reported for assessment the same being done for the sole purpose of making a majority in favor of said improvement.

Fourth: The said plaintiffs further say that the said commissioners had before the said proceedings for the said improvement made a division of territory between the Sager Mill Road and what is known as the Post Road and had set off to build the said Post Road and a large number of lots and tracts of land in and near the village of Plain City, and the said viewers and engineer reported a large number of lots and lands lying in and near the said village of Plain City and which has been so set off in the territory to build said Post Road and assessed upon them the numerical sum of one and ten dollars each and the same was done for the sole purpose of obtaining a large number of land owners who were assessed a nominal amount only within the bounds of said road and who would therefore favor the said improvement and thus wrongfully and in fraud of plaintiffs rights create an apparent majority in favor of said improvement when in fact upon a fair and impartial view of said road the majority of resident land holders within the bounds thereof were opposed thereto. Fifth: The said plaintiffs further say that the said proceedings of the viewers and engineer were all irregular illegal and void, that they were appointed on the 6 day of February, A.D. 1882 and ordered to view said road on the 16 day of March 1882 and according to the order of the commissioners and according to the statute in such case made and provided they were not authorized and had no power to make a report of their said proceedings before the June session 1882 of said commissioners and the report made by the said viewers on the 20 day of March 1882 at the said March session of said commissioners was therefore illegal and void. The said plaintiffs further

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say that the said commissioners and the said engineer will proceed to build and construct said road as ordered by said commissioners and that great and irreparable injury will be done these plaintiffs in the premises unless the said defendants are restrained from taking any further steps or proceedings in the matter of the said proposed road: The said plaintiffs therefore pray the court here for an order of injunction restraining each and all of said defendants from taking any further proceedings whatever in the building or constructing of said road or from making any assessment upon their lands for that purpose or from placing any assessment upon the duplicate of said county against them or their lands and that in the mean time they may have a temporary order of injunction restraining each and all of said defendants from doing any of the acts herein complained of and for all other and proper relief.

By Powell & Sutton, Attorneys for plaintiffs.

State of Ohio.

Union County ss. Perry Douglass one of the above named plaintiffs being duly sworn according to law says he is one of the plaintiffs in this action and that the facts stated and allegations contained in the above and foregoing petition are true. P. Douglass.

Sworn to by said Perry Douglass before me and by him subscribed in my presence this 30<sup>th</sup> day of Dec. 1882.

[Seal]

J. L. Burgner, Clerk.

Afterward, on the 2<sup>d</sup> day of Jan. A.D. 1883, the following Answer to Amended Petition was filed with the Clerk of said Court, to-wit:

Perry Douglass et al. Plaintiffs, } Court of Common Pleas.  
 Against } Union County Ohio.  
 James B. Whelpley et al. Defendants. } Answer.

The defendants answer the amended petition of plaintiffs and first, admit that said defendants were proceeding to construct and improve the road described in plaintiffs' petition, and that they were about to carry forward the work of making said improvement. Defendants deny each and every other statement and allegation made and contained in said petition.

Porter & Porter & J. M. Brodrick, Atty's for defendants.

Nathan Howard one of the defendants being first duly sworn, according to law, makes oath that the facts stated in the foregoing answer are true as he believes. Nathan Howard.

Sworn to, and subscribed in my presence this 2<sup>d</sup> day of January A.D. 1883. [Seal] John B. Coats, Probate Judge.

Afterward, on the 12<sup>th</sup> day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry  
 No. 4042  
 Perry Douglass et al. }  
 vs } This day this cause came on to be heard upon  
 James B. Whelpley et al. } the issues joined between the parties and the  
 evidence and was argued by counsel. On consideration whereof and the  
 Court being fully advised in the premises finds all the issues in favor  
 of the defendants except the issue as to whether a majority of the resident

landholders had signed the petition asking for the said improvement, and as to that issue the Court finds in favor of the plaintiffs and that a majority of the resident land owners whose lands were benefited and ought to be assessed did not sign the petition asking for the said Road Improvement. It is therefore considered, adjudged and decreed by the Court that the said defendant be perpetually enjoined from proceeding further in the construction of said road, or from placing any assessment against the lands of the said plaintiffs for the construction and building of the said road in and by virtue of said proceedings. The said plaintiffs at the time excepted to the finding of the Court so far as said finding found in favor of defendants, and the said defendants at the time excepted to the finding of the Court so far as said finding found in favor of the plaintiffs. And thereupon came the defendants and gave notice of their intention to appeal this case to the Circuit Court, and the Court fixed the bond therefor at the sum of Three Hundred Dollars.

Circuit Court Record No. 1 Page 954.

Attest, John I. Burgner Clerk.  
By Nellie Rowley, Deputy.

Came before the Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 19 day of October, in the year of our Lord, one thousand eight hundred and eighty five.

Wherefore, to wit, on the 21 day of Nov. A. D. 1885, the following petition was filed with the Clerk of said Court, to wit:

Petition  
No. 4975

Ohio Farmers Insurance Co. Plaintiffs.  
John B. Ramsey and Eliza Jane Ramsey, Defendants, Petition.

The plaintiff says it is a corporation duly incorporated, under the laws of Ohio, doing business under the name firm and style of the Ohio Farmers Insurance Company. The plaintiff says its first cause of action is founded upon a promissory note made and executed by said defendants to said plaintiff of which the following is a true copy thereof.

\$1055 00  
Marysville Ohio, February 27<sup>th</sup> 1882.  
Five years after date, for value received I promise to pay the Ohio Farmers Insurance Company, or order, at its office in LeRoy, Ohio, One thousand Dollars, with interest at 7 per cent per annum until paid; the interest to be paid annually and if not paid when due, to become part of the principal and bear the same rate of interest. Upon failure to pay the interest when due, the principal and interest to become due and payable at option of holder hereof.  
Jno. B. Ramsey.

The following endorsements appear upon said note Int to begin Mch 21<sup>st</sup> 1882 \$70 Rec'd Mch 27. 83 Seventy Dollars Int \$70 Rec'd Mch 27<sup>th</sup> 84 Seventy Dollars Int. to Mch. 21<sup>st</sup> 1884. There is due and remaining unpaid upon said note the sum of Eleven hundred and Nineteen + 3/4 Dollars with 7 per cent interest from November 21<sup>st</sup> 1885. 2. The plaintiff says for its second cause of action, that the defendants John B.

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Ramsey and Eliza Jane Ramsey his wife on the 27<sup>th</sup> day of February 1882 to secure the payment of said note executed delivered to the plaintiff its successors and assigns the following lands and tenements situated in Dover Township Union County and State of Ohio and known as part of the farm formerly owned by Wm Ramsey described as follows Beginning at a stone Buckeye Sugar & Dogwood in the east line of Survey No. 3007 being the North east corner to lot No. 3 of the subdivision of said Survey. Thence with the North line of said lot and the south line of James Lizzetts land S. 82° W. 57 <sup>20</sup>/<sub>100</sub> poles to a white Oak, thence S. 3° W. 72 poles to a stake at the root of a White oak on the North side, Thence S. 83° 75.12 to a stone North East line of said survey No. 3007. Thence with said line N. 9° W. 91 poles to the place of beginning containing <sup>33 acres</sup> part of survey No. 3007 - And in the Township of Mill Creek also the following in same County and State and bounded and described as follows - Beginning at a stone Dogwood White Oak and Sugar S. W. corner to W. H. Elsons land S. W. line of survey No. 2995 - Thence with said line S. 90 E. 77 rods to a stake, Thence N. 80° E. 7 1/2 poles to the center of Mill Creek. Thence down the Creek with the meandering thereof to the South line of said W. H. Elsons land. Thence with said line South 80° W. 27 1/2 poles to the beginning, containing 10 acres more or less part of survey No. 2995. Be the same more or less but subject to all legal highways. The conditions of said mortgage are if the said John C. Ramsey his heirs assigns executors or Administrators shall well and truly pay the aforesaid note according to the tenor thereof to the said Ohio Farmers Insurance Company its successors and assigns then the above deed shall be void otherwise shall remain in full force and virtue in law. 3. Received for Record by the Recorder of Union County Ohio March 23, 1882 at 1 o'clock P.M. and was recorded by him on March 29<sup>th</sup> 1882 in Book No. 18 of Mortgage Records Page 339 - 4. The conditions of said deed has been broken and the same has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Eleven hundred and Nineteen <sup>73</sup>/<sub>100</sub> Dollars with 7 per cent interest from the 21<sup>st</sup> day of November 1885. The plaintiff asks that said Mortgage may be foreclosed, the said premises ordered to be sold, and the proceeds applied to the payment of said debt and execution awarded for balance. and also for personal against said defendants for the amount due upon said note and for all other proper relief.

Cameron & Woodburn, Attys for Plaintiff.

The State of Ohio,  
 Union County, ss. William J. Wood being sworn says that he is the agent of the above named Ohio Farmers Insurance Company duly authorized in the premises; and that the facts stated and allegations in the foregoing petition are true as affiant believes.

W. J. Wood.  
 Sworn to before me and signed in my presence this 21<sup>st</sup> day of November 1885. Seal John B. Coats, Probate Judge.  
 Clerk, Issue a summons to the Sheriff of Union County returnable according to law. Amount claimed \$119. <sup>73</sup>/<sub>100</sub> + foreclosure &c.  
 Cameron & Woodburn.

Receipte.

Afterward, on the 21<sup>st</sup> day of November A.D. 1885, 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 B. Ramsey and Eliza Jane Ramsey that they have been sued by The Ohio Farmers Insurance Company in the Court of Common Pleas of Union County, and that unless they answer by the 19<sup>th</sup> day of December A.D. 1885 the petition of said plaintiff The Ohio Farmers Insurance 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 30<sup>th</sup> day of November A.D. 1885. Witness my hand and the seal of said Court, this 21<sup>st</sup> day of November A.D. 1885. J. L. Burgner, Clerk.  
By A. R. Burgner, Deputy.

Summons No. 4975

Endorsed, In action for Foreclosure. Amount claimed \$1119.<sup>73</sup>/<sub>100</sub>  
Woodburn & Cameron, Plaintiffs Attys.

Sheriff's Return.

Said Writ returned and filed, Nov. 30<sup>th</sup> A.D. 1885, endorsed as follows viz:  
The State of Ohio,  
Union County, ss: Received this Writ Nov. 21<sup>st</sup> A.D. 1885, at 4 o'clock P.M. and pursuant to its command, on the 23<sup>rd</sup> day of November A.D. 1885, I served the same by handing the within named defendant John B. Ramsey a true copy of this summons with endorsements thereon and by leaving at the usual place of residence of the within named defendant Eliza Jane Ramsey a true copy of this summons with endorsements thereon.  
Service 45 Mileage 1.44 Copy 40 Total \$2.29 M. Hopkins, Sheriff.  
By A. R. Goodwin, Deputy.

Afterward, on the 22<sup>nd</sup> day of Dec. A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry.

The Ohio Farmers Insurance Company No. 4975  
vs  
John B. Ramsey et als.  
This day came the said plaintiff by its attorney and the defendants being in default for answer and answer the Court find that the allegations of the petition are confessed by them to be true and that there is due to plaintiff from the defendant John B. Ramsey on the promissory note set forth in the petition with interest to the first day of this term of Court the sum of Eleven hundred and ten <sup>73</sup>/<sub>100</sub> Dollars (\$110<sup>73</sup>/<sub>100</sub>). The Court further find that in order to secure the payment of said note the defendants John B. Ramsey and Eliza Jane Ramsey his wife executed and delivered to said plaintiff their certain mortgage as in the petition described and on the premises therein described that said mortgage was duly recorded in book No. 18 - Page 339 of the records of mortgages of Union County at one o'clock P.M. March 29 1882. The said mortgage has become absolute and that the plaintiff is a corporation duly incorporated under the laws of Ohio and is entitled to a judgment upon said note and a foreclosure of said mortgage. It is therefore considered and adjudged by the Court that the said plaintiff recover of the said defendant John B. Ramsey the said sum of Eleven hundred and ten

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and \$300 Dollars being the sum so found due and also interest from the first day of this Term of Court at 7 per cent per annum together with his costs herein expended and that unless said John B. Ramsey pay said sum, interest, and cost within five days from this date then that the said defendants equity of Redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

See Record 32, Page 415.

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

Cases before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the Town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 22<sup>nd</sup> day of February, in the year of our Lord, one thousand eight hundred and eighty six. Herebefore, to wit, on the 31<sup>st</sup> day of Jan. A.D. 1885 the following Petition was filed with the Clerk of said Court, to wit:

Wm. Penn vs. John B. Ramsey et als.

Court of Common Pleas, Union County, Ohio.  
Petition to marshal liens.

The plaintiff says that at the Sept. term 1884 he obtained judgment in this Court of Common Pleas of Union County against said John B. Ramsey for four hundred dollars debt & \$46.<sup>00</sup> original costs with interest from October 6, 1884 which judgment is in full force & effect & wholly unpaid. That writs of execution issued on said judgment to the Sheriff of said County commanding him to make said judgment & costs & said Sheriff finding no chattels of said Ramsey whereon to levy, levied on the following lands of the property of said John B. Ramsey viz situate in said County of Union in Dover Township of said County of Union. 1<sup>st</sup> part of survey No. 3007 Beginning at a stone in the east line of the survey 50 poles from the S. E. corner of the site of a well 10 W. with survey line 90 1/2 poles to a buckeye & sugar tree & iron wood, thence N. 81 W. 14 1/2 poles to a dogwood & hickory, thence S. 69 E. 57 poles to a stone in the North West corner of the Ramsey land thence with his line S. 84 E. 154 1/2 poles to the beginning containing 64 1/2 acres, lot of Wm. Suggitt, by Wm. Ramsey also in survey 2995 Beginning at the middle of Mill creek in the North line of lot 3 thence N. 79 W. 27 1/2 poles to a stake in the west line of said survey, thence S. 11 W. 77 poles to a stake, thence S. 79 1/2 poles to the center of Mill creek thence down the creek to the beginning containing 10 acres lot of Abraham Estimanel by Wm. Ramsey. Also in survey 3007 Beginning at a stone & buckeye & sugar & iron wood in the east line of said survey being in the North E. corner of lot 3 thence with the North line of said lot & the south lot of James Suggitt land S. 82 W. 57 7/8 poles to a white oak thence S. 3 W. 72 poles to a stake at the root of a white oak thence S. 83 E. 75 poles to a stone in the East line of said survey thence with said line N. 9 W. 91 poles to the beginning containing 33 acres - Also on same survey Beginning at a stone dogwood white oak & sugar south west corner of Wm. Ellisons land on the West line of survey 2995 thence with said line S. 9 E. 77 poles to a stake, N. 80 E. 7 1/2 poles to the center of Mill creek thence down said creek with meanders thereof to the south line of Ellisons land thence S. 80 W. 27 1/2 poles to the beginning containing 10 acres - all of which lines are still subsisting - The said John B. Ramsey the plaintiff avers owns said land but says that Eleanor Ramsey has a life estate as the widow of Wm. Ramsey on the following part of said lands viz Beginning at three white oaks south East corner of No. 3007 thence with East line thereof N. 9 W. 49 7/8 poles to a stone thence N. 83 W. 75 1/8 poles to a stake at the root of a white oak thence S. 3 W. 26 7/8 poles to a stake, thence S. 83 1/2 W. 29 7/8 poles to a stake North East corner of Elizabeth Crippine lot

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... with the east line of said lot south 43 1/2 poles to a stake in the south line of lot No. 3 of the subdivision of the survey thence with said line N 32 1/2 E. 114 1/2 poles to the beginning containing 37 acres also a wood lot as follows beginning at a stake at the root of a white oak W. West corner to the above described lot, thence N. 3 E. 72 poles to a white oak W. the North line of lot 3 of said subdivision thence with said line S 82 W. 13 1/2 poles to a stake thence N 3 W. 68 1/2 poles to a stake thence S 83 E. 13 1/2 poles to the beginning containing 5 1/2 acres more or less. It is claimed that Jesse Ramsey has some interest in said premises - Plaintiff is unable to find recorded the deeds of conveyance to said John B. Ramsey from his brothers & others but plaintiff believes he has the conveyances but has not recorded them - Plaintiff asks that said John B. Ramsey shall answer under oath, what part of said land he has deeds for & from whom & if he has given any mortgages upon said land & if so to whom & for what sums - That he so state from whom he bought said lands & who gave to him the deeds for same.

Owing to said life estate & said claims & incumbrances said land cannot be sold under execution & it is necessary to have the claims & liens ascertained and an order of sale of said premises in order that same may be sold clear of incumbrances & plaintiff asks for such an order & decree - Robinson & Piper, attys for plff

The State of Ohio  
 Union County, ss. J. W. Robinson being duly sworn says he is one of the attys for plff in the foregoing cause & that plaintiff is not in or resident of said County of Union & he believes the allegations of the foregoing petition are true - J. W. Robinson  
 Sworn to before me & signed in my presence this 31st day of Jan. 1885.  
 J. L. Burgner, Clerk.

To the Clerk Jesse summons for John B. Ramsey, Eleanor Ramsey, Jesse Ramsey endorse petition to marshal liens for equitable relief. Robinson & Piper, attys for plff.

Afterward, on the 31st day of January, A.D. 1885, the following summons was issued by the Clerk of said Court, to wit:

The State of Ohio, } To the Sheriff of the County of Union. Greeting:  
 Union County, ss. } We command you to take John B. Ramsey, Eleanor Ramsey and Jesse Ramsey that they have been sued by Wm. Cenn in the Court of Common Pleas of Union County and that unless they answer by the 22nd day of February A.D. 1885, the petition of said William Cenn 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 ninth day of February A.D. 1885, Witness my hand and the seal of said Court, this 31st day of January A.D. 1885.  
 J. L. Burgner, Clerk.

Endorsed: Petition to a marshal liens and for equitable relief.  
 Robinson & Piper, Plaintiffs Attorneys.

Said Writ returned & filed, Feb. 5 A.D. 1885, endorsed as follows, to wit:  
 The State of Ohio, } Received this Writ Jan. 31 A.D. 1885, at 7 o'clock P.M. and pursuant  
 County, ss. } to its command, on the 4th day of Feb. A.D. 1885, I served the same by  
 delivering a true copy with endorsements thereon to the within named Defendants. See Sec 50  
 50 Mileage 1.60 Return 25 Total 2.45 M. Hopkins, Sheriff, By A. H. Goodwin, Deputy.

Afterward on the 27th day of Feb. A.D. 1885, the following answer was filed with the Clerk of said Court, to wit:  
 Court of Common Pleas, Union County, Ohio.  
 Answer of Eleanor Ramsey.  
 John B. Ramsey et al. vs. } The defendant, Eleanor Ramsey now comes by her agent, Jesse Ramsey  
 for her separate answer to the Petition says: It is true as stated in the Plaintiff's petition that she is

Principals  
 No. 4724

summons

Sheriff's Return

Answer

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The widow of said W<sup>m</sup> Ramsey deceased and that her interest is as set forth in the petition being the 37 acre lot as described as well as the 5 1/2 acre lot and that the two lots containing 4 1/2 acres are hers during her life time as her dower estate and as set off to her according to law from the estate of said W<sup>m</sup> Ramsey deceased she therefore prays the court that her said interest may be protected and that she go hence without costs

L. E. Arthur, Attorney for Eleanor Ramsey.

The State of Ohio: Jesse Ramsey agent as above set forth of Eleanor Ramsey being first duly sworn says the facts stated and allegations made in the above and foregoing answer are true as he truly believes.

Jesse Ramsey

Sworn to and subscribed before me by Jesse Ramsey this 27<sup>th</sup> day of February A. D. 1885.

[Seal]

J. L. Burgner, Clerk.

Afterward, on the 25<sup>th</sup> day of Mar. A. D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. W<sup>m</sup> Carr vs John B. Ramsey et als. This day came the parties on motion this cause is consolidated with No. 4973 which is re-docketed & to be carried on under No. 4973 it appearing to the Court that plaintiff has a judgment lien on the lands in the plaintiffs petition described & on the land in the petition of Ohio Farmers described in said cause No. 4973. Therefore it is considered, ordered & decreed by the Court that if said John B. Ramsey fail for three days to pay said judgment in said petition described that an order of sale issue to the Sheriff commanding him to appraise advertise & sell according to law the lands in both of said petitions described & bring the proceeds of such sale into Court for distribution.

Afterward, on the 7<sup>th</sup> day of April A. D. 1886, the following Entry was made on the Journal, by the Clerk of said Court, to-wit:

Entry. W<sup>m</sup> Carr vs John B. Ramsey. This day this cause came on to be heard upon the motion of Defendants to set aside the sale made herein, on consideration whereof and the Court being fully advised in the premises finds that said motion is well taken. It is therefore considered and adjudged that said sale be and the same is hereby set aside.

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

of lot No. 3 of the containing 37 West corner to subdivision thence S. 83 E. Jesse Ramsey of convenience expenses but or under any mort from whom he cannot be sold an order of s & plaintiffs the attys for county of Union Jesse Ramsey attys for pff. was issued and Jesse Ramsey and that Carr against and judgment th day of Febru A. D. 1885. t: ed pursuant the same by courts. Secree r, Deputy with the Jesse Ramsey time that she is

Cases before the Honor. John A. Price, Judge of a Court of Common Pleas begun and held at the Court House, in the Town of Mansville, within & for the County of Marion of the Third Subdivision of the Fifth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand, eight hundred and eighty seven. Hereofore, to wit, on the 2<sup>d</sup> day of May A. D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

*Levi Longbrake*  
Petitioner  
vs.  
Frank B. Ferris, Emma Ferris, George B. Edwards  
R. M. Round & Ella Edwards.  
No. 5316

Court of Common Pleas,  
Marion County Ohio,  
Petition,  
1<sup>st</sup> Cause of Action.

The plaintiff says, that on the 16<sup>th</sup> day of October, 1882, the defendant Frank B. Ferris made and delivered to J. J. Arthur his certain promissory note, of that date and thereby promised to pay to said Arthur or order the sum of \$100<sup>00</sup> dollars, in one year from said Oct. 16, 1882, with interest at eight per cent from that date. 2<sup>nd</sup> For a Second Cause of Action the plaintiff says that on said 16<sup>th</sup> day of Oct. 1882 said Ferris made and delivered to said Arthur his other promissory note of that date and thereby promised to pay said Arthur, in two years from said 16<sup>th</sup> Oct. 1882, the sum of \$100<sup>00</sup> with interest at 8 per cent from that date. 3<sup>rd</sup> For a third Cause of Action this plaintiff says, that on said Oct. 16, 1882, said Ferris made and delivered to said Arthur, his third promissory note of that date and thereby promised to pay to said Arthur in three years from that date with interest at eight per cent from said Oct. 16, 1882. 4. The interest on each of said notes has all been paid up to the 29<sup>th</sup> day of April 1886, as the indorsement on each of them will respectively show. 5<sup>th</sup> To secure the payment of said above three described notes said Frank B. Ferris and his wife Emma Ferris made and delivered to said Arthur their mortgage deed of Oct. 16, 1882 and thereby conveyed to him all of Jar Lot No. 293, in the eastern addition of Mansville as Recorded in Plat Book No. 1 Page 144 said notes having been and Mortgage having been given to secure the balance of purchase money of said property. 6. That afterwards to wit on the 22<sup>d</sup> day of October 1884, said Arthur sold and transferred to this plaintiff, for a full and valuable consideration all of the above described notes and mortgage securing the same, and that this plaintiff is now the legal owner and holder of the same. 7 That R. M. Round and George B. Edwards claim to have some interest in the above described premises. And the plaintiff prays that they may be made parties defendant, that they be required to set up the same if any they have. 8. The said deed has become absolute, that there is now due and remaining unpaid upon said three notes the sum of \$300<sup>00</sup> with interest at 8 per cent from the 29<sup>th</sup> day of April 1886. 9. The plaintiff therefore asks Judgment for the above sum of money with its interest, and that said mortgage may be foreclosed and other order taken as is permitted by law.

J. J. Arthur, Attorney for Plaintiff.

The State of Ohio,  
Marion County, ss. The plaintiff Levi Longbrake being duly sworn says the facts stated and allegations made in the foregoing Petition are true as he verily believes.  
Levi Longbrake.  
Shewn to by Levi Longbrake and by him subscribed, in my presence

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This 2<sup>nd</sup> day of May A.D. 1887.

[Seal]

J. L. Burgner, Clerk.

Copy of Note No. 1

\$100<sup>00</sup>

Marysville O. Oct. 16, 1882.

One year after date, I promise to pay to the order of J. T. Arthur one hundred dollars at 8 per cent interest from date. Value received. Frank B. Ferris.  
Due Oct. 16, 1883.

The above note endorsed, Pay to Levi Longbrake or order. Interest paid in full to date April 29, 1886.

Copy of Note

\$100<sup>00</sup>

Marysville O. Oct. 16, 1882.

Two years after date, I promise to pay to the order of J. T. Arthur one hundred dollars at 8 per cent interest from date - Value received.  
Due Oct. 16, 1884

The above Note endorsed, Pay to Levi Longbrake or order. Interest paid in full to date April 29, 1886.

Copy of Note

\$100<sup>00</sup>

Marysville O. Oct. 16, 1882.

Three years after date I promise to pay to the order of J. T. Arthur one hundred dollars at 8 per cent interest from date - Value received.  
Due Oct. 16, 1885

The above note endorsed, Pay to Levi Longbrake or order. Interest paid in full to date April 29, 1886.

Envelope

Mr. Clerk. Issue summonses to sheriff of Franklin Co. O. for R. M. Round, Frank B. Ferris and Emma Ferris his wife. To Sheriff of Union Co. O. for George B. Edwards and Ella Edwards his wife. endorse each writ Foreclosure of Mortgage. J. T. Arthur, Atty

Afterward, on the 2<sup>nd</sup> day of May A.D. 1887, 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. Sheweth: We command you to notify Frank B. Ferris, Emma Ferris, George B. Edwards, Ella Edwards and R. M. Round that they have been sued by Levi Longbrake in the Court of Common Pleas of Union County, and that unless they answer by the 4<sup>th</sup> day of June 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 16<sup>th</sup> day of May A.D. 1887. Witness my hand and the seal of said Court, this 2<sup>nd</sup> day of May A.D. 1887.

[Seal]

J. L. Burgner, Clerk.

Endorsed: In action for Foreclosure of Mortgage.

J. T. Arthur, Plaintiffs Atty.

Sheriff's Return

Said Writ returned and filed May 13<sup>th</sup> A.D. 1887, endorsed as follows, viz: The State of Ohio, Union County, ss. Received this Writ May 2<sup>nd</sup> A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 4<sup>th</sup> day of May A.D. 1887, I served the same by leaving a true copy of this writ with the endorses theron at the usual place of residence of the within named defendant Geo. B. Edwards and by

handing a true copy with the endorsements thereon to the within named defendant Ella Edwards. The defendants Frank B. Ferris, Emma Ferris and R. M. Round not found in any county. Service 45 Mileage 16 Copy 100 Total 161 W. Hopkins, Sheriff By A. H. Goodwin, Deputy.

Afterward, on the 5 day of May 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 Franklin - Greeting:

Summons No. 5316 We command you to notify R. M. Round, Frank B. Ferris, & Emma Ferris his wife that they et al. have been sued by Levi Longbrake in the Court of Common Pleas of Union County, and that unless they answer by the 4 day of June 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 16th day of May A. D. 1887. Witness my hand and the seal of said Court, this 5th day of May A. D. 1887.

J. L. Burgher, Clerk.

Endorsed, In action for foreclosure of Mortgage.

F. J. Arthur, Plaintiffs Atty.

Sherriff's Return The State of Ohio, Franklin County, ss. Received this Writ May 7th A. D. 1887, at - o'clock - M. and pursuant to its command, on the 11th day of May - A. D. 1887, I served the within named Deft. Emma Ferris by delivering to her personally a true & certified copy of this writ with all endorsements thereon and on the same day I served Frank B. Ferris and R. M. Round by leaving each a true & certified copy of this writ with all endorsements thereon at their usual place of residence Service 60 Mileage 64 Copy 60 Doc. & Postage 29 Total \$2.15

Wm. H. Barbee Sheriff Franklin Co.

By M. J. Henry, Deputy.

Afterward, on the 27 day of May A. D. 1887, the following Answer &c was filed with the Clerk of said Court; to-wit:

Levi Longbrake, Plaintiff, Court of Common Pleas, Union County, Ohio.

Answer Frank B. Ferris et al. Defendants: Answer and Cross petition of Robert M. Round Defendant, Robert M. Round says that the defendants, George B. Edwards and Ella Edwards, did, on the 30th day of September, 1884, convey the premises in the petition described to said Robert M. Round, by mortgage to secure the payment of Nine Hundred and Fifty Dollars, with interest at the rate of eight per cent per annum, which deed of mortgage was on the said 30th day of September 1884 duly left for record with the recorder of said county of Union and became and still is a valid and subsisting lien on said premises, and said George B. Edwards and Ella Edwards have paid on the same the sum of Seventy Five Dollars, being the interest for one year and no more, and the balance of Nine Hundred and Fifty Dollars with interest at eight per cent per annum, from the first day of October, 1886, is still due and owing from the said George Edwards

Order of Sale.

and Ella c... entry may... State of Oh... Franklin... as the he... Chroc... (Seal)... after... on the fol... Levi Long... we... Frank B... Ella Eda... hearing, a... pleading... ipse... tion he ha... same be... same is... money of... Frank... the mortg... upon the... duly reco... ty, and is... tion. Th... been broke... is hereby... ed and... the entry... costs in th... est at 8 pe... said wor... force an... Ohio, dire... petition de... for furthe... after... issued by... The State... Union Co... Whe... in and... Levi Long... Longbrake... et al. for th...

and Ella Edwards to him. Wherefore, said Robert M. Round prays that said prop-  
erty may be sold and his said claim be satisfied out of the proceeds thereof.  
S. L. Rankin, Attorney for Robert M. Round Defendant.

State of Ohio,  
Franklin Co. ss. Robert M. Round, defendant, being sworn says that he believ-  
es the facts stated in the above pleading to be true. Robert M. Round.  
Sworn to before me and signed in my presence this 26<sup>th</sup> day of May 1887.  
Charles E. Redwell, Notary Public, Franklin Co. Ohio.

Afterward, on the 9<sup>th</sup> day of June A.D. 1887, the following Entry was made  
on the Journal by the Clerk of said Court, to-wit:

Levi Longbrake, Plaintiff. } No. 5316  
vs. } Entry.  
Frank C. Ferris, Emma Ferris, George B. Edwards,  
Ella Edwards, and R. M. Round, Defendants. } This cause came on for  
hearing, and a jury being waived, was submitted to the court upon the  
pleadings and evidence, on consideration whereof, the Court find on the  
issue tried for the plaintiff - and that there is due plaintiff as in his peti-  
tion he has alleged the sum of \$326.<sup>60</sup> at this date June 9<sup>th</sup> 87 And that the  
same bear interest at 8 per cent from this date until paid, and that the  
same is a prior and better lien than any other - being for purchase  
money of the property in the petition described. That the defendants  
Frank C. Ferris and Emma Ferris his wife, executed and delivered  
the mortgage deed in the petition described and as therein set forth and  
upon the premises described in the petition that said mortgage was  
duly recorded in Book Page of the Records of Mortgages of Union Coun-  
ty, and is the first and best lien on the premises described in the peti-  
tion. The court further find that the conditions in said mortgage has  
been broken, that the same has become absolute, and that the plaintiff  
is thereby entitled to have the same foreclosed. It is therefore consid-  
ered and decreed that unless the said defendants shall within 5 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 \$326.<sup>60</sup> with inter-  
est at 8 per cent from the 9<sup>th</sup> day of June 1887 according to the terms of  
said mortgage deed that said premises shall be sold, and for this pur-  
pose an order of sale shall issue therefor to the sheriff of Union County,  
Ohio, directing him to appraise advertise and sell the premises in the  
petition described according to law and bring the proceeds into this court  
for further order.

Afterward, on the 16<sup>th</sup> day of July A.D. 1887, 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 term of the Court of Common Pleas held at Marysville,  
in and for said County, on the 9<sup>th</sup> day of June A. D. 1887 in the cause of  
Levi Longbrake Plaintiff, and Frank C. Ferris et al. Defendants, said Levi  
Longbrake obtained a judgment or decree against the said Frank C. Ferris  
et al. for the sum of three hundred and twenty six and <sup>60</sup>/<sub>100</sub> Dollars, and

in named  
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Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Frank B. Lewis shall within five days from the 7<sup>th</sup> day of June, A.D. 1887, pay unto the said Levi Longbrake the said sum of three hundred twenty six and  $\frac{60}{100}$  Dollars with interest from 7<sup>th</sup> day of June, A.D. 1887, at the rate of 8 per cent per annum, and to the Clerk of this Court the costs of this action herein, to-wit: \$10<sup>00</sup> and upon default to pay the same, that an order of sale issue to the Sheriff of this County, commanding him to proceed according to the statute regulating judgments and executions at law to sell the real estate described in Plaintiff's Petition, &c.: And whereas, the five days aforesaid have fully expired and the said sum of \$326. $\frac{60}{100}$  with interest and costs have not been paid as aforesaid, as appears to me 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: All of in Lot No. 293 in the Eastern addition of Marysville recorded in Plat Book No. 1 Page 144, in the Records office of Union County, Ohio. We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on Execution and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, Ohio, this 16<sup>th</sup> day of July, A.D. 1887.

(Seal)

J. D. Burman, Clerk.

Said Writ returned and filed July 16<sup>th</sup> A.D. 1887, endorsed as follows, viz:

Sheriff's Return No. 3316

The State of Ohio, Union County, ss: In obedience to the command of the Order of Sale heretofore made I did on the 17<sup>th</sup> day of July 1887, summon Geo. W. Bout, J. E. Moore & W. J. Harbut 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 19<sup>th</sup> day of July A.D. 1887, 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 Fourteen 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 20<sup>th</sup> day of July 1887 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County, Ohio) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 20<sup>th</sup> day of August 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 20<sup>th</sup> day of August, 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 R. M. Round, who bid for the same the sum of One thousand Dollars, and said sum being more two thirds of the appraised value thereof, and said R. M. Round being the highest and best bidder therefor, I then and there publicly sold and

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Levi Long  
vs  
Frank B. Lewis

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struck off said lands and tenements to him for said sum of One thousand Dollars.  
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 Fees 1400  
 M Hopkins, Sheriff

afterward, on the 27 day of Oct. A.D. 1887, the following Proof of Publication was filed  
 with the Clerk of said Court, to-wit:

*Sheriff's Sale:*

Levi Longbrake vs Frank C. Ferris et al. Court Common Pleas, Union County, O.  
 Doc. # Page 144, I.  
 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 20th, 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 village of Marysville, County of Union and State of Ohio, bounded  
 and described as follows: All of in lot No. 293 in the Eastern Addition of  
 Marysville, as recorded in Plat Book No. 1 Page 144 in the Recorder's Office  
 of Union County, Ohio. Appraised at \$1400. Terms of Sale, Cash.  
 Marion Hopkins, Sheriff Union County, Ohio.

E. T. Arthur, Attorney.  
 The State of Ohio,  
 Union County, ss.

July 20, 1887, p. f. 10.00

Proof of  
 Publication  
 No. 5316

The undersigned, being duly sworn, says that a  
 copy of the annexed notice was published for five consecutive weeks in the  
 "Marysville Tribune," a newspaper of general circulation in the County  
 of Union, the first publication beginning with July 20, 1887.  
 W. O. Shearer.

Shewn to and subscribed before me, this 24 day of Oct. 1887.  
 John L. Burges, Clerk.

Afterward, on the 27 day of Oct. A.D. 1887 the following Entry was  
 made on the Journal by the Clerk of said Court, to-wit:

Levi Longbrake vs Frank C. Ferris et al. Confirmation of sale.  
 On motion of the plaintiff, and on his produc-  
 ing the return of the sheriff of the sale made un-  
 der 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 the court, it is  
 ordered that the said proceedings and sale be, and they are hereby, approv-  
 ed and confirmed, and it is further ordered that the said sheriff, convey  
 to the purchaser Robert M. Round 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 pur-  
 chaser 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 com-  
 mending now to distribute the proceeds of said sale amounting to \$ dollars,  
 it is ordered that the Sheriff out of the money in his hands pay, The

Entry.

pay now a lien on said premises, 2<sup>nd</sup> The costs of this action, 3<sup>rd</sup> The plain-  
tiff Levi Longbrake the amount hereof found due him, with interest  
to wit the sum of \$ 4<sup>th</sup> To Robert M. Round the amount hereof found  
due him with interest to wit the sum of \$

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

Cases before the Honor. John A. Price, Judge of a Court of Common Pleas  
begun and held at the Court House, in the town of Marysville, within and  
for the County of Union of the Third Subdivision of the Tenth Judicial Dis-  
trict of the State of Ohio, on the 2<sup>d</sup> day of Oct., in the year of our Lord one  
thousand eight hundred and eighty seven. Hereofore, to wit, on the  
30<sup>th</sup> day of September A. D. 1887 the following Petition was filed with the Clerk  
of said Court, to wit:

Petition  
No. 5397  
Thomas Crindell, Lizzie Crindell, Plaintiffs. } Court of Common Pleas.  
vs }  
John Wesley Crindell, Aba W. Reed and } Union County, Ohio.  
Lucinda Reed and Anna Crindell minor child }  
of David B. Crindell, deceased & Lizzie M. Crindell, }  
Defendants. } Petition

The plaintiffs, Thos. J. Crindell & Lizzie L. Crindell says they have the legal title to and are in  
the lawful possession of the following described Real Estate, to wit: Situate  
in T. Military Survey No. 220 & 7007 in Blaine Twp. Marion Co. Ohio. Be-  
ginning at three ashies the original A. W. Corner of said Survey No. 220.  
Thence N. 17 1/2° W. with the original line 700 poles to a stake and stones;  
Thence N. 73° 57' E. 81 3/4 poles to a stake & stones. Thence S. 16° 3' E. 77 1/2 poles  
to a lime stone in the original South line of said Survey No. 220 - Thence  
S. 73° 57' W. 83 7/8 poles to the beginning, containing 40 acres - also the follow-  
ing, Situate in said Twp. County & State and part of said Survey No. 7009  
to wit, being 25 acres off the North end of the following described tract of  
land to wit, Beginning at 3 ashies corner to Spains Crindells and Ross  
lands - Thence S. 18° E. 250 poles with the line of Spains tract of land to a stake.  
Thence N. 72° E. 80 poles to 2 beeches corner to Tobias Robinsons land - Thence  
N. 18° W. 250 poles to a corner of Crindells land and to a stone. Thence  
with Crindells line 80 poles to the beginning, the whole a tract contain-  
ing 125 acres. Plaintiffs say that at the death of their father, Sylvester  
Crindell - about the year 1881 - he the Plaintiff, Thos. J. Crindell and  
said Sylvester Crindell were the owners of the above described 40 acres tract of  
land, as tenants in common, each being entitled to the possession of the  
undivided one half thereof, also that said Sylvester Crindell was the owner  
in fee and had the possession of the above described 25 acre tract of land at  
his death in the year 1881 as aforesaid, and also various other lands & chat-  
tel property of large value - That said Sylvester Crindell - by last will &  
and testament, devised to his wife Mary Crindell, who survived him and  
who still lives, his entire estate both Real and personal - including the  
above described lands to have and to hold, during her natural life, and  
also devised, that at the death of his said wife - all of his said lands & person

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at estate should be sold and the proceeds thereof equally divided between his three sons to wit, David B. Oliver, B and Charles S. Brindell - all of whom were living at the death of the said Sylvester Brindell provided that if his said three sons - could agree to divide the said lands between them, they were to be so divided instead of being sold - Plaintiffs further say that after the death of their said Father, Sylvester Brindell and after said will had been duly probated and its terms accepted by said Mary Brindell, widow of the said Testator, and by his heirs at law - He the Plaintiff Thos. S. Brindell, contracted and agreed with the said Mary Brindell & said David B. Oliver B. & Charles S. Brindell, for the purchase & conveyance to him the said Plaintiff, by good and sufficient deeds the above described 25 acres of land - and also for the undivided one half interest in the above described 40 acres of land, that this agreement was made in the year 1883 while the said David B. Oliver B. & Chas. S. Brindell were minors - and was made upon a good and valuable consideration to wit; the sum of \$2000<sup>00</sup> paid by the Plaintiffs to said Mary Brindell - and her said three sons - Plaintiffs say that in pursuance of the foregoing agreement on the 29<sup>th</sup> day of Sep. 1883, said Mary Brindell executed to Plaintiff, Thos. S. Brindell a quit claim deed - by which she revised & forever quit claimed to him, all her rights & title to said twenty five acre tract of land - and delivered to him full possession of said lands - also at the same time delivered to him the said Plaintiff, possession of said forty acre tract, that at the time of said conveyance & delivery of possession of said lands as aforesaid - said David B., Oliver, B. & Charles S. Brindell who were then minors, agreed in consideration of the payment of said purchase money - as aforesaid, that they and each of them would as soon as each become of the age of 21 years execute and deliver to the Plaintiff Thos. S. Brindell a quit claim deed for said above described lands. Plaintiffs further says - that said David B. Brindell about the 9<sup>th</sup> of June 1884 had become of age had married the Defendant, Lizzie M. Brindell - and that on said day said David B. Brindell and Lizzie M. Brindell, his wife as aforesaid, appeared before J. E. Davids, a Notary Public of Marion County Ohio and signed said quit claim deed - executed & delivered as aforesaid by said Mary Brindell, to the Plaintiff Thomas Brindell, for said 25 acre tract of land - and then and there acknowledged the signing thereof to be their voluntary act, for the purposes mentioned in said deed, and thereby conveyed to said Plaintiff their right title and interest therein. Plaintiffs further say - that in pursuance of said agreement, on the 15<sup>th</sup> day of April 1885 - said David B. and Lizzie M. Brindell executed and delivered to Plaintiff Lizzie S. Brindell, wife of the Plaintiff Thos. S. Brindell - their quit claim deed - conveying to her the said Lizzie S. Brindell, all their right title & interest in said above described 40 acres of land - that soon after the execution and delivery of the above conveyance, to said Lizzie S. Brindell the said David B. Brindell was suddenly killed by the falling of a timber in the erection of a barn - and left the said Defendants Lizzie M. Brindell and Anna Brindell, his widow and minor child, Plaintiffs say that the said Oliver B. Brindell arrived at the age of 21 years about the 1<sup>st</sup> of Nov. 1885 - and on said said day and afterwards - spoke to

Plaintiffs about his said agreement to convey his right & title in said lands to said Thomas Brindell and then and there, in the presence of witnesses fully acknowledged & satisfied his said agreement and promised then and there, to execute said conveyance at his earliest convenience and opportunity. But Plaintiffs say before said conveyance was made by said Oliver B. Brindell and while his obligation to execute & deliver the same was in full force - he the said Oliver was suddenly stricken in death being killed Dec. 4<sup>th</sup> 1885, by the falling of a heavy scaffold in the village of Richwood. O - Plaintiffs further say, that in pursuance of said purchase of said lands in 1883 from said Mary Brindell & said David B. Oliver & Chas. A. Brindell they took possession thereof and have made permanent improvements thereon of large value - and are now in full possession & enjoyment of said lands - That said Mary Brindell, Chas. A. Brindell, and Emilee E. Chen, who is a sister and heir at law of the said Oliver B. Brindell, & her husband Frank Chen have recently in pursuance of said agreement, as aforesaid, to convey said lands - and by reason of the death of said Oliver B. Brindell - Executed & delivered to said Lizzie S. Brindell - by the request of said Thomas Brindell their quit claim deed, by which they and each of them, remise & forever quit claim to said Lizzie S. Brindell all their right title & interest in said 25 & 40 acre tract of land - the said Lizzie S. Brindell having at said time arrived at the age of 21 years - and that previous to said last mentioned conveyance said Oliver B. Brindell & Lizzie S. Brindell had by deed duly executed, conveyed to said Mary Brindell in trust for the benefits of said Lizzie S. Brindell said 25 acre tract of land - Plaintiffs say that said Oliver B. Brindell died intestate and without issue, and that the Defendants John Wesley Brindell & Lucinda Reed intermarried with the Deft. Alex. M. Reed - and Anna Brindell - minor child of said David B. Brindell deceased - are heirs at law of the said Oliver B. Brindell deceased, and therefore claim an interest in said 25 acre tract of land & also in the undivided one half of said 40 acre tract, adverse to the claims of the Plaintiffs. But the Plaintiffs say that they had fully paid to said Oliver B. Brindell, a full and fair consideration for his interest in said lands prior to his coming to the age of 21 years - and that by reason of the premises - and of his ratification thereof as aforesaid, they are entitled to a full conveyance of said lands, to said Lizzie S. Brindell, by the legal representatives of the said Oliver B. Brindell - Wherefore Plaintiffs pray that the said defendants may be required to answer & set up their said claims, and that upon the final hearing hereof by the Court, said defendants be decreed to quit claim, by deed duly executed to said Lizzie S. Brindell, said 25 acre tract of land, and the undivided one half of said 40 acres - and that in case said defendants or either of them, neglect refuse or is incompetent for any reason to execute said conveyance then that the said decree operate as a full conveyance thereof and that her title thereto be forever quieted.

P. R. Kerr, Atty for Plaintiffs.

State of Ohio  
 ss. Thomas J. Brindell being sworn says the statements and allegations in the foregoing petition are true. Thomas J. Brindell.  
 Sworn to before me and subscribed in my presence this 27 day of Sep.

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O. B. Martin, Justice of the Peace.

Writ

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Clerk: issue Writs for defendants to sheriff of Union Co. and en-  
dorse thereon writ to quiet title to lands. P. R. Kerr Atty. for Plaintiffs.

Afterward, on the 1<sup>st</sup> day of Oct. A. D. 1887. the following Writ was  
issued by the Clerk of said Court, to wit:

Writ

The State of Ohio

Union County, ss. To the Sheriff of the County of Union Greeting:

We command you to notify John Wesley Brindell, Alex W. Reed and  
Lucinda Reed Anna Brindell minor child of David L. Brindell Deceased,  
and Lizzie M. Brindell that they have been sued by Thomas S. Brin-  
dell and Lizzie S. Brindell in the Court of Common Pleas of Union County,  
and that unless they answer by the 29<sup>th</sup> day of October A. D. 1887 the peti-  
tion of said Plaintiffs against them filed in the Clerk's Office of said  
Court, such petition will be taken as true and judgment rendered ac-  
cordingly. You will make due return of this summons on the 10<sup>th</sup> day  
of Oct. A. D. 1887. Witness my hand and the seal of said Court this 1<sup>st</sup>  
day of Oct. A. D. 1887.

[Seal]

John L. Burgner, Clerk.

Endorsed, In action to quiet title to lands.

P. R. Kerr, Plaintiffs Atty.

Said Writ returned and filed Oct 10<sup>th</sup> A. D. 1887, indorsed as follows  
to wit:

Writ  
Return

The State of Ohio. Received this Writ Oct. 1<sup>st</sup> A. D. 1887 at 2 o'clock  
Union County, ss. P. M. and pursuant to its command, on the 3<sup>rd</sup>  
day of Oct. A. D. 1887. I served the same by leaving a certified copy of  
this writ with the indorsements thereon at the usual place of residence  
of the within named defendant John Wesley Brindell and by hand-  
ing a certified copy of the same to the within named defendants  
Alex W. Reed Lucinda Reed, Anna Brindell a minor child of David  
Brindell Deceased and Lizzie M. Brindell also by handing a certifi-  
ed copy of the same to Lizzie M. Brindell mother of Anna Brindell  
the above named minor child of David Brindell Deceased. Service 1.15  
Mileage 3.20 Copy 1.20 Total \$5.45 M. Hopkins, Sheriff

Afterward, on the 17<sup>th</sup> day of Nov. A. D. 1887. the following Entry was  
made on the Journal by the Clerk of said Court, to wit:

Entry

Thomas Brindell et al.

vs  
John W. Brindell et al. This day this cause came on to be heard upon  
motion of Plaintiffs for the appointment of a  
Guardian ad litem, for Anna Brindell a minor left heir and  
thereupon the Court appointed James W. Robinson as such Guardian

Afterward, on the 17<sup>th</sup> day of Nov. A. D. 1887 the following answer was filed  
with the Clerk of said Court, to wit:

Answer

Thomas S. Brindell Lizzie S. Brindell,

Court of Common  
Pleas, Union Co.

vs  
John W. Brindell, Lucinda Reed Anna Brindell et al. Defts. Ohio.

And now comes the Defendant Anna Brindell a minor by J. W. Robinson her Guardian ad litem and for answer to Plaintiff's Petition says that he has no knowledge of the matters and allegations of the Plaintiff and therefore denies the same and demands proof thereof.

J. W. Robinson, Guardian ad litem.

State of Ohio

Union Co. Ohio: J. W. Robinson being sworn says the allegations of the foregoing answer are true as he verily believes.

J. W. Robinson.

Sworn to before me and subscribed in my presence this 17 day of Nov. 1887. Seal J. L. Burgner, Clerk.

Afterward, on the 23 day of Nov. A. D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to wit:

Thos. S. Brindell + Lizzie S. Brindell No. 5397

Entry

vs. John W. Brindell, Anna Brindell et al. Court of Common Pleas. Union County, O.

No. 5397

This day this cause came on to be heard, upon the Petition of the Plaintiffs the answer of the Defendant Anna Brindell an infant by J. W. Robinson Guardian ad litem appointed by the Court, and the proofs and Exhibits of the Plaintiffs: and the other defendants failing to answer or demur to said petition - and the Court being fully advised in the premises finds that the statements and allegations of the Plaintiffs petition are true. It is therefore decreed by the Court that the Plaintiffs Thos. S. Brindell and Lizzie S. Brindell are the true and lawful owners and possessors of the premises to wit the sixty five acres described in Plaintiffs petition and that their title thereto ought to be and is hereby forever quieted against the claims of any of said defendants - and it appearing to the Court that the Defendants J. W. Brindell Alex. W. Reed, Lizzie W. Brindell and Lucinda Reed, have since the commencement of this action, quit-claimed to Lizzie S. Brindell, by the consent and at the request of the Plaintiffs - all their right & title to said premises - and that the said Anna Brindell is legally disqualified from so conveying her interest thereon by reason of her minority. It is decreed by the Court that this judgment and decree shall operate as a deed of conveyance for said premises to the Plaintiffs - and it is further ordered, that the Plaintiffs pay the costs of this proceedings

Attest. John L. Burgner, Clerk. By Nellie Rodney, Deputy.

Clerk before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24 day of October, in the year of our Lord, one thousand eight hundred and eighty seven.

Hereupon, to wit: on the 1 day of Oct. A. D. 1887 the following Petition was filed with the Clerk of said Court, to wit:

Petition

No. 5403

Engle Mack vs Abraham W. Plaintiff State of Ohio its cause

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After issued by The State of Union Co.

Summons

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Petition  
 vs  
 Eagle Machine Works, Plaintiff.  
 Abraham Wolford and Calvin Wolford, Defendants.  
 No. 403

Court of Common Pleas  
 Union County, Ohio.

Plaintiff says, It is a company duly incorporated under the laws of the State of Indiana with principal office at Indianapolis in said state. That this its cause of action is founded upon an account of which the following is a copy.

Indianapolis, Sept. 1887.  
 Messrs Abraham + Calvin Wolford  
 Pottersburg, O.

Bought of Eagle Machine Works,  
 all bills payable in current funds or Cashiers Draft. We pay no exchange or express charges on remittances. All claims for allowances must be made within five days from receipt of goods. Special credit is given only where accounts are settled by note. All accounts payable with interest after 30 days.

1886. Sept 4 Eagle Straw Stacker #774 Per contract 130.00 Shipment + deliv-  
 ery made from Ohio State Fair 1886 at Columbus.

There is due the plaintiff on said account, from the defendants the sum of one hundred and thirty Dollars (\$130<sup>00</sup>) which it claims with interest from July 10-1887 and for which it prays 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 in the above action duly authorized in the premises. That said plaintiff is a nonresident of the said County of Union and is now absent therefrom and that the facts stated and the allegations in the foregoing petition are as he verily believes true.

L. Piper

Sworn to before me by L. Piper and by him subscribed in my pres-  
 ence this 1<sup>st</sup> day of October A.D. 1887. John D. Burger, Clerk.

Writ

Go Clerk, Issue summons upon the petition in the above case di-  
 rected to sheriff of Union County, Ohio. for the defendants therein.  
 Endorse. Amount claimed \$130<sup>00</sup> with interest from July 10<sup>th</sup> 1887.

Robinson and Piper, Attys for Plaintiff.

Afterward, on the 1<sup>st</sup> day of Oct. 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 - Meeting:

Summons

We command you to notify Abraham Wolford and Calvin Wolford that  
 they have been sued by Eagle Machine Works in the Court of Common Pleas  
 of Union County, and that unless they answer by the 29<sup>th</sup> day of October  
 A.D. 1887 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 10<sup>th</sup>  
 day of Oct. A.D. 1887. Witness my hand and the seal of said Court, this 1<sup>st</sup>  
 day of Oct. A.D. 1887.

[Seal]

J. D. Burger, Clerk.

Endorsed. In action for money only. amount claimed \$130<sup>00</sup> with inter-  
 est from July 10-1887. Robinson and Piper, Plaintiffs Atty.

Said writ returned and filed Oct. 10<sup>th</sup> A.D. 1887. endorsed as follows, to-wit:

*Sherriff Return.* The State of Ohio, Union County, ss. Received this writ Oct. 1<sup>st</sup> A.D. 1887. at 2 o'clock P.M. and pursuant to its command, on the 8<sup>th</sup> day of Oct. A.D. 1887. I served the same by handing a true copy of this writ with the endorsements thereon to the within named Abraham Wolford and by leaving a true copy of the same at the usual place of residence of the within named Calvin Wolford. Service 45<sup>cts</sup> Mileage 1.25 Copy 40 Total \$ 2.13 M. Hopkins, Sher.

Afterward, on the 1<sup>st</sup> day of Nov. A.D. 1887 the following entry was made on the Journal, by the Clerk of said Court, to-wit:

*Country.* Eagle Machine Works vs. Money Entry. Abraham + Calvin Wolford. Now comes the plaintiff by its attorneys and the defendants being in default for answer and deemed the court find that the allegations of the petition are by them confessed to be true and find that the defendants Abraham Wolford and Calvin Wolford are indebted to the plaintiff the Eagle Machine Works in the sum of one hundred thirty + <sup>75</sup>/<sub>100</sub> Dollars. It is therefore considered by the court that the plaintiff recover from the said defendants the said sum of one hundred thirty + <sup>75</sup>/<sub>100</sub> Dollars (\$130 <sup>75</sup>/<sub>100</sub>) with interest from the first day of this term of Court and its costs herein expended taxed at #

Attest. John L. Burgeon, Clerk. By Nellie Roney Deputy.

Plea before the Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the third subdivision of the Sixth 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 seven. Herefore, to-wit; on the 24 day of Sept. A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

*Petition.* Effie A. Wilson, Plaintiff, vs. George Wilson, Defendant. Court of Common Pleas. Union County, Ohio.

*No. 5390* Plaintiff has been a resident of the State of Ohio for more than the year last past and is now a bona fide resident of said county of Union. On or about the 23 day of March A.D. 1884, she was married to the defendant. First Cause of Action. That our child Oscar E. Wilson now past two years of age was born of such marriage. The defendant since their said marriage 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 and profligacy. Second Cause of Action. That during the months of July and August A.D. 1887 the defendant was several times guilty of extreme cruelty towards plaintiff in this, that he struck and kicked plaintiff and jerked her with great violence. The plaintiff says that the defendant has frequently threatened to take their said child away from her and that he frequently comes to the residence of the

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plaintiff to interfere with the peace and quiet and to carry away their said child of the tender years aforesaid - that defendant has no place to take and care for said child - The plaintiff therefore asks that said defendant may be restrained from interfering with plaintiffs custody of said child and that a temporary injunction against said defendant restraining him from interfering with her custody of said child and that on the final hearing he may be perpetually enjoined from interfering with her custody of said child. Wherefore plaintiff prays that she may be divorced from the defendant and have the custody of said child and for all proper relief. D. W. Ayers, atty for Plaintiff.

Union County, ss: Effie A. Wilson being duly sworn says the facts stated and allegations in the foregoing petition are true. Effie A. Wilson.

Sworn to before me and signed in my presence by the said Effie A. Wilson this 24 day of September A.D. 1887. John L. Burgher, Clerk.

Injunction allowed as prayed for in the within petition, until further ordered by the Court of Common Pleas, a Judge thereof or other competent authority, and without a bond or undertaking by the Plaintiff, in pursuance of the Statute in such cases made and provided.

Probate Judge \$2.00 John B. Coats, Probate Judge.

Clerk, Issue Summons and copy of the petition in the above case to Sheriff of Union County Ohio. Endorsed - Action for Divorce D. W. Ayers.

Afterward, on the 24<sup>th</sup> day of Sept. A.D. 1887, the following Order of Injunction was filed with the Clerk of said Court, to wit:

Order of Injunction. Effie A. Wilson vs George Wilson. Before The Probate Judge. Motion For Temporary Injunction in The Court of Common Pleas. Union County, Ohio.

And now, on this 24<sup>th</sup> day of September 1887 came the plaintiff, by D. W. Ayers her attorney; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff 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 interfering with plaintiffs custody of her child Oscar E. Wilson 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 without giving an undertaking to the said defendant in pursuance of law in such cases made and provided. John B. Coats, Probate Judge.

Afterward, on the 24<sup>th</sup> day of Sept. A.D. 1887, the following summons was issued by the Clerk of said Court, to wit:

Summons issued by the Clerk of said Court, to wit: The State of Ohio, To the Sheriff of Union County: Union County, ss: You are commanded to notify Geo. Wilson that Effie A. Wilson 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 here with delivered to you to be served on him), charging him with extreme cruelty &c, and asking that she be divorced from him, and that and

for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing and six weeks from and after the service of this writ. You will make due return of this summons on the 3<sup>rd</sup> day of October, A.D. 1887. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, O., this 24<sup>th</sup> day of Sept. A.D. 1887.

John L. Burgner, Clerk.

Endorsed, Summons in Action For Divorce and Injunction allowed.  
D. W. Myers, Atty.

Sheriff's Return  
No. 5370

Said Writ returned and filed Oct. 3<sup>rd</sup> A.D. 1887, endorsed as follows, to wit: The State of Ohio } Received this writ on the 24<sup>th</sup> day of Sept. A.D. 1887; and on Union County, ss } the 26<sup>th</sup> day of Sept. A.D. 1887, I served the same by handing to George Wilson a true copy thereof with the endorsements thereon, together with a certified copy of the petition. Service \$4.00 Copy 20 Mileage \$0.25 Total \$4.25 M. Hopkins, Sheriff. By A. H. Goodwin, Deputy.

Entry.

Afterward on the 23<sup>rd</sup> day of Nov. A.D. 1887, the following Entry was made in the Journal by the Clerk of said Court, to wit:

Effie A. Wilson } Entry.  
vs } Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the state of Ohio for one year next preceding the same, and was at that time a bona fide resident of this county of Union, and that the parties here to were married as in the petition set forth. The Court further find upon the evidence adduced, that the defendant has been guilty of extreme cruelty and gross neglect of duty towards the plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is further (therefore) ordered and adjudged by the court that the marriage contract heretofore existing between the said Effie A. Wilson and George Wilson be, and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said child of the parties hereto be, until further ordered, confided to the said Effie A. Wilson, exclusively. And the said George Wilson is hereby enjoined from interfering in any manner with said child. But it is ordered that the said George Wilson have the privilege of visiting said child once every month in the day time.

Attest, John L. Burgner, Clerk.  
By Nellie Rowley, Deputy.

Clerk before His Honor, John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven.

Petition  
No. 5324

Hereto filed with William J. George W. Warner and action here the 21 day mer and St late one fo est bond with inter of Decembe notes the a deliver of Anna and in being Lots description Also the ship, par line of the Lots No. 3 Alley N. 182 with the a Stony Poir eleven (11) therefrom the line of containing page dead A. L. Warner said prou then said virtue in Ohio be M. and av for said Warner husband heirs at de that there note of Eft ments have deed has b of \$ 4 2.08 w trust from



Heretofore, to-wit, on the 13<sup>th</sup> day of May A. D. 1887, the following Petition was filed with the clerk of said Court, to-wit:

Petition  
No. 324

William Jolliff Jr. Plaintiff,

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

George M. Warner, Ella Smith and Marion Warner a minor under 14 years of age. Defendants & Petition.

And now comes the said William Jolliff Jr. plaintiff and for cause of action herein against the said defendants say: that heretofore, to-wit, on the 21 day of March 1883 one Anna L. Warner under the name of A. L. Warner and the defendant George M. Warner under the name of G. M. Warner, executed and delivered to him their three promissory notes of that date, one for Fifty Dollars due on the 1<sup>st</sup> day of December 1883, with interest from date, one for twenty two & 1/10 Dollars due on the 1<sup>st</sup> day of December 1884 with interest from date, and one for twenty two & 1/10 Dollars due on the 1<sup>st</sup> day of December 1885 with interest from date: that to secure the payment of the said notes the Anna L. Warner and George M. Warner her husband executed and delivered a mortgage deed to plaintiff upon the following described premises of Anna L. Warner. Situate in the County of Union in the State of Ohio, and in the Township of Claibourne and bounded and described as follows: being Lots numbers 34, 35 & 36 in the Town of Claibourne, for a more complete description see record of Plats in the Recorders office of Union County Ohio.

Also the following described lands situated in said Claibourne Township, part of Survey No. 6107, commencing at a stone in the northwesterly line of the N. Y. P. & O. R. R. lands where the east line of the Alley back of Lot No. 34, 35 & 36 crosses said R. R. line: Thence with the east line of said Alley N. 13 1/2° W. 76 3/100 poles to a stake at the north end of said Alley; thence with the north line of said Lot No. 36 S. 77 1/2° W. 8 1/100 poles to the center of the Stony Point Gravel road; thence with the centre of said road N. 13 1/2° W. eleven (11) feet to the north bank of grassy run ditch, and about one foot therefrom; thence N. 73 1/2° E. 40 poles to the line of R. R. lands; thence with the line of said R. R. lands S. 76 1/2° W. 37 6/100 poles to the place of beginning containing one acre and 115 5/100 poles of land more or less: that said mortgage deed had a condition therein written to the effect that if the said A. L. Warner and G. M. Warner should pay or cause to be paid the aforesaid promissory note with the interest when the should become due, then said mortgage deed should be void, otherwise to remain in full virtue in law: that said mortgage deed was filed with the Recorder of Union County Ohio for record on the 24<sup>th</sup> day of April 1883 at 9 1/2 o'clock P. M. and was afterwards recorded in Book 20 page 219 of the records of mortgages for said County. Said plaintiff further says that the said Anna L. Warner has since departed this and that she left George M. Warner her husband and Ella Smith and Marion Warner the defendants her only heirs at law and that there has been no administration on her said estate: that there was paid on December 1<sup>st</sup> 1883 the sum of Ten Dollars on the note of Fifty Dollars due December 1<sup>st</sup> 1883 and that in other or further payments have been made on either of the said notes and that said mortgage deed has become absolute and there is now due and owing thereon the sum of \$42.08 with interest from December 1<sup>st</sup> 1883, the sum of \$76 3/100 with interest from December 1<sup>st</sup> 1884 and the sum of \$76 3/100 with interest thereon

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from the 1<sup>st</sup> day of December 1885. Wherefore plaintiff prays that unless the defendants pay or cause to be paid unto him the amounts so due as aforesaid within a short day to be named by the Court and to the Clerk the costs herein that an order issue to the sheriff commanding him to cause the said premises to appraised advertised and sold and that he bring the proceeds into Court to await further order. J.B. Sutton, Attorney for Plaintiff.

The State of Ohio, Union County, ss.

William Jolliff Jr. being first duly sworn according to law says the facts stated and allegations of the foregoing petition are true as he believes. Wm. Jolliff Jr.

Sworn to before me and subscribed in my presence this 9 day of May 1887. J.L. Jolliff Notary Public. (Seal)

Receipt. To Clerk Issue Summons for defendants to Sheriff of Union County Ohio returnable according to law. In case of foreclosure mortgage. J.B. Sutton, Atty for Plaintiff.

No. 5324

Afterward on the 15<sup>th</sup> day of May 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:

Summons. We command you to notify George M. Warner, Ella Smith and Marion Warner that they have been sued by William Jolliff Jr. in the Court of Common Pleas of Union County, and that unless they answer by the 11<sup>th</sup> day of June 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 23<sup>rd</sup> day of May A.D. 1887. Witness my hand and the seal of said Court, this 13<sup>th</sup> day of May A.D. 1887.

(Seal)

John L. Burgner, Clerk.

Endorsed. In action for foreclosure of mortgage.

J.B. Sutton Plaintiff's Attorney.

Said Writ returned and filed May 23<sup>rd</sup> A.D. 1887, endorsed as follows, to-wit:

The State of Ohio:

Sheriff's Union County, ss.

Return. Received this Writ May 13<sup>th</sup> A.D. 1887 at 2 o'clock P.M. and pursuant to its command, on the 20<sup>th</sup> day of May A.D. 1887, I served the same by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of the within named defendants. Also by serving a copy on Geo. M. Warner father of Marion Warner a minor under 14 years of age. Service 75 Mileage 2.40 Copy 50 Total 3.95 M. Hopkins, Sheriff.

Afterward, on the 11 day of July A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

William Jolliff Jr.

Entry.

It appearing that the defendant Marion Warner is a minor under the age of fourteen years, and has been duly served with summons herein, on motion of Plaintiff, James S. McCampbell is hereby appointed Guardian for the suit, for said minor defendant.

and now appointed

after the Clerk William

Answer.

No. 5324

George M. Warner in the same minor defendant

Entry.

After the Court William

George M. Warner ad. L. The other being made defendant in the present and that by reason being considered the defendant aforesaid, and the entry being his ad, advertised into Court

Order of date.

issued by The State of Ohio at Marysville in the county of Union said Geo. M. Warner and said Court within James S. McCampbell from 1<sup>st</sup> day

and now comes the said James S. Mc Campbell, and in open court accepts said appointment, and files his answer herein.

Afterward, on the 11 day of July, A.D. 1887 the following Answer was filed with the Clerk of said Court, to wit:

William Jolliff, Jr. vs The State of Ohio, Union County, Court of Common Pleas Answer of Guardian ad Litem.

George M. Warner et al. And now comes James S. Mc Campbell and having been, by the court, appointed guardian ad litem for the minor defendant, Marion Warner, for answer herein says; that he denies each and every allegation in the said petition contained in any way prejudicial to the rights of the said minor defendant, and he prays the court that the interests of the said minor defendant may be, by it, protected.

James S. Mc Campbell, Guardian ad Lit.

Afterward on the 11 day of July A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

William Jolliff, Jr. vs Entry. This day this cause came on to be heard upon the petition of the Plaintiff and the answer of the Guardian ad Litem of Marion Warner and the evidence and was argued by counsel for the other defendants, though duly served with a summons herein, having failed to answer, demur or otherwise object to the plaintiffs petition, but made default, on consideration whereof and the court, being fully advised in the premises finds that all the allegations of plaintiffs petition are true and that there is now due and owing to the Plaintiff from the defendants by reason of the note and mortgage described in the said petition, interest being computed to the first day of the present term of this court, the sum of \$221.73

It is therefore considered and adjudged by the court that unless the defendants pay or cause to be paid to plaintiff the amount found due as aforesaid, and to the clerk of this court the costs herein within 30 days from the entry hereof, that an order issue to the sheriff of this county commanding him to cause the said premises in the petition described to be appraised, advertised, and sold, according to law and that he bring the proceeds into Court to await further order.

Afterward, on the 5 day of September, A.D. 1887, the following Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio. To the Sheriff of said County Greeting. Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 11th day of July, A.D. 1887 in the cause of Wm Jolliff, Jr. Plaintiff, and Geo. M. Warner et al. Defendants, said Wm Jolliff, Jr. obtained a judgement or decree against the said Geo. M. Warner for the sum of Two hundred and twenty one and 73/100 Dollars and 700 Dollars costs of Suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Geo. M. Warner shall within 30 days from the 11th day of July, A.D. 1887, pay unto the said Wm Jolliff, Jr. the said sum of Two hundred and twenty one and 73/100 Dollars with interest from 1st day of July, A.D. 1887 at the rate of 8 per cent. per annum, and to the

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Answer.  
Ch. 1324

Entry.

Order of  
Sale

Clerk of this Court the costs of this action herein, taxed to \$ - and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in plaintiffs petition &c. And whereas, the days aforesaid have fully expired and the said sum of \$221<sup>73</sup> with interest and costs have not been paid as aforesaid, as appears from records. 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 Blairbourne County of Union and State of Ohio, bounded and described as follows: Being Lots Nos. 34, 35 & 36 in the Town of Blairbourne, for a more complete description see record of plat in the Records Office of Union County. Also the following described lands situated in said Blairbourne Township, part of survey No. 607, commencing at a stone in the north-westerly line of the N. R.P. & O. R.R. lands where the East line of the alley back of lots Nos. 34, 35 & 36 crosses said R.R. line; thence with the East line of said Alley N. 13 1/2° W. 16 3/10° poles to a stake at the north end of said alley, thence with the north line of said lot No. 36 S. 77 1/2° W. 8 3/10° poles to the center of the Stony Point gravel road; thence with the center of said road N. 13 1/2° W. eleven (11) feet to the north bank of grassy run ditch, and about one foot therefrom; thence N. 73 1/2° E. 40 poles to the line of R.R. lands; thence with the line of said R.R. lands S. 46 1/2° W. 37 1/10° to the place of beginning containing one acre and 1/10° poles 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 appear to sell the described Real Estate under the Statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of said Court of Common Pleas and the Seal of said Court, at Marysville, Ohio, this 5<sup>th</sup> day of September, A.D. 1887.

(Seal) John L. Burgner, Clerk.

The State of Ohio, } In obedience to the command of the Order of Sale hereto  
 Sheriff's Return. }  
 Mullvane R. H. Maskill and Hugh M. Adon. Three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterwards, on the 8<sup>th</sup> day of Sept., A.D. 1887, 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 Lots 34, 35, & 36 at \$2000 each the land at \$35.00. A certified copy of said appraisal, forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 14<sup>th</sup> day of Sept. 1887, caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general circulation in Union County,) said lands and tenements were sold at public sale, at the door of the Court House of said County on the 15<sup>th</sup> day of October 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 15<sup>th</sup>

Proof of Publication. No. 5324  
 Entry of No. 5324

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day of October A.D. 1887, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there came W. Jolliff who bid for the same the sum of Ninety five Dollars, and said sum being more two thirds of the appraised value thereof, and said W. Jolliff 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 Ninety five Dollars. Service 30 Swearing Appraisers 1.25 Writing Appraisal 30 Notice to Printer 30 Mileage 1.92 Total 4.02 Appraisers Fees 3.00 Printers Fees 16.50 M. Hopkins, Sheriff.

Afterward, on the 27<sup>th</sup> day of Oct. A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court, to-wit:  
 W. Jolliff, jr. } Court Common Pleas, Union County, O.  
 vs } Docket P. Page 147.  
 Geo. M. Warner 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 for sale at the north door of the Court House in Marysville, Ohio, on Saturday, October 15<sup>th</sup>, 1887, 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 Blairtown, County of Union and State of Ohio, and bounded and described as follows: Being lots Nos. 34, 35 and 36 in the town of Blairtown. For more complete description see Record of Stats in the Recorder's Office of Union County, Ohio. Also: The following described lands situated in said Blairtown township, part of Survey No. 6107; commencing at a stone in the north westerly line of the N. C. & O. railroad lands where the east line of the alley back of lots Nos. 34, 35 and 36 crosses said railroad line; thence with the east line of said alley north 13 1/2° west 16 7/100 poles to a stake at the north end of said alley; thence with the north line of said lot No. 36 south 77 1/2° west 8 7/100 poles to the center of the Stony Point gravel road; thence with the center of said road north 13 1/2° west eleven 1/100 feet to the north bank of Brassy Run ditch and about one foot therefrom; thence north 73 1/2° east 40 poles to the line of railroad lands; thence south 46 1/2° west 37 1/100 to the place of beginning, containing one acre and 15 1/100 poles of land, more or less. Lots 34, 35 and 36 appraised at \$20.00 each. Last described tract appraised at \$35.00 Terms of sale - Cash.  
 Marion Hopkins, Sheriff, Union County, Ohio.  
 September 14<sup>th</sup>, 1887 - 5 w. p. f. #16.50

Proof of Publication. No. 5324  
 J.B. Fulton, Attorney.  
 The State of Ohio, }  
 Union County, ss } The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with September 14-1887.  
 W.D. Shearer.  
 Sworn to and subscribed before me, this 24 day of Oct. 1887.  
 John I. Burgner, Clerk

Entry. No. 5324  
 Afterward, on the 5<sup>th</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
 William Jolliff, Jr. vs Geo. M. Warner et al.  
 This day, 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 William Jolliff jr. 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. And the Court coming now to distribute the proceeds of said sale amounting to Dollars, it is ordered that the sheriff out of the money in his hands pay <sup>1<sup>st</sup></sup> the costs herein taxed at \$<sup>1.00</sup> and to the plaintiff the balance of the proceeds of said sale to be applied on the decree heretofore rendered herein.

attest, John L. Brugner, Clerk.  
By Nellie Roney, Deputy.

Plas before the Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville within and for the County of Union, of the Third Subdivision of the Sixth Judicial District, of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 21<sup>st</sup> day of May A.D. 1887, the following Petition was filed with the Clerk of said Court to-wit:

*Petition.*  
 Thomas Stillings, Plaintiff;  
 against Janette Houghton, O.E. Lincoln,  
 Ed. P. Houghton, Defendants;  
 No. 5327  
 Court of Com. Pleas Union County.  
 Petition.  
 1. On the 8 day of May, 1885, the Defendant Edward P. Houghton made and delivered his promissory note of that date to the Plff. Thomas Stillings and to O. E. Lincoln and thereby promised to pay to pay to the order of the said Thomas Stillings and O. E. Lincoln the sum of one thousand dollars, in one year after its said date for received with interest at 8 per cent from date. 2. The Defendant Edward P. Houghton, and Janette Houghton his wife to secure the payment of said note executed and delivered to the said Thomas Stillings and O. E. Lincoln his mortgage deed and thereby conveyed to the said Thomas Stillings and O. E. Lincoln (his mortgage deed and thereby conveyed to the said Stillings and Lincoln) and to their heirs and assigns forever the following lands and tenements situate in said County of Union and State of Ohio, part of Va. Military Survey No. 4278 beginning at stone in the center of the Road North East corner to Minerva Wilsons lot thence with said Road S. 63 E. 10 2/3 poles to a stake in John Gabriels line, to a stake, thence N. 60 2 W. 7 poles to a stake corner to said Minerva A. Wilsons corner, thence with her line N. 30 E. 9 poles to the beginning containing eighty three (83) poles of land more or less. Also the following premises in the same village county and state as part of same survey beginning at a stake in the center of the gravel road and with West corner of the above described lot, thence with the W. line of said lot S. 30 W. 9 poles to the South W. corner of said lot thence N. 64 2 W. 12 2 feet to a stake thence N. 30

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 Amended  
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 Thomas  
 vs  
 Edward  
 The Plaint

6.9 poles to the center of said road S. 63 E. 12 1/2 poles feet to the beginning containing 6 1/2 square poles of land more or less. The condition contained in said mortgage deed was in substance as follows "Provided nevertheless if the said Edward P. Houghton should pay or cause to be paid to the said Thomas Stillings and O. E. Lincoln their heirs, executors administrators and assigns her certain promissory note of even date herewith due one year after date and calling for the sum of one thousand dollars at eight per cent interest and shall faithfully account for and pay over all money that may come into his hands as Administrator of the estate of J. P. Stutt dec'd and save the said Thomas Stillings (his surety on said Administrators bond) harmless from any default thereon or any expense thereon and shall pay to said O. E. Lincoln any balance due on a note given by said Pollett in his lifetime to said Lincoln with Jane Houghton and Michael O'Brien as sureties, said note calling for two thousand dollars after exhausting the assets of said estate. Said Lincoln agreed to exhaust the necessary legal remedies to collect from said O. Brien his just and equal proportion of said balance of said note before any right of action shall accrue against shall accrue to him on said note on all this mortgage against said Houghton more than one half of said balance. 3. On the 15th of June 1885 at 2 o'clock P.M. the said mortgage was delivered to the recorder of said county to be by him entered on record and was by him recorded, in mortgage Record No. 22 page 247 on the day of 1885 the said O. E. Lincoln duly assigned to the plaintiff on his interest in the said note of one thousand dollars with 8% interest, together with the mortgage securing the same and he the said Stillings is now the bona fide owner and holder thereof with all the rights of said Lincoln as to the security of said one thousand dollar note. The said deed has become absolute there is due and remaining unpaid on said indebtedness one thousand dollars with interest at 8 per cent per annum from June 15, 1885. The plaintiff asks that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of his said debt and execution awarded for the balance. O. E. Lincoln one of the Defendants claims to have some lien on said premises. Pltff. does not know whether he has any subsisting lien on said premises. P. B. Cole & Son, Attys for Pltff.

State of Ohio,  
 Union County. Thomas Stillings being sworn says the facts stated and allegations in said petition are true as he believes.  
 Thomas Stillings

Sworn to before me and subscribed in my presence this 21 May 1887.  
 [Seal] John B. Coats, Probate Judge. Janette Houghton  
 To Clerk, issue a Summons on this Petition for Edward P. Houghton and O. E. Lincoln Dfts returnable according to law.  
 P. B. Cole & Son, Attys for Pltff.

Præcipe.  
 No. 5327

Afterward, on the 26 day of May A.D. 1887, the following amended Verification was filed with the Clerk of said Court, to-wit:  
 Amended Verification Thomas Stillings, Pltff.  
 vs  
 Edward P. Houghton, Janette Houghton, O. E. Lincoln, Dfts. Thomas Stillings the Plaintiff, now comes and by leave of the Court amends the verification.  
 No. 5327  
 In Union Com. Pleas.

of his petition in this case as follows, "Thomas Stillings the Plaintiff being first duly sworn says that the facts stated, and allegations in his said petition are true as he verily believes. Thomas Stillings.

Sworn to and subscribed by Thomas Stillings before me and subscribed by him in my presence May 26, 1887. [Seal] John L. Burgauer, Clerk.

Afterward, on the 21 day of May A.D. 1887, the following Summons was issued by the Clerk of said Court, to wit:

Summons No. 5327 The State of Ohio, vs. To the Sheriff of the County of Union Circuiting; Union County, ss: The command upon to notify Edward P. Houghton, Jeanette Houghton & D. E. Lincoln that they have been sued by Thomas Stillings in the Court of Common Pleas of Union County, and that unless they answer, on the 18th day of June 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 30th day of May A.D. 1887. Witness my hand and the seal of said Court, this 21st day of May, A.D. 1887. [Seal] J. L. Burgauer, Clerk.

Said Writ returned and filed, May 30 A.D. 1887, endorsed as follows, viz: The State of Ohio.

Sherriff's Return: Union County, ss: Received this Writ May 24 A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 24 day of May A.D. 1887, I served the same by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of the within named E. P. Houghton and D. E. Lincoln, and by handing a true copy to the within named defendant Jeanette Houghton. Service \$0.00 Mileage 1.28 Copy, 60 Total \$2.48 M. Hopkins, Sher. By A. H. Goodwin, Deputy.

Afterward, on the 4 day of June A.D. 1887, the following Motion was filed with the Clerk of said Court, to wit:

Motion Thomas Stillings Plaintiff, vs. In the Court of Common Pleas of Union County Ohio No. 5327. Against Ed P. Houghton et al. Defendants Motion.

and now comes the said defendant Edward P. Houghton and moves the court to require the said Plaintiff to make his petition more definite and certain in this, to wit: That said plaintiff be required to set out in his said petition a copy of the note therein mentioned.

Brodrick & W. Campbell, Attorneys for Def. E. P. H.

Afterward, on the 9th day of June A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry: Thomas Stillings, Plaintiff vs. Ed P. Houghton et al., Defendants This day came on to be heard a motion by defendant to require plaintiff to file a copy of the note in this case to be attached to his petition and the Court being fully advised in the premises do overrule said motion, and defendant has leave to file an answer by the 1st day of July next.

Afterward the Johna Thomas C. vs. Edward P. Lincoln and the do find that defendant and his mortgaged; that of Mortgage premises the one that D. E. Lincoln at the com note and ity of said condition plaintiff foreclosed on said interest to the said cause, the said plaintiff sum, int has been of \$1166.22. Fees shall of Union being the to the defe Wetzell to the next After was issued the State of Ohio held at in the car Defendant the said and 22/100 and there ward P. H. pay writ



Afterward, on the 11<sup>th</sup> day of July A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry:  
No. 5327

vs  
Edward P. Houghton, Janette Houghton  
D. E. Lincoln, Dfts.

Common Pleas, Union County, Ohio.  
No. 5327.

This day came the plaintiff herein and the defendants being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true. That the defendants Edward P. Houghton and Janette Houghton his wife executed and delivered to plaintiff Thomas Stillings and defendant D. E. Lincoln the mortgage deed in the petition described and on the premises therein described; that said mortgage was duly recorded in Book 22 page 247 of the Records of Mortgages of Union County, Ohio, and is the first and best lien on the premises described in the petition. That afterwards said mortgage and the one thousand dollars note secured thereby were duly assigned by said D. E. Lincoln to said Thomas Stillings, and that said Thomas Stillings was at the commencement of this action the bona fide owner & holder of said note and mortgage with all the rights of said D. E. Lincoln as to the security of said one thousand dollars note, and 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. And that there is due from said defendant Edward P. Houghton on said mortgage note set forth in the petition the sum of \$1166 <sup>22</sup>/<sub>100</sub> including interest to July 13, 1887. It is therefore considered and decreed that unless the said defendant shall within 5 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 the sum of 1000 dollars (\$1000 <sup>00</sup>/<sub>100</sub>) with 8 per cent per annum interest from the 15<sup>th</sup> day of June 1885 to which date the interest has been paid, according to the terms of said mortgage deed viz, the sum of \$1166 <sup>22</sup>/<sub>100</sub> the defendants equity of redemption be foreclosed and said premises shall be sold, and an order of sale therefor shall issue to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order, and leave is hereby granted to the defendant D. E. Lincoln and also to D. E. Lincoln & Co. and Martin Wetzel to file answer by September 1<sup>st</sup> 1887 and this cause is continued to the next term hereof.

Afterward, on the 18<sup>th</sup> day of Aug. A.D. 1887, 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 - Creating:  
Union County, ss. Whereas, at a term of the Court of Common Pleas held at Marietta, in and for said County, on the 11<sup>th</sup> day of July A.D. 1887, in the cause of Thomas Stillings Plaintiff, and Ed. P. Houghton et al. Defendants, said Thomas Stillings obtained a judgment or decree against the said Ed. P. Houghton et al. for the sum of Eleven hundred and sixty six and <sup>22</sup>/<sub>100</sub> Dollars, and <sup>00</sup>/<sub>100</sub> Dollars costs of suit: And whereas, it was there and there by said Court ordered, adjudged and decreed, that the said Edward P. Houghton shall within five days from the 11<sup>th</sup> day of July A.D. 1887, pay unto the said Thomas Stillings the said sum of Eleven hundred

and sixty six and  $\frac{22}{100}$  Dollars with interest from 13<sup>th</sup> day of July, A. D. 1887, at the rate of 8 per cent, per annum, and to the Clerk of this Court the costs of this action herein, taxed to  $\frac{1}{2}$  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 \$1166.<sup>22</sup> 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 of County of Union and State of Ohio, bounded and described as follows: Part of Wa. Military Survey No. 4278, Beginning at a stone in the center of the Road, North East corner to Minerva A. Wilson's lot, thence with said road S. 63 E. 10  $\frac{7}{100}$  poles to a stake in John Cabrids line to a stake, thence S 52 W. 10 poles with said Cabrids line to a stake, thence N. 60  $\frac{1}{2}$  W. 7 poles to a stake corner to said Minerva A. Wilson's corner, thence with her line N. 30 E. 9 poles to the beginning containing eighty three (83) poles of land more or less. Also the following premises in the same village County and state and part of same survey Beginning at a stake in the center of the gravel road and North West corner of the above described lot, thence with the west line of said lot S. 30 W. 9 poles to the south west corner of said lot N. 64  $\frac{1}{2}$  W. 12  $\frac{1}{2}$  ft. to a stake, thence N. 30 E. 9 poles to the center of said road S. 63 E. 12  $\frac{1}{2}$  feet to the beginning containing 6  $\frac{1}{2}$  square poles 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 18<sup>th</sup> day of Aug. A. D. 1887.

Deal  
John L. Burgaur, Clerk.

The State of Ohio, } Sheriff's Return.  
 Union County, ss. }  
 In obedience to the command of the Order of Sale hereunto annexed, I did on the 22 day of August 1887, summon J. W. Buffington, M. Wetzel & J. H. Dear 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 Aug. A. D. 1887, 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 seventeen hundred &  $\frac{34}{100}$  Dollars. A certified copy of said Appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 31<sup>st</sup> day of Aug. 1887, 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 1<sup>st</sup> day of October A. D. 1887, at 10 o'clock.

Proof of Publication  
 No. 5327.

P. B. Bole & Co. more than and in price time and at public sale. The said land is the highest of said land. Notice to the Printers' Office. After was filed Thomas E. vs C. B. Bole & Co. The Court north door, 1<sup>st</sup> 1887, a described county of Part of the center of the with said line; thence there are corner; containing the same -ning at a above described to the south north 30.2 beginning at \$1,734.<sup>00</sup> C. B. Bole & Co. The State of Ohio Union County copy of the the Marysville County of C. B. Bole & Co. After

P.M. 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 1<sup>st</sup> day of October, A.D. 1887, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and there came Thomas Stillings who bid for the same the sum of sixteen hundred dollars and said sum being more two-thirds of the appraised value thereof, and said Thomas Stillings 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 sixteen hundred dollars. Service 30 Swearing & Conveying Appraisers 120 Writing Appraisal 90 Notice to Printer 30 Mileage 80 Poundage 6.53 Total \$793 Appraisers' Fees 300 Printers' Fees 14.50 M. Hopkins, Sheriff.

Afterward on the 27<sup>th</sup> day of Oct. A.D. 1887 the following Proof of Publication was filed with the Clerk of said Court to wit:  
 Thomas Stillings, } Court Common Pleas, Union County, O.  
 vs }  
 E.P. Houghton. }  
 On Order of Sale.  
 By virtue of the above stated writ to me directed from the Court of Common Pleas, Union County, Ohio, I will offer for sale at the north door of the Court House in Mansfield, Ohio, on Saturday, October 1<sup>st</sup>, 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 village of Wilford Center, county of Union and State of Ohio, and bounded and described as follows: Part of Virginia Military Survey No. 4278; beginning at a stake in the center of the road, north east corner to Minerva A. Wilson's lot; thence with said road south 63 east 10 <sup>3</sup>/<sub>16</sub> poles to a stake in John Gabriel's line; thence south 52 west 16 poles with said Gabriel's line to a stake; thence north 60 1/2 west 9 poles to a stake, corner to said Minerva A. Wilson's corner; thence with her line north 30 east 9 poles to the beginning, containing 83 poles of land; more or less. Also, The following premises in the same village, county and State, and part of same Survey, beginning at a stake in the center of the gravel road and north west corner of the above described lot; thence with the west line of said lot south 30 west 9 poles to the southwest corner of said lot north 64 1/2 west 12 1/2 feet to a stake; thence north 30 east 9 poles to the center of said road south 63 east 12 1/2 feet to the beginning, containing 6700 square poles of land more or less. Appraised at \$1,734. Terms of Sale, Cash.

Marion Hopkins Sheriff Union County, Ohio,  
 August 31, 1887 - 3:00 P.M. \$14.50

Proof of Publication  
 P. B. Bole & Son, attorneys,  
 The State of Ohio,  
 Union County, ss.  
 U.S. 5327.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Mansfield Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with August 31, 1887.  
 W. C. Shearer.  
 Sworn to and subscribed before me, this 24 day of Oct. 1887  
 John L. Burdner, Clerk.

Afterward, on the 29<sup>th</sup> day of November A.D. 1887, the following Answer

A.D. 1887,  
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 Office of the  
 31<sup>st</sup> day  
 (a new copy of  
 County)  
 of the  
 10 o'clock.

was filed with the clerk of said Court to wit:

Thomas Stillings, Plaintiff,

Against

Edward P. Houghton et al. Defendants No. 5327

For the Court of Common Pleas of Union County, Ohio.

Answer and Cross-Petition of O. E. Lincoln.

And now comes the said defendant O. E. Lincoln and for answer, by way of cross-petition to plaintiff's petition herein filed says: That at the May 1886 term of this court, to-wit: June 1<sup>st</sup> 1886, the firm of O. E. Lincoln & Co. obtained a judgment against the said defendant E. P. Houghton for the sum of \$1,355.<sup>00</sup> at eight per cent interest from said June 1<sup>st</sup> 1886. That this defendant O. E. Lincoln was the business manager of said firm of O. E. Lincoln & Co. That the same mortgage set up in said petition was also taken in favor of said defendant O. E. Lincoln and a part of the condition of said mortgage was in substance that the said E. P. Houghton would pay any amount that might be adjudged against him. That since said judgment there have been the following payments made thereon, April 29<sup>th</sup> 1886, \$578.<sup>17</sup> and October 24<sup>th</sup> 1887 \$361.<sup>30</sup>. That there were costs to the amount of \$67.<sup>60</sup> on said judgment and taxes on said land to the amount of \$7.<sup>92</sup>. There is due and remaining unpaid therein the sum of \$615.<sup>17</sup> with eight per cent interest thereon from October 24<sup>th</sup> 1887. This defendant asks that in the distribution of the proceeds of the sale of said premises he be allowed a full equal share of said proceeds with the said plaintiff and for all other and proper relief in the premises. Brodrick & Mc Campbell Attorneys for defendant.

The State of Ohio, County of Union, ss. I, John M. Brodrick, being sworn, makes oath, that he is one of the attorneys for said defendant O. E. Lincoln, duly authorized in the premises. That the facts stated in the foregoing answer and cross-petition are within the personal knowledge of affiant and that said facts 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 26<sup>th</sup> day of November A. D. 1887. John L. Burgess, Clerk.

Afterward, on the 25 day of Nov. A. D. 1887, the following Entry was made on the Journal by the clerk of said Court, to-wit:

Thomas Stillings, Pltff. vs Edward P. Houghton, Janet Houghton, O. E. Lincoln, Defendants. Confirmation of sale & order of Distribution. On motion of the plaintiff and on his producing the return of the sheriff of the sale made under the former order of this court. And the Court on careful examination of the proceedings of the said sheriff, being satisfied that the same have been in all respects in conformity to law and the orders of this court, it is ordered that the said proceedings and sale be, and they are hereby, approved and confirmed. And it is further ordered that the said sheriff convey to the purchaser, Thomas Stillings by deed in fee simple the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of said lien holders so far as they may be paid therein, 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 sixteen

Hundred and First, to the costs of this \$992.<sup>22</sup> To be begun and the Court the State of eight hundred A. D. 1887. said Court M. Deligan we G. L. Briss. No. 5435 man from defendant, with the of Five to October A and hold the Plaintiff Hundred over A. D. The State Union County Plaintiff foregoing word rest. by him to \$50 the order a rate of 80 and of the of Record waive the mi in fav with costs appeal.

Answer.  
No. 5327

Entry.

Copy of Note.

Hundred dollars, it is ordered that the sheriff pay out of the money in his hands first, to the Treasurer of this county the taxes amounting to \$14.25 Secondly The costs of this action, taxed at \$38.75 Thirdly, To the plaintiff Thomas Billings \$99.25 Fourthly, To the defendant O. E. Lincoln \$554.34

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<sup>th</sup> day of October in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 26<sup>th</sup> day of October, A.D. 1887 the following answer and in Cognovit was filed with the Clerk of said Court, to wit:

Petition.  
No. 5434

M. Seligman. The State of Ohio, Union County, ss.  
In the Court of Common Pleas.  
G. L. Bristle. Civil Action For Money Only.

The above named Plaintiff says that there is due to M. Seligman from G. L. Bristle Defendant, on a promissory note made by the Defendant, G. L. Bristle dated the 25<sup>th</sup> day of October A.D. 1886, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of Five Hundred Dollars, and with interest thereon from the 25<sup>th</sup> day of October A.D. 1886. 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 ask judgment against said Defendant for the sum of Five Hundred Dollars and — cents, with interest from the 25<sup>th</sup> day of October A.D. 1886.

Beatty & Johnson. Attys for Plff.

The State of Ohio, Union County, ss. S. A. Johnston one of the Attys of the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff is a non resident of the State of Ohio, & is now absent from the same.

S. A. Johnson.

Subscribed by said S. A. Johnson in my presence and sworn to by him before me, this 26 day of October A.D. 1887.

John L. Burgner, Clerk.  
October 25<sup>th</sup> 1886.

\$ 500

Copy of Note.

Thirty days after date, for value received, I promise to pay to the order of M. Seligman Five Hundred Dollars, with interest at the rate of 8% per annum, at Hurtsville Logan County Ohio, and I 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 me 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.

G. L. Bristle Seal

*Answer.* *No. 5435*  
 M. Seligman vs J. L. Bristle.  
 In Court of Common Pleas, Union County, ss.  
 Defendant's Answer.  
 And now come J. L. Bristle the above named Defendant by the undersigned D. W. Myers his Attorney, and waives the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant for the sum of \$540 Dollars and 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.

Oct. 26, A.D. 1887. D. W. Myers Atty for Deft.

*Entry.* M. Seligman vs J. L. Bristle.  
 This day came the Plaintiff by Burtist Johnson Attorney at Law, and thereupon came D. W. Myers one of the Attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed, and who 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 \$540. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$540 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum, and by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest, John L. Burgner, Clerk.  
 By Nellie Romer, Deputy.

Placed before the Honor, John V. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24 day of October, in the year of our Lord one thousand eight hundred and eighty seven. Hereofore, to-wit on the 8 day of Oct. A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

*Petition.* Timothy Middleton, Plff. vs David Brun and J. H. Graham, Defts.  
 Common Pleas Court, Union County, Ohio.

*No. 5185*  
 The Defendants David Brun and J. H. Graham, made and delivered to one U. E. Cory, their joint promissory note in writing, dated on that day, a copy of which note is hereto attached, and thereby promised to pay said U. E. Cory or bearer one hundred and forty (\$140<sup>00</sup>) dollars on the first day of October A.D. 1886, with six per cent interest from date. Said U. E. Cory thereafter, and before the maturity of said note, sold and delivered the same to this Plaintiff, for a good and valuable consideration and thereby the said Plaintiff became and is the legal holder and owner of said note. The said Plaintiff further

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... says, that no part of said note or its interest has ever been paid. Wherefore plain-  
tiff asks judgment for the sum of one hundred and forty (\$140<sup>00</sup>) dollars with  
interest at 8 per cent from said 30<sup>th</sup> day of September A.D. 1885 until the 1<sup>st</sup> day  
of October A.D. 1886, and at 8 per cent since said 1<sup>st</sup> day of October A.D. 1886.

J. J. Arthur, Attorney for Plaintiff.  
September 30<sup>th</sup> 1885.

Copy of Note.

\$140<sup>00</sup>  
On the first day of October 1886, I or we, or either of us, promise to pay U. E.  
Boy or bearer one hundred and forty dollars. Value received, with eight per  
cent interest, after due, to be paid annually, and 6 per cent, before due.

Clairborne J.P. Union Co.  
Payable at Richwood Bank

David Brun.  
J. H. Graham.

The State of Ohio } Timothy Middleton the plaintiff being first duly sworn  
Union County ss } deposes and says, the statements and allegations made in  
this his foregoing petition are true as he verily believes. Timothy <sup>and</sup> Middleton  
sworn to and subscribed by Timothy Middleton in my presence this  
8<sup>th</sup> day of October A.D. 1886.

Principals

[Seal] J. L. Burgner, Clerk.

No. 5185 Mr. Clerk, You will issue summons in this case returnable accord-  
ing to law, endorse the same amt. claimed \$148<sup>40</sup> with interest at 8 per  
cent since Oct. 1<sup>st</sup> 1886. J. J. Arthur, Atty for Pff.

Afterward, on the 8<sup>th</sup> day of Oct. 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 Union, Greeting:  
Union County, ss } We command you to notify David Brun and J. H. Gra-  
ham that they have been sued by Timothy Middleton in the Court of Com-  
mon Pleas of Union County, and that unless they answer by the 6<sup>th</sup> day of  
Nov. A. D. 1886 the petition of said Timothy Middleton 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 18<sup>th</sup> day of Oct. A. D. 1886. Witness my hand and the Seal  
of said Court, this 8<sup>th</sup> day of Oct. A. D. 1886 at Marietta, O.  
[Seal] J. L. Burgner, Clerk.

Endorsed, Amount Claimed, \$148.40 and interest as follows,  
at 8 per cent, from Oct. 1<sup>st</sup> 1886. J. J. Arthur, Pff's Atty.

Said Writ returned and filed Oct. 18<sup>th</sup> A.D. 1886, enclosed as fol-  
lows, to wit:

Sheriff's Return

The State of Ohio } Received this Writ Oct. 8<sup>th</sup> A.D. 1886 at 2 o'clock P.M.  
Union County, ss } And pursuant to its command, on the 11<sup>th</sup> day of  
Oct. A.D. 1886, I served the same by handing a true copy of the same  
with the endorsements thereon to the within named defendants.  
Service 45 - Mileage 25 to copy 40 Total 3.41 M. Hopkins, Sheriff.

Afterward, on the 6<sup>th</sup> day of Nov. A.D. 1886, the following answer was  
filed with the Clerk of said Court, to wit:

Answer

Timothy Middleton, Pff. } To the Court of Common Pleas  
of Union County, ss.  
Isaac H. Graham and David Brun Dfts, Answer.

The defendants now come and for answer to the petition of said plaintiff say: That said plaintiff ought not to have or maintain his said alleged cause of action because this defendant says: That they deny that the plaintiff is the legal owner or holder of said note. The said note is what is known as a Red Line wheat note that the only consideration for said note was ten bushels of wheat which was only worth the sum of nine dollars. The said E. L. Corey pretended to be an agent for a certain corporation known as the Bohemian Oats and Cereal Company and representing that said company was duly incorporated under the laws of Ohio and was carrying on a legitimate business and that said Red Line wheat was of special and peculiar value and that said company would buy of the defendants at least 20 bushels of said wheat at fifteen dollars per bushel and that said wheat was of that value. Whereas in truth and in fact the said wheat was only ordinary wheat of the value of ninety cents per bushel and no more, all of which said Corey well knew. Said Representations were false and fraudulent and the same was well known to said Corey to be false and fraudulent. That the said Bohemian Oats and Cereal Company was a fraud and swindle it was not doing a legitimate business and could not and would not buy any wheat of the Defendant, all of which was to the Corey well known. The Defendants say that the plaintiff a farmer that it is not his usual business to buy notes and that he did not pay a reasonable value for said note but took the same for much less than its fair value if it was a valid note and that the said Corey was known to plaintiff to be a Red Line wheat swindler and the plaintiff did not take said note in the usual course of business or for a fair or reasonable consideration. That he had the means of knowing with reasonable diligence could have known and as defendants believe and aver did know all the facts in regard to said note and that it was without consideration and that it was a fraud and swindle and the plaintiff in taking said note became a party to said fraud and swindle, and intended under the pretense of being an innocent purchaser to aid in cheating and defrauding the Defendants. The defendants say that the plaintiff has peculiar knowledge in regard to the purchase of said note and they hereby attach interrogations to this answer for said plaintiff to answer and the defendants deny that they are in any manner indebted to the plaintiff and they ask to go hence and recover the costs and for all proper relief. *Sanborn & Woodburn, Attys for Defendants.*

State of Ohio.

Sumner County ss: David Green being first duly sworn deposes and says that he believes the statement in the foregoing petition are true.

David Green.

Sworn to before me and signed in my presence this 6 day of November 1886. *Deal* J. L. Burgner, Clerk.

Interrogations for plaintiff to answer.

- Ques. 1- State what you paid for said note if anything.
- Ques. 2 If you traded horses for said note what was their value and why did you trade.
- Ques. 3. What information if any did you have as to the consideration for which said note was given.
- Ques. 4- Did you know the defendants before buying said note.
- Ques. 5. Did you know Corey the pretended payee of said note and did you know the business he was in when he offered you

said note. you traded your claim

Motion  
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said note. Ines le. For what sum did you list the horses for taxation that you traded for said note if you bid on trade Ines? - Give the date at which you claim to have purchased said note.

Afterward, on the 11<sup>th</sup> day of Nov. A.D. 1886, the following Motion was filed with the Clerk of said Court, to-wit:

Motion  
vs  
Timothy Middleton, Plff. } Court of Common Pleas,  
Isaac H. Graham and David Green, Dfts. } Union County, Ohio.  
Motion

No. 5185  
The plaintiff now comes and moves the Court, to strike from the answer of the defendants, Quest 1<sup>st</sup> of his Interrogations, the same the same being irrelevant. Also the words in the Answer following to-wit: The defendants say that the plaintiff is a farmer, that it is not his usual business to buy notes, as the same is redundant and irrelevant.

E. S. Arthur, Atty for Plff.

Afterward, on the 11<sup>th</sup> day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry  
vs  
Timothy Middleton Plff. } Entry  
David Green et al. Dfts. } This day came on this cause to be heard upon the motion of plaintiff to strike from the answer, interrogation 6 of Interrogations of Dfts. Also the words following - "The defendants say that the plaintiff is a farmer, that it is not his usual business to buy notes" - the same being argued by counsel and submitted to the court on consideration whereof the court find said motion to be well taken and order said matter stricken from the answer.

Afterward, on the 16<sup>th</sup> day of Nov. A.D. 1886, the following Reply was filed with the Clerk of said Court, to-wit:

Reply  
vs  
Timothy Middleton, Plff. } Court of Common Pleas, Union County, Ohio.  
David Green et al. Dfts. } Reply.

The plaintiff now comes and for his reply to the answer of Defendants says, That he denies each and every allegation in the answer of the defendants, and further for reply to defendants Interrogatories say, That as to the first Interrogatory, that he paid what he considered the face of the note. Interrogatory 2<sup>nd</sup> He traded horses for said note, that their value was \$450<sup>00</sup> and the reason he so traded was, he could not well care for them, having but little help <sup>through</sup> the winter, had not work for the team, that he needed money to pay debts in the fall of 1886, at which time the note would become due. Interrogatory 3<sup>rd</sup>. Had no information as to the consideration for which said note was given. Interrogatory 4<sup>th</sup> Did not know defendants. Interrogatory 5. Did not know Corey neither did I know the business he was engaged in. Interrogatory 7. About during the month of November 1885 purchased said note. E. S. Arthur, Atty for Plff.

The State of Ohio, } Timothy Middleton the plaintiff being duly sworn  
Union County, ss } deposes and says the facts and allegations in this his foregoing reply are true as he believes. } Timothy Middleton  
Mark

Seal Sworn to before me and subscribed in my presence by Timothy Middleton this November 16<sup>th</sup> 1886. J. L. Burgener, Clerk.

Afterward, on the 1<sup>st</sup> day of Nov. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. Timothy Middleton vs David Green et al. This day came the parties by their attorneys, and submitted this cause to the court upon the Petition of plaintiff, the answer of defendants, and the reply of plaintiff thereto, upon consideration thereof by the court the parties agreeing thereto the court find that that there is due the plaintiff in this action as in his petition he has alleged the sum of one hundred and forty 140<sup>00</sup>/<sub>100</sub> Dollars with interest at eight per cent from this date and costs of this suit. It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendants the said sum of one hundred and forty (140<sup>00</sup>/<sub>100</sub>) Dollars with interest at eight per cent from this date and also the costs of this suit taxed at 4<sup>00</sup>/<sub>100</sub> and in default of payment of said sum and interest with costs of this suit that execution issue therefor.

Attest, John L. Burgener, Clerk. By Nellie Roney, Deputy.

Cases before His Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held, at the Court House in the town of Marysville, within and for the County of Union, of the Third Subdivision of the tenth Judicial District of the State of Ohio on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Hereafter to-wit, on the 30<sup>th</sup> day of Dec. A. D. 1878, the following Petition was filed with the Clerk of said Court, to-wit:

Petition. The Bank of North Lewisburg, plff. vs Court of Common Pleas. Union County, Ohio. James Carter and others, Defts. vs petition.

The plaintiff says it is an association of persons doing business in the County of Champaign in the State of Ohio as parties in the banking business under the said name of "The bank of North Lewisburg" That the said plaintiff as such partners obtained judgment in this court of Common Pleas on the 26<sup>th</sup> day of Feb. 1878 at its Feb'y term of court against James Carter for thirty two hundred & thirty seven & 100/100 dollars debt & costs which judgment remains in full force unsatisfied. That at the time said judgment was rendered as aforesaid, the said James Carter was the owner of & seized in fee simple of the following real estate situate in Union County Ohio viz. 30 acres of land in survey No. 4265 - Beginning at the East corner of the 196 acres sold by James Hobbs to George Stewart June 19, 1852 and in the East line of the survey thence with the survey line N. 20 W. 82 poles to a stake & stone thence S. 81 W. 82 poles to a stake, thence S. 20 E. 82 poles to a stake in South line of the Stewart lot. thence to the beginning - Upon said 30 acres there is a bal

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on a mortgage given by said Barter to Elliott now assigned to and held by W.A. West but the amount due & unpaid, there is to plaintiffs unknown.

11. The said James Barter & Emily A. Barter inherited from their father James Barter, now deceased a farm of 140 acres in said county of Union & in survey No. 4265 Beginning at a stake & stone at the S. corner of lot No. 3 thence N. 81° E. 286 1/2 poles to a stake and corner to the above named 30 acre lot thence N. 20° W. 82 poles to a stake another corner of the 30 acres thence S. 81° W. 250 1/2 poles to a stake corner to a lot of 5 acres by Geo. Stevens to town Orchard thence S. 11° E. 37 1/2 poles to a stake in the center of a road leading from Marysville to Newton thence with said road S. 77° West 25 1/2 poles to a stake & stone thence S. 11° E. 52 poles to the beginning & being the James Barter farm. On this last farm A.M. Pilcher has a contingent right of dower as the widow of said James Barter died. That said Emily A. Barter died childless having never married & made her will which was duly probated in said County of Union giving to said James Barter her brother the interest she had in said land subject to a right to said A.M. Pilcher his mother to have a home on said lands if she desired while she lived. That said James Barter was at the time said judgment was rendered the owner of a five acre lot in said county of Union which he bought of John A. Welch by deed to him recorded on page 287 of Vol. 38 of Deeds of said County to which reference is here made for full description. That said James Barter at the time of the rendition of said judgment was the owner of lot No. 15 in the 1st Range of Peoria in said county of Union & on which stands a stove house.

That since the rendition of said plaintiffs said judgment the said James Barter & C. W. Wells on the 6<sup>th</sup> of April 1878 executed to said A.M. Pilcher their mortgage purporting to convey to her in fee said lot No. 15 to secure six hundred dollars to her & the said mortgage was duly recorded and plaintiffs say they believe the same was without consideration & fraudulent & they charge such to be the fact & the lien thereof in any event is junior in time to the lien of the plaintiffs.

That on the 26<sup>th</sup> of July 1878 a writ of execution issued to said Sheriff Justice J. Miller who levied upon said real estate to satisfy plaintiffs said judgment as well as a large amount of chattel property upon which Judson Haines claimed a lien by virtue of a chattel mortgage thereon - By virtue of another execution issued on said judgment a stock of goods was also levied on in conjunction with executions in favor of H.B. Clafflin & others & in favor of P. Van Val King & Co. in favor of Jas P. Parial who claims an interest in the proceeds of the same but which stock of goods was taken from the possession of said Sheriff by G.B. Whelpley duly appointed Receiver for that purpose by the order of this court on the petition of Orlando Wells but the amount to be realized from the same to the plaintiff as it is informed in any event will not exceed six or seven hundred dollars while the balance of the same if it be not given to said Orlando Wells will be the property of said H.B. Clafflin & others who levied on the same in conjunction with plaintiffs - That said A.M. Pilcher since said judgment was rendered in favor of plaintiffs has obtained against said Barter judgments & made liens on said lands and has obtained a deed for said land known as the James Barter farm of 140 acres but she has no rights therein of

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setting the lien of plaintiffs aforesaid. That Alpheus Reed or Almira Reed holds a mortgage upon said 140 acre farm for about two thousand dollars which is a lien thereon. That W.A. West holds a mortgage on said 30 acre lot for about six or seven hundred dollars which is a lien thereon. That H.B. Clafflin & Co. hold a judgment lien on the same. That J. D. Cameron holds a judgment against said James Carter which is a lien on all said lands. That J. D. Henson holds a judgment lien on said lands by virtue of a judgment in this court. That A. D. Elliott & John Elliott hold a judgment for \$89<sup>00</sup>/<sub>100</sub> dollars debt besides costs in this court which is a lien on said lands. That The Bank of Marysville makes some claim upon said property. That A. S. Chapman & Co hold or claim a Mechanic's lien on the house on said 140 acre farm. The said property real & personal is not sufficient to pay all of said claims. That with these liens unadjusted said property will not sell for its full value. Therefore the plaintiffs asks that all of the persons above named as having or pretending to have any claim or interest in said premises & property be made defendants & each be required to set up definitely their said claim or be forever estopped from claiming same & that plaintiffs have a decree & order of sale of all of said property's real estate & that all the liens on same be marshalled - That a Receiver be appointed to take possession of the said property's real estate & rent the same until this cause is disposed of & that finally said property & premises be sold & the proceeds thereof be distributed in payment of said liens in the order of their priority & that such further relief be granted as may be right.

Robinson & Piper, Attys for plff.

The State of Ohio.

Union County, ss. J. W. Robinson being duly sworn says he is one of the attorney of the North Lewisburg bank plff and that the allegations of the foregoing petition are true as he believes & that said plaintiffs are now residents of said County of Union & doing business in County of Champaign Ohio.

Sworn to before me & signed in my presence this 30<sup>th</sup> day of Dec. 1878  
W. M. Ganget, Clerk.

Waiver of  
Summons  
No. 5173  
Prairies  
We the undersigned do hereby waive the issuing and service of  
notice upon us. Witness our hands. Fleck & Chapman, By Robinson  
& Piper their attys. A. D. Elliott & John Elliot, By Robinson & Piper their  
attys. H. B. Clafflin & Co., By Robinson & Piper, Attys. Fullington,  
Phillips & Woods, Almira Reed, By Hamilton & Henderson, her Attorneys.  
Issue summonses for following & endorse "petition to marshal  
liens & sell land & for other purposes" to Shiff of Champaign Co, viz: A. M.  
Pilcher, W. A. West, James Carter, O. W. Wells.

Robinson & Piper, Attys for plff.

Afterward, on the 30<sup>th</sup> day of December A. D. 1878 the following summonses  
was issued, by the Clerk of said Court, to wit:

The State of Ohio.  
Union County, ss. To the Sheriff of the County of Champaign  
We command you to notify A. M. Pilcher, W. A. West, James Carter  
and O. W. Wells that they & others have been sued by The Bank of North

Summons

Lewisburg  
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A. D. 1878  
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Lewisburgh in the Court of Common Pleas of Union County, and that unless they answer by the 5<sup>th</sup> day of February A.D. 1879 the petition of said Bank of North Lewisburgh 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 13<sup>th</sup> day of January A.D. 1879. Witness my hand and the seal of said Court this 30<sup>th</sup> day of December A.D. 1878.

Seal W.M. Winget, Clerk.

Endorsed: Petition to sell lands, marshalls fees & for other purposes. Robinson & Piper, Plffs Atty.

Sheriff's Return

Said Writ returned and filed Jan. 19, 1879, endorsed as follows to wit: The State of Ohio, } Received this Writ December 3<sup>rd</sup> A.D. 1878, }  
Champaign County, ss. } at 2 o'clock P.M., and pursuant to its com- }  
mand I served the within named A.M. Pilcher by leaving a true copy of this writ at his usual place of residence on the 10<sup>th</sup> day of January 1879. And on same day I served the within named James Carter and O.W. Wells by delivering to each one of them a true copy of this writ the within named W.A. West not found in Champaign Co. Service 75 - Mileage 3.50 Gop. 75 - Return .25 D. J. 2. 5. 25 Total \$ 5.70 Pt Pety 3  
Sam. D. Boker, Sheriff, per R. M. Miller, Deft.

Summons

Afterward, on the 18<sup>th</sup> day of January, A.D. 1879, the following Summons was issued by the Clerk of said Court, to wit:

The State of Ohio, } To the Sheriff of the County of Champaign, }  
Union County, ss. } We command you to notify H. E. Pilcher that she & others have been sued by The Bank of North Lewisburgh & others in the Court of Common Pleas of Union County, and that unless she answer by the 15<sup>th</sup> day of February A.D. 1879 the petition of said Bank of North Lewisburgh et als. 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 27<sup>th</sup> day of January A.D. 1879. Witness my hand and the seal of said Court, this 18<sup>th</sup> day of January A.D. 1879.

Seal W.M. Winget, Clerk.

Sheriff's Return

Endorsed, Defendant "Almira Reed" asks Foreclosure of Mortgage & equitable Relief. Hamilton & Henderson, Deft. Reed's Atty.  
Said Writ returned and filed Jan. 23<sup>rd</sup> A.D. 1879, endorsed as follows, to wit: I hereby waive the service of this summons in the above entitled case and enter my appearance therein, this 23<sup>rd</sup> day of January 1879.  
H. E. Pilcher.

Answer

Afterward, on the 3<sup>rd</sup> day of Feb. A.D. 1879, the following Answer was filed with the Clerk of said Court, to wit:  
Bank of North Lewisburgh Plaintiff } Court of Common Pleas, }  
vs } Union County, Ohio, }  
James Carter and others. } Answer and Cross Petition of }  
W.A. West.

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And now comes the defendant W. A. West, and for his separate answer by way of cross petition says On the 27<sup>th</sup> day of October 1876 the defendant James Carter made and delivered to Thursa Elliott his promissory note of that date and thereby promised to pay to said Thursa Elliott on order the sum of three hundred and fifty Dollars with interest at 6 per cent value received on or before April 1<sup>st</sup> 1879. The said W. A. West said note in the ordinary course of business and is now the owner of the same having paid for same a valuable consideration. A copy of said note with the endorsements thereon is hereto attached marked "A". The defendant Charles Carter on the 27 day of October A.D. 1876 to secure the payment of said note executed and delivered to the said Thursa Elliott his mortgage and there-by conveyed to the said Thursa Elliott her heirs and assigns the following lands and tenements situate in said County of Union State of Ohio and bounded and described as follows to wit: In Survey No. 4265 - Being 30 acres of the East end of the 126 acres bought by James Clombek of George Stewart and wife June 19<sup>th</sup> 1852 which 30 acres is described as follows - Beginning at the South E. corner of said Stewarts lot and East line of said survey thence with the survey line N 20° W 82 poles to a stake and stone - thence S 81° W. fifty eight poles and one half a pole to a stake - thence S 20° E. 82 poles to a stake in the South line of said Stewarts line thence to the place of beginning, containing 30 acres more or less. On the 27 day of October A.D. 1876 at 4 o'clock P.M. the said mortgage was delivered to the recorder of said county to be by him entered on record and was recorded on the 30 day of October A.D. 1876 in Vol. 12 on page 578 of the record of mortgages of said county - The said note will be due on April 1<sup>st</sup> 1879. The defendant W. A. West asks the protection of the court with reference to said note and that the said note may be paid with the interest on the same out of the proceeds of sale of the said premises and for an order of foreclosure and sale of said premises when the said note shall become due if the same be not sold prior to that time on an order in favor of the plaintiff and for all proper relief.

Robinson and Piper, Attys for W. A. West.

State of Ohio

Union County, ss. L. Piper being duly sworn says he is one of the attorneys of the said W. A. West duly authorized in the premises that said W. A. West is not a resident of the said County of Union and is now absent therefrom and that the facts stated and allegations in the foregoing pleading of the said W. A. West are as affiant believes true.

L. Piper.

Given to be true by L. Piper and by him subscribed in my presence this 7<sup>th</sup> day of February A.D. 1879. W. M. Winget, Clerk.

\$350<sup>00</sup>

Copy of Note "A"

Marysville O. Oct. 27, 1876

On or before April 1<sup>st</sup> 1879 I promise to pay Thursa Elliott or order the sum of three hundred and fifty Dollars with interest at 6 pr. ct. Value received.

James Carter.

Afterward, on the 10 day of May A.D. 1879, the following Entry was

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made on the Journal, by the Clerk of said Court, to-wit:  
Bank of North Lewisburg,

Entry  
No. 3173

No. 3173  
This day this cause to  
be heard on the demand

James Carter et als  
of Carter & A. M. Pilcher to the cross petition of Reed wherein on the court do  
overrule said demurrer; whereupon the said defendants ask & obtained leave  
for said defendants to file answer to said cross petition by one o'clock P.M. of  
May 10, 1879 & leave also to same parties to answer the cross petition of W. A.  
West within same time.

Afterward, on the 10 day of May, A.D. 1879, the following answer was  
filed with the Clerk of said Court, to-wit:

Answer.

Bank of North Lewisburg } Union Common Pleas.  
  } Answer of James Carter  
James Carter et als. } Now comes the said James Carter and for  
answer to the cross petition of W. A. West one of the defendants says, After  
the filing of said Cross-Petition said West entered into an agreement  
with him, for a valuable consideration, to discontinue said cause, and  
proceed no further therewith on his part at this term of said court.  
Said agreement is still in full force and uncanceled. Therefore, re-  
spondent prays that no action be taken by the court upon said cross  
petition at this term but that said cause be discontinued as per  
said agreement. P. B. Cole & Son.

State of Ohio, }  
Union County, ss. } James Carter being sworn says the facts stated  
& allegations of his foregoing answer are as he believes true

Sworn to & subscribed before me this 5<sup>th</sup> day of May 1879.  
W. M. Kinget, Clerk.

Amended  
Petition.

Afterward, on the 10 day of May A.D. 1879, the following Answer  
was filed with the Clerk of said Court, to-wit:

Bank of North Lewisburg } Union Common Pleas.  
  } Answer.  
James Carter et als. } Now comes the said James Carter one of the  
defendants and for answer to the cross petition of W. A. West, defendant,  
says, After the filing of the cross petition of said West by an agree-  
ment entered into between the said Carter & said West at North  
Lewisburg, Ohio. The said West for a valuable consideration viz, an  
increased rate of interest to-wit 10 per cent on said indebtedness to him  
agreed to discontinue said cause for this term so far as he was  
concerned, and said that he would not do anything with it at  
this term of said court for the further reason that he did not wish  
to oppress anyone and was willing that the payment of his claim  
should wait, and all he wanted was to be protected in his claim  
and was not intending to assist any one else in the prosecution  
of claims in this case. Third, James Carter therefore prays that  
said cause so far as said Cross-petition is concerned be discontinue-  
ed for this term of said Court, as per said agreement.  
P. B. Cole & Son, Attys for James Carter.

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State of Ohio,  
Union County, ss. James Carter being sworn says the facts stated  
& allegations in his foregoing answer are as he believes true.

Sworn to subscribed before me this 10 day of May 1879.  
W.M. Winget, Clerk.

Afterward on the 21 day of May A.D. 1879, the following ans. was  
filed with the clerk of said Court, to wit:

Bank of North Lewisburg } Court of Common Pleas,  
vs } State of Ohio, Union County, ss.  
James Carter et als. } answer.

No 3173 And now comes J.L. Cameron by leave of the Court files his separate  
answer and says. That on the 12 day of March 1878 this defendant  
recovered a judgment against said James Carter in a suit before  
Henry C. King one of the Justices of the Peace within and for the County  
of Union in the sum of Eighty five and <sup>50</sup>/<sub>100</sub> Dollars and \$2.50 cost of suit.  
That afterwards to wit on the 28 day of March 1878 there being no appeal  
or stay in said case and said judgment being still in full force this  
defendant caused a transcript of said judgment and proceedings  
to be filed in the office of the clerk of the Court of Common Pleas of said  
County and which then and there became a lien upon the lands of said  
James Carter within the County aforesaid. No part of the said judg-  
ment has ever been paid and there is still due to this defendant upon  
said judgment the said sum of eighty five <sup>50</sup>/<sub>100</sub> Dollars and costs as  
aforesaid together with the interest thereon from March 12, 1878. This de-  
fendant says that he knows nothing of the matters set up in the An-  
swer of A.M. Pitcher and he denies and demands proof of the same.

This defendant claims that his lien on said lands date from the 28<sup>th</sup>  
of March 1878, and that his judgment was for amount due upon the  
personal earnings of this defendant for work and labor done and per-  
formed by this defendant counselor at law in the capacity of an Attorney  
and to and for said James Carter. This defendant prays judgment  
and order of sale and that his lien may be protected and for all per-  
fect relief.  
J.L. Cameron.

State of Ohio,  
Union County, ss. J.L. Cameron being first duly sworn deposes and  
says that the facts stated and allegations made in my foregoing answer  
are true as I verily believe. J.L. Cameron.

Sworn to by J.L. Cameron before me and by him signed in my  
presence this 21 day of May 1879. W.M. Winget, Clerk.

Afterward on the 4 day of Sept A.D. 1879, the following answer was  
filed with the clerk of said Court, to wit:

Bank of North Lewisburg } Court of Common Pleas, Union County, Ohio,  
vs } Answer to Cross petition of A.M. Pitcher deft.  
James Carter & others. } The said plaintiff says it denies each & every  
allegations of said cross petition which is not admitted & affirmed in its  
original petition. Second. The said plaintiff says the said A.M. Pitcher

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er formerly Carter as the widow of James Carter has only a contingent right of dower in said lands of her dead husband which was never assigned to her. That she never made any legal or valid purchase of said land of James Carter and the pretended purchase mentioned in her said cross petition was void & not in writing & was without consideration & no possession was ever taken of said lands by her & she never made improvements thereon as she alleges in her cross petition & said James Carter was in possession of said land ever since he became of age & managed & used the same for his own benefit and claimed to the plaintiff when he contracted said indebtedness & prior thereto that he owned said premises & said A.M. Pilcher exercised no acts of ownership or possession of the same & she never publicly claimed to have any interest therein except her said contingent right of dower until after the plaintiff's said lien attached thereto - That said A.M. so understanding & claiming said land to be the property of said James Carter sued him in the court of Common Pleas of Delaware county Ohio & on the 15<sup>th</sup> of April 1878 obtained judgment against him in said Court for \$1375 debt & costs on which a writ of execution issued at her order to the Sheriff of Union County Ohio & levied on said lands the same day as the property of said James Carter and also on this same day in said Court recovered another judgment against James Carter in his favor for \$925 700 & costs on which a similar execution issued & on her order levied on said lands as his property which said judgments remain in full force. That said A.M. Pilcher afterwards in April took said deed from said James Carter conspiring with him to cheat and defraud his creditors & for the purpose of putting the same beyond his creditors & pretended also to have bought all the property of every description personal & real which he had all for the purpose of aiding him in his purpose & efforts to cheat & defraud his creditors - That all the improvements made on said premises were made by said James Carter in his own name & this said A.M. Pilcher has never paid for the same - That the lien of said plaintiff attached by the plaintiff's judgment & levied long before the levies of said Pilcher & before the said deed to her was executed as aforesaid. The plaintiff further says the said mortgage to said A.M. Pilcher for \$600 on the said town lot in Georgia was without consideration & for the same purpose of defrauding said James Carter's creditors. The plaintiff therefore prays as he did in said original petition for an order of sale of said premises & that its lien should be declared to be better & prior to the said claims of said A.M. Pilcher.

Robinson & Piper Attys for plff.

The State of Ohio,

Union County, ss.

Warren D. Sibley being duly sworn says he is one of the company doing business in the name of the plaintiffs & he believes the allegations of the foregoing answer to cross petition of A.M. Pilcher are true.

W.D. Sibley.

Sworn to before me & signed in my presence this 4<sup>th</sup> of Sept. 1879.

W.M. Winget Clerk.

Afterward on the 31<sup>st</sup> of Jan'y A.D. 1880, the following Entry was made on the Journal by the Clerk of said Court, to wit:

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A.M. Pilch

County  
No. 3173

Bank of North Lewisburg  
vs  
James Carter et als

No. 3173

This day came on this cause to be heard on the pleadings and evidence & arguments of

counsel. Whereupon the Court being requested to make his special findings of the facts separate from the findings of the law do on the evidence find that payments have been made on the mortgage given to Almira Reed as alleged in the answer of A. M. Pilcher and there is due on the mortgage described in the cross-petition of Almira Reed on the 140 acre farm therein described the sum of eighteen hundred & eleven  $\frac{63}{100}$  \$1811.68 which is a lien on the said 140 acres. 2. The Court further find that in the spring of 1877 James Carter in consideration of six thousand & four hundred dollars paid to him by A. M. Pilcher agreed verbally with said A. M. Pilcher to convey by deed to her in fee simple the 140 acres of land but the said A. M. Pilcher failed to prove that she took or obtained possession of said land under or by virtue of the said verbal contract, but the Court find that the said A. M. Pilcher had possession of said 140 acres as the widow of James Carter deceased from the time of the decease of the father and continued the possession right along under said contract of purchase with her said son James Carter and the Court further finds that said Carter on two different occasions met A. M. Pilcher for the purpose of making said deed after making said contract & deed was prepared at both times & said Carter without repudiating the contract declined to execute the deed but repeated his promise that he would do so. That he in April 1878 made the deed in pursuance of his verbal agreement to said A. M. Pilcher for said 140 acres of land & that the \$6400. paid was a full consideration for the same - Thereupon the Court find that the deed so made conveyed the legal title with the equitable title to said land so as to give her a clear title thereto as against the several judgments claimed by plaintiff & other parties to be liens on the said land. 3. The Court find James Carter owns the one half of lot 14 in said petition described and is tenant in common with Oren and W. Walls on which half lot the plaintiffs judgment is the first lien. 4. The Court find that James Carter is seized in fee simple of the 30 acres of land in said petition described & subject to the rights of W. A. West & A. M. Pilcher under the mortgage to Elliott the said 30 acres is in equity liable to the payment of the said judgment of the plaintiff. 5. The Court further find that there is still due the plaintiff from James Carter on said judgment after being corrected by the judgment of this court at its last term the sum of \$73053  $\frac{12}{100}$  which is a lien as before mentioned. Therefore the Court order decree and adjudge that unless said A. M. Pilcher or James Carter & H. E. Pilcher shall pay said Almira Reed the said sum of eighteen hundred eleven  $\frac{63}{100}$  Dollars \$1811.68 with interest from Jan'y 21. 1880 & the costs made in regard to the same herein within ten days that an order of sale issue to the Sheriff of this county commanding him to appraise advertise & sell according to law the 140 acres aforesaid bring into court the proceeds, and that subject to said claim of Almira Reed that the title of A. M. Pilcher to said 140 acres be & the same is hereby quieted against the claims and liens of the other parties to this cause & their petition dismissed as to said 140 acres. Further the

Answer  
No. 3173

court order to plaintiff said to be of this court said lot as to the cause is a little old. M. plaintiff said 140 a

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court order & adjudge that unless said James Carter shall within ten days pay to plaintiff the said sum of \$3062.<sup>00</sup> with said interest as found due as aforesaid to plaintiff with the costs herein that an order of sale issue to the sheriff of this county commanding him to appraise, advertise & sell the said half of said lot 15<sup>th</sup> and the whole of the said 30 acres & report his proceedings therein as to the claim of W. A. West & A. M. Pilcher under the Elliot mortgage. This case is continued. And as to the judgment & order of the court quieting the title of A. M. Pilcher to said 140 acres as against the judgment liens of the plaintiff & the judgment of Chaffin & Co. & dismissing said petition as to said 140 acres the said plaintiff & said Chaffin & Co. except.

Afterward, on the 14<sup>th</sup> day of Feb. A. D. 1880, the following answer was filed with the clerk of said Court, to wit:

Answer  
No. 3173

Bank of North Lewisburg vs. Common Pleas, Union County, Ohio.  
James Carter et als. } Answer & Cross Petition.  
Now comes Sally Wells and having on her own motion been made a party defendant in this suit, by leave of the Court answers the petition of the plaintiff and says - That on the 14<sup>th</sup> day of February A. D. 1880 she obtained a judgment in said Court against O. W. Wells & Co. and James Carter and O. W. Wells late partners in said County under the name of O. W. Wells & Co. for the sum of \$794.<sup>13</sup> debt & \$ costs of suit. And she further says that said judgment is a partnership debt of said O. W. Wells & Co. and that the note upon which said judgment was taken was given for money loaned by her to said firm of O. W. Wells & Co. & used in the business thereof. And that the storehouse and land whereon the same is situated at Peoria Station, Union County Ohio, described in plaintiff's petition is partnership property of said firm of O. W. Wells & Co.; and that the legal title therefor is in the names of said James Carter and O. W. Wells as individuals, but they hold the same as trustees merely for said partnership, and that there is no goods or chattels belonging to said firm, and that her claim to have the proceeds of said property applied on her said judgment is superior to the claim of the plaintiff. And she prays that said property may be ordered to be sold and the proceeds applied upon her said judgment. There is now due upon said judgment the full amount thereof with interest at 8 per cent. from the said O. W. Wells & Co. & James Carter & O. W. Wells to her. P. B. Cole & Son, Attys for S. Wells.

State of Ohio }  
Union County, ss. } Sally Wells being sworn, says the facts stated and allegations in her foregoing pleading are as she believes true.  
Sally Wells.  
Sworn to & subscribed before me this - day of February 1880.  
J. W. Atkinson J. P.

Afterward on the 23<sup>rd</sup> day of Feb. A. D. 1880, the following answer & Cross Petition was filed with the clerk of said Court, to wit:  
Bank of North Lewisburg vs. James Carter et als.  
Common Pleas, Union County, Ohio. Answer & Cross Petition.

answer  
No. 9173

Now comes Edmund W. Wells and having been made a party defendant & entered his appearance herein by leave of court answers and says by way of answer & cross-petition says, That the store building and lot of land whereon the same is situated at Peoria Station, Union County, Ohio, described in plaintiff's petition is partnership property of the late firm composed of this defendant and the said James Carter, and known by the name of O. W. Wells & Co. and the legal title thereto is held by the members of said firm in their individual names, but they are trustees merely for said partnership in said matter, that the partnership indebtedness of said firm exceeds the whole of its assets and therefore said James Carter has no interest in said property that can be subjected to the payment of his individual debts. And he says if the undivided half of said property is sold it will not bring nearly its value, and it will embarrass and embarrass the sale of the balance - He therefore asks that the whole thereof be sold together and proceeds brought in to court to be disposed of as equity may require, & for such other & further relief as -  
C. B. Holt & Son. Attys for O. W. Wells.

State of Ohio.  
Union County, ss. Edmund W. Wells being sworn says the facts stated and allegations in his foregoing pleading are as he believes true.  
E. W. Wells.  
I sworn to & subscribed before me this 23<sup>rd</sup> day of February 1880.  
W. M. Winget, Clerk.

Motion

Afterward on the 3<sup>rd</sup> day of May A. D. 1880, the following motion was filed with the Clerk of said court to wit:  
Bank of North Lewisburg, Piff. vs Common Pleas. Union County.  
James Carter et al. Dft. vs Motion.  
Now comes the said James Carter and moves the court here to set aside the appraisement and sale of 30 acres of land heretofore sold in this case - For grounds of said motion he says - The said land was struck off too hastily - It was not cried as he is informed, more than three minutes, and the bidder who was near by waiting & watching to bid at said sale - was prevented from bidding - which bidder would have bid \$200 more for said land than it was struck off for - The announcement of the sale was not made in a loud voice as should be, whereby the said bidder who was near by and watching & listening failed to hear it although when the next property was put up immediately afterwards he had not moved, but was in the same place as when the 30 acres was put up, and yet heard that announcement plainly - There were several others with said bidder who know the above facts. The said sale does not satisfy the purchase money mortgage notes given for said land, and said bidder within a few minutes after it was struck off said the sheriff and requested him to put up the <sup>same</sup> land again, and offered to start it at \$200 more than it was struck off for. The sheriff refused. The said land was appraised at more than \$200 less than its market value - Said appraisement and sale do great wrong and injustice to the said Carter and his said mortgage

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creditors. P. B. Cole & Son. Attys for J. Carter.

Afterward, on the 6<sup>th</sup> day of May A. D. 1880, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry  
No. 3173

Bank of North Lewisburg } Common Pleas, Union County, Ohio.  
vs }  
James Carter et als. }  
This cause came on for hearing on the motion to set aside the sale of the 30 acres of land levied on & sold in this action as the property of said James Carter defendant, and on consideration thereof and good cause shown, it is ordered that said sale be, and it hereby is, set aside - and a new sale is ordered - thereof & by agreement the land is to remain in the possession of Mrs. M. Pilcher and she is to be charged with rents until further orders.

Afterward, on the 22<sup>nd</sup> day of Sep. A. D. 1880, the following Motion was filed with the Clerk of said Court, to wit:

Motion

The Bank of North Lewisburgh } The State of Ohio, Union County.  
vs } Court of Common Pleas.  
James Carter et al. } Motion.

And now comes the defendant Sarah Wells, who by leave of Court has filed an answer & cross-petition in said cause, and which is still pending, and moves the Court to have the said cause reopened for the disposition of said answer and cross petition and all other questions still pending in said cause.

Powell & Tilton, Atty for Sarah Wells.

Afterward, on the 8<sup>th</sup> day of Oct. A. D. 1880, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

Bank of North Lewisburg } No. 3173  
vs }  
James Carter and others. }  
Now come the parties to this suit & it appears to the court that W. A. West holds & owns a note of three hundred and fifty dollars as set forth in his answer which the court finds to be the first lien on the thirty acres of land in said petition described in survey No. 4265 Beginning at the East corner of the 19 1/2 acres sold by James Hornbeck to George Stewart June 19<sup>th</sup> 1852 and in the East line of the survey thence with the survey line N. 10 W. 82 poles to a stake and stone thence S. 81 W. 58 1/2 poles to a stake thence S. 20 E. 82 poles to a stake in the South line of the Stewart lot, thence to the beginning - The court finds that W. W. Woods has paid \$200 to said W. A. West Nov. 27, 1879, on said note & to that extent claims a lien on said land & the balance due on said note is \$ 226 <sup>65</sup>/<sub>100</sub> which is also the first lien on said 30 acres of land. Therefore it is ordered and decreed by the court that said James Carter within ten days pay to said W. A. West said sum of two hundred and twenty six <sup>65</sup>/<sub>100</sub> dollars & interest from this date & costs of this branch of said cause & in default thereof that an order of sale issue to the sheriff of this county commanding him to sell said 30 acres of land according to law & bring the proceeds into court for distribution. And further that said Carter pay to said W. W. Woods said sum of \$200 with inter-

est from Nov. 27, 1879 within ten days or in default that an order of sale issue on his demand commanding said Sheriff to sell said 35 acres according to law - and further, it is ordered that if said Carter shall fail for ten days to pay the sum of \$2052.<sup>00</sup> with interest from Feb. 22, 1878, costs to the plaintiffs which the court finds due said plaintiff as alleged in his petition, that an order of sale issue to said Sheriff commanding him to sell according to law said 35 acres & the lot No. 15 in the village of Peoria, described in said petition & the proceeds bring into court for distribution & as to all other matters this cause is continued.

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. 3173 Bank of North Lewisburg } No. 3173 This day A. G. Wilcox & V. S. Blush the executors of James Carter and others } of the will of W. W. Woods dec'd and suggested the death of the said W. W. Woods in whose name the court entered a decree & order of sale Oct. 8, 1880 in this cause on his cross petition for the sum of two hundred dollars with interest from Nov. 27, 1879 & said executors entered their appearance as plaintiffs & said executors are here by the court substituted for said W. W. Woods in said decree & order of sale of the premises ordered to be sold for the payment of said decree. Also the decree in favor of W. A. West the same day in this cause for \$226.<sup>00</sup> & by him assigned to said Woods be & the same is revived in favor of said executors & an order of sale authorized in their favor for the payment of said \$226.<sup>00</sup> & interest if default be made for ten days in the payment thereof by said defendants.

Afterward, on the 30 day of April, A.D. 1887, the following Order of Sale was issued by the Clerk of said Court, to wit:

Order of Sale No. 3173 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 8<sup>th</sup> day of Oct. A.D. 1880, in the cause of The Bank of North Lewisburg, Plaintiff, and James Carter et al, Defendants, said W. A. West obtained a judgment or decree against the said James Carter for the sum of two hundred and twenty six and <sup>66</sup>/<sub>100</sub> Dollars and in favor of W. W. Woods for \$205 and <sup>00</sup>/<sub>100</sub> Dollars costs of suit: And whereas, it was then and there by said court ordered and adjudged and decreed, that the said James Carter shall within ten days, from the 8<sup>th</sup> day of Oct. A.D. 1880, pay unto the said W. A. West the said sum of Two hundred and twenty six and <sup>66</sup>/<sub>100</sub> Dollars with interest from 8<sup>th</sup> day of Oct. A.D. 1880 at the rate of 6 per cent. per annum, on the \$226.<sup>00</sup> and to the Clerk of this Court the costs of this action herein, taxed to \$ and to said Woods said sum of \$200 - with int. from Nov. 27, 1879 - 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 ten 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 County of Union and State of Ohio, bounded and described as follows: In survey of

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No. 4265 Beginning at the east corner of the 196 acres sold by James Hornbeck to George Stewart June 19<sup>th</sup> 1852 and in the east line of the survey thence with the survey line N. 10 W. 82 poles to a stake and stone; thence S. 81 W. 58 1/2 poles to a stake; thence S. 23. E 82 poles to a stake in the southeast line of the Stewart lot; thence to the beginning about 30 acres.

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 relating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgement and decree with costs and interest, as specified therein; and that you make report of your proceedings hereon, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville Ohio. This 30<sup>th</sup> day of April, A. D. 1887.

J. L. Burzawa, Clerk.

Sherriff

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 4<sup>th</sup> day of May 1887, summon J. H. Moore, Clerk of said Court and James A. Henderson 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 4<sup>th</sup> day of May, A. D. 1887, 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 four Dollars, per acre. A certified copy of said appraisal forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 11 day of May 1887, 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<sup>th</sup> day of June A. D. 1887 at 1 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 18<sup>th</sup> day of June, 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 Walter Dullington who bid for the same the sum of Seventy two and 67/100 Dollars per acre, and said sum being two thirds of the appraised value thereof, and said Walter Dullington 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 Seventy two and 67/100 Dollars.

Service 30 Summoning & Swearing Appraisers 120 Conveying Appraisers 200 Writing Appraisal 30 Copy of Appraisal 30 Notice to Printer 30 Mileage 125 Poundage 10.20 Total 16.88 Appraisers' Fees 3.00 Printers' Fees 10.50  
M. Hopkins, Sheriff.

After and on the 1 day of July A. D. 1887 the following Proof of Publication was filed with the Clerk of said Court, to wit:  
Sheriff's Sale.

Court Common Pleas, Union County, O.  
Bank of North Lewisburg No. 3173

In Order of Sale.  
James Carter  
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 court house of the Court House, in Marietta, Ohio, on Saturday, June 22<sup>nd</sup> 1887, at or about the hour of one o'clock p.m. of said day the following described real estate, to wit: Situated in the County of Union and State of Ohio and bounded and described as follows: See Survey No. 4265, Beginning at the east corner of the 96 acres sold by James Dornbeck to George Stewart, June 12<sup>th</sup> 1862, and on the east line of the survey: thence with the survey line north 8<sup>o</sup> west 82 poles to a stake and stone; thence south 81<sup>o</sup> west 58<sup>o</sup> poles to a stake; thence south 20<sup>o</sup> east 20 poles to a stake in the southeast line of the Stewart lot; thence to the beginning, containing about thirty acres. Appraised \$34.00 per acre. Terms of Sale, Cash.

Marion Hopkins, Sheriff Union County, Ohio.

Robinson & Piper, attorneys. May 18, 1887 - p. 1050.  
The undersigned, being duly sworn, says that a copy of the aforesaid notice was published for five consecutive weeks in the Marietta Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with May 18-1887. W. O. Cheever.  
Given to and subscribed before me, this 11<sup>th</sup> day of July 1887.  
J. L. Bunker, Clerk.

Witnessed, on the 16 day of Nov. A.D. 1887. The following Certificate was made in the Journal by the Clerk of said Court, to wit:

Bank of North Lewisburg No. 3173  
This day came the parties and submitted this James Carter and others. Remits to the Court on the motion to confirm the sale of the 30 acres of land in said petition described, made on the decree of W. A. West against Jas. A. Carter & others & the decree in favor of W. W. Woods against said Carter & others on Cross-petition and the Court being fully advised in the premises do find that all of the proceedings of the sheriff on the order of sale are regular & in conformity with law & do hereby order & decree to be & the same is hereby confirmed & the sheriff of this county Marion Hopkins is ordered & decreed to execute & deliver to said purchaser a deed conveying in fee simple to him said lands so sold to him conveying to him all the interest and title of all parties to said suit in said land and the said purchaser is subrogated to all the rights of said lien holders therein. And the Court order & decree that out of the purchase money for said land the sheriff pay the costs herein amounting to \$ and all the taxes due thereon amounting to \$ and that the balance be applied on the said decree of \$200 in favor of W. W. Woods now revised in favor of the executors of his will amounting to \$295 and second the decree of \$226<sup>00</sup> rendered herein in favor of W. A. West now owned by Mrs. H. A. Gilcher & held by the Bank of Marietta Ohio as collateral security for advancement to her now amounting to \$335<sup>00</sup> and if the said purchase money is insufficient to pay said costs & taxes & said two decrees a writ of execution is by the court.

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decided for what ever ballance remains so unpaid and as to any rents due from Mrs. Pilcher for the use of said land since she took possession thereof under the order of the court in this case, this cause is continued.

Attest. John D. Bingham, Clerk.  
By Kellie Roney, Deputy.

Heard before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord one thousand, eight hundred and eighty seven. Heretofore, to-wit, on the 7<sup>th</sup> day of May A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

*Petition*  
Joseph Cape } Court of Common Pleas, Union County, Ohio.  
vs } Plaintiff.  
J. W. Crindell } Plaintiff says Defendant is indebted to him on a promissory note of which the following is a copy - There are no credits or indorsements thereon -

\$130<sup>00</sup> - Richwood, Ohio, Dec. 7<sup>th</sup> 1885.

On the 1<sup>st</sup> day of Nov. 1885, for value received I promise to pay G. Moore or bearer one hundred & thirty dollars at Richwood, Ohio Deposit Bank with interest at the rate of 8% per cent per annum but if paid whenever a deduction at the rate of 2% per annum in the interest will be made.  
J. W. Crindell  
mark

witness W. Linder  
Marion County, Ohio.

There is due Plaintiff from defendant on said note the sum of \$130<sup>00</sup> which he claims with 8 percent interest from Dec. 7<sup>th</sup> 1885.

Wherefore plaintiff prays judgment on said note against said Def. for said sum of \$130<sup>00</sup> & 8 percent interest thereon from Dec. 7<sup>th</sup> 1885.  
J. S. Gardiner, Atty for Plff.

State of Ohio, } J. S. Gardiner being duly sworn says he is the attorney of plaintiff duly authorized in the premises, that this action is brought on a promissory note for the payment of money only - which note is in his possession & that the facts and allegations in the foregoing Petition are true as he verily believes. J. S. Gardiner.

Given to and subscribed before me this 6<sup>th</sup> day of May 1887.  
W. J. Rucker, Notary Public.

*Receipts*  
To Clerk - Issue summonses for Def<sup>t</sup> to sheriff of Union Co. returnable according to law - amt. claimed & for which judgment will be taken  
No. 5320 \$130<sup>00</sup> + 8% from Dec. 7/85.

Afterward, on the 7<sup>th</sup> day of May A.D. 1887, the following summonses was issued by the Clerk of said Court, to-wit:

*Summons*  
The State of Ohio, } To the Sheriff of the County of Union greeting:  
Union County, ss: } We command you to notify J. W. Crindell that he has been sued by Joseph Cape in the Court of Common Pleas of Union County,

and that unless he answers by the 4<sup>th</sup> day of June A.D. 1887, 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 16<sup>th</sup> day of May A.D. 1887. Witness my hand and the seal of said Court, this 7<sup>th</sup> day of May A.D. 1887. John L. Burgner, Clerk.

Endorsed: In action for amount claimed and for which judgment will be taken \$130<sup>00</sup> & 20<sup>00</sup>, int from Dec 7 85. J. S. Goodwin, Plaintiff vs

Shuffle return

The State of Ohio, Mayon County, ss. Received this Writ May 7 A.D. 1887, at 2 o'clock P.M.

No. 5320

and pursuant to its command, on the 13 day of May A.D. 1887, I served the same by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of the within named J. W. Grindle.

Witness my hand & the seal of said Court, this 10<sup>th</sup> day of May A.D. 1887. M. Hopkins, Cler. By J. H. Robinson, Depty.

Answered on the 4 day of June A.D. 1887, the following Ans. was filed with the Clerk of said Court, to wit:

Answer

Joseph Cook vs J. W. Grindle } Court of Common Pleas, Union County, Ohio.

The said defendant denies that the plaintiff is the owner of said note & denies that the defendant is indebted to plaintiff in any sum on the note in petition described. Second, The defendant says there was no consideration what ever for said note. Third - The defendant says the said note was procured from defendant by false & fraudulent representations of W. Linder & C. Moore who came to the defendant on or about the 7<sup>th</sup> of Dec. 1886 and represented to him that they were the agents of and duly authorized by said Company to bind him the defendant as to wheat then sown in the ground for a cash crop and proposed to defendant that if he would give his note for \$260 they would sell for him forty bushels of the wheat which said defendant would raise from his wheat. When sown at fifteen dollars per bushel less 30% or selling the same and to induce defendant to accept said offer, they falsely represented to Defendant that said Company was a responsible company able and ready and willing to fulfill all of its contracts & doing a lawful business, & that they would bind the defendant a bond of said Co. binding it to make said sale for defendant & further represented to defendant that they the said Linder & Moore would attend to making said sales & that said said Moore was a wealthy man able & ready to fill all of his contracts & the defendant not being acquainted with said Company or said Moore, relied upon said representations & so relying signed said note & accepted said bond & said guaranty & promise of said Moore & Linder, but since then defendant has learned & now avers that said Moore is not a wealthy man able & ready to fill his said contract - That said Company was not a responsible company able & ready and willing to fulfill its contracts & it is not true that said Company had authorized said Linder & Moore to make contracts for sale of grain & that said contract was illegal & against public policy - said wheat sown was common seed wheat of only

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value of only 75 cents per bushel & said wheat when raised was of the value of 72 cents only per bushel - said representations to defendant by said Linder & Moore were ~~made~~ made by them simply to induce defendant to give said note to cheat & defraud him the defendant as aforesaid. After said period contract was executed the note instead of being made for \$250 was at the time the bond was made Dec. 7, 1885 made out at the request of said Linder & Moore into two notes of \$150 each one payable to said Moore or bearer & they each took one of said \$150 note without consideration and attempted to trade them off & thereby defraud defendant. The said defendant raised over forty bushels of wheat that year & was ready to furnish the same to said Linder & Moore or said Co. to fulfill its said contract but said parties all failed to sell any part of said grain & failed to do anything for defendant & he says the said parties well knew at the time they obtained said notes that they were deceiving defendant & were obtaining said notes by said false pretences without consideration. Defendant says the Plaintiff bought said note with full knowledge of all of said facts if he had bought it at all & therefore Defendant prays judgment against plaintiff. Robinson & Piper, attys for Deft.

The State of Ohio,  
 Union County, ss: J. W. Prindle Defendant being sworn says he believes the allegations of the foregoing answer are true. J. W. Prindle.  
 Sworn to before me & signed in my presence this 9<sup>th</sup> June 1887.  
 John L. Burger, Clerk.

Whereas, on the 31 day of Oct. A.D. 1887, the following Entry was made on the Journal, by the Clerk of said Court, to wit:

Johna. Cope. }  
 vs } This day came the parties by their attys & declared this  
 J. W. Prindle } cause settled upon the following terms. The Deft. shall  
 pay plaintiff the sum of \$85<sup>00</sup> & the costs in this case. It is therefore considered by the court that the plaintiff recover of the Deft. said sum of \$85<sup>00</sup> & costs and that this judgment draw 8% of interest.

Attest, John L. Burger, 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 Eleventh Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord one thousand eight hundred and eighty seven. Herebefore, to wit, on the 21 day of Sept. A.D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

A. S. Carpenter, Plaintiff, } The state of Ohio, Union County,  
 vs } Court of Common Pleas.  
 Robert Fields, Defendant. } Petition.

And now comes the said Plaintiff, and for cause of action herein against the said defendant, says: that herebefore, to wit, on the 17<sup>th</sup> day of November 1880 the defendant Robert Fields executed and delivered to one A. Hopkin

the promissory note of which the following is a copy:  
 \$100.00      Richwood, O., Nov. 7th 1885.  
 On the 1<sup>st</sup> day of March 1887, for value received, I promise to pay A. Carpenter or bearer one hundred dollars, at Richwood, Ohio, with interest at the rate of 8 per cent per annum, but if paid when due a reduction at the rate of 2 per cent per annum in the interest shall be made.  
 At Richwood, Union County, Ohio.      Robert Childs.

That there are no indorsements on the said note except the words Recd. & Under, and Childs says that no payments have been made on said note. The said plaintiff further says that he became the owner and holder of said note, for a valuable consideration, before the same became due, in the usual course of business, and that there is now due and owing to him thereon the sum of \$100.00 with 8 per cent interest thereon from the 7th day of November 1885, for which sum and interest he asks a judgment against the said defendant.      J. B. Tulton, Atty for Plff.

The State of Ohio,  
 County of Union, ss:      J. B. Tulton being first duly sworn according to law says that he is the attorney of the plaintiff duly authorized in the premises; that the plaintiff is a non-resident of the state of Ohio, and is now absent therefrom, and that he believes the facts stated and allegations of the foregoing petition are true.      J. B. Tulton.

Said sworn to before me and subscribed in my presence on the said J. B. Tulton this 21<sup>st</sup> day of September 1887.      J. L. Burgner, Clerk.

I hereby acknowledge myself security for costs herein.      J. B. Tulton.  
 To wit: Issue summons for defendant to the Sheriff of Union County Ohio, returnable according to law, Indorse amount claimed \$100.00 with 8 per cent interest thereon from November 7th 1885.  
 J. B. Tulton, Atty for Plff.

Afterward, on the 21<sup>st</sup> day of September 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 Robert Childs that he has been sued by A. S. Carpenter, in the Court of Common Pleas of Union County, and that unless he answers by the 22<sup>nd</sup> day of Oct. A.D. 1887, 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 3<sup>rd</sup> day of October A.D. 1887. Witness my hand and the seal of said Court, this 21<sup>st</sup> day of September A.D. 1887.  
 [Seal]      John L. Burgner, Clerk.

Indorsed, In action for money only, amt claimed \$100. with 8 of int. from Nov. 7th 1885.      J. B. Tulton, Plaintiff's Atty.

Said writ returned and filed Oct. 3<sup>rd</sup> A.D. 1887. Was foll<sup>y</sup> endorsed as follows to wit:

The State of Ohio,      Received this writ Sept. 21 A.D. 1887, at 2 o'clock P.M. and Union County, ss.      pursuant to its command, on the 30<sup>th</sup> day of Sept. A.D. 1887, I served the same by handing a true copy of this writ with the indorsements

Sherriff's Return.

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Entry.   
 No. 381   
 Afterward on the 23 day of Oct. A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to-wit:   
 vs   
 Robert Childs. This day this cause came on to be heard upon the petition of the plaintiff & the evidence, the defendant though duly served with a summons herein, having failed to answer, demurr, or otherwise object to plaintiff's petition, but made default on consideration whereof and the Court being fully advised in the premises finds that the facts stated in said petition are true, and that there is due to the plaintiff from the said defendant interest being computed to the first day of this term the sum of One Hundred and Thirteen & 1/10 Dollars. It is therefore considered and adjudged that said plaintiff recover of said defendant said sum of One Hundred and Thirteen & 1/10 Dollars and his costs herein taxed at \$ and that defendant pay his costs peremptorily at \$ and that this judgment bear interest from the 1st day of this term at 8 per cent per annum, for all of which execution is awarded.

Attest, John L. Bingham, Clerk.   
 By Nellie Roney, Deputy.

Petition.   
 No. 3357   
 Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Mansville, within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 24 day of October, in the year of our Lord one thousand eight hundred and eighty seven. Hereby to-wit, on the 8 day of Aug. A.D. 1887 the following Petition was filed with the Clerk of said Court, to-wit:

Lora M. Sharp, Plaintiff, vs Alongo L. Sharp, Defendant.   
 Common Pleas Court of Union County, Ohio Case No. 3357   
 Petition.

No. 3357   
 Lora M. Sharp, the above named complainant, says that she is an actual resident of said Union County, and that she has been a bona fide resident of the State of Ohio continuously, for one year and more, last past. That she and the said defendant, Alongo L. Sharp, were married to each other on the 17th day of February 1883, near Covida in said County, and that of said marriage, there was born to Plaintiff and Defendant one child, to-wit: Ethel Sharp aged three years who resides with Plaintiff in said County. Plaintiff further says she has always conducted herself as a true and faithful wife to said Alongo L. Sharp, but that said Alongo L. Sharp has, in disregard of his marital duties, for more than three years last past, been willfully absent from Plaintiff. That Defendant has, for more than three years last past, failed and willfully neglected to provide Plaintiff or said child 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 defendant's idleness and profligacy, — That on the 18th day of April, and continuously

Thereafter, for about two months, the said defendant was guilty of extreme cruelty toward this Plaintiff, in this to-wit: The Defendant threatened to strike said Plaintiff during her confinement at the birth of said child, and at the same time did spit in Plaintiff's face, and used profane and vulgar language toward Plaintiff; Refused to lend her assistance while suffering from her said illness, when Plaintiff desired to be moved; and rudely jerked Plaintiff from her bed, with such force that Plaintiff's illness was protracted thereby; Reproached Plaintiff with her illness, called her vile names, and threatened to and did, withhold such attendance and assistance as was necessary to the proper care of Plaintiff, in so much that Plaintiff was removed to her mother's house that said proper attention might be rendered. Therefore, Plaintiff prays that she may be divorced from said defendant, and that she may be awarded reasonable alimony, the custody of said child, and such other relief as is proper.

Lora M. Sharp by Brodrick & Mc Campbell, her attorney.  
 Lora M. Sharp, Plf. } Common Pleas Court, Marion County, Ohio.  
 vs } Affidavit for publication.  
 Alonzo L. Sharp, Dft. } Lora M. Sharp, the above named plaintiff, swears that service of summons and a copy of the petition cannot be made within this state upon said defendant Alonzo L. Sharp, and that this action is brought by the said Lora M. Sharp against the said Alonzo L. Sharp in this court for divorce and for alimony, according to the statute in such case made and provided, and further saith not.

Lora M. Sharp.  
 Sworn to and subscribed before me this 8<sup>th</sup> day of August 1887.  
 John L. Bungee, Clerk.

Afterward, on the 9<sup>th</sup> day of Nov. A.D. 1887, the following Proof of Publication was filed with the clerk of said Court, to-wit:

Legal Notice.

Alonzo L. Sharp, whose place of residence is unknown, late of Marion county, Ohio, will take notice that on the 8<sup>th</sup> day of August A.D. 1887, Publication in the Court of Common Pleas of Marion County Ohio, where the action is now pending, being cause No. 5357, the undersigned Lora M. Sharp, filed her petition against Alonzo L. Sharp, praying for divorce from him, and for reasonable alimony, and for the custody of their minor child, Ethel Sharp, aged three years. The said Alonzo L. Sharp is required to answer the petition in said action not later than the third Saturday after the expiration of six (6) weeks from the 11<sup>th</sup> day of August, A.D. 1887. The date of the first publication of this notice, or such divorce and relief prayed for may be granted.

Lora M. Sharp.  
 Brodrick & Mc Campbell, Attorneys for Petitioner. 3-6 w.  
 State of Ohio, }  
 County of Marion, ss. } J. Robert Smith, do make oath that the the advertisement, of which the annexed is copy, was published for 6 weeks, to-wit: Aug. 11<sup>th</sup>, 18<sup>th</sup>, 25<sup>th</sup> and Sept. 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup> 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 8<sup>th</sup> day of November A.D. 1887.  
 J. F. Rucker, Notary Public.

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Afterward, on the 9<sup>th</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry  
No. 3337

Lora M. Sharp, Plff. }  
vs }  
Alonzo L. Sharp, Dft. }  
} Court of Common Pleas, Union County, Ohio.  
} Base No. 5357.  
} Journal Entry.

Now come the Plaintiff, and the Defendant having been legally summoned by publication, and having failed to appear, the Court find him in default for answer and demurred to said petition, and the allegations therein are confessed by him to be true. The Court further find, upon the evidence adduced, that the Plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at the time a bona fide resident of said county of Union and that the cause of complaint arose in said county and that the parties hereto were married, as in said petition set forth. The Court further find, upon the evidence adduced, that the said Defendant has for more than three years last past, been willfully absent from said Plaintiff; that said Defendant has been guilty of gross neglect of duty, and extreme cruelty, toward the said Plaintiff, and that by reason thereof, the said 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 Lora M. Sharp and Alonzo L. Sharp, be, and the same hereby is, dissolved, and both parties are released from the obligations of the same. It is further ordered that the custody, care, education, and control of the said child of the parties hereto, be, until further order, confided to the said Lora M. Sharp exclusively; and the said Alonzo L. Sharp is hereby enjoined from interfering in any manner with said child, or with the Plaintiff, who is the mother of said child, and who has the lawful custody of the same. But it is hereby ordered that the Defendant have the privilege of visiting said child at all proper hours during the day time; and any violation of this privilege by either party and be reported to this Court. It is further considered by the Court that the said Plaintiff pay the costs of this proceeding.

Attest, John J. Burgener, Clerk.  
By Nellie Roney, Deputy.

I was before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit: on the 21<sup>st</sup> day of Sept. A.D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

Petition  
No. 3383

A. S. Carpenter, Plaintiff }  
vs }  
John B. Wilson & Maggie Martin, Defendants, }  
} Court of Common Pleas  
} Union County,  
} Ohio.

And now comes the said plaintiff and for cause of action herein a-

against the said defendants says: that heretofore, to wit: on the 9th day of June 1885 the said defendants executed and delivered to him their Commission note of which the following is a copy:

\$154.26 Marysville, Ohio, June 9th 1885,

Thirty days after date I, W. or either of us promise to pay to the order of A. E. Carpenter one hundred and fifty four <sup>26</sup>/<sub>100</sub> dollars at 8 per. cent interest from date until paid, value received. "John E. Wilson" "Maggie Martin"

That there are no indorsements on said note and no payments have been made thereon and there is now due to the plaintiff from the said defendants the sum of \$154.26 with 8 per. cent interest thereon from the said 9th day of June 1885 for which sum and interest plaintiff asks judgment against the said defendants. E. B. Fulton, Atty for Plff.

The State of Ohio, County of Union, ss: J. B. Fulton being first duly sworn according to law says that he is the attorney for the plaintiff duly authorized in the premises: that the plaintiff is a non-resident of Union County, Ohio, and now absent therefrom and also a non-resident of the state of Ohio, and that he believes the facts stated and allegations of the foregoing petition are true. J. B. Fulton.

Given to before me and subscribed in my presence by the said E. B. Fulton this 21st day of September 1887.

[Seal] John L. Burgerer, Clerk.

I hereby acknowledge myself security for costs herein. E. B. Fulton.

Præcipe. To Clerk, Issue summonses for defendants to Sheriff of Union County Ohio, returnable according to law, for amount claimed No. 5383 \$154.26 with 8 per. cent interest thereon from June 9th 1885. E. B. Fulton, Atty for Plff.

Afterward, on the 21 day of Sept. A. D. 1887, 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 Union Greeting: Union County, ss: We command you to notify John E. Wilson and Maggie Martin that they have sued by A. E. Carpenter in the Court of Common Pleas of Union County, and that unless they answer by the 22nd day of Oct. A. D. 1887 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 according to. You will make due return of this summons on the 3rd day of October A. D. 1887. Witness my hand and the seal of said Court, this 21st day of Sept. A. D. 1887.

[Seal] John L. Burgerer, Clerk.

Endorsed, Inaction for money only, amt claimed \$154.26 with 8% of int from Apr. 9th 1885. E. B. Fulton, Plaintiff's Atty.

Said Writ returned and filed Oct. 3rd A. D. 1887, endorsed as follows.

Sherriff's Return. to wit: The State of Ohio, } Received this Writ Sept. 21, A. D. 1887, at 2 o'clock P. M. Union County, ss. } and pursuant to its command, on the 3rd day of Oct. A. D. 1887, I served the same by leaving a certified copy of the same with the

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County  
No. 5383

vs  
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documents thereon at the usual place of residence of the within named Geo. H. Wilson and by handing a certified copy to the within named Maggie Martin. Service 45 Mileage 3.52 Copy 40 Total \$4.37 M. Hopkins, Sher.

Afterward on the 24 day of Oct. A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry  
No. 5383

A. J. Carpenter }  
vs } October Term 1887. No. 5383  
John H. Wilson & Maggie Martin, } Judgement on Default.  
E. B. Eulton, his attorney, and the said John H. Wilson and Maggie Martin } And now comes the said A. J. Carpenter, by having failed to demur to or answer to the petition of the said A. J. Carpenter the same is therefore taken to be true; and it is considered that the said A. J. Carpenter ought to recover the said sum of \$154.26 so demanded in his petition together with the sum of \$29.47 which the Court find due as the interest thereon, as prayed for in said petition; it is therefore considered that the said A. J. Carpenter recover against the said John H. Wilson & Maggie Martin the said sum of \$183.73 together with his costs in and about this suit expended, taxed to \$

Attest. John I. Burgair, Clerk.  
By Nellie Conroy, Deputy.

Came before His Honor, John A. Price, Judge of said Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24 day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit: on the 1 day of Oct. A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition  
No. 5401

Mc Cormick Harvesting Machine Company, } Court of Common  
Plaintiff. } Pleas.  
vs } Union County, Ohio.  
Cornelius Mulvaine, Defendant.

Plaintiff says: It is an incorporated company duly authorized and organized under statute law of the state of Illinois with its principal office at Chicago in said State. Its first Cause of Action. That its first cause of action is founded upon a promissory note of which the following is a copy.

"\$47" Marysville, O. Aug. 3 - 1885.

Sept 1<sup>st</sup> 1886. for value received The undersigned promise to pay to the Mc Cormick Harvesting Machine Company or order at Bank of Marysville - Forty Seven Dollars Dollars with interest at six per cent. per annum from date until due and interest at eight per cent. per annum after maturity until paid; without relief from valuation or appraisal, laws, and with ten per cent attorneys fees. Presentment for payment and protest waived.  
L. Mulvaine.

There was due on said promissory note from the defendant the sum of \$57.02 which it claims with interest at eight per cent. per annum.

from Sept. 1<sup>st</sup> 1886 until paid. The Second Cause of Action Plaintiff says its second cause of action is founded upon a promissory note of which the following is a copy.

\$46<sup>00</sup> Marysville, O. Aug. 3, 1885.

On or before the first day of Sept. 1886 for value received the undersigned promise to pay to the Mc. Cornick Harvesting Machine Company or order at Bank of Marysville, Forty six Dollars with interest at six percent per annum from date until due and interest at eight percent per annum after maturity until paid without relief from valuation or imprisonment laws and with ten percent attorneys fees. Presentment for payment and protest waived. C. Mulvaine.

There was due and remaining unpaid on said promissory note from the defendant to the plaintiff on the 1<sup>st</sup> day of September 1886 the sum of \$46<sup>00</sup> which plaintiff claims with interest from Sept. 1<sup>st</sup> 1886 at 8% per annum until paid. Plaintiff therefore prays judgment for the sum of \$100 with interest from Sept. 1<sup>st</sup> 1886 at rate of eight percent per annum until paid. Robinson and Piper, Attorneys for Plaintiff. State of Ohio.

Henry County, ss L. Piper being duly sworn according to law says she is one of the attorneys for plaintiff in the above entitled case, that the plaintiff is a non-resident of the said County of Union and is now absent therefrom and that the facts stated and allegations in the foregoing petition are as affiant believes true. L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this first day of October A. D. 1887. John L. Burgner, Clerk.

Principle No. 5401 To Clerk, I do summons upon the petition in the above case directed to the sheriff of said Union County for the defendant returnable according to law. Endorse. Amount claimed \$100 with interest at rate of 8% per annum from Sept. 1<sup>st</sup> 1886 until paid. Robinson and Piper, Attys for Plaintiff.

Whereas, on the 1<sup>st</sup> day of October A. D. 1887, 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 Union Greeting: Union County, ss: } We command you to notify Cornelius Mulvaine that he has been sued by The Mc. Cornick Harvesting Machine Company in the Court of Common Pleas of Union County, and that unless he answers by the 29<sup>th</sup> day of Oct. A. D. 1887 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 10<sup>th</sup> day of Oct. A. D. 1887. Witness my hand and the seal of said Court, this 1<sup>st</sup> day of October A. D. 1887. [Seal]

John L. Burgner, Clerk.

Endorsed: In action for money only, Amount claimed \$100. with int. at the rate of 8% per annum from Sept. 1<sup>st</sup>, 1886, until paid.

Robinson and Piper, Plaintiffs Attys.

Said Writ returned and filed Oct. 10<sup>th</sup> A. D. 1887. endorsed as follows, to wit:

sheriff return

No. 5401

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Petition.

No. 454

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Cornelius being in de of the petit defendant Harvesting bars \$100 recover of the bars \$100 its costs

Plea Pleas, beg within a Judicial year of our fore to wit in Bogero Bank of O Ag B. Green Claim at Richavood and defendants. A. D. 1886. Note, of the Note and made a promissory Note thereof, an sum of the rate of 1887. Defendant with Jarte

The State of Ohio, Union County, ss. Received this Writ Oct. 1<sup>st</sup> A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 3<sup>rd</sup> day of Oct. A.D. 1887, I served the same by handing a certified copy of this writ with the endorsements thereon to the within named defendant Cornelius Mulwaine. Service 30 Mileage 1.60 copy 20 Total 2.10 M. Hopkins, Sher.

Afterward, on the 2<sup>nd</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry: *vs* Money Only.  
 Cornelius Mulwaine }  
 being in default for answer and demurrer, the Court find that the allegations of the petition are by confession to be true and the Court further finds that the defendant Cornelius Mulwaine is indebted to the plaintiff the Mc Cormick Harvesting Machine Company in the sum of one hundred nine and <sup>38</sup>/<sub>100</sub> Dollars (\$109 <sup>38</sup>/<sub>100</sub>). It is therefore considered by the Court that the said plaintiff recover of the said defendant the said sum of one hundred nine and <sup>38</sup>/<sub>100</sub> Dollars (\$109 <sup>38</sup>/<sub>100</sub>) with interest from Nov. 1<sup>st</sup> 1887, at eight per cent per annum and its costs herein expended taxed at \$

Attest. John I. Bungeur, Clerk.  
 By Nellie Roney, Deputy.

Plas before the Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore to wit, on the 1<sup>st</sup> day of Nov. A.D. 1887, the following Petition and Answer in Bogerovit was filed with the Clerk of said Court, to wit:

Petition. No. 454  
 Bank of Richwood, Plaintiff, }  
 Against } The State of Ohio, Union County ss.  
 B. Green and Enoch A. Bell, Defendants. } In the Court of Common Pleas

Plaintiffs are a company of persons formed for and doing business at Richwood in the State of Ohio, under the name & style of Bank of Richwood and are engaged in the business of private banking that the Defendants, B. Green and Enoch A. Bell, on or about the 2<sup>nd</sup> day of November, A.D. 1886, 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 Two hundred and Fifty Dollars and Cents, with Interest at the rate of 8 per centum per annum, from the 28<sup>th</sup> day of January, A.D. 1887. Wherefore, the said Plaintiffs ask Judgment against the said Defendants for the sum of Two hundred and Fifty Dollars and Cents, with Interest thereon at the rate of 8 per centum per annum, from the

28<sup>th</sup> day of January, A.D. 1887 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 17<sup>th</sup> day of November A.D. 1887.

John L. Brugger, Clerk of Courts, Union Co. O.  
Exhibit A.

250. On Jan'y 28<sup>th</sup> 1887 after date, for value received, we jointly and severally promise to pay the Bank of Richwood, at their office, Two hundred & fifty Dollars, with interest at the rate of 8 per cent per annum, on all unpaid principal and interest, after due until paid; interest to be computed every year, with 5 per cent attorney fee, if collected.

And we or either of us, do hereby authorize and empower any attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us, or either of us, in any of said Courts at any time after the above note becomes due, and confess judgment thereon, against us, or either of us, in favor of the payee or endorser hereof, for the sum due on said note, with all 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 Attorneys hereby authorized to enter such release in said judgment.

Witness our Hands and Seals this 2<sup>d</sup> day of Nov. 1886. B. Green, Seal.  
P. O. Address Pharisburg, Essex A. Bell, Seal.  
Endorsed. B. Green \$250. Jan'y 28-87

Bank of Richwood, Plaintiff. }  
Against } The State of Ohio, Union County, ss.  
B. Green and Essex A. Bell, Defendants. } In the Court of Common Pleas.

By virtue of the Warrant of Attorney attached to the foregoing Petition, J. W. Robinson an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said Defendants, at the suit of Bank of Richwood, Plaintiffs, against said B. Green & Essex A. Bell, Defendants, and waive the issuing and service of process therein, and confess a judgment in favor of the said Bank of Richwood against said B. Green and Essex A. Bell for the sum of Two hundred & Sixty Five - Dollars and eighty Nine Cents, Damages, being the amount appearing due for Principal and Interest on said Promissory Note, and also for Costs of Suit, and I do hereby Release all Errors, and Waive all Right of Appeal.

J. W. Robinson, Defendants' Attorney.  
Bank of Richwood vs B. Green and Essex A. Bell

Answer  
Cl. 5754

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This day came the Plaintiffs by J. Gardner Attorney, and thereupon came J. W. Robinson one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, arrived the issuing and service of process, and untired appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiffs as is alleged in said Plaintiffs petition, the sum of \$265.<sup>52</sup> It is therefore considered that said Plaintiffs do recover of said Defendants the said sum of \$265.<sup>52</sup> 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. Buzner, Clerk.  
By Willie Honey, Deputy.

Place before His Honor, John A. Price, Judge of a Court of Common Pleas begun and held at the Court House, in the Town of Marietta, within and for the County of Marion of the Third Subdivision of the Seventh 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 seven Hereinafter, to-wit, on the 19 day of Jul. A.D. 1887 the following Petition was filed with the Clerk of said Court to-wit:

Alitia Bailey, Plaintiff, } State of Ohio, Marion County, ss.  
against } Court of Common Pleas.  
William Bailey, Defendant. } Petition.

Alitia Bailey, the plaintiff, says that she has been a resident of the state of Ohio for more than one year last past and is now a bona fide resident of Marion County in said state. That on the 16<sup>th</sup> day of June 1882 she was united in marriage to the defendant William Bailey, at La Rue in Marion County, Ohio. That ever since said marriage she has conducted herself towards him as a faithful and dutiful wife: but that the defendant, disregarding his marital duties, has been guilty of gross neglect of duty, in this that for a long period, namely about 3 years he has wholly failed to provide for her any home or anything in the form of food, clothing, or money for her support, although possessed of property able to labor. Defendant was also been guilty of extreme cruelty towards plaintiff in this that in the month of October, 1884 he kicked and bruised her, struck her in eye and inflicted sundry severe wounds upon <sup>her person, and abstractly</sup> the same time he drove her from home, locked her out of the house and has ever since prevented her from returning to their home. And since the month of October 1884 he has repeatedly and constantly sent to her through the mails letters and postal cards falsely charging her with larceny & adultery, and heaping upon her abuse too foul and loathsome to be repeated. Plaintiff further says that no children have been born of said marriage. That defendant is the owner in fee simple of the following tract of land situated in the village of La Rue, in the county of Marion and state of Ohio, being part of Virginia Military Survey No. 9985: Begin-

Entry

No. 545

Petition

No. 5352

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...ing at a stake in the centre of the old La Rue and Essex road, which stake stands 2<sup>4</sup>/<sub>4</sub> chains S 4° W from the intersection of said road with the La Rue and Mt. Victory road: thence along the south line of a certain 1<sup>7</sup>/<sub>100</sub> acre lot S 86° E 3<sup>1</sup>/<sub>2</sub> chains to a stake at the south east corner of said lot: thence on the east line of said lot produced S 3° E 2<sup>6</sup>/<sub>2</sub> chains to a stake: thence N 86° W 4 chains to a stake in the centre of the aforesaid old La Rue and Essex road: thence along the centre thereof N 4° E 2<sup>6</sup>/<sub>2</sub> chains to the beginning, containing one acre, more or less. Said real estate is worth about \$1000. Plaintiff therefore prays that defendant may be notified of the pendency of this petition, that on final hearing she may be divorced from defendant and be allowed reasonable alimony. She further prays that she may be allowed alimony pending this suit, and that defendant may be enjoined from disposing of his said property, or in any manner interfering with the same until the final decision of this suit.

Johnston & Fisher, Attys for Plff.

State of Ohio.

Union County, ss. Alitia Bailey, being duly sworn, says that all the allegations of her foregoing petition are true, as she verily believes.

Alitia Bailey.

Sworn to before me and in my presence subscribed by Alitia Bailey this 18<sup>th</sup> day of July 1887. Levi Roseberry J.P.

The injunction is allowed as prayed for in the petition, without bond.

Caleb H. Morris, Judge.

Receipt  
No. 5352

To the Clerk, Issue summons and copy of petition, indorsing "injunction allowed", to the Sheriff of Marion County, Ohio.

Johnston & Fisher, Attys for Plaintiff.

Afterward on the 19<sup>th</sup> day of July A.D. 1887 the following summons was issued by the Clerk of said Court, to-wit:

Summons

The State of Ohio. } To the Sheriff of Marion County;  
Union County, ss. } You are commanded to notify William Bailey that Alitia Bailey has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a true copy of which is herewith delivered to you to be served on him), charging him with neglect of duty, cruelty &c. and asking that she be divorced from him, and that he be decreed alimony and alimony pendente lite 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 1<sup>st</sup> day of August A.D. 1887.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, O. this 19<sup>th</sup> day of July A.D. 1887.

Seal

John L. Burgair, Clerk.

Endorsed: Summons in Action For Divorce and Alimony  
Johnston and Fisher, Attys.

Said Writ returned, and filed July 25<sup>th</sup> A.D. 1887, endorsed as follows to-wit:

Sheriff's  
Return

The State of Ohio. } Received this writ on the 21<sup>st</sup> day of July A.D. 1887; and  
Union County, ss. } on the 23<sup>rd</sup> day of July A.D. 1887, I served the same by leaving

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ing a true copy thereof with the endorsements thereon, together with a certified copy of the petition at the usual place of residence of the within named William Bailey. Service, 30 Cof. 16 Mileage, 2.40 Return, 58 Postage, 05 Oct. 2.70 Total \$5.89  
J. B. Beckley, Sheriff. - By J. B. Rice, Deputy.

Afterward, on the 4<sup>th</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of Said Court, to wit:

Entry  
No. 5352

Mrs. Bailey } No. 5352  
vs } This day came the parties by and with their attorneys  
Wm. Bailey } And on motion of the defendant leave is granted to him to  
withdraw the answer herein filed on the 27<sup>th</sup> day of July 1887. And thereupon this cause came on to be heard upon the petition of the Plaintiff and the evidence and was argued by counsel upon consideration of which the court do find from the testimony that the Plaintiff has been a resident of Marion County, Ohio, as is now such that she has been a resident of the State of Ohio for more than a year last before filing her petition herein. That the parties were married as stated in the petition. And the court do find that the said Defendant has been guilty of extreme cruelty toward the said Plaintiff as alleged in the petition and that she is by reason thereof entitled to be divorced from him. It is therefore considered by the court that the marriage relation heretofore existing between said parties be and the same hereby is dissolved and wholly annulled and both parties are released from the obligation thereof which is so ordered by the court. And it is further ordered that said Defendant pay to the plff. as her reasonable Alimony the sum of 27<sup>50</sup> and the costs of this suit and in Default that execution issue therefor &c.

Attest, John L. Burgener, Clerk.  
By Nellie Roney, Deputy.

Pleas before His Honor John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Marion of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 24<sup>th</sup> day of Oct. in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the 1<sup>st</sup> day of Oct. A.D. 1887, the following Petition was filed with the Clerk of Said Court, to wit:

Petition No. 5402	vs	Mrs. Cornick Harvesting Machine Company, Plaintiff.	Court of Common Pleas, Marion County Ohio.
		Joseph T. Boggs Defendant.	
		Plaintiff says. It is an incorporated company duly authorized and organized under statute laws of the State of Illinois with its principal office at Chicago in said State. I first Cause of Action. That its first cause of action is founded upon a promissory note of which the following is a copy.	

\$68<sup>00</sup>      Marysville O. July 25<sup>th</sup> 1883.

On or before the first day of September 1884 for value received the undersigned promise to pay to the Mrs. Cornick Harvesting Machine

Company order at Marysville O. Sixty eight dollars with interest at six per cent per annum from date until due, and interest at eight per cent per annum after maturity until paid, without relief from valuation or appraisement laws and with ten per cent Attorneys fees.

Joseph T. Boggs

There is due the plaintiff on said promissory note from the defendant the sum of sixty eight Dollars which it claims with interest at 6% from July 25<sup>th</sup> 1883 until September 1<sup>st</sup> 1884 then 8% interest until paid. It is the cause of action. Plaintiff says its second cause of action is founded upon a promissory note of which the following is a copy.

\$67.00

Marysville O. July 25<sup>th</sup> 1883.

On or before the first day of September 1883 for value received the undersigned promise to pay to the Mrs. Cornick Harvesting Machine Company order at Marysville O. Sixty Seven Dollars with interest at six per cent per annum from date until due, and interest at eight per cent per annum after maturity until paid without relief from valuation or appraisement laws and with ten per cent Attorneys fees.

Joseph T. Boggs.

There is due the plaintiff on said promissory note from the defendant the sum of sixty seven Dollars which it claims with interest at 6% from July 25<sup>th</sup> 1883 until Sept. 1<sup>st</sup> 1885; and then 8% of interest until paid. Plaintiff therefore prays judgment for sum of one hundred and thirty five Dollars with interest on \$68 Dollars from July 25<sup>th</sup> 1883 until Sept. 1<sup>st</sup> 1884 then 8% of interest on \$67 from July 25<sup>th</sup> 1883 up to September 1<sup>st</sup> 1885 then 8% of interest until paid.

Robinsons and Piper, Attorneys for Plaintiff.

State of Ohio

Union County, ss. L. Piper being duly sworn according to law says he is one of the Attorneys for Plaintiff in the above and foregoing case, that the plaintiff is a non resident of the said county of Union and is now absent therefrom and that the facts stated & allegations in the foregoing petition of plaintiff are as he verily believes true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 1<sup>st</sup> day of October A. D. 1887.

John L. Burgour, Clerk.

Gravice

Co. 5471

To Clerk. Issue summons upon the petition in the above case directed to the Sheriff of said Union County for the defendant herein returnable according to law. Endorse Amount claimed \$135.00 with interest on \$68 from July 25<sup>th</sup> 1883 to Sept 1<sup>st</sup> 1884 at 6% per annum then 8% of interest per annum until paid and interest on \$67 from July 25<sup>th</sup> 1883 at Sept 1<sup>st</sup> 1885 at 6% per annum and then 8% of interest per annum until paid.

Robinsons and Piper, Attorneys for Plaintiff.

Afterward on the 1<sup>st</sup> day of Oct. A. D. 1887 the following Summons was issued by the Clerk of said Court to wit:

The State of Ohio } To the Sheriff of the County of Union Greeting:  
Union County, ss. } We command you to notify Joseph T. Boggs that he has been sued by The Mrs. Cornick Harvesting Machine Company in the Court of Common Pleas of Union County, and that unless he answers by the 29<sup>th</sup> day of Oct. A. D. 1887, the petition of said plaintiff against him

and in the judgment of the 10<sup>th</sup> day of October 1887. \$68.00 from July 25, 83

Said The State of Union Co. I served the summons then No. 5471 J. Boggs.

After on the fourth We Cornick as Joseph T. Boggs by its disclaimer by him to J. Boggs Machine Dollars \$135.00 recover from by nine a sum and

Plea Pleas, beg within an tenth five year of oiv to fore, to filed with Timothy vs L. J. Taylor Claim maker and claims wi

No. 5103



...in the Court'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 10<sup>th</sup> day of Oct. A.D. 1887. Witness my hand and the seal of said Court, this 4<sup>th</sup> day of October A.D. 1887. (Seal) John L. Burrows, Clerk.

Endorsed: In action for money only, suit. Debited \$155<sup>00</sup> with 6% int on \$155<sup>00</sup> from July 25<sup>th</sup> 1883 to Sept. 1<sup>st</sup> 1884. Then 80% until paid + 6% int on \$67<sup>00</sup> from July 23<sup>rd</sup> 83 to Sept. 1<sup>st</sup> 1885. Then 80% interest until paid. Robinson & Piper, Plaintiffs Atty.

Said Writ returned and filed Oct. 10<sup>th</sup> 1887, endorsed as follows, to wit: The State of Ohio: Received this Writ Oct. 1<sup>st</sup> A.D. 1887 at 2 o'clock P.M. and Sheriff's Marion County, ss. pursuant to its command, on the 3<sup>rd</sup> day of Oct. A.D. 1887. I served the same by leaving a certified copy of the same with the endorsee, to wit: at the usual place of residence of the within named Joseph J. Boggs. Clerice 30 Mileage 2.24 Copy 20 Total \$2.94 W. Hopkins, Sher.

Afterward, on the 2<sup>nd</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal, by the Clerk of said Court, to wit:

Entry. *vs* Money Only. And now comes the plaintiff Joseph J. Boggs. And the defendant being in default for answer and demurrer, the court find that the allegations of the petition are confessed by him to be true. The court further finds that the defendant Joseph J. Boggs is indebted to the plaintiff, The Mr. Bormick Harvesting Machine Company, in the sum of one hundred seventy nine and 5/100 Dollars (\$179<sup>05</sup>). It is therefore considered by the court that the said Mr. Bormick Harvesting Machine Company, the plaintiff herein recover from the said defendant the said sum of one hundred seventy nine and 5/100 Dollars (\$179<sup>05</sup>) with interest at eight per cent. per annum and his costs herein expressed taxed at \$

Attest. John L. Burrows, Clerk. By Nellie Rowley, 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 24<sup>th</sup> day of Oct. in the year of our Lord, one thousand eight hundred and eighty seven. Here to fore, to wit: on the 15<sup>th</sup> day of May, A.D. 1886, the following Petition was filed with the Clerk of said Court, to wit:

Petition. Timothy Sahay *vs* Court of Common Pleas, Marion County, Ohio. L. J. Taylor and Levi Roseberry Petition. Claimant says, There is due him from the Defendants L. J. Taylor and Levi Roseberry as Endorsed the sum of \$450<sup>00</sup> which he claims with interest at 6 per cent. from the 16<sup>th</sup> day of January 1885 on a

promissory note of which the following is a copy with all endorsements thereon -

\$450<sup>00</sup> Jackson Sp. Union Co. O. Jan 16<sup>th</sup> 1885.  
On the first day of February 1885. I promise to pay to E. L. Clark or bearer, Four Hundred & Fifty dollars value received - at 6 per cent interest, payable at Richmond Bank. Due 188

L. J. Taylor.

Indorsement "I waive Demand & Notice of non-payment."  
Levi Roseberry.

There are no credits on said note. Wherefore Plaintiff prays judgment against said Defendants in said sum of \$450<sup>00</sup> with 6 per cent interest thereon from January 16<sup>th</sup> 1885. S. S. Gardiner, Atty for Plaintiff.  
State of Ohio.

Union County, ss. S. S. Gardiner being duly sworn says that he is the duly authorized attorney of Plaintiff in above case that this action is founded on a promissory note in writing, for payment of money only which is in his possession - and that the facts and allegations in the foregoing Petition contained, are true as he verily believes. S. S. Gardiner.

Shown to and subscribed by S. S. Gardiner before me this 14<sup>th</sup> day of May 1886. Seal W. J. Kueker Notary Public.

Receipt

No. 5103

To Clark, Issue subpoenas for the Defendants to sheriff of Union Co returnable according to law. Amt. Claimed \$450<sup>00</sup> + 6% of Int. from Jan 16<sup>th</sup> 1885. Gardiner.

Afterward, on the 15<sup>th</sup> day of May 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 Union, Ohio: }  
Union County, ss. } We command you to notify L. J. Taylor and Levi Roseberry that they have been sued by Timothy Cahy in the Court of Common Pleas of Union County, and that unless they answer by the 12<sup>th</sup> day of June A. D. 1886 the petition of said Plaintiff Timothy Cahy 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 24<sup>th</sup> day of May A. D. 1886. Witness my hand and the seal of said Court, this 15<sup>th</sup> day of May A. D. 1886.

(Seal)

J. L. Bunker, Clerk.

Indorsed: Amount claimed \$450<sup>00</sup> @ 6% of int. from Jan 16<sup>th</sup> 1885.

S. S. Gardiner, Plaintiff's Atty.

Sheriff's Return

Said Writ returned and filed May 24 A. D. 1886, endorsed as follows, viz: }  
The State of Ohio, } Received this Writ May 15 A. D. 1886, at 9 o'clock A. M. and }  
Union County, ss. } pursuant to its command, on the 20 day of May A. D. 1886 }  
I served the same by handing the within named Defendants a true copy }  
of this writ with the endorsements thereon. Service 45 Mileage 3.52 Copy 40 }  
Total \$4.87 M. Hopkins, Sher. By A. H. Goodwin, Deputy.

Afterward, on the 16 day of May A. D. 1887, the following Demurrer was filed with the Clerk of said Court to wit:

Demurrer

No. 5103

Timothy Cahy }  
vs } Court of Common Pleas, Union County, Ohio. }  
L. J. Taylor and Levi Roseberry } No. 5103 Demurrer. }  
Plaintiff demurs to the answer of The de- }

pendant L. J. Taylor & Levi Roseberry

Answer with the following: L. J. Taylor & Levi Roseberry

Answer

No. 5103

L. J. Taylor & Levi Roseberry

Plaintiff's action against the Defendants is void as the note is not a promissory note.

consideration was not given for the note and the note is not a promissory note.

no action against the Defendants is possible as the note is not a promissory note.

no action against the Defendants is possible as the note is not a promissory note.

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no action against the Defendants is possible as the note is not a promissory note.

no action against the Defendants is possible as the note is not a promissory note.

Defendant L. J. Taylor and says said answer does not state facts sufficient to constitute a defense to plaintiff's action. Ayers & Hardimer, for Plff.

Afterward, on the 8 day of Nov. A. D. 1886, the following answer was filed with the Clerk of said Court, to wit:

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

answer  
No 5703

L. J. Taylor and Levi Roseberry, Defs. Answer.  
The defendant L. J. Taylor for his separate answer to the petition of said Plaintiff says: That said Plaintiff ought not to have or maintain his said action against this defendant because this defendant avers that he believes that the Plaintiff is the legal owner and holder of said note. That said note is what is now known as a Bohemian Oats note. That is to say, no consideration for it was oate at the price of ten dollars per Bushel when such oate were only worth twenty five cents per bushel. That said Levi Roseberry pretending to be an agent for one E. S. Cook by fattery and false pretenses procured from this defendant said note and the only consideration was fifty five bushel of oate which the said Levi Roseberry represented was of great value for making catenual and that the crop was scarce and that the said oate were worth ten dollars pr. bushel for such purposes. When in fact said oate was not worth any more than twenty five cents per bushel for oatmeal or any other purpose. The said Levi Roseberry well knowing that said note was without consideration and that it was procured in the manner aforesaid placed the same in the hands of said Plaintiff for the purpose of showing that it was in the hands of an innocent purchaser and to avoid a seizure being made to the same and this defendant says that said Plaintiff had the means of knowing, ought to have known and as the defendant believes and therefore charges did know all the facts in connection with the making and delivery of said note, and that the same was without consideration. This defendant also avers that said Plaintiff ought not to be considered an innocent purchaser of said note in good faith because this defendant upon his information and belief says that said Plaintiff did not purchase said note in good faith in the usual course of business before due and for a fair and reasonable consideration and that the facts in regard to said transaction between said Plaintiff and said Roseberry are within the peculiar knowledge of said Plaintiff and this defendant attaches to this answer interrogations for said Plaintiff to answer which are pertinent to the issue in this case. Wherefore this Defendant asks that he may go hence without day and recover his costs and for all proper relief. Cameron & Woodburn, Attys for Defendant  
State of Ohio.

Union County ss. L. J. Taylor being sworn says that statements to his foregoing answer are as he believes true. L. J. Taylor.  
Subscribed to before me and signed in my presence this 20 day of October A. D. 1886.  
John B. Coats, Probate Judge.

interrogations to be answered by the Plaintiff.  
Ques. 1- State the date you claim to have purchased said note.  
Ques. 2- State the amount paid for the same. Ques. 3- State what info-

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1. I am not sure as to the consideration for which said note was given. Ques. 4. Did you have any acquaintance with the said L. J. Taylor before you got said note. Ques. 5. Did you know E. C. Clark the pretended payee of said note. Ques. 6. State fully the circumstances under which you got the note giving the time, place, consideration and the agreement between you and said L. J. Taylor in regard to the payment of attorney fees in prosecuting this Defendant.

Afterward, on the 16 day of May A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. No. 5103. E. Baker vs. L. J. Taylor et al. Defendant Levi Roseberry being in default for answer and dismissing the writ and that the allegations of the Petition are confessed by him to be true - and that he is indebted to the Plaintiff as endorser on said note in the sum of \$518.<sup>00</sup> It is therefore considered by the court that the Plaintiff recover of the Debt Levi Roseberry the said sum of \$518.<sup>00</sup> and his costs herein expended.

Attest. John L. Burgener, Clerk.  
By Kellie Roney, Deputy.

Cases before the Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marietta, within and for the County of Union, of the Third Subdivision of the Sixth 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 seven. Heretofore, to-wit, on the 27 day of Oct. A. D. 1887, the following Petition & Answer in Cognovit was filed with the Clerk of said Court, to-wit:

Petition. J. M. Saunders, Plaintiff, vs. Peter S. Eddy Defendant. The State of Ohio, County, ss. In the Court of Common Pleas. Union County, Ohio. Civil Action for Money Only.

J. M. Saunders the above named Plaintiff say that there is due to him from the defendant Peter S. Eddy the Defendant, on a promissory note made by the Defendant, dated the 16<sup>th</sup> day of July A. D. 1887, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred Dollars, and cents, with interest thereon 8 per cent from the 16<sup>th</sup> day of July A. D. 1887. 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 ask judgment against said Defendant for the sum of One Hundred Dollars and cents, with interest at 8 per cent from the 16<sup>th</sup> day of July A. D. 1887. O. B. Mather: Atty for Plff. The State of Ohio.

Union County, ss. O. B. Mather the attorney of record of the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff  
C. B. Mather.

Subscribed before me, the Clerk of said Court, on the 27 day of July 1887.  
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Answer. J. M. Saunders vs. Peter S. Eddy. No. 5441. Peter S. Eddy vs. J. M. Saunders in this case in favor of the Plaintiff for the sum of amount of and also against released, a real estate in this case October 27. J. M. Saunders

Entry. Peter S. Eddy vs. J. M. Saunders their Attorney Record of the said, and in issuing an ant. Hereto that there.

Subscribed by O. B. Mather in my presence, and sworn to by him before me, this 27 day of Oct. A. D. 1887.

John L. Burgner, Clerk.

\$100<sup>00</sup> Sixty days after date for value received we jointly and severally promise to pay J. M. Saunders or bearer one hundred Dollars with interest at the rate of 8 per cent per annum, on all unpaid principal and interest, after due; 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 anytime after the above note becomes due, and confess judgment 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 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 16 day of July 1887.

In Court of Common Pleas. Union County, ss.

J. M. Saunders, Plaintiff vs Peter S. Eddy, Defendant. And now comes the above named Peter S. Eddy the above named Defendant, by the undersigned J. S. Arthur Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant, for the sum of one hundred and two Dollars and 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.

October 27<sup>th</sup> A. D. 1887 J. S. Arthur, Atty for Deft.

J. M. Saunders, Plaintiff vs Peter S. Eddy, Defendant. Entry. This day came the Plaintiff by J. S. Arthur Attorney, and thereupon came O. B. Mather 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

was given Taylor before returned under which agreement of attys of avors and the answer is dismissed as directed by the said sum more the judicial our Lord, writ, on the was filed is due to issuance of which note, A, the reason & pur that he and was Defendant interest at says for the above name ment in Plaintiff

said Plaintiff's petition, the sum of \$ 102<sup>00</sup>. It is therefore considered that said Plaintiff recover of said Defendant the said sum of \$ 102<sup>00</sup> so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney, all errors are released and all right of appeal, and all right to file a petition in error are waived.

Attest, John L. Burgamer, Clerk.  
By Valbe Roney, Deputy.

Clerk before the Honor, John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 16<sup>th</sup> day of Nov. A. D. 1887, the following Petition and Answer for Defendant was filed with the Clerk of said Court, to-wit:

The Peoples Bank, Plaintiff,

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

Kinget Harriman and Jonathan Bell, vs. Petition.

Civil Action for Money Due.

The Peoples Bank the above named Plaintiff says that there is due to it from Kinget Harriman, Principal and Jonathan Bell as surety Defendants, on a promissory note made by the Defendants, and payable to said Peoples Bank, or order, dated the 11<sup>th</sup> day of August A. D. 1886, which note with the warrant of attorney thereto annexed, is hereto attached, the sum of Four hundred & twenty five Dollars and eighty seven Cents with interest thereon at eight per cent from the 11<sup>th</sup> day of August A. D. 1886. The Plaintiff further say that it is the legal owner and holder of said note, that the same is due and unpaid. Whereupon, the Plaintiff asks judgment against said Defendants for the sum of Four hundred & sixty eight Dollars and eighty three cents, with interest at the rate of eight per cent from the 16<sup>th</sup> day of November A. D. 1887. Brodrick & M<sup>r</sup>: Campbell, Attys for Plaintiff

The State of Ohio, Union County, ss. Jas. S. M<sup>r</sup>: Campbell, one of the attorneys, duly authorized, of the above named Plaintiff, being duly sworn, says that he believes the statements in the foregoing Petition to be true. He further says that the said Plaintiff brings its action on a written instrument for the payment of money only, which said instrument is attached to the foregoing Petition, and now in Plaintiff's possession. Jas. S. M<sup>r</sup>: Campbell.

Subscribed by Jas. S. M<sup>r</sup>: Campbell in my presence, and sworn to by him before me, this 15<sup>th</sup> day of November A. D. 1887. John L. Burgamer, Clerk.

\$ 425<sup>87</sup>

Marysville, Ohio, Aug. 11<sup>th</sup> 1886.

Six months after date, as principal debtors, we jointly and severally promise to pay to The Peoples' Bank, or order, at Marysville, Ohio, Four Hundred & Seventy Five & 83/100 Dollars, for value received with 8 pr. cent from date. And we hereby dispense with the demand of payment of this note, and authorize any attorney at law to appear for us, or either of us, at any time after the same shall

Petition.

No. 5451

Answer.

No. 5451

Entry.

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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 11<sup>th</sup> Day of Aug. 1886.

Winget Harriman, Dealt Jonathan Bell, surety only.  
The Peoples Bank, Plaintiff. } In Court of Common Pleas }  
} Union County, ss

Answer:

Winget Harriman and Jonathan Bell, surety, Deft's Defendants Answer.  
And now come Winget Harriman principal, and Jonathan Bell, surety, the above named Defendants, by the undersigned L. Piper Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs petition, and against the above named Defendant, for the sum of Four hundred and sixty eight Dollars and eighty three Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

November 15<sup>th</sup> A. D. 1887. L. Piper, Atty. for Deft.  
The Peoples Bank, Plaintiff. } Entry.

Entry.

Winget Harriman and Jonathan Bell, Defts. This day came the Plaintiff by Brodrick & M<sup>rs</sup>. Campbell 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 Defendants hereth, 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 \$468.<sup>83</sup>/<sub>100</sub>. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of \$468.<sup>83</sup>/<sub>100</sub> 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. Burgauer Clerk.  
By Nellie Roney, Deputy.

Case before His Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand, eight hundred and eighty seven. Verdict: to wit; on the

8 day of Feb. A.D. 1887. the following Petition was filed with the clerk of said Court, to-wit:

Petition. No. 5870	Morgan Savage and Adam W. Robinson Plffs. vs Lester Oliver Nancy H. Oliver Anthony M. Rankins Lucretia Rankins, Coeline M. Rankins, Horatio M. P. Dole Adelaide E. Dole, Steven W. R. Carpenter. Defendants.	To the Court of Common Pleas of Union County, Ohio. Petition.
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The plaintiffs say First Cause That on the 26<sup>th</sup> day of January A.D. 1884. the defendant Lester Oliver made and delivered to plaintiff his promissory note of that date and thereby promised to pay to plaintiff or order the sum of one Thousand Dollars on or before February 1<sup>st</sup> 1887. with interest at 6% from date until due and 8% after due payable annually. The following indorsements appear upon said note to-wit. March 28<sup>th</sup> 1885 - paid on within note \$60.80 - Feb 15. 1886 paid interest on within note in full to Feb 1<sup>st</sup> 1886. Paid six hundred dollars (\$600.00) Aug. 1 1887 (by H. M. Rankins)

There are no other credits or indorsements on said note and there is now due to the plaintiffs thereon the sum of Four hundred and forty two and 78<sup>cs</sup> Dollars with interest at 8% payable annually from Aug. 1-1887. for which plaintiffs are entitled to judgment. A copy of which note is hereto attached marked "A."

For a Second Cause of Action the plaintiffs say That on the 26<sup>th</sup> day of January A.D. 1884 the defendant Lester Oliver made and delivered to plaintiffs his promissory note of that date and thereby promised to pay to the order of plaintiffs the sum of one Thousand Dollars on or before February 1<sup>st</sup> 1888. with 6% int from date until due and 8% int. after due payable annually. The following indorsements appear upon said note to-wit. March 28. 1885. paid on within note \$60.80 int. to Feb 1. 1885. Feb 15-1886 fact. paid on within note in full to Feb 1<sup>st</sup> 1886. There are no other payments or credits on said note. There is due to plaintiffs thereon as interest the sum of sixty Dollars with 8 per cent interest on same from Feb 1. 1887. for which plaintiffs are entitled to judgment. A copy of which note is hereto attached marked "B."

For a Third Cause of Action plaintiffs say. That on the 26<sup>th</sup> day of January A.D. 1884 the defendant Lester Oliver executed and delivered to plaintiffs his promissory note of that date and thereby promised to pay to plaintiffs or order the sum of One Thousand dollars on or before Feb 1<sup>st</sup> 1889. with interest at 6% from date until due and 8% after due payable annually. The following indorsements appear upon said note, viz; March 28. 1885 - paid on within note \$60.80 int. to Feb 1-1885 - Feb 15. 1886. paid interest in full on within note to February. 1<sup>st</sup> 1886. There are no other payments or credits on said note. There is now due plaintiffs thereon as interest the sum of sixty Dollars and 8 per cent interest on same from February 1<sup>st</sup> 1887. For which plaintiff is entitled to judgment. A copy of which note is hereto attached marked "C."

For a Fourth Cause of Action the plaintiffs say. That on the 26<sup>th</sup> day of January A.D. 1884 the defendant Lester Oliver made and delivered to plaintiffs his promissory note of that date and thereby promised to pay to plaintiffs or order the sum of One Thousand dollars with interest from date at 6% until due and 8 per cent after due payable annually. which note was due and payable February 1<sup>st</sup> 1890. The following are the only indorsements or payments on said note to-wit. March 18 1885 - paid on within note \$60.80 interest to Feb 1<sup>st</sup>

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1885 - July 15<sup>th</sup> 1886 paid interest in full to Feb 1<sup>st</sup> 1886. There is due plain-  
tiffs as interest on said note the sum of Sixty Dollars with 8 per cent interest  
from February 1<sup>st</sup> 1887 for which plaintiffs are entitled to judgment.

For a Fifth Cause of action. The plaintiffs say that at the time of delivering  
said notes and to secure the payment of the same the defendant Lester Oliver  
with his wife Nancy H. Oliver joining duly executed and delivered to plain-  
tiffs his mortgage deed conveying the following premises to wit: Situate in  
the county of Marion and State of Ohio and in the Village of Magaric Springs -  
Beginning at a stake N. 13° W. 82 feet from the North west corner of Block D. in  
said Village. Thence N. 13° W. 105 feet to a stake. Thence N. 77° W. 120 feet to a  
stake. Thence S. 13° E. 105 feet to a stake Thence S. 77° E. 120 feet to the be-  
ginning containing Forty dis. poles. The condition of said mortgage was  
such that if said notes and interest was paid when due then said mort-  
gage was to be void, otherwise in full force. On the 29<sup>th</sup> day of January  
A. D. 1884 at 11 o'clock A. M. said mortgage was duly left for record at the  
recorders office of Marion County Ohio, and was duly recorded in Volume  
19 page 283 of his records. Plaintiffs say that the defendants Anthony  
W. Hankins, Lucretia Hankins, Eveline W. Hankins, Horatio W. P. Dole,  
Adelaide C. Dole, Steven W. R. Carpenter claim some estate and interest  
in said premises and they are required to answer and set up any es-  
tate or interest they or either of them have. The plaintiffs pray for  
judgment against said Lester Oliver for the sum of Four hundred  
and forty two and  $\frac{4}{100}$  Dollars with interest at 8% payable annually  
from August 1-1887 as in their first cause of action alleged and for the fur-  
ther sum of One hundred and eighty dollars with interest at 8 per cent  
payable annually from February 1-1887 as in their first second and third  
causes of action alleged - and that if the same be not paid in a short day  
to be named then that said mortgage may be foreclosed and said prem-  
ises ordered sold to pay said judgment - and for all such further or-  
ders, and decrees as may be equitable and just and that at the principal  
of the notes not due the Court may make such order as the nature of the  
case and equity may require.

Samuel and Woodburn, Attys for plaintiff

State of Ohio:  
Marion County ss.

being duly sworn deposes and says that the  
facts stated and allegations made in the foregoing petition are true as he  
believes and that he is one of the plaintiffs in the foregoing case.

Morgan Savage.

Sworn to before me and signed in my presence this 8 day of Septem-  
ber 1887. L. B. Burkhill, Justice of the Peace.

Copy of Note "A"

\$1000<sup>00</sup>

Marionville O. Jan 26<sup>th</sup> 1884

On or before February 1<sup>st</sup> 1887 after date I promise to pay to the order of  
A. W. Robinson and Morgan Savage One Thousand Dollars at 6% int.  
from date until due and 8% after due payable annually. Value received.  
Lester Oliver

Indorsed March 28/85 - Paid \$60.80 Feb 15/86 Paid int in full  
to Feb 1-1886 Paid \$600. Aug. 2/87 (by A. W. Hankins  
Copy of Note "B"

(over)

9 1000<sup>00</sup>

Marysville O. Jan'y 26, 1884.

On or before Feb'y 1<sup>st</sup> 1888 after date I promise to pay to the order of A. W. Robinson and Morgan Savage One Thousand Dollars at 6% int. from date until due and 8% int. after due payable annually. Value received  
Lester Oliver

Indorsed: March 28/85 Paid \$60.80 Feb'y 15/86. Paid interest in full to Feb'y 1-1886.

Copy of note B

9 1000<sup>00</sup>

Marysville, O. January 26<sup>th</sup> 1884.

On or before Feb'y 1 1889 after date I promise to pay to the order of A. W. Robinson and Morgan Savage One Thousand Dollars at 6% int. from date until due and 8% of int. after due payable annually. Value received  
Lester Oliver.

Indorsed: March 28/85 Paid \$60.80 Feb'y 15/86. Paid int. in full to Feb'y 1/86

Copy of note D.

9 1000<sup>00</sup>

Marysville O. Jan'y 26, 1884.

On or before Feb'y 1<sup>st</sup> 1890 after date I promise to pay to the order of A. W. Robinson and Morgan Savage One Thousand Dollars at 6% int. from date until due and 8% of int. after due payable annually. Value received  
Lester Oliver.

Indorsed: March 28/85 Paid \$60.80 Feb'y 15/86. Paid int. in full to Feb'y 1/86

Receipt

Clerk: Issue a summons for the Defendant. Indorse amount of judgment claim for \$622.80 with interest from Feb'y 1-1886 at 8% for foreclosure of mortgage and equitable relief.

Cameron & Woodburn, Attys for Plaintiff.

Afterward, on the 8<sup>th</sup> day of September A. D. 1887, 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 Union Creating:  
Union County, ss: We command you to notify Lester Oliver, Maricy H. Oliver, Anthony M. Hankins, Lucretia Hankins, Emeline M. Hankins, Floratio M. P. Dole, Adelaide E. Dole and Steven V. R. Carpenter that they have been sued by Morgan Savage and Adam W. Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 8<sup>th</sup> day of October A. D. 1887 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 19<sup>th</sup> day of September A. D. 1887. Witness my hand and the seal of said Court this 8<sup>th</sup> day of September A. D. 1887.

[Seal]

John L. Burgerer, Clerk.

Endorsed: In action for foreclosure of mortgage and equitable relief Amount of judgment claim for \$622.80 with 8% int. from Feb'y 1<sup>st</sup> 1886.  
Cameron and Woodburn, Plaintiffs Attys.

Sheriff's Return.

Said Writ returned and filed Oct. 3<sup>rd</sup> A. D. 1887, endorsed as follows viz:  
The State of Ohio, }  
Union County, ss: Received this Writ Sept. 8<sup>th</sup> A. D. 1887, at 2 o'clock P. M. and pursuant to its command, on the 17<sup>th</sup> day of Sept. A. D. 1887, I served the same by handing a true copy of this writ with the endorsements thereon to the

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within named defendants Let. Oliver Anthony M. Hawkins, Horatio W. P. Dole Adelaide E. Dole and by leaving a true copy with the endorsements thereon at the usual place of residence of the within named Nancy H. Oliver, Lucretia Hawkins and Emeline M. Hawkins. The within named defendant S. W. R. Carpenter not found in any county. Service 1.20 Mileage 3.20 Copy 1.60 Total 6.00 M. Hopkins, Cler.

Afterward on the 24 day of Oct. A.D. 1887. the following Entry was made on the Journal by the Clerk of said Court to wit:

Entry  
 No. 5370  
 vs  
 Entry  
 No. 5370

Morgan Savage et al. }  
 vs }  
 Lester Oliver et als }

This cause came on for hearing on the petition and the evidence the court being fully advised in the premises finds that all the defendants have been duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and that the defendant Lester Oliver executed to the plaintiffs the four several notes as set forth in the petition - that one of said notes was past due when the petition was filed and that interest on the other three notes was due when the petition was filed as in said petition stated and that all of said notes and interest are unpaid. The Court further find that there is due to the plaintiffs from the defendant Lester Oliver on said note which is over due and interest on notes not due with interest to the first day of this term the sum of six hundred and ninety nine  $\frac{1}{100}$  Dollars (\$699.08). The court further find that in order to secure to plaintiffs the payment of said several notes the defendant Lester Oliver and Nancy H. Oliver his wife executed and delivered to said plaintiffs their certain mortgage as in the petition described and on the premises therein described - that said mortgage was duly recorded in Book 19-Page 283 of the records of mortgages of Marion County and is a good and valid lien on the premises described in the petition and that the conditions of said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendant Lester Oliver the said sum of six hundred and ninety nine  $\frac{1}{100}$  Dollars \$699.08 and their costs herein expended and it is further adjudged and decreed that unless the defendant Lester Oliver shall within three days from the entry of this decree pay or cause to be paid to the clerk of this Court the costs of this case and to the plaintiffs herein the sum so found due as aforesaid with interest from the 24<sup>th</sup> day of October 1887 the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue thereof to the Sheriff of Marion 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. Burginer, Clerk.  
By Nellie Roney, Deputy.

Please before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the South 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 seven Heretofore, to wit, on the 15 day of Oct. A. D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

Robinson Curry & Co. Plaintiffs

vs

Frank P. Mc Donald, Frank A. Carl Defendants

Petition

No. 427

The plaintiffs Robinson Curry & Co. say they are firm doing business in Ohio according to law therein made and provided. For their first cause of action say there is due the plaintiff from the defendant Frank P. Mc Donald the sum of One hundred and Ninety 2/10 dollars which they claim, with interest from October 5th 1887 on an account, a copy of which, with all the credits is hereto attached, and marked Exhibit "A" and made a part of this proceeding. Second Cause of action, The account in the first cause of action described, accrued for labor and materials furnished by plaintiff in said Frank P. Mc Donalds order, and to himself in erecting and repairing which houses and out buildings between the 2nd day of August 1887 and the 6th day of June 1887, on certain premises of said Frank P. Mc Donald described as follows - Situated in the Township of Union County of Union and State of Ohio, and known as the Frank P. Mc Donald premises. Beginning at a stone in the Easterly line of said survey No. 5127 and the center of Bridgeport and Milford Center Travel Road. Thence with the center of said road N. 70 1/2° W. 41 1/2 poles to a stone. Thence West 21 1/4° E. 43 poles to Henry Locust on the South Bank of Big Darby Creek. Thence down the creek with the meanderings thereof at low water mark, on the southerly side to an ash tree lower corner on said creek to said survey No. 5127. Thence with the line of said survey No. 5127 S 56° W. 81 1/2 poles to beginning containing 23 acres & 180 poles, Being part of tract containing 70 acres surveyed by W. W. Woods to Samuel Buffington Feb. 26-1877. Said account accrued on the 6th day of June 1887, and on the 5th day of October 1887, plaintiff filed with the recorder of this County, under the statute provided for obtaining mechanics liens an affidavit containing an itemized account of the amount and value of such material furnished, with all credits and offsets, with a statement of the amounts, and times when the same should have been paid, which said lien is recorded in book Page of said recorders office. No part of said indebtedness has been paid. The defendants Frank A. Carl claim some interest in said premises, but plaintiff claims same to be subordinate to his lien, and asks that they be compelled to set the same up, or be forever cut off. Plaintiff therefore asks judgment against said Frank P. Mc Donald in said sum of One hundred and Ninety 2/10 with six per cent interest from October 1st 1887, and that in default of payment thereof, said premises be sold and the proceeds applied to the payment of said debt, and for such other relief as is just.

State of Ohio. Union County, ss

Cameron & Woodburn, Attys for Pltff.

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and allegations stated in the foregoing petition are true as he verily believes.

W. L. Curry

Sworn to before me & signed in my presence this 15<sup>th</sup> day of October 1887  
 [Seal] John L. Burgner, Clerk.

Clerk, Issue Summons in the above case returnable according to law - Endorse Amount \$109.27 with interest from Oct. 1<sup>st</sup> 1887 and foreclose on Mechanics Lien. Cameron & Woodburn.

Marysville O. Oct. 1<sup>st</sup> 1887.

(2) Mr. Frank P. McDonald In account with Robinson Curry & Co Lumber Dealers.

Aug. 6. 1886	6,000 X Shingles	2.75	13.75	Mar 1 <sup>st</sup> 1887	230 ft lath	2.75	6.37
"	600 ft Bor Bds	1.60	9.60	"	6 dash 12x16	.50	3.00
"	592 culls	1.25	6.61	Mar 9. 1887	2250 X Shingles	2.75	6.19
"	128 ft 1/2" 3" 1/2	.75	.96	"	1190 2x4-18-132 ft	1.80	2.77
"	58 2x4-10-40 ft	1.50	.60	"	380 ft culls	1.40	6.32
"	157 3 floor	2.25	3.53	March 9. 1887	64 ft 1/2" 3" 1/2	1.80	1.15
"	4.5 2x6-10-40 2.3	1.80	.72	"	2 P 2x4-10-7	1.60	.11
"	8. 2x6-12-96	1.80	1.73	"	22 ft culls	1.50	3.3
"	55 ft 4 floor	2.50	1.10	"	77 ft Barn Bds	2.00	1.54
Feb 9, 1887	1202 1/2" siding	2.00	24.04	"	154 " 2 " "	1.80	2.77
"	18 3/4 2x4-20-240	1.70		"	132 ft 3-4	1.30	1.82
"	58 2x4-10-387	1.25	12.85	"	50 ft window sips	.50	.35
"	244 ft culls	1.40	3.42	"	50 lath		.14
Mar 9 <sup>th</sup> 1887	3750 X Shingles	2.75	11.31	"	600 1/2" siding	2.00	12.10
"	752 ft B Bds	1.86	13.54	March 11. 1887	1123 2x4-18-132 ft	1.80	2.37
"	70 ft Rim	2.00	1.80	"	1 1/2 2x4-12 8	1.80	.14
"	96 ft 1/2" 3" 1/2	1.00	.96	"	2 Trusses 5 height	.50	1.00
"	2 P 2x6-10-20 ft	1.86	3.62	Jan 6 1887	1008 ft B. Bds	2.00	20.16
"	250 ft culls	1.50	3.84	"	320 1/2" 3" 1/2	.50	1.60
					Jan to October 12-1887		6.80

(Total) \$180.97

Dec 31 <sup>st</sup> 1886	By Cash	\$20.00
Feb 11 1887	By Error	1.70
Jun 1 <sup>st</sup> 1887	By Cash	50.00
		\$71.70

Balance due \$109.27

Summons Afterward, on the 15<sup>th</sup> day of Oct. 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 Frank P. McDonald and Frank S. Pearl that they have been sued by Robinson Curry & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 12<sup>th</sup> day of Nov. A. D. 1887 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 24<sup>th</sup> day of Oct. A. D. 1887. Witness my hand and the Seal of said Court this 15<sup>th</sup> day of Oct. A. D. 1887. [Seal] J. L. Burgner, Clerk.

Endorsed. In action for foreclosure on Mechanics lien.  
Kameron + Woodburn, Plaintiffs Attys.

Said writ returned and filed Oct. 24 A.D. 1887. endorsed as follows, to-wit:

Sherriff's Return

The State of Ohio,  
Marion County, ss.

No. 5424

Received this writ Oct. 15<sup>th</sup> A.D. 1887. at 2 o'clock P.M. and pursuant to its command, on the 22<sup>nd</sup> day of Oct. A.D. 1887. I served the same by handing a certified copy of this writ with the endorsements therein to the within named defendant Frank P. Mc Donald and by leaving a certified copy of the same at the usual place of residence of the within named defendant Frank S. Carl, Service & Mileage 96 Cops 40 Total \$1.81  
Marion Hopkins, Sher.

Afterward on the 24<sup>th</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

Robinson Currey & Co.

No. 5424

vs  
Frank Mc Donald et al. This day came the parties and the defendant Frank P. Mc Donald and Frank S. Carl being in default for demurrer or answer to the plaintiffs petition. This cause was submitted to the Court upon the petition and evidence on consideration whereof the Court being fully advised is the premises find that there is due to the said plaintiffs from the defendant Frank Mc Donald on account of the material furnished and labor performed as set forth in the petition the sum of one hundred and nine <sup>77</sup>/<sub>100</sub> Dollars and that the same is a lien on the premises described in the petition by reason of the Mechanics lien therein described and that said plaintiffs are entitled to have the said lien enforced, and that the plaintiff is a firm doing business in Ohio as in said petition stated. It is therefore considered that the plaintiff Robinson Currey & Co. recover from the said defendant Frank Mc Donald the said sum of One hundred and nine <sup>77</sup>/<sub>100</sub> dollars with interest from October 1-1887 making amount principal and interest of \$110.<sup>77</sup> together with his costs herein expended. And that unless the said judgement is paid within five days from the date of this entry hereof then a order may issue to the Sheriff of Marion County Ohio commanding him to sell said premises as upon execution and of his proceedings in the premises to make due return to this court. And as to all questions of priority of liens and as to the rights of the other defendants to this suit the cause is passed.

Attest. John L. Burgerer, Clerk.  
By Nellie Roney, Deputy.

Cases before the Honor John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Marion of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord one thousand eight hundred and eighty seven. Hereofore, to-wit, on the 31<sup>st</sup> day of Dec. A.D. 1885, the following Petition was filed with the Clerk of said Court

Petition  
No. 4994

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Petition.

No. 4994

Timothy Tahy, plaintiff,  
Against

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

Delilah Price and Simpson Price, defendants. Petition.

The plaintiff, Timothy Tahy complains of the said defendants, Delilah Price and Simpson Price for that the said defendants on the 21<sup>st</sup> day of December A.D. 1881, executed and delivered to plaintiff their certain promissory note calling for the sum of five hundred Dollars (\$500<sup>00</sup>), due in five years from date, with interest at eight per cent per annum, until paid, interest to be paid semi-annually in advance. Plaintiff says that he is still the owner and holder of said promissory note; that the said defendants paid the interest thereon until 21<sup>st</sup> December, A.D. 1884, and no other or further sums thereon, and that there is now due thereon the sum of Sixty Dollars (\$60<sup>00</sup>) with interest on \$20<sup>00</sup> from Dec. 21<sup>st</sup> 1884, and on \$20.00 from June 21, 1885, and on \$20.00, from Dec. 21<sup>st</sup> A.D. 1885; and that there will become due on said promissory note the sum of \$20<sup>00</sup> June 21<sup>st</sup> 1886, and the principal sum \$500<sup>00</sup> will become due December 21<sup>st</sup> A.D. 1886. — A true copy of which promissory note with all the indorsements thereon is hereto attached marked "Exhibit A", and made a part of this petition. Plaintiff further says that in order to secure the payment of said promissory note and the interest to become due upon the same the said defendants Delilah Price and Simpson Price executed and delivered to plaintiff their certain mortgage deed of the following real estate situated in the County of Union and State of Ohio, and in the Township of Jackson, and known as Part of Virginia Military Lands and in Surveys No. 9922 & 9942, Beginning at a stone in the road South west corner to Sanders land; thence S. 12<sup>o</sup> E. 107 1/2 poles to a stake; thence N. 78<sup>o</sup> E. 66 7/10 poles to a stone; thence W. 12<sup>o</sup> N. 07 1/2 poles to a stone in the road; thence with the line of said Sanders land sixty six 9/10 poles to the place of beginning, — containing 45 acres of land, Which mortgage had a condition thereunder written by which it was provided that whereas the said Delilah Price and Simpson Price have executed and delivered to the said Timothy Tahy their certain promissory note of even date herewith for the payment of the sum of five hundred Dollars five years after date with interest at eight per cent per annum until paid to be paid semi-annually in advance. Now if the said Delilah Price and Simpson Price, their heirs, assigns, executors or administrators shall well and truly pay the aforesaid note and interest according to the tenor thereof, to the said Timothy Tahy, his heirs and assigns, then the above deed shall be void; otherwise the same shall remain in full force and virtue in law. That said mortgage deed was on the 26<sup>th</sup> day of December A.D. 1881, filed for record with the Recorder of Union County Ohio, at the hour of eight o'clock A.M. and was by him entered of record on the 30<sup>th</sup> day of December, A.D. 1881, in Volume 18 Page 267 of the Records of Mortgages of said County, and is the first and best lien on said premises. Plaintiff further says that the said defendants have failed and neglected to pay the interest on said promissory note according to the terms of the same and that by reason thereof the conditions of said mortgage have been broken and that by reason thereof he is entitled to have the same foreclosed. Wherefore plaintiff prays that an account may be taken of the amount due him upon said promissory

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note, and that the said defendants be required to pay the same within a day to be named by the Court, and that in default of such payment then that said real estate may be appraised, advertised and sold, and the proceeds applied to the payment of plaintiffs claim, and that in case, and proceeds be insufficient to pay the same in full, then that execution may be awarded him for the balance and for such other and further relief in the premises as may be just and proper.

By Scofield & Carbons, Attys for plff.

The State of Ohio,

Union County, ss. Will E. Scofield being duly sworn says that he is one of the attorneys of the above named plaintiff. Timothy Fahy, duly authorized in the premises, that said plaintiff is a non resident of Union County and now absent therefrom, and that the facts stated and allegations contained in the foregoing 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 30<sup>th</sup> day of December, A. D. 1885. Fees: 40¢ due.

Shal

George B. Scofield, U.P. Marion County, Ohio.

Graceful

To the Clerk: Please issue summons upon the foregoing petition to Sheriff Union County, Ohio returnable according to law. Indorse:

No. 4977

Amount claimed \$60<sup>00</sup> with int. on \$20 from Dec. 21, 1884, and on \$20<sup>00</sup> from June 21, 1885, and on \$20<sup>00</sup> from Dec. 21, 1885, and sale of mortgaged premises.

Marion, O. Dec. 30, 1885.

Scofield and Carbons; Attys for plff.

Exhibit A

\$ 500<sup>00</sup> 5 years after date, for value received, we jointly and severally promise to pay Timothy Fahy or Order Five Hundred Dollars with interest at 8 per cent per annum from until paid interest to be paid semi-annually in advance. 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 accrue in the rendition of such judgment. And we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution, any personal or real property belonging to us, or either of us, at and after the date of such judgment; and our said attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals this 21<sup>st</sup> day of December A. D. 1881

Delilah Price  
Simpson Price.

Afterward on the 31<sup>st</sup> day of December, 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 Delilah Price and Simpson Price that they have been sued by Timothy Fahy in the Court of Common Pleas of Union County, and that unless they answer by the 30 day of January A. D. 1886, the petition of said plaintiff Timothy Fahy against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered

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id accordingly. You will make due return of this summons on the 11<sup>th</sup> day of January A.D. 1886. Witness my hand and the seal of said Court, this 31<sup>st</sup> day of December A.D. 1885.

L. L. Burgher, Clerk.  
By D. R. Burgher, Deputy.

Endorsed: In action for sale of mortgaged premises. And claimed \$60<sup>00</sup> with int. on \$20<sup>00</sup> from Dec. 21<sup>st</sup> 1884, and on \$20<sup>00</sup> from June 21<sup>st</sup> 1885, and on \$20<sup>00</sup> from Dec. 21<sup>st</sup> 1885. Scofield & Barberson, Plaintiffs Attys.

Said Writ returned and filed Jan'y 8<sup>th</sup> A.D. 1886, endorsed as follows, to wit:

The State of Ohio.  
Sheriff's Return Union County, ss. Received this Writ Dec 31<sup>st</sup> A.D. 1885, at 3 o'clock P.M., and pursuant to its command, on the 6<sup>th</sup> day of Jan'y A.D. 1886, I served the same by handing the within named defendants Delilah Price and Simpson Price a true copy of this summons with the endorsement thereon. Service 45 Milesage 3.36 Copy 40 Total \$4.21 M. Hopkins, Sheriff.  
By A. H. Goodwin, Deputy.

Afterward, on the 11<sup>th</sup> day of March A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. Timothy Tahy Civil Action - (Foreclosure)  
against Delilah Price and Simpson Price  
This day this cause came on to be heard upon the petition of the plaintiff (the said defendant Delilah Price and Simpson Price being in default for answer or demurrer) and the evidence, and was argued by counsel; on consideration whereof, and being duly advised in the premises, the Court do find that there is due from the said defendants Delilah Price and Simpson Price to the said plaintiff, upon the promissory note mentioned and referred to in plaintiff's petition, the sum of \$62<sup>00</sup> together with interest thereon at the rate of eight per cent. per annum from this date, payable semi-annually. And the Court do further find that said promissory note is not yet due, but that a further sum of \$20<sup>00</sup> interest will become due thereon, June 21<sup>st</sup>, 1886, and the principal sum of \$500<sup>00</sup> will become due December 21<sup>st</sup>, 1886. And the Court do further find that in order to secure the payment of said promissory note and of the interest to become due upon the same the said defendants Delilah Price and Simpson Price executed and delivered to the said plaintiff, Timothy Tahy, their 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 26<sup>th</sup> day of December, A.D. 1881, and by him duly sworn entered of record in Records of mortgages of said County Vol. 18 P. 267: that said mortgage is the first and best lien on said premises and that the condition of said mortgage has been broken, and that by reason thereof the defendants equity of redemption in said premises ought to be foreclosed. It is therefore considered, adjudged and decreed by the Court that unless the said defendants Delilah Price and Simpson Price within four days from this date pay or cause to be paid to the Clerk of this Court the costs in this case and to the said plaintiff the amount hereinafore found due him an order or orders issue to the sheriff of Union County, Ohio, commanding him to appraise, advertise and sell the premises

... described in the petition as upon execution, and that he bring the proceeds of such sale into this court to abide its further order thereon. Wherefore it is ordered that this cause stand continued to the next term of this court.

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:

Entry. Timothy Tahy, Plff. vs Delilah Price et al. Defts. No. 4994

Entry. This day, upon his own motion, William Harrison made a defendant in this case, and filed his answer and cross-petition.

Afterward, on the 19 day of Jul. A.D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:

Answer Timothy Tahy, Plaintiff Against Delilah Price and Simpson Price, Defendants.

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

William Harrison now comes and by leave of the Court is made a party defendant in this case, and enters his appearance in the same, and by way of answer and cross-petition to the plaintiffs petition says. That he has a lien on said real estate described in the plaintiffs petition, arising as follows. That he on the 4 day of May 1886 obtained a judgment against said Simpson Price and Delilah Price before J. M. Hall, Justice of the Peace in Jackson Township in said county of Union for the sum of fifty three and 7/8 Dollars Debt, and three and 7/8 Dollars costs of suit. That said judgment is still in full force and effect, and no payment whatever has been made thereon. That said judgment, was further appealed and stayed by said defendants or either of them, and more than ten (10) days have elapsed since the date of said judgment. That the said William Harrison on the 25 day of June 1886 filed in the office of the Clerk of the Court of Common Pleas in said county of Union a certified transcript of said judgment, and caused said claim to be entered by said Clerk on the Execution Docket, together with the amount of the judgment, and the time of filing said transcript &c. according to the statute in said case made and provided.

Said judgment is therefore a lien on said real estate, described in plaintiffs petition. The said Harrison therefore prays that in default of the payment of said judgment by said defendants, within a short day to be named by the court, that said real estate may be appraised, advertised, and sold, and the proceeds applied to the payment of the claim of this answering defendant according to its just priority, and that execution may be awarded for the balance in this court, and that this defendant may have such other and further relief in the premises as in justice he is entitled to.

Porter & Porter, Attys for Harrison

E. W. Porter being duly sworn makes oath that he is one of the attorneys for the said William Harrison in this case duly authorized. That said William Harrison is a non-resident of said county of Union, and now absent therefrom. And affiant believes the facts stated in the foregoing pleading to be true.

Sworn to by E. W. Porter before me, and signed by him in my presence.

once this 19<sup>th</sup> Deal

after on the 19<sup>th</sup> Timothy vs Delilah Price upon the a Price and and was a use do find upon the ver and 4 7/8 Dollars find that by said W of the Court ed upon judgment and set for 1886 said Delilah October 27 amount of a fore said said Just mandating in plaintiffs ends of su

Pleas, beg within an Judicial D our Lord, o on the 24<sup>th</sup> movit was L. A. Wood

Petition. G. H. Conk No. 5431 L.A. from G.H. made by

on the 19 day of July A.D. 1886 -  
(Deal)

J. L. Burgner, Clerk.

afterward, on the 27 day of Oct. A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Timothy Pakey

No. 4994

Entry

Delilah Price, Simpson Price & others } This day this cause came on to be heard upon the answer and cross petition of William Harriman, the said Delilah Price and Simpson Price being in default for answer, reply or demurrer, and was argued by counsel and the court being fully advised in the premises do find, that there is due from said Delilah Price and Simpson Price upon the Judgment before said Justice of the Peace as set forth in said answer and cross petition of said William Harriman the sum of fifty three & 25/100 Dollars, with interest thereon from the 4<sup>th</sup> day of May 1886 and the Court find that a transcript of said Judgment and proceedings was duly filed by said William Harriman on the 25 day of June 1886 in the Clerk's office of the Court of Common Pleas of said County of Union, and was duly entered upon the execution docket of said court according to law, and that said Judgment including the costs is a lien upon the real estate described, and set forth in plaintiff's petition from and after said 25<sup>th</sup> day of June 1886. It is therefore ordered and adjudged by the court that unless said Delilah Price and Simpson Price within three days from this date (October 27-1887) pay or cause to be paid to the Clerk of this Court, the amount of said Judgment with the interest thereon, so found due as aforesaid, together with the costs in this cause made herein and before said Justice of the Peace, an order issue to the sheriff of this county commanding him to appraise, advertise, and sell said Premises described in plaintiff's petition, as upon execution, and that he bring the proceeds of such sale into court to abide the further order therein.

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 South 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 seven. Heretofore, to-wit: on the 24 day of October, A.D. 1887, the following Petition and Answer in Cognovit was filed with the Clerk of said Court, to-wit:

L. A. Wood, Plaintiff.

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

Petition

vs  
J. H. Conklyn, J. M. M. Swain, Defendants.  
Civil Action for Money Only.

No. 431

L. A. Wood the above named Plaintiff says that there is due to him from J. H. Conklyn and J. M. M. Swain Defendants, on a promissory note made by the Defendants, above named dated the 25<sup>th</sup> day of March A.D. 1886

which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Ninety One and 7/100 Dollars with interest thereon at eight per cent. from the 28<sup>th</sup> day of March A.D. 1887. 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 Defendants for the sum of One Hundred and Ninety One Dollars and seventy nine cents with interest at eight per cent. per annum from the Twenty eighth day of March A.D. 1887.

Brodrick & Mc Campbell, Attys for Plffs.

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 statement in the foregoing Petition to be true. He further says that this action is founded on a written contract for the payment of money, which instrument is now in affiant's possession. John M. Brodrick.

Subscribed by John M. Brodrick in my presence, and sworn to by him before me, this 24<sup>th</sup> day of October A. D. 1887.

[Seal]

John D. Burgher, Clerk of Court.

\$ 262<sup>98</sup>

Willard, Ohio, Meh. 23-1886.

Six months after date, as principal debtors, we jointly and severally promise to pay to the order of L. A. Wood Two hundred & sixty two - 98/100 Dollars, for value received, with six per cent. int. from date.

And we hereby dispense with demand of payment of this Note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the state of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this note for the amount of said Note, with eight per cent. interest, payable annually after the same shall become due, together with costs of suits, and release all errors and waive all right of Appeal in this behalf.

Witness our hands and seals, this 23<sup>rd</sup> day of March, 1886.

Endorsed:

Received on the within note eighty six <sup>29</sup>/<sub>100</sub> Dollars, Meh 28<sup>th</sup> 1887.

J. H. Bonklyn [Seal]

J. M. Mc Elvain [Seal]

Jur. Court of Common Pleas

Union County, ss.

J. H. Bonklyn and J. M. Mc Elvain, Defendants. Defendants Answer.

And now come J. H. Bonklyn and J. M. Mc Elvain the above named Defendants, by the undersigned their Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendants, for the sum of Two hundred Dollars and Fifty seven cents the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and 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 24<sup>th</sup> A. D. 1887

L. Piper, Atty for Def't.

Answer

No. 5491

Entry

No. 5431

L. A. Wood

vs

J. H. Bonklyn

and J. M. Mc Elvain

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Petition

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J.H. Conklyn and J. W. Mc. Slavin  
vs  
M<sup>rs</sup> Campbell. his Attorneys, and thereupon came S. Piper one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiff's petition, the sum of \$200<sup>00</sup>. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of \$200<sup>00</sup> 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. Burgeon, Clerk.  
By Kellie Roney, Deputy.

Petition.  
No. 5360

Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio on the 24 day of October, in the year of our Lord one thousand eight hundred and eighty seven. Heretofore, to wit, on the 18 day of Aug. A. D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

David Boyd, Plaintiff, vs  
John W. Staats, Defendant. In the Court of Common Pleas of Union County, Ohio.  
Civil Action Petition.

The plaintiff David Boyd says that on or about October 29, 1884 N. H. Walker and defendant J. W. Staats and that plaintiff made executed and delivered to James Leester Cashier of the Bellefontaine National Bank a promissory note in the words and figures following

\$ 800<sup>00</sup> Bellefontaine Ohio, Oct. 29, 1884.

Five months after date we or either of us promise to pay James Leester (Cashier) or order eight hundred dollars at the Bellefontaine National Bank for value received with interest at eight per cent per annum after maturity. N. H. Walker, J. W. Staats, David Boyd.

That said N. H. Walker was the principal maker of said note, and said defendant J. W. Staats and the plaintiff David Boyd were sureties on said note: That said N. H. Walker paid on said note June 1-1885 One hundred dollars and November 17<sup>th</sup> 1885 Five hundred and sixty dollars and sixty four cents: That since November 1885 said Walker has been & is entirely insolvent & has not since November 1885 been the owner of any property subject to execution or from which said balance due & unpaid on said note or any part thereof could or can be made. That the balance due on said note to July 9 1886 was \$ 242<sup>12</sup>/<sub>100</sub> Dollars of which sum this plaintiff then paid \$ 121<sup>06</sup>/<sub>100</sub> Dollars and since then on or about July 1<sup>st</sup> 1887

said the sum due of said note to the full satisfaction of the payee & holder thereof James Leister Cashier of said Bank: that said payments were all made at the times stated to said James Leister Cashier of said Bank: that in July 1887 the plaintiff notified said defendant Staats that he said plaintiff had paid said note as aforesaid and requested said Staats to refund to the plaintiff one half said sum of \$242.<sup>00</sup>/<sub>100</sub> with interest since July 9, 1886 at 8 per cent thereon, and the plaintiff by his attorney has since notified said Staats of said payments & requested him to pay plaintiff as aforesaid but said Staats then & ever since refused & still refuses to pay plaintiff said sum so due from him to plaintiff of any part thereof: that said defendant well knew ever since in July 1887 that plaintiff had paid said note as aforesaid. Wherefore plaintiff prays judgment against said defendant Staats for said sum of \$121.<sup>00</sup>/<sub>100</sub> with interest at 8 per cent per annum since July 9<sup>th</sup> 1886 and for costs. William Lawrence, Attorney for Plaintiff.

The State of Missouri }  
County of Jackson ss }

Know all men by these presents that the above signed plaintiff David Boyd being duly sworn on oath says he believes the facts stated in the foregoing petition to be true. David Boyd.

Witness my hand & by said David Boyd before me a Notary Public in & for said county & State & by him subscribed in my presence this 8<sup>th</sup> day of August A.D. 1887. Francis W. Berry, Notary Public in & for said county & State.

To the Clerk of said Court; Issue summons to Sheriff of said County returnable according to law - Amount claimed for which judgment will be asked is \$121.<sup>00</sup>/<sub>100</sub> Dollars with interest at 8 per cent per annum since July 9, 1886.

William Lawrence, Attorney for said Boyd.

Afterward on the 18<sup>th</sup> day of August 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 John W. Staats that he has been sued by David Boyd in the Court of Common Pleas of Union County, and that unless he answers by the 17<sup>th</sup> day of September A.D. 1887, 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 29<sup>th</sup> day of August A.D. 1887. Witness my hand and the seal of said Court this 18<sup>th</sup> day of August A.D. 1887. John L. Burgess, Clerk.

Endorsed: Amount claimed for which judgment will be asked is \$121.<sup>00</sup>/<sub>100</sub> with interest at 8% per annum since July 9<sup>th</sup> 1886.

Wm Lawrence, Plaintiff's Att'y.

Sheriff's Return.

The State of Ohio }  
Union County, ss }

Received this Writ Aug. 18 A.D. 1887 at 2 o'clock P.M. and pursuant to its command, on the 23<sup>rd</sup> day of Aug. A.D. 1887 I served

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the same by leaving a true copy of this summons with the endorsements  
thereon at the usual place of residence of the within named John W. Staats,  
Service 50 Mileage 1.92 Copy 20 Total \$242  
M. Hopkins, Sheriff Union Co. O.

afterward, on the 25 day of Oct. A. D. 1887, the following Entry was made  
in the Journal by the Clerk of said Court, to wit:  
Entry. David Boyd, Plaintiff. In the Court of Common Pleas of  
against John W. Staats, Defendant. Union County, Ohio.  
No. 5260 Lawrence his Attorneys, and thereupon the Defendant still failing  
to answer or demur is adjudged to be in default, and this cause being  
submitted to the Court, and the Court being fully advised in the  
premises, upon consideration thereof, find there is due from said De-  
fendant to said Plaintiff as is alleged in said Petition the sum of  
\$130.40. It is thereupon considered that said Plaintiff do recover of  
said Defendant the sum of \$130.40 so as aforesaid found due, togeth-  
er with his costs in this behalf, taxed at #

Attest. John L. Bingham, 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 seven.

Heretofore, to wit on the 5 day of Feb. A. D. 1887, the following Petition  
was filed with the Clerk of said Court, to wit:

Petition Joseph P. Robbins, Plaintiff. Court of Common Pleas,  
Against Robert M. Troy and S. S. M. Troy, Defendant. Union County, Ohio.

No. 5257 The plaintiff says: That this action is founded upon a promissory  
note, for the unconditional payment of money only, of which the follow-  
ing is a copy, to wit:

York Center O. June 15<sup>th</sup> 1885.  
Sixteen months after date I agree to pay P. Huddell, or bearer One  
hundred and fifty Dollars at 6% after September 1<sup>st</sup> 1885.  
Value received. Robert M. Troy, S. S. M. Troy.

There are no credits on said note. That the Plaintiff has  
purchased said note long before it became due to wit June 15<sup>th</sup> 1886  
and is now the legal owner and holder thereof, and is entitled to collect  
the same. And there is due to the plaintiff from the defendants on said  
note the sum of One hundred and fifty dollars with interest at six per  
cent after the first day of September 1885, until paid. Plaintiff there-  
fore asks judgment against the defendant, for said sum of \$150.00, to-  
gether with interest at six per cent, from the first day of September  
A. D. 1885, and for such other and further relief as the equities of the case

may require Porter & Porter, Attorneys for Plaintiff.  
 Joseph P. Robbins being sworn, in like oath, that the facts stated  
 in the foregoing petition are true as he believes. J.P. Robbins.  
 Sworn to by Joseph P. Robbins before me, and signed by him in  
 my presence this 5<sup>th</sup> day of February A.D. 1887.  
 Deal! J.L. Burgner, Clerk

Præcipe No. 5253 To the Clerk: I am a summons in the above entitled case against  
 the defendants, returnable according to law. Indorse "Am't claimed \$150<sup>00</sup>  
 together with interest at six per cent. from the 1<sup>st</sup> day of September 1885."  
 Porter & Porter, Attys for Plaintiff.

Afterward, on the 5<sup>th</sup> 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, Ohio:  
 We command you to notify Robert M. Elroy and S. S. M. Elroy that  
 they have been sued by Joseph P. Robbins in the Court of Common Pleas  
 of Union County, and that unless they answer by the 3<sup>rd</sup> day of March  
 A.D. 1887, the petition of said Plaintiff against them filed in the Clerk's Of-  
 fice of said Court, such petition will be taken as true, and judgment en-  
 tered accordingly. You will make due return of this summons on the 14<sup>th</sup>  
 day of Feb. A.D. 1887. Witness my hand and the seal of said Court, this 5<sup>th</sup>  
 day of Feb. A.D. 1887.  
 Deal! J.L. Burgner, Clerk.

Endorsed: Amount claimed \$150<sup>00</sup> with 6% int. from Sept 1<sup>st</sup> 1885.  
 Porter & Porter, Plaintiffs Attys.

Sherriff's Return Said Writ returned and filed Feb. 14-1887, enclosed as follows to wit:  
 The State of Ohio.  
 Union County, ss: Received this Writ Feb 5<sup>th</sup> A.D. 1887, at 2 o'clock P.M. and  
 pursuant to its command, on the 14 day of Feb. A.D. 1887, 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 Robert M. Elroy and  
 by handing a true copy with the endorsements thereon, to the within named  
 defendant S.S. M. Elroy. Service 45 Mileage 2.40 Copy 40 Total \$3.25  
 M. Hopkins Sheriff.

Afterward, on the 31<sup>st</sup> day of March, A.D. 1887, the following answer was  
 filed with the Clerk of said Court, to wit:

Answer No. 5255 Joseph P. Robbins, Plaintiff, } In the Court of Common  
 Against } Pleas of Union County, Ohio.  
 Robert M. Elroy and S.S. M. Elroy Defendants } Answer.

Now come the above named Defendants and for answer to plaintiff's  
 petition herein filed say: I. First Defense: That on or about the 15<sup>th</sup> day  
 of June 1885, one P. Huddle, the payee of the note set forth in said petition,  
 represented to said defendants that he would sell said defendants 10 bush-  
 els of Seneca Chief wheat at the price of Fifteen dollars per bushel and after  
 a crop had been raised therefrom said Huddle would sell for said defendants  
 out of said crop so raised 20 bushels of said Seneca Chief Wheat at said price

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Reply No. 5255



Fifteen dollars per bushel, said Seneca Chief Wheat so sold said defendants was worth not to exceed one dollar per bushel. Said defendants solely relying upon said representations and agreements of said Huddle took said ten bushels of wheat and sowed the same during the spring of 1886 and raised a crop therefrom and held the same in readiness for said P. Huddle to comply with, and fulfill his said agreement, but said P. Huddle nor any one for him ever came to comply with said agreement to sell said twenty bushels of said wheat for said defendants, but wholly neglected and refused to comply with his said agreement. Defendants say that they would not have purchased said wheat at any price except for the above named agreement and representations of said Huddle and said representations and agreement was the only consideration for said note, except the said ten bushels of wheat which were not worth more than ten Dollars. Defendants say that at the time said plaintiff purchased said note as alleged in his said petition he had full knowledge of all of said facts hereinbefore set forth, and knew of the agreement made with said defendants by said Huddle. A copy of the agreement made by said Huddle with said defendants is hereto attached marked Exhibit "A".

II. Second Defense: Defendants further answering say that said note so set forth in plaintiffs said petition is null and void under the gaming laws of this state by virtue of the facts set forth in the first defense herein. Defendants therefore ask that they be allowed to go hence without day and recover of said plaintiff their costs herein expended. Brodrick & Mr. Campbell, Attorneys for Defendants.

The State of Ohio,  
County of Marion, ss. S. S. Mc Troy, one of the above named defendants being sworn makes oath that the facts stated in the foregoing petition are as affiant believes true. S. S. Mc Troy.

Inworn to by said S. S. Mc Troy, before me and signed by him in my presence this 31<sup>st</sup> day of March A. D. 1887.

J. D. Burquer, Clerk.

Exhibit "A"

Incorporated under the Laws of the State of Ohio.

The Farmers' National Grain and Seed Company.

York Township, Marion County, State of Ohio. June 15<sup>th</sup> 1885.

Do hereby agree to sell 20 Bushels of Seneca Chief wheat for Mr. Robert Mc Troy and Sterling Mc Troy at Fifteen Dollars per Bushel less 25 per cent. Commission, on or before the 15<sup>th</sup> day of September 1886.  
P. Huddle, Supt.

Afterward, on the 20<sup>th</sup> day of May A. D. 1887, the following Reply was filed with the Clerk of said Court, to-wit:

Reply.  
Joseph P. Robbins, Plaintiff.  
Against  
Robert Mc Troy and S. S. Mc Troy, Defendants.  
The plaintiff replies to the answer of defendants, and denies that at the time he purchased said note he had any knowledge of the representations or agreements between said defendants and said Huddle. And plaintiff denies that at the time he purchased said note he had any

Mo. 5-255

Court of Common Pleas,  
Marion County, Ohio.

knowledge of the facts, or any of the facts set forth in defendants said answer, or that he had any knowledge for what said note was given by defendants to said Huddle, and he never had any knowledge of the facts set up in defendants answer. And he avers that said note was executed by defendants to said Huddle, upon a good and full consideration, and he avers that he purchased said note before due, for a fair value in the usual course of trade, and without any knowledge that defendants had any defence against said note, and therefore prays Judgment as he has already prayed in his petition &c.

Peter & Peter, Attys for Plff.

Joseph P. Robbins, the plaintiff, being sworn, makes oath, that the facts stated in the foregoing reply are true as he believes.

Joseph P. Robbins.

Done to by Joseph P. Robbins before me, and signed by him in my presence this 20<sup>th</sup> day of May A.D. 1887.

J. L. Burgner, Clerk of Courts. [Seal]

Afterward, on the 20<sup>th</sup> day of Oct. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court to wit:

Entry.

No. 5255

Joseph Robbins vs. Robert M. Ebooy & Chas. M. Ebooy. This day this cause came on to be heard upon the petition of plaintiff, the answer of defendants and the reply of plaintiff, and the defendants not desiring or asking leave to amend their answer, the Court being fully advised in the premises do find that the plaintiff is entitled to Judgment, against the defendants, upon the pleading in the cause, and for the amount claimed by plaintiff in his petition. It is therefore considered and adjudged that the plaintiff recover of said defendants, the sum of one hundred and Sixty nine & 4/5 as plaintiff hath claimed in his petition and also his costs herein taxed at dollars, to which decision and Judgment the defendants except.

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

Place before His Honor, John A. Pries, Judge of a Court of 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<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Herebefore, to wit, on the 22<sup>nd</sup> day of March A.D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

Petition

No. 5285

P. L. Lightner, Plaintiff. vs. H. D. Lightner, Executor of the last will of Rachel Shaffer Deceased. The Plaintiff says the Defendant is the duly appointed and qualified Executor of the last will of said Rachel Shaffer Deceased late of said County of Union and that the said Rachel Shaffer was at her death, about the 13<sup>th</sup> day of Jan 1886, indebted to the

Plaintiff in and Child interest or presented and prob marked, refused to as an ino just and \$ 502.93 an is indebted on note an the said a acct. preser

The Feb. 20 18 July 2<sup>nd</sup> 78 May 27 18 " " " July 25 Oct. 4 Sep. 3 18 Sep. 10 18 Sep. 30

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Plaintiff in the sum of \$502.93 - for various articles of acct. & for work & labor and building material, performed for & furnished to her - including interest on same - That on the 15<sup>th</sup> of March 1887 - he the Plaintiff, presented to said Executor for allowance, his said acct. duly itemized and probated according to law - a true copy of which is hereto attached, marked, A. and made a part hereof - That thereupon the said Executor refused to allow the same or any part thereof, but wholly rejected the same as ~~an~~ invalid claim against said estate. The Plaintiff says said acct. is just and true, and that there is now due thereon the said sum of \$502.93 with interest since Feb. 10<sup>th</sup> 1887 - and further Plaintiff says he is indebted to said defendant, as executor of said estate, the sum of \$478.01, on note given at executors sale of personal property and that he desires the said amt deducted from the amt. to be found due him on his said acct. presented as aforesaid to said Executor.

Exhibit A.

The Estate of Rachel Shaffer Deceased, in account with P. T. Lightner

Feb. 20 1881	To Balance on groceries & meats	\$ 10.98
July 2 <sup>nd</sup> 1880	" Building house & materials	\$ 633.22
May 27 1882	" Sale	\$ 5.25
" " "	" work on garden fence	4.00
July 25 "	" work & material for porch	6.25
Oct. 4 "	" furnishing painter & painting house	25.81
Dec. 3 1883	" Bloughter house for a stable	60.00
Dec. 10 1885	" work on yard fence & 6 posts	3.00
Dec. 30 "	" materials & work on privy	7.50
	Total Debits	\$755.01 { \$755.01 }

Credits on above accts as follows -

Feb. 20. 1880	By Cash for Powell (on timber)	\$ 60.00
Apr. 25 "	" " in hand	\$100.00
May 25. "	" tending plasterers	\$ 14.00
Apr. 1 1882	13 months house rent	\$104.00
Oct. "	" Cash	\$ 25.81
Dec. 1884	26 bushels corn	\$ 12.85
----- 1885 -	40 shocks fodder	\$ 2.00
	1 cord wood	\$ 1.00
	Total Credits	\$ 345.08 \$345.08

Balance \$409.93

To interest on \$310.50 years \$93.00

Total amt due \$502.93

State of Ohio, Union County, ss.

Before me a Notary Public in and for said County came P. T. Lightner, who being sworn according to law deposes and says the foregoing is a just and true account against the Estate of Rachel Shaffer deceased and that the same is due and that there are no offsets existing against the same to his knowledge that there have been no other payments made thereon than mentioned therein and the said estate is justly indebted to him said sum of \$502.93 P. T. Lightner.

Sworn to before me and subscribed in my presence by said P. T. Lightner this 10 day of Feb 1887. P. R. Kerr, Notary Public.

seal

Where, on the Plaintiff prays Judgment against said Defendant, for the sum of \$455.13 with interest from Feb. 10 1887 -  
P. R. Kerr, Atty for Plaintiff.

State of Ohio,  
Union County, ss. P. T. Lightner being sworn says the allegations in the foregoing petition are true as he verily believes. P. T. Lightner.

I sworn to before me and subscribed in my presence this 21<sup>st</sup> day of March 1887. O. B. Mather, Notary Public [Seal]

Procipe. The clerk will issue summons to sheriff of Union County and endorse thereon amt claimed \$455.13 P. R. Kerr, Atty for Plff.

No. 5285

Afterward, on the 22<sup>nd</sup> day of April 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:

Summons

We command you to notify H. D. Lightner Executor of the last will of Rachel Shaffer deceased that he has been sued by P. T. Lightner in the Court of Common Pleas of Union County, and that unless he answers by the 23<sup>rd</sup> day of April A. D. 1887 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 4<sup>th</sup> day of April A. D. 1887. Witness my hand and the seal of said Court, this 22<sup>nd</sup> day of April A. D. 1887.

[Seal]

J. D. Burgher, Clerk.

Endorsed: Amount Claimed \$455.13

P. R. Kerr, Plaintiffs' Atty.

Said Writ returned and filed April 4<sup>th</sup> A. D. 1887, endorsed as follows viz:

Sherriff's Return

The State of Ohio,

Union County, ss.

Received this Writ Mch. 22 A. D. 1887, at 2 o'clock P. M. and pursuant to its command, on the 24<sup>th</sup> day of Mch. A. D. 1887, I served the same by handing a true copy of this writ with the endorsement thereon to the within named defendant H. D. Lightner. Service, 30 Mileage 2.56 Copy 20 Total \$3.06 M. Hopkins, Sheriff.

Afterward, on the 16<sup>th</sup> day of May A. D. 1887, the following Motion was filed with the clerk of said Court, to wit:

P. T. Lightner, Plaintiff.

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

Motion

vs  
H. D. Lightner, Ex'r &c, Defendant.

Motion.

And now comes the defendant and moves the Court to strike from the Petition of Plaintiff all that part beginning with the words "The plaintiff further says the personal property & proceeds thereof of said decedent" and ending with the words "122 rods to the place of beginning containing 4 acres" for the same is immaterial & irrelevant. J. B. Eulton, Atty for Deft.

Afterward, on the 24<sup>th</sup> day of May A. D. 1887, the following Entry was made on the Journal by the clerk of said Court, to wit:

P. T. Lightner vs H. D. Lightner, Ex'r,

Entry

No. 5285

Answer

No. 5285

Entry

This entry and is being fully and truly answered in

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P. T. Lightner vs H. D. Lightner

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H. D. Lightner attorneys

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Entry

No. 5285

This day this cause came on to be heard upon the motion of the defendant and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that said motion is well taken and therefore sustains the same, and leave was given to defendant to answer in 10 days.

Answer

No. 5285

Afterward, on the 26 day of Oct. A.D. 1887, the following answer was filed with the Clerk of said Court, to-wit:

P. J. Lightner, Plaintiff,

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

vs  
H. D. Lightner, ex. Defendant,

Answer.

And now comes the defendant and for answer herein says: 1st. That it is not true that the plaintiff presented to this defendant, the account attached to his petition for allowance, and the same was rejected by this defendant. This defendant says that when said account was presented he asked time to see the other heirs before allowing or rejecting said account, but he says that before he had seen the heirs the plaintiff brought this action, and that said account had not been by him rejected at the time this action was commenced. For a second defense the said defendant says that he denies that there is due to said plaintiff from the said estate of said Rachel Schaffer on the said account marked "A" the sum of Five Hundred and Two + 2/3 Dollars or any sum in excess of the sum of Two Hundred and Seventy five Dollars which amount this defendant is willing to accept as a valid claim against the estate of said Rachel Schaffer deceased. Having fully answered this defendant asks to be hence dismissed with his costs.

J. B. Truitt, for Deft.

The State of Ohio,

Union County, ss.

H. D. Lightner being first duly sworn according to law says the facts stated and allegations of the foregoing answer are true as he believes.

H. D. Lightner

Sworn to before me and subscribed in my presence by the said H. D. Lightner this 26<sup>th</sup> day of October 1887.

{Seal}

John L. Burquer, Clerk.

Entry

Afterward, on the 2 day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

P. J. Lightner, Plaintiff,

vs  
H. D. Lightner, Ex'r &c. Defendant,

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a Jury, to-wit: Marshal Morris, Moses Smediker, Charles O. Bishop, John M. Longbrake, W. E. Sigley, Matthew Lingrell, Robert Galloway, B. A. Snowden Isaac Rogge, E. J. Evans, Ed. Mackay, L. G. Conrad, who being duly empaneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors, retired to their room to deliberate upon

their verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following.

To-wit: P. T. Lightner, Plaintiff. vs H. D. Lightner, Adm'r &c. Defendant. The State of Ohio, Union County, Court of Common Pleas of said County, October Term, Nov. 1<sup>st</sup> 1887. Civil Action. Verdict for Plaintiff.

Entry. No. 2283

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 \$ 451.<sup>00</sup>/<sub>100</sub> four hundred fifty one <sup>00</sup>/<sub>100</sub> Dollars. Mathew Lingrel, Foreman.

Afterward, on the 23<sup>rd</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

P. T. Lightner vs H. D. Lightner. No. 2283. This day this cause came on to be heard upon motion of the Plaintiff for judgment on the verdict rendered by the jury in this case was argued by counsel and the Court being fully advised in the premises. It is ordered and adjudged by the Court that the Plaintiff recover of the Debt the sum of four hundred & fifty one & <sup>00</sup>/<sub>100</sub> dollars and his costs herein expended taxed at \$

Entry. No. 5285

Attest. John L. Burquer, 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 Eleventh Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 16<sup>th</sup> day of April A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Elizabeth Delinger, Plaintiff, vs Charles Delinger, Defendant. Court of Common Pleas, Union County, Ohio. Petition.

Petition. No. 5302

The plaintiff says she is the owner in fee simple of and entitled to the immediate possession of the following described premises situate in the County of Marion Ohio as hereinafter described. Her said estate is a legal estate in said land as the sole heir at law of Magdalena Ell (afterwards Magdalena Hubman), who was the widow of John Adam Ell died who died without child or lineal heirs seized by purchase of the said land described as follows: part of survey No. 4067 - Beginning at two hickories south east corner of John Dasher land thence with his line S. 77 W. 60 poles & 6 links to a stake thence N. 10 W. 53 poles to a maple & two white oak saplings in the North line of said Dasher land thence with said line N. 77 E. 60 poles & 6 links to an ash and Elm N.E. corner to said Dasher land thence with his line S. 10 E. 53 poles to the beginning containing 20 acres more or less. The defendant paid rent on said land until Nov. 1872 to Magdalena Hubman of foresaid

and has w of said pres Plaintiff o since the sa of the val Plaintiff a for the delir hundred + 1883. The State of Marion Co does + say tion. are the favor

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summons

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After made on t Elizabeth vs Charles

and has ever since then unlawfully kept the plaintiff out of the possession of said premises. 2<sup>nd</sup> The defendant whilst he unlawfully kept the plaintiff out of the possession of said premises, as above stated & ever since the said Nov. 3<sup>rd</sup> 1872 hath received the rents & profits of said premises of the value of forty dollars per year, and refuses to account for or pay the plaintiff any part of said rents or profits. The plaintiff asks judgment for the delivery of the possession of said premises to her & also for the sum of one hundred & fifty dollars on account of rents & profits aforesaid since April 16, 1883. Robinson & Piper, Attys for Plff.

The State of Ohio,  
 Marion County, ss. Elizabeth Delinger plaintiff being duly sworn deposes & says she is the plaintiff & believes the allegations of the foregoing petition are true.  
 Elizabeth Delinger,  
 sworn to before me & signed in my presence this 16<sup>th</sup> of April 1887.  
 J. L. Burgher, Clerk.

Præcipe No. 5302 To the Clerk of Court, Issue summons & endorse. Petition to recover possession of land & \$150 for rent. Robinson & Piper, Attys for plff.

Afterward, on the 16<sup>th</sup> day of April A.D. 1887, 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 Union greeting:  
 We command you to notify Charles Delinger that he has been sued by Elizabeth Delinger in the Court of Common Pleas of Union County, and that unless he answer by the 14<sup>th</sup> day of May A.D. 1887 the petition of said plaintiff Elizabeth Delinger 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 25<sup>th</sup> day of April A.D. 1887. Witness my hand and the seal of said Court, this 16<sup>th</sup> day of April A.D. 1887.  
 John L. Burgher, Clerk.

Endorsed: In action for possession of land & \$150<sup>00</sup> for rent.  
 Robinson & Piper, Plaintiff's Attys.  
 Said Writ returned and filed April 23<sup>rd</sup> A.D. 1887, endorsed as follows to-wit:

The State of Ohio,  
 Marion County, ss. Received this Writ April 16<sup>th</sup> A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 20<sup>th</sup> day of April A.D. 1887, I served the same by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of the within named defendant Charles Delinger. Service 30 Mileage 64 Copy 20 Total \$1.14  
 Marion Hopkins, Sheriff.

Afterward, on the 14<sup>th</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
 Elizabeth Delinger } No. 5302  
 vs } This day came on this cause to be heard whereupon  
 Charles Delinger } the defendant Charles Delinger, whose in possession,

not claiming more than one undivided fourth of said 20 acres of land in the petition described and it appearing that the plaintiff by the conveyances from Mrs Barbara Bruck, Mrs Margareta Emmett, Mrs Magdalena Boeshaw Sebastian Ell and John Adam Ell is the owner of the undivided five sevenths of the remaining three fourths & the other two sevenths of said remaining three fourths belong to the heirs of Frederick Ell died & the heirs of Barbara Selinger died. Therefore it is considered and adjudged by the Court by the consent of the parties that said defendant hold the five acres conveyed to him by the heirs of George Stupman & the plaintiff recover her five sevenths of the said remaining three fourths of said land & the said defendant not resisting the plaintiffs claim it is considered & adjudged by the Court that plaintiff in ten days pay the costs herein taxed to & in default of payment that execution issue therefor & the amended petition is withdrawn from the files without prejudice -

Attest. John J. Burgner, Clerk.  
By Nellie Conroy, Deputy.

Cases before His Honor, John A. Brier, Judge of a Court of 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 Seventh 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 seven, heretofore to wit, on the 4 day of June A.D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

Petition. No. 6332  
S. Amberg & Co., Plaintiff,  
Against  
J. W. Mahaffey and J. T. Mahaffey, Partners under the firm name and style of J. W. Mahaffey & Co. Defendants, Pleas. Petition.

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

The said Plaintiff is a partnership formed for the purpose of carrying on a business in said state of Ohio under the name of S. Amberg & Co. and said Plaintiff complains of the said defendants J. W. Mahaffey and J. T. Mahaffey, partners doing business in said State of Ohio as J. W. Mahaffey & Co. Defendants for that the said Defendants on the sixteenth day of December A.D. 1886 were indebted to the said Plaintiff in the sum of \$119.<sup>61</sup> on an account for diverse goods, wares, merchandise and chattels, by the said Plaintiff before that time sold and delivered to the said Defendants at their special instance and request, a copy of which amount, marked "Exhibit A" is hereto attached and made a part of this Petition. The said Plaintiff further says that there is due it and unpaid from said Defendants on said account the sum of One Hundred and Nineteen and <sup>61</sup>/<sub>100</sub> Dollars (\$119.<sup>61</sup>) with interest thereon from the fourteenth day of February A.D. 1887. The said Plaintiff further says that the said Defendants have not paid said sum of money, nor any part thereof, although often requested so to do. Wherefore, said Plaintiff prays judgment against said Defendants for said sum of One Hundred and Nineteen and <sup>61</sup>/<sub>100</sub> Dollars, together with interest thereon from the fourteenth day of February A.D. 1887.

Brodrick & M. Campbell, Plaintiffs Attorneys.  
Affidavit.

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The State of Ohio.

Union County, ss. John M. Brodrick being duly sworn, says that the statements contained in the foregoing Petition are true as he verily believes. This affiant further says on oath that he is one of the authorized Attorneys of the said Plaintiff in said action, and that he makes this affidavit for the reason that said Plaintiff is a non-resident of and is now absent from said County of Union.

Sworn to by said John M. Brodrick before me, and by him subscribed in my presence, this Fourth day of June A.D. 1887. John L. Burger, Clerk of Court of Common Pleas, Board for Union County, State of Ohio.

Præcipe  
St. 1332  
against  
J. W. Mahaffey and J. T. Mahaffey as partners  
under name of J. W. Mahaffey & Co. Defendants.

Issue Summons against said Defendants directed to the Sheriff of said County, returnable according to law. Indorse: Money only. Amount claimed, \$119.<sup>00</sup>, with interest thereon from the 14<sup>th</sup> day of February 1887. Brodrick & Mc Campbell, Plaintiff's Attorney.

To the Clerk of said Court.

Exhibit A:

Referred to in the foregoing Petition and made a part thereof: Cincinnati O. Dec. 16. 1886.

Wm J. W. Mahaffey, Byhalia O.  
Bought of S. Amberg & Co.

	2	d Initial d. Pin	45	1 50
Each	1/2	" F. J. Vest Chain 1932/9 <sup>00</sup> 292/7 <sup>40</sup> 1706/4 <sup>50</sup> 1709/9 <sup>00</sup> 1935/9 <sup>00</sup> 190/12 <sup>00</sup>		4 50
"	1/2	" Rolled Plate Vest Chain 363/30 <sup>00</sup> 1/30 <sup>00</sup> 34 1/4 <sup>00</sup> 75-0/36 <sup>00</sup>		11 50
	1/2	" American Lever S. B.	450	2 25
38-stk	1/4	" Utility " "	300	75
	3/2	" Belt Lever " "	700	42
36	1/2	" Pearl " "	300	25
Each	1/2	" " S. B. 180 2/4 <sup>00</sup> 300/2 <sup>00</sup>		75
143-7-stk	1/2	" Jey Pearl Lever S. B.	700	3 75
22 77 24 40	1/6	" Bar Drops	750	1 25
30883086	1/6	" " "	900	1 50
31573135	1/6	" " "	450	75
	1/6	" Emblem Charms	750	1 25
Each	1/2	" Charms 101 1/2 <sup>50</sup> 13 5/9 <sup>00</sup> 118 7/12 <sup>00</sup> 133 1/4 <sup>50</sup> Keystone 1/4 <sup>50</sup>		3 40
	1/2	" Keystone Pin	900	75
Each	1/2	d Filled Rings 1/8 <sup>00</sup> 2/3 <sup>00</sup> 07/12 <sup>00</sup> 5 1/2 <sup>50</sup> 6 <sup>00</sup> 10.50 4/9 <sup>00</sup> 7/9 <sup>00</sup>		7 20
568	1/2	" Octagon Cold Rings	400	2 00
392518	1/6	" Band " "	750	1 25
Each	1/2	" " " 52 1/2 <sup>00</sup> 4 77/12 <sup>00</sup> 52 1/4 <sup>00</sup> 38 2/12 <sup>00</sup> 53 7/18 <sup>00</sup> 53 5/5 <sup>00</sup> 3 47/21 <sup>00</sup> 53 3/30 <sup>00</sup> 4 98/15 <sup>00</sup> 112 1/4 <sup>50</sup>		11 04

	1	Job Samples & Checks		80
	1/10	d. Hillt. G. A. R. Pen	7.50	1 25
1036	1/10	" Gold "	12.00	2 00
937	1/2	" 3 Sink "	9.00	5 8
234	1/4	" " "	9.00	2 25
229950	1/3	" " "	12.00	4 00
1074	1	best Amber Filled Watch		23 00
870-104	1	Ladies Biscuit "		16 00
1075	1	Silveroid Stem		6 85
	1	Nickle Dust Proof		6 85
				119.61

Afterward, on the 4<sup>th</sup> day of June 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 J. W. Mahaffey and J. T. Mahaffey Partners doing business under the firm name and style of J. W. Mahaffey & Co. that they have been sued by S. Amberg & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 2<sup>nd</sup> day of July A. D. 1887 the petition of said S. Amberg & 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 13<sup>th</sup> day of June A. D. 1887. Witness my hand and the Seal of said Court, this 4<sup>th</sup> day of June A. D. 1887 at Mansfield, O.  
 J. L. Burgner, Clerk.

Endorsed, Amount Claimed, \$119.61 and interest as follows at 6 per cent.: from Feb. 14, 1887. Brodrick & Mc. Campbell Plff's Atty.

Said Writ returned and filed June 13-1887, endorsed as follows, to-wit:

The State of Ohio,  
 Union County, ss. Received this Writ June 4<sup>th</sup> A. D. 1887 at 2 o'clock P. M. and pursuant to its command, on the 10<sup>th</sup> day of June A. D. 1887, I served the same by leaving a copy of this writ with the endorsements thereon at the usual place of residence of the within named J. W. Mahaffey and by handing a true copy to the within named J. T. Mahaffey. Likewise \$4.50 Mileage 2.88 Copy 45 Total \$3.73 M. Hopkins, Sher. By A. H. Goodwin Deputy.

Afterward, on the 17<sup>th</sup> day of Nov. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

S. Amberg & Co. October Term, 1887 No. 5332  
 Judgment on Default.  
 J. W. Mahaffey and J. T. Mahaffey, and now comes the said S. Amberg & Co. by its Attorneys and the said J. W. Mahaffey and J. T. Mahaffey having failed to demur or answer to the petition of the said S. Amberg & Co. the same is therefore taken to be true; and it is considered that the said S. Amberg & Co. ought to recover the said sum of \$119.61 so demanded in its petition, together with the sum of \$4.28 which the Court find due as the interest thereon, as prayed for in said petition; it is therefore considered that the said S. Amberg & Co. recover against the said J. W. Mahaffey and J. T. Mahaffey the

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 vs  
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No. 5366  
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Sheriff's  
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said sum of \$124 <sup>19</sup> with 6% interest from October 24<sup>th</sup> 1887 together with its costs in and about its suit expended, taxed to #

Attest John L. Brugner, Clerk.  
By Nellie Roney, Deputy.

Cases before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Mansfield, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore to-wit, on the 1<sup>st</sup> day of 1887, the following Petition was filed with the Clerk of said Court, to-wit;

Petition No. 5366	Grace A. Holt, Plff. vs Levi Holt, Wm. J. Holt, Cassius C. Holt, Margaret A. Holt, Ollie M. Holt, George H. Holt, Daniel Holt.	Common Pleas, Union County, Ohio, Petition for Dower.
		On the 6 <sup>th</sup> day of October 1870 plaintiff in her married condition with one George W. Holt. On the 28 June A.D. 1887 George W. Holt died having been seized during said coverture of an estate of inheritance in the following property. Part of Va. Mil. Survey No. 5646 in Saylor Township Union Co. Ohio commencing at a stone in the Township road and in the West line of the A. & S. W. R. Road; Thence N. 81 1/2 W. 32 poles to a stone being the South East corner of Adeline Washells lot in same Survey; Thence N. 8 20 E. 132 5/100 poles to a stake; Thence S. 81 1/2 E. 90 poles to a stake witness a beech S. 8 20 W. 10 links; thence S. 8 20 W. 48 7/10 poles to the West line of said A. & S. W. R. Road; Thence with said line S. 4 7/10 to the place beginning containing 57 2/3 acres. 2 <sup>d</sup> Tract - In same Survey No. 5646 commencing at a stone in the center of the Kinney Gravel road and 4 4/100 poles S. 7 1/2 W. from the angle in said road near Levi Wells; and at the intersection of a mud road; thence with the center of said mud road N. 80 1/2 W. 108 poles to a stake; thence S. 9 1/2 W. 87 5/10 poles to a stake; thence S. 80 1/2 E. 108 poles to the centre of the said Gravel road; thence with the centre of said Gravel road N. 9 1/2 E. 87 5/10 poles to the place of beginning, containing 59 acres, being lot No. 9 of the division of the Joseph S. Myers estate. 3 <sup>rd</sup> Tract - In same Survey No. 5646. Beginning at a stake in the Township line at the N. E. corner of George Saunders land. Thence S. 8 20 W. 44 4/100 poles to a stake; Thence S. 8 1/2 E. 90 poles to a stake witness a beech S. 8 20 W. 10 links; Thence N. 8 20 E. 44 4/100 poles to a stone; Thence N. 81 1/2 W. 90 poles to the beginning, containing 25 acres more or less. Also in said Survey No. 5646 Beginning at the intersection of the line of Norman A. Hillers land, with the West line of the A. & S. W. Railway. Thence N. 8 2 W. 62 poles to a stone in his South line. Thence S. 8 W. 70 7/10 poles to the line of the A. & S. W. Railway, thence with said line to the beginning containing 17 3/100 acres more or less. Said property is now claimed by the defendants Levi Holt, Wm. J. Holt, Cassius C. Holt, Margaret A. Holt, Ollie M. Holt, George H. Holt, Daniel Holt, as the children and heirs at law of said George W. Holt. Plaintiff is entitled to Dower in said property, and prays that the same

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maybe assigned her therein, and for such other relief as is proper. The 2<sup>d</sup> above described tract is the family homestead of plaintiff and she now resides therein with her family consisting of the defendants - and the same is separated from the other described premises one half mile or more - and she asks that her Dower in the whole 160 acres above described be set off to her out of said lot No. 9 of the division of the Joseph T. Steyer estate, which is the 2<sup>d</sup> tract herein described. P.B. Cole & Son, Plffs. Attys.

State of Ohio.

Union County, ss: Grace A. Holt being sworn says the facts stated and allegations in her foregoing pleadings are as she believes true.

Grace A. Holt.

Sworn to and subscribed before me this 31 day of August A.D. 1887. John L. Burgner, Clerk.

Pracipe

No. 5366

To Clerk: Issue Summons for the defendants in within entitled case - Levi Holt a minor over 14 years of age and all the other defendants minors under 14 years of age. Returnable according to law. Petition for Dower. Sept 1-1887 P.B. Cole & Son.

Afterward, on the 1<sup>st</sup> day of Sept. A.D. 1887, 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 abutting: We command you to notify Levi Holt a minor over 14 years of age and William J. Holt, Cassius B. Holt, Margaret A. Holt, Olive M. Holt, George H. Holt and Daniel Holt minors under 14 years of age that they have been sued by Grace A. Holt in the Court of Common Pleas of Union County, and that unless they answer by the 1<sup>st</sup> day of October 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 12<sup>th</sup> day of September A.D. 1887. Witness my hand and the seal of said Court, this 1<sup>st</sup> day of September A.D. 1887. J. L. Burgner, Clerk.

Endorsed: In action for Dower. P.B. Cole & Son, Plaintiffs Attys.

Said Writ returned and filed Sept. 10 A.D. 1887, endorsed as follows, viz:

The State of Ohio.

Sheriff's Return

Union County, ss: Received this Writ Sept. 1<sup>st</sup> A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 7<sup>th</sup> day of Sept. A.D. 1887 I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendants. Service 1.20 Mileage 1.92 Copy 1.40 Total \$ 4.52 M. Hopkins, Sher.

Afterward, on the 28<sup>th</sup> day of Oct. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry.

Grace A. Holt Plff. Union Common Pleas Appointment of Guardian ad litem for Infants. Levi Holt et al. Defts. It appearing to the Court that the Defendants Levi Holt W. J. Holt, Cassius B. Holt, Margaret A. Holt, Ollie M. Holt, George H. Holt and Daniel Holt are minors and under the age of fourteen years

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(excepting Levi Holt who is a minor over the age of fourteen years) and have been duly and legally served with Summons herein and that the said Levi Holt has neglected for twenty days from the return of Summons served upon him to apply for a guardian ad litem. on motion of plaintiff J. S. Mc Campbell is hereby appointed guardian for this suit for said minor defendants. And now comes the said J. S. Mc Campbell and in open Court accepts said appointment.

Afterward, on the 28<sup>th</sup> day of Oct. A. D. 1887, the following answer was filed with the clerk of said Court, to wit:

Answer  
Grace A. Holt, Plff. vs Levi Holt, Wm J. Holt, Cassius Holt, Margaret A. Holt, Olive M. Holt, George H. Holt, Danell Holt, minor defendants by J. S. Mc Campbell their Guardian ad litem for answer to the petition, deny all the allegations therein contained, and say that they are of tender years, and ask the Court to protect their rights, and to grant them such relief as is proper.  
Jas. S. Mc Campbell, Guardian Ad litem.

Afterward, on the 28<sup>th</sup> day of Oct. A. D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry.  
Grace A. Holt, Plff. vs Levi Holt et al. Defendants  
Union Common Pleas.  
No. 5366  
Decree of Dower.

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence; on consideration whereof the Court find that the said George W. Holt was, in his lifetime, seized in fee simple of the real estate, described in the petition, and that the plaintiff is the widow of the said George W. Holt deceased, that the said George W. Holt died leaving a last will and testament, which was duly proven and admitted to probate; that the said plaintiff has appeared in the probate Court of said Union County and elected not to take under said will; and that she is entitled to have her dower in the said premises assigned and set off to her, as prayed in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed of the one full equal third part of the premises described in the petition; and that a writ issue to the sheriff of Union County commanding him that by the oaths of Joseph Marshall Samuel Johnson and Fitzham Wood three judicious disinterested men of the vicinity, in the county, who are not of kin to either of the parties, and who are hereby appointed commissioners for that purpose, be set off, and assign such Dower to said Plaintiff according to law, and that of such proceedings together with the said Commissioners appraisement of the yearly net value of said real estate estimated from the 1<sup>st</sup> day of Sept 1887, to the day of such assignment of Dower, the said commissioners and said sheriff make return without unnecessary delay.

Afterward, on the 28<sup>th</sup> day of October A. D. 1887 the following Writ of Dower was issued by the clerk of said Court, to wit:

The State of Ohio,  
 Union County, ss. To the Sheriff of said County - Breiting;  
 We command you, That without delay, by the oaths of Joseph Mas-  
 kill, Ingham Wood, Samuel Johnson you cause to be set off and assigned  
 No. 5366 to Grace A Holt widow of George W. Holt, late of said County, deceased, one  
 full equal third part of the following real estate, situate in the County  
 of Union and State of Ohio, and described as follows, to-wit: Part of Survey  
 No. 5646, in Taylor Township Union County, Ohio, commencing at a stone  
 in the township road and in the West line of the A & B. W. Railroad, thence N.  
 81 1/2 W. 32 poles to a stone, being the Southeast corner of Adeline Mascalls lot,  
 in same Survey, thence N. 82.0 E 132.56 poles to a stake; thence S. 81 1/2 E 90  
 poles witness beech S. 8.20 W. 10 links; thence S. 8.20 W. 48 1/10 poles to the West  
 line of said A & B. W. road; thence with said line 84 1/10 poles to the beginning,  
 containing 59 2/3 acres. 2<sup>d</sup> Tract, In W. M. Survey, commencing at a stone in the  
 centre of the Kinney gravel road & 4.04 poles E. 9 1/2 W. from the angle in said  
 road near Levi Wells and at the intersection of a mud road. Thence with  
 the centre of said mud road N. 80 1/2 W. 108 poles to a stake; thence S. 9 1/2 W. 87.5  
 poles to a stake; thence S. 80 1/2 E. 108 poles to the centre of said gravel road;  
 thence with the centre of said gravel road N. 9 1/2 E. 87.5 poles to the place of  
 beginning containing 59 acres, being lot No. 9 of the division of the Joseph  
 J. Myers Estate, 3<sup>d</sup> Tract - In W. M. Survey No. 5646, beginning at a stake  
 in the Township line, at the N. E. corner of George Snyder's land; thence  
 S. 8.20 W. 44.44 poles to a stake, thence S. 81 1/2 E. 90 poles to a stake witness a  
 beech S. 8.20 W. 10 links; thence N. 8.20 E. 44.44 poles to a stone; thence N. 81 1/2 W.  
 90 poles to the beginning containing 25 acres more or less, 4<sup>th</sup> Tract, also in  
 said W. M. Survey 5646, Beginning at the intersection of the S. line of Norman  
 A. Hiles land, with the West line of the A & B. W. Railway; thence N. 82 W.  
 62 poles to a stone in his South line, thence S. 8 W. 90.8 poles to the line of the  
 A & B. W. Railway; thence with said line to the beginning containing 17.57 acres  
 more or less in pursuance of an order made in our said Court of Common Pleas,  
 within and for the said County of Union, in a certain civil action, for Dower,  
 wherein the said Grace A. Holt Plaintiff, and Levi Holt - W<sup>m</sup> J. Holt, Bassius C.  
 Holt, Margaret A. Holt, Ollie M. Holt, George H. Holt, Daniel Holt, are Defend-  
 ants; and that in like manner, by the oaths of the same men, you make  
 a just and true appraisement of the yearly value of said real estate, after de-  
 ducting the necessary expenses and that your proceedings in the premises  
 you distinctly certify under your hand to our said Court forthwith; and  
 have you then and there this writ. Witness my name, and the Seal of  
 said Court, at Marysville, O. this 28<sup>th</sup> day of October A. D. 1887.  
 [Seal] John L. Burgner, Clerk.

Sheriff's Return.

Said Writ returned and filed Nov. 1. A. D. 1887, indorsed as follows, to-wit:  
 As commanded by this Writ, I have, by the oaths of Samuel Johnson, Joe-  
 seph Maskill and Ingham Wood three judicious, disinterested men of the  
 vicinity, who are not of kin to either of said parties, caused to be set off and as-  
 signed to the within named Grace A. Holt as her Dower Estate, so much of the  
 within described lands and tenements as is contained in the following bound-  
 eries to-wit: Situate in the County of Union and State of Ohio, In W. M. Survey  
 No. 5646 bounded and described as follows, commencing at a stone in the

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Centre of the Kinney Gravel road and 4.04 poles S. 9 1/2 West from the angle in said road near Levi Wells at the intersection of a mud road. Thence with the center of said mud road N. 80 1/2 W. 108 poles to a stake. Thence S. 9 1/2 W. 87.5 poles to a stake. Thence S. 80 1/2 E. 108 poles to the centre of said Gravel road; Thence with the center of said gravel road, N. 9 1/2 E. 87.5 poles to the place of beginning containing 59 acres being lot No. 9 of the division of Joseph F. Styers Estate. Samuel Johnson, Joseph Washkill, Ingham Wood.

and by the oaths of the same men, the yearly value of the real estate within described is justly and truly appraised at One hundred & Sixty One Dollars after deducting necessary expenses. Given under my hand, this 29<sup>th</sup> day of Oct. A.D. 1887. M. Hopkins, Sheriff.

Sheriff's Fees, Service, 30 Mileage 1.92 Executing Writ & Swearing in, 1.26 Report of Com. 30 Total 3.92 Commissioners' Fees, 3.00

Afterward, on the 2<sup>nd</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry No. 5366  
 Grace A. Holt } Union Com. Pleas.  
 Levi Holt, Wm. J. Holt, Cassius C. Holt, Margaret A. Holt } No. 5366  
 Ollie M. Holt, Daniel Holt, George H. Holt } Confirmation of Report of assignment of Dower to

This cause came on for hearing upon the return of the Sheriff and of the Commissioners herein, of their proceedings in the assignment of Dower under the former order of this Court, and on the motion to confirm the same, and the Court being fully advised in the premises, find said proceedings and assignment in all respects in conformity to law, and hereby approve and confirm the same. It is therefore ordered and decreed that the said Grace A. Holt have and possess the lands so assigned to-wit (situate in the County of Union and State of Ohio, in V.M. Survey No. 5646 bounded and described as follows. Commencing at a stone in the centre of the Kinney gravel road and 4.04 poles S. 9 1/2 West from the angle in said road near Levi Wells at the intersection of a mud road: Thence with the centre of said mud road N. 80 1/2 W. 108 poles to a stake: Thence S. 9 1/2 W. 87.5 poles to a stake. Thence S. 80 1/2 E. 108 poles to the centre of said gravel road; thence with the center of said gravel road N. 9 1/2 E. 87.5 poles to the place of beginning containing 59 acres being lot No. 9 of the division of Joseph F. Styers Estate, as and for her reasonable Dower in said premises. It is further ordered that the said defendants pay to said plaintiff the sum of \$26 82/100 Twenty six 82/100 dollars, being one third of the sum returned by said Commissioners as the net value of said premises from the time of filing this petition to the assignment of Dower. It is further ordered that the costs of this case be paid as follows - One third by plaintiff and two thirds thereof by the defendants.

Attest John I. Burgner, Clerk.  
 By Kellie 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

in the County of Union, of the Third Sub-division of the Tenth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit: on the 26<sup>th</sup> day of Sept. A.D. 1887, the following petition was filed with the clerk of said Court, to-wit:

*Petition* vs *Court of Common Pleas of Union County Ohio*  
Belle Gilliam Plaintiff, Petitioner

*No. 5394* James M. Gilliam, Defendant: Petitioner has been a resident of Ohio for the year last passed and has a bona fide residence in the said County of Union - On or about the 11<sup>th</sup> day of October 1884 she was married to the defendant. Defendant was on or about the 25<sup>th</sup> of June 1886 and at divers other times guilty of extreme cruelty towards this plaintiff in this, to-wit: said defendant struck this plaintiff with a knife and threatened to kill this plaintiff, and at another time after the marriage of this plaintiff to said defendant and before the 25<sup>th</sup> day of June 1886 struck this plaintiff in the face with his fist and cursed and abused this plaintiff and at other times before the said 25<sup>th</sup> day of June abused this plaintiff by striking and cursing her.

Defendant, for more than a year last passed, has failed and willfully neglected to provide plaintiff with the common necessaries of life so that plaintiff has been compelled to live upon the charities of friends and her own exertions, said defendant having the ability to care for this plaintiff being constantly or a part of the time, in receipt of wages. Wherefore plaintiff prays that she may be divorced from the defendant and may be restored to the name of Belle Wells being the name of said plaintiff when or before she married said defendant and such other relief as is proper.

W. T. Hoopes, Atty for Plaintiff.

Afterward, on the 26<sup>th</sup> day of Sept. A.D. 1887, the following Affidavit was filed with the clerk of said Court, to-wit:

*Affidavit* vs *Court of Common Pleas Union County Ohio*  
Belle Gilliam Plaintiff, State of Ohio, Union County ss.

*No. 5394* James M. Gilliam, Defendant: Belle Gilliam Plaintiff being first duly sworn says that service of summons can not be made in this State on the defendant James M. Gilliam & that the cause is one of those mentioned in section five thousand and forty eight of the Revised Statutes of Ohio. Belle Gilliam.

Sworn to by said Belle Gilliam before me & signed by her in my presence this 24<sup>th</sup> day of September A.D. 1887. John M. Brodrick, Notary Public, Union Co. O.

Afterward, on the 17<sup>th</sup> day of Nov. A.D. 1887, the following Legal Notice was filed with the clerk of said Court, to-wit:

*Legal Notice* vs *Union County Ohio, Court of Common Pleas*  
Belle Gilliam Plaintiff, James M. Gilliam, residence unknown, will take

notice that on the 27<sup>th</sup> day of September, A.D. 1887, Belle Gilliam filed her petition in the Court of Common Pleas, Union County, Ohio, being cause No. . . . praying for a divorce from said James M. Gilliam, on the grounds of extreme cruelty, and failure to provide, and that said cause will be for hearing on and after the 11<sup>th</sup> day of November, 1887.

W. T. Hoopes, Atty. Belle Gilliam.

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Seal

Afterward  
on the 26<sup>th</sup> day of Sept. A.D. 1887, the following Affidavit was filed with the clerk of said Court, to-wit:  
*Entry* vs  
*No. 5394* James M. Gilliam, Defendant: Belle Gilliam Plaintiff being first duly sworn says that service of summons can not be made in this State on the defendant James M. Gilliam & that the cause is one of those mentioned in section five thousand and forty eight of the Revised Statutes of Ohio. Belle Gilliam.  
Sworn to by said Belle Gilliam before me & signed by her in my presence this 24<sup>th</sup> day of September A.D. 1887. John M. Brodrick, Notary Public, Union Co. O.

Please  
Pleas, begun  
within and  
Judicial D.  
of our Lord,  
on the 30<sup>th</sup> da  
said Court  
Ida M. Bi  
her husbar

*Petition* vs  
*No. 5331* Cicero Kent  
of age Don  
Lucinda Bo  
Sulu Kent  
Monnda Ke



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 "Marionville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with September 28, 1887. W. C. Sherrer sworn to and subscribed before me, this 17 day of Nov. 1887.

Seal

John L. Burgner, Clerk.

Afterward on the 19 day of Nov. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Belle William

Entry.

No. 5374

Now comes the plaintiff and the defendant having been duly served with summons by publication as required by law and having failed to appear the Court find herein in default for answer or demurrer to said petition & 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 past passed, and was at the time of filing this petition a bona fide resident of the said County of Union & that the parties hereto were married as in said petition set forth. The Court further find from the evidence adduced that the defendant has been guilty of gross neglect of duty & of extreme cruelty towards this plaintiff and that by reason whereof 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 parties hereto be and the same hereby is dissolved and both parties are released from the obligations of the same. 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 hereof for ten days execution issue for the same.

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 Marionville, 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 seven. Heretofore to wit: on the 30 day of Nov. 1887 the following Petition was filed with the Clerk of said Court, to wit:

Ida M. Bidwell and Horace Bidwell  
her husband, Plaintiff.

Union County Ohio.  
Court of Common Pleas.  
Petition.

Petition

No. 5331

Cicero Kent Frank Kent a minor over 14 years of age  
Don Kent a minor under 14 years of age  
Luinda Borlow & Edward Borlow her husband  
Lulu Kent a minor under 14 years of age and  
Monada Kent widow of Hiram Kent Dec. Defts.

Your Petitioners Ida M. Bidwell and Horace Bidwell her husband of said County of Union represent

that she the said Ida M. Bidwell has a legal right to and is seized in fee simple of one undivided one eighth part of the following real estate. Parts of Survey No. 5743 & 6233 Beginning at a Buckleberry on the East Bank of Little Darby Creek and S.W. corner to a tract of land conveyed to the said Hiram Kent by Alexander Snodgrass & wife on the 26 day of June 1852 thence with the line of said land correcting the course thereof  $65^{\circ} 7' E. 56^{\circ} 70''$  poles to a stone in the center of the London and Mariusville road thence with the center of said road  $N. 15^{\circ} W. 20^{\circ} 2'$  poles to a stone in the line of land owned by Hiram Kent, thence with his line correcting the course  $N. 66^{\circ} E. 105^{\circ} 3'$  poles to a stone in the line of Addison Bidwells land thence with his line correcting the course  $E. 60^{\circ} E. 67^{\circ} 3'$  poles to a stone at the Post Road thence  $S. 47^{\circ} 2' W. 51$  poles to a Honey Locust; thence  $S. 5^{\circ} W. 62^{\circ} 2'$  poles to a sugar tree in the Bank of the creek. thence up the creek with the meanderings thereof to the beginning containing 7 1/2 acres & 65 poles. Also another tract of land part of survey 5743 & 6233 Beginning at two black oaks a Northwesterly corner to Hudsons survey 6233 running with his line  $S. 8^{\circ} E. 106$  poles to a stake in a prairie, in said line thence  $S. 67^{\circ} 4' W. 156$  poles to honey locust on the East bank of Little Darby Creek thence up the creek with its with the meander thereof  $N. 52^{\circ} W. 11$  poles to a Honey Locust in the creek thence  $N. 6^{\circ} E. 106$  poles to a black oak and elm thence  $S. 47^{\circ} E. 137$  poles to the beginning being 4 1/2 acres in survey 5743 and 4 1/2 acres in survey 6233 Also another tract of land part of survey 6233 Beginning at a Hickory Swr corner on Little Darby Creek to a lot of land conveyed by Alex Snodgrass to Hiram Kent June 26 1852 thence with the southerly of said land  $N. 66^{\circ} E. 82^{\circ} 30''$  poles to a stake thence south  $15^{\circ} 4' E. 39$  poles to a maple and elm on the banks of said creek thence up the center of Little Darby Creek to the beginning containing 4 acres. Also part of survey No. 6233 Beginning at a Honey Locust on the bank of the Creek thence  $N. 67^{\circ} 2' E. 56^{\circ} 2'$  poles to the center of the Road thence with the road  $S. 15^{\circ} E. 21^{\circ} 2'$  poles to a stake thence  $S. 64^{\circ} W. 48$  poles to the creek at a Buckleberry thence up the creek with the meanders thereof  $N. 33^{\circ} E. 10$  poles thence  $N. 30^{\circ} W. 16$  poles to the beginning containing 7 acres more or less Also the following tract of land part of survey No. 7916 Beginning at a stone N.E. corner to Hiram Kents land thence with one of his lines  $S. 65^{\circ} W. 58$  poles & 7 links to a white ash corner to James M. Clouds lands thence with his line  $N. 9^{\circ} 30' E. 25^{\circ} 41$  links to a stone thence east  $48^{\circ} 21$  links to a stone thence  $S. 6^{\circ} E. 20$  links to the place of beginning containing four acres more or less Part of Survey 6233

Excepting from said land the following pieces of land Beginning at a stone the center of the Post Road at one of the corners to G. Bidwells land thence with one of his lines  $N. 6^{\circ} W. 25^{\circ} 420$  links to a stone the south bank of a Ditch thence with said ditch Bank  $S. 63^{\circ} W. 13^{\circ} 2^{\circ} 5$  links to a stone thence  $S. 6^{\circ} E. 28$  poles to a stone to the center of the Post Road thence with the center of said Road  $N. 52^{\circ} 30' E. 19^{\circ} 23$  links to the beginning containing two acres more or less to Howard Bidwell. Also one acre to the Commissioners of Union County Ohio part of survey 5743 Beginning in the center of the East pier of the Bridge across Little Darby Creek on the Post Road at Chuchery thence  $N. 31^{\circ} 4'$  West 20 poles to a stake near bank of said Creek thence down the creek with its meanderings to the beginning containing one acre more or less. And your petitioner further represents that Cicero Kent Lucinda Barlow Frank Kent & Don Kent & Lulu Kent are tenants in common with your petitioners

and that all entitled to 1/4 interest Frank Kent is entitled to widow of the premises. may be made therein if the such process

The State of Union County  
allegations of  
Sworn  
the 28<sup>th</sup> day  
[Seal]

Waiver of  
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No. 5331  
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Ida M. Bidwell  
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and that all of said parties are of Union County Ohio That Cicero Kent is entitled to 1/4 interest That Barlow is entitled to one undivided 1/4 interest That Frank Kent is entitled to one undivided 1/8 interest That Lulu Kent & Don Kent is entitled to one undivided 1/8 interest each therein. And that Miranda Kent widow of the said Hiram Kent lately deceased is entitled to Dower in said premises. Your petitioner therefore prays that partition of said lands may be made and that Dower of the said Miranda Kent be assigned therein if the same can not be done without manifest injury that then such proceedings may be had in the premises as are authorized by law.

J.W. Kennedy, Atty for Plaintiff

The State of Ohio.

Union County ss. } Ida M. Bidwell being duly sworn says the facts and allegations of the foregoing petition are as she believes true. Ida M. Bidwell.

Sworn to and subscribed by the said Ida Bidwell before me this the 28<sup>th</sup> day of May A.D. 1887

{ Seal } R.H. Kollbrath, Notary Public.

June 1<sup>st</sup> 1887.

Waiver of Summons Issuing of summonses and service thereof is hereby waived as to Lulu Kent a minor under 14 years of age and all questions of time J.F. Bennett Guardian of Don Kent and Lulu Kent.

No. 5331

Ida M. Bidwell et al. } In Petition.

Pracipe

Cicero Kent et al. } Pracipe. Clerk issue summonses directed to the sheriff of Union County Ohio for Cicero Kent, Frank Kent a minor over 14 years of age Don Kent a minor under 14 years of age and Miranda Kent. Also issue summonses to the sheriff of Madison County Ohio for Lucinda Barlow Edward Barlow a minor under 14 years of age all returnable according to law. J.W. Kennedy, Atty for Petitioner.

Afterward on the 31<sup>st</sup> day of May A.D. 1887 the following summonses were issued by the Clerk of said Court, to wit:

The State of Ohio.

Union County ss. } To the Sheriff of the County of Union Shewing: We command you to notify Cicero Kent, Frank Kent a minor over 14 years of age, Don Kent a minor under 14 years of age and Miranda Kent that they and others have been sued by Ida Bidwell and Horace Bidwell her husband in the Court of Common Pleas of Union County, and that unless they answer by the 2<sup>nd</sup> day of July A.D. 1887 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 13<sup>th</sup> day of June A.D. 1887. Witness my hand and the seal of said Court, this 31<sup>st</sup> day of May A.D. 1887. { Seal } John L. Burgess, Clerk.

Summons

Endorsed:

Sheriff's Return

The State of Ohio, Union County ss.

J.W. Kennedy Plaintiffs Atty. Said Writ returned and filed June 13<sup>th</sup> A.D. 1887 endorsed as follows to wit: Received this Writ May 31 A.D. 1887 at 2 o'clock P.M.

and pursuant to its command, on the 7<sup>th</sup> day of May A.D. 1887. I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendants. I also served a copy on Miranda Kent the person having charge of Don Kent a minor under 14 years of age. Service 90 Mileage 1.60 Copy 1.00 Total \$2.50  
M. Hopkins, Sher.

*Summons*  
No. 5331  
The State of Ohio } To the Sheriff of the County of Madison Greeting.  
Union County, ss: } We command you to notify Lucinda Barlow, Edward Barlow, Lulu Kent a minor under 14 years of age that they and others have been sued by Ida M. Bidwell and Horace Bidwell her husband in the Court of Common Pleas of Union County, and that unless they answer by the 2<sup>nd</sup> day of July A.D. 1887 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 13<sup>th</sup> day of June A.D. 1887. Witness my hand and the seal of said Court, this 31<sup>st</sup> day of May A.D. 1887.  
(Seal) J. L. Buzgier, Clerk.

*Waiver of Summons*  
No. 5331  
Endorsed: - - - J. M. Kennedy, Plaintiffs Atty.  
Said writ returned and filed June 13<sup>th</sup> 1887, endorsed as follows, to-wit:  
Plain City Ohio: June 1<sup>st</sup> 1887.  
Service of the within summons is hereby waived, and we hereby enter our appearance herein to the within action. Lucinda A. Barlow  
E. W. Barlow.

*Answer*  
No. 5331  
Afterward, on the 4<sup>th</sup> day of July A.D. 1887, the following Answer was filed with the Clerk of said Court, to-wit:  
Ida M. Bidwell and Horace Bidwell her husband } In Common Pleas Court  
Plaintiffs. } Union County Ohio.  
Kierro Kent et al. Defendants.

Answer and cross-petition of Lucinda A. Barlow.  
Said def<sup>t</sup> Lucinda A. Barlow says that she is tenant in common with the plaintiff and is the owner of the undivided one fourth part of property described in pl<sup>t</sup>'s petition. Furthermore does the said Lucinda A. Barlow say that George Kent, father of Ida M. Bidwell, plaintiff, and two whom she is heir, was indebted and is still so indebted to the estate of the late Hiram Kent in the sum of three hundred (\$300) dollars a debt due by decree of probate court as recompense for care of minor children; and also said Geo. Kent aforesaid is indebted to the estate of the said Hiram Kent dec'd on a note which said Hiram Kent as surety paid in bank for said Geo. Kent to the amount of one hundred (\$100) dollars, making a total of four hundred (\$400) dollars and this said defendant asks that this debt, together with interest at 6% per annum thereon from January 1<sup>st</sup> 1880, be considered in the partition of said property.  
Howard B. Black, Atty for def<sup>t</sup>.

The State of Ohio } ss.  
Union County } Lucinda A. Barlow being duly sworn says the facts and allegations set forth in the foregoing answer and petition are true as she verily believes. Lucinda Barlow.

Sworn to  
July A.D. 1887

Afterward  
filed with  
Ida M. Bidwell

Demurrer

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Kierro Kent  
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Sworn to before me and subscribed in my presence this 1<sup>st</sup> day of July A.D. 1887. William P. Andrews Justice of the Peace.

Afterward on the day of A.D. 1887 the following Demurrer was filed with the Clerk of said Court to wit:

Demurrer

Ida M. Bidwell et al. Plaintiff vs Cicero Kent et al. Defendants Union County, Ohio. Court of Common Pleas Demurrer to answer of Lucinda Bidwell.

No. 5331

Now comes the plaintiff by her atty. and files this her demurrer to the answer of Lucinda Barlow herein and for cause says. 1<sup>st</sup> Said answer does not state facts sufficient to constitute a defense to said petition. 2<sup>nd</sup> That said defendant had no legal right to make the said pretended answer. 3<sup>rd</sup> There is a defect of parties defendant. 4<sup>th</sup> The court has no jurisdiction over the subject matter of said defense.

J.M. Kennedy Atty for Plffs.

Afterward on the 11 day of July A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court to wit:

Entry.

Ida M. Bidwell et al. vs Cicero Kent et al. No. 5331 A Entry. Now comes the plaintiff herein, by her atty. and her petition thereupon coming on to be heard. The Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer and Demurrer; and that the said petition is thereby confessed by them to be true. Thereupon the Court find that the said Miranda Kent widow is entitled to dower in the premises described in the petition and that subject thereto said plaintiff Ida M. Bidwell is seized of and has a legal right to the undivided one eighth part of the estate described in the petition and is entitled to have partition made of said premises that the defendants are tenants in common with the said plaintiff in the said premises in the following proportions to wit: That subject to the dower of said Miranda Kent the said Cicero Kent is seized of and has a legal right to the undivided one fourth part thereof and that the said Lucinda Barlow to the undivided one fourth part thereof, and the said Frank Kent to the undivided one eighth part thereof, and the said Don Kent to the undivided one eighth part thereof, and the said Lulu Kent to the undivided one eighth part thereof, and no reason appearing why partition should not be made. It is therefore ordered adjudged & decreed that the said Miranda Kent be endowed of the full equal one third part of said premises, and that subject thereto partition of said estate be made, and that an order is due to the sheriff of said County of Union commanding him that by the oaths of William Hoff, J. B. Martin and A. S. Mowry three judicious and disinterested freeholders of the vicinity, who are not akin to either party and who are hereby appointed commissioners for that purpose, he set off and assign dower to the said Miranda Kent according to Law and that by the like oaths of the said named commissioners the cause to be set off and divided to the said plaintiff, and to each

of the defendants the part and proportion of the said estate to which they are hereinbefore severally found entitled. And of his proceedings herein, the said sheriff is ordered to make due return thereof without unnecessary delay.

Afterward, on the 3 day of October A.D. 1887, the following Writ of Partition was issued by the Clerk of said Court to wit:

State of Ohio.

Union County, ss. To the Sheriff of said County: Greeting;

Writ of Partition No. 5331

We command you, That without delay, by the oaths of A.S. Mowry, William Hoff and Joseph P. Martin you cause to be set off and assigned to Miranda Kent widow of Hiram Kent 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 only, you cause partition to be made of the following real estate, situate in the County of Union and State of Ohio, to wit: Parts of survey Nos. 743 & 6233. Beginning at a Hackberry on the East Bank of Little Darby Creek and S.W. Corner to a tract of land conveyed to the said Hiram Kent by Alexander Shodgrass on the 26 day of June 1852 Thence with the line of said land connecting the course thereof  $65^{\circ} 4' E. 56^{\circ} 70' 0''$  poles to a stone in the center of the London and Marysville Road thence with the center of said road  $N. 75^{\circ} W. 20^{\circ} 2'$  poles to a stone in the line of land owned by Hiram Kent thence with his line connecting the course  $N. 66^{\circ} E. 105^{\circ} 5'$  poles to a stone in the line of Addison Bidwell's land thence with his line connecting the course  $S. 60^{\circ} E. 67^{\circ} 2'$  poles to a stone at the Post Road thence  $S. 47^{\circ} 2' W. 31'$  poles to a Honey Locust: Thence  $S. 56^{\circ} W. 62^{\circ} 2'$  poles to a sugar tree in the Banks of the Creek, Thence up the Creek with the meanderings thereof to the beginning containing 75 acres & 65 poles.

Also another tract of land part of survey 5743 and 6233 Beginning at two black ashes a Northwesterly corner to Hudsons Survey 6233 running with his line  $S. 8^{\circ} E. 106'$  poles to a stake in a prairie in said line thence  $S. 64^{\circ} 7' W. 156'$  poles to Honey Locust on the East bank of Little Darby Creek thence up the Creek with its with the meander thereof  $N. 52^{\circ} W. 11'$  poles to a Honey Locust in the Creek thence  $N. 6^{\circ} E. 106'$  poles to a black ash and elm thence  $64^{\circ} 7' E. 137'$  poles to the beginning being 48 acres in survey 5743 and 46 acres in survey 6233

Also another tract of land part of survey 6233 Beginning at a Hickory lower corner on Little Darby Creek to a lot of land conveyed by Alexander Shodgrass to Hiram Kent June 26-1852 Thence with the south waly of said land  $N. 66^{\circ} E. 32^{\circ} 40'$  poles to a stake thence south  $15^{\circ} 4' E. 39'$  poles to a maple and elm on the banks of said creek thence up the center of Little Darby creek to the beginning containing 4 acres. Also part of survey No. 6233 Beginning at a Honey Locust on the bank of the the creek thence  $N. 64^{\circ} 2' E. 56^{\circ} 2'$  poles to the center of the Road thence with the road  $S. 15^{\circ} E. 21^{\circ} 2'$  poles to a stake, thence  $S. 64^{\circ} W. 48'$  poles to the creek at a Hackberry, thence up the creek with the meanders thereof  $N. 33^{\circ} E. 10'$  poles thence  $N. 30^{\circ} W. 16'$  poles to the beginning containing 7 acres more or less.

Also the following tract of land part of survey No. 7916 Beginning at a stone N.E. corner to Hiram Kents land thence with one of his lines

J. 65 W. 38 poles  
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Sheriff's Return

No. 5331

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Com's Report

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S. 65° W. 58 poles + 7 links to a white ash corner to James McBloude land thence with his line N. 9° 30' E. 25 p. + 11 links to a stone thence E. 48 poles 21 links to a stone thence S. 6 E. 20 links to the place of beginning containing four acres more or less. Part of Survey 6233

Excepting from said land the following pieces of land Beginning at a stone the center of the Post Road at one of the borders to A. Bidwells land thence with one of his lines N. 6 W. 25 p. + 20 links to a stone the South bank of a Ditch thence with said ditch Bank S. 63° W. 13 p. + 5 links to a stone, thence S. 6 E. 28 poles to a stone to the center of the Post Road thence with the center of said Road N. 52 + 30' E. 13 p. + 23 links to the beginning containing two acres more or less to Howard Bidwell. Also one acre to the commissioners of Union County Ohio. part of Survey 5743 Beginning in the center of the East pier of the Bridge across Little Darby Creek on the Post Road at Chuekery thence N. 31 1/2° W. 20 poles to a stake near the bank of said Creek thence down the Creek with its meandering to the beginning containing one acre more or less. Subject to said Dower estate, among the persons named herein, and in the following proportions, to wit: To Ida M. Bidwell one eighth part, to Cicero Kent one fourth part, to Lucinda Barlow one fourth part, to Frank Kent one eighth part, to Julia Kent one eighth part, to Don Kent one eighth part, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain civil action, for Partition and Dower, wherein the said Ida M. Bidwell et al. are Plaintiffs, and Cicero Kent et al. 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 the Court of Common Pleas, at the Court House in Marysville, this 3<sup>rd</sup> day of Oct. A. D. 1887. Seal John L. Burgher Clerk.

Sheriff's Return.

Sheriff's Return

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of Andrew S. Mowry, William Poff and Joseph P. Martin causing Dower to be assigned to Marinda Kent widow of Diram Kent, deceased, and partition to be made of the premises in said Writ described; all of which will more fully appear by reference to the report of the said Commissioners, herewith returned. Given under my hand this 5<sup>th</sup> day of Nov. A. D. 1887. Service 30 Miles page 1.92 Executing Writ + Swearing Com. 1.20 Total 3.42 Commissioners, 34.25 M. Hopkins, Sheriff.

Commissioners Report.

Ida M. Bidwell et als } Union County ss.  
Against } Court of Common Pleas. In Partition  
Cicero Kent et als } and Dower.

Comrs Report

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 Marinda Kent as her Dower estate in said lands, in said partition described the following tract, to wit: Situate in the State of Ohio, County of

Union and part of Virginia Military Surveys No. 5743 and No. 6233. Described as follows Beginning at a stone witnessed by a white ash south easterly corner to lands of James M<sup>r</sup>. Clouds heirs in survey No. 6233 Thence S. 88° E. 40 <sup>70</sup>/<sub>100</sub> poles to a stone Thence S. 5° E. 79 <sup>70</sup>/<sub>100</sub> poles to a stake Thence S. 67° W. 148 poles to a stone Thence S. 52° E. 71 <sup>00</sup>/<sub>100</sub> poles to a Speanore on the left Bank of Little Darby Creek Thence up the Creek with the meanders thereof to a stone set by J. J. Cager as the corner between the lands of J. M<sup>r</sup>. Cloud and H. Kent Thence N. 9° E. 47 <sup>00</sup>/<sub>100</sub> poles to a stone Thence N. 67° E. 113 poles to a stake Thence N. 19° W. 30 poles to the beginning - containing 49 Acres more or less.

And we do make partition of the same subject to said dower estate as follows. We do set off and assign to Ida M. Bidwell (one of the children of George Kent died) as her share in said lands the following described tract. Situate in the State of Ohio and County of Union and part of Virginia Military Surveys No. 7716 and 6233 Beginning at a stone North east corner to Howard Bidwell's land on the South Bank of Patrick Run ditch and in the West line of said survey No. 7716 Thence with said line N. 5° W. 152 <sup>40</sup>/<sub>100</sub> poles to a stone a corner to said survey Thence N. 88° W. 48 <sup>60</sup>/<sub>100</sub> poles to a stone corner to Addison Bidwell's land in the east line of said survey No. 6233 Thence with said line S. 10° W. 25 <sup>70</sup>/<sub>100</sub> poles to a stone and ash a corner to the lands of James M<sup>r</sup>. Clouds heirs Thence S. 88° E. 40 <sup>70</sup>/<sub>100</sub> poles to a stone Thence S. 5° E. 165 poles to a stone in the center of the Post Road Thence with the center of said road N. 49° 30' E. 31 <sup>00</sup>/<sub>100</sub> poles to a stone corner to said Howard Bidwell's land. Thence with the line of said land N. 6° W. 28 poles to a stone. Thence N. 59° E. 13 <sup>20</sup>/<sub>100</sub> poles to the beginning. containing 20 Acres more or less. See from the dower estate of Marianda Kent we do set off and assign to Frank S. Kent (one of the children of George Kent died and who is named in the will as Frank Kent) as his share in said lands the following described tract. Situate in the State of Ohio and County of Union and part of Virginia Military Surveys No. 5743 and 6233 Beginning at a stone in the center of the Post Road and South west corner to Ida M. Bidwell's land Thence with the west line of said land N. 5° W. 25 <sup>70</sup>/<sub>100</sub> poles to a stone corner to Cicero Kent's land Thence with a line of said land S. 67° W. 37 <sup>70</sup>/<sub>100</sub> poles to a stone corner to Lucinda A. Barlow's land. Thence with the east line of said land S. 5° E. 98 poles to a stone in the center of said Post Road. Thence with the center of said road N. 57° E. 9 <sup>20</sup>/<sub>100</sub> poles to a stake Thence continuing with the center of said road N. 49° 30' E. 34 poles to the beginning. containing 20 <sup>00</sup>/<sub>100</sub> Acres more or less. See from the dower estate of Marianda Kent.

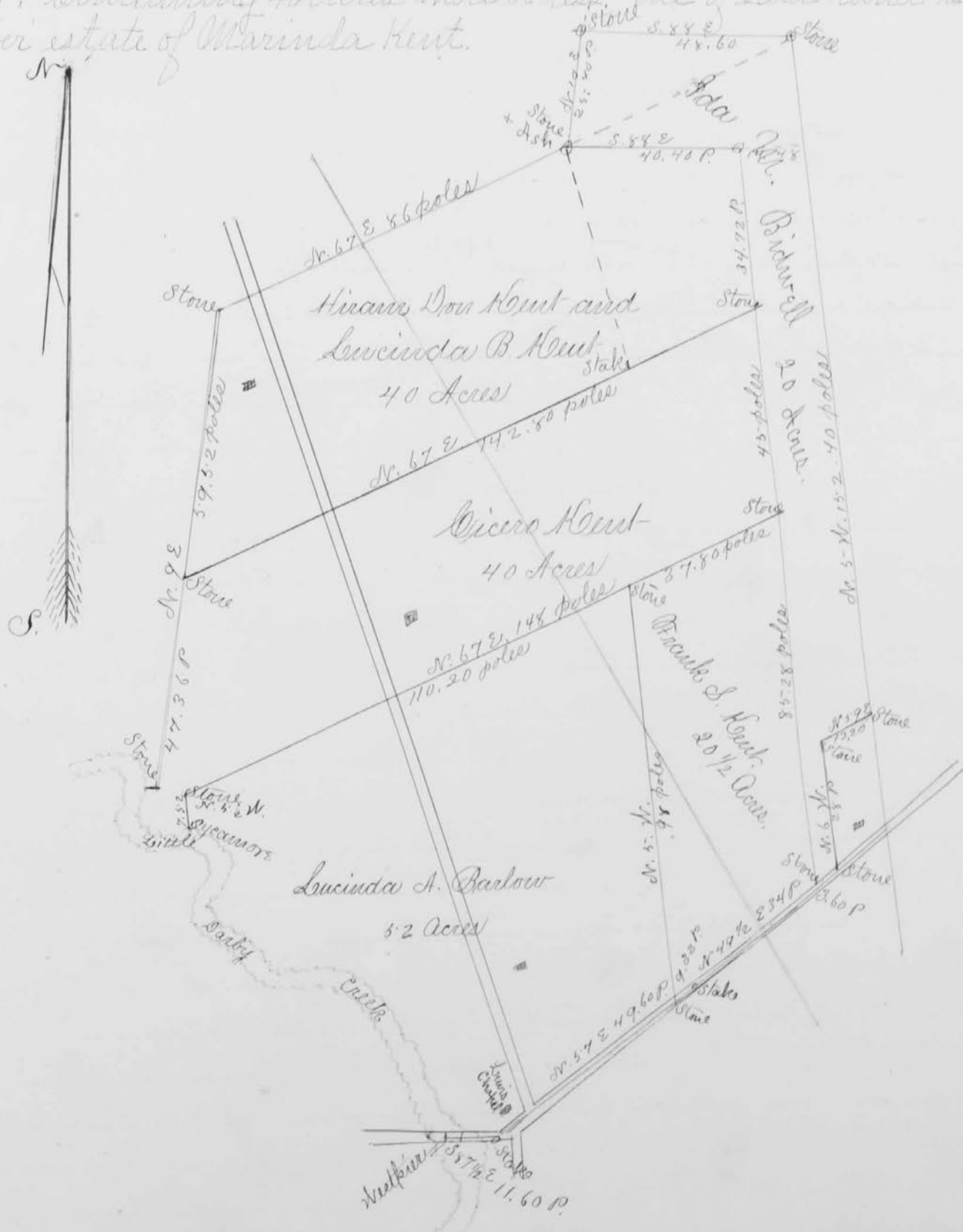
We do set off and assign to Hiram Don Kent and Lucinda B. Kent as tenants in common as their share in said lands the following described tract. (The said Hiram Don Kent is named in the will as Don Kent and the said Lucinda B. Kent is named as Julia Kent and they are the children of Charles Kent Dec<sup>d</sup>) Situate in the State of Ohio and County of Union and part of Virginia Military Survey No. 5743 and 6233 Beginning at a stone and ash a corner to lands of Ida M. Bidwell and the heirs of James M<sup>r</sup>. Cloud Thence with lines of said last mentioned lands S. 67° W. 86 poles to a stone Thence S. 9° W. 59 <sup>70</sup>/<sub>100</sub> poles to a stone corner to Cicero Kent's land Thence with a line of said land N. 67° E. 142 <sup>20</sup>/<sub>100</sub> poles to a stone in the line of said Ida M. Bidwell's land Thence with said line N. 5° W. 34 <sup>20</sup>/<sub>100</sub>

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poles to a stone Thence with another line of said land N. 88° W. 40 7/10 poles to the beginning containing 40 acres more or less. Subject to the dower estate of Marinda Kent upon 9 Acres of said premises. The balance is not subject to dower. We do set off and assign to Cicero Kent as his share in said lands the following tract. Situate in the state of Ohio and county of Union and part of Virginia Military Surveys No 5773 and 6233 Beginning at a stone on the left Bank of Little Darby creek and South East corner to the lands of the heirs of James McCloud Dead Thence with the east line of said lands S. 79° E. 47.22 poles to a stone corner to H. D. & L. B. Kents land. Thence with a line of said lands N. 67° E. 142.80 poles to a stone corner to said land in the west line of H. D. & L. B. Kents land thence with the west line of said Ida M. Bidwell's land S. 3° E. 45 poles to a stone corner to Frank S. Kents land Thence with a line of said land and continuing with the line of Lucinda A. Barlow's land S. 67° W. 148 poles to a stone corner to said Lucinda A. Barlow's land Thence S. 53° E. 57.00 poles to a Honey Locust (an old corner tree) Thence S. 5° 30' E. 2.00 poles to a sycamore on the left Bank of said Little Darby Creek Thence up the Creek with the meander thereof to the beginning, containing 40 Acres more or less. All of said land is subject to the dower estate of Marinda Kent.



Plat of the subdivision of the Hiram Kent farm made by Andrew S. Mowry, Surveyor. We do set off and assign to Lucinda A. Barlow (named in the writ as Lucinda Barlow) as her share in said lands the following

tract. Situate in the state of Ohio and Union County and part of Virginia Military Survey No. 6743 and 6233 Beginning at the center of the West Pier of the bridge over Little Darby Creek on the post road. Thence with the center of said road S. 87° 30' E. 17 1/2 poles to a stake Thence continuing with the center of said road N 57° E 49 1/2 poles to a stone corner to Frank S. Deuts Land Thence with the west line of said land N 5° W 78 poles to a stone corner to said land in the line of Cicero Kent's Land Thence with said line S. 67° W. 110 7/10 to a stone Thence S. 5° 30' E. 7 1/2 poles (passing a Honey Locust an old corner tree at 5 1/2 poles) to a sycamore on the left Bank of said Little Darby Creek Thence down said Creek with the meanders thereof (and with the New Channel at the place heretofore straightened by the Commissioners of Union County Ohio) to the beginning. Containing 5.2 acres more or less excepting the rights and privileges of Lewis Chapel at the intersection of the London Road and the said Post Road. - not subject to Dower.

Given under our Hands, this 15 day of October A. D. 1887.

Andrew S. Mowry, William Hoff, Joseph P. Martin, Commissioners.  
Seal and Boals.

A. S. Mowry Commissioner 3 days \$3.00 William Hoff 3 days \$3.00 J. P. Martin 3 days \$3.00 W. P. Brighter C. L. 3 days \$3.00 Same - assistant to Surveyor \$2.00 P. S. Mowry C. L. 3 days \$0.00 Cicero Kent Marker 3 days \$3.00 A. S. Mowry Surveyor 3 days \$2.00 Same for plat descriptions and Report \$23.25  
Total \$34.25

Afterward, on the 5 day of Nov. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. No. 5331  
 vs  
 Cicero Kent et al. vs  
 This day this cause came on to be heard upon the De-  
 murrer to the answer of Lucinda Barlow and the Court being fully advised  
 in the premises do sustain said Demurrer to the said answer and it ap-  
 pearing to the Court that said Defendant not desiring to further plead to  
 said Petition, said answer was thereupon dismissed at the costs of said de-  
 fendant Lucinda Barlow

Afterward, on the 11 day of November, A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. No. 5331  
 vs  
 Ida M. Bidwell et al. Plaintiff vs  
 Cicero Kent et al. Entry of Confirmation.  
 On motion to the Court by the plaintiff  
 and upon producing the return of the sheriff and the report of the Commis-  
 sioners heretofore appointed by the Court herein and the same having been  
 examined by the Court and found in all respects correct and in conformity  
 to law and the former orders of this Court the said proceedings and Report are  
 hereby approved and confirmed. It is therefore ordered and decreed that  
 the said Marinda Kent have and possess the lands so assigned to her as and  
 for her reasonable Dower in said premises and that the other said parties  
 hold in severalty the parts and premises so set off and assigned to each re-  
 spectively. And it is further ordered that the costs of this action including a  
 counsel fee of \$115 to J. M. Kennedy the atty for services herein taxed at \$

be paid by  
 1/2 of said co-  
 defendant Lu-  
 cinda Barlow  
 said costs  
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 P. D. Lowe,  
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 D. B. Fay and  
 No. 5284 On

Common  
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be paid by the said parties in the following proportions, to wit: The Plaintiff 1/8 of said costs. The defendant Cicero Kent 1/8 part part of the same. The defendant Lucinda Barlow 1/4 of said costs. Frank S. Kent by his Guardian Aaron Barlow who is made a party here to by the order of the Court 1/8 part of said costs. Lulu Kent whose proper name is Lucinda A. Kent and Don Kent whose proper name is Hiram Don Kent by their Guardian John F. Bennett the one eighth part each of said costs.

Attest John D. Burgher, Clerk.  
By Kellie 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 Sixth 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 seven. Heretofore, to wit, on the 1 day of March A.D. 1887, the following Petition was filed with the Clerk of the said Court, to wit:

Petition. R. D. Lowe, Plaintiff, against D. B. Fay and Mary A. Fay Defendants. Court of Common Pleas, Union County, Ohio.

No. 284 On the 22nd day of January A.D. 1887 at the January term of the Common Pleas Court of Delaware County, The plaintiff recovered a judgment against the defendant D. B. Fay, in the sum \$538.00 with interest from the first day of said term to wit January 3rd 1887, at eight per cent; which judgment is in full force, and wholly unpaid and unsatisfied. The Plaintiff afterward, caused an execution to be issued directed to the sheriff of said county of Delaware, upon said judgment against the property of the said D. B. Fay, which said execution was returned by said Sheriff indorsed as follows, to wit: State of Ohio, Delaware County ss. Received this writ March 15, A.D. 1887 at 12 o'clock A.M, and pursuant to its command after diligent search I find no goods, or lands or tenements upon which to levy this writ. William J. Davis, Sheriff.

And afterward to wit; on the 17th day of March A.D. 1887; plaintiff caused another execution to be issued, on said judgment, against the property of said defendant D. B. Fay directed to the Sheriff of Union County Ohio, and which execution for want of goods and chattels of the said defendant D. B. Fay, the sheriff of said county levied on the following described pieces or parcels of land, to wit: Situated in the Village of Marysville County of Union, and State of Ohio, and known as part of Survey No. 3354 and bounded and described as follows. Beginning at a stake in the east original line of said Survey No. 3354, and at low water mark on the South side of Mill Creek (at a stone in the bank of the creek, bears S. 8 1/2° E. 1 pole) Thence with said original line 8 1/2° E. 29 7/10 poles to a stone corner to P. Sanders lot of 2 1/2 acres; Thence with the North line of said lot and north line of Isaac Grumanowds lot of 2 1/2 acres N. 88 1/2° W. 61 poles and 23 links, to a stone corner to said Grumanowds lot line, the east line of John

Sutherland's land: Thence with his line N. 82° W. 67 1/2 poles to a stake in the South side of Mill Creek at low water mark a stone on the bank of the creek bears E. 82° E. 1/2 to poles to a hickory, bears from the stone N. 54° E. 3 links: Thence down the said creek with the meanders thereof at low water mark on the South side to the beginning containing 22 1/2 acres.

Also another tract situated in said village of Marietta, and in survey No. 3334 bounded, and described as follows being the E. 1/2 of lot No. 21 of the Subdivision of the Stovist farm made by John Bassil, to the plat of which reference is here made, recorded in plat book one page 28 and 29 of the recorder's office of said County containing 25 acres more or less, being same premises conveyed to G.A. Fay by said Andrew Kinshade by deed dated May 4<sup>th</sup> 1866 recorded in book 29 on page 226 of the records of deeds of Marion County, Ohio.

On the 29<sup>th</sup> day of January A.D. 1887 said defendant D. B. Fay being then the owner and holder of the legal title of the aforesaid described real estate, being the same property on which said Sheriff of Marion County has levied.

Said defendant D. B. Fay being then and ever since unable, except for such said property to pay said judgment of plaintiff, and his other debts.

Said defendant D. B. Fay with intent and for the purpose, as said defendant Mary A. Fay well knew, of hindering, delaying and defrauding the said plaintiff out of his said claim and judgment, and others the creditors of said defendant D. B. Fay out of their just claims against him did on said 29<sup>th</sup> day of January A.D. 1887 convey by deed, through an intermediate trustee, said herein described real property to his wife said defendant Mary A. Fay, for the grossly inadequate consideration to-wit: the sum of one dollar; whereas said property was worth the sum of \_\_\_\_\_ Dollars.

Wherefore plaintiff prays that said conveyance may be declared to be null and void and that said property be subjected to the payment of his said judgment. N. F. Overturf and H. S. Bulver Attorneys for Plaintiff. The State of Ohio.

Marion County, ss: N. F. Overturf being duly sworn, says that he is the attorney of the plaintiff R. D. Lowe, duly authorized herein, that the facts alleged in the foregoing pleading are within affiant's personal knowledge, and said plaintiff is not a resident of this county. And that the facts stated in the above pleading are, as affiant believes, true. N. F. Overturf

Sworn to before me, and signed in my presence this 21<sup>st</sup> day of March A.D. 1887. Seal J. L. Burquier, Clerk.

Execise

No. 5284

So Clerk: issue summons on the above entitled case, directed to Sheriff of Delaware County, Ohio indorsed Action for equitable relief to set aside deed and subject land to pay judgment according to law. N. F. Overturf and H. S. Bulver Attorneys for Pff.

summons

Afterward, on the 12 day of April, A.D. 1887, 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 Delaware Greeting: We command you to notify D. B. Fay and Mary A. Fay that they have been sued by R. D. Lowe in the Court of Common Pleas of Marion County, and that unless they answer by the 14<sup>th</sup> day of May A.D. 1887 the petition of said plaintiff against them filed in the Clerk's Office of said Court, such

Sheriff's return

No. 5284

Answer

No. 5284

petition will make due return on my hand and seal

Endorsed subject land. Said W. The State of Delaware. o'clock A.M. I served the return and went to the written copy of this residence. William

Afternoon filed with R. D. Lowe against D. B. Fay and Mary A. Fay and the execution to lands described 29<sup>th</sup> day of January and defendant D. B. Fay his wife said defendant's said petition second ground Mary A. Fay said Mary father's estate inherited estate the inherited hundred inherited sum of \$4 own separate Fay had a Mary A. Fay

petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 15<sup>th</sup> day of April A.D. 1887. Witness my hand and the seal of said Court, this 12<sup>th</sup> day of April A.D. 1887.  
 (Seal) J. L. Burgner, Clerk.

Sherriff's return.

Endorsed: In action for equitable relief and to set aside deed and to subject land to pay judgment. N. S. Overstreet and H. S. Huber Plaintiffs Attys  
 Said Writ returned and filed April 20<sup>th</sup> A.D. 1887, endorsed as follows, viz:

No. 5284

The State of Ohio,  
 Delaware County, ss. Received this Writ April 14<sup>th</sup> A.D. 1887, at 8-30 o'clock A.M. and pursuant to its command, on the 19<sup>th</sup> day of April A.D. 1887, I served the same by delivering to the within Defendant, D. B. Fay; a true and certified copy of this writ with the endorsements thereon and to the within defendant, Mary A. Fay, by leaving a true and certified copy of this writ with the endorsements thereon at her usual place of residence. Service 45-Mileage 1.28-Copy 50-Return 25-Total \$2.48  
 William J. Davis, Sheriff. By Stephen P. Shrall, Deputy.

Answer.

Afterward, on the 10<sup>th</sup> day of May A.D. 1887, the following answer was filed with the Clerk of said Court, to-wit:  
 R. D. Lowe, Plaintiff, } in the Court of Common Pleas of  
 against } Union County, Ohio.  
 D. B. Fay and Mary A. Fay, Defendants. } Answer.

No. 5284

1<sup>st</sup> Defense. The defendants Answer to the petition of Plaintiff and admit that the plaintiff obtained judgment against defendant D. B. Fay and the issuing of the execution to the sheriff of Delaware County and the return upon the same as alleged, and the issuing of the execution to the sheriff of Union County and the levy by him upon the lands described in the petition - and Defendants admit that on said 29<sup>th</sup> day of January A.D. 1887 said D. B. Fay was the owner of said premises and defendants admit that on said 29<sup>th</sup> day of January A.D. 1887, said defendant D. B. Fay conveyed said premises to the said Mary A. Fay his wife, through a trustee - as alleged in said petition. And defendants deny each and every allegation made and contained in said petition except as above expressly admitted. 2<sup>nd</sup> Defense - For second ground of Defense Defendants say - That said D. B. Fay and Mary A. Fay intermarried in the month of January A.D. 1874. That said Mary A. Fay in the year 1872 inherited and obtained from her father's estate the sum of Thirty Five Hundred Dollars. That she inherited in the year 1875 and received from her grand father's estate the sum of Sixty Dollars. That in the year 1880 she also inherited and received from her mother's estate the sum of Four hundred Dollars - That in the year 1883 and prior thereto she also inherited and received from the estate of Amelia Beck deceased the sum of Seventy eight Dollars - Said sums amounting in all to the sum of \$4,038<sup>00</sup> Dollars. That all of said sums of money was her own separate property, and in which her said husband said D. B. Fay had no interest or estate. Defendants further say that the said Mary A. Fay at the dates and times she so received the above sums of

money respectively lent each several amount to her husband D. B. Fay, with the express agreement and understanding between them that the said D. B. Fay should repay all of said moneys to her with interest. That the said D. B. Fay excepting within credits herein after given is now indebted to her for said money with the interest amounting to Seven Thousand Dollars and upwards. That for the purpose of repaying to her said several sums of money with the interest thereon, so far as he was able he has deeded to her through a trustee real estate in Delaware County, of the value of Twelve hundred Dollars and the tract of land described in plaintiffs petition of the value of not more than Two Thousand Dollars - but said tract is subject to the dower of the wife of Benjamin A. Fay deceased father of D. B. Fay, and which dower interest reduces the interest and estate so conveyed to said Mary A. Fay to the sum of Fifteen Hundred Dollars leaving still due and owing from said D. B. Fay to said Mary A. Fay on said indebtedness, and the interest thereon about Four Thousand Dollars.

The defendants therefore aver, that the conveyance by said D. B. Fay to said Mary A. Fay for the premises described in said plaintiffs petition was made in good faith and with the honest purpose of paying said indebtedness so far as the said D. B. Fay could pay the same, and for no other purpose and these defendants positively deny all allegations of fraud and dishonest purpose in making said conveyance. Wherefore defendants ask to be dismissed, and go hence and have judgment against said plaintiff for their cost herein expended. D. B. Fay and Mary A. Fay by J. C. Hill & Porter & Porter, Their Attorneys.

The State of Ohio,

Union County, ss. D. B. Fay being duly sworn, upon his oath says that he is one of the defendants in this action, and that the facts stated and allegations contained in the above and foregoing Answer of said defendants are true as he verily believes. D. B. Fay.

Sworn to by said D. B. Fay before me and by him subscribed in my presence this 10<sup>th</sup> day of May 1887. Jas. S. M. Campbell, Notary Public. Seal Notary fee 25¢, paid by D. B. Fay.

Afterward, on the 6 day of June, A.D., 1887, the following Reply was filed with the Clerk of said Court, to wit:

Reply, R. D. Lowe, Plaintiff, Against D. B. Fay and Mary A. Fay, defendants. Court of Common Pleas, Union County, Ohio. Now comes said Plaintiff R. D. Lowe and by leave of Court first obtained filed this his reply to defendants answer herein, and says he admits that said defendants have intervened and admits that said defendant D. B. Fay has heretofore conveyed certain real estate to said defendant Mary A. Fay by his wife, which said real estate is located in Delaware County Ohio, and of two parcels conveyed by two several deeds dated respectively July 16<sup>th</sup> 1885 and January 26<sup>th</sup> 1887, and says the true and just value of said real estate is now and at said dates of conveyance was worth much more than \$1200 in cash; and that said conveyances so made by said defendant D. B. Fay, with intent to hinder, defeat, defraud & delay the creditors of said D. B. Fay in the collection of their just claims against him. Plaintiff denies that said defendant Mary

Fay ever... \$4038 at the... that the same... on. And de... ances nam... in any su... tract of land... on the contr... to wit; more... Fay said le... iff denies th... Plaintiff... answer not... The State of... Delaware... attorney of... lowe is not... leading a... Shown... Q. D. 1887... Deal

after... made on the... R. D. Low... vs... D. B. Fay... upon the p... till there to... being fully... with the... fore dism... defendant... considered... costs herei... gave notice... the court f...

Pleas... begun and... for the bou... trict of the... thousand... ay of Sep

... pay over by express agreement - said sum of money amounting to \$4038. at the times stated in said defendants answer with the understanding that the same should be repaid to defendant Mary A. Fay with interest thereon. And deny that said D. B. Fay is now or was at the time of said conveyances named in plaintiffs petition or herein indebted to said Mary A. Fay in any sum of money whatever. Plaintiff denies that the value of said tract of land described in the petition herein, is not more than \$2500 but on the contrary say said land is valuable & worth a large sum of money to wit: more than \$4500 and that if the same is subject to the dower of Fay said lands are worth a large sum of money in excess of \$1500 Plaintiff denies that said dower is one fourth of the value of said real estate.

Plaintiff further denies each and every allegation made in defendants answer not herein admitted to be true.

U. S. Overturf Plaintiffs Attorney.

The State of Ohio,  
Delaware County, ss.

U. S. Overturf being sworn, says that he is the attorney of the plaintiff duly authorized herein, that the plaintiff R. D. Low is not a resident of this county. And the facts stated in the above pleading are as affiant believes true. U. S. Overturf.

Sworn to before me and signed in my presence this 4<sup>th</sup> day of June A. D. 1887. Henry H. Beecher, Notary Public in & for Delaware County Ohio.  
Deal } 40 cts. pd. by Plff.

Afterward, on the 24<sup>th</sup> day of Nov. A. D. 1887. The following Entry was made on the Journal by the Clerk of said Court to wit:

Entry  
No. 5284

R. D. Low vs D. B. Fay & Mary A. Fay } This day this cause came on to be heard upon the petition of plaintiff, the answer of defendants, the reply of plaintiff thereto, and the testimony, and was argued by counsel, and the Court being fully advised in the premises do find the equities of the case to be with the said Mary A. Fay and said D. B. Fay, and the Court therefore dismiss the petition of plaintiff and the Court find that the defendants ought to pay the costs of this proceedings. It is therefore considered and adjudged that the plaintiff recover the defendants his costs herein expended taxed at \$ And thereupon the plaintiff gave notice of his intention to appeal this cause to the circuit court, and the court fix the amount of the appeal bond at \$100.

Attest, John L. Burquer, 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 Mansfield within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord one thousand eight hundred and eighty seven, heretofore, to wit, on the 2<sup>nd</sup> day of Sep. A. D. 1887, the following Petition was filed with the Clerk of said

court, to-wit:

Emma D. Woolley, Plaintiff.

Union County Ohio Court of Common Pleas.  
Petition.

Petition

Lincoln Woolley, Defendants.

Plaintiff says that she has been a resident of the State of Ohio for more than a year past and is now a bona fide resident of Union County, Ohio. She further says that on the 15<sup>th</sup> day of October A.D. 1881 at Logan County Ohio. She was lawfully married to the defendant, whom she prays may be made a party defendant herein. Plaintiff says that she has always conducted herself toward the defendant as faithful and obedient wife yet he has been guilty of gross neglect of duty toward your Petitioner failing to furnish any thing toward her support whatever. Plaintiff further says that the defendant during the time she lived with him was guilty of extreme cruelty in this, to-wit: That the plaintiff was often in feeble health and when in that condition the defendant would abuse her by using profane and indecent language to her and would call her indecent names and use indecent epithets to her the plaintiff. That during their married life they had born to them one child Ethel M. Woolley aged now five years. Plaintiff therefore prays that upon the final hearing of this petition she be divorced from the said Lincoln Woolley and that she be deemed the custody care control and education of said child Ethel M. Woolley and for all her relief.  
J. W. Kennedy, Atty for Plff.

No. 5367

State of Ohio

Union County, ss Emma D. Woolley being duly sworn says the facts and allegations of the foregoing Petition are as she believes true. Emma Woolley.  
Sworn to and subscribed by the said Emma D. Woolley this 2<sup>d</sup> day of September A.D. 1887. Wm. Smith, J.P.

Afterward, on the 2<sup>d</sup> day of Sep. A.D. 1887, the following Affidavit was filed with the clerk of said court, to-wit:

affidavit

Emma D. Woolley, Plaintiff.

Union County Court of Common Pleas.  
Affidavit.

Lincoln Woolley, Defendant. Emma D. Woolley the Plaintiff being by me first duly sworn says that said Defendant Lincoln Woolley is a non resident of the County of Union, Ohio, and that his place of residence is to this Plaintiff unknown and that she has used diligence to find his whereabouts but without avail. That on or about October A.D. 1884 said defendant left his place of residence in Union County, Ohio, and has gone to parts unknown to this Plaintiff, and that she is unable to serve said defendant by summons in the State of Ohio, and that this action is one mentioned in section 5048 of the Revised Statute and further affiant saith not.  
Emma Woolley.

Sworn to by the said Emma D. Woolley before me this 2<sup>d</sup> day of September A.D. 1887. Wm. Smith, J.P.

Afterward, on the 1<sup>st</sup> day of Nov. A.D. 1887, the following Legal Notice was filed with the clerk of said court, to-wit:

Legal Notice

Emma D. Woolley, vs Lincoln Woolley.  
Union County, Ohio, Court of Common Pleas.

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Lincoln Woolley, whose place of residence is unknown to the plaintiff, will take notice said plaintiff, Emma D. Woolley, filed her petition in the Court of Common Pleas of Marion County, Ohio. The object and prayer of which is for Divorce from said defendant and custody of Ethel, their infant child. Unless said defendant answer said petition by the 22d day of October, said petition will be held true, and decree taken accordingly. J. M. Kennedy, Atty. Emma D. Woolley.

September 6, 1887-67.

The State of Ohio.

Marion County, s.s. The undersigned, being duly sworn, says, that a copy of the annexed notice was published for six consecutive weeks in the "Marionville Tribune", a newspaper of general circulation in the County of Marion, the first publication beginning with Sept 6, 1887. W. DeHeazer, sworn to and subscribed before me, this 1st day of Nov. 1887.

Seal

John L. Buzgner, Clerk.

Afterward, on the 1st day of Nov. A. D. 1887, the following entry was made on the Journal by the Clerk of said Court, to wit:

Emma D. Woolley.

Entry.

vs  
Lincoln Woolley. This day this case came on for hearing upon the Petition of the plaintiff. The defendant being in default for answer and the Court being fully advised in the premises do find for the plaintiff. First: That the parties were married, as stated in the petition.

Second: That due legal notice had been had upon the defendant as required by statute. Third: That the defendant had been guilty of Gross neglect as alleged in the petition for more than three years last past. It is thereupon considered and adjudged by the Court that the marriage relations heretofore existing between the parties be entirely dissolved forever and that the plaintiff be fully divorced from the defendant and that she have the custody care and control of their infant child, Effie M. Woolley and that the defendant be allowed to visit said child at all proper times and that she recover her costs herein taxed at \$

Attest. John L. Buzgner, Clerk  
By Nellie Rowley, Deputy.

Clerk before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marionville, within and for the County of Marion 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 seven. Therefore

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Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union of the Third Sub-division of the Fourth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven.

On the 26<sup>th</sup> day of Oct. A.D. 1887, the following Petition and answer in Cognovit was filed with the clerk of said Court, to wit:

Petition

M. Seligman } The State of Ohio, Union County, ss.  
vs } In the Court of Common Pleas.  
J. S. Bristle } Civil Action For Money Due.

The above named Plaintiff say that there is due to M. Seligman from J. S. Bristle, Defendant, on a promissory note made by the Defendant J. S. Bristle dated the 1<sup>st</sup> day of December A.D. 1886, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Thousand Dollars and - cents with interest thereon from the 1<sup>st</sup> day of December A.D. 1886. 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 ask judgment against said Defendant for the sum of One Thousand Dollars and with interest from the First day of December A.D. 1886. Beatty & Johnson, Attys for Plffs.

The State of Ohio, }  
County, ss. } S. A. Johnson one of the attorneys of the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff is a non Resident and now absent from the State of Ohio.

S. A. Johnson.

Subscribed by said S. A. Johnson in my presence and sworn to by him before me, this 26 day of October A.D. 1887.

John L. Burgner, Clerk,  
December 1<sup>st</sup> 1886.

copy of note

\$1000

Ninety days after date, for value received, I promise to pay to the order of M. Seligman one thousand Dollars, with interest at the rate of 8% per cent. per annum, at Huntsville, Logan County, Ohio, and I 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 me in favor of the holder hereof for the amount there appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal. J. S. Bristle (debt)

answer

M. Seligman } In Court of Common Pleas.  
vs } Union County, ss.  
J. S. Bristle } Defendants Answer

And now come J. S. Bristle the above named Defendant by the undersigned D. W. Ayers, her 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 Eleven Hundred forty - Dollars and - 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

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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.  
Oct. 26. A.D. 1887  
D. W. Ayers, Atty for Deft.

Afterward, on the 26 day of Oct. A.D. 1887, the following Entry was made on the Journal, by the Clerk of said Court, to-wit:

Entry.

M. Seligman vs J. S. Bristle  
Entry.  
This day came the Plaintiff by Beatty & Johnson, Attorneys 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 \$1140.<sup>00</sup> It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$1140 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a petition in error are waived.

Attest. John L. Burgher, Clerk.  
By Kellie Roudy Deputy.

Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24 day of October in the year of our Lord, one thousand eight hundred and eighty seven.

On the 26 day of Oct. A.D. 1887 the following Petition and Answer are brought was filed with the Clerk of said Court, to-wit:

Petition

M. Seligman vs J. S. Bristle  
The State of Ohio, Union County, ss.  
In the Court of Common Pleas.  
Petition. Civil Action for Money Only.  
The above named Plaintiff says that there is due to M. Seligman from J. S. Bristle Defendant, on a promissory note made by the Defendant, J. S. Bristle dated the 25<sup>th</sup> day of October, A.D. 1886, which note with the warrant of attorney thereto annexed, is hereto attached, the sum of Five Hundred Dollars and with interest thereon from the 25<sup>th</sup> day of October A.D. 1886. 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 ask judgment against said Defendant for the sum of Five Hundred Dollars and — cents, with interest from the 25<sup>th</sup> day of October A.D. 1886.  
Beatty & Johnson, Attys for Plff's.

The State of Ohio, Logan County, ss. S. A. Johnson one of the Attys of the above named Plaintiff being duly sworn, says that he believes the statement in the

foregoing Petition to be true. He further says that the said Plaintiff is a non-resident of the State of Ohio & is now absent from the same. S.A. Johnson.

Subscribed by said S.A. Johnson in my presence and sworn to by him before me, this 26 day of October A.D. 1887. John L. Burgner, Clerk.

Copy of Note.

\$500

October 25<sup>th</sup> 1886.

Thirty days after date, for value received, I promise to pay to the order of M. Seligman, Five Hundred Dollars, with interest at the rate of 8% per cent per annum at Huntsville, Logan County, Ohio, and I hereby authorize any Attorney at Law to appear in any Court of Record in the United States, after the above obligations become due and waive the issuing and service of process and confess a judgment against me 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. S. Bristle. (Seal)

M. Seligman vs The Court of Common Pleas

Answer.

J. S. Bristle

Union County, ss.

Defendants Answer.

And now come the above named Defendant by the undersigned D. W. Ayers her Attorney, and waives the issuing and service of process in this case, and consent that judgment be entered therein 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 \$540 Dollars and 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. Oct. 26, A.D. 1887 D. W. Ayers Atty for Def't

Afterward, on the 26 day of Oct. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

Entry. This day came the Plaintiff by Beatty & Johnson Attorneys 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 \$540. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$540 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a petition in error are waived.

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

Pleas begun and by the County Court of the State of Ohio, the Clerk of said Court, M. Seligman vs J. S. Bristle. The Defendant M. Seligman and \$1000 per centum per annum. The State of Ohio authorized that he believe to be true.

Petition

Copy of Note.

Answer.

Subscribed by him for \$1000. This is the order of the Court of Record due, and in against and due, together with all M. Seligman vs J. S. Bristle. And the undersigned service of process herein in the sum of amount ap

Pleas before His Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth 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 seven. On the 26 day of October A.D. 1887, the following Petition and Answer for Cognovit was filed, with the clerk of said Court, to wit:

Petition

M. Seligman vs J. L. Bristle  
The State of Ohio, Union County, ss.  
In the Court of Common Pleas.  
Petition.

The above named plaintiff say that there is due from J. L. Bristle the Defendant, on a promissory note made by the defendant M. Seligman dated the 1<sup>st</sup> day of February A.D. 1887, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of One thousand and <sup>00</sup>/<sub>100</sub> dollars and - cents, with interest thereon at 8 of per centum per annum, from the 1<sup>st</sup> day of February A.D. 1887. 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 ask judgment against said defendant for the sum of One thousand dollars with interest thereon from the First day of February A.D. 1887 at the rate of 8 of per centum per annum. Beatty & Johnson, Attys for Pliffs.

The State of Ohio, Logan County, ss.: S. A. Johnson being duly sworn, says he is the duly authorized attorney for the Plaintiff M. Seligman. Affiant further says that he believes the statements and allegations in the foregoing petition to be true. And that said Plff is a nonresident of the State of Ohio.  
S. A. Johnson

Subscribed by said S. A. Johnson in our presence and sworn to by him before me, this 26 day of Oct. A.D. 1887. John L. Bingham Clerk  
February 1<sup>st</sup> 1887.

copy of note

Thirty days after date, for value received, I promise to pay to the order of M. Seligman one thousand Dollars, with interest at the rate of 8 of per cent per annum, at the law office of W<sup>m</sup> Beatty, Huntsville, O. and I 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 me 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. L. Bristle [Seal]

Answer

M. Seligman vs J. L. Bristle  
In the Court of Common Pleas.  
Union County, ss.  
Defendant's Answer.

And now come J. L. Bristle the above named Defendant by the undersigned D. W. Ayers her Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiffs the holder of the note described in Plaintiff's petition, and against the above named Defendant for the sum of One Thousand and Sixty Dollars and - 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 of 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.

Oct. 26 A.D. 1887

D. W. Ayers. Atty for Deft.

Afterward, on the 26 day of October A.D., 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

M. Seligman

vs  
This day came the plaintiff by Beatty & Johnson attorneys, J. L. Bristle, 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, as is alleged in said Plaintiff's petition, the sum of \$1060.

It is therefore considered that said Plaintiff do recover of said Defendant the sum of \$1060 so as aforesaid confessed to be due, together with costs herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest. John L. Bingham, Clerk.  
By Willie 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 Sixth 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 seven. On the 26 day of Oct. A.D. 1887 the following Petition and Answer In Requisition was filed with the Clerk of said Court, to-wit:

Petition.

M. Seligman

vs

J. L. Bristle

The State of Ohio: Union County, ss.

In the Court of Common Pleas.

Petition.

The above named plaintiff say that there is due from J. L. Bristle Defendant, on a promissory note, made by the defendant, payable to M. Seligman dated the 25<sup>th</sup> day of October A.D. 1886, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of one thousand dollars with interest thereon at 8% per centum per annum, from the 25<sup>th</sup> day of October A.D. 1886. 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 ask judgment against said defendant for the sum of one thousand dollars, with interest thereon from the 25<sup>th</sup> day of October A.D. 1886 at the rate of 8% per centum per annum. Beatty & Johnson Attys for Plffs.

The State of Ohio:

Logan County, ss:

S. A. Johnson being duly sworn says he is the duly authorized attorney for the Plaintiff M. Seligman who is a non-resident

of the State of Ohio and alligationes factae by him before

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copy of note.

order of M. Seligman of 8% per centum per annum. I hereby authorize the issuing of a writ in favor of M. Seligman with costs and right of appeal.

Answer.

vs  
J. L. Bristle  
And a warrant of attorney under my hand and seal in the service of process herein described in favor of said Defendant for costs and also against Defendant, and all errors committed and levied on by virtue of any execution issued on the judgment in this case is hereby waived.

Afterward, on the 26 day of October A.D., 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

M. Seligman  
vs  
J. L. Bristle  
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, as is alleged in said Plaintiff's petition, the sum of \$1060 so as aforesaid confessed to be due, together with costs herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

of the State of Ohio. Affiant further says that he believes the statements and allegations in the foregoing petition to be true. S.A. Johnson.  
Subscribed by said S.A. Johnson in my presence, and sworn to by him before me, this 26 day of October A.D. 1887.

John L. Burgoyne, Clerk.

October 25<sup>th</sup> 1886.

\$1000.

Ten days after date, for value received, promise to pay to the order of M. Seligman one thousand dollars, with interest at the rate of 8% per centum per annum, at Hurtsville Logan County Ohio, and I 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 me 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.

M. Seligman

J. S. Bristle (Seal)  
In Court of Common Pleas.  
Union County, ss.

J. S. Bristle Defendant's Answer.

And now come J. S. Bristle the above named Defendant by the undersigned D. W. Ayers her Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered hereon in favor of the above named Plaintiff the holder of the note described in Plaintiff's petition, and against the above named Defendant for the sum of Ten Hundred and eighty Dollars and 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.

Oct. 26. A.D. 1887

D. W. Ayers, Atty for Deft.

Afterward, on the 26 day of Oct. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

M. Seligman

Journal Entry.

J. S. Bristle

This day came the plaintiff, by Beatty & Johnson, attorneys, 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 warranty of attorney confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of \$1080<sup>00</sup>. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$ 1080. so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a petition in error are waived.

Attest John L. Burgoyne, Clerk.

By Nellie Robey, Deputy

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Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas begun and held at the Court House, in the town of Marysville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 24 day of October, in the year of our Lord, one thousand eight hundred and eighty seven. On the 26 day of Oct. A.D. 1887 the following Petition and Answer for Loganovit was filed with the Clerk of said Court, to wit:

Petition

M. Seligman vs J. L. Bristle  
The State of Ohio, Union County, ss.  
In the Court of Common Pleas.  
Petition.

The above named plaintiff say that there is due from J. L. Bristle the Defendant, on a promissory note made by the defendant payable to M. Seligman dated the 1st day of January A.D. 1887 which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Thousand dollars and — cents, with interest thereon at 8 of per centum per annum from the 1st day of January A.D. 1887. 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 ask judgment against said defendant for the sum of One Thousand dollars and — cents with interest thereon from the 1st day of January A.D. 1887 at the rate of 8 of per centum per annum.  
Beatty & Johnson, Attys for Plffs.

The State of Ohio, Logan County, ss.: S. A. Johnston being duly sworn, says, the plaintiff M. Seligman is a non-resident of the State of Ohio, that said affiant is one of his attorneys. Affiant further says that he believes the statements and allegations in the foregoing petition to be true. S. A. Johnston.

Subscribed by said S. A. Johnston in my presence, and sworn to by him before me, this 26 day of Oct. A.D. 1887. John L. Burgner, Clerk.

Copy of Note

\$1000  
Sixty Days after date, for value received, I promise to pay to the order of M. Seligman one thousand Dollars, with interest at the rate of 8 of per cent per annum at Huntsville Logan County, Ohio, and I 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 me 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. L. Bristle Seal

Answer

M. Seligman vs J. L. Bristle  
In Court of Common Pleas, Union County, ss.  
Defendants Answer.

And now come J. L. Bristle the above named Defendant by the undersigned D. W. Ayers her 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 Ten hundred & sixty Dollars and 73/100 cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and defendant's right to appeal and to the appeal

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Oct. 26 A.D. 1887

D. W. Ayers Atty for D. ft.

Afterward, on the 26<sup>th</sup> day of Oct A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

M. Seligman

Journal Entry

Entry.

This day came the plaintiff by Beatty + Johnson attorneys 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 \$1060<sup>73</sup>/<sub>100</sub>. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$1060<sup>73</sup>/<sub>100</sub> so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a Petition in error are waived.

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

Was before His Honor, John A. Cress, Judge of a Court of Common Pleas begun and held at Court house, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Eastern Judicial District of the State of Ohio, on the 24<sup>th</sup> day of Oct. in the year of our Lord, one thousand eight hundred and eighty seven. Herefore, to wit: on the 21<sup>st</sup> day of Feb. A.D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

Petition.

J. S. Hill and J. J. Hill, Plaintiffs,

Court of Common Pleas,  
Union Co. Ohio.

vs  
L. L. Bell, E. A. Bell, Defts.

upon before O. B. Martin a justice of the Peace in said County, in an action wherein said J. S. J. Hill were Plaintiffs and said L. L. + E. A. Bell were defendants is hereto attached - and made a part hereof and plaintiffs say said note came into their possession in the usual course of trade - and for a full and valuable consideration - and that they purchased said note before the same become due that they are the true & lawful owners and holders thereof - and that no part thereof has been paid - and that there is now due thereon the sum \$56.50

Wherefore Plaintiffs ask judgment against said defendants for said sum of \$56<sup>50</sup>/<sub>100</sub> with interest at 8 per cent from Nov. first 1886.

P. R. Kerr, Attys for Plaintiffs.

State of Ohio,  
Union County, ss.

P. R. Kerr being sworn says he is the atty. for Plaintiffs in this action and says that this action is founded on a prom-

every note which is in his hands for collection - and that the statements in the foregoing petition are true. P. R. Kerr.

Witness my hand and subscribed in my presence this 21<sup>st</sup> day of Feb. 1887.   
 J. D. Burghner, Clerk.   
 Leesburg T. P. Dec. 14<sup>th</sup> 1885.

On the first day of November, 1886, we promise to pay C. B. Harmon or Bearer, Fifty Five and 2/3 Dollars. for value received, with 6 per cent. interest before due, and eight per cent. after due; interest to be paid annually. S. S. Bell Seal. C. A. Bell Seal.

Afterward, on the 1<sup>st</sup> day of April, A. D. 1887, the following Motion was filed with the Clerk of said Court, to-wit:

Motion. J. C. Gill Plaintiff. vs S. S. Bell Debt. Court of Common Pleas Union County, Ohio. Motion. The defendant now comes and asks an order of the Court to require the plaintiff to give a copy of the note sued on herein in his petition. D. W. Arpers, Attorney for Debt.

Afterward, on the 24<sup>th</sup> day of May, A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. J. C. Gill et al. vs S. S. Bell et al. No. 5240. This cause came on to be heard on motion of Debt to require the Plaintiffs to reform their petition by attaching thereto a copy of the note sued upon. was argued by counsel - and the Court being fully advised overruled said motion - to which debt excepted and asked and obtained leave to answer by May 25<sup>th</sup> 1887.

Afterward, on the 8<sup>th</sup> day of June, A. D. 1887, the following Answer was filed with the Clerk of said Court, to-wit:

Answer. S. S. Bell and C. A. Bell Defendants. vs J. C. Gill Plaintiff. Court of Common Pleas Union County, Ohio. Answer. The defendants now come and for their answer herein say - they deny that the plaintiff is the owner and holder of the note described in the Petition, and deny that he purchased the same for a valuable consideration before the same became due and denies that he is an innocent purchaser thereof. 2. The said note was given by the defendants to C. B. Harmon without any consideration whatever. but was obtained in the manner following to-wit: On the 14<sup>th</sup> day of Dec. 1885 C. F. Woodruff represented to the defendant S. S. Bell that he was the Agent of the Great Western Bohemian Oats and Meal Company which he said was incorporated under the laws of Ohio and was responsible and able to perform all of its contracts said. Proposed to sell Ten Bushels of Red Line Wheat for defendant S. S. Bell on or before the first day of October 1886 at Fifteen Dollars per bushel less 33 1/3 per cent. commission. Upon which proposition the said defendant S. S. Bell relying on said representations and believing them to be true - that the wheat to be sold was then sown and growing in the ground. And said Woodruff delivered to defendant the Bond

of said bond then growing per bushel of note without tract and time to which they said time to Bell says ed and av ceased to ex defendant by said pre note from to comply void as ag contract. Mo 13 Liabile incorp ing this tion value from any they may party - Do S. S. Bell of per bushel day of Oct 1886 incident. Defe his Answer not a cont trust as said grain contrary to the defen party thro The said party was good faith false, and which the execute an said comp ten Dolla ion. on or tions were well knew

of said company duly executed binding it to sell Ten Bushels of the wheat then growing on or before the first day of October 1886 for Fifteen Dollars per bushel less 33 1/2 cents commission and at the same time delivered said note without any consideration whatever - That by the terms of said contract and by said representations the said company was within said time to come to the residence of defendant S. L. Bell and get said grain, which they never did, although he had said grain ready during all of said time at his residence in Union County Ohio. This defendant S. L. Bell says he would have made a tender of said grain but was informed and avers that long before the 1<sup>st</sup> of October 1886 said company had ceased to exist and it was impossible for any tender to be made. And defendant says he has since learned that this was a scheme and trick by said pretended company through their said Agent to obtain said note from him against public policy and against law without the intent to comply with the terms of said Bond and note and bond are both void as against public policy and against law and was a gambling contract. Said Bond reads as follows -

No 13  
 Liabilities, \$20000  
 Incorporated under the laws of the State of Ohio. All persons accepting this Bond acknowledge that the grain was bought at a speculation value and free all officers agents and stock holders of this company from any liability further than double the amount of capital stock they may hold - The Great Western Bohemian Oats and Cereal Company - Do hereby agree to sell Ten Bushels of Red Line Wheat for Mr. S. L. Bell of Leesburg Township Union County Ohio at Fifteen Dollars per bushel less 33 1/2 cents per bushel commission on or before the first day of October 1886.  
 C. L. Harmon Pres.  
 This Bond is void without seal and signature of this defendant.

Defendant S. L. Bell makes this copy of said Bond as part of his answer - That the representations and acceptance aforesaid was not a contract in fact but it was a wager for \$52.50 with the interest as stated in said note - that the said company would sell said grain as aforesaid, and was a gambling or gaming contract contrary to law and against public policy and is void. For a further defendant S. L. Bell says the note was obtained from by said company through false and fraudulent representations, to wit:  
 The said company by their agent aforesaid that said company was responsible and able to perform all of its contracts and in good faith willing to perform all its said contracts which was false, and which said agent & company knew to be false and of which this said defendant was ignorant - and if defendant would execute and deliver to said Agent and Company his said note the said company would bind itself to sell Ten Bushels of wheat at Fifteen Dollars per bushel of Red Line wheat less 33 1/2 per cent commission on or before the first day of October 1886 - That said representations were false and fraudulent as said Agent and Company well knew, and said false and fraudulent representations were

...made to obtain said note, and was a scheme and trick to defraud and cheat said defendant S. L. Bell, without intending to fill and perform said contract. And the defendant says he delivered said note with E. A. Bell his security and at the same time Woodruff delivered said Bond so copied herein as aforesaid and no other consideration passed for said note - since then said Company by agent or otherwise has sold or offered to sell said wheat or any part thereof although the defendant S. L. Bell has ever since been ready able and willing on his part. That in and around the plaintiff's place of business in Richwood Ohio notes taken in pursuance of the fraud-ulent contract or trick and scheme aforesaid were known as wheat notes which name indicated the aforesaid scheme and fraud to procure the same. That it was well known to the plaintiff that the said J. J. Woodruff of said Richwood Ohio was an agent for said company procuring notes as aforesaid. That the plaintiff purchased said note from said Woodruff well knowing that he was such agent and well knowing said note was a wheat note. The defendant says the plaintiff when he obtained possession of said note knew it had been obtained in the manner aforesaid and he is not a bona fide holder thereof for an value in the usual course of business. Defendant prays judgment for costs.

D. W. Ayers, Atty for Deft.

State of Ohio.

Union County, ss. S. L. Bell being duly sworn says he is one of the above named defendants that the facts stated and allegations in the foregoing answer are as he believes true.

S. L. Bell

Sworn to before me and signed in my presence this 8<sup>th</sup> day of June 1887.  
J. L. Bingham, Clerk.

Afterward, on the 17<sup>th</sup> day of Nov. A. D. 1887, the following Entry was made by the Journal by the Clerk of said Court, to-wit:

Entry.

No. 5240  
This day this cause came on to be heard upon motion of the Plaintiff for judgment against the Defendants, and upon consideration whereof and the Defendants consenting and agreeing thereto it is ordered and adjudged by the Court that the Plaintiffs J. E. Bell and J. J. Bell recover of the Defendants, S. L. Bell and E. A. Bell the sum of \$59.80 - the amt. now due upon the note sued upon - and recover his costs expended in this court and before the Justice of the Peace judgment to bear 8 per ct. interest until paid.

Attest. John L. Bingham, 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 Mariusville, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit: on the 9<sup>th</sup> day of July A. D. 1887, the following Petition was filed with the Clerk of said Court...

Michael O B...  
Petition vs  
E. O. Lincoln  
No. 5347  
Plaint  
A. D. 1886.  
The Plaintiff  
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Petition

No. 5349

Michael O'Brien, Plaintiff,

vs  
E.O. Lincoln & Co. Defendants.

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

Petition

Plaintiff says that at the May Term of the Court of Common Pleas, A.D. 1886, said defendants E.O. Lincoln & Co. obtained a Judgment against the Plaintiff and his Co. Defendant in said suit E.P. Houghton for the sum of \$1353.<sup>00</sup> on the first of June A.D. 1886. That there is a balance of said Judgment of \$776.<sup>82</sup> remaining unpaid upon said Judgment with 8 per cent int. from June 1<sup>st</sup> 1886 and that upon the 2<sup>nd</sup> day of May A.D. 1887 execution issued from said Court of Common Pleas for said sum of \$1353.<sup>00</sup> less credit of \$578.<sup>18</sup> and costs taxed at \$32.<sup>00</sup> and was directed to the sheriff of Union County Ohio, and that on the 4<sup>th</sup> day of May 1887 said sheriff levied said writ of execution upon the lands of the Plaintiff Michael O'Brien advertised and sold all of the land described in said writ against the protest of the said plaintiff and contrary to his wish and consent on the 18<sup>th</sup> day of June A.D. 1887 and that said E.O. Lincoln & Co. are now threatening to have said sale of said real estate confirmed by the said court.

Plaintiff further says that said judgment was obtained by the said E.O. Lincoln & Co. against said Michael O'Brien and E.P. Houghton as sureties of and Clinton Pollett Deceased. That said E.P. Houghton is the administrator of the estate of Clinton Pollett Dec. and as such administrator had a large amount of personal property of the said Clinton Pollett deceased that came into the hands of the said E.P. Houghton sufficient as the plaintiff is informed and believes to pay all of the debts of the said Clinton Pollett deceased. That said administrator has gone on and collected a large amount of money due the estate of said Clinton Pollett Dec. and has filed what he purports to call his final settlement in the Probate Court of Union County Ohio of the said estate of said Clinton Pollett Dec. in said so-called final account of said Administrator he does not account for all the money and assets of said estate that came into his hands as such administrator and that remains in his hands sufficient of the assets of said estate to pay all of the debts of said estate and release this Plaintiff from further liability if properly applied to the payment thereof. Said plaintiff further says that said final account of said administrator was not filed until a few days before the sale of said real estate of the plaintiff. Heretofore described by said sheriff and he did not have time before said sale to investigate fully said account, but that upon a full investigation he is satisfied that there is a large amount of the money collected by said administrator not accounted for and as he believes sufficient to pay all of the debts of said estate in full. Plaintiff further says that said real estate of the plaintiff so levied on and sold by the sheriff as aforesaid was appraised and sold at a very low price much below its actual worth and that the said E.O. Lincoln & Co. are threatening to take confirmation of said sale of said real estate and apply the proceeds of said sale to the payment of their said debt if not restrained by the order of this Court, and that if allowed to sell it will work great and irreparable damage to this plaintiff. Plaintiff further says that he has filed exceptions to the said pretended account of the said E.P.

Houghton administrator, &c. aforesaid and in proceeding to investigate said account with all the haste possible with a view to have the balance due said estate in the hands of said administrator applied to the payment of the debts of said delinquent Pollett and he asks the Court to restrain the defendant E. O. Lincoln & Co. from taking confirmation of sale of said real estate until further ordered by the court and until the plaintiff can have ample time to investigate said settlement of said E. O. Houghton as aforesaid and for all proper relief. J.M. Kennedy, Atty for Plaintiff.

The State of Ohio,  
Union County, ss. Michael O'Brien being duly sworn says the facts and allegations of the foregoing petition are true. Michael O'Brien.  
Wm. Smith.

Sworn to and subscribed before me this the 9 day of July A.D. 1887 by the said Michael O'Brien William Smith, Justice of the Peace.

Injunction allowed as prayed for in the within petition petition until otherwise ordered on the plaintiffs executing to the defendants an undertaking in the sum of one hundred Dollars Conditioned according to law with securities to the acceptance of the Clerk of the Court of Common Pleas of Union County Ohio. John B. Coats, Probate Judge.

Fees of Probate Judge \$2.00 Paid by Plaintiff.

To the Clerk of Union County Court of Common Pleas. Issue summonses to the sheriff of Union County Ohio. Returnable according to law. Endorsed Injunction allowed. J.M. Kennedy, Atty for P. Marysville, Ohio July 9<sup>th</sup> 1887.

Afterward on the 9<sup>th</sup> day of July A.D. 1887 the following Order of Injunction was filed with the Clerk of said Court to wit:

Michael O'Brien vs E. O. Lincoln & Co. Before the Probate Judge. Motion for temporary Injunction in the Court of Common Pleas Union County, Ohio.

And now on this 9<sup>th</sup> day of July 1887 came the plaintiff, by J.M. Kennedy his attorney; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff Michael O'Brien and the Papers 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 E. O. Lincoln & Co. from taking confirmation of the sale of certain real estate of the Plaintiff sold an execution levied on at the suit of E. O. Lincoln & others vs E. O. Houghton and Michael O'Brien Union County Court of Common Pleas Ohio, said real estate being fully described in the execution levied on said Real Estate as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summonses in this case endorsed injunction allowed on said plaintiff, giving an undertaking to the said defendants conditioned according to law with securities to be accepted by the said Clerk of the Court of Common Pleas in the sum of \$100.00.

John B. Coats, Probate Judge.

Receipt  
No. 1349

Injunction

summons  
No. 1349

sheriff's  
Return.

Undertaking

summons

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No. 1349

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Afterward, on the 11 day of July 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 O.E. Lincoln & Co. that it has been sued by Michael O'Brien in the Court of Common Pleas of Union County, and that unless it answers by the 13<sup>th</sup> day of August A.D. 1887, 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 25<sup>th</sup> day of July A.D. 1887. Witness my hand and the seal of said Court, this 11<sup>th</sup> day of July A.D. 1887.  
[Seal] J. L. Burgner, Clerk.

Summons  
No. 5349

Endorsed: Injunction allowed and bond filed.  
J.M. Kennedy, Plaintiffs Atty.

Said Writ returned and filed July 25<sup>th</sup> A.D. 1887, endorsed as follows, viz:  
The State of Ohio,  
Union County, ss.: Received this Writ July 11<sup>th</sup> A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 12<sup>th</sup> day of July A.D. 1887, I served the same by handing a true copy of this with the endorsements thereon to Brodrick & Mc Campbell Attorneys for O.E. Lincoln & Co. Service 30 Mileage 16 Copy 20 Total 66 M. Hopkins, Sheriff.

Sheriff's Return

Afterward, on the 11<sup>th</sup> day of July A.D. 1887, the following Undertaking was filed with the Clerk of said Court, to-wit:

Michael O'Brien, Plaintiff,  
vs  
O.E. Lincoln & Co. Defendant } Union County, Common Pleas.  
We bind ourselves to the said Defendant O.E. Lincoln & Co. in the sum of One hundred Dollars, that the said Plaintiff shall pay to the said Defendant the damages they may sustain by reason of the injunction in this action if it be finally decided that the said injunction ought not to have been granted. Michael O'Brien  
July 11<sup>th</sup> 1887 John P. Connor.  
This undertaking approved by me this 11<sup>th</sup> day of July 1887.  
J. L. Burgner, Clerk of said Court.

Undertaking

Afterward, on the 11<sup>th</sup> day of July A.D. 1887, the following Demurrer was filed with the Clerk of said Court, to-wit:

Michael O'Brien, Plff. } In the Court of Common Pleas of Union Co. O.  
vs } No. 5349  
O.E. Lincoln & Co. Deft. } Demurrer.  
And now come the said defendants by this attorneys and demur to plaintiff's petition herein filed and for ground thereof says: That said petition does not state facts sufficient to constitute a cause of action against said defendant. Brodrick & Mc Campbell, Attorneys for Defendants.

Demurrer

Afterward, on the 26<sup>th</sup> day of October A.D. 1887, the following Entry was made in the Journal by the Clerk of said Court to-wit:  
Michael O'Brien vs O.E. Lincoln & Co.

Entry  
No. 5349

This day this cause came on to be heard on the demurrer of the defendant to the petition of said plaintiff herein filed and the same was argued by counsel and submitted to the court. On consideration whereof the court do sustain said demurrer. It is therefore considered and adjudged by the court that temporary injunction heretofore granted herein by the Probate Court of Union County, Ohio be dissolved, vacated and wholly set aside. That the petition of said plaintiff be and the same herein is dismissed. It is further considered and adjudged by the court that the said defendant do recover of the said plaintiff its costs herein expended taxed to it. To all of which rulings and judgments of said court said plaintiff hereby excepts.

Attest. John L. Brugner, Clerk.  
By Nellie Rowley, Deputy.

Clear before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court House, in the town of Mansville, 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 seven. Heretofore, to-wit, on the 24 day of Sept. A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

W. W. Ellows, Plaintiff, } The State of Ohio, Union County,  
vs } Court of Common Pleas.  
E. D. Huff, Defendant. } Petition.

Petition  
No. 5391

And now comes the said Plaintiff, W. W. Ellows, and for cause of action herein against said defendant, E. D. Huff, says; that heretofore, to-wit, on the 19th day of June 1883, the said defendant executed and delivered to Plaintiff his four promissory notes, three each for the sum of \$300.00 and one for \$400.00, said notes being payable respectively in one, two, three, & four years from date with 8 per cent. interest thereon, interest payable annually, the note for \$400.00 being due four years after date; that to secure the payment of the said notes the said E. D. Huff on the 20th day of June 1883, executed and delivered to plaintiff his mortgage deed and thereby conveyed to Plaintiff in fee simple the following described real estate, being surveys No. 4735 & 6312, beginning at a stake in the centre of the Post Road and southwesterly corner to a lot containing half an acre conveyed by Henry Burnham to S. C. Higgins on the 8th day of April 1871; thence with the westerly line of said lot running the course by true measure N. 36° E. 17.13 poles to a stake northwesterly corner to said lot; thence N. 56° W. 4.70 poles to a stake; thence S. 36° W. 17.13 poles to a stake in the centre of the Post Road; thence with the centre of the Post Road S. 56° E. 4.70 poles to the beginning, containing half an acre more or less. The said mortgage had a condition therein written to the effect that if the said E. D. Huff should well and truly pay the said notes with the interest thereon when and as they respectively became then said mortgage deed should be void, otherwise to remain in full force and virtue in law. That said mortgage was deposited with the Recorder of Union County, Ohio for record on the 20th day of June 1883 at 12 o'clock and 10 minutes P.M., and was afterward recorded in Book 19 on Page 91 of the records of mortgages.

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for said Union County. That there was paid on the note due in one year on the 15<sup>th</sup> day of September 1884 the sum of \$251.72 and on the 8<sup>th</sup> day of July 1885 the sum of \$60.00 and that no other or further payments have been made on either of the said notes, and that there is now due and owing thereon the sum of \$1000.00 with 8 per cent. interest thereon payable annually from June 19<sup>th</sup> 1883 and the sum of \$23.13 with 8 per cent. from July 8<sup>th</sup> 1885, for which sum and interest the plaintiff asks a judgment against the said defendant. Said plaintiff further says that by reason of the failure of the said defendant to pay said notes as they became due the said mortgage has become absolute and subject to foreclosure. Wherefore, the plaintiff prays that unless the defendant pays or causes to be paid to plaintiff the amount due as aforesaid, within a short day to be named by the court, and to the clerk 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 await further order. J. B. Fulton, Attorney for Plaintiff.

The State of Ohio.

County of Union, ss: J. B. Fulton being first duly sworn according to law says the Plaintiff is a non-resident of Union County, Ohio, and now absent therefrom; that he is the attorney of the Plaintiff duly authorized in the premises, and that he believes the facts stated and allegations of the foregoing petition are true. J. B. Fulton.

Sworn to before me and subscribed in my presence by the said J. B. Fulton this 22<sup>nd</sup> day of September 1887.

[Seal]

John L. Burgner, Clerk.

Præcipe

No. 5371

To Clerk, Issue summonses for defendant to Sheriff of Union County Ohio, returnable according to law. Indorse Amount claimed \$1000<sup>00</sup> with 8 per cent annual interest from June 19<sup>th</sup> 1883 and \$23.13 with 8% from July 8<sup>th</sup> 1885, and to foreclose mortgage.

J. B. Fulton, Attorney for Plaintiff.

I hereby acknowledge myself security for costs herein.

J. B. Fulton.

Afterward, on the 24<sup>th</sup> day of Sept. 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 Franklin Greeting: We command you to notify E. O. Huff (near Dublin) that he has been sued by W. W. Fellows in the Court of Common Pleas of Union County, and that unless he answers by the 22<sup>nd</sup> day of Oct. A.D. 1887, 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 3<sup>rd</sup> day of Oct. A.D. 1887. Witness my hand and the seal of said Court, this 24<sup>th</sup> day of Sept. A.D. 1887.

[Seal]

John L. Burgner, Clerk.

Endorsed: In action for foreclosure of mortgage, amount claimed \$1000. with 8% annual int. from June 19-1883 and \$23.13 with 8% int.

from July 8<sup>th</sup> 1885 J.B. Fulton, Plaintiff's Atty.  
Said writ returned and filed Oct. 3<sup>rd</sup> A.D. 1887, endorsed as follows

to-wit:  
Sheriff's Return. The State of Ohio, Franklin County, ss. Received this writ Sept 24 A.D. 1887, at  
No. 5391 E.O. Huff personally a true & certified copy of this writ with all the endorse-  
-ments thereon. Service 30 Mileage 2.40 Copy 20 Doc & Postage 29  
Total 3.19 Wm. H. Barber Sheriff, Franklin Co., O.  
By M. J. Kenny Depty.

Afterward, on the 24<sup>th</sup> day of Oct. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. W.W. Sellows Plaintiff. October Term 1887.  
vs. E.O. Huff, Defendant. No. 5391 Petition on Note and Mortgage.  
And now comes the said W.W. Sellows by J.B. Fulton his attorney and the said E.O. Huff still failing to demur or answer to the said petition, the said petition is taken to be true. It is therefore considered that the said plaintiff ought to recover the amount due him by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff from the said E.O. Huff on the notes and mortgage in the petition mentioned interest being computed to 1<sup>st</sup> day of this term and set forth, the sum of Seventeen hundred & ten dollars and thirty 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 Seventeen hundred and ten dollars and thirty cents, the sum found due as aforesaid, and that said judgment bear interest at 8 per cent. and also his costs taxed at \$ . And it is further ordered and adjudged that in case the said defendant E.O. Huff fail for 5 days from this date, to pay to the said plaintiff the said sum of Seventeen hundred and ten dollars and thirty cents, so as aforesaid found due, with costs of suit an order issue to the Sheriff of Union County, Ohio, commanding him to cause the said lands and tenements in said petition described, to-wit: Being Survey No. 4735 & 6312, beginning at a stake in the centre of the Post Road and southwesterly corner to a lot containing half an acre conveyed by Henry Burnham to J.B. Higgins on the 8<sup>th</sup> day of April 1871: thence with the westerly line of said lot remaining the course by true measure N. 36° E. 17.13 poles to a stake northwesterly corner to said lot - thence N. 56° W. 4.70 poles to a stake; thence S. 36° W. 17.13 poles to a stake in the center of the Post Road: thence with the centre of the Post Road S. 56° E. 4.70 poles to the beginning containing half an acre more or less, 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, be bring into Court, to abide the further order of said Court.

Afterward, on the 31<sup>st</sup> day of October A.D. 1887, the following Order of Sale was issued by the Clerk of said Court, to-wit:  
The State of Ohio, Union County, ss.

Order of Sale.  
No. 5391

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Order of Sale.

No. 5391

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 24<sup>th</sup> day of October A.D. 1887, in the cause of W.W. Sellows Plaintiff, and E.O. Huff Defendant, said W.W. Sellows obtained a judgment or decree against the said E.O. Huff for the sum of Fourteen hundred and ten and  $\frac{30}{100}$  Dollars, and  $\frac{100}{100}$  Dollars costs of suit; And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said E.O. Huff shall within 5 days from the 24 day of Oct. A.D. 1887, pay unto the said W.W. Sellows the said sum of Fourteen hundred and ten and  $\frac{30}{100}$  Dollars with interest from 24 day of Oct. A.D. 1887, at the rate of 8 per cent per annum, and to the clerk of this Court the costs of this action herein, taxed to \$ and upon default to pay the same, that an order of sale issue to the Sheriff of this County, commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition, &c.; And whereas, the five days aforesaid have fully expired and the said sum of \$ 1410.<sup>30</sup> 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 \_\_\_\_\_ County of Union and State of Ohio, bounded and described as follows: Being Surveys No. 4135 and 6512, Beginning at a stake in the center of the Post Road and south westerly corner to a lot containing half an acre conveyed by Henry Burkhart to S.C. Higgins on the 8<sup>th</sup> day of April 1871; thence with the westerly line of said lot running the course by true measure N. 36° E. 17<sup>13</sup> poles to a stake northwesterly corner to said lot; Thence N. 56° W. 4-17<sup>5</sup> poles to a stake; Thence S. 36° W. 17.13 poles to a stake in the center of the Post Road; Thence with the center of the Post road S. 56° E. 4-70 poles to the beginning containing half an acre more or less.

We therefore Command You, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate under the Statute regulating sales on 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 31<sup>st</sup> day of October, A.D. 1887.

John L. Burghner, Clerk.

Seal

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 7<sup>th</sup> day of Nov. 1887, summon Albert E. Morse Samuel Farpening and John B. Miller three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and

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afterward, on the 7<sup>th</sup> day of Nov. A.D. 1887, 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 & oath with deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 7<sup>th</sup> day of Nov. 1887, 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<sup>house</sup> of said County on the 10<sup>th</sup> day of Dec. 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 10<sup>th</sup> day of Dec. A.D. 1887, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there came W.W. Fellows who bid for the same the sum of \$560. <sup>00</sup> Five hundred & sixty Dollars. and said sum being more than two-thirds of the appraised value thereof and said W.W. Fellows being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of Five hundred & sixty Dollars. Service 30 Summoning & Swearing Appraisers 1.20 Writing Appraisal .30 Copy of appraisal .30 Notice to Printer .30 Mileage 1.60 Total 4.00 Appraisers Fees 3.00 Printers Fees 13.00

M. Hopkins, Sheriff.

Afterward, on the 4 day of Jan. A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

W.W. Fellows } Court Common Pleas, Union County, Ohio.  
 vs } Docket P. Page 5391.  
 E.D. Huff } Per 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 10, 1887, at or about the hour of one o'clock, p.m. of said day the following described real estate, to-wit: Situated in the County of Union and State of Ohio, and bounded and described as follows: Being Surveys Nos 4735 and 6312, beginning at a stake in the center of the Post Road and southwesterly corner to a lot containing half an acre conveyed by Henry Brownham to S. C. Higgins on the 8th day of April, 1871; thence with the westerly line of said lot running the course by true measure north 36° east 17.13 poles to a stake northwesterly corner to said lot; thence north 56° west 4.70 poles to a stake; thence south 36° west 17.13 poles to a stake in the center of the Post Road; thence with the center of the Post Road south 56° east 4.70 poles to the beginning, containing half an acre more or less. Appraised at \$600.00

Proof of Publication  
 Terms of Sale - Cash.  
 J.B. Tilton, attorney.  
 No. 5391 The State of Ohio.  
 Union County, ss.

Marion Hopkins, Sheriff Union County, Ohio.  
 November 7, 1887 - 545 - p. 313.00

I, the undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of

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Union, the first publication beginning with November 9, 1887.

W. D. Shearer.

Sworn to and subscribed before me, this 4 day of Jan 1888

J. I. Bingham, Clerk.

Afterward, on the 9 day of Jan. A. D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry  
No. 5397

W. W. Fellove

vs  
E. D. Hull

This day this cause came on to be heard upon the motion of plaintiff to confirm the sale heretofore made herein. And on prodding 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, W. W. Fellove, by deed, according to law, the property so sold; and a writ of possession is awarded to put said purchaser in possession of said premises. And the Court coming now to the distribution of the proceeds of said sale amounting to Five Hundred and sixty 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. Five & 7/10 Dollars. Second. The costs of this action amounting to \$33.<sup>15</sup> including \$2.<sup>00</sup> for making deed. Third. That the remainder of the purchase money be paid to plaintiff to apply on his decree herein.

Attest, John I. Bingham, Clerk.  
By Kellie Robey.

Pleas before His Honor John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marietta, within and for the County of Union, of the Third Subdivision of the 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 seven. Heretofore, to-wit; on the 1 day of Oct. A. D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition  
No. 5400

George W. Snodgrass, Plaintiff.

vs  
Silas S. Snodgrass, Robert B. Snodgrass, Hannah E. Gibbs and William Gibbs her husband, Martha J. Lewis and William W. Lewis her husband, Rachel A. Snider, James W. Tilton, R. L. Woodburn as administrators of the estate of R. L. Broom deceased and Joseph Cartmell & William F. Cartmell as administrators of the estate of Samuel W. Cartmell, deceased, Defendants. And now comes the plaintiff, and for cause action herein, against the said defendants says; that on the 11<sup>th</sup> day of December 1886 George Snodgrass late of said of

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

Marion County, in said State, died testate, and that, by the terms of his said will, which has been duly admitted to Probate in the Probate Court of Union County, Ohio, a copy of which is hereto annexed and made part hereof and marked "Exhibit A": Said George Snodgrass devised his real estate as follows: One sixth thereof to Silas S. Snodgrass, less three hundred Dollars; One sixth to Robert B. Snodgrass, less two hundred Dollars; the remaining four sixths, and the remaining five hundred Dollars taken from the share of Silas S. Snodgrass and Robert B. Snodgrass be equally divided between George W. Snodgrass, Rachel A. Snider, Hannah E. Jeffers and Martha J. Lewis. Said plaintiff further says that said George Snodgrass died seized in fee simple of the following described real estate: First Parcel: Situate in the village of Marysville, in the County of Union, in the State of Ohio, part of Survey No. 3351, beginning at a stake on the south line of Fifth (formerly Centre) street; thence running west fifty feet with said Fifth street to the corner of a lot now owned by J. S. Black; thence south ten 00 poles with J. S. Black's line; thence east fifty feet with a line of a lot formerly owned by A. J. Whitney - thence north ten 00 poles to the beginning, corner being the north west corner to a lot now owned by John Woods on said Fifth Street. Second Parcel: Situate in the said village of Marysville, Ohio and being part of In Lots Nos 41 and 44, beginning at the South east corner of said In Lot No. 44 in the north line of Fifth (formerly Centre) Street; thence westerly with said line 44 feet and 4 inches to a corner of a part of said In Lots owned by R. L. Partridge thence with the east line of said Partridge's lot northerly 123 1/2 feet to the northeast corner of the same; thence easterly parallel with Fifth Street, 44 feet and 4 inches to the west line of an alley; thence with said line southerly 123 1/2 feet to the beginning, excepting therefrom a right of way heretofore conveyed to R. L. Partridge, being a strip of land 5 feet wide off from the north end of the above described premises. Said plaintiff says that he is seized in fee simple of one undivided one-sixth of said premises increased by one-fourth of Five hundred Dollars. That the defendants Rachel A. Snider, Hannah E. Jeffers and Martha J. Lewis are each seized in fee simple of one undivided one-sixth of said premises increased by one fourth of Five hundred Dollars. That the said Silas S. Snodgrass has sold to James W. Tilton the defendant his undivided one sixth interest in the first parcel above, and agreed that the \$300.00 to be taken from his share by the terms of said will should be taken from his one sixth interest in the second parcel described. That the said defendants R. L. Woodburn as administrator of the estate of R. L. Broom deceased and Joseph W. Bartmell and William S. Bartmell as administrators of the estate of Samuel W. Bartmell deceased have commenced actions in the Court of Common Pleas of Union County Ohio, against the defendant Robert Snodgrass and have attached his undivided interest in the said real estate and in which said action Silas S. Snodgrass has filed an Answer claiming to be the owner of the interest of said Robert Snodgrass in said real estate, which action is now pending in the Circuit Court of Union County Ohio on Error. The said plaintiff further says that the personal estate of said George Snodgrass is sufficient to pay all debts and funeral expenses and the legacy of Fifty Dollars. Plaintiff therefore prays that partition be made of said

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premises and that his interest be set off to him in severalty; and if the same cannot be done without manifest injury, then that said premises be sold or other order taken pursuant to the Statute in such case made and provided. J. B. Fulton, Attorney for plaintiff.

The State of Ohio. Union County ss. George W. Snodgrass being first sworn according to law says the facts stated and allegations of the foregoing petition are true as he verily believes. Geo. W. Snodgrass.

Sworn to before me and subscribed in my presence by the said George W. Snodgrass this 30th day of September 1887. John L. Buzgauer, Clerk.

"Exhibit A"

In the name of the benevolent father of all men, I, George Snodgrass of the village of Marysville, County of Union, State of Ohio, being about seventy-eight years old, and being of sound mind and memory, do make and publish this my last will and testament, hereby revoking and making null and void all other wills and testaments by me made heretofore. First, It is my will that all my just debts be paid - including funeral expenses - out of my estate as soon after my decease as may be found convenient. Second: - I give, devise and bequeath to my six children Silas S. Snodgrass, Robert B. Snodgrass, Rachel A. Snider, George W. Snodgrass, Hannah E. Jeffers, Martha J. Lewis, and Hannah Snider, Daughter of Rachel A. Snider all my real estate that may remain after the payment of my just debts and funeral expenses. Third: - From the estate it is my will that Fifty Dollars be given to my grand daughter, Rachel A. Snider, for her dower. Fourth: - It is my will that one sixth of the balance, less three hundred dollars on account of money previously given him, be given to my son Silas S. Snodgrass. Fifth: - It is my will that one sixth, less two hundred dollars on account of money previously given him, be given to my son Robert B. Snodgrass. Sixth: - It is my will that the remaining four sixths and the remaining five hundred dollars taken from the shares of Silas S. Snodgrass and Robert B. Snodgrass be equally divided between the remaining four children, George W. Snodgrass, Rachel A. Snider, Hannah E. Jeffers and Martha J. Lewis. My personal property I bequeath and devise as follows: First: - To my son Silas S. Snodgrass I give my gold headed cane; if he die without leaving a son I want it to go to my son Robert Snodgrass or his oldest son living. Second: - To Robert Snodgrass I give my gold spectacles and over coat. Third: - To Anne Snider I give my bureau, large looking glass, large clock and lounge. Fourth: - To Elizabeth Jeffers I give my fine clock and family bible. Fifth: - To Martha Lewis I give the carpets on the floor, three cane seat chairs marriage certificate and parlor stove. Sixth: - To my grand son George Snider I give my bedstead and bedding as it stands. Seventh: - To my grand daughter, Belle Tunstun I give my large chair - rocking - wash stand, bowl and pitcher. All those of my children who are indebted to my estate my accepting the provisions of this will shall be released from the payment of those obligations; otherwise those obligations shall be considered and held as assets of my estate. I hereby nominate and

and appoint my son George W. Snodgrass, my daughter Hannah Jeffers and my son-in-law W. W. Lewis as executors of this my last will and testament, and request that they be not required to give bond by the Probate Court as such executors. George Snodgrass.

Signed in our presence and witnessed by us in his presence.  
John E. Sabide, Andrew Keyes.

Waiver of Summons No. 5400 We hereby waive the issuing and service of summons herein and enter our voluntary appearance. Joseph W. Bartmell and William L. Bartmell as Admrs. of Saml. Bartmell, dec. R. L. Woodburn Admr. of R. L. Broom, Dec. by Robinson & Piper their Attorneys, James W. Tilton.

Afterward, on the 10 day of Oct. A. D. 1887, the following waivers of Summons were filed with the clerk of said Court, to wit:

Waiver of Summons George W. Snodgrass, Plaintiff, vs. Silas S. Snodgrass, Robert B. Snodgrass, Hannah E. Jeffers and William Jeffers her husband, Martha J. Lewis and William W. Lewis her husband, Rachel A. Snider, James W. Tilton, R. L. Woodburn, as administrators of the estate of R. L. Broom deceased, and Joseph Bartmell & William Bartmell as administrators of the estate of Samuel W. Bartmell deceased, Defendants.

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

We the undersigned hereby waive the issuing and service of summons in the said action now pending in the court of Common Pleas aforesaid, said cause being numbered therein 5400, and enter our appearance therein and consent that partition be made as asked in said petition. Martha J. Lewis, W. W. Lewis, Hannah E. Jeffers, William A. Jeffers, Rachel A. Snider.

Petition for Partition

We the under-

Waiver of Summons George W. Snodgrass, Plaintiff, vs. Silas S. Snodgrass, Robert B. Snodgrass, Hannah E. Jeffers, and William Jeffers her husband, Martha J. Lewis and William W. Lewis her husband, Rachel A. Snider, James W. Tilton, R. L. Woodburn as Administrator of the estate of R. L. Broom deceased, and Joseph Bartmell & William Bartmell as administrators of the estate of Samuel W. Bartmell deceased, Defendants.

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

We the undersigned hereby waive the issuing and service of summons in the said action now pending in the Court of Common Pleas aforesaid, said cause being numbered therein 5400, and enter our appearance therein and consent that partition be made as asked in said petition.

Petition for Partition

Silas S. Snodgrass, Robert B. Snodgrass.

Afterward, on the 10 day of Nov. A. D. 1887, the following Entry was made on the Journal by the clerk of said Court, to wit:

Entry. George W. Snodgrass.

No. 5400 Silas S. Snodgrass et al. vs. This day this cause came on to be heard upon the petition of the plaintiff and the evidence, and

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the Court finds that all of the defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer thereto. Thereupon, the Court further find, that the plaintiff and the defendants Robert B. Snodgrass Hannah E. Jeffers, Martha J. Lewis, Rachel A. Snyder and James W. Hilton are tenants in common in the first parcel described in the said petition; that the plaintiff has a legal right to one undivided one sixth thereof and the defendants Robert B. Snodgrass, Hannah E. Jeffers, Martha J. Lewis, Rachel A. Snyder, and James W. Hilton each have a legal right to the undivided one sixth and that plaintiff is entitled to have partition of said estate made as prayed in his petition. The Court further find that the plaintiff and defendants Silas S. Snodgrass, Robert B. Snodgrass Hannah E. Jeffers, Martha J. Lewis and Rachel A. Snyder are tenants in common in the second parcel described in the petition - that the plaintiff has a legal right to one undivided one-sixth thereof increased by the sum of One hundred and twenty five Dollars; that the defendant Robert B. Snodgrass has a legal right to one undivided one-sixth thereof less the sum of Two Hundred Dollars; that the defendant Silas S. Snodgrass has a legal right to one undivided one-sixth thereof less the sum of Three Hundred Dollars; that the defendants Hannah E. Jeffers, Martha J. Lewis and Rachel A. Snyder each have a legal right to one undivided one-sixth, each one-sixth to be increased by the sum of One hundred and twenty five Dollars, and that the plaintiff is entitled to have partition of said estate made as prayed in said petition. It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest; and that Philip Snyder, James H. Roney and Smith N. Mc Cloud 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 that if partition cannot be made without manifest injury to the same that then they appraise the above described real estate in parcels, as to liens case is passed for further order.

Afterward, on the 12<sup>th</sup> day of Nov. A. D. 1887, the following Writ of Partition was issued by the clerk of said Court, to wit:

Writ of Partition

State of Ohio,  
 Union County, ss. } To the Sheriff of said County - Greeting;  
 We Command you, That without delay, by the oaths of James H. Roney and Smith N. Mc Cloud and R. H. Graham you cause partition to be made of the following described premises, situate in the Village of Marysville, County of Union and State aforesaid, to wit: First Parcel: Part of Survey No. 337, beginning at a stake on the south line of Fifth (formerly center) street - thence running west fifty feet with said Fifth Street to the corner of a lot now owned by J. S. Flick; Thence south ten (0) poles with J. S. Flick's line - thence east fifty feet with a line of

No. 5400

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a lot formerly owned by A. J. Whitney - thence North ten (10) poles to the beginning corner being the north west corner to a lot now owned by John Woods on said Fifth street. Second Parcel: Part of In Lots Nos. 41 and 44, beginning at the South East corner of said In Lot No. 44 in the North line of Fifth (formerly center) street. thence westerly with said line 44 feet and 4 inches to a corner of a part of said In Lots owned by R. L. Partridge thence with the East line of said Partridges lot northerly 123 1/2 feet to the north east corner of the same; thence easterly, parallel with Fifth street, 44 feet and 4 inches to the west line of an alley; thence with line southerly 123 1/2 feet to the beginning, excepting therefrom a right of way heretofore to R. L. Partridge, being a strip of land 5 feet wide, off from the north end of the above described premises, among the persons named herein, and in the following proportions, to-wit: To George W. Snodgrass one sixth part, increased by the sum of one hundred Dollars, to Robert B. Snodgrass one sixth part, less the sum of two hundred Dollars, to Silas S. Snodgrass one sixth part, less the sum of three hundred Dollars, to Hannah E. Jeffers one sixth part increased by the sum of one hundred & twenty five Dollars, to Martha J. Lewis one sixth part, increased by the sum of one hundred & twenty five Dollars, to Rachel A. Snider one sixth part, increased by the sum of one hundred and 25 Dollars, 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 George W. Snodgrass is Plaintiff and the said Silas S. Snodgrass, Robert B. Snodgrass, Hannah E. Jeffers, Martha J. Lewis and Rachel A. Snider 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 12<sup>th</sup> day of Nov. A. D. 1887.  
 [Seal] John L. Burgess, Clerk.

Said Writ returned and filed Nov. 12<sup>th</sup> A. D. 1887, endorsed as follows to-wit:  
 As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of S. M. Cloud, R. H. Abraham and J. H. Roney causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Given under my hand this 12<sup>th</sup> day of Nov. A. D. 1887. Service 30 Mileage 16 Executing Writ & Seizing Corn. 1.20 Total \$1.66 Com. Fees 3.00 M. Hopkins, Sheriff.

Commissioners' Report.  
 George W. Snodgrass vs. Silas S. Snodgrass et al.  
 Union County, ss. Court of Common Pleas  
 In Partition.  
 According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury; and we do estimate the value of the First described Parcel at \$2200<sup>00</sup>. The East half of the second described Parcel at \$2,100<sup>00</sup>. The West half of the second described Parcel at \$3900<sup>00</sup>. The whole of the second described Parcel at \$3900<sup>00</sup>. Given under our hands, this 12<sup>th</sup> day of Nov. A. D. 1887.  
 Commissioners { S. M. Cloud, R. H. Abraham, J. H. Roney

Sherrill's Return.  
 No. 5400  
 Commis report.

after on the four George W. Entry. No. 5400 Silas S. Snodgrass the same, not be divided and that appraisement the east half the second \$3900.00, respects corner from the the said plaintiff, that an order said the out more

after der of Sa The State Union Co In and for the tain civil grass is l we comman auction, W First Parcel Union, in on the sou west fifty J. O. Clerk fifty feet north ten to a Lot are Parcel: Si part of In said In L thence we of said In said Part same; th to the west the begin to R. L. Pa

Afterward, on the 14 day of Nov. A.D. 1887, the following Entry was made on the Journal by the clerk of said Court, to-wit:  
George W. Snodgrass.

Entry.  
No. 4400

This cause came on for hearing upon the return of the sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of said estate as follows, First parcel at the sum of \$2200.00, the east half of the second parcel at the sum of \$2100.00, the west half of the second parcel at \$1900.00, and the whole of said second parcel at \$3900.00, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And therefore neither of said parties electing to take the said estate or either parcel at its appraised value, on motion of the plaintiff, it is ordered that said estate be sold at public auction, and that an order issue therefor to the Sheriff of Union County, and the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Afterward, on the 14 day of November A.D. 1887, 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 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. 1887 in a certain civil action, now pending in said Court, wherein George W. Snodgrass is Plaintiff, and Silas S. Snodgrass 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:  
First Parcel: Situated in the village of Marysville, in the County of Union, in the State of Ohio, part of Survey No. 3351, beginning at a stake on the south line of Fifth (formerly center) Street; thence running west fifty feet with said Fifth Street to a corner of a lot now owned by J. S. Check; thence south ten (10) poles with J. S. Check's line; thence east fifty feet with a line of a lot formerly owned by A. J. Whitney, thence north ten (10) poles to the beginning corner being the north west corner to a lot now owned by John Woods on said Fifth Street.  
Second Parcel: Situate in the said village of Marysville, Ohio, and being part of our Lots Nos 41 and 44, beginning at the south east corner of said our Lot No. 44 in the north line of Fifth (formerly center) street; thence westerly with said line 44 feet and 4 inches to a corner of a part of said our Lots owned by R. L. Partridge thence with the east line of said Partridge's Lot northerly 123 1/2 feet to the north east corner of the same; thence easterly, parallel with Fifth street, 44 feet and 4 inches to the west line of an alley; thence with said line southerly 123 1/2 feet to the beginning, excepting therefrom a right of way heretofore conveyed to R. L. Partridge, being a strip of land 5 feet wide off from the north

end of the above described premises. Appraised as follows: First described parcel at \$2200.<sup>00</sup> The East half of 2<sup>nd</sup> described parcel at \$2100.<sup>00</sup> The west half of 2<sup>nd</sup> described parcel at \$1900.<sup>00</sup> The whole of 2<sup>nd</sup> described parcel at \$3900.<sup>00</sup>; 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 14<sup>th</sup> day of November A.D. 1887.

[Seal]

John L. Burgener, Clerk.

Sheriff's Return

No. 5400

Said Writ returned and filed Dec. 17, 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 17<sup>th</sup> day of Dec. A.D. 1887, at 1/2 o'clock, A.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 thereupon J. W. Siltou bid for the 1<sup>st</sup> described tract the sum Nineteen hundred and twenty five (\$1925.<sup>00</sup>) Dollars, and Palestine Lodge No. 68 P. M. bid the sum of Four thousand (\$4000.<sup>00</sup>) Dollars for the second described tract, said sums being more than two-thirds the appraised value; and they being the highest and best bidders, was declared the purchaser. Service 30 Copy to Printer 30 Pounding 24.00 notes & mortgage 2.00 Recording deed 1.25 Total 28.65 on second mortgage 3.25 Total 31.90 Printers Fees \$20.00 M. Hopkins, Sheriff.

Afterward, on the 4<sup>th</sup> day of Jan. A.D. 1888, the following Proof of Publication was filed with the Clerk of said Court, to wit:

Sheriff's Sale.

George W. Snodgrass, vs Court of Common Pleas, Union Co. O. Docket 3, Page 5321, No. 5400.

Proof of Publication

Silas S. Snodgrass et al. vs. Our Order of Sale in Partition. By virtue of the above stated writ, to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, December 17, 1887, at or about the hour of one o'clock p.m. on said day, the following described real estate, to wit: First Parcel - Situate in the village of Marysville, County of Union, and State of Ohio, and being part of Survey No. 3351. Beginning at a stake on the south line of Fifth (formerly Centre) Street; thence running west fifty feet with said Fifth street to a corner of a lot now owned by J. S. Fleck; thence south ten (10) poles with J. S. Fleck's line; thence east fifty feet with a line of a lot formerly owned by G. F. Whitney; thence north ten (10) poles to the beginning corner; being the north west corner to a lot now owned by John Woods in said Fifth Street. Second Parcel: - Situated in the said village of Marysville, Ohio, and being part of in-lots Nos 41 and 44, beginning at the south-east corner of said in-lot No. 44, in the north line of Fifth (formerly Centre) Street; thence westerly with said line 44 feet and 4 inches to a corner of a part of said in-lots owned by R. L. Partridge; thence with the east line of

said-Part... thence easter... line of an a... ming, excep... Partridge... of the abov... ed parcel... \$100.00. Th... of second d... third in one... secured by a

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Answer. No. 5400

Silas S. Snodgrass et al. vs. Now c... for answ... tained Jud... 8 per cent... land in the Dec. 21, 1887 of the pro... said \$632... said Judg... the State of Union Co... says the al

Savour this 9<sup>th</sup> da [Seal]

Answer. No.

George W. Che Silas S. Sn M. Bartme tained Judg

said Partridge's lot northerly 123 1/2 feet to the northeast corner of the same; thence easterly parallel with Fifth street 44 feet and 4 inches to the west line of an alley; thence with said line southerly 123 1/2 feet to the beginning, excepting therefrom a right of way heretofore conveyed to R. L. Partridge, being a strip of land five feet wide off from the north end of the above described premises. Appraised as follows: First described parcel at \$2200.00. The east half of second described parcel at \$100.00. The west half of second described parcel at \$1900.00. The whole of second described parcel at \$3900.00. Terms - One third cash; one third in one year; one third in two years; deferred payments to be secured by mortgage on the premises sold.

Marion Hopkins, Sheriff Union County, Ohio.

E. B. Fulton, attorney.

November 16, 1887 - 5 w - p. \$20.00

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 16-1887. W. C. Shearer.

Savorn to and subscribed before me, this 4<sup>th</sup> day of Jan. 1888.  
John L. Burgerer, Clerk.

Afterward, on the 9<sup>th</sup> day of Jan. 2, 1888 the following answer was filed with the Clerk of said Court to wit:

George W. Snodgrass } Court of Common Pleas.  
Union County, Ohio.

Silas S. Snodgrass et als. } Answer.

Now comes R. L. Woodburn Adm'r. of the estate of R. L. Brown Dec<sup>d</sup> & for answer says that on the 16<sup>th</sup> day of May 1887 in this Court he obtained Judg't against Robert Snodgrass for the sum of \$632 2/100 @ 8 per cent int & costs and an order of sale of his interest on said land in the petition described which is a lien by attachment from Dec. 21, 1886 on said interest. Wherefore said Adm'r prays that out of the proceeds of the sale of the interest of said Robert Snodgrass the said \$632 2/100 & interest & costs be paid to him in satisfaction of said Judg'ment & order of sale. J. W. Robinson Atty for said Adm'r the State of Ohio.

Union County, ss. } R. L. Woodburn being duly sworn deposes & says the allegations of the foregoing answer are as he believes true.  
R. L. Woodburn.

Savorn to before me & signed in my presence by R. L. Woodburn this 9<sup>th</sup> day of Jan. 1888.  
J. L. Burgerer, Clerk.

George W. Snodgrass } Court of Common Pleas, Union County, Ohio.  
Answer of Ex'r of Sam'l<sup>m</sup> Bartonell.

Silas S. Snodgrass et als. } Now comes the executors of the will of Samuel M. Bartonell dec'd & say for an answer that at the 16<sup>th</sup> of May 1887 they obtained Judg't & order of sale against George Snodgrass for the sale of his

interest in the share of Robt Snodgrass clear of any claim by Silas S Snodgrass for the sum of \$178 7/10 + costs and per cent interest which is a lien on said interest from Dec. 21 1856 & which they pray may be paid out of the proceeds of the sale of his said share under the will of George Snodgrass decd. Robinson & Piper, Attys for said Executors.

The State of Ohio,  
Huron County, ss.

Bartmill one of said Executors being duly sworn deposes & says the allegations of the foregoing Answer are true as he believes

Sworn to before me & signed in my presence this \_\_\_\_\_ day of Oct 1888

Retenward, on the 9 day of Jan A.D. 1888, the following Entries were made on the Journal by the Clerk of said Court, to wit:

George W. Snodgrass.

County  
No. 5400

On motion of 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 in conformity 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 purchasers, to wit: The first tract described therein to James W. Sutton, and the second tract described therein to Palestine Lodge No. 138 T. & A. M. It is further ordered that the Sheriff out of the proceeds of the sale of the first lot amounting to one third of \$1925<sup>00</sup>, pay First, to the treasurer of the County the taxes thereon amounting to \$22.83 Second to the Clerk of the Court the proportionate share of the whole costs, belonging to the first parcel, to wit, the sum of \$58<sup>00</sup> - Third, That of the remainder of the one third of said purchase money being the sum of \$1561.33 he pay one sixth thereof to the following named parties, to wit: \$93.55 to George W. Snodgrass, \$93.55 to James W. Sutton the purchaser of the interest in said first parcel of Silas S. Snodgrass, \$93.55 to the creditors of Robert B. Snodgrass having lien as may be hereafter ordered by the Court, \$93.55 to Hannah E. Jeffers \$93.55 to Martha J. Lewis and \$93.55 to Rachel A. Snyder and the said sheriff is order to take from the purchaser of said lot his notes and mortgage for the other two thirds of said purchase money being \$1283.33 as follows, to George W. Snodgrass two notes each for \$106.94 payable in one and two years from date with interest from date, two notes to James W. Sutton each for \$106.94 payable in like manner, two notes to Robert B. Snodgrass for \$106.94 payable in like manner to be disposed of to creditors as may be ordered by the Court, two notes to Hannah E. Jeffers each for the sum of \$106.94 payable in like manner, two notes to Martha J. Lewis each for \$106.94 payable in like manner and two notes to Rachel A. Snyder each for \$106.94 payable in like manner. It is further ordered that the sheriff out of one third of the sale of the second lot, said one third being \$1333.33 pay First to the treasurer of the county the taxes being \$24.75 Second, to the Clerk of the Court the proportionate share of the costs taxed to this lot, to wit, \$120.50, the whole costs being \$178.50 and including a counsel fee of \$109.25 - To J. B. Sutton which is ordered to be paid by the Court. Third, That of the remainder of said \$1333.33 to wit, the sum of \$1188.08 he pay to George W. Snodgrass \$297.02 to Hannah

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County  
No. 5400

George W.  
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E. Jeffers \$297.02, to Martha J. Lewis \$297.02 and to Rachel A. Snider \$297.02 and the said Sheriff is ordered to take from the purchaser its notes and mortgage for the other two thirds of the purchase money, to-wit, \$666.66 as follows, two notes to George W. Snodgrass payable in one & two years from date with interest, the first for \$248.19 and the second for \$222.22, two notes Hannah E. Jeffers payable in like manner the first for \$248.19 and second for \$222.22, two notes to Martha J. Lewis payable in like manner the first for \$248.19 and the second for \$222.22, two notes to Rachel A. Snider the first for \$248.19 and the second for \$222.22, two notes to Robert B. Snodgrass to be disposed of according to the order of the Court the first for \$220.23 and second for \$222.22 and two notes to Silas S. Snodgrass the first for \$120.23 and the second for \$222.22. The will of George Snodgrass provided that \$200 be deducted from the one sixth of Robert B. Snodgrass and \$300 from the one sixth of Silas S. Snodgrass and that the amount deducted be equally divided among George W. Snodgrass, Hannah E. Jeffers, Martha J. Lewis & Rachel A. Snider. The deduction and additions have been made from the second parcel.

Entry  
No. 5400

George W. Snodgrass vs  
Silas Snodgrass et als.  
Adm'r of R. L. Broom's Estate & the answer & cross petition of the Executors of Samuel M. Bartonell dec'd & the court find the allegations of said answers & cross petitions to be true & that the amounts due said parties from Robert Snodgrass to be greater than the amount coming to said Robert Snodgrass as his share of said premises & on which said claims are a first lien by the order of this court as alleged in said answers. Therefore it is ordered & adjudged by the court that said sheriff deliver & pay over to the said executors of said Samuel M. Bartonell \$ to said Administrator of the estate of R. L. Broom the said \$93 <sup>33</sup>/<sub>100</sub> cost & said two notes of \$106 <sup>75</sup>/<sub>100</sub> each coming to said Robert Snodgrass & said note of \$220 <sup>75</sup>/<sub>100</sub> & said note of \$222 <sup>75</sup>/<sub>100</sub> coming to said Robert Snodgrass all amounting to \$749 <sup>33</sup>/<sub>100</sub> to be divided between them pro rata on said judgments set up in said answers to-wit \$178 <sup>72</sup>/<sub>100</sub> with 8 per cent from May 16-1887 to said Bartonell & \$632 <sup>92</sup>/<sub>100</sub> with 8 per cent interest from May 16, 1887, & to said Woodburn the sum to be paid to each ascertained on the said basis being \$585 <sup>75</sup>/<sub>100</sub> to R. L. Woodburn Adm'r & \$154 <sup>75</sup>/<sub>100</sub> to the executors of said Bartonell to be credited on their said judgments against said Robt. Snodgrass.

Attest, John L. Burgener, 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 Sixth 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 seven. Heretofore, to-wit, on the 25 day of Mar. A. D. 1887, the following Petition was filed with the

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Clerk of said Court, to-wit:  
Kate L. Moffitt, Plaintiff.

Petition.  
vs  
No. 5287

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

Lewis W. Stiggers, Defendant. } First Cause of Action says - The plaintiff says that before the commission by the said defendant of the grievances hereinafter mentioned he sustain a good name among his neighbors and acquaintances for honesty and integrity - That at the time of the grievances hereinafter to be mentioned he was the duly qualified assistant Post Master for the Post Office of York, located in the Township of York Union County, Ohio, and was then and had been acting as such assistant Post Master since November A.D. 1886. That said defendant well knowing the premises and maliciously contriving to wrong and injure the plaintiff in his good name did on or about the 22<sup>nd</sup> day of February A.D. 1887 in a certain discourse which said defendant then had in the presence and hearing of divers persons maliciously spoke and published of and concerning the said plaintiff the false and malicious words following to-wit: you (meaning the plaintiff) know all about those letters that I put in the office (meaning the Post Office aforesaid) you (meaning the plaintiff) was the only one in the office (meaning the Post Office aforesaid) at the time I put them in - I bought the stamp of you (meaning the plaintiff) these letters never left this office (meaning the Post Office aforesaid) you took the money and stamps out of the letters because you are given to such tricks - you (meaning the plaintiff) shall lose money by this.

Second Cause of Action - The plaintiff for a second cause of action herein says that on the 22<sup>nd</sup> day of February A.D. 1887, he was engaged in the Village of York Center Union County Ohio, in the business of merchandizing and had been so engaged in merchandizing as the defendant well knew, since the month of November A.D. 1886, and the said defendant in a certain discourse which he then had of and concerning the plaintiff in the presence of divers and sundry persons, who were residents of said Village and community of said village, falsely and maliciously spoke and published of and concerning said plaintiff the false and malicious words following. "He (meaning the plaintiff) stole a Hatchet from me."

Third Cause of Action. The plaintiff for a third cause of action herein says that on or about the 17<sup>th</sup> day of February A.D. 1887 the said defendant in a certain discourse which he then had of and concerning the plaintiff in the presence of divers and sundry persons, falsely and maliciously spoke and published of and concerning the said plaintiff the false and malicious words following "I have not received the Papers I sent for - the letters containing the money to pay for them never left the Post office at York - Mr. Copelin (meaning the regular Post Master of said Post Office) had gone to Marysville that day and there was no body in charge of the office or handled any letters on the day I put these letters in the Post Office but Kate L. Moffitt (meaning the plaintiff). The plaintiff says that at divers other times and places and in the presence and hearing of divers other persons the said defendant has spoken of and concerning the said plaintiff the false and malicious words following, to-wit: "Kate L. Moffitt is a thief and will steal - Kate L. Moffitt stole my letters containing money out of the Post Office in York Center, Ohio. By means whereof plaintiff has

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State of Ohio  
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Answer.  
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been damaged in his reputation is the sum of Two Thousand Dollars for which sum he asks judgment against the said defendant.

D.W. Ayers, Atty. for plaintiff.

State of Ohio.

Union County, ss: Nate L. Moffitt being first duly sworn says the facts stated and allegations made in his foregoing petition are true as he verily believes. Nate L. Moffitt.

Sworn to before me and signed in my presence by the said Nate L. Moffitt this 25<sup>th</sup> of February A.D. 1887.

{ Seal } J.L. Burzner, Clerk.

Præcipe No. 287

Clerk. Issue summons on the petition in the above case, to sheriff of Union County Ohio, returnable according to law. Amount claimed \$2000<sup>00</sup> action for damages. D.W. Ayers, Atty for plff.

Afterward, on the 25<sup>th</sup> day of March 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:

Summons.

We command you to notify Lewis W. Stiggers that he has been sued by Nate L. Moffitt in the Court of Common Pleas of Union County and that unless he answers by the 23<sup>rd</sup> day of April A.D. 1887 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 4<sup>th</sup> day of April A.D. 1887.

Witness my hand and the seal of said court, this 25<sup>th</sup> day of March A.D. 1887. { Seal } J.L. Burzner, Clerk.

Endorsed: In action for Damages, Amount claimed \$2000<sup>00</sup> D.W. Ayers, Plaintiff's Atty.

Sheriff's Return.

Said Writ returned and filed, April 4<sup>th</sup> A.D. 1887, endorsed as follows viz: Received this Writ March 25 A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 29 day of March A.D. 1887, I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendant, Service 30 Mileage 2.40 Copy 20 Total \$2.90 W. Hopkins, Sheriff.

Afterward, on the 19<sup>th</sup> day of April, A.D. 1887, the following Answer was filed with the clerk of said Court, to-wit:

Nate L. Moffitt, Plaintiff, vs The State of Ohio, Union County, Court of Common Pleas.

Answer.

Lewis W. Stiggers, Defendant } Answer. And now comes the defendant Lewis W. Stiggers and for answer herein says that he denies each and every allegation in the said petition contained, except the allegation that Plaintiff was assistant Post Master and that he was engaged in the business of Merchandising. Having fully answered the Defendant asks to be hence dismissed with his costs. J.B. Tutton, Atty for Deft.

The State of Ohio.

Union County, ss. Lewis W. Stiggers, Defendant, being duly sworn

according to law says the facts stated and allegations of his foregoing answer are true as he verily believes. Lewis W. Stiggers.

Sworn to before me and subscribed in my presence this 20<sup>th</sup> day of April 1887. Clerk W. W. Merchant, Notary Public.

Afterward on the 29<sup>th</sup> day of Oct. A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

No. 5287

This day came the parties by their attorneys, and this cause came out to be tried; and thereupon came a jury, to-wit; E. A. V. Snider, L. B. Conrad, Ed. Mackean, Isaac Hozak, John W. Longbrake, B. A. Snowden, W. E. English, W. D. Bishop, Moses Schneider, Marshall, Miss James Wills and J. P. Bourner, 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 our Court and presented their verdict in writing, in the words and figures following, to-wit:

State of L. Moffitt, Plaintiff, vs. Court of Common Pleas of said County, October Term, Oct. 28<sup>th</sup> 1887.

Lewis W. Stiggers, Defendant; Civil Action, Verdict for Defendant.

The jury being duly impaneled and sworn, find the issues in this case in favor of the Defendant, B. A. Snowden Foreman.

Afterward on the 2<sup>nd</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

State of L. Moffitt vs. Lewis W. Stiggers. The jury in this cause on a former day of this term of Court having brought in their verdict in favor of the defendant & no motion for a new trial having been made, it is therefore considered & adjudged that the defendant recover of the plaintiff his costs herein expended taxed to \$ and that the plaintiff pay his own costs herein taxed to \$

Attest John L. Burghner, Clerk. By Nellie Roney, Deputy.

Clerk before His Honor, John A. Price, Judge of a Court, of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Hereafter, to-wit, on the 3<sup>rd</sup> day of Sept. A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition.

No. 5368

U. S. Williams, Dolph Lingey, Charles Williams Plaintiffs, vs. Court of Common Pleas, Union County, State of Ohio. No. 5368

Frank M. Donald & Frank Pearl, Defendants. Now comes the plaintiffs & in cause of action against the defendants say there is due them from said defendants the sum of \$167<sup>00</sup> per work and labor

as follows 1887 June 16 to 30 July 1887

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Sheriff's Return.

as follows to wit:

1887	June 16 to 30 - 11 1/2 days driving well @ \$8.00 per day	Dr. \$ 92.00
July 1887	To driving well 43 feet @ \$1.00 foot	43.00
	To driving well 76 feet " " " "	76.00
	" " " " 42 " " 30 cts	21.00
	" one screen	3.00
	" one collar	1.00
	Total	\$ 236.00

1887	June 18 To cash	Dr. \$5.00
" 21 " "		\$5.00
July 16 " "		\$50.00
	Total	\$ 60.00
	To blacksmithing	8.05
	Total	\$ 68.05
	Balance due	\$ 167.95

Therefore plaintiffs ask judgment for the sum of \$167.95 with interest at 6% from the 30 day of July 1887 against said defendants.

The State of Ohio, ss. A. L. Williams one of the above plaintiffs being sworn Union County, ss. says the facts stated & allegations made in the above petition are true as he believes. A. L. Williams.

Sworn to before me and subscribed in my presence by A. L. Williams this 6<sup>th</sup> day of August 1887. Mate S. Moffitt Notary Public, Seal  
 Clerk: Issue summonses on the above parties indorsed action for money only. Amount claimed \$167.95 with interest @ 6% from the 30 day of July 1887. W. F. Hoopes, Atty (for) Plaintiffs.

Afterward, on the 3<sup>rd</sup> day of Sept. A. D. 1887, the following summons was issued by the clerk of said Court, to wit:

The State of Ohio, ss. To the Sheriff of the County of Union Preeting;  
 Union County, ss. We command you to notify Frank M. Donald and Frank Pearl that they have been sued by A. L. Williams Dolph Linzey and Charles Williams in the Court of Common Pleas of Union County, and that unless they answer by the 1<sup>st</sup> day of Oct. A. D. 1887, 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 12<sup>th</sup> day of September, A. D. 1887. Witness my hand and the seal of said Court, this 3<sup>rd</sup> day of Sept. A. D. 1887.  
 John L. Burgner, Clerk.

Endorsed: In action for money only, amount claimed \$167.95 with 6% int. from July 30<sup>th</sup> 1887. W. F. Hoopes, Plaintiffs Atty.  
 Said Writ returned and filed Sept. 10<sup>th</sup> A. D. 1887, endorsed as follows, viz:

The State of Ohio, ss. Received this Writ Sept. 3<sup>rd</sup> A. D. 1887 at 2 o'clock P.M. Union County, ss. and pursuant to its command, on the 7<sup>th</sup> day of Sept. A. D. 1887. I served the

Sheriff's Return

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same by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of the within named Frank M<sup>o</sup> Donald and by handing a true copy of the same to the within named Frank Pearl. Service  
vs Milage 112 Copy 40 Total \$1.97 M. Hopkins. Sher.

Afterward, on the 25<sup>th</sup> day of Oct. A. D. 1887, the following Answer &c was filed with the Clerk of said Court, to-wit:

Answer. vs Plaintiffs. Court of Common Pleas. Union County, Ohio.  
Frank M<sup>o</sup> Donald and Frank Pearl Defendants. Separate Answer & Crof Petition Frank M<sup>o</sup> Donald

The defendant Frank M<sup>o</sup> Donald now comes and for his separate Answer herein says - That he denies that he is in any way indebted to the plaintiffs or either of them - The defendant further answering says that during the months of June and July 1887 the plaintiffs promised and undertook to procure for this defendant a good well of water on his premises and it was only on the condition that plaintiffs would procure this defendant a well of water that he promised to pay anything whatever - That after repeated efforts said plaintiffs failed to procure for this defendant a well of water on his premises and abandoned their contract. This defendant says that by the repeated importunities and assurances of said plaintiffs of their ability to procure water for him as aforesaid he advanced on said contract the sum of \$68.05 for which he asks judgment against said plaintiffs. D. W. Ayers. State of Ohio.

Union County, ss. Frank M<sup>o</sup> Donald being duly sworn says he is one of the above named defendant. That the facts stated and allegations in his foregoing answer and Crof. Petition are as he believes true.

F. M<sup>o</sup> Donald.

Sworn to before me and signed in my presence by the said Frank M<sup>o</sup> Donald this 25<sup>th</sup> day of October.

[Seal] John L. Burquier. Clerk.

Afterward, on the 26<sup>th</sup> day of Oct. A. D. 1887, the <sup>following</sup> answer was filed with the Clerk of said Court, to-wit:

Answer. vs Plaintiffs. Court of Common Pleas. Union County, Ohio.  
Frank M<sup>o</sup> Donald and Frank Pearl Defendants.

Separate Answer of Frank Pearl

Now comes Frank Pearl the above named defendant and for his separate Answer to the petition herein says - That he denies each and every allegation therein contained. D. W. Ayers. Atty for Frank Pearl. State of Ohio.

Union County, ss. Frank Pearl being first duly sworn says the facts stated and allegations in his foregoing answer are as he believes true. F. A. Pearl.

Sworn to before me and signed in my presence by the said Frank Pearl this 26<sup>th</sup> day of October 1887. T. B. Fulton, Notary Public.

Afterward, on the 18<sup>th</sup> day of Nov. A. D. 1887, the following Reply

was filed and  
A. L. Williams  
vs  
Frank M<sup>o</sup> Donald  
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was filed with the clerk of said Court, to-wit:

A. L. Williams et al. Plain.

Court of Common Pleas.  
Union Co. Ohio.

Reply

vs  
Frank M. Donald & Frank Pearl. Def.

Reply.

No: 5268

Now comes the Plaintiffs and for reply to the separate answer of M. Donald one of the defendants says they admit the payment of \$68.00 for work performed & deny each & every other allegation therein contained.

W. F. Hoopes, Atty for Plaintiff.

State of Ohio:

Union County, ss. A. L. Williams one of the plaintiffs being duly sworn says the facts & allegations in the foregoing answer are true as he believes. A. L. Williams.

Sworn to and subscribed by said Williams in my presence this 18<sup>th</sup> day of Nov. 1887. John L. Burgner, Clerk.

On the 18<sup>th</sup> day of Nov. A. D. 1887, the following answer was filed with the clerk of said Court to-wit:

A. L. Williams et als.

Court of Common Pleas.  
Union County, Ohio.

Answer

vs  
Frank M. Donald and Frank Pearl. Defs.

Answer.

The defendant Frank Pearl now comes and for answer to the petition in the above entitled case he denies each and every allegation therein contained. D. W. Ayers, Atty for Deft.

State of Ohio.

Union County, ss. Frank Pearl being first duly sworn says the facts stated and allegations in his foregoing answer are as he believes true. Frank S. Pearl.

Sworn to before me and signed in my presence this 18<sup>th</sup> day November 1887.

J. L. Burgner, Clerk.

Afterward, on the 19<sup>th</sup> day of Nov. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

A. L. Williams et al. Plaintiffs

Entry.

vs  
Frank M. Donald et al. Defendants. This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a jury, to-wit: B. A. Snowdon, Matthew Lingrell, James Mills, Ed Mackan, E. J. Evans, Moses Smediker, Robert Calloway, L. C. Conrad, D. W. Shuler, W. E. Tigley, John Longbrake and C. O. Bishop 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, Union County,  
Court of Common Pleas of said County, October Term, Nov. 18<sup>th</sup> 1887.

A. L. Williams et al. Plaintiffs.

Civil Action.

vs  
Frank McDonald et al. Defendants  
and sworn, find the issues in this case in favor of the Defendants.

Verdict for Defendant.

The Jury being duly empaneled  
E. J. Evans, Foreman.

Afterward, on the 23 day of Nov. A. D. 1887, the following Entry was made on the Journal, by the Clerk of said Court, to wit:

A. L. Williams, Dolph Lingrey and Charles Williams

Entry

vs  
Frank McDonald and Frank Beard.

The jury in this

No. 5368 case on a former day of this term having brought in their verdict in favor of the defendants and motion for a new trial having been made it is therefore considered & adjudged by the Court that the defendants recover of the plaintiffs their costs herein expended taxed to \$ and that plaintiffs pay their own costs taxed at \$ for all of which execution is awarded.

Attest. John L. Burghner, Clerk.  
By Nellie Rowley, Deputy.

Case before His Honor, John A. Price Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, 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 seven. Hereafter to wit, on the 1 day of Jun. A. D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

Petition

Edward D. Evans & James Hibson, Plaintiffs

Court of Common Pleas.

vs  
John Rodgers, Defendant.

Union County, Ohio.

Petition.

No. 5317

This cause came into this Court on appeal from the docket of Esquire Lingrell a Justice of the Peace in and for said County. The plaintiffs say there is due them from said defendant, the sum of \$27,100 on agreement as follows That on or about the 22 day of March 1887 said defendant agreed to pay these plaintiffs the sum of \$27,000 for tile used in the construction of a certain tile ditch, which amount is now due & unpaid & which said defendant still refuses to pay although frequently required by said plaintiffs to pay the same. Wherefore plaintiffs ask Judgment for the sum of \$27,000 & interest at 6% from the 22 day of March 1887, against said defendant and costs of suit.

State of Ohio,

W. J. Hoopes, Atty for Plaintiffs.

Union County, ss.

Edward D. Evans one of the above named Plaintiff being first duly sworn say the facts stated in the above petition are true as he believes.

Edward D. Evans  
Sworn to and subscribed by Edward D. Evans in my presence this 3rd. day of June 1887. Nate S. Moffitt, Notary Public. Seal

Afterward, on the 29 day of October A. D. 1887, the following Answer was

filed with  
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Answer

vs  
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filed with the clerk of said Court, to-wit:  
Edward D. Evans and James Gibson, Plaintiffs.

Court of Common Pleas,  
Union County, Ohio.

Answer

vs  
John Rodgers, Defendant.

comes and for his Answer herein says - He admits that this action comes into this court on Appeal and denies each and every other allegation therein contained. For further Answer he says that he and the plaintiffs are adjoining land holders and that their lands would be benefited by drainage. That the lands of Plaintiffs is less in quantity than the lands of defendant. This defendant and plaintiff's arranged that if the plaintiff would place and 8 inch tile drain on their lands of sufficient depth and proper location so as to enable defendant to connect with the same on his own lands and by continuing over his lands procure sufficient out let to drain the lands of defendant that this defendant would pay plaintiffs the difference between the cost of 6 inch tile and 8 inch tile and a 7 and 8 inch tile. That plaintiffs failed, refused and neglect to furnish drainage at the proper depth on their own lands of sufficient depth or proper location, or to complete the same on their own lands so as to furnish this defendant with an out let for drainage on his own lands. Defendant says he has been damaged by reason of the premises in the sum of One Hundred Dollars for which he asks Judgment against said defendants.

D. W. Ayers, Atty for Def.

State of Ohio,

Union County, ss. } John Rodgers being first duly sworn says the facts stated and allegations in his foregoing Answer are as he believes true. J. W. Rodgers.

Sworn to before me and signed in my presence by the said John Rodgers this 29 day of October 1887. John I. Burgner, Clerk.

Afterward, on the 16 day of Nov. A. D. 1887, the following Reply was filed with the clerk of said Court, to-wit:

Edward D. Evans + James Gibson, Plaintiff;

Court of Common Pleas,  
Union Co. Ohio.  
Reply.

Reply.

vs  
John Rodgers, Def.

Now comes the plaintiffs + for reply to Answer of defendant say they admit that they + defendant are adjoining land owners + that their lands would be benefited by drainage + deny each and every other allegation in defendant's answer. W. E. Hoopes, Atty for Plain.

State of Ohio,

Union County, ss. } One of the plaintiffs being duly sworn says the foregoing facts are true as he believes. Edward D. Evans.

Sworn to and signed in my presence this 16 day of Nov. 1887. J. I. Burgner, Clerk.

Afterward, on the 17 day of Nov. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

E. D. Evans et al. Plaintiffs vs John Rodgers, Defendant.

This day came the parties by their attorneys, and this cause came on to be

tried: and thereupon came a jury, to-wit: B. A. Snowdon, Isaac Woggle, James Mills, Ed Mackan, E. J. Evans, Moses Shudiker, Robert Calloway, Marshall Morris, Dan W. Shuler, W. E. Sigley, John M. Longbrake and B. O. Bishop who being duly empaneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict rendering 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.

Ed. D. Evans et al, Plaintiffs. } The State of Ohio, Union County,  
 vs } Court of Common Pleas of said County.  
 John Rodgers, Defendants. } October Term, Nov. 17 1887.

No. 4317

Civil Action, Verdict for Plaintiff.

We, the jury, being duly empaneled and sworn, find the issues in this case in favor of the Plaintiffs and assess the amount due to the Plaintiffs from the Defendant at the sum of \$27<sup>15</sup>/<sub>100</sub> Seventy Seven & fifteen cts. W. O. Bishop, Foreman.

Afterward on the 23<sup>rd</sup> day of Nov. A. D. 1887. the following Entry was made on the Journal, by the Clerk of said Court, to-wit:

Entry.

Ed. D. Evans et al. } 4317  
 vs } The jury in this case on a former day of this Term of  
 John Rodgers, } Court having brought in their verdict of \$27<sup>15</sup>/<sub>100</sub> for the  
 Plaintiffs and no motion for a new trial having been made it is therefore considered and adjudged by the Court that the Plaintiffs recover of the defendant said sum of \$27<sup>15</sup>/<sub>100</sub> together with their costs herein expended taxed to \$ for all of which execution is awarded.

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

Cas before His Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit: on the 31<sup>st</sup> day of Aug. A. D. 1887. the following Petition was filed with the Clerk of said Court, to-wit:

Petition.

Jane Bancroft, Plaintiff. } Union County, Ohio.  
 vs } Court of Common Pleas.  
 William Bancroft, Defendant. } Petition.

No. 4365

Plaintiff says she has been a resident of the State of Ohio for more than one year last past and is now a bona fide resident of Union County, Ohio. Plaintiff further says that on the day of January, A. D. 1881 she was married to the defendant William Bancroft whom she prays may be made a party hereto. Plaintiff says that said defendant has been guilty of Gross Neglect of duty toward your petitioner wholly failing to

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Jane Bancroft  
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No. 4365

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provide any thing for her or her minor children and she has been compelled to make a living for herself and family by washing and hard labor.

Plaintiff further says that said defendant has been guilty of habitual drunkenness for more than three years last past. That during the married life of the plaintiff and defendant they have born to them following children to-wit: Bert Bancroft and Bill Bancroft, both minors. They also have a daughter by the name of Evola Bancroft, who is a deaf mute and is incapable of caring for herself. Plaintiff therefore asks the custody care and control of said children. Plaintiff therefore prays that she be divorced from the said defendant. That said marriage relation be dissolved and held for nought and that she have the custody care and control of said children and for all proper relief.

Jane Bancroft by J. M. Kennedy, her atty.

Jane Bancroft

Præcipe.

Præcipe.

William Bancroft

Clerk issue summons + copy of Petition directed to Sheriff of Union County Ohio, Indorsed: Divorce and custody of children prayed for. J. M. Kennedy, Atty. for Plff.

No. 1325

Afterward, on the 30<sup>th</sup> day of Aug. 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 Union County:

Summons

You are commanded to notify William Bancroft that Jane Bancroft has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a true copy of which is herewith delivered to you to be served on him), charging him with neglect of duty + drunkenness, and asking that she be divorced from him and that she be decreed the care + control of 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 12<sup>th</sup> day of September A. D. 1887. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, O., this 30<sup>th</sup> day of Aug. A. D. 1887.

{ Seal }

John I. Burgner, Clerk.

Endorsed: Summons in Action for Divorce. J. M. Kennedy, Plff's Atty. said Writ returned + filed Sept. 10<sup>th</sup> A. D. 1887, endorsed as follows, to-wit:

Sheriff's Return

The State of Ohio,  
County, ss.

Received this writ on the 30<sup>th</sup> day of August A. D. 1887; and on the 5<sup>th</sup> day of Sept. A. D. 1887, I served the same by delivering to William Bancroft a true copy thereof with the endorsements thereon, together with a certified copy of the petition. Service 30 Copy 20 Mileage 32 Docket 10 Total 92 M. Hopkins, Sheriff.

Afterward, on the 6<sup>th</sup> day of Oct. A. D. 1887, the following answer was filed with the Clerk of said Court, to-wit:

Jane Bancroft vs. Wm. Bancroft.  
Common Pleas, Union County, Ohio. Answer.

Answer.

Now comes the said defendant and for his Answer herein, says that he denies the gross neglect of duty and failure to provide and habitual drunkenness charged in plaintiff's petition. And further answering he says that she has been an indolent woman but he has always been ready able and willing to provide for the family and has done so freely and sufficiently whenever called upon - and is still willing & able to do so. But he says he is not able to furnish means for plaintiff to carry on this suit. He has nothing but his daily earnings and a pension of \$4<sup>00</sup> per month and his interest in their homestead where they now live. They have no children by their last marriage. Plaintiff has never performed any of the duties of a wife for him since about May 1881, though often by him kindly requested to do so, but has persistently throughout said period wholly refused to perform or discharge any of the duties of a wife for this defendant. Their daughter Ivalo was for twelve years in the Asylum for deaf mutes at Columbus, Ohio, and is well educated and capable of earning her own living, and has for the last eight years earned more than her own living by her work as a laundress, and could get other good employment at any time at good wages. Defendant denies each and every allegation of ground of divorce set forth in plaintiff's petition, wherefore defendant prays to be hence dismissed with his costs.

Wm. Baneroft Defendant. P. B. Cole & Son, Defendants' Attorneys.

Afterward, on the 9<sup>th</sup> day of Nov. A.D. 1887, the following Amended Answer was filed with the Clerk of said Court, to wit:

Amended Answer.

Jane Baneroft, Plff. } No. 5365  
vs } Amended Answer, Union Common Pleas.  
Wm. Baneroft, Dft. }  
Now comes the defendant and for his Amended Answer herein says, that after the time of marriage alleged in the petition the plaintiff obtained a divorce from him on Feb. 1-1887. And that this present marriage contract was entered into on Feb. 6, 1887. Defendant denies the gross neglect of duty and habitual drunkenness alleged in the petition and denies each and every allegation in respect or support of said charges or either thereof in said petition contained. He says he was always ready able and willing to provide for plaintiff and his children, and all short comings on his part in that respect were caused by the refusal of defendant to receive such provisions from him. She would refuse to receive or cook provisions he brought home. But he has always lived in the same house - their homestead - with her - and though compelled for the sake of peace & in order to avoid her abusive language to cook for himself and eat his meals in an out building, he always brought home provisions and kept a supply on hand, where she and the family could help themselves, at will, which they often did. Plaintiff has for over six years last past, wholly refused and neglected to cook for him, keep his bed in order, or do any duty whatever of a wife to him. They have no children by their last marriage - And their youngest children are twin boys over sixteen years of age. As to their daughter Ivalo defendant says she was for twelve years in the Asylum for deaf mutes at Columbus, Ohio, and is well educated and capable of earning her own living and has for more than eight years last past earned more than her own living by her work as a laundress.

... and with her ... upon ... plaintiff ... sided. ... with his ... part of ... court of ... she plain ... and an ... bid in by ... by reason ... it was obtai ... instantia ... and on sa ... to obtain a ... him, this ... dal of a cou ... to her, and ... \$400. and ... us trustee to ... day obtain ... ing her su ... she paid d ... on Feb. 6 '18 ... mortgage d ... married a ... transferred ... the 7<sup>th</sup> day o ... been paid ... abuse the d ... or provocat ... to discharg ... defendant ... ed that st ... has contin ... second and ... war 1861- ... plaintiff ... marrow str ... And at the ... at her requ ... tion of ple ... to go her ... tiff and de ... and for s b ... Willia ... After

dress, and she could get good remunerative employment elsewhere than with her mother at any time and is in no way dependent for a living upon them. Defendant says that prior to his first marriage to the plaintiff he was the owner of the homestead where they have always resided. He bought and paid for it & built on it the house they live in with his own means prior to said first marriage. Said property is a part of Out lot No 28 in Marysville, Ohio situated on the South west corner of East 5<sup>th</sup> & Vine streets, and worth \$1000<sup>00</sup>. In January 1881 the plaintiff had a tax claim on said property for the sum of \$21<sup>72</sup> and an creditors deed for it, the same having been sold for taxes and bid in by her for said amount at tax sale. Said tax title was invalid by reason of irregularities in the proceedings and sale through which it was obtained. Said property being described in said proceedings substantially only as follows: Part of Out lot No 28 Marysville, Ohio, and on said date plaintiff having commenced proceedings by suit to obtain a divorce & alimony and a Decree for said property against him, this defendant in order to pacify her and to avoid the scandal of a contest in Court, agreed with her to convey the said property to her, and not contest her said suit for divorce and she to pay him \$400. and thereupon did convey the same to Geo. P. Robinson the writing as trustee to convey to her. Afterwards on Feb. 1, 1881, she having that day obtained a divorce without any order about the property, he not contesting her suit said Robinson conveyed the same as such trustee to her & she paid defendant \$200 and gave him a mortgage for \$200. Afterwards on Feb. 6, 1881 plaintiff being greatly troubled in her mind about the said mortgage debt plaintiff and defendant became reconciled, and intermarried again, and thereupon defendant having assigned and transferred said mortgage paid the same off and had it cancelled on the 7<sup>th</sup> day of March 1881. Within a few days after said mortgage had been paid off by defendant, plaintiff commenced about May 1, 1881 to abuse the defendant with the vilest language without any just cause or provocation therefor and kept the same up, and ceased and refused to discharge any of the duties of a wife, to cook, wash or do anything for defendant or treat him with ordinary courtesy, and openly proclaimed that she only married defendant for what she owed him. Defendant has continuously occupied said premises with his wife ever since their second marriage and from 1855 till their divorce except during the war 1861-1865, and still occupies the same. Since said 2<sup>d</sup> marriage plaintiff has received \$175<sup>00</sup> from the corporation of Marysville for a narrow strip off the east side of said lot appropriated for a street, and at the time of said 2<sup>nd</sup> marriage defendant gave plaintiff \$25.00 at her request to improve the property. Defendant prays that the petition of plaintiff be dismissed at her costs and defendant be allowed to go hence without day, or if that is not done that the rights of the plaintiff and defendant in said property be settled by the decree of the court and for such other & further relief as the case requires.

William Bancroft, Defendant. P. B. Cook & Son, Defts Attys.

Afterward, on the 1<sup>st</sup> day of January A.D. 1888, the following Entry was

made on the Journal by the Clerk of said Court. to-wit:

Jane Bancroft.

No. 5365

Union County Ohio Court of Common Pleas.

Entry.

as  
William Bancroft.

Entry.

No. 5365

This day this cause came on for hearing on the petition of the plaintiff and the amended answer & cross petition of the defendant and the Court being fully advised in the premises do find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at 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 <sup>and</sup> habitual Drunkenness for more than three years last past and that therefore the plaintiff is entitled to a divorce as prayed for. The Court further finds from the evidence that the defendant had rights in the property described in his amended answer & cross petition. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Jane Bancroft & William Bancroft be and the same hereby dissolved, and both parties are released from the obligations thereof. It is further ordered that the plaintiff have the custody care and education of the minor children of said parties hereto until the further order of this Court and said defendant is hereby enjoined from in any manner interfering with the plaintiff in her custody and control of said children and the Court further find and decree that the plaintiff pay the defendant for and in consideration of all his right or interest in the property now occupied by the plaintiff the following sums of money to-wit, One hundred Dollars in hand less an amount equal to the costs made by Deft in this action; Seventy five Dollars one year from the date of this decree; Seventy five Dollars in two years from said date; Seventy five Dollars in three years from its date; Seventy five Dollars in four years from the date thereof said deferred payments not to be negotiable and payable only to said defendant & that said sums be hereby a lien on the premises of the plff. described in the petition.

It is further ordered and adjudged by the Court that the plff. pay the costs of this action taxed at \$1 & that in default of payment of said several sums & costs as herein adjudged that execution issue therefor.

Attest: John L. Bugner, Clerk.

By Nellie Roney, Deputy.

Cases before His Honor, John A. Price, Judge of a Court of Common Pleas begun and held at the Court house, in the Town of Marietta, within and for the County of Union of the Third Subdivision of the South Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven.

Heretofore, to-wit: on the 5<sup>th</sup> day of Nov. A. D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition  
No. 5444  
William  
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*Petition*  
 No. 5444  
 William H. Crary, as Treasurer of Union County, Ohio. Plaintiff  
 against  
 Matilda Baldwin, Jacob Baldwin, Delilah Price,  
 Simpson Price, Harvey Price and Samuel S. Hunter Defendants.  
 In the Court of Common Pleas, Union County, Ohio.

The Plaintiff says: That he is the duly authorized Treasurer of Union County, Ohio: That the sum of One Hundred and Thirteen and  $\frac{9}{100}$  dollars, as taxes, Seventeen and  $\frac{1}{100}$  dollars as penalty thereon, Three and  $\frac{55}{100}$  Dollars as assessments and  $\frac{7}{100}$  Dollars as penalty thereon, stand charged on the Duplicate of said Union County, Ohio, in the name of said defendant Matilda Baldwin against the following described premises, to wit: Situated in the Township of Jackson County of Union and State of Ohio: Part of Virginia Military Survey No. 9922 and 9942, Beginning at a stake in the center of Rush Creek, south east corner of land now owned by J. M. Sanders. Thence westerly with the line of said Sanders' land  $73\frac{1}{100}$  poles to a stone in the road, Thence S.  $12^{\circ}$  E.  $107\frac{1}{2}$  poles to a stone. Thence N.  $78^{\circ}$  E.  $10\frac{1}{100}$  poles to a stake, corner to land now owned by Levi Roseberry. Thence N.  $12^{\circ}$  W.  $56\frac{1}{100}$  poles to a stone, north west corner of said Roseberry's land. Thence N.  $78^{\circ}$  E.  $56\frac{1}{100}$  poles to the center of Rush Creek. Thence down said creek with the meanderings thereof to the place of beginning, containing Forty Four and One-half ( $44\frac{1}{2}$ ) acres of land, more or less - said debts, Delilah Price, Simpson Price, Harvey Price, and Samuel S. Hunter claim some interest in or lien on said lands. Plaintiff therefore asks judgment against said defendant Matilda Baldwin, for said sum of One Hundred and Thirty five and  $\frac{15}{100}$  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. Brodrick & M<sup>r</sup> Campbell, Attorneys for Plaintiff.

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 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 Fifth day of November, A. D. 1887.  
 John L. Burgner, Clerk.

*Receipt*  
 To the Clerk: Issue summonses to the Sheriff of Union County, Ohio, for the above named defendants returnable according to law.  
 Indorse: "Action for judgment and to enforce lien for taxed amount claimed." \$ 135.  $\frac{15}{100}$  Brodrick & M<sup>r</sup> Campbell, Attorneys for Plaintiff.

Afterward, on the 5<sup>th</sup> day of November, 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-Creetings:  
 We command you to notify Matilda Baldwin, Jacob Baldwin, Delilah Price, Simpson Price, Harvey Price and Samuel S. Hunter that they have been sued by William H. Crary as Treasurer of Union County, Ohio, in the Court of Common Pleas of Union County, and that unless

answer by the 3<sup>rd</sup> day of Dec. 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 14<sup>th</sup> day of November A.D. 1887. Witness my hand and the seal of said Court, this 5<sup>th</sup> day of November, A.D. 1887. [Seal] John L. Burgner, Clerk.

Endorsed: In action for judgment and to enforce lien for taxes. Amount claimed \$193<sup>12</sup>. Prodrick & Mr. Campbell, Plaintiffs Attys. Said Writ returned and filed Nov. 14<sup>th</sup> A.D. 1887. endorsed as follows to-wit:

Sherriff's Return. The State of Ohio, Union County, ss. Received this Writ Nov. 5 A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 12<sup>th</sup> day of Nov. A.D. 1887, I served the same by handing a certified copy of this writ with the endorsements thereon to the within named defendants Matilda Baldwin and Jacob Baldwin and by leaving a certified copy at the usual place of residence of the within named defendants Delilah Price and Simpson Price. The within named Harvey Price and Samuel A. Hunter not found in any county. Service 75 - Mileage 3.68 copy 1.20 Total \$5.63 M. Hopkins Sher.

Afterward, on the 9 day of Jan. A.D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. William H. Cray, as Treasurer of Union Co. O. No. 5444 Matilda Baldwin et al. Entry. This day this cause came on for hearing on the petition of the plaintiff, and the defendants still being in default for answer and demurrer it is considered by the Court that the allegations of said petition are confessed by them to be true, and from the evidence the Court find that there is due from said defendant Matilda Baldwin, to said plaintiff, as Treasurer of Union County, Ohio, the sum of One Hundred and Thirty five and <sup>15</sup>/<sub>100</sub> Dollars. It is therefore considered and adjudged by the Court that said plaintiff as such Treasurer recover from said defendant Matilda Baldwin said sum of One Hundred and Thirty five and <sup>15</sup>/<sub>100</sub> Dollars and execution is awarded therefor. The Court further find that the said amount of One Hundred and Thirty five and <sup>15</sup>/<sub>100</sub> Dollars is the first and best lien on the land described in the said petition. It is therefore considered, ordered and decreed by the Court that unless the said defendants shall within one day from the Entry of this decree, pay to said plaintiff the amount of said claim and to the Clerk of this Court the costs herein taxed to # that said premises shall be sold as upon execution and the proceeds thereof shall be brought into Court for distribution.

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

Pleas begun within and fourth Jud year of our fore, to wit with the B. Maggie R.

petition.

No. 5344

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Affidavit

Pleas before His Honor John A. Price, Judge of a Court of 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 25<sup>th</sup> day of October in the year of our Lord, one thousand eight hundred and eighty seven. Hereto fore, to wit, on the 25<sup>th</sup> day of June A.D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

Maggie Hunt, Plaintiff, } In Union County Court of Common Pleas  
vs } Petition.

Alexander Hunt, Defendant. 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 10<sup>th</sup> day of November A.D. 1864 she was lawfully married to the defendant Alexander Hunt at Beverly in the state of Virginia. That during their marriage they have had as the fruits of said marriage the following children Laura Hunt and Nettie Hunt said last named is a minor over 14 years of age. Plaintiff further says that on or about the 30<sup>th</sup> day of May A.D. 1885 said defendant abandoned the plaintiff and has gone to parts unknown without any just cause whatever and as she is informed and believes is living in a state of adultery with one Cynthia Kesott with whom said defendant eloped. Said Alexander Hunt was and now is the owner of Lot 195 in the village of Marysville and also part of Lot 194 in said village having taken said deeds in his own name. Since the said defendant went away from the Plaintiff she has had the care of their youngest daughter Nettie and the oldest daughter Laura and her husband have occupied a part of the said property. Said real estate is in the name of the defendant Alexander Hunt although the plaintiff paid for the one half of the same and is by right entitled to one half of said property and ought to have the other half decreed to her for support, she being now getting old being born in 1840, and unable to work she therefore asked that the court decree her the fee simple title to 1/2 of all of said property in her own right and that the other 1/2 of all said property be decreed the plaintiff as alimony and for her support and for all proper relief.

J. M. Kennedy, Atty. for Pltff

State of Ohio, }  
County of Union, ss. } Maggie Hunt being duly sworn says the facts and allegations in the foregoing Petition are as she believes true.  
Maggie Hunt.

Sworn to and subscribed by the said Maggie Hunt before me this the 25<sup>th</sup> day of June A.D. 1887. William Smith, J.P.

Afterward, on the 25<sup>th</sup> day of June A.D. 1887, the following Affidavit was filed with the Clerk of said Court, to wit:

Maggie Hunt, Plff. } Affidavit for Publication.  
vs }  
Alexander Hunt, Def. } Before me the undersigned authority came Maggie Hunt who being by me first duly sworn says that

The said Alexander Hunt left his place of residence in Marysville, Ohio, on or about the 30<sup>th</sup> day of May A.D. 1885, and went to parts to this plaintiff unknown. That he has been continuously away all of this time. That she has used every effort in her power to find his whereabouts, and that service of summons cannot be made within the state of Ohio: on the defendant and said action is one mentioned in section 5048 of the revised statute of Ohio, and further the defendant saith not. Maggie Hunt.

Sworn to and subscribed before me this the 25<sup>th</sup> day of June A.D. 1887.  
William Smith J.P.

Afterward, on the 24<sup>th</sup> day of Oct. A.D. 1887, the following Legal Notice was filed with the Clerk of said Court, to wit:

Legal Notice.

Maggie Hunt, Plff. } Union County, Ohio, Court of Common Pleas.  
vs }  
Alexander Hunt, Deft.

Legal Notice  
No. 5344

Alexander Hunt whose place of residence is unknown to the plaintiff, will take notice that said plaintiff filed her petition in the Court of Common Pleas of Union County, Ohio, on the 27<sup>th</sup> day of June A.D. 1887, against him, the object and prayer of said petition being to obtain the title to one half of the real estate now in the name of the said Alexander Hunt, in the village of Marysville and with part of lots No. 194 and 195 in said village, also asking a decree for partition out of the other 1/2 of said real estate. Unless he answers said petition by the 12<sup>th</sup> day of August, 1887, said petition will be held true and decree taken accordingly. J.M. Kennedy, Attorney for Plaintiff.  
The State of Ohio.

Union County, ss: The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with June 29, 1887.

W.D. Shearer.

Sworn to and subscribed before me, this 24 day of Oct. 1887.  
J.L. Burgner, Clerk.

Afterward, on the 7 day of Nov. A.D. 1887, the following Entry was made in the Journal by the Clerk of said Court, to wit:

Entry.

Maggie Hunt. } 5344  
vs } Entry.  
Alexander Hunt. } 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 satisfied that due legal notice had been given the defendant by publication do find for the plaintiff. It is therefore ordered and adjudged by the Court that the title to the property described in plaintiff's Petition to wit, Lot 195 & part of Lot 194 in the village of Marysville be forever in the plaintiff and that she have full right to the same with full power to sell, encumber or dispose of the same with a full and complete fee simple title to the 1/2 of the same by this decree & to the other 1/2 for her support and the same to be a complete fee simple

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title to the last 1/2 as prayed for in plaintiffs Petition and that plain-  
tiff to pay costs of case. It is therefore considered ordered and adjudg-  
ed by the court that the plaintiff pay the costs herein taxed to \$  
for all of which execution is awarded.

Attest John L. Burquer, Clerk.  
By Willie Koring, Deputy.

Cases 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 Marys-  
ville, within and for the County of Union, of the Third Subdivision  
of the Sixth Judicial District of the State of Ohio, on the 24 day of Oc-  
tober, in the year of our Lord, one thousand eight hundred and  
eighty seven. Heretofore, to-wit: on the 16 day of Sept. A.D. 1887, the follow-  
ing Petition was filed with the Clerk of said Court, to-wit:  
Philip Saider, Plaintiff.

Petition.

No. 377

vs  
William M. Stinger, as mayor of the village of  
Marysville, Ohio, John L. Burquer, as clerk of said  
village of Marysville, Ohio, and William P. Anderson,  
Edward C. Wolf, Chester L. Robinson, James W. Truitt,  
John H. Sellers, and Joseph A. Geringer,  
as the counsel of the said village of Marysville, Ohio, }  
The State of Ohio,  
Union County,  
Court of Common  
Pleas,  
Petition  
of Defendants. }

The plaintiff says that he is a citizen and tax payer of the vil-  
lage of Marysville Ohio, and that he brings this action for himself  
and 33 others citizens and tax payers of said village of Marysville,  
Ohio. That on the 7<sup>th</sup> day of August 1883 the council of said village pass-  
ed the following resolution. "Resolution declaring the intention of the  
council of the village of Marysville in regard to gas works and provid-  
ing for submitting the question to a vote. Be it resolved by the  
council of the incorporated village of Marysville, Ohio, that it is  
deemed expedient and for the public welfare to construct gas  
works for the manufacture of coal gas and that said gas works  
when constructed shall be owned and controlled by the village."  
Be it further resolved that for the purpose of constructing said  
gas works, bonds of the corporation be issued not to exceed \$20000.00  
to be dated March 1st, 1884 and to be made payable and number-  
ed as follows, No. 1. \$1000.00 March 1st, 1890. No. 2. \$1000.00 Sept. 1st,  
1890. No. 3. \$1000.00 March 1st, 1891. No. 4. \$1000.00 Sept. 1st, 1891. No. 5. \$1000.00  
March 1st, 1892. No. 6. \$1000.00 Sept. 1st, 1892. No. 7. \$1000.00 March 1st,  
1893. No. 8. \$1000.00 Sept. 1st, 1893. No. 9. \$1000.00 March 1st, 1894. No. 10.  
\$1000.00 Sept. 1st, 1894. No. 11. \$1000.00 March 1st, 1895. No. 12. \$1000.00  
Sept. 1st, 1895. No. 13. \$1000.00 March 1st, 1896. No. 14. \$1000.00 Sept. 1st, 1896.  
No. 15. \$1000.00 March 1st, 1897. No. 16. \$1000.00 Sept. 1st, 1897. No. 17. \$1000.00  
March 1st, 1898. No. 18. \$1000.00 Sept. 1st, 1898. No. 19. \$1000.00 March  
1st, 1899. No. 20. \$1000.00 Sept. 1st, 1899." Each of said bonds to bear  
interest at the rate not to exceed 5 per cent. per annum, payable  
semi-annually. Be it further resolved that the mayor be and he is

herby authorized and directed to issue a proclamation ordering a special election to be held on Monday the 3rd day of September at the usual voting place at which election the question of constructing gas works and issuing bonds for the same as above set forth be submitted to the qualified voters of the corporation. Those in favor of constructing gas works and issuing bonds for the same as above provided shall place on their ballots the words "For construction of Coal Gas Works and issuing bonds for same yes." Those opposed shall place on their ballots the words "For construction of Coal Gas Works and issuing bonds for the same no." Be it further resolved that this resolution shall be in force and take effect from and after 10 days after its legal publication. That an election was held on the 3rd day of September 1883 in accordance with the said resolution, which resulted in favor of constructing Gas Works as provided in said resolution. That during the session of the 56th general assembly of the state of Ohio, an act was passed entitled "an act to authorize the village of Marysville, Marion County, Ohio, to issue bonds for the purpose of constructing Gas works." That by the provisions of said act said bonds were to be dated March 1st, 1884, and the same were to be issued and sold in accordance with the resolution above set forth. That the council which passed the said resolution and which was in existence until after the 7th day of April 1884, wholly failed to take any steps whatever toward the construction of said Gas Works or the issuing of said bonds. That no action has been taken by any subsequent council of the said village until the acts hereinafter complained of. That the council of said village in the year 1886, contracted for the lighting of the streets of said village in a manner otherwise than by the construction of gas works. That on the 28th day of July 1887, at a meeting of the council of said village of Marysville, Ohio, composed of the defendants above named, a committee was appointed to procure Plans and specifications for the construction of Gas Works in said village. That at a special meeting of said council held on the 14th day of August 1887, said committee reported Plans and specifications for the construction of said gas works, which were adopted by said council, and said council proceeded to advertise for bids for the construction thereof, and also for the sale of the bonds of said village to the amount of \$20000.00. That the bids for the construction of said gas works were received by the said council on the 8th day of September 1887, but plaintiff is informed that the contract has not yet been awarded. That the bids for the sale of said bonds are to be received until September 19th, 1887, at 2 o'clock P.M. The said Plaintiff further says that there is no money now in the treasury for the constructing of said gas works, and that no levy has been made by said council for such purpose. Plaintiff says that all the acts of said defendants in relation to the construction of said gas works and the sale of said bonds are without authority of law and void, and that no resolution or ordinance has been passed by the village of Marysville, Ohio, or act by the general assembly of the state of Ohio, other than as above recited, in relation to the construction of said gas works or the sale of said bonds. Plaintiff further says that the said bonds have not yet been signed or issued. Said defendants are threatening, and will, unless restrained

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by the order of this Court, proceed to issue and sell said bonds and award said contract for the construction of said gas works, to the great and irreparable injury of plaintiff and those for whom he brings this action. Wherefore plaintiff prays that the defendants be restrained from taking any further steps toward the awarding of the said contract for the construction of said gas works, and from taking further steps toward signing, issuing or selling said bonds, and that on the final hearing hereof said defendants be perpetually enjoined from taking any further steps toward the construction of said gas works, and for the signing, issuing and sale of said bonds, and for such other and further relief as equity and the nature of the case may require.

Brodrick & Mc Campbell, J. B. Eulton.

The State of Ohio,  
Union County, ss.

Attorneys for Plaintiff.

Philip Snider being first duly sworn according to law says the facts stated and allegations of the foregoing petition are true.

Philip Snider.

Sworn to by the said Phillip Snider before me and signed by him in my presence this 16<sup>th</sup> day of September 1887.

W. W. Merchant, Notary Public.

Injunction allowed as prayed for in this petition, on plaintiff giving bond in the sum of \$1000.00 conditioned according to law, with sureties, to the acceptance of the Clerk of the Court of Common Pleas of Union County, Ohio, until further order of said Court of Common Pleas of Union County, Ohio. September 16<sup>th</sup> 1887.

Fees of Probate Judge \$2.00

Paid by plaintiffs

John B. Coats, Probate Judge.

Clerk: Issue summonses to sheriff of Union County, Ohio, for the within named defendants; Indorse: Action for Injunction. Injunction allowed.

Brodrick & Mc Campbell & J. B. Eulton, Attys.

Afterward, on the 16<sup>th</sup> day of Sept. A.D. 1887, the following Order of Injunction was filed with the Clerk of said Court, to wit:

Philip Snider Plaintiff.

Order of Injunction.

Before the Probate Judge.

vs  
William M. Wingeret Mayor &c et. al.

Motion For Temporary Injunction in the Court of Common Pleas Union County, Ohio.

And now on this 16<sup>th</sup> day of September 1887 came the plaintiff, by Brodrick & Mc Campbell & J. B. Eulton his 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 Philip Snider and the Affidavit thereto 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 William M. Wingeret as mayor of the village of Marysville, Ohio, John B. Guthrie as Clerk of said Village of

Receipt  
No. 5377.

Order of  
Injunction

Marysville Ohio. William P. Anderson, Edward E. Cole, Chester L. Robinson, James W. Field - John L. Sellers and John E. Governor as the Council of the Village of Marysville Ohio, from taking any further steps toward the awarding of the contract for the construction of Gas Works in the Village of Marysville Ohio, and from taking any further steps toward signing or selling the bonds of the said Village of Marysville Ohio for the construction of said Gas Works as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summonses in this case endorsed injunction allowed on said plaintiff, giving an undertaking to the said defendants, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of \$1000 <sup>00</sup>

Deal John B. Coats, Probate Judge.

Afterward, on the 16<sup>th</sup> day of Sept. A.D. 1887, the following Undertaking was filed with the Clerk of said Court, to wit:

Philip Snider Plaintiff.

Undertaking

vs

William M. Winget, as Mayor of the Village of Marysville, Ohio, et al. Defendants.

Undertaking on the part of the Plaintiff for an injunction. Common Pleas Court.

We, Philip Snider, trust our selves to the defendant William M. Winget, as Mayor of the Village of Marysville, Ohio, John B. Guthrie as Clerk of said Village and William P. Anderson, Edward E. Cole, Chester L. Robinson, James W. Field, John L. Sellers and John E. Governor as Council of said Village in the sum of One thousand dollars, that the plaintiff Philip Snider shall pay to the said defendant the damages they may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted.

No. 1377

Marysville, Ohio, September the sixteenth, one thousand eight hundred and eighty seven.

Approved by me this 16<sup>th</sup> day of September A.D. 1887.

John L. Burgner, Clerk of Common Pleas Court of Union County, Ohio.

Philip Snider.

Jas. B. Whelpley.

F. B. Sprague

C. S. Chapman.

A. Thompson J. M. Campbell

Afterward, on the 16<sup>th</sup> day of Sept. A.D. 1887, the following Summons was issued by the Clerk of said Court, to wit:

The State of Ohio.

Union County, ss.

Summons.

To the Sheriff of the County of Union Greeting: We command you to notify William M. Winget, as Mayor, of the Village of Marysville, Ohio, John B. Guthrie, as Clerk of said Village of Marysville Ohio, and William P. Anderson, Edward E. Cole, Chester L. Robinson, James W. Field, John L. Sellers and John E. Governor as the Council of the said Village of Marysville, Ohio, that they have been sued by Philip Snider in the Court of Common Pleas of Union County, and that unless they answer by the 15<sup>th</sup> day of October A.D. 1887, 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 26<sup>th</sup> day of September A.D. 1887. Witness my

hand and seal

Endors bond give said

Shuffle return.

No. 5377

followe, to The State of Union Court and pursue the same by return to the copy 160

Altere filed with Philip Snider vs

Notion.

William M. Winget, as Mayor of the Village of Marysville, Ohio, et al. Defendants. The plaintiff Philip Snider vs the defendant William M. Winget, as Mayor of the Village of Marysville, Ohio, et al. Defendants. State of Ohio can be heard in Common Pleas. Injunction out Septem and affid Porter & Po

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Aftera made on Philip Snider

Entry.

vs W. M. Winget J. M. Campbell fear that Judge will any Injur till Phillip hearing the issue, it is co the same by William M.

and the seal of said Court, this 16<sup>th</sup> day of Sept. A.D. 1887.  
[Seal] John L. Burgher, Clerk.

Endorsed: In action for Injunction, Injunction allowed and bond given. E. B. Tullton & Brodrick & Mc Campbell, Plaintiffs Attys.

Said Writ returned and filed Oct. 3<sup>rd</sup> A.D. 1887, endorsed as follows, to-wit:  
The State of Ohio, } Sheriff's Return.  
Union County, ss. } Received this Writ Sept. 16, A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 19<sup>th</sup> day of Sept. A.D. 1887, I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendants. Service 1.85 Mileage .32 Copy 1.60 Total \$3.27 M. Hopkins, Sher.

Afterward, on the 19<sup>th</sup> day of Sept. A.D. 1887, the following Motion was filed with the Clerk of said Court, to-wit:

Philip Snider, Plaintiff. } No. 5377  
vs } Court of Common Pleas.  
William M. Winger as Mayor of the } Union County, Ohio.  
village of Marysville, Ohio, et al. Defendants. } Motion.

The plaintiff and all the other citizens and tax payers for whom the plaintiff brings his action are hereby notified that the defendants will on Friday the 23<sup>rd</sup> day of September 1887 at the Court Room in the Village of Bellefontaine County of Logan and State of Ohio, at the hour of 10 o'clock P.M. or soon thereafter as counsel can be heard apply to the Hon. John A. Price Judge of the Court of Common Pleas in this Subdivision to vacate and dissolve the Temporary Injunction granted in this case by the Probate Judge of Union County on September 16<sup>th</sup> 1887. Said motion will be made upon the Petition and affidavit upon which the Injunction was granted.

Porter & Porter, Coles Sons, Cameron & Woodburn, Robinson & Piper.  
Attorneys for the Defendants.  
Acknowledge service this 19<sup>th</sup> day of September 1887.  
Brodrick & Mc Campbell E. B. Tullton, Attorneys for Plaintiff.

Afterward, on the 29<sup>th</sup> day of Sept. A.D. 1887, the following Entry was made on the Journal, by the Clerk of said Court, to-wit:

Philip Snider }  
vs } And now on this 16<sup>th</sup> day of September  
W. M. Winger, Mayor et al. } 1887, came the plaintiff by Brodrick &  
Mc Campbell and E. B. Tullton, his attorneys, and it being made to ap-  
pear that there is at this time no Common Pleas Circuit, or Supreme  
Judge within the County, the motion of the plaintiff for a temporary  
Injunction came on and was heard upon the petition of the plain-  
tiff Phillip Snider and the affidavit thereto therein filed, and after  
hearing the argument of counsel, and being fully advised in the prem-  
ises, it is considered and ordered that a temporary injunction be and  
the same hereby is allowed in this case to restrain the said defendants  
William M. Winger as Mayor of the Village of Marysville, Ohio, John B.

Puttrick as Clerk of said Village of Marysville, Ohio. William P. Anderson, Edward E. Cole, Chester L. Robinson James W. Field, John L. Sellers and John E. Governor as the Council of the Village of Marysville, Ohio, from taking any further steps toward the awarding of the contract for the construction of Gas Works in the Village of Marysville, Ohio, and from taking any further steps toward signing, issuing, or selling the bonds of the said Village of Marysville, Ohio, for the construction of said Gas works as prayed for in said petition. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed in junction allowed on said Plaintiff, giving an undertaking to the said defendants, conditional according to law with security to be accepted by the said Clerk of the Court of Common Pleas in the sum of \$1000-

John B. Coats, clerk Probate Judge.

Afterward, on the 30 day of Sept. A.D. 1887, the following Notice was filed with the Clerk of said Court to wit:

Philip Snider vs In the Court of Common Pleas of Union County, Ohio.

William M. Winget, Mayor et al vs Notice of intention to Amend petition.

The defendant will take notice that the plaintiff in this case will file an amended petition herein within ten days from this date.

Sept. 30<sup>th</sup> 1887. T. B. Fulton & Brodrip & Mc Campbell, Attorneys for Plff.

Service acknowledged Sept. 30<sup>th</sup> 1887.

Porter & Porter, Attorneys for Defendant.

Afterward, on the 7 day of Oct. A.D. 1887, the following Amended Petition was filed with the Clerk of said Court, to wit:

Philip Snider, Plaintiff,

vs  
William M. Winget, as Mayor of the village of Marysville, Ohio. John B. Puttrick, as Clerk of said village of Marysville, Ohio, and William P. Anderson, Edward E. Cole, Chester L. Robinson, James W. Field, John L. Sellers and John E. Governor, as the council of the said village of Marysville, Ohio, Defendants.

for amended petition herein, says: That about the year 1881 the council of said village of Marysville, Ohio, repealed the ordinance creating a solicitor in said village, since which time there has been no solicitor for said village, that the Plaintiff is a citizen and tax payer of said village, being the owner of personal property and real estate therein and brings this action on behalf of the corporation of the said village of Marysville, Ohio, under sections 1777, 1778 & 1779 of the revised statutes of the said State of Ohio. That on the 7<sup>th</sup> day of August 1883, the council of said village passed the following resolution: "Resolution declaring the intention of the council of the village of Marysville in regard to Gas works and providing for submitting the question to a vote. Be it resolved by the incorporated village of Marysville, Ohio, that it is deemed expedient and for the public welfare to construct Gas Works for the manufacture of coal Gas, and that said Gas Works when constructed shall be owned and controlled by the village. Be it further resolved

Notice.  
Nos. 377

amended  
Petition.

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

Amended Petition.

The plaintiff.

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"that for the purpose of constructing said gas works, bonds of the corporation be issued not to exceed \$20550.00 to be dated March 1st 1884 and to be made payable and numbered as follows: No. 1. \$1000.00 March 1st 1890. No. 2. \$1000.00 Sept. 1st 1890. No. 3. \$1000.00 March 1st 1891. No. 4. \$1000.00 Sept. 1st 1891. No. 5. \$1000.00 March 1st 1892. No. 6. \$1000.00 Sept. 1st 1892. No. 7. \$1000.00 March 1st 1893. No. 8. \$1000.00 Sept. 1st 1893. No. 9. \$1000.00 March 1st 1894. No. 10. \$1000.00 Sept. 1st 1894. No. 11. \$1000.00 March 1st 1895. No. 12. \$1000.00 Sept. 1st 1895. No. 13. \$1000.00 March 1st 1896. No. 14. \$1000.00 Sept. 1st 1896. No. 15. \$1000.00 March 1st 1897. No. 16. \$1000.00 Sept. 1st 1897. No. 17. \$1000.00 March 1st 1898. No. 18. \$1000.00 Sept. 1st 1898. No. 19. \$1000.00 March 1st 1899. No. 20. \$1000.00 Sept. 1st 1899.

Each of said bonds to bear interest not exceed five per cent. per annum, payable annually. Be it further resolved that the Mayor be and is hereby authorized and directed to issue a proclamation ordering a special election to be held on Monday the 3rd day of September at the usual voting place at which election the question of constructing gas works and issuing of bonds for the same as above set forth be submitted to the qualified voters of the corporation. Those in favor of constructing gas works and issuing bonds for the same as above provided shall place on their ballots the words for construction of coal gas works and issuing bonds for same purposes. Those opposed shall place on their ballots the words "for construction of coal gas works and issuing bonds for the same No." Be it further resolved that this resolution shall be in force and take effect from and after its legal publication.

That an election was held on the 3rd day of September 1888 in accordance with the said resolution, which resulted in favor of constructing gas works as provided in said resolution. That during the session of the 66th general assembly of the state of Ohio, an act was passed entitled "an act to authorize the village of Marysville, Union County, Ohio, to issue bonds for the purpose of constructing gas works."

That by the provisions of said act said bonds were to be dated March 1st 1884, and the same were to be issued and sold in accordance with the resolution above set forth.

That the council which passed the said resolution and which was in existence until after the 7th day of April 1884, wholly failed to take any steps whatever toward the construction of said gas works or the issuing of said bonds. That no action has been taken by any subsequent council of the said village until the acts hereinafter complained of. That the council of said village in the year 1886, contracted for the lighting of the streets of the said village in a manner otherwise than by the construction of gas works, and they are satisfactorily lighted under it. That on the 28th day of July 1887, at a meeting of the council of said village of Marysville, Ohio, composed of the defendants above named, a committee was appointed to procure plans and specifications for the construction of Gas Works in said village.

That at a special meeting of said council held on the 15th day of August 1887, said committee reported plans and specifications for the construction of said Gas Works, which were adopted by said council, and said council proceeded to advertise for bids for the construction thereof, and also

for the sale of the bonds of said village to the amount of \$20,000.00. That the bids for the construction of said gas works were received by the said council on the 8<sup>th</sup> day of September 1887, the lowest of which bids exceeded the sum of \$19,000.00, but plaintiff is informed that the contract has not yet been awarded. That the bids for the sale of said bonds were received until September 19<sup>th</sup> 1887 at 2 o'clock P.M. The defendant further says that there is no money in the Treasury for constructing said gas works, and that no levy has been made by said Council for such purpose. Plaintiff says that all the acts of said defendants in relation to the construction of said gas works and the sale of said bonds are without authority of law and void, and that no resolution or ordinance has been passed by the village of Marysville, Ohio, or act by the general assembly of the state of Ohio, other than as above recited in relation to the construction of said Gas works or the sale of said bonds. Plaintiff further says that the said bonds have not yet been signed or issued.

Said defendants are threatening to, and will, unless restrained by the order of this court, proceed to issue and sell said bonds and award said contract for the construction of said gas works, and will levy a tax to pay the interest on said bonds and said bonds as they mature, and will thereby increase the taxes that this plaintiff and the other citizens of said village will be compelled to pay, to their lasting, great, and irreparable injury. Wherefore the plaintiff prays that the defendants be restrained from taking any further steps toward the awarding of the said contract for the construction of said gas works, and from taking further steps toward signing, issuing or selling said bonds, and that on final hearing hereof, said defendants be perpetually enjoined from taking any further steps toward the construction of the said gas works, and from the signing, issuing and sale of said bonds, and for such other and further relief as equity and the nature of the case may require.

Brodrick & Mc Campbell, J.B. Fulton, Attorneys for Plaintiff

The State of Ohio,

County of Marion, ss: Philip Snider being first duly sworn according to law says the facts stated and allegations of the foregoing amended petition are true. Philip Snider.

Sworn to by the said Philip Snider before me, and signed by him in my presence, this 6<sup>th</sup> day of October 1887.

[Seal]

W. W. Merchant, Notary Public.

Afterward, on the 20<sup>th</sup> day of Oct. A.D. 1887, the following Demurrer was filed with the clerk of said court, to-wit:

Demurrer

Philip Snider, Plaintiff, } Court of Common Pleas  
 Against } Marion County, Ohio.  
 William M. Winget, et al. Defendants. Demurrer No. 5377.

No. 5377

The defendants demur to the Amended petition of plaintiff, and for ground of demurrer say: That said Amended petition does not state facts sufficient to constitute a cause of action against these defendants.

Common & Woodburn and Cole & Son, Porter & Porter, Attys for Defendants

Afterward, on the 24<sup>th</sup> day of Oct. A.D. 1887, the following Motion was filed

Motion  
No. 5377

Entry

Entry

Demurrer

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with the clerk of said Court, to wit:

Philip Snyder, Plaintiff

State of Ohio, Union County, ss.

vs  
Wm. M. Winget et als. Deft.

To the Court of Common Pleas.

Motion No. 5377.

The defendants move the Court for an order striking from the files the amended petition in this case and for cause say. Said amended petition is a departure from the original action and substantially charges the plaintiff's claim as set out in his first petition, and the allegations in said amended petition make a new and separate claim of recovery.

The allegations in said amended petition are not the proper subject of amendment but can only be set up in a new action. 2<sup>nd</sup> From the statements in said amended petition it appears that this court has no jurisdiction of the subject matter. Wherefore defendants move that said amended petition be stricken from the files and this action dismissed. Porter & Porter, Cole & Son, Cameron & Woodburn, Attys for Defendants.

Afterward on the 24<sup>th</sup> day of Oct. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Philip Snyder

No. 5377

vs  
W. M. Winget, Mayor & et al.

This day the defendants on their motion have leave to withdraw their demurrer to the amended petition of Plaintiff filed on the day of October 1887, and to substitute a motion to strike said amended petition from the files, and thereupon said motion was filed instanter.

Afterward on the 1<sup>st</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Philip Snyder.

No. 5377

vs  
William M. Winget, et al.

Entry. This day this cause came on for hearing on motion of the defendants to strike the amended petition from the files on the grounds: 1<sup>st</sup> That said amended petition is a departure from the original petition and 2<sup>nd</sup> That the Court has no jurisdiction of the subject matter in said amended petition. And the same was argued by counsel and submitted to the court. On consideration whereof the Court do overrule said motion, to which ruling and decision of the Court the said defendants by their attorneys then and there except. The defendants then asked and obtained leave to plead to said amended petition instanter.

Afterward on the 1<sup>st</sup> day of Nov. A.D. 1887, the following Demurrer was filed with the clerk of said Court, to wit:

Philip Snyder, Plaintiff,

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

vs  
William M. Winget et als Defendants: Demurrer.

Now comes the said defendants and demur to the amended petition of the said plaintiff and for grounds of demurrer say 1<sup>st</sup> This Court has no jurisdiction of the subject of this action. 2<sup>nd</sup> The said plaintiff has not legal capacity to sue in this action. 3<sup>rd</sup> That the said

amended petition does not state facts sufficient to constitute a cause of action in favor of the said plaintiff and against these defendants.  
Porter & Porter, P. B. Cole & Son, Cameron Woodburn, Attys. for Defendants.

Afterward, on the 9 day of Jan. A. D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Controversy

Philip Snyder.

No. 5377

This day this cause came on to be heard.

No. 5377

William M. Kinget et al. upon the demurrer filed Nov. 17 1887 to the amended petition of plaintiff, filed October 7 1887 and was argued by counsel and the Court being fully advised in the premises finds said demurrer well taken and sustains the same. It is therefore considered that said petition be dismissed at the costs of the plaintiff. It is therefore considered and adjudged that the defendants recover of the plaintiff their costs herein taxed at \$ and thereupon the plaintiff gave notice of his intention to appeal this case to the Circuit Court, and the Court fixed the amount of the appeal bond at \$500.

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

Cases before the Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth 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 seven. Heretofore, to-wit, on the 9 day of May, A. D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition

Mary Bergeman and Benjamin Bergeman, her husband, Plaintiffs.

Court of Common Pleas, Union County, Ohio.

No. 5281

vs  
Choebe Laird, Moses Laird, Allen Hannawalt, Hester Wait, George Wait her husband, John Hannawalt, William Hannawalt, Sarah Wilson, David W. Wilson, her husband, Thomas Hannawalt, and Agon Fossey Administrator of Estate of George Hannawalt Senior, Deceased. Defendants.

Petition.

Plaintiffs say: That on or about the 17<sup>th</sup> day of January A. D. 1886 one George Hannawalt Senior late of Union County Ohio died intestate, seized in fee simple in the following described real estate situate in the County of Union in the State of Ohio, and in the Virginia Military Survey Number 5477 and bounded and described as follows: Bounded on North by Watkins and Bellepoint Travel Road on the East by land owned by E. Haggard, heirs and the farm formerly owned by Phineas Bell, on the South by the said Phineas Bell land and on the west by lands owned by defunct Wilkins and Jefferson Bonklin and more particularly described by Deeds made by James Thompson & Geo Dean to said Geo. Hannawalt, Geo Dean to Geo. Hannawalt Oct. 27 1837 Vol. 6 of 5-71 N.C.R.S. Beginning at 2 Beches in the North line of original Survey thence N. 78° E. with the old

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line 22 poles to two elms + a Beech - thence  $N. 10^{\circ} E. 67$  poles to a Hickory and Mulberry - thence  $S. 78^{\circ} W. 122$  poles to a Hickory + White Oak - thence  $N. 10^{\circ} W. 67$  poles to the beginning - containing 50 acres more or less + being part of Survey No. 5477. James Thompson Deed to said Hannawalt Recorded in Vol. 7 on page 346 - Premises situate in said County and State in Survey No. 5477 - described as follows. Beginning at an Elm Black Maple in Moses Bell's line - thence with said line  $N. 8^{\circ} 21' W. 103$  poles to a Mulberry Hickory + Dogwood North East corner to land deeded by G. Lee to James Thompson Jr - thence with the line  $S. 79^{\circ} W. 39$  poles to an Ironwood Water Beech + Lynn - thence  $S. 8^{\circ} 20' E. 102$  poles to a Hickory Red Oak and Elm - thence  $N. 80^{\circ} 30' E. 39$  poles to the beginning containing 25 acres. Also another tract described in deed recorded in Vol. 9 page 205 - Union Co. Deed Record dated Jan. 26<sup>th</sup> 1842. Described as follows Situate in County of Union and State of Ohio, known and described as follows in Survey No. 5477. Commencing at an Ironwood Water Beech and Lynn corner to said Geo. Hannawalt - thence  $S. 79^{\circ} W. 84$  poles to a Hickory and White Oak - thence  $S. 10^{\circ} E. 100$  poles to a stake corner to John Thompson - thence  $N. 80^{\circ} E. 84$  poles to a Hickory and Red Oak + Elm corner to said Geo. Hannawalt - thence on the line of said Hannawalt  $N. 10^{\circ} W. 102$  poles to the beginning containing 50 acres. Excepting from the above described three tracts twenty five acres conveyed by said Geo. Hannawalt to Joseph Walker as by Deed recorded in Vol. 9 Dated Dec. 9<sup>th</sup> 1843 - Part of Survey 5477 - Bounded as follows to wit: Beginning at a stone in the 3<sup>rd</sup> road in G. Hannawalt west line - thence  $S. 10^{\circ} E. 70$  poles to 3 Red Oaks in G. Hannawalt S. W. corner - thence  $S. 80^{\circ} W. 64$  poles to two Ashes + Maple - thence  $N. 10^{\circ} W. 85$  poles to a stone in said road - thence  $S. 83^{\circ} E. 56$  poles to the beginning containing twenty five (25) acres.

Said George Hannawalt Senior left no widow - The said premises descended to the following persons only heirs and legal representatives of the said George Hannawalt. I The plaintiff who is a daughter of the said George Hannawalt Deceased. II Phoebe Laird a daughter of said George Hannawalt Deceased and wife of one Moses Laird + who reside in said Union County. III Allen Hannawalt a son of the said George Hannawalt Deceased. He resides in Delaware County, Ohio. IV Hester Wait a daughter of said George Hannawalt Deceased and wife of one George Wait and who reside at Harlem in Allen County in State of Indiana. V John Hannawalt a son of the said George Hannawalt Deceased + who resides at Peiffer Hardon County Ohio. VI William Hannawalt a son of the said George Hannawalt Deceased and who resides at Kieflerwill Putnam County in State of Ohio. VII Sarah Wilson a daughter of the said George Hannawalt Deceased and wife of one David W. Wilson and who resides at Peiffer in the County of Hardin in State of Ohio. VIII Thomas Hannawalt a son of the said George Hannawalt Deceased and who resides at at Peiffer in the County of Hardin in the State of Ohio. The parties above named have the following undivided estate in said premises viz I The Plaintiff Mary Bergeman one undivided eighth ( $\frac{1}{8}$ ) in fee. II The said Phoebe Laird one undivided eighth ( $\frac{1}{8}$ ) in fee. III The said Allen

Hannawalt one undivided eighth (1/8) in fee. IV The said Hester Wait one undivided eighth (1/8) in fee. V The said John Hannawalt one undivided eighth (1/8) in fee. VI The said William Hannawalt one undivided eighth (1/8) in fee. VII The said Sarah Wilson one undivided eighth (1/8) in fee and VIII The said Thomas Hannawalt one undivided (1/8) in fee.

Plaintiffs further say that said Aaron Sossey on the 6<sup>th</sup> day of March A.D. 1886 was duly appointed and qualified as administrator of the estate of the said George Hannawalt Junior deceased by the probate court of the County of Union in the State of Ohio and that the said estate is still unsettled as plaintiffs are informed. Plaintiffs pray that the said Phoebe Laird, Moses Laird, Allen Hannawalt, Hester Wait, George Wait, John Hannawalt, William Hannawalt, Sarah Wilson, David W. Wilson, Thomas Hannawalt and Aaron Sossey be made parties defendants to this petition and plaintiffs desiring to hold her interest in severally prays partition may be made or if partition cannot be made without manifest injury, then that premises may be sold or such other order taken as ease may require. Robinson & Piper, Attorneys for Plaintiffs State of Ohio.

Union County, ss.: Mary Bergman being duly sworn according to law says the facts stated and the allegations in the foregoing petition are as she verily believes true and further she says that the defendants Hester Wait and George Wait are not residents of the State of Ohio and that service of summonses cannot be made upon them within the said State of Ohio, and that service must be made by publication as provided by statute. Mary Bergman.

Sworn to before me by Mary Bergman and by her subscribed in my presence this 9<sup>th</sup> day of March A.D. 1887.

Seal J. L. Burger, Clerk.

Waiver. We hereby waive the issuing and service of summonses in the above action and hereby enter our appearance herein this 5<sup>th</sup> day of April A.D. 1887. Hester Wait & George Wait her husband by J. M. Kennedy

No. 3281 To Clerk: Issue summonses upon the petition in above case directed to Sheriff of Union County, Ohio, for Aaron Sossey, Phoebe Laird and Moses Laird, directed to Sheriff of Delaware County, Ohio, for Allen Hannawalt, directed to Sheriff of Hardin County, Ohio, for John Hannawalt, Thomas Hannawalt Sarah Wilson and David W. Wilson and to Sheriff of Putnam County, Ohio, for William Hannawalt returnable according to law. Endorse Petition for Partition Robinson and Piper Attorneys for Plaintiffs.

Afterward, on the 9<sup>th</sup> day of March, A.D. 1887, the following summonses were issued by the clerk of said court, to wit:

Union County, ss.: To the Sheriff of the County of Hardin Breiting: We command you to notify John Hannawalt, Thomas Hannawalt, Sarah Wilson and David W. Wilson, that they et al. have been sued by Mary Bergman and Benjamin Bergman her husband, in the the Court of Common Pleas of Union County, and that unless they answer by the 9<sup>th</sup> day of April A.D. 1887 the petition of said plaintiffs against them

filed in the true, and of this suit and the seal

Endo

Sheriff's Return No. 3281

Said The State of Hardin Co and press the same to Union to be David W. W. filed copy of assessed Mileage 2 John

Summons

The State of Union Co We command been since Court of lower by the against the will be taken make due Witness A.D. 1887.

Endo

Sheriff's Return

Said The State of Putnam 5 o'clock P.M. 1887, I served said with all Docketing

Summons

The State of Union Co We command Laird that Benjamin Bergman County, a

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 subpoena on the 21<sup>st</sup> day of March A.D. 1887. Witness my hand and the seal of said Court, this 9<sup>th</sup> day of March A.D. 1887.  
{Seal} J. L. Burgner, Clerk.

Endorsed: In action for Partition.  
Robinson & Piper, Plaintiffs, Atty.

Sheriff's Return.

Said Writ returned & filed Mar. 21<sup>st</sup> 1887, endorsed as follows, viz:  
The State of Ohio.  
Hardin County, ss. Received this Writ Mar. 11<sup>th</sup> A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 17<sup>th</sup> day of March A.D. 1887, I served the same by delivering a certified copy hereof with the endorsements thereon to the within named John Hannawalt, Sarah Wilson and David M. Wilson. I served the same Mar. 17<sup>th</sup> 1887, by leaving a certified copy hereof with the endorsements thereon at the usual place of residence of the within named Thomas Hannawalt. Service 75<sup>¢</sup> Mileage 2.25 Copy 1.00 Return .25 Total \$4.25  
John S. Scott, Sheriff, Hardin County, Ohio.

No. 281

The State of Ohio.  
Union County, ss. To the Sheriff of the County of Putnam & Presting: We command you to notify William Hannawalt that they have been sued by Mary Bergeman and Benjamin Bergeman in the Court of Common Pleas of Union County, and that unless they answer by the 9<sup>th</sup> day of April, A.D. 1887 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 subpoena on the 21<sup>st</sup> day of March A.D. 1887. Witness my hand and the seal of said Court, this 9<sup>th</sup> day of March A.D. 1887. {Seal} J. L. Burgner, Clerk.

Summons

Endorsed: In action for Partition.  
Robinson & Piper, Plaintiffs, Atty.

Sheriff's Return.

Said Writ returned and filed Mar. 16<sup>th</sup> 1887, endorsed as follows, viz:  
The State of Ohio.  
Putnam County, ss. Received this Writ March 11<sup>th</sup> A.D. 1887, at 3 o'clock P.M. and pursuant to its command, on the 14<sup>th</sup> day of March A.D. 1887, I served the same by delivering a true & certified copy thereof to the said within named defendant William Hannawalt personally with all the endorsements thereon. Service 30 Mileage 2.25 Copy .25 Docketing &c. 65 Return .25 Total \$9.65 Peter Wammacher Sheriff.

Summons

The State of Ohio.  
Union County, ss. To the Sheriff of the County of Union & Presting: We command you to notify Aaron Dorsey, Choctel Laird and Moses Laird that they et al. have been sued by Mary Bergeman and Benjamin Bergeman her husband, in the Court of Common Pleas of Union County, and that unless they answer by the 9<sup>th</sup> day of April A.D. 1887



George Hannawalt. That they are now in possession and occupancy of said lands and absolutely refuse to yield possession of said land to the other tenants in common therein, or to allow any one to whom the same could be let or rented by the tenants in common to take possession of said lands. That it will be impossible to sell or dispose of said premises in time for the ensuing year sent through the action of the court. Defendants further say that the use of said farm is worth to the tenants in common to said estate the sum of \$275<sup>00</sup> Dollars. Said defendants further say that said Plaintiff and her husband have but little property except what they will derive from said estate of George Hannawalt Dec. in this proceeding in partition and said account after deducting cost of suit costs of administration allowance to the administrator of said estate to pay debts &c it will leave said plaintiff wholly irresponsible for said Rents and profits of said lands for the ensuing year. The defendants therefore ask that the court order that out of the sale of said land, and out of the share set off to said Mary Bergeman the Rents of said Real Estate for the ensuing year be paid & up to the time the same possession into the hands of the purchaser at said sale in partition less the interest of said Mary Bergeman in said rents and for all proper relief. J.M. Kennedy, Atty for the Defendants.

The State of Ohio,  
 Union County, ss. Phoebe Laird being duly sworn, says the facts and allegations are as she believes true in the foregoing answer.  
 Phoebe Laird.

Sworn to and subscribed by the said Phoebe Laird before me this the 5<sup>th</sup> day of April, A.D. 1887. W<sup>m</sup> Smith Justice of the Peace.

Afterwards on the 8<sup>th</sup> day of April, A.D. 1887 the following answer was filed with the clerk of said Court, to wit:

Mary Bergeman, Benj. Bergeman, Plaintiff. Union County, Court of Common Pleas.  
 vs  
 Phoebe Laird et al. Defendants. Separate Answer of John Hannawalt & David M. Wilson.

Now comes the said Defendants and for their separate answer say they admit the right to have said Partition. But say that they are the owners of certain covenants of Warranty made by the said George Hannawalt in his life time on 70<sup>1</sup>/<sub>2</sub> acres of land in Military Survey 10021 in the County of Hardin and State Ohio for a more complete description reference is hereby made to the records of deeds of the same in said County. That said Covenant of Warranty was made to said defendants as follows to wit: To John Hannawalt, Aug. 16-1873. To Sarah G. Wilson wife of D.M. Wilson April 21<sup>st</sup> 1877. That said Covenant of Warranty has failed as to a part of said land and these defendants have been subjected to pay rents costs & expense the sum of \$246<sup>02</sup> by the decree of the Court of Common Pleas of Hardin County Ohio. Said defendants therefore say that they are entitled to recover of said estate said sum, with its interest thereon from July 7 1886 less their interest in the same. Said defendants

Answer.  
 No. 5281

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therefore pray that sufficient of the proceeds of the sale of said lands described in the plaintiff's Petition be ordered set apart by the Court to pay said claim of said defendants John Hannawalt & David M. Wilson and for all proper relief in the premises.

J. M. Kennedy Atty for Deft.

The State of Ohio

Union County, ss. Personally appeared John Hannawalt and David M. Wilson who being duly sworn say the facts and allegations of the foregoing answer are as they believe true.

John Hannawalt  
David M. Wilson.

Sworn to and subscribed before me this the 26 day of March A.D. 1887

[Seal] R. H. Kollebrath, Notary Public.

Afterward, on the 20 day of May, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Mary Bergman and Benjamin Bergman vs. In Partition.

Entry.

No. 5281 Phoebe Laird and others vs. How came the parties herein by their attorneys, and thereupon this cause came on to be heard upon the petition and answer of the defendants and the evidence. And it appearing from the said answer that the defendants admit the truth of the petition and unite in asking partition of the premises in the petition described. Thereupon the Court find that there is no widow she having died: that the said plaintiff Mary Bergman is seized of and has a legal right to the undivided one eighth (8) 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 (except defendant Aaron Fossey adm'r to wit, Phoebe Laird, Allen Hannawalt, Hester Wait, John Hannawalt, William Hannawalt, Sarah Wilson and Thomas Hannawalt each is seized of and has a legal title to the undivided one eighth (8) of said premises 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 William Henderson, Thos. P. Shields and Warrent Caven three judicious & disinterested free holders of the vicinity who are not of kin to either party and who are hereby appointed commissioners for that purpose he cause to be set off and divided to the said plaintiff and to each of said heirs, 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 & that survey be made of said premises at same time.

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

Afterward, on the 27 day of May, A.D. 1887, the following Writ of Partition was issued by the Clerk of said Court, to-wit:

State of Ohio  
Union County  
No. 5281  
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State of Ohio.

Union County, ss. To the Sheriff of said County - Creating:

We command you, That without delay, by the oaths of Lewis Legumy, Jos. P. Childs and Warren Dever, you cause partition to be made of the following described premises, situate in the County of Union, and State aforesaid, to-wit: In the Virginia Military Survey, Number 5477 and bounded and described as follows: - Bounded on North by Mathews and Belle Point Travel Road, on the East by land owned by E. Haggard here and the farm formerly owned by Phineas Bell, on the South by the said Phineas Bell land and on the West by lands owned by Stephen Watkins and Jefferson Booklin and more particularly described by deeds made by James Thompson & Geo. Dean to said Geo. Hannaewalt, Geo. Dean to Geo. Hannaewalt, Oct. 27<sup>th</sup> 1837, Vol. 6, p. 571 O. G. R. D. 1. Beginning at 2 beeches in the north line of original survey thence  $S. 70^{\circ} E.$  with the old line 122 poles to two gums and a beech - thence  $S. 10^{\circ} E.$  67 poles to a hickory and mulberry - thence  $S. 72^{\circ} W.$  122 poles to a hickory and white oak - thence  $N. 10^{\circ} W.$  67 poles to the beginning - containing 50 acres more or less and being part of Survey 5477 James Thompson Deed to said Hannaewalt. Recorded in Vol. 7 on page 346. 2. Premises situate in said County and State in Survey No. 5477 described as follows: Beginning at an Elm Black Maple in Anne Bells line - thence with said line  $N. 8^{\circ} 20' W.$  103 poles to a Mulberry, Hickory and Dogwood North East Corner to land deeded by B. Lee to James - thence with the line  $S. 79^{\circ} W.$  39 poles to an Ironwood Water Beech and Linn - thence  $S. 8^{\circ} 20' E.$  102 poles to a Hickory, Red Oak and Elm - thence  $N. 80^{\circ} 50' E.$  39 poles to the beginning containing 25 acres. 3. Also another tract described in deed recorded in Vol. 9 Page 205 Union Co. O. Deed Record - Dated Jan. 26<sup>th</sup> 1842. Described as follows: Situate in County of Union and State of Ohio, and in Survey No. 5477. Commencing at an Ironwood, Water Beech and Linn corner to said Geo. Hannaewalt. Thence  $S. 79^{\circ} W.$  84 poles to a Hickory and White Oak; - thence  $S. 10^{\circ} E.$  100 poles to a stake corner to John Thompson - thence  $N. 80^{\circ} E.$  84 poles to a Hickory and Red Oak and Elm corner to said Geo. Hannaewalt - thence on the line of said Hannaewalt,  $N. 10^{\circ} W.$  102 poles to the beginning, containing 50 acres. Excepting from the above described three tracts twenty-five acres conveyed by said Geo. Hannaewalt to Joseph Mather as by deed recorded in Vol. 9. Dated Dec. 9<sup>th</sup> 1843. Part of Survey 5477. Bounded as follows to-wit: - Beginning at a stone in the goat road to Hannaewalt's West line - thence  $S. 10^{\circ} E.$  70 poles to 3 Red Oaks in B. Hannaewalt's S. W. corner - thence  $S. 80^{\circ} W.$  54 poles to two Ashes & Maple - thence  $N. 10^{\circ} W.$  85 poles to a stone in said road - thence  $S. 83^{\circ} E.$  56 poles to the beginning containing twenty-five (25) acres. And also excepting from said three tracts a lot of land containing 9  $\frac{1}{2}$  00 acres conveyed by Samuel Hannaewalt to John Haggard Dated April 7. 1864. Recorded in Vol. 26 Page 252. And also excepting from said lands a lot of land containing 4  $\frac{1}{2}$  00 acres conveyed by Samuel Hannaewalt to John Haggard December 16. 1853. Recorded in Vol. 17. Page 61. Among the persons named herein, and in the following proportions, to-wit: - To Mary Berganair  $\frac{1}{8}$  part, to Choche Laird  $\frac{1}{8}$  part, to Allen Hannaewalt  $\frac{1}{8}$

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Writ of  
Partition

No. 5281

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Partition

part, to Hester Wait 1/4 part, to John Hammawalt 1/4 part, to William Hammawalt, 1/4 part, to Sarah Nelson 1/4 part, to Thomas Hammawalt 1/4 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 Mary Bergeman et al. are Plaintiffs, and the said Phoebe Laird et al. are Defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith. Witness my name and the Seal of said Court of Common Pleas, at the Court House in Marysville, this 27<sup>th</sup> day of May, A.D. 1887.

John L. Buzner Clerk.

Sherriff's Return

Said Writ returned & filed June 1<sup>st</sup> A.D. 1887, endorsed as follows, viz: As commanded by the foregoing Writ's Partion, I have executed the same by the oaths of Lewis Lemay Thomas P. Shields and Warren Owen, and the said Commissioners being of the opinion, that said premises cannot be divided without manifest injury, I have caused the same to be appraised. Given under my hand this 31<sup>st</sup> day of May, A.D. 1887. Service 30 Executing Writ's Partioning Com. 1.20 Mileage 44 Conveying App. 100 Total \$3.94 Surveyors Fees 9.00 Com. Fees 3.00 M. Hopkins Sheriff By A. S. Goodwin. Depty.



Situate in the County of Union, and State of Ohio, and part of Virginia Military Survey No. 5477 and bounded and described as follows. Beginning at a stake a corner to the Chincas Bell farm and in the East line of the Seymour Wilkins farm thence with said line and continuing same course with the line of H. J. Conklin's land N. 6° W. 167<sup>20</sup>/<sub>100</sub> poles to a stake in the east line of said H. J. Conklin's land and in the center of said Road as now improved S. 80° 30' E. 69 poles to a stone corner to the W. D. Haggard farm thence with the west line of said farm S. 6° E. 86 poles

Order of Sale

to a stake (The stake corner to the S. 6° E. 62<sup>60</sup>/<sub>100</sub> 16° W. 120<sup>80</sup>/<sub>100</sub>)

A. S. Moore  
Description  
Chancery

Mary Bergeman  
vs  
Phoebe Laird  
et al.

Report  
No. 5281  
issued, and signed by actual witnesses cannot be the value given and Lewis Lemay

after made on the Mary Bergeman vs Phoebe Laird the report motion to that said injury to and return of \$15.00 per all respects and conferring Plaintiff that an order

after was issued The State of Union Court In and for the action now James Bell Defendant at public

to a stake (two Ashes and Maple) Thence N. 83° 30' E. 54 7/10 poles to a stake (Three Red Oaks) south west corner to Lewis Lemay land and corner to the said Chimeas Bell farm Thence with a line of said farm S. 6° E. 62 7/10 poles to a stake another corner to said farm Thence S. 83° 15' W. 120 7/10 poles to the beginning, containing 86 7/10 Acres.

Fees for Surveying.

A. S. Mower, surveyor 1.25 \$ 4.00 Same for Plat calculations & Description 2.00 W. Lawrence, Chain Carrier 1.00 J. H. Thompson Chain Carrier 1.00 Benj. Bergeman Marker 1.00 Total \$ 7.00

Commissioners' Report.

Mary Bergeman }  
against }  
Phoebe Laird et al.'s }  
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 \$45.00 pr acre, Forty Five Dollars pr acre. Given under our hands, this 31st day of May A. D. 1887.

Lewis Lemay, Tho P. Shields, Warrick Dewar, Commissioners.

Afterward, on the 1st day of June A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. Mary Bergeman et al. vs Phoebe Laird and others, Defendants. In Partition. 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 at forty five Dollars (\$45.00) pr acre, the court find that the return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said estate at its appraised value on motion of the Plaintiff it is ordered that said estate be sold at public auction and that an order issue therefor to the sheriff of said County of Union.

Afterward, on the 25th day of July, A. D. 1887, 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. Do 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 May term, A. D. 1887, in a certain civil action now pending in said Court, wherein Mary Bergeman and Benjamin Bergeman her husband are Plaintiffs, and Phoebe Laird 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: Situate in the County of Union and State of Ohio and part of Virginia Military Survey No. 477 and bounded and described as follows: Beginning at a stake a corner to the Chinas Bell farm and in the East line of the Deynour Wilkins farm, thence with said line and continuing same course with the line of H. J. Bouklins land N. 6° W. 167 1/2 poles to a stake in the east line of said H. J. Bouklins land and in the Goar Road. Thence with the center of said road as now improved S. 80° 30' E. 69 poles to a stone corner to the W. D. Haggard farm, thence with the west line of said farm S. 6° E. 86 poles to a stake (two ashes and maple) thence N. 83° 30' E. 54 1/2 poles to a stake (Three Red Oaks) south west corner to Lewis Lemays land and corner to the said Chinas Bell farm. Thence with a line of said farm S. 6° E. 120 1/2 poles to a stake another corner to said farm. Thence S. 83° 15' W. 120 1/2 poles to the beginning - containing 86 2/100 acres. appraised at \$45.00 per acre; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this Writ. Witness my hand, and the seal of the said Court, at Marysville, Ohio, this 23<sup>rd</sup> day of July A.D. 1887.

[Seal]

J. L. Burgerer, Clerk.

Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenements herein described to be advertised for thirty days next preceding the day of sale, in the Marysville Tribune a Newspaper printed and in general circulation in Union County, Ohio; and on the 27<sup>th</sup> day of August A.D. 1887, at 10 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 Moses Laird who bid for the same the sum of \$34.00 per acre, said sum being more than two-thirds the appraised value; and he being the highest and best bidder was declared the purchaser. Service 30 Mortgage 200 Rec Mortgage 1.25 Copy to Printer .30 Poundage 17.38 Total \$21.23  
Printers Fee 5.50 M. Hopkins Sheriff.

On the 24<sup>th</sup> day of Oct. A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Mary Bergeman et al. Court of Common Pleas Union County, O.  
No. 3281 Eq. Docket S. Page 5267.  
Choebe Laird et al. On Partition.

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, August 27<sup>th</sup> 1887, at or about the hour of one o'clock p.m. of said day the following described real estate to-wit: Situate in the Township of Willcreek, County of Union and State of Ohio, and part of Virginia Military Survey No. 477, and bounded and described as follows: Beginning at a stake a corner to Chinas Bell's farm and in the east line of Deynour Wilkins farm; thence with said line and continuing same course with the line of H. J. Bouklins land, north 6° west 167 1/2 poles to a stake in the east line of said H. J. Bouklins land and in the Goar road; thence with the center of said

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Proof of  
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No. 3281

Entry

Answer

road as now improved S. 83° 30' E. 62 poles to a stone corner to W. D. Hay-  
 goods farm; thence with the west line of said farm South 6° E. 86 poles to  
 a stake (two ashes and a maple); thence north 83° 30' E. 54 <sup>10</sup>/<sub>100</sub> poles to  
 a stake (3 red oaks) S.W. corner to Lewis Lemay's land and corner to  
 said P. Bell's farm; thence with the line of said farm south 6° E. 62 <sup>10</sup>/<sub>100</sub>  
 poles to a stake, another corner to said farm; thence south 83° 15' W.  
 120 <sup>80</sup>/<sub>100</sub> poles to the beginning, containing 86 <sup>80</sup>/<sub>100</sub> acres. Appraised at  
 \$ 45.00 per acre. Terms of Sale - One third cash; balance in one and  
 two years. Deferred payments to be secured by mortgage on the prem-  
 ises sold. Marion Hopkins, Sheriff of Marion County, O.,  
 Robinson & Piper, attorneys. July 27, 1887. - 560 - #15,550

The State of Ohio  
 Prob of 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 "Marionville Tribune", a newspaper of general circu-  
 lation in the County of Marion, the first publication beginning  
 with July 27 1887. W. O. Shearer.  
 Saboin to and subscribed before me, this 24 day of Oct. 1887.  
 John L. Burgener, Clerk.

Afterward, on the 24 day of Oct. A. D., 1887, the following Entry was  
 made on the Journal by the clerk of said Court, to-wit:

Mary Bergeman et al vs  
 Choche Laird and others. In Partition. And now comes Robert M. Kinley by his  
 attorneys and moved the Court for leave to file his answer and  
 cross Petition in this case and the Court upon consideration be-  
 ing fully advised in the premises do grant such leave and an-  
 swer filed.

Afterward, on the 25 day of Oct. A. D. 1887, the following Answer  
 was filed with the clerk of said Court, to-wit:

Mary Bergeman vs  
 Choche Laird and others. In Partition. And now comes Robert M. Kinley and by  
 leave of the Court first had and for his answer by way of cross peti-  
 tion says that at the October term of this court for the year 1886, the  
 said Robert M. Kinley recovered a judgment by the consideration of  
 this Court upon proceedings in attachment against Allan Hannawalt  
 plaintiff one of Defendants in this case for the sum of one hundred forty  
 seven and <sup>5</sup>/<sub>100</sub> Dollars and costs taxed to \$ 25.00 Said judgment  
 to draw interest from November 9<sup>th</sup> 1886. That said attachment  
 having been served and levy thereof made on the 11<sup>th</sup> day of Febru-  
 ary A. D. 1886 and the lien of this judgment under the proceeding in  
 attachment attached to the interest of the said Allan Hannawalt in  
 said premises that on the day of A. D. 1887 an execution  
 was issued by the clerk of this Court directed to the Sheriff of this  
 court who under the direction of said writ did make a levy upon the  
 interest of the said Allan Hannawalt in said premises on the day

25. 1887 - That said judgment and costs nor any part of the same have ever been paid, said interest in said premises not having been sold under said execution. This defendant asks the Court for the protection of his lien on said interest of said Allen Hannawalt in said premises and that out of the proceeds of the sale of said premises under proceedings in partition herein the Court direct the payment of said judgment & costs and for all such relief as the case may require.  
 Robert M. Kinley, By Robinson and Piper his Attys.

State of Ohio,  
 Union County, ss. L. Piper being duly sworn according to laws says he is one of attorneys of the said Robert M. Kinley duly authorized in the premises, that said Robert M. Kinley is a non resident of said County of Union, and now absent therefrom. And that the facts stated and allegations in the foregoing answer & cross petition of the said Robert M. Kinley are as affiant believes true. L. Piper.

Given to before me by L. Piper and by him subscribed in my presence this 25<sup>th</sup> day of October A.D. 1887.  
 [Seal] John L. Burgner, Clerk.

Afterward, on the 24<sup>th</sup> day of Oct. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry.

No. 5281

Mary Bengeman vs Phoebe Laird and others; In Partition. And now comes one of defendants Aaron Josey Administrator of the estate of George Hannawalt Dr. Deed and answers the Court for leave to file certificate from Probate Court showing amount required out of proceeds of sale of land in petition described for the payments of debts of the said George Hannawalt Dr. deceased and the court being fully advised in the premises do grant such leave and said certificate filed.

Certificate

Afterward, on the 25<sup>th</sup> day of Oct. A.D. 1887, the following Certificate was filed with the Clerk of said Court, to wit:  
 Aaron Josey, Administrator of the Estate of George Hannawalt Deceased, Plaintiff } Court of Probate, County of Union  
 vs } State of Ohio. Certificate of  
 Phoebe Laird and others, Defendants. Amount necessary to pay Decedent's debts.  
 State of Ohio, Union County, ss.

I John B. Coats sole Judge and ex officio clerk of the Probate Court with in and for the County of Union aforesaid do certify that I have ascertained from Aaron Josey Administrator of estate of said George Hannawalt by a statement by him made and presented, of the assets, indebtedness and expenses of the said estate, to this court, that the sum of \$1167.00 in addition to said assets will be necessary to pay said indebtedness and expenses. In testimony whereof I have hereunto set my hand and affixed the seal of the said Court at Marysville Ohio, this 24<sup>th</sup> day of October 1887

[Seal]

John B. Coats, Probate Judge.

Answer No. 5281

Afterward with the Mary Berg vs Phoebe Laird

Now Court file to and say to made certain amounts in amount \$179.00 To Sarah Wills To Allen Ho the oath a justament book account charged to and made walt there pay his said heirs of the adm

The petition and real estate makes no errors. In the place pay and therefore ask just and it may be as well as the all proper

The State of Union Court of the aforesaid foregoing and

this Shown me, the 16<sup>th</sup> [Seal]

After made on the

Afterward, on the 16<sup>th</sup> day of Nov. A.D. 1887, the following answer was filed with the clerk of said Court, to-wit:

Mary Bergeman et al.

No. 5281

Answer.

vs  
Phoebe Laird et al. Defendants

Union County, Court of Common Pleas.  
Answer & cross petition of Phoebe Laird, Hester Wait and William Hannawalt Allan Hannawalt Sarah Wilson, Thomas Hannawalt and John Hannawalt.

No. 5281

Now comes the said Defendants above named and by leave of the Court file their answer and cross petition in the above entitled case and say that prior to the death of the said George Hannawalt he had made certain advancements to the said plaintiff and the defendants in money and other property as follows, to-wit: To the Plaintiff \$179<sup>00</sup> To Phoebe Laird \$256<sup>00</sup> To Thomas Hannawalt \$266<sup>00</sup> To Sarah Wilson \$95<sup>00</sup> To Hester Wait 260<sup>00</sup> To John Hannawalt 600<sup>00</sup> To Allen Hannawalt 632<sup>00</sup> To Wm Hannawalt \$484<sup>00</sup>. That at the death of the said George Hannawalt he left no will or other adjustment of said advancements, and he kept during his life a book account of the same at the time he gave each the amount charged to them, and said advancements remain unsettled and unadjusted. That at the death of the said George Hannawalt there was not personal property of his estate sufficient to pay his debts and adjust said advancements between the said heirs to the said estate and there is no money in the hands of the administrator to pay and adjust said claims for advancement.

The petition of the plaintiff Mary Bergeman only asks for partition and an equal division of the proceeds of the sale of the real estate therein described equally between said heirs and makes no provision nor ask for any adjustment of said advancements. Said defendants further say that the land described in the plaintiff's petition is all of the estate of the decedent left to pay and equalize said advancements. The said defendants therefore ask that the Court upon the final order of distribution, adjust and equalize said estate equally among said heirs so far as it may be able to do, taking into account said sums so advanced as well as the money arising from the sale of said real estate, and for all proper relief in the premises.

J. W. Kennedy, Atty for deft.

The State of Ohio,

Union County, ss. Phoebe Laird being duly sworn says she is one of the aforesaid defendants and that the facts and allegations in the foregoing answer and cross-petition are as she believes true.

Phoebe Laird.

Sworn to and subscribed by the said Phoebe Laird before me, this 16<sup>th</sup> day of November A.D. 1887.

{Seal}

A. H. Kollerath, Notary Public.

Afterward, on the 23<sup>rd</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the clerk of said Court, to-wit:

In Partition.

Entry. Mary Bergeman et als  
vs  
Phoebe Laird and others.

No. 3281 - On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale, under the former orders of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law the said proceedings and sale are hereby approved and confirmed. And the sheriff is ordered by deed duly executed to convey said premises to the purchaser Moses Laird. It is further ordered that out of the proceeds of said sale the Sheriff pay First - To the treasurer of said Union County, ninety and  $\frac{70}{100}$  Dollars being the taxes and penalties due on said premises. Secondly - To the clerk of this Court the costs of this action including a counsel fee of \$68<sup>00</sup> to Robinsons and Ciper for their services herein taxed to \$152<sup>76</sup>. Thirdly - To Aaron Sorey as administrator of the estate of George Hannawalt dec'd the sum of eleven hundred and sixty seven Dollars (\$1167<sup>00</sup>) on the certificate filed in this case from the Probate Court of said County. As to all other matters of the distribution of the balance of the proceeds of said sale and all other matters in said case this cause is passed for the further order of the Court.

Afterward, on the 25<sup>th</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal by the clerk of said Court, to wit:

Entry. Mary Bergeman + husband  
vs  
Phoebe Laird et als.

This day came on this cause for further hearing and the Court being fully advised in the premises do confirm the said sale made to Moses Laird & order the Sheriff to make the deed to him for said lands according to law & out of the purchase money he pay the taxes now due on said land amounting to \$90<sup>73</sup> & also the costs herein including an Attorney fee of \$68<sup>00</sup> Robinson & Ciper amounting to the sum of \$152<sup>76</sup> & an Attorney fee to G. M. Kennedy for \$40. and the sum certified as needed by the Administrator of the estate of George Hannawalt dec'd to pay debts & expenses of Administration amounting to \$116.700 making total of \$1449<sup>73</sup>. The Court find this will exhaust the cash payment of \$746.6 of the first deferred payment & therefore the Court order that said purchaser give his note for \$466 payable to said Administrator due with interest out of his first deferred payment & that he give his notes for the balance of said payment to the said heirs as follows to wit to Phoebe Laird \$87<sup>29</sup> - to Mary Bergeman \$87<sup>29</sup> - to Thomas Hannawalt \$87<sup>29</sup> - to Sarah Wilson \$87<sup>29</sup> to Hester Waite \$87<sup>29</sup> and to Wm Hannawalt \$81<sup>24</sup>. The Court find the said heirs of George Hannawalt dec'd have rec'd as advancements as shown by the cross-petition of defendants the following sums viz. Mrs. Bergeman \$179 - Phoebe Laird \$206 - Thomas Hannawalt \$266 - Sarah Wilson \$295 - Hester Waite \$260 - John Hannawalt \$600 - Allen Hannawalt \$632 - Wm Hannawalt \$484 and that the rents due from Mrs. Bergeman as claimed to be adjusted in this cause amounts to \$200 and therefore the Court find that said John & Allen Hannawalt are not entitled to receive any part of said sums they having rec'd more than what would have been their full share of said sums & of said estate and that the said sums when legally divided gives the following amounts

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to each of the other six heirs to wit to Phoebe Laird \$359.24 to Mary Burg-  
 man \$386.24 to Thomas Hammarwalt \$299.24 to Sarah Wilson \$270 <sup>24</sup>/<sub>100</sub> to  
 Hester Wait \$305.24 + to Wm Hammarwalt \$81.24 and that after deducting  
 said sums herein ordered to be paid them out of the 1<sup>st</sup> deferred payments  
 and the satisfaction of said claim for rent by Mrs. Burgman now deduct-  
 ed from her entire share the notes to be given to them in full of the 2<sup>d</sup>  
 deferred payment by said purchaser as ordered to be as follows viz to  
 Phoebe Laird \$271. <sup>95</sup>/<sub>100</sub> to Mary Burgman \$298 <sup>75</sup>/<sub>100</sub> Thomas Hammarwalt  
 \$211.95; to Sarah Wilson \$182 <sup>75</sup>/<sub>100</sub> to Hester Wait \$217.95 with interest  
 from the day of said sale & the mortgage to be given to said Sheriff in  
 trust to secure said notes which the Sheriff is ordered to deliver over to said  
 several parties as their demand. And the Court order that in case  
 said \$1167 which is to be paid to said Admin to settle said estate shall  
 prove to be more than shall be necessary to satisfy the debts & expenses  
 of said Administrators that the balance shall be divided equally be-  
 tween said eight heirs excluding said Allen & John Hammarwalt who have  
 rec'd said Advancements in excess of their share of the whole estate aforesaid.

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  
 Sixth 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 seven.

Heretofore, to-wit: on the 1<sup>st</sup> day of Dec. A.D. 1887, the following Petition  
 was filed with the Clerk of said Court, to-wit:

The State of Ohio, Union County, ss. In the Court of Common Pleas.  
 Mary E. Joelin, plaintiff.  
 against

Petition.

Winfield S. Bowers and Amelia Bowers, his wife. }  
 Tremont Howe and Mina Howe, his wife, John L. }  
 Burgner and McHopkins. } defendants.  
 The plaintiff }  
 Mary E. Joelin, com- }  
 plains of the said defendants Winfield S. Bowers, Amelia Bowers, his }  
 wife, Tremont Howe and Mina Howe, his wife, John L. Burgner and }  
 McHopkins for this: First Cause of Action: That the said defendants }  
 Winfield Bowers and Tremont Howe on the 23<sup>rd</sup> day of October, A.D. 1882, }  
 executed and delivered to this plaintiff their certain promissory note in }  
 writing and which reads in the words and figures following, to-wit: }  
 " \$1000.00 }  
 Richard, O., Oct. 23<sup>rd</sup> 1882. }

No. 5455

One year after date, we promise to pay to the order of Mary E. Joelin,  
 One Thousand Dollars, Value Received, with interest at 8 per cent. from  
 date until paid. W. S. Bowers. T. Howe.

Plaintiff says that she is still the owner and holder of said prom-  
 issory note & that the same is now due and wholly unpaid except the  
 interest thereon to October 23<sup>rd</sup>, A.D. 1886, and that there is now due plain-  
 tiff thereon from the said defendants Winfield S. Bowers and Tremont

Have the said sum of One thousand dollars, with interest at 8 per cent from October 23<sup>rd</sup>, A.D. 1886. Second Cause of Action. For a second cause of action this plaintiff adopts and re-avers all the allegations of fact contained in the first cause of action and makes the same a part of this cause of action as fully as if written out in full herein and further says that contemporaneously with the execution and delivery of the promissory note mentioned and referred to in the first cause of action and in order to secure the payment of the same, the said defendants Winfield S. Bowers (his wife joining and waiving her dower therein) and Fremont Howe (being then unmarried), executed and delivered to plaintiff their certain mortgage deed and thereby conveyed to plaintiff the following described real estate to wit:

Being Twenty (20) feet off of Lot Number Ninety-eight (98) lying North of and adjoining Town & West sold off the South side of said lot to Asberry Cardiner, said lot being in the Village of Richwood in said County of Union, Ohio. For a more definite description see Recorded Plat of said Village of Richwood. That said mortgage deed has a condition hereunder written by which it was provided that whereas the said W. S. Bowers and Fremont Howe have this day executed to said Mary E. Joslin their promissory note for the sum of \$1000<sup>00</sup> due one year from date dated Oct. 23<sup>rd</sup> 1882, bearing 8% interest from date. Now if the said W. S. Bowers and Fremont Howe shall pay or cause to be paid said note when it becomes due, then these presents shall be void. That said mortgage deed was on the 24<sup>th</sup> day of October, A.D. 1882, duly filed for record with the Recorder of Union County, Ohio, and was by him duly recorded on October 24<sup>th</sup> 1882, in Records of Mortgages of said County, Vol. 17, Page 609, and that the same is the first and best lien on said premises. Plaintiff further says that the conditions of said mortgage have been broken and that by reason thereof she is entitled to have the defendants equity of redemption therein foreclosed. That John L. Burgner and M. Hopkins claim some lien on said premises the exact nature and extent of which plaintiff is uninformd. That since the execution of said mortgage the defendant Fremont Howe has intermarried with the said defendant Maria Howe.

Wherefore this plaintiff prays judgement against said defendants in the sum of \$1000.<sup>00</sup> with interest at 8% from October 23<sup>rd</sup> 1886, and that the various liens against said real estate may be marshaled and the priorities thereof determined and that in default of payment of plaintiffs claim by a short day to be named then that said premises may be sold, and plaintiffs claim with costs paid out of the proceeds of such sale for all other proper relief in the premises.

By W. E. Scofield, Atty. for plff.

The State of Ohio.

Union County, ss. W. E. Scofield being duly sworn says that he is the attorney of the plaintiff duly authorized in the premises; that said plaintiff is a non resident of Union County and is now absent from said County, and that the facts stated and allegations contained in the foregoing petition are true as he believes. W. E. Scofield.

Subscribed to before me by W. E. Scofield and by him signed in my presence this 1 day of December A. D. 1887.

Deaf

John L. Burgner, Clerk.

Receipt

Oct. 24 1882

Waiver

Summons

Waiver of

Summons

Sherriff

Return

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Receipts

To the Clerk; Please issue summons upon the within petition to Sheriff of Union County for all defendants but G. L. Burgner and W. Hopkins, Gardner; Amount claimed \$1000.00 with interest at 8% from Oct. 23<sup>rd</sup> 1882. W. E. Scofield, Atty for plff.

Waiver

We hereby waive the issuing of summons and service of the same upon us and enter our appearance in the within case. John L. Burgner.

Summons

afterward, on the 1<sup>st</sup> day of Dec. A. D. 1887, the following summons were 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 Fremont Howe, and Mina Howe, his wife, that they et. al. have been sued by Mary E. Joslin in the Court of Common Pleas of Union County, and that unless they answer by the 31<sup>st</sup> day of Dec. 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 12<sup>th</sup> day of Dec. A. D. 1887. Witness my hand and the seal of said Court, this 1<sup>st</sup> day of Dec. A. D. 1887.  
John L. Burgner, Clerk.

Endorsed; In action for foreclosure of mortgage. Amount claimed \$1000.00 with 8% int. from Oct. 23<sup>rd</sup> 1886. W. E. Scofield, Plaintiff's Atty.

Waiver of Summons

Said Writ returned & filed Dec. 12<sup>th</sup> A. D. 1887, endorsed as follows, to wit:  
We hereby waive the service of the within summons on us and enter our appearance in said case. Credit. Howe Mina Howe.

Summons

The State of Ohio }  
Union County, ss: } To the Sheriff of the County of Union Greeting:  
We command you to notify Winfield C. Bowers and Amelia Bowers, his wife, that they and others have been sued by Mary E. Joslin in the Court of Common Pleas of Union County, and that unless they answer by the 31<sup>st</sup> day of Dec. 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 12 day of Dec. A. D. 1887. Witness my hand and the seal of said Court this 1<sup>st</sup> day of Dec. A. D. 1887.  
John L. Burgner, Clerk.

Sheriff's Return

Endorsed; In action for Foreclosure of Mortgage. Amount claimed \$1000.00 with interest at 8% from Oct. 23<sup>rd</sup> 1886. W. E. Scofield, Plaintiff's Atty.  
Said Writ returned and filed Dec. 12<sup>th</sup> 1887, endorsed as follows, to wit:  
The State of Ohio }  
Union County, ss. } Received this Writ Dec. 1<sup>st</sup> A. D. 1887, at 2 o'clock P. M. and pursuant to its command, on the 7 day of Dec. A. D. 1887. I served the same

by having a certified copy of this writ with the endorsements thereon at the usual place of residence of the within named Winfield S. Bowers, and by handing a certified copy of the same to the within named defendant Amelia Bowers his wife. Service 45 Mileage 2.50 Copy 40 Total \$8.41  
M. Hopkins, Cler.

Afterward on the 7<sup>th</sup> day of Jan. A.D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry.

Nary C. Fox Lin  
against  
Winfield S. Bowers and Amelia Bowers, his wife.

Journal Entry.

No. 6455

Fremont Howe and Howe, his wife.  
John L. Burgner and M. Hopkins.  
Petition and the evidence (the said defendants Winfield S. Bowers and Amelia Bowers, his wife, Fremont Howe and Mira Howe, his wife, 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 all parties in interest have had due and legal notice of the filing and pendency of the petition in this case and that the allegations of said petition are true. And the Court do further find that there is due to the plaintiff from the said defendants Winfield S. Bowers and Fremont Howe upon the promissory note mentioned and referred to in the petition, the sum of \$1096.<sup>22</sup> Together with interest thereon at the rate of eight per centum per annum from this date. And the Court do further find that in order to secure the payment of said promissory note the said defendants Winfield S. Bowers and Amelia Bowers, his wife, and Fremont Howe (then unmarried,) executed and delivered to said plaintiff their certain mortgage deed upon the real estate in the petition described, to wit: Being twenty (20) feet off In Lot number ninety eight (98) lying north of and adjoining four (4) feet sold off the South side of said Lot to Asberry Woodman said Lot being in the Village of Richwood in said County of Union, Ohio. For a more definite description see recorded plat of said village of Richwood; that said mortgage deed was duly filed for record with the Recorder of Union County, Ohio, on the 24<sup>th</sup> day of October, A.D. 1882, at 2 o'clock A.M. and was by him duly recorded on the same day in Records of Mortgages of said County Vol 17 P. 609; that the same is the first and best lien on the premises in the petition described; that the condition of said mortgage have been broken and that by reason thereof 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 defendants Winfield S. Bowers and Fremont Howe within three days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case, and to the said plaintiff the amount herein before found due her an order or orders issue to the sheriff of Union County, Ohio, commanding him to appraise, advertise and sell the real estate described in the petition as upon execution, and that said sheriff out of the proceeds of such sale pay, first, the costs and increase costs of this proceeding, second, to the plaintiff, the amount herein before found due her together with interest thereon at eight per cent. from this

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Petition.

No. 6381

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date: third, the balance, if any, to the said defendants, Winfield A. Bowers and Vermont Rowe.

Attest. John L. Burgner, Clerk.  
By Nellie Roudy, Deputy.

Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Here to wit, on the 16<sup>th</sup> day of April, A.D. 1887. The following Petition was filed with the Clerk of said Court, to-wit:

Petition  
No. 3301

Thomas H. Preston, Plaintiff,  
Against  
David Mulford, Shobal P. Mulford, Helen B. Mulford,  
Julia Perfect, and her husband Will Perfect, Marion  
Hopkins Sheriff of Union County, Ohio, and  
J. L. Burgner, Clerk of the Court of Common Pleas of  
Union County, Ohio. Defendants.

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

First Cause of Action. The defendant David Mulford is indebted to the plaintiff in the sum of Twelve hundred & eighty Dollars which plaintiff claims with interest from the 6<sup>th</sup> day of April A.D. 1886, on a promissory note of which the following is a copy with Indorsements.

\$ 1280<sup>00</sup> Marysville, Ohio, April 6<sup>th</sup> 1886.

One year after date I promise to pay to John H. Preston, or order one thousand two hundred and eighty Dollars value received with interest from date. Due April 6<sup>th</sup> 1887. Signed D. Mulford.

This note is secured by mortgage in partition. Indorsed John H. Preston. The defendant signed said note by his signature of D. Mulford. Said John H. Preston transferred said note to the plaintiff before due and he is now the bonafide owner and holder thereof.

There is due the plaintiff from the defendant David Mulford on said promissory note the sum of Twelve hundred & eighty Dollars with interest at 6% from April 6<sup>th</sup> 1886, and for which he asks judgment. Second Cause of Action. At the time of delivering said note to said John H. Preston, and to secure the payment of the same, the defendant by his signature of D. Mulford duly executed and delivered to the defendant Marion Hopkins, as sheriff of Union County, Ohio and Trustee for John H. Preston, Shobal M. Mulford, Helen B. Mulford and Julia Pope, (since intermarried with Will Perfect) his mortgage deed conveying the following premises, to-wit: Situated in the County of Union, State of Ohio. And bounded and described as follows. In W. M. Survey No. 6573. Patented to the heirs of Thomas Parker, Beginning at the N.E. corner of said Survey. Thence with east line of said Survey S. 84° E. 160 poles more or less to the south east corner of said Survey. Thence with the South line of said Survey S 84° W. 83 poles more or less to the S.E. corner of Henry Hudson in said Survey. Thence with the east line of said Survey N. 5° W. 160 poles more or less to the north east corner in the north line

said survey. Thence with this line N. 84° E. 83 poles more or less to the beginning, containing 80 acres more or less and being the same tract of land of which David Mulford and others recovered the undivided one fifth part thereof in an action No. 3452 in the court of common Pleas of Union County, Ohio, in which action Lucy W. Crouch and others were plaintiffs and John H. Preston and others were defendants and found in complete Record Vol. 23, Page 403. Said mortgage deed was executed to said Marion Hopkins as sheriff and trustee to secure the payment of said promissory note to the said John H. Preston, together with other promissory notes, and the same contains the following proviso and conditions, "Provided always and these presents are upon this condition, That whereas the said David Mulford has executed the following described notes, due in one and two years from the 6<sup>th</sup> day of April 1886. To John H. Preston Two notes calling for \$1280<sup>00</sup> each. To David Mulford Two notes calling for 80<sup>00</sup> each. To Shobell Mulford Two notes calling for 80<sup>00</sup> each. To Helen B. Mulford two notes calling for 80<sup>00</sup> each. To Julia Pope two notes calling for 80<sup>00</sup> each. Now if the said David Mulford shall pay the above mentioned sums of money to the parties entitled thereto or their heirs or assigns when the same respectively become due with the interest according to the tenor and effect of said promissory notes, then these presents to be void otherwise to be and remain in full force and to become absolute on failure to pay any portion of said sums when due." Said mortgage was on the 24<sup>th</sup> day of April A.D. 1886, at 11 o'clock A.M. duly left for record and the same was recorded in Mortgage Book Vol. 22, Page 604, of the record of Mortgages of Union County, Ohio. Said John H. Preston, duly assigned to plaintiff said note calling for \$1280<sup>00</sup> and due April 6<sup>th</sup> 1887, together with said Mortgage so far as it secures said note. Said note is matured and wholly unpaid and there is due the plaintiff on it the sum of \$1280<sup>00</sup> with interest, from the 6<sup>th</sup> day of April A.D. 1886. The defendants Shobell C. Mulford, Helen B. Mulford, Julia Perfect and her husband, Will Perfect, J. D. Bergauer, Clerk of Union County common Pleas Court, and Marion Hopkins sheriff of Union County, have or claim some interest in said premises, and Plaintiff asks that they be compelled to set the same up or be forever cut off from asserting the same. Plaintiff asks that in default of payment of the amount now due, that said mortgage may be foreclosed and said premises sold free of all claims of defendants and the proceeds applied to the payment of the debt due plaintiff and for such other relief as is proper.

Jones & Lytle, Attorneys for Plaintiff.

State of Ohio.

Delaware County, ss. James R. Lytle being sworn says he is one of the Attorneys of the above named plaintiff duly authorized in the premises. That the plaintiff is a non resident of Union County Ohio and is now absent therefrom, and that the facts stated and allegations contained in the foregoing petition are true as he verily believes. James R. Lytle.

Sworn to before me and subscribed in my presence this 16<sup>th</sup> day of April

Prattice A. D. 1887.

Seal

Charles M. Jaynes, clk. Del. Com. Pleas.

No. 3301

ok. fee 70c Pd. by J. R. Lytle. To Clerk, Please issue summons in the above action to the Sheriff

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In Union County, Ohio, for the defendants, David Mulford, Julia Perfect and her husband - Will Perfect, J. L. Burgner Clerk and Marion Hopkins Sheriff of Union County, Ohio. Returnable according to Law. Endorsed. civil action for the recovery of money for the sale of mortgaged premises. Amount claimed \$1280<sup>00</sup> + Interest from April 6<sup>th</sup> 1886.

Thomas H. Preston, Plaintiff, against David Mulford, Shobel P. Mulford, Hellen B. Mulford, Julia Perfect and others. defendants. Court of Common Pleas of Union County, Ohio. Affidavit for Service by Publication.

affidavit. No. 5301

James R. Lytle one of the Attorneys of record of the above named plaintiff being first duly sworn says that service of summonses cannot be made in this state on the defendants Shobel P. Mulford and Hellen B. Mulford, and that the cause is one of those mentioned in section five thousand and forty eight of the revised Statutes of Ohio.

Waiver.

Sworn to before me and subscribed in my presence this 16<sup>th</sup> day of April A. D. 1887. Charles M. Faynes J. L. Clerk. Del. Court Pleas Seal. We hereby enter our appearance in the above case John L. Burgner, Clerk Court Pleas Court. Shobel P. Mulford & Hellen B. Mulford. By J. W. Robinson their atty.

Summons.

Afterward, on the 16<sup>th</sup> day of April 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 David Mulford, Julia Perfect and Will Perfect that they et al. have been sued by Thomas H. Preston in the Court of Common Pleas of Union County, and that unless they answer by the 14<sup>th</sup> day of May A. D. 1887 the petition of said plaintiff Thomas H. Preston 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 25<sup>th</sup> day of April A. D. 1887. Witness my hand and the seal of said Court, this 16<sup>th</sup> day of April A. D. 1887. John L. Burgner, Clerk. By A. R. Burgner, Deputy.

Endorsed: In action for recovery of money for the sale of mortgaged premises. Amount claimed \$1280<sup>00</sup> and int. from April 6<sup>th</sup> 1886. Jones & Lytle, Plaintiff's Atty.

Sheriff's Return.

Said Writ returned & filed, April 25<sup>th</sup> 1887, endorsed as follows, viz: The State of Ohio, Union County, ss. Received this Writ April 16<sup>th</sup> A. D. 1887, at 2 o'clock, P. M. and pursuant to its command, on the 25<sup>th</sup> day of April A. D. 1887, I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendants David Mulford Julia Perfect & Will Perfect. Service 60 Mileage 16 Copy 60 Total 1.36. M. Hopkins, Sher. By A. H. Goodwin, Deputy.

Afterward, on the 14<sup>th</sup> day of May, A.D. 1887, the following Motion was filed with the Clerk of said Court, to-wit:

Motion. *Thomas H. Preston vs. David Mulford et al.*  
 No. 6301  
 Court of Common Pleas, Union County, Ohio.  
 The defendant David Mulford comes & moves the Court to require the plaintiff to give security for costs in this case before defendant shall be required to answer for the cause that the said plaintiff is not a resident of the County of Union in the State of Ohio & was not when he brought this action.  
 Robinson & Piper, Attys for David Mulford. Hobel P. Mulford & Miller B. Mulford

Afterward, on the 28<sup>th</sup> day of May A.D. 1887, the following Demurrer was filed with the Clerk of said Court to-wit:

Demurrer. *Thomas H. Preston vs. David Mulford et al.*  
 Court of Common Pleas, Union County, Ohio.  
 Demurrer.  
 Now comes the Defendant David Mulford & demurs to the plaintiffs petition & for cause shews that John H. Preston is the owner of one of the notes secured by said mortgage & is not made a party in this case and therefore there is a defect of parties defendant. Therefore defendant prays Judgment on Demurrer.  
 Robinson & Piper, Atty for D. Mulford, Deft.

Afterward, on the 9<sup>th</sup> day of July, A.D. 1887, the following Answer was filed with the Clerk of said Court, to-wit:

Answer. *Thomas H. Preston, Plff. vs. David Mulford et al.*  
 Court of Common Pleas, Union County, Ohio.  
 Answer.  
 The defendant David Mulford for answer to plaintiffs petition says he denies that the plaintiff is the owner of the note mentioned in his said petition or has any interest in the mortgage therein mentioned & denies that David Mulford is in any way indebted to plaintiff as alleged in said petition & says that John H. Preston is the owner of said note & mortgage & who is not a party to this action; which said John H. Preston is the owner of the 2<sup>d</sup> note & mortgage mentioned in said petition & interested in the subject matter of this suit and against whom this defendant has offsets to said note which when said John H. Preston is made a party he desires to set up as a defense to said note & mortgage or a part thereof. Therefore defendant prays Judgment that he go hence with his costs &c.  
 Robinson & Piper.  
 Attys for David Mulford.

The State of Ohio,  
 Union County, ss. David Mulford being duly sworn deposes & says he believes the allegations of the foregoing answer are true. D. Mulford.  
 Sworn to before me & signed in my presence by David Mulford this 9<sup>th</sup> of July 1887.  
 [Seal]  
 John L. Burgauer, Clerk.

Afterward, on the 11<sup>th</sup> day of July, A.D. 1887, the following Motion was filed with the Clerk of said Court, to-wit:  
 Court of Common Pleas, Union County, Ohio.

Motion. *Thomas H. vs. David Mulford*  
 No. 6301  
 Court of Common Pleas, Union County, Ohio.  
 David Mulford comes & moves the Court to require the plaintiff to give security for costs in this case before defendant shall be required to answer for the cause that the said plaintiff is not a resident of the County of Union in the State of Ohio & was not when he brought this action.  
 Robinson & Piper, Attys for David Mulford. Hobel P. Mulford & Miller B. Mulford

Reply. *Thomas H. vs. David Mulford*  
 Court of Common Pleas, Union County, Ohio.  
 Reply to the demurrer of David Mulford & shews that John H. Preston is the owner of one of the notes secured by said mortgage & is not made a party in this case and therefore there is a defect of parties defendant. Therefore defendant prays Judgment on Demurrer.  
 Robinson & Piper, Atty for D. Mulford, Deft.

State of Ohio  
 County of Union  
 facts set out  
 as he believes  
 Sworn to  
 of August  
 [Seal]

Entry. *Thomas H. vs. David Mulford*  
 Court of Common Pleas, Union County, Ohio.  
 The defendant David Mulford comes & moves the Court to require the plaintiff to give security for costs in this case before defendant shall be required to answer for the cause that the said plaintiff is not a resident of the County of Union in the State of Ohio & was not when he brought this action.  
 Robinson & Piper, Attys for David Mulford. Hobel P. Mulford & Miller B. Mulford

Entry. *Thomas H. vs. David Mulford*  
 Court of Common Pleas, Union County, Ohio.  
 The defendant David Mulford comes & moves the Court to require the plaintiff to give security for costs in this case before defendant shall be required to answer for the cause that the said plaintiff is not a resident of the County of Union in the State of Ohio & was not when he brought this action.  
 Robinson & Piper, Attys for David Mulford. Hobel P. Mulford & Miller B. Mulford



Motion. Thomas H. Preston, Plaintiff.  
 vs  
 David Mulford, et al. Defendants.  
 No. 5301 - Now comes the plaintiff by his attorneys and moves the Court to strike the answer of the defendant David Mulford from the files for the reason -  
 Same was taken by the said David Mulford to file his answer by June 20<sup>th</sup> 1887 and the same was not filed until July 7 1887. And the same is filed out of rule - and without leave of Court.  
 Jones & Lytle, Cameron & Woodburn, Attys for Plaintiff.

Reply. Afterward, on the 6 day of Sept. A.D. 1887, the following Reply was filed with the Clerk of said Court, to-wit:  
 Thomas H. Preston, Plaintiff.  
 vs  
 David Mulford, et al. Defendants.  
 Court of Common Pleas of Union County, Ohio.  
 Reply.  
 and now comes the plaintiff Thomas H. Preston and for his Reply to the answer of the said David Mulford says he denies each and every fact and allegation set forth in the answer of the said defendant and asks for a decree and judgment as in his said petition prayed for.  
 Cameron & Woodburn, Attys for Plaintiff.  
 Jones & Lytle.

State of Ohio,  
 County of Delaware, ss. Thomas H. Preston being duly sworn says the facts set forth and allegations contained in his foregoing reply are as he believes true.  
 Sworn to before me and in my presence subscribed this 22 day of August, A.D. 1887.  
 Barton Griffith, Notary Public in and for Delaware Co. Ohio.  
 [Deal] Fee 40<sup>c</sup> Paid by Plaintiff.

Entry. Afterward, on the 16 day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
 Thos. H. Preston, Plaintiff.  
 vs  
 D. Mulford, et als. Defendants.  
 No. 5301  
 The defendant now comes & pays the note due the plaintiff & thereupon this cause is dismissed at the defendants costs without prejudice to claims not yet due.  
 Therefore it is ordered that defendant D. Mulford pay the costs herein taxed to \$

1<sup>st</sup>. Afterward, on the 11 day of July A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
 Thomas H. Preston, Plaintiff.  
 vs  
 David Mulford et als. Defendants.  
 No. 5301  
 This day came the plaintiff & moved the Court to strike from the files the Defendants answer which is overruled & on application of defendant David Mulford his answer is to day filed & the cause continued to all of which the plaintiff excepts.  
 Attest. John L. Burgauer, Clerk.  
 By Nellie Roney Deputy.

Pleas before the Honor. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of Our Lord, one thousand eight hundred and eighty seven. Herebefore, to-wit on the 9<sup>th</sup> day of Dec. A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition

Timothy Sahy, doing business as Sahy's Bank, Plaintiff, against Mathew Lingrel, Defendant; The State of Ohio, Union County, ss: In the Court of Common Pleas.

No. 5456

The plaintiff Timothy Sahy says that he is now and was at the time hereinafter stated doing business under the style of Sahy's Bank, and he complains of the said defendant Mathew Lingrel for this:—

That the said defendant, Mathew Lingrel, on the 1<sup>st</sup> day of August A.D. 1885, executed and delivered to one P. Huddle his certain promissory note in writing and thereby promised to pay said Huddle or bearer, in fourteen months after the date thereof the sum of Three Hundred and Seventy five dollars together with interest at the rate of six per cent per annum from September 1<sup>st</sup> A.D. 1885. A true copy of which promissory note with all the endorsements thereon is hereto attached, marked Exhibit A, and made a part of this petition. Plaintiff says that he is now the owner and holder of said promissory note, by purchase thereof, for a valuable consideration before the maturity of the same, that no payments have been made upon the same, and that there is now due thereon from the said defendant Mathew Lingrel to this plaintiff the sum of Three Hundred and Seventy five Dollars with interest at six per cent. from Sept. 1<sup>st</sup> 1885. Wherefore plaintiff prays judgement against the said defendant in the sum of \$375.<sup>00</sup> with interest at 6% from September 1<sup>st</sup> 1885, and for costs and all proper relief.

By W<sup>m</sup> E. Seafield, Atty for Plff.

The State of Ohio

Union County, ss: Timothy Sahy being duly sworn deposes and says that he is the plaintiff in the foregoing petition and that the facts stated and allegations contained therein are true as he believes.

Timothy Sahy.

Sworn to before me by Timothy Sahy and by him signed in my presence this 6<sup>th</sup> day of December A.D. 1887;

[Seal]

Geo. B. Seafield, Notary Public, Marion, Co. O.

\$ 275.<sup>00</sup>

August 1<sup>st</sup> 1885.

Fourteen months after date I agree to pay to P. Huddle, or bearer, Three Hundred & Seventy five Dollars at 6 per cent. interest from September first. Value Received. Mathew Lingrel.

Præcipe

To the Clerk: Issue summonses upon the foregoing petition to Sheriff Union County, Ohio. Indorse: Amount claimed \$375.<sup>00</sup>, with interest from Sept 1885 at 6% W<sup>m</sup> E. Seafield, Atty.

Afterward, on the 9<sup>th</sup> day of December A.D. 1887, the following Summons was issued by the Clerk of said Court, to-wit:

Summons

No. 5456

The State of Ohio Union County We come unless he Sahy's Bank petition will make a Witness A.D. 1887 at [Seal]

Sheriff's Return

Endo 6 per cent. Said follows, to the State of Union Co Dec. A.D., 1887 writ with of the with Page 2.28

Entry

After was made o Timothy E agan Mathew d came on to defendant and was duly advi the plain and refer considered ing busin Lingrel, th so found to and also h in default

Ple Pleas; beg within and Judicial D

The State of Ohio,  
Union County, ss.

Summons  
No. 57456

To the Sheriff of the County of Union, Greeting:  
We command you to notify Mathew Singrel that he has been sued by  
Fahy's Bank in the Court of Common Pleas of Union County, and that  
unless he answers by the 7<sup>th</sup> day of January A.D. 1888 the petition of said  
Fahy's Bank against him filed in the Clerk's office of said Court, such  
petition will be taken as true, and judgment rendered accordingly. You  
will make due return of this summons on the 19<sup>th</sup> day of December A.D. 1887.

Witness my hand and the Seal of said Court, this 9<sup>th</sup> day of December  
A.D. 1887 at Marysville, O.

{Seal}

John L. Burgner, Clerk.  
By A. R. Burgner, Deputy.

Endorsed: Amount claimed, \$375<sup>00</sup> and interest as follows, at  
6 per. cent.; On \$375<sup>00</sup> from Sept 1<sup>st</sup>. 1885 - Wm E. Scofield, Plff's Atty.

Sheriff's  
Return.

Said Writ returned and filed, Dec. 19<sup>th</sup> A.D. 1887, endorsed as  
follows, to-wit:

The State of Ohio, } Received this Writ Dec. 9<sup>th</sup> A.D. 1887, at 2 o'clock P. M.  
Union County, ss. } And pursuant to its command, on the 10<sup>th</sup> day of  
Dec. A.D., 1887, I served the same by leaving a certified copy of this  
writ with the endorsements hereon at the usual place of residence  
of the within named defendant Mathew Singrel. Service, 30 Mil-  
lage 2.28 Copy 30 Total \$3.48 M. Hopkins, Sher.

Afterward, on the 9<sup>th</sup> day of Jan. A.D. 1888, the following Entry  
was made on the Journal by the Clerk of said Court, to-wit:

Entry.

Timothy Fahy, doing business as Fahy's Bank  
against  
Mathew Singrel.

Journal Entry  
This day this cause

came on to be heard upon the petition, and the evidence, (the said  
defendant Mathew Singrel 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 there is due to  
the Plaintiff from the said defendant, upon the note mentioned,  
and referred to in the petition, the sum of \$428<sup>00</sup>. It is therefore  
considered by the Court that the said Plaintiff, Timothy Fahy, do-  
ing business as Fahy's Bank, recover of the said defendant, Mathew  
Singrel, the said sum of Four Hundred and Twenty-eight Dollars,  
so found to be due, together with interest thereon from this date,  
and also his costs in this behalf expended, taxed at \$ and that  
in default of payment thereof an execution issue therefor.

Attest John L. Burgner, Clerk.  
By Nellie Conroy, 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 24<sup>th</sup> day of October, in the

year of our Lord, one thousand eight hundred and eighty seven here-  
fore, to wit, on the 16 day of Nov. A.D. 1887, the following Petition was filed  
with the clerk of said Court, to wit:

Petition. vs  
Maggie Hunt, Plaintiff. Union County Court of Common Pleas.  
vs  
Alexander Hunt, Defendant. Plaintiff says she has been a resident of  
No. 5453 the state of Ohio for more than a year last past and is now a bona fide  
resident of Union County, Ohio. Plaintiff says that on the day of  
A.D. 1864 she was married to the defendant Alexander Hunt. That she has  
always conducted herself toward the defendant as a faithful and  
obedient wife. Yet the defendant disregarding his duties as a wife has  
been guilty of Gross neglect of duty toward the defendant and his family  
wholly neglecting to furnish any support or care for his family for  
more than two years last past. Said defendant has departed to parts  
unknown to this plaintiff hence she has no knowledge of his Post office  
or whereabouts. Plaintiff therefore asks that upon the final hearing  
of this Petition she be divorced from the defendant and for all proper  
relief in the premises. J.M. Kennedy, Atty for Plff.  
The State of Ohio.

Union County, ss: Maggie Hunt being duly sworn says the facts  
and allegations of the foregoing petition are as she believes true.  
Maggie Hunt.  
Sworn to and subscribed before me this 16<sup>th</sup> day of November  
A.D. 1887. William Smith J.P.

Afterward, on the 16 day of Nov. A.D. 1887, the following Affidavit was  
filed with the clerk of said Court, to wit:

Affidavit. vs  
Maggie Hunt. Union County Court of Common Pleas.  
vs  
Alexander Hunt. Affidavit.  
Maggie Hunt being duly sworn says that Alexan-  
der Hunt is a non-resident of the state of Ohio and that his place of  
residence is unknown to her and that she is unable to serve sum-  
mons upon him in the State of Ohio. That she has been unable to learn  
his place of Residence he having left her in May 1885 and since then  
she has not been able to find his whereabouts and she asks that publica-  
tion be had in her above entitled case for Divorce. That her action is one  
provided for by the state. Maggie Hunt.

Sworn to and subscribed by the said Maggie Hunt before me  
this 16<sup>th</sup> day of November 1887. William Smith J.P.

Afterward, on the 9 day of Jan'y A.D. 1888, the following Proof of Publica-  
tion was filed with the clerk of said Court, to wit:

Divorce Notice vs  
Maggie Hunt Union County, Ohio, Court of Common Pleas.  
vs  
Alexander Hunt. to the plaintiff, will take notice that the plaintiff, on the  
16<sup>th</sup> day of November, A.D. 1887, filed her petition in the Court of Common  
Pleas of Union County, Ohio, charging the defendant with gross neglect of  
duty, and asking that she be divorced from the defendant. Unless he  
answers by the 4<sup>th</sup> day of January A.D. 1888, said petition will be held

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True and decree will be taken accordingly.

J.M. Kennedy, Atty for Plaintiff.

Marysville, O., Nov. 23d. 1887-6w.

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 November 23, 1887. W.D. Sherer.

Given to and subscribed before me, this 9<sup>th</sup> day of Jan'y. 1888.

J. L. Burgner, Clerk.

Afterward, on the 9<sup>th</sup> day of Jan'y. A. D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Maggie Hunt.

No. 5453

Alexander Hunt. 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 for the Plaintiff. 1<sup>st</sup> That due legal notice in pursuance of the statute had been had in this case. 2<sup>nd</sup> That said parties were married as stated in the Petition. 3<sup>rd</sup> That the defendant had been guilty of gross neglect of duty. It is therefore considered ordered and adjudged by the Court that the marriage relation heretofore existing between the parties be forever dissolved and that said Plaintiff be restored to all of her rights as a femme sole and that she recover her 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 the County of Union, of the Third Subdivision of the Eleventh Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand, eight hundred and eighty seven. Heretofore, to-wit, on the 22<sup>nd</sup> day of Sep. A. D. 1887, the following

Petition was filed with the Clerk of said Court, to-wit:

Harvey J. McCallough Administrator with the will annexed of Sarah M. Kilbourn deceased, Plaintiff.

Court of Common Pleas, Union County, Ohio.

against S. Marlon Dockum and Maggie S. Dockum his wife Defendants.

Petition The plaintiff

Harvey J. McCallough administrator with the will annexed of Sarah M. Kilbourn deceased, says that the said Sarah M. Kilbourn deceased, parted this life on or about the 1<sup>st</sup> day of March A. D. 1885, at Delaware County, Ohio, leaving a last will and testament, which has been duly admitted to probate & record in the Probate of Delaware County, Ohio, and letters of administration with the will annexed was on the 16<sup>th</sup>

copy of publication

No. 5453

Entry.

Petition.

No. 5387.

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day of March A.D. 1883 duly issued by the said Probate Court of Delaware County, Ohio, to the plaintiff, the said plaintiff being first duly appointed and qualified by said court of probate as such administrator with the will annexed as aforesaid and plaintiff is now acting as such administrator as aforesaid. And for a first cause of action against said defendant S. Marion Dockum, the plaintiff says that the said defendant S. Marion Dockum on the 14th day of April A.D. 1883 at Marysville in said Union County, Ohio, made his certain promissory note in writing of that date and then and there delivered the same to the said Sarah M. Kilbourn then in full life and then and there and thereby promised to pay the said Sarah M. Kilbourn or order in four years after the date thereof the sum of seventy dollars with interest at eight per cent per annum after the maturity thereof, a copy of which note with all the endorsements thereon is hereto attached marked "Exhibit A" and made part of this petition, that said period hath long since elapsed yet the said defendant hath not paid the same nor any part thereof, and there is now due the plaintiff thereon from the said defendant S. Marion Dockum the sum of seventy dollars with int. at eight per cent per annum from April 14, 1887. Whereupon plaintiff asks judgment on this cause of action against the said S. Marion Dockum for said sum of seventy dollars with interest at eight per cent from April 14, 1887.

Second Cause of Action.

And said plaintiff for a second cause of action against the said defendant S. Marion Dockum says, that the said S. Marion Dockum on the 14th day of April A.D. 1883 at Union County, Ohio made his certain other promissory note in writing of that date and then and there delivered the same to the said Sarah M. Kilbourn since deceased. And then and there and thereby promised to pay the said Sarah M. Kilbourn or order in four years after the date thereof the sum of One thousand Dollars with interest at eight per cent after maturity, a copy of which note is hereto attached marked "Exhibit B" and made part of this petition; that the said period has long since elapsed yet the said Defendant hath not paid the same nor any part thereof, and there is now due the said plaintiff thereon from the said S. Marion Dockum the sum of one thousand dollars with interest at eight per cent from April 14th A.D. 1887. Whereupon the plaintiff asks judgment in this cause of action for the said sum of one thousand dollars with interest at eight per cent from April 14th A.D. 1887.

Third Cause of Action.

And said plaintiff for a third cause of action against said defendants says that the said defendants S. Marion Dockum (whose first full name is unknown to the plaintiff) and Maggie S. Dockum on the 14th day of April A.D. 1883, in order to secure the payment of the said notes referred to in the first and second causes of action of this petition (together with three other notes which have been paid) executed and delivered to the said Sarah M. Kilbourn then in full life but since deceased, as above set forth, their certain deed of mortgage of that date, and then and there by conveyed to the said Sarah M. Kilbourn the following described real estate situated in the County of Union in the State of Ohio and in the Township of Darby and in Survey No. 5-124 and bounded and described as follows. Beginning in the center of Rail road street 16 feet South of the north line of Second street in the village of Unionville at a stone; thence with the center of said Rail road street N. 16 1/2° W. 79 poles to the line of said survey thence with

said survey another line with another part of a road J. W. Robinson M. P. Rice's trace N. 16° to the place said deed of defacement. Said unto notes of every years after fourth and years after due, then the full force and record with 1883 at 10 3/4 record of M said three dollars each paid the dollars, notes the eight per since become broke of action had foreclosed, said mortg the amount estate above and sold to other and ble. The State Union Co he is one of non resident the station sworn my presence Seal \$7000 Four -bourn de

said survey line S. 59° W. 148 poles to a red oak stump; thence with another line of said survey N. 79° W. 51.76 poles to a Bar oak stump; thence with another line of said survey S. 40 1/2° W. 14.36 poles to a stone at the foot of a red oak tree; thence N. 66 1/2° W. 13.80 poles to a stone corner to J. W. Robinsons land; thence N. 28 1/2° E. 91 poles to a stake in the line of M. P. Rice's land; thence with his line S. 75 1/2° E. 39.20 poles to a stone; thence N. 16 1/2° E. 6.33 poles to a stake and stone; thence S. 73 1/2° E. 14 poles to the place of beginning, containing 30 2/3 acres of land more or less: that said deed of mortgage had attached thereto the following condition of defeasance, that the said S. Marion Dockum shall pay or cause to be paid unto the said Sarah M. Kilbourne or her order his own promissory notes of even date herewith, the first for the sum of \$1000<sup>00</sup> payable four years after date with eight per cent interest after due. The second third fourth and fifth for the sums of \$70<sup>00</sup> each and payable one two three four years after date respectively and each to bear eight per cent interest after due, when these presents shall be void, otherwise to be and remain in full force and virtue in law: that the said mortgage was left for record with the Recorder of Marion County, Ohio, on the 18th day of May A.D. 1883 at 10 3/4 o'clock A.M. and recorded June 8, 1883, in Marion County record of Mortgages Volume 20 page 257. Plaintiff says that the said three notes due in one, two & three years from date, for seventy dollars each, have been paid, that the said defendant hath not paid the said note for one thousand dollars or the note for seventy dollars, nor any part of either of them, and there is now due the plaintiff thereon from the defendant S. Marion Dockum on both of said notes the sum of two hundred and seventy dollars, with interest at eight per cent from April 14, 1887 that both of said notes hath long since become due whereby the condition of the said mortgage hath become broken and the said deed hath become absolute, and a right of action hath accrued to the plaintiff to have the said mortgage foreclosed. Whereupon the plaintiff asks on this cause of action that the said mortgage may be foreclosed; that an account may be taken of the amount due the plaintiff on said mortgage; that the said real estate above described may be ordered to be appraised advertised and sold to pay said debt, and that the plaintiff may have such other and further relief in the premises as may be just and equitable.

Barber & Van Deman, attys for Plaintiff.

The State of Ohio,  
Marion County, ss.

J. D. Van Deman being sworn on his oath says he is one of the plaintiff's attorney in this action; that the plaintiff is a non resident of and now absent from said county and that he believes the statements of the foregoing petition to be true. J. D. Van Deman.  
Sworn to by J. D. Van Deman before me and by him subscribed in my presence this 22<sup>nd</sup> day of September A. D. 1887.

Deal

John L. Burgher, Clerk.

Copy of note "Exhibit A"

\$70<sup>00</sup>

Marionville O. April 4 1883

Four years after date I promise to pay to the order of Sarah M. Kilbourne Seventy \$0 Dollars at the First National Bank of Delaware, O.

Value received with eight per cent. interest after due. S. M. Dockum.  
No endorsements.

Copy of note Exhibit B.

Marysville, O. April 14<sup>th</sup> 1883.

\$1000<sup>00</sup>

Four years after date I promise to pay to the order of Sarah M. Kilbourn one thousand <sup>00</sup>/<sub>100</sub> Dollars at the First National Bank of Delaware O. Value received with eight per cent interest after due. S. M. Dockum.

No endorsements.

Receipts

The clerk will issue summons to sheriff of Union County for above defendants. Suit 1<sup>st</sup> cause of action \$75<sup>00</sup> + int. at 8 pr. ct. from April 14, 1887. on 2<sup>d</sup> cause of action \$1000<sup>00</sup> + int. at 8 pr. ct. from April 14, 1887. + 3<sup>d</sup> cause of action. Equitable relief.

Carper & Van Deman, Attys for Plaintiff.

No. 5387

Afterward, on the 22<sup>nd</sup> day of September 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:

Summons

We command you to notify S. Marion Dockum and Maggie S. Dockum, his wife, that they have been sued by Harvey G. Bullough, Administrator with the will annexed of Sarah M. Kilbourn in the Court of Common Pleas of Union County, and that unless they answer by the 22<sup>nd</sup> day of Oct. 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 3<sup>rd</sup> day of October A.D. 1887. Witness my hand and the seal of said Court, this 22<sup>nd</sup> day of September A.D. 1887.

[Seal]

John L. Burgner, Clerk.

Endorsed: Amount claimed on 1<sup>st</sup> cause of action \$75<sup>00</sup> with 8% int. from April 14<sup>th</sup> 1887 and 2<sup>nd</sup> cause of action \$1000<sup>00</sup> and int. @ 8% from April 14<sup>th</sup> 1887 + 3<sup>rd</sup> cause of action "Equitable relief".

Carper & Van Deman, Plaintiffs Attys.

Said Writ returned and filed Oct. 3, A.D. 1887, endorsed as follows, to wit:

The State of Ohio.

Union County, ss: } Received this Writ Sept. 22, A.D. 1887, at 2 o'clock P.M. and pursuant to its command on the 30<sup>th</sup> day of Sept. A.D. 1887, I served the same by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of the within named S. Marion Dockum and by handing a true copy of the same to the within named Maggie S. Dockum. Service 45 Mileage 1.28 Copy 40 Total \$2.13 M. Hopkins, Sher.

Sherriff's Return

Afterward, on the 28<sup>th</sup> day of Oct. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Harvey G. Bullough Administrator with the will annexed of Sarah Kilbourn deceased vs S. M. Dockum and others. G. C. Oct. '87

Entry

This day came the plaintiff by his Attorneys and the said defendants still each failing to answer or demur to the said petition made

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made default and the plaintiff waiving his right to a trial by jury submits this cause to the court and the court being fully advised in the premises doth find the allegations of the said petition to be true and that there is due the plaintiff on the said notes in the first and second causes of action in the petition set forth the sum of Eleven hundred and fifteen Dollars and eighty eight cents with int. at eight per cent from the entry of this decree. It is therefore considered and adjudged by the court that the said plaintiff do recover of the said defendant S. M. Dockum the said sum of Eleven hundred and fifteen dollars and eighty eight cents with int. as aforesaid and his costs in this behalf expended taxed at #

And the court doth further find that the allegations of said petition are true, and that the defendants S. M. Dockum and Maggie S. Dockum his wife executed and delivered to the said Sarah M. Kilbourn then in full life but since deceased the mortgage deed in the petition described and on the premises therein described: that the said mortgage was duly recorded in Book 20 page 257 of the records of mortgages of Union County and is the first and best lien on the premises described in the petition: the said said Sarah M. Kilbourn has departed this life as set up in said petition and the plaintiff is her duly appointed & qualified Administrator with the will annexed. The court further finds that the condition of defeasance in said mortgage has been broken and the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed. It is therefore considered and adjudged and decreed that unless the said defendants S. M. Dockum and Maggie S. Dockum shall within five days from the entry of this decree pay or cause to be paid to the clerk of this court the costs in this case, and to the plaintiff said Harvey J. Mc. Bullough Administrator with the will annexed of Sarah M. Kilbourn dead the sum of Eleven hundred and fifteen dollars and eighty eight cents with interest from the entry of this decree at the rate of eight per cent according to the terms of said mortgage that the said defendants equity of redemption be foreclosed and said premises in the petition described shall be appraised advertised and sold and an order of sale shall issue therefor to the Sheriff of Union County Ohio for the time being directing him to appraise advertise and sell said premises as upon Execution and bring the proceeds of said sale into court for further order.

Attest, John L. Burquer, Clerk.  
By Nellie Roney, Deputy.

Cases before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24 day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Hereofore, to wit, on the 5 day of February, A. D. 1887, the following Petition was filed with the clerk of said Court, to wit:

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Petition. Woodstock Bank of Woodstock, Ohio. Plaintiff. vs. Court of Common Pleas Union County, Ohio.

No. 5256. Bruce Robinson & Delmore Snodgrass, Defendants. Plaintiff is a partnership formed for the purpose of carrying on business in the State of Ohio. Plaintiff says that defendants are indebted to it on a certain promissory note of which the following is a copy, there are no credits or inclosures thereon.

\$ 375.00 Plain City, Ohio July 11-1885. Sixteen months after date we or either of us agree to pay to B. Huddle or bearer Three hundred & seventy five dollars at 6% from Sept. 1-1885 value received. Signed: Robinson & Snodgrass.

There is due plaintiff from defendants on said note the sum of \$ 375 with interest at 6% from Sept. 1-1885. Plaintiff asks judgment against defendant in the sum of \$ 406.75 with interest at 6% from the 1st of Feb-5-1887. W. J. Hoopes, Atty. for Plaintiff.

State of Ohio, Union County, ss: W. J. Hoopes being sworn says he is the attorney of the plaintiff duly authorized herein, that the above pleading is founded upon a written instrument for the payment of money which instrument is now in affiant's possession and the facts stated in the above petition are as affiant believes true. W. J. Hoopes.

Sworn to before me and subscribed in my presence this 5 day of Feb. A.D. 1887. J. L. Burgner, Clerk.

Waiver of summons and. enter our appearance in the above case this Feb 30<sup>th</sup> 1887. Bruce Robinson and Delmore Snodgrass, By D. W. Ayers, their atty.

Afterward, on the 9<sup>th</sup> day of Jan'y A.D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. Woodstock Bank of Woodstock, Plaintiff. vs. Court of Common Pleas Union County, Ohio.

Bruce Robinson & Delmore Snodgrass. Defts. No. 5256. Now comes the plaintiff, by its attorney, and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of \$ 428.43 It is therefore considered, adjudged by the Court that the said plaintiff recover from the said defendants the said sum of \$ 428.43 dollars with interest at 6% from the 15 day of Jan 1888 and costs taxed at dollars.

Attest, John L. Burgner, Clerk. By Kellie Roney, Deputy.

Pleas before the Honor. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our

Lord, one the ... the 2<sup>nd</sup> day of ... of said Court ... E. L. Pitts, ...

Petition. vs. James E. ... Plaintiff ... of which the ... \$ 150.00

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Laid, one thousand eight hundred and eighty seven. Kindly to wit, on the 2<sup>d</sup> day of Oct. 2. D. 1886. the following Petition was filed with the Clerk of said Court, to wit:

E. L. Pitts, Plaintiff.

Court of Common Pleas.

Union County, Ohio.

James E. Mc Bride, Defendant.

Petition.

Plaintiff says: This his action is founded upon a promissory note of which the following is a copy.

\$150<sup>00</sup>

Magnetic Springs, Oct. 2 1885.

On the first day of October 1885 I promise to pay to the bearer One hundred and fifty Dollars for value received, with 6 per cent interest before due and 8 per cent after due; interest to be paid annually.

James E. Mc Bride.

Plaintiff says he received the above note in the ordinary course of business on or about December 1<sup>st</sup> A.D. 1885, long before said note became due and paid therefor a full fair and valuable consideration to wit one horse of the value of one hundred and fifty Dollars. There is due from the defendant James E. Mc Bride on said note the sum of one hundred and fifty Dollars, which he claims with interest from date Oct. 2<sup>d</sup> 1885 at rate of six per cent per annum, up to the maturity of said note and eight per cent per annum after maturity & payable annually and for which he asks judgment.

Robinson & Piper, Attys for Plaintiff.

State of Ohio.

Union County, ss. I, L. Piper, being duly sworn according to law says he is one of the attorneys for the plaintiff in the above case duly authorized in the premises that the above pleading is founded upon a written instrument for the payment of money only and is now in the possession of this affiant & that the facts stated and allegations in the foregoing petition are as he verily believes true.

L. Piper

Sworn to before me by L. Piper, and by him subscribed in my presence this 2<sup>d</sup> day of October A.D. 1886.

Deal

J. Q. Burgher, Clerk.

To Clerk: Issue summonses upon the petition in above case directed to Sheriff of Union County Ohio returnable according to law. Endorse amount claimed One hundred & fifty Dollars (\$150<sup>00</sup>) with interest from Oct. 2<sup>d</sup> 1885 at 6% per annum & eight per cent per annum from Oct. 2<sup>d</sup> 1886 payable annually.

Robinson & Piper, Attys for Plaintiff.

Afterward, on the 2<sup>d</sup> day of Oct. A.D. 1886, 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, Ohio: We command you to notify James E. Mc Bride that he has been sued by E. L. Pitts in the Court of Common Pleas of Union County, and that unless he answer by the 30<sup>th</sup> day of October A.D. 1886 the petition of said E. L. Pitts against him filed in the Clerk's Office of said Court,

will be taken as confessed and judgment rendered thereon accordingly. Witness my hand and the seal of said Court this 2<sup>d</sup> day of October A.D. 1886.

such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 11<sup>th</sup> day of October A.D. 1886. Witness my hand and the Seal of said Court, this 2<sup>nd</sup> day of Oct. A.D. 1886 at Marysville, O.

Seal

J. L. Burgner, Clerk.

Endorsed: Amount Claimed, \$150.<sup>00</sup> and interest as follows, at 6 per cent. One \$150.<sup>00</sup> from Oct. 2<sup>nd</sup> 1885, & 8% per annum from Oct. 2<sup>nd</sup> 1886, payable annually. Robinson & Piper Clks Attys.

Said Writ returned and filed Oct. 11<sup>th</sup> 1886, endorsed as follows to-wit:

Sheriff's Return No. 5-182

The State of Ohio,

Union County, ss I Received this Writ Oct. 2<sup>nd</sup> A.D. 1886 at 2 o'clock P.M. And pursuant to its command, on the 11<sup>th</sup> 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 James E. McBride Service 30 Mileage 1.76 Copy 20 Total 2.26 M. Hopkins, Sher.

Hereafter, on the 16<sup>th</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal, by the Clerk of said Court, to-wit:

Entry

E. S. Pitts Plaintiff,

vs Money only. James E. McBride Defendant. Now came plaintiff by his attorneys, and the Defendant being in default for answer and demurrer, the court find that the allegations of the petition are confessed by him to be true, and the Court find that the defendant James E. McBride is indebted to the plaintiff E. S. Pitts in the sum of one hundred and fifty Dollars with interest from Nov. 16<sup>th</sup> 1887. It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of one hundred and fifty Dollars \$150.<sup>00</sup> with interest from Nov. 16<sup>th</sup> 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 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 9<sup>th</sup> day of Feb. A.D. 1887, the following Petition was filed with the Clerk of said Court to-wit:

Petition

A. E. Wetzel & John J. Kilburr, Plaintiffs

vs Rachel Huffman and Job Meeks, Defendants.

The State of Ohio.

Union County, Court of Common Pleas.

No. 5-257

And now come the said A. E. Wetzel and John J. Kilburr plaintiffs and for cause of action herein against the said defendants Rachel Huffman and Job Meeks says: That on the 7<sup>th</sup> day of July 1883 the

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aid plaintiffs became surety for one John P. Bailey in the sum of Three Hundred Dollars to the Bank of Marysville Ohio. Fullington & Phellis, on a promissory note due and payable Ninety days after date.

That to save the said plaintiffs harmless and fully protect them hereinafter, by reason of their being surety as aforesaid, the said John P. Bailey and Sarah Bailey his wife executed and delivered to plaintiffs their mortgage deed dated July 10<sup>th</sup> 1883, and thereby conveyed to plaintiffs in full simple the following described premises. Situate in the County of Union in the State of Ohio in Darby Township and bounded and described as follows viz: Part of a Lot in the Village of Unionville Centre Number Forty-seven (47), being fifty eight feet front and the same width through to the alley. That said mortgage deed had a condition therein in written to the effect that if said John P. Bailey should well and truly pay said note to said Fullington & Phellis when it became due or if said note should be renewed not exceeding three renewals if the said John P. Bailey should pay to said Fullington & Phellis said renewed note and save said plaintiffs harmless then said mortgage deed should be void, otherwise it should remain in full force and effect in law. That said mortgage deed was filed with the Recorder of Union County Ohio for record on the 3rd day of October 1883 at eleven A.M. and was afterward recorded in Book 19 page 160 of the records of Mortgages of said Union County, Ohio. Plaintiffs further say that said John P. Bailey afterward died without having paid said note and that in an action between the administrator of said John P. Bailey and the heirs and others the deed which had been made to said John P. Bailey for said premises by Rachel Huffman was set aside and held for naught and the title was restored to said Rachel Huffman, but all rights of the plaintiffs by reason of their mortgage were reserved, said action was numbered

Plaintiffs further say that since the said title was restored to said Rachel Huffman she had parted with all or a part of her interest therein to the defendant Job Meeks. Plaintiffs further say that the estate of said John P. Bailey is insolvent & they have been compelled to pay and on the 3rd day of February 1887 did pay to said Fullington & Phellis the amount remaining due on said note, to wit, the sum of Two Hundred and Sixty-six Dollars, which amount they say is justly due to them on the said mortgage with interest from said 3<sup>rd</sup> day of February 1887. Wherefore the said plaintiffs pray that unless the said defendants pay or cause to be paid to plaintiffs said sum so due as aforesaid within a short day to be named by the Court, that an order issue to the sheriff of said Union County, Ohio, 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. J.B. Fulton Atty for Plaintiffs.

The State of Ohio. } U.C. Wetzel 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. A.C. Wetzel.

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Shewn to before me and subscribed in my presence this 7<sup>th</sup> day of February, 1887. B. A. Ferguson, J.P.

Process  
No. 5257

To Clerk: Issue a summons to Sheriff of Union County Ohio, for defendants, returnable according to law. To foreclose Mortgage. J.B. Fulton, Atty for Plaintiff.

Afterward, on the 9<sup>th</sup> 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:

summons

To the Sheriff of the County of Union Ohio: We command you to notify Rachel Hufferman and Job Meeks that they have been sued by A. E. Wetzel and John F. Kilbury in the Court of Common Pleas of Union County, and that unless they answer by the 12<sup>th</sup> day of March A.D. 1887 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 21<sup>st</sup> day of Feb. A.D. 1887. Witness my hand and the seal of said Court. This 9<sup>th</sup> day of Feb. A.D. 1887.

J. L. Burquer, Clerk.

Endorsed: In action for foreclosure of Mortgage. J.B. Fulton, Plaintiff's Atty.

Sheriff's -  
Return

Said Writ returned and filed Feb. 19<sup>th</sup> A.D. 1887, endorsed as follows, to-wit: Received this Writ Feb. 9 A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 10<sup>th</sup> day of Feb. A.D. 1887, I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendants Rachel Hufferman & Job Meeks. Service 45 Mileage 1.92 Copy 40 Total 2.77 M. Hopkins, Sher.

Afterward, on the 24<sup>th</sup> day of May, A.D. 1887, the following Demurrer was filed with the Clerk of said Court, to-wit:

Demurrer

A. E. Wetzel & John F. Kilbury vs Sarah Hufferman & Job Meeks Defendants Court of Common Pleas. Now comes Job Meeks one of the Defendants in the above case & demurs to the petition in the above case for the following reason, to-wit: That the petition does not state facts sufficient to constitute a cause of action. Job Meeks by W. S. Hoopes, his Atty.

Afterward, on the 24<sup>th</sup> day of May, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

A. E. Wetzel et al. vs Rachel Hufferman et al. This day this cause came on to be heard upon the demurrer of the defendant to plaintiff's petition, and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that said

demurrer  
motion hear

Entry  
No. 5257

Afterward, on the 24<sup>th</sup> day of May, A.D. 1887, the following Demurrer was filed with the Clerk of said Court, to-wit: A. E. Wetzel & John F. Kilbury vs Sarah Hufferman & Job Meeks Defendants Court of Common Pleas. Now comes Job Meeks one of the Defendants in the above case & demurs to the petition in the above case for the following reason, to-wit: That the petition does not state facts sufficient to constitute a cause of action. Job Meeks by W. S. Hoopes, his Atty.

Order of  
Sale

Afterward, on the 24<sup>th</sup> day of May, A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit: A. E. Wetzel et al. vs Rachel Hufferman et al. This day this cause came on to be heard upon the demurrer of the defendant to plaintiff's petition, and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that said

summar is not well taken and therefore overrules the same, and on motion leave was given defendants to answer in 60 days.

Afterward, on the 15 day of Nov. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry  
No. 5257

*Petition on Note and Mortgage*  
Rachel Huffman and Job Meeks Defendants; and now comes the said A. E. Wetzel and John S. Hilbury by J. C. Frazier their attorney and the Defendant by their attorney, and thereupon this cause came on to be heard upon the petition, answer and evidence, and was argued by counsel, and the said Rachel Huffman and Job Meek still failing to demur or answer to the said petition, the said petition is taken to be true. It is therefore considered that the said plaintiff ought to recover the amount due him by reason of the premises, on consideration whereof the Court find that there is due to the plaintiff from the said defendants on the note and mortgage in the petition mentioned and set forth, the sum of Two Hundred Seventy Seven Dollars, and fifty seven 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 defendants the said sum of Two Hundred Seventy Seven Dollars, and fifty seven cents, the sum found due as aforesaid, and also costs taxed at \$ . . . and it is further ordered and adjudged that in case the said defendants fail for 3 days from this date, to pay to the said plaintiff the said sum of Two Hundred Seventy Seven dollars and fifty seven cents, so as aforesaid found due, with costs of suit, an order is due to the Sheriff of Union County Ohio, commanding him to cause the said lands and tenements in said petition described, to-wit: 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 be bring into Court, to abide the further order of said Court.

Afterward, on the 28 day of Nov. A.D. 1887, 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 - Christian:  
Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 15<sup>th</sup> day of Nov. A.D. 1887, in the cause of A. E. Wetzel et al. Plaintiffs, and Rachel Huffman et al. Defendants said A. E. Wetzel et al. obtained a judgment or decree against the said Rachel Huffman et al. for the sum of Two hundred and seventy seven and  $\frac{57}{100}$  Dollars and  $\frac{57}{100}$  Dollars costs of suit; and whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Rachel Huffman shall within 3 days from the 15<sup>th</sup> day of Nov. A.D. 1887, pay unto the said A. E. Wetzel et al. the said sum of Two hundred and seventy seven and  $\frac{57}{100}$  Dollars.

with interest from 15<sup>th</sup> day of Nov. A.D. 1887, at the rate of 6 per cent. per annum, and to the Clerk of this Court the costs <sup>of this action</sup> herein, taxed to & and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law to sell the real estate described in Plaintiff's petition, &c.: and whereas, five days aforesaid have fully expired and the said sum of \$277. <sup>57</sup> 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 elements, to-wit: situated in the Township of Darby County of Union and State of Ohio, bounded and described as follows: viz: Part of Sec. 10 in the Village of Marysville Center Church (47) forty seven, being fifty eight feet front and the same width through to the alley. 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 22<sup>nd</sup> day of Nov. A.D. 1887.

(Seal) John L. Burgeon, Clerk.

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 30<sup>th</sup> day of Nov. 1887, summon B. E. Robinson, James P. Kirtland and Daniel Kirtland three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and elements therein described, and afterward, on the 30<sup>th</sup> day of Nov. A.D. 1887, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises estimate and appraise the real value in money of the same at One hundred & twenty five Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 30<sup>th</sup> day of November, 887, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published and of general circulation in Union County,) said lands and elements to be sold at public sale, at the door of the Court House of said County on the 31<sup>st</sup> day of December, A.D. 1887, at 1 o'clock P.M. of said day, and having advertised the said lands and elements 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 31<sup>st</sup> day of December A.D. 1887, at the time and place above mentioned, proceed to offer said lands and elements at public sale, and there came Kilbory who bid for the same the sum of One hundred & sixty Dollars and said sum being more than two-thirds of the appraised value thereof, and said

J. E. Metzger vs. J. Wren. Mentis to his Seaveing Co. Notice to P. Dec. 300 P.

After... tion was for A. E. Metzger vs Rachel H. By order of Court at the north day, Decem said day, the Towns ed as follow ter, Alameda width thro B. B. Fulton

Proof of the State of Ohio Union County consecutive No. 5257 and circula giving in Octom 1888.

After... was made A. E. Metzger vs Rachel H. The sale ne amination the same the orders and sale And it a purchaser law the p said purc coming a \$160<sup>00</sup> it his hand



A. E. Wetzel & John F. Kilbure being the highest and best bidder there-  
 for, I then and there publicly sold and struck off said lands and ten-  
 ements to him for said sum of One Hundred & sixty Dollars. Service 30  
 Swearing Appraisers 1.20 Writing Appraisal 30 Copy of Appraisal 30  
 Notice to Printer 30 Mileage 1.28 Poundage 2.40 Total 6.88 Appraisers  
 Fees 3.00 Printers Fees 9.30 M. Hopkins, Sheriff

Afterward, on the 4<sup>th</sup> day of Jan. A.D. 1888, the following Proof of Publica-  
 tion was filed with the clerk of said Court, to-wit:

A. E. Wetzel et al. vs Rachel Hoffman et al. Court Common Pleas, Union County, O.  
 Doc 9, Page 1587

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 Satur-  
 day, December 31, 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 Darby, County of Union, and bounded and describ-  
 ed as follows: Being part of Outlot in the Village of Unionville betw-  
 en Number 47) forty seven, and being 58 feet front, and the same  
 width through to the alley. Appraised at \$125. Terms of Sale, cash.

Marion Hopkins, Sheriff of Union County, O.

J. B. Fulton, attorney. November 30, 1887 - # 2.50.

Proof of The State of Ohio. The undersigned, being duly sworn, says that a  
 Publication Union County ss. copy of the annexed notice was published for five  
 consecutive weeks in the "Marysville Tribune", a newspaper of gen-  
 eral circulation in the County of Union, the first publication be-  
 ginning with Nov. 30, 1887. W. O. Shearer.

Subscribed before me, this 4<sup>th</sup> day of January,  
 1888. John L. Buzner, Clerk.

Afterward, on the 9<sup>th</sup> day of Jan. A.D. 1888, the following Entry  
 was made on the Journal by the Clerk of said Court, to-wit:

A. E. Wetzel et al. vs Rachel Hoffman et al.

This day on motion of the plaintiffs, and on  
 their producing the return of the sheriff of  
 the sale made under the former order of this court, on careful ex-  
 amination 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 the same are hereby approved and confirmed.

And it is further ordered that the said sheriff convey to the  
 purchasers A. E. Wetzel and John F. Kilbure by deed according to  
 law the property so sold, and a writ of possession is awarded to put  
 said purchasers in possession of said premises. And the Court  
 coming now to distribute the proceeds of said sale amounting to  
 \$160.00, it is ordered that the said sheriff out of the money in  
 his hands pay, First the costs of this action taxed at \$27.50

second, to the plaintiffs the remainder to be credited on their deere  
merit.

Attest. John L. Buzgner, Clerk,  
By Kelle Roney, Deputy.

Cases before His Honor, John A. Rice, Judge of a Court of Common  
Pleas, begun and held at the Court House, in the town of Marysville,  
within and for the County of Union of the Third Subdivision of the  
Fourth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in  
the year of our Lord, one thousand eight hundred and eighty seven  
Heretofore, to wit, on the 4<sup>th</sup> day of Sept. A.D. 1887, the following Petition  
was filed with the Clerk of said Court, to-wit:

Petition  
No. 3375  
vs  
Maggie M. Erikey and John H. Erikey,  
Harriet Moore and George W. Moore, Surver &  
Morehead and Michall Motz, Defendants.

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

And now comes the said Abner Wright, Plaintiff, and for cause of  
action herein against the said defendants, says; that heretofore, to-  
wit, on the 20<sup>th</sup> day of July 1885, the said defendants, Maggie M.  
Erikey and John H. Erikey executed and delivered to him their  
joint Promissory note of that date for the sum of one thousand  
Dollars, payable in two years after date with eight per. cent inter-  
est thereon from date, payable Annually; that to secure the payment  
of the said note the said Maggie M. Erikey and John H. Erikey, on  
said day executed and delivered to plaintiff their mortgage deed, and  
thereby conveyed to Plaintiff in fee simple the following described  
real estate; situate in the County of Union, in the State of Ohio, and  
in the township of Seeburg, Survey No. 3696 and bounded and de-  
scribed as follows, viz; being situated in the village of Margaret Springs,  
commencing at the South West corner of Sister Oliver's lot of land, on the  
North line of Park Avenue in said village; thence north eighteen rods and  
one foot to the South line of Newhouse, McLean & Co. Land; thence  
west one hundred and six and one half feet to a stone in the center  
of Bokes Creek, witness sugar and Sycam Trees on the East Bank of  
said Creek; thence South eighteen rods and one foot to a stone on North  
line of Park Avenue; thence east one hundred and six and one half  
feet to place of beginning. That said mortgage deed had a condition there-  
in written to the effect that if the said Maggie M. Erikey and John H.  
Erikey should well and truly pay the interest within ten days after  
the same became due and the Principal of said note when it should  
become due, that then and in that case, the said mortgage deed  
should be void, otherwise to be, and remain in full force and virtue in  
law; that said mortgage deed was left with the recorder of Union Coun-  
ty Ohio, for record, on the 22nd day of July 1885 at 3 o'clock P.M., and was  
afterward recorded in volume 21 on page 263 of the records of mortgages  
of said Union County, Ohio; that interest has been paid on the said  
note up to the 20th day of July 1886, and that no other or further pay-

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ments have been made thereon, and that there is now due and owing to plaintiff thereon from said Maggie M. Trickey and John H. Trickey the sum of one thousand dollars with eight per cent. interest thereon from the 20th day of July 1886, for which sum and interest plaintiff asks a judgment against the said Maggie M. Trickey and John H. Trickey. The said plaintiff further says that by reason of the failure of the said Maggie M. Trickey and John H. Trickey to pay the said note and interest as stipulated therein, the said mortgage deed has become absolute and subject to foreclosure. The said Plaintiff further says that the defendants Harriet Moore and George W. Moore, Turner E. Morehead and Michael Motz, claim some interest or lien on said premises, each of whom plaintiff prays may be made party defendant hereto and be required to set out their interest whatever it may be, which plaintiff avers is subsequent to his said mortgage. Wherefore the said plaintiff prays that unless the defendants Maggie M. Trickey and John H. Trickey within a short day to be named by the Court pay or cause to be paid to plaintiff the amount due as aforesaid, and 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 await further order.

J. B. Fulton, Attorney for Plaintiff.

The State of Ohio,

County of Union, ss: } J. B. Fulton being first duly sworn according to law says that he is the attorney of the Plaintiff duly authorized in the premises; that the said Plaintiff is a non-resident of Union County, Ohio, and now absent therefrom, and that he believes the facts stated and allegations of the foregoing petition to be true.

J. B. Fulton.

Sworn to before me and subscribed in my presence by the said J. B. Fulton this 14 day of September 1887.

J. D. Bugner, Clerk.

[Seal]

I hereby acknowledge myself security for costs herein. J. B. Fulton.

We hereby waive the issuing and service of summons and enter our appearance herein this 3rd day of October A.D. 1887.

Turner E. Morehead and Michael Motz by Brodrick & McCampbell, their attorneys.

No. 7373

To: Clerk, Issue summons for the defendants Maggie M. Trickey, John H. Trickey, Harriet Moore and George W. Moore to the sheriff of Union County Ohio. Indorse amount claimed \$1000.00 with 8 per cent. interest thereon from July 20 1886 and to foreclose mortgage. J. B. Fulton, Atty for Plaintiff.

Afterward, on the 16 day of Sept. 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, Ohio,  
 We command you to notify Maggie M. Trickey, Harriet Moore

and Geo. W. Moore that they et al. have been sued by Alvan Wright in the Court of Common Pleas of Union County, and that unless they answer by the 4<sup>th</sup> day of October, 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 26<sup>th</sup> day of Sept. A. D. 1887. Witness my hand and the seal of said Court, this 16<sup>th</sup> day of September A. D. 1887.

[Seal] John L. Burquier Clerk.

Endorsed: In action for foreclosure of mortgage, amount claimed \$1000.00 with 8% int. from July 20, 1886. S. B. Fulton, Plaintiff's Atty. Said Writ returned & filed Oct. 3<sup>rd</sup> A. D. 1887, endorsed as follows to-wit:

The State of Ohio,  
 Return Marion County, ss: Received this Writ Sept. 16<sup>th</sup> A. D. 1887, at 2 o'clock P. M. and pursuant to its command, on the 19<sup>th</sup> day of Sept. A. D. 1887, I served the same by handing a true copy of this writ with the endorsements thereon to the within named Defendants Maggie M. Trickey, Harriet Moore and Geo. W. Moore and by leaving a true copy of the same at the usual place of residence of the within named Geo. W. Trickey. Service 75 Mileage 1.92 Copy 80 Total \$3.47  
 M. Hopkins, Sher.

Afterward, on the 3<sup>rd</sup> day of October, A. D. 1887, the following answer was filed with the Clerk of said Court, to-wit:

Answer. Alvan Wright, Plaintiff, } In the Court of Common Pleas of  
 Against } Marion County, Ohio. No. 5375  
 Maggie M. Trickey et al. Defendants. Answer and Cross-petition of Turner E. Morehead and Michael Motz Defendants.

And now come the said defendants Turner E. Morehead and Michael Motz and for answer to plaintiff's said petition, and by way of cross-petition herein say: That on the 6<sup>th</sup> day of January A. D. 1887 the defendants, George W. Moore and Harriet Moore who are the legal owners of the premises described in plaintiff's said petition executed and delivered to these defendants their mortgage deed of that date, and thereby conveyed to these defendants the premises described in said petition. The condition contained in said mortgage was as follows: 'Provided always and these presents are upon this condition that whereas the said George W. Moore was on the 2<sup>nd</sup> day of July 1881, by the Probate Court of Perry County, Ohio, duly and legally appointed the executor of the estate of Lydia Jones, deceased, and whereas the said Turner E. Morehead and Michael Motz became sureties of said George W. Moore on his bond as such executor in the sum of \$2000<sup>00</sup> which bond was conditioned according to the statutes regulating the bonds of executors appointed in the State of Ohio, and said estate being still unsettled, and said Turner E. Morehead and Michael Motz being now and ever since said date liable as sureties on said bond, and it appearing by the final settlement of said executor that a sum of money still remained in his hands as such executor unpaid. Now if the said George W. Moore shall well and truly pay over to the parties entitled thereto all moneys that

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leave heretofore or may come into his hands as such executor, and save the said Turner E. Morehead and Michael Motz from all harm and costs by reason of their having become sureties on said bond of said George W. Moore as such executor, then these presents shall be void, otherwise to be and remain in full force and virtue in law. Said Turner E. Morehead and Michael Motz after the 1<sup>st</sup> day of July 1887 shall have the right to foreclose this mortgage for all amounts due from said George W. Moore to said estate or to his successors then unpaid, and in case they Morehead and Motz are compelled by any default of said George W. Moore as such executor before said date to pay any money as his sureties on said bond then said Morehead and Motz shall have the immediate right to foreclose the same for all sums due said Moore's successors or said estate." On the said 6<sup>th</sup> day of January 1887 at 11 o'clock A.M. said mortgage was duly filed with the Recorder of Union County, Ohio, for record, and the same was recorded January 18<sup>th</sup> 1887 in Volume 24 page 143 of the Records of Mortgages of Union County, Ohio.

There is yet due and unpaid from said George W. Moore to said estate of Lydia Jones, deceased, the sum of Twelve Hundred Dollars for which these said defendants are liable, and said mortgage has become absolute. The said defendant Harriet Moore purchased said premises from said Maggie M. Erickey and John H. Erickey, and the same were duly conveyed to her by deed dated January 2<sup>nd</sup> 1886. These defendants ask that if said premises are sold their rights be fully protected and that the proceeds of said sale, after the payment of the indebtedness due plaintiff be paid to these defendants, or so much thereof as may be necessary to pay said indebtedness of the said defendant George W. Moore to said estate of said Lydia Jones, deceased, as above set forth, and for all other and proper relief in the premises. Brodrick & M<sup>rs</sup> Campbell, Attorneys for Defendants. Turner E. Morehead and Michael Motz.

The State of Ohio,  
County of Union, ss John M. Brodrick, being sworn, makes oath that he is one of the attorneys for the above named defendants Turner E. Morehead and Michael Motz, that said defendants are non-residents of said County of Union, and 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 3<sup>rd</sup> day of October A.D. 1887.  
John L. Burgner, Clerk.

§ 2<sup>nd</sup> Afterward, on the 29<sup>th</sup> day of October, A.D. 1887, 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 term of the Court of Common Pleas held at Marysville in and for said County, on the 24<sup>th</sup> day of October A.D. 1887, in the cause of Alvan Wright Plaintiff, and Maggie M. Erickey et al. Defendant, said Alvan Wright obtained a judgment or decree against the said

Order of Sale, No. 5375-

Maggie M. Trickey and John M. Trickey for the sum of One Thousand One Hundred + <sup>88</sup>/<sub>100</sub> Dollars, and <sup>100</sup>/<sub>100</sub> Dollars costs of Suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Maggie M. Trickey and John M. Trickey shall within two days from the 26<sup>th</sup> day of Oct., A.D. 1887, pay unto the said Alvan Wright the said sum of One Thousand One Hundred + <sup>88</sup>/<sub>100</sub> Dollars with interest from 24<sup>th</sup> day of Oct., A.D. 1887, at the rate of 8 per cent. per annum, and to the clerk of this Court the costs of this action herein, taxed to + and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition, &c.: And whereas, the two 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 Township of Leeburg, County of Union and State of Ohio, Survey No. 3676 and bounded and described as follows, viz: Being situate in the village of Magnetic Springs, commencing at the South west corner of Lester Oliver's lot or land, on the north side of Park Avenue in said village; thence north eighteen rods and one foot to the south line of Newhouse, McLeans & Co. land; thence west one hundred and six and one half feet to a stone in the centre of Bokes Creek, witness sugar and linn trees on the east bank of said Creek; thence South eighteen rods and one foot to a stone on north line of Park Avenue; thence east one hundred and six and one half feet to 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 interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of said Court of Common Pleas and the Seal of said Court, at Mansfield, Ohio, this 29<sup>th</sup> day of October, A.D. 1887.

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

In 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 29<sup>th</sup> day of Oct. 1887, summon M. D. Degord, R. Mayfield and P. H. Lind 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 29<sup>th</sup> day of Oct., A.D. 1887, 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 Eighteen 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 3<sup>rd</sup> day of Nov. 1887, I caused to be

Cheriff's Return  
No. 5275

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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 3 day of Dec. A. D. 1887, 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 3 day of Dec, 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 Alvan Wright who bid for the same the sum of Twelve hundred Dollars, and said sum being two-thirds of the appraised value thereof, and said Alvan Wright being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Twelve hundred Dollars. Service 30 Summoning & Swearing Appraisers 29 Writing Appraisal, 30 Notice to Printer, 30 Affidavit of Printer, 30 Mileage 1.92 Foudrage 1.50 Total 5.82 Appraisers' Fees 3.00 Printers' Fees 1.90 M. Hopkins, Sheriff.

Entry

On the 26<sup>th</sup> day of Oct. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
 Alvan Wright, Plaintiff,  
 vs  
 Maggie M. Trickey, et al. Defendants.  
 Petition on Note and Mortgage.  
 And now comes the said Alvan Wright by S. B. Fulton his attorney (and the Defendants Turner E. Morehead & Michael Motz by their attorney, and thereupon this cause came on to be heard upon the petition answer and evidence, and was argued by counsel; and the said Maggie M. Trickey and John H. Trickey still failing to demur or answer to the said petition, the said petition is taken to be true. It is therefore considered that the said plaintiff ought to recover the amount due him by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff from the said Maggie M. Trickey & John H. Trickey on the notes and mortgage in the petition mentioned interest being computed to 1<sup>st</sup> day of this term and set forth, the sum, the sum of One Thousand one hundred & 88<sup>cs</sup> Dollars, 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 One Thousand one hundred dollars, and eighty eight cents, the sum found due as aforesaid and that said judgment bear interest at 8 per. cent. and also his costs taxed at 4.  
 And it is further ordered and adjudged that in case the said defendants Maggie M. Trickey and John H. Trickey or either of them fail for two days from this date, to pay to the said plaintiff the said sum of One Thousand one hundred dollars, and eighty eight cents, so as aforesaid found due, with costs of suit, an order issue to the Sheriff of Union County, Ohio, 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 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.

Afterward, on the 4<sup>th</sup> day of Jan. A.D. 1888, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Alvan Wright vs Court of Common Pleas, Union County, O. No. 5375-3 On order of Sale

Maggie M. Trickey. 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 3d, 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 Lueburg, county of Union and State of Ohio, and bounded and described as follows: Being in Survey No. 3676 and situated in the village of Magnetic Springs, commencing at the southwest corner of Sister Crozier's lot or land on the north line of Park Avenue in said village; thence north eighteen rods and one foot to the south line of Newhouse, McLeant's land; thence west 106 1/2 feet to a stone in the center of Boker's creek with sugar and lime trees on the east bank of said creek; thence south eighteen rods and one foot to a stone on north line of Park Avenue; thence east 106 1/2 feet to place of beginning. Appraised at \$1800.00 Terms of Sale - Cash. Marion Hopkins, Sheriff of Union County, O. J. B. Sulton, attorney. November 3d, 1887 - saw. p.p. \$19.00

The State of Ohio } The undersigned, being duly sworn, says that a Proof of Union County, s. s. 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 No. 5375 - November 3, 1887. W. O. Shearer

Sworn to and subscribed before me, this 4<sup>th</sup> day of Jan. 1888. J. L. Burquie, Clerk.

Afterward, on the 9<sup>th</sup> day of Jan. A.D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. Alvan Wright vs Maggie M. Trickey et al. This day on motion of the plaintiff, and on his producing the return of the sheriff of the sale made under the former order of this Court, on careful examination of the proceedings of the said sheriff being satisfied that the same have been 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 the same are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Alvan Wright 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 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 twelve hundred

Dollars. i- First, to the to \$29.31. De \$34.50 The in to date and Mich.

Pleas begun and and for the Judicial year of our Clerk of was filed D. M. Scot vs Robert Fie Plain on business -iff in a are no in \$95

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State of Oh Union Co of the plain ed upon a -strument above plea

Swor -ence this O. M. Scot as Receipte Robert Fie -ble accord for amount



Dollars. it is ordered that said Sheriff out of the money in his hands pay First, to the treasurer of this county the taxes on said property amounting to \$29.31. Second, to the Clerk of the Court the costs of this action taxed at \$34.50 Third, to the plaintiff Alvan Wright the amount of his decree here- in to date being \$119.13. Fourth, the remainder to Ewmer E. Morehead and Michael Motz, to apply on their mortgage.

attest. John L. Burgner, Clerk.  
By Nellie Roney, Deputy.

Heas before His Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House in the Town of Marysville, within and for the County of Union of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord one thousand eight hundred and eighty seven.

Hereofore, to-wit: on the 13<sup>th</sup> day of Oct. A.D., 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition

O. M. Scott & Bro. Plaintiff. } Court of Common Pleas, Union County,  
vs } Ohio.  
Robert Field, Defendant. } Petition.

No. 5419

Plaintiff is a partnership formed for the purpose of carrying on business in the State of Ohio. Defendant is indebted to plaintiff in a certain promissory note of which the following is a copy. There are no indorsements thereon.

\$95.00

Richwood, Ohio, Nov. 17-1887.

On the 1<sup>st</sup> day of February 1887 for value received I promise to pay A. Koplins or bearer Ninety five dollars at Richwood Ohio with interest at the rate of 8 per cent. per annum, but if paid when due a reduction at the rate of 2 per cent per annum in the interest will be made.

Robert Fields, plaintiff.

For which note there is due plaintiff the sum of \$95.00 which he claims with interest at 8 of from the 17<sup>th</sup> day of Nov. 1885. Wherefore plaintiff asks judgment against defendant in the sum of \$110.00 and interest at 8 of on \$95 from the 13<sup>th</sup> day of October 1887.

W. J. Hoopes, atty for Plaintiff.

State of Ohio, }  
Union County, ss. } W. J. Hoopes being sworn says he is the attorney of the plaintiff duly authorize herein that the above pleading is based upon a written instrument for the payment of money which instrument is now in affiant's hands & that the facts stated in the above pleading are true as affiant believes. W. J. Hoopes.

Sworn to and subscribed by said W. J. Hoopes in my presence this 13 day of Oct. 1887. Kate L. Moffitt, Notary Public Seal  
O. M. Scott & Bro. } Court of Common Pleas, Union County, O.  
vs }

Præcipe

Robert Fields, } Clerk: Issue summonis in above case returna-  
ble according to law. Amount claimed \$110.00 indorsed action  
for money only. } W. J. Hoopes, Atty. for Claim.

Afterward, on the 15<sup>th</sup> day of Oct. A.D. 1887, the following summons was issued by the clerk of said court, to-wit:

Summons  
No. 5419

The State of Ohio,  
Union County, ss. To the Sheriff of the County of Union - Greeting:  
We command you to notify Robert Fields that he has been sued by O.M. Scott & Brother in the Court of Common Pleas of Union County, and that unless he answers by the 12<sup>th</sup> day of Nov. A.D. 1887, the petition of said O.M. Scott & Brother 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 24<sup>th</sup> day of October A.D. 1887. Witness my hand and the Seal of said Court, this 13<sup>th</sup> day of Oct. A.D. 1887 at Marysville, O.  
Seal John L. Burgner, Clerk. By A. R. Burgner, Deputy.

Endorsed: Amount claimed, \$110<sup>00</sup> and interest as follows, at 8 per cent.; on \$75<sup>00</sup> from Oct. 13, 1887. W. J. Hoopes, Plff's Atty.

Sheriff's Return

Said Writ returned and filed Oct. 24<sup>th</sup> 1887, endorsed as follows, viz:  
The State of Ohio,  
Union County, ss. Received this Writ Oct. 13 A.D. 1887 at 20'clock P.M. and pursuant to its command, on the 15<sup>th</sup> day of Oct. A.D. 1887, 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 defendant Robert Fields. Service 30 Mileage 3.20 Copy 2.0 Total \$3.70  
M. Hopkins Sher.

Afterward, on the 9<sup>th</sup> day of Jan'y, A.D. 1888, the following Entry was made in the Journal by the Clerk of said Court, to-wit:

Entry

O.M. Scott & Bro. Plaintiff. Court of Common Pleas.  
vs  
Union County, Ohio.  
Robert Fields, Defendant. Now comes the plaintiff by their attorney, and the defendant being in default for answer or demurrer, the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to the plaintiff in the sum of (\$111<sup>46</sup>) one hundred & eleven & 4/6 dollars. It is therefore considered and adjudged by the Court that the said plaintiffs recover from said defendant the sum of \$111<sup>46</sup> with interest at 8% from the 17 day of January 1888 and his costs herein 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 Sixth Judicial District, of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven.  
Herebefore, to-wit, on the 13<sup>th</sup> day of Oct. A.D. 1887, the following Petition was filed with the clerk of said Court, to-wit:

John Fleck  
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vs  
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John Fleck and A.S. Chapman partners  
as Fleck and Chapman, Plffs

Union Common Pleas.  
Judgment & Foreclosure of Me-  
chanics Lien.

Petition.

vs

Sarah E. Parker, Richard Turner Defts

No. 5418

First Cause of Action. The plaintiffs are a partnership formed and doing business in the state of Ohio, in the firm name of Fleck and Chapman. There is due plaintiffs from the defendant Sarah E. Parker the sum of Ten & 700 dollars which they claim with interest from June 28<sup>th</sup> 1886. on an account a copy of which with all credits is hereto attached marked "A". Second Cause of Action. The account in the first cause of action described, accrued for labor and materials furnished by said Fleck and Chapman on said Sarah E. Parkers order in erecting an addition to a certain Dwelling House between the 14<sup>th</sup> & 29<sup>th</sup> days of June 1886, on certain premises of said Sarah E. Parker described as follows: Situate in the Township of Paris County of Union and state of Ohio, part of Survey No. 4067, and bounded and described as follows: Beginning at a stone in the South West corner of the Fiford lot, at and in the center of the Milford road; thence with the Fiford line S. 53 E. 62 poles to a stake in Mr. Vejs line; thence with his line S. 30 W. 12 <sup>3</sup>/<sub>100</sub> poles to the corner of Malons lot; thence with his line N. 52 W. 64 <sup>3</sup>/<sub>100</sub> poles to the center of said road; thence N. 40 <sup>1</sup>/<sub>2</sub> E. 12 <sup>1</sup>/<sub>10</sub> poles to the beginning, containing 5 acres more or less. Said account accrued on the 28 day of June 1886 and on the 8<sup>th</sup> day of October 1886 plaintiffs Fleck & Chapman filed with the recorder of this County under the statute providing for obtaining Mechanics Liens, an affidavit containing an itemized account of the amount and value of such materials with all credits and offsets which said lien is recorded in Lien book 3 pages 19 & 20 of said Recorders Office. No part of said indebtedness has been paid. The title to said land stands in the said Sarah E. Parkers former name of Sarah E. West. The defendant Richard Turner claims some a Mechanics Lien in said premises and the plaintiffs ask that he be compelled to set up the same or be forever cut off. Plaintiffs therefore ask judgment against said Sarah E. Parker in said sum of \$10<sup>00</sup> with interest from June 28, 1886 and that in default of payment thereof said premises be sold and the proceeds applied to the payment of said debt and for such other relief as is just.

P. B. Cole & Son, Plffs Attys

State of Ohio,

Union County, ss. A.S. Chapman one of the plaintiffs being duly sworn says that the facts stated and allegations in the foregoing pleading are as he believes true. A.S. Chapman.

Given to and subscribed before me this 13<sup>th</sup> day of October 1887.

Cost 40

W. M. Wanger J. P.

Pracipe

Issue summons in above entitled case for defendants, returnable according to law. P. B. Cole & Son, Plffs Attys.

Afterward, on the 13<sup>th</sup> day of October, 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 Sarah E. Parker and Richard Turner  
 that they have been sued by Fleck and Chapman in the Court of Common  
 Pleas of Union County, and that unless they answer by the 12<sup>th</sup> day of Nov. A.D.  
 1887 the petition of said plaintiffs Fleck & Chapman 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 24<sup>th</sup> day of October A.D. 1887. Witness my hand  
 and the seal of said Court, this 13<sup>th</sup> day of October A.D. 1887.  
 John L. Burgner, Clerk.  
 By A. R. Burgner Deputy Clerk.

Summons  
 No. 5418

Seal

Endorsed: In action for Foreclosure of Mechanics Lien.  
 P. B. Cole & Son, Plaintiffs attys.

Said Writ returned and filed Oct. 24<sup>th</sup> 1887, endorsed as follows, viz:

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

Received this Writ Oct. 13. A.D., 1887, at 2 o'clock P.M.  
 and pursuant to its command, on the 17<sup>th</sup> day of Oct. A.D. 1887, I ser-  
 ved the same by handing a certified copy of the same with the en-  
 dorsments thereon to the within named defendants Sarah E. Parker  
 & Richard Turner. Service 45 Mileage 32 Copy 40 Total \$1.17  
 M. Hopkins, Sher.

Afterward, on the 15<sup>th</sup> day of Nov. A.D. 1887, the following answer was  
 filed with the Clerk of said Court, to wit:

Answer

John Fleck & A. S. Chapman, partners etc., Plffs, vs  
 Sarah E. Parker and Richard Turner, Defts.

First Cause of Action. There is due Richard Turner Defendant from  
 Sarah E. Parker defendant the sum of sixteen dollars & 3/4<sup>00</sup> which he  
 claims with interest from July 14<sup>th</sup> 1886, a copy of which with all cred-  
 its is hereto attached marked A. Second Cause of Action: The ac-  
 count in the first cause of action described accrued for labor and  
 materials furnished by said Richard Turner on said Sarah E. Par-  
 ker's order in erecting a certain addition to a dwelling house of said  
 Sarah E. Parker on certain premises of hers to wit: the lands described  
 in the petition of plaintiff, in June & July 1886. Said account accu-  
 ed July 14, 1886 and on the 8<sup>th</sup> of October 1886 said Richard Turner filed  
 with the Recorder of this County under the statute providing for obtain-  
 ing Mechanics liens an affidavit containing an itemized account of  
 the amount and value of such materials with all credits and offsets  
 which said lien is recorded in lien book 3 page 18 of said Recorder's Office

No part of said indebtedness has been paid. The title to said lands  
 stands in the Sarah E. Parker's former name of Sarah E. West. Said  
 Richard Turner defendant asks judgment against said Sarah E.  
 Parker defendant in said sum of \$16<sup>32</sup> with interest from July 14,  
 1886 and in default of payment thereof said premises be sold and the pro-  
 ceeds applied to the payment of said debt & for such other relief &c as is just.

P. B. Cole & Son, Attys for P. Turner.

State of Ohio  
 Union County  
 & allegation

Seal

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Entry

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State of Ohio,  
Union County, ss. Richard Turner being sworn says the facts stated  
& allegations in his foregoing pleading are as he believes true.

Richard Turner.

Sworn to & subscribed before me this 14 day of November, 1887.

Deal

A. H. Kollefrath, Notary Public.

"a:"

Sarah E. Parker in acct. with Richard Turner		
To building addition to house June 1886.		\$18.00
June 17 <sup>th</sup> 1886	Or. by	
	Cash	\$5.00
July 10 <sup>th</sup>	"	5.00
	Total	\$10.00
July 14 <sup>th</sup> 1886	Lumber	6.64
Extra work on foundation of building		1.75
	Total	\$26.39
	Less amount	10.00
	Balance	\$16.39

Afterward, on the 15 day of Nov. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

John Fleck and A. S. Chapman partners  
as Fleck & Chapman, Plffs. vs Sarah E. Parker and Richard Turner. Dfts. 3  
Union Common Pleas.  
Judgment & Order of Sale.

Entry.

No. 5418

Sarah E. Parker and Richard Turner. Dfts. 3. This cause came on for hearing on the petition of plaintiffs, the answer and cross-petition of defendant Richard Turner and the evidence, the defendant Sarah E. Parker being in default for answer and demurrer, and was submitted to the Court: On consideration whereof, the Court find the allegations of the Plffs petition and said Richard Turners cross petition to answer to be true, and that said defendant Sarah E. Parker is indebted to the said plaintiffs in the sum of \$10<sup>00</sup>/<sub>100</sub>. And to the said Richard Turner in the sum of \$17.<sup>00</sup> on account of the materials furnished and labor performed as by them respectively set forth in their said pleadings and that the same is in each case a first lien on the premises described in the petition, by reason of the mechanics lien described in the said petition and recorded in book 3 p. 19-20 of the County records of liens. and by reason of the mechanics lien described in the said Answer and cross-petition of defendant Richard Turner and recorded in Book 3 p. 18 of the County records of liens. And that said plaintiffs and Richard Turner defendant are entitled to have their said liens enforced. It is therefore considered that the plaintiffs John Fleck & A. S. Chapman recover from the defendant Sarah E. Parker the said sum of Ten<sup>00</sup>/<sub>100</sub> dollars together with their costs herein expended. And that the defendant Richard Turner recover of the defendant Sarah E. Parker the said sum of Seventeen & <sup>00</sup>/<sub>100</sub> dollars, together with his costs herein expended. And that unless the said judgments are paid within 3 days from the entry hereof that an order may issue to the sheriff of Union County, Ohio, commanding him to sell said premises as upon

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execution and of his proceedings in the premises make due return to this Court.

Attest. John I. Burquer, Clerk.  
By Nellie Roney, Deputy.

Read before the Hon. John A. Rice, Judge of the Court of Common Pleas, held 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 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 12<sup>th</sup> day of June, A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:

Weidman Kent and Co. Plaintiff.

In Union County, Court of Common Pleas.

Petition

vs

Velasco J. Case and C. W. Smith & Co. Defendants.

No. 45-44

The plaintiffs say it is a partnership firm doing business in Ohio under and in the firm name of Weidman Kent and Co. That on the 25<sup>th</sup> day of December 1883 the said Velasco J. Case executed and delivered to said C. W. Smith & Co. his promissory note of that date and thereby promised to pay said C. W. Smith & Co. or order the sum of sixty three and  $\frac{4}{100}$  Dollars with 8% of interest from date and due and payable four months after date, which note afterwards and before the same was due was by said C. W. Smith & Co. for a full and valuable consideration sold indorsed and delivered to the plaintiffs and the plaintiffs now own and hold the same no part thereof having been paid. There is now justly due to the plaintiff from said Velasco J. Case as maker and C. W. Smith & Co. as indorsers the sum of sixty three and  $\frac{4}{100}$  Dollars with interest from Dec. 25, 1883 at 8% a copy of which note is hereto attached and marked "A".

Second Cause of Action. On the 22<sup>d</sup> day of June 1883, the said C. W. Smith and Co. were doing business in said county as Merchants and being desirous of having credit with the plaintiff (the plaintiff being a Wholesale Merchant at Cleveland Ohio) the said Velasco J. Case in order to obtain credit for said C. W. Smith & Co. agreed in writing with the plaintiff that that he the said Velasco J. Case would be responsible to said plaintiff for any goods or merchandise said C. W. Smith and Co. should buy of the plaintiff not exceeding in amount three hundred dollars. The following is a true copy of said writing.

Broadway C June 22<sup>d</sup> 1883.

For a valuable consideration to me paid and in consideration that C. W. Smith & Co. are buying goods of Weidman Kent & Co. of Cleveland O. I hereby agree to become responsible to said Weidman Kent & Co. and will see them paid for any amount said C. W. Smith & Co. may owe them not exceeding the sum of three hundred dollars.

Witness, J. W. Elliott.

Signed Velasco J. Case.

The plaintiffs say that after the execution of said writing and upon the faith and credit of the same they sold and delivered to said C. W. Smith & Co. goods and merchandise to the amount and value of Three

Receipt

No. 4544

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three hundred and twenty two and  $\frac{78}{100}$  Dollars, no part of which has been paid. On the 10 day of May 1884 the said C. W. Smith & Co. being indebted to the said plaintiff for said goods sold and delivered as aforesaid executed and delivered to the plaintiff their promissory note of that date and thereby promised to pay said plaintiff or bearer the said sum of Three hundred and twenty two and  $\frac{78}{100}$  Dollars on the first day of June thereafter with 8% from date no part of which has been paid. There is also due to the plaintiff from said C. W. Smith and Co. for said goods sold and delivered as shown by said promissory note the sum of Three hundred and twenty two and  $\frac{78}{100}$  dollars with 8% interest from May 10 1884. and for the payment of three hundred dollars of which the said Velasco J. Case is bound upon said writing - a copy of which last named note is hereto attached marked "B". The plaintiff says that the said C. W. Smith and Co. are a firm doing business in Ohio under the firm name of C. W. Smith and Co. Wherefore the said plaintiff pray that they may have judgment against said Velasco J. Case as maker and the said C. W. Smith and Co. as indorser upon the first named promissory note in the sum of sixty three and  $\frac{46}{100}$  Dollars with interest from Dec. 25, 1883, at 8% and that the plaintiff may have judgment against said C. W. Smith & Co. upon the second cause of action herein stated in the sum of Three hundred and twenty two and  $\frac{78}{100}$  Dollars with 8% interest from May 10, 1884. and judgment against said Velasco J. Case, as surety and guaranter upon three hundred dollars of said sum with interest and for all proper relief. Cameron and Woodburn, Attorneys for Plaintiff.

State of Ohio,  
Union County, ss. J. S. Cameron being sworn says he is one of the attorneys for the plaintiff in this case duly authorized that the said plaintiff is a non-resident of said County of Union and is a partnership firm, and that the facts stated and allegations made in the foregoing Petition are true as the affiant believes.

J. S. Cameron  
Sworn to before me and signed in my presence this 12<sup>th</sup> day of June 1884. Notary Fees 25 cts. Frank A. Hamilton, Notary Public.

Copy of note "A":  
\$63.<sup>46</sup> Dec. 25, 1883. Four months after date I promise to pay to the order of C. W. Smith Sixty three  $\frac{46}{100}$  Dollars at 8% interest from date. Value received V. J. Case.  
Indorsed "C. W. Smith & Co." Copy of note "B":

Broadway, O. May 10, 1884. On the first day of June 1884 I or we either of us promise to pay to Weideman Kent & Co. or bearer Three hundred and twenty two and  $\frac{78}{100}$  Dollars with 8 per. cent. after due payable annually until paid. 6 before due. C. W. Smith & Co.

Receipt: Clerk: issue Summons to Sheriff of Union Co. Indorse. Amount claims Judgt. for \$64  $\frac{46}{100}$  with 8% from Dec. 25, 1883 and for \$322.  $\frac{98}{100}$  with interest from May 10, 1884. Cameron & Woodburn, Attys for Plff.

No. 4544 Afterward on the 13<sup>th</sup> day of June, 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 Union. Greeting:  
 Union County, ss. } We command you to notify B. W. Smith & Co. and  
 No 4544 Velasco J. Base that they have been sued by Weidman Kent & Co. in the  
 Court of Common Pleas of Union County, and that unless they answer  
 by the 22<sup>nd</sup> day of July A. D. 1884, 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 23<sup>rd</sup> day of June, A. D. 1884. Wit-  
 ness my hand and the seal of said Court, this 13<sup>th</sup> day of June,  
 A. D. 1884. J. L. Burgier, Clerk.

Endorsed: Amount claimed \$64.<sup>46</sup> with 8% from Dec. 25<sup>th</sup> 1883 and for \$322.<sup>95</sup> with int. from May 10<sup>th</sup> 1883.  
 Cameron & Woodburn, Plffs Attys.

Said Writ returned and filed June 23, A. D. 1884, endorsed as fol-  
 lows, viz:

*Sherriff's Return* The State of Ohio. } Sherriff's Return.  
 Union County, ss. } Received this Writ June the 13<sup>th</sup> A. D. 1884, at 7  
 o'clock P. M., and pursuant to its command, on the 17<sup>th</sup> day of June A. D.  
 1884, I served the same by delivering to the within B. W. Smith and by  
 leaving at the usual place of residence of the within named Velasco Base  
 a true copy of this writ with endorsement thereon. Service 45 - Mileage  
 2.00 Cop. 40 Total 2.85 John Hobensack Sherriff U. Co. O.

Afterward, on the 8<sup>th</sup> day of July A. D. 1884, the following Demurrer  
 was filed with the Clerk of said Court, to-wit:

*Demurrer* Weidman, Kent & Co. Plaintiffs. } Court of Common Pleas.  
 Against } Union County, Ohio.  
 Velasco J. Base and B. W. Smith & Co. Defendants. } Demurrer.

The defendant, Velasco J. Base, demurs to the second cause of action  
 set forth in plaintiffs petition, and for ground of demurrer, says  
 that said cause of action does not state facts sufficient to constitute a  
 cause of action against said defendant.

Porter & Porter, Attorneys for V. J. Base.

Afterward, on the 16<sup>th</sup> day of Mar. A. D. 1885 the following Entry was  
 made on the Journal by the Clerk of said Court, to-wit:

*Entry* Weidman Kent & Co. vs No. 4544  
 B. W. Smith & Co. This day this cause came on to be heard upon  
 the second cause of action in plaintiff petition, and the Court being  
 fully advised in the premises do sustain said demurrer, to which trial  
 being and decision the plaintiffs excepted. And leave is granted plain-  
 tiff to amend his petition in 30 days from the rising of Court and cause  
 continued.

Afterward, on the 2<sup>nd</sup> day of Jun. A. D. 1885, the following Entry was made  
 on the Journal by the Clerk of said Court, to-wit:  
 Weidman Kent & Co vs Velasco J. Base et al. No. 4544

*Entry* No. 4544  
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Entry  
No. 4544

This day came the parties by their attorneys and it appearing to the Court that the statements and allegations of the plaintiffs first cause of action are not put in issue by the pleadings and that there is no dispute as to the note in said first cause of action set up and the Court finds that there is due to the plaintiffs from said defendant Velasco J. Base upon said first cause of action the sum of Seventy & 75<sup>cs</sup> Dollars. It is therefore considered & adjudged by the Court that the said plaintiff recover of the defendant Velasco J. Base, the sum of Seventy & 75<sup>cs</sup> Dollars so found due upon said first cause of action. and that as to said second cause of action this cause is continued with leave to the plaintiff to amend his petition as to said second cause of action by July 1<sup>st</sup> 1885.

Afterward, on the 9<sup>th</sup> day of Janry, A.D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

Widaman Kent & Co. vs B.W. Smith & Co. et als  
No. 4544  
The Court having at a former term rendered judgment against V.J. Base on the plaintiffs first cause of action and sustained the general demurrer of said V.J. Base to the plaintiffs second cause of action and plaintiff not desiring to plead further as to said V.J. Base this action is dismissed as to him.

Attest. John L. Burquer, Clerk.  
By Nellie Roney, Deputy.

Petition  
No. 5030

Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Mansville, within and for the County of Union, of the Third Subdivision of the Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven.

Heretofore, to-wit: on the 5<sup>th</sup> day of Feb. A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

O.E. Lincoln & Co. Plaintiff  
against  
Edward P. Houghton as Administrator of the  
estate of J. B. Pollett, deceased, Edward P. Houghton  
and Michel O'Brien, Defendants.

In the Court of  
Common Pleas of  
Union County, Ohio.  
No. 5030  
Petition.

The plaintiff says: That it is a partnership formed for the purpose of doing business in said State of Ohio, and unincorporated. That the said defendants are indebted to the said plaintiff in the sum of one thousand, three hundred and four and 67<sup>cs</sup> Dollars with interest thereon at six per cent. from July 29<sup>th</sup> 1885 on a certain promissory note of which the following is a copy, with all indorsements thereon:

\$2000.  
Twenty months after date we or either promise to pay to the order of O.E. Lincoln & Co. Two thousand dollars at six per cent interest from date. Value received.  
J. B. Pollett, Edward P. Houghton  
Michel O'Brien  
Indorsed: Received on the within one thousand dollars, July 29<sup>th</sup>

1885. Plaintiff asks judgment against said defendants for said sum of One thousand, three hundred and four and 67/100 dollars with six per cent. from July 29<sup>th</sup> 1885. Brodrick & Mc. Campbell, Attorneys for Plaintiff

The State of Ohio, County of Union, ss. John M. Brodrick being sworn makes oath, that he is one of the attorneys for said plaintiff duly authorized, in the premises, that this action 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 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 6<sup>th</sup> day of February A.D. 1886.

Y. L. Burger, Clerk.

Process. Clerk: Issue summonses to sheriff of Union County, Ohio, for the within named defendants Edward P. Houghton and Michel C. Brien returnable according to law. Indorse: Money only, Amount claimed \$1,304. 67/100 of int. from July 29<sup>th</sup> 1885. Brodrick & Mc. Campbell, Attorneys for Plaintiff.

Waiver. I hereby waive the issuing & service of summons on me in above case and enter my appearance therein. Edward P. Houghton Feb. 6<sup>th</sup> 1886.

Afterward, on the 6<sup>th</sup> day of Feb. 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 Michel C. Brien that he et al. have been sued by O. E. Lincoln & Co. in the Court of Common Pleas of Union County, and that unless he answers by the 6<sup>th</sup> day of March A. D. 1886 the petition of said O. E. Lincoln & Co. against him filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 15<sup>th</sup> day of February A. D. 1886. Witness my hand and the Seal of said Court, this 6<sup>th</sup> day of Feb. A. D. 1886 at Mansville, O.

Clerk

J. L. Burger, Clerk.

Endorsed: Amount claimed, \$1,304. 67/100 and interest as follows at 6 per cent: on \$1,304 67/100 from July 29<sup>th</sup> 1885.

Brodrick & Mc. Campbell, Pff's Atty's.

Sheriff's Return.

The State of Ohio,

Union County, ss. Received this writ Feb. 6<sup>th</sup> A. D. 1886 at 4 o'clock P. M. and pursuant to its command, on the 15<sup>th</sup> day of Feb. A. D. 1886, I served the same by handing a true copy of this summons with the endorsements thereon to the defendant Michel C. Brien. Service 30 Mileage 20 Copy 20 Total 1,30

M. Hopkins, Sher. by A. H. Woodman, C. S. J.

Afterward, on the 6<sup>th</sup> day of Mar. A. D. 1886, the following Entry was made on the Journal by the clerk of said Court, to-wit:

D. E. Lincoln vs E. P. Houghton No. 5030  
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*Contingency*  
 D. E. Lincoln & Co. vs E. P. Houghton, Adm'r et al.  
 No. 3030  
 This day this cause came on for hearing on motion of the defendant to require the plaintiff to secure the costs herein and the same was submitted to the Court. On consideration whereof the Court do sustain said motion. Whereupon the costs were secured this day by indorsement on the petition of said plaintiff signed by Thomas Stillings which indorsement and security was approved by the Clerk of this Court.

*Demurrer*  
 Afterward, on the 17 day of May, A.D. 1886, the following Demurrer was filed with the Clerk of said Court to-wit:  
 D. E. Lincoln & Co. Plaintiff. In the Court of Common Pleas of Union County, Ohio. No. 3030  
 Against E. P. Houghton et al. Defendants. Demurrer.  
 And now comes the said plaintiff and demurs to the first defense in the Answer of said defendant Michael O'Brien herein filed, and for ground thereof says: That said first defense in said answer does not state facts sufficient to constitute a defense to plaintiff's petition.

*Answer*  
 Afterward, on the 17 day of March, A.D. 1886, the following Answer was filed with the Clerk of said Court to-wit:  
 D. E. Lincoln & Co. Plff. To the Court of Common Pleas of Union County, Ohio.  
 Edward P. Houghton et als. Defendant. Answer:

The defendant Michael O'Brien now comes and for his separate answer to the plaintiff's petition says: First Defense: That the plaintiff is a partnership such as is mentioned in the Act of the General Assembly of the State of Ohio passed April 10<sup>th</sup> 1884 entitled an Act Requiring individual and partnership traders to record their names. That said partnership was formed prior to the passage of said Act. That said firm has never complied with the provisions of said act in regard to recording the name of said firm or of the individuals comprising the same, said firm ever since its organization has been doing business in said County of Union and it has never filed any statement whatever with the recorder of said County as provided by said Act. Whereupon this defendant avers that said failure on the part of said plaintiff to comply with the provisions of said Act is a legal defense to plaintiff alleged cause of action. And this defendant denies the right of said plaintiff to bring or prosecute this action without previously having complied with the provisions of said act. For a Second Defense this defendant denies that he ever executed or delivered the note in the petition described and denies that he is in any manner indebted to plaintiff thereon. Wherefore this defendant asks that he may go hence and recover his costs therein expended.

Cameron and Woodburn, Attys for Michael O'Brien, Def't.  
 State of Ohio,  
 Union County ss. Michael O'Brien defendant being first duly sworn deposes and says that the facts stated and the allegations made in

his foregoing answer are true as he believes. Michael x O'Brien.  
Sworn to before me and signed in my presence this 6<sup>th</sup> day of  
March 1885 [Seal] J. L. Burgner Clerk.

Afterward, on the 25<sup>th</sup> day of Mar. A. D. 1886, the following Entry was  
made on the Journal by the Clerk of said Court, to-wit:

Entry. O. E. Lincoln & Co. vs E. P. Houghton, Admr &c. et al. No. 5030  
This day this cause came on for hear-  
ing on the demurrer of the plaintiff to the first defense set forth in  
the answer of said defendant Michael O'Brien and the same was argu-  
ed by counsel and submitted to the Court. On consideration whereof  
the Court do sustain said demurrer. To which ruling of the Court the  
said defendant by his attorneys then and there excepted. Thereupon  
on application by said defendant leave was granted him to file an  
amended answer herein by April 1<sup>st</sup> 1886.

Afterward, on the 31<sup>st</sup> day of May, A. D. 1886, the following Entry was  
made on the Journal by the Clerk of said Court, to-wit:

Entry. O. E. Lincoln & Co. vs Edward P. Houghton Admr &c. et al. May Term, 1886. No. 5030  
Judgment on Default.  
And now comes the said O. E. Lincoln & Co. and the said Edward P.  
Houghton having failed to demur or answer to the petition of the said  
plaintiff the same is therefore taken to be true; and it is considered that  
the said plaintiff ought to recover the said sum of \$1355.<sup>00</sup> so demand-  
ed in its petition, together with eight per cent interest thereon from  
June 1<sup>st</sup> 1886 as prayed for in said petition; it is therefore considered that  
the said plaintiff recover against the said defendant Edward P.  
Houghton the said sum of \$1355.<sup>00</sup> with 8 of int. from June 1<sup>st</sup> 886. to-  
gether with its costs in and about its suit expended, taxed at 7

Afterward, on the 1<sup>st</sup> day of June, A. D. 1886, the following Entry was  
made on the Journal by the Clerk of said Court, to-wit:

Entry. O. E. Lincoln & Co. Plaintiff vs E. P. Houghton Admr et al. Defendants  
This day came the parties by their  
attorneys and this cause came on  
to be tried; and thereupon came a jury, to-wit: John Wiley, Nelson Keller,  
W. P. Anderson, J. W. Bahill, J. E. McConnick, Levi Longbrake, A. J. Curry, Wm  
Porte, C. H. Fox, Jas. M. M. Elroy, John L. Spain, Scott Rice, who being  
duly empanelled and sworn to well and truly try the issue, joined be-  
tween the parties in this cause, and a true verdict render according to the evi-  
dence, 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, May Term, June 1<sup>st</sup> 1886.

O. E. Lincoln vs Ed. P. Houghton  
No. 5030 - Plaintiff

Motion. O. E. Lincoln vs E. P. Houghton  
here to set aside cause so evidence taken to be the trial erred in up by evidence ed to at by the pl excepted 8<sup>th</sup> dis- ial evide red and moves fo

Entry. O. E. Lincoln vs E. P. Houghton  
hearing trial the to the ty tion. I the said the said tofore in the 1<sup>st</sup> d taxed to judge O'Brien  
was issued

*Verdict.*  
 O. E. Lincoln & Co., Plaintiffs.  
 vs  
 Ed. P. Houghton Adm'r, &c et al., Defendants.  
 No. 5030. -  
 civil action. Verdict for Plaintiff.  
 We, the jury, being duly impaneled and sworn, find that the issue in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff, from the Defendant Michael O'Brien at the sum of \$1355.<sup>00</sup>  
 Levi Longbrake, Foreman.

*Motion.*  
 Afterward, on the 2<sup>d</sup> day of June A.D. 1886, the following Motion was filed with the Clerk of said Court, to-wit:  
 O. E. Lincoln & Co. vs E. P. Houghton et als.  
 In Union County, Court of Common Pleas.  
 Motion for New Trial.  
 The defendant Michael O'Brien moves the Court here to set aside the verdict of the jury and grant a new trial and for cause says: 1<sup>st</sup> The verdict of the jury is not sustained by sufficient evidence and is contrary to law. 2<sup>nd</sup> Said verdict is against and contrary to the weight of the evidence. 3<sup>rd</sup> There was error of law occurring at the trial and excepted to by said O'Brien at the time. 4<sup>th</sup> The Court erred in sustaining the plaintiffs demurrer to the first cause of defense set up by said O'Brien in his answer. 5. The Court erred in ruling out evidence offered by said O'Brien at the trial and which was excepted to at the time. 6<sup>th</sup> The Court erred in admitting evidence offered by the plaintiffs against the objection of the said O'Brien and which was excepted to at the time. 7<sup>th</sup> The Court erred in its charge to the jury. 8<sup>th</sup> Since the trial the said O'Brien has discovered new and material evidence which he could not with reasonable diligence have discovered and produced at the trial. Wherefore the said Michael O'Brien moves for that the verdict be set aside and new trial granted.  
 Cameron & Woodburn, Attys for Michael O'Brien.

*Entry.*  
 Afterward, on the 19<sup>th</sup> day of July A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
 O. E. Lincoln & Co. vs E. P. Houghton Adm'r &c et al.  
 No. 5030  
 Entry.  
 This day this cause came on for hearing on the motion of the defendant Michael O'Brien for a new trial herein, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do overrule said motion. It is therefore considered and adjudged by the Court that the said plaintiff do recover of the said defendant Michael O'Brien the said sum of \$1355.<sup>00</sup> so found due from him by the jury herebefore impaneled herein with eight per cent interest thereon from the 1<sup>st</sup> day of June A.D. 1886, together with its costs herein expended taxed to \$1 and execution is awarded therefor. To all of which orders, judgments and rulings of the Court the said defendant Michael O'Brien by his attorneys then and there excepts.

Afterward, on the 2<sup>d</sup> day of May, A.D. 1887, the following Execution was issued by the Clerk of said Court, to-wit:  
 The State of Ohio, Union County, 38.

Execution.

To the Sheriff of said County Greeting:  
 You are hereby commanded, to cause to be levied of the goods and chattels, and for want thereof, then of the lands and tenements in your County of Ed. P. Houghton and Michael O'Brien, the sum of Thirteen hundred and fifty five <sup>700</sup> Dollars, and Thirty two and <sup>25</sup>/<sub>100</sub> 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. 1887 O. E. Lincoln & Co. recovered against the said Ed. P. Houghton and Michael O'Brien with interest thereon at 8 per centum, from the 1<sup>st</sup> day of June 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 O. E. Lincoln & Co. And have you then and there this Writ, with your doings under the same duly endorsed thereon. Witness, my hand and the seal of said Court, at Marysville this 2<sup>nd</sup> day of May A.D. 1887.

{Seal}

J. L. Burgner, Clerk.

Said Writ returned and filed July 1 A.D. 1887, endorsed as follows, to-wit:  
 The State of Ohio,

Sherriff's Union County, ss.  
 Return.  
 No. 5-030

Received this Writ May 2; A.D. 1887, at 2 o'clock P.M. and pursuant to its command on the 4<sup>th</sup> day of May, 1887, for want of goods and chattels I levied the same on the following described real estate of the within named Michael O'Brien, situate in the Township of Paris County of Union and State of Ohio, bounded and described as follows, Part of Virginia Military Survey No. 5728 Beginning at a stone in the west line of the Survey in the center of the Marysville and North Lewisburg gravel road: Thence N. 35° 30' W. 183 <sup>4</sup>/<sub>10</sub> poles to an ash and stone and N. 35 <sup>1</sup>/<sub>2</sub>° W. 19 <sup>7</sup>/<sub>10</sub> poles to a stone in the West line of said survey: Thence N. 81° E. 33 poles to a stake witness a hickory S. 62° E. 9 links: Thence S. 36 E. 19 <sup>3</sup>/<sub>2</sub> poles to a stake in the center of said road, witness a red oak N. 7 <sup>1</sup>/<sub>2</sub>° E. 2 <sup>32</sup>/<sub>100</sub> poles: Thence S. 62 <sup>1</sup>/<sub>2</sub> W. 31 poles to the beginning containing 37 <sup>30</sup>/<sub>100</sub> acres, more or less excepting therefrom 25 acres off of the north side of the above described tract assigned to Michael O'Brien as a homestead.

And thereupon I summoned J. L. Moore, P. W. Court and J. A. Henderson 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 4<sup>th</sup> day of May A.D. 1887 said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at thirty five Dollars 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 14<sup>th</sup> day of May 1887, 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<sup>th</sup> day of June A.D. 1887, at 1 1/2 o'clock, P.M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did, on said 18<sup>th</sup>

Proof of Publication

No. 5030

Entry.

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day of June 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 Robert Henderson who bid for the same the sum of Twenty four and  $\frac{10}{100}$  Dollars pr. acre; and said sum being more than two thirds of the appraised value thereof, and said Robert Henderson being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Twenty four and  $\frac{10}{100}$  Dollars pr. acre. not being able to find any further goods or chattels, lands or tenements of the within Michael O'Brien, this writ is hereby returned this 1<sup>st</sup> day of July 1887.

Service 30 Levy 50 Summoning & Swearing Appraisers 1.20 Conveying Appraisers 2.00 Mileage .64 Poundage 5.41 Total \$10.55 - Appraisers Fees 3.00 Printers Fees \$13.50 M. Hopkins, Sheriff.

Afterward, on the 11<sup>th</sup> day of July, A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

O. C. Lincoln & Co. vs Court Common Pleas, Union County, O.  
[Ex. Doc. S, Page 5151.]

E. P. Houghton et al. vs On Execution

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, June 18<sup>th</sup>, 1887, at or about the hour of one o'clock P. M. of said day the following described real estate, to-wit: Situate in the Township of Paris, County of Union and State of Ohio, Part of Virginia Military Survey, No. 5728. Beginning at a stone in the center of the crossing of the Marysville and North Lewisburg Gravel road, and the road located on the line between the townships of Paris and Allen, and in the west line of said Survey; thence with said Survey line and the center of said last mentioned road, north  $35^{\circ}50'$  west  $82^{\frac{15}{100}}$  poles to a stake; thence north  $81^{\circ}$  west 33 poles to a stake; thence south  $36^{\circ}$  east  $72^{\frac{75}{100}}$  poles to the center of said Gravel road; thence with the center of said Gravel road, south  $62^{\frac{1}{2}}$  west 31 poles to the place of beginning, containing fifteen acres, more or less. Appraised at \$35.00 per acre, Terms of sale - Cash.

Marion Hopkins, Sheriff of Union County, O.

Proof of Publication of Brodrick & Mc Campbell, Attorneys. May 18, 1887 p. 13.50

The State of Ohio vs Union County, ss. The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks, in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with May 18, 1887.

W. O. Shearer.

Sworn to and subscribed before me, this 11 day of July 1887.  
J. L. Burgner, Clerk.

Entry made on the Journal by the Clerk of said Court, to-wit: O. C. Lincoln & Co. vs E. P. Houghton et al.

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This day this cause came on to be heard on the return of the sheriff of the writ of execution, issued herein against the defendant Michael O'Brien, with his report of his proceedings and sale of lands and tenements under said writ. And the Court, having carefully examined the said proceedings, being satisfied that the said sale has in all respects been made in conformity to the provisions of the statute in such cases made and provided, finds the same to be legal, and does, therefore, approve and confirm the same. It is further ordered that the sheriff make to the purchaser Robert M. Henderson, a deed in fee simple for the lands and tenements so sold to-wit: Situate in the Township of Paris, County of Union, and State of Ohio. Part of Virginia Military Survey No. 5728. Beginning at a stone in the center of the crossing of the Mariusville and North Lewisburg Gravel Road, and the road located on the line between the Townships of Allen and Paris and in the west line of said Survey, thence with said Survey line and the center of said last mentioned road N. 35° 50' W. 82<sup>1</sup>/<sub>2</sub> poles to a stake. Thence N. 81° W. 33 poles to a stake. Thence S. 36° E. 72<sup>1</sup>/<sub>2</sub> poles to the center of said gravel road. Thence with the center of said Gravel road S. 62<sup>1</sup>/<sub>2</sub>° W. 31 poles to the place of beginning, containing Tiltum acres, more or less. And the said purchase is hereby subrogated to all the rights of said plaintiff, so far as its judgment is satisfied 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 the distribution of the purchase money in the hands of the Sheriff, amounting to \$361.<sup>00</sup> orders that he pay, 1<sup>st</sup> To the Treasurer of said County, the taxes due on said premises \$7.<sup>12</sup> 2<sup>nd</sup> To the Clerk of this Court the costs herein taxed to \$ and 3<sup>rd</sup> To the said Plaintiff the residue of said money amounting to \$ to be applied as a credit on its said judgment.

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 Mariusville, within and for the County of Union, of the Third Sub-division of the South Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Hereofors, to-wit, on the 24<sup>th</sup> day of Sep. A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Aaron B. Robinson Plaintiff. } Court of Common Pleas of  
vs } Union County, Ohio.  
Clairinda A. Alexander }  
& J. Smith Alexander } Defendants }  
Petition.

The Plaintiff says there is due him from the defendants Smith Alexander & Clairinda A. Alexander the sum of Four hundred & fifteen & <sup>10</sup>/<sub>100</sub> dollars with interest at eight per cent payable annually from June 19, 1887, on a certain promissory note of Defendants dated July 24 1877 a copy of which with the endorsements thereon is hereto attached. Therefore plaintiff asks judgment against defendants for

Petition.

No. 5392

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Four Hundred & thirteen & <sup>68</sup>/<sub>100</sub> dollars with eight per cent interest from June 19, 1877 interest payable annually. 2. Cause of Action. The said Plaintiff further says that on the 24<sup>th</sup> day of February, 1877 said Defendants executed & delivered to plaintiff their mortgage deed & thereby conveyed to said Plaintiff certain Real Estate described as follows. Situated in the County of Union & State of Ohio & being all of the lot number 775 Twenty seven of the village of Marysville of said County. The said mortgage was left for Record Feb'y 24 1877 with the Recorder of said County & was duly recorded March 1 1877. That said Mortgage was made to secure the payment of two notes of even date therewith due in one & two years for four hundred dollars each with interest at eight per cent payable annually - that one of said notes was paid in full & fifty dollars paid on the interest & two hundred & fifteen & <sup>68</sup>/<sub>100</sub> dollars paid on the other June 19, 1880 & there is yet due plaintiff and unpaid on the last mentioned note the sum of four hundred & thirteen & <sup>68</sup>/<sub>100</sub> dollars although the time when the same became due has long since elapsed & the condition of said mortgage has been broken & by the terms thereof the same has become complete. Therefore Plaintiff asks an order of Court that said property be sold & that the proceeds thereof be applied to the payment of Plaintiff's claim & for such other & further relief as is right & proper. U.S. Mortgage claims an interest in said Real Estate & plaintiff asks that he may be made a party hereto & be required to set up his claim. A.B. Robinson, Atty in his own behalf.

A.B. Robinson being duly sworn says the statements of the foregoing Petition are true as he believes. A.B. Robinson.

Sworn to before me & subscribed in my presence this 24 day of September 1887. Deaf! John L. Burger, Clerk.

Copy of Note & Endorsements. Feb'y. 24-1877.

\$ 400  
Twenty four months after date we promise to pay to the order of A.B. Robinson Four Hundred dollars with eight per cent interest from date payable annually - Payable at Marysville Ohio. Value received. J. Smith Alexander, Claurinda A. Alexander.

Endorsed: Paid by Henry note Fifty dollars. Paid on this note Paid by Mortgage check Two Hundred & fifteen & <sup>68</sup>/<sub>100</sub> dollars June 19 1880.

Araron B. Robinson Plaintiff. Court of Common Pleas Union Co. Ohio.

J. Smith Alexander, Claurinda A. Alexander, + }  
U.S. Mortgage, Defendants. } The Clerk will issue  
summons in this case & endorse - "Civil action for money only, amount claimed \$413 <sup>68</sup>/<sub>100</sub> with interest at eight per cent from June 19, 1887. payable annually." A.B. Robinson, Atty in his own behalf.

afterward, on the 24<sup>th</sup> day of September, A.D. 1887, 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 Union, Preeling;  
Union County, ss: } We command you to notify J. Smith Alexander, Claurinda A. Alex.

under and A. S. Morgridge, that they have been sued by Aaron B. Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 22<sup>nd</sup> day of October 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 3<sup>rd</sup> day of October A. D. 1887. Witness my hand and the seal of said Court, this 24<sup>th</sup> day of September, A. D. 1887.

Seal

John L. Burgner, Clerk.

Endorsed: In action for foreclosure of mortgage - amount claimed \$413.<sup>68</sup> with 8% of Int. from June 19, 1887, payable annually, A. B. Robinson his own Atty.

Said Writ returned and filed Oct. 3, A. D. 1887, endorsed as follows, to-wit:

Sherrill's Return No. 5392

The State of Ohio, } Received this Writ Sept. 24, A. D. 1887, at 2 o'clock, Union County, ss. } P. M. and pursuant to its command, on the 1<sup>st</sup> day of October A. D. 1887, I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendants. Service .60 Mileage 2.40 Copy .60 Total 3.60 W. Hopkins, Sher.

Afterward, on the 18<sup>th</sup> day of Oct. A. D. 1887, the following answer was filed with the Clerk of said Court, to-wit:

Answer

A. B. Robinson, Plaintiff, } In the Court of Common Pleas, } of Union County, Ohio, No. 5392 } Against } J. Smith Alexander et al. Defendants. Ans. & Cross Petition of A. S. Morgridge

And now comes the said defendant A. S. Morgridge and for answer, by way of cross-petition, to plaintiff's said petition says: That on the 19<sup>th</sup> day of June A. D. 1880 the said defendants Clarinda A. Alexander and J. Smith Alexander made and delivered to this defendant their promissory note, of which the following is a copy:

\$1000.<sup>00</sup> } Marysville, O. June 19<sup>th</sup>, 1880. } Two years after date we promise to pay to the order of A. S. Morgridge, One Thousand Dollars, Value received with interest at 8% per annum, payable annually, until paid. Clarinda A. Alexander, J. Smith Alexander

Indorsed: "June 19<sup>th</sup> 1883. Received the interest in full for one year \$80.<sup>00</sup>" "September 6<sup>th</sup> 1884. Paid on the within Eighty dollars to apply on interest." "September 13<sup>th</sup> 1884. Received the interest for one year \$80.<sup>00</sup>" "January 20<sup>th</sup> 1886. Paid eighty dollars to apply on interest." There are no other or further indorsements on said note. There is due and remaining unpaid on said note from said defendants Clarinda A. Alexander and J. Smith Alexander to this defendant the sum of One thousand dollars, with interest thereon at the rate of eight per cent. per annum, payable annually from June 19<sup>th</sup>, 1886. On said 19<sup>th</sup> day of June A. D. 1880 the said defendants Clarinda A. Alexander and J. Smith Alexander, to secure the payment of said promissory note, executed and delivered to this defendant their mortgage deed and thereby conveyed to said defendant the following premises: Situate in the Village of Marysville, County of Mar-

Receipts No. 5392

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ion and Village. If the said or cause to the interest by became free and if was duly the same of Union A. B. Robinson hereby waived in this defend the said a authorize said 19<sup>th</sup> Recorder of the margin Mortgages This said The so against s for said s rate of eight mortgage ceeds thereo er and fe The Stat County of that, he is Morgridge County, Cross-Pe Sworn in any be Seal the defen No. 5392 -wonderable for Judge payable the was issue The State Union Co -ander an

ion and State of Ohio, Being all of Lot number Seventy seven (77) in said Village. The condition contained in said mortgage was, in substance, that if the said Clarinda A. Alexander and J. Smith Alexander, should pay or cause to be paid to this defendant the promissory note above set forth, with the interest thereon according to the tenor thereof, when the same respectively became due, then said mortgage to be void, otherwise to remain in full force and effect. On said 19<sup>th</sup> day of June 1880 at 3 o'clock P. M. and mortgage was duly filed with the Recorder of said Union County, Ohio, for record, and the same was recorded in Volume 16 page 228 of the Records of Mortgages of Union County, Ohio. On said date to-wit: June 19<sup>th</sup> 1880 the said plaintiff A. B. Robinson made and delivered to this defendant a paper writing whereby the said plaintiff agreed that for value received to him he waived his first lien on said premises above described, and agreed that this defendant's mortgage herein set forth should have preference to the said mortgage of said plaintiff, set forth in said petition, and authorized the Recorder to enter the same of Record in his office. On said 19<sup>th</sup> day of June A. D. 1880 said paper writing was filed with the Recorder of Union County, Ohio, and the same was duly recorded on the margin of the Record in Volume 13 page 108 of the Records of Mortgages of Union County, Ohio. Said mortgage has become absolute. This said defendant has the first and best lien on said premises.

The said defendant A. S. Morgridge therefore prays judgment against said defendants Clarinda A. Alexander and J. Smith Alexander for said sum of One thousand Dollars, with interest thereon at the rate of eight per cent per annum from June 19<sup>th</sup> 1880. That his said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof applied to the payment of said indebtedness, and for all other and further relief in the premises.

Brodrick & Mc Campbell, Attorneys for A. S. Morgridge.

The State of Ohio,  
County of Union, ss. } John M. Brodrick, being sworn makes oath that he is one of the duly authorized attorneys for said defendant A. S. Morgridge. That said defendant is a non resident of said Union County, Ohio, and 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 18<sup>th</sup> day of October A. D. 1887.  
John L. Burgner, Clerk.

Seal  
Clerk: Issue summons to the Sheriff of Union County, Ohio, for the defendants Clarinda A. Alexander and J. Smith Alexander re: No. 5392 - favorable according to law. Indorse: action to foreclose mortgage and for judgment. Amount claimed: \$1000.00 & of from June 19<sup>th</sup> 1880, payable annually. Brodrick & Mc Campbell, Attorneys for A. S. Morgridge.

Afterward, on the 18<sup>th</sup> day of Oct. A. D. 1887, the following summons was issued by the clerk of said Court, to-wit:  
The State of Ohio, } To the Sheriff of the County of Union County, ss. } You are commanded to notify Clarinda A. Alexander and J. Smith Alexander that A. S. Morgridge has filed an

answer and cross-petition in the case of A.B. Robinson against J. Smith Alexander et al. in the Common Pleas Court of Union County, and that unless they answer by the 19<sup>th</sup> day of Nov. A.D. 1887 the cross-petition of the said A.S. Morgridge 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 31<sup>st</sup> day of October A.D. 1887. Witness my hand and seal of the said Court at Marysville, O. this 18<sup>th</sup> day of October A.D. 1887.

Seal

John L. Burgner, Clerk of the Common Pleas Court, Union County, Ohio.

Endorsed: Action to foreclose Mortgage and for judgment, Amount claimed \$1000. - w/8 of int. from June 19, 1886, payable annually. Brodrick & M. Campbell, Attor'ys.

Said Writ returned and filed Oct. 29<sup>th</sup> U. D. 1887, endorsed as follows, to wit:

Sheriff's Return No. 5392

The State of Ohio,

Union County, ss. Received this writ on the 18<sup>th</sup> day of October 1887 and pursuant to its command on 22<sup>nd</sup> day of October 1887, served the same by handing a certified copy of this writ with the endorsements thereon to the within named defendant Clarinda A. Alexander and by having a certified copy of the same at the usual place of residence of the within named defendant J. Smith Alexander. Sheriff's Fees: Service 45 Mileage 16 Copy 40 Total \$1.01 M. Hopkins, Sher.

afterwards, on the 25<sup>th</sup> day of Nov. A.D., 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry No. 5392

A. B. Robinson

No. 5392 Entry:

This day this cause came on for hearing on J. Smith Alexander et al. The answer and cross-petition of the defendant A.S. Morgridge, and the Court finding that the defendants J. Smith Alexander and Clarinda A. Alexander have been duly notified of the filing and pendency of said answer and cross-petition of said defendant A.S. Morgridge, by the issuing and service of a summons thereon, and said defendants still failing to answer or demur thereto, the Court find that the allegations therein contained are confessed by them to be true, and that there is due and remaining unpaid on the note therein set forth from said defendants J. Smith Alexander and Clarinda A. Alexander to said defendant A.S. Morgridge the sum of One Thousand, one hundred and ten dollars, with interest thereon at the rate of eight per cent, per annum, from the 24<sup>th</sup> day of October A.D. 1887. It is therefore, considered and adjudged by the Court that said defendant A.S. Morgridge do recover of the said defendants J. Smith Alexander and Clarinda A. Alexander said sum of Eleven hundred and Ten dollars with eight per cent interest thereon from the 24<sup>th</sup> day of October A.D. 1887, and his costs herein expended taxed to \$ and execution is awarded therefor. The Court further find that in order, to secure the payment of said note the said defendants J. Smith Alexander and Clarinda A. Alexander executed and delivered to said defendant A.S. Morgridge their mortgage deed as set forth in said answer and cross-petition and on the premises therein described and that said mortgage is the first and best lien on said premises. It is therefore considered ordered,

adjudged Clarinda A. or cause to defendant interest and claim premises of Union Court, and then find am Benton - dered. That transable

Sheriff's Return No. 5392

Union County

Received this writ on the 18<sup>th</sup> day of October 1887 and pursuant to its command on 22<sup>nd</sup> day of October 1887, served the same by handing a certified copy of this writ with the endorsements thereon to the within named defendant Clarinda A. Alexander and by having a certified copy of the same at the usual place of residence of the within named defendant J. Smith Alexander. Sheriff's Fees: Service 45 Mileage 16 Copy 40 Total \$1.01 M. Hopkins, Sher.

Sheriff's Return

The State of Ohio, Union County, ss. Received this writ on the 18<sup>th</sup> day of October 1887 and pursuant to its command on 22<sup>nd</sup> day of October 1887, served the same by handing a certified copy of this writ with the endorsements thereon to the within named defendant Clarinda A. Alexander and by having a certified copy of the same at the usual place of residence of the within named defendant J. Smith Alexander. Sheriff's Fees: Service 45 Mileage 16 Copy 40 Total \$1.01 M. Hopkins, Sher.

Witness

A. B. Robinson

adjudged and decreed that unless said defendants J. Smith Alexander and  
 Melinda A. Alexander, shall, within 3 days from the Entry of this decree, pay  
 or cause to be paid, to the Clerk of this Court the costs in this case, and to said  
 Plaintiff A.S. Morgridge the sum so found due him with eight per cent,  
 interest from October 24<sup>th</sup> 1887, the said defendants J. Smith Alexander  
 and Melinda A. Alexander's equity of redemption be foreclosed, and said  
 premises shall be sold, and an order of sale shall issue therefor to the sher-  
 iff of Marion County, Ohio directing him to sell said premises as upon execu-  
 tion, and bring the proceeds into Court for further order. The Court fur-  
 ther finding that Stephen Cranston, as Administrator of the estate of Hiram  
 Burton, decd. and P.B. Cole are necessary parties to this action, it is or-  
 dered that the Clerk issue summonses to said parties above named re-  
 turnable according to law.

Afterward, on the 26<sup>th</sup> day of Nov. A.D. 1887, the following summons  
 was issued by the Clerk of said Court, to-wit:

Summons  
 No. 5392  
 The State of Ohio }  
 Marion County. } To the Sheriff of the County of Marion  
 You are commanded to notify Stephen Cranston as Adminis-  
 trator of the estate of Hiram Burton Deceased, and P.B. Cole that  
 A.S. Morgridge has filed an answer and cross-petition in the case  
 of A.B. Robinson vs J. Smith Alexander et al. in the Common Pleas  
 Court of Marion County, and that unless they answer by the 24 day  
 of Dec. A.D. 1887 the cross-petition of the said A.S. Morgridge 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 5<sup>th</sup> day of December A.D. 1887.  
 Witness my hand and the seal of the said Court at Marysville,  
 Ohio, this 26<sup>th</sup> day of Nov. A.D. 1887.  
 Seal John L. Brugner, Clerk of the Common Pleas Court, Marion County,

Endorsed: Action to foreclose Mortgage and for judgment. Amount  
 claimed \$1000.<sup>00</sup> at 8% of int. from June 19, 1886. Payable annually.  
 Brodrick & Mc. Campbell, Attorneys.

Sheriff's  
 Return. Said Writ returned & filed Dec. 5<sup>th</sup> A.D. 1887, endorsed as follows, to-wit:  
 The State of Ohio } Sheriff's Return.  
 Marion Co. O. } Rec'd this writ on the 26<sup>th</sup> day of Nov. 1887 at 2 o'clock  
 P.M. and pursuant to its command on the 5<sup>th</sup> day of Dec. 1887 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 Steph-  
 en Cranston Adm'r. &c. & by handing a certified copy of the same  
 to the within named P.B. Cole. Sheriff's Fee, Service & Mileage  
 1.76 Copy 40 Total \$2.61 M. Hopkins, Sheriff.

Afterward, on the 6<sup>th</sup> day of December, A.D. 1887, the following Waiver  
 was filed with the Clerk of said Court, to-wit:

Waiver. A.B. Robinson }  
 vs } I hereby waive the issuing and service of  
 J. Smith Alexander et al. } summonses and enter my appearance in

The above case this 6<sup>th</sup> day of Dec. 1887. Laura Arnold.

Afterward, on the 6<sup>th</sup> day of Dec. A.D. 1887. The following Answer was filed with the Clerk of said Court, to-wit:

A. B. Robinson, Plff.

Answer.

J. Smith Alexander, Clarinda A. Alexander,  
vs  
A.S. Morgridge, Dfts.

No. 5392

Court of Com. Pleas.  
Union County Separate.  
Answer + Cross-petition of  
Stephen Cranston Admin of  
Phoebe A. Benton.

Now comes Stephen Cranston and says 1. on the day of he was duly appointed and qualified and letters of Administration granted him as Administrator of Phoebe A. Benton therefore deceased, by the Probate Court of Union County, Ohio. And he having been made a party Dft to this suit by order of this Court. He now comes and files this his Answer and Cross-petition in this case. And answering says (2) That on the 13 of March 1877 the said J. Smith Alexander and Clarinda A. Alexander made and delivered to one Hiram Benton then in full life but since deceased, their promissory note of which the following is a true copy: # 558. March 13, 1877.

" Order before Aug. 1. 1878 After date we promise to pay to the order of Hiram Benton Five hundred and fifty eight dollars at 10% from date, payable Aug. 1. 1877. and Aug. 1. 1878 " J. Smith Alexander, " Clarinda A. Alexander."

Endorsed Aug. 1. 1877 - Paid on the within note interest in full to Aug. 1. 1877. June 18. 1880 Paid on the within note \$450.

There is no other or further endorsements on said note. There is due and remaining unpaid on said note from said Dfts J. Smith Alexander and Clarinda A. Alexander to this Defendant the sum of Two hundred and five <sup>27</sup>/<sub>100</sub> dollars with interest thereon from June 18. 1880

On the 13 of March 1877 the said J. Smith Alexander and Clarinda A. Alexander to secure the payment of said promissory note executed and delivered to Hiram Benton their mortgage deed and thereby conveyed to Hiram Benton his heirs and assigns all of Lot No. 77 in the town of Marysville Union County Ohio as shown by the Recorded plat of said town.

The condition of said mortgage was in substance that if the said J. Smith Alexander and Clarinda A. Alexander, should pay or cause to be paid to said Hiram Benton the promissory note above set forth with the interest thereon according to the tenor thereof when the same became due then said mortgage to be void otherwise to be and remain in full force and effect.

And this Defendant says that said mortgage was on the 22<sup>nd</sup> day of March 1877 at 8 o'clock A.M. was duly filed with the Recorder of said County, and was recorded March 24 1877. in Book 13 page 235 in Record of Mortgages in said County. This Dft. further says that said mortgage upon the death of said Hiram Benton, devolved to and became the property of Phoebe A. Benton, and is now held by this Defendant as Administrator of the estate of said Phoebe A. Benton. And further says that that mortgage has become absolute. There is due thereon + unpaid, the sum of two hundred + four + <sup>40</sup>/<sub>100</sub> dollars with interest thereon from June 18. 1880. The said Defendant Stephen Cranston Administrator of Phoebe A. Benton therefore prays for

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Judgment against the said J. Smith Alexander and Clarinda A. Alexander for the sum of Two hundred and four 7/8 (\$204 7/8) with interest thereon from June 1880. That said Mortgage may be foreclosed and said premises ordered sold and the proceeds thereof applied to the payment of said indebtedness and for all other and further proper relief in the premises.

P. B. Cole & Son, Attys for Debt.

State of Ohio,  
Marion County, ss.

P. B. Cole being sworn says that he is one of the Attys of Stephen Cranston admr of Phoebe A. Benton duly authorized in the premises and that the note and mortgage in which this suit is brought are in his hands for collection and he further says that the facts stated and allegations in his answer aforesaid are true as he believes.

P. B. Cole.

Sworn to before me and signed in my presence by P. B. Cole Dec. 6, 1887. J. L. Burgner, Clerk.

Dec. 8, 1887 We the undersigned hereby severally waive the return of summons and service of summons upon the within petition against us and enter our appearance to this petition. J. Smith Alexander.  
C. A. Alexander.

No. 5392

Afterward, on the 9<sup>th</sup> day of Jan. A. D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. A. B. Robinson Plff. vs J. Smith Alexander, Clarinda Alexander, A. S. Morgridge, Stephen Cranston, as Admr of Hiram Benton dec'd. P. B. Cole. Defendants. Judgment, Foreclosure, & Order of Sale.

J. Smith Alexander, Clarinda Alexander, A. S. Morgridge, Stephen Cranston, as Admr of Hiram Benton dec'd. P. B. Cole. Defendants. Now come the defendants herein, Stephen Cranston as Administrator of Phoebe A. Benton dec'd, and the defendants J. Smith Alexander and Clarinda Alexander being in default for answer and demurrer to the answer & cross petition of the said Stephen Cranston as such Administrator against them the court find that the allegations of said cross petition of Stephen Cranston are by them confessed to be true, and find that the said J. Smith Alexander and Clarissa Alexander are indebted to him as such Administrator in the sum of \$297 5/8 including interest to Jan'y 9<sup>th</sup> 1888. It is therefore considered by the Court that the said Stephen Cranston as <sup>such</sup> Administrator & cross-petitioner recover from the said J. Smith Alexander and Clarissa Alexander defendants the said sum of \$297 5/8 and his costs herein expended taxed to \$ . The Court further find that in order to secure the prompt payment of said note the defendants J. Smith Alexander and Clarinda Alexander his wife executed and delivered to Hiram Benton then in full life but since dec'd. their certain mortgage as in the petition described. That said mortgage was duly recorded in book 13 page 235 of the records of Mortgages of Marion County, and is the second best lien on the premises in the petition of said Stephen Cranston Admr described and that the mortgage lien of defendant A. S. Morgridge is the first best lien thereon and that said note and mortgage passed by descent at the death of said Hiram Benton to

said Proce Benton who was at the time of her death the owner and holder thereof. It is therefore considered and adjudged that unless the said G. Smith Alexander or Blarissa Alexander defendants shall within ten days from the entry of this decree pay or cause to be paid to the said Stephen Beaman Administrator, the sum so found due, and to the clerk of this Court the costs of this case, with interest from Jan'y 9. 1888. according to the terms of said mortgage deed, the said defendants (G. Smith Alexander & Blarissa Alexander) equity of redemption, be foreclosed, and said premises shall be sold, and an order of sale shall issue to the Sheriff of Union Co Ohio directing him to sell said premises as upon execution and bring the proceeds <sup>thereof</sup> into Court for further order.

Attest. John L. Burquer, Clerk.  
By Nellie Roney, Deputy.

Came before His Honor, John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of 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<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Herefore, came on the 2<sup>nd</sup> day of Aug. A. D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

Petition  
No. 3354

William P. Hagen, Plaintiff.  
against  
Robert H. Neilson, Defendant. } State of Ohio, Union County, ss.  
In the Court of Common Pleas.  
Petition.

The Plaintiff William P. Hagen, says he has a legal right to and is seized in full simple of the undivided five sixths part of the following real estate situate in the County of Union and State of Ohio, being a 200 acre tract of land known as Lot No. 6 in sub-division of survey No. 9900, and more particularly described as follows: Beginning at an ash, Beech and sugar tree, south west corner to survey No. 9900; thence N. 12° W. 264 poles to a beech and sugar tree in the West line of said survey; thence N. 78° E. 140 poles to a larger White Oak; thence S. 4° W. 264 poles to a Red Oak and two Elms in the Brunsville Treaty line; thence S. 78° W. 105 poles to the beginning containing two hundred acres (200 or more or less, being part of survey No. 9900) That this defendant Robert H. Neilson (who in the circuit Court of the United States at Toledo, for the Western Division of the Northern District of Ohio, in a cause therein depending wherein he and others were plaintiffs and this defendant and others were defendants numbered 307, and wherein his said interest hereinafter named in said property was awarded him, is described in the finding of said Court as Robert H. Neilson the elder of that name is a tenant in Common with plaintiff in said premises in the following proportions to wit: One sixth thereof belongs to the said Robert H. Neilson. Plaintiff desires to have his interest set off to him in severalty and therefore prays that partition be made, or if that cannot be done, without manifest injury, that such proceedings may be had as authorized by law.  
W. P. Hagen, Plffs. By W. Neal & Wolford, his attys.

legal  
Notice

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State of Ohio,  
 Union County, ss. J. A. Wolford being duly sworn says he is one of the attorneys of plaintiff duly authorized in the premises that plaintiff is now absent from Union County Ohio, and that the allegations contained in the foregoing petition are as he believes true. J. A. Wolford.

Sworn to before me by J. A. Wolford and by him subscribed in my presence this 2<sup>nd</sup> day of August 1887.

(Seal) John L. Burquer, Clerk.

William P. Hagen, Plaintiff,  
 against  
 Robert H. Neilson, Defendant.

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

affidavit  
 No. 5354

J. A. Wolford being duly sworn says that he is one of the attorneys of plaintiff in this action duly authorized in the premises, that plaintiff William P. Hagen is now absent from Union County, Ohio, that service of a summons cannot be made in this state on the defendant Robert H. Neilson, that said Robert H. Neilson this affidavit is informed resides in the city of New Brunswick, in the State of New Jersey and that the cause is one of those mentioned in section Five thousand and forty eight (5048) of the Revised Statutes of Ohio. J. A. Wolford.

Sworn to before me by J. A. Wolford and by him subscribed in my presence this 2<sup>nd</sup> day of August 1887.

(Seal) John L. Burquer, Clerk.

Afterward on the 27<sup>th</sup> day of Oct. A. D. 1887, the following legal notice was filed with the clerk of said Court, to-wit:

Legal Notice.

Legal Notice

Robert H. Neilson, who resides in New Brunswick, in the State of New Jersey, will take notice that on the 2<sup>nd</sup> day of August, 1887, William P. Hagen filed his petition in the Court of Common Pleas in and for the county of Union, in the State of Ohio, in case No. 5354 against the above named defendant, Robert H. Neilson, praying for the partition of the following described real estate, being a 200 acre tract of land known as Lot No. 6 sub-division of Survey No. 9900, and more particularly described as follows: Beginning at an ash, beech, and sugar tree, south west corner to Survey No. 9900; thence north 12° west 264 poles to a beech and sugar tree in the west line of said Survey; thence north 78° east 140 poles to a large white oak; thence south 4° west 264 poles to a red oak and two elms in the Greenville Treaty line; thence south 78° west 105 poles to the beginning, containing 200 acres, more or less, being part of Survey 9900. Said Robert H. Neilson is required to answer on or before the 24<sup>th</sup> day of September, 1887.

William P. Hagen.

By Mc Neal & Wolford, his attorneys. August 3<sup>rd</sup> 1887 - ff 9.50

The State of Ohio,  
 Union County, ss. The undersigned, being duly sworn says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with August 3, 1887.

H. O. Shearer.

Swoon to and subscribed before me, this 24 day of Oct. 1887  
Seal John L. Burgrer. Clerk.

Afterward, on the 2 day of Nov. A.D. 1887, the following Entries were made on the Journal by the Clerk of said Court, to-wit:

Entry No. 5354  
William P. Hagen, Plaintiff. } No. 5354  
against }  
Robert H. Neilson. }  
pendency and prayer of the petition herein, and the Court finding said publication and proof in all respects regular and according to law do hereby approve the same.

Entry No. 5354  
William P. Hagen, Plaintiff. } No. 5354  
against }  
Robert H. Neilson, Defendant. } Decree. came  
This day the plaintiff by his attorneys and this cause came on to be heard on the petition of plaintiff and the evidence and was submitted to the Court on consideration whereof and the Court being duly advised in the premises do find that the defendant has had due legal notice of the pendency and demand of the said petition and he is in default for answer and demurrer, and that the said petition is thereby by him confessed to be true.

Thereupon the Court do further find that the said plaintiff, William P. Hagen is seized of and has a legal right to, the undivided five sixths (5/6) part of the estate described in the petition and is entitled to have partition made of said premises; that the defendant Robert H. Neilson is a tenant in common with the said plaintiff in the said premises in the following proportion, to-wit: The said Robert H. Neilson is seized of and has a legal right to, the undivided one sixth (1/6) 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 William H. Bonckright, Morris W. Hill and J. L. Horn three judicious and disinterested freeholders of the vicinity, who are not of kin to either party and who are hereby appointed commissioners for that purpose he cause to be set off and divided to the said plaintiff and to the said defendant the part and proportions of the said estate to which they are hereinbefore severally found entitled. And it is ordered that if in the opinion of the said commissioners said premises cannot be divided by metes and bounds without injury to the value thereof, they appraise the same. And of his proceedings herein, the said sheriff is ordered to make due return forthwith.

Afterward, on the 3rd day of November A.D. 1887, the following Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition.  
State of Ohio. }  
Union County, ss. } To the Sheriff of said County - Greeting:  
We command you that without delay, by the oaths of William H. Bonckright, Morris W. Hill and J. L. Horn you cause partition to be made of the following described premises, situate in the County of Union and State

said, Division of Beginning No. 9900: 264 poles S. 78° W. 10 or less be in the lot of H. Mills of Common Civil action said Robert premises forthwith Pleas, at 1887.

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Wm P. Hagen Report ag Robert H. Neilson in the we, the upon act lands ca mate the under or J. L. Horn

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resaid, to-wit: Being a 200 acre tract of land known as Lot No. 6 in Sub-division of Survey No. 9900 - and more particularly described as follows. Beginning at an ash, Beech and Sugar tree, south west corner to survey No. 9900: Thence N. 12° W. 264 poles to a beech and sugar tree in the west line of Survey: Thence N. 78° E. 146 poles to a large white oak: Thence S. 4° W. 264 poles to a Red Oak and two Elms in the Greenville Treaty line: Thence S. 78° W. 105 poles to the beginning containing Two hundred (200) acres more or less being part of Survey No. 9900 among the persons named herein and in the following proportions, to-wit: To William P. Hagen  $\frac{5}{6}$  part, to Robert H. Neilson  $\frac{1}{6}$  part, in pursuance of an order lately made in our Court of Common Pleas, within and for said County of Union, in a certain civil action, wherein the said William P. Hagen was Plaintiff, and the said Robert H. Neilson is Defendant; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith. Witness my hand and the Seal of said Court of Common Pleas, at the Court House in Marysville, O. this 3<sup>rd</sup> day of Nov. A. D. 1887.

Seal

John L. Burgner, Clerk.

Said Writ returned - filed Nov. 7, A. D. 1887, endorsed as follows, viz: Sheriff's Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of Wm. H. Boukright, Morris W. Hill and J. L. Horn causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Given under my hand this 7<sup>th</sup> day of Nov. A. D. 1887. Service, 30 Mileage 4.00 In wearing Com. 1.20 Conveying App. 3.00 (Total) 8.50 Com. Fees 3.00  
M. Hopkins, Sheriff.

Commissioners Report.  
Court of Common Pleas.  
In Partition.

Wm. P. Hagen  
against  
Robert H. Neilson. 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 duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same at Twenty eight Dollars per acre. Given under our hands, this 7 day of Nov. A. D. 1887.  
J. L. Horn. Morris W. Hill. W. H. Boukright. Commissioners.

Afterward, on the 14 day of Nov. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

William P. Hagen, Plaintiff, } L. C. 5354  
against } Confirmation.  
Robert H. Neilson, Defendant. } This day this cause came on for hearing upon the return of the sheriff and the report of the Commissioners heretofore appointed herein and on the motion to confirm the same And it appearing that said estate cannot be divided by metes and bounds without injury to the value thereof, and that said Commis-

jurors have made and returned their appraisement of said premises in the sum of \$... The Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said premises at their appraised value on motion of the plaintiff it is ordered that said premises be sold at public auction at the front door of the Court House in Marysville Ohio, and that an order issue therefor to the sheriff of Union County Ohio, and on good cause shown to the Court it is ordered that said sale be for cash on day of sale and that said sheriff return his proceedings to this Court without unnecessary delay.

Afterward on the 14<sup>th</sup> day of Nov. A. D. 1887. 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 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. 1887 in a certain civil action, now pending in said Court, wherein William P. Hagen is Plaintiff and Robert H. Neilson is Defendant, we command you that, without delay, you proceed to sell, at public auction, the lands and tenements in said petition described, to wit: Situate in the County of Union and State of Ohio, being two hundred acre tract of land known as lot No. 6 in 4<sup>th</sup> division of Survey No. 9900, and more particularly described as follows - Beginning at an ash, Beech and Sugar tree, south west corner to Survey, No. 9900; thence N. 12° W. 264 poles to a beech and Sugar tree in the west line of Survey; thence N. 78° E. 140 poles to a large white oak; thence S. 4° W. 264 poles to a red oak and two elms in the Crumville Treaty line; thence S. 78° W. 105 poles to the beginning, containing two hundred (200) acres more or less, being part of Survey No. 9900, appraised at \$28<sup>00</sup> 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 14<sup>th</sup> day of Nov. A. D. 1887.

[Seal]

John L. Burgner, Clerk.

Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenements herein described to be duly advertised for thirty days next preceding the day of sale, in the Richmond Gazette a newspaper printed and in general circulation in Union County, Ohio, and on the day of December A. D. 1887, at 10 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; Therefor came Wm. P. Hagen, who bid for the said property, the sum of Seventy seven (\$27<sup>00</sup>) Dollars per acre, said sum being more than two-thirds the appraised value; and he being the highest and best bidder, was declared the purchaser. Service 30 & Pay to Printer 30 Poundsage 185<sup>00</sup> Total 1910 Printers Exp 12.30  
 M. Hopkins, Sheriff.

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Proof of Publication No. 9900.

Afterward, on the 9<sup>th</sup> day of Jan. A.D. 1888, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

W. P. Hagen vs Robert H. Neilson  
On order of sale in Partition.  
Court of Common Pleas, Union County, Ohio.  
By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, December 17<sup>th</sup>, 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 County of Union and State of Ohio, and bounded and described as follows: Being a two hundred acre tract of land known as Lot No. 6, in subdivision of Survey No. 9900 and more particularly described as follows: Beginning at an ash, beech and sugar tree, south-west corner to Survey No. 9900; thence N. 12 degrees W. 264 poles to a beech and sugar tree in the west line of survey; thence N. 78 degrees E. 140 poles to a large white oak; thence S. 4 degrees W. 264 poles to a red oak and two elms in the Greenville Treaty line; thence E. 78 degrees W. 105 poles to the beginning, containing two hundred (200) acres more or less, being part of survey No. 9900. Appraised at \$28 per acre. Terms of sale, cash.

Marion Hopkins, Sheriff Union County, Ohio.  
November 10<sup>th</sup>, 1887. - p. 12.30-16205  
M. Neal & Wollord, Attorneys, 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: Nov. 17<sup>th</sup> & 24<sup>th</sup> and Dec. 1<sup>st</sup>, 8<sup>th</sup> & 15<sup>th</sup>, 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.

Proof of Publication No. 5354.

Sworn to and subscribed before me, this 4<sup>th</sup> day of January A.D. 1888. (Neal) Notary Esq. 25<sup>th</sup> W. J. Rucker, Notary Public.

Afterward, on the 9<sup>th</sup> day of Jan. A.D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Hagen vs Neilson  
No. 5354  
Confirmation of Sale.  
On motion of the plaintiff and upon producing the return of the sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the said sheriff is ordered by deed duly executed to convey said premises to the purchaser William P. Hagen in fee simple. It is further ordered that out of the proceeds of said sale the sheriff pay. First all taxes and assessments due against said premises. Second To the Clerk of this Court the costs of this action, including a counsel fee of \$104<sup>00</sup> to M. Neal & Wollord for their services herein taxed at \$171<sup>50</sup> thereof. Third To the plaintiff of the residue the five sixths part thereof. Fourth To the defendant of the residue the one sixth part thereof.  
Wm. L. Burgher, Clerk.  
By Nellie Roney, Deputy.

Entry.

pleas before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Ninth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven here- tofore, to wit, on the 24<sup>th</sup> day of Nov. A.D. 1887. The following Petition was filed with the Clerk of said Court, to wit:

Petition  
No. 4342

Stern & Boerger, Plaintiffs  
vs  
Court of Common Pleas,  
Union County, Ohio.  
Daniel Long, Defendant. Petition.

The plaintiff by leave of the Court says, This cause comes into this Court on appeal from the docket of Esquire Major Justice of the Peace in & for said County. Plaintiff is a partnership formed for the purpose of carrying on business in the State of Ohio. The defendant is indebted to them on a certain promissory note of which the following is a copy.

Nov. 17-1885  
On the first day of January eighteen hundred & eighty seven, I promise to pay A. H. Dixon or bearer Fifty dollars value received with interest at six per centum per annum from date until paid & eight per cent after maturity. Daniel Long.

Plaintiff says he purchased said note in the usual course of trade for a good and valuable consideration and before the same be- came due. There is due plaintiffs from the defendant the sum of fifty dollars & interest at 6% from the 17<sup>th</sup> day of November 1885 to the 1<sup>st</sup> day of January 1887 & 8% from Jan. 1887 to October 31-1887. Plaintiff asks judgment for the sum of \$56 <sup>63</sup>/<sub>100</sub> Fifty six & <sup>63</sup>/<sub>100</sub> dollars and costs of suit. W. S. Hoopes Atty for Plaintiff.

State of Ohio.  
Union County, ss: W. S. Hoopes being sworn says he is the atty of the plaintiffs duly authorized herein, that the above pleading is found- ed upon a written instrument for the payment of money which in- strument is now in affiant's possession and the facts stated in the above petition are true as affiant believes. W. S. Hoopes.

Sworn to before me and subscribed in my presence this 1<sup>st</sup> day of Nov. 1887. [Seal] J. L. Burquer, Clerk.

Afterward, on the 9<sup>th</sup> day of Jan. A.D., 1888, the following Entry was made on the Journal, by the Clerk of said Court, to wit:

Entry.

Stern & Boerger, Plaintiffs  
vs  
Court of Common Pleas, Union County, O.  
Daniel Long, Defendant.  
Now comes the plaintiffs by their attor- neys & the defendant being in default for answer or demurrers 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 \$55 <sup>16</sup>/<sub>100</sub>

It is therefore considered and adjudged by the Court that the said plaintiffs recover from the said defendant the said sum of \$55 <sup>16</sup>/<sub>100</sub> and interest at 8% from the 18<sup>th</sup> day of June 1887 and costs herein taxed at dollars.

Attest John L. Burquer, Clerk.  
By Kellie Robey, Deputy.

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Mary M.  
vs  
S. Davis.

Petition  
No. 4448

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Pleas before His Honor, John A. Rice, Judge of a Court of Common Pleas, begun and held at the Court House, in the Town of Marysville, within and for the County of Union, of the Third Subdivision of the Sixth 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 seven. Heretofore, to-wit, on the 9 day of Nov. A. D. 1887. The following Petition was filed with the Clerk of said Court, to-wit:

Mary M. Bradbury.

Petition

vs

S. Davis, Minerva Davis, S. Walworth.

State of Ohio, Union County, ss.  
In the Court of Common Pleas.  
Petition for equitable relief and to subject lands.

No. 5448

Mary M. Bradbury for her cause of action against said defendant says: On or about the 24 day of March 1883 the said S. Davis, defendant herein, executed to one M. Chesley his promissory notes of said date as follows: one note of \$600 due April 1<sup>st</sup> 1884. One note of \$650 due April 1<sup>st</sup> 1885. One note of \$1000 due April 1<sup>st</sup> 1886. one note of \$1000 due April 1<sup>st</sup> 1887. one note of \$1000 due April 1<sup>st</sup> 1888. One note of \$1000 due April 1<sup>st</sup> 1889. One note of \$925 due April 1<sup>st</sup> 1890; - and thereby promised and agreed to pay to said M. Chesley or bearer the sums above specified at the respective times stated, together with interest thereon at the rate of 6 per cent. To secure the payment of said notes, said S. Davis and defendant M. Davis his wife, on said 24 day of March 1883, executed and delivered to said M. Chesley their mortgage deed, thereby and therein conveying to said Chesley, his heirs and assigns, the following described premises, situated in the County of Union, State of Ohio, in the Township of Leesburg in Survey No. 6010 bounded and described as follows to-wit: The undivided six sevenths of the following described premises and being all the right, title interest and claim in and to said premises, to-wit: Beginning at a stone in the centre of the Marysville Gravel Road in the North line of the Sudd Survey, and corner to lands owned by John Branon's heirs. Thence with said Road in the centre thereof S. 25° West 103 poles 23 links to a stone in the North line of lands owned by S. A. McAdow. Thence with said line N. 79 3/4° E. 99 poles to a stone and Elm in the West line of lands owned by J. M. Branon. Thence with said line N. 11° W. 71 poles 22 links to a stone in the North line of the Sudd Survey, and South line of said Branon's heirs. Thence with said line North 80° 5' W. 39 poles and 8 links to the place of beginning, containing 34 and 7/7 acres more or less. Also the following part of said Survey No. 6010; - Beginning at a stake in the Marysville Gravel Road in the South line of Survey No. 803 and the North line of the Sudd Survey thence S. 25° W. 74 7/10 poles with said road to a stake. Thence S. 80° W. 138 poles to a stake in the East line of Survey No. 5613. Thence with said line N. 9° W. 123 poles to a stake. Thence with the South line of Survey No. 803, S. 81° E. 187 5/10 poles to the place of beginning containing 9 1/2 acres more or less, being the land conveyed by G. C. Hamilton as Administrator of D. D. Wells to A. J. Scott, by deed dated by W. Chesley and wife to said S. Davis by deed dated March 24<sup>th</sup> 1883 - Said mortgage deed was presented to the Recorder of said Union

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County for Record on the 26 day of March 1883 at 3 1/2 o'clock P.M. and was by him duly recorded in Volume 20 of Mortgages at page 130, Union County Records. The conditions of said mortgage was that if said S. Davis his heirs or assigns should pay to said W. Chesley or his assigns the several sums represented by the promissory notes above mentioned at the times they respectively came due, together with interest, then said deed should be void, otherwise to remain in full force and virtue in law. On or about the 24 day of March 1887 said W. Chesley duly transferred and assigned to J. E. Burton, Trustee, the said mortgage and the unpaid notes secured thereby; and on the same day said J. E. Burton Trustee duly transferred and assigned to this plaintiff the fourth, fifth and sixth of the notes herein described, each for the sum of \$1000. due respectively April 1 1887, April 1 1888 and April 1 1889; together with so much of said mortgage security as is applicable thereto.

Plaintiff says that the condition of said mortgage has been broken and the same has become absolute; that no part of the notes so transferred to her nor the interest thereon, has been paid, although the first of said notes so transferred became due April 1 last. That there is due from defendant S. Davis to plaintiff the sum of \$1241. with interest from April 1 1887, and there will become due April 1 1888, the sum of \$1301, and April 1 1889 the sum of \$1361. Plaintiff is informed that the two first notes of said series made by S. Davis, each for \$600, have been paid, that the third and seventh notes, for \$1000, due Apr. 1 1886 and \$925 due Apr. 1 1890 respectively have been transferred to and are now owned by defendant Sarah Walworth. Wherefore plaintiff prays that said defendant be made parties to this cause and required to set up their interest, if any they have, or be forever barred. That unless the amount found due to this plaintiff be paid by a day to be fixed said mortgage be foreclosed and the premises included therein be sold according to law, and from the proceeds plaintiff's said claim be paid in accordance with its priority, and for such other relief as may be just in the premises. J. E. Burton & George S. Dake, Attys for plaintiff.

State of Ohio  
Cuyahoga County: J. E. Burton, one of the plaintiff's Attorneys being duly sworn says that the facts upon which the foregoing petition is founded are within his personal knowledge that the facts stated and allegations in said petition are true as he believes. J. E. Burton.

Sworn to & subscribed before me by said J. E. Burton, November 8 1887. Tax Fees 40 cts. M. W. Beacon, Notary Public, Seal.  
Mary W. Bradbury } For the Court of Common Pleas.  
vs } Præcipe.

S. Davis; Minerva Davis, S. Walworth; To the Clerk: Issue a summons in the above entitled cause for Minerva Davis, returnable according to law. Action for equitable relief, and to subject lands.

J. E. Burton & George S. Dake, Attys for plaintiff.  
I hereby acknowledge service for me in the within cause, waiving the issuing and service of process, and enter my appearance herein.  
Nov. 9 1887.  
S. Davis.

Præcipe

Waiver of Summons

Summons

15-4448

Sherriff's Return

Answer

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afterward, on the 9<sup>th</sup> day of November, A. D. 1887, the following summons was issued by the Clerk of said Court, to-wit:

Summons No. 1448

The State of Ohio, Union County, ss: To the Sheriff of the County of Union Greeting: We command you to notify Minerva Davis that she et al. have been sued by Mary W. Bradbury in the Court of Common Pleas of Union County, and that unless she answers by the 10<sup>th</sup> day of Dec. 10, 1887, the petition of said plaintiff against her filed in the Clerk's Office of said Court, such petition will taken as true, and judgment rendered accordingly. You will make due return of this summons on the 21<sup>st</sup> day of November A. D. 1887. Witness my hand and the seal of said Court, this 9<sup>th</sup> day of November A. D. 1887. Seal John L. Burgner, Clerk.

Sheriff's Return

Endorsed: In action for equitable relief and to subject lands. J. E. Burton and Geo. L. Dake, Plaintiffs Attys. Said Writ returned and filed Nov. 19 A. D. 1887. Indorsed as follows, to-wit:

The State of Ohio Union County ss: Received this Writ Nov. 9<sup>th</sup> A. D. 1887, at 2 o'clock P. M. and pursuant to its command, on the 14<sup>th</sup> day of November A. D. 1887, 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 Minerva Davis. Service 30 Mileage 1.44 Copy 20 Total \$1.74 M. Hopkins, Sheriff Union Co. O.

Answer

Afterward, on the 9<sup>th</sup> day of Nov. A. D. 1887, the following answer etc. was filed with the Clerk of said Court, to-wit: State of Ohio, Union County, ss. vs. Mary W. Bradbury et al. Answer of defendant S. Walworth. S. Walworth defendant herein for her answer and further by way of cross-petition says: She admits all the statements and allegations contained in plaintiff's petition. She alleges that on or about March 24<sup>th</sup> 1887 said M. Chesley duly transferred to J. E. Burton Trustee and on the same day said J. E. Burton Trustee duly transferred to this defendant, the third and seventh notes described in plaintiff's petition - said third note being for the sum of \$1000, due April 1<sup>st</sup> 1886 with interest from its date; and said seventh note being for the sum of \$925, due April 1<sup>st</sup> 1890 with interest from its date. There have been payments made upon said third note as follows: April 9<sup>th</sup> 1886, \$580 - Aug. 24<sup>th</sup> 1886, \$100 - Dec. 2<sup>nd</sup> 1886, \$100. There is now due and payable thereon the sum of \$424.<sup>23</sup> with interest from Dec. 1886. There will become due on said seventh note April 1<sup>st</sup> 1890 the sum of \$1314.<sup>43</sup> This defendant says she is entitled to the benefit of said mortgage security in accordance with the priority of her claims, and she repeats and makes part of this answer all the allegations in regard thereto contained in plaintiff's petition. Wherefore defendant prays that if the amount found due to her on said third note be not paid by a day to be fixed,

said mortgage may be foreclosed and said premises sold, and from the proceeds of such sale her claims be satisfied in accordance with their priority, and for such other relief as she may in justice be entitled to.

J. E. Burton and George S. Dake, Attys for deft. S. Walworth,

State of Ohio.

Lucas County ss. J. E. Burton being duly sworn says he is one of the attorneys for S. Walworth, defendant therein. That the facts upon which the foregoing answer and cross-petition is founded are within his personal knowledge. And that the facts stated and allegations made in the foregoing pleading are true as he believes. J. E. Burton

Sworn to and subscribed before me by said J. E. Burton, Nov. 7 1887. Tax Fees 40 cts. M. W. Beacom, Notary Public. Seal

Mary M. Bradbury

In Union County Common Pleas Court.

S. Davis, Minerva Davis, Sarah Walworth. Praecipe.

Praecipe. To the Clerk: Issue a summons on cross-petition of Sarah Walworth in the above entitled cause, for defendant Minerva Davis, returnable according to law. Relief demanded, to subject lands.

J. E. Burton and George S. Dake, Attys for Deft. S. Walworth.

Waiver. I hereby waive the issue and service of process in this cause on the within cross-petition and enter my appearance herein as to said cross-petition. Nov. 9 1887. S. Davis.

Afterward, on the 9<sup>th</sup> day of Nov. A.D. 1887, the following Summons was issued by the Clerk of said Court, to-wit:

The State of Ohio.

Summons Union County. To the Sheriff of the County of Lucas. You are commanded to notify Minerva Davis, that S. Walworth has filed an answer and cross-petition in the case of Mary W. Bradbury against S. Davis and Minerva Davis in the Common Pleas Court of Union County, and that unless she will answer by the 10<sup>th</sup> day of December A.D. 1887 the cross-petition of the said Mary W. Bradbury 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 21<sup>st</sup> day of November A.D. 1887. Witness my hand and seal of the said Court at Marysville O, this 9<sup>th</sup> day of Nov. A.D. 1887. Seal

John L. Burquer, Clerk of the Common Pleas Court, Union County, Ohio.

Endorsed: Relief demanded, to subject lands.

J. E. Burton & Geo. S. Dake, Attorneys.

Sheriff's Return. Said Writ returned and filed, Nov. 21<sup>st</sup> A.D. 1887, endorsed as follows, to-wit: The State of Ohio. Sheriff's Return.

Union Co. ss. Received this writ on the 9<sup>th</sup> day of Nov. 1887 and pursuant to its command on the 12<sup>th</sup> day of Nov. 1887, I served the same by handing a certified copy of this writ with the endorsements thereon to the within named Defendant Minerva Davis Sheriff's Fees. Service 30 Mileage 1.28 copy 30 (Total) \$1.88 M. Hopkins, Sher.

After  
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Mary W. Bradbury  
vs  
S. Davis  
No. 5448  
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Afterward, on the 9<sup>th</sup> day of Jan. A.D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
Mary W. Bradbury. Journal Entry - Final Decree.

Entry.

No. 5448

S. Davis et al. This cause came on to be heard upon the plaintiff's petition, the answer and cross-petition of defendant Sarah Walworth, and the evidence; and the Court being fully advised in the premises finds that all the defendants herein have been duly served with process or have entered their appearance herein; that the allegations of said petition of plaintiff and said answer and cross-petition of Sarah Walworth are true; that said S. Davis executed the notes, and said S. Davis and M. Davis executed the mortgage, as therein set forth; that plaintiff is now the owner of the fourth, fifth and sixth of the notes originally secured by said mortgage, and there is due to her thereon the sum of Twelve hundred Eighty three and  $\frac{3}{100}$  Dollars, with interest from the first day of this term of Court; and there will be due to her, Apr. 1<sup>st</sup> 1888 and Apr. 1<sup>st</sup> 1889 the sums in said petition set forth, in all the sum of \$2000. - with interest from Mar. 24<sup>th</sup> 1883 - which said sums constitute the second lien upon the premises described in the said mortgage - The Court further finds that the first two notes secured by said mortgage have been paid; that defendant Sarah Walworth owns the third of said notes and there is due to her thereon the sum of Four hundred forty seven and  $\frac{7}{100}$  dollars, which amount is the first lien upon said premises included in said mortgage. The Court further finds that said defendant Sarah Walworth owns the seventh and last of the notes secured by said mortgage, and that there will be due to her thereon, April 1<sup>st</sup> 1890, the sum of \$925. with interest from Mar. 24<sup>th</sup> 1883, which amount is the third lien upon said premises. It is accordingly ordered, adjudged and decreed that said mortgage be foreclosed; that unless said S. Davis or M. Davis pay or cause to be paid to said plaintiff and to defendant Sarah Walworth the amounts herein found to be due to them, within Seventy days from the entering of this decree, an order of sale shall issue to the Sheriff as special Master Commissioner commanding him to cause to be appraised, advertised and sold according to law, said mortgaged premises, situated in the County of Union, State of Ohio, and Township of Leesburgh in Survey No. 6010 and bounded and described as follows, to-wit: The undivided six-sevenths of the following described premises, Being part of survey No. 6010, Beginning at a Stone in the centre of the Marysville Travel Road in the North line of the Sudd Survey and corner to lands and owned by John Brannin's heirs. Thence South with said Road and corner to lands owned by S. A. M<sup>rs</sup> Adow. Thence with said line N. 79 $\frac{3}{4}$  E. 99 poles to a stone & Elm in the West line of lands owned by S. M. Brannin. Thence with said line N. 11 $\frac{1}{2}$  W. 71 poles 22 links to a stone in the North line of the Sudd survey and South line of said Brannin's heirs. Thence with said line N. 80 $\frac{5}{8}$  W. 39 poles 8 links to the place of beginning containing  $34\frac{7}{8}$  acres of land. Also the following tract,



time said Willet delivered to plaintiff the written instrument (a copy of which is hereto attached & made part hereof) that said Willet represented to plaintiff as an inducement to sign said note that he was the agent of said Co. named is said writing. That said Company was a responsible and honest Company chartered by the laws of Ohio doing a lawful & safe business in distributing such wheat called Red Line seed wheat and binding itself to sell double of the amount so distributed of the crop which should be raised for the parties with whom it left said seed at the same price of fifteen dollars per bushel less a commission for selling the same of  $33\frac{1}{3}$  per cent - said Willet proposed to plaintiff that if he would give his said note & receive & sow fifteen bushels of said seed, the said Co. would sell all for him the next year to-wit, before the 1<sup>st</sup> day of September 1886, thirty bushels of the wheat he should raise therefrom & pay him therefor fifteen dollars per bushel less  $33\frac{1}{3}$  per cent commission for selling same. Said wheat was worth not exceeding eighty cents per bushel & had no special value as both plaintiff & defendant well knew and the consideration for said note was not the said wheat delivered but the obligation of said company to sell & pay for said wheat at said fictitious & speculative price of eighteen times its actual value - That E. S. Clark was the general agent of said Company - The plaintiff believing all of said representations to be true & relying on the same agreed to & accepted proposition of said Co. through its said agent Willet & gave his said note & accepted said bond & received said fifteen bushels of wheat worth twelve dollars & no more & sowed & raised more than thirty bushels therefrom & had the same ready for the said Co. to sell but it did not sell or offer to sell any part thereof. Plaintiff says said Co. & said agents did not intend to comply with its said bond & sell said grain & same it was impossible for them to do so if the Legislature of the State of Ohio enacted a law prohibiting the sale of grain at such fictitious & speculative prices and declaring therein the said contract & all similar contracts illegal & void and the plaintiff says the incorporation of said Company was obtained by said E. S. Clark for the purpose of carrying on said unlawful business & the incorporation thereof & the plan of its business aforesaid was not in fact to sell grain but a scheme & device to unlawfully obtain negotiable promissory notes in order to sell them & cheat the plaintiff & defraud & injure him & such others as could & should be led and induced to give their notes as aforesaid & the said company & its said agents when they obtained said note from plaintiff obtained it with the design & purpose of cheating plaintiff & selling the same & not fulfilling its said written contract & by said false & fraudulent representations & said trick & unlawful scheme & device said company obtained said note from him & by no other consideration whatever & he has received no advantage therefrom but has lost the profit of two hundred & seventy seven &  $\frac{37}{100}$  dollars which he would have received if said representations had been true & said Company had fulfilled its said written contract. The said Willet had said note made payable to said E. S. Clark, the better to conceal said un-

lawful purpose as plaintiff has since learned & that he might the more readily sell the same but the same was not in fact delivered to said E. S. Clark but was delivered by said Willet to the defendant in payment of a debt then & before that owed by said Willet & due to said defendant. Therefore plaintiff prays that said Judgment be set aside & the plaintiff be allowed to make his defense thereto as entitled by law. Robinson & Piper & W. W. Ayers, attys for plff.

The State of Ohio,

Union County, ss. The plaintiff Calvin Felkner being sworn deposes & says the allegations of the foregoing petition are true as he believes.  
Calvin Felkner.

Sworn to before me & signed in my presence this 16<sup>th</sup> day of Aug, 1887.  
John L. Buequer, Clerk.

copy of the writing referred to in the above petition.  
Incorporated under the laws of the State of Ohio - All persons accepting this Bond hereby acknowledge that the grain was bought at a speculative value & free all officers, agents, and stockholders of this company from any liability further than double the amount of capital stock they may hold.

Capital Stock \$10000. Liabilities \$20000.  
John Layler president George W. McMillen, Secy.

The Kenton Bohemian oat and Cereal Company do hereby agree to sell thirty bushels of red line wheat for Mr. Calvin Felkner of Mill-creek Township Union County State of Ohio at fifteen dollars per bushel less 33 1/3 per cent Commission or before the first day of September 1886.

L. Cummins, Supt.

Waiver. The defendant Lester Clark waives process on him and enters his appearance in the above cause. May 16<sup>th</sup> 1887.

No. 5359 Lester Clark, by Brodrick & McCampbell, his attys.

Afterward, on the 8<sup>th</sup> day of Sept. A.D. 1887, the following Demurrer was filed with the Clerk of said Court, to wit:

Demurrer. Calvin Felkner, Plaintiff, }  
Against } In the Court of Common Pleas of Union  
Lester Clark, Defendant. } County, Ohio, No. 5359 Demurrer.  
and now comes the said defendant and demurs to the petition of said plaintiff herein filed, and for ground thereof says: That said petition does not state facts sufficient to constitute a cause of action against said defendant. Brodrick & McCampbell, Attorneys for Defendant.

Afterward, on the 24<sup>th</sup> day of Nov. A. D. 1887, the following Entry was made on the Journal of the Clerk of said Court, to wit:

Entry. Calvin Felkner } No. 5359  
vs }  
Lester Clark } This day came the parties & submitted this cause to the Court on the demurrer to the petition whereupon the Court being fully advised in the premises do overrule the said demurrer and thereupon the Court do set aside the Judgment rendered in cause No. 5334 for \$252 3/100 as prayed for & said cause is ordered to be re-docketed & leave granted to said Calvin Felkner to file his answer to said

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No. 5359

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petition of Lester Clark within thirty days & the said cause No. 5337 is con-  
tinued & it is ordered that said Lester Clark pay the costs of this cause  
No. 5359 in ten days & in default thereof that execution issue therefor.

Attest. John L. Brainerd 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 seven.  
Heretofore, to wit: on the 15 day of Jan. A.D. 1887, the following Petition was  
filed with the Clerk of said Court, to wit:

William Wolford for himself and for  
John E. Kilbury, Michael Lager, Marsh P. Ely  
Administrator of James Ely deceased,  
Albert Keyes, Solomon Kilbury, Andrew Brown  
and W. E. H. Pennington & Leonard Bliss, Plaintiffs.

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

Petition

vs

No. 5-236

Mariah Cahill, John K. Dodge and Thomas M. Brannan  
as Commissions of Union County, Ohio, and  
William H. Brary as Treasurer of Union County, Ohio,  
Defendants.

Petition

and now comes  
the said Wil-  
liam H. Wolford

for himself and the others named above as plaintiffs whom he repre-  
sents, and for cause of action herein against the said defendants  
says - That heretofore, to-wit, on the 25 day of July 1883, Cyrus Jim-  
merman and others filed with the Commissions of Union Coun-  
ty Ohio, a petition asking for the improvement of the following road  
known as part of the Bruce Robinson road "Beginning near the resi-  
dence of Monroe Andrews in Darby Township and following the  
East side of Darby passing the residence of W. H. Wolford and S. B.  
Robinson's farm residence and terminating at the intersection of  
with Sager Mill road near residence of John Robinson" said road to  
be improved by grading, graveling, culverting, bridging and ditch-  
ing the same and to made by authority of an act of the General As-  
sembly of the State of Ohio passed March 29<sup>th</sup> 1887 and all acts sup-  
plementary and amendatory thereto - that the said Commissions  
appointed Wm R. Webb, D. M. Robinson and O. E. Lincoln viewers of said  
road and ordered them to make said view on the 24<sup>th</sup> day of August  
A. D. 1883 and to make their report in writing at the next regular ses-  
sion September 5<sup>th</sup> 1883: that on the said 5<sup>th</sup> day of September 1883  
said viewers filed their report, together with the inquirer who had  
been appointed showing the public necessity of said improvement  
together with a list of all the lots and lying within two miles of  
the said improvement which in their opinion were benefited and  
ought to be assessed for the making of the same among which said  
lots and lands were lands belonging to plaintiff William H. Wolford

and each of the others whom he represents named as plaintiffs; that on the 7th day of April 1886 the said Commissioners appointed W. R. Webb James A. Henderson and O. E. Lincoln a committee to apportion the estimated expense upon the real estate so reported by the viewers as benefited as aforesaid; that said committee so appointed to apportion the estimated expense as above set forth afterward made their report and they did apportion a portion of the estimated expense of the said improvement upon the lands of the plaintiff William H. Wolford above described and also upon the lands of each of the others named as plaintiffs whom he represents. The said Plaintiff further says that after the said assessors had filed their report one B. Bruce Robinson who also owned lands within two miles of the said improvement and whose lands had been assessed for improving the same, filed with the Commissioners a claim for Seven Hundred and Twenty two  $\$722$  Dollars which claim was for work and labor done and performed by the said B. Bruce Robinson under a contract, made with the Commissioners on the 5th day of October A. D. 1880 to improve a road petitioned for by said B. Bruce Robinson and others on the 21st day of April 1880, which said improvement the Commissioners were perpetually enjoined from making as is fully shown in the proceedings in the Court of Common Pleas Court of Union County Ohio in case Number 3764 and in the District Court of said County Case Number 80 which said claim for said sum of Seven Hundred and twenty  $\$722$  Dollars the said did, without authority of law, allow, and in order to create a fund out of which money, the said sum of Seven Hundred and twenty two  $\$722$  Dollars, could be paid the said Commissioners wrongfully, unjustly, and without authority of law, did add to the assessment that had already been made by the committee appointed to apportion the estimated expense as aforesaid against the lands of the said plaintiff William H. Wolford and each of the other plaintiffs whom he represents twenty two per cent and did thereby unjustly, wrongfully, and without authority of law increase the assessment that had been made by said committee more than one fifth. The said William H. Wolford further says that he and the others whom he represents, have tendered to the said William H. Cray as Treasurer of said Union County aforesaid all the taxes and assessments due on each of their said tracts of lands except the said twenty two per cent of the assessment which was wrongfully, unlawfully, and without authority of law added by the Commissioners as aforesaid to pay the said claim of Seven Hundred and twenty two  $\$722$  Dollars as aforesaid, and the said William H. Wolford further says that the said Treasurer, refused to receive any portion of the taxes and assessments due on his lands and the lands of the others whom he represents unless the said twenty two per cent unlawfully assessed as aforesaid was also paid at the same time and he says that the said defendants, unless restrained by the order of this Court will proceed to add the penalty fixed by law for the non payment of taxes, and to distrain property for collection of the same and that great and irreparable injury will be done the plaintiffs thereby. Wherefore plaintiffs prays the Court for a temporary order restraining the said defendants from collecting or

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attempting the said twenty-two per cent added by the commissioners to the assessment made by the committee appointed to assess the estimated expense of improving the said road and that upon the final hearing hereof they may be perpetually enjoined from collecting or attempting to collect the same and for all other relief J.B. Sutton, Atty for Plaintiffs.

The State of Ohio, Union County, ss.

William H. Wolford being first duly sworn according to law says the facts stated and allegations of the foregoing petition are true.

William Wolford.

Sworn to before me and subscribed in my presence by the said William H. Wolford this 13<sup>th</sup> day of January A.D. 1887.

J. L. Burgner, Clerk of Court of Com Pleas, Union County, Ohio.

We hereby waive the issuing and service of summonses and enter our appearance herein, this Nineteenth day of January A.D. 1887.

Commissioners, Auditor & Treasurer above named.

By Brodrick & Mc Campbell, Attorneys.

Waiver of  
summonses  
No. 5236

Afterward, on the 15<sup>th</sup> day of Jan. A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

William Wolford et al. vs. Court of Common Pleas, Union County, Ohio. On motion of plaintiffs, by their attorney, it is ordered that, on an undertaking being given in the sum of Five Hundred Dollars (\$500<sup>00</sup>), with securities to the approval of the Clerk of the Court of Common Pleas of Union County, Ohio, an injunction be allowed to issue herein as prayed for in plaintiffs petition until the further order of some Court of competent jurisdiction. Done at Chambers at Bellefontaine, Ohio, this 15<sup>th</sup> day of January A.D. 1887. John A. Price, Judge of Court of Common Pleas 3<sup>rd</sup> subdivision, 10<sup>th</sup> Judicial District of Ohio.

Entry.

Afterward, on the 18<sup>th</sup> day of Jan. A.D. 1887, the following Undertaking was filed with the Clerk of said Court, to wit:

William H. Wolford et al., Plaintiff vs. Union County Common Pleas. We bind our selves to the said Defendants in the sum of Five Hundred Dollars, that the said Plaintiff William H. Wolford shall pay to the said Defendants the damages they may sustain by reason of the injunction in this action if it be finally decided that the said injunction ought not to have been granted. William H. Wolford, J. P. Kristline. William <sup>his</sup> Bliss mark Attest J. B. Sutton.

Undertaking

This undertaking approved by me this 18<sup>th</sup> day of January, 1887. J. L. Burgner, Clerk of said Court.

Afterward, on the 27<sup>th</sup> day of January, A.D. 1887, the following Demurrer was filed with the Clerk of said Court, to wit: In the Court of Common Pleas of Union County, Ohio. No. 5236. Demurrer. William H. Wolford et al. Plaintiffs Against Uriah Bahill et al. Defendants.

Demurrer  
No. 5236

And now come the said defendants and demur to the petition of the said plaintiffs herein filed, and for ground thereof says: That said petition does not state facts sufficient to constitute a cause of action against these defendants. Brodrick & Mc-Campbell, Attorneys for Defendants.

Afterward, on the 9 day of Nov. A.D. 1887, the following entry was made on the Journal by the clerk of said Court, to-wit:

Entry. vs. William H. Wolford et al. } This day this cause came on to be heard upon the demurrer of the defendants to the petition of the plaintiffs and was argued by counsel: On consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well and the same is therefore overruled, and the said defendants not desiring to further plead the injunction heretofore granted herein be made perpetual as prayed for in the said petition, and that the defendants pay the costs herein taxed at \$

Attest, John D. Burgher, Clerk. By Kelle 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 Mansville, within and for the County of Union, of the Third Subdivision of the Sixth 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 seven. Here to fore, to-wit, on the 15 day of Oct. A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition. vs. J. W. Robinson } Court of Common Pleas, Union County, Ohio. Petition, Malin Burris, Eva W. Burris, Nancy A. Gray, Albert Gray & Joseph W. Cummings } The plaintiff says that on the 31 of Jan'y 1885 Malin Burris, Eva W. Burris executed to Marvine A. Gray aforesaid her mortgage deed for the following real estate situate in Union County Ohio, to-wit: part of survey No. 7022 Beginning at a stone two surveys N. Westerly corner to survey No. 2598 and in the Southerly line of said survey No. 7022 thence with said line N. 55 E. 195 7/10 poles to a stone and three Iron woods corner to lands formerly owned by Orsamus Poling, thence with westerly line of said lands N. 33 1/4 W. 32 60 poles to a stone in the centre of the Blue road thence with the centre of said road N. 82 1/4 W. 165 poles to a stone in the centre of the Allen Centre & Newton road thence with the centre of said road S. 5 1/2 W. 76 60 poles to a stone corner to John W. Wells land thence with the Easterly line of said land S. 35 E. 49 10/100 poles to the beginning containing 88 7/100 acres more or less to secure the payment of two notes of same date Jan'y 31, 1885 one due Nov. 11 1890 & one due Nov. 11, 1891 & both on six per cent interest payable annually from Nov. 11, 1884 & there is due as interest the sums following on said two notes, to-wit: fifty seven dollars Nov. 11, 1885, fifty seven dollars Nov. 11, 1886 & there will be fifty seven dollars due Nov. 11, 1887 as interest aforesaid with interest on each sum from the time the same

was due - of Oct. 1885 & of the Record 21 1885 - & prior to the amount Marvine A. Gray assigned the same on the following lots No. 160 & extending & occupied partly said interest pay page 338 persons best & notes gaged. copy of w est. from interest on Malin B. bert Gray The State Union C. believes th Swor Seal # 4 On four hund cent from # 47 On hundred per. cent. Waiver I he appeara No. 5423 To Præcipe Albert & obtain from Ab

was due - said notes & mortgage were duly assigned to the plaintiff on the 19<sup>th</sup> of Oct. 1885 which mortgage was duly recorded March 17<sup>th</sup> 1885 on page 182 vol 19 of the Records of Deeds of said County & said assignment was recorded Oct. 21 1885 - That said J. W. Cummings also holds a mortgage on said land prior to the said mortgage held by plaintiff but plff. is unable to state the amount remaining unpaid thereon. The plaintiff further says the said Marnie A. Gray & her husband Albert Gray on said 19<sup>th</sup> of Oct. 1885 when they assigned to plaintiff said notes & mortgage guaranteed the payment of the same as the same became due & also executed to plaintiff their mortgage on the following real estate in Marysville of said County to wit forty feet off of the lots No. 16 & 17 of said village at the junction of Mathiot street & Main street & extending West to the part of said lot owned by A. S. Chapman & now used & occupied as a shop by said Albert Gray to secure said guaranty & availing said notes & interest to be paid as they become due at 8 per cent interest payable annually which mortgage was also recorded Oct. 21. 1885 on page 338 of vol. No. 21 of said Records. The plaintiff prays that all of said persons be made defendants herein & that an account be taken of said interest & notes & that an order of sale be granted of said lands & of said lot so mortgaged. Second. The plaintiff says he is the owner of the two notes a copy of which is hereto attached the sum of fifty seven dollars with interest from Nov. 11 1884 & fifty seven dollars with interest from Nov. 11 1886 as interest on said notes past due & he therefore prays judgment against said Malin Burris & Eva W. Burris as principals & said Marnie A. Gray & Albert Gray as guaranties at 8 per cent interest. J. W. Robinson in person.

The State of Ohio.

Union County, ss & J. W. Robinson being duly sworn deposes & says he believes the allegations of the foregoing petition are true. J. W. Robinson.

Sworn to before me & signed in my presence this 15<sup>th</sup> of Oct. 1887.  
 [Seal] John L. Burquer, Clerk.

Copy of Note 1<sup>st</sup>

\$ 475-

Marysville, Jan'y. 31<sup>st</sup> 1885.  
 On Nov. 11, 1890 I promise to pay to the order of Marnie A. Gray four hundred & seventy five dollars at Marysville with interest at 6 per cent from Nov. 11. 1884 payable annually. Value rec'd.  
 Malin Burris. Eva W. Burris.

Copy of Note. 2

\$ 475-

Marysville Jan'y. 31. 1885.  
 On Nov. 11 1891 I promise to pay to the order of Marnie A. Gray four hundred and seventy five dollars at Marysville with interest at 6 per cent from Nov. 11. 1884 payable annually. Value rec'd.  
 Malin Burris. Eva W. Burris.

Waiver

I hereby waive the issuing and service of process and enter my appearance herein as Admr. of Robert Smith Deed.

No. 5423

J. W. Cummings, Bly Robinson & Piper, his Attys.  
 To the Clerk: Issue summonses for Malin Burris, Eva W. Burris, Albert Gray & Marnie A. Gray & endorse petition to foreclose mortgage & obtain personal judgment for interest on two notes \$57 with interest from Nov. 11. 1885 & \$57 with interest from Nov. 11. 1886 & other relief.  
 J. W. Robinson

Process

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Afterward, on the 15<sup>th</sup> day of October 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:

Summons

No. 5423

We command you to notify Malin Burris, Eva W. Burris, Albert Gray, Marice A. Gray that they et al. have been sued by J. W. Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 12<sup>th</sup> day of Nov. 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 24<sup>th</sup> day of October A. D. 1887. Witness my hand and the seal of said Court, this 15<sup>th</sup> day of October A. D. 1887.

{Seal}

John L. Burgner, Clerk.

Endorsed: In action to foreclose <sup>mortgage and obtain</sup> personal judgment for interest on two notes \$57<sup>00</sup> with interest from Nov. 14, 1885 - \$57<sup>00</sup> with interest from Nov. 11, 1886, & other relief. J. W. Robinson, Plaintiff's Atty.

Said Writ returned and filed Oct. 24<sup>th</sup> 1887, endorsed as follows, to wit:

The State of Ohio,

Sheriff

Return

No. 5423

Union County, ss.: Received this Writ Oct. 15<sup>th</sup> A. D. 1887, at 2 o'clock P. M. and pursuant to its command, on the 22<sup>nd</sup> day of Oct. A. D. 1887, I served the same by handing a certified copy of this writ with the endorsements thereon to the within named defendants Malin Burris and Albert Gray and by leaving a certified copy of the same at the usual place of residence of the within named defendants Eva W. Burris and Marice A. Gray. Clerice 75 Mileage 1.60 Copy 80 Total \$3.15 M. Hopkins, Sher.

Afterward, on the 14<sup>th</sup> day of Nov. A. D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:

J. W. Robinson

Entry

vs

No. 5423

Malin Burris, Eva Burris, Marice A. Gray, Albert Gray & J. W. Robinson. This day came the plaintiff & the Court finding that Defendants have been duly brought into Court & made parties to this action, and the Court being fully advised in the premises do find the allegations of the plaintiff's petition to be true & that there became due to plaintiff on the 11<sup>th</sup> of Nov. 1885 as the first years interest on said two notes in the petition described the sum of \$57 and a like sum Nov. 11, 1886 and a like sum Nov. 11, 1887 & there is due plaintiff interest on said interest to this date Nov. 14, 1887 all amounting to the sum of \$181<sup>00</sup> in full of interest to Nov. 11, 1887 & therefore it is considered ordered and adjudged by the Court that the plaintiff recover of the defendants Malin Burris and Eva Burris the said sum of one hundred and eighty one & 00/100 dollars & his costs herein taxed to \$ Further the Court find that said sum is due plaintiff & is a lien on the land in said petition described as set up in said petition. Therefore it is considered ordered and decreed by the Court that if the defendants fail for five days to pay the said interest found due as aforesaid that an order of sale issue to the sheriff of this county commanding him to appraise, advertise & sell said premises according to law & bring the proceeds into Court. And as to all

other question

Pleas begun and the Court of the State right here A. D. 1887. W. G. R. vs

Petition

No. 5379

Plaintiff J. E. T. for were g. late of said County of said Ad. said Ad. a copy of is hereto ther that said Ad. three & 17/100 January ant has a ten requ the follow one for all quart D. July 21<sup>st</sup> W. defendant three & 17/100 A. D. 1887. State of O Union C says the as he veri Sav this 17 de he case and aft

Waiver of Summons

other questions this cause is continued and reserved for future adjudication.

Attest John L. Burquer, Clerk.  
By Nellie Roney, Deputy.

Plas before His Honor John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union of the Third Subdivision of the Tenth Judicial District, of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord one thousand eight hundred and eighty seven. Heretofore, to-wit: on the 17<sup>th</sup> day of Sept. A.D. 1887, the following Petition was filed with the Clerk of said Court to-wit:

Petition.  
No. 5379

W. G. Roots, Plaintiff.  
vs  
J. G. Turner Exr. of Estate of Adeline Stewart Deceased. Defendants.

Court of Common Pleas Union County Ohio. Petition.

Plaintiff says: That on the 11<sup>th</sup> day of February A.D. 1887 the defendant J. G. Turner was duly appointed and qualified and letters of Executor were granted to him as the Executor of the estate of Adeline Stewart late of said County of Union deceased by the Probate Court of the said County of Union. Plaintiff further says that during the life time of said Adeline Stewart and at the special instance and request of the said Adeline Stewart he rendered professional services as a physician a copy of the account of which services as rendered marked "Exhibit A" is hereto attached and made a part of this Petition. Plaintiff says further that there is now due him and unpaid from said defendant as said Administrator on said account the sum of sixteen hundred fifty three & <sup>17</sup>/<sub>100</sub> Dollars (\$165-3<sup>17</sup>/<sub>100</sub>) with interest thereon from the 20<sup>th</sup> day of January A.D. 1887. The said plaintiff further says that said defendant had not paid said sum of money or any part thereof although often requested so to do but made endorsement on said account in the following form to-wit: "The within account being presented to me for allowance as a claim and debt against the estate of Adeline Stewart Deceased the same is hereby disallowed and rejected. Dated July 21<sup>st</sup> 1887. J. G. Turner, Executor."

Wherefore said plaintiff prays judgment against said defendant as said Executor for said sum of sixteen hundred fifty three & <sup>17</sup>/<sub>100</sub> Dollars (\$165-3<sup>17</sup>/<sub>100</sub>) with interest from the 20<sup>th</sup> day of January A.D. 1887. Robinsons and Piper, Attorneys for Plaintiff.

State of Ohio.  
Union County, ss. W. G. Roots being duly sworn according to law says the statement of fact and allegations in his foregoing petition are as he verily believes true.

Sworn to by said W. G. Roots and by him subscribed before me this 17 day of September A.D. 1887. J. F. Granger J.P.

Waiver of Summons hereby waive the issuing and service of process in the within case and enter my appearance in the same. J. G. Turner Exr.

Afterward, on the 24<sup>th</sup> day of Oct. A.D. 1887, the following Answer was

Filed with the clerk of said Court, to-wit:

Answer.

W. G. Roots, Plaintiff  
Against

Court of Common  
Pleas, Union County,  
Ohio.

No. 5379

J. G. Turner Admin. of Estate of Adeline Stewart, Deceased.  
Defendant.

Answer.

First ground of defense:

The defendant for answer to plaintiff's petition says: That all the items of plaintiff's account, prior to the 17 day of September A.D. 1881, and of the amount of \$<sup>100</sup> did not accrue within six years before this action was commenced, and the plaintiff ought not to recover upon that portion of his account because the same is barred by the statute of limitations. Second Ground of defense: Defendant says that he has no knowledge whatever, as to the facts in relation to plaintiff's account sued upon, and therefore he denies each and every allegation in relation thereto, and asks to be dismissed with his costs. Porter & Porter, Attorneys for Defendant.

The defendant, J. G. Turner, being sworn makes oath that the facts stated in the foregoing answer are true as he believes. J. G. Turner.

Sworn to by J. G. Turner before me, and signed by him in my presence this 24 day of October, A.D. 1887.

[Seal]

John L. Burgner, Clerk.

Afterward, on the 1<sup>st</sup> day of Nov. A.D. 1887, the following amended Answer was filed with the clerk of said Court, to-wit:

Answer.

W. G. Roots, Plaintiff  
Against

Court of Common  
Pleas, Union  
County, Ohio.

J. G. Turner Admin. of Estate of Adeline Stewart Deceased.  
Defendant.

Answer.

First Ground of Defense: The defendant for answer to plaintiff's petition says that all the items of plaintiff's account prior to the 17 day of September A.D. 1881, and of the amount of \$<sup>100</sup> did not accrue within six years before this action was commenced, and the plaintiff ought not to recover upon that portion of his account because the same is barred by the statute of limitations. Second Ground of Defense: Defendant says that he has no knowledge whatever, as to the facts in relation to plaintiff's account sued upon, and therefore he denies each and every allegation in relation thereto.

Third Ground of Defense: Defendant says that this ground of defense is founded upon a promissory note for the unconditional payment of money only of which the following is a copy, to-wit:

Millford Center, O. June 8<sup>th</sup> 1885.

One year after date I promise to pay Adeline Stewart or Order Three Hundred & Twenty Five <sup>325</sup>/<sub>100</sub> Dollars. Value received with int at 8% per. an. at Millford Center Bank. W. G. Roots.

There are no credits on said note, and there is now due to the defendant as such Administrator from the plaintiff upon said note the sum of Three Hundred and Twenty Five dollars with interest at Eight per cent from the 8<sup>th</sup> day of June 1885.

Fourth Ground of Defense: Defendant says that this ground of defense is founded upon a promissory note for the unconditional payment of money only of which the following is a copy, to-wit:

Millford Center O. Nov. 29<sup>th</sup> 1886.

Thirty days after date I promise to pay to Adeline Stewart or Order

( \$ 111.60 ) on

There such Ad dred and day of No third and plaintiff m judgakeric The ed in the November

Reply.

No. 5379

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[Seal]

Entry.

No. 5379

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( $\$$  111.60) one hundred and eleven  $\frac{7}{100}$  for value recd. Int. at 10% per an.

W. G. Roots.

There are no credits on said note, and there is now due to the defendant as such Administrator from the plaintiff upon said note the sum of One hundred and eleven  $\frac{7}{100}$  Dollars ( $\$$  111.60) with interest at ten per cent from the 29<sup>th</sup> day of November 1886. The defendant asks that the claims set forth in the third and fourth grounds of defense be set off against any claim that the plaintiff may have against the defendant, and that the defendant have judgment for the balance. Porter & Porter, Attys for deft.

The defendant, J. G. Turner, being sworn makes oath that the facts stated in the foregoing answer are true as he believes. J. G. Turner.

Sworn to by J. G. Turner before me and signed by him this 1<sup>st</sup> day of November A. D. 1887. Deal John L. Burgner, Clerk.

Afterward, on the 2<sup>nd</sup> day of Nov. A. D. 1887, the following Reply was filed with the Clerk of said Court, to wit:

Reply. W. G. Roots, vs J. G. Turner Adm'r & c

Court of Common Pleas, Union County Ohio.  
Reply.

No. 3379 The plaintiff for Reply to the Answer of Deft. says that his said account is a running account of charges from day to day with payments made thereon & no demand for payment as settlement was made and the several credits made in said petition were payments made on said account at the times therein mentioned & therefore the plaintiff denies the allegation of said answer that the items of said account prior to Sept. 15, 1881 did not accrue within six years & are barred by the statute of limitations & therefore plaintiff prays judgment &c Robinson & Piper, Attys for plff.

The State of Ohio, Union County, ss. W. G. Roots being duly sworn deposes & says he believes the allegations of the foregoing Reply are true. W. G. Roots. Sworn to before me & signed in my presence this 2<sup>nd</sup> of Nov. 1887. Deal J. L. Burgner, Clerk.

Afterward, on the 9<sup>th</sup> day of Jan'y A. D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. W. G. Roots, Plaintiff, vs J. G. Turner, Executor of Estate of Adeline Stewart, Deceased. Money Only.

No. 3379 This day Defendant came on this cause to be heard by the Court both parties waiving a trial by jury. Whereupon the Court being fully advised in the premises find that only such of the items charged in the petition should be allowed as are sustained by the original entries of the books kept by plaintiff and made therein at the time of the professional services and further find that payments were made on the account from time to time so as to prevent the statute of limitations becoming a bar to any part of the account therefore the Court find that the whole account due plaintiff from the defendant's estate as claimed in his petition to be  $\$$  146.56 including interest from the time of the death of said Stewart and after deducting the payments made

on said account as credited thereon and further that the notes set up in defend-  
ants answer as offsets to said account amount to \$516.<sup>00</sup> leaving a balance  
of \$947.<sup>75</sup> with interest from the 9<sup>th</sup> day of January 1888. It is therefore consider-  
ed ordered and adjudged by the court that the plaintiff recover of the defend-  
ant as said executor the said sum of nine hundred forty seven & <sup>75</sup>/<sub>100</sub> Dollars  
(\$947.<sup>75</sup>) found due as aforesaid to be paid out of said estate with interest from  
Jan'y. 9<sup>th</sup> A.D. 1888 together with the costs herein taxed to \$

Attest. John L. Burgner, Clerk.  
Ray Nellie Honey, Deputy.

Pleas before His Honor, John A. Price, Judge of a Court of Common Pleas,  
begun and held at the Court House, in the town of Marysville, within  
and for the County of Union, of the Third Subdivision of the Sixth Judic-  
ial District of the State of Ohio, on the 24 day of October, in the year of our  
Lord, one thousand eight hundred and eighty seven. Heretofore, to wit, on the  
8<sup>th</sup> day of Oct. A.D. 1887, the following Petition was filed with the Clerk of said Court,  
to-wit:

Petition James W. Robinson, plff.

vs H. M. Haines, R. J. Haines.

No. 5411

H. R. Cahill & Clement W. Cahill, Defts.

Court of Common Pleas Union County,  
Ohio. Petition.

The said plaintiff says he is the bona fide owner of the promissory note against H. M. Haines (a copy of which with endorsements is hereto attached and there is due to plaintiff as the assignee of said note from the maker thereof H. M. Haines the sum of seven hundred and sixty five dollars with interest from Sept. 1<sup>st</sup> 1887 & there-  
fore he prays judgment thereon for said sum against said H. M. Haines.  
Second. The said plaintiff says that on the 22<sup>nd</sup> of August A.D. 1885 at the County of Union aforesaid said H. M. Haines & his wife R. J. Haines exe-  
cuted to said H. R. Cahill & Clement W. Cahill his promissory note a copy of which is hereto attached and at the same time executed & delivered to them a deed of mortgage for the following real estate on said County to secure said note & two other notes therein described which other notes were paid to said Cahills but the said note due Sept. 1, 1887 described in said mortgage re-  
mains unpaid & is due & the same with said note were about the 1<sup>st</sup> of April 1887 duly assigned by said payee, A. R. Cahill & Clement W. Cahill in part payment of 2<sup>0</sup> acres of land in said County known as the Fred Moore place & which note & mortgage they represented to be unpaid in full force & good. Said plaintiff hath a mortgage lien on said mortgaged real es-  
tate which is described as follows, Being the East half of the C. T. Cahill farm commencing at the corner of Enos Cahill & Maggie Martins land in the center of the Essex & East Liberty road thence southwardly with the West line of Enos Cahill's land to the corner of Enos Cahill & B. J. Cahill's land in the Treaty line thence westerly with the treaty line to the center of the C. T. Cahill farm thence northwesterly with the center of said farm to Mag-  
gie Martins South land line thence easterly with her south line to the be-  
ginning containing 40 acres. - Said mortgage was recorded Aug. 24/1885 on page 306 of vol. No. 22 = The Clerk of this Court by mistake signed a

Practise for \$765

Summons was issued

Sherriff's Return

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pretended cancellation of said mortgage which so far as said \$765 note is concerned is void & without authority of law. Plaintiff says there is due him on said note & mortgage the said sum of seven hundred & sixty five dollars with interest from Sept. 1<sup>st</sup> 1887. & therefore he prays for a judgment decree & order of foreclosure & sale of said real estate so mortgaged to secure said note & for other proper relief. J. W. Robinson in person.

Copy of Note.

\$765

Byhalia Ohio. August 22. 1885.

On the first day of Sept. 1887. I promise to pay H. R. Cahill and Clement W. Cahill seven hundred and sixty five dollars for value recd this note is secured by mortgage on real estate. H. M. Haines Endorsed on its back. Clement W. Cahill, H. R. Cahill.

Attest S. S. Gardner

The State of Ohio. J. W. Robinson plaintiff being duly sworn deposes & says he believes the allegations of the foregoing petition are true. J. W. Robinson.

Sworn to before me & signed in my presence by J. W. Robinson plff. this 8<sup>th</sup> of Oct. 1887.

[Seal]

John L. Burgner, Clerk.

Præcipe

To the Clerk of the Court: Issue summons & endorse petition for \$765 with int. from Sept. 6. 1887. & to foreclose mortgage. J. W. Robinson.

Afterward, on the 8<sup>th</sup> day of Oct. 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 H. M. Haines, R. J. Haines, H. R. Cahill and Clement W. Cahill that they have been sued by J. W. Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 5<sup>th</sup> day of Nov. 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 17<sup>th</sup> day of October, A. D. 1887. Witness my hand and the seal of said Court, this 8<sup>th</sup> day of Oct. A. D. 1887. [Seal] John L. Burgner, Clerk.

Endorsed: In action to foreclose mortgage - Amount claimed \$765.00 with int. from Sept. 1<sup>st</sup> 1887. J. W. Robinson, Plaintiffs, Atty. Said Writ returned & filed Oct. 17<sup>th</sup> A. D. 1887. endorsed as follows, viz:

The State of Ohio. Union County, ss. Received this Writ Oct. 8. A. D. 1887, at 2 o'clock P. M. and pursuant to its command, on the 14<sup>th</sup> day of Oct. A. D. 1887. I served the same by leaving a certified copy of this writ with the endorse-ments thereon at the usual place of residence of the within named defendants H. M. Haines, H. R. Cahill and Clement W. Cahill and by handing a certified copy of the same to the within named defendant R. J. Haines. Service 70 Mileage 3.86 Copy 80 Total \$5.06 M. Hopkins, Sheriff.

Afterward, on the 14<sup>th</sup> day of Nov. A.D. 1887. the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry  
No. 5411

*vs*  
H. M. Haines, R. J. Haines,  
H. R. Cahill, Clement W. Cahill. }  
This day came on this cause to be heard by the Court whereupon the Court being fully advised in the premises do find the allegations of said petition to be true, but find that said H. M. Haines has since the commencement of this suit made three payments to-wit: twenty dollars & ten dollars & three hundred dollars leaving now due & unpaid the sum of four hundred and forty & <sup>50</sup>/<sub>100</sub> dollars \$442<sup>50</sup>/<sub>100</sub> with interest from Nov. 1<sup>st</sup> 1887 and the court find that plaintiff has on the payment of the \$300. released eight acres of the land in the petition described which said H. M. Haines has conveyed to Alexander Cahill leaving 32 acres thereof on which said \$442<sup>50</sup>/<sub>100</sub> remains the first lien. It is therefore considered and adjudged by the Court that plaintiff recover of the said H. M. Haines said sum of four hundred and forty two & <sup>50</sup>/<sub>100</sub> dollars & costs taxed to \$ and the court further order & decree that said H. M. Haines pay said \$442<sup>50</sup>/<sub>100</sub> & interest & costs in five days & in default thereof that an order of sale issue for the land in said petition described except the 8 acres which has been conveyed to Alexander Cahill, & sell the same according to law to pay said decree for \$442<sup>50</sup>/<sub>100</sub> & interest from the 1<sup>st</sup> of Nov. 1887 & the costs herein 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 24<sup>th</sup> day of October, in the year of our Lord one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 11<sup>th</sup> day of Oct. A.D. 1887, the following Petition was filed with the Clerk of said Court to-wit:

Petition  
No. 5415

Fleck & Chapman, Plaintiffs. } The State of Ohio, Union County,  
Bridget Keeshan, Defendant. } Court of Common Pleas.  
*vs* } Petition

Said Plaintiffs say, they are a firm doing business in the State of Ohio, under the firm name of Fleck & Chapman; on the 14<sup>th</sup> day of Oct. 1886, they filed their Mechanics Lien with the Recorder of Union County, Ohio, a copy of which is hereto attached against the Defendant for material furnished her by contract with defendant, claiming a balance of \$23. Said mechanics lien was upon the following described Property situated in the village of Milford Center, County of Union, State of Ohio, and known as follows - Beginning in the centre of the State Road running from Milford Centre to Marysville. Thence upon a line of said lot and lot belonging to the estate of William Gabriel deceased, 16 rds. to the East line of the C.C. & F. R.R. Thence with East line of said R.R. in a northerly direction to the corner of a lot known as the Kennedy Lot, and now owned by Robert Lee, thence in an Easterly direction to the center

Sheriff's Return

Said The State of Ohio, Union County, pursuant same by the within Copy 20

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of said road on said line. Thence with the centre of said road to the place of beginning. Part of Survey number 4278, excepting therefrom a strip of the North end of the above described premises 45 feet wide on the said Millford Centre & Marysville Gravel road, and running back to the said R.R., conveyed by said Eli P. Piper to Rodney Gabriel of which deed reference is here by made. No part of said claim has been paid since the filing of said Mechanics Lien, and there remains due thereon the sum of \$23 with interest thereon from Oct. 14, 1886. Plaintiffs therefore pray that they have an order of foreclosure upon said property of said Defendant, and that the same may be sold to pay said claim and interest and cost and for all proper relief. J.M. Kennedy, Atty. for Plaintiffs.

State of Ohio.  
 Union County, ss. A. S. Chapman being duly sworn, says the facts and allegations of the foregoing petition are as he believes true. A. S. Chapman. Sworn to and subscribed by the said A. S. Chapman before me this 12<sup>th</sup> day of Oct. 1887. William Smith, Justice the Peace.

Principals. To the Clerk: Issue summons directed to the Sheriff of Union County, Ohio for Bridget Keeshan. Indorsed foreclosure of Mechanics Lien prayed for. J.M. Kennedy, Atty for Plaintiff.

Afterward on the 11<sup>th</sup> day of Oct. A.D. 1887 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 Bridget Keeshan that she has been sued by Clerk & Chapman in the Court of Common Pleas of Union County. And that unless she answers by the 12<sup>th</sup> day of Nov. A.D. 1887 the petition of said plaintiffs against her filed in the Clerk's Office of said Court, such petition shall be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 24<sup>th</sup> day of Oct. A.D. 1887. Witness my hand and the seal of said Court, this 11<sup>th</sup> day of Oct. A.D. 1887. Seal John L. Burquer Clerk.

Endorsed: In action for foreclosure of Mechanics Lien. J.M. Kennedy, Plaintiffs Atty.  
 Said Writ returned & filed Oct. 24, A.D. 1887. Endorsed as follows, to-wit:

Sheriff's Return. The State of Ohio.  
 Union County, ss. Received this Writ Oct 11 A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 22<sup>nd</sup> day of Oct. A.D. 1887, I served the same by handing a certified copy of this writ with the endorsements to the within named defendant Bridget Keeshan. Service 30 Mileage. 80 Copy. 20 Total 1.30 M. Hopkins, Sher.

Entry. Afterward on the 15<sup>th</sup> day of Nov. A.D. 1887, the following Entry was made on the Journal, by the Clerk of said Court, to-wit:  
 Clerk & Chapman vs Bridget Keeshan. No. 5415 Entry.  
 This day this cause came on for hearing and the defendant being in default for answer or demurrer and the Court being fully advised in the premises do find that there is

due the said plaintiff from the defendant Bridget Keeshan \$24<sup>50</sup> and that the same is for material furnished as set forth in plaintiffs petition and that the same is a lien on the premises described in the petition by reason of the Mechanics Lien therein described and that said plaintiff is entitled to have said lien enforced. It is therefore considered that the plaintiffs Eick & Chapman recover from the defendant Bridget Keeshan the said sum of \$24<sup>50</sup> together with their costs herein expended and unless said judgment be paid within ten days from this date that an order issue to the sheriff of Union County, Ohio, commanding him to sell said premises as upon execution and of his proceedings he make due return to this Court.

Attest. John L. Burgher 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 Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore to wit: on the 8<sup>th</sup> day of Oct. A.D. 1887, the following Petition was filed with the Clerk of said Court, to wit:

*Petition*  
 Robinson Curry's Co. Plaintiffs  
 vs  
 John W. White & Marysville Saving Building & Loan Association Marysville O. Defendants  
 George O. Pritchard & Pritchard's wife, Defendants.

Court of Common Pleas  
 Union County, Ohio.

The Plaintiffs say they are a firm doing business under the name and style of Robinson Curry's Co. in accordance to law of Ohio in such case made and provided therein - The plaintiff say for his first cause of action. There is due plaintiff from the defendant, John W. White the sum of Fifty Seven Dollars and eighty six cents, which he claims, with interest from the 24<sup>th</sup> day of October 1885 on an account, a copy of which, with all credits, is hereto attached and marked "Exhibit A" and made a part of this petition. Second cause of action. The account in the first cause of action described accrued for labor and materials furnished by plaintiff on said John W. Whites order in erecting a dwelling house between the 8<sup>th</sup> day of April 1885 and the 16<sup>th</sup> day of July 1885 on certain premises of said John W. White described as follows. Commencing on the North west corner of J. A. Vigors lot commencing in the center of the Marysville and Delaware Gravel Road. Thence west with the center of said road, 4 rods, Thence South 20 rods, Thence East 4 rods, Thence North to the place of beginning containing one half acre more or less - Being Lot No. 53 Berfers addition to Dover in Survey No. 5735 - Said account accrued on the 16<sup>th</sup> day of June 1885. And on the 13<sup>th</sup> day of October 1885, plaintiff filed with the recorder of the County under the Statute provided for obtaining Mechanics liens an affidavit containing an itemized account of the amount and value of such work and labor, with all credits and offsets, with a statement of the amounts and times when the same should have been paid, which said lien is recorded in Vol. 3 page 2 of said Recorders office known as Lien Records. No part of said indebtedness has been paid. The defend-

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outs George Prichard Prichard Marysville Saving Building and Loan Association claim some interest in said premises but plaintiff claims the same to be subordinate to his lien, and asks that they be compelled to set same up or be forever cut off. The plaintiff therefore asks judgment against John W. White in said sum of Fifty Seven & 100 dollars with interest from October 24<sup>th</sup> 1885. And that in default of payment thereof said premises be sold and the proceeds applied to the payment of said debt, and for such other relief as is just. Cameron & Woodburn, Attys for Plaintiff.

State of Ohio  
 Union County, ss. W. L. Burry being duly sworn says that the facts stated and allegations made in the foregoing Petition are true as he verily believes.  
 W. L. Burry.

Sworn to before me and subscribed in my presence this 8<sup>th</sup> day of Oct. 1885.  
 [Seal] John L. Burger, Clerk.

Copy of Acct. Exhibit "A"  
 Marysville O Oct. 10<sup>th</sup> 1885 -

Mr. J. W. White.

In Acct with Robinson Burry & Co. Lumber Dealers.

April 3 <sup>rd</sup>	1000	Red Shingles		\$2.50
April 13 <sup>th</sup>	2750	Red Shingles	2.50	6.88
" 18	48 ft	Let. P. B.	2.00	96
	48 ft	Rims	2.50	1.20
	72"	Door Jambs	5.00	3.60
	24"	Window Sills	2.25	.54
	750	Red Shingles	2.50	1.88
" 20	48 ft	Wans Cot	2.80	1.34
	48 ft	some Mould	.75	.36
" 22	172	Red Shingles	2.50	3.75
	96 ft	B. B. Sill 200 x 36 ft		2.82
	335 ft	Siding 1/2 x 2 1/2 feet		9.22
	2750	Lath	2.75	7.56
" 28	32 ft	Siding 5/4 board strip		1.99
	400 ft	siding 600 feet flooring	2.00	20.00
	116 ft	fine 1800 Lath		4.96
June	125 ft	floor 72 ft Lath		3.58
June 16	30	3 Doors		3.75
				<u>\$77.86</u>

May 9 By Cash 10.00

" 18 " " 10.00

\$20.00 Balance due \$57.86

Præcipe. To Clerk. Issue Summons in the above case returnable according to law. Indorse Amount due \$57.86 with interest from Oct. 24. 1885. Foreclosure on Mechanics Lien. Cameron & Woodburn.

Summons. Afterward on the 8<sup>th</sup> day of October, A.D. 1887 the following Summons were issued by the Clerk of said Court, to-wit:  
 No. 5713 The State of Ohio.  
 Union County, ss. To the Sheriff of the County of Union Greeting:  
 We command you to notify John W. White and Marysville Building and

Loan Association, George Critchard and Pritchard his wife that they have been sued by Robinson Currys Co. in the Court of Common Pleas of Union County, and that unless they answer by the 5<sup>th</sup> day of Nov. 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 17<sup>th</sup> day of Oct. A.D. 1887. Witness my hand and the Seal of said Court, this 8<sup>th</sup> day of October A.D. 1887.

{ Seal } John L. Burgner, Clerk.

Endorsed: In action for foreclosure on Mechanics Liens.  
Cameron & Woodburn, Plaintiff's Atty.

Said writ returned & filed Oct. 17 A.D. 1887, endorsed as follows, to-wit:  
The State of Ohio.

Sherriff's Return. Union County, ss. Received this Writ Oct 8, A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 17 day of Oct. A.D. 1887, 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 defendants Geo. W. White and Mrs. Pritchard wife of the within named Geo. Pritchard and by handing a certified copy of the same to the within named Geo. Pritchard & John M. Brookrick Secy of the Marysville Building and Loan Association. Service 75 Mileage 1.12 Copy 80 Total \$ 2.67 M. Hopkins, Sher.

Afterward, on the 26 day of Oct. A.D. 1887, the following answer was filed with the Clerk of said Court, to-wit:

Answer. Robinson Currys & Co., Plaintiff. In the Court of Common Pleas of Union County, Ohio. No. 5413  
Against John W. White et al. Defendants. Answer & cross-petition of Marysville Savings Building & Loan Association Company.

And now comes the said defendant, the Marysville Savings Building & Loan Association Company and for answer by way of cross-petition to plaintiff's petition herein filed says: That it is an incorporated company under the laws of Ohio. The said John W. White on the 20<sup>th</sup> day of March A.D. 1885 made and delivered to this defendant, his promissory note of that date, of which the following is a copy:

\$200<sup>00</sup> Marysville, Ohio, March 20<sup>th</sup> 1885.

For value received, I promise to pay the Marysville Savings Building and Loan Association Company of Marysville, Ohio when the same shall cease and determine Two hundred (\$200.00) 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 One hundred and Forty four Dollars for precedence in taking the same. I promise to pay on said 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 One hundred and Forty four Dollars, bid for precedence, in taking said loan. I promise to pay in equal weekly installments of  $\frac{39}{100}$  Dollars each until

it shall be day of each day of each week after for the come due The Principal 1887, \$3.12 from Aug due to C The interest ar 27<sup>th</sup> 1887 1887 when note. A thereof, W and del thereby ca said pe over the the said will Sa will, Ohi Two hun White bei ing of the Two Dolle and hav said Ass value of a share of a hundred interest orments ly insta ded an he agree til it sho urday of ived in taxes on premi and for tion. Ab associati of stock, a property property

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 the non-payment of the weekly installments thereon, then this note to become due and collectible immediately. John W. White.

The indebtedness on said note is as follows:

Principal of note \$200.00 Premium from August 27<sup>th</sup> 1887 to October 22<sup>nd</sup> 1887, \$3.12 Interest from August 27<sup>th</sup> 1887 to October 22<sup>nd</sup> 1887, 1.84 Fines from August 27<sup>th</sup> 1887 to October 22<sup>nd</sup> 1887, .40 Total \$205.36 Credit for dues to August 27<sup>th</sup> 1887 \$46.25 Balance due on said note \$159.11

The said John W. White, or any one for him has not paid the dues, interest and premium due this defendant upon said note since August 27<sup>th</sup> 1887 and is in default for all such payments, since September 3<sup>rd</sup> 1887 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 thereof, the said John W. White and Lidia A. White, his wife, executed and delivered to this defendant their mortgage deed of that date, and thereby conveyed to this defendant the premises described in plaintiff's said petition. Said mortgage was conditioned as follows: Provided nevertheless, and these presents are upon this condition, that whereas the said John W. White has executed and delivered to the said Marysville Savings, Building and Loan Association Company of Marysville, Ohio, his promissory note of even date herewith, for the sum of Two Hundred Dollars upon the following conditions: Said John W. White being a member of the Association, and having at a regular meeting of the Association, bid a premium of One Hundred and Forty 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; he agrees to pay on said share of stock a weekly installment of twenty five cents; and on Two Hundred Dollars, the amount of said advanced loan, he agrees to pay interest at the rate of six per cent. per annum, in equal weekly payments (a rebate of interest being made at the end of each year for weekly installments paid on stock); and the said premium of One hundred and forty four dollars bid for precedence in taking said loan, he agrees to pay in equal weekly installments of  $\frac{39}{100}$  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. He also agrees to pay the taxes on the premises conveyed by these presents, the Fire Insurance premium on said property, ground rents thereon and all the fines and forfeitures according to the constitution and By Laws of said Association. Now if the said John W. White shall punctually pay to the said Association, or its assigns, the said weekly installments on said two shares of stock, and the interest and premiums 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 accord-

ing to the constitution and By-laws of said Association then these presents shall be void. But if the said John W. White 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, 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 9<sup>th</sup> day of April 1885 at 9 o'clock A.M. said mortgage was duly filed for record with the Recorder of Union County, Ohio, and was recorded in Volume 23 page 6 of the Records of Mortgages of Union County, Ohio. This defendant says that when the payments of dues, interest and premium on said note became due September 3<sup>rd</sup> 1887, the said John W. White did not pay the same and neither he or anyone for him has 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 been broken and said mortgage deed has become absolute. This defendant asks that in addition to said sum of \$157.<sup>40</sup> due on said note to October 22<sup>nd</sup> 1887, an account be taken of the dues, interest and premium to become due, that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof applied to the payment of said indebtedness, and for all other and proper relief in the premises. Brodrick & M<sup>rs</sup>. Campbell, Attorneys for said

The State of Ohio. Union County, ss. John M. Brodrick, being sworn, makes oath that he is the Secretary of said defendant the Mansville Savings, Building and Loan Association Company and that the facts stated in the foregoing answer & 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 26<sup>th</sup> day of October A.D. 1887.

[Seal]

John L. Burgner, Clerk.

Afterward, on the 24<sup>th</sup> day of Nov. A.D. 1887 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

No. 5413

Robinson Curry & Co. vs John W. White et al. This day came this cause on to be heard and the defendant John W. White being still in default for demurrer or answer to the petition this cause was submitted to the Court upon the petition and evidence. On consideration whereof the court finds that there is due to plaintiff from the defendant John W. White on account of the materials furnished as set forth in the petition the sum of sixty four <sup>70</sup>/<sub>100</sub> Dollars including interest until the first day of this term of Court and that the same is a lien on the premises described in the petition by reason of the Mechanics Lien therein described, and that said plaintiff is entitled to have said lien enforced. - The Court further find that said plaintiff is a firm doing business in Ohio as in said petition stated. It is therefore considered that the plaintiff recover from the defendant John W. White the said sum of sixty four <sup>70</sup>/<sub>100</sub> Dollars together with its costs herein expended. And that unless the said judgment and cost are paid within five days from this date, then an order may issue to the Sheriff of Union

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county Ohio, commanding him to sell said premises as upon execution and of his proceedings in the premises to make due return to this Court. And as to all questions of priority of liens, and as to the several amounts due to other defendants to this suit the cause is passed.

Attest. John L. Burgner, Clerk.  
By Willie 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 Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 22<sup>nd</sup> day of May, A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Petition. Morris W. Hill vs M. K. Baker and Eliza A. Baker his wife & E. E. Hagen. Court of Common Pleas, Union County, Ohio. Petition.

Clairtiffs say: On or about the 29<sup>th</sup> day of April 1884 the Defendants M. K. Baker and Eliza A. Baker executed and delivered to said plaintiff their promissory note of which the following is a copy, to-wit:

" \$300. Richwood, O. April 29<sup>th</sup> 1884. Two years after date we promise to pay to the order of Morris W. Hill Three Hundred dollars at Richwood O. Value received with interest at 8 per cent. per annum until paid. Eliza A. Baker M. K. Baker.

There are no credits or indorsements on said note. That on or about the said 29<sup>th</sup> day of April 1884 to secure the payment of said note the said M. K. Baker and Eliza A. Baker executed and delivered to plaintiff their mortgage deed and thereby conveyed to Plaintiff the following described premises to-wit: "All of Lot Numbered 663 and 664 in C. Burns Addition to Richwood in said county of Union Ohio. For further reference see Recorded Plat of said addition." The condition contained in said mortgage was in substance - That if said M. K. Baker and Eliza A. Baker 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 forever. On the 7<sup>th</sup> day of May 1884 at 9 1/2 o'clock A.M. said mortgage was filed with the Recorder of Union County Ohio for record and was duly recorded on the 8<sup>th</sup> day of May 1884 in Vol. 20 page 623 of Union County records of mortgages. Plaintiff is informed that the said defendant E. E. Hagen claims to have some lien upon said premises subject to said Plaintiff but Plaintiff is unable to state the nature or extent thereof & asks that he be required to set up his claim or be forever cut off from asserting the same. There is due plaintiff on said note the sum of \$300<sup>00</sup> with 8 per cent interest thereon from the 29<sup>th</sup> day of April 1884. Wherefore plaintiff prays Judgment against said Defendants M. K. Baker

and Eliza A. Baker for said sum of \$300<sup>36</sup> and 8 per cent interest thereon from the 29<sup>th</sup> day of April 1884 - that said mortgage be foreclosed - said premises be ordered to be sold - the priorities of lien determined - and the proceeds applied to the payment of plaintiffs claim & for all proper relief.

S. S. Gardiner, Atty for plff.

State of Ohio.

Union County, ss. Morris W. Hill being duly sworn says, he is the plaintiff in above case - that the facts and allegations in the foregoing petition are true as he verily believes. M. W. Hill

Sworn to and subscribed before me this 19<sup>th</sup> day of May 1886.

(Seal) W. J. Rucker, Notary Public for Union Co. O.

Præcipe No. 5409 To Clerk, issue summonses upon Petition for Defendants to Sheriff of Delaware Co. for M. K. & Eliza A. Baker returnable according to law and claimed \$300 & 8% int. from April 29/84 and foreclosure of mortgage. Gardiner.

Afterward, on the 22<sup>nd</sup> 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 Delaware Greeting:

summons We command you to notify M. K. Baker and Eliza A. Baker his wife that they have been sued by Morris W. Hill in the Court of Common Pleas of Union County, and that unless they answer by the 19<sup>th</sup> day of June A. D. 1886 the petition of said plaintiff Morris W. Hill 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 31<sup>st</sup> day of May A. D. 1886. Witness my hand and the seal of said Court, this 22<sup>nd</sup> day of May A. D. 1886. J. L. Burgner, Clerk.

Endorsed: In action for foreclosure of mortgage, Amount claimed \$300<sup>20</sup> with 8 of int. from Apr. 29<sup>th</sup> 1884. S. S. Gardiner, Plaintiffs Atty.

Sheriff's Return Said Writ returned and filed May 28 A. D. 1886, endorsed as follows, viz:

The State of Ohio,

Delaware County, ss. Received this Writ May 24<sup>th</sup> A. D. 1886, at 10 o'clock A. M. and pursuant to its command, on the 27<sup>th</sup> day of May A. D. 1886 I served the same by delivering to the within named defendants M. K. Baker and Eliza A. Baker by delivering to each of them a true and certified copy of this writ with the endorsements thereon. Service 43 - Mileage 1.12 Copy 30 Postage 4 Return & Doc. 25 Total 2.36

James E. White, Sheriff Delaware County, Ohio.

Afterward, on the 19<sup>th</sup> day of July, A. D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry. Morris W. Hill vs M. K. Baker et als. No. 5109 Entry. Now comes the plaintiff by his atty, and the Defendants M. K. Baker & Eliza A. Baker being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of \$353<sup>25</sup> with 8 per cent interest from this date. It is therefore considered by the court that the said M. W.

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All Plaintiffs recover of the said Defendants the said sum of \$353<sup>25</sup> and  
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ther find that in order to secure the payment of said note the Defendants  
M. K. Baker and Eliza A. Baker his wife executed and delivered to said Mor-  
ris W. Hill the plaintiff herein certain mortgage as in the Petition de-  
scribed and on the premises therein described. That said mortgage  
was duly recorded in book 20 page 623 of the records of Mortgages of Uni-  
on County and is the first and best lien on the premises described in the  
Petition. It is therefore considered and adjudged that unless the De-  
fendants shall within 5 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 plain-  
tiff the amount so found due as aforesaid with interest at 8 per cent  
from the date of this decree. The Defendants equity of redemption be fore-  
closed and said premises shall be sold and an order of sale shall is-  
sue herefor to the sheriff of Union County directing him to sell said  
premises as upon execution and bring the proceeds into court for fur-  
ther order.

Afterward, on the 6<sup>th</sup> day of August 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 - - Breasting:  
Order of  
Sale.  
Whereas, at a term of the Court of Common Pleas held at Marys-  
ville, in and for said County, on the 19<sup>th</sup> day of July A.D. 1886, in the  
No. 5709 cause of Morris W. Hill, Plaintiff, and M. K. Baker et al. Defendant,  
said M. W. Hill obtained a judgment or decree against the said M. K.  
Baker et al. for the sum of Three Hundred Fifty Three & <sup>25</sup>/<sub>100</sub> Dollars and  
700 Dollars costs of suit; And whereas, it was then and there by  
said Court ordered, adjudged and decreed, that the said defendants  
shall within five days from the 19<sup>th</sup> day of July, A.D. 1886, pay unto  
the said M. W. Hill the said sum of Three hundred fifty three & <sup>25</sup>/<sub>100</sub> Dol-  
lars with interest from 19<sup>th</sup> day of July 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 Judgments and ex-  
ecutions 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 \$ 353<sup>25</sup> with interest and costs have not been  
paid as aforesaid, as appears to us of record. You are therefore com-  
manded to proceed and appraise, advertise and sell, as aforesaid,  
the following lands and tenements, to-wit: Situated in town of  
Richwood County of Union and State of Ohio, bounded and described  
as follows: All of Lots numbered 663 and 664 in Beams Addition to  
Richwood, for further reference see recorded plat of said Addition.  
We therefore command you, that you proceed to carry said order, judg-  
ment and decree into execution agreeable to the tenor thereof, and that you  
expose to sale the above described Real Estate, under the Statute regulat-  
ing 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 6<sup>th</sup> day of August A.D. 1886.  
Seal J. L. Burquer, Clerk. W.M. Wenzel, Deputy Clerk.

The State of Ohio, Sheriff's Return.

Union County, ss. For obedience to the command of the Order of Sale heretofore made I did on the 17<sup>th</sup> day of August 1886 summon J.M. McAdams, George Smith and A. D. Hill three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 17<sup>th</sup> 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 Lot No. 663 at \$550.<sup>00</sup> Lot No. 664 at \$50.<sup>00</sup> 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 19<sup>th</sup> 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 18<sup>th</sup> day of September A.D. 1886, at 1 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 18<sup>th</sup> day of September A.D. 1886, at the time and place above mentioned proceed to offer said lands and tenements at public sale and there and there came M.W. Hill who bid for the same the sum of Three hundred and sixty seven Dollars for Lot No. 663 and Thirty three and 33/100 Dollars for Lot No. 664 and said sum being more than two-thirds of the appraised value thereof, and said M.W. Hill being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Three hundred and sixty seven Dollars for Lot No. 663 and Thirty three and 33/100 Dollars for Lot No. 664 Service 30 Summoning & Invearing Appraisers, 120 Conveying Appraisers 100 Writing Appraisal, 30 Copy of Appraisal, 30 Notice to Printer 30 Writing Notice 30 Mileage 2.56 Total \$6.26 Appraisers' Fees 3.00 Printers' Fees, 8.40 M. Hopkins

Afterward, on the 1<sup>st</sup> day of Oct. A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Entry. M. W. Hill vs. M. H. Baker, et al. In Order of Sale. Court of Common Pleas, Union County, Ohio. By virtue of the above 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, Sept. 18<sup>th</sup> 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 town of Richwood, County of Mason and State of Ohio, and bounded and described as follows: All of Lots No. 663 and 664, in Beers' addition to Richwood. For further reference see recorded plat of said addition. Lot No. 663 appraised at \$550; Lot No. 664 appraised at \$50. Terms of Sale, Cash. S.S. Gardner, Attorney, M. H. Hopkins Sheriff Union County, Ohio. p. 8. 40

State of Ohio  
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State of Ohio.

County of Union, ss.

E. Robert Smith, do make oath that the advertisement, of which the annexed is copy, was published for 5 weeks to wit, Aug. 19<sup>th</sup> & 26<sup>th</sup> of Sept. 2<sup>nd</sup>, 9<sup>th</sup> & 16<sup>th</sup> 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 1<sup>st</sup> day of Oct. A. D. 1886.

J. L. Burgner, Clerk.

Trial Entry not furnished

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Plas before the Honor. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Seventh Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 11<sup>th</sup> day of April, A. D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:

*Petition.*  
vs  
*No. 4518* Jas. E. Fouke, Plaintiff, } Court of Common Pleas, Union County, Ohio.  
George W. Loar, Delt. } Petition.  
George W. Loar made and delivered to plaintiff his promissory note of that date, and thereby promised to pay to plaintiff or order the sum of Sixty Two Dollars (\$62.00) on the 3<sup>d</sup> day of January A. D. 1884 with interest at 8 per cent from the date thereof for value received. 2<sup>d</sup> The defendant George W. Loar on the 30<sup>th</sup> day of January A. D. 1883 to secure the payment of said note, executed and delivered to the plaintiff his mortgage deed, and thereby conveyed to the plaintiff his heirs and assigns the following lands and tenements situate in said County of Union - In village of Unionville Center all of lot No. 23 in said village. The condition contained in said mortgage deed was in substance that if the said George W. Loar would pay or cause to be paid the said promissory note with the interest thereon when the same became due then the said mortgage was to be void otherwise to remain in full force and virtue in law. 3<sup>d</sup> On the 12<sup>th</sup> day of April A. D. 1883 the said mortgage was delivered to the recorder of said county to be by him entered on record and was by him recorded on the 10<sup>th</sup> day of May A. D. 1883 in Book 17 Page 37 of the record of mortgages for said county. 4<sup>th</sup> The said deed has become absolute - There is due and remaining unpaid upon said indebtedness the sum of Sixty Two Dollars with interest at 8 per cent from the 30<sup>th</sup> day of January A. D. 1883. 5<sup>th</sup> The plaintiff asks that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payments of said debt and execution awarded for the balance.

D. W. Ayers, Atty. for Plaintiff.

State of Ohio,

Union County, ss: Jas. E. Fouke being sworn says that he believes the facts stated and allegations in his foregoing petition to be true. Jas. E. Fouke.

Sworn to before me and signed by Jas. E. Fouke this day of April 1884.

*Seal* C. A. Ferguson, Mayor of the village of Unionville Center, Ohio, Clerk, Issue order of sale to Sheriff of Union Co. against Lot 23 Unionville Center said Co. Ayers.

*Craciceps*

Clerk, Issue Summons for the Sheriff of Union County for George W. Loar returnable according to law. Endorse "Action to foreclose mortgage - Amount claimed \$62.00 with interest at 8 per cent from January 1883. D. W. Ayers. ]

*Waiver of Summons*

I hereby waive the issuing of process and service by Summons and enter my appearance in the above entitled case. George W. Loar.

*Entry.*

Afterward on the 17<sup>th</sup> day of Dec. A. D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

*No. 4518*

Jas. E. Fouke vs Geo. W. Loar

This day this cause came on to be heard and upon motion of counsel

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*Answer.*

*No. 4518*

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The death of Jas. E. Foulk was suggested: and upon application Mrs. Foulk, Administratrix of the Estate of Joseph E. Foulk be made a party plaintiff - and David Loar made a party defendant with leave to file answer and cross-petition in 30 days from the rising of this Court, Upon consideration whereof it is ordered and adjudged that the said Administratrix be made a party plaintiff and David Loar a party Deft. with leave to plead as applied for.

Afterward on the 2<sup>d</sup> day of Feb. A.D. 1885. the following Answer was filed with the clerk of said Court, to-wit:

Joseph E. Foulk et als. Plaintiffs } Court of Common Pleas  
vs } Union County Ohio.  
George W. Loar et als. Defendants } Answer & Cross-Petition of James Loar.

The defendant James Loar by leave of the Court first had now comes and for his Answer and Cross-Petition in the above entitled case says: That his action is founded on a promissory note of which the following is a true copy with all the endorsements thereon -

#100 Two years from date we or either of us separately promise to pay or jointly promise to pay George Mitchell or assigns One hundred Dollars with ten per cent interest. David Loar.  
Nov. 3<sup>d</sup> 1875 George W. Loar.

Endorsements.

November the 22<sup>d</sup> 1877 - paid on the within note sixteen Dollars and fifty cents. - " January 8<sup>th</sup> 1878 - Paid on the within note Twenty five dollars - " March 4<sup>th</sup> 1878 - Paid on the within note (\$50.00) fifty dollars.  
2<sup>d</sup> On the 3<sup>d</sup> day of November A.D. 1875 David Loar and his wife Delila Loar and George W. Loar, to secure the payment of said note, executed and delivered to the said George Mitchell their mortgage deed of that date and thereby conveyed to the said George Mitchell his heirs and assigns the following lands bounded and described as follows. Situate in the county of Union and State of Ohio - to-wit the Lots No (23) and (25) Twenty Three and Twenty Five, in the Village of Unionville Center on the East Side of Rail Road Street in said Town. 3<sup>d</sup> The conditions contained in said mortgage Deed were - That if the David Loar and George W. Loar should pay or cause to be paid said promissory note when the same became due then said Deed was to be void otherwise to remain in full force and virtue in law - 4 - That on the 17<sup>th</sup> day of May for a valuable consideration the said note with the mortgage securing the same was duly assigned to this defendant and he has ever since and still is the bona fide holder and owner of said note and mortgage. That there is due and remaining unpaid on said note the sum of Sixty six (\$66.00) Dollars with interest from March 4<sup>th</sup> 1878. 6 - That on the 4<sup>th</sup> day of November A.D. 1875 said mortgage was left with the Recorder of said county to be by him recorded on the mortgage Record of said county and was by him recorded on the 17<sup>th</sup> day of November 1875 in Vol. 12 page 15 of said Record - 7 - The said defendant asks that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied to the payment of said indebtedness and execution awarded for the balance and for all proper relief.

D.W. Ayers, Atty for Deft James Loar.

Stat of Ohio.

Union County ss. D. W. Ayers being first duly sworn says, That the said James Loar is a resident of said county of Union and is now absent therefrom. That the facts stated and allegations in the foregoing Answer and Croff 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 2<sup>nd</sup> day of February A. D. 1885.

Chas. J. L. Burgner, Clerk.

Afterward on the 28<sup>th</sup> day of Mar. A. D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Entry.

Joseph E. Foulke

No. 4518

This cause now coming on for hearing, (after Elizabeth Foulke, the Administratrix of Joseph E. Foulke deceased, having been made a party plaintiff,) on the petition of the said plaintiff and the croff petition of James Loar, defendant, and the evidence, the Court find that the defendant George W. Loar has been duly served with summons in this case and the allegations of the petition and croff petition are thereby confessed by him to be true, and that there is due the plaintiff from the defendant George W. Loar on the promissory note set forth in the petition with interest to the first day of this term the sum of \$72 <sup>33</sup>/<sub>100</sub> Dollars - and that the plaintiff has the first mortgage upon the premises hereinafter described. The Court finds that there is due James Loar upon the note and mortgage described in his Answer and Croff-petition with interest from the first day of this term the sum of \$938 <sup>2</sup>/<sub>100</sub>. The Court further find that in order to secure the payment of the note described in the plaintiffs petition and the note described in the said Defendants Answer and Croff Petition, the said defendant George W. Loar executed and delivered to the said Joseph E. Foulke the plaintiff his certain mortgage, as in the petition, and on Lot No. 23 in the village of Unionville Center Union County, Ohio and also executed to the said James Loar his certain mortgage to secure the note described in his Answer and Croff-petition; and on Lot Nos 23 and 25 in said village. That the plaintiffs mortgage was duly recorded in book 17 Page 37 of the record of Mortgages in Union County Ohio - that the plaintiff has the first valid lien on said lot No. 23 and the said James Loar has the second valid lien on said lot No. 23. And the first valid lien on said lot No. 25 - and the conditions in both of said mortgages have been broken. It is therefore considered by the Court that the plaintiff recover from the defendant George W. Loar the said sum of \$72 <sup>33</sup>/<sub>100</sub> And that said James Loar recover from the said George W. Loar the said sum of \$93 <sup>84</sup>/<sub>100</sub> Dollars and their costs herein expended and it is further adjudged and decreed that unless the said defendant George W. Loar shall within three days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff and James Loar the sum so found to be due to them as aforesaid with interest from the day of A. D. 1885 the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefore to the Sheriff of Union County - directing him to appraise advertise and sell said premises (lots) separately as upon execution and report his proceedings to this court for further order.

Summons

No. 4518

Sheriff's Return.

Entry.

Order of Sale.

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Summons

No. 4516

Afterward, on the 5<sup>th</sup> 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 David Loar that he et al. have been sued by Elizabeth Fouke Adm'x of the estate of Joseph E. Fouke Deceased in the Court of Common Pleas of Union County, and that unless he answer by the 5<sup>th</sup> day of March A.D. 1887 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 14<sup>th</sup> day of Feb. A.D. 1887. Witness my hand and the seal of said Court this 5<sup>th</sup> day of Feb. A.D. 1887. J. L. Burquer, Clerk.

Sheriff's Return

Endorsed: In action for foreclosure of mortgage. D. W. Ayers, Plaintiff's Atty. Said Writ returned and filed Feb. 14<sup>th</sup> A.D. 1887, endorsed as follows: The State of Ohio. Sheriff's Return. Union County, ss. Received this Writ Feb. 5<sup>th</sup> A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 11<sup>th</sup> day of Feb. A.D. 1887, 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 David Loar. Service 30 Mileage 1.25 Copy 20 Total \$1.75 M. Hopkins, Sher.

Entry

Afterward, on the 24<sup>th</sup> day of Oct. A.D. 1887, the following Entry was made on the Journal by the clerk of said Court, to wit:

Jos. E. Fouke et al. vs Geo. W. Loar et al. 4518 This day came the plff by her atty and it appearing to the Court that the property described in the petition has been twice offered for sale and not sold for want of bidders, upon motion of plff, it is ordered by the Court that the appraisement heretofore made be set aside and that a new appraisement of said premises be had.

Order of Sale

Afterward, on the 25<sup>th</sup> day of Oct. A.D. 1887, 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 term of the Court of Common Pleas held at Mansfield, in and for said County, on the 28<sup>th</sup> day of March A.D. 1887, in the cause of Joseph E. Fouke, Plaintiff, and Geo. W. Loar et al. Defendants, said Joseph E. Fouke obtained a judgment or decree against the said Geo. W. Loar for the sum of Seventy two and <sup>33</sup>/<sub>100</sub> Dollars, and 700 Dollars costs of suit; And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Geo. W. Loar shall within days from the 28<sup>th</sup> day of Mar., A.D. 1887 pay unto the said Joseph E. Fouke the said sum of seventy two and <sup>33</sup>/<sub>100</sub> Dollars with interest from day of Feb. A.D. 1885 at the rate of 5 per cent. per annum, and to the clerk of this Court the costs of this action herein, taxed to \$ and upon default to pay the same, that

an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiff's petition, &c; And whereas, the days aforesaid have fully expired and the said sum of \$72<sup>33</sup> 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 Unionville Center, County of Union and State of Ohio, bounded and described as follows: Being all of Lot No. twenty three (23) in said Village. For a more definite description reference is made to the recorded plat of said Village in the Recorder's office of Union County, Ohio. We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marietta, Ohio, this 25th day of Oct. A.D. 1887.

Seal

John L. Buehner, Clerk.

The State of Ohio, Sheriff's Return.

Union County, ss. In obedience to the command of the Order of Sale now to annexed I did on the 31<sup>st</sup> day of October 1887 summon, to Lemarr, John D. Stum and Philip Maddeff 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 31<sup>st</sup> day of October, A.D. 1887, 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 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 3<sup>rd</sup> day of Nov. 1887, I caused to be advertised in the Marietta Tribune, (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 3 day of Dec. A.D. 1887, at 1 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 3 day of Dec. 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 John A. Benson who bid for the same the sum of Forty four and 50/100 Dollars and said sum being more two-thirds of the appraised value thereof, and said John A. Benson being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Forty four and 50/100 Dollars. Service 30 Summoning & swearing Appraisers 1.25 Writing Appraisal .30 Notice to Printer 30 Mileage 1.12 Poundage .66 Total \$8.88 Appraisers' Fees 3.00 Printers' Fees 10.00

M. Hopkins, Sheriff.

Sheriff's Return

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Afterward, on the 4<sup>th</sup> day of Jan. A.D. 1886, the following Proof of Publication was filed with the Clerk of said Court, to wit:

Joseph E. Foulke vs George W. Loar et al. Common Pleas Court, Union County, O. Docket C. Page 84. On order of Sale.

By virtue of the above stated writ to one 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 3d. 1887, 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 Unionville Center, County of Union and State of Ohio, bounded and described as follows: Being all of Lot No. twenty three (23) in said village. For a further description reference is made to the recorded plot of said village in the office of the Recorder of Union County, Ohio. Appraised at \$65.00 Terms of sale - Cash.

Marion Hopkins, Sheriff Union County, Ohio.

D. W. Ayers, attorney. The State of Ohio.

November 3d. 1887 - 5 av - fl. \$10.00

Proof of Publication of 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 3-1887.

W. O. Shearer.

Sworn to and subscribed before me, this 4<sup>th</sup> day of Jan. 1888. J. L. Burgner, Clerk.

Afterward, on the 9<sup>th</sup> day of Jan. A.D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Country. Joseph E. Foulke vs Geo. W. Loar et al. On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law the said proceedings and sale are hereby approved and confirmed. and the Sheriff is ordered by deed duly executed to convey said premises to the purchaser John A. Benson in fee simple. It is therefore ordered that out of the proceeds of said sale the Sheriff pay first \$45.<sup>48</sup> the taxes due on said premises. Second. That the balance of the proceeds of said sale to wit - \$39.<sup>02</sup> be apply on the cost herein taxed at \$90.<sup>75</sup> and the Court finding that there remains due & unpaid of said costs the sum of \$51.<sup>73</sup> 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 Sixth Judicial District of the State of Ohio, on the 24<sup>th</sup> day of October, in the year of

our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit: on the 20<sup>th</sup> day of June A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

Petition  
vs  
No. 5938

William H. Lamb } To the Court of Common Pleas of Marion County, Ohio,  
Henry Lamb. } Petition.

The plaintiff William H. Lamb for his petition against the said defendant says, that on or about the 20<sup>th</sup> day of March 1885 the plaintiff was living in the town of Dublin in Franklin Co. Ohio, and tending a stone quarry - The defendant was then living on his farm in said County of Marion. On the day above named the defendant requested plaintiff to leave his stone quarry and go into a partnership business with him the Defendant. Plaintiff finally consented and thereupon the plaintiff and defendant entered into articles of partnership which was to continue for the period of four years from the first day of April 1885, a copy of which agreement is hereto attached marked "A" and made part hereof. That by the terms of said agreement the defendant agreed to put in the use of his real estate to-wit: Being the home farm of said Henry Lamb, lying partly in Franklin and partly in Marion Counties. Also 33 acres all in Marion County and known as the Richard Poake land, and said plaintiff was to move on said land and cultivate the same and raise stock thereon during the term of said partnership. The defendant was to furnish the use of said lands and one half the stock and the plaintiff was to furnish half the stock and manage the farm and stock and divide the profits equally. The plaintiff was to keep up the fences but the Defendant was to pay for all new ones. Seed for the farm was to be furnished at the equal expense of both parties - Plaintiff's wife was to have the butter and eggs by getting paying Defendants for his chickens. Plaintiff was to repair the house on the lower place for the use of it. The taxes on stock to be paid equally. Plaintiff was to board defendant when defendant was with him Defendant was to have the half the apples that was sold off the farm if any was sold. After the spring of 1885 the cotts raised on the farm was to be equally divided. Pursuant to said contract and agreement the plaintiff took possession of said farm and lands on the first of April 1885 and fulfilled said contract on his part. The plaintiff repaired fences and repaired said house, and put in and raised a crop in the years 1885 and 1886, a large amount of which was fed to stock. Partnership property has been sold and divided from time to time, and the plaintiff and defendant have now on said About 37 head of sheep, 18 head of hogs, 17 head of cattle - Three cotts and other personal property all of which is partnership property. The plaintiff began the cultivation of said lands this present year for the purpose of carrying out his contract with Defendant. But the Defendant has refused the plaintiff the right to go on as they agreed and refuses to settle the affairs of the said Partnership and has begun proceeding at law to oust the plaintiff from the said lands. The plaintiff says that said contract of partnership while it was duly executed and signed by the parties, was not acknowledged before an officer as required by law in the case of leases and for that reason the defendant proceeds at law to oust the plaintiff from said lands and deprive him of the benefits of his contract and cause him to lose the time and labor he has spent this far in the fulfillment of his agreement.

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Plaintiff says he has no place to put said partnership if he is ousted from said lands - that he has been to much expense in putting said house and farm in repair all of which he will lose if he is ousted - That he has ploughed and planted field in corn and has about 18 acres of meadow land about 20 acres of wheat on said farm about 12 acres in oats and some potatoes and other vegetables - all of which will be lost to him if he is ousted from said lands and that if said Defendant is permitted to go on and proceed at law and oust the plaintiff it will cause him great and impossible damage. The plaintiff says that said defendant has now a proceeding in forcible entry and detention commenced before W. Francis Riley a Justice of the Peace of Washington Township in said County of Franklin to oust this plaintiff from that part of said premises in said County and that by reason of said contract of partnership not being acknowledged the plaintiff cannot make his defence at law and to permit said defendant to go on will cause the plaintiff great and irreparable damage. The plaintiff says that in order to be in a condition to fulfill his contract with the defendant he was put to large expense in buying farm implement all of which will be of course to him if he is ousted from said lands. Plaintiff has bought a Self-Binder machine to cut grain. Two new steel ploughs. Also harrow rake and other farm implements. The defendant is commenced a proceeding at law before a J.P. in the County of Union and obtained a judgment of ouster from this part of said lands which lie in Union County which judgment has been affirmed on error in the com. pleas Court of said County because at law the plaintiff was unable to make his defence, and defendant is now threatening to have a writ of restitution issue to oust said plaintiff which will cause him great and irreparable damage. The Defendant has received much more than his share of the proceeds of said partnership already and is now seeking to deprive the plaintiff of his right and drive him off said lands. The plaintiff therefore prays that an injunction may issue against the said defendant restraining him from any further proceeding at law against this plaintiff to oust him from said lands. It is the continuance of said partnership and especially from proceeding further before said Francis Riley J.P. in Franklin County in said action in forcible entry and detention against the plaintiff or from causing any writ of restitution or ouster to issue against the plaintiff or from in any manner interfering with plaintiff in his possession of said lands during the continuance of said partnership.

Brodrick and Mc. Campbell, Cameron and Woodburn  
attys for plaintiff.

State of Ohio,  
Union County, ss. William H. Lamb, being just duly sworn says, that the facts stated and allegations made in the foregoing petition are true.  
Wm. H. Lamb.

Sworn to before me and signed in my presence this 20 day of June 1887.  
John L. Burgauer, Clerk.

Exhibit A  
Union Co. State of Ohio. Article of an agreement. March 20-1885,  
Between Henry Lamb of the first part and William H. Lamb of the

second part. This is to certify that I Henry Lamb have rented my farm which I now live on and the 33 acres known as the Richard Forbes land to William H. Lamb for the term of four years from this date March 20 1885 on said conditions that the said William H. Lamb is to take the land and tend it in farming like manner, and I Henry Lamb do agree that I will furnish half of the stock that he desires to keep on the farm either at any sale or if we see fit to appraise the stock that I now have on the farm then William H. Lamb is to pay me for one half of the value of the stock and then he is to take the farm and stock and manage it to his best ability and he is to give me one half of the money when the stock or grain is sold and I am to have the two west rooms of the house. And each one is to pay the one half of the sice of the colts and the said W<sup>m</sup> H. Lamb is to keep up the fences or moving the fences at his own expense, except new rails which I agree to pay for and William H. Lamb is to leave the house in good order. And he is to have the privilege of using the seed out of the grain that is raised on the farm as I am to furnish half of the seed and I agree to let William H. Lamb have the use of the grocery room if I don't go into it with him, and I agree that the woman is to have the butter and eggs by him paying me for any chickens that I have on the farm and he is to have the horse on the lower place for his hands and he is to repair the house for the use of it and we have agreed that each one is to pay one half of the tax that is assessed on the stock till his time expires, on these conditions, William H. Lamb is to board one oxen I am with him free of charge. Should I decease he is to pay half to my estate as the stock or grain is sold until his time expires and that shall settle all claims against him for the rent. We have agreed on the first day of April for the farm to come into his hands, and the stock to be appraised and sold at a sale, and the stock that he buys at the sale or appraised and agreed on comes into his hands at once and William H. Lamb agrees that Henry Lamb is to have room in the barn for his horses. And Henry Lamb is to have half of the apples that is sold off the farm, if any should be sold. If his mares should have colts this spring, Henry Lamb is to have them and is to pay the service of the horse himself. Then after that the colts is to be divided according to the contract above and William H. Lamb is to put two mares on the farm to balance mine. If the mares should die that we balance the owner is to lose them. If any corn is bought and fed each one is to pay half. If I keep more horses than Henry Lamb I am to furnish the feed except the pasture that is to be free. Signed by Henry Lamb

Signed by William H. Lamb

Injunction Court & Common Pleas upon the Plaintiffs executing to the Defendant an undertaking to the approval of the Clerk of the Court of Common Pleas in the sum of Two hundred dollars conditioned according to law.

June 20, 1887.

John B. Coats, Probate Judge.

Fee of Probate Judge \$ 2.00.

Afterward, on the 20 day of June, A. D. 1887, the following Order of Injunction was filed with the Clerk of said Court, to-wit:

Order of Injunction.

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Order of Injunction  
 William H. Lamb vs Henry Lamb. } Before the Probate Judge.  
 Motion for Temporary Injunction in the Court of Common Pleas. Union County, Ohio.

And now, on this Twentieth day of June 1887, came the plaintiff, by Barron & Woodburn and Brodrick & Mc. Cambell his 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 for a temporary injunction came on and was heard upon the petition of the plaintiff William H. Lamb 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 Henry is allowed in this case to restrain the said defendant Henry Lamb from proceeding with his case in forcible detention against said William H. Lamb, plaintiff, before Esquire Francis H. Riley of Washington Township, Franklin County, Ohio or from having a writ of restitution issued by Esquire J. P. Mc. Dowell of Jerome Township, Union County, Ohio, in a certain cause heretofore heard and determined by said Esquire J. P. Mc. Dowell which said case was afterward affirmed on error in the Court of Common Pleas of Union County, Ohio and from interfering in any manner with the possession, use or occupancy of said William H. Lamb of the premises mentioned in said plaintiffs petition until further order of the said court of Common Pleas, or other statutory authority in the premises as prayed for in said petition of plaintiff. It is further ordered that the clerk of said 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.<sup>00</sup>

[Seal] John B. Coats, Probate Judge.

Afterward, on the 20<sup>th</sup> day of June A.D. 1887, the following Undertaking was filed with the clerk of said Court, to wit:

William H. Lamb, Plaintiff. } Union County, Common Pleas.  
 vs } We bind ourselves to the said Defendant  
 Henry Lamb, Defendant. } Henry Lamb in the sum of Two Hundred Dollars, that the said Plaintiff William H. Lamb 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.

June 20<sup>th</sup> 1887. William H. Lamb.  
 Emanuel Fox.

This undertaking approved by me this Twentieth day of June 1887.  
 John L. Burgner Clerk of said Court.

Summons 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 Henry Lamb that he has been sued by William H. Lamb in the Court of Common Pleas of Union County, and that unless he answer by the 23<sup>rd</sup> day of July A.D. 1887 the petition of said plaintiff William H. Lamb 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 fourth day of July A.D. 1887. Witness my hand and the seal of said Court, this twentieth day of June A.D. 1887.

Seal John L. Burquer, Clerk.

Endorsed: In action for Injunction, Injunction allowed. Samson & Woodburn and Brodrick & W. Campbell, Plaintiffs Atty. Said Writ returned and filed July 4 A.D. 1887, endorsed as follows, to wit:

The State of Ohio. Union County, ss. Received this Writ June 20 A.D. 1887, at 2 o'clock P.M. and Sheriff pursuant to its command, on the 21 day of June A.D. 1887, I served the Return same by handing a true copy of this summons with the endorsements thereon to the within named defendant Henry Lamb. Service 30 Mileage 2.56 No. 5338 Copy 20 Total \$3.06 M. Hopkins, Sher. By A.H. Goodwin, Depty.

Motion. Afterward, on the 5 day of July, A.D., 1887, the following Motion were filed with the Clerk of said Court, to wit: William H. Lamb, Plaintiff, vs Henry Lamb, Defendant. Court of Common Pleas, Union County, Ohio. Cause No. 5338 Motion.

The plaintiff will take notice that the defendant will move for a vacation, and dissolution of the injunction allowed in this cause, by the Probate Judge of said County. Said motion will be for hearing before the Court of Common Pleas of said County of Union at the Court House in Marysville, on the 11 day of July next or as soon thereafter as counsel can be heard. Said motion is made upon the ground, that the petition does not state facts sufficient to entitle the plaintiff to said injunction &c.

Porter & Porter, Atty for deft.

Service of the above notice is this day acknowledged by us. June 29<sup>th</sup> 1887. John M. Brodrick Atty for Plff.

Motion. William H. Lamb, Plaintiff, vs Henry Lamb, Defendant. Court of Common Pleas, Union County, Ohio. The defendant moves the court to vacate, and dissolve the injunction allowed in this cause by the Probate Court, for the reason that the petition of plaintiff does not state facts sufficient to entitle the plaintiff to said injunction. Porter & Porter, Atty for Defendant.

Motion. William H. Lamb, Plff. vs Henry Lamb, Defendant. Court of Common Pleas, Union County, Ohio. Motion. The plaintiff moves the Court to require the plaintiff to raise the amount of the undertaking in this cause, the same being insufficient in amount. Porter & Porter, Atty for deft.

Motion. William H. Lamb, Plff. vs Henry Lamb, Defendant. Court of Common Pleas, Union County, Ohio. No. 5338 Motion. The plaintiff will take notice that the defendant will move to have the amount of the injunction undertaking increased

In this case bearing be Marysville heard.

See

After on the 10<sup>th</sup> of July William

County vs

No. 5338

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In this case, the same being insufficient in amount. Said motion will be for hearing before the Court of Common Pleas of said County at the Court House in Marysville, on the 11<sup>th</sup> day of June 1887, or as soon hereafter as counsel can be heard. Said motion will be heard upon affidavits introduced by defendant &c.

Porter & Porter, attys for deflt.

Service acknowledged, this 29<sup>th</sup> day of June 1887.

John M. Brodrick of counsel for Plff.

Afterward, on the 11<sup>th</sup> day of July A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. William H. Lamb vs Henry Lamb. No. 5338

This day this cause came on to be heard on the motion of defendant to require the plaintiff to increase the amount of the injunctive undertaking executed by the plaintiff to defendant in this cause, and the court being fully advised in the premises do sustain said motion, and the plaintiff is ordered to execute a new undertaking to defendant with surety to the approval of the clerk in the sum of \$500. said undertaking to be in place & stead of the undertaking now on file in this case - said undertaking of \$500 to be filed by the 1<sup>st</sup> day of August next, and it is further ordered that in case said undertaking is not so executed & filed by said time, that the injunction issued and allowed in this case be, and the same is hereby ordered to stand dissolved.

Afterward, on the 29<sup>th</sup> day of July, A.D. 1887, the following Undertaking was filed with the Clerk of said Court, to-wit:

Undertaking. Wm H. Lamb, Plaintiff. vs Henry Lamb, Defendant. Union County Common Pleas Court.

We, Wm H. Lamb and J.M. Robinson bind ourselves to the defendant Henry Lamb in the sum of Five hundred (\$500) Dollars, that the plaintiff Wm H. Lamb shall pay to the said defendant the damages he may sustain by reasons of the injunction in this action, if it be finally decided, that the said injunction ought not to have been granted.

Marysville, Ohio, July the 28<sup>th</sup> one thousand eight hundred and eighty seven. Attest. Wm H. Lamb  
J. M. Robinson.

Afterward, on the 9<sup>th</sup> day of Jan. A.D. 1888, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. William H. Lamb vs Henry Lamb.

This day this cause came on to be heard upon the motion of the defendant Henry Lamb to dissolve the injunction, here to fore allowed in this case, and the court being fully advised in the premises do sustain said motion, It is therefore ordered and adjudged that said injunction be, and the same is hereby dissolved, vacated and set aside, and that the petition of plaintiff be dismissed, and it is further considered that the defendant recover of plaintiff his costs herein taxed at \$ To all of which

...ulings, no... judgment of the court the plaintiff by his counsel  
excepts.

Attest. John L. Burgner, Clerk.  
By Kellie 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 seven. Heretofore, to-wit, on the 22<sup>nd</sup>  
day of June A.D. 1887, the following Petition was filed with the Clerk of said  
Court, to-wit:

Petition  
No. 5341

D. M. Lyon, Plaintiff.  
Against  
J. P. Robbins, Robert M. Troy and S. S. M. Troy, Defendants.

The said plaintiff says that at the February term, A.D. 1887 of the said  
Court of Common Pleas of Union County, Ohio, in a civil action then there  
pending, and brought by him against said defendant, J. P. Robbins, he  
duly obtained a judgment as plaintiff, against the said defendant, J. P.  
Robbins as defendant, in the sum of \$281.<sup>28</sup> and \$3.<sup>75</sup> costs with interest at  
the rate of 6% from February 24<sup>th</sup> 1887 which said judgment is still in  
full force and unsatisfied except the costs increase costs and \$91.<sup>16</sup> made  
thereon on execution - and applied on said judgment April 5<sup>th</sup> 1887; that on or  
about the 22<sup>nd</sup> day of June A.D. 1887, he duly caused an execution to issue  
out of said Court of Common Pleas of said Union County, which was duly  
delivered to the Sheriff of said County, who afterward, on the same day,  
duly returned the said writ of execution, "No goods or chattels, lands or ten-  
ements, of said defendant found by me wherewith to levy to satisfy this writ, or  
any part of the amount specified therein. Costs upon this writ \$1.<sup>56</sup>". The  
said judgment debtor is wholly insolvent, and owns no good or chattels,  
lands or tenements subject to execution, whereby the said moneys, or any  
part thereof, can be made. That said defendant J. P. Robbins is the owner of  
and has a certain chose in action, to-wit: a certain promissory note for \$150.<sup>00</sup>  
with 6% interest thereon from September 1<sup>st</sup> 1885 against the said defendants  
Robert M. Troy and S. S. M. Troy, which said promissory note is now in  
the process of collection in this Court in the case of Joseph P. Robbins against  
Robert M. Troy et al. No. 5255. Wherefore the plaintiff asks that all of said de-  
fendants may be required to answer this petition; and that the same may  
be subjected to the plaintiff's said judgment &c; for costs, and for all relief  
to which the plaintiff, upon the facts, may be entitled.

Brodrick & Mc. Campbell, Attorneys for Plaintiff.

The State of Ohio,  
County of Union, ss, John M. Brodrick, being sworn, makes oath that  
he is one of the attorneys for said plaintiff, duly authorized in the premises.  
That said plaintiff is a non-resident of said County of Union in said  
State of Ohio, and that the facts stated in the foregoing petition are, as af-  
fiant believes true. John M. Brodrick  
Sworn to by said John M. Brodrick before me and signed by him in

my presence  
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my presence, this 22<sup>nd</sup> day of June A.D. 1887.

Receipt

No. 5341

Waiver

Seal John L. Burgner, Clerk.

To the Clerk: Issue summonses to the Sheriff of Union County, Ohio, for the defendant J.P. Robbins, returnable according to law. Endorse: Action for relief.

Brodrick & Mc Campbell, Attorneys for Plaintiff  
Marysville O. June 1887.

We hereby waive the issuing and service of summonses and enter our appearance herein. Robert M. Shroy and S. A. Mc Shroy  
By Brodrick & Mc Campbell, their attys.

Afterward, on the 22<sup>nd</sup> day of June, 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 Shewing:  
We command you to notify J.P. Robbins that he and others have been sued by O. M. Lyon in the Court of Common Pleas of Union County, and that unless he answers by the 23<sup>rd</sup> day of July A.D. 1887 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 4<sup>th</sup> day of July A.D. 1887. Witness my hand and the seal of said Court, this 22<sup>nd</sup> day of June, A.D. 1887. Seal John L. Burgner, Clerk.

Endorsed: In action for relief. Brodrick & Mc Campbell, Plaintiffs' Atty.

Sheriff's Return

Said Writ returned and filed July 4<sup>th</sup> A.D. 1887, Endorsed as follows, viz:  
The State of Ohio. } Sheriff's Return.  
Union County, ss: Received this Writ June 22<sup>nd</sup> A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 23<sup>rd</sup> day of June A.D. 1887, I served the same by handing a true copy of this writ with the endorsements thereon to the within named J.P. Robbins. Service 30 Mileage 1.44 Copy 20 Total \$1.94 M. Hopkins, Sher. By A. H. Goodwin, Deputy.

Answer

Afterward, on the 1<sup>st</sup> day of Nov. A.D. 1887, the following answer was filed with the clerk of said Court, to-wit:  
O.M. Lyon, Plaintiff. } Court of Common Pleas.  
Against } Union County, Ohio. No. 5341  
J.P. Robbins et al. Defendants } Answer.  
Now comes Sarah E. Robbins who by leave of the Court enters her appearance herein as a party defendant, and answers the petition of Plaintiff and says that some six years ago she loaned to said J.P. Robbins who is her husband (\$300) Three Hundred Dollars of her own money and means and separate property with the agreement with her said husband that the same should be paid back to her, with interest; That no part of said money has been paid to her, and said J.P. Robbins has ever since, owed to her said \$300 with the interest accrued thereon. That about the 14<sup>th</sup> day of March 1887 said J.P. Robbins in part payment of said indebtedness, sold assigned and made over to said Sarah E. Robbins the amount of the money to be realized, and collected from

said claim against Robert and S. S. M<sup>c</sup> Ebrov. and the amount of the judgment, if said claim should go into a judgment. And she therefore avers that the money due upon said judgment belongs to her and she is entitled to recover the same when collected. And she denies the right of Plaintiff to subject said money or any part thereof to the payment of the plaintiff's said judgment. Porter & Porter, Attys for this Plt.

Sarah E. Robbins, being duly sworn, makes oath that she believes the facts stated in the foregoing answer to be true. Sarah E. Robbins.

Sworn to by Sarah E. Robbins before me and signed by him in my presence this 1<sup>st</sup> day of November 1887.

Seal John L. Burgner, Clerk.

Afterward, on the 15<sup>th</sup> day of Nov. A. D., 1887, the following Reply was filed with the clerk of said Court, to-wit:

Reply

No. 5341

D. M. Lyon, Plaintiff. In the Court of Common Pleas of Union County, Ohio. Against J. P. Robbins et al. Defendants. Reply to Answer of Sarah E. Robbins. And now comes the said plaintiff and for reply to the answer of the defendant Sarah E. Robbins herein filed, says: That he denies each and every allegation in said answer contained.

Brodrick & M<sup>c</sup> Campbell, Attorneys for Plaintiff.

The State of Ohio.

County of Union, ss. John M. Brodrick being duly 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 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 15<sup>th</sup> day of November A. D. 1887.

Seal John L. Burgner, Clerk.

Afterward, on the 24<sup>th</sup> day of Nov. A. D. 1887, the following Entry was made on the Journal by the clerk of said Court, to-wit:

Entry

D. M. Lyon vs J. P. Robbins et al. No. 5341. This day this cause came on to be heard upon the petition of Plaintiff, the answer of Sarah E. Robbins, Plaintiff's reply thereto, and the testimony. And the Court being fully advised in the premises do find that the facts set up in said answer of said Sarah E. Robbins are true, and find the equities of the case to be with her, and that she is entitled to the proceeds of said judgment against said Robert M<sup>c</sup> Ebrov and S. S. M<sup>c</sup> Ebrov as she has claimed in her said answer subject to lien on the same in favor of Porter & Porter of \$50. Thereupon the Court dismiss the petition of Plaintiff at his costs. It is therefore considered that the defendants recover of the plaintiff their costs herein taxed at \$100. Thereupon the plaintiff gave notice of his intention to appeal this cause to the Circuit Court, and the Court fix the amount of the appeal bond at \$100.

Attest. John L. Burgner, Clerk. By Nellie Rodney, Deputy.

Pleas and held at of Union of Ohio, on the died and Petition was Margaret vs William B. for the year State of Oh the defend failed in a res of life s friends an said plain plaintiff p restored to Praecipe. action for. The State Union Co Margaret Pleas of is herwit gross neg that and ing the t the service the 19<sup>th</sup> Court of 6<sup>th</sup> day of Sheriff's Return. The State Union Co 8<sup>th</sup> day of dence of the gether wi Total 2.8

Please before His Honor, John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the County of Union of the Third Subdivision of the Ninth Judicial District of the State of Ohio, on the 22<sup>d</sup> day of January in the year of our Lord, one thousand eight hundred and eighty seven. Heretofore, to-wit, on the 6<sup>th</sup> day of Oct. A.D. 1885, the following Petition was filed with the Clerk of said Court, to-wit:

Petition  
Margaret Black, Plaintiff,  
vs  
Court of Common Pleas, Union County, Ohio.  
Petition.

No. 4924. William Black, Defendant. Plaintiff 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 State of Ohio. That on or about the 27<sup>th</sup> day of November 1884 she was married to the defendant. That the defendant for more than ten months last passed has failed in and wilfully neglected to provide plaintiff with the common necessaries of life so that plaintiff has been compelled to live upon the charity of friends and her own exertions, said defendant having the ability to provide for said plaintiff being possessed of property of the value of dollars. Therefore plaintiff prays that she may be divorced from the defendant, and may be restored to her maiden name and such other relief as is proper.

W. J. Hoopes, Atty for Plaintiff.

Præcipe. Clerk: Issue summonses & copy of petition on the above parties indorsed action for action for divorce. W. J. Hoopes, Atty for plaintiff.

Summons. Afterward, on the 6<sup>th</sup> day of Oct. A. D. 1885, the following summons was issued by the Clerk of said Court, to-wit:

The State of Ohio. To the Sheriff of Union County:  
Union County, ss. You are commanded to notify William Black that Margaret Black has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect of duty, and asking that she be divorced from him, and that 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 19<sup>th</sup> 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 6<sup>th</sup> day of Oct. A. D. 1885.  
J. L. Buechner, Clerk.

Endorsed: Summons in Action for Divorce. W. J. Hoopes, Atty.  
Said Writ returned and filed Oct. 10<sup>th</sup> A. D. 1885 endorsed as follows, viz:  
Sheriff's Return. The State of Ohio. Sheriff's Return.  
Union County, ss. Received this writ on the 6<sup>th</sup> day of Oct. A. D. 1885 and on the 8<sup>th</sup> day of Oct. A. D. 1885, I served the same by leaving at the usual place of residence of the Defendant, a true copy thereof with the endorsements thereon, together with a certified copy of the petition. Service 60 Copy 30 Mileage 1.92 Total 2.82  
M. Hoopins, Sheriff. By A. H. Goodwin, Deputy.

Afterward, on the 11<sup>th</sup> day of Mar. A. D. 1886, the following entry was made on the Journal, by the Clerk of said Court, to-wit:

Entry  
 Margaret Black vs William Black No. 4924  
 On motion of the plaintiff and cause being shown it is here-  
 by ordered and adjudged that she be allowed the sum of \$25.00  
 for her attorney's fees pending this suit. It is therefore ordered that the said William  
 Black pay to the said Margaret Black or her atty. the sum of \$25.00 by  
 the 15 day of March 1886 and \$12.50 by the 11 day of June 1886 and in default of  
 such payment execution to issue.

Afterward on the 13 day of Mar. A. D. 1886, the following Entry was  
 made on the Journal by the Clerk of said Court, to-wit:

Entry  
 Margaret Black vs William Black No. 4924  
 Now come the Plaintiff and the defendant having been  
 duly served with summons and a copy of the petition  
 herein, and having failed to appear the Court find him in default for an-  
 swer 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  
 this Co. of Union and that the parties hereto were married as in said peti-  
 tion set forth. The Court further find from the evidence adduced that  
 the defendant has been guilty of gross neglect of duty in failing to provide  
 plaintiff the common necessaries of life, and that by reason thereof, the pl'tf  
 is entitled to a divorce as prayed for. It is therefore ordered and adjudg-  
 ed 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 obligations of the same. It is further ordered said  
 petition be and she is hereby restored to her maiden name of Margaret  
 M<sup>rs</sup> Blumy. It is further ordered and adjudged by the Court that  
 the plaintiff recover of the defendant her costs herein expended to-wit \$8.00  
 and in default thereof for three days execution issue for the same.

Attest. John L. Burger, Clerk.  
 By Fannie Roney, Deputy.

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