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VOL. 2

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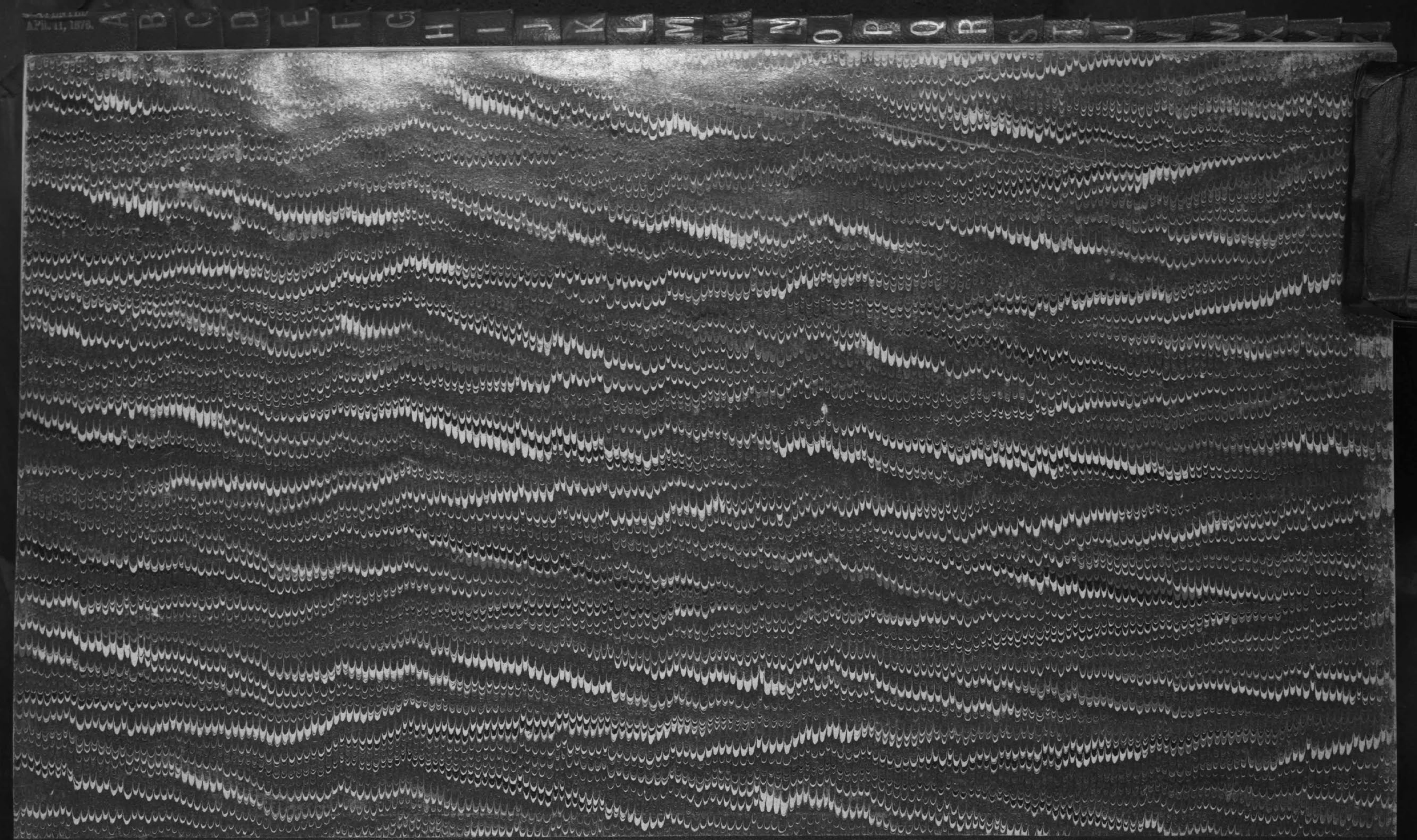

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Pleas before his Honor John A Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio on the 21st day of February in the year of our Lord one thousand eight hundred and eighty seven

Heretofore, to-wit: On the 16th day of May A.D. 1885, a Petition was filed with the Clerk of said Court which reads as follows; viz:-

Abner Said, Executor of the last will of Presley Said decd. Plaintiff

vs.

John H. Stewart, David Shuler + Edward Robinson Defendants

Court of Common Pleas, Union County, Ohio

Petition

Petition

1885

First cause of Action: On the 9th day of March 1855 one Robinson L. Broome sold to John H. Stewart one of the defendants, 89 135/160 acres (hereinafter described in this petition) and as a part of the purchase money of said land the said John H. Stewart executed and delivered to said Broome a note of that date for three hundred dollars payable in two years after date with interest at 8% per annum payable annually, to which note was added a proviso, that said note is not to become due and payable until the said John H. Stewart is satisfied that the title to the land for which the above note is given is perfect." A copy of which note and proviso and endorsements is hereto attached marked "A." The plaintiff further says that on the 11th day of January 1860, the said R. L. Broome for a valuable consideration did assign and deliver said note and mortgage to Presley Said who then became the owner thereof and continued so to own it until his death when the same passed to the plaintiff, his Executor, who as such Executor is now the owner of the same. There has been paid on said note to said Broome the two years interest which is endorsed on said note. And the plaintiff avers that said note has become due and payable to him. The said John H. Stewart has become satisfied that the title to said land is perfect. And there is due and unpaid on said note the sum of three Hundred Dollars with interest thereon at 8% per annum payable annually from March 9th 1857.

Second Cause of Action:- The plaintiff says that the defendant John H. Stewart on the 9th of March 1855 to secure the payment of said note executed and delivered to said R. L. Broome his mortgage deed and thereby conveyed to the said R. L. Broome his heirs and assigns the following lands and tenements situate in said County of Union, being part of Va. Military Survey No. 5505. Bounded and and described as follows: beginning at a stone and pieces of brick in the original east line of said Survey and N. E. corner of a lot of 89 135/160 sold by said Broome to Presley Said; thence with the N. line of said land S. 80° 24' W 149 poles to a stake his N. W. corner, and in the E. line of a lot of 63 acres part of said Survey now occupied by Wm S. Preston, then with his line and the line of a lot of 63 acres, part of said Survey now occupied by John H. Stewart N. 11° 15' W 96 77/100 poles to a white ash, fallen black ash and water beech in the original N. line of said Survey, thence with said line correcting the course thereof N. 81° 45' E 15.4/5 poles to a stake at the intersection of original lines, and in the place of a beech and sugar tree fallen and decayed; thence with the original east line of said Survey correcting the course thereof S. 80° 4' E 93 27/100 poles to the beginning, containing 89 135/160 acres more or less, and is one equal half of Broome's part of

said Nro. 5505; neither more nor less. On the 12th day of March 1855, at 1½ o' clock P. M. said mortgage was delivered to the Recorder of Union County and was entered on the Records in Book Nro. 2 page 185.

The said deed has become absolute, there is due and unpaid on said indebtedness three Hundred Dollars with interest at 8% per annum payable annually from March 9th 1857. The plaintiff therefore asks judgement against defendant John H. Stewart in said sum of Three Hundred Dollars with interest thereon at 8 per cent per annum payable annually from March 9th 1857, and that said premises may be sold and proceeds applied to the payment of said judgement.

P. B. Cole & Son, Attys for Plffs.

Abner Said, Executor of
Presley Said, Plaintiff
vs.
John H. Stewart et al Defendants.

Abner Said Plaintiff being sworn before me the undersigned Justice of the Peace in and for Delaware County Ohio, says the facts stated and allegations in his said petition are true as he believes.

Abner Said Executor.

Sworn to before me and subscribed in my presence by Abner Said this 8th day of July 1885.

David H. Gratty Justice of the Peace &c for Delaware County, Ohio

Amended Verification

4835

Amended Verification

State of Ohio, Delaware County, Ohio

On leave of the Court to amend verification Abner Said Executor &c being sworn says the facts stated and allegations in his foregoing petition are true as he believes.

Abner Said Executor.

Sworn to before me and subscribed in my presence this 16th day of May 1885.

David H. Gratty, J. P.

Abner Said, Executor of
Presley Said dec'd, Plff
vs.
John Stewart, David Shuler Defts

Copy of Note and Endorsements.

$300.00 Two years after date for value received I promise to pay R. L. Broome or bearer Three Hundred Dollars with eight per cent interest annually until paid. (Said note is not to become due or payable until the said John H. Stewart is satisfied that the title to the land for which above note is given is perfect).

March 9th 1855 (Signed) John H. Stewart

1st Endorsement:- Interest paid to March 9th 1856.

2nd Endorsement:- Interest paid to March 9th 1857.

3rd Endorsement:- I assign the within note to Presley Said without recourse. January 11th 1860." (Signed) R. L. Broome.

Abner Said, Excutor of
Presley Said, Dec'd Plaintiff
vs.
John H. Stewart, David Shuler
Edward Robinson, Defendants

Praecipe

4835

Court of Common Pleas, Union Co. Ohio

Issue a Summons in this case on the above parties returnable according to law

P. B. Cole & Son Attys for Plff.

No. 4835

Summons

Motion

4835

Motion

Afterward on the 16th day of May A.D. 1885, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

No. 4835 — Summons

The State of Ohio, Union County, ss } Summons

To the Sheriff of the County of Union, Greeting:-

We command you to notify John H. Stewart, David Shuler and Edward Robinson, that they have been sued by Abner Said Executor of the last will of Presley Said in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of June A.D. 1885 the petition of said Abner Said Executor of the last will of Presley Said against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgement rendered accordingly. You will make due return of this summons on the 25th day of May A.D. 1885.

Witness my hand and the Seal of said Court, this 16th day of May A.D. 1885. J. Q. Bunger Clerk.

Seal

Endorsed: Sm action for $300.00 with 8% interest from March 9th 1857 payable annually and foreclosure of mortgage. P.B. Cole & Son Plaintiffs Attorneys.

Said Writ returned and filed May 25th 1885 endorsed as follows, to-wit:-

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

Received this writ May 18th A.D. 1885 at 9 o'clock A.M. and pursuant to its command on the 25th day of May A.D. 1885 I served the same by leaving at the usual place of residence of the within John Stewart, David Shuler & Edward Robinson a true copy with endorsements thereon. Fees:- Service 60, Mileage 2.40, Copy 60 - Total $3.60

Wm. Hopkins Sheriff

Afterwards on the 13th day of June a motion was filed with the Clerk of said Court which reads as follows, to-wit:-

Motion

Abner Said, Executor of the will of Presley Said, Plaintiff
vs.
John H. Stewart, David Shuler and Edward Robinson, Defendants

Court of Common Pleas
Union County, Ohio.
Motion.

4835

And now comes the defendant Edward Robinson and moves the Court to strike the petition from the files for the following reasons, to-wit:

First: The said petition is not verified as required by law.

Second: The said pretended verification has no County or State named therein.

Third: The said David H. Crotty is not a Justice of the Peace of Union County.

Carper & VanDuman Attys. for Dft. Edward Robinson.

Afterwards on the 13th day of June A.D. 1885, a motion was filed with the Clerk of said Court which reads as follows, to-wit:-

Motion

Abner Said, Executor of the last will of Presley Said
vs.
John H. Stewart, David Shuler and Edward Robinson

Court of Common Pleas
Union County, O.
Motion

4835

And now comes the said defendant John H. Stewart and moves the Court to strike the petition from the files for the following reasons to-wit: First, There is no verification to said petition.

Second: The said pretended jurat has no County and State mentioned therein

Third: The said David H. Cratty is not a Justice of the Peace of Union County but is a Justice of the Peace of Delaware County and it no where appears in said jurat of which County he is a Justice of the Peace

Carper & Van Deman Attorneys for
Defendant John H. Stewart.

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

Abner Said, Executor &c
Presley Said, Plaintiff
vs.
John H. Stewart et al Defendants

Entry
4835

This day came the Plaintiff and asked leave of the Court to Amend the verification of his petition in this case so as to show the County and state in which David H. Cratty was a Justice of the Peace said verification having been sworn to before said Cratty as such Justice of the Peace and it not appearing therein in what County or State said Cratty was a Justice of the Peace, which leave to so amend was granted by the Court.

Amended Petition
4835

Afterwards on the 26th day of September A.D. 1885 the following Demurrer was filed with the Clerk of said Court to-wit:-

Abner Said, Executor of the last will of Presley Said, Plaintiff
vs.
John H. Stewart, David Shuler and Edward Robinson, Defendant

Demurrer
4835

Court of Common Pleas, Union County, O.
Demurrer

The defendant John H. Stewart comes and demurs to the petition of the plaintiff on the following grounds:-
1. Said petition does not state facts sufficient to constitute a cause of action.
2. Neither of the causes of action in said petition states facts sufficient to constitute a cause of action.

Carper & Van Deman
Attys for Defendant John H. Stewart

Afterwards on the 26th day of September A.D. 1885, the following Demurrer was filed with the Clerk of said Court, to-wit:-

Abner Said, Executor of the last will of Presley Said, Plaintiff
vs.
John H. Stewart, David Shuler & Edward Robinson, Defendant

Demurrer
4835

Court of Common Pleas
Union County Ohio

The defendant Edward Robinson comes and demurs to the petition of the plaintiff for the following ground
1. Said petition does not state facts sufficient to constitute a cause of action.

By Carper & Van Deman Attys for said
Edward Robinson Defendant.

Afterwards on the 19th day of Oct A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Abner Said, Executor of the last will and testament of Presley Said dec'd Plaintiff
vs.
John H. Stewart, David Shuler and Edward Robinson, Defendants

Entry
4835

This day this cause came on for hearing on the demurrer filed herein by John H. Stewart

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defendant to the petition of the plaintiff, and upon the demurrer filed by Edward Robinson defendant to the petition of the plaintiff, and was argued by counsel: on consideration whereof the Court doth sustain said demurrer. Thereupon leave was granted to the plaintiff to file an amended petition in this case by the 30th day of October 1885; and leave was given to defendant John H. Stewart to file demurrer or motion within ten days thereafter, or to file answer within 30 days thereafter and leave was given to said defendant Edward Robinson to demur to said plaintiffs amended petition within ten days after the said 30th day of Oct. 1885 or to file answer thereto in 30 days after said October 30th 1885.

Afterwards on the 27th day of October A.D. 1885, the following Amended Petition was filed with the Clerk of said Court, to wit:-

Abner Said as Executor of
Presley Said dec'd. Plaintiff
vs
John H. Stewart, David Shuler &
Edward Robinson, Defendant

Common Pleas Court
Union County O.
Amended Petition

On the 26th day of March 1885 Presley Said died, leaving a will whereby he appointed plaintiff his sole Executor thereof, which will was on the 4th day of April 1885 duly admitted to probate in the Probate Court of Delaware County, Ohio; and letters testamentary were on the 4th day of April 1885 duly issued by said Court thereon to plaintiff who thereupon duly qualified and entered upon his duties as such executor.

On the 9th day of March A.D. 1855, one Robson L. Broome sold to John H. Stewart one of the defendants - 89 35/100 acres of land hereinafter described in this petition and as a part of the purchase money of said land, the said John H. Stewart executed and delivered to said Broome a note of that date for three hundred dollars payable in two years after date with interest at 8 per ct. per annum payable annually, to which note was added a proviso, that said note is not to become due and payable until the said John H. Stewart is satisfied that the title of the land for which the above note is given is perfect." A copy of which note and proviso and endorsements is herto attached marked "A."

The plaintiff further says that on the 11th day of January 1860 the said R. L. Broome for a valuable consideration did assign and deliver said note and mortgage to said Presley Said, who then became the owner thereof and continued so to own it until his death when the same passed to the plaintiff as his Executor, and plaintiff as such Executor is now the owner and holder of the same. The following is a copy of said assignment to Presley Said "I assign the within note to Presley Said without recourse January 11th 1860" Signed R. L. Broome"

There has been paid to said Broome, on said note two years interest to March 9th 1857 which is credited thereon. And the plaintiff avers that said note has become due and payable to him. The said John H. Stewart has become satisfied that the title to said land is perfect. And there is due and unpaid on said note from defendant John H. Stewart to plaintiff, the sum of Three Hundred Dollars with interest thereon at 8 per cent per annum payable annually from March 9th 1857.

Second cause of action:- The plaintiff says that the defendant John H Stewart on the 9th of March 1855, to secure the payment of said note duly

executed and delivered to the said R. L. Broome his certain mortgage deed and thereby conveyed to the said R. L. Broome, his heirs and assigns, the following lands and tenements; Situate in said County of Union, Ohio Being part of Va. Military Survey No. 5505 and bounded and described as follows: Beginning at a stone and pieces of brick in the original East-line of said Survey and North East corner of a lot of 89 135/160 acres sold by said Broome to Presley Said; thence with the north line of said land S. 80° 24' W. 149 poles to a stake his North W. corner and in the East-line of a lot of 63 acres part of said Survey now occupied by Wm S. Preston; thence with his line and line of lot of 63 acres, part of said Survey now occupied by John H. Stewart N. 11° 15' W. 96 7/10 poles to a white ash fallen black ash and water beech in the original N. line of said Survey; thence with said line correcting the course thereof N. 81° 45' E 154 1/2 poles to a stake at the intersection of original lines, and in the place of a beech and sugar tree fallen and decayed; thence with the original East-line of said Survey correcting the course thereof S. 80° 4' E. 93 27/100 poles to the beginning, Containing 89 135/160 acres more or less and is one equal one half of Broomes part of said No 5505 neither more nor less. On the 12th day of March 1855 at 3 o'clock P. M. said mortgage was delivered to the Recorder of Union County and was entered on the Records in Book No. 2 p. 161 on the 13th of March 1855. Said mortgage was conditioned as follows:- "Whereas the said John H. Stewart hath executed to the said Robson L. Broome his promissory note of even date herewith for the payment of the following sum of money at the time following to-wit:- Three Hundred Dollars on or before the 9th day of March A.D. 1857 with eight per cent interest payable annually- Said note is in part payment for the above described piece of land- now if the said John H. Stewart shall pay said sum of money to the said Robson L. Broome or his assigns when the same respectively becomes due with the interest, then these presents to be void." The defendants David Shuler and Edward Robinson have or claim some lien or interest in said premises but plaintiff avers that the same is subordinate to plaintiffs claim and plaintiff asks that they be compelled to set the same up or be forever cut-off from asserting the same. The said deed has become absolute; there is due and unpaid on said indebtedness Three Hundred Dollars with interest at 8 per cent per annum payable annually from March 9th 1857. The plaintiff therefore asks judgment against the said defendant John H. Stewart in said sum of Three Hundred Dollars with interest thereon at 8 per cent per annum payable annually from March 9th 1857, and that said premises may be sold and proceeds applied to the payment of said judgment and for such other and further relief as equity requires.

J. B. Cole & Son Attys. for Plff.

State of Ohio }
Union County, ss } Abner Said plaintiff, being duly sworn says the facts stated and allegations in his foregoing pleading are as he believes true.

Abner Said, Executor

Sworn to and subscribed before me this 27th day of Oct. 1885,

J. Q. Burgner, Clerk

"A"

Copy of Note and Endorsements.

"$300— Two years after date for value received, I promise to pay R. L. Broome"

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2nd Amended Petition

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" or bearer Three Hundred Dollars with eight per cent interest annually until "
" paid (the said note is not to become due or payable until the said John H "
" Stewart is satisfied that the title to the land for which above note is given "
" is perfect "
" March 9th 1855. (signed) "John H. Stewart" "
" 1st Endorsement: Interest paid to March 9th 1886. "
" 2nd Endorsement: Interest paid to March 9th 1887. "
" 3rd I assign the within note to Presley Said without recourse. "
"January 11th 1860" (signed) R. L. Browne.

Afterwards on the 2nd day of Nov. A.D. 1886, a Demurrer was filed with the Clerk of said Court which reads as follows, to-wit:-

Abner Said, as Executor of
Presley Said decd. Plaintiff
vs.
Demurrer
John H. Stewart, David Shuler
and Edward Robinson, Defendant.

Court of Common Pleas
Union County Ohio.
Demurrer.

4835 The said defendant John H Stewart demurs to the amended petition of the plaintiff and for cause of demurrer says:-
1. That said amended petition does not state facts sufficient to constitute a cause of action against said John H. Stewart defendant.
2. That the said first cause of action in said amended petition stated does not state facts sufficient to constitute a cause of action.
3. That the said second cause of action in said amended petition contained does not state facts sufficient to constitute a cause of action.

By Cachee & Van Deman
Attorneys for said John H. Stewart.

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

Abner Said, Exr. of the will of
Presley Said decd, Plaintiff
vs.
Entry
John H. Stewart, David Shuler and
Edward Robinson, Defendants

This day this cause came on to be heard upon the demurrer of the defendant John H. Stewart to the
4835 amended petition of the plaintiff and was argued by counsel, on
Consideration whereof the Court doth sustain said demurrer to which
the said plaintiff did except. Thereupon on application of the plaintiff
leave is given to the plaintiff to file another amended petition within
20 days from the rising of this Term of Court. And that defendant
John H. Stewart have leave to reply thereto in thirty days thereafter
to which permission to the plaintiff to file another amended petition the
defendant John H. Stewart did object and except. Thereupon this
cause is continued

4835 Afterwards on the 26th day of April A.D. 1886 the following 2nd
Amended Petition was filed with the Clerk of said Court, to-wit:
2nd Amended Petition
Abner Said Exr. of Presley Said decd, Pltff.
vs.
John H. Stewart, David Shuler and
Edward Robinson, Defendants

Union Common Pleas
Amended Petition.
On the 26th day of March 1885

Presley Said died, leaving a will whereby he appointed plaintiff his sole Executor thereof, which will was on the 4th day of April 1885, duly admitted to probate in the Probate Court of Delaware County Ohio, and letters testamentary were on the 4th day of April 1885, duly issued by said Court thereon to plaintiff who thereupon duly qualified and entered upon the duties as such executor

On the 9th day of March A. D. 1855, one Robson L. Broome sold to John H. Stewart one of the defendants 89 135/160 acres of land hereinafter described, and for a part of the purchase money of said land, the said John H. Stewart executed and delivered to said Broome a note of that date for Three Hundred Dollars payable in two years after date with interest at 8 per cent per annum from date payable annually, but as to payment subject to the following condition in said note, viz: "the said note is not to become due and payable until the said John H. Stewart is satisfied that the title to the land for which above note is given is perfect."

A copy of said note and condition is given in second cause of action herein. Said note was on the 11th day of January 1860, by said R. L. Broome for a valuable consideration duly assigned in writing to said Presley Said, and at the death of said Presley Said said note passed to plaintiff as his Executor of his said will, and is now held and owned by plaintiff as such Executor under and by said will. Interest to March 9th 1857 has been paid on said note. The condition contained in said note has been performed and the said note has become absolute, within the last 15 years prior to commencement of this action

There were reasonable doubts about the perfection of the title arising from rumors and reports of objections thereto (the nature of which plaintiff is ignorant of, or what they were founded on) and from imperfections of the Auditors and Recorders Records of this said County, the defendant John H. Stewart has better means than plaintiff of knowing and knows what his objections to the title were and what they were founded on

But said John H. Stewart has become satisfied that the title to said land is perfect and that it was perfect at the date of said purchase thereof by him, And plaintiff avers that he became so satisfied in or about November A. D. 1881, and thereupon said note became due and payable. There is due and unpaid on said note the sum of three Hundred Dollars with interest thereon at 8 per cent per annum payable annually from March 9th 1857.

The plaintiff further says that at the time of delivering the said note in the above 1st cause of action described and of which the following is a copy, to-wit:

"$300- Two years after date for value received I promise to pay R. L. Broome"
"or bearer three hundred dollars with eight per cent interest annually until "
"paid (the said note is not to become due or payable until the said John H "
"Stewart is satisfied that the title to the land for which the above note is "
"given is perfect." (signed) "John H. Stewart."

And to secure the payment of the same the defendant John H. Stewart duly executed and delivered to said R. L. Broome his mortgage deed conveying the following premises: being part of Va. Military Survey No 5505 beginning at a stone and pieces of crock in the original East line of said Survey and North East corner of a lot of 89 135/160 acres sold by said Broome to

Presley Said, thence with N. line of Saids S. 80. 24" 149 poles to a stake his N. W. corner, and in the East line of a lot of 63 acres part of said Survey formerly occupied by Wm S. Robson thence with his line and the East line of a lot of 63 acres part of said Survey occupied by John Stewart N. 11° 15" W 96 7/100 poles to a white ash fallen black and water beech in the original North line of said Survey, thence with said line correcting the course thereof N. 81°45" E. 154 1/2 poles to a stake at the intersection of original lines in the place of a beech and sugar tree fallen and decayed, thence with the original East line of said Survey correcting the course thereof S. 8° W 93 27/100 poles to the beginning containing 89 135/160 acres more or less and is one equal half of Broomes part of said Survey No. 5505 whether more or less. Said mortgage was conditioned "that whereas the said John H Stewart hath executed to the said Robson L. Broome his promissory note of even date herewith for the following sum of money at the time following, to-wit:- Three Hundred Dollars, on or before the 9th day of March A.D. 1857, with eight per cent interest payable annually said note is in part payment for the above described piece of land - now if the said John H. Stewart shall pay said sum of money to the said Robson L. Broome or his assigns when the same respectively becomes due with the interest then these presents to be void otherwise to remain in full force". But said mortgage was in fact intended and given to secure said note subject to its condition.

The defendants David Shuler and Edward Robinson have or claim some lien or interest in said premises but plaintiff avers that the same is subordinate to plaintiffs claim and plaintiff asks that they be compelled to set the same up or be forever cut off from asserting the same.

The condition in said note has been performed - It was performed on Nov. 1881 and said Stewart has become satisfied of the perfectness of said title. He became so satisfied within 15 years of the commencement of this suit and on or about Nov. 1881, and the said note has become absolute. Said mortgage was filed for record in the Recorders Office of Union County, Ohio at 3 o'clock P. M. March 12th 1855 and duly recorded March 13th 1855 in Book 2 page 161 of his Records. The said deed has become absolute; there is due and unpaid on said indebtedness Three Hundred Dollars with interest at 8 per cent payable annually thereon from March 9th 1857. The plaintiff therefore asks judgment against the said defendant John H. Stewart in said sum of Three Hundred Dollars with interest at 8 per cent per annum payable annually from March 9th 1857, and that said premises may be sold and proceeds applied to the payment of said judgment, and for such other and further relief as equity requires.

P. B. Cole + Son, Pltffs Attorneys

State of Ohio
Union County, ss. } Abner Said plaintiff being sworn says the facts stated and allegations in his foregoing pleading are as he believes true

Abner Said

Sworn to and subscribed before me this 26th day of April 1886.

W. C. Wallis J. P.

Afterwards on the 19th day of July A.D. 1886, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

(Over)

4835 Entry

Abner Sand, Executor of Presley Sand dec'd., Plff
vs.
John H. Stewart, David Shuler & Edward Robinson Defts.

Entry.

This day this cause came on to be heard on the motion filed by the defendant-John H. Stewart May 19th 1886, to strike from plaintiffs petition certain redundant and irrelevant matter. On consideration whereof the Court doth sustain said motion as to the matter mentioned under (3rd) third and sixth (6th) ground thereof and doth overrule said motion as to the fifth, first, second, fourth and seventh grounds thereof to which decision & judgment of said Court in overruling said motion as to said 1st 2nd, 4th, 5th and 7th grounds thereof the said defendant-John H. Stewart did except. And thereupon leave is given to plaintiff to amend said last amended petition within 20 days from the date of this entry and leave is given to defendant-John H. Stewart to further plead within 30 days thereafter and this cause is continued.

Afterwards on the 7th day of August A. D. 1886, the following Amended petition was filed with the Clerk of said Court. to-wit:-

Amended Petition

Abner Sand, Executor of
Presley Sand dec'd, Plaintiff
vs.
John H. Stewart, David Shuler & Edward Robinson, Defendants

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

4835

Now comes the plaintiff and by leave of this Court files this his amended petition and says:-
On the 26th day of March A. D. 1885 Presley Sand died leaving a will whereby he appointed plaintiff sole executor thereof. Said will was on the 4th day of April A. D. 1885, duly admitted to probate in the Probate Court of Delaware County, Ohio and on said 4th day of April letters testamentary were duly issued thereon by said Probate Court to plaintiff who thereupon duly qualified and entered upon his duties as such Executor.

Plaintiff further says: On the 9th day of March A. D. 1855, one Robson L. Broome sold and conveyed to said John H. Stewart defendant herein by deed with covenants of general warranty 89 133/160 acres of land hereinafter described and the said John H. Stewart then executed to said Robson L. Broome and delivered to him his certain promissory note of said date for a part of the purchase money of said land, to-wit: for the sum of Three Hundred Dollars payable in two years after date with interest at 8 per cent per annum payable annually from date, but as to payment said note was subject to the following conditions therein stated viz:- "the said note is not to become due and payable until the said John H. Stewart is satisfied that the title to the land for which the above note is given is perfect." Said note was on the 11th day of January 1860 for a valuable consideration duly assigned in writing to said Presley Sand by said Robson L. Broome, and at the death of said Presley Sand said note passed to plaintiff who now holds and owns the same as such Executor under and by virtue of said will.

Interest to March 9th 1857 has been paid on said note.

The condition in said note has been performed. There were reasonable doubts of the perfectness of said title arising from the discription in the earlier conveyances thereof being indefinite and uncertain when unaided by reference to a deed for other land which latter deed was unrecorded and could not be found; and from claims that part of the title remained in a former owner, one Ann Price, and from the conveyance of said land under a void order of Court which conveyance being unauthorized but of record in this County operated as a Cloud on said title, and from other reasons unknown to plaintiff. And in consequence thereof said Stewart remained, and had good grounds to be satisfied of the perfectness of said title until about Nov. 1881 when by special investigation all said doubts being removed said Stewart became satisfied therewith and said note then became absolute, due and payable. There is due and unpaid on said note the sum of Three Hundred Dollars with interest thereon at 8 per cent payable annually from March 9th 1857, and interest on said annual installments of interest from the dates on which they severally became payable, for which plaintiff asks judgment.

Second cause of Action: Plaintiff says that on March 9th 1857, at the time of delivering the said note in his first cause of action above described and to secure the payment of the same of which note the following is a copy, to-wit:

" $300. Two years after date for value received I promise to pay R. L. "
" Broome or bearer Three Hundred Dollars with eight per cent interest annu- "
" ally until paid (the said note is not to become due or payable until the "
" said John H. Stewart is satisfied that the title to the land for which "
" the above note is given is perfect. "
" March 9th 1857. (Signed) John H. Stewart "

the said defendant John H. Stewart executed and delivered to said R. L. Broome his mortgage deed conveying the following premises: being part of Military Survey No 5505, beginning at a stone and pieces of rock in the original E. line of said Survey and N. E. corner of a lot of 89 135/160 acres sold by said Broome to Presley Said, thence with North line of Said 880. 24, 144 poles to a stake his N. W. corner and in the East line 63 acres part of said Survey formerly occupied by W. S Rawlstone, thence with his line and the East line of a lot of 63 Acres part of said Survey occupied by John Stewart N. 11- 15- W. 96 77/100 poles to a white ash fallen black and water beech in the original north line of said Survey, thence with said line correcting the course thereof N. 81 45- E. 154 1/2 poles to a stake at the intersection of original lines in the place of a beech and sugar tree fallen and decayed, thence with the original East line of said Survey correcting the course thereof S. 8° 93 27/100 poles to the beginning, Containing 89 135/160 acres more or less and is one equal half of Broomes part of said Survey No 55-05- whether more or less. Said mortgage was conditioned "that whereas the said John H. Stewart hath executed to said Robson L. Broome his promissory note of even date herewith for the following sum of money at the time following to-wit:- Three Hundred Dollars on or before the 9th of March 1857 with eight per cent interest payable annually Said note was part payment for the above described land, now if the said John H. Stewart shall pay said sum of money to the said Robson L. Broome or his assigns when respectively becomes due with the interest, then these presents to be void, otherwise to remain in full force.

The defendant David Shuler and Edward Robinson have or claim to have or claim some interest or lien on said premises but plaintiff avers that the same is subordinate to the said claim of plaintiff. Said mortgage was filed for record in the Recorders Office of said County of Union Ohio at 3 o'clock P. M. on the 12 day of March 185-5 and was duly recorded March 13" 185-5, in Book 2 page 161 of his records. The said deed has become absolute there is due and unpaid on said indebtedness Three Hundred Dollars with interest at 8 per cent thereon payable annually from March 9th 185-7.

The condition in said note was performed and said note became absolute due and payable about Nov. 1881, and said mortgage thereon became absolute. There were reasonable doubts of the perfectness of said title arising from the descriptions in the earlier conveyances thereof being indefinite and uncertain when unaided by a reference to a deed for other land, - which latter deed was unrecorded and could not be found: and from claims that part of the title remained in a former owner, one Ann Price and from a conveyance of said land under a void order of Court, which conveyance being unauthorized but of record in this County operated as as a cloud on said title and from other reasons unknown to plaintiff. And in consequence of said doubts and objections said Stewart remained remained and had good grounds to be unsatisfied of the perfectness of said title until about Nov. 1881, when by investigations which he had continued with diligence from the date of said deed to have all said doubts and uncertainty as to his title were removed and the perfectness of said title ascertained and he became satisfied therewith, of its perfectness, as provided and conditioned in said note. And the plaintiff therefore asks judgment against the said defendant John H. Stewart in said sum of Three Hundred Dollars with interest thereon at 8 per cent payable annually from March 9" 185-7 and interest on each annual installment of said interest from the time it fell due. And that said premises may be sold and the proceeds applied to the payment of said judgment and for such other and further relief as may be proper and equitable

P. B. Cole & Son Pltffs Attorneys

State of Ohio
Union County ss. } Abner Said plaintiff being sworn says the facts stated and allegations contained in the foregoing pleading are as he believes true.

Abner Said

Sworn to and subscribed before me this 7th day of August 1886.

{Seal}

R. L. Woodburn Notary Public

Afterwards on the 3rd day of Sept. A. D. 1886, a motion was filed with the Clerk of said Court which reads as follows, to-wit:-

Abner Said, Executor of the last will & testament of Presley Said dec'd Pltff
vs
John H. Stewart, David Shuler and Edward Robinson Defendant.

Court of Common Pleas, Union Co. Ohio
Motion to make Plaintiffs 3rd Amended Petition more definite and certain.

1st Motion =

Now comes the defendant John H. Stewart and moves the Court to require the plaintiff to make his first cause of action

in his said 3rd Amended petition more definite and certain in this, to wit:-
1st: That he set out and state whether the title that said Stewart acquired from said Robson L. Browne was on the 9th day of March 1855 and at the time of the conveyance of the said land, in the petition mentioned, from Browne to Stewart was perfect.
2nd: That if said title was not perfect he be required to so state.
3rd: That he be required to state if said title was not perfect in 1855; when it became perfect, if it ever did become perfect.
4th: That he be required to set out what was the consideration for the assignment of said note in the petition mentioned to said Presley Said, as the same was over due when assigned.
5th: That he set out a copy of said note or attach a copy to said petition and to said first cause of action.
6th: That he set out a copy or copies of all endorsements and assignments written on said note.
7th: That he set out by whom the alleged conditions in said note was to be performed.
8th: That he set out how and when the alleged condition of said note was to be performed and what facts constituted such performance.
9th: That he set out when and by whom and how said condition was performed, and what facts constituted such performance.
10th: That he set out what were the "reasonable doubts" of the perfection of said title, and what facts existed that cast doubt on the title.
11th: That he set out whether the "description" in the earlier conveyance are good or bad, whether such conveyance conveyed the title or did not. whether Ann Price was the owner and had title to all or part of the land on March 9th 1855 and whether on March 9th 1855 the "word order of the Court" mentioned in said 6th cause of action affected said title, and whether it made said title imperfect in law and in fact.
12th: That he state on what facts and condition of things "special investigation" discovered which removed, as he alleges Stewarts doubts and on which he "became satisfied."
13th: That he set out what means of knowledge said Stewart had that plaintiff did and does not have, and which he says are reasons unknown to him and how said "unknown reasons" satisfied Stewart.
14th: That he state on what facts he bases his allegation that Stewart became satisfied and that said note became due in Nov. 1881 and not in March 1859.
15th: That he state the specific date when and the specific circumstances and facts showing when Stewart became satisfied that said title was perfect when the land was acquired by Stewart and showing when said note became due.
16th: That he state how he knew that Stewart was not satisfied that said title was perfect on March 9th 1859, and that Stewart was not in law bound and presumed to be satisfied thereof on March 9th 1859.

2nd Motion.

And said defendant John H. Stewart further moves the Court to require the plaintiff to make his second cause of action in his said 3rd amended petition more definite and certain in this:-
1st: That he state when and how said mortgage deed became absolute.
2nd: That he state when said sum of $300 and interest as alleged in

second cause of action became due.
3rd: That he state what condition in the note in said 2nd cause of action mentioned were performed.
4th That he state when and how said pretended and alleged "condition" was performed, and what fact or facts constituted such performance and that he state the facts definately and specifically and that he fix the precise date when said condition of said mortgage was broken and when said note became due, if it has ever become due.
5th: That he state what reasonable doubts there were of the perfectness of said title - what facts made the doubts and what facts made the doubts reasonable. That he inform the Court and opposite counsel what gave rise to the doubts, so that they can judge whether they were reasonable or not: That he state whether the "earlier conveyance" he mentions were so indefinite and uncertain in their description as to avoid such conveyance.
6. That he state whether Robson L. Broome, when he conveyed the said land to said Stewart had and conveyed a good complete and perfect title to said land: and whether the unauthorized conveyance mentioned by plaintiff was in the chain of title to said land, and whether such unauthorized conveyance was good or bad.
7th That he state what the grounds were on which Stewart "had good grounds" to be dissatisfied: and what facts were discovered by investigation which removed all doubts as to the perfection of said title and when those investigations were made.

By Carter & Van Deman Attys for said Stewart

Afterwards on the 20th day of November A.D. 1886, an Entry was made on the journal by the Clerk of said Court which reads as follows, to-wit:-

Abner Said Executor &c
vs
John H. Stewart et. al.

Entry on Motion to reform petition

4836-

This day this motion came on to be heard and was argued by Counsel and submitted to the Court, whereupon the Court being fully advised in the premises do overrule said motion and the defendant has to the 20th day of December to plead to the plaintiffs petition. To which ruling of the Court the defendant excepts

Afterwards on the 2nd day of December A.D. 1886, the following Demurrer was filed with the Clerk of said Court, to-wit:-

Abner Said Executor of
Presley Said dec'd., Plaintiff
vs.
John H. Stewart, David Shuler and
Edward Robinson, Defendants

Court of Common Pleas
Union County, Ohio.
Demurrer by John H. Stewart.

Now comes the defendant John H. Stewart and demurs to the amended petition of the plaintiff last filed in this case, and for cause of demurrer says
1st That said amended petition does not state facts sufficient to constitute a cause of action.

By Carter & Van Deman Attorneys for Defl. Stewart

Demurrer

4836-

Entry

4835-

Demurrer

4830-

Afterwards on the 2nd day of Dec. A.D. 1886, a Demurrer was filed with the Clerk of said Court which reads as follows to-wit:-

Abner Said, Executor of Presley Said dec'd Plff
vs.
John H. Stewart, David Shuler & Edward Robinson, Defts

Court of Common Pleas
Union County, Ohio.
Demurrer by Ed Robinson

Now comes Edward Robinson defendant and demurs to the plaintiffs amended petition (last herein filed) and for cause of demurrer he says:

1st That said amended petition does not state facts sufficient to constitute a cause of action.

2nd That said petition does not state facts sufficient in law to constitute a cause of action or ground for relief against him said Edward Robinson.

By Harper & Van Deusen Attys for said Robinson

Entry

4835-

Afterwards on the 1st day of April A.D. 1887, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Abner Said, Executor of the last will and testament of Presley Said dec'd, Plaintiff
vs.
John H. Stewart, David Shuler and Edward Robinson, Defendants.

Court of Common Pleas
Union County, Ohio,

This day this cause came on to be heard upon the demurrer of John H. Stewart one of the defendants to the third amended petition in the case (being the last amended petition filed by plaintiff in this case) and was argued by counsel on consideration whereof the Court doth sustain said demurrer:

And the cause was also further heard on the demurrer of Edward Robinson one of said defendants to said amended petition and was argued by counsel, on consideration whereof the Court doth sustain said demurrer, to which ruling and judgment of the Court sustaining said demurrer and each of them the plaintiff did by his counsel then except.

And thereupon the plaintiff being in default for further pleading and not demanding or desiring to further plead it is considered by the Court that the said defendants and each of them go hence without day and that the defendants recover of the plaintiff to be levied of the assets of said estate of Presley Said dec'd in his hands, the costs of this case taxed to $
To which judgment the plaintiff did by his counsel except.

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

Pleas before his Honor John A Price Judge of a Court of Common Pleas begun and held at the Court-House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio: on the 19th day of February in the year of our Lord one thousand eight hundred and eighty-five. Heretofore, to-wit:- On the 12th day of February A.D. 1884, a petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

C. S. Chapman, Plaintiff

Against

Anna Mary Warner, John Warner, Nathan Howard, Uriah Cahill, Luther Liggett & Hulonia Kreidler, Defendants

Court of Common Pleas
Union County, Ohio.

4461

The plaintiff says: that on the 8th day of April A.D. 1882, the defendants Anna Mary Warner and John Warner, who are husband and wife, made and delivered to plaintiff their promissory note of that date and thereby promised to pay to plaintiff, or order the sum of Two Hundred Dollars in one year after the date thereof at eight per cent interest from date - interest payable annually, for value received (a copy of said note is hereto attached marked exhibit "A.")

Copy of Note

2nd the defendants Anna Mary Warner and John Warner on the 8th day of April 1882, to secure the payment of said note executed and delivered to the plaintiff their mortgage deed and thereby conveyed to the plaintiff his heirs and assigns the following lands and tenements situate in the County of Union in the State of Ohio and being part of U. M. Survey No. 3361 within the village of Marysville and bounded and described as follows, to-wit:- Being two acres off of the South end of the following described premises - Beginning at a large red oak near the bank of Mill Creek corner to H. McFaddens land, thence with (his) line S. 72° E 17 7/10 poles to a stone; thence S. 5° E 17 3/10 poles to a stone in the center of the Waldo Road (a small ash brace S. 37½° W 10½ links) thence with the center of said road S. 1° W. 30 poles to a stone corner to a lot owned by Winget & Vosbury (at one time) thence with the North line of said lot N. 88½° W 30 20/100 poles to a stone corner to said lot in the division line between D. W. Henderson and Richard Westlake as run by A. S. Mowry, January 12th 1867: thence with said line N. 3¾° W. 25 47/100 poles passing 11 links West of two Sycamores on the bank of Mill Creek to the center of the creek, thence down said creek with the meanders as follows: N 79½° E. 4 70/100 poles, N. 5½° W. 25½ poles N. 56¾° E 6 32/100 poles N 79½° E 12 poles: thence leaving the creek S. 40° W. 6 77/100 poles to beginning containing 9¾ acres more or less. the condition contained in in said mortgage deed was in substance that if said Anna Mary Warner and John Warner should pay said promissory note and the interest thereon when the same became due together with the interest thereon then said mortgage should be void otherwise to be and to remain in full force and virtue in law.

Praecipe

3rd On the 8th day of April 1882, 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 April 20th 1882 in Record of mortgages Vol. 17 page 426

4th the defendants Nathan Howard, Uriah Cahill and Luther Liggett as

Commissioners of Union County, Ohio, hold a mortgage on the above described premises - The defendant Abalonia Kreidler also holds a mortgage on said premises - plaintiff therefore asks that they each be made defendants herein and required to answer and set-forth whatever claim if any they may now have upon said premises by virtue of said mortgage or otherwise.
6th. The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Two Hundred Dollars with interest thereon from April 8th 1882 @ 8% and interest on Sixteen Dollars from Apl 8th 1883 @ 6%.
6th. The plaintiff therefore asks that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said debt and for all proper relief.

A.T. Carpenter Atty. for Plaintiff

The State of Ohio } ss
Union County, ss. } C. S Chapman the above named plaintiff being sworn says the facts stated and allegations contained in his foregoing petition are true as he verily believes. C. S Chapman.

Sworn to by C. S Chapman before me and signed by him in my presence this 12th day of February 1884. J. Q. Burgner, Clerk

Copy of Note

" $200.00 Marysville O. April 8th 1882 "
" One year after date I promise to pay to the order of C. S Chapman "
" Two Hundred Dollars at 8% interest from date until paid. Interest payable annually value received " {signed} Anna Mary Wannie "
" John Wannie "

Praecipe

To Clerk:-
Issue summons upon petition returnable according to law
Endorse - "Amount claimed $200.00 @ 8% int from April 8th 1882 & 6% from April 8th 1883 on $16.00 and foreclosure of mortgage A.T. Carpenter.

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

The State of Ohio } Summons
Union County, ss } To the Sheriff of the County of Union, Greeting:-
We command you to notify Ann Mary Wannie, John Wannie, Nathan Howard, Uriah Cahill, Luther Liggett and Abolond Kreidler that they have been sued by C. S. Chapman in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of March A.D. 1884 the petition of said C. S. Chapman against them filed in the Clerks Office of said Court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons, on the 25th day of Feb. A.D. 1884.
Seal Witness my hands and the seal of said Court, this 12th day of February A.D. 1884. J. Q Burgner, Clerk.
Endorsed: An action for foreclosure of mortgage. Amount claimed $200.00 at 8% int. from April 8th 1882 and 6% int after April 8th 1883 on $16.00
Carpenter & Pliffs Attorney

Said Writ returned and filed Feb. 25th 1884, endorsed as follows, to-wit:-

The State of Ohio, } Sheriffs Return
Union County, ss } Received this Writ Feb. 12th A.D. 1884, at one o'clock

P. M. and pursuant to its command, on the 14th day of February A.D. 1884 I served the same by delivering to the within named Anna Mary Wanner and John Wanner and on the 23rd day of February 1884 by delivering to the last-four of the within named defendants true copies of this writ with endorsements thereon ~~on~~ Seivce 1.05, Mileage 3.20, Cofe 1.20, Total 5.45

John Hobensack Sheriff of Union County O.

Afterwards on the 25th day of February A.D. 1884, an Answer and Cross petition was filed with the Clerk of said Court which reads as follows:-

C. S. Chapman Plaintiff

vs.

Anna Mary Wanner, John Wanner, Nathan Howard, Uriah Cahill, Luther Liggett and Abalonia Kreidler Defendants

In the Court of Common Pleas of Union County Ohio.

Answer + Cross petition of Nathan Howard Uriah Cahill and Luther Liggett as Commissioners of Union Co. Ohio

Answer + Cross petition

4461

And now come the said defendants Nathan Howard, Uriah Cahill and Luther Liggett and say: That they are the duly elected and qualified County Commissioners of Union County Ohio, that on the 10th day of February A.D. 1883 the said defendants Anna Mary Wanner and John Wanner made and delivered to said defendants the County Commissioners of Union County Ohio, their promissory note of that date and thereby promised to pay to these said defendants the sum of Three Hundred and Seventeen Dollars and Fifty Cents in three months after the date thereof with eight per cent interest thereon from the date thereof if not paid when due. On the said 10th day of February 1883 the sum of Fifty Dollars was paid on said note by said John Wanner and on the 28th day of February 1883, there was paid thereon the further sum of One Hundred Dollars, and that no other payments have been made thereon.

On the 20th day of February A.D. 1883, the said defendants Anna Mary Wanner and John Wanner to secure the payment of said promissory note, executed and delivered to the said defendants the County Commissioners of Union County Ohio, their mortgage deed of that date and thereby conveyed to these said defendants, their successors and assigns the following premises, to-wit:- Situate in the village of Marysville, County of Union and State of Ohio, and known as part of Virginia Military Survey No. 3351, Being two acres off the South end of the following described premises: Beginning at a large Red Oak near the bank of Mill Creek corner to H. McFadden's land, thence with his line S. 72 E 17 44/100 poles to a stone, thence S. 5° E. 17 32/100 poles to a stone in the center of the Waldo Road (a small ash bears S. 37½° W. 10½ Links), thence with the center of said road S. 1° W. 30 poles to a stone, corner to a lot owned by Winget + Osbourn, thence with the North line of said lot N. 88½° W. 30 20/100 poles to a stone, corner to said lot in the division line D. W. Henderson and Richard Westlake as run by A. S. Mowry, January 12th 1867, thence with said line N. 3¾° W. 25 48/100 poles, passing 11 links west of two Sycamores on the bank of Mill Creek to the center of the Creek, thence down said Creek with the meanders as follows: at 79½° E 4 70/100 poles at 5½° W 25½ poles, at 5.6¾° E 6 32/100 poles at 79½° E 12 poles, thence leaving the Creek S. 40° W. 64 4/100 poles to the beginning. Containing 9¾ acres more or less.

Summons in Cross Petition

4461

Also another property as follows: Situated in the village of Marysville Union County, Ohio, being the west half of sub-division No. 3 of Int Lot No 49 in said village as shown by plat of deed by S. B. Woodburn Admr. to Lewis Thompson February 1877 Beginning in the north line of said lot No. 49 and 43 feet from the North West corner of said lot, and North East corner of sub-division No 2 of said lot: thence with the north line of said lot S. 83° E 21 feet to a stake in said north line, thence S 12° W. 48 1/4 feet to a stake in the north line of sub-division No. 5 of said lot; thence with the north line of said sub-division No 5: 88° W. 21 feet to the South East corner of said sub-division No. 2, thence with the line of said sub-division No. 2, N. 2° E 48 1/4 feet to the beginning.

The condition contained in said mortgage was in substance that if the said Anna Mary Wanner and John Wanner should pay, or cause to be paid to these defendants the said promissory note when the same should become due then said mortgage to be void otherwise to remain in full force in law.

On the 20th day of February 1883, at 4 1/2 o'clock P. M. said mortgage was duly left for record at Recorders Office of Union County, Ohio, and was duly recorded February 23rd 1883 in Volume 18 page 579 of the Records of Mortgages of said Union County Ohio. Said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of One Hundred and Sixty Seven and 50/100 Dollars, with interest thereon at the rate of eight per centum per annum from the 10th day of February A. D. 1883, Said mortgage is the second lien on the first above described premises and the first and best lien on the second above described premises

The said defendants, the County Commissioners of Union County, Ohio, therefore ask that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds applied to the payment of these said defendants claims, and for all other and proper relief in the premises

Brodrick & McCampbell Attys. for Defts, the Co. Commissioners

The State of Ohio
County of Union, ss. } Luther Liggett, one of the above named defendants, being sworn makes oath that the facts stated in the foregoing answer and Cross petition are as affiant believes true.

Luther Liggett

Sworn to by said Luther Liggett before me and signed by him in my presence this 25th day of February A. D. 1884.

J. Q. Burgner, Clerk.

Clerk:-

Issue summons to the defendants Anna Mary Wanner and John Wanner on above Cross-petition: Indorse: Foreclosure of mortgage Amount claimed $167.50 with 8 per cent int. from February 18th 1883

Brodrick & McCampbell Attys. for Co. Commissioners

Summons in Cross Petition 4461

Afterwards on the 5th day of April A. D. 1884, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

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

The Sheriff of the County of Union: You are commanded to notify Anna Mary Wanner and John Wanner, that

Uriah Cahill et-al. The Commissioners of Union County Ohio has filed an answer and cross petition in the case of O.S. Chapman vs. Anna Mary Wanner et-al in the Common Pleas Court of Union County, and that unless they answer by the 3rd day of May A.D. 1884 the cross petition of the said Uriah Cahill et-al Commissioners of Union County, Ohio, against them filed in the Clerks office of said Court-such petition will be taken as true and judgment entered accordingly. You will make due return of this summons on the 14th day of April A.D. 1884. Witness my hand and seal of the said Court-at Marysville this 6th day of April A.D. 1884.

Seal

J. D. Burgner, Clerk of the Common Pleas Court-
Union County, Ohio.

Endorsed: Foreclosure of mortgage. Amount-claimed $167 50/100 with 8% int. from Feb. 10th 1883.

J. M. Brodrick Attorney

Said Writ-returned and filed April 14" 1884 Endorsed as follows, to-wit:-

Served on the 5th day of April 1887, and on the 14th day of April 1887, I served the same by delivering to each of the within named Anna Mary Wanner and John Wanner a true copy of this writ-with endorsements thereon. Sheriffs Fees: Copies 45, Service 40, Mileage 40-Total $1.30

John Hobensack Sheriff

Afterwards on the 15th day of May 1884, an Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

O.S. Chapman

vs

Anna Mary Wanner et-al

4461

This day this cause came on to be heard upon the answer and cross petition of the said defendant-the County Commissioners of Union County, Ohio and the Court find that-service of summons has been made upon the said defendants Anna Mary Wanner and John Wanner upon said answer and Cross petition and both of said defendants being in default-for answer and demurrer herein the Court-find that-the allegations of said answer and cross petition are confessed by them to be true: that-the defendants Anna Mary Wanner and John Wanner executed and delivered to the said defendant-the County Commissioners of Union County Ohio, the mortgage deed in said answer and cross petition described and on the premises therein described, that-said mortgage was duly recorded in book 18 page 579 of the records of mortgages of Union County Ohio, and is the first and best lien on the second described premises in said answer and cross petition contained and is a lien on said first-described premises therein set-forth.

Answer and Cross Petition 4461

The Court-further find that-the condition of defeasance in said mortgage has been broken, and that-the said defendant-the County Commissioners of Union County, Ohio are thereby entitled to have the defendants-Anna Mary Wanner and John Wanner's equity of redemption foreclosed.

It-is therefore considered, ordered and decreed that-unless the said defendants Anna Mary Wanner and John Wanner shall within ten days from the entry of this decree, pay or cause to be paid, to the Clerk of this Court-the costs in this case, and to said defendants the County Commissioners of Union County Ohio, the sum of One Hundred and Eighty Two and 75/100 Dollars, with interest from the 14th day of April A.D. 1884 at the rate of eight-per centum per annum according to the terms of said mortgage deed, the said defendants Anna Mary Wanner's and John Wanner's equity of redemption be foreclosed, and

and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of said Union County Ohio, directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Afterwards on the 17th day of May A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

C. S. Chapman
vs.
Anna Mary Wanner et-al.

4461

And now comes the said C. S. Chapman by A.T. Carpenter his attorney, and the said Anna Mary Wanner and her husband still failing to answer or demur to plaintiffs petition, this cause was heard upon the petition and answer and cross petition of other defendants. Whereupon it is considered that the said plaintiff is entitled to an account of the money due him in the premises, and the Court after hearing the evidence do find that there is due to the plaintiff on the note and mortgage in said petition described, after crediting thereon a payment of One Hundred and Sixteen Dollars made thereon on the 8th day of March 1884 and after this suit was commenced the sum of One Hundred and Sixteen and 46/100 Dollars with 8% interest from April 14th 1884, the first day of the present term of Court. It is therefore considered by the said Court here that the said plaintiff recover of the defendants Anna Mary Wanner and her said husband the said sum of One Hundred and Sixteen and 46/100 Dollars, with 8% interest from April 14th 1884, the sum so found due as aforesaid and also his costs taxed to $ And it is further ordered and adjudged that in case said defendants fail for ten days from this day to pay to the said plaintiff the said sum of One Hundred and Sixteen and 46/100 Dollars with 8% int. thereon from April 14th 1884, the sum so as aforesaid found due, with costs of suit an order issue to the Sheriff of said County commanding him to cause the said lands and tenements in said petition described to be appraised, advertised and sold according to law and apply the proceeds of said sale in satisfaction of the said sum so found due, in order of its priority with that of the other defendants having liens thereon with Costs of Suit.

Afterwards on the 17th day of May A.D. 1884, the following Answer and Cross petition was filed with the Clerk of said Court, to-wit:-

Court of Common Pleas, Union County, O.
Answer and Cross Petition of E. E. Shedd + Co.

Answer and Cross Petition

C. S. Chapman
vs.
Anna Mary Wanner et-al.

4461

And now comes the defendants E. E. Shedd + Co. by the leave of the Court first had, and answering by way of Cross petition say that on the 14th day of October 1876, they recovered a judgment before Wesley Harrard a Justice of the Peace within and for the township of Paris in the County of Union against John L. Huber for the sum of $184 07 who at that time owned the premises in the petition described and afterwards sold and conveyed the same to the defendant Anna Mary Wanner.

Transcript of said judgment was filed with the Clerk of Court in said County on October 16th 1876. On May 22nd 1877, the said John L. Huber paid on said judgment the sum of $100. On the 28th of October 1879 an Execution was issued to the Sheriff of said County which was on the 22nd day of December 1879 returned to Clerk of said Court filed

and endorsed as follows: The State of Ohio Union County, ss. I received this writ on the 28th day of October 1879 and on the 22nd day of December 1879, I levied on the following described real estate as the property of the within named John Huber to-wit:- Situate in County of Union in the Village of Marysville part of Survey No. 3357 and bounded and described as follows: Beginning at a red oak near the bank of Mill Creek corner to W. M. Faddens land thence with his line S. 72° E. 17 11/100 poles to a stone, thence S. 5° E. 19 32/100 poles to a stone in the center of the Waldo road (a small ash bears S 37½° W. 10½ links- thence with center of said road S. 1° W. 30 poles to a stone corner to a lot owned by Winget & Rosbury, thence with the north line of said lot N. 88½° W. 30 20/100 poles to a stone corner to said lot on the division line between D. M. Henderson and Westlake run by A. S. Money Jany 12th A.D. 1867, thence with to said line N. 3¾° W. 25 75/100 poles (passing 11 links West of two Sycamores on the bank of Mill Creek to the center of the Creek, thence down said Creek with the meanders thereof as follows N. 79½° E 4 78/100 poles N. 5½° W. 26½ poles N. 56¾° E. 6 38/100 poles N. 79½ E 12 poles,- thence leading the creek S 40° W. 6 44/100 poles to the beginning Containing (9 3/4) nine and three fourths acres be the same more or less. Ex Doc. "J." page 255, Ex. No. 2313.

There is due and remaining unpaid upon said judgment the sum of Ninety and 66/100 Dollars ($90 66/100) which the defendants E. E. Shedd & Co. claim with interest from May 22nd 1877, and for which they ask a decree and order of sale of premises in the petition described and for all proper relief.

Robinsons & Piper
Attys for E. E. Shedd & Co.

The State of Ohio
Union County, ss } L. Piper being duly sworn according to law says he is one of the attorneys of the foregoing named defendants E. E. Shedd & Co. duly authorized in the premises and that the facts stated and allegations in the foregoing answer and cross petition of the said E. E. Shedd & Co. are as affiant believes true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 17th day of May A.D. 1884.

J. Q. Burgner, Clerk.

Petition

1332

Entry

4461

Afterwards on the 19th day of February A.D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

O. S. Chapman Plaintiff
vs.
Anna Mary Wanner et. al. Defendants

This day came E. E. Shedd & Co and moved the Court for leave to file answer and cross petition in the above case which leave was granted by the Court and this cause came on then to be further heard upon the said answer and cross petition of the said E. E. Shedd & Co. was argued by counsel and submitted to the Court upon exhibits and testimony and the Court being fully advised in the premises do find that there is due to the said E. E. Shedd & Co. on claim as set forth in their answer and cross petition the sum of one hundred thirty two and 73/100 dollars ($132. 73/100) with interest from the first day of this term of this Court. And the Court further find that the same is a valid and existing lien upon the premises in the petition described.

It is therefore considered adjudged and decreed that unless the defendants Anna Mary Wanner and John Wanner or either of them shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the defendants herein E. E. Shedd & Co the sum so found due as aforesaid with interest from the first day of this term of this Court that an order of sale issue to the Sheriff of the said County of Union directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

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

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court-House in the town of Marysville, within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 3rd day of September in the year of our Lord one thousand eight hundred and eighty three. On the 7th day of September 1883, the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:-

The State of Ohio, } Petition and Answer in Cognovit.
Union County, ss. } In the Court of Common Pleas.

Wm Burgner & J. Q. Burgner
partners doing business under the firm
name & style of Wm Burgner & Son
vs.
C. J. Monroe and L. H. Monroe

Petition

Civil Action for Money Only.

Petition

4332

The Plaintiffs say that they are a copartnership for the purpose of doing business within the State of Ohio and not incorporated, the above named plaintiffs say that there is due to them from C. J. Monroe and L. H. Monroe defendants, on a promissory note made by the defendants dated the 9th day of November A. D. 1883, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Forty-four Dollars and Seventy-three Cents, with interest thereon from the 9th day of Nov. A. D. 1882. The plaintiffs further say that they are the legal owners and holders of said note that the same is due and unpaid. Wherefore, the Plaintiffs ask judgment against said defendants for the sum of One Hundred and forty-four Dollars and Seventy three cents, with interest from the 9th day of Nov. A. D. 1882.

John M. Brodrick Attys for Pltffs

The State of Ohio }
Union County, ss } J. Q. Burgner one of the above named plaintiffs being duly sworn, says that he believes the statement in the foregoing petition to be true.

J. Q. Burgner.

Subscribed by said J. Q. Burgner in my presence, and sworn to by him before me, this 7th day of Sept: A. D. 1883 E. W. Porter Notary Public Union County Ohio.

" $144.73 Nine months after date, for value received, we jointly "
" and severally promise to pay Wm Burgner & Son at their office "

"One Hundred and Forty four and 73/100 Dollars with interest at the rate of "
"8 per cent per annum and 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 be comes due, and confess "
"judgment thereon, against us, or either of us, in favor of the payee or en- "
"dorser hereof, for the sum due on said note, with all interest and costs "
"of suit; said judgment to draw the rate of interest specified in note after "
"rendition until paid. We do also hereby waive all right of appeal, the stay "
"of execution, the power and privilege to hold exempt from execution any "
"personal or real property belonging to us, or either of us, and release all "
"errors that may occur in the rendition of said judgment and all "
"right to sue out any writ of error: and our said Attorney is hereby au- "
"thorized to enter such release in said judgment. "
"Witness our hands and seals this 9th day of Nov. 1882." "C. J. Monroe {Seal} "
" L. G. Monroe {Seal} "

Petition

Wm. Burgner & Son
vs.
C. J. Monroe and L. G. Monroe

In Court of Common Pleas, Union County, ss.

Defendants Answer.

Answer

4332

And now come C. J. Monroe and L. G. Monroe 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 plaintiffs the holder of the note described in plaintiffs petition and against the above named defendants for the sum of One hundred and fifty three Dollars and thirty-five Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against 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. Sept 7th A. D. 1883

J. S. McCampbell Atty. for Defendant.

Wm. Burgner & Son
vs.
C. J. Monroe & L. G. Monroe.

Entry

4332

This day came the plaintiffs by John M. Brodrick their attorney, and thereupon came J. S. McCampbell one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said plaintiffs as is alleged in said plaintiffs petition, the sum of $153.35 ct. it is therefore considered that said plaintiffs do recover of said defendants the said sum of $153.35 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 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 A. R. Burgner Deputy

Pleas before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio on the 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 January A.D. 1887, a Petition was filed with the Clerk of said Court which reads as follows, viz:-

Petition

The Union Central Life Insurance Co. Plaintiff

vs.

Henry N. Amrine, Sarah E. Amrine, Abraham M. Amrine, Ora Amrine, Roney & Scott, Rachel J. Reaney Executrix of the last will and testament of Cornelia A. Taylor dec'd and D. W. Ayers, Defendants.

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

Petition

5234

Now comes the Union Central Life Insurance Company, plaintiff herein, and says that it is a corporation duly incorporated under the laws of the State of Ohio, as a Life Insurance company, and for a first cause of action against Henry N. Amrine and Sarah E. Amrine defendants, says:

I. That said Henry N. Amrine duly executed and delivered to it his promissory note, of which the following is a copy:-

$3000.00 Marysville, Ohio. January 17th 1884

One year after date, for value received, I promise to pay to the order of the Union Central Life Insurance Company, of Cincinnati, Ohio three thousand dollars ($3000.00), with interest at the rate of seven per cent per annum from date until paid, payable annually on January 1st of each year, excepting the last installment, which shall be due and payable with the principal. The principal and interest to be paid at the Home Office of said Company in Cincinnati, Ohio. Interest coupons are herewith attached, numbered one, and with this principal note are secured by a Mortgage Deed dated January 17th 1884.

The plaintiff is now the owner and holder of said note and there is due thereupon from said Henry N. Amrine to plaintiff, the sum of $3.000.00 with interest from January 17th 1885.

Coterminously with the execution and delivery of said note said Henry N. Amrine and Sarah E. Amrine, his wife, duly conveyed to plaintiff to secure the payment of said note their duly executed mortgage on the following described real estate, situate in the County of Union, State of Ohio, bounded and described as follows to-wit:- Part of Virginia Military Survey No. 5390, and bounded described as follows: beginning at a stone in the South line of said survey 5390, and south west corner to Mary M. Newlove's land: thence with said survey line S. 82 degrees W. 115 and 33/100 poles to a stone south west corner to a lot of land containing 7 acres conveyed by N. S. Lee to Henry N. Amrine January 21st 1879; thence with the west line of said lot of land N. 9 degrees W. 62 7/100 poles to a stone corner to said lot in the center of a road: thence with the center of said road N. 83 1/2 degrees E. 26 90/100 poles to a stone corner to a lot of land containing 20 acres conveyed by Martha E. Bennett to Henry N. Amrine January 11th 1879:

thence with the west line of said lot N. 7½ degrees W. 83½ poles to a stone north west corner to said lot in the south line of the Elijah Wolford farm; thence with the south line of said farm and continuing with the line of Addison Lee's land N 82 degrees E. 88 9/100 poles to a stone at the north-west corner of said Mary M Newlove's land; thence with the west line of said land S 7½ degrees E. 146 poles to the beginning containing ninety-one (91) acres. Said conveyance was conditioned, nevertheless, that if said Henry N. Amrine should duly pay at its maturity according to its tenor and effect, said note with all the installments of interest thereupon, then said conveyance was to be void; otherwise to be in full force. Plaintiff says that said condition has been broken, by the non-payment of interest since January 17th 1885: that said Sarah E. Amrine, wife of said Henry N. Amrine, joined with her husband in said mortgage and duly released her right of dower in said premises. said mortgage was duly filed for record with the Recorder of said County, on January 19th, 1884; and became and now is a subsisting first-lien on the real estate therein described, and is recorded in Vol 19 page 274 in Records of Mortgages of said county. The plaintiff says that said Abraham Van Amrine Ora Amrine, Roney & Scott, Rachel J. Reaney as Executor of the estate of Cornelia A. Taylor dec'd. and D. W. Ayers have some interest or lien upon said real estate the true nature of which, the plaintiff does not know.

2. Second cause of action:- For a second cause of action against Henry N. Amrine, defendant, the plaintiff says that there is due to it from said Henry N. Amrine, the sum of $150.30 with interest from December 9th 1884 upon his promissory note, of which the following is a copy:-

" $150.30 December 9, 1884 "

" On December 15th 1885 for value received, I promise to pay to "
" the order of the Union Central Life Insurance Company, $150.30 without "
" discount or defalcation, at their office at Cincinnati, O, being the "
" premium on Policy No. 285-17 in said company, bearing date Dec. "
" 17th 1883, said Policy including all conditions therein for surrender "
" shall without notice to any party or parties interested therein be "
" null and void on the failure to pay this note at maturity. In case "
" this note is not paid at maturity, the full amount of premium "
" shall be considered earned and payable without receiving the Policy "
"

H. N. Amrine

which sum plaintiff claims with interest as aforesaid.

3. Third Cause of Action:- For third cause of action against Henry N. Amrine, defendant the plaintiff says that there is due to it from said Henry N. Amrine the sum of $150.30 with interest from December 9 1886 upon his promissory note, a copy of which is as follows:

" $150.30 Marysville Ohio December 9th 1884 "

" On December 15, 1886 for value received, I promise to pay to the "
" order of the Union Central Life Insurance Company one hundred "
" and fifty and 30/100 dollars, without discount or defalcation, at their "
" office Cincinnati Ohio, being the premium on Policy No 285-17 in "
" said Company, bearing date December 17, 1883 said Policy including "
" all conditions therein for surrender shall without notice to any party "
" or parties interested therein be null and void on the failure to pay "
" this note at maturity. In case this note is not paid at maturity, the "
"

"full amount of premiums shall be considered earned, and payable without"
"receiving the Policy. Henry N. Amrine "
Which sum plaintiff claims with interest as aforesaid.

Wherefore plaintiff prays that the persons hereinbefore mentioned as having interest upon the real estate hereinbefore described, may be made parties to this action and required to set forth their several claims or interest that said sum of $3.000 with interest from January 17th 1885, be found to be due plaintiff from defendant, Henry N. Amrine; that the liens upon the real estate herein described, may be marshalled and priorities determined; that the equity of redemption of these defendants be foreclosed; that said real estate be sold as upon an execution and that first, out of the proceeds of said sale, after payment of costs and taxes, that said sum of $3.000 with interest from January 17th 1885 be paid to this plaintiff. Plaintiff also prays upon its its second and third cause of action for judgement against Henry N. Amrine in the sum of $300.60 with interest as follows: $150.30 with interest from December 15th 1885 and $150.30 with interest from December 15th 1886, and for all further relief necessary and proper in the premises.

Ramsey, Maxwell & Mathews and
Brodrick & Wm. Campbell, Attys. for Plaintiff

State of Ohio
County of Hamilton, ss } John W. Pattison being first duly sworn says that he is the President of the Union Central Life Insurance Company and that the allegations of the foregoing petition are true as he verily believes.

John W. Pattison

Sworn to and subscribed in my presence this 4th day of January A. D. 1887. H. Howard Merriam Notary Public, [Seal] Hamilton County, Ohio

Waiver of Summons

We hereby waive the issuing and service of Summons and enter our appearance herein this 7th day of January 1887,

Rachel J. Keaney as Executrix of the last will & testament of Cornelia A. Taylor dec'd By Brodrick & Wm. Campbell Their Attys
Ramsey & Scott. D. W. Ayers.

Praecipe

To Clerk of Union Common Pleas, Sir:-

Issue summons in the above case to Sheriff of Union County for Henry N. Amrine, Sarah E. Amrine Abraham W. Amrine and Cea Amrine, returnable according to law and indorse "personal judgment and Foreclosure: Amt. $3.300 6/100. Amt. on $3000 at 7% from Jany 17th 1885; Amt. on $150.30 from Dec 9th 1885 at 6% and Amt. on $150.30 from Dec. 15th 1886 at 6%. Ramsey, Maxwell & Mathews and Brodrick & Wm. Campbell Attys for Plff.

Afterwards on the 8th day of January A. D. 1887, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

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

We command you to notify Henry N. Amrine, Sarah E. Amrine, Abraham W. Amrine and Cea Amrine that they et. al have been sued by Union Central Life Insurance Company in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of February A. D. 1887, the petition of said plaintiff, The Union

Central Life Insurance Company against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgement rendered accordingly. You will make due return of this summons on the 17th day of January A.D. 1887, Witness my hand and the seal of said Court, this 8th day of January A.D. 1887.

Seal

J. Q. Burgner Clerk.

Endorsed:- An action for Foreclosure and personal judgment: Amount $3300 66/100. Int. on $3000.00 at 7% from Jany 17th 1885, Int. on $150.30 from Dec 9 1886 at 6% and Int. on $160.30 from Dec. 15th 1886 at 6%. Ramsey, Maxwell & Mathews & Brodrick & Mr. Campbell Atty's

Order of Sale

5·2 3 4

Said Writ returned and filed January 17th 1887 endorsed as follows, to wit:-

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

Received this Writ Jany 8th A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 15th day of January 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 defendants Henry H. Amrine and Abraham M. Amrine and by handing a true copy of this Summons with the endorsements thereon to the within named defendants Sarah E. Amrine and Ora Amrine

Fees: Service .75, Mileage 1.12, Copy .80, Total $2.67 Wm. Hopkins Sheriff

Afterwards on the 21st day of February A.D. 1887, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

5·2 3 4

The Union Central Life Insurance Co. vs. Henry H. Amrine, et. al. } In Union Common Pleas, Ohio.

Now comes the plaintiff by its attorneys and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, and that said Henry H. Amrine is indebted to plaintiff on the notes set forth in plaintiffs petition in the sum of $3767 86/100.

It is therefore considered by the Court that the said plaintiff, the Union Central Life Insurance Company, recover from the said defendant Henry H. Amrine, the said sum of $3767 86/100 with interest on $3454 86/100 thereof at 7% from Feby 21st 1887, and interest on $313 00/100 thereof at 6% from Feby 21st 1887 and his costs herein expended. The Court further find that in order to secure the payment of the note set forth in plaintiffs first cause of action, the defendants Henry H. Amrine and Sarah E. Amrine his wife executed and delivered to said Union Central Life Insurance Company, the plaintiff their certain mortgage as in the petition described and on the premises therein described that said mortgage was duly recorded in Book 19 page 274 in the Records of mortgages of said Union County, Ohio, and is a first and valid lien on the premises described in the petition and that the conditions of said mortgage have been broken.

It is therefore adjudged and decreed that unless the defendant Henry H. Amrine shall within one day from the entry of this decree pay, or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest as aforesaid, the defendants equity of redemption be

foreclosed, and said premises be sold; and that an order of sale issue therefor to the Sheriff of said County of Union, directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Afterwards on the 25th day of February A.D. 1887, the following Order of Sale was issued by the Clerk of said Court, to-wit:-

Order of Sale

Order of Sale

The State of Ohio }
Union County, ss. }

To the Sheriff of said County- Greeting:-

Whereas at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 21st day of February A.D. 1887, in the cause of The Union Central Life Insurance Company Plaintiff, and Henry H. Amrine et al. Defendants, said Union Central Life Insurance Company obtained a judgment or decree against the said Henry H. Amrine for the sum of thirty-four hundred and fifty-four and 81/100 dollars. And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Henry H. Amrine shall within one day from the 21st day of February A.D. 1887, pay unto the said Union Central Life Insurance Company the said sum of thirty-four hundred and fifty-four and 81/100 Dollars with interest from 21st day of February A.D. 1887 at the rate of per cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in plaintiffs petition, &c.; And whereas, the one day aforesaid have fully expired and the said sum of $3454.81 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed and appraise advertise and sell, as aforesaid the following lands and tenements, to-wit:- Situate in the Township of Paris, County of Union and State of Ohio, bounded and described as follows:- Part of U. M. Survey No. 5390, beginning at a stone in the South line of said Survey 5390, and South West corner to Mary M. Newlove's land; thence with said Survey line S. 82 degrees W. 115 and 35 poles to a stone South West corner to a lot of land containing 7 acres conveyed by W. S. Lee to Henry H. Amrine January 21st 1879; thence with the West line of said lot of land N. 9 degrees W. 62 50/100 poles to a stone corner to said lot in the center of a road; thence with the center of said road N. 83½ degrees, E 26 90/100 poles to a stone corner to a lot of land containing 20 acres conveyed by Martha E. Bennett to Henry H. Amrine January 11th 1879; thence with the west line of said lot 7½ East 83½ poles to a stone N. W. corner to said lot in the South line of the Elijah Wolford farm; thence with the South line of said farm and continuing with the line of Addison Lees land N. 82 degrees E. 88 90/100 poles to a stone at the north west corner of said Mary M. Newlove's land; thence with the west line of said land S. 7 2½ degree E 146 poles to the beginning containing ninety-one (91) acres.

We therefore Command You, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate under the Statute regulating

sales on 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 23rd day of February A.D. 1887.

Seal

J. D. Buegner Clerk

Sheriffs Return

The State of Ohio } ss.
Union County }

Sheriff's Return

In obedience to the command of the Order of Sale hereto annexed I did on the 23rd day of February 1887, summon George W. Court, Sol Butz and John 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 afterwards, on the 23rd 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 Forty-two and 50/100 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 23rd day of February 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 26th day of March A.D. 1887, at 1 o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit five consecutive weeks: and in pursuance to said notice I did on the 26 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 Alf Scott and James H. Roney who bid for the same the sum of Four thousand and Forty-nine and 50/100 Dollars and said sum being more than two thirds of the appraised value thereof, and said Alf Scott and James H. Roney 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 Four thousand and Forty-nine and 50/100 Dollars. Fees:- Serving 30, Summoning & Swearing Appraisers 1.20 Conveying Appr's 2.00 Writing Appraisal 30, Copy of Appraisal 30, Notice to Printer 30, Mileage 80, Postage 45: 49 Total $6.69 Appraisers Fees 3.00, Printers Fees 15.00.

W. Hopkins Sheriff

Sheriffs Return

Afterwards on the 17th day of May A.D. 1887 the following Proof of Publication was filed with the Clerk of said Court to-wit:-

Proof of Publication

5:234

Union Central Life Insurance Company

vs

Henry N. Annine et al.

Sheriffs Sale.

Court of Common Pleas Union Co. O.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio I will offer for sale at the north door of the Court-House in Marysville Ohio, on Saturday, March 26th 1887, at or about the hour of one o'clock

Entry

5:234

P. M. on said day the following described realestate to-wit:- Situate in the township of Paris, County of Union and State of Ohio and bounded and described as follows: Part of Virginia Military Survey No 5390, beginning at a stone in the South line of said Survey No 5390 and South west corner to Mary M. Newlove's land; thence with said survey line South 82° west- 115-35/100 poles to a stone. South west corner to a lot of land containing 7 acres, conveyed by W. S. Lee to Henry N. Amrine, January 21st 1879; thence with the west line of said lot of land north 9° west 62 5/100 poles to a stone, corner to said lot in the center of a road; thence with the center of said road north 83 1/2° E. 26 96/100 poles to a stone, corner to a lot of land containing 20 acres conveyed by Martha E. Bennett to Henry N. Amrine January 11th 1879; thence with the west line of said lot 1/2° west 83 1/2 poles to a Stone, north west corner to said lot in the south line of the Elijah Wolford farm; thence with the south line of said farm and continuing with the line of Addison Lee's land north 82° east- 88 9/100 poles to a stone at the north west corner of said Mary M Newloves land; thence with the west line of said land south 7 1/2 East 146 poles to the beginning containing 91 acres. Appraised at $42.50 per acre. Terms of sale Cash.

Marion Hopkins Sheriff Union Co. O.
Broderick & Mc Campbell, Attorneys.

The State of Ohio }
Union County, s.s. } The undersigned, being duly sworn say that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with February 23rd 1887. W. C. Shearer

Sworn to and subscribed before me, this 17th day of May 1887. J. D. Burgner Clerk.

Afterwards on the 1st day of April A. D. 1887, an Entry was made on the Journal of said Court which reads as follows, to-wit:-

The Union Central Life Ins Co.
vs.
Henry N. Amrine et al.

Entry

5237

This day this cause came on for hearing on motion of the plaintiff to confirm the sale heretofore made herein, and on its producing the return of the Sheriff of the said sale and being satisfied that the same have been had in all respects in conformity to law and the order of this Court it is therefore considered, ordered and adjudged that said sale be and the same is hereby confirmed, and the said Sheriff is ordered to convey the premises described in said order of sale and in plaintiffs petition herein to the purchasers thereof, James H. Ronny and Alf Scott. The Court further find that said premises were sold for the sum of $4049 60 that the costs herein amount to the sum of $ excluding the poundage claimed by said plaintiff. The plaintiffs claim on mortgage to $3405.41 and the claim of said Ronny and Scott as partners to the sum of $115.67 and that prior to said sale of said premises said Ronny and Scott had assumed the payment of plaintiffs said claim. It is therefore further considered ordered and adjudged by the Court that said purchasers Ronny & Scott pay to the Sheriff the said sum of $ being the costs herein, and

that said Sheriff be relieved from receiving or in any way accounting for the remainder of said purchase money. It is further ordered that as to all questions of the real purchasers and the question of the poundage of the said Sheriff this cause is continued.

Afterwards on the 9th day of June A.D. 1887, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry 5237

The Union Central Life Insurance Co.
vs.
Henry N. Ammine et al.

This day came the parties and submitted this cause further to the Court. Whereupon the Court find that the Sheriff of this County is entitled to poundage as claimed in his return of the sale. Whereupon the Court order said poundage paid the same as the other costs were ordered paid. To all of which plaintiff and Roney & Scott excpt.

Whereupon the Court find that Roney & Scott own the 1st note due secured by the 2nd mortgage by Henry N. Ammine and that the holders of the 2nd and 3rd notes secured by said 2nd mortgage are duly made defendants herein and that said note first due is the better lien and entitled to all the purchase money after paying said costs and the plaintiffs said mortgage, and that there is nothing left to apply on either the 2nd or 3rd of said notes. It is therefore considered, ordered and adjudged by the Court that all the said proceeds, of said sale after paying costs and satisfying plaintiffs said decree, be applied to payment of the said 1st note in said 2nd mortgage and all the rights of said holders of said 2nd & 3rd notes be and they are hereby foreclosed so far as it relates to the said land as provided by law.

Afterwards 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 5237

The Union Central Life Ins. Co.
vs.
Henry N. Ammine et al.

Now comes the plaintiff and Roney & Scott, and present to the Court their certain bill of exceptions herein which being found by the Court to be true, is allowed, signed and sealed and on motion is hereby made a part of the record of this case.

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

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

On the 15th day of May A.D. 1886, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

5-107

Petition

A. T. Carpenter Plaintiff
Against
William Whitley, Sarah Whitley,
Jason S. Chapman, Anthony Middlesworth
and Henry Page, Defendants.

Court of Common Pleas
Union County, Ohio.
Petition.

5-107

The plaintiff says: That on the 13th day of February A.D. 1884, the defendant Jason S. Chapman made and delivered to one George Harriman his promissory note of that date and thereby promised to pay to said George Harriman or order the sum of Four Hundred Dollars @ 8% interest from date for value received (a copy of said note is here to attached marked exhibit "A").

2nd. On said 13th day of February A.D. 1884, said Jason S. Chapman and Mary E. Chapman his wife to secure the payment of said note made their mortgage deed and thereby conveyed to said George Harriman his heirs or assigns the undivided two fifths (2/5) of the following premises situate in the County of Union and State of Ohio, being part of U. M. Survey No. 14639: Beginning at a white oak in the north west corner of the Survey, thence S. 10° W. 86½ poles to a stake: thence N. 79° E. 184 poles to two small black oakes; thence N. 10° W. 86½ poles to a stake: thence S. 79° W. 184 poles to the beginning, containing 100 acres more or less being the north half of 200 acres deeded by Elias Johnson by Allen Latham May 25th 1855; the condition contained in the said mortgage deed was in substance that if said Jason S. Chapman should pay said note and the interest thereon when due then these presents shall be void otherwise to be and remain in full force and virtue in law.

3rd. Said mortgage was filed for record March 5th 1884, at 3½ o'clock P.M. and was recorded in Vol 19th page 353 of mortgage Records of Union County Ohio.

4th. Afterwards, to-wit: at the February 1886 Term of the Court of Common Pleas of Union County Ohio in an action in partition in case No 4812 Julia A Chapman et. al vs. Sarah Whitley et. als, such proceedings were had that the following lands being a part of the 100 acres above described were set off and assigned in severalty to William Whitley, who had previously purchased of said Jason S. Chapman his entire interest in said 100 acres of land and assumed as a part of the consideration paid therefor the payment of said George Harrimans note and mortgage, to-wit:- Situate in the County of Union and State of Ohio, being part of U. M. Survey No. 14639: Beginning in the center of the Mrs. Peck Marsh Road at the South West corner of Survey No. 14673, thence with the South line of said Survey N. 83° E. 184.66 poles to a stake in the north East corner of the lands of J. H. Chapman deceased; thence with the East line of said Chapmans land S. 7½° E 29.17 poles to a stake with three hacks: thence S. 83° W 184.66 poles to the center of said pike, witness a stake with three hacks stands N. 83° E. 2.29 feet: thence with the center of said pike N. 7° W. 29.17 poles to the beginning containing 33.67 acres. Said lands free of dower &c.

5th On the 18th day of December A.D. 1885, said George Harriman for a full, fair and valuable consideration sold, indorsed and delivered said note and mortgage to the plaintiff who is now the legal owner and holder thereof. And there is now due upon said note and mortgage to plaintiff the sum of Four Hundred Dollars with 8% interest from the 13th day of February 1884-

6th. The plaintiff says that said Jason S. Chapman having conveyed said premises to the said William Whitley, now has no interest in said premises and that the defendant Sarah Whitley has no interest therein as against plaintiffs mortgage. That the defendants Anthony Middlesworth and Henry Page have or claim some interest in said premises by virtue of a mortgage subsequent and postponed to the plaintiffs mortgage but plaintiff is not advised of the full extent of their interest and asks that they each be required to answer and set forth whatever interest they have or claim therein.
7th. The plaintiff asks that said mortgage may be foreclosed, the said 33.67 acres described herein ordered to be sold and the proceeds applied to the payment of said debt and for all proper relief. A. T. Carpenter

The State of Ohio } A. T. Carpenter the above named plaintiff being
Union County ss. } sworn says the facts stated in his foregoing petition are true as he verily believes. A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 27th day of March 1886.

J. W. Tilton Notary Public [Seal]

Copy of Note.

$700.00 February 13th 1884

Two years after date we promise to pay to the order of Georg Harriman, Four Hundred Dollars value received with 8% interest

Jason Chapman

Endorsed on back "Pay to A. T. Carpenter or order." "George Harriman"

To Clerk:-

Issue summons in above entitled case returnable according to law. Indorse "Action to foreclose mortgage"

A. T. C.

To Clerk:-

Issue summons for Defendants to the Sheriff of Union County Ohio, returnable according to law. T. B. Fulton Atty for Pltff

Afterwards on the 15th day of May A. D. 1886, the following Summons was issued by the Clerk of said Court, to-wit:-

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

We command you to notify William Whitley, Sarah Whitley, Jason S. Chapman, Anthony Middlesworth and Henry Page that they have been sued by A. T. Carpenter in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of June A. D. 1886 the petition of said plaintiff A. T. Carpenter against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 24th day of May A. D. 1886.

[Seal] Witness my hand and the seal of said Court this 15th day of May A. D. 1886. J. D. Burgner Clerk.

Said Writ returned and filed May 20th 1886, endorsed as follows, to-wit:-

The State of Ohio } Sheriff's Return
Union County, ss. } Received this Writ May 15th A. D. 1886, at 9 o'clock A. M.

and pursuant to its command, on the 20th day of May A.D. 1886 I served the same by handing the within named William Whitley, Sarah Whitley and Anthony Middlesworth a true copy with the endorsements thereon and by leaving a true copy with the endorsements thereon at the usual place of residence of the within named Jason L. Chapman and Henry Page. — Fee: Service 75 mileage 3.84, Copy 1.00, Total $5.74

W. Hopkins Sheriff
By A. H. Woodruff Deputy

Afterwards on the 24th day of May A.D. 1886 the following Answer was filed with the Clerk of said Court, to-wit:-

A. T. Carpenter Plaintiff
vs.
Wm. Whitley et.al. Defendants

Answer

3-107

State of Ohio, Union County,
Court of Common Pleas.
Answer of Anthony Middlesworth

And now comes the defendant Anthony Middlesworth and for answer herein, he says: that William Whitley executed and delivered to Jason Chapman his two promissory notes each for the sum of Two Hundred Dollars, dated March 4th 1884, the first due February 29th 1887 and the second due February 29th 1888 and that each of said notes bear interest from date at the rate of 6 per cent payable annually. That to secure the payment of the said notes the said William Whitley executed and delivered to said Jason Chapman his mortgage deed of that date and thereby conveyed to Jason Chapman 26⅔ acres of the premises described in plaintiffs petition. That said mortgage was left with the Recorder of Union County Ohio for record March 5th 1884 at 3.35 o'clock P. M. and was afterwards recorded in Book 19 page 353 of the Record of Mortgages. The said Anthony Middlesworth says that said Jason Chapman for a full consideration sold and delivered said notes and the mortgage to him. The said Anthony Middlesworth prays the Court to protect his rights in case the premises described in plaintiffs petition are sold and for all proper relief.

T. B. Fulton.
Atty for A Middlesworth

The State of Ohio
Union County ss. } Anthony Middlesworth being first duly sworn says the facts stated and allegations of his foregoing answer are true as he believes.

A. Middlesworth

Sworn to before me and subscribed in my presence this 24 day of May A.D. 1886. J. L. Burgner Clerk [Seal]

Afterwards on the 16th day of June A.D. 1886, an Entry was made on the Journal by the Clerk of said Court which reads as follows:-

A. T. Carpenter
vs.
William Whitley et.al.

Entry

5-107

This day this cause came on to be heard upon the petition of the plaintiff the defendants, though all duly served with a summons herein failing to answer, demurrer or otherwise object to plaintiff petition but made default. On consideration whereof the Court being fully advised in the premises finds the allegations of plaintiffs petition are true as to execution and delivery of said note and mortgage and the recording and transfer of the same. The Court further finds that there is due and owing to the plaintiff upon said

note and mortgage interest being calculated to the 1st day of the present Term of this Court the sum of Four Hundred and Seventy three and 06/100 Dollars and that plaintiff is entitled to have the premises described in the petition sold for the payment of the same. It is therefore considered adjudged and decreed that unless the said William Whitley pay or cause to be paid to plaintiff said sum of Four Hundred and Seventy Three and 06/100 Dollars with 8% interest thereon from the first day of this Term of Court and to the Clerk of the Court the costs herein within five days from this date that an order issue to the Sheriff of this County commanding him to cause said 33.67 acres of land, described in the petition, to be appraised, advertised and sold according to law and that he bring the proceeds into Court to await its further order.

Answer 5-107

Afterwards on the 10th day of November A.D. 1886, the following Answer & Cross Petition was filed with Clerk of said Court to-wit

A. T. Carpenter
vs.
Wm Whitley et al.

Court of Common Pleas Union County, Ohio.

And now comes P. E. Barnes and by leave of Court files Answer and Cross petition herein and says that by the order of this Court at the October Term 1886, in the partition proceedings in the case of Julia A. Chapman, et al. against Sarah Whitley et al. — J. S. Chapman was decreed to have and hold 1/3 part of the 33 67 acres of land described in plaintiffs petition and that said 1/3 part be held liable to mortgage lien held by said P. E. Barnes against the same. And said Barnes further pleading says that on the 14th of Feb. 1885 said Jason S. Chapman and wife executed to said P. E. Barnes a mortgage deed upon the undivided 2/15 part of the 100 acres described in said partition suit. the said 2/15 of said 100 acres being set off to said Jason S. Chapman in said partition proceedings conjointly with said William Whitley 1/3 of the said 33 67 acres to Jason S Chapman. Said mortgage was given to said Barnes to secure the payment of a promissory note of even date therewith for $170 65 dues Aug 1st 1886 bearing 8 per cent interest from date. That said mortgage was duly recorded in Record of Mortgages in said County. Feb. 20th 1885 Defendant Barnes says no part of said note has been paid and that there is now due and unpaid thereon sum of $191 00 that said mortgage deed has become absolute. Wherefore prays that said mortgage may be foreclosed and that said lands be sold as upon execution as prayed for in plaintiffs petition, and that out of the proceeds of said sale the said debt of $191. 00 be paid

P. R. Kerr Atty for P. E. Barnes.

State of Ohio
Union County ss. } P. R. Kerr being sworn says he is the Attorney for P. E. Barnes in this action and that the facts stated in the foregoing answer and cross petition are within his own personal knowledge and that the same are true.

P. R. Kerr.

Sworn to before me and subscribed in my presence this 10th day of November 1886

J. Q. Burgner Clerk [Seal]

Entry 5-107

Entry 5-107

Order of Sale 5-107

Afterwards on the 10th day of November A.D. 1886, the following Answer and Cross-petition were filed with the Clerk of said Court, to-wit:-

Answer
5-107

A. T. Carpenter
vs.
Wm Whitley et.al.

Court of Common Pleas, Union County, Ohio.
Answer and Cross Petition of A. C. Smart.

And now comes A. C. Smart and by leave of Court files his Answer and Cross petition and says that on the 14th day of Feb. 1885, he recovered a judgment before N. M. Baldwin against Jason S Chapman for $50 57 and filed a transcript of said judgment in the office of the Clerk of this Court a lien against the Real estate of said Jason S. Chapman- That said Chapman has never paid anything on said judgment and there would be due thereon from him the sum of $50 00 debt and the costs taxed at $5.00- Wherefore defendant Smart says that upon the sale of the property described in plaintiff's petition belonging to said Jason S. Chapman, that said judgment be paid from the proceeds thereof.

P. R. Kerr, Atty for A. C. Smart.

State of Ohio
Union County, ss } P. R. Kerr being sworn says he is the attorney for said A. C. Smart and that the facts stated in the foregoing answer are within his own personal knowledge and are true as he believes.

P. R. Kerr

Sworn to before me and subscribed in my presence this 10th day of November 1886.

J. L. Burgner, Clerk (Seal)

On the 12th day of November A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry
5-107

A. T. Carpenter
vs.
Wm Whitley et.al.

Leave to file Answer and Cross petitions for P. E. Barnes and A. C. Smart and same filed

Afterwards on the 17th day of May A.D. 1887, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry
5-107

A. T. Carpenter
vs.
Wm Whitley et.al.

This day came the plaintiff by his attorney and it being made to appear to the Court that the real estate herein has been twice offered for sale under the present appraisement and that the same has not been sold for want of bidders, it is on motion of plaintiff ordered that the present appraisement be set aside, and that a new appraisement be ordered herein

Afterwards, on the 17th day of May A.D. 1887, the following Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale
5-107

The State of Ohio
Union County, ss } Order of Sale

To the Sheriff of said County Greeting:-

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 16th day of June A.D 1886, in cause of A. T. Carpenter plaintiff and Wm Whitley et.al defendants, said A. T. Carpenter obtained a judgment on decree against the said William Whitley for the sum of Four hundred

and seventy three and 96/100 Dollars and $ costs of suit: And whereas it was then and there by said Court ordered, adjudged and decreed that the said William Whitley shall within five days from the 16th day of June A.D. 1886, pay unto the said A.T. Carpenter the said sum of Four hundred and seventy three and 96/100 Dollars with interest from 24th day of May 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 in case default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgments and executions at law, to sell the real estate described in plaintiffs petition to: And whereas, the five days aforesaid have fully expired and the said sum of $473.06 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situate in the County of Union and State of Ohio, bounded and described as follows: Being part of Virginia Military Survey No 14639; beginning in the center of the Wm Peck Gravel Road at the North-west corner of Survey No 14698; thence with the North line of said Survey north ° east 184 6/100 poles to a stake in the north east corner of the land of J.H. Chapman, deceased; thence with the east line of said Chapmans land South 7½° East 29 17/100 poles to a stake with three hacks; thence South 83° West 184 6/100 poles to the center of said pike witness a stake with three hacks stands north 83° East 24 feet; thence with the center of said pike north 7° West 29 17/100 poles to the beginning containing 33.67 acres. We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the true thereof, and that you expose to sale the above described real estate, under the Statute regulating sales on executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified herein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, Ohio, this 17th day of May A.D. 1887. John D. Burgner Clerk

[Seal]

The State of Ohio
Union County, ss.

Sheriff's Return

In obedience to the command of the Order of Sale to me annexed I did on the 19th day of May 1887 summon David Logan Wm Wellwood and J.R. Bostwick 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 19th 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 twenty nine 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 1st day June 1887, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in

Proof of Publication 5107

Notice 5107

...whereas it-
...ceed that-
... day of
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...on 24th day
...e Clerk of
...e defend-
...County com-
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in Union County) said lands and tenements to be sold at public sale, at the door of the Court-House of said County on the 2nd day of July A.D. 1887, at 1 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did on said 2nd 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 J. D. Coe who bid for the same the sum of Seven Hundred and Forty-nine and 16 Dollars and said sum being more than two-thirds of the appraised value thereof and said J. D. Coe 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 Seven Hundred and Forty nine and 16/100 Dollars --- Sheriff's Fees:- Service 30, Summoning & Swearing Appraisers 1.20, Conveying Appraisers 1.00, Making Appraisal 30, Copy of Appraisal 30, Notice to Printer 30, Mileage 2.38, Poundage 11.23 Total 817.51 Appraisers Fees 3.00, Printers Fees $12.50

Wm. Hopkins, Sheriff

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

Proof of Publication

A. T. Carpenter
vs.
William White et. al.

Sheriff's Sale
Court of Common Pleas, Union County, Ohio
Order of Sale. (Docket 9 page 156)

5-107

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, July 2nd, 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 County of Union and State of Ohio and bounded and described as follows: Being part of Virginia Military Survey No. 1463; beginning in the center of the Mill's Pike Gravel Road at the North west corner of Survey No. 1693; thence with the North line of said Survey north 1° east 184 66/100 poles to a stake in the north east corner of the land of J. H. Chapman, deceased; thence with the east line of said Chapmans land South 7½° East 29 17/100 poles to a stake with three hacks; thence South 83° west 184 66/100 poles to the center of said pike, witness a stake with three hacks stands north 83° east 24 feet; thence with the center of said pike north 7° west 29 17/100 poles to the beginning: containing 33.67 acres. Appraised at $29.00 per acre. Terms of Sale Cash. Marion Hopkins Sheriff of Union Co.
T. B. Fulton, Attorney.

June 1st 1887 - 5w - pf. $12.50

The State of Ohio
Union County, ss } The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with June 1st 1887.

W. O. Shearer

Sworn to and subscribed before me, this 11th day of July 1887.

J. Q. Burgner Clerk

On the 11th day of July 1887, the following motion was filed with Clerk of said Court-

A. T. Carpenter
vs.
Wm White et. al.

Motion

5-107

Court of Common Pleas, Union County Ohio
The undersigned represent that the mortgage mentioned

in this case were made by _____ being a tenant in
common with others and afterwards proceedings in partition were
prosecuted against all of said mortgagees and said tenants in Com-
mon and the sum of $ of costs were taxed in said cause against
the parties thereto and the facts now sought to be enforced against
said lot sold was assessed against the lot sold in this cause and
which the undersigned pray the Court to order to be now paid
out of the proceeds of said sale. Robinson & Piper
Owners of part of said costs.

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

A. T. Carpenter

vs.

Wm Whitty et. al.

Entry

5-107

This day this cause came on to be heard upon motion of plaintiff to confirm the sale by Sheriff of the lands described in plaintiffs petition filed herein; and upon producing in Court the return of the Sheriff, and the Court being fully advised in the premises and it appearing to the Court that said proceedings and sale had been in all respects according to the requirements of the law and according to the order and direction of the Court heretofore made it is ordered and adjudged that said sale be and the same is hereby confirmed and the Sheriff is hereby ordered to execute according to law, a good and sufficient deed of said premises to the purchaser, J. D. Coe, upon the full payment of the purchase price thereof to him by said purchaser. And the Court coming now to the distribution of the funds in the hands of the Sheriff arising from the sale of said premises, it is ordered and adjudged that out of the said funds the Sheriff pay, first the costs of this action taxed at $
Second That share of the costs in the action in partition in this Court wherein Julia A. Chapman et. al were plaintiffs and said Wm Whitty, Jason S. Chapman et. al. were defendants in which the lands described in plaintiffs petition in this case were set off jointly to the said Wm Whitty and Jason S. Chapman that was taxed by the Court in said partition suit to said parties to said action. Wm Whitty and Jason S. Chapman to-wit $42.00
To this second order in the distribution of said funds the deft. P. E. Barnes excepts)
Third: To A. J Whitney assignee of A. T. Carpenter the plaintiffs claim in full including interest thereon at 8 per cent to date to-wit $516.00. Fourth: The residue remaining to the defendant P. E. Barnes on his claim set up in his cross petition, to-wit: $ And it further appearing to the Court that the conditions and stipulations of said mortgage deed in said petition described, conveyed the issues, rents and profits of said premises and that there are growing crops upon said land and other rents due from various persons for use of said lands - it is therefore ordered by the Court that Wm. Hopkins Sheriff of said County be and he is hereby appointed Receiver authorized and empowered to take charge of and collect said rents and convert the same to money or do therewith whatever is necessary in the premises to care for and preserve the same and pay the same or the proceeds thereof to said defendant P. E. Barnes until his said claim is paid in full and that he bring any residue thereof into Court for further orders.

Attest John L. Burgner Clerk
By A. R. Burgner Deputy

Pleas before his Honor John H. Price Judge of a Court of Common Pleas begun and held at the Court-House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 25th day of October in the year of our Lord one Thousand eight-hundred and eighty-six. Heretofore, to wit: On the 23rd day of April A.D. 1885; a Petition was filed with the Clerk of said Court to-wit:

Julia A. Chapman, Raymoth H. Chapman
Mary J. Chapman by Jason S. Chapman their Guardian

vs.

Sarah Whitley and William Whitley,
Jason S. Chapman, Henry Page, Anthony
Middlesworth and George Harryman, Defendants

Court of Common Pleas
Union County, Ohio
Petition for Partition

Partition

4812

The plaintiffs say they are under the guardianship, as idiotic persons, of Jason S. Chapman duly appointed guardian of their persons and estate by the Probate Court of Union County, Ohio, who represents that Joseph H. Chapman now dec'd died seized of one hundred acres of land in said County of Union described as follows, to-wit: part of survey No. 14639 in said County: Beginning at a white ash in N. West corner of the Survey, thence S. 10 W. 86½ poles to a stake thence N. 79° E 184 poles to two small black ashes, thence N. 10 W. 86½ poles to a stake, thence S. 79 W. 184 poles to the beginning containing 100 acres more or less being the N. ½ of 200 acres deeded to Elias Johns by Allen Latham May 25th 1885 and recorded Dec. 17th 1883 Vol 50 page 191 of which 2/5 th quit claime to Jason S. Chapman.

The plaintiffs say that said Joseph H. Chapman left Sarah Whitby since married to William Whitby as his widow entitled to dower in said lands. Also left five children his sole heirs at law entitled to said land subject to said dower to-wit: John W. Chapman, Jason S. Chapman, Julia A Chapman aged about 30 years Raymoth H. Chapman aged about 28 years and Mary J. Chapman aged about 24 years the latter three of whom are idiotic and live with their mother aforesaid on said land. That said widow had no interest in said lands except her dower but she bought of said John W. Chapman his ⅕ and obtained his deed therefor, and the said Jason S. Chapman obtained a deed from her for two fifths being the share of said John H and Jason S. Chapman of said land but so far as it relates to the share of said Jason S. Chapman said deed was without any consideration and was a mistake so far as she was concerned and as she believes and has always claimed was a mistake so far as said Jason S. Chapman was concerned. Said Jason made a deed for said two shares of said John W. and Jason S. Chapman to said Wm Whitby who gave a mortgage to said Jason S Chapman for the purchase money money which mortgage notes plaintiffs are informed and believe are held by Henry Page and Anthony Middlesworth and the said Jason S. Chapman had previous to said conveyance to said Whitby given a mortgage on his share of said land which plaintiff avers one George Harriman holds and owns: The said plaintiff says he as the guardian of said wards has paid the taxes on the land and

had said Whitby put in crops on said land and keep said weeds and there is now a crop of wheat growing thereon in which he as guardian aforesaid has laid lords share of 3/5 of 1/2 part thereof. Said John H. Chapman has no interest whatever in said lands.

The plaintiff asks that all of said parties interested in said lands and mortgages be made defendants and that the dower of said Sarah Whitby in all of said lands be set off to her as the law requires and that partition be made of said lands setting off to the said plaintiff as guardian of said three wards their full share of said lands and protecting him in his share of said growing wheat crops and in such crops as may be sown or planted on said lands before partition can be made and said dower assigned and that such further order had as law and equity requires.

Robinson & Piper Attorneys for Plaintiff

The State of Ohio } Union County ss. } The plaintiff Jason H. Chapman the Guardian of said three plaintiffs being duly sworn says the allegations of the foregoing petition are all true.

Jason H. Chapman

Sworn to before me and signed in my presence this 23rd of April 1885.

J. Q. Burgner, Clerk.

Entry 4812

Praecipe 4812

To the Clerk:

Issue summons for following in Union Co. viz:- Sarah Whitby, William Whitby, Anthony Middlesworth, George Harryman Henry Page, Jason S. Chapman, Julia A. Chapman, Raymoth H. Chapman Mary J. Chapman and endorse petition for partition and other equitable relief.

Robinson & Piper for pltff.

Afterwards on the 23rd day of April 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:-

Summons

We command you to notify Sarah Whitby, Wm Whitby Anthony Middlesworth, George Harriman, Henry Page, Jason S. Chapman Julia A Chapman, Raymoth H. Chapman, Mary J. Chapman that they have been sued by Jason H. Chapman Guardian of Julia A Chapman Raymoth H. Chapman and Mary J. Chapman in the Court of Common Pleas of Union County, and that unless they answer by the 23rd day of May A.D. 1885 the petition of said Jason H. Chapman Guardian of Julia A. Chapman, Raymoth H. Chapman and Mary J. 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 4th day of May A.D. 1885. Witness my hand and the seal of said Court this 23rd day of April A.D. 1885.

Writ of Partition and Dower 4812

Seal

J. Q. Burgner Clerk

Endorsed: For action for Partition. Robinsons & Piper Plaintiffs Attorneys.

The State of Ohio } Union County, ss. }

Sheriff's Return filed May 4th 1885.

Recieved this Writ April 27th A.D. 1885, at 10 o'clock A.M. and pursuant to its command, on the 30th day of April A.D. 1885 I served the same by delivering to the within named defendants

Sarah Whitley, William Whitley, Henry Page, Jason S. Chapman, Julia A Chapman, Raymoth H. Chapman and Mary J. Chapman a true copy of this writ with endorsements thereon. I served, by having at the usual place of residence of the within named defendants Anthony Middlesworth and George Harriman a true copy of this writ with endorsements thereon. Sheriff Fees:- Service 1.50, Mileage 2.20, Copy 1.80, Total $5.50. W. Hopkins Sheriff
By A.H. Spodine Deputy

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

Julia A Chapman et al. vs. Sarah Whitley et al.

Entry 4 8 12

This day came on this cause to be heard by the Court whereupon A.H. Carpenter was made a party defendant and entered his appearance and filed his answer herein, whereupon the Court heard the evidence of Sarah Whitley as to her claim of dower and the Court being fully advised in the premises do find that Sarah Whitley has relinquished her right of dower to the 2/5 now held by Wm Whitly but that for the 1/5 which Jason S. Chapman owned as his share of said estate and which was included in her deed to him for the 1/5 which she bought from John H. Chapman she received no consideration and that it was the mutual mistake of the parties thereto in including in said deed, that share and the same is hereby set aside and held for naught so far as it purports to release her dower in that share of said land. Therefore the Court order and decree that a Writ of Dower and partition issue to the Sheriff of this County commanding him by the oaths of J.A. White John E Harriman and John H. Sterling to set off to said Sarah Whitley her full one third part of the four fifths of said farm as her dower therein and that by like oaths he cause to be set off to Wm Whitly the two fifths of said tract of land subject to the dower of said Sarah Whitly to the one third of the one half of said two fifths and that by like oaths he cause to be set off to Julia A. Chapman, Raymoth H. Chapman and Mary J. Chapman under the guardianship of Jason S. Chapman the said 3/5 to be set off to them in one parcel and in doing so that said dower shall be duly apportioned to said two parcels so set off

Afterwards on the 27th day of February A.D. 1886, the following Writ of Partition and Dower was filed with the Clerk of said Court, to-wit:-

Writ of Partition and Dower 4 8 12

The State of Ohio } Writ of Partition and Dower.
Union County, ss. }

To the Sheriff of said County - Greeting:

We command you that without delay, by the oaths of J.A. White John E. Harriman and John H. Sterling you cause to be set off and assigned to Sarah Whitley widow of Joseph H. Chapman, 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, to-wit:- one hundred acres of land in said County of Union described as follows, to-wit:- part of Survey No. 14639 in said County, Beginning at a white ash in N.W. corner of the Survey, thence S. 10° W. 86½ poles to a stake, thence N. 79° E 184 poles to two small black ashes, thence N. 10° W. 86½ poles to a stake, thence S. 79° W. 184 poles to the beginning, containing 100 acres

more or less being the dower one half of 200 acres deeded to Elias Johns by Allen Leathers, May 25th 1855 and recorded Dec 17th 1883 Vol 80 page 191 of which 2/5th quit-claim to Jason S. Chapman. Subject to said dower estate, among the persons named herein, and in the following proportions, to-wit: To Julia A. Chapman, Raymoth H. Chapman and Mary J. Chapman under guardianship of said Jason S. Chapman the three fifths part in one parcel (subject to the Dower of Mary Whitly). To Mrs Whitley two fifth part subject to the dower of Sarah Whitley in one half of said two fifths part. Said Dower shall be apportioned to said two parcels so set off. In pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain petition for partition and Dower, wherein the said Julia A Chapman, Raymoth H. Chapman and Mary J. Chapman under the guardianship of Jason S. Chapman are petitioners, and Sarah Whitley and William Whitley et. al. are rehondents: 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 27th day of February A. D. 1886

[Seal]

J. Q. Burgner Clerk

Sheriffs Return

As commanded by the foregoing Writ of Partition and Dower I have executed the same by the oaths of J. A. White, J. E Harryman and J. H. Sterling causing Dower to be assigned to Sarah Whitley widow of Joseph H. Chapman deceased, and partition to be made of the premises in said Writ described; and the said Commissioners being of the opinion that the said premises cannot be divided without manifest injury, I have caused the same to be appraised: all of which will more fully appear by reference to the report of the said Commissioners herewith returned. Given under my hand this 11th day of March A. D. 1886

Fees: Service 30, Mileage 3.04, Executing Writ 1.20, Swearing Com'rs 1.20 total $5.74

Wm. Hopkins Sheriff

Commissioner's Report.

Julia A. Chapman et. al
against
Sarah Whitley et. al.

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

Commissioners Report 4812

I

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 Whitley as her Dower estate in the said lands, in said petition described, the following tract, to-wit:- Part of Survey No 14639 in Washington Township, Union Co. O. and bounded and described as follows, to-wit: Beginning in the center of the Mrs Peck Gravel Road and at the South West corner of the lands of J. H. Chapman decd. thence with the South line of said lands N. 83° E 123.11 poles to a stake with three hacks; thence N 7° W 35 poles to a stake with three hacks, thence S 83° W 123.11 poles to the center of the Mrs Peck Gravel Road witness a

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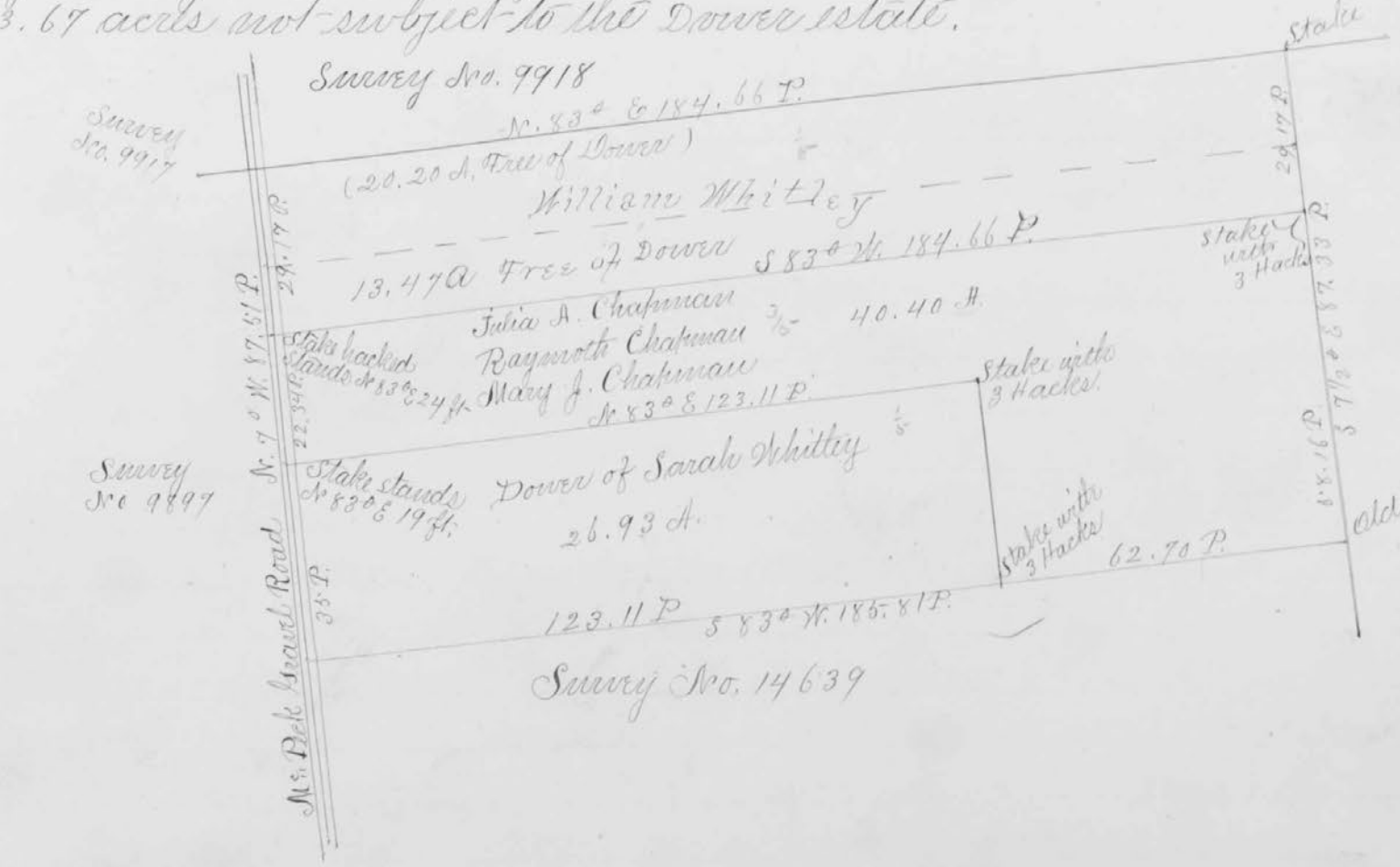
stake stands N. 83° E 19 feet, thence with the center of said Gravel Road S. 7° E 35 poles to the beginning, containing 26.93 acres. and we do make partition of the same, subject to said dower, as follows, to-wit:- To the said Julia A. Chapman, Raymoth H. Chapman and Mary J. Chapman under guardianship of Jason N. Chapman three fifths in one tract as follows:

II Beginning in the center of the Mrs. Peck Gravel Road at the north West corner of the dower tract as set off witness a stake stands N. 83° E. 19 feet, thence N. 83° E. 123.11 poles to a stake with three hacks, thence S 7° E. 35 poles to a stake with three hacks in the south east corner of said dower tract, thence N. 83° E 62.70 poles to the South East corner of the lands of J. H Chapman dec'd witness a black ash stump, thence N. 7½° W. 58.16 poles to a stake with three hacks, thence S. 83° W. 184.66 poles to the center of the Mrs. Peck Gravel Road, witness a stake with three hacks stands N. 83° E 24 feet, thence with the center of said Gravel Road S. 7° E. 23.34 poles to the beginning, Containing 40.40 acres. Also 3/4 interest in said Dower estate to the said

III. William Whitley- two fifths (subject to dower in one fifth only. as follows Beginning in the center of the Mrs. Peck Gravel Road at the north East corner of Survey No 14693, thence with the north line of said Survey N 83° E 184.66 poles to a stake in the north East corner of the lands of J. H Chapman dec'd., thence with the east line of said Chapmans land S 7½° E 29.17 poles to a stake with three hacks, thence S. 83° W. 184.66 poles to the center of said pike, witness a stake with three hacks stands N. 83° E 24 feet, thence with the center of said pike N. 7° W. 29.17 poles to the beginning. Containing 33.67 acres also 1/4 interest in said Dower estate 33.67 acres not subject to the Dower estate.



Fees:-

C. S. Lee Surveying 2 days $10.00, Plat of Survey 1.00, Report .50 Total:- $ 11.50
J. A White Commissioner 1 day 1.00, J. E. Harriman Commissioner 1 day 1.00
J. H. Sterling Commissioner 1 day 1.00 Chain Carrier 1 day 1.00 Total: 2.00
D. Alexander Chain Carrier 2 day 2.00 Benj. Rogers Chain Carrier 1 day 1.00
Total $ 18.50

Given under our hands this 11th day of March A. D. 1886. J. A. White, J. E. Harriman, J. H. Sterling } Commissioners

Entry

4812

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

Julia A. Chapman et.al. by their Guardian Jason S. Chapman

vs.

Sarah Whitley et.al.

This day this cause came on to be heard on the Report of the Commissioners on partition and the said Report and proceedings being found to be correct the same are hereby confirmed and approved and the Court order that said Mary Whitley hold during her life as her dower the 26 and 93/780 acres marked on said plat as dower. And that said William Whitley hold as his share of said land the two lots of 20 219/780 acres marked Wm Whitley free of dower & the 13 477/780 acres free of dower but the 13 477/780 acre lot to be held and used as their own by said Julia A Chapman, Raymond Chapman and Mary J. Chapman during the life of Sarah Whitley aforesaid and that said Julia A. Chapman Raymond Chapman and Mary J. Chapman have and hold as their share of said 100 acres the balance of said farm, that is to say the said 13 477/780 Acres during the life of said Sarah Whitley and said 40 440/780 acres clear of dower in fee simple and the 26 293/780 acres subject to the right of possession of Mary Whitley as her dower in the whole of said 100 acres and the said mortgagees who are parties to this proceeding and hold a claim on the two fifths of said farm now set off to Wm Whitley are by the Court ordered and decreed to have and to hold their said mortgage on said 20 219/780 acres and the said 13 477/780 acres and that the balance of said farm be and the same is to remain unincumbered thereby. the Court further order that the costs including an Atty. fee of $63 775/100 to Robinson & Piper be paid by the said parties in the proportions following to-wit:- Two-fifths thereof by Wm Whitley and three-fifths by the said Julia A Chapman, Raymond Chapman and Mary J. Chapman within ten days and if default be made thereof the same are made the first lien on said land and an order of sale issue by any of the parties interested therein.

Afterwards on the 19th day of July A.D. 1886, an Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

4812

Julia A Chapman et.al.

vs.

Sarah Whitley et.al.

Court of Common Pleas Union County, Ohio.

This cause came on to be heard upon the motion of P. E. Barnes et.al. to open up the judgment heretofore made at this term of Court and that the proceedings in partition heretofore had be set-aside. the same was argued by Counsel and the Court being fully advised in the premises find there is apparent error in said proceedings and it is therefore ordered by the Court that all of said partition proceedings be set-aside, except the order of the assignment of Dower to the said Sarah Whitley; and Jason S. Chapman and P. E. Barnes (or his assigns) have leave to file answer and cross petition in said case and cause continued to next term of this Court.

Afterwards on the 26th day of Oct. A.D. 1886 the following Answer was filed with the Clerk of said Court. to-wit:-

Answer

4812

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4812

Answer

4 8 12

Julia A Chapman
vs.
Sarah Whitley et al

Court of Common Pleas, Union County, Ohio.
Answer and Cross Petition of P. E. Barnes.

And now comes P. E. Barnes and by leave of Court, heretofore obtained, and says that he denies the allegations of the petition in regard to the ownership of 2/15 of the land described in the petition, to wit: That said Jason S. Chapman made a deed for said two shares of John W. and Jason S. Chapman to Wm Whitby and further denies the allegation of the petition that Jason S. Chapman has no interest in said land whatever. And further says that Jason S. Chapman made a deed to Wm Whitby for 26 2/3 acres of land off the said 100 acres described in the petition and made no other deed: and further that when he made said deed he retained and held in his own right the undivided 2/15 part of said 100 acres and still holds said 2/15 part in said land. Defendant Barnes further says that on the 14th day of February 1885 the said Jason S. Chapman made and delivered to said P. E. Barnes his promissory note for $170.65 of which the following is a copy:- "$170.65 Bybalia February 14th 1885"
" August 1st 1886, after date I promise to pay to the"
" order of P. E. Barnes the sum of one hundred and seventy and 65/100 "
" dollars with 8 per cent interest from date." And on the same day the said Jason S. Chapman and his wife to secure the payment of said note executed and delivered to said P. E. Barnes or assigns a mortgage deed for said undivided 2/15 part of said 100 acres of land described in plaintiffs petition; which deed was left for record Feb. 27th 1885, and duly recorded March 3rd 1885, in Vol 21 page 174 of the Record of Mortgages of Union County. Said defendants say that no part of said note has been paid, that there is now due on the same the sum of $170.65 that said Barnes is still the legal owner and holder of said note and mortgage and therefore prays that in the partition of said land the rights of said defendant be fully protected in the premises.

P. R. Kerr Attorney for Barnes

State of Ohio
Union County, ss } P. R. Kerr being sworn says he is the attorney for P. E. Barnes in this action and that the facts stated in the foregoing answer are within his own personal knowledge and that he believes the same to be true

P. R. Kerr

Sworn to before me and subscribed in my presence this 26th day of October 1886.

J. L. Burgner Clerk. [Seal]

Afterwards on the 9th day of November A. D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Julia A. Chapman et. al.
vs
Sarah Whitley et. al.

Entry

4 8 12

This day this cause came on to be heard on the cross petition of P. E. Barnes filed by leave of the Court and the Court being fully advised in the premises find that Jason S. Chapman who received a conveyance from Sarah Chapman the widow of Joseph Chapman, the former owner of the land described in plaintiffs petition for 2/15 of said land conveyed to said William Whitley 26 2/3 acres of said 2/15 of 100 acres,

retaining in his own right 2/5 of said 100 acres - and on the 14th day of February 1885 executed and delivered to said P. E. Barnes a mortgage deed on said 2/5 of said 100 acres to secure the payment of a promissory note of said date for $170.67 dues Aug. 1st 1886, and this cause coming on further to be heard upon the report of the Commissioners in partition and the report being found to be erroneous in this, that the 33.67 acre tract set off to William Whitley should have been divided between said William Whitley and said Jason S. Chapman in the following proportions 2/3 of the same to William Whitley and Jason S Chapman 1/3 part thereof and it is ordered by the Court and consented to by the parties that the order of the Court at the last Term setting aside the proceedings in the case, be set aside and the proceedings up to and prior to the confirmation of the report of the Commissioners be and the same are hereby confirmed and that said report be so amended as as to so divide said 33.67 acre tract and that said report being so amended, be and the same is hereby confirmed and approved by the Court and the Court order that said Sarah Whitley hold during her natural life time as her dower in said premises the 26 73/100 acre tract marked on the plat of said land by said commissioners as dower - and that said William Whitley and Jason S. Chapman hold jointly in the relative proportion of 2/3 and 1/3 respectively the said 33 67 acres and that said Raymoth Chapman, Julia A. Chapman and Mary J. Chapman hold as their share of said land jointly the 40 7/100 acre tract in fee simple and be seized of the 3/4 interest in said dower estate subject to said dower of

And the said William Whitley and Jason S Chapman shall be seized of 1/4 interest in said dower estate subject to said dower and the mortgagees who are parties in this action and who hold mortgage liens upon said 2/5 of said 100 acres executed by said William Whitley and Jason S. Chapman or either of them are by the Court ordered and decreed to have and to hold their said mortgage liens upon said 33 67 acres tract so as aforesaid set off to said Whitley and Chapman in this proceeding and the balance of said land is to be and remain unincumbered thereby the Court further orders that the costs including an attorney fee of $63.75 to Robinson & Piper be paid by the parties in the following proportions, to-wit:- 3/5 by Raymoth Chapman, Julia A. Chapman and Mary J. Chapman and 2/5 by said William Whitley and Jason S Chapman in the proportion of 2/3 and 1/3 thereof. And default of payment of costs in ten days by either party execution may issue on the application of either party interested

Attest- John D. Burgner Clerk
By A. R. Burgner Deputy.

Petition

4 9 84

Pleas before his Honor, John A Price Judge of a Court of Commmon Pleas begun and held at the Court-House in the town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District in the State of Ohio, on the 25th day of October in the year of our Lord one thousand eight-hundred and eighty six. Heretofore, to wit:- On the 21st day of December A.D. 1885- the following petitions and Answer in Cognovit were filed with the Clerk of said Court, to wit:-

The State of Ohio
Union County, ss
L. F. Kelsey
vs.
Chas. S. Kelsey
Catharine Smart

Petition and Answer in Cognovit
In the Court of Commmon Pleas.

Petition
Civil Action for Money Only.

Petition

4788

L. F. Kelsey the above named plaintiff says that there is due him from Charles Kelsey and Catharine Smart defendants on a promissory note made by the defendants Chas. S. Kelsey and Catharine Smart dated the 4th day of August A.D. 1884, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of six hundred dollars with interest thereon at 8% from the 21st day of December A.D. 1885- The plaintiff further says that he is the legal owner and holder of said note that the same is due and unpaid although demand has been made for the payment of the same at First National Bank of Delaware Ohio, place named in said note. Wherefore the plaintiff asks judgment against said defendants for the sum of Six Hundred Dollars with interest at eight per cent per annum from the 21st day of December A.D. 1885-

Robinsons and Piper Attorneys for Plff

The State of Ohio
Union County ss. } L. Piper being duly sworn according to law says he is one of the attorneys for the above named plaintiff says that he believes the statement in the foregoing Petition to be true. He further says that the said plaintiff is non resident of said State and now absent therefrom and the owner of said note

L. Piper

Subscribed by L. Piper in my presence, and sworn to by him before me this 21 day of December A.D. 1885.

J. Q. Burgner Clerk. [Seal]

" $600 00 Delaware, O, August 4th 1884

" On demand after date for value received, we jointly and severally promise to pay L. F. Kelsey at First National Bank of Delaware at its Banking House in Delaware, Six Hundred Dollars with interest at the rate of eight per cent per annum after maturity. And we hereby authorize and empower any Attorney at Law in the State of Ohio, at any time after the above sum becomes due, with or without process, to appear for us, or either of us, in any Court of Record in the State of Ohio and confess judgment in favor of said Bank for the said amount-interest and costs, against us, or any of us, and to release all errors and mile of errors, and the rights of second trial and the right of appeal and stay of execution.

" Witness our hands and seals, this fourth day of August-1884

Chas. S. Kelsey [Seal]
Catharine Smart- [Seal]

Answer

L. F. Kelsey
vs.
Chas. S. Kelsey et al
Catherine Smart

4988

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

And now come Charles S. Kelsey and Catherine Smart the above named defendants, by the undersigned Jas. S. McCampbell attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition and against the above named defendants for the sum of Six Hundred 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 in 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 executions issued on the judgment in this case is hereby waived. Dec. 21st A. D. 1885.

Jas. S. McCampbell Attorney for Defendant.

Entry

On said 21st day of December A. D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

L. F. Kelsey
vs.
Chas. S. Kelsey et
Catherine Smart

4988

This day came the Plaintiff by Robinson and Piper Attorneys and thereupon came Jas. S. McCampbell one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $600 00

It is therefore considered that said plaintiff do recover of said defendant the said sum of $600 00 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Afterward on the 10th day of November A. D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

L. F. Kelsey Pltff

Entry

vs

Charles S. Kelsey et al. Defts

4988

In Union Common Pleas, Ohio

On motion, leave is hereby granted by the Court to defendant Catherine Smart to file answer herein in thirty days from Nov. 16th 1886.

Entry

4988

Afterwards on the 5th day of January A. D. 1887, an Entry was made on the Journal by the Clerk of said Court, to-wit:-

L. F. Kelsey
vs
C. S. Kelsey et al

Now comes the defendant Catherine Smart and moves the Court for leave to file answer

in this case; and the Court being fully advised in the premises do grant said leave to file answer and same filed.

Afterwards on the 5th day of January A D 1887, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:-

Answer

L. H. Kelsey Plaintiff
vs.
Charles S. Kelsey and
Catharine Smart Defendants

} In Union County Common Pleas; Ohio.
Answer.

4988

Now comes the said defendant Catherine Smart and for answer to plaintiffs petition says:-

First Defense: That no consideration for said note of any kind whatsoever ever moved from said plaintiff L. H. Kelsey to said defendants Charles S. Kelsey and Catherine Smart or either of them.

Second Defense: That at the time of making said note, whose whole plaintiff founds his action, to-wit: the 4th day of August 1884 this defendant was recovering from a long and severe attack of illness by reason of which and her extreme age defendant was on said date greatly enfeebled in both body and mind, in so much that she was incapable of exercising prudence and discretion in business affairs Defendant further says that while in her said enfeebled state of health her signature was procured upon said note, through and by the solicitation and undue influence of one Nellie Kelsey granddaughter of this defendant, as the agent of the said defendant Charles S. Kelsey; and that in signing said note as aforesaid defendant for the reasons aforesaid was unable to understand the force and effect of her act. Wherefore this Defendant prays that she may go hence without day with her costs.

Brodrick & McCampbell Attorneys for Catherine Smart

The State of Ohio
Union County ss. } Catherine Smart one of the defendants in the above entitled action being duly sworn on her oath says that the facts stated and the allegations made in her foregoing answer are as she verily believes true.

Catherine Smart.

Sworn to before me and subscribed in my presence by Catherine Smart this 5th day of January A.D. 1887.

Seal

E. N. Porter Notary Public Union Co. O.

Afterwards on the 11th day of July A. D. 1887, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

L. H. Kelsey
vs.
Charles S. Kelsey et al

} And now this cause coming on for hearing upon the pleadings and evidence was submitted to the Court without intervention of Jury: On consideration whereof the Court find an issue joined for the plaintiff and that the defendants Charles S. Kelsey and Catharine Smart are indebted to the plaintiff L. H. Kelsey in the sum of four hundred three and 67/100 Dollars ($403 67/100) It is therefore considered by the Court that said L. H. Kelsey recover from the

4988

defendants Charles S. Kelsey and Catherine Smart the said sum of $403.67/100 with interest at eight per cent per annum from May 16 A.D. 1887 and his costs herein expended taxed to $

It is further ordered that the judgment for said sum of $403.67 with the interest thereon be and the same is hereby made a lien on the property of said defendants from the date of former judgment in this case rendered and which said judgment was on motion of defendants opened up to grant leave to defendant Catherine Smart to answer. And it is further considered ordered and adjudged that sale of real or personal property on said judgment be stayed so far as said defendant Catherine Smart is concerned for and during the natural life of the said Catherine Smart, but the lien of the judgment shall by the agreement of the parties remain the same as if executions were issued thereon.

Attest John L. Brugner Clerk
By A.R. Brugner Deputy

Entry

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Pleas before His Honor John A. Price Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the third Sub Division of the Tenth Judicial District of the State of Ohio on the 18th day of May in the year of our Lord one thousand eight hundred and eighty five

On the 21st day of May A.D. 1885 the following Agreed Statement of Facts were filed with the Clerk of said Court to wit:-

Agreed Statement of Facts 4 7 5-5

The State of Ohio for the use of Samuel H. Bennett, Plaintiff
Against
Edmund Tanner Defendants
} In the Court of Common Pleas of Union Co. O.
Agreed Statement of Facts

It is mutually agreed by and between both parties hereto that the facts in this case are as follows:-
I: That on the 11th day of August 1884, Nellie Connell filed an affidavit before H. J. Kemp a Justice of the Peace for Paris Township Union County Ohio for the arrest of Christ Kuntz and four others for a misdemeanor.
II: Before issuing a warrant on said affidavit said Justice of the Peace required the complainant to procure some responsible person to become bound for the costs in case the complaint be dismissed by the Justice, or the Grand Jury should fail to indict.
III: On the 11th day of August 1884, in compliance with said requirement the said defendant Edmund Tanner entered into a bond conditioned in substance as above set forth in the 2nd paragraph hereof, without consideration except as an accommodation to a neighbor.
IV: The said complaint was not dismissed by said Justice, and said Justice did not discharge said defendants nor any of them, but bound them all over to the Common Pleas Court of Union County Ohio
V: The Grand Jury failed to indict any of said defendants, and they were all discharged by the Court of Common Pleas.
VI: The Justice aforesaid did not enter the bond above mentioned

Petition

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on his docket as shown by a Transcript thereof furnished by said Justice of the
VIII: The said Nellie Connell did not pay any part of the costs of said pros-
ecution and she is wholly insolvent.
VIIII: There is due said plaintiff Samuel N. Bennett the sum of Seventeen
and 45/100 Dollars, (cts) for services as constable in said prosecuted before said
Justice for which he brings this action on said bond in the name of the
State of Ohio for his use

John M. Brodrick Pros. Atty. for Pltff.
Porter & Porter Atty for Defts.

Afterwards on the 7th day of July A.D. 1885, the following Entry was made
on the Journal by the Clerk of said Court, to-wit:

The State of Ohio for the use of
Samuel N. Bennett, Plaintiff
Against
Edmund Turner, Defendant

Entry

This day this cause came on to be heard
upon an agreed statement by counsel on both
sides containing the facts upon which the controversy depends in the above
4 7 5 5 entitled cause and submitted the same to the Court: And the Court being sat-
isfied that said controversy is real, and the proceedings had in good faith for the
purpose of determining the rights of the parties hereto, do proceed to hear and de-
termine said cause. And the Court being fully advised in the premises do
find for the defendant, Edmund Turner, upon said agreed statement of facts.
And the Court find that said defendant is not liable upon said undertaking
for costs executed before said H. J. Krug a Justice of the Peace. It is therefore
considered by the Court that the defendant go hence without day, and recover
from said Samuel N. Bennett his costs herein expended taxed to $
To which decision and judgment of the Court said Samuel N. Bennett
excepted and the said Samuel N. Bennett is allowed thirty days from the
rising of this Court to prepare his bill of exceptions to which time and for
which purpose the Court remains open.

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

Pleas before His Honor John A. Price Judge of a Court of Common Pleas
begun and held at the Court-House in the town of Marysville within and for
the County of Union of the third Sub-Division of the tenth Judicial District of the
State of Ohio on the 14th day of April in the year of our Lord one thousand
eight-hundred and eighty-four. Heretofore, To-wit:- On the 4th day of
September A.D. 1883, the following Petition was filed with the Clerk of said Court:-

A. Scovill, M. F. Williamson & David Johnson
as trustees of the Baptist Church of Mingo,
Champaign County Ohio and
Henry Poling, Cyrus Poling & J. B. Poling
as Trustees of the Baptist Church of Allen Center,
Union County Ohio.

Court of Common Pleas
Union County Ohio
Petition

Petition

7 3 2 8

Your petitioners say that A. Scovill, M. F.
Williams and David Johnson are the trustees of the Baptist Church of
Mingo, Champaign County, Ohio and that Henry Poling, Cyrus Poling
and J. B. Poling are the trustees of the Baptist Church of Allen Center, Union Co. O.

and that they are duly authorized by the instruction and vote of said churches, namely the entire membership of said churches concurring and no one opposing, to petition for an order of Court authorizing and empowering the petitioners as such trustees to sell and convey on behalf of said churches whatever interest they now have or may have in the following real estate: Situate in the Township of Allen, County of Union and State of Ohio and known as part of Virginia Military Survey No. 12308 and bounded and described as follows. Beginning at a stone in the center of the Marysville and Bellefontaine Gravel Road and the Allen Center Road and in the West line of said Survey No. 12308, thence S. 30° E 141 88/100 poles with said Survey line to the South Corner of said Survey; thence North N. 56° E 63 60/100 poles with the South line of said Survey to a stake, witness an Elm bearing N. 52° W. 28 links, thence N. 34° W. 61 poles to the center of the Marysville and Bellefountaine Gravel Road, thence with the center of said Gravel Road N. 71° W. 87 80/100 rods, thence N. 78 1/4° W. 13 20/100 poles to the place of beginning; Containing forty and six tenths (40 6/10) acres be the same more or less.

Your petitioners respectfully represent that such sale is desired by the members of said church and it is the desire and intention of said petitioners to invest the money derived from the sale of said real estate for the general benefit of said churches as may hereinafter be determined by said churches. Your petitioners therefore ask the Court for an order authorizing them as trustees of said church to sell and convey whatever interest said churches now have or may have in the above described real estate and to reinvest the proceeds of said sale as aforesaid and for all proper relief

W. T. Hoopes Attorney for Petitioners

State of Ohio
Union County ss } Henry Poling one of the petitioners being sworn says the facts stated and allegations made in the foregoing petitioners are true as he verily believes.

Henry Poling.

Sworn to by Henry Poling before and signed by him in my presence this 4th day of September A.D. 1883. John M. Broderick
Seal
Notary Public, Union Co. Ohio

Entry #3285

Afterwards on the 5th day of February A.D. 1884, the following Legal Notice was filed with the Clerk of said Court, to-wit:-

Entry

Legal Notice.

Notice is hereby given that the Trustees of the Baptist church of Mingo Champaign County, Ohio, and the Trustees of the Baptist church of Allen Center Union County, Ohio, did on the 4th day of September A.D. 1883, file in the office of the Clerk of the Court of Common Pleas of Union County, Ohio, their petition praying for an order authorizing and empowering them to sell and convey whatever interest said churches now have or may have in the following described real estate being a part of Virginia Military survey No. 12308 and described as follows: Beginning at a stone in the center of the Marysville and Bellefontaine gravel road and the Allen Center road and in the west line of said Survey No. 12308, thence S. 30° E 141 88/100 poles with said Survey line to the South corner of said survey, thence N. 56° E 36 60/100 poles with the South line of said Survey to a stake witness an Elm bearing N. 52° W. 28 links, thence N. 34° W. 61 poles to the center of the Marysville

and Bellefontaine gravel road, thence with the center of said road N. 71° W. 39. 80/100 rods, thence N. 78 1/4° W. 13 20/100 to the place of beginning containing forty and six tenths (40 6/10) acres. Petition will be for hearing at the September Term of said Court.

W. T. Hoopes
Attorney for Petitioners

Sept-12 '83-6w.

The State of Ohio
Union County ss. } The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Sept-12-1884

W. O Shearer

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

J. Q. Burgner Clerk.

Afterwards on the 5th day of February A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

A. North, et. al.

This day this cause came on for hearing upon the petition of the Trustees of the Baptist Church of Mingo, Champaign County Ohio and the Trustees of the Baptist Church of Allen Center, Union County, Ohio, and the evidence and upon hearing it appeared that the sale of the properly described in the petition is desired by the members of the society of the Baptist Church of Mingo Champaign County Ohio and also by the society of the Baptist Church of Allen Center Union County Ohio and that it is right and proper that authority be given to accomplish the same, it is hereby ordered and decreed by the Court that said petitioners A. North, W. T. Williamson and David Johnson as trustees of the Baptist Church of Mingo Champaign County Ohio; and Henry Poling Cyrus Poling and J. B. Poling as trustees of the Baptist Church of Allen Center, Union County Ohio are hereby authorized and empowered by the Court to sell the premises as described in their petition at private sale and to report their proceeding to this Court forthwith

Afterwards on the 4th day of June A.D. 1884, an Entry was made on the journal by the Clerk of said Court which reads as follows, to-wit:-

Entry

A. North, W. T. Williamson & David Johnson
as trustees of the Baptist Church of Mingo
Champaign County Ohio and
Henry Poling Cyrus Poling and J. B. Poling
as Trustees of the Baptist Church of Allen Center
Union County Ohio.

Court of Common Pleas
Union County, Ohio.

Now comes the said petitioners by their attorney W. T. Hoops and on their motion and on producing the report of the petitioners of their sale made under a former order of this Court and the Court being satisfied that said sale had been made according to law and the former order of this Court it is ordered that said sale be confirmed and said petitioners as trustees are ordered to convey by deed whatever interest they may have in said premises

Attest- John Q. Burgner Clerk
By A. R. Burgner Deputy

Pleas before his Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the third subdivision of the Tenth Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord one thousand eight hundred and eighty five. Heretofore, to-wit:- On the 25th day of August A D 1883, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

James Hoover Plaintiff

vs.

Obediah Holmes
Mary A. Holmes et al Defendants

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Common Pleas Union County Ohio

Petition

Defendant Obediah Holmes is indebted to plaintiff in the sum of three hundred and twenty-five dollars with interest from Dec. 27th 1879 on a promissory note of which the following is a copy, with all credits and indorsements:

" Richwood O, December 27th 1879"
" One year after date I promise to pay to the order of James Hoover "
" the sum of Three Hundred and Twenty-five Dollars with interest at "
" 6 per cent from date, value received "
" O. Holmes "

Second Cause of Action: At the time of delivering said note and to secure the payment of the same the defendants duly executed and delivered to the plaintiff their mortgage deed conveying the following premises viz:- Situate in the County of Union in the State of Ohio in the Township of Claibourne and bounded and described as follows viz:- Commencing at a stone in the center of the road leading from Richwood to Essex, the said stone being the South west corner to a lot owned by Sarah S. Wells, thence N. 88° E with the line of Sarah S. Wells lot- 25 $\frac{5}{10}$ poles to a stone in the west line of the A. & M. W. R. R., thence S. 29° 35' W. with the line of said Railway 14 $\frac{2}{11}$ poles to a stone, thence N. 84 1/2 W. 19 $\frac{7}{23}$ poles, to the center of said road from Richwood to Essex, thence N. 3° 50' E. 10 $\frac{17}{33}$ poles to the place of beginning, containing one and $\frac{27}{40}$ of an acre more or less. Said mortgage was conditioned as follows: If said grantors shall pay a promissory note of the same date given by said Obadiah Holmes to said James Hoover for $325.00 with six per cent interest from its date Dec. 27th 1879, and due one year after its said date, then said mortgage to be void otherwise to remain in full force. On the 28 day of January 1880, at o'clock A. M. said mortgage was duly left for record at the Recorders Office of Union County Ohio and on January 30. 1880, was duly recorded in Vol. 16 page 144 of his records.

The following persons are reported as having some claim on said premises, but the plaintiff is not able to state whether they have any interest in the same or not and he asks that they be made defendants and that they be required to set up by answer any claim they may have, to-wit: Elizabeth Dickenson, Elizabeth Wells, W. W. Hill Admr of the estate of W. J. Woods decd and C. E. Hill Administrator de bonis & Norris decd. Plaintiff therefore asks judgment against said Obadiah Holmes defendant in said sum of three Hundred & Twenty five Dollars

Praecipe

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Summons

4303

Sheriffs Return

Answer

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with interest from Dec. 27th 1879 and that in default of payment of the amount now payable, or that may become payable before judgment herein said mortgage may be foreclosed and said premises sold free of all claims of defendants, and the proceeds applied to the payment of the debt due plaintiff, and for such other relief as is proper.

By P.B. Cole & Son his Attorneys.

State of Ohio
Union County ss. } James Hoover being sworn says the facts stated and allegations in his foregoing pleading are as he believes true.

James Hoover.

Sworn to and subscribed before me this 16th day of August 1883.

T. B. Fulton Notary Public {Seal}

Praecipe

James Hoover Plaintiff
vs
Obadiah Holmes et. al. Defendants } Court of Common Pleas Union County Ohio

Marysville Aug 25th 1883.

4303

To the Clerk of said Court:- Issue Summons in the above case for the defendants Obadiah Holmes and Mary A Holmes, Amount claimed $325.00 with int from Dec. 27th 1879 and foreclosure of mortgage returnable according to law.

P.B. Cole & Son Atty for Plaintiff

Afterwards on the 25th day of August A.D. 1883, a Summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

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

4303

We command you to notify Obediah Holmes and Mary A. Holmes that they have been sued by James Hoover in the Court of Common Pleas of Union County, and that unless they answer by the 22nd day of September A.D. 1883 the petition of said James S. Hoover against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 3rd day of Sept A.D. 1883

Witness my hand and the seal of said Court, this

{Seal} 25th day of August A.D. 1883. J. L. Bunger, Clerk.

Endorsed: An action for Foreclosure of mortgage. Amount claimed $325.00 with int from Dec. 27th 1879.

Cole and Son Plaintiffs Attorney.

Said Writ returned and filed Aug. 27th 1883, endorsed as follows, to-wit:-

Sheriffs Return

The State of Ohio
Union County, ss. } Received this Writ August 25th A.D. 1883, at 6 o'clock P.M. and pursuant to its command, on the 27th day of August A.D. 1883, I served the same by delivering a true copy of this writ with endorsements thereon to each of the within named defendants.

Fees: Service 45, Mileage 2.56, Copy 40, Total $3.41.

John Hobensack Sheriff Union Co. O

Sheriffs Return

Afterwards on the 3rd day of September A.D. 1883, the following Answer was filed with the Clerk of said Court, to-wit:-

James Hoover Plaintiff
vs.
O. Holmes et. al. Defendants } State of Ohio Union County
Court of Common Pleas.

Answer

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Answer of O. Holmes & wife Mary A. Holmes.

Now comes the said O Holmes and for-

Answer to the plaintiffs petition says that the plaintiff ought not maintain his action against the said O Holmes and Mary A. Holmes for the following reasons, to-wit:-

I. That on the 11th day of January A.D. 1883 by contract and agreement with one James Robinson the said James Hoover sold and assigned to the said James W. Robinson all his right title and interest in said note and mortgage for a good and valuable consideration and that afterward and on the 2nd day of August 1882 the said assignee James W. Robinson filed his petition in the Court of Common Pleas of Carroll County Ohio against the said O. Holmes and Mary A Holmes James Hoover and others on said note and mortgage as described in plaintiffs petition that afterward and on the 21st day of August 1882 the said James Hoover for himself filed an answer and cross petition which was an answer and cross petition to the answer of Obadiah Holmes and wife which answer of O. Holmes and wife was filed on the 14th day of August 1882 in said case and the answer of said James Hoover took issue with the said Holmes and wife, and that afterward and at the February Term of said Court of Common Pleas said cause came on for trial upon the petition of the said James W. Robinson as the assignee of said James Hoover and the amended answer of the said Obadiah Holmes and wife and the answer and Cross petition of the said James Hoover and that the said James Hoover appeared in Court by himself and his attorney and had witnesses examined and went to trial upon the issues that were then made upon the said note and mortgage as described in said petition and had a full fair and complete trial of all his rights in the premises, and upon the trial of said cause the Court after a careful examination of the case and full consideration of the testimony did find for the defendants Holmes and did dismiss the petition of the said James W. Robinson and cross petition of James Hoover at the costs of said plaintiff James W. Robinson and from said judgment of said Court said James W. Robinson or James Hoover have neither of them taken an appeal and have failed to file a petition in error to reverse or set aside said judgment and all of said judgments of said Court remain unreversed and unchanged and the plaintiff James Hoover is therefore estopped from having and maintaining his said action against said defendants.

II Defense: For a second defense to the plaintiffs petition said O. Holmes and wife say that they have not the means of knowing whether the said James Hoover is the owner of said note and mortgage and therefore deny his said ownership and demand full proof thereof.

III Defense: For a third defense to the plaintiff's petition the defendants say there was no consideration for the note and mortgage in the petition mentioned and that said note and mortgage was obtained from him under the following circumstances, to-wit: That about a year before the date of the said note and mortgage said plaintiff and one John Israel were operating in patent rights, and said Israel obtained from said O. Holmes and his son Charles a note of about $320.00 for a certain patent-right and patent-right territory consisting of the Counties of Crawford, Richland and Marion and the State of

West-Va. : The said Israel when he obtained said original note made false representations about the same and agreed and promised that if said note was made in consideration thereof he, said Israel would help sell half of said territory and that he had offers for and could sell one half of said territory for more than enough to pay said note and that he would furnish the said patent invention which was a patent burglar alarm and would not call on the said Holmes for any money until he had made more for him than enough to pay said note &c. That said Israel failed to keep any part of his agreement and the said patented patent-right and territory proved entirely useless and worthless and the said Israel when he made said representation knew them to be false and did not intend to keep his agreement whereby said note and the consideration thereof wholly failed. That afterwards said Hoover the plaintiff who was also operating with said Israel in the same patent and who knew of the agreement and arrangement between said Israel and these defendants Holmes, and who knew said note was given for a patent-right, came to these defendants and represented that he was the owner and holder of said note so given for a patent right, and wanted to make some arrangements for its collection. Thereupon these defendants refused to pay the same and claimed the defense to the same that said note was given for a patent which was worthless and that said note was without consideration. Thereupon said Hoover represented to these defendants that he could handle said territory and that he had ample knowledge of said patent and that it was of great value and that if these defendants would execute the note and mortgage mentioned in the petition so that he, said Hoover could deposit the same as collateral security there he could and would raise money and go on and manufacture said patents and that before said note and mortgage became due he could and would dispose of said patent-right territory for much more than enough to pay said note and mortgage, and would return said note and cancel said mortgage and not require these defendants to pay any part of the same. That all he wanted of said note and mortgage was to deposit as collateral security to borrow money and he could and would wholly free these defendants from any further trouble in regard to said original transaction and avoid trouble and litigation. Thereupon without any consideration whatever and for no other purpose or reason than as above shown these defendants made and delivered said note and mortgage to said Hoover, the plaintiff. That said James Hoover the plaintiff never performed any part of his agreement and the consideration for said note and mortgage has wholly failed that said plaintiff never had any legal claim against these defendants and that he procured the said note and mortgage by reason of the representations and promises aforesaid. Wherefore these defendants pray that said note and mortgage may be cancelled by order of the Court and the prayer of said petition denied and that they go hence without day and recover their costs herein expended and for all proper relief in the premises.

J. L. Cameron and J. M. Kennedy Atty Defts Holmes & wife

State of Ohio
Union County, ss. } Obadiah Holmes being duly sworn says the facts and allegation in the forging answer are as he believes true.

O. Holmes.

Swore to and subscribed by the said Obadiah Holmes before me this 3rd day of September A.D. 1883.

[Seal]

J. Q. Burgner Clerk.

Afterwards on the 2nd day of May A.D. 1884, the following Reply was filed with the Clerk of said Court, to-wit:-

James Hoover, Plaintiff

vs.

O. Holmes, et-al, Defendants

Union County Common Pleas Court.

Reply

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Now comes the plaintiff and for reply to defendants first alleged defense says he denys the existence of any and all such records as are therein alleged. But he says that by agreement of the plaintiff J. W. Robinson in said suit and of the said O. Holmes and wife and himself therein said suit was dismissed at the costs of J. W. Robinson, and all rights of said James Hoover expressly saved in said order of dismissal, and said order was made expressly without prejudice to the rights of said James Hoover to bring an action on said note and mortgage, which right was thereby and therein fully recognized and the Court found and decided in said action that said James Hoover was not a proper party thereto.

And he denies each and every allegation in said alleged defense that is inconsistent with or contradictory to the foregoing statement herein, or to the allegations of his petition herein.

For reply to defendants third alleged defense he says he denies each and every allegation therein contained which tends to impeach the validity or sufficiency of the consideration of the note and mortgage herein sued upon or of the original note in said alleged defense mentioned, or tends to show want of failure of consideration therefor.

He further says: that he obtained said original note in the usual course of business and without notice of any defense, counterclaim or set-off or other objection thereto and before it was due, and so obtained and received it as collateral security for the performance of an agreement of said John Israel with him to deliver to him certain goods and perform for him certain work for which plaintiff then in consideration of said security advanced the pay to said John Israel, and also for other moneys and services advanced and performed by him to and for said John Israel at and before said time. And that before said original note fell due said Israel, partly by reason of a fire and other misfortunes in business had become wholly insolvent and made default in the performance of said agreement on his part; and the time limited for said performance had passed, and said plaintiff had demanded of said Israel and called upon him to perform but said said Israel had wholly failed and did refuse to comply with said agreement or compensate plaintiff in any way therefor but informed plaintiff that he (pltff) would have to look to said original note for compensation for said said default and

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abandoned all claim on the note. All of which transpired before said note became due. And the plaintiffs title to said note thereby became absolute and he entitled to all the rights of an innocent purchaser for value of a negotiable note before due and as such entitled to collect said note in full. And that the note and mortgage herein sued upon were executed and delivered to him by defendants in payment and satisfaction of said original note, and to obtain further time on said indebtedness and for no other consideration whatever and that in consideration of said new and additional security given him he extended the time for said indebtedness to stand one year from Dec. 27, 1879 And he says that said property for which said original note was given was good and valuable and that defendants by a proper effort could have done well with it, but neglected to attend to it as they should and thereby all their losses if any have arisen.

Plaintiff denies each and every allegation of fraud misrepresentation or other wrong or improper means used in obtaining said notes &c. or either of them or that is inconsistent or conflicts with his statement above or in the petition. And he therefore prays as in his petition herein.

P. B. Cole & Son Attorneys for Plaintiff

State of Ohio } James Hoover being sworn says that the facts
Union County ss. } stated and allegations in his foregoing reply are as he believes true.

James Hoover

Sworn to and subscribed before me this 2nd day of May 1884
J. Q. Burgoon Clerk.

Seal

Afterward on the 8th day of June A. D. 1885, the following Motion was filed with the Clerk of said Court, to-wit:-

James Hoover Plaintiff
vs.
Obadiah Holmes et al. Defendants

Common Pleas Court.

Motion
4303

Now comes the plaintiff and moves the Court to order an Entry of judgment in the above entitled case nunc pro tunc, the service as it was rendered on the 26th day of Sept 1884, that is to say a judgment and decree in favor of the defendants dismissing the plaintiffs petition at plaintiffs cost with notice of appeal by plaintiff, fixing the appeal bond at $100.00 the same having been ordered but not entered by mistake. P. B. Cole & Son
Attys for Pltff

Afterwards on the 7th day of July A. D. 1885 the following Entry was made on the Journal by the Clerk of said Court to-wit:-

James Hoover Plaintiff
vs
Obadiah Holmes et al. Defendants

Common Pleas Court.

Entry
4303

On motion of plaintiff and it appearing to the satisfaction of the Court that a judgment and decree was rendered by the Court in this case on the 20th of September 1884 in favor of the defendants and against the plaintiff in that the plaintiff did then give notice of his intention to appeal from said decision, and that the Court did fix

the amount of the appeal Bond at $100 ^{oo} The Court further finds that on account of the mutual mistake of both parties no entry was ever made of said judgment and decree on the journals of this Court. And that such entry should have been made. It is therefore ordered and adjudged that such entry be now placed upon the journal of this Court as of the 26th of September 1884, Nunc Pro Tunc and in substance and in form as follows, to-wit:- This 26" day of September 1884 this cause coming on to be heard on the petition of the plaintiff, answer of defendant and reply thereto of plaintiff and was argued by counsel on consideration whereof the Court finds the equity of the case with the defendants, and also found for the defendants on the question of Res adjudicate.

It is therefore ordered and adjudged by the Court that the petition of the plaintiff be and the same is hereby dismissed and that the defendants recover of the plaintiff his costs herein expended taxed $

Thereupon the plaintiff gave notice of his intention to appeal and the Court fixed the Appeal Bond at $100 oo

Petition

O. A. C
J. D. B

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Afterwards on the 21st day of December A.D. 1885, a Motion was filed with the Clerk of said Court which reads as follows, to-wit:-

Motion

James Hoover Plaintiff

vs.

Obadiah Holmes et.al. Defendants

Union County Common Pleas Court.

4303

Now comes plaintiff and moves the Court to order an entry to be placed on the Journal of this Court Nunc pro tunc, which order was made by the Court on the 17th of September 1884, allowing the plaintiff to amend his petition in this case, so as to strike out the prayer for a judgment on the note and make the only relief asked for, the equitable relief prayed for on the mortgage which order was omitted to be entered on the Journal at at the said time it was made, by the mistake of the parties.

P. B. Cole & Son Attys for Plaintiff

Afterwards on the 21st day of December A.D. 1885, an Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

James Hoover, Plaintiff

vs.

Obadiah Holmes et.al. Defendants

4303

On motion to the Court by the Plff and it appearing to the satisfaction of the Court that previous to the trial had in said Court of said case, a motion was made by the plaintiff and sustained by the Court granting the plaintiff leave to amend his petition by striking out the prayer for judgment on the note described in the petition and having the only relief prayed for by plaintiff, the equitable relief asked for on the mortgage described in said petition. And the Court further find that said order was not entered upon the journal at the time it was made and that the same was omitted by mistake and should have been then made.

It is therefore ordered that said entry be now this 21st of Dec. 1885 placed upon the journal of this Court as of the 17th of September 1884 nunc pro tunc in substance and form as follows: "On motion to the Court by the plaintiff, It is ordered that the plaintiff have leave to amend

his petition by striking out the prayer for judgment on the note leaving the only relief asked by the plaintiff the equitable relief prayed for on the mortgage which amendment is made accordingly.

Attest- John Q. Burgner Clerk.
By A. R. Burgner Deputy

Pleas before His Honor John A Price, Judge of a Court of Common Pleas begun and held at the Court-House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 22nd day of February in the year of our Lord one thousand eight-hundred and eighty-seven. Heretofore, to-wit: on the 24th day of April A.D. 1886, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Augustus Pratt, Plaintiff
vs.
C. A. White, W. H. White and J. Q. Burgner, Defendants.

Petition

In Common Pleas Court, Union County, Ohio.
Action on Promissory Note.
Petition

5092

The plaintiff says that this his cause of action is founded upon a promissory note, of which the following is a copy with all credits and indorsements thereon, to-wit:-

" $200 00 Richwood Ohio; April 15th 1884"
" Two years after date I promise to pay to R. W. Connell or bearer, Two "
" Hundred Dollars, at Richwood, O. Value received, without interest. "
" (Signed) C. A. White "
" W. H. White "

The following indorsement appears on the back of said note, to-wit:-
" Notice of protest, demand, and non-payment of the within note "
" waived and collection of the same guaranteed. "
" (Signed) J. Q. Burgner "

Plaintiff further says he is the legal and bona fide owner and holder of said note, as purchaser thereof for value before due.

Plaintiff says further that there is due and unpaid on said note the sum of Two Hundred Dollars with interest thereon at the rate of six (6) per centum from the 15th day of April 1886.

Plaintiff therefore prays judgment against the said C. A. White, W. H. White as makers and J. Q. Burgner as guarantor in said sum of $ 200 00 with interest thereon at six (6) per cent from April 15th 1886.

Brodrick & Wm. Campbell Attys for Plaintiff

The State of Ohio }
Union County, ss. } James S. Wm. Campbell being first duly sworn says he is one of the attorneys of record for the plaintiff in the above entitled cause, duly authorized in the premises; that the foregoing action is brought upon a written instrument for the payment of money only, which said instrument is now in affiants possession; and that facts stated and allegations made in the foregoing petition are, as affiant believes true. Jas. S. Wm. Campbell

Subscribed and sworn to before me by said Jas. S. Wm. Campbell this 24th day of April A.D. 1886. J. Q. Burgner Clerk of Courts

Waiver of Summons

I hereby waive the issuing and service of summons in the above entitled action and enter my appearance therein this 24th day of April 1886.

J. D. Burgner.

Waiver of Summons

I hereby waive the issuing and service of summons in the above entitled action, and enter my appearance therein this 24th day of April A.D. 1886.

W. A. White.

Petition indorsed:- I hereby guarantee the payment of costs in this case

C. M. Ingmire

To Clerk of Common Pleas,

Sir:- Issue Summons in the above action for C.A. White, to the Sheriff of Cuyahoga County, Ohio and issue Summons for W. A. White to the Sheriff of Union County Ohio, both writs returnable according to law, and indorse = "Action for money only, Amt. claimed $200.00 with interest at 6% from April 15th 1886."

Brodrick & McCampbell Attorneys for Pltff

Entry

5092

On the 24th day of May A.D. 1886, a Summons was issued by the Clerk of said Court which reads as follows, to-wit-

Summons in Action for Money Only.

5092

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

Summons

We command you to notify C. A. White that he has been sued by Augustus Pratt in the Court of Common Pleas of Union County and that unless he answer by the 22nd day of May A.D. 1886 the petition of said Augustus Pratt against him filed in the Clerks office of said Court such petition will be taken as true, and judgment rendered accordingly by

You will make due return of this summons on the 3rd day of May A.D. 1886. Witness my hand and Seal of said Court, this 24th day of May A.D. 1886, at Marysville, O.

Seal

J. D. Burgner Clerk.

Endorsed: Money Only, Amount claimed $200.00 and interest as follows at 6 per cent on $200.00 from April 15th 1886. Brodrick & McCampbell Pltffs Attys said writ returned and filed May 3rd 1886 endorsed as follows to-wit:-

The State of Ohio
Cuyahoga County, ss } Sheriffs Return

Received this writ April 26th A.D. 1886, at 8 o'clock A.M. And pursuant to its command on the 1st day of May A.D. 1886 I served the same on the within named defendant C.A. White by delivering to him a true and certified copy thereof. Fees: service and return 80. mileage 80, Copy 24, Docket 10, Record 10, Postage 06 Total $1.60

Chas C Dewster Sheriff
By J.V. Chapek Deputy

Afterwards on the 24th day of March A.D. 1887, the following Entry was made on the journal by the Clerk of said Court, to-wit:-

Entry

August Pratt, Pltff
vs.
C. A. White et. al. Deft.

In Union Common Pleas, Ohio
Entry of Judgment on Default.

8093

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 in the sum of $201 20/100 with interest thereon from the 24th day of May A.D. 1886, at the rate of six per cent: It is therefore considered by the Court, that the said plaintiff recover from the said defendants the said sum of $201 20/100 with interest thereon at six per cent from the 24th day of May A.D. 1886 and his costs herein expended. And it being made to appear to the Court that the defendant John Q. Burgner is liable as guarantor upon the promissory note upon which this action is founded, for his co-defendants, it is hereby certified that the said defendants C.A. White and W.H. White are principal debtors and the said defendant John Q. Burgner, guarantor in the above judgment.

Afterwards on the 1st day of April A.D. 1887, an Entry was made on the journal by the Clerk of said Court which reads as follows, to wit:-

Augustus Pratt Plaintiff
vs.
C.A. White, W.H. White and John Q. Burgner Defendants

Entry
5-0 92

Whereas, at the May Term A.D. 1886 of this Court judgment was rendered against C.A. White and W.H. White as principal debtors and John Q. Burgner as guarantor in the above case and said judgment should have been against W.H. White as surety on the note sued herein and the Court now on motion for a nunc pro tunc order herein proceeds to render said judgment as it should have been rendered. It is therefore considered by the Court that said plaintiff recover of said defendants said sum of $201 20/100 with six per cent interest thereon from May 24th 1886 and his costs herein expended taxed to $ for all of which execution is awarded. And it being made to appear to the Court that the defendant W.H. White is liable as surety and the said John Q. Burgner is liable as guarantor upon the promissory note upon which this action is founded: It is hereby certified that said defendant C.A. White is principal debtor, that the said defendant W.H. White is surety and the said defendant John Q. Burgner is guarantor in the above judgment.

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

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 8th day of April in the year of our Lord one thousand eight hundred and eighty-four. Heretofore, to-wit: on the 5th day of April A.D. 1884, a petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition
45-13

Wm Penn Plaintiff
vs.
J.C. Ramsey, Defendants

Court of Common Pleas, Union County, Ohio.
Petition

The plaintiff says that there is due to him as assignee of John Penn, on the promissory note, a copy of which is hereto attached, from the defendant on his said note the sum of four hundred dollars with interest from the first day of April 1884, the said plaintiff

purchased said note from said John Penn before it was due for a valuable consideration in the usual course of business and is the owner of said note and said sum is due on the same from said defendant and therefore he prays judgment for same.

Robinsons & Piper Attys for Plaintiff

The State of Ohio } J. W. Robinson being duly sworn deposes and says
Union County, ss } he is the attorney of the above named plaintiff in the above case and that the action is for money only on a written promissory note in my possession and believe the allegations of the foregoing petition are true

J. W. Robinson

Sworn to before me and subscribed in my presence by J. W. Robinson this 5th of April 1884.

J. Q. Burgner Clerk.

Copy of Note and endorsement:

" $400.00 Bellepoint, Delaware Co. Ohio April 1st 1881"
" three years from date I promise to pay to John Penn or order "
" Four Hundred Dollars for value received. "
" J. C. Ramsey "
" Endorsed on its back "John Penn." "

Praecipe 4613

To the Clerk:

Issue summons and endorse "petition for $400. with interest from April 1st 1884, on promissory note."

Robinson & Piper Attys for Plaintiff

(Petition endorsed:- I am good for costs:- John H Penn - S.B. Myers - Wm R. Cox)

Summons 4613

On the 5th day of April A.D. 1884, the following summons was issued by the Clerk of said Court, to-wit:-

The State of Ohio } Summons in Action for Money Only
Union County, ss } To the Sheriff of the County of Union, Greeting:-

We command you to notify J. C. Ramsey that he has been sued by William Penn in the Court of Common Pleas of Union County, and that unless he answers by the 3rd day of May A.D. 1884 the petition of said William Penn against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly

You will make due return of this summons on the 14th day of April A.D. 1884. Witness my hand and the seal of said Court, this 5th day of April A.D. 1884.

J. Q. Burgner, Clerk. (Seal)

Endorsed:- "Money Only" "Amount claimed, $400.00 and interest as follows from April 1st 1884, on promissory note."

Robinson & Piper Attys for Plaintiff.

Said writ returned and filed April 7th 1884, indorsed as follows, to-wit:-

The State of Ohio } Sheriff's Return.
Union County ss. } Received this Writ April 6th A.D. 1884, at 2 o'clock P.M. and pursuant to its command on the 7th day of April 1884, I served the same by delivering to the within named defendant a true copy of this writ with endorsements thereon. — Fees: Service 30 - Mileage 1.60 Copy 20 Total $2.10

John Hobensack Sheriff

Afterwards on the 3rd day of May A.D. 1884, an Answer was filed with the Clerk of said Court, which reads as follows, to-wit:-

Answer 4513

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Answer

45-13

William Penn, Plaintiff
vs.
J. C Ramsey, Defendant.

Court of Common Pleas, Union County, Ohio.
Answer

The said defendant now comes and for answer to the petition of plaintiff filed herein says he admits that he executed the promissory note set out in the plaintiff's petition, but he says that the said plaintiff ought not to have or maintain his said action against this defendant for he says for his First Defense: that on the 23rd day of February A.D. 1881 by a written lease he leased of one John Penn a farm known as the Duvall farm containing about 150 acres of land, situate in Delaware and Union Counties for the period of three years commencing on the first day of April A.D. 1881, at the rate of four hundred dollars a year, and executed his notes therefor, the last of which is the one sued on in this action. But defendant says that when he took possession of said farm the said William Penn had sowed twelve acres of said farm in wheat, and when the same became ripe and ready for harvest the said plaintiff in this action refused to allow this defendant to harvest the same, or to have the use of said twelve acres of land from the first of April 1881 up and until the middle of July of the same year. But defendant says that said William Penn without the permission of this defendant and without any authority what ever entered upon said land and against the will of this defendant and harvested and carried away all of the wheat raised on the said tract of land except about ten bushels which was at the time given by him to defendant. Defendant says he was deprived of the use and enjoyment of said twelve acres of land from the first day of April A.D. 1881 up and to the middle of July of the same year, that the use and profit of said tract during that time was reasonably worth the sum of Sixty dollars, and he therefore asks for judgment against said plaintiff in said sum of sixty dollars and interest thereon from the 15th day of July A.D. 1881.

Second Defense: And for a second defense this defendant says that afterwards on the first day of September 1883, before the lease of the defendant had expired and while he was in possession of said farm, the said William Penn plaintiff entered on the same, and against the will of this defendant and without his permission plowed, and broke up and planted fourteen acres of said farm in wheat and kept this defendant out of the possession, use and profit of said fourteen acres of land from the said first day of September 1883 to the first day of April 1884, when the lease of defendant expired, that he did the same in violation of the rights of the defendant. That the use, rent and profit of said fourteen acres of land during the time, said defendant was deprived of the same, was reasonably worth the sum of seventy five dollars. And he therefore asks judgment against the said plaintiff in said sum of seventy five dollars and interest thereon from the first day of April 1884.

Third Defense: And the defendant for a further and other defense says that while he was in possession of said farm aforesaid under the written lease aforesaid the plaintiff on or about the 27th day of August 1881 entered upon the said farm and against the will and desire of defendant took possession of about seventy five acres of pasture land, and did pasture on said land 16 head of cattle, 2 or 4 head of horses and 21 head of sheep and kept them on said pasture from the 27th day of August

1881 wife and until the 15th day of November 1881, That he did the same without permission and against the will of this defendant. this defendant says that it was reasonably worth the sum of $70.00 for the pasture of said cattle during the time they were on said land. and it was reasonably worth the sum of $12.00 for the horses and $20.00 for said sheep during that time and he therefore asks the Court for judgment against plaintiff in the sum of one hundred and two dollars and interest from the 15th day of Nov. A.D. 1881

Fourth Defense: And for further and a fourth defense defendant says that sometime during the times said cattle were on said farm as set forth in his third defense herein, the said plaintiff without any authority, and against the will and without the knowledge of this defendant, the plaintiff let down the fence and drove the stock he had on said farm, upon about twenty acres of meadow land, which was part of the farm then under the controle and possession of this defendant, and said stock trod down the grass and destroyed the herbage and rendered the said meadow land almost worthless so that he could raise no crop of hay thereon, and defendant says that by reason of the acts of the plaintiff aforesaid he has been damaged in the sum of fifty dollars. Wherefore he asks judgement against said plaintiff in the sum of fifty dollars his damages so as aforesaid sustained.

Fifth Defense: And defendant for further and a fifth defense says that during the year 1881 and in the fall of the same year the said plaintiff entered upon the premises of this defendant and cut off and carried away a crop of clover seed then upon eleven acres of land which was then in the possession and owned by this defendant. that he did it without any authority from this defendant, and against his will; that he the said plaintiff appropriated said seed to his own use and has never paid any thing for the same to this defendant. And defendant says that the value of the same was at that time, and that the said seed so taken was worth the sum of Eighty Dollars and he asks judgment against plaintiff in said sum of Eighty Dollars and interest thereon from the first day of Nov. 1881. And defendant says that the plaintiff is not entitled to a judgment for the reasons set forth in his said answer, and this defendant asks judgment against plaintiff as asked for in his several defenses above set forth and that the amounts so found due him on the several causes of action may be applied on said note and that he may have judgment for the balance.

Powell & Fulton for Defendants

State of Ohio
Delaware County, ss. } John O. Ramsey being duly sworn according to law upon his oath says that the facts stated and allegation stated and contained in his above and foregoing answer are true as he believes.

J. O. Ramsey

Sworn to by said John O. Ramsey before me and by him subscribed in my presence this 28th day of April 1884.

Wesley B. Albright
Justice of the Peace.

Afterwards, on the 12th day of Sept. 1884 the following Entry was made on the Journal of said Court

Entry
4-5-13

William Penn
vs.
J. O. Ramsey

And now came the plaintiff herein and moved the Court for leave to file reply in this case. Whereupon the Court

being fully advised in the premises do grant such leave, and reply filed.

On the 11th day of September A.D. 1884, a Reply was filed with the Clerk of said Court which reads as follows, to-wit:-

Reply

William Penn, Plaintiff
as.
J. C. Ramsey, Defendant

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

4-5-13

And now comes the plaintiff William Penn and for reply to the answer of the said defendant says he denies each and every allegations as set forth in his answer and in manner and form as therein stated. The said plaintiff for a further reply to defendants answer says that the matters set forth in defendants first cause of defense grow out of a lease made by John Penn to the said William Penn in 1880 and for the field mentioned to be put in wheat which would be harvested in summer of 1881 that said Ramsey fully understood this at time of making lease of the farm and that he was to have the share that John Penn would receive if he had retained the possession of the farm to-wit: one third of the wheat in the bushel and that said Ramsey did receive the one third of said wheat in the bushel according to the agreement of said John Penn and the defendant John Ramsey. This plaintiff further replying to the answer of said defendant says that as to the second, third, fourth and fifth causes of defense that the said John Ramsey the defendant herein sub-leased the one half of said farm to David Penn by a written agreement on or about the — day of March 1881 and by the terms of said lease the said David Penn was to have the use of the undivided one half of said farm for pasturage and cultivation of crops and said David Penn took possession of said farm with the defendant under said written agreement and they two occupied and used the farm together until fall probably in September 1881, when David Penn with the full knowledge and consent of the defendant sold out his interest in said sub-lease to this plaintiff and that all that plaintiff did on said farm was done under and by virtue of his right under said lease and plaintiff violated no right of the defendant neither in trespassing upon said premises or otherwise and he denies that he did defendant any damage in any manner whatever.

Plaintiff therefore prays judgment as in his petition

Robinsons & Piper Attys for Plaintiff.

State of Ohio
Union County ss. } John Penn being duly sworn according to law says he is the agent of plaintiff William Penn duly authorized in the premises and that the facts stated and allegations in the foregoing reply of William Penn are as he verily believes true and that William Penn is a non-resident of Union County Ohio and is now absent therefrom

John Penn.

Sworn to before me by John Penn and by him subscribed in my presence this 11th day of September 1884.

J. A. Burgner, Clerk.

Afterwards on the 30th day of September A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit:- (over)

Entry

William Penn Plaintiff
vs.
J. W. Ramsey Defendant.

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a jury, to-wit: W. P. Wood, Simpson Price, Levi Curran, Luther Turner C. Pridemore, George Coleman, Samuel Hammer, Solomon Walker, N. W. Kirk, Stephen Slick, J. A. Worrell, and George Wallace who being duly impannled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless with drawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel and charge of the Court the said jurors retired to their room to deliberate upon their verdict and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit:-

Entry

4-5-13.

Verdict

Civil Action

The State of Ohio, Union County, ss. September Term A. D. 1884, to-wit: Sept. 30th 1884

William Penn Plaintiff vs. J. W. Ramsey Defendant.

We, the jury in this case, being duly impanneled and sworn do find and say that we find for the plaintiff in the sum of $412.00

We find damages on Second defense 12.00 $400.00

Samuel Hammer Foreman

Afterwards on the 6th day of Oct. A. D. 1884, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

William Penn Plaintiff

vs.

J. W. Ramsey, Defendant

The jury in this case having on a former day of this term rendered a verdict for the plaintiff and assessed his damages at $400 cts and no motion for a new trial having been made, it is therefore considered by the Court that the said plaintiff recover of the said defendant the said sum of four hundred dollars and his costs herein expended.

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

Entry

4-5-13

Petition

5162

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Pleas before His Honor John A Price, Judge of the Court of Common Pleas begun and held at the Court-House in the Town of Marysville within and for the County of Union of the said Subdivision of the Tenth Judicial District of the State of Ohio on the 22nd day of February in the year of our Lord, one thousand eight-hundred and eighty seven. Whereof; to-wit:- On the 10th day of September A.D. 1886, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

Edward W. Porter Administrator of Estate of Robert Gamble deceased, Plaintiff

Against

Emma Gamble, Annie Gamble, George Gamble, Carrie Gamble and James D. Gamble Guardians &c. Defendants

Court of Common Pleas
Union County, Ohio
Petition

5162

The plaintiff says: that he is the duly appointed and qualified Administrator of Robert Gamble deceased, late of said County of Union. that the total value of the personal estate and the effects of said decedent is, as near as can be ascertained the sum of ninety-two dollars. that the amount of debts owing by said deceased at his death, as nearly as can now be ascertained, amount to Seven Hundred and Seventy two and 8/100 Dollars. that in addition to this there are taxes upon the real estate herein sought to be sold to the amount, exclusive of penalty, of Two Hundred and Eighty four and 2/100 Dollars, and that the amount of charges of Administration as near as can now be ascertained amount to Eighty Dollars. The personal estate and effects are insufficient to pay said debts and claims. that the said decedent died about the month of March 1884. Prior to his death, to-wit: January 23rd 1884, he was the owner in fee simple of the following real estate, to-wit:- Situate in the Township of Dover, County of Union and State of Ohio, and known as part of Robert Gamble Sr. farm, and in Survey No 4065 and described as follows, viz:- beginning at a stone with brick under it in the north line of Robert Gamble Jr and South West corner to a 12 acre tract; thence N. 10 W. 108, 19 poles to a stone and brick under it, the center of the County Line Gravel Road.; thence with the center of said gravel road S. 81 W. 63.80 poles; thence S. 10 E 108. 65 poles to a stake and stone in the north West corner of Robert Gamble Jr. land; thence with said Gambles' land north line N. 81 E. 60.75 poles to the beginning containing 41¼ acres. it being the same land deeded by Robert Gamble Sr. to Emma M. Gamble on the 23rd day of January 1884, recorded in Vol. 57, page 76 Union County Record of Deeds. Also one other tract of land situate in the Township of Dover, County of Union and State of Ohio, and in Survey No. 4065 and described as follows: Beginning at a stone with a brick under it in the center of the Harvey and Gamble Gravel Road. thence with center of said road N. 7 W. 83.08 poles to the center of County line gravel road; thence with the center of said County line gravel road S 81 W 79 poles to a stone with a brick under it. thence S 10 E. 83.32 poles to a stone and brick under it, thence E 81 E 77.20 poles to the beginning containing 41¼ acres it being the same land deeded by Robert Gamble Sr. to Annie Gamble on the 23rd day of January 1884, recorded in Vol 57 page 77, Union County Record of Deeds. Also six servants

(6/7) undivided, of a 63 acre tract deeded on the 23" day of January 1884 by said Robert Gamble Sr to George W. Gamble. Said deed is recorded in Union County Record of Deeds Book 57 page 75. That on said 23" day of January 1884 said Robert Gamble Sr deceased deeded the first-said above described to said Emma Gamble and the second tract above described he on said day deeded to Annie Gamble. And he on said day deeded said third tract above mentioned to said George Gamble; said deeds were all gift-deeds, and were made without any consideration other than the fact that they were his children. That said deeds were not delivered, and did not go into effect as deeds to said Emma, Annie and George Gamble or either of them, until a very short time before the death of said Robert Gamble Sr. And at the time of the execution and delivery of said deeds all of the debts above mentioned and a large part of the taxes were then due and owing from said Robert Gamble. That said decedent died leaving said Carrie Gamble his widow, who by a former decree of this Court has a certain dower interest in the three tracts of land above described. That the said Emma, Annie and George Gamble, as plaintiff advised and now charges, are entitled under their said deeds to the balance on distribution, after the above mentioned debts, taxes, expenses of administration, the dower interest of said Carrie Gamble &c are paid. That said George and Annie Gamble are minors under the age of majority, and that the said James D. Gamble is their Guardian.

The six sevenths (6/7) interest of said George W. Gamble in said 63 acres has already been sold in partition sale in this Court in the case of Carrie Gamble against James D. Gamble and others No. 45-58. And a portion of the proceeds of said sale belonging to said George W. Gamble has already in said cause, been ordered into the hands of this plaintiff as such Administrator for the purpose of paying the share of said tract of the debts &c. of said estate. Plaintiff therefore prays that the said Emma Gamble, George W Gamble, Annie Gamble, Carrie Gamble and James D. Gamble be made parties defendant hereto. That the deeds above mentioned made to Emma Gamble and Annie Gamble be set aside for the purpose of paying the debts, taxes, said dower interest and the expenses of Administration. And that said tracts of Emma and Annie Gamble be ordered to be sold to pay the same, and that on the final hearing the Court will order and decree as to what part of said claims against said estate shall be paid by the lands of Emma, George and Annie, whether all of them or but a part &c. as may be just and equitable, between said parties, and that the residue of the proceeds of said sales be ordered distributed between said Emma, Annie and George according to justice and equity and the plaintiff asks such other and further relief in the premises as justice and equity demand

Porter & Porter, Attorneys for Plff.

E. W. Porter, the plaintiff, being duly sworn, makes oath that the facts stated in the foregoing petition are true as he believes.

E. W. Porter

Sworn to by E. W. Porter before me and signed by him in my presence this 9th day of September A. D. 1886.

J. L. Burgner Clerk (Seal)

Praecipe

3-162

Summons

Summons

8-162

Praecipe

5-162

To the Clerk:-

Issue a summons against the defendants returnable according to law. Endorse: "Action to sell land to pay debts"

Porter & Porter Attys for Plaintiff

On the 10th day of September A.D. 1886, a summons was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

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

To the Sheriff of the County of Union Greeting:-

We command you to notify Emma Gamble, Annie Gamble George Gamble, Carrie Gamble and James D. Gamble Guardian &c that they have been sued by Edward W. Porter Administrator of the estate of Robert Gamble deceased, in the Court of Common Pleas of Union County, and that unless they answer by the 9th day of October A.D. 1886, the petition of said plaintiff Ed. W. Porter Admr. &c. against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 20th day of Oct. A.D. 1886. Witness my hand and the seal of said Court, this 10th day of September A.D. 1886. J. Q. Burgner Clerk. Seal

Endorsed: An action to sell land to pay debts, Porter & Porter Plaintiffs Attys

Said writ returned and filed Sept 16th 1886, endorsed as follows, to-wit:-

The State of Ohio } Sheriffs Return
Union County, ss. } Received this writ Sept. 10th A.D. 1886, at 2 o'clock P.M. and pursuant to its command, on the 13th day of Sept A.D. 1886, I served the same by leaving a true copy of this Summons with the endorsements thereon at the usual place of residence of the within named Emma Gamble and by handing a true copy of this summons with the endorsements thereon to the within named defendants Carrie Gamble, James D. Gamble and Annie Gamble. The defendant George Gamble not found in my County. Service 75; Mileage 1.60, Copy 1.00 Total $3.35 W. Hopkins Sheriff

Summons

5-162

On the 10th 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. } Summons

To the Sheriff of Union County, Greeting:-

We command you to notify George W. Gamble that he and others have been sued by Edward W. Porter Administrator of Estate of Robert Gamble deceased, in the Court of Common Pleas of Union County and that unless he answers by the 9th day of October A.D. 1886, the petition of said plaintiff Ed. W. Porter Admr. &c. against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 20th day of September A.D. 1886. Witness my hand and the seal of said Court this 10th day of September A.D. 1886.

Seal

J. Q. Burgner Clerk

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

I hereby acknowledge service of the within summons and enter my appearance in the within entitled case.

G. W. Gamble

Marysville, Ohio; Sept. 11th 1886.

On the 11th day of October A.D. 1886, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons
8-162

The State of Ohio
Union County, ss.

Summons

To the Sheriff of the County of Hardin Greeting:-

We command you to notify George Gramble that he and others have been sued by Edward W. Porter Administrator of Estate of Robert Gramble deceased in the Court of Common Pleas of Union County, and that unless he answer by the 30th day of Oct. A.D. 1886, the petition of said plaintiff against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 11th day of Oct. A.D. 1886.

Witness my hand and the seal of said Court, this 1st day of October A.D. 1886. J. D. Burgner Clerk.

[Seal]

Endorsed: An action for Sale of Land to pay debts. Porter & Porter Plaintiffs Atty

Said Writ returned and filed endorsed as follows; to-wit:-

The State of Ohio
Hardin County, ss.

Sheriff's Return

Received this Writ October 2nd A.D. 1886, at 3 o'clock P.M. and pursuant to its command, on the 8th day of October A.D. 1886 I served the same by delivering a certified copy hereof with the indorsements thereon to the within named George Gramble. ... Service 30, Mileage 3.20, Copy 25, Return 25, Total $4.00

John S. Scott Sheriff Hardin County, Ohio

Afterwards on the 1st day of Nov. A.D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:-

Edward W. Porter, Administrator &c
as.
Emma Gramble, Annie Gramble, George Gramble, Carrie Gramble nee James D. Gramble Guard &c. Defendants

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

Answer of Carrie Gramble
5-162

Now comes Carrie Gramble and for answer to the plaintiffs petition says that she is the widow of the late Robert Gramble dec'd and that at the May Term of said Court of Common Pleas of Union County Ohio she was assigned dower in said land as described in the plaintiffs petition, that said dower interest was appraised and set off to her by W. B. Fulton as a special master for that purpose and was estimated in money at $760 55 to be assessed upon the lands of Emma Gramble as described in said petition and in $460 55 to be assessed on the lands of Annie Gramble as described in said petition of the plaintiff. Defendant further answering says that said Court also decreed that out of the 6/7 of the 63 acres deeded to George W. Gramble said defendant Carrie Gramble have dower in the sum of $595 36 all of the aforesaid estimates to be in money. The Court also further found that said defendant had received of said dower as follows, to-wit In real estate taken in lieu of dower, to-wit: 13 acres valued at $520.00 In personal property $267.50, making a total of $787.50 Leaving a balance due said defendant of $728.96, to be divided as follows: To Emma Gramble $224.07, To Anna Gramble $224.07 To George W. Gramble $280.82 Total of $728.96. And the Court further decreed that the same was a lien upon the lands of the said Emma

Entry
5-162

Entry
5-162

Answer
5-162

Gamble, Annie Gamble and George W. Gamble. Plaintiff therefore prays that upon the final hearing of said case and upon the sale thereof, that the said E. W. Porter as Administrator or his successor be ordered to pay to the said defendant the respective amounts found due her by the Court with the interest thereon and for all proper relief.

J. Mc. Kennedy Atty for
Carrie Gamble now Carrie Parmenter

The State of Ohio
Union County ss. } Carrie Parmenter being duly sworn says she is the same person as Carrie Gamble above named, that she is now married to Albert Parmenter, that she was married to him on the 1st day of October A.D. 1885 and that the facts and allegations in the foregoing answer are as she believes true

Carrie Parmenter

Sworn to and subscribed by the said Carrie Parmenter before me this 30th day of October A. D. 1886.

Warrell Auer
Justice of the Peace

Afterward on the 4th day of November A.D. 1886 the following Entry was made on the Journal by the Clerk of the Court, to-wit:-

E. W. Porter Administrator &c.
vs.
Emma Gamble, et. al

Entry
5-162

This day this cause came to be heard upon the motion to make Bessie Gamble a party defendant thereto and the Court upon consideration of the same did sustain said motion, and it appearing to the Court that said Bessie Gamble is a minor and on motion A. H. Kollefrath was made Guardian ad litem with leave to answer for Bessie Gamble.

Afterwards on the 5th day of November A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

E. W. Porter Admr. &c.
vs.
Emma Gamble et. al

Entry
5-162

L. Piper an Attorney of this Court is appointed Guardian ad litem for George W. Gamble and Anna Gamble and thereupon said L. Piper accepts said appointment

Afterward on the 5th day of November A.D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:-

Edward W. Porter Admr. of
Robert Gamble dec'd, Plff.
vs.
Emma Gamble et. al. Defts.

Answer
5-162

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

The said L. Piper Guardian ad litem for George W. Gamble and Anna Gamble for Answer to the petition of said plaintiff as such administrator says that while he can not deny the the right of the said administrator to sell said land to pay the debts and liabilities of said estate and the lien for dower and taxes on said land, yet I do not admit said right and submit the question to the Court for its determination.

L. Piper Guardian ad litem for
Geo. W. and Carrie Gamble

Afterward on the 5th day of Nov. A.D. 1886, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit

Entry

Edward W. Porter Admr. &c. Plaintiff
Against
Emma Gamble et-al. Defendants

This day this cause came on to be heard upon the petition of the plaintiff praying for the sale of the real estate described therein and the Court being fully advised in the premises is satisfied and finds that it is necessary to sell the real estate of the deceased, described in plaintiffs petition, to pay the debts and liabilities of said estate.

It is therefore ordered that said administrator proceed to appraise advertise and sell said real estate, for the purpose aforesaid. And the Court appoint Berry Hannawalt & Jy Severn and W. L. Howey, three judicious and disinterested freeholders of the vicinity, to appraise said lands at their true value in money and it is further ordered that said appraisers appraise said two tracts of 41¼ acres each, separately as distinct tracts, and also appraise them together as one tract. It is further ordered that said administrator shall sell said two tracts of land separately, or together as one tract, as in the opinion of said Administrator will be to the best advantage of the estate. And said sale shall be in the following terms, to-wit: one third cash in hand, one third in one year and one third in two years with interest secured by mortgage on the premises. It is further ordered and adjudged, that for the purpose of said sale (to pay the debts and liabilities of said estate) that the said deed of Emma Gamble and the said deed of Anna Gamble be set aside and held for naught.

All questions as to the distribution of the proceeds of said sale and all other questions not herein determined are continued.

Afterwards on the 26th day of November A.D. 1886, the following Order of Appraisal and Sale was issued by the Clerk of said Court, to-wit:-

Order of Appraisal and Sale

5-162

Proceedings to Sell Real Estate
Order of Appraisal and Sale.

In the matter of the Estate of Robert Gamble deceased in the Court of Common Pleas Union County, Ohio. The State of Ohio Union County ss To Edward W. Porter Administrator of the Estate of Robert Gamble Sr. dec'd Greetings:- Whereas, Heretofore, To-wit: on the — day of — A.D. 1886, in a cause then and now pending in said Court, on Petition for the Sale of Real Estate, wherein you as Administrator of the estate of Robert Gamble Sr. deceased, is petitioner and Emma Gamble and others are defendants, an order was made by said Court requiring:- that within actual view of the premises, after being first duly sworn- Berry Hannawalt, W. L. Howey and J. Jy. Severn three judicious disinterested men of the vicinity who are free holders, appraise at its true value in money the following described Real Estate, viz:- Situate in the township of Dover, County of Union and State of Ohio and known as part of Robert Gamble Sr. farm, and in Survey No 4065 and described as follows; beginning at a stone with brick under it in the north line of Robert Gamble Jr. and South west corner to a 12 acre tract. thence N. 10 W. 108.19 poles to a stone and brick under it, the center of the County Line Gravel Road, thence with the center of said gravel road S. 81 W. 63.80 poles, thence S. 10

E 108.65 poles to a stake and stone in the North West corner of Robert Hamble Jr. land. Thence with said Hambles land North line N. 81 E. 60.75 poles to the beginning containing 41 ¼ acres. At being the same land deeded by Robert Hamble Sr. to Emma M. Hamble on the 23rd day of January 1884 recorded in Vol. 57 page 76 Union County Record of Deeds. Also one other tract of land situate in the Township of Dover County of Union and State of Ohio and in Survey No. 4065 and described as follows: Beginning at a stone with a brick under it in the center of the Howry and Hamble gravel road. Thence with center of said road N. 7 W. 83.08 poles to the center of County line grave road. Thence with the center of the County line grave road S. 81 W. 79 poles to a stone with a brick under it, Thence S. 10 E. 83.32 poles to a stone and brick under it, thence N. 81 E 77.20 poles to the beginning containing 41¼ acres. At being the same land deeded by Robert Hamble Sr. to Anna Hamble on the 23rd day of January 1884, recorded in Vol. 57 page 77 Union County Record of Deeds the same to be appraised free from any rights of dower or life estate therein and that after the same are so appraised as aforesaid, said premises be by you sold at Public sale for not less than two thirds of their appraised value, free of any dower rights or life interest therein, and upon the following terms, to-wit: one third cash; one third in one year; and one third in two years with interest. Deferred payments to be on interest from day of sale, and to be secured by mortgage on the premises sold. Said sale to be made at the north door of the Court House in the town of Marysville Ohio in said County of Union, on January 4th 1887, after notice of the time and place thereof, to be given by advertising the same at least four weeks successively, in some newspaper printed in the County where said lands are situate. You are therefore Hereby Commanded, without unnecessary delay, to cause to be appraised and to (advertise and) sell said premises according to law, and the order of the Court; and that you return this order with your proceedings under the same duly enclosed herein, forth with upon compliance with the terms thereof.

Witness my hand and the Seal of said Court at Marysville, Ohio, this 26th day of November A.D. 1886.

{Seal}

J. Q. Burgner, Clerk.

The State of Ohio }
Union County, ss. } On the 29th day of Nov. 1886, before me personally appeared Berry Hammawalt, M. L. Howry and J. Y. Severe within named and made oath that they would, upon actual view honestly and impartially appraise at its true value in money, the within described Real Estate as the estate of Robert Hamble deceased, in pursuance of the within order of the Court of Common Pleas, Union County Ohio

Berry Hammawalt
Jas. Y. Severe
M. L. Howry.

Sworn to before me and subscribed in my presence this 29th day of November 1886.

E. W. Porter Notary Public {Seal}
Union County Ohio

Report of Sale ~~~ Public Sale.

Received this order on the 26th day of November 1886, and according to the command thereof & on the 24" day of January 1887 sold the real estate therein described (the same having been before that appraised as required by law and the order of the Court) at public vendue to Frank Bluggage, & sold to him both tracts as one - it being to the best advantage of said estate to so sell both tracts together as one for the sum of $36.00 per acre to-wit: for Twenty-Nine Hundred and Seventy Dollars said sale being to the highest bidder, and said sum being not less than two thirds the appraised value of said real estate. And before said sale I caused notice to be given by advertising the same four weeks successively in the Marysville Tribune a newspaper printed in said County of Union where said lands are situate (a copy of which advertisement with proof of publication thereof is herewith returned, marked "A" and made part of this report) that I would on the 4th day of January A.D. 1887, at one o'clock P.M. offer said lands for sale, at public sale, at the north door of the Court-House as aforesaid the place in said order named, and I then and there so offered said lands and sold the same as above stated on Jany 4th 1887.

Edward W. Porter Administrator of
Estate of Robert Gamble dec'd

Afterward on the 4th day of January A.D. 1887, the following Proof of Publication was filed with the Clerk of said Court to-wit:-

Administrator's Sale of Real Estate

Edward W Porter, Administrator of the estate of
Robert Gamble, deceased, Plaintiff
against
Emma Gamble, et al. Defendants

5-162

Proof of Publication

On Tuesday the fourth day of January 1887, at one o'clock in the afternoon at the north door of the Court-House, in the Town of Marysville Union County, Ohio, will be sold to the highest bidder, the following real estate as the property of Robert Gamble, deceased to-wit:- Situate in the Township of Dover, County of Union and State of Ohio, and known as part of the Robert Gamble Sr. farm and in Survey No. 4065 and described as follows, viz: Beginning at a stone with brick under it, in the north line of Robert Gamble jr. and south west corner to a twelve acre tract; thence north 10 W. 108.19 poles to a stone and brick under it, the center of the County Line Gravel Road; thence with the center of said gravel road south 81 W. 63.80 poles; thence S. 10 E 108.65 poles to a stake and stone in the north west corner of Robert Gamble jr. land; thence with said Gambles land thence with said Gamble's land north line N. 81. E. 60.75 poles to the beginning containing 41¼ acres. At being the same land deeded by Robert Gamble Sen to Emma M. Gamble on the 23rd day of January 1884, Recorded in Vol 57 page 76 Union County Record of Deeds.

Also, one other tract of land situate in the Township of Dover, County of Union and State of Ohio, and in Survey No. 4065 and described as follows Beginning at a stone with a brick under it, in the center of the Howey and Gamble Gravel Road; thence with the center of said road N. 7 W. 83.08 poles to the center of the County Line Gravel Road, thence with the center of said County Line gravel road S. 81 West 79 poles to a stone with a brick under it, thence S 10 E. 83.32 poles to a stone and brick

under it; thence west 81 & 77.20 poles to the beginning containing 41¼ acres. Al-being the same land deeded by Robert Gamble Sen. to Anna Gamble on the 23rd day of January 1884, Recorded in Vol 57 page 77 Union County Record of Deeds.

Said real estate will be sold free from dower or other incumbrance.

Appraised as follows: First tract above described at $52.00 per acre: Second tract above described at $54.00 per acre. Both tracts as one, at $54.00 per acre.

Each tract will be sold separately, or both tracts together as one, as will be to the best interest of the estate. Terms, one third cash, one third in one year and one third in two years, with interest secured by mortgage on the premises.

E. W. Porter, Administrator of the estate of Robert Gamble dec'd

Dec. 1st 1886.-4w.

The State of Ohio, Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for 4 consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with December 1st 1886.

W. O. Shearer

Sworn to and subscribed before me this 5th day of Jany 1887.

[Seal] J. L. Burgner Clerk.

Afterwards on the 5th day of January A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to wit:-

Entry

5-162

Edward W. Porter Admr. of the estate of Robert Gamble deceased, Plaintiff
vs.
Emma Gamble et. al. Defendants

Court of Common Pleas
Union County, Ohio.

In pursuance of an order of sale made at the October Term 1886, of said Court said Administrator gave notice of sale in due form of law, and at the time and place mentioned in said notice for sale to-wit:- at the north door of the Court House in the Village of Marysville, in said County and state, on the 4th day of January 1887, offered said property at public vendue and Frank Guggage having bid therefor the sum of $56.00 per acre to-wit: for Twenty-nine Hundred and Seventy Dollars ($2970.00) and he being the highest and best bidder therefor and the same being two-thirds of the appraised value thereof said administrator struck off and sold the same to him for that sum. And this cause coming on further to be heard upon said report of said Administrator and the Court being fully advised in the premises is satisfied that said sale has in all respects been made in conformity to the provisions of the statute in said cases made and provided and finds the same to be legal and does therefore approve and confirm the same. And it is further ordered that said Administrator make to said purchaser Frank Guggage a good and sufficient deed in fee simple for the lands and tenements so sold. And a writ of possession is awarded to put said purchaser in possession of said premises and the Court orders a partial distribution of the proceeds of said sale:

First: To discharge the costs and expenses of the sale and the fee estimate and charges of said Administrator thereon for his

Administration of the same.
Second:- Said Administrator shall pay all taxes and penalties and any interest that may be due thereon, now standing against such lands. And as to all questions arising on distribution and as to questions not herein determined this cause is continued.

Afterwards on the 24th day of February A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Edward W. Pooley Administrator of the Estate of Robert Gamble, deceased, Plaintiff

vs.

Emma Gamble et. al. Defendants

Entry

5-162

This day A. H. Kollefrath as guardian ad litem of Bessie Gamble (an infant who was made a party defendant upon motion) by the leave and consent of the Court withdraws his answer filed by him herein on behalf of said infant. and said Bessie Gamble is dismissed as a party from said case. And thereupon all questions in said cause being determined, except the further distribution of the proceeds of the sale of said real estate, the Court now order that said administrator after making distribution as ordered at the last term of this Court proceed to distribute as follows.
Third. The costs adjudged against said Carrie Gamble, and said Emma, George and Annie Gamble in the dower case of Carrie Gamble against Emma Gamble and others in case No. 4875.
Fourth. To the payment of the dower of Carrie Gamble, to-wit $728.96 as reported by Thomas B. Fulton as Master Commissioner and to be paid as follows as against Emma Gamble $224.07 as against Annie Gamble $224.07, and as against George Gamble $280.82 and this shall be in full of all her claims and interest in and against said estate.
Fifth. To every person who shall have performed manual labor in the service of the deceased during his life time and within twelve months preceding the death of said deceased and not exceeding to each person more than $150.00 Sixth Debts due to all other persons.
Seventh: The balance of the proceeds of said sale is to be distributed between Emma, Annie and George Gamble according to the amounts and values of their respective tracts of lands and the amount of money received from the sales of each tract by the administrator and in such proportions as will be equitable.

Attest- John D. Burgner Clerk
By A. R. Burgner Deputy

Petition

4969

Waiver of Summons

Pleas before the Hon. John A. Price Judge of the Court of Common Pleas begun and held at the Court-House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio on the 24th day of May in the year of our Lord one thousand eight-hundred and eighty-six. Heretofore, to-wit: on the 13th day of November A.D. 1885 the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

William H. Crary, as Treasurer of Union County, Ohio, Plaintiff
vs.
William Turpie and Mary A. Turpie his wife and William A. Ballinger, Defendants

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

4969

The plaintiff says: that he is the duly elected and qualified County Treasurer of Union County, Ohio: that said defendant-William Turpie is indebted to said plaintiff as Treasurer as aforesaid in the sum of Two Hundred and Forty nine and 12/100 Dollars for taxes and penalties due on the real estate hereinafter described, that said taxes and penalties above stated stand charged on the duplicate against said premises (the taxes amounting to $216 63 and the penalties amounting to $32.49) and the same are unpaid.

Said taxes and penalties are a lien on the following described premises, "Situate in the Village of Marysville County of Union and State of Ohio, Being all of the Lot No. 112 and part of the Lots Nos 1, 12 and 13 in said Village and bounded and described as follows: Beginning at the north-west corner of Lot No 13; thence E. with the south line of said Lot-8 poles to the South East corner thereof; thence S. 4 poles to the fence of the old cemetery grounds, thence W. with said fence to a corner thereof; thence North-Westerly with the fence of said cemetery grounds 14 poles to the north line of said Lot No. 1, thence W. with said line to the place of beginning" the said defendant-Mary A. Turpie is the wife of said William Turpie. the said defendant-Wm A Ballinger claims a lien on said premises. there are taxes levied on said real estate, in addition to the foregoing, which are a lien thereon in the sum of $65 36/100, of which $32 68/100 will be due december 20th 1885 and $32. 68/100 due June 20th 1886.

Plaintiff, in his official capacity as aforesaid asks judgment against said defendant-William Turpie for said sum of Two Hundred and Forty-nine and 12/100 Dollars and for an order of sale of said premises to satisfy said judgment, for the distribution of the proceeds thereof and for all other and proper relief in the premises

Brodrick & Mc. Campbell Attorneys for Plaintiff

The State of Ohio
County of Union, ss. } William H. Crary, the 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 13th day of November A.D. 1885.

J. Q. Burgner Clerk.

Waiver of Summons

I hereby waive the issuing and service of summons and enter my appearance herein this 13th day of November A.D. 1885.

Wm A. Ballinger By Brodrick & Mc. Campbell his Attys.

Praecipe

Clerk:-

Issue summons with two copies of petition to Sheriff of White County Indiana directing him to serve the same upon the defendants William Turpie and Mary F. Turpie by delivering to each a copy of the Summons and a copy of the petition and verify his return by affidavit and make return thereof according to law (Indorse fee deposited with Clerk)

Brodrick + Dr: Campbell

On the 13th day of November A.D. 1885. the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Summons

4969

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

We command you to notify William Turpie and Mary F. Turpie that they et.al. have been sued by William H. Crary as County Treasurer of Union County Ohio, in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of December A.D. 1885, the petition of said plaintiff Wm H. Crary as Co. Treas. of Union Co. Ohio against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 23rd day of November A.D. 1885. Witness my hand and the seal of said Court, this 13th day of November A.D. 1885,

Seal

John R. Brugner, Clerk.

Said Writ returned and filed Nov. 25th A.D. 1885 endorsed as follows, to-wit:-

The State of Indiana } Sheriffs Return.
White County, ss. } Received this Writ and pursuant to its command on the 19th day of November A.D. 1885, I served the same by reading the same to each of the within named defendants and by leaving a certified copy for each of them at their last and usual place of residence in my bailiwick.

Sheriffs Fees:- Service 70, Mileage 3.20, 2 Cops. 50 Return + Doc. 20, Total $4.60. Clerks=$4.85

Joseph W. Stewart S.W. Co. By J. L. Bennett Deputy

Subscribed and Sworn to before me by J. L. Bennett Deputy Sheriff of White County Indiana this 24th day of Nov. 1885.

Sam. P. Brugger, Clerk.
By J Broadley Deputy

Demurrer

4969

Afterwards on the 12th day of Dec A.D. 1885, the following Demurrer was filed with the Clerk of said Court, to-wit:-

Wm H. Crary Treas. etc. Plff
vs.
Wm Turpie and others Defts

Court of Common Pleas, Union County, Ohio.

Demurrer

The defendants say they demur to the petition of the plaintiff herein and assigns as grounds for this their demurrer that the petition does not state facts sufficient to constitute a cause of action

Robinsons + Piper Attys for Defendants

Entry

4969

Afterwards on the 21st day of December A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Wm H. Crary Treas. etc. Plff
vs.
Wm Turpie et.al. Defts

This day this cause came on to be heard upon the demurrer of defendants Turpie and plaintiffs petition and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do overrule said demurrer to which ruling the said defendant Wm Turpie excepts. Thereupon

Answer

4969

Wm Tur

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said defendant asked and obtained leave to answer by February 1st 1886.

Answered
4969

Afterwards on the 12th day of March A.D. 1886 the following Answer was filed with the Clerk of said Court, to wit:-

W. H. Geary Treas &c.
vs.
Wm Tuffie et. al.
} Court of Common Pleas Union County Ohio

Answer

The defendants for answer to the plaintiffs petition say that the property described in the plaintiffs petition was the Marysville Woolen Factory so called and had but little value except as a factory the real estate being but of little value and the building thereon of but little value except for the use they were constructed - that the valuation on said property was made several years ago while the machinery was in said buildings and while the buildings were in repair as a factory and was placed on duplicate for taxation at $4680: that afterwards nearly all of the machinery was sold and taken out of the building and moved away except the steam engine and boiler which furnished the power and while in that condition to-wit on Jany 28th 1884 application was made to the Commissioners of said County for a reduction of the appraisement for taxation purposes on account of the removal of said machinery &c. and the said Board of County Commissioners on the 28th of Jany 1884 reduced the valuation thereon to $2010- and the same has been assessed for taxation at that valuation ever since. that said buildings and said engine and boiler have not been used during any part of said time and by reason of non use and by reason of neglect and by reason of trespasses upon the same it has been so damaged and abused as that it is not worth over fifteen hundred dollars in market value - that the real estate in said village and county is appraised for taxation purposes and is taxed on about the one half of its market value and if said factory property was reduced to the same rule of valuation it would be placed on duplicate for the purpose of taxation at not over $800. and the amount of taxes for which the County has a just and equitable claim against said property is not exceeding $\frac{800}{1000}$ parts of the said sum claimed in said petition - that on this 12th of March 1886, the said Wm Tuffie by his counsel filed an application with the Board of County Commissioners of said County for an abatement of the said taxes and a reduction of said valuation for the purposes of taxation for the reasons foregoing which application the defendant aforesaid hopes may be heard and decided on Monday the 15th of March inst. Therefore the defendant asks for delay of the hearing of this cause for the decision of said application and that on final hearing of this cause the Court render decree for only the amount of taxes justly due thereon upon a just and equitable valuation of the same.

Robinson & Piper Attys for Defts

The State of Ohio
Union County, ss.
} J. W. Robinson being duly sworn says he is one of the Attys for Wm Tuffie in the above cause and that said Jas & Wm Tuffie are both non residents of said County and he believes the allegations of the foregoing answer are true.

J. W. Robinson

Sworn to before me and signed in my presence this 12th of March 1886.
Seal
J. L. Burgner, Clerk.

On the 12th day of March A.D. 1886, the following Demurrer was filed with the Clerk of said Court, to-wit:-

William H. Crary as Treasurer of Union County, Ohio - Plaintiff
vs.
William Turpie, Mary F. Turpie and Wm A. Ballinger, Defendants

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

Demurrer

4967

And now comes the said plaintiff and demurs to the answer of said defendant William Turpie herein filed and for ground thereof says: that said answer does not state facts sufficient to constitute a defense to the petition of said plaintiff

Brodrick & Wm Campbell Attys for Plaintiff

Afterwards on the 24th day of March A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

William H. Crary Treas. &c.
vs.
William Turpie et. al.

Entry

4967

This day this cause came on to be heard upon the demurrer of the plaintiff to the answer of the defendant William Turpie herein filed and the same was argued by counsel and submitted to the Court, on consideration whereof the Court do sustain said demurrer, and the said defendant William Turpie not desiring to further plead herein and the other defendants being in default for demurrer and answer to said petition the Court find that there is due from said defendant William Turpie to said plaintiff as treasurer of Union County Ohio the sum of Two Hundred and two and 92/100 Dollars with six per cent interest thereon from February 22nd 1886. It is therefore considered and adjudged by the Court that said plaintiff William H. Crary as Treasurer of Union County Ohio recover from said defendant William Turpie said sum of Two hundred and two and 92/100 Dollars with six per cent interest thereon from February 22nd 1886, and execution is awarded therefor. The Court further find that said sum so found due as aforesaid is a valid lien under the laws for the collection of taxes in this state on the lands described in plaintiff's petition. It is therefore decreed and ordered by the Court that unless said defendant William Turpie shall within three days from the entry of this decree pay to said plaintiff as Treasurer as aforesaid said sum of Two hundred and two and 92/100 dollars with six per cent interest thereon from February 22nd 1886 and to the Clerk of this Court the costs herein taxed to $ then an order shall issue to the Sheriff of said County commanding him to appraise, advertise and sell said premises as upon execution and bring the proceeds into Court for distribution. Thereupon the said defendant William Turpie gave notice of an appeal of said cause to the Circuit Court and the Court do fix the amount of the Appeal Bond herein in the sum of one hundred dollars.

On the 17th day of May A.D. 1886, the following order of sale was issued by the Clerk of said Court, to-wit:-

Order of Sale 4969

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Order of Sale
4969

Order of Sale

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

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 24th day of March A.D. 1886 in the cause of Wm H. Crary as County Treasurer of Union Co. Plaintiff and Wm Murphie et al. Defendants said Wm H. Crary Treas &c. obtained a judgment or decree against the said William Murphie et al. for the sum of Two hundred and two and 92/100 Dollars and eighteen and 06/100 Dollars costs of suit. And whereas, it was then and there by said Court ordered adjudged and decreed that the said William Murphie shall within 3 days from the 24th day of March A.D. 1886 pay unto the said Wm H Crary as Co. Treas. of Union County Ohio the said sum of two hundred and two and 92/100 Dollars with interest from the 22nd day of Feb. A.D. 1886 at the rate of 6 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $18.06 and upon default to pay the same that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition &c. and whereas the three days aforesaid have fully expired and the said sum of $202.92 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situate in the Village of Marysville County of Union and State of Ohio, bounded and described as follows: - Being all of In Lot No. 112 and part of the In Lots Nos. 1, 12 & 13 in said village and bounded and described as follows: Beginning at the N. W. corner of Lot No 13, thence east with the south line of said Lot 8 poles to the South East corner thereof; thence S 4 poles to the fence of the old cemetery grounds, thence W. with said fence to a corner thereof thence North westerly with the fence of said Cemetery grounds 14 poles to the north line of said lot No 1, thence west with said line to the place of beginning. We therefore Command You, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof and that you expose to sale the above described real estate, under the Statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein and that you make report of your proceeding herein, to our Court of Common Pleas, within sixty days from the date hereof and bring this order with you.

Seal

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, Ohio, this 17th day of May A.D. 1886.

J. D. Burgner Clerk

Sheriff's Return.

The State of Ohio }
Union County, ss } In obedience to the command of the Order of Sale hereto annexed I did on the 17th day of May 1886, summon Wm H. Robb, D. Webb and J. T. Moore, three

disinterested free-holders, residents of said County, who were by me duly
sworn to view and appraise the lands and tenements therein described
and afterward, on the 17th day of May A.D. 1886, said appraisers returned
to me, under their hands and seals, that they did, upon actual view
of the premises, estimate and appraise the real value in money of the
same at Eleven 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 19th day of May 1886, I caused to be advertised
in the Marysville Tribune (a newspaper printed and published and of
general circulation in Union County) said lands and tenements to
be sold at public sale, at the door of the Court-House of said County on the
19th day of June A.D. 1886, at 1½ o'clock P.M. of said day. And having ad-
vertised the said lands and tenements for more than thirty days
previous to the day of sale to-wit: five consecutive weeks; and in pursuance
to said notice, I did on said 19th day of June A.D. 1886, at the time and
place above mentioned, proceed to offer said lands and tenements at
public sale, and then and there came James W. Robinson who bid for
the same the sum of Seven Hundred and Thirty-four 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
$734.00 sum of Seven hundred and thirty-four dollars. ——— Fees: Service 3.0
Summoning and Swearing Appraisers 1.20, Writing Appraisal 30, Copy of
Appraisal 30 Notice to Printer .30, Mileage 16, Poundage 11.01 Total 13.67
Appraisers Fees 3,00. Printers Fees 13.00 M. Hopkins, Sheriff

Afterward on the 17th of July A.D. 1886, the following proof of
publication was filed with the Clerk of said Court:

Proof of Publication

William H. Crary Treas. &c.
vs.
William Purdie, et-al.

Sheriffs Sale
Court of Common Pleas, Union County, Ohio.
Order of Sale

4969

By virtue of the above stated writ to me directed from
the Court of Common Pleas of Union County Ohio, I will offer at public sale
at the north door of the Court-House in Marysville, Ohio on Saturday June 19th
1886, at or about the hour of one o'clock P.M. on said day, the following described
real estate, to-wit:- Situate in the village of Marysville, County of Union and
State of Ohio, and bounded and described as follows:- Being all of in lot-Nos 112
and part of in lots Nos 1. 12. 13 in said village and bounded and described as
follows: Beginning at the N. west-corner of lot-No 13, thence east with the
south line of said lot-eight-poles to the South east-corner thereof; thence
South four poles to the fence of the old cemetery grounds; thence west
with said fence to a corner thereof, thence north westerly with the fence
of said cemetery grounds fourteen poles to the north line of said lot-No. 1
thence west-with said line to the place of beginning. Appraised at-$1100-
Marion Hopkins Sheriff of Union County.
Brodrick & Mc Campbell Attys.

May 19th 1886-520-pf. $13.00
The State of Ohio
Union County, S.S. } the undersigned, being duly sworn says that a copy
of the annexed notice was published for five consecutive weeks in the

Answer

4969

Entry

4969

"Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with May 19th 1886. W. O. Shearer

Sworn to and subscribed before me, this 17th day of July 1886.

Seal

J. Q. Burgner, Clerk.

Answer

4969

On the 25th day of June A.D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:-

Wm H Leary Trust &c. Plff.
vs.
Wm Tinkie et al. Defts.

In Union Common Pleas, Union County Ohio

Answer of Wm A Ballinger

Now comes the defendant Wm A. Ballinger and for answer to plaintiffs petition says that on the 5th day of November 1885, by the consideration of the Court of Common Pleas in and for the County of Union at its October Term 1885 he recovered a judgment against the defendants William and James Tinkie for $ 73.50 his debt, and by virtue of an attachment issued out of said Court, and levied on the premises described in plaintiffs petition, to-wit:- January 17th 1885, said judgment became a lien on said premises from said 17th January 1885 and that said judgment is still in full force and wholly due and unpaid and is and has been a subsisting lien on said premises from the date of the levy aforesaid.

Brodrick & Wm Campbell Attys for Wm A. Ballinger

The State of Ohio
Union County, ss. John M. Brodrick being sworn says that he is the duly authorized attorney for said Wm A. Ballinger plaintiff, that the facts stated in the foregoing answer and cross petition are within the personal knowledge of affiant and that the facts stated and allegations made in his foregoing answer are as he believes true.

John M. Brodrick

Subscribed and sworn to before me this 25th day of June A.D. 1886.

Seal

J. Q. Burgner Clerk.

Entry

4969

Afterwards on the 19th day of July A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Wm H. Leary Trust &c.
vs.
Wm Tinkie et al.

This day came the plaintiff and defendants and upon producing the return of the Sheriff of the sale by him made the Court find said sale and proceedings correct and according to law and on motion of the plaintiff the Court therefore approve and confirm the same and the Sheriff is ordered by deed duly executed to convey said premises to the purchaser James M. Robinson, the Court coming now to the distribution of the proceeds of said sale amounting to $. do order that the sheriff out of the money in his hands pay 1st the costs of this action taxed to $. 2nd to the plaintiff the amount of the tax lien heretofore found due together with the accrued taxes that may now be a lien on said premises. 3rd to Wm A. Ballinger $ 115.60 being judgt int and costs of his attachment claim on said premises, and the questions as to balance of said purchase money are reserved for further orders of this Court.

Attest:- John Q. Burgner Clerk
By A. R. Burgner Deputy

Pleas before His Honor John A. Price Judge of a Court of Common Pleas
begun and held at the Court-House in the town of Marysville within and
for the County of Union of the Third Sub-Division of the Tenth Judicial District
of the State of Ohio, on the 8th day of September in the year of our Lord
one thousand eight hundred and eighty-four. Heretofore, to-wit:-
on the 25th day of August A.D. 1883 the following Petition was filed with the
Clerk of said Court, to-wit:-

Petition

P. C. Adams, Plaintiff

Against

Sarah McKinney, Mary Jane Pope
Daniel Pope, Elizabeth Fox, George Fox
Minerva Sanderson, William N. Sanderson
Ella Argo, George Argo and the
Union County Bank, Defendants

Court of Common Pleas
Union County, O.

Petition

4336

The plaintiff says: that he has a
legal right to and is seized in fee simple as son and one of the
heirs at-law of Charles Adams deceased of the undivided tenth part
of the following premises situate in the County of Union and State
of Ohio and bounded and described as follows: Beginning at a stone
at the S. E. corner of Wm N. Fultons home farm and N. E. of the Adams
farm of which the land herein described is part, thence with said
Fultons South line and with the County road N. 80 3/4° W. 92 7/10 poles
to a stone in said Fellows line; thence S. 8 1/2° W. 95 47/100 poles to one Elm
on the banks of Bokes Creek: thence down the creek with the center thereof the
following course and distance along the creek S 23 1/4° E 15 6/10 poles S. 66° E
24 77/100 poles S. 80° E 23 6/10 poles N. 75 1/2° E 10 92/100 poles to a stake witness an Elm
N. 12° E. 4 poles from the center of the Creek S. 8 1/2° W. 69 36/100 poles to a stone in
a road: thence with said road S. 80 1/2° E. 26 56/100 poles to a stake and stone
at the S. E. corner of Survey No. 3470 and in the West-line of Survey No
3690; thence with said line N. 8 1/2° E 59 1/2 poles to a stone white oak and
beech, thence S. 82° E. 87 1/2 poles to a stone in the east-line of the land known
as the Keller land: thence with said line N. 8 1/2° E. 75 7/10 poles to the center
of Bokes Creek: thence wth the center of said creek to the N. W. corner of said
Keller tract and in the line of said Survey No. 3470, thence with said
line N. 8 1/2° E 54 poles to the beginning. Containing One Hundred and
thirteen acres of land. 78 12/160 acres in Survey No 3470 and 34 148/160 acres in Survey
No 3690. The defendants Sarah McKinney a widow: Mary Jane Pope
wife of Daniel Pope, Elizabeth Fox, wife of George Fox, Minerva Sanderson
wife of William N. Sanderson and Ella Argo wife of George H. Argo
are tenants in common with plaintiff in said premises in the
following proportions, to-wit:-
One tenth belongs to Sarah McKinney who is a daughter of said
Charles Adams deceased and now a widow and who resides
in Marion County in the State of Iowa.
One tenth to Mary Jane Pope a daughter of said Charles Adams
and who resides with her husband in Marion County in the State of Iowa
One tenth to Elizabeth Fox a daughter of said Charles Adams and
who resides with her husband in Union County, Ohio.
One tenth to Minerva Sanderson who is a daughter of said Charles Adams

Praecipe

Summons

4306

and who resides with her husband in Union County Ohio.
One half to Ella Argo who is a grand daughter of said Charles Adams and who resides with her husband in Union County Ohio.
The Union County Bank, a copartnership doing business in the State of Ohio and not incorporated, has or claimes to have some lien upon said premises but plaintiff is not advised of the nature or extent thereof.

Plaintiff asks that said Union County Bank be required to answer and set up whatever claim they may have or claime to have upon said premises. Plaintiff desiring to have his interest in said premises set off to him in severalty prays that partition may be made thereof, or if that can not be done without manifest injury that such proceedings may be had as are authorized by law. T. B. Fulton. — A. H. Carpenter
Attys for Plaintiff.

The State of Ohio
Union County ss. } P. C. Adams the above named plaintiff being sworn says that the facts stated and allegations contained in his foregoing petition are true as he verily believes. P. C. Adams.

Sworn to by P. C. Adams before me and signed by him in my presence this 25th day of August A. D. 1883.
J. Q. Burgner Clerk.

Praecipe

To Clerk:-
Issue summons to Sheriff of Union County returnable according to law for Elizabeth Fox - George Fox - Minerva Sanderson - William N. Sanderson - Ella Argo - Geo. H. Argo and the Union County Bank. Indorse "Action for Partition. T. B. F. + A. H. C.
Attys for Plff.

On the 3rd day of August A. D. 1883, a Summon was issued by the Clerk of said Court which reads as follows, to-wit:-

Summons

4306

The State of Ohio
Union County } To the Sheriff of the County of Union Greeting:
We command you to notify Elizabeth Fox, George Fox Minerva Sanderson, William N. Sanderson, Ella Argo and George H. Argo and the Union County Bank that they have been sued by P. C. Adams in the Court of Common Pleas of Union County, and that unless they answer by the 22nd day of September A. D. 1883, the petition of said P. C. Adams against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly.
You will make due return of this summons on the 3rd day of September A. D. 1883. Witness my hand and the seal of said Court this 25th day of August A. D. 1883.
J. Q. Burgner Clerk.

Seal

Endorsed:- An action for Partition. Carpenter Plaintiffs Attorney
Said writ returned and filed Aug. 30th 1883, endorsed as follows, to wit:-

Sheriffs Return.

The State of Ohio
Union County, ss. } Received this Writ August 25th A. D. 1883 at 4 o'clock P. M. and pursuant to its command, on the 28th day of August A. D. 1883, I served the same by delivering a true copy of this writ with endorsements thereon to each of the within named defendants. Fees:- Service 1.20, Mileage 3.80, Copy 1.40 - Total $6.40
John Hobensack Sheriff
Union Co. Ohio

Afterwards on the 13th day of September A.D. 1883, the following Waiver of Summons was filed with the Clerk of said Court, to-wit:-

Waiver of Summons 4336

P. C. Adams Plaintiff
vs.
Sarah Mc.n Kinney et.al. Defendants
} Court of Common Pleas Union County Ohio
Action for Partition

We the undersigned defendants herein hereby waive the issuing and service of summons for us and severally enter our appearance herein. August 25th 1883. Daniel Pope.
Mary J. Pope
Sarah Mc.n Kinney x her mark

Afterwards on the 25th day of September A.D. 1883, the following Answer and Cross petition was filed with the Clerk of said Court, to-wit:-

Answer 4306

P. C. Adams Plaintiff
vs.
Sarah Mc.n Kinney et.al. Defendants
} Court of Common Pleas, Union County O

Answer and Cross Petition of Union County Bank.

The defendant, the Union County Bank for its separate Answer says; that it is a co-partnership, composed of the following named persons, to-wit T. P. Gratty, A. J. Blake - - - - - - - - - - - - doing business in the State of Ohio, under the firm name of Union County Bank and is not incorporated.

The defendants Ella Argo and George H. Argo her husband on the 30th day of April 1883, conveyed by mortgage to said defendant, the Union County Bank the following described lands, being a part of the lands described in plaintiffs petition, to-wit:- Beginning at a stake in the center of a County road, thence S 80¼° E 47 27/100 poles to a stone, thence S. 9° W. 5.4 7/100 poles to the center of Bokes Creek thence up the creek with the meanderings thereof S. 72½° W. 14 poles S 3¼° E 8 32/100 poles S. 35° E 21 7/100 poles S. 68½° W. 24 24/100 poles S 53¼° W. 8 poles S. 32½° W. 8 poles, S 32½° W. 8 poles S. 64° W. 9 poles S. 62¼ W. 13 30/100 W. 73¼° W 9 47/100 poles, to a stake witness a stake on the bank of the Creek, from which a buckeye is near S 45-¼° E 24 links, thence W. 9½° E 19 poles to the place of beginning, containing 32 acres of land. Also the following: Beginning at a beech South west-corner of a 14½ acre tract of land, part of the West half of 113 acres, thence W. 9° E. 5.3 7/100 poles, to the center of Bokes Creek; thence down the creek with the meanderings thereof W. 54½° E. 9 poles S. 60¼° E 16 poles W. 46½° E 25-20/100 poles; thence S. 9° W. 80 poles to a stake thereon; 81½° W. 37 25/100 poles to a beech the place of beginning containing 14½ acres. Said mortgage was given to secure the payment of their promissory note of which the following is a copy with all indorsements

" Marysville O. April 30th 1883
" Three months after date, we or either of us promise to pay to the order of "
" Union County Bank, for value received, Two Hundred Seventy-Six and 68/100 "
" Dollars with 8% interest payable annually. G. H. Argo {Seal} "
" (Secured by mortgage) Ella Argo {Seal} "

The said mortgage was on the 2nd day of May 1883, at four and 3/4 o'clock P.M. duly left for record with the Recorder of said County of Union and was duly recorded in Book 20 page 236 of his Records and became and still is a valid and subsisting and first lien on said premises upon which there is due to said defendant, the Union County Bank the Sum of Two Hundred and Seventy-six and 68/100 Dollars, with interest at 8% per annum payable annually from April 30th 1883, At the time

4336

Answer of Ella Argo

of the execution and delivery of said note and mortgage, by said Ella Argo and George H. Argo her husband the said Ella Argo was seized in fee simple of the lands herein described. The said defendant the Union County Bank therefore prays that its said mortgage be decreed the first lien upon the premises herein described and for judgment against the said defendants, Ella Argo and George H. Argo for the said sum of two hundred and seventy six and 75 Dollars, with interest at 8 % per annum payable annually, from April 30th 1883 and that said premises may be sold, and the proceeds applied to the payment of said judgment; and for such further relief as may be equitable and just.

A. H. Brightlee & E. E. Cole, Attorneys for Union Co. Bank

State of Ohio } ss.
Union Co. } A. H. Brightlee being duly sworn, says he is the Attorney of the Union County Bank, and that the facts alleged in the above pleading are within affiants personal knowledge and that he believes the facts therein stated to be true, And said note and mortgage are in affiants possession.

A. H. Brightlee

Sworn to and subscribed before me this 25th day of September 1883.

J. R. Burgner Clerk.

Afterwards on the 23rd day of January A.D. 1884, the following Answer was filed with the Clerk of said Court, to-wit:-

P. C. Adams Plaintiff
vs.
Sarah Mc. Kinney et al. Defendants

Court of Common Pleas Union County Ohio
Answer of Ella Argo.

Ella Argo, one of the defendants in the above entitled case now comes and for her Answer to the petition of the plaintiff says:- that she denies that the plaintiff is seized in fee simple as the son of Charles Adams deceased, and one of his heirs at law or in any other way to a one tenth or any other quantity of the lands described in said petition. This defendant denies that the other defendants herein named have or are entitled to any part of said lands in fee simple or are in any way entitled to any quantity of the same.

This defendant denies that the said plaintiff or any of the said defendants are entitled to partition or have any interest whatever in said premises.

2nd. This defendant further answering says, that on the 15th day of April 1878 Charles Adams deeded by deed of General Warranty to the heirs of the body Nancy Ann Rose the lands described in plaintiffs petition, and thereby conveyed the same in fee simple to the heirs of the body of said Nancy Ann Rose who held and enjoyed said lands during her natural life.

That on or about the 15th day of October 1865 the said Nancy Adams who had intermarried with one Jackson R Rose died leaving Nancy Rose and the defendant (Ella Argo) her only surviving children and heirs at law. That this defendant and Nancy Rose upon the death of their said mother, took possession of, occupied and improved said lands: and except as hereinafter stated have continued to so occupy and improve said lands - that on or about the 1st day of April A.D. 1882 for the mutual benefit of the said Nancy Rose and this defendant the said premises were divided by mutual consent and the one half of said lands to-wit: fifty-six and one half acres

(56½) were held and occupied by this defendant and the other one half of said lands were held and occupied by the said Nancy Rowe - that the one half (56½ acres) of said lands so held by this defendants were, bounded and described as follows. -
and being the land upon which the improvements hereinafter recited were made - That after the said amicable arrangement and division was so made as aforesaid this defendant and her husband took possession of the same and made numerous, lasting and valuable improvements on the same, to-wit: - One frame dwelling house of the value of $800.00 one plank stable of the value of $50.00 - planted an orchard of the value of $75.00. By building fences - Gravel road and other tax - made other lasting and valuable improvements of the value of $300.00 That the said Nancy Rowe continued to hold and occupy her portion so held and occupied by her as aforesaid until her death on the 25th day of March A.D. 1883. That on said 25th day of March A.D. 1883, the said Nancy Rowe died intestate and without issue leaving this defendant (Ella Argo) who was her sister, her only heir at law, wherefore this defendant prays that the action of said plaintiff may be held for naught, and for a decree of this Court quieting and removing any and all clouds from this defendants title to the said lands; or if that can not be done that the land so occupied by this defendant and improved by her as aforesaid be set off to her in in severalty and for such other and further relief as equity may demand.

D. W. Ayers Atty for Ella Argo Defendant.

State of Ohio }
Union County ss. } Ella Argo being first duly sworn says that the facts stated and allegations made in her foregoing answer are as she believes true

Ella Argo.

Sworn to before me and signed in my presence by the said Ella Argo this 23rd day of January A.D. 1884.

J. Q. Burgner Clerk

Afterwards on the 15th day of April A.D. 1884 the following amended petition was filed with the Clerk of said Court, to-wit: -

Amended Petition

Philip C. Adams Plaintiff
vs.
Sarah McKinney, Mary Jane Pope and Daniel Pope, Elizabeth Fox and George Fox, Minerva Sanderson and Wm. N. Sanderson Ella Argo and George Argo Amanda Mitchell and Rees Mitchell Lola Adams, George Toby, the Union County Bank and D. W. Ayers, Defendants.

In the Court of Common Pleas Union County Ohio.

Amended Petition.

4306

And now comes the plaintiff and for cause of action herein against the said defendant says; That on the 5th day of April A.D. 1878 Charles Adams in consideration of Five Dollars to him paid by Nancy Ann Rowe during her natural life by a deed of general warranty conveyed to heirs of the body of said Nancy Ann Rowe and their assigns forever the following described real estate situate in the County of Union and State of Ohio and bounded and described as follows: Beginning at a stone at the S. E. corner of Wm. T. Tullows

house farm and N. E. corner of the Adams farm of which the land herein described is part -; thence with said Mellons South line and with the County road N. 80 3/4° W. 92 7/10 poles to a stone in said Mellons line; thence S. 8 1/2 W. 95 44/100 poles to one elm on the banks of Bokes Creek; thence down the creek with the center lines of the following course and distance along the creek S. 23 1/4° E. 15 5/10 poles S. 66° E. 24 7/100 poles S. 80° E. 23 18/100 poles N. 75 1/2° E. 10 92/100 poles to a stake witness an elm N. 12° E. 4 poles from the center of the creek S. 8 1/2° W. 69 36/100 poles to a stake and stone at the S. E. corner of Survey No. 3470, and in the west line of Survey No 3690; thence with said line N. 8 1/2° E. 5 9/10 poles to a stone white oak and beech; thence S. 82° E. 87 1/2 poles to a stone in the east line of the land known as the Keller land; thence with said line N. 8 1/2° E. 75 7/10 poles to the center of Bokes Creek, thence up the center of said creek to the N. W. corner of said Keller tract in the line of said Survey No 3470; thence with said line N. 8 1/2° E. 34 poles to the beginning containing one hundred and thirteen acres of land, 78 12/160 acres in Survey No. 3470 and 34 17/160 in Survey No 3690. a copy of which deed is hereto attached marked exhibit A. and made part hereof. The said plaintiff further says that the heirs of the body of Nancy Ann Rowe at the time of the making of the said deed were defendant Ella Argo and Nancy Rowe and that the said Nancy Ann Rowe had been dead for a long time prior to the making of the said deed. That on the 25th day of March A. D. 1883 the said Nancy Rowe departed this life without having made any assignment or disposition of her interest in the said premises whatever and for that reason the said interest of the said Nancy Rowe reverted to the heirs of the said Charles Adams who is now deceased. That the said Charles Adams left the following persons his only heirs at law:- the plaintiff who is a son, Mary Jane Pope a daughter, Elizabeth Fox a daughter, Sarah McKinney a daughter, Minerva Sanderson a daughter and Amanda Mitchell Lola Adams grand children, being daughters of John Adams deceased who was a son of said Charles Adams that the said John Adams left at his decease three daughters as his only heirs at law the said Amanda Mitchell, the said Lola Adams and Fannie Adams who intermarried with the defendant George Toby but who died prior to the death of said Nancy Rowe leaving no children but the said George Toby her husband who is entitled to curtesy in her interest in premises.

The said plaintiff further says that he is seized in fee simple of one undivided one fourteenth (1/14) part of said premises. That Sarah McKinney aforesaid who is a widow is seized in fee simple of one undivided one fourteenth part. That said Mary Jane Pope who is the wife of said Daniel Pope is seized in fee simple of one undivided one fourteenth part. That said Elizabeth Fox who is the wife of said George Fox is seized in fee simple of one undivided one fourteenth part. That said Minerva Sanderson who is the wife of the said W. N. Sanderson is seized in fee simple of one undivided one fourteenth part. That said Amanda Mitchell who is the wife of Rees Mitchell and Lola Adams are each seized in fee simple of one undivided one twenty eighth part but subject to the curtesy of said George Toby in one third of each one twenty eighth. That the said Ella Argo is seized in fee simple of one undivided eight fourteenths of said premises, 1/14 in fee and 7/14 for her life. That said Union County Bank and the

said D. W. Ayers each claim some lien on said premises.
The said plaintiff therefore prays that partition be made of said premises setting off to each in severalty his proportion as above specified and if partition cannot be made without manifest injury that said premises may be sold according, that the said Union County Bank and the said D. W. Ayers be required to answer and set out their said liens if any they have, and that the Court may determine against whom the said liens if any are valid and for all other and proper relief in the premises

A. T. Carpenter & W. B. Fulton for Plaintiff

The State of Ohio
Union County ss. } Philip C. Adams being first duly sworn according to law says the facts stated and allegations in his foregoing amended petition are true as he believes.

P. C. Adams.

Sworn to before me and subscribed in my presence by the said Philip C. Adams this 12th day of April A. D. 1884

J. Q. Burgner Clerk.

"Exhibit A"

Know all men by these presents that Charles Adams of Union County Ohio in consideration of Five Dollars to him paid by Nancy Ann Rowe during her natural life time the receipt whereof is hereby acknowledged do hereby grant bargain, sell and convey to the heirs of the body of the said Nancy Ann Rowe and their assigns forever the following real estate: situate in the County of Union and State of Ohio and bounded and described as follows: Beginning at a stone at the South East corner of William T. Fultons home farm and N. E. of the Adams farm of which the land herein described is part; thence with said Fultons South line and with the County road N. 80 3/4° W. 92 7/10 poles to a stone in said Fultons line thence S. 8 1/2° W. 93 7/10 poles to one elm on the banks of Bokes Creek; thence down the Creek with the center thereof the following course and distance along the Creek S. 23 1/4° E. 15 6/10 poles S. 66° E. 24 44/100 S. 80° E 23 6/10 poles N. 75 1/2 E. 10 92/100 poles to a stake witness an elm N. 12° E 4 poles from the center of the Creek S. 8 1/2° W. 69 36/100 poles to a stone in a road; thence with said road S. 80 1/2° E. 26 56/100 poles to a stake and stone at the S. E. corner of Survey No 3470 and in the west line of Survey No. 3690, thence with said line N. 8 1/2° E 59 1/2 poles to a stone white oak and beech; thence S. 82° E. 87 1/2 poles to a stone in the east line of the land known as the Keller land; thence with said line N. 8 1/2° E. 75 7/10 poles to the center of Bokes Creek, thence with the center of said creek to the N. W. corner of said Keller tract and in the line of said Survey No. 3470; thence with said line N. 8 1/2° E 54 poles to the beginning Containing one hundred and thirteen acres of land 78 12/100 acres in Survey No 3470 and 34 148/160 acres in Survey No. 3690 and all the estate, title, and interest of the said Charles Adams either in law or equity of, in and to the said premises, together with all the privileges and appurtances 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 heirs of the said Nancy Ann Rowe and their assigns forever. And the said Charles Adams for himself and for his heirs, executors and administrators does hereby covenant with the said heirs of the said Nancy Ann Rowe and their assigns that he is the true and lawful owner of the said premises

Summons
4306

Demurrer
4306

and has full power to convey the same, 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 whatsoever. In witness whereof the said Charles Adams has hereunto set his hand and seal this 5th day of April in the year of our Lord one thousand eight hundred and seventy eight-
sealed and acknowledged in
presence of us, O. S. Perkins
Russel Reed } Charles his X mark Adams {Seal}

The State of Ohio, County of Union, ss.

Be it remembered that on the 5th day of April in the year of our Lord one thousand eight hundred and seventy-eight before me the subscriber a Notary Public in and for said County, personally came Charles Adams the grantor in the foregoing deed 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 notarial seal on the day and year aforesaid.

O. S. Perkins Notary Public N. C. Ohio {Seal}

Received June 5th 1880. Recorded July 1st 1880, in Vol. 51 page 149 Union Co. O. Records of Deeds.

Afterwards on the 16th day of April A.D. 1884, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons 4306

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

We command you to notify Lola Adams George Roby, Amanda Mitchell and Rees Mitchell that they have been sued by P. C. Adams in the Court of Common Pleas of Union County, and that unless they answer by the 17th day of May A.D. 1884 the petition of said P. C. Adams against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 28th day of April A.D. 1884. Witness my hand and the seal of said Court this 16th day of April A.D. 1884.

J. D. Burgner Clerk. {Seal}

Endorsed: An action for Partition. Defender & Fulton Pfiffs Atty.

Said Writ returned and filed April 29th 1884, endorsed as follows, to-wit:-

The State of Ohio } Sheriff's Return.
Union County, ss. } Received this Writ April 16th 1884 and pursuant to its command, on the 24th day of April A.D. 1884, I served the same by delivering to each of the within named, George Roby, Lola Adams Amanda Mitchell and Rees Mitchell a true copy of this writ with endorsements thereon — Service 75 - mileage 480 Copy 80, Total 5:30.

J. Hohenstock Sheriff Union Co. O.

Afterwards on the 25th day of Sept. A.D. 1884, the following Demurrer was filed with the Clerk of said Court, to-wit:-

Demurrer 4306

P. C. Adams
vs.
Sarah Ann Kinney et al } Court of Common Pleas Union County Ohio

Demurrer.

The defendant Ella Argo now comes

and for demurrer to the Amended petition filed herein says: the said petition does not state facts sufficient to constitute a cause of action.

D. W. Ayers Atty for Ella Argo.

Afterwards on the 17th day of December A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

4306

P. M. Adams
vs.
Sarah McKinney et al.

This day this cause came on to be heard upon the demurrer of Ella Argo one of the defendants in the above entitled case to the amended petition of the plaintiff was argued by counsel and submitted to the Court, on consideration whereof the Court do sustain said demurrer and the Pltff not desiring to amend his said petition it is ordered and adjudged by the Court that the said petition be dismissed at the plaintiffs costs taxed to $ To all of which decisions and rulings of the Court the plaintiff excepts.

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

Pleas before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court-House in the town of Marysville within and for the County of Union of the third Subdivision of the Tenth 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 13th day of May A.D. 1887, the following Petition in Error was filed with the Clerk of said Court, to-wit:-

Petition

5323

William Lamb, Plaintiff in Error.
Against
Henry Lamb, Defendant in Error.

To the Court of Common Pleas
Union County, Ohio

Petition in Error.

The plaintiff in error says that on the 7th day of May A.D. 1887, by consideration of J. P. McDowell a Justice of the Peace for Jerome Township Union County, Ohio defendant in error recovered a judgment against plaintiff in error, in an action then pending before him, wherein defendant in error was plaintiff, and plaintiff in error was defendant, a transcript of the Docket and Journal entries whereof is filed herewith. There is error in the said record and proceedings in this, to-wit:-

I. Said Justice of the Peace erred in overruling the motion of plaintiff in error to dismiss said action.

II. Said Justice of the Peace erred in the admission of evidence of said defendant in error to which the said plaintiff in error objected.

III. The facts set forth in the complaint of the defendant in error are not sufficient in law to maintain the said action against the plaintiff in error

IV. The complaint filed with said Justice of the Peace was not sufficient to authorize proceedings in forcible entry and detainer against plaintiff in error and the same ought to have been dismissed by said Justice of the Peace on said motion filed by said plaintiff in error therefor.

V. Said Justice of the Peace erred in his instructions to the jury on the trial of said action.

VII. Said judgment was given for the defendant in error when it ought to have been given for the plaintiff in error

The plaintiff in error therefore prays that said judgment may be reversed and that he be restored to all things he has lost by reason thereof.

Brodrick & Wm. Campbell Attorneys for Plaintiffs Error

Afterwards 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

5-3 2 3

William Lamb
vs.
Henry Lamb.

This day this cause came on for hearing upon the petition in error and the transcript of the proceedings and judgment of J. P. Wm. Dowell a Justice of the Peace in and for said County of Union on consideration whereof the Court find there is no error in said proceedings and judgment, and the said judgment of said Justice is therefore affirmed at the costs of the plaintiff in error taxed at $ and execution is awarded therefor. It is further ordered upon request that the Clerk of this Court certify this decision in the premises to the said Justice, that the judgment so affirmed may be enforced as if there proceedings in error had not been taken. To all which decision and judgment the said plaintiff in error then and there excepted, and the Court fix the amount of the supersedeas bond at $200.00

Attest- J. P. Burgner Clerk
By A. R. Burgner Deputy

Pleas before his Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 24th day of May in the year of our Lord one thousand eight hundred and eighty-six. Heretofore, to-wit:- On the 2nd day of January A.D. 1886, the following Petition was filed with the Clerk of said Court, to wit:-

Petition

4996

Lottie O. Wells, Plaintiff
vs.
Henry H. Wells, Defendant.

Union County Court of Common Pleas.
Petition.

Plaintiff says that she has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of Union County Ohio. Plaintiff further says that on the 27th day of April A.D. 1871 at Delaware Ohio she was lawfully married to the defendant whom she prays may be made a party hereto. Plaintiff further says that she has always conducted herself towards the defendant as a faithful and affectionate wife, but the defendant disregarding his duties as a husband has been for more than three years last past guilty of gross neglect of duty with the plaintiff, wholly failing and neglecting to furnish the plaintiff any means of support whatever, that on or about the 14th of July A.D. 1882 by reason of the gross neglect of the defendant she was compelled to leave the defendant since which time she has been compelled to earn her own living and the living for her two children. That during their marriage and as the fruits thereof they have had born to them

the following children, to-wit: Charles N. Wells, now about 12 years old and Daisey A. Wells now about 8 years old.

Plaintiff therefore prays that upon the final hearing of this petition she be divorced from the defendant Henry G. Wells and that she have the custody care and control of the said children and for all proper relief

Lottie O. Wells by J. M. Kennedy her Atty

Praecipe To the Clerk of Union County Court of Common Pleas:-

Issue Summons and copy of petition directed to the Sheriff of Delaware County Ohio, indorsed, divorce and custody of children prayed for, Cause of Divorce gross neglect of duty

J. M. Kennedy Atty for Petitioner

Afterwards on the 2nd day of January A.D. 1886, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons The State of Ohio }
Union County, ss. } Summons in Divorce
To the Sheriff of Delaware County.

4996 You are commanded to notify Henry G. Wells that Lottie O. Wells has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on him) charging him with gross neglect of duty &c and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 11th day of January A.D. 1886.

{Seal} Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 2nd day of January A.D. 1886. J. Q. Burgner Clerk

Endorsed: Summons in action for Divorce, J. M. Kennedy Atty.

Said Writ returned and filed Jany 12th 1886, endorsed as follows, to-wit:-

Received on the 5th day of January A.D. 1886, and on the 7th day of January A.D. 1886 I served the same by delivering to the within named defendant Henry G. Wells; a true copy thereof with a true copy of the petition attached. Service 30, Copy 25, Mileage 16, Return + Doc. 25, Postage .04 Total $1.00

James E. White Sheriff By Benj. McPherson Deputy

Afterwards on the 11th day of June A.D. 1886, the following Entry was made on the journal by the Clerk of said Court, to-wit:-

Entry Lottie O. Wells }
vs. }
H. G. Wells }

This day this cause came on to be heard upon the petition of the plaintiff the defendant being in default

4996 for answer or demurrer and the Court being fully advised in the premises do find 1st that the plaintiff was a resident of the State of Ohio and of the County of Union at the commencement of this action. 2nd that said parties were married as alleged in the petition. 3rd that the defendant has been guilty of gross neglect of duty as charged in the petition. It is therefore ordered and adjudged that the plaintiff Lottie O. Wells be divorced from the defendant H. G. Wells and the marriage relation heretofore existing between the parties be dissolved and that the plaintiff have the custody care and control of said minor children Charles N. Wells and Daisey A. Wells and that she recover her costs herein taxed at $

Attest:- J. Q. Burgner Clerk.
By A. R. Burgner Deputy.

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub Division of the Tenth 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 12th day of March A.D. 1886 the following Petition was filed with the Clerk of said Court.

Petitions

The State of Ohio Plaintiff
vs.
James M. Walcutt and
George Schlegel, Defendants

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

5-1-55

The plaintiff says: that on or about the 14th day of September A.D. 1885, the defendant James Walcutt was arrested and taken before S. H. Smith one of the Justices of the Peace in and for said County and a magistrate having jurisdiction of Criminal offenses throughout said County upon a warrant issued by said magistrate upon an affidavit made before said magistrate by one Thomas Melia charging the said defendant James Walcutt with unlawfully assaulting the said Thomas Melia, that the said charge against the said defendant James Walcutt was enquired into by the said magistrate and the said defendant James Walcutt ordered and required by the said magistrate to enter into bond in the sum of One Hundred Dollars for his appearance before the Court of Common Pleas of said County on the first day of the next term thereof, said Term being the October Term of said Court A.D. 1885 there and there to answer said charge of unlawful assault and abide the order of the Court and not depart without leave. That on said 14th day of September A.D. 1885, the defendant executed and acknowledged before said Justice of the Peace their certain bond in the sum of One Hundred Dollars, conditioned that the defendant James Walcutt would be and appear before said Court there and there to answer to said charge of unlawful assault upon the said Thomas Melia and abide the order and judgment of the Court and not depart without leave, which bond was taken and acknowledged before said Justice of the Peace. A copy of said bond is hereto attached and made a part hereof marked "Exhibit A" that on the said first day of said term of said Court the same being the 19th day of October A.D. 1885, and on each and every day of said term thereafter the said defendant failed to appear and it was ordered and adjudged by the Court that said bond be and the same was on the 13th day of January A.D. 1886, at said term of Court duly forfeited. There is due from the defendants to the plaintiff by reason of the premises the sum of One Hundred Dollars for which plaintiff prays judgment with costs of this suit:-

Enos P. Middleton Pros. Atty. Atty for Plaintiff

Praecipe

The State of Ohio Plaintiff
vs.
James Walcutt et al. Defendants

Court of Common Pleas Union County O.
To the Clerk of said Court:

5-0 5-5

Please issue Summonses in above case and deliver to Sheriff of Union County returnable according to law, Endorse: plaintiff prays judgment for $100 00 and costs of suit.

E. P. M. Pltffs Atty

"Exhibit A." ---- Copy of Bond.

State of Ohio Champaign County, ss.

Be it remembered that on the 14th day of September 1885 James Walcutt and George Schlegel personally appeared before me and jointly and severally acknowledged themselves to owe to the State of Ohio the sum of One Hundred Dollars to be levied of their goods and chattels lands and tenements if default be made in the condition following to-wit:- The conditions of this recognizance is such that if the above bound James Walcutt shall personally be and appear before the Court of Common Pleas of said County on the first day of the next Term thereof then and there to answer a charge of unlawfully knowingly, willfully and maliciously beating one Thomas Wilcox by throwing at him the said Thomas Wilcox beer glasses and bottles with intent to bruise and wound him and there without just cause or provocation on or about the 10th day of September 1885, and abide the judgment of the Court and not depart without leave then this recognizance shall be void otherwise it shall remain in full force and virtue in law.

Taken and acknowledged before me on the day and year above mentioned S. G. Smith. } (signed) James M. Walcutt, George Schlegel

Afterwards on the 12th day of March 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 James M. Walcutt and George Schlegel that they have been sued by the State of Ohio, in the Court of Common Pleas of Union County, and that unless they answer by the 10th day of April A.D. 1886 the petition of said plaintiff the State of Ohio against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 22nd day of March A.D. 1886.

Witness my hand and the seal of said Court, this 12th day of March A.D. 1886. J. Q. Burgner Clerk

[Seal]

Endorsed; Plaintiff prays judgment for $100.00 and costs of suit.

E. P. Middleton Pros. Atty. Plaintiff's Attorney

Sheriff's Return

The State of Ohio, Union County ss. } Received this writ March 13th A.D. 1886, at 2 o'clock P.M. and pursuant to its command on the 15th day of March A.D. 1886 I served the same by handing a true copy of this summons with the endorsements thereon to the defendant George Schlegel, James M. Walcutt was not found. --- Service 4 s- Copy 20- Mileage 16 Total $-81

(Returned & filed March 15th 1886)

M. Hopkins, Sheriff per H. T. W.

Afterward on the 17th day of Mar. 17th 1886, the following Demurrer was filed with the Clerk of said Court, to-wit:-

State of Ohio vs. James M. Walcutt et.al.

In the Court of Common Pleas of Union County Ohio

Demurrer to Petition.

1st That the Court has no jurisdiction of the

person of the defendants on the subject of the action.
2nd That the petition does not state facts sufficient to constitute a cause of action
H. B. Benton Atty for Defendant.

Afterwards on the 6th day of April 6th 1886, the following motion was filed with the Clerk of said Court, to wit:-

Motion — The State of Ohio, Plaintiff vs. James M. Walcutt et al Defendant } In the Court of Common Pleas of Union County Ohio

5-05-5

Now comes George Schlegel and moves the Court dismiss this action for the reason that this Court has no jurisdiction of the person of George Schlegel on the subject-matter in said petition contained.
H. B. Benton Atty for George Schlegel.

Afterward on the 7th day of April A. D. 1886, the following Entry was made on the journal by the Clerk of said Court, to wit:-

Entry — State of Ohio vs. James M. Walcutt et al. } This day this cause came on to be heard on the demurrer to the petition whereupon the Court being fully advised in the premises overrules said demurrer, thereupon this cause was further heard on motion of defendant to dismiss this action which motion the Court overrules.

5-05-5

2" * Afterwards on the 12th day of Nov. A. D. 1886, the following Demurrer was filed with the Clerk of said Court, to wit:-

Demurrer — The State of Ohio Plaintiff vs. James Walcutt and George Schlegel, Defendants } In the Court of Common Pleas of Union County Ohio
Demurrer.

5-05-5

And now comes the said defendant George Schlegel and demurs to the petition of plaintiff herein filed and for ground thereof says: that said petition does not state facts sufficient to constitute a cause of action against this defendant.
Brodrick and Mrs. Campbell
Attorneys for Defendant George Schlegel.

3rd " Afterwards on the 27th day of May A. D. 1887, the following Entry was made on the journal by the Clerk of said Court, to wit:-

Entry — State of Ohio vs. James M. Walcutt et al. } This day this cause came on for hearing

5-05-5

on the demurrer of defendants George Schlegel to the said petition and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer

Thereupon the plaintiff not desiring to amend its petition herein it is considered and adjudged by the Court that this cause be dismissed and that the defendants recover of the plaintiff herein their costs herein expended taxed at $ and execution is awarded therefor. To all of which rulings and judgment the said plaintiff hereby excepts-

1st * On the 12th day of November A. D. 1886 the following Amended Petition was filed with the Clerk of said Court, to-wit:-

Amended Petition — The State of Ohio Plaintiff vs. James Walcutt & George Schlegel Defts } Court of Common Pleas Union County O.

5-05-5

Now comes the plaintiff and by

leave of Court for amendment to the petition filed herein says: that S. H. Smith the Justice of the Peace, before whom defendant James Walcutt was taken, as alleged in the petition to answer the charge of unlawfully assaulting Thomas Melia as alleged in the petition filed herein, and who inquired into said charge and ordered and required said defendant James Walcutt to enter into said recognizance of One Hundred Dollars as alleged in the petition and a copy of which is attached to the petition, was a Justice of the Peace in and for Champaign County Ohio; that said recognizance executed and acknowledged by defendant as alleged in the petition was conditioned that the defendant James Walcutt would be and appear before the Court of Common Pleas of Champaign County Ohio on the first day of the October Term thereof A.D. 1886 then and there to answer said charge as alleged in the petition; that on the said first day of said October term of said Court of Common Pleas of Champaign County Ohio the same being the 19th day of October A.D. 1885, and each and every day of said term thereafter the said defendant failed to appear and perform the conditions of his said recognizance as alleged in the petition: that thereupon his default was duly recorded and it was ordered and adjudged by said Court that said recognizance be and the same was duly forfeited as alleged in the petition. that immediately after the said forfeiture said recognizance so forfeited was by the Clerk of the Court of Common Pleas of Champaign County Ohio returned to the County Auditor of said County and a memorandum of said forfeited recognizance so returned to him including a memorandum of Court in which it was taken. the name of the case, the name of all the parties the amount and date, the person to whom and when delivered as required by law. in a book kept by him for that purpose denominated Record of forfeited recognizances Champaign County Ohio, thereupon delivered the same to Evan P. Middleton Pros Atty Champaign County Ohio, taking his receipt for the same, wherefor plaintiff prays as in the petition filed herein.

Evan P. Middleton and
W. T. Hoopes Atty for Pltff.

(For final entry see forgoing paper on preceding page 101)

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

Pleas before His Honor John A Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio, on the 21st day of February in the year of our Lord one thousand eight hundred and eighty seven. Heretofore, to-wit:-

On the 22nd day of December A.D. 1886 a Petition and Affidavit were filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

Charles W. Leeper, Plaintiff
vs.
John W. Leeper, Samuel Leeper whose place of residence is unknown Amelia Wm. Geary, James Leeper, William Richard Leeper, Ella Leeper, last three named live somewhere in the State of Kansas, the heirs of Martha Griffith dec'd being Enoch Griffith Wayne Griffith Frances Kelsey and Alice Kelsey all of whose place of residence are to the plaintiff unknown and Samuel Clark son of Minerva Clark dec'd who lives somewhere in the State of Missouri, Defendants.

Court of Common Pleas
Union County, Ohio

Petition
to
Quiet Title

5-2-25

Plaintiff is the owner in fee simple, is and has been since the year 1875, in quiet and peaceable possession of the following described real estate: Situate in the County of Union, Leesburg T. P. and State of Ohio, and bounded and described as follows: Being part of Survey No. 5506, Beginning at two Cherry Trees corner of John Hildebrands land, thence N. 9 W. 87½ poles to a stake in trees an oak and hickory, thence South 80° 20. W 75-3/4 poles to a stake in the line of T. W. Kezartee, thence with his line S. 9° E. 5-1 poles to a stake in the line of John Hildebrand, thence with his line N. 79 E. 75-3/4 poles to the beginning containing forty-one and one half acres (41½). Records Book 19 p 45.

Defendants claim an interest therein, adverse to plaintiffs right, the nature and origin of such adverse claim arises from and out of a certain written will, a copy of which written will is hereto attached and made part of this petition. Defendants further claim that said written will leaves a cloud upon above described real estate in their favor and against this plaintiff. The plaintiff therefore asks that the defendants may be compelled to set up their claim if any they have.

Plaintiff prays that said claim of defendants may be adjudged null and void, and plaintiffs title quieted against the same and for such other relief as is proper.

H. T. Arthur Attorney for Plaintiff

The State of Ohio }
Union County, ss. } Charles W. Leeper, the plaintiff being duly sworn says the facts stated and allegations made in his foregoing petition are true as he verily believes. C. W. Leeper.

Sworn to by Charles W. Leeper and by him subscribed in my presence this 22nd day of December 1886

{Seal} John B. Coats Probate Judge

Certified Copy of Will

In the name of the Benevolent Father of all, I William Leeper of the County of Union and State of Ohio, do make and publish this my last will and testament:

Item 1st I give and devise to my son Charles Wesley the farm on which I live, together with the personal property that I may own at my demise and the demise of my beloved wife, Elizabeth;

provided my son Charles Wesley, shall take good care of myself, and my wife Elizabeth and keep us, both in comfortable circumstances during our natural lives: and if the expense of supporting myself and my wife Elizabeth shall not be more than is usual in such case, then my son Charles Wesley shall pay to my son John W. Leeper, three Hundred Dollars (300^{00}) within two (2) years after our demise; provided further if my son Charles W. shall die leaving no heirs, then my son John W Leeper is to receive three Hundred Dollars (300^{00}) and the residue of my property, both person and real to be divided among the remaining heirs in this manner To my son James Leeper third (3rd) son William Richard Leeper I bequeath Two Hundred (200^{00}) Dollars but if William Richard Leeper shall die without heirs, then the said Two Hundred Dollars (200^{00}) bequeathed to William Richard Leeper I give and bequeath to his sister Ellen Leeper To my son Samuel Leeper I give and bequeath Four Hundred Dollars (400^{00}) and the remainder of my Estate to be equally divided between the heirs of my two daughters Martha and Millie

Item 2nd I appoint my esteemed friend Hugh McAdow executor of this my last will and testament and authorize him to see that this will is executed according to its intent. I desire that no sale of my personal property be made and the Court of Probate direct the omission of the same in pursuance of the Statute. I do hereby revoke all former wills by me made. In testimony whereof I have hereunto set my hand and seal this 20th day of July in the year 1875.

William Leeper {Seal}

Signed and acknowledged by said William Leeper as his last will and testament in our presence and signed by us in his presence.

Henry Highbargain
Nancy M. Highbargain

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 William Leeper 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 16th day of February A.D. 1887.

{Seal}

John B. Coats
Judge and Ex Officio Clerk

Will Probated January 8th A.D. 1876.
Will Recorded Vol. B. Page 314

Affidavit

The State of Ohio }
Union County, ss. } Charles W. Leeper being duly sworn according to law deposes and says that the following named persons whose post-office address and residence he does not know are non-residents of Union County and that he files this affidavit for the purpose of obtaining service upon them by publication- Samuel Leeper, James Leeper, William Richard Leeper, Ellen Leeper, French Griffith, Wayne Griffith, Frances Kelsey Alice Kelsey and Samuel Clark.

C. W. Leeper

Affidavit

Sworn to before me by Charles W. Leeper and by him subscribed in my presence this 22nd December 1886.

[Seal] John B. Coats Probate Judge.

Mr Clerk:-

Issue Summons for John W. Leeper and Sonelia McCrary returnable according to law. Indorse: Action to Quiet Title.

F. T. Arthur Atty for Pltff

Afterwards on the 23rd day of Feb. A.D. 1887, the following Legal Notice was filed with the Clerk of said Court, to-wit:-

Legal Notice

James Leeper, William Richard Leeper, Ellen Leeper, living in the State of Kansas, post-office address unknown: Samuel Leeper who lives in the State of Indiana post-office address unknown, Samuel Clark, Francis Griffith, Wayne Griffith, Frances Kelsey and Alice Kelsey whose place of residence are unknown, and all being heirs at-law of William Leeper, deceased, will take notice that Charles W. Leeper, on the 22nd day of December A.D. 1886, filed his petition in the Court of Common Pleas of Union County and State of Ohio, the prayer of said petition is to quiet title to the forty one and one-half (41½) acres of land in Leesburg township, Union County, Ohio the same having come to said Charles W. Leeper by the will of said William Leeper deceased, said parties are required to answer if any they have, on or before the 21st day of February A.D. 1887.

By F. T. Arthur Attorney

December 29th 1886- 6w. printers fees 8.20

The State of Ohio }
Union County S.S. } The undersigned being 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 Dec. 29th 1886

W. C. Shearer

Sworn to and subscribed before me, this 23rd day of Feb. 1887.

[Seal] J. Q. Burgner Clerk.

On the 3rd day of January A.D. 1887, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons 5-225

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

We command you to notify John W. Leeper and Sonelia McCrary that they et. al. have been sued by Charles W. Leeper in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of February A.D. 1887, the petition of said plaintiff Charles W. Leeper against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly

You will make due return of this Summons on the 17th day of Jany 1887

Witness my hand and the seal of said Court this 3rd day of Jany. A.D. 1887.

[Seal]

J. Q. Burgner Clerk.

Endorsed: An action To Quiet Title. F. T. Arthur Plaintiff's Atty.

Said Writ returned and filed January 17th A.D. 1887, with the following endorsement thereon, to-wit:-

(over)

The State of Ohio
Union County, ss.

Sheriffs Return

Received this Writ January 3rd A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 12th day of January 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 John W. Leeper and by handing a true copy of this summons with the endorsements thereon to the within named defendant Sondica Mrs. Crary.
Service 45; Mileage 2.72, Copy 40, Total $3.57.

Wm. Hopkins Sheriff

Afterwards on the 8th day of March A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

Charles W. Leeper
vs.
John W. Leeper

5-225

This day came on this cause to be heard upon the petition of plaintiff to Quiet title, all the parties being in Court by Legal notice and Service of Summons.
The Court after hearing the testimony and being fully advised in the premises find that the plaintiff has but a life estate in the real estate in petition described and that his children own the estate in remainder. It is therefore considered and ordered by the Court that the plaintiff pay the costs herein taxed to $ for all which execution is awarded. Thereupon plaintiff gave notice of his intention to appeal this cause to the Circuit Court of Union County and the Court fix the amount of the Bond for Appeal at $100.00

Attest L. D. Burgner Clerk
By A. R. Burgner Deputy

Summons

45-42

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio on the 25th day of October in the year of our Lord one thousand eight hundred and eighty six. Heretofore to-wit

Sheriffs Return

On the 6th day of June A.D. 1884, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Lucinda Sprague, Plaintiff
vs.
John Hines, Defendant

45-42

Court of Common Pleas of Union County Ohio
Petition

Plaintiff says that about the last of November A.D. 1883 she became pregnant with a bastard child and that said John Hines the defendant is the father of the same and if born alive the same will be a bastard, that said John has left the County of his residence for the purpose of defrauding the complainant and for the purpose of injuring her. She further says that one William Bolanger of Union County Ohio and one Levi Bolanger of Logan County Ohio are as she is informed indebted to the said John Hines, and that they have his money or property under their control. Plaintiff therefore says that a writ of attachment issue to the Sheriff of Union and Logan Counties notifying and requiring them to answer to the Clerk of the Court

Order of Attachment

45-42

of Common Pleas of Union County Ohio concerning the same and that upon a final hearing of this petition she have a judgment against said John Hines for the sum of One thousand Dollars Damages and that any or all of said money that may be found of the said John Hines in the hands of said Garnishees be applied to the payment thereof and for all proper relief in the premises

J. M. Kennedy Atty. for Plaintiff.

State of Ohio
Union County ss. } Lucinda Sprague being duly sworn says the facts and allegations in the foregoing petition are as she believes true.

Lucinda + her Sprague
mark

Subscribed and sworn to by the said Lucinda Sprague before me this 6th day of June 1884.

J. D. Burgner Clerk [Seal]

On the 6th day of June A. D. 1884, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons

The State of Ohio
Union County, ss. } Summons

To the Sheriff of the County of Union, Greeting:-

We command you to notify John Hines and William Ballenger and Levi Ballenger that they have been sued by Lucinda Sprague in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of July A. D. 1884 the petition of said Lucinda Sprague 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 June A. D. 1884. Witness my hand and the seal of said Court, this 6th day of June A. D. 1884

J. D. Burgner Clerk.

[Seal]

Endorsed: An action for Amount Claimed $1000 &c. J. M. Kennedy Pltffs Atty.

Said Writ returned and filed June 23rd 1884 endorsed as follows, to-wit:-

Sheriff's Return

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

Received this Writ June 6th A. D. 1884, at 2 o'clock P. M. and pursuant to its command, on the 10th day of June A. D. 1884 I served the same by delivering to the within named William Ballinger a true copy of this Writ with endorsements thereon the within named Levi Ballinger and John Hines not found in my County. Service 30, Mileage 3.20, Cost 60, Total 4.10

J. Hobensack Sheriff U. C. O.

On the 6th day of June A. D. 1884, the following Order of Attachment was issued by the Clerk of said Court, to-wit:-

Order of Attachment

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

Lucinda Sprague Plaintiff
vs.
John Hines Defendant.

To the Sheriff of Union County.

You are commanded to attach and safely keep the lands, tenements, goods chattels stocks or interest in stocks, rights, credits, moneys and effects, of the defendant John Hines not exempt by law from being applied to the payment of the claims of the claims of the plaintiff Lucinda Sprague or so

much thereof as will satisfy her claim for One Thousand Dollars and $ the probable cost of this action. You will also notify William Ballinger and Levi Ballinger that they have been sued as garnishee in this action and that they be and appear before our said Court on the 5th day of July next to make answer under oath, to all questions that may be put to them touching the property of every description, and credits of the defendant in their possession or under their control and all amounts owing by them to the defendant whether due or not. You will make due return of this order on the 16th day of June A.D. 1884.

Witness my hand and the seal of said Court this 6th day of June A.D. 1884. S. D. Burgner Clerk

[Seal]

Endorsed: Amount Sworn to $1000 00 J. M. Kennedy Attorney.

Said Writ returned and filed June 23rd 1884 endorsed as follows, to-wit:-

The State of Ohio } Sheriff's Return
Union County ss. } Received this Writ June 6 A.D. 1884 at 2 o'clock P. M. and on the 10th day of June 1884 I served a true copy of this Writ with all the endorsements thereon by delivering to the within named William Ballinger. the within named J. Hines and Levi Ballinger not found in my County- Service 30, Copy 30 Mileage 2,20 total $3.80

J. Hobensack Sheriff U. Co. O.

Afterward on the 27th day of June A.D. 1884, the following Affidavit was filed with the Clerk of said Court, to-wit:

Affidavit

Lucinda Sprague Plaintiff
vs.
John Hines Defendant

45-42

State of Ohio, Union County
Court of Common Pleas
Affidavit for Publication.

Lucinda Sprague the plaintiff being duly sworn says that service of summons can not be made in this State on the defendant to be served by publication, and that the case is one of those mentioned in ——— Section. Affiant further says that the place of residence of the defendant is unknown to this plaintiff, that before the commencement of this action said defendant left his place of residence and has gone to parts unknown to this plaintiff she therefore makes affidavit for publication and further she saith not.

Lucinda her + mark Sprague

Sworn to and subscribed by the said Lucinda Sprague before me this the 27th day of June A.D. 1884

[Seal]

A. H. Kollefrath Notary Public

Afterwards on the 8th day of September A.D. 1884 the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Legal Notice

Lucinda Sprague Plff
vs.
John Hines, Defendant

Union County Court of Common Pleas.

John Hines whose place of residence is unknown to this plaintiff and who has left his place of residence to avoid service of legal process in this case, will take notice that on the 6th day of June A.D. 1884, said plaintiff took a transcript from the docket of Peleg Cranston, a Justice of the Peace in and for said County, in a proceeding in bastardy wherein the said Lucinda Sprague was plaintiff, and the said John Hines was defendant, charging

Entry

45-42

Verdict

Entry

45-42

the defendant with being the father of her bastard child, which if born alive will be a bastard, with which she was pregnant. The object of which proceedings was to procure an order of attachment against said defendant Hines. That on the 6th day of June 1884, she caused an order of attachment to be issued to the Sheriff of Union County and has been returned served on William Bellinger garnishee. The said defendant John Hines, is required to appear and answer to said proceedings on or before the 15th day of August 1884, or the same will be held true, and judgment taken accordingly.

Lucinda Sprague
J. M. Kennedy her Attorney

July 2nd 1884 - 206 - pf. $10 50

The State of Ohio } The undersigned, being duly sworn, says that a
Union County ss. } copy of the annexed notice was published for six consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with July 2nd 1884

H. O. Shuane.

Sworn to and subscribed before me, this 8th day of September 1884
[Seal]
J. D. Burgner Clerk

Afterwards on the 24th day of February A. D. 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

Lucinda Sprague Plaintiff
vs.
John Hines Defendant.

This day came the parties by their attorneys, and this cause came on

43-42

to be tried; and thereupon came a Jury, to-wit:- Samuel Durbora, Henry Eichmeyer, Calvin Felkner, C. A. Williams, Wm Longbrake, John R. Taylor, Levi Langstaff, Sol. James, J. A. Henderson, J. S. Alexander Joe Lawrence, Eli Oakwood 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, ss. February Term A. D. 1885, to-wit: Feb. 24th 1885-

Verdict

Lucinda Sprague Plaintiff vs. John Hines Defendant.

We the jury in this case being duly impaneled and sworn do find and say that we find the defendant guilty

James A. Henderson Foreman

Afterwards on the 11th day of March A. D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

Lucinda Sprague
vs.
John Hines

The defendant John Hines having been found guilty as charged in this case

4542

he is therefore adjudged by the Court to be the reputed father of said child and it is ordered and adjudged he stand charged with the maintainance of said child in the gross sum of ($500.00) Five Hundred Dollars and for costs taxed at $ and that he pay said sum by April 1st 1885- for all of which execution is awarded

It is further ordered that said Garnishee William A. Ballinger heretofore examined in this case pay into this Court to satisby the above judgment the sum of Five Hundred Dollars found to be in his hands with interest thereon from Feb. 24th 1885 when due and in default thereof that attachment issue against him and that the same be applied to the payment of this judgment.

Afterwards on the 18th day of May A.D. 1886, the following Motion was filed with the Clerk of said Court, to-wit:-

Motion

Lucinda Sprague Plaintiff
vs.
John Hines Defendant
Wm A. Ballinger, Garnishee

In Court of Common Pleas
Union County, O.
Motion

4542

Now comes the said Wm A. Ballinger Garnishee herein and moves the Court to vacate the order and decree heretofore granted against him, the said Wm A. Ballinger for the following reasons, to-wit:- For mistake of the Clerk of said Court in entering said decree and for irregularity in obtaining the same.

Brodrick & Wm Campbell Atty for Garnishee

Entry

Afterwards on the 11th day of June A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Lucinda Sprague Plaintiff
vs.
John Hines Defendant and
Wm A Ballinger Garnishee

Court of Common Pleas
Union County, Ohio.

4542

This cause being heard on motion to vacate the order rendered herein against the said Wm A. Ballinger as garnishee at a former term of this Court, to-wit; on Mch. 11th 1885, the Court on consideration find that said order was irregularly taken, and that said order was improperly entered of record by the Clerk of said Court

It is therefore ordered by the Court that said order be and the same hereby is vacated and held for naught and said Wm A Ballinger is hereby ordered to file answer herein as garnishee by August 1st 1886 and this cause is continued as to said garnishee.

Answer

Afterwards on the 30th day of July A.D. 1886 the following Answer was filed with the Clerk of said Court, to-wit:-

Lucinda Sprague Plaintiff
vs.
John Hines Defendant-

In Court of Common Pleas, Union County O.
Answer of Garnishee

4542

On the 29th day of July A.D. 1886 appeared before the undersigned, Clerk of said Court, William A. Ballinger as garnishee in the above entitled case, for examination and said William A. Ballinger being first duly sworn deposes and says as follows

Ques't. State if you are indebted in any manner to the defendant John Hines, and if so, state how you are indebted and in what sum of money?

Ans. On or about February 20th 1884, I made and delivered to Elmer E. Hines (commonly known as John Hines) or bearer my

negotiable promissory note of said date for the sum of $500.00 with interest at the rate of 6 pr per annum and to become due in two years from the date thereof, but subject to a deduction in the sum of $100.00 on account of a settlement had between said Hines and myself. Said note became due in February 1886, but has never been presented for payment and I am in ignorance as to the name of the present holder and owner of said note, but I am informed and believe that said Hines disposed of said note to a third party before the same became due.

William A. Ballinger.

Subscribed and sworn to before me by said Wm A. Ballinger this 29th day of July 1886 J. Q. Burgner Clerk of Common Pleas

By W. W. Winget Deputy

Afterwards on the 27th day of October A.D. 1886, the following Entry was made on the Journal of said Court, to-wit:

Entry

Lucinda Sprague Plaintiff
vs.
John Hines, Defendant.

In Court of Common Pleas, Union County Ohio

45-42

This cause coming on to be heard on the motion of Plaintiff to make the answer of Wm A. Ballinger, garnishee herein, more definite and certain, and the Court having heard said motion and the argument of Counsel thereon, the Court on full consideration thereof, do overrule said motion and for further order that said cause be left off the Docket of said Court subject to be reinstated thereon on motion.

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

Pleas before His Honor John A Price Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville within and for the County of Union of the third Sub Division of the twelfth Judicial District of the State of Ohio on the 25th day of October in the year of our Lord one thousand eight hundred and eighty-six. Heretofore, to-wit:-

On the 25th day of September A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:-

Petition

Frances Riner Plaintiff
vs.
George Riner, Defendant.

Court of Common Pleas Union County Ohio
Petition

5-172

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, that on or about the 15th day of September 1874 plaintiff was married to defendant and that the following children were born of such marriage: Flora Belle Riner born September 22 1885; Blanch Riner born July 1st 1877, Leslie Riner born Oct 5th 1879.

1st Cause. The defendant has in disregard of his marital duties, for more than two and one half years last past failed and willfully neglected to provide plaintiff with the common necessaries of life so that plaintiff has been compelled to live upon the charity of friends and her own exertions, defendant having the ability to support said

plaintiff and children having a good trade (barber) and being in constant receipt of wages to the amount of $

2nd Cause Defendant was in the month of December 1883 guilty of extreme cruelty towards plaintiff in this, that the defendant drew a revolver and threatened to shoot said plaintiff and in the month of March 1884 said defendant threatened to kill said plaintiff and said defendant has been guilty of extreme cruelty towards this defendant at divers other times both before and since the above dates in abusive language and threats of violence against this plaintiff.

Wherefore plaintiff prays that she may be divorced from the defendant and that she may be decreed the custody of said children and such other relief as is proper.

W. T. Hoopes Atty for Plaintiff.

Clerk:-

Praecipe Issue summons on above parties directed to Sheriff of Hardin County Ohio. Indorse, Action for Divorce

W. T. Hoopes Atty for Plaintiff

On the 25th day of September A.D. 1886 the following Summons was issued by the Clerk of said Court, to-wit:-

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

5172 You are commanded to notify George Riner that Frances Riner 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 to be served on him), charging him with willful neglect and extreme cruelty, and asking that she be divorced from him and that she may be decreed the custody of children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing and six weeks from and after the service of this writ. You will make due return of this summons on the 4th day of October 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 25th day of September A.D. 1886.

Seal

John Q. Burgner, Clerk.

Endorsed: Summons in Action for Divorce. W. T. Hoopes Attorney.

Said Writ returned and filed Oct. 2nd 1886, endorsed as follows, to-wit:-

The State of Ohio } Received this writ on the 27th day of Sept. A.D. 1886
Hardin County, ss. } and on the 1st day of October A.D. 1886, 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 defendant.

Service .30, Copy .25, Mileage .10, Return .25, Postage .10 Total $1.00

John S. Scott Sheriff

Afterwards on the 15th day of Nov. A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry 5172 Frances Riner
vs.
George Riner

Now comes the plaintiff and the defendant having been duly served with Summons and a

Petition 4490

copy of the petition herein and having failed to appear the Court find him in default for answer or demurrer to said petition and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than a year next preceding the same and was at said 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 from the evidence adduced that the defendant has been guilty of gross neglect of duty in failing to provide plaintiff the common necessaries, and that defendant has also been guilty of extreme cruelty towards this plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said parties hereto be and the same hereby is dissolved and both parties are released from the obligations of the same. It is also ordered and adjudged by said Court that the plaintiff have the custody and control of the said children.

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 for ten days execution issue for the same.

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

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio on the 22nd day of February in the year of our Lord one thousand eight hundred and eighty-six.

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

George T. Dilsaver Plaintiff
vs
Thomas P. Gratty, Sherman M. Blake and Adoniram J. Blake, partners doing business under the name of the Union County Bank, Defendant.

Petition

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

41490

And now comes the plaintiff and for cause of action herein he says that Thomas P. Gratty, Sherman M. Blake and Adoniram J. Blake on the 15th day of November A.D. 1883 were partners doing business under the name of the Union County Bank

That on said 15th day of November A.D. 1883, said plaintiff left with said defendants at their banking house in Richwood Ohio, three Hundred and Ninety Eight and 56/100 Dollars and received from said defendants a certificate of deposit of which the following is a copy

" No. 7049 "
" Union County Bank "
" Richwood O. Nov. 15th 1883 "
" G. T. Dilsaver has deposited in this bank three Hundred Ninety- "
" Eight and 56/100 Dollars payable to the order of himself ____ months "

"after date with-five cent-interest-per annum on return of this certificate"
" properly endorsed. No interest after maturity "
" A. J. Blake Cashier "
The following is also a part of said certificate and is on the side thereof
" Certificate of Deposit 6 per cent for 12 months 4 per cent for 8 months 2"
" per cent for 4 months. "

That there was paid on said Certificate on the 1st day of January A.D. 1884 the sum of Forty Dollars. That no other or further payments have been made thereon. That there is now due plaintiff from said defendants on said certificate the sum of three hundred and fifty eight and 5/6/100 Dollars with interest thereon from the day of January A.D. 1884

That on the — day of January A.D. 1884, the said defendants closed up their banking house in said Richwood and refused and still refuse to pay said plaintiff said sum of Three Hundred and Fifty-Eight and 5/6/100 Dollars or any part thereof although often requested so to do.

Wherefore plaintiff asks a judgment against the said defendants for the said sum of Three Hundred and fifty-eight and 5/6/100 Dollars with interest from said — day of January A.D. 1884 as aforesaid.

S. M. Van Winkle and Powell & Fullon Attorneys for Plaintiff

The State of Ohio }
Union County ss. } George T. Dilsaver being first duly sworn according to law says the facts stated and allegations in his foregoing petition are true as he verily believes

George T. Dilsaver

Sworn to before me and subscribed in my presence by said George T. Dilsaver this 20th day of February A.D. 1884.

Asa Longstaff Justice of the Peace

We hereby waive the issuing and service of process in the above entitled case and enter our appearance in the same. A. J. Blake
Thos P. Cratty
By Robinson & Pfeiffer their Attys

Afterwards on the 25th day of April A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court to-wit:-

Entry 4490

George T. Dilsaver
vs.
T. P. Cratty et. al.

Now came the defendant and moved the Court here for leave to file answer in above entitled case within thirty days from rising of the Court and the Court being fully advised in the premises do grant such leave and this cause is continued.

Afterwards on the 23rd day of October A.D. 1885, the following Supplemental Petition was filed with the Clerk of said Court to-wit:-

Supplemental Petition 4490

George T. Dilsaver
vs.
T. P. Cratty et. al.

Court of Common Pleas, Union County Ohio.
Supplemental Petition

By leave of Court the Plaintiff now comes and says by way of supplemental petition that since the filing of the original petition in the above case, the assignee S. M. and A. J. Blake, M. W. Still has paid on the indebtedness described in the

Entry 4490

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Answer 4490

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said petition the sum of $150.00 due on about the 1 day of May 1885, but that there is still due and unpaid on said indebtedness, the sum of $208.56 with interest from the 1st day of Jan. 1884. Wherefore plaintiff prays judgment against the defendants for $230.00 with interest from Oct 19th 1885

P. R. Kerr Attorney for Plaintiff.

State of Ohio
Union County, ss } P. R. Kerr being sworn says he is one of the Attorneys for the plaintiff and the Plaintiff G. T. Dilsaver is now absent from the State of Ohio and that he believes the statements in the foregoing petition to be true.

P. R. Kerr.

Sworn to before me and subscribed in my presence this 23rd of October 1885.

John Q. Burgner Clerk [Seal]

Afterwards on the 10th day of November 1885 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

George T. Dilsaver
vs.
Thos. P. Gratty et. al.
4490

This day this cause came on to be heard upon the Supplemental Petition filed herein and upon motion of the Plaintiff for judgment the Court being fully advised in the premises and the defendant still failing to answer or demur to the Petition and Supplemental petition, the Court finds there is due the plaintiff on the Bank Certificate set out in said petition - after deducting the amount alleged to have been paid thereon, in the Supplemental petition the sum of $230.00 with interest from October 19th 1885.

Wherefore it is ordered and adjudged by the Court that the plaintiff recover of the defendants T. P. Gratty and A. J. Blake said sum of $230.00 the same to bear interest from Oct 19th 1885 and costs taxed at $.

Afterwards on the 21st day of Dec. A. D. 1885 the following Entry was made on the Journal by the Clerk of said Court:-

Entry

G. T. Dilsaver
vs.
T. P. Gratty et. al.
4490

This day came the defendant T. P. Gratty and moved the Court to open up judgment rendered in this case on a former day of this term of Court and to grant leave to the said Gratty to file his answer herein.

On consideration whereof and the Court being fully advised in the premises do sustain said motion and grant leave to said Gratty until January 10th next to file his answer and it is further ordered by this Court that the execution now in the hands of the Sheriff in this case be returned without further proceedings on the same by the Sheriff and cause continued.

Afterwards on the 9th day of January A. D. 1886 the following Answer was filed with the Clerk of said Court, to-wit:-

Answer

George T. Dilsaver Plaintiff
vs.
T. P. Gratty et. al. Defendants
4490

Court of Common Pleas Union County, O.

Answer of T. P. Gratty.

And now comes the defendant T. P. Gratty and by leave of Court first had files his answer

herein and says that said Plaintiff ought not further to maintain his action herein and says that he denies each and every allegation in said Supplemental petition of the plaintiff herein except as to payment made on said claim. And this defendant further answering the said Supplemental petition of plaintiff says that on or about the 20th day of October A.D. 1885 this defendant made a full and complete settlement of the said claim in the petition set forth with plaintiff and paid the balance due on said claim in full and that he now owes the plaintiff nothing. This defendant therefore asks to go hence and recover his costs.

Robinson & Piper Atty for T. P. Cratty

State of Ohio
Union County, ss. } T. P. Cratty being duly sworn according to law says that the facts stated and allegations in his foregoing answer are as he verily believes true

T. P. Cratty

Sworn to before me by T. P. Cratty and by him subscribed in my presence this 9th day of January 1886. J. Q. Burgner Clerk
Seal
By W. N. Winget Deputy

Petition

Afterward on the 22nd day of February A.D. 1886, the following Reply was filed with the Clerk of said Court, to-wit:-

Reply

George T. Dilsaver
vs.
T. P. Cratty et. al. } Court of Common Pleas Union County, Ohio.

4341

4490

~~~~~Reply.~~~~~

The plaintiff for reply to defendants, T. P. Cratty's answer filed herein says that he denies each and every allegation in said answer contained, except as to the admission of payment on Supplemental petition mentioned.

P. R. Kerr Atty for Pltff

State of Ohio
Union County, ss } P. R. Kerr being sworn says he is one of the Attys for Plaintiff in the above case and that said plaintiff is now in the State of Kansas, and that he, the affiant believes the statement in the foregoing Reply to be true.

P. R. Kerr

Sworn to before me and subscribed in my presence this 22nd day of February 1886.

Seal

J. Q. Burgner Clerk.

Afterwards on the 18th day of March A.D. 1886 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

4490

George T. Dilsaver Plaintiff
vs.
Thos. P. Cratty et. al. Defendants

This day this cause came on for hearing on the petition, the Supplemental petition, the answer of the defendants and the reply of the plaintiff and the evidence, and a jury being waived the cause was submitted to the Court and the Court being fully advised in the premises do find that the said defendant and plaintiff have settled all matters concerning the cause in dispute that the defendant T. P. Cratty has fully, completely and entirely satisfied and paid said claim in the petition set forth and that said plaintiff is not entitled to recover more than has already been paid in said settlement. The Court further find that
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the defendants should pay the costs in this action. It is therefore considered by the Court here that defendants pay the costs in this action and in default of such judgment that execution issue therefor. Whereupon the plaintiff excepted and moved the Court for a new trial, which motion the Court overruled and plaintiff excepted.

(See Circuit Court Journal No 1 Page 48.)

J. L. Bruguier Clerk
By A. R. Bruguier Deputy.

Pleas before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 8th day of September in the year of our Lord, one thousand eight hundred and eighty-four. Heretofore, To-wit:- On the 23rd day of January A.D. 1884, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

Lydia A. Morris Plaintiff

vs.

Samuel W. Van Winkle and Andrew J. Richardson Assignees of said Lydia A. and John W. Morris in trust for the benefit of creditors. Defendants.

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

4341

The said plaintiff Lydia A. Morris complains of the said defendants for this to-wit: That on the 19th day of July 1882, by deed of assignment of that date she joining with her husband John W. Morris made an assignment in trust for the benefit of her creditors of a stock of dry goods, groceries and medicines kept in store in the village of Sommersville Ohio by the said Lydia A. Morris, to the said Samuel W. Van Winkle and Andrew J. Richardson as assignees in trust for the benefit of all their creditors, as well as the following real estate; situate in said village of Sommersville in York Township, Union County Ohio. described as follows: Being all of lots No. 38, 39, 42, 43, 46 and 47 in said village of Sommersville. Also a strip of land containing two and one half (2½) acres lying east and adjoining said lots. Bounded on the north East by A. J. Richardsons and on the north by an alley running North of lots Nos 27 & 28 in Sommersville and on the West by said lots Nos 38, 39, 42, 43, 46 & 47 all of which real property was at the time of the assignment of personal and real property occupied as a homestead by the assignors and at the time of setting off this property in lieu of homestead. that by the terms of said deed of trust and as one of the provisions thereof she expressly reserved her right to a homestead out of the property so assigned to said Samuel W. Van Winkle and Andrew J. Richardson. And there being no unincumbered real estate out of which to assign and set off to her said Lydia A. Morris her said homestead, all of their real estate being incumbered for balance of purchase in the sum of $1600.00 and the value of the same was not over $1600.00 the same interest from January 13th 1882 and since said assignment —— on said vendors lien for $1335.00 Said assignees Samuel W. Van Winkle and Andrew J. Richardson by the oaths of Thomas P. Gratty N. P. Westheimer and James Cooly set off and assigned to her the said plaintiff in lieu of said homestead

of the personal property so assigned to the amount and value of Five Hundred Dollars which is a part of said record of assignment.

Plaintiff further says that afterward and on the 15th day of August 1882, said assignees having obtained an order from the Probate Court of Union County Ohio to sell all the goods so assigned by private sale and said assignees representing to the plaintiff that it would be to her best interest for them to sell the goods and chattles set off to her in lieu of her homestead with the rest of said goods and pay her the money for said sale, and relying and trusting in their statement and believing what they said, did on on said 15th day of August enter into a written agreement with the said Samuel N. Van Winkle and Andrew J. Richardson, a copy of which agreement is hereto attached and made a part of this petition marked "A" by the terms of which agreement they were to sell her goods and chattles and account to her for the amount and value thereof being $500 cc

Plaintiff further says that said assignees took possession of her said goods, sold the same and applied the money arising therefrom to their own private use and neglect and refuse to pay the same over to this plaintiff although often requested so to do. Plaintiff therefore asks judgment against the said Samuel N. Van Winkle and Andrew J. Richardson for said sum of five hundred dollars with interest thereon from the 15th day of August 1882 and for all proper relief

J. M. Kennedy Atty for Plaintiff.

State of Ohio
Putnam County ss. } Lydia A. Morris being duly sworn says the facts and allegations in the foregoing petition are as she believes true.

Lydia A. Morris.

Sworn to and subscribed by the said Lydia A. Morris before me this 14th day of September A.D. 1883.

S. Saunders Notary Public {Seal}

State of Ohio
Union County ss } Lydia Morris being duly sworn says the facts & rising and occupying all of said real estate at the time of making said assignment by her was true as she verily believes.

Lydia A. Morris

Subscribed and sworn to by Lydia Morris before me this the 23rd day of January A.D. 1884.

A. H. Brightter Notary Public.

"A"

Exhibit "A"

In the matter of the assignment of Lydia A. Morris with her husband J. M. Morris of the property and effects to A. J. Richardson and Samuel N. Van Winkle as assignees for the benefit her creditors, she the said Lydia A. Morris gives her consent to the disposal of the property so assigned as follows: the appraisers appointed in this proceeding having for want of and in lieu of a homestead in real estate that was unincumbered set off to the said Lydia A. goods to the amount of Five hundred dollars and the said assignees having obtained an order from the said Probate Court to sell the goods at private sale and believing that said goods will sell for a better price by disposing of the whole stock together, she the said Lydia A. Morris by consent of her said husband agrees that her share of said goods may be sold with the balance of the stock upon condition she is to receive from the proceeds of said sale five hundred dollars in money and notes

Summons 4341

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when the sale of the said goods is made, and with the understanding that no percentage or commission shall be deducted from the said amount of $500.00 her share of said proceeds. Lydia A. Morris.
Date Aug. 15th 1882. John W. Morris

We agree to the above conditions
and agree to pay as therein specified. (Signed) S. W. Van Winkle
Andrew J. Richardson Assignees

On the 15th day of September A.D. 1883, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons

The State of Ohio } Summons
Union County, ss. } We command you to notify Samuel W. Van Winkle and
Andrew J. Richardson Assignees of Lydia A. and John W. Morris that they have
4341 been sued by Lydia A. Morris in the Court of Common Pleas of Union County
and that unless they answer by the 13th day of Oct. A.D. 1883, the petition of said
Lydia A. Morris against them filed in the Clerk's Office of said Court, such
petition will be taken as true, and judgment rendered accordingly. You will
make due return of this summons on the 24th day of September A.D. 1883.
Witness my hand and the seal of said Court, this 15th day of
{Seal} September A.D. 1883. J. Q. Burgner, Clerk.
Endorsed: In action for claim for $500.00 with interest from Aug. 15th 1882
Kennedy & Huff's Atty.

Said Writ returned and filed Sept 21st 1883, endorsed as follows, to-wit:-

The State of Ohio } Sheriff's Return.
Union County, ss. } Received this Writ September 13th A.D. 1883, at 3 o'clock P.
M., and pursuant to its command, on the 17th day of September A.D. 1883, I
served the same by delivering a true copy of this writ with endorsements
thereon to the within named defendants. — Service 95, Mileage 3.20, Cop 20 Total $5.15
John Hobensack Sheriff

Afterwards on the 23rd day of January A.D. 1884, the following motion was filed with the Clerk of said Court, to-wit:-

Lydia A. Morris Plaintiff
vs.
Motion S. W. Van Winkle et. al. Defendants
4341

Court of Common Pleas Union County, Ohio
Motion.

And now come the defendants and move the Court to require plaintiff to make her petition more definite and certain in this, to-wit: that she state explicitely whether the real estate mentioned in her petition was or was not in fact used and occupied by her and her husband as a homestead at the time of their assignment and at the time said personal property is alleged to have been set-off and assigned to her as exempt from execution in lieu of a homestead.
A. H. Carpenter Atty. for Defendants

Afterwards on the 28th day of January A.D. 1884, the following Demurrer was filed with the Clerk of said Court, to-wit:-

Lydia A. Morris Plaintiff
vs.
Demurrer Samuel W. Van Winkle et. al. Defts
4341

Court of Common Pleas, Union Co. Ohio
Demurrer

And now comes the defendants and demur to plaintiffs petition and for grounds of demurrer say: that said petition does not state facts sufficient to constitute a cause of action against them. A. H. Carpenter
Atty for Defts

Entry
4341

Afterwards on the 4th day of February A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit

Lydia A. Morris
vs.
S. W. Van Winkle et al.

This day the plaintiff took leave of the Court to file an amended petition within 30 days of rising of Court and cause continued.

Amended Petition

Afterwards on the 27th day of February A.D. 1884, the following Amended petition was filed with the Clerk of said Court, to-wit:-

Lydia A. Morris Plaintiff
vs.
Samuel W. Van Winkle and Andrew J. Richardson Assignees of Lydia A. Morris & John Morris in trust for the benefit of Creditors

Court of Common Pleas
Union County, Ohio.
Amended Petition

4341

The said plaintiff says she is a married woman being the wife of John M. Morris with whome she resides. That on the 19th day of July 1882 by deed of assignment of that date the plaintiff joined her said husband in the said deed and thereby assigned to the said defendants Samuel W. Van Winkle and Andrew J. Richardson for the benefit of their creditors all of their personal and real estate under the laws of Ohio for the benefit of insolvent debtors reserving therein all rights of exemption granted under the Ohio laws to the heads of families, their wives and children that the real estate so assigned consisted of lots 38. 39, 42, 43. 46, & 47 in the village of Somersville in said County and a strip of land containing 2½ acres adjoining said lots in said village and described in said original petition all occupied by said assignors at the time said deed was executed as their home for their family, but the said real estate was at that time encumbered by a lien for the purchase money therefor against which no exemption could be legally held to an amount greater than the sum for which said real estate could be sold, to wit said lien for the said purchase money amounted to $1600 cc. That in consideration that there was no real estate of said assignors which could be held as a homestead, the said assignees after they accepted said trust, to-wit on or about the day of July 1882 by the oaths of T. P. Beatty, N. P. Westheimer and James Cooley duly appointed by the Probate Court of said County set off and assigned to the plaintiff personal property so assigned to the said assignees to the amount and value of $300. and reported the same as a part of their inventory to said probate Court. That on the 15th day of August 1882 the said assignees having obtained an order of said Probate Court authorizing them to sell said property including that set off in lieu of a homestead as aforesaid at private sale, represented to the plaintiff that it would be her best interest to permit them to include in such sale the goods so set off in lieu of a homestead and the plaintiff relying upon their good faith then in consideration of their promise to pay to her, the plaintiff the sum of five hundred dollars in money or notes on demand. She the plaintiff gave her permission to them to sell said property which agreement was reduced to writing and thereupon said defendant sold said property and deprived her of the same and afterwards

Demurrer
4341

Entry
4341

Second Amended Petition
4341

on the 8th day of March the plaintiff demanded from the said defendants after said sale the sum of five hundred dollars in money and notes as provided in said agreement a copy of which is attached to the said original petition, but the defendants refused to give to said plaintiff said five hundred dollars or any part thereof in money and notes or either as required by said agreement and have not nor both either of them paid given or delivered to plaintiff any notes or money for said property, sold and delivered to them though often requested by plaintiff to do so and thereby plaintiff is damaged the sum of five hundred dollars with interest from the 15th day of August 1882 and therefore plaintiff prays judgment against the said S. W. Van Winkle and Andrew J Richardson the said sum of five hundred dollars with interest as aforesaid

J. M. Kennedy Tol Robinson & Piper Atty for Plaintiff

State of Ohio
Putnam County ss } Lydia A. Morris being duly sworn says the facts and allegations of the foregoing petition are as she believes true.

Lydia A. Morris

Sworn to and subscribed by the said Lydia A. Morris before me this the 18th day of February A.D. 1884.

S. Sanders Notary Public Seal

Afterwards on the 14th day of April A.D. 1884, the following Demurrer was filed with the Clerk of said Court, to-wit:-

Demurrer 4341

Lydia A. Morris Plaintiff
vs.
S. W. Van Winkle et.al. Defendants

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

And now come the defendants and demur to plaintiffs amended petition and for grounds say; that said amended petition does not state facts sufficient to constitute a cause of action against them.

A. T. Carpenter Atty for Defts.

Afterwards on the 17th day of May A.D. 1884, the following Entry was made on the journal by the Clerk of said Court, to-wit:-

Entry 4341

Lydia A Morris
vs.
S. W. Van Winkle et.al.

This day this cause came on for hearing upon the demurrer of defendants to plaintiffs Amended petition and was argued by counsel and submitted, whereupon the Court being fully advised in the premises sustained said demurrer thereupon plaintiff asked and obtained leave to file a second Amended petition within thirty days and this cause was continued.

Afterwards on the 23rd day of June A.D. 1884, the following second Amended Petition was filed with the Clerk of said Court, to-wit:-

Second Amended Petition 4341

Lydia A. Morris Plaintiff
vs
Sam'l W. Van Winkle et al Andrew J Richardson Assignees of Lydia A. Morris & John W. Morris in trust for the benefit of Creditors.

Court of Common Pleas
Union County Ohio.
2nd Amended Petition.

The said plaintiff says she is a married woman being the wife of John W. Morris with whom she resides

That on the 19th day of July A.D. 1882, by deed of assignment of that date the plaintiff joined her said husband in said deed and thereby assigned to the said defendants Samuel W. Van Winkle and Andrew J. Richardson for the benefit of their creditors all of their real and personal estate under the laws of Ohio for the benefit of insolvent debtors reserving therein all right of exemptions granted under the laws of Ohio to the heads of families their wives and children. That the real estate so assigned consisted of Lots 38, 39, 42, 43, 46, & 47 in the village of Somersville in said County and a strip of land containing 2½ acres adjoining said lots in said village and described in said original petition filed in this action. all of which was occupied by said assignors at the time said deed of assignment was executed as theirs for their family, but that said real estate was at that time encumbered by a lien for the purchase money therefor against which no exemption could be legally held to an amount greater than the sum for which said real estate could be sold to-wit: said lien for the said purchase money amounted to $1600.00

That in consideration that there was no real estate of said assignors which could be held as a homestead the said assignees after they accepted said trust, to-wit, on or about the — day of July 1882 by the oaths of W. P. Gratty, N. P. Westheimer and James Cooley duly appointed by the Probate Court of said County set off and assigned to the plaintiff personal property so assigned to the said assignees to the amount and value of $500.00 and reported the same as a part of their inventory to said Probate Court. That on the 15th day of August 1882 the said assignees having obtained an order of said Probate Court authorizing them to sell said property including that set off in lieu of a homestead as aforesaid at private sale, represented to the plaintiff that it would be to her best interest to permit them to include in such sale the goods so set off in lieu of a homestead and the plaintiff relying upon their good faith then in consideration of their promise to pay to her the plaintiff the sum of five hundred dollars in money or notes on demand she the plaintiff gave her permission to them to sell said property, which agreement was reduced to writing a copy of which is attached to the original petition herein filed and a part hereof. Thereupon said assignees took possession of said property under said agreement and sold the same and reported said sale of said goods to the Probate Court of said County as having been sold and paid over to this plaintiff. That on the 3rd day of March and after said report of said assignees to the Probate Court of the sale of said goods said plaintiff made a written demand of the said assignees for said five hundred dollars as per said agreement they were bound to do and neither of them has paid this plaintiff said sum of money or any part thereof but have neglected and refused to pay her any part of the same or deliver her any notes as required by said agreement although often requested so to do. That more than a year had elapsed before the filing of the petition in this case after the appointment of said assignees and said assignees had so reported said goods as sold and paid over to the plaintiff and refused to pay the same to said plaintiff as aforesaid and by reason of said refusal as

Demurrer 4341

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aforesaid and neglect to pray said sum of five hundred dollars plaintiff has been damaged in said sum of five hundred dollars with interest from the 15th day of August 1882. Plaintiff therefore prays judgment against the said S.W. Van Winkle and Andrew J. Richardson for the said sum of five hundred dollars with interest as aforesaid. Robinson & Pierce and J.W. Kennedy Attys for Plff

State of Ohio, Union County ss } J. W. Kennedy being duly sworn says he is one of the attorneys of record of said Lydia A. Morris and that said Lydia A. Morris is a non-resident of the County of Union and is now absent therefrom and that the facts and allegations of the foregoing petition are as he believes true.

J. W. Kennedy

Sworn to and subscribed by the said J. W. Kennedy before me this the 21st day of June A.D. 1884.

J. L. Burgner Clerk, seal

Afterwards on the 9th day of September A.D. 1884, the following Demurrer was filed with the Clerk of said Court, to-wit:-

Demurrer 4341

Lydia A. Morris Plaintiff
vs.
Samuel Van Winkle et. al. Defendants

Court of Common Pleas, Union County, Ohio
Demurrer

Defendants now come and demur to plaintiffs Second Amended petition and for grounds say: that said 2nd amended petition does not state facts sufficient to constitute a cause of action.

A.T. Carpenter Atty for Defts

Afterwards on the 6th day of Oct. A.D. 1884, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry 4341

Lydia A. Morris Plaintiff
vs.
Samuel W. Van Winkle et. al Defendant

This day this cause came on to be heard upon the demurrer of the defendants to the 2nd amended petition of the plaintiff and the Court being fully advised in the premises does find for and sustain said demurrer to all of which ruling of the Court the plaintiff excepts. It is therefore considered ordered and adjudged that plaintiffs petition be dismissed at her costs taxed at $

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

Pleas before the Hon. John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord one thousand eight hundred and eighty-five. Heretofore - to-wit:- On the 17th day of Feb. A.D. 1885; the following Petition was filed with the Clerk of said Court, to-wit:-

4752 Petition

W. S. Bowers and Fremont Howe Partners as Bowers & Howe Plaintiffs
vs.
George Smith Defendant

Court of Common Pleas
Union Co. Ohio.
The Plaintiffs say this cause

comes into this Court on appeal, and that on or about the 24th day of September 1884, they recovered a judgment against one W. W. Cahill in an action before W. W. Hill, a Justice of the Peace in Claibourne township Union County, Ohio, for $42.38, costs taxed at $2.68, which judgment was not appealed from, and no bond for stay of execution thereon was given within ten days from the rendition of judgment. Whereupon said Justice, on the 4th day of October 1884, issued execution on said judgment and gave the writ to A. Harris, Constable of said township. That on the 14th day of October 1884, said Constable was about to levy said execution upon the property of said W. W. Cahill, when at the request of said Cahill said defendant George Smith, went to the store of the plaintiffs Bowers & Howe, and desired said plaintiffs to recall said execution and consent to stay of execution being entered on the docket of said Justice in said judgment against said Cahill, and he, the said George Smith, to induce said plaintiffs to recall said execution, promised and agreed that if Bowers & Howe would order the return of said execution he, Smith, would sign the undertaking on the docket of said justice for stay of execution on said judgment. And said plaintiffs, relying on said promise and agreement so made to them by said defendant Smith, thereupon ordered said Justice to recall said execution, and permit stay bail to be put by said George Smith.

And further, said plaintiffs say that said Smith told said Justice that he, Smith, would sign said stay bond, and said Justice at the request of said Smith and by the order of said Bowers & Howe, ordered said Constable on or about the 15th day of October, 1884, to return said execution, whereupon said execution was returned by said Constable unsatisfied and without any levy having been made under it.

Plaintiffs say that at the time of the return of said execution and while the same was in hands of the Constable on said 14th and 15th days of October, said W. W. Cahill, the judgment debtor, had a large amount of personal property unincumbered, not exempt from execution, on which said execution could have been levied, and would have been levied upon and sold by said constable by virtue of the said execution had not the same been recalled at the request of said Smith aforesaid, and said judgment would have been satisfied out of the proceeds of the said sale.

Plaintiffs say that said Smith neglected to perform his said promise and agreement so on said 14th day of Oct. made to said plaintiffs, and did not sign said bond for stay of execution, but after said execution had been recalled as aforesaid, Smith neglected to sign said bond, and in the meantime said Cahill after said execution had expired, and without the knowledge of the said Bowers & Howe sold and disposed of by chattel mortgage and otherwise all of his said property and left the County of Union and State of Ohio, so that he became wholly insolvent, and the said Bowers & Howe had no means of collecting their judgment from him the said Cahill.

Plaintiffs further say that they relying upon the promise of the defendant Smith, and supposing that he had so signed said bail bond, as by his agreement he was to do, took no further

Demurrer
4 7 5 2

Entry
4 7 5 2

Answer
4 7 5 2

proceedings against said Cahill, and did not know but their claim was secured by said Smith until about the 24th of November 1884, said Smith came to their store and informed them that he had not signed said bail bond, and would not sign the same for the reason that said Cahill had sold and disposed of and incumbered all his property, and was about to move from the said County and State. Wherefore Plaintiffs say that by reason of the failure and refusal of said plaintiff to perform his said agreement, and by reason of their said reliance thereon and causing said return of said execution as aforesaid, they have been injured and damaged in the sum of $42.38 and costs at $2.68, wherefore plaintiffs ask judgment for $45.38 with interest from September 24th 1884.

P. R Kerr Attorney for Plaintiffs

State of Ohio } ss.
Union County } W. S. Bowers one of the Plaintiffs being sworn says he believes the statements in the foregoing petition to be true:

W. S. Bowers

Sworn to before me and subscribed in my presence this 17th day of February 1885

J. D. Burgner Clerk

Afterwards on the 21st day of February A. D. 1885, the following Demurrer was filed with the Clerk of said Court, to-wit:-

Demurrer
4 7 5 2

Bowers & Howe Plaintiff
vs.
George Smith, Defendants
} Court of Common Pleas, Union County Ohio
Demurrer.

The defendant comes and demurs to the plaintiffs petition and for grounds of demurrer says said petition does not state facts sufficient to constitute a cause of action.

Therefore, defendant prays judgment, etc.

Robinson & Piper Attorneys for the Defendant.

Afterwards on the 17th day of June A. D. 1885, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:-

Entry
4 7 5 2

Bowers & Howe, Plaintiffs
vs.
George Smith, Defendant
} This day this cause came on to be heard upon the demurrer of defendant to the petition, was argued by counsel, and the Court being fully advised in the premises do overrule said demurrer, and thereupon the defendant asked and obtained leave to file answer in thirty days, and cause continued. Overruling of demurrer excepted to by defendant.

Afterwards on the 19th day of Oct. A. D. 1885, the following Entry was made on the journal by the Clerk of said Court, to-wit:-

Entry
4 7 5 2

Bowers & Howe Plaintiffs
vs
George Smith, Defendant
} Leave to file answer and same filed

On the 18th day of Oct. A. D. 1885, the following Answer was filed with the Clerk of said Court, to-wit:-

Answer
4 7 5 2

W. S. Bowers & Fremont Howe Partners &c.
vs
George Smith, Defendant.
} Court of Common Pleas
Union County, Ohio
The defendant says he

has no knowledge of the matters and things set-up in plaintiffs petition except-that-he admits he never has paid anything to plaintiffs by reason of their pretended loss, and that-he did not-sign said pretended docket-or docket-bail as alleged, and therefore defendant-denies all allegations of the said petition except-those specifically admitted.

III. The defendant-says he did not-promise in writing to sign the said docket-

III. That the pretended promise to sign such docket-made more than ten days after the rendition of such judgment-is without-consideration and void. Therefore, defendant-asks judgment-that-he go hence and recover of plaintiffs his costs.

Robinson & Piper and
S.S. Gardiner Attorneys for Defendant-

The State of Ohio }
Union County ss. } George Smith defendant-being duly sworn deposes and says he believes the allegations of the foregoing answer are true.

George Smith.

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

{Seal}

W. J. Rucker Notary Public

Afterwards on the 30th day of October A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Bowers & Howe, Plaintiffs
vs.
George Smith Defendant-

This day came the parties by their attorneys, and this cause came on to be tried and therefrom came a jury, to-wit: Jacob Hutchinson, Joseph Hutchinson, John Moore, J.W. Kyle, R. Mayfield, S.B. Childs, Oliver Shaw R.W. Evans J Herd A.K. Winthrow, Phillip Hawn, John Hendrix, 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 words and figures following, to-wit:-

Civil Action Verdict.

State of Ohio, Union County ss. October Term A.D. 1885.

To-wit: October 30th 1885

Bowers & Howe, Plaintiffs vs George Smith Defendant.

We, the jury in this case, being duly impaneled and sworn, do find and say that we find for the plaintiffs and assess their damages at $47.78

A.K. Winthrow, Foreman

Afterwards on the 13th day of November A.D. 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Bowers & Howe Plaintiffs
vs.
George Smith, Defendant-

This day this cause came on further to be heard upon the motion of defendant-to set-aside the verdict and grant a new trial; was argued by the counsel and submitted to the Court, and upon consideration thereof the Court-overruled said motion, wherefore it-is ordered and adjudged by the Court-that the plaintiffs recover of the defendant

the sum of forty-seven dollars and seventy-eight cents with interest from date of verdict, and recover his costs herein expended taxed to $
To all of which ruling and judgment defendant excepts, and prayed the Court to sign and seal his Bill of Exceptions and make the same a part of the Record which is accordingly done.

Afterwards on the 31st day of May A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

Bowers & Howe Plaintiffs
vs.
George Smith Defendant
Remanded from Circuit Court

4735-2

This day came the parties and the demurrer to plaintiffs petition being sustained to which plaintiff excepted and the plaintiff not desiring to file any Amended petition it is considered ordered and adjudged by the Court that the defendant go hence and recover of the plaintiffs his costs herein expended taxed to $
To all of which plaintiffs except.

Attest John Q. Burgner Clerk
By A. R. Burgner Deputy

Pleas before the Hon. John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the third Sub-Division of the Fourth Judicial District of the State of Ohio on the 25th day of October in the year of our Lord one thousand eight hundred and eighty-six. Heretofore, to-wit:-

On the 1st day of March A.D. 1886, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

John Struble Plaintiff
vs.
Fredrick Weis Rosina Weis, Leonard Calenan and Christopher Kruntz, Defendants.
Court of Common Pleas
Union County, Ohio.
Petition.

5046

The plaintiff says:- that on the 19th day of October A.D. 1885 plaintiff by the consideration of the Court of Common Pleas of Union County Ohio, recovered a judgment against the defendants Fred. Weis and Rosina Weis for the sum of Nine Hundred and Thirty-nine and 62/100 Dollars debt and $14 58/100 costs of suit as will more fully appear from the Records of said Court (Execution Docket R. page 476) which said judgment remains in full force and effect. Said judgment was obtained on a note dated Sept 30th 1873 - that on the 29th day of October 1885, the plaintiff caused execution to issue on said judgment to the Sheriff of said County commanding him to make said judgment and in pursuance thereof said Sheriff finding no chattel property subject to levy and reporting said fact; he on the 23rd day October 1885, levied on the following real estate in the County of Union and State of Ohio, being part of U. M. Survey No. 4812 bounded and described as follows: Beginning at a stone in the South East corner

of the ¼ acre lot conveyed by Wm Apples to David McCullough in in the said Survey line, thence S 37° E 53 ¼ poles to a stone in the Survey line it being the Richard Epps N. E. corner, thence S 53° W. with Epps line 130 poles to a stone in Abraham Sprains line in his N. West corner, thence N. 37° W. 53½ poles to a stone; thence N. 53° W. and with McCullough's line 130 poles to the beginning containing 48 acres more or less - which levy still subsists in full force and effect and no further proceedings have been had on said writ except its legal return - the plaintiff says said Leonard Coleman has or claims to have a mortgage on said land which if valid makes a serious encumbrance on said land, the plaintiff is informed and believes and therefore he avers that said Leonard Coleman has no valid claim on account of said mortgage and that said mortgage was executed without consideration and for the purpose of preventing the plaintiff from collecting said note on which said judgment was obtained and is void and should be set aside - The plaintiff further says the said defendants Fred Weis and Rosina Weis have no property personal or real subject to levy other than said real estate and that if said mortgage shall prove valid there is no property personal or real sufficient to satisfy said judgment. The plaintiff says said Leonard Coleman is indebted to said Rosina Weis in the sum of $337.50 her share of the money which her father John Adam Coleman requested said Leonard Coleman to pay his heirs two years after the death of said John Adam Coleman and his wife which period has not yet expired - said Leonard Coleman is liable to pay said sum at the end of said two years - The said Christopher Kuntz is indebted to the said Rosina Weis by note or on account for money loaned - the plaintiff asks that said persons be made defendants and that each set forth his claim on said lands and that the Court on final hearing decree the sale of said land to pay said judgment and that said mortgage may be set aside and that said Leonard Coleman and said Christopher Kuntz be ordered to pay the amounts owing by them as aforesaid to the satisfaction of the plaintiffs said judgment and for all such further relief as law and equity may require.

A. T. Carpenter Atty. for Pltff.

The State of Ohio }
Union County ss. } John Struble the plaintiff being sworn says the facts stated in his foregoing petition are true as he verily believes

John Struble

Sworn to by John Struble before me and signed by him in my presence this 1st day of March 1886.

J. D. Burgner, Clerk.

To the Clerk:-

Precipe

Issue summons returnable according to law.

Indorse: Action for Equitable Relief

A. T. C.

On the 1st day of March A. D. 1886, the following Summons was issued by the Clerk of said Court, to-wit:-

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Demurrer 5-0 4 6

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Entry 5-0 4 6

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Summons 5046

The State of Ohio, Union County, ss.

Summons.

To the Sheriff of the County of Union, Greeting:-
We command you to notify Frederick Weis, Rosina Weis Leonard Coleman and Christopher Kuntz that they have been sued by John Struble in the Court of Common Pleas of Union County, and that unless they answer by the 3rd day of April A.D. 1886, the petition of said plaintiff, John Struble against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 15th day March A.D. 1886.

Witness my hand and the seal of said Court, this 1st day of March A.D. 1886. {Seal}

J. L. Burgner Clerk.

Andorsed: An action for Equitable Relief. A.H. Carpenter Plaintiff's Atty.

Said Writ returned and filed March 2nd 1886, endorsed as follows, to-wit:-

The State of Ohio, Union County, ss.

Sheriff's Return

Received this writ March 1st A.D. 1886, at 4 o'clock P.M. and pursuant to its command, on the 2nd day of March A.D. 1886 I served the same by delivering a true copy of the within summons with the endorsements thereon to the within named defendants Frederick Weis, Rosina Weis, Leonard Coleman and Christopher Kuntz. — Service 90, Mileage 1.92 Copy 80 Total $3.62

Marion Hopkins Sheriff, per H.T.H.

Afterwards on the 24th day of March A.D. 1886, the following Demurrer was filed with the Clerk of said Court, to-wit:-

Demurrer 5046

John Struble, Plaintiff
vs.
Frederick Weis, Rosina Weis, Leonard Coleman and Christopher Kuntz, Defendants

Court of Common Pleas
Union County, Ohio.
Demurrer.

Now come the defendants and demur to the petition of the plaintiff for the following cause, to-wit:-

I. The petition does not state sufficient facts to constitute a cause of action against the several defendants.

II. The Separate causes of action against the several defendants are improperly joined

IIII There is a misjoinder of parties defendant.

A.H. Kollefroth & J.M. Kennedy Attys for Defts.

Afterwards on the 3rd day of June A.D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry 5046

John Struble, Plaintiff
vs.
Frederick Weis et. al Defendants

This day this cause came on to be heard upon the demurrer of the defendants to the petition of the plaintiff and was argued by Counsel on consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well taken.

It is therefore considered and adjudged by the Court that said demurrer be and the same is hereby overruled, to which said judgment of the Court the said defendants except, and defendants are given 30 days from the rising of the Court to file answer.

Afterwards on the 6th day of August A.D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:-

John Struble, Plaintiff
vs.
5046
Fredrick Weis, Rosina Weis, Leonard Coleman & Christopher Kuntz, Defendants

Court of Common Pleas
Union County, Ohio
Answer of Rosina Weis & Fredrick Weis

Answer of Rosina & Fredrick Weis

Now come the defendants Fredrick Weis and Rosina Weis and for their separate answer say: that they admit that the plaintiff obtained a judgment against them as stated in the plaintiff's petition. But deny that the said Leonard Coleman or Christopher Kuntz were indebted to these defendants either at the commencement of this action or at the date of the action of this plaintiff upon the note upon which he obtained a judgment against said Fred Weis and Rosina Weis for said sum of $939.67 as stated in his petition

Further answering the said Rosina Weis says that she was the daughter of Maria Barbara Coleman that on the 20th day of Feb. A.D. 1884, said Maria Barbara Coleman made a certain will by which she disposed of all her real and personal property, that said will was duly probated on the 24th day of April A.D. 1884, in the probate Court of Union County, Ohio. That by the terms of said will there was set off as a fund for the benefit of the said Rosina Weis during her natural life the sum of $1600.- and it was also further provided by said will that said Executor should invest the same in the said lands described in the plaintiff's petition for the use and benefit of said Rosina Weis during her natural life, and after her death to the heirs of said Rosina Weis, that said Executor of said will, the Co-defendant herein Leonard Coleman proceeded under and by virtue of the authority of said will and paid off the debts on said real estate and invested said Sixteen Hundred Dollars as directed in said will in said real estate, and to secure himself against loss therein took a mortgage back from the said defendants Rosina Weis and Fredrick Weis, which is the mortgage refered to in the plaintiffs petition. Defendants Rosina Weis and Fredrick Weis therefore deny that they have any interest in said real estate except the life estate in said Rosina Weis. They therefore ask to go hence without day and recover their costs herein expended

Kennedy & Kollefrath Atty. for Plaintiff

State of Ohio
Union County, ss. } Rosina Weis being duly sworn says the facts and allegations of the foregoing answer are as she believes true.

Rosina Weis

Sworn to and subscribed by the said Rosina Weis before me this the 26th day of June A.D. 1886.

Wm Smith J. P.

Afterwards on the 6th day of August A.D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:-

John Struble Plaintiff
vs.
5046
Fredrick Weis, Rosina Weis, Leonard Coleman & Christopher Kuntz, Defendants

Court of Common Pleas
Union County Ohio.
Answer of Christopher Kuntz.

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Answer of Christopher Kuntz

one of the defendants and by way of answer says that he denies that he was indebted to the said Rosina and Fredrick Weis in any sum or amount at the time or since this action was brought.

Kennedy & Kollefrath Attorneys for Defendants

State of Ohio
Union County ss } Christopher Kuntz being first duly sworn according to law says the facts contained in the foregoing answer are true as he verily believes.

Christopher Kuntze

Sworn to by the said Christopher Kuntz before me this 26" day of June 1886.

Wm Smith J.P.

Afterwards on the 13" day of Aug. 1886, the following Answer of Leonard Coleman was filed with the Clerk of said Court, to-wit:-

John Stuble, Plaintiff
vs.
Fredrick Weis, Rosina Weis, Leonard Coleman and Christopher Kuntz, Defendants

5046

Court of Common Pleas of Union County Ohio.

Separate Answer of Leonard Coleman.

Answer of Leonard Coleman

Now comes Leonard Coleman one of the above named defendants and for his separate answer says that he denies that he is indebted to the said Rosina Weis and Fredrick Weis or was indebted to them or either of them at the commencement of this action, or at the commencement of the action referred to in the plaintiffs petition upon which he obtained a judgment for $939.62 against the said Fredrick and Rosina Weis. Further answering the said defendant says that he is the Executor of the last will and testament of Maria Barbara Coleman deceased, that on the 20" day of February A.D. 1884 said Maria Barbara Coleman made her will by the terms of which said Leonard Coleman was selected as Executor of said will that on the 24" day of April said will was duly probated by the Probate Court of Union County, Ohio. By the terms of said will said Executor was directed to pay off the debts and encumbrances on the the real estate described in plaintiffs petition with the money set off for the use of Rosina Weis and it was also further provided as follows, to-wit:- that said Rosina Weis should have the use and occupancy of said real estate during her natural life. then the same to go to her children. That in pursuance of said provision of said will said Executor paid on said lands the sum of $1600.00 the same being the amount set forth in said will to pay the indebtedness on said lands: and to secure himself against loss, and to protect the owners of the fee in said real estate under the provisions of said will he took back to himself in trust from said Fredrick Weis, Rosina Weis a mortgage deed of the date of January 20" 1885, the conditions of said mortgage is as follows: "That if the said Rosina Weis " her husband Fredrick Weis shall pay or cause to be paid the " heirs of Rosina Weis the sum of money devised and bequeathed " and given to them by the will of their Grand mother Maria " Barbara Coleman now deceased, and the interest on the " same at the termination of the life estate of said Rosa Weis " who by the terms of said will has a life estate in the use of "

"said sum of money to be intrusted in the above described lands"
" and keep and save the said Leonard Coleman harmless as "
" the Executor of the estate of Maria Barbara Coleman deceased for"
" said sum of $1600.00 so advanced and paid to them out of said"
" trust fund so credited by the will of said Maria Barbara Coleman"
" and which money is the money and estate of the heirs of said"
" Rosina Weis, then this obligation to be void otherwise to be and "
" remain in full force and virtue in law. "

Said Leonard Coleman further says said mortgage was taken and executed for the purpose only of protecting said executor and and the heirs of Rosina Weis against loss.

The defendant Leonard Coleman asks to go hence and recover his costs herein expended.

Kennedy & Kollefrath Attorneys for Defendants

The State of Ohio
Union County ss. } Leonard Coleman being duly sworn says the facts contained in the foregoing answer are as he believes true

John L. Kuhlman

Sworn to and subscribed before me by the said Leonard Coleman this the 7th day of August A.D. 1886

Andrew S. Mowery Notary Public, Union Co. O.

Afterwards on the 8th day of November A.D. 1886 the following Reply was filed with the Clerk of said Court, to-wit:-

John Struble Plaintiff
vs.
Fred Weis et-al. Defendants

Reply
5-046

State of Ohio, Union County
Court of Common Pleas
Reply

And now comes the said John Struble and for reply to the answer of Leonard Coleman says that he denies the allegations in said answer in reference to said will and that said mortgage is a valid mortgage as against the judgment of plaintiff and he denies that said Coleman had any authority by the terms of the said will mentioned in his answer to take a mortgage or to pay out $1600.00 but plaintiff says that he believes that said mortgage was made for the express purpose of hindering and delaying him in the collection of his said judgment, and he denies that said mortgage has any consideration whatever to support it.

T. B. Fulton Attorney for Plaintiff

The State of Ohio
Union County ss. } John Struble being first duly sworn according to law says the facts stated and allegations in his foregoing reply are true as he believes.-John Struble.

Sworn to before me and subscribed in my presence this 8th day of November 1886.

J. Q. Burgner Clerk.

On the 8th day of November A.D. 1886, a Reply was filed with the Clerk of said Court, which reads as follows, to-wit:-

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5-046

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Reply

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John Struble Plaintiff
vs.
Fred Weis, et.al. Defendants.

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

And now comes the said John Struble and for Reply to the answer of Fred Weis and Rosina says that he denies the allegations in said answer in reference to said will and that any valid mortgage has been made by Rosina Weis and Fred Weis to Leonard Coleman, but he says that said mortgage has been made without any consideration to support the same and that the said executor had no power under the will to receive the same, and the said plaintiff says that he believes that the same was made for the express purpose of preventing him from collecting his said judgment and for the said reasons he claims that the said mortgage is absolutely void as against plaintiffs judgment.

J. B. Fulton Attorney for Plaintiff

The State of Ohio }
Union County, ss. } John Struble being first duly sworn according to law says the facts stated and allegations of his foregoing reply are true as he believes.

John Struble

Sworn to before me and subscribed in my presence this 8th day of November A. D. 1886.

J. L. Burgner Clerk

Entry

Afterwards on the 20th day of November A. D. 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

John Struble Plaintiff
vs.
Fredrick Weis, Rosina Weis, Leonard Coleman et al Christopher Kuntz, Defendants

This day came on this cause to be heard by the Court on the pleadings and evidence and arguments of Counsel. Whereupon the Court being fully advised in the premises do find for plaintiff as to his obtaining of the judgment alleged but find for the defendant Christopher Kuntz that he is not and was not at the commencement of this action indebted to said Rosina Weis in any sum whatever and the Court find in favor of said Leonard Coleman as trustee for the children of Rosina Weis that the mortgage in said petition mentioned was for a valid consideration and is a valid lien on said land in the petition mentioned for Sixteen hundred dollares due to him as trustee at the death of Rosina Weis without interest and further find that said Leonard Coleman was at the commencement of this suit and still is indebted to said Rosina Weis in the sum of three hundred and eight 1/3 dollars due the 7th day of March 1887 without interest for her share of the money agreed by said Leonard Coleman with his father as shown in the deed to said Leonard Coleman by his father for the Home farm as shown in Record of Deeds of this County Vol. 36 page 201. It is therefore considered, ordered and adjudged by the Court that said Christopher Kuntz go hence without day and recover of the plaintiff his costs taxed at $ and further that said plaintiff recover of said Leonard Coleman said sum of $308 1/3 coming to said Rosina Weis in the manner aforesaid found, to be paid to plaintiff March 1887 to be applied as a credit on

3-0 4 6

the said judgment due plaintiff from the said Rosina Weis and in default of such payment by him on the 7th day of March 1887, that execution issue against him and further that the said lands be sold to pay the liens aforesaid thereon and for that purpose, and if said defendants fail for five days to pay said judgment rendered in favor of the plaintiff against said Fred Weis and Rosina Weis mentioned in said petition that an order of sale issue to the Sheriff of this County who is appointed Special master for that purpose, commanding him to appraise advertise and sell said lands in the petition described according to law and the proceeds bring into Court for distribution.

This decree not to affect any claim which plaintiff may have on any indebtedness by said Leonard Coleman as Administrator of the estate of Maria Barbara Coleman deceased to Rosina Weis.

And the plaintiff gives notice of his intention to appeal to the Circuit Court as to the said decree affecting said mortgage, and the Court fix his Appeal Bond at $100.00

And the said Leonard Coleman gives notice of his intention to appeal from the decree against him as to said $308⅓ and the Court fix his Appeal Bond at $100.00

Attest John D. Burgner Clerk.
By A. R. Burgner, Deputy

Pleas before the Hon. John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 11th day of September in the year of our Lord one thousand eight hundred and eighty-two.

Heretofore, to wit:- On the 10th day of September A.D. 1881, a Petition was filed with the Clerk of said Court, which reads as follows, to-wit:-

Petition

Andrew McNeil, Plaintiff
vs.
James B. Whelpley, James T. Mahaffey
Nathan Howard-Board of
Commissioners of Union County-
A. S. Mowrey-Defendants.

Court of Common Pleas
Union County, Ohio.

3890

The said Andrew McNeil plaintiff complains of the said defendants and says, that the said County Commissioners on the petition of James Wells and others have ordered the construction of a ditch, to be called "Fulton Creek Ditch No 7"- beginning at a stake in the land of George M. McPeck at or near the part of intersection of Fulton Creek (officially known as Ditch No. 8) with the line of the lands of John H. Sterling and said George M McPeck, thence with the general course of said Fulton Creek (or Ditch No 8) thence to the lower line of John A Penn's land a distance of about six miles at a cost of about $4000.00. Providing for clearing widening deepening the said creek so as to secure the free and uninterrupted flow of said water the entire length of said ditch, or said Fulton Creek

Praecipe

3890

That-such proceedings have been had, that the Commissioners examined and find said improvement to be necessary" and the appointed engineer has filed his report, with a tabular statement of the apportionment as made by him. The plaintiff says that he is the owner of the tracts of land assessed to-wit: No. 10 - as marked in said tabular statement one of said tracts contains fifty two acres and the other seventy eight acres and the said two tracts are assessed in said report as follows:
Lineal feet to be dug four hundred and fifty.
No of Cubic yards eight hundred and forty three.
Shown by estimated cost of Construction $63.63 Estimate cost of location $5.50

The plaintiff further said proposed ditch or creek does not touch his land. that its construction will be of no benefit to him or his said land for the purposes of drainage or any other purpose whatever. The plaintiff says that he had and still has a ditch through his said lands, which he helped to construct which was of ample capacity to drain his said lands, and he needs no other ditch for any purpose. And he says that the proposed assessment on his said lands will do gross injustice to him; and will require him to pay money without deriving any benefit to him therefrom. Plaintiff says he appeared before the Board of Commissioners on the 8th day of August 1881 and filed exceptions to said appointment, but the said Commissioners would not reduce his apportionment below the amount above named

The plaintiff says that said Commissioners have ordered said ditch to be constructed under said apportionment and are about to proceed with the construction thereof; and let out the contract for the same and to order the cost of said location and construction to be entered upon and assessed against him and his said lands on the Auditors Duplicate of Union County. The plaintiff therefore prays that said apportionment be set aside and held for naught and declared void so far as the same affects his said lands and that the said Board of County Commissioners and the said Andrew H. Mowery engineer be restrained by the order and injunction of this Court from any further proceedings to sell out or let the job of constructing any portion of said ditch based upon the said apportionment on the said lands of the plaintiff, and to restrain the said defendants from all further proceedings to assess or collect any tax from the plaintiff on his said lands for the purpose of aiding in the construction of said ditch

And for such other and further relief as may be just and equitable

P. B. Cole & Son Attorneys for Plaintiff

State of Ohio
Union County ss. } Andrew Mc Neil being sworn says the facts stated and allegations in his foregoing petition are true.

Andrew Mc Neil.

Sworn to and subscribed before me this - day of September 1881
H. M. Wright Justice of the Peace.

To Clerk:-

Praecipe

Issue a Summons on the within petition returnable according to law. - Equitable Relief.-

Coles Attys for Plff

3890

On the 10th day of September A.D. 1881, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons 3890

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

We command you to notify James B. Whelpley, James T. Mahaffy and Nathan Howard Commissioners of Union County Ohio and A.S. Mowry that they have been sued by Andrew Mc. Neil in the Court of Common Pleas of Union County, and that unless they answer by the 8th day of October A.D. 1881, the petition of the said Andrew Mc. Neil against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 19th day of September A.D. 1881.

Witness my hand and the seal of said Court, this 10th day of September A.D. 1881

Seal

W. M. Winget, Clerk

Endorsed: For action for Equitable Relief. Coles Plaintiffs Attorneys

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

The State of Ohio } Sheriff's Return.
Union County, ss. } Received this Writ Sept 10th A.D. 1881, at 10 o'clock P.M. and pursuant to its command, I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 17th day of Sept. 1881. — Service 75; Mileage 3.20, Copy 8.0, Total 84.75

John Hobensack Sheriff

Afterwards on the 13th day of October A.D. 1881, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry 3890

Andrew Mc. Neil, Plaintiff
vs
Commissioners of Union Co. O. Defendants

On motion leave is granted by the Court to the defendants to plead within thirty days from the rising of the Court.

Afterwards on the 9th day of January A.D. 1882, the following Demurrer was filed with the Clerk of said Court, to-wit:-

Demurrer 3890

Andrew Mc. Neil, Plaintiff
vs.
James B. Whelpley et. al Commissioners of Union County, Ohio, Defendants

Court of Common Pleas
Union County, Ohio.

Now come the defendants by their Attorney and demur to the petition of the plaintiff for the following reasons
I That the petition does not state facts sufficient to constitute a cause of action in this, to-wit:- the plaintiff does not aver in his petition that an appeal was taken from the final order or judgment of the Commissioners as required by the statute in such case made and provided
II That the plaintiff does not aver in his petition that any exceptions were made or filed to the final order of the Commissioners
III The plaintiff does not aver in his petition that the proceedings of the Commissioners were in any way irregular or void

R. L. Woodburn Atty for Defts

Afterwards on the 6th day of February A.D. 1882, the following

Entry 3890

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Supplemental Petition 3890

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Entry was made on the Journal by the Clerk of said Court, to-wit:-

Andrew McNeil

vs.

Commissioners of Union Co.

Entry

3890

This cause being heard on the demurrer to the petition, the Court does on consideration over rule the same, which ruling was excepted to by the defendants and on motion the defendants are allowed to answer within thirty days from the rising of the Court.

Afterwards on the 9th day of May A.D. 1882, the following Supplemental Petition was filed with the Clerk of said Court, to-wit:-

Andrew McNeil Plaintiff

vs.

The Board of County Commissioners of Union County, Ohio, A.S Mowrey and W.M. Liggett County Treasurer, Defendants

Supplemental Petition

Common Pleas
Union County
Ohio

Supplemental Petition

3890

Now comes the said plaintiff and files this his Supplemental petition and says, that since the filing of the original petition in this case the plaintiff has been compelled to & has paid to the said Treasurer of Union County Ohio of the assessments referred to in the petition herein the sum of $1.27 that he was compelled to make said payment by the same having been placed on the Treasurers Duplicate of said County, and said Treasurer refusing to receive the other taxes and assessments thereon against him without said assessments being also paid.

He made said payment on the 17th day of December 1881 under protest for the reasons set forth in the petition. The plaintiff asks therefore that said County Treasurer be made a party herein, and on final hearing be ordered to refund to plaintiff the said amount so paid by him under protest as aforesaid and interest thereon, or such other sum as may be by the Court considered equitable and such other or further relief as the case may require.

P.B. Colet Son Attorneys for Plaintiff

State of Ohio
Union County } Andrew McNeil being sworn says the facts stated and allegations in his foregoing pleading are as he believes true.

Andrew McNeil.

Sworn to and subscribed before me this 9th day of May 1882

J. D. Burgner Clerk

Afterwards on the 24th day of May A.D. 1882, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Andrew McNeil

vs.

James B. Whelpley et.al.

Entry

3890

Now come the parties by their Attorneys and by agreement this cause is continued till the next term of this Court with leave for the defendants to answer within thirty days from the rising of the Court.

Afterwards on the 12th day of September A.D. 1882, an Answer was filed with the Clerk of said Court which reads as follows, to-wit:- (over)

Andrew Mc. Neil Plaintiff
vs.
James B. Whelpley, James St. Mahaffy
Nathan Howard - Board of
Commissioners Union Co. and
A. S. Mowrey. Defendants.

Court of Common Pleas.
Union County, Ohio.

Answer

3890

Now comes J. B. Whelpley and for answer of the defendants to the plaintiffs petition say they admit that said Commissioners established said ditch and made the assessments as alleged and they ordered said ditch to be considered under said apportionment - and admits the plaintiff owns the fifty-two acre tract of land and was assessed on said fifty-two acres $ but deny all the other allegations of said petition.

III. The defendants say all of said proceedings to establish and construct said ditch was regular and lawful and the plaintiff had due notice thereof and made and filed remonstrances and objections for himself and others and took no steps to appeal from said order nor to take exceptions thereto nor in any other way to set aside said order and the same remains in full force and effect conclusively binding upon the plaintiff.

R. L. Woodburn Attorney for Defendant

State of Ohio
Union County ss. } J. B. Whelpley being duly sworn says that the facts stated and allegations in the foregoing answer are true as he verily believes.

Jas. B. Whelpley.

Sworn to and subscribed before me this 9th day of September A. D. 1882.

A. H. Beightler Notary Public

Afterwards on the 3rd day of October A. D. 1882 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Entry

3890

Andrew Mc. Neal
vs.
J. B. Whelpley et. al.

This day came the parties by their attorneys and by consent of parties Wm. M. Liggett Treasurer of Union County is made party defendant and his appearance entered hereto. And thereupon this cause came on to be heard on the pleadings and evidence. Whereupon the Court being fully advised in the premises do find for the defendants Wherefore it is ordered decreed and adjudged by the Court that the plaintiffs petition be and the same hereby is dismissed at the costs of the plaintiff and the Court order that the plaintiff within 30 days from the rising of this Court pay the costs of this suit and in default thereof that execution issue for the same. And thereupon the plaintiff gave notice of his intention to appeal to the District Court and the Court fix the Appeal Bond at $100.00

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

Petitions

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Pleas before the Hon. John A. Price, judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, on the 11th day of September in the year of our Lord one thousand eight hundred and eighty-two. Heretofore - to wit :-

On the 9th day of September A.D. 1881, the following Petition was filed with the Clerk of said Court, to-wit

William Mc. Hinnis Plaintiff

vs.

Petition

James B. Whelpley, James T. Mahaffy Nathan Howard Board of County Commissioners of Union County Ohio and A.S. Mowrey Defendants

Court of Common Pleas Union County.

3889

The plaintiff says, that the said County Commissioners on the petition of James Wells and others have ordered the construction of a ditch called Fulton Creek Ditch No 77 beginning at a stake in the line of George W. Mc. Peck at or near the point of intersection of Fulton Creek, (officially known as ditch No. 8.) with the line of the lands of John H. Sterling and said George Mc. Peck, thence with the general course of said Fulton Creek or ditch No. 8 to the lower line of Joshua Penn's land a distance of about eight miles at a cost of about $4000 00 providing for clearing, widening and deepening said creek so as to secure the free and uninterrupted flow of said water the entire length of said ditch, on said Fulton Creek, that such proceedings have been had that said Commissioners have declared and found said improvement to be necessary and the appointed engineer has filed his report with a tabular statement of the apportionment of costs and expenses of locating and constructing the same as made by him. - Said new ditch is known as Fulton Creek Ditch No. 77.

The plaintiff says that he is the owner of one of the tracts of land so assessed. to-wit : Section No. 13 as shown in said tabular Statement being 170 acres in Survey No 12. 124 in said County of Union, and the said tract is assessed on said report as follows.

Lineal feet to be dug- 225.
No. of Cubic yards 436.
Cost of construction (estimated) - - - - - - $43. 60
Cost of location and superintendance (estimated) 2. 50
Said ditch as located and ordered is to be 20 feet wide at top and —— feet deep. Plaintiff further says said ditch or creek as proposed does not touch his said land; that its construction will be of no benefit to him or his land for drainage or any other purpose whatever, the said proposed ditch is at least 80 rods from the nearest part of his land, that he had and still has a ditch which serves all his needs for drainage of his said land; and said proposed ditch is wholly unnecessary to his land and he does not need it for any purpose - And he says that the proposed assessment on his lands will do gross injustice to him and would require him to pay money without deriving any benefit therefrom. Plaintiff says he filed exceptions to said apportionment

and the amount thereof was reduced by said Commissioners to $34.30. But he says there ought to be no assessment whatever against him or his said land for said ditch as no benefit will be derived to him or his land from said ditch, and the public benefits if any derived from said proposed ditch not extend so far as his land.

Said Commissioners refused to remove said assessment or withdraw the same. And have now ordered the said engineer to sell out the job of constructing the same under said apportionment.

Plaintiff says that said Commissioners are threatening and about to cause the construction of said ditch to be proceeded with under said apportionment, and at his expense for said portion of it apportioned to his said land, and are preparing and threatening to let the job of constructing the same, and to order the work of said location and construction to be entered of and assessed against him and his said land on the Auditors Duplicate.

Plaintiff therefore asks that said apportionment may be set aside and held for naught and declared void as to his said land; and that said defendants may be restrained by the order of the Court from all further proceeding to assess his said lands for said ditch and for such other and further relief as may be just.

P. B. Cole & Son Attys for Plaintiff

State of Ohio } ss
Union County } William McGinnis being sworn says that the facts stated and allegations in his foregoing petition are true.

Wm McGinnis

Sworn to and subscribed before me this day of September 1881

W. M. Winget Clerk
By W. E. Winget Deputy

Praecipe. To Clerk:-

Issue a summons against the defendants above named, returnable according to law

Sept 8th 1881.

P. B. Cole & Son Atty for Pltff

Afterwards on the 9th day of Sept. A. D. 1881 the following Summons was issued by the Clerk of said Court, to-wit:-

Summons. The State of Ohio
Union County, ss

Summons.

To the Sheriff of the County of Union Greeting:

3889 We command you to notify James B. Whelpley, James T. Mahaffy Nathan Howard Board of Commissioners of Union County Ohio and A. S. Mowrey that they have been sued by William McGinnis in the Court of Common Pleas of Union County, and that unless they answer by the 8th day of October A. D. 1881 the petition of the said William McGinnis against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 19th day of Sept. A. D. 1881

Witness my hand and the seal of said Court, this 9th day of September A. D. 1881.

Seal

W. M. Winget Clerk
By W. E. Winget Deputy

Said Writ returned and filed September A. D. 1881, endorsed as follows, to-wit:-

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Entry 3889

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The State of Ohio
Huron County, ss. } Sheriffs Return.

Received this Writ September 9th A.D. 1881, at 2 o'clock P.M. and pursuant to its command, I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 17th day of September 1881. — Service 75-, Mileage 3.20, Copy 80 Total $4.75 —

John Hohensack Sheriff.

Afterwards on the 13th day of October A.D. 1881, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

William Mc. Ginnis
vs.
James B. Whelpley et.al.

Entry
3889

On motion leave is granted by the Court to the defendants to plead within thirty days from the rising of the Court.

Afterwards on the 9th day of January A.D. 1882, the following Demurrer was filed with the Clerk of said Court, to-wit:-

William Mc. Ginnis
vs.
James B. Whelpley et.al.

Demurrer
3889

Court of Common Pleas Huron County Ohio
Demurrer

Now come the defendants by their Attorney and demur to the petition of the plaintiff for the following reasons to-wit that the petition does not state facts sufficient to constitute a cause of action in this to-wit:

I. The plaintiff does not aver in his petition that an appeal was taken from the final order or judgment rendered by the Commissioners as required by the statute in such case made and provided

II. That the plaintiff does not aver in his petition that any exceptions were made or filed to the final order of the Commissioners.

III The plaintiff does not aver in his petition that the proceedings of the Commissioners were in any way irregular or void.

R. L. Woodbury Atty for Plaintiff

Afterward on the 6th day of February A.D. 1882, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

William Mc. Ginnis
vs.
James B. Whelpley et.al.

Entry
3889

This cause being heard on the Demurrer to the petition, the Court does on consideration over rule the same; which ruling was excepted to by the defendants - And on motion the defendants are allowed to answer within thirty days from the rising of this Court.

Afterwards on the 24th day of May A.D. 1882, the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

William Mc. Ginnis
vs.
James B. Whelpley et.al.

Entry
3889

And now come the parties by their Attorneys - and by agreement this cause is continued till the next term of this Court, with leave for the defendants to answer within thirty days from the rising of the Court.

Answer

3889

Afterwards on the 12th day of September A.D. 1882, the following Answer was filed with the Clerk of said Court, to-wit:

William McGinnis
vs.
James B. Whelpley et.al.

Court of Common Pleas, Union County Ohio.

Answer

J. B. Whelpley for Answer of the defendants says they admit that said Commissioners established said ditch and made the assessments as alleged and they ordered said ditch to be constructed under said apportionment and admits the plaintiff owns the land described and was assessed as alleged but denies all the other allegations of said petition.

The defendants say all of said proceedings to establish and construct said ditch were regular and lawful and the plaintiff had due notice thereof and made and filed remonstrances and objections for himself and took no step to appeal from said order nor to take exceptions thereto nor in any other way to set aside said order and the same remains in full force and effect conclusively binding upon the plaintiff.

R. L. Woodburn Attorney for Defendants

State of Ohio
Union County ss.

J. B. Whelpley being duly sworn says that the facts stated and allegations in the foregoing answer are true as he verily believes.

Jas. B. Whelpley.

Sworn to and subscribed before me this 5th day of September A.D. 1882.

A. W. Beightler Notary Public

Reply

3889

Afterwards on the 26th day of Sept. A.D. 1882, the following Reply was filed with the Clerk of said Court, to-wit:-

William McGinnis
vs.
James B. Whelpley et.al.

Court of Common Pleas, Union County, Ohio.

Reply

Plaintiff now comes and for reply to defendants Answer, say he denies that the proceeding therein alleged were regular or lawful, and denies the allegation that he took no steps to to take exceptions thereto or set the same aside, and says that he did except in writing to said assessment and his exceptions were overruled by the Commissioners, and that he then commenced this action to set said assessment aside and has done every thing the law allows to get rid of said assessment and he denies each and every allegation to the contrary contained in said answer.

P. B. Cole & Son Attys for Pltff.

State of Ohio
Union County ss.

Wm. McGinnis being sworn says the facts stated and allegations in his foregoing Reply are as he believes true.

Wm. McGinnis.

Sworn to and subscribed before me this 26th day of Sept 1882

Seal

J. A. Burgner Clerk

Afterward on the 3rd day of October A.D. 1882, the following Entry was made on the Journal by the Clerk of said Court. to-wit:-

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Entry

3889

William Mc Ginnis Plaintiff
vs.
James B. Whelpley et al. Defendant

This day came the parties by their attorneys and by consent of parties Wm M. Liggett Treasurer of Union County is made a party defendant and his appearance entered, and thereupon this cause came on to be heard and the pleadings and evidence. Whereupon the Court being fully advised in the premises do find for the defendants

Whereupon it is ordered, decreed and adjudged by the Court that the Plaintiffs petition be and the same is hereby dismissed at the costs of the plaintiff. And the Court order that the plaintiff within 30 days from the rising of this Court pay the costs of this suit and in default thereof that execution issue for the same And thereupon the plaintiff gave notice of his intention to appeal to the District Court and the Court fix the Appeal Bond at 100^{00}

Attest: J. D. Burgner Clerk
By A. R. Burgner Deputy

Pleas before the Hon John A Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union of the third Subdivision of the Tenth Judicial District of the State of Ohio, on the 22nd day of February in the year of our Lord one thousand eight hundred and eighty-six. Heretofore, to-wit:-

On the 2nd day of October A.D. 1885, a Petition was filed with the Clerk of said Court which reads as follows, to-wit:-

Petition

4914

Millie C. Kline, Plaintiff
vs.
Daniel L. Kline, Defendant

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

Plaintiff says she has been a resident of the State of Ohio, for more than a year last past and is now a resident of Union County, Ohio. That on the second of August A.D. 1877 she was married to the defendant Daniel L. Kline. That at and prior to that time the plaintiff had been married to one Naurascalor P. Ruggles to whom she was lawfully married on the 16th day of September A.D. 1850, and with whom she lived until the month of February 1876 that said Ruggles had become so intemperate and in the habit of becoming intoxicated that she was unable to live with him, when said N. P. Ruggles abandoned her in the city of Cincinnati Ohio, where she had moved with him from N. Y. city. That a short time prior to her purposed marriage to the defendant Daniel L. Kline, she received a letter from some to her unknown person that said N. P. Ruggles her former husband was dead and for that reason, considering him dead she consented to marry the defendant Daniel L. Kline. That she has always conducted herself toward the said defendant as a faithful and obedient wife believing herself lawfully married to him up to December A.D. 1884 when by reason of the gross neglect of the defendant she was compelled to go out and make her own living. That said Kline had been neglecting and failing to provide for the plaintiff for more than three

years prior thereto with suitable or comfortable clothing or sufficient food to supply the necessary wants of the plaintiff and that she had been through said neglect driven from the home of said Daniel L. Kline and was compelled to go out and make her own living during the winter of 1883 & 1884. That prior to this and as a part of said neglect she has been very sick and that said defendant had failed to provide her with the necessary food, care or medical attendance, and that she had been compelled to and did suffer for the wants of the same. Plaintiff further says that the defendant has been guilty of gross neglect of duty and extreme cruelty toward the plaintiff, in this to-wit:- that after the plaintiff had been compelled to go out and make her own living she wrote said Kline several letters in which she addressed him as her husband and that after she went East on business relating to her estate said Kline visited where she had been staying in Marysville Ohio, and scandalized the plaintiff exhibited her letters to strangers and called her crazy, all for the purpose of injuring her reputation and destroying her means of making a living. He well knew at the time that said statements were false and injurious to the plaintiff and detrimental to her in her efforts to make herself a living and for the purpose of injuring her. that since she has been compelled to leave the said Kline she has learned from Nancy Ruggles the only living sister of Van Rander P. Ruggles her former husband that said Ruggles had written her (his sister) a letter in the month of December A D. 1877, stating that he was then on his way to New Orleans Louisiana and hence was alive at the date of her supposed marriage to said Kline and subsequent to the plaintiff receiving the above named letter from said unknown party stating her husband was dead, and since learning said fact of her former husband being alive at the time of her supposed marriage to said Kline she has not seen said Kline nor in any manner recognized him as her husband. The plaintiff therefore prays that upon the final hearing of this petition said supposed marriage may be set-aside and held for naught and that she be divorced from said defendant and restored to the former name of Millie C. Ruggles and for all proper relief in the premises.

Millie C. Kline by
Wm T. Crookes Atty. for Plaintiff

To the Clerk:-

Issue Summons and copy of the petition in this action for Daniel L. Kline directed to the Sheriff of Franklin Co. Ohio
Indorsed: Decree for Divorce and cancellation of marriage asked for.
W. T. Crookes Atty. for Plaintiff.

Entry
9 14

On the 27th day of Nov. A.D. 1885, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons
49 14

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

You are commanded to notify Daniel L. Kline that Millie C. Kline 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, and asking that she be divorced from him and that their said marriage contract be cancelled and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 7th day of December 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 27th day of Nov. A.D. 1885. J. D. Burgner Clerk.

Seal

Indorsed: Summons in Action for Divorce and Cancellation of marriage Contract. Said writ returned and filed Dec. 9th 1885. W. T. Hoopes Attorney.

Indorsed as follows, to-wit

The State of Ohio, Franklin County ss.

Received this writ on the 28th day of November A.D. 1885, and on the 5th day December A.D. 1885, I served the within named defendant David L Kline by leaving a true copy thereof with the endorsements thereon, together with a certified copy of the petition for divorce in this case at his usual place of residence. Service 2.0 - Service on Pet 3.0, Copy 2.0 mileage 48, mileage on pet. 48. Docket 25, Postage 4 Total $2.05

Louis Heimmiller Sheriff
By A. L. Northlich Deputy

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

Entry 4914

Millie C. Kline
vs.
David L. Kline

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 finds:-

First, that due notice of the pendency of the petition was served on the defendant.

Second: that at the time of said marriage of the plaintiff to the defendant the plaintiffs first husband was living, to-wit Rensselaer P Ruggles. It is therefore ordered and adjudged that said marriage relation between said parties be cancelled and held for naught and that the plaintiff be restored to her former name of Millie C Ruggles

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

Pleas before the Hon. John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the third Subdivision of the fourth Judicial District of the State of Ohio, on the 24th day of October in the year of our Lord one thousand eight hundred and eighty seven.

Heretofore, to-wit: On the 18th day of Aug. A.D. 1887, the following Petition was filed with the Clerk of said Court, to-wit:

(over)

Petition

Margaret Low Plaintiff
vs.
John Low, Margaret Barlow
Mary Ann O'Dell, Oliver P. O'Dell
Louisa Dasher, John Dasher
Charick Shearer, Defendants

Court of Common Pleas
Union County, Ohio

Petition

5-3-61

The plaintiff Margaret Low of Union County Ohio respectfully represents that she is the owner of the farm hereinafter described situate in said County of Union, by virtue of the will of Lewis Low dec'd duly probated, to hold during her life and at her death the same descends by will to the defendants above described in equal parts- To John Low of Tippecanoe Indiana one fifth- To Margaret Barlow of Union Co. Ohio one fifth- Mary Ann O'Dell (wife of Oliver P. O'Dell) of Louisa County Iowa one fifth. Louisa Dasher (wife of John Dasher) of Union Co. Ohio one fifth and Charick Shearer son of Edith Shearer of Union Co. Ohio one fifth part thereof.

Said farm is described as follows viz:- part of Survey No. 3462. Beginning at two hickories, a beech and horn beam, the N. E corner of Survey 3462, thence with the lower line of the same S. 7 W 174 poles to a red oak on the bank of Mill creek, thence up the creek and bounding thereon to a beech and sugar tree lower corner to Silas Burrows 92 acre tract, thence with his line and the line of Russel Culvers land N. 7 E. 176 poles to three beeches in the South line of Scarboroughs Survey No 3462, thence with said line S. 83 East 95 poles to the beginning containing 112 acres but excepting therefrom 9 acres deeded to Nathaniel Stewart and Thomas E. Lockwood and also the school house lot thereon leaving 103 acres more or less.

That since the plaintiff became the owner of said life estate assessments were made against said land by the Commissioners of Union County Ohio for constructing the following pike improvements under the laws of Ohio for constructing pikes and assessing the cost thereof upon adjoining lands, to-wit the York Centre and Newton pike the assessment was one hundred and fifty three dollars on said farm and on the Newton and Bellefontaine pike the assessments were $78.76/100 all of which assessments became a lien on said land and were made according to the benefits to said land arising from said improvements and have been paid by the plaintiff, the last being paid 1886.

The plaintiff who is now 82 years of age being the owner of the life estate was compelled to pay all of said assessments through in equity and law said defendants should pay at least two thirds thereof with interest since she paid the same being their share of the benefits from said improvements. The plaintiff has asked the defendants residing in Union County to pay said sums and through some of them promised yet they all wholly neglect to pay the same and have never paid to her or the Treasurer any part of said sums.

She says there are about twelve acres of said farm lying west to D. W. Hendersons land and cut off by the road from the balance of said farm which would readily sell and not injure the farm so much as if a part were cut off and sold from any other part of said farm. The plaintiff prays that said defendants be duly notified of this

Summons

5-3-61

Sheriff's Return

Legal Notice

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cause and they be required to repay to her the equitable share of said assessments with the interest thereon and in default thereof that the lien on said land be enforced and so much of said land be sold as may be necessary to pay the same and she prays for other proper relief.

Robinson & Piper Attorneys for Plaintiff

The State of Ohio } The plaintiff being duly sworn says she believes the
Union County, ss. } allegations of the foregoing petition are true and said O'Dell and John Lowe are not residents of the State of Ohio and can not be served with process in Ohio by Summons and this is a local action to enforce lien on land in this County.

Margaret Lowe

Sworn to before me and signed in my presence this 16th day of August 1887.

H. Dague Notary Public [Seal]

Afterwards on the 8th day of September A.D. 1887, the following Summons was issued by the Clerk of said Court, to-wit:-

Summons

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

5361 We command you to notify Margaret Barlow, Louisa Dasher, John Dasher and Christian Shearer that they et.al. have been sued by Margaret Lowe in the Court of Common Pleas of Union County, and that unless they answer by the 8th day of Oct. 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 19th day of Sept. A.D. 1887

Witness my hand and the seal of said Court, this 8th day of [Seal] September A.D. 1887.

J. Q. Burgner Clerk

Indorsed: In action for equitable relief. Robinson & Piper, Plaintiffs Attys.

Said Writ returned and filed Sept 19th 1887 indorsed as follows, to-wit:-

Sheriff's Return

The State of Ohio, } Received this Writ Sept 8th A.D. 1887, at 2 o'clock P.M.
Union County, ss. } and pursuant to its command, on the 12th day of Sept A.D. 1887, I served the same by handing a true copy of the same with the indorsements thereon to the within named defendants Margaret Barlow Louisa Dasher and Christian Shearer and by leaving a true copy at the usual place of residence of the within named defendant John Dasher in Service 75, Mileage 2.56, Copy 80, Total $4 11/100.

Wm Hopkins Sheriff

Afterwards on the 14th of Nov. A.D. 1887, the following Legal Notice was filed with the Clerk of said Court, to-wit:-

Legal Notice

5361

Margaret Lowe, Plaintiff
vs.
John Lowe et. al. Defendants } Court of Common Pleas of Union Co. Ohio

John Lowe of the State of Indiana and Mary Ann O'Dell and Oliver P. O'Dell of Louisa County Iowa are notified that said plaintiff has filed her petition in said court claiming that she has paid large sums of Pike tax assessed on the

Lewcus Lowe farm of 103 acres in said County in which she has a life estate, and asks that said John Lowe, and Mary Ann O'Dell and the other heirs of Lewcus Lowe, deceased, may be required by the decree of said Court to pay two thirds of said assessments amounting to two hundred and thirty-two dollars, and sell a part of said farm to pay the same.

Said non-residents are required to answer said petition by the 5th day of November next.

Sept. 7th 1887 61. Robinsons & Piper Attorneys for Plaintiff

The State of Ohio } ss.
Union County, } The undersigned being duly sworn says that a copy of the annexed notice was published for 6 consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with Sept 7th 1887.

W. O. Shearer

Sworn to and subscribed before me, this 14th day of Nov. 1887.

J. P. Bergner Clerk

Afterwards on the 14th day of November A. D. 1887, the following Entry was made in the Journal by the Clerk of said Court, to-wit:-

Entry

Margaret Lowe Plaintiff

vs

John Lowe et. al. Defendants

This day came the plaintiff and made proof to the satisfaction of the Court of due notice to the defendants of the filing of this petition and the Court find that all of the defendants in this case have been legally served with notice and made proper parties herein and therefore this cause came on to be further heard and the Court being fully informed in the premises do find that said allegations of said petition are true and that of the money paid by plaintiff as pike assessments the said defendants ought in equity to pay their just share and that the just share of said assessments which the said defendants should pay amounts to $186 20/100. Therefore it is considered ordered and decreed by the Court that the said defendants pay to plaintiff said sum of $186. 20/100 and her costs taxed to $ in ten days And further the Court find that said sum is a lien in equity on said land and therefore the Court orders and adjudge that if said defendants fail to pay said judgment and costs and interest that and order of sale issue commanding the Sheriff of this County to appraise advertise and sell according to law that part of the farm in said petition described as lies west to D. H. Hendersons farm and which is cut off from the balance of the farm by the public road running through the farm, and report his proceedings to this Court

Afterwards on the 25th day of Nov. A. D. 1887, the following Order of Sale was issued by the Clerk of said Court, to-wit:-

Order of Sale

s. 361

The State of Ohio } ss.
Union County, } Order of Sale

To the Sheriff of said County, Greeting:

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 14th day of Nov A. D. 1887 in the cause of Margaret Lowe plaintiff and John Lowe et al

Sheriff's Return

Defendants

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Defendants said Margaret Lowe obtained a judgment or decree against the said John Lowe et. al. for the sum of One Hundred and Eighty six and 20/100 Dollars and & costs of suit: And whereas, it was then and there by said Court ordered adjudged and decreed, that the said John Lowe et. al. shall within 10 days from the 24th day of Nov. A.D. 1887, pay unto the said Margaret Lowe the said sum of One Hundred and Eighty Six and 20/100 Dollars with interest from the 24th day of Oct. 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, and that an order of sale issue to the 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 $186.20 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise advertise and sell, as aforesaid the following lands and tenements, to-wit: Situate in the County of Union and State of Ohio, bounded and described as follows:- Being that part of the farm hereafter described which lies west to D. H. Hendersons farm and which is cut off from the balance of the farm by the Public road running through the said farm which is described as follows viz: a part of Survey No 3462:- Beginning at two hickories a beech and hoven beam the north east corner of Survey No. 3462, thence with the lower line of the same S 7 W. 174 poles to a red x x oak on the bank of Mill Creek, thence up the Creek and bounding thereon to a beech and Sugar tree lower corner to Silas Burrows 92 acre tract, thence with his line and the line of Russell Culver's land. N. 7 & 176 poles to three beeches in the north line of Scarboroughs Survey No. 3462, thence with said line S. 83 East 93 poles to the beginning containing 112 acres but excepting therefrom 9 acres deeded to Nathaniel Stewart and Thomas E. Lockwood and also the School house lot thereon, leaving 103 acres more or less. We therefore Command You, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, Ohio, this 25th day of Nov. A.D. 1887.

{Seal}

John C. Burgner Clerk

Sheriff's Return

The State of Ohio
Union County, ss. }

Sheriff's Return.

In obedience to the command of the Order of Sale hereto annexed I did on the 26th day of November 1887 summon W.H. S. Thompson, Luther Turner and A.S. Flickinger three disinterested freeholders, residents of said County, who-

sworn by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 30th day of November 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 Twenty-Eight 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 30th day of Nov. 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 to be sold at public sale, at the door of the Court-House of said County on the 31 day of December A.D. 1887, at 1 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks and in pursuance to said notice, I did on said 31st day of December 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. L. Woodburn, who bid for the same the sum of Twenty-two 70/100 Dollars and said sum being more than two thirds of the appraised value thereof, and said R. L. Woodburn 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 Two and 70/100 Dollars, per acre. Sheriffs Fees - Service 30, Summoning & Swearing Appraisers 1.20 Writing Appraisal 30, Copy of Appraisal 30, Notice to Printer 30, Mileage 1.92, Poundage 1.05 = Total $8.37 = Appraisers Fees $3.00, Printers Fees $15.00

W. Hopkins, Sheriff.

Afterward on the 4th day of January A.D. 1888 the following Proof of Publication was filed with the Clerk of said Court to-wit:-

Proof of Publication

Margaret Love
vs
John Love et.al.

Sheriff's Sale.
Court of Common Pleas, Union County, Ohio
On Order of Sale

6-3 61

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 31st 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 County of Union and State of Ohio, and bounded and described as follows: Being that part of the farm hereafter described which lies west to D. H. Henderson's farm and which is cut off from the balance of the farm by the public road running through the said farm, which is described as follows, viz: A part of Survey No 3462, beginning at two hickories a beech and brow beam, the north east of Survey No. 3462; thence with the lower line of the same South 7 west 174 poles to a red x x oak on the bank of Mill Creek; thence up the creek and bounding thereon to a beech and sugar tree lower corner to Silas Bursons 92 acre tract; thence with his line and the line of Russell Culver's land north 7 east 176 poles to three beeches in the north line of Secuborroughs Survey No 3462, thence with said line South 83 east 93 poles to the beginning, containing 112 acres, but excepting therefrom 9 acres deeded to Nathaniel Stewart and Thomas E. Lockwood, and also the school house lot thereon leaving 103 acres more or less. Appraised at $28.00 per acre. Terms of Sale - Cash. Marion Hopkins Sheriff of Union Co. O.
Robinson & Piper Attys.
Nov 30th 1887 - 5 1/4 - 4 $13.00

Entry

5-3 61

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vs.

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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 five consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union the first publication beginning with Nov. 30th 1887.

W. O. Shearer.

Sworn to and subscribed before me, this 4th day of January 1888.

J. L. Burgner Clerk.

Afterward on the 9th day of January A. D. 1888 the following Entry was made on the Journal by the Clerk of said Court, to-wit:-

Margaret Love.
vs.
John Love et al.

Entry
5-361

This day came on this cause to be heard on the motion to confirm the sale made in this case to R. L. Woodburn by the Sheriff. Whereupon the Court being fully advised in the premises find said sale and proceedings in said case to be in all respects regular and lawful and therefore it is ordered by the Court that the said sale and proceedings be and the same are confirmed and said Sheriff is ordered to execute and deliver to said purchaser a deed and fee simple for the said lands conveying the same in fee simple and out of the proceeds the amount of costs and taxes be paid and the amount of the decree is ordered to be paid to plaintiff and the Court order that the County Surveyor of this County survey said land and report in this case and as to surplus of the purchase money this cause is continued.

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

Petition

5480.

Plea before the Hon John D. Price, Judge of a Court of 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 27th day of February A. D. 1878.

Heritofore to wit: On the 20th day of January A. D. 1858, a petition was filed with the clerk of said Court, which reads as follows, to wit:

Peleg Cranston, Plaintiff. | Court of Common Pleas
vs. | Union County, Ohio.
Thomas A. Mapes, Defendant

Plaintiff says:

5480.

That his cause of action is founded upon a promissory note, and of which note the following is a copy:

$173 73/100

Broadway, Ohio Feb. 21. 1873.

On the first day of May 1873, for value received, I promise to pay to the order of P. Cranston, One Hundred Seventy-three and 73/100 Dollars.

T. A. Mapes.

There is due from the defendant, Thomas A. Mapes to the plaintiff Peleg Cranston, the sum of One Hundred Seventy-three and 73/100 Dollars, which he claims with interest from May 1st 1873, and for which he prays judgement

Peleg Cranston
By Robinson and Piper, Attorneys

State of Ohio,
County of Union, ss

L. Piper, being duly sworn according to law, says he is one of the attorneys of the said Peleg Cranston, the plaintiff herein, duly authorized in the premises, and that this pleading is founded upon a written instrument for the payment of money only and which said instrument is now in the possession of the affiant, and that the facts stated and allegations are as affiant believes true.

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this day of January A. D. 188.

John D. Burgner, Clerk

To the Clerk: Issue summons upon the petition in above case, directed to the Sheriff of Union County, Ohio for the defendant Thomas A. Mapes, returnable according to Law.

Endorse amount claimed, One Hundred Seventy-three and 73/100 Dollars ($173 73/100) with interest from May 1st 1873.

Peleg Cranston by
Robinson and Piper, Attorneys.

Afterward to-wit: On the 27th day of January 1858, a summons was issued by the clerk of said court, a copy of which follows, viz:

Summons

State of Ohio, Union County, ss.

To the sheriff of the County of Union, Greeting:

5480

Entry

5480

Petition.

5488

5480 We command you to notify Thomas A Mapes that he is sued by Riley Cranston in the Court of Common Pleas of Union County, and that unless he answers by the 25th day of February, A. D. 1858, the petition of said Plaintiff against him filed in the Clerks Office of said court, such petition will by taken as true, and judgment rendered accordingly. You will make due return of this summons on the 6th day of February, A. D. 1858.

Witness my hand and the seal of said Court, this 27th day of January, A. D. 1858.

Seal

J. C. Burgner, Clerk.

Indorsed

In action for Money only. Amount claimed $173.[illegible], with interest from May 1st 1873.

Robinson and Piper, Plaintiffs Attorneys.

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

Recvd this Writ January 27. A. D. 1858 at 10 o'clock A. M. and pursuant to its command, on the first day of February, A. D. 1858.

Sheriffs Fees

Service	.30
Mileage	2.40
Copy	.30
Return	
Total	$3.00

I served the same by handing a true copy of this summons with endorsements thereon, to the within defendant.

M. Hopkins, Skeriff.

5480 Riley Cranston vs Thomas A. Mapes } Money Only.

Entry Now comes the Plaintiff by his attorneys, and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to the Plaintiff in the sum of Three Hundred and Twenty eight and $\frac{35}{100}$ Dollars ($328 $\frac{35}{100}$) with interest from March 1st 1858. It is therefore considered by the court, that the said Plaintiff, Riley Cranston, recover from the defendant, Thomas A Mapes, the said sum of Three Hundred and Twenty-eight and $\frac{35}{100}$ Dollars, and his costs herein expended, taxed to $

Attest R M Corry Clerk

Be it known the Hon. John A. Price, Judge of the Court of Common Pleas, began and held at the Court House in the town of Marysville, within and for the county of Union, of the third Sat-division of the tenth Judicial District of the State of Ohio, on the 27th of February A. D. 1858.

Heretofore to wit: On the 6th day of February A. D. 1858, a Petition was filed with the Clerk of said Court, which reads as follows to-wit:—

Petition. Melissa Cole vs Edmund Cole } Court of Common Pleas, Union County, Ohio. Petition.

5488 Plaintiff has been a resident of the State of Ohio, for the year last past, and is now a bonafide resident of the County

of Union Co. on or about the 4th day of October 1879, she was married to the Defendant, and has ever since conducted herself towards him as a faithful, and obedient wife. To us one child was born of said marriage to wit: Lea C Cole, who is now three years old, and was born on the 4th day of May, 1884. For defendant, regardless of his marital duty toward Plaintiff, has been wilfully absent from her and has wholly failed to provide for her in any manner for more than three years last past. Therefore, Plaintiff prays that she may be divorced from said Defendant. That the custody, care and education of said child may be decreed to her and for all proper relief.

S S Gardner.
Attorney for Plaintiff.

State of Ohio
Union County ss.

Melissa Cole being duly sworn, says she is the plaintiff in above case that the facts and allegations in above petition are true as she verily believe

Melissa Cole.

Sworn to and subscribed before me, this 3rd day of February 1888.

W. J. Rucker
Notary Public.

{seal}

Afterward to-wit: On the 6th day of February, 1888, an Affidavit was filed by the clerk of said court, a copy of which follows:

Affidavit
5488

Melissa Cole
vs
Edmond Cole
} Court of Common Pleas
Union County, Ohio
Affidavit

Melissa Cole being duly sworn says, the residence of the Defendant in above case is to her unknown and cannot by reasonable diligence be ascertained.

Melissa Cole.

Sworn to and subscribed before me this 3rd day of February, 1888

W. J. Rucker
Notary Public.

{seal}

Legal Notice
5488

Melissa Cole
vs
Edmund Cole
} Court of Common Pleas
Union County, Ohio

The defendant, Edmund Cole, whose place of residence is unknown, will take notice that on the 6th day of February, 1888, Melissa Cole, the above named plaintiff, filed her petition in the Court of Common Pleas of Union County, Ohio, being cause No. 5488, on the docket of said Court, praying for a divorce from said Edmund Cole, on the ground of wilful absence for more than three years last past, and for the custody of their minor child.

Said cause will be for hearing on and after the 17th day of March, 1888.

Melissa Cole.
By S. S. Gardner, Attorney.

Proof of Publication.

State of Ohio
County of Union
} ss.

I, Robert Smith, do make oath that the advertisement, of which the annexed is a copy, was published for 6 weeks, to-wit: February 9th, 16th & 23rd

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Sworn t...

Melissa ... vs ... Edmund ...

Entry. Defendant, ... find that ... the proce... Petition ha... preceding ... of the Comm... in said Pet...

The C... defendant ... more than ... that by rea... for Divorce ... riage contra... Edmund C... are released ... that the cu... parties here... Cole. But it ... of visiting ea... tween the ... clude by ei... ordered th... cution is d...

Petition. No. 5478.

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5488 and March 1st, 8th and 15th A.D. 1858, in the Richwood Gazette, a weekly newspaper, printed in and long of general circulation within said county, and of which I am editor.

Robert Smith.

Sworn to and subscribed before me, this 21st day of March, A.D. 1858.

W.J. Rucker
Notary Public

5488 Melissa Cole vs Edmund Cole | No. 5488 Entry.

Entry. Now came the Plaintiff herein, and the Defendant, being in default for answer and demurrer, the court find that the Defendant has been legally notified by publication of the proceeding, and that the Plaintiff at the time of filing her Petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of the County of Union and that the parties hereto were married as in said Petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of wilful absence from the Plaintiff, for more than three years next preceding the filing of the petition and that by reason thereof the Plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Melissa Cole and Edmund Cole 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 Melissa Cole. But it is hereby ordered that the Defendant have the privilege of visiting said child, twice each week on Tuesdays and Fridays between the hours of 3 and 5 o'clock P.M., and any violation of this privilege by either party, may be reported to this court, and it is further ordered that the Plaintiff pay the costs of this proceeding and execution is awarded.

Attest R. McElvey Clerk

Pleas before the Hon. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville within and for the County of Union, of the third Sub-division, of the Tenth Judicial District of the State of Ohio on the 27th day of February, 1858. Heretofore to-wit: On the 21st day of January, 1858, a Petition was filed with the Clerk of said Court, which reads as follows to-wit:

Petition. William Dickl, Plaintiff vs Dolbear & Vandeveer and Charles Worth | Court of Common Pleas. Union Co., Ohio. Petition.

No. 5478. The Plaintiff says: That the Defendants Dolbear & Vandeveer are a partnership formed for the purpose of carrying on business in said state of Ohio, and for holding property therein, and that

said Dolbear & Vanderau, during the months of November and December 1857, purchased of the Plaintiff 428 5/14 bushels of corn, at the agreed price of forty cents per bushel, amounting to the sum of One Hundred and Seventy-one and 34/100 Dollars. That they purchased said corn through the agency of the Defendant Charles Worth. That said corn was, during the months aforesaid, duly delivered through said agent Charles Worth to said Dolbear and Vanderau, who took possession and used and appropriated the same to their own use and benefit. That no payment has been made to the Plaintiff for said corn, or any part thereof, and that the said sum of $171.34 is justly due the Plaintiff from the said Dolbear and Vanderau, with interest thereon from the 15th day of December, 1857.

The Plaintiff further says that said Charles Worth, as Plaintiff is advised and charges, is insolvent, and no part of said sum of $171.34 can be made off him. That said Dolbear and Vanderau still have the price of said corn in their hands, and Plaintiff desires and asks that if it should appear, that he, Plaintiff is not entitled to a judgement against said Dolbear and Vanderau, but only against said Charles Worth, then that Dolbear and Vanderau should be ordered and adjudged to pay the price of said corn to the Plaintiff, and not to said Charles Worth, and that the said $171.34 be charged in their hands in Plaintiff's favor.

The Plaintiff therefore asks judgment against the defendants for said sum of One Hundred and Seventy-one and 34/100 Dollars, with interest thereon from the 15th day of December A. D. 1857. And the Plaintiff asks such other and further relief as in equity and in the nature of the case he is entitled to.

Porter and Porter, Attorneys for Plaintiff.

The Plaintiff, William Diehl, being sworn, makes oath, that the facts stated in the foregoing petition are true, as he believes.

William Diehl

Sworn to by William Diehl before me, and signed by him in my presence, this 21st day of January A. D. 1858.

John. D. Burgner. Clerk.

To the Clerk: Issue a summons returnable according to law, in the above case, and indorse Amount claimed $171.34 with interest from the 15th day of December A. D. 1857.

Porter & Porter, Attorneys for Plaintiff.

Afterward to-wit: On the 21st day of January 1858, a summons was issued by the Clerk of said Court, a copy of which follows:

Summons. 5478.

State of Ohio, Union County ss: To the sheriff of the County of Union Greeting: ——— We command you to notify Dolbear and Vanderau and Charles Worth that they have been sued by William Diehl in the Court of Common Pleas of Union County, and that unless they answer by the 18th day of February, A. D. 1858, 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 January A. D. 1858.

Witness my hand and the seal of said Court, this 21st day of January A. D. 1858 [seal]

John. D. Burgner. Clerk.

Returned 5478

Answer

Reply. 5478.

Indorsed.

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In action for Money only. Amount claimed $171.34 with interest from December 15th 1887.

Porter & Porter, Plaintiffs Attys

Return

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

5478

Received this Writ on January 21, A. D. 1888, at 10 o'clock A. M and pursuant to its command, on the 24th day of January A. D. 1888 I served the same by handing a true copy of this summons on the within named defendants.

Sheriff's Fees.
Service .60
Mileage 1.00
Copy .40
$2.00

Returned January 25 — 1888.

M. Hoffman, Sheriff.

And at the same time, said Dolbear and Vandoran filed the following answer to-wit: And now come the Defendants, and for answer to the Plaintiff's petition say, they admit they are a partnership formed for the purpose of doing business and holding property within the state of Ohio, but they deny that they are purchased 428 3/14 bushels of corn of the plaintiff as alleged in his petition. They say on or about the day of November 1887, they purchased of said plaintiff, through their agent, 1500 bushels of corn at forty cents per bushel, to be delivered to them on car at Milford Centre, Ohio, immediately, and agreed to pay for the same when the said delivery was completed. The defendants say that they were ready and willing at all times to perform all the conditions and stipulations of the said contract on their part to be performed. They further say that the Plaintiff immediately began to deliver corn to them under said contract and continued so to do until he had delivered 428 5/14 bushels mentioned in said petition; that after he had delivered said 428 5/14 bushels, the plaintiff refused and neglected and still refuses and neglects to deliver the remaining 1071 9/14 bushels as by his contract he was bound to do. The said defendants further say that said plaintiff, by reason of his failure and refusal to perform the terms and stipulations of said contract, on his part to be performed, ought not to be allowed to maintain his action against these defendants. Wherefore these Defendants ask to hence dismissed without day and with their costs.

Answer.

T. B. Fulton & Cole & Bates Attorneys
for Defendants

State of Ohio, Union County, ss.: S. H. Dolbear being first duly sworn according to law says that he is one of the members of the firm of Dolbear and Vandoran, and that he believes the facts stated and allegations of the foregoing answer are true.

S. H. Dolbear.

Sworn to before me and subscribed in my presence by the said S. H. Dolbear this 25th day of February 1888.

R. McCrory, Clerk.

The plaintiff replies to the Answer of Defendants and denies: That he agreed to furnish defendants fifteen hundred bushels of

Reply.
5478.

corn, or any certain quantity of corn, and denies that he made any agreement that he was to deliver any certain quantity of corn, before he was entitled to receive his pay for the corn delivered And denies that there is still remaining to be delivered 1071 9/12 bushels of corn, or any other quantity of corn.

The Plaintiff asks judgement as he has already asked in his petition

Porter & Porter

Attorneys for Plaintiff.

The Plaintiff, William Dicht, being sworn says the facts stated in the foregoing reply are true as he believes

William Dicht

Sworn to by the Plaintiff, William Dicht, before me and signed by him in my presence this 21st day of March A. D. 1855.

R. M. Storey Clerk

Afterwards on the 22nd day of March 1855, the following entry was made on the Journal by the Clerk of said court, to-wit:

Entry 5478

William Dicht
vs
Dolbear & Vanderau

The day came the parties by their attorneys, and this cause came on to be tried; and therefore came a jury, to-wit; William McMannus, James Cameron, Edward Shearer, J. D. Mather, Harrison Longbrake, Philip Rush, William Grauman, Calvin Liggit, Samll Franks, Saml Butts, John Cherry, Edward Voeburg, who being impaneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to law and evidence, unless withdrawn by consent of the parties, or discharged by the court, and after hearing the testimony, arguments of counsel, and charge of the court, the said jury retired to their room to deliberate upon their verdict, and after due deliberation, returned into open court and presented their verdict in writing and figures, following, to-wit:

Verdict 5478

State of Ohio, Union County, ss.: February Term, March 22. 1855, to-wit:

William Dicht, Plaintiff
vs.
Dolbear and Vanderau, Defendant.

We, the Jury, being duly impaneled and sworn find the issue in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff from the Defendants, Dolbear & Vanderau at the sum of $174.10 One Hundred Seventy-four 10/100 Dollars.

Dated March 22. 1855.

Calvin Liggett, Forman

The Plaintiff moves the court to set aside the verdict of the Jury herein for the following reasons: 1st The verdict is not sustained by sufficient evidence and is contrary to law 2nd Error of law occurring at the trial to which the defendant at the time excepted.

T. B. Fulton
Cole & Bale } Attorneys for Deft

Entry 5478

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Petition 5361

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Entry 5475.

Afterwards on the 3rd day of April, 188[illegible], the following entry was made on the Journal by the Clerk of said court to-wit: This day this cause came on to be heard upon the motion of defendants, to set aside the verdict in this case, and for a new trial, and was argued by counsel. On consideration whereof the court overrule said motion for a new trial. To which ruling and decision the Defendants except & it is therefore considered and adjudged that the Plaintiff recover of said defendants said sum of One hundred and Seventy-four and 10/00 Dollars $174.10 so found hereby by said verdict, and also his costs herein taxed at $ To which judgment and decision the defendants except

Error See Page 145

C. C. Cole
Porter & Porter } Attys

Pleas before the Hon. John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union, of the third Subdivision of the tenth Judicial District of the State of Ohio on the 1st day of November, 1887. Heretofore to-wit on the 18th day of August, 1887, a Petition was filed with the Clerk of said Court, which reads as follows, to-wit:

Petition

Margaret Low, Plaintiff.
vs
John Low, Margaret Barlow,
Mary Ann Odell, Oliver P. Odell,
5361. Louisa Dasher and John Dasher,
Charick Shearer. Defendants

Court of Common Pleas
Union County, Ohio.

Petition.

The Plaintiff Margaret Low of Union County, Ohio, respectfully represents that she is the owner of the farm herein after described situated in said county of Union, by virtue of the will of Lucius Low, dec'd duly probated to hold during her life and at her death, the same descends by will to the defendants above described in equal parts to-wit: to John Low of Tippicanoe, Indiana, one fifth, to Margaret Barlow, of Union Co. Ohio, one fifth, Mary Ann Odell (wife of Oliver P. Odell) of Louisa County, Iowa, one fifth; Louisa Dasher (wife of John Dasher) of Union County, Ohio, one fifth; and Charick Shearer (son of Edith Shearer) of Union County, Ohio, one fifth part thereof. That since the Plaintiff became the owner of said life estate, assessments were made against said land by the Commissioners of Union County Ohio, for constructing the following pike improvements under the laws of Ohio for constructing pikes and assessing the cost thereof upon adjoining lands to-wit: The York Centre and Newton Pike, the assessment was One Hundred and Fifty-three Dollars, on said farm. The Newton & Bellefontaine Pike the assessment was $78 70/100, all of which assessments became a lien on said land and were made according to the benefits to said land, arising from said improvements and have been paid by the Plaintiff. The last being paid in 1886. The Plaintiff, who is now 82 years of age, being the owner of the life estate was compelled to pay all of said assessments, though in equity and law said Defendants should pay at least two thirds thereof with interest since she paid the same, Being their share of the benefits from said improvements. The Plaintiff has asked the Defendants residing in Union County to pay

said sums & therefore some of them promise yet they all wholly neglect to pay the same and have never paid to her or the treasurer any part of said sums She says there are about twelve acres of said farm lying next to D H Henderson's land and cut off by the road from the balance of said farm which would readily sell and not injure the farm so much as if a part were cut off and sold from any other part of said farm. The Plaintiff prays that said Defendants be duly notified of this cause and they be required to repay to her the equitable share of said assessments with the interest thereon and in default thereof, that her lien on said land be enforced and so much of said land be sold as may be necessary to pay the same, and she prays for other proper relief.

Robinson & Piper
Attorneys for Plaintiff.

State of Ohio, Union County, ss.

The Plaintiff being duly sworn, says she believes the allegations of the foregoing petition are true, and said Odell and John Low are not residents of the State of Ohio, and cannot be served with process in Ohio by summons, and this is a local action to enforce liens on land in this county.

Margaret Low

Sworn to before me and signed in my presence this 16th day of August, 1887.

H. Dague
Notary Public

Said farm is described as follows: Part of survey No. 3462, Beginning at two hickories, a beech and horn beam. The N.E. corner of survey, 3462 thence with the lower line of the same S. 7. W. 174 poles to a red oak on the bank of Mill-creek. Thence up the creek and bounding thereon to a beech and sugar tree lower corner to Silas Burcons 92 acre tract. Thence with his line and the line of Russel Culvin's land N. 7. E. 176 poles to three beeches in the North line of Scarborough's survey No. 3462. Thence with said line S. 83 East 95 poles to the beginning containing 112 acres. But excepting therefrom 9 acres deeded to Nathaniel Stewart and Thomas E. Lockwood, and also the school house lot thereon leaving 103 Acres more or less.

Afterwards, to-wit. On the 8th day of September 1887, A summons was issued by the Clerk of said court, a copy of which follows: The State of Ohio, Union County, ss: To the Sheriff of the County of Union, Greeting: We command you to notify Margaret Barlow, Louica Dasher, John Dasher, and Christian Shearer that they et al have been sued by Margaret Low, in the court of Common Pleas of Union County, and that unless they answer by the 8th day of October, A.D. 1887, the petition of said Plaintiff, against them filed in the Clerks Office of Court, such petition will by taken as true, and judgment rendered accordingly You will make due return of this summons on the 19th day of September A.D. 1887.

Witness my hand and the seal of said Court, this 8th day of September A.D. 1887.

(Seal) J. C. Burgner, Clerk.

Indorsed: In action for Equitable relief.
Robinson & Piper
Plaintiffs Attys.

Petition

No 5505

Answer

Sheriff's Return

State of Ohio
Union County, ss. }

Received this 8th day of September A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 12th day of September A.D. 1887.

Sheriffs Fees.
Service .75
Mileage 2.56
Copy .80
$4.11

I served the same by handing a letter copy

Error Docket 164

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

Petition

A. S. Morgridge, Plaintiff
vs
B. F. James and S. James
Defendants

No 5505

A. S. Morgridge, the above named Plaintiff, says that there is due to him, from B. F. James, and S. James, the above named Defendants, on a promissory note, made by the Defendants, dated the 1st day of April, A.D. 1887, which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of Three Hundred Dollars with interest thereon, at 8%, payable annually, from the 1st day of April A.D. 1887. The Plaintiff further says that he is legal owner and holder of said note, that the same is due and unpaid, whereupon, the Plaintiff asks judgment against said Defendants, for the sum of Three Hundred Dollars, with interest at 8% payable annually from the 1st day of April, A.D. 1887.

Brodrick and McCampbell
Attys for Plff.

State of Ohio, Union Co. 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 the said Plaintiff is a non-resident of said Union County, Ohio.

John M. Brodrick.

Subscribed by John M. Brodrick in my presence, and sworn to by him before me, this 3rd day of March, A.D. 1885.

R McCrory, Clerk

Answer

And now came B. F. James and S. James 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 Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendants, for the sum of Three Hundred and Twenty Dollars and two cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants

Pleas before the Hon John A Price, Judge of a Court of Common Pleas, begun and hild 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 27th day of February 1888. Heretofore to-wit: On the

Petition

19th day of March, 1888, a petition was filed with the Clerk of said Court which reads as follows, to-wit:

State of Ohio, Union Co. ss.:

Bank of Richwood, Plaintiff

vs

5512. J. E. Tobey
A. Davis and Amon Davis
Defendants.

Plaintiff are a company of persons formed for, and doing a private Banking business at Richwood, Union County, Ohio, under the firm name and style of Bank of Richwood, that the Defendants, on or about the 6th day of May, 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 & Warrant of Attorney are hereto attached, marked "Exhibit A." and made a part of this Petition. Said Plaintiffs further say that said Promissory note is due and unpaid, that they are the legal owners and holders thereof, and that there is still due them thereon from said Defendants, the sum of One Hundred and Forty Dollars, with interest at the rate of 8 % per annum, from the 6th day of July, A.D. 1886. Therefore, the said Plaintiffs ask judgment against the said Defendants for the sum of One Hundred and Forty Dollars, with interest thereon at the rate of 8 % per annum from the 6th day of July A. D. 1886, and for costs of suit.

S. S. Gardner, Plaintiffs Attorney.

And, on the 19th of March, 1888, the following Affidavit was filed in said Clerks Office.

State of Ohio, Union County, ss.

Affidavit

5512

S. S. Gardner, being duly sworn, says that he is the Attorney of Record of said Plaintiffs; That this action is brought upon an Instrument in Writing for the payment of Money only; that said Instrument in Writing is in his possession, and that he verily believes the statements in the foregoing Petition are true, in substance and in fact.

S. S. Gardner.

Sworn to by said S. S. Gardner, before me, and by him subscribed in my presence, this 19th day of March A.D. 1888.

R. McCrory, Clerk of the Court.

$170.

Exhibit A.

Thirty Days after date, for value received, we jointly and severally promise to pay the Bank of Richwood, at their office, One hundred and Forty Dollars, with interest at the rate of 8 % per annum, on all unpaid principal and interest, after due until paid; interest to be computed every year, with 5 % attorney fee, if collected. And we, or either of us, do hereby authorize and empower any attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us, or either of us, in any of said courts, at any time, after the above note becomes due, and confess judgment thereon, against us, or either of us, in favor of the payee or indorser hereof, for the sum due on said note, with all interests and costs of suit; said

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Answer.

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Judgment Entry.

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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 executions, the power and privilage 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 6th day of May, 1886.

J. E. Tobey
A. Davis
Amon Davis

State of Ohio. Union County ss.

Bank of Richwood
vs
J. E. Tobey, A. Davis and Amon Davis Defts.

Answer
5512

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, R. L. Woodburn, an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said Defendants, at the suit of Bank of Richwood, Plff against said J. E. Tobey, A. Davis, & Amon Davis, Defts, and waive the issuing and service of Process therein, and confess a judgment in favor of the against said J. E. Tobey, A. Davis, and Amon Davis for the sum of One Hundred & Fifty Eight Dollars and Ninety-five cents, damages, bring the amount appearing due for Principal and Interest on said Promissory Note, and also for costs of suit, and I do hereby release all errors, and waive all right of Appeal.

R. L. Woodburn, Defts Attorney

Bank of Richwood, Plaintiff
vs
J. E. Tobey, A. Davis & Amon Davis
Defendants

Judgement Entry
$158.95

Judgement Entry
5512.

This day came the Plaintiff, by S. S. Gardner, Attorney; also appeared in open court, for and on behalf of said defendants, R. L. Woodburn, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note, against said defendants, and in favor of said plaintiffs, for One Hundred and Fifty Eight Dollars and Ninety five cents, bring the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises. It is therefore considered that said plaintiff recover of said defendants the sum of One Hundred & Fifty-eight Dollars and Ninety-five cents, bring the amount of said note with interest computed at 8 % per annum, from the 19th day of March, A. D. 1885, and also costs herein expended, taxed at $

Petition

State of Ohio, Union County ss } In the Court of Common Pleas.
A. S. Morgridge, Plaintiff
vs
B. F. Janes and S. Janes
Defendants

No 5515

A. S. Morgridge, the above named Plaintiff says that there is due to him from B. F. Janes and S. Janes, the above named Defendants, dated 1st day of April, A.D. 1887, which note, with the warrant of Attorney thereto annexed, is here to attached, the sum of Three Hundred Dollars, with interest thereon at 8% payable annually from 1st day of April, A.D. 1887. The Plaintiff further says that he is legal owner and holder of said note, that the same is due and unpaid, whereupon, the Plaintiff asks judgment against said Defendants for the sum of Three hundred Dollars, with interest at 8% payable annually from the 1st day of April, A.D. 1887.

Brodrick and McCampbell,
Attorneys for Plaintiff.

March 3rd, 1888, Filed

State of Ohio, Union Co. ss

John M. Brodrick, one of the duly authorized attorneys for the above 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 Union County, Ohio.

John M. Brodrick.

Subscribed by John M. Brodrick in my presence, and sworn to by him before me, this 3rd day of March, A.D. 1888.

R. McCrory, Clerk.

Answer

5515

And now came B. F. Janes and S. Janes 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 Three Hundred and Seventy dollars and two cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants' right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

March 3rd A.D. 1888. E. W. Porter, Atty for Defts.

5515.

Entry

This day came the Plaintiff by Brodrick & McCampbell, his Attorneys, and thereupon came E. W. Porter, one of the attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the 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 $320.02/100

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No. 5477.

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It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $320.00/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8% per annum. And by virtue of said warrant of Attorney, all errors are released, and all right to file a petition in error are waived.
$300.00

Marysville, Ohio April 1st 1887

Nine months after date, for value received, we jointly and severally promise to pay A. S. Worgridge, or order, at the Bank of Marysville, Ohio, Three Hundred Dollars, with interest from date, until paid at the rate of 8% per annum, payable annually.

And we hereby authorize any Attorney-at-Law to appear for us in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against us and confess judgment in favor of the legal holder of the above against us for the amount that may be due, with costs of suit, and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals: B. F. James (seal)
S. James (seal)

Pleas before the Hon. John A. Price, judge of a court of Common Pleas, begun and held at the Court House in the town of Marysville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 27th day of February, A.D. 1888.

Heretofore to-wit: On the 18th day of January A.D. 1888, a petition was
Petition filed with the Clerk of said Court which reads as follows:

Leefia Mayo, Plaintiff. | Union County, Ohio.
vs | Court of Common Pleas.
James Mayo, Defendant | Petition

No. 5477.

Your Petitioner says that she has been a resident of the state of Ohio for more than a year last past, and is now a bona fide resident of Union County, Ohio. That on the 3rd day of September A.D. 1879, she was lawfully married to the Defendant, and that she has always conducted herself as faithful and obedient wife yet the defendant, disregarding his duties to the plaintiff has been guilty of wilful absence and gross neglect of duty toward the plaintiff for more than three years; entirely abandoning her, furnishing neither support nor clothing nor a home for the plaintiff during all of this time. During said marriage they have had born to them Susie Mayo, now 10 years old past. That said child has always been under the care and control of the plaintiff. That she has furnished her a home with herself, at the mothers of the plaintiff who has kindly furnished both the plaintiff and her child a home during all of this time. Plaintiff therefore prays that upon the final hearing of this petition she be divorced from the defendant and that she be decreed the custody, care and control of their said child Susie Mayo and for all proper relief.

Leefia Mayo. by her Attorney J. M. Kennedy.

To the clerk: Issue summons and copy of Petition directed to the Sheriff of Franklin County, Ohio. Indorsed divorce and custody of child prayed for.

J. McKennedy Attorney for Plaintiff.

Afterward to-wit: On the 26th day of January, A.D. 1888, a summons was issued by the clerk of said Court, a copy of which follows:

Summons 5477.

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

You are commanded to notify James Mayo, that Leesia Mayo 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 abuse and neglect of duty, and asking that she be divorced from him, and that she be decreed the custody, care and control of their child Susie Mayo, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 6th day of February, A.D. 1888.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville, Ohio, this 26th day of January, A.D. 1888.

{Seal} John D. Burgner, Clerk.

State of Ohio, Union County, ss.

Return. Received this writ on the 26 day of January, A.D. 1888; and on the 1st day of February, A.D. 1888, I served the same by delivering personally to James Mayo a true copy thereof with the endorsements thereon, together with a certified copy of the petition for divorce in this case.

5477. Sheriffs Fees.

Service	$ .60
Copy	.20
Mileage	.64
Docket	.10
Postage	.04
	$ 1.58

Brice W. Custer, Sheriff
By W. S. Custer, Deputy.

Entry. 5477

This day this cause came on for hearing upon the Petition of the Plaintiff. The Defendant being in default for answer and demurrer and the court being fully advised in the premises do find, 1st That the Plaintiff at the time of filing her petition had been a resident of the state of Ohio for one year next preceding the same, and was at the time a bona-fide resident of this County Union, and that the parties hereto were married as stated in the Petition. 2nd The court further find upon the evidence adduced that the defendant has been guilty of wilful absence and gross neglect of duty for more than three years next preceding the filing of her said petition. And that therefore the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the court

Petition No. 5485.

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that the marriage contract heretofore existing between the said Serepta Mayo and James Mayo be, and the same is hereby dissolved. And both parties are released from obligations of the same. It is further ordered that the custody, care and control & education of Susie Mayo, only child of said parties be confided to said plaintiff exclusively, and it is further ordered that the defendant be allowed to visit said child all proper times. It is further ordered and adjudged that the plaintiff recover of defendant her costs herein taxed at $

Pleas before the Hon. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the county of Union, of the third Sub-division, of the Tenth Judicial District of the state of Ohio, on the 27th day of February, A. D. 1885.

Petition

Heretofore to-wit: On the 4th day of February 1885, A petition was filed with the Clerk of said Court, which reads as follows to-wit:

J. W. Robinson Admin. of
Elizabeth Walden, Plaintiff.
vs
J. C. Culbertson, Defendant

Court of Common Pleas
Union County, Ohio.

No. 3485.

The Plaintiff says that on the 3rd day of February, 1885, he was and has been duly appointed and qualified by the Probate Court of Union County, Ohio, as Administrator of Elizabeth Walden deceased who died intestate on the day of 188

The Plaintiff further says that on the 5th day of September 1882, Elizabeth Walden in her life time commenced an action in this court against J. C. Culbertson, upon a certain promissory note, given by the said J. C. Culbertson to the said Elizabeth Walden, or order for the sum of Twelve Hundred and forty-four Dollars with 6% interest from February 21st 1874. In which action summons was issued and returned, served on the said J. C. Culbertson, and such proceedings were had in said action, that afterward to-wit: At the April term of said Court, the said Elizabeth Walden recovered a judgment against the said defendant J. C. Culbertson, April 21st 1883, for the sum of Nineteen hundred and Forty-six Dollars and forty cents, together with the costs, taxed to $. And that said judgment now remains in full force and effect in law and is still unpaid and unsatisfied. And by reason of the death of said Elizabeth Walden, the judgment has become dormant. The plaintiff therefore prays the revival of said judgment.

Cameron and Woodburn
Attorneys for Plaintiff.

State of Ohio, Union County, ss.

J. W. Robinson, plaintiff, being duly sworn says the facts stated and allegation in the foregoing petition are true as he truly believes.

J. W. Robinson

Sworn to before me and subscribed in my presence this 4th day of February, 1885.

John D. Burgner, Clerk

To the Clerk:

Issue summons in the above case against the defendant J. C. Culbertson to revive judgment Amount $1946.40 with interest from April 26, 1883.

Cameron and Woodburn.

Afterward to-wit: On the 4th of February, 1888, a summons was issued by the Clerk of said Court, a copy of which follows:

5485. The State of Ohio, Union County, ss

To the Sheriff of the County of Union, greeting:

We command you to notify J. C. Culbertson, that he has been sued by J. M. Robinson, Administrator of Elizabeth Walden, in the Court of Common Pleas of Union County, and that unless he answers by the 3rd day of March Summons. A.D. 1888, the petition of said plaintiff J. M. Robinson against him, filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly. You will make due return of this summons on the 13th day of February A.D. 1888.

Witness my hand and seal of said Court, this 4th day of February A.D. 1888.

(seal) J. G. Burgner, Clerk.

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

Received this 4th February 4th A.D. 1888, at 12 o'clock M, and pursuant to its command, on the 11th day of February, A.D. 1888, I served the same by handing the within named J. C. Culbertson, a true copy of this summons, with the endorsements thereon.

Sheriff's Return 5485.

Sheriff's fees.
Service .30
Mileage 1.25
Copy .20
$1.75

M. Hopkins, Sheriff.

Indorsed: In action for Revival of Judgment.
Cameron and Woodburn.
Plaintiff's Attorneys

This day came the plaintiff, but the defendant made default, having been duly served with Summons as required by law, and the court find the allegations of the petition to be true and that said Elizabeth Walden received judgment for $1946.40 and costs April 26th 1883 in this Court, which had become dormant by her death and the court further find that said judgment remains in full force and unpaid and therefore it is considered & adjudged by the Court that said judgment be, and the same is hereby revived in favor of the plaintiff, her administrator, together with the costs of this proceeding, taxed to $, and execution is hereby awarded by the order of said defendant for said sum of Nineteen Hundred and Forty six Dollars and Forty cents, and the interest since April 26th 1883, and the costs aforesaid.

Entry. 5485

Cameron & Woodburn
Attys for Pltff.

Transcript. 5145

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Transcript
5145

State of Ohio
Union Co, ss } In Justice Court for York Township
O.P. Lennox, Pltff. Before A.E. Knox, Justice of the Peace
vs Amount claimed $96.74
Peter Hill & E.A. Waffle.

The Plaintiff filed his bill of particulars which reads in substance as follows:

January 29th, 1885

On the first day of February, 1886. I promise to pay E.S. Clark or bearer, One Hundred and Fifty Dollars, value received at 6 per cent interest, payable at the Bank of Richwood

signed, Peter Hill

Endorsed on the back of the above note as follows: Demand of note waived payment guaranteed.

signed E.A. Waffle.

Also endorsed as follows: Received March 5th 1886, Sixty-five Dollars

July 2nd, 1886.

I issued summons for the defendants Peter Hill and E.A. Waffle, to appear July 7th, 1886, at 1 P.M.

July 5th, 1886

Summons returned, endorsed as follows: Received this writ July 2nd 1886 by leaving a certified copy with endorsements thereon with Peter Hill, E.A. Waffle, not found in the county.

Fee service - 25¢
Copy 25¢
mileage 30¢
80¢

A.M. Hilliard, Const

July 7th 1886. 1 O'clock P.M.

Time set for the appearance of the defendants; Peter Hill, one of the defendants appeared, and after hearing the Allegations of the defendant, & is thereupon, on said day considered by me that the Plaintiff, O.P. Lennox recover of the said defendant, Peter Hill, the said sum of Sixty-six Dollars and 74/100 and his costs as herein shown.

July 16th, 1886.

The defendant Peter Hill came with A. Stults and demanded transcript and entered an appeal undertaking with A. Stults as surety as herein follows: Whereas, on the 7th day of July, 1886, O.P. Lennox, obtained a judgment against Peter Hill, on the docket of A.E. Knox, for Sixty Six 74/100 Dollars and costs taxed at Six 37/100 Dollars, and the said Peter Hill intends to appeal therefrom, to the court of Common Pleas of Union County, Ohio. Now, therefore I, A Stults of York Township, Union County, Ohio, do hereby promise and undertake to the said O.P. Lennox, in the sum of two hundred dollars, that the said appellant of judgment be adjudged against him on the appeal will satisfy such judgment with interest and costs that may accrue and also that the said appelant will prosecute his appeal to effect, and without unnecessary delay.

A. Stults

Executed and acknowledged and surety approved this 16th day of July, A.D. 1886.

A.E. Knox, J.P.

State of Ohio, Union County, York Township.

I do hereby certify that the above is a full and true copy from my docket of the proceeding, had by and before me at my office, in said Township in the above action.

A.E. Knox J.P.

Petition

Pleas before the Hon. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union, of the Third Subdivision of the Tenth Judicial District of the State of Ohio on the 27th of February, 1885. Heretofore to wit: On the 4th day of November, 1886, a Petition was filed with the Clerk of said Court, which reads as follows to wit:

O.P. Lemmox, Plaintiff.
vs
Peter Hall et al & E.A. Waples
Deft

Court of Common Pleas
Union County, Ohio

5145. Plaintiff says: There is due him from the Defendants, Peter Hall as maker and E.A. Waples as Indorser, the sum of $96.74 which he claims with interest thereon at 6 per cent, from the 7th day of July, 1886, on a Promissory note of which the following is a copy, with all credits and indorsements.

$150.00 Jan. 29th 1885.

On the First day of February, 1886, I promise to pay E.S. Clark or bearer, One Hundred and Fifty dollars, value received, at 6 per cent interest, Payable at the Bank of Richwood.

Peter Hall.

Indorsed: Demand of note waived payment guaranteed.

E.A. Waples.

Received March 3rd 1886, Sixty Five Dollars.

Plaintiff avers: That he is the owner and holder of said note. Wherefore Plaintiff prays Judgment against said Defendants in said sum of $96.74 and 6 per cent interest thereon from the 7th day of July, 1886.

S.S. Gardner
Pltiff Atty.

State of Ohio, Union Co ss

O.P. Lemmox being duly sworn says the facts and allegations in the forgoing Petition are true as he verily believes.

O.P. Lemmox.

Sworn to and subscribed before me this 26th day of October, 1886.

H.J. Rucker
Notary Public

Entry 5145.

O.P. Lemmox, Plaintiff.
Peter Hall, et al
Defendant

This cause is continued with leave to Defendant to file answer in 30 days from the rising of the court.

S.S. Gardner

Entry 5148

Now came the Plaintiff herein, and the Defts. Peter Hill and E.A. Hafles bring in default for answer and demurrer to the Petition. The Court find that the Allegations of the Petition are confessed by them to be true and that there is due the Plaintiff, O.P. Lemon from said Peter Hill as Principal, and E.A. Hafles as Indorser on the note set up in the Petition, the sum of $95.00. It is therefore considered by the Court that the Plaintiff, O.P. Lemon, recover of the said Peter Hill as Principal and E.A. Hafles, as Indorser, the said sum of $95.00 and costs herein taxed at $

Petition 5510

Pleas before the Hon. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House 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 27th day of Fibruary, 1888.

Heretofore to-wit: On the 2nd day of March, 1888, a Petition was filed with the Clerk of said Court, which reads as follows, to-wit:

State of Ohio
Union County, ss }

Fleck and Chapman, Plaintiff
vs
Samuel Baudre, Defendant } Court of Common Pleas

A.S. Chapman, of the firm of Fleck and Chapman, the above named Plaintiffs, say that there is due to $291 33/100 from Samuel Baudre, Defendant, on a Promissory note made by the Defendant, to Fleck & Chapman, dated the 27th day of January, A.D. 1888, which note, with the warrant of Attorney thereto annexed, is hitherto attached, the sum of Two Hundred and Ninety-one and 33/100 Dollars, with interest thereon at 8 per cent, from the 28th day of January A.D. 1888. The Plaintiffs further say that they are the legal owner and holder of said note, that the same is due and unpaid. Whereupon the Plaintiffs ask judgment against said Defendant for the sum of Two Hundred and Ninety-one and 33/100 Dollars, with interest at 8% from the 28th day of January, A.D. 1888.

J. McKennedy, Attorney for Plaintiffs.

A.S. Chapman, one of the above named Plaintiffs, being duly sworn, says that he believes the statement in the foregoing petition to be true. He further says that the said Plaintiff, A.S. Chapman.

Subscribed by A.S. Chapman in my presence, and sworn to by him, before me, this 2nd day of March, A.D. 1888.

A. H. Kollefroth, Notary Public.

$291.33/100

Ostrander, Ohio, January 27, 1888

One day after date, for value received, we jointly and severally promise to pay to Fleck and Chapman, Two Hundred and Ninety-one and 33/100 Dollars, with interest at the rate of 8 per cent per annum after maturity.

And we hereby authorize and empower any Attorney at Law, in the State of Ohio, at any time after the above sum becomes due, with or without process, to appear for us, or either of us, in any Court of Record

in the State of Ohio, and confess judgment in favor of said for the said amount, interests, and costs, against us, or any of us, and to release all errors, and writs of errors, and the rights of second trial, and the right of appeal and stay of execution.

Witness our hands and seals this day of 188

Samuel Baldre.

State of Ohio, Union County, ss.

Answer. And now came Samuel Bawdre, the above named Defendant, by the undersigned Attorney, and waive the is-
5516. suing and service of proces in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs petition, and against the above named Defendant, for the sum of Two Hundred and Ninety-three Dollars and 46 cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

March 2nd A.D. 1888. A.H. Kollefrath, Atty for Deft.

This day came the Plaintiff by J.M. Kennedy his attorney, and thereupon came A.H. Kollefrath, one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced
Entry. in open Court and duly proven, waived the issuing and service of pro-
5516 ces, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff, as is alleged in said Plaintiffs petition, the sum of $293 46/100. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $293.46, so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8% per annum. And by virtue of said warrant of Attorney, all errors are released, and all rights of appeal, and all right to file a petition in error are waived.

Petition. Pleas before the Hon. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union, of the third Sub-division, of the tenth Judicial District of the State of Ohio, on the 27th day of February 1888.

Heretofore to-wit: On the 14th day of March, 1888, A Petition was filed with the Clerk of said Court, which reads as follows, to-wit;

5513

Affidavit. State of Ohio, Union

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State of Ohio,
Union County, ss }

Bank of Richwood, Plaintiff
vs
James T. Mahaffey and
C. F. Haines, Defendants. } Court of Common Pleas

5518

Plaintiffs are a company of persons formed for and now carrying on the business of private Banking at Richwood, Union County, Ohio, under the firm name and style of Bank of Richwood, that the Defendants, James T. Mahaffey and C. F. Haines on or about the 24th day of February, A.D. 1887, 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 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 them thereon from said Defendants, the sum of Six Hundred Dollars, with interest at the rate of 8% per annum, from the First day of July, A.D. 1887. Therefore, the said Plaintiffs ask Judgment against the said Defendants for the sum of Six Hundred Dollars, with Interest thereon at the rate of 8 per centum, per annum, from the 1st day of July, A.D. 1887, and for costs of suit

S. S. Gardner, Plaintiff's Attorney.

Affidavit

5513.

S. S. Gardner, being duly sworn, says that he is the Attorney of Record of said Plaintiffs, that this Action is brought upon an instrument in Writing for the payment of Money only; that said Instrument in Writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact

S. S. Gardner

Sworn to by said S. S. Gardner, before me, and by him subscribed in my presence, this 19th day of March, A.D. 1888.

R. McCrory, Clerk.

"Exhibit A" $600.00

On the first day of July, 1887, for value received, we jointly and severally promise to pay the Bank of Richwood, at their office, Six 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% 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 Attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals this 24th day of February 1888.

James T. Mahaffey
C. F. Haines.

State of Ohio, Union County, ss.

By virtue of Warrant of Attorney attached to the foregoing Petition, I, R. H. Woodburn, 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 James T. Mahaffey and C. F. Haines, Defendants, and waive the issuing and service of process therein, and confess a judgment in favor of the said Bank of Richwood against said James T. Mahaffey and C. F. Haines, for the sum of Six Hundred and Thirty-four Dollars and Seventy-five cents, Damages, bring the amount appearing due for Principal and Interest on said Promissory Note, and also for Costs of suit, and I do hereby release all errors, and waive all right of appeal.

R. H. Woodburn, Defendants Atty

Answer. 5513.

This day came the plaintiff, by S. S. Gardner, attorney; also appeared in open court, for and on behalf of said defendants, R. H. Woodburn, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiffs, for Six Hundred and Thirty-four Dollars and Seventy-five cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises. It is therefore considered that said plaintiffs recover of said defendants the sum of Six Hundred and Thirty four dollars and Seventy-five cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 19th day of March A. D. 1888; and also costs herein expended, taxed at $

Entry. 5513

Petition 5515

Pleas before the Hon. John A. Price, Judge of a Court of Common Pleas, begun and held in the Court House, in the town of Marysville, within and for the County of Union, of the third Sub-division, of the Tenth Judicial District of the State of Ohio, on the 27th day of February, 1888.

Heretofore to-wit: On the 22nd day of March, 1888, a petition was filed with the Clerk of said Court, which reads as follows, to-wit:

Answer. 5515.

State of Ohio
Union County ss.
Fleck and Chapman, Plaintiff
vs
P. T. Lightner, Defendant
} In the Court of Common Pleas

No. 5515

The Plaintiffs say this their action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

$80 83/100

Marysville, Ohio April 28th 1881.

One day after date as principle debtors, we jointly and severally promise to pay to Fleck & Chapman, or order, at their office in Marysville, Ohio, Eighty and 83/100 Dollars, for value received with 8 % interest, from Dec. 2nd 1880. And we hereby authorize any Attorney at Law to appear for us, or either of us, in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against us, and confess judgment in favor of the legal holder of the abov against us or either of us 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. P. T. Lightner.

And that there is due to Plaintiff from the Defendant on said note the sum of Eighty and 83/100 Dollars, which we claim with interest from the 2nd day of December, A.D. 1880, at 8 per cent. per annum, and for which with costs of suit, we ask judgment against the defendant.

P. R. Kerr, Attorney for Plaintiff.

P. R. Kerr being sworn, says that he is the Attorney for Plaintiffs in this action, and that the facts stated and allegations in said petition are, as affiant believes, true. And said note is in my for collection.

P. R. Kerr

Sworn to before me, and signed in my presence, this 22nd day of March, A.D. 1883

R. McElroy, Clerk
By W. M. Kinget, Deputy

Answer.

5515.

The Defendant, P. T. Lightner by J. H. Robinson, Attorney, and an Attorney at Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note, with the accompanying Warrant of Attorney is produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enters his appearance herein; and said Defendant by said Attorney duly authorized as aforesaid, says that he cannot gainsay or resist

the facts stated and allegations in the petition of Plaintiffs herein filed against him, but acknowledges and confesses the same to be true, and says that he is indebted to the Plaintiffs on the said note in manner and form as the Plaintiffs have in their Petition set forth, and that the amount due upon said indebtedness at this day is the sum of , and therefore, for that sum, with interest from this date, at 8% per annum, and accruing costs, I confess judgment in favor of the Plaintiffs, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error therein.

J. H. Robinson. Atty for Defendant.

Entry. 5515.

This day came the Plaintiffs by P. R. Kerr, their Attorney, and filed their Petition against said Defendant, and thereupon came J. H. Robinson an Attorney for that purpose, duly executed by said defendant, now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendant, waived the issuing and service of process, entered the appearance of said Defendant herein, and acknowledging that said Defendant did owe and was indebted unto the Plaintiffs as he has in his Petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said Defendant, to said Plaintiffs, on said indebtedness, the sum of One Hundred and Twenty-eight Dollars, bearing interest at 8% per annum, and that said Plaintiffs ought to recover of said Defendant a judgment for that sum. It is therefor considered by the Court here that the said Fleck and Chapman, Plaintiffs, recover of the said P. T. Lightner, Defendant, the sum of One Hundred and Twenty-eight Dollars so confessed, as aforesaid, with interest from this date at 8 per cent. per annum, and also costs in their behalf expended taxed to $ and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said Defendants waived and released.

Pleas before the Hon. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the Town of Marysville, within and for the County of Union, of the third Sub-division, of the Tenth Judicial District of the State of Ohio, on the 27th day of February, 1888.

Petition. 5511.

Heretofore, to-wit: On the 19th day of March, 1888, a Petition was filed with the Clerk of said Court, which reads as follows, to-wit:

State of Ohio
Union County, ss }

James Cutler, Plaintiff
vs
J. E. Tobey and J. H. Tracy, Defendants. } In the Court of Common Pleas.

James Cutler, the Plaintiff says, that the Defendants J. E. Tobey and J. H. Tracy, on or about the 29th day of March, A. D. 1886, executed and delivered to the said Plaintiff, their Promissory note, of that date, together with a Warrant of Attorney, which Promissory note and War-

rant of Attorney, are hereto attached, marked "Exhibit A", and made a part of this Petition. Said Plaintiff further says that said Promissory Note is due and unpaid, that he is the legal owner and holder thereof, and that there is still due him thereon from said Defendants, the sum of One Hundred and Forty-two Dollars, with interest at the rate of 8 o/o per annum, from the 29th day of June, A.D. 1886.

Therefore, the said Plaintiff asks Judgment against the said Defendants for the sum of One Hundred and Forty Two Dollars with interest thereon at the rate of 8 per cent. per annum, from the 29th day of June, A.D. 1886, and for costs of suit.

S.S. Gardner, Plaintiff's Atty.

Exhibit A.

$142.00 Ninety days after date, for value received, we jointly and severally promise to pay James Cutler, or bearer, One Hundred and forty-two Dollars, with interest at the rate of 8 o/o per annum, on all unpaid principal and interest, after due until paid; interest to be computed every year, with 3 o/o, 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 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 29th day of March, 1886

J. E. Tobey

J. H. Tracy

State of Ohio, Union County, ss.

Affidavit. 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 verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

55½.

S.S. Gardner.

Sworn to by said S.S. Gardner, before me, and by him subscribed in my presence, this 19th day of March, A.D. 1886.

R. McCrory, Clerk of Court.

Answr 5511.

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, R.K. Woodburn, 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 James Cutler, Plaintiff against said J.E. Tobey and J.H. Tracy Defendants, and waive the issuing and service of process therein, and confess a Judgment in favor of the said James Cutler against said J.E. Tobey and J.H. Tracy, for the sum of One Hundred and Sixty-one Dollars and Thirty-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 right of appeal.

R.K. Woodburn, Defendant's Atty

Entry. 55[illegible].

This day came the plaintiff, by S.S. Gardner, attorney; also appeared in open court, for and on behalf of said defendants, R.K. Woodburn an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note, attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for One Hundred and Sixty-one Dollars and Thirty-eight cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of One Hundred and Sixty-one dollars and Thirty Eight cents, being the amount of said note with interest computed at 8% per annum, from the 19th day of March, A.D. 1888; and also costs herein expended, taxed at $

Petition 5308

Pleas before the Hon John A Price, Judge of a Court of Common Pleas, begun and held at the Court House, in the town of Marysville, within and for the county of Union, of the Third Sub-division of the tenth Judicial District, of the State of Ohio, on the 27th of February, 1888. Heretofore to-wit: On the 22nd day of Apr. 1887, a Petition was filed with the Clerk of said Court, which reads as follows, to-wit:

5308

State of Ohio. Union County, ss.

Adam Howard and George Howard, Plaintiffs

vs

Stillis Anning, Defendant.

In the Court of Common Pleas

Plaintiffs sue as survivors of Adam Howard Sr. Adam Howard, Jr. and George Howard, late partners under the firm name of Adam Howard & Sons. Defendant is indebted to Plaintiffs on a promisory note, of which the following is a copy, and on which there are no credits nor indorsements.

$ 130.00

Richwood, Ohio, Nov 20th, 1885

On the 1st day of December, 1886, for value received, I promise

to pay C. C. Harman or bearer, One Hundred and Thirty Dollars, at Richwood, Ohio, with Interest at the rate of 8% per annum. But if paid when due, a reduction at the rate of 2% per annum in the interest will be made P.O Broadway. Union Co. Ohio.

Willis Amrine.

There is due plaintiffs from defendant, on such note, the sum of One Hundred and Thirty Dollars, which they claim with interest at 8% per annum, from November 20th 1885.

Wherefore plaintiffs ask judgment against defendant in the sum of One Hundred and Thirty Dollars, with 8% interest, from November 20th 1885.

R. K. Johnston, Attorney for Pltffs.

State of Ohio, Crawford County, ss.

Adam Howard, being duly sworn according to law, says that he is one of the Plaintiffs herein, and that the statements in the foregoing petition contained are true as he verily believes.

Adam Howard.

Sworn to before me and signed in my presence this 22nd day of April, 1887.

L. B. Gochon.
Notary Public.
Marysville, April 22, 1887.

To the Clerk:

Issue Summons in the above case to the Sheriff of Union County, returnable according to law for Willis Amrine, for money only. Amount Claimed $130.00 with 8% interest from November 20th 1885.

R. K. Johnston, Attorney for Pltffs.

Afterward to-wit: On the 22nd day of April, A.D. 1887, a Summons was issued by the Clerk of said Court, a copy of which follows:

Summons. 5308

To the Sheriff of Union County, Greeting: We command you to notify Willis Amrine that he has been sued by Adam Howard and George Howard, surviving partners, in the Court of Common Pleas of Union County, and that unless he answers by the 21st day of May, A.D. 1887 the petition of said plaintiffs, Adam Howard and George Howard against him filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly. You will make due return of this summons on the 2nd day of May, A.D. 1887.

Witness my hand and the seal of said Court, this 22nd day of April, A.D. 1887.

Seal

J. L. Burgner, Clerk.
By W. M. Kluget, Deputy.

Sheriff's Return

5318.

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

Recived this writ April 22nd A.D. 1887, at 2 o'clock P.M and pursuant to its command, on the 27th day of April, 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, Willis Amrine.

Sheriff's Fees
Service --- .30
Mileage - 1.60
Copy .20
$2.10

W Hopkins Sheriff.
By A.L.G. Deputy

Indorsed: In action for money only. Amount claimed $130.00 with 8% Interest from Nov. 20th/85

R.V. Johnston, Plaintiff's Attly.

Motion for Security for costs

And now comes the defendant and moves the Court here for an order requiring the plaintiff herein to secure the costs in this cause and for cause says, The Plaintiffs are now residents of the said County of Union.

Robinson and Piper, Attorneys for Defendant.

Answer

5318.

The defendant, W.F. Amrine now comes and says he did not sign the note mentioned in said petition nor authorize any one to sign the same.

Robinson and Piper, Attys for Defendant.

W.F. Amrine, being duly sworn deposes and says the allegations of the forgoing answer are true as he believes.

Willis F. Amrine.

Sworn to before me and signed in presence by the defendant this 3rd day of June, 1887.

John D. Burgner, Clerk

Entry

3318

This cause is reassigned on the docket for trial on the 10th day of Nov. 1887.

Entry.

Now came the parties hereto, and the defendant offered to allow judgment to be taken against him for the sum of Seventy Five Dollars, which offer the plaintiffs have accepted. It is therefore considered by the Court that the plaintiffs Adam Howard & Geoge Howard, as surviving partners of the firm of A. Howard & Sons recover from the said Willis Amrine, the sum of Seventy-five Dollars, and their costs herein expended, and execution is stayed until the 1st day of May, 1888.

Petition

5385

Pleas before the Hon. John A. Price, Judge of a Court of Common Pleas begun and held at the Court House, in the Town of Marysville, within and for the County of Union, of the Third Sub-division of the Tenth Judicial District of the State of Ohio, on the 27th of February, 1888. Heretofore, to-wit: On the 22nd day of September, 1887, a Petition was filed with the Clerk of said Court, which reads as follows, to-wit:

State of Ohio Union County,ss

Mariah Mahaffey, Plaintiff } In the Court of Common Pleas
vs
James T. Mahaffey, Defendant }

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

" $145.00 Raymond, Ohio Aug. 20th 1875.
" 155 Twelve months after date, I promise to pay to Mariah
" 300 Mahaffey, or order, the sum of Three Hundred Dollars
" with use Value received.
" James T. Mahaffey

There are no credits on said promissory note, and no payment has been made thereon. Said note was executed by the defendant to the plaintiff for money lent by her to him. There is due to the plaintiff from the defendant on said promissory note, the sum of Three Hundred Dollars, with interest from August 20th 1875.

The plaintiff therefore asks judgment against the defendant for said sum of Three Hundred Dollars, with interest from Aug. 20th 1875, and the plaintiff asks such other and further relief as in equity she may be entitled to.

Porter & Porter, Attys for Pltff.

E. T. Porter being sworn makes oath that he is one of the attorneys for the Plaintiff in this action duly authorized. That this action is founded upon a written instrument for the payment of money, and such instrument is in the possession of affiant, as such attorney; and affiant believes the facts stated in the foregoing petition to be true.

E. T. Porter.

Sworn to by E. T. Porter, before me, and signed by him in my presence, this 21 day of September A. D. 1887.

John D. Burgner, Clerk.

To the Clerk: Issue a summons against the defendant, returnable according to law. Indorse Amount claimed $300.00 with interest from August 20th 1875.

Porter & Porter, Attys for Plaintiff.

Afterward to-wit: On the 22nd day of September, 1887, a Summons was issued by the Clerk of said Court, a copy of which follows:

Summons
5385

To the sheriff of Union Co. Greeting: We command you to notify James T. Mahaffey that he has been sued by Mariah Mahaffey in the Court of Common Pleas of Union County, and that unless he answers by the 22nd of October, A. D. 1887 the petition of said plaintiffs against him filed in the Clerks Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

Witness my hand and the seal of said Court, this 22nd day of September, A. D. 1887.

seal

John D. Burgner, Clerk.

Sheriff's Return 5385.

State of Ohio, Union County, ss.

Recivd this writ Sept 22" A.D. 1887, at 2 oclock P.M and pursuant to its command, on the 26 day of September, 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. T. Mahaffey.

Sheriffs Fee	
Service	.30
Mileage	1.60
Copy	.20
	$2.10

M. Hopkins, Sheriff.

Indorsed: In action for money only. Amount claimed $300.00 with interest from August 20" 1875.

Porter & Porter, Plaintiffs Attys.

Answer 5385

The Defendant for his answer to the petition of said Plaintiff says: That the said plaintiff ought not to have or maintain her said action against him, in manner and form as stated in said petition, because this defendant says, the said plaintiff for the last thirty years and more has been the wife of defendant and that said marriage relation still exists. Second Defense. For a second defense this defendant says the said plaintiff ought not to have or maintain her said action because this defendant says: That at the time of his marriage with plaintiff, he was a widower and father of the children who are still living. That after his marriage with plaintiff, there was born to plaintiff and defendant, four children, all of whom are still living. That about the date of the note mentioned in plaintiffs petition or some time prior thereto, the plaintiff came into possession of some money which she desired to be paid to her children. As they came of age none of said children having arrived at the age of majority at the time of the execution of said note. It was then arranged and agreed between plaintiff and defendant, that defendant should take said money and hold the same in trust for the children of plaintiff to be paid to them as they became of the age of majority or married. In pursuance of the said arrangement, the defendant took said money and executed to plaintiff the note in the petition described to be held in trust as aforesaid and when said money was paid to the children of plaintiff said note was to be delivered at once cancelled. Defendant says: that the first of said children to marry was Nancy Ella, daughter of plaintiff and defendant who married G. C. Edwards about the month of August, 1875. And shortly thereafter the defendant, at the request of plaintiff paid to said plaintiffs daughter, the sum of $180.00 of said money so by him received and the same was to be credited upon said money so received. The next of said children to marry was John N. who was married on or about the month of April, 1881, and shortly thereafter, Defendant at the request of Plaintiff paid to said John N. the sum of Two hundred and Fifty Dollars which was of the proceeds of the money so received by defendant from plaintiff and was to go to the payment of said note. That next child to marry was Curtis A. who married about the month of November, 1883, and in the month of January 1884, Defendant at the request of plaintiff paid to said Curtis A. the sum of Two Hundred

Reply 5385

Entry. 5385

Dollars, which was to be in payment of said note. That the last child to marry was Flora M. who married about the month of February 1887, and the defendant at the request of the said plaintiff paid to her the sum of Two Hundred and Sixty five dollars, which sum more than paid said note, and the same should have been delivered up to the defendant. Defendant says that he did not figure interest on said note or have the same in his possession but kept paying on the same as plaintiff requested and thus more than fully complied with his trust and paid said note in full. The defendant says that in addition to the foregoing sums he has paid to and for said children large sums of money on his own account which is not included in the above. Defendant therefore says that said note is fully paid; and he denies that he is in any manner indebted to plaintiff therefor. Wherefore Defendant asks that he may go hence without day, &c.

Cameron & Woodburn

D. H. Ayers, Attys for Deft.

J. T. Mahaffey being sworn says that the facts stated and allegations made in his foregoing answer are true as he believes.

James T. Mahaffey

Sworn to before me and signed in my presence this 18th day of November, 1887.

John D. Burgner, Clerk.

Reply. 5385.

The plaintiff replies to the answer of defendant, and admits: That the plaintiff and defendant are husband and wife as alleged. And admits that at the time of her marriage with the defendant he was a widower, and had three children who are still living. And admits that after her marriage with defendant there were born to them four children who are still living and who were all married as alleged. And defendant admits that she came into possession of some money from her father's estate as alleged by defendant. And plaintiff denies each and every allegation made and contained in said answer except as above specially admitted and asks judgment as she has heretofore asked in her petition.

Porter & Porter, Attys for Plaintiff.

The plaintiff, Mariah Mahaffey, being sworn, makes oath that the facts stated in the foregoing reply are true as she believes.

Mariah Mahaffey.

Sworn to by Mariah Mahaffey before me, and signed by her in my presence this 3rd day of February, 1888.

T. H. Malin J.P.

Fees 25

Entry. 5385.

Afterwards on the 21st day of March, 1888, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Mariah Mahaffey, Plaintiff. vs James T. Mahaffey, Defendant

This day came the parties by their attorneys, and this cause came on to be tried; and therefor came a Jury, to-wit: William McManus, Thomas Connor, James Cameron, J. D. Mather, Martin Eirich, Edward Dilsaver, Joseph Ohara, Harrison Longbury, Philip Rausch, Wm J. Granman

Calvin Liggat and John Neely; who, being impaneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render, according to law, and the evidence, unless withdrawn by consent of the parties, or discharged by the Court; and after hearing the testimony, arguments of counsel and charge of the Court, the said Jury retired to their room to delibrate upon their verdict, and after due delibration returned into open Court and presented their verdict in writing in the words and figures following; to-wit:

State of Ohio, Union County, ss } Court of Common Pleas, February term, 1888

Mariah Mahaffey, Plff
vs
James T. Mahaffey, Dft

Verdict 5385

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, J. T. Mahaffey, at the sum of $526.25/100, Five Hundred and Twenty six 25/100 Dollars.

Dated March 15, 1888. Calvin Liggett, Foreman.

Entry 5385

This day this cause came on again to be heard upon the verdict heretofore, at this term rendered in this cause, and there being no motion for a new trial filed by defendant within the time required by law It is considered and adjudged that the plaintiff recover of the defendant said sum of Five Hundred and Twenty-six and 25/100 Dollars ($526.25) so found her due by the verdict aforesaid, and also her costs in this behalf expended taxed at $

Pleas before the Hon. John A. Price, Judge of a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union, of the third Sub-division of the Tenth Judicial District of the State of Ohio, on the 27th day of February A.D. 1888.

Heretofore, to-wit: On the 13th day of October, 1887, a petition was filed with the Clerk of said Court, which reads as follows, to-wit:

Petition

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

William Kirk, Plaintiff
vs
Jonathan Beard, Mary E. Carman, and George W. Carman, Azuba Case, Defendants.

5417.

And now comes the plaintiff, and for cause of action herein against the said Defendants, says: that on the 8th day of February, 1884, the defendant, Jonathan Beard, executed and delivered to one A. T. Carpenter, his eight promissory notes of that date, each for the sum of $324.00 and each to bear interest from the 1st day of April, 1884, at the rate of 6% the interest to be paid annually; said notes being due and payable on the 1st days of April, 1886, 1887, 1888, 1889, 1890, 1891, 1892 and 1893, respectively: that to secure the payment of the said notes, the said Jonathan Beard, on the said 8th day of February, 1884, executed and delivered to said A. T. Carpenter his mortgage deed of that date, and thereby conveyed to said A. T. Carpenter in fee simple the following described premises: situated

in the county of Union in the state of Ohio, and in the township of Washington, being a part of U.M. Survey No. 12289 and bounded and described as follows; Brginning at a stone in the centre of the Shirtzer road witness A B. K. from one root and a stone brars S. 43° E. 30 links -; Thence with the centre of the Shirtzer road N. 5¼° W. 26 poles to a stone witness A B. K. brars S. 4½° E. 44 links -: Thence with the centre of said road N. 4½° W. 84. 23 poles - witness a stake brars S. 9½° E. 32 links -: thence N. 81° E. 189 poles - witness a stake brars N. 9½° E. 32 links -: Thence S. 9½° E. 99.38 poles to the north east corner of the lands of N. Williams; Thence with N. Williams line S. 81° W. 178.28 poles to a stone; Thence S. 2¼° W. 35.60 poles with another of N. Williams lines to a stake; Thence N. 78¾° W. 17 poles to the centre of the Shirtzer road; Thence with the centre of said road N. 23½° E. 19. 78 poles to the brginning containing 120 Acres of land more or less.

That said mortgage had a condition therein written to the effect that if the said Jonathan Beard should well and truly pay the said notes, together with the interest thereon, when and as they respectively became due, then said mortgage deed should be void; otherwise to be and remain in full force and virtue in law. That on the 8th day of February, 1884, at 5 o'clock P. M. said mortgage was left with the recorder of Union County, Ohio, for record, and was afterward recorded in volume 20 on page 514 of the records of mortgages for said Union County. That the interest on each one of said notes has been paid up to April 1st 1885.

That for a valuable consideration the said A. J. Carpinter sold and delivered the said notes and mortgage to this plaintiff, who is now the legal owner and holder thereof. That the notes due April 1st 1886 & April 1st 1887, have neither of them been paid and there is now due and owing thereon the sum of $648.00 with 6% interest thereon payable annually from the 1st day of April, 1885. That by reason of the non-payment of said notes as aforesaid the said mortgage deed has become absolute and subject to foreclosure. That since the making of the said mortgage, the said Jonathan Beard has sold 20 acres of the above described land to the defendant Mary E. Carman, and that the defendant Azuba Case has obtained a Judgment against the said Jonathan Beard. Plaintiff further says that the defendant Jonathan Beard is cutting and hauling valuable timber from the premises described above and thereby injuring and depreciating plaintiffs security, and that unless said Jonathan Beard is restrained by the order of this Court, he will proceed to cut and haul away all the valuable timber there is on said premises, and will commit other waste on said premises to the great and irreparable injury of plaintiff. Wherefore plaintiff prays that an order be issued restraining the defendant, Jonathan Beard, from committing further waste by cutting and hauling away the valuable timber, and that unless he pay the amount due plaintiff as aforesaid within a short day to be named by the Court, that an order issue to the sheriff of Union County, Ohio, commanding him to cause said prem-

isrs to be appraisrd, advrtisrd and sold according to law, and that he bring the proceeds into court to await further order.

T. B. Fulton, Atty for Pltff

J. W. Tilton, being first duly sworn according to law says that he is the agent of the plaintiff duly authorized in the premises; that the plaintiff is a non-president of Union County, Ohio, and now absent therefrom, and that the facts stated and allgations of the forgoing petition are true.

J. W. Tilton

Sworn to before me and subscribed in my presence by the said J. W. Tilton, this day of October, 1887.

John B. Coats, Probate Judge.

I acknowledge my self security for costs herein.

Injunction allowed as prayed for in petition upon plaintiff giving bond condition according to law in the sum of Two Hundred Dollrs, to the satisfaction of the Clerk of the Court of Common Pleas of Union County, Ohio.

John B. Coats, Probate Judge

Fees $2.00 Paid by Plaintiff.

To the Clerk:- Issue summons to Sheriff of Union County Ohio, for defendants returnable according to law.

Indorse:- Injunction allowed and Bond given to foreclose mortgage

T. B. Fulton, Atty for Plaintiff.

William Kirk, Plaintiff } Before the Probate Judge.
vs.
Jonathan Beard, Mary E. Carman, George W. Carman and Azuba Case, Defts. } Motion for Temporary Injunction in the Court of Common Pleas,

Union County, Ohio.

Motion 5417.

And now, on this 13th day of October, 1887, came the plaintiff, by T. B. Fulton, 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 and the affidavit therein filed, and after hearing the arguments of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant, Jonathan Beard, from cutting and hauling away any timber from the premises described in plaintiffs petition, and from otherwise committing waste thereon as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed on said plaintiff, giving an undertaking to the said defendant, conditioned according to law with security to be accepted by the said Clerk of a Court of Common Pleas, in the sum of $200.00

John B. Coats, Probate Judge.

We, J. K. Tilton and T. B. Fulton bind ourselves to the defendant Jonathan Beard, in the sum of Two Hundred Dollars, that the plaintiff William Kirk 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. October the 13th, One thousand eight hundred and eighty seven

J. K. Tilton and T. B. Fulton

Afterward, to-wit: On the 13th day of October, A.D. 1887, a summons was issued by the Clerk of said Court, a copy of which follows:

State of Ohio, Union County, ss.

To the Sheriff of Union County, Greeting:

We command you to notify Jonathan Beard, Mary E. Carmean, George W. Carmean and Azuba Case, that they have been sued by William Kirk in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of November A.D. 1887 the petition of said plaintiff, William Kirk against them filed in the Clerks Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

Summons 5417.

You will make due return of this summons on the 24th day of October, A.D. 1887.

Witness my hand and the seal of said Court, this 13th day of October, A.D. 1887.

Seal

John D. Burgner, Clerk.

By A. R. Burgner, Deputy.

Received this Writ Oct. 13th A.D. 1887, at 2 o'clock P.M., and pursuant to its command, on the 15th 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 Jonathan Beard, and by handing a certified copy of the same to the within named defendant, Azuba Case. The within named defendants Mary E. Carmean and George W. Carmean not found in my County.

Sheriffs Return 5417.

M. Hopkins, Sheriff.

Sheriffs Fees: Service .45 Mileage 3.20 Copy 80. Total $4.45

Endorsed: Injunction allowed and Bond given.

To the Sheriff of Richland County, Greeting: We command you to notify Mary E. Carmean and George W. Carmean (East 4th St. Mansfield) that they et. al. have been sued by William Kirk, in the Court of Common Pleas of Union County, and that unless they answer by the 26th day of November, A.D. 1887 the petition of said plaintiff against them filed in the Clerks Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

Summons 5417

You will make due return of this summons on the 7th day of November, A.D. 1887.

Witness my hand and the seal of said Court, this 29th day of October, A.D. 1887.

Seal

John D. Burgner, Clerk.

State of Ohio, Richland County, ss.

Recivd this Writ, October 29, A.D. 1887, at 10 oclock A M and pursuant to its command, on the 2nd day of November, A.D. 1887,

Sheriffs Fee
Service .75
Mileage .16
Copies .50
Docketing .10
$1.21

I servd the same by leaving a true and certified copy of this Writ, with the endorsements, at the usual place of residence of the following named defendants Mary C. Carmean and George W. Carmean. I therefore make this my return.

Sheriffs Return. 5417.

B. Flannery, Sheriff.
By Wm O. Fedrie, Deputy.

And now comes the said William Kirk by T.B. Fulton his 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 Jonathan Beard, 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 Jonathan Beard on the notes, due and mortgage in the petition mentioned and set forth, the sum of Seven Hundred and Forty-nine Dollars and Ninety three 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 Seven Hundred & Forty nine Dollars, and Ninety three cents, the sum found due as aforesaid, and also costs taxed at $. And it is further adjudged and ordered that in case the said defendant Jonathan Beard fail for 3 days from this date, to pay to the said plaintiff the said sum of Seven Hundred and Forty-nine Dollars, and Ninety-three cents, so as aforsaid found due, with costs of suit, an order issue 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 aforsaid rendered; and the residue, if any, he bring into court, to abide the further order of said Court.

Journal Entry. 5417

T.B. Fulton, Atty for Pltff.

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

Whereas, at a term of the the Court of Common Pleas held at Marysville, in and for the said County, on the 14th day of November, A.D. 1887, in the cause of William Kirk, Plaintiff, and Jonathan Beard, et al. Defendants, said William Kirk obtained a judgment or decree against the said Jonathan Beard et. al. for the sum of Seven Hundred and Forty nine and 93/100 Dollars, and Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Jonathan Beard shall within three days from the 14th day of November, A.D. 1887, pay unto the said William Kirk, the said sum of Seven Hundred and Forty nine and 93/100 Dollars, with interest from 24th day of October, A.D. 1887, at the rate of 6 % per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and

Order of Sale 5417

Sheriffs Return 5417

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upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition, &c.: And whereas, the 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 therfore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the Township of Washington, County of Union and State of Ohio, being part of U. M. Survey No. 12289 and bounded and described as follows: Beginning at a stone in the centre of the Shirtzer road - Witness A.B. W. from the root and a stone bears S 45° E 30 links. Thence with the centre of the Shirtzer road N 5¼° W. 26 poles to a stone. witness A.B. W. Bears S 41° E 44 links - Thence with the centre of said road N 9½° W 84.23 poles - witness a stake bears S 9½° E 32 links: Thence N 81° E 189 poles - witness a stake bears N 9½° E. 32 links: Thence S 9½° E 99.58 poles to the North East corner of the lands of N. Williams: Thence with N. Williams line S 81° W 178.28 poles to a stone: Thence S. 2¼° W 35.60 poles with another of N. Williams's lines to a stake: Thence N 78¾° W 17 poles to the centre of the Shirtzer road: Thence with the centre of said road N 23½° E 19.70 poles to the beginning containing 120 Acres of land, more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 19th day of November A.D. 1887.

{Seal} John D. Burgner, Clerk.

Sheriff's Return 5-417

In obedience to the command of the Order of Sale hereto annexed, I did on the 21st day of November, 1887, summon Mathew Longrell, David Logan and H.C. Baldwin, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 21st day of November, 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 Two and 50/100 dollars per acre.

Sheriffs Fees.

Service		$ .30
Summoning	Appraisers	1.20
Swearing	"	
Conveying	"	1.00
Writing Appraisal		.30
Notice to Printer		.30
Mileage		3.52
Total		$ 6.62
Appraisers' Fees		3.00
Printers' Fees		5.50

A certifid copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 23rd day of November, 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 24th day of December, A.D. 1887, at 1½ o'clock, P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice I did on said 24th day of December, 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 Kirk, who bid for the same the sum of Twenty Two Dollars pr acre, and said sum being more than two thirds of the appraised value thereof, and said William Kirk 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-two Dollars per acre.

M. Hopkins, Sheriff.

For Confirmation of Sale &c Refer to page 574.

Pleas before the Hon. John A Price, one of the Judges of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the city of Marysville, Union County, Ohio, on the 27th day of February 1888.

Be it therefore remembered, that heretofore, to-wit: On the 1st of October, A.D. 1887, Plaintiff filed his petition which reads, in the words and figures as follows, to-wit:

Petition. 5406.

The Peoples Bank, Plaintiff. | Court of Common Pleas
vs | Union County, Ohio.
S. Taylor, Defendant

The Plaintiff says:

That they are an association of persons doing business as a firm, under the firm name of the "Peoples Bank" in the State of Ohio. According to law therein made and provided. That this action is founded upon a promissory note for the unconditional payment of money only, of which the following is a true copy, to-wit:

$500 September 14th 1885.

On the first day of November, Eighteen Hundred and Eighty-six, I promise to pay to J. H. Monroe, or bearer, the sum of Five Hundred Dollars, value received, with interest at 6% per annum, from date until paid; and 8% after maturity. P.O. Address Bokescreek, Union County, Ohio. S Taylor.
Township of York.

There are no indorsements on the same. That the Plaintiffs have purchased said note, and are now the owners and legal holders thereof, and entitled to collect the same. And that there is due from the defendant to the plaintiff on said note, the sum of Five Hundred and Thirty-three 82/100 Dollars, with interest at 8% from Nov. 1st 1886. The plaintiff therefore asks judgment against the defendant for said sum of Five Hundred and

Thirty three and 52/100 Dollars, with interest at 8% from November 1st, 1886; and such other and further relief as equity may require.

Cameron and Woodburn.
Attorneys for Plaintiff.

State of Ohio, Union County, ss.

R.L. Woodburn, being first duly sworn, says: he is one of the attorneys for the plaintiff in this action, and that this action is founded upon a Promissory Note for the payment of money only, and that the same is now in his possession, and that the facts stated and allegations made in the foregoing petition are true as the affiant verily believes.

R.L. Woodburn.

Sworn to before me and subscribed in my presence this 1st day of October, 1887.

John C. Burgner, Clerk.

To the Clerk.

Issue Summons in the above case returnable according to law. Indorse money on Promissory Note, Amount claimed $533.52/100 with interest at 8% for November 1st, 1886.

Cameron and Woodburn.
Attorneys for Plaintiff.

Afterward, to-wit: On the 1st day of October, A.D. 1887, a summons was issued which reads as follows:

State of Ohio, Union County, ss.

To the Sheriff of the County of Union, Greeting:

We command you to notify S. Taylor that he has been sued by the Peoples Bank in the Court of Common Pleas of Union County, and that unless he answers by the 29th day of October, 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.

Summons 5406.

You will make due return of this summons on the 10th day of October, A.D. 1887.

Witness my hand and the seal of said Court, this 1st day of October, A.D. 1887.

{Seal} John C. Burgner, Clerk.

State of Ohio, Union County, ss.

Received this Writ October 1st A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 3rd day of October A.D. 1887, I served the same by handing a certified copy of this writ with the endorsements thereon to the within named defendant S. Taylor.

Sheriff's Return. 5406.

M. Hopkins, Sheriff.

Sheriff's Fees.

Service	.30
Mileage	2.24
Copy	.20
Total.	$2.74

Indorsed: In action for money on Promissory note
Amount claimed $533.52
Cameron & Woodburn, Attys for Pltff.

Answr.

5406

The defendant for answer to the plaintiffs petition, says said plaintiff ought not to recorr on said note for this that he says said plaintiff is not the legal owner and holder of the same but took and holds the same as a collateral security for One hundred and Twenty-five dollars only for which plaintiff is otherwise abundantly secure.

The defendant for a second defence says, that on the 12th day of September, 1885, the defendant and the Northwestern Central Ohio Bohemian Oats Co. entered into a written agreement whereby in consideration that said Company by its written Bond (a copy of which marked "A" hereto attached and made part hereof) agreed with defendant to sell for him on or before Oct. 1st 1886 Forty-four Bushels of Bohemian Oats, commonly so called at the rate of Ten dollars per bushel at a commission of 25 per cent thereon. He the defendant would at his home in York Township, Union County Ohio, receive Twenty two bushels of new oats and give his note for the same and took and order on Levi Gallomor for said 22 bushels, and gave his note for the same for $220 payable to said Monroe, and also on the 14th day of September, 1885, same parties entered into another written agreement whereby in consideration that said Company by its written Bond (a copy of which is hereto attached marked "B" and made part hereof) agreed with the defendant to sell for him fifty six bushels of Bohemian Oats commonly so called at the rate of ten dollars per bushel at a commission of 25 per cent thereon. He the defendant would receive at his home 28 bushels of said oats from said Company and give his note therefor for $280 dollars payable and due November 1st 1886 and on said 14" of September 1885, at the request of Levi G. Monroe and J. St. Monroe who were to furnish and deliver said oats to the Defendant in pursuance of said contract said first note was destroyed and the said $220 and $280 were by the mutual consent of said Company, the defendant and said Levi G. Monroe and J St. Monroe put into our note to-wit, the note in petition described.

"A"

"B"

The Said J. St. Monroe was a member of said company and had the year A.D. 1885 raised a considerable quantity of Bohemian oats under a contract of like character as the contract above mentioned between defendant and said Company and the said Company sold said 50 bushels of said oats of said J. St. Monroe to defendant to fulfill a Bond which he held of a like character with said contract of Defendant and said Company. The defendant and said Company & said Monroe knew said oats had no special value over common oats and was worth not exceeding thirty cents per bushel and the oats to be sold for the defendant were not by either of them regarded as being of any special value but were worth not exceding 30 cents per bushel and the defendant gave his note not in consideration of the said oats but chiefly in consideration that the said Company as a part of the bargain and contract agreed with defendant by said bonds to sell for him before said note would become double the quantity of said oats at the same price of thirty-three and 1/3 times its actual known value and the oats agreed to be received by defendant and to be delivered by said company and said J. St. Monroe and the oats agreed to be sold for defendant were by said papers and said contract put in and estimated at the false, fictitious and speculative

Reply.
5486.

price of thirty three and ⅓ times thier known value according to the scheme and device of Bonding grain carried on by said company and similar companies which de said Company and said Monroe and defendant well knew could be carried on to success only by each year selling and bonding for such notes double the quantity so sold and bonded the year previous and no sales or bonding were made for money but all the transactions were in notes and Bonds and the defendant says he never received any of said oats and none were ever sold for him and said Monroe kept said oats and never delivered any part thereof and said company never attempted to fill any of its contracts of a like character and said scheme was simply a scheme and device to obtain notes to sell and thereby decive and defraud the parties giving the same and not in good faith sell their grain and pay for same and the defendants said note was obtained in said manner by means of said scheme without any consideration whatever and he has been defrauded and injured in the manner aforesaid, and therefore he prays judgment

Robinson and Piper, Attys for Deft.

State of Ohio, Union County, ss.

S. Taylor, defendant, being duly sworn defers and says that he believes the allegations of the forgoing answer are true.

S. Taylor.

Sworn to before me and signed in my presence this 2nd day of November, 1887. John D. Burgner, Clerk.

"A" Copy of Paper "A."

Organized under the laws of the State of Ohio. Capital stock $10.000; Liabilities $20.000. J. C. Cranston, President - Geo. T. Brandon, Secy Secretary. Northwestern Central Ohio Bohemian Oat Co. for the production and sale of Bohemian Oats, York Township, Union County, State of Ohio, September 12th 1885, do agree to sell 44 bushels of Bohemian Oats for Mr Sylvanus Taylor at Ten Dollars per bushel, less 25 per cent Commission on or before the 1st of October, 1886.

Geo T. Brandon, Secretary. (Seal) J. B. McDonald.

"B" Copy of Paper "B"

Organized under the laws of the State of Ohio.

J. C. Cranston, President. Geo. T. Brandon, Secy

Capital Stock $10.000; Liabilities $20.000. Northwestern Central Ohio Bohemian Oat Co. for the production and sale of Bohemian Oats, York Township, Union County, Ohio, September 14th 1885, do hereby agree sell 56 bushels of Bohemian Oats for Mr. Sylvanus Taylor at Ten Dollars per bushel, less 25 per cent commission on or before the 1st of October 1886. Geo. T. Brandon, Secy. (Seal) J. B. McDonald

Reply. 5486.

Now comes the plaintiff, and for reply to the answer of the defendant, S. Taylor, says: That on the 23rd day of September, 1885, Plaintiff loaned the said J. W. Monroe, the sum of Two Hundred Dollars and took from him the note mentioned in the petition as collateral security for the payment of said loan and the plaintiffs

have no other security therefor the time for the repayment of said loan has long since expired but the same has not been paid nor any part thereof. The plaintiff at the time of receiving the said note took it in good faith and without any knowledge or notice of the facts alleged in defendant's answer. Plaintiff further says that after receiving said note as collateral security as aforesaid plaintiff entered into a verbal agreement with said J. W. Monroe, whereby it was agreed and arranged that the said plaintiff should collect said Taylor note, and after applying so much of the proceeds as might be necessary to the repayment of said loan and interest the plaintiff should apply the balance of said proceeds to the payment of a certain debt which L. J. Monroe, father of said J. W. Monroe owed to plaintiff which debt amounted to more than the balance of the proceeds of said Taylor note.

That in consideration of such verbal agreement, plaintiff extended the time of payment of said L. J. Monroe's debt, and the same has not been paid nor any part thereof. Plaintiff says that it had no notice or knowledge of defendant Taylor's claim until after making said loan and arrangement and that the plaintiff denies the several allegations of said defendants answer not herein admitted and prays as they have already prayed. &c.

Cameron and Woodburn, Attys for Pltff.

C. S. Chapman, being first duly sworn says he is the cashier and agent of said Peoples Bank, that the facts stated in the foregoing reply are as he believes true.

C. S. Chapman.

Sworn to before me and signed in my presence this 14th day of March, 1888.

R. McCorry, Clerk.

State of Ohio, Union County, ss. } Court of Common Pleas. February Term, 1888.

Verdict 5406

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 S. Taylor, at the sum of $231.64. (Two Hundred Thirty-one Dollars and 64/100)

Dated March 15th 1888.

Sabine Liggett, Foreman.

Entry 5406

This day came on this cause to be further heard upon the motion to enter judgment on the verdict of the Jury. Therefore the court sustains said motion, and it is considered, ordered and adjudged by the Court that the plaintiff recover of the defendant the sum of Two Hundred and Thirty-one Dollars and sixty-four cents, found due by the verdict of the Jury and his costs herein expended and taxed to $

Petition 5416

Pleas before the Hon. John A. Price one of the Judges of 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the city of Marysville, Union County, Ohio, on the 27th day of February, 1888.

Be it therefore remembered, that heretofore to wit: On the 13th day of October, A.D. 1887, Plaintiff filed his petition which reads, in

the words and figures as follows, to-wit:

State of Ohio, Union County, ss.

William Kirk, Plaintiff
vs
Mary E. Carmean and
George W. Carmean
Defendants } In the Court of Common Pleas

And now comes the plaintiff and for cause of action herein against the said defendants, says: that heretofore, to-wit: On the 27th day of March, 1886, the said defendants executed and delivered to one A.T. Carpenter, their eight promissory notes of that date, the first seven of said notes being each for the sum of $212.00 and the last of said notes being for the sum of $222.00 each of said notes bearing interest from date at the rate of 6% payable annually, and said notes becoming due in one, two, three, four, five, six, seven and eight years from date respectively; that to secure the payment of the said notes, the said defendants on said 27th day of March, 1886, executed and delivered to said A.T. Carpenter their mortgage deed of that date and thereby conveyed to said A.T. Carpenter in fee simple, the following described premises; situate in the County of Union, in the State of Ohio, and in the Township of Washington, survey No. 12289 and bounded and described as follows, viz: Beginning at a stone with tile under it in the centre of the Shirtzer Road and North west corner to 21 acres heretofore conveyed to Philander M. Beard; Thence with the centre of said Shirtzer Road N. 9½° W. 28.11 poles to a stone with tile under it the south west corner to 50 acres sold J.A. Coder; Thence with said Coders south line N. 81° E. 188.80 poles to two stakes; Thence S. 9½° E. 28.11 poles to two stakes in the North East corner of said Beards land; Thence with his North line S. 81° W. 188.60 poles to the beginning, containing 33⅓ acres more or less. Also the following tract in said County, Township, State and Surry; Beginning at a stone with brick under it in the centre of the Shirtzer Road and at the South west corner of the lands of Mary E. Carmean; Thence with the centre of said road S. 9½° E. 17 poles to a stake; Thence N. 81° E. 188.60 poles to a stake in the northeast corner of the lands of Jonathan Beard; Thence N. 9½° W. 17 poles to two stakes; Thence with the south line of the lands of Mary E. Carmean S. 81° W. 188.60 poles to the beginning, containing 20 acres more or less.

That said mortgage deed had a condition therein written to the effect that if the said defendants should well and truly pay the said notes, together with the interest thereon, when and as they respectively should become due then 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 County Ohio, for record on the said 27th day of March, 1886, at 4 o'clock P.M. and was afterward recorded in volume 21 on page 442 of the records of mortgages for said County. That for a valuable consideration, the said A.T. Carpenter sold and delivered the said notes and mort-

gage to this plaintiff, who is now the legal owner and holder thereof. That no payments have been made on either of the said notes, and there is now due to the plaintiff from the said defendants, the sum of $212.00 with interest thereon, payable annually, from the 27th day of March, 1886 the sum of $59.64 with interest thereon from the 27th day of March, 1887. That by reason of the non-payment of said sum so due as aforesaid the said mortgage deed has become absolute and subject to foreclosure. Wherefore the said plaintiff prays that unless the said defendants pay or cause to be paid to the plaintiff the amount due as aforesaid within a short day to be named by the Court, 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.

T. B. Fulton, Atty for Pltff.

State of Ohio,
Union County, ss;

J. K. Tilton, being first duly sworn according to law says that he is the agent of the Plaintiff duly authorized in the premises; that the said plaintiff is a non-resident of the said county of Union and now absent therefrom, and that he believes the facts stated and allegations of the foregoing petition are true.

J. K. Tilton.

Sworn to before me and subscribed in my presence by the said J. K. Tilton, this day of October, 1887.

John B. Coats, Probate Judge.

I acknowledge myself security for costs herein
T. B. Fulton.

To the Clerk: Issue summons for defendants to Sheriff of Union County, Ohio, returnable according to law. Indorse to foreclose Mortgage.

T. B. Fulton, Attorney for Plaintiff.

Afterward, to-wit: On the 13th of October, A. D. 1887, a summons was issued, a copy of which follows, to-wit:

Summons
5416

State of Ohio, Union County, ss.

To the Sheriff of the County of Union, Greeting:

We command you to notify Mary E. Carman and Geo. W. Carman that they have been sued by William Kirk in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of November, A. D. 1887, the petition of said plaintiff, William Kirk against them filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 27th day of October, A. D. 1887.

Witness my hand and the seal of said Court, this 13th day of October, A. D. 1887

Seal

John D. Burgner, Clerk.
By A. R. Burgner Deputy.

Sheriff's Return 5416.

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Summons 5416

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Sheriff's Return 5416

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Journal Entry. 5416.

State of Ohio, Union County, ss:

Recvd this 13th October A.D. 1887, at 2 o'clock P.M. The within named defendants Mary E. Carmean and George W. Carmean not found in my County.

Sheriff's Return. 546.

Sheriff's Fees.	
Mileage	3.20
Copy	40
Total	$3.60

W. H. Hopkins, Sheriff.

Afterward, to-wit: On the 15th day of October, A.D. 1887, a summons was issued, a copy of which follows, to-wit:

State of Ohio, Union County, ss:

Summons 546

To the Sheriff of the County of Richland, Greeting:

We command you to notify Mary E. Carmean and George W. Carmean (East 4th St Mansfield) that they have been sued by William Kirk in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of November, A.D. 1887 the petition of said Plaintiff against them, filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 24th day of October, A.D. 1887.

Witness my hand, and the seal of said Court, this 15th day of October, A.D. 1887.

J. C. Burgner, Clerk.

State of Ohio, Richland County, ss.

Recvd this Writ October 18th A.D. 1887, at 10 o'clock, A.M. and pursuant to its command, on the 18th of October A.D. 1887, I served the same by delivering to the within named defendant Mary E. Carmean, a true and certified copy of this writ, with the endorsements thereon. On the same day I also served the within named defendant Geo. W. Carmean by leaving at his usual place of residence, a true and certified copy of this writ with the endorsements thereon. I therefore make this my return. October 19th 1887.

Sheriff's Return 546

Sheriff's Fees.	
Service	75
Mileage	16
Copies	50
Docketing	10
Total	$1.51

B. Flannery, Sheriff.
By Wm O'Hearn, Deputy.

Endorsed:

In action for foreclosure of mortgage.

T. B. Fulton, Atty for Plff

Journal Entry. 546.

And now comes the said William Kirk by T. B. Fulton, his 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 Mary E. Carmean and George W. Carmean, 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; for consideration whereof the Court find that there is due to the plaintiff from the said Mary E. Carmean

and George W. Carmean on the note and mortgage in the petition mentioned and set forth, the sum of Three Hundred and Twenty-five Dollars, and Twenty-nine 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 Three Hundred and Twenty-five Dollars, and Twenty-nine cents, the sum found due as aforesaid, and also costs taxed at $. And it is further ordered and adjudged that in case the said defendant Mary E. Carmean and Geo. W. Carmean fail for 3 days from this date, to pay to the said plaintiff the said sum of Three Hundred and Twenty-five Dollars, and Twenty nine cents, so as aforsaid 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: to be appraised, advertised and sold, according to law, and apply the procede of the sale, first in payment of costs; second, in payment of the judgment so as aforsaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court.

T. S. Fulton, Atty for Pltff

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 14th day of November, A.D. 1857, in the cause of William Kirk, Plaintiff, and Mary E. Carmean et. al. Defendants, said William Kirk obtained a judgment or decree against the said Mary E. Carmean et. al. for the sum of Three Hundred and Twenty-five and 29/100 Dollars, and Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Mary E. Carmean, and Geo. W. Carmean shall within 3 days from the 14th day of November, A.D. 1857, pay unto the said William Kirk the said sum of Three Hundred and Twenty-five and 29/100 Dollars, with interest from 14th day of November, A.D. 1857, at the rate of per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proced 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 $ with interest and costs have not been paid as aforsaid, as appears to us of record. You are therefore commanded to proced, and appraise, advertise and sell, as aforsaid, the following lands and tenements, to-wit: Situated in the Township of Washington, County of Union and State of Ohio, bounded and described as follows: In Survey No 12289. Beginning at a stone with tile under it in the center of the Shirtzer Road and Northwest corner to 20 acres heretofore conveyed to Philander M. Beard; Thence with the center of said Shirtzer Road N. 9½° W. 28.11 poles to a stone with tile under it, the Southwest corner to 50 acres sold J. A. Coder; Thence with said Coder's south line N. 81° E. 188.10 poles to two stakes; Thence N. 9½° E. 28.11 poles to two stakes in the northeast corner of said Beards land; Thence with his north line S. 81° W. 188.60 poles to

Order of Sale. 5416

Sheriff's Return 5416

the beginning, containing 33⅓ Acres more or less. Also the following tract in said County, Township, State and Surrey; Beginning at a stone with brick under it in the centre of the Shirtzer Road, and at the Southwest corner of the lands of Mary E. Carmean; Thence with the centre of said road S. 9½° E. 17 poles to a stake; Thence N. 81° E. 188.60 poles to a stake in the northeast corner of land of Jonathan Beard; Thence N. 9½° W. 17 poles to two stakes; Thence, with the south line of the lands of Mary E. Carmean S. 81° W. 188.60 poles to the beginning, containing 20 acres more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 19th day of November A. D. 1887.

Seal

John L Burgner, Clerk.

Sheriff's Return 5416

State of Ohio, Union County, ss.

In obedience to the command of the Order of Sale herein annexed; I did on the 21st day of November, 1887, summon David Hogan, Mathew Lingrell and W. C. Baldwin, three disinterested freeholders, residents of said county, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 21st day of November, 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 two and 30/100 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 23rd day of November, 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 24th day of December, A. D. 1887, at 1 o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did on said 24th day of December, 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 Kirk,

Sheriff's Fees.

Service	.30
Summoning Appraisers	1.20
Swearing "	
Conveying "	1.00
Writing Appraisal	.30
Notice to Printer	.30
Mileage	3.52
Total,	$ 6.62
Appraisers' Fees	3.00
Printers' "	17.00
	$26.62

who bid for the first parcel the sum of Twenty-two Dollars per acre, (The second parcel, having been sold in case No. 5417 in this court said 20 acres being part of said 120 acres sold therein,) and said sum being more than two-thirds of the appraised value thereof, and said William Kirk 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-two Dollars per acre.

M. Hopkins, Sheriff.

Sheriff's Sale. 5416

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 23" 1887.

H. O. Shearer.

Sworn to and subscribed before me, this 4" day of January, 1888.

John D. Burgner, Clerk.
Court of Common Pleas, Union County, Ohio.

Case No. 5416. Docket P. Page 154.

5416. William Kirk vs Mary E. Carmean, 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, December 24" 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 Washington, County of Union and State of Ohio and Surry No. 12279, and bounded and described as follows: Beginning at a stone, with tile under it, in the center of the Shirtzer road, and northwest corner to 20 acres heretofore conveyed to Philander M. Beard; Thence with the center of said Shirtzer road north 9½° west 28 11-100 poles to a stone with tile under it, the southwest corner to 50 acres sold J. A. Coder; Thence with said Coder's south line north 81° east 188 80-100 poles to two stakes; thence south 9½° east 28 11-100 poles to two stakes in the northeast corner of said Beard's land; Thence with his north line south 81° west 188 60-100 poles to the beginning, containing 35 1-5 acres, more or less. Also the following tract in said county, township, State and Surry, beginning at a stone with brick under it in the center of the Shirtzer road and at the southwest corner of the lands of Mary E. Carmean; Thence with the center of said road south 9½° east 17 poles to a stake; Thence north 81° east 188 60-100 poles to a stake in the northeast corner of lands of Jonathan Beard; Thence north 9½° west 17 poles to two stakes; Thence with the south line west 188 60-100 poles to the beginning, containing 20 acres, more or less. Appraised at $32.50 per acre Terms of sale, cash.

Marion Hopkins, Sheriff Union County, Ohio.

T. B. Fulton, Attorney.

November 23, 1887.

Entry. 5416

Davis M. Gowin vs Simon Childs. Petition No 5461

After... which re... ducing t... of this ... ing of t... in all re... ordered ... hereby ap... said She... erty so s... second p... scribed ... case 5417, ... chaser in... now to ... It is ordi... First, to ... against ... Secondly ... Thirdly ... to apply ... division ... thereof b... Union C... Be it the... of Decem... words an... the 20" da... said defe... his farm ... Dollar a... he got a ... plaintiff ... of Our ... not allo... the plai... agreem... work ab... Although ... just de... and cos... Plaintiff ... tiff to c... work as ... and Tw...

Entry.
5416

Afterwards on the 7th day of March, 1888, the following Entry was made which reads as follows, to-wit: On motion of the 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 proceeding 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 the same are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the puchaser by deed according to law, the property so sold, being the first parcel described in the order of sale; the second parcel having been sold in case No. 5417, the said 20 acres described in said second parcel, being a part of the 120 acres sold in case 5417, 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 $730.80. It is ordered that the Sheriff out of the proceeds in his hands, pay, First, to the Treasurer of the County, the taxes, interest and penalty against said property, to-wit: the sum of
Secondly, the costs in this action taxed at $
Thirdly, to the plaintiff, William Kirk, the remainder of said sum to apply on his decree herein.

J. B. Fulton.

Davis M. Gowin
vs
Simon Childs.

Petition
No 5461

Pleas before the Hon. John A. Price, one of the Judges of 3rd Subdivision, of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the city of Marysville Union County, Ohio, on the 27th day of February, A.D. 1888.
Be it therefore remembered, that heretofore to-wit: On the 17th day of December, A.D. 1887, a petition was filed, which reads, in the words and figures as follows to-wit: Plaintiff says that on or about the 20th day of July, A.D. 1887, he entered into a verbal agreement with said defendant to put down for the defendant a driven well upon his farm in Allen Township of Union County, Ohio, at the rate of One Dollar and Twenty-five cents per foot. Said plaintiff to drive until he got a good well of water. In pursuance of said agreement said plaintiff entered on said contract and drove said well to the depth of One hundred feet, when the defendant stopped him and would not allow him to drive said well any deper and refused to allow the plaintiff to drive down and finish said well, according to said agreement, and also absolutely refused to pay said plaintiff for said work already done and expended in the digging of the same. Although the plaintiff frequently offered to proceed with his contract just as agreed and procure the defendant a good supply of water and complete him a good and sufficient well as agreed. Plaintiff says by reason of said defendant refusing to allow the Plaintiff to complete said well and by his neglect to pay him for his work as aforesaid, he is damaged in the sum of One hundred and Twenty-five Dollars for which he asks judgment.

J. M. Kennedy, Atty for Plff.

State of Ohio, Union County, ss.

Lewis M. Cowin being duly sworn says the facts and allgations of the forgoing petition are as he believs true.

L. M. Cowin

Sworn to by the said Lewis M. Cowin before me this 18th day of December, A.D. 1857.

Orry Smith, J.P.

To the Clerk: Issue summons to Sheriff of Union County, Ohio returnable according to law. Indorsed, Damage claimed $125.00

for Simon Childs, Defendant.

J. McKennedy, Atty Plaintiff.

Now comes the defendant and for answer to said plaintiffs petition, says he denies that he is indebted to said plaintiff in the sum of One Hundred and Twenty-five Dollars as damages as alleged in said plaintiffs petition or that he is indebted in any other manner or form to said plaintiff. Said defendant further answering says he entered into a contract with said plaintiff during the month of July, 1857, to drive a well for said defendant on the following conditions: said plaintiff was to drive a well for this defendant which was not to be deper than 70 fet; said plaintiff was to finish said well in a good and complete manner furnishing a pump and everything necessary for a perfect well; and if said plaintiff failed to get a good and sufficient well of water for this defendant within the said 70 feet above refferd to, then he was to have nothing and if he should get a good and sufficient well, finished as above described then this defendant was to pay said plaintiff $1.25 per foot for said well to be paid for one half in 6 months without interest and one half in 12 months without interest from the time of completing the same. That after said plaintiff had driven down to the depth of 70 fet and having failed to get water as above set forth, this defendant agreed to let said plaintiff dig to the depth of one hundred fet as above set out and in case he got a good well of water for this defendant, then this defendant was to pay as above set out, & in case he failed he was to have nothing. That said plaintiff has not got a goode well of water; that in fact he failed to get a well of water of any kind. Said defendant says that this plaintiff struck a good vein of water at the depth of about 55 ft. but that he piped the water off and refused to finish up a well but continued to dig although frequently requested by this defendant to draw back to the brim of water above refferd to. Therfore, this defendant asks judgment against this plaintiff for costs.

Answer. 5461

H. T. Hoopes, Atty for Defendant.

State of Ohio, Union County, ss.

Simon Childs being sworn says he is the above named defendant and that the allegations in the above answer are true as he believes.

S. B. Child.

Sworn to by the said Childs and subscribed in my presence this 28th day of February, 1858.

Nate D. Moffitt, Notary Public, Union Co. Ohio.

Reply. 5461

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Verdict. 5461.

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Motion. 5461

Entry. 5461.

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Reply. 5461

Now comes the Plaintiff and for reply to the Defendant's answer says that he denies that the contract with the defendant to drive the well stated in plaintiff petition, stipulated the depth of the well to be 70 feet or any other depth, he therefore denies that part of said answer. Plaintiff further says that he denies having struck a good vein of water at the depth of 55 feet or any other depth in said well But that he offered to finish up said well at the depth of 55 ft, as the defendant claimed that there was a sufficient vein at that depth but the defendant refused to allow plaintiff to do so. He therefore denies said paragraph of said answer. Plaintiff admits that he was to finish up said well by a pump &c. but sdys he was prevented from performing his part of said contract and completing said well by the defendant. Plaintiff therefore prays as in his petition.

J. M. Kennedy, Attorney for Plaintiff.

Lewis M. Cowen, being duly sworn, says the facts and allegations of the foregoing reply are as he believes true.

L. M. Cowen.

Sworn to and subscribed by Lewis M. Cowen before me this the 13th day of March, 1888.

A. H. Kollofrath, Notary Public.

State of Ohio,
Union County, ss. } February Term, March 20th, 1888.

We, the Jury, being duly impanelled and

Verdict. 5461. sworn, find the issues in this case in favor of the defendant, Simeon Childs.

Calvin Liggett, Foreman.

And now comes the said Lewis M. Cowen by J. M. Kennedy his Attorney and moves the court here for a new trial in this action for the following reasons to-wit: 1st. That the verdict given by the Jury in this case is against and contrary to the evidence. 2nd That the Motion. 5461 Court erred in the charge to the Jury. 3rd That the Plaintiff has newly discovered evidence that he could not with reasonable diligence have discovered before the trial.

J. M. Kennedy, Attorney for Pltiff.

Afterward to-wit: On the 28th day of March, 1888, the following Entry was made on the Journal of the Clerk of said Court, to-wit:

Entry. 5461. This cause coming on for hearing on motion of the plaintiff to set aside the verdict, and for a new trial herein, the Court on consideration thereof, overrules the same. It is therefore considered of the court, that the said defendant go hence without day, and recover from the said plaintiff the costs herein. Plaintiff is hereby granted 30 days from rising of court for bill of exceptions.

Hoopes, Atty for Deft.

Before A.H. Goodman, Justice of the Peace, State of Ohio, Union County, Union Tolwnship.

S.W. Dolbear
vs
J.M. McElroy

Amount claimed $53.02
No. 121.

December 24th 1887.

The plaintiff filed his bill of particulars as follows:

Marysville, O. December 14th 1887

J.M. McElroy To
S.W. Dolbear Dr.

September, 1883. To One car, 13 Tons Lump coal $42.25
" Interest 4 years & 3 months 10.77
Total, ---- $53.02

Plaintiff asks judgment for the above amount and costs.

December 24th 1887 The defendant J.M. McElroy appeared, waived proces and entered his appearance.

Trial fixed for January 2nd 1888.

Civil Transcript.

December 26th 1887. Issued Subpoena for Charles Ross, Charles Worth, Jacob Schunk, John Brown, Wilson Brown and William Keaus, Defendants Witnesses and delivered the same to Myron Gabriel, Constable, returnable January 2nd 1888, returned and endorsed as follows:

December 26th 1887. I received this writ and served the same on the within named persons, and in the following manner

Charles Ross	by copy	no miles	10
Jacob Shunk	by copy	no miles	10
William Keaus	by copy	no miles	12
John Brown	by copy	no miles	4
Wilson Brown	by copy	no miles	2
Charles Worth	by copy	no miles	1

Fees Mileage $1.25 Service 75 Copy 150 Total $3.50

Myron Gabriel, Constable.

January 2nd 1888. The parties appeared and the defendant filed his bill of particulars as follows:

1883 S.W. Dolbear To
J.M. McElroy Dr.

August To 25775 lbs of wheat 479 33/100 Bushels at $1.00 per Bushel $479.52
By Check $437.23
September By 12½ Tons Coal 8750 $474.73
To Balance $4.79

Which amount the defendant claims is due him and unpaid and asks judgment for the above amount, and the costs of this action.

Petition 5475

Answr. 5475.

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Petition.

Pleas before the Hon John A. Price, one of the Judges of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun at the Court House in the City of Marysville, Union County, Ohio, on the 27th day of February, A.D. 1888. Be it therefore remembered, that heretofore to-wit: On the 5th day of March, A.D. 1888, plaintiff filed his petition, which reads in the words and figures, as follows, to-wit:

State of Ohio, Union County, ss.

S.V. Colbrar, Plaintiff
ve
J.M. McElroy, Defendant
} In the Court of Common Pleas.

5475

The plaintiff says that this cause comes into this court by way of appeal from the docket of A.H. Goodwan, a Justice of the Peace, in and for Union Township, Union County, Ohio.

Plaintiff says that there is due him from the defendant the sum of ($42.20) Forty-two and 20/100 Dollars, which he claims with interest from the day of 1883, on account of which the following is a copy.

September 1883. J.M. McElroy to S.V. Colbrar, Dr.

To one car 13 tons lump coal $42.20

Plaintiff therefore asks judgment against the defendant against the defendant for $42.20 with interest from September 1883 and his costs.

T.B. Fulton
Core and Bates, Attys for Plaintiff.

State of Ohio, Union County, ss.

S.V. Colbrar, being first duly sworn according to law, says the facts stated and allegations of the foregoing petition are true as he verily believes.

S.V. Colbrar.

Sworn to and subscribed before me in my presence this 5th day of March, 1888 by S.V. Colbrar

R. McCrory, Clerk.

Answr. 5475.

The defendant now comes and for his answer herein says: He admit this case came into this as alleged in plaintiff's petition. and that in 1883, about September of said year, he purchased of the plaintiff 12½ Tons of coal worth $2.20 per Ton, and no more. This defendant says he denies each and every other allegation therein contained. second, This defendant further answering says, for a second defense, That the plaintiff ought not to have and maintain his action against him because he says, in August, 1883, he sold and delivered to the plaintiff 479 35/60 bushels of good merchantable wheat at One Dollar per bushel amounting to $479.02/100, and received by check from plaintiff in said August, 1883, $437 23/100, which left due this defendant on said date the sum of $42.09, which he claims with interest from August, 1883 and for which he asks judgment against said defendant.

D.H. Ayers, Atty for Def't.

State of Ohio, Union County, ss.
J. M. McElroy, being first duly sworn, says the facts stated and Allegations in his foregoing answer are as he believes true.
J. M. McElroy.
Sworn to before me and signed in my presence by the said J. M. McElroy this 20" day of March, 1885.
R. McElroy Clerk

Petition.

Reply. 5475

Now comes the plaintiff and for a reply to 1st defense of defendants answer says that the coal was sold by plaintiff to defendant at the agreed price of $3.25 per ton. For a reply to the 2d defense, plaintiff says that he admits that he bought the wheat of the defendant as stated in the answer, but denies that he bought it $1.10 per bushel. Plaintiff says that wheat was fully paid for and settled to the satisfaction of the defendant, August 30th 1883, 227 30/60 bushels at 95 cents per bushel without any deduction, and the remainder of the wheat at $1.00 per bushel, but with a deduction of 7 pounds on each bushel. Plaintiff says that on said day a full settlement was made for said wheat and a check given to the defendant for $487 23/100 which was in full for the wheat that had been delivered by defendant and was accepted by him in full settlement.
He therefore asks judgment as in his petition.
T. B. Fulton
Cole & Bates, Attys for Pltff.

5307.

State of Ohio, Union County, ss.
S. W. Dolbear, being first duly sworn says the facts stated and allegations of the foregoing reply are true as he believes.
S. W. Dolbear.
Sworn to before me and subscribed in my presence this 20" day of March 1885.
R. McElroy, Clerk.

State of Ohio, Union County, ss. } Court of Common Pleas. February Term, March 21, 1888.

Verdict. 5475

We, the Jury, being duly impanneled and sworn, find the issues in this case in favor of the Plaintiff and assess the amount due to the Plaintiff from the Defendant J. M. McElroy at the sum of $45.23, Forty Five and Twenty Three One Hundredths Dollars.
Dated March 21st, 1888.
Calvin Liggett, Foreman.

Afterward, to-wit: On the 31st day of March, 1888, an entry was made which reads as follows, to-wit: This day this cause came on to be heard upon motion of the plaintiff for a judgment on the verdict rendered herein, and was submitted to court, and the court, finding no motion for a new trial has been filed within the time limited by law. It is therefore considered and adjudged that said S. W. Dolbear recover of the defendant J. M. McElroy the sum of Forty Five and 23/100 Dollars and his costs herein taxed at $ for all which execution is awarded.
T. B. Fulton
Ayers.

Pleas before the Hon. John A Price, one of the Judges of the 3d Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun at the Court House, in the city of Marysville, Union County, Ohio, on the 27th day of February, A. D. 1888. Be it therefore remembered, That heretofore to-wit: On the 21st day of October, A. D. 1887, plaintiff filed his petition, Petition. which reads in the words and figures as follows, to-wit:

J. M. Sanders & Co. Plaintiff
vs
S. O. R. Young, Defendant

In the Court of Common Pleas
Union County, Ohio.

5307. Plaintiff says: That it is a partnership firm formed for and doing business in Ohio under the firm name of J. M. Sanders and Co. The said firm is composed of J. M. Sanders and J. R. Goodwin, both residents of said county of Union. The said J. M. Sanders has for many years been engaged in the business of a Real Estate agent and broker, finding buyers for and selling Real Estate on commission, charging a regular commission of two per cent on the purchase money, all of which was well known to the defendant during the year 1886. That during the month of September, A. D. 1886 the said Sanders formed a partnership with said J. R. Goodwin, under the firm name above stated. Said J. M. Sanders had previous to forming said partnership spent large sums of money in advertising his business as a Real Estate agent; and when said partnership was formed, turned over the good will of said business to said firm, all of which was well known to the defendant. Said defendant during the fall of 1886 requested plaintiff to find a buyer for same land he had near Richwood in said county; and the plaintiff pursuant to said request found one J. J. Allen, who bought the defendants land for the sum of Fifty-six Hundred Dollars. Plaintiff assisted in making said sale, in showing the land drawing up papers, &c. Plaintiff says that by reason of the promises the defendant became indebted to plaintiff in the sum of One Hundred and Forty Dollars of which sum he has only paid Forty Dollar, leaving a balance of Ninety-two Dollars due plaintiffs which it claims with interest from October 8th 1886. Although often requested, the said defendant refuses to pay said sum of money or any part thereof. Therefore the plaintiff prays judgment against said defendant for said sum of Ninety-two Dollars, with interest from October 8th 1886, and for all proper relief.

Cameron and Woodburn
Attys for Plaintiff

State of Ohio, Union County, ss.
John M Sanders, being sworn defers and says that the facts stated and allegations made in his foregoing petition are true as he believes

J. M. Sanders.

Sworn to before me and signed in my presence this 17th day of October, 1887.

J. B. Cole, Notary Public.

And afterward, to-wit: On the 24th day of October, 1887, an entry was made which reads as follows: On motion leave is granted to plaintiff to file petition instanter petition filed. Leave is granted defendant to answer by Saturday of this week.

Entry. 5307.

Gardner

Now comes the defendant and for answer to the petition of the plaintiff herein says, He denies each and every allegation therein contained.

Ayres and Gardner, Attys for Deft.

Answer 5307.

State of Ohio, Union County ss.

S. O. R. Young, being duly sworn says, he is the defendant in above case, that the facts and allegations in the foregoing answer are as he believes true.

S. O. R. Young

Sworn to and subscribed before me this 29th day of October, 1887.

John D. Burgner, Clerk.

Afterwards on the 14th day of March, 1888, the following entry was made on the Journal by the Clerk of said Court, to-wit:

J. M. Sanders & Co, Plaintiff
vs
S. O. R. Young, Defendant

This day came the parties by their attorneys and this cause came on to be tried; and therefore came a Jury, to-wit: Robert Elliott, Wm McManus, Thos. Connor, Jas. Cameron, Martin Emrich, Edward Dilsaver, J. Ohara, Harrison Longberry, Phillip Rausch, Wm J. Grannan, Calvin Liggett and James Shick, who being impaneled and sworn to well and truly try the issue joined between the parties in this cause and a true verdict render according to law and the evidence, unless withdrawn by consent of the parties, or discharged by the court; and after hearing the testimony, arguments of counsel and charge of the court, the said Jury 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: State of Ohio Union County, ss.

Entry. 5314.

J. M. Sanders & Co. Pltff.
vs
S. O. R. Young, Deft.

Court of Common Pleas of said County,
February Term, 1888.

Verdict. 5317

We, the Jury, being duly impaneled and sworn, find the issues in this case in favor of the defendant S. O. R. Young—

Calvin Liggett, Foreman.

Motion. 5317.

The plaintiff moves the court for an order setting aside the verdict in this case and granting a new trial and for cause says. The verdict is not sustained by the evidence and is contrary to law. There was no sufficient evidence to sustain said verdict. There was error of law occurring at the trial and excepted to by the plaintiff. There was error in the charge given by the court to the jury. The court erred in omitting to charge the jury as requested by the plaintiff. The court erred in charging the jury that there must be an express contract in order to entitle the plaintiff to recover.

Since the trial, plaintiff has discovered new and material evidence

Entry. 5307.

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Petition. 5283.

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which he could not with reasonable diligence have discovered and produced at the trial. There was misconduct of the jury and the defendant. Wherefore the plaintiffs ask that the verdict may be set aside and plaintiff granted a new trial.

Cameron and Woodburn.
Attys for Pltff

Entry 5307.

Afterward, to-wit: On the 30th day of March, 1885, the following entry was made which reads as follows, to-wit: This cause now coming on for hearing on the motion of the plaintiff for a new trial. The Court on consideration thereof overrules the same, to all of which the plaintiff excepted and 30 days from rising of the court, is granted plaintiff to prepare bill of exceptions herein. It is therefore considered by the court that the said defendant go hence without day and recover from the said plaintiff his costs herein expended, taxed to $

Ayers. Cameron and Woodburn.

Attest. D. M. Berry Clerk

Pleas before the Hon. John F. Price, one of the Judges of the 3rd Sub-division of the 10th Judicial district, in the State of Ohio, at a term thereof begun at the Court House in the city of Marysville, Union County, Ohio, on the 27th day of Febuary A.D. 1888.

Petition. Be it therefore remembered, that heretofore, to-wit: On the 17th day of March, A.D. 1887, Plaintiff filed his petition which reads in the words and figures as follows, to-wit:

State of Ohio, Union County, ss.

5283. The State of Ohio,
for the use of Union County, Plaintiff.
vs
J. J. Turner, Lewis Mills and Hylas Hood,
Defendants

In the Court of Common Pleas.

The plaintiff says: That on or about the twelfth day of November, A.D. 1883, Daniel Longbrake and others presented their petition to the County Commissioners of Union County, Ohio, asking for the straightening of Mill Creek in said County as stated in said petition. On the Seventh day of December, A.D. 1883, the said Commissioners granted the prayer of said petition and ordered said improvement made, as prayed for, and appointed F. J. Sager, as engineer to sell and superintend the said improvement. On the 10th day of July, A.D. 1884, said engineer duly proceeded to sell said improvement in three sections. Thereupon came J. J. Turner, the above named defendant and bid for, and obtained the construction of section No 3, of the said improvement. Said improvement was known and designated as the "Mill Creek cut-off Ditch No. 159." The said portion so obtained by said defendant J. J. Turner was known

and designated as "Section No 3 of the Mill Creek cut-off Ditch No. 159."
On said 10th day of July A.D. 1884, said defendant, J.J. Turner entered into a bond in the penalsum of Eight Hundred and Fifty-two Dollars, with said defendants Lewis Mills and Tylas Wood as his sureties, by the terms of which said bond it was covenanted that whereas, the abov bound J.J. Turner had on said 10th day of July A.D. 1884, bid off the work of constructing Section No 3 of Mill Creek cut-off No. 159, and had entered into contract therefor subject to the approval of said County Commissioners of Union County, Ohio. Now if said J.J. Turner should well and truly perform the obligations of his said contract, and complete the work within the time fixed therein, and pay all damages which may occur by reason of a failure to complete the said work as agreed upon in said contract, then said obligation to be void, otherwise to be in full force and effect in law. Said contract and bond were duly approved by said commissioners on the 14th day of July, A.D. 1884.
By the terms of said contract, said work was to be performed according to the specifications on file with the said Engineer, and said work was to be completed on or before the 1st day of November, A.D. 1884. Copies of said contract, specifications and bond are hereto attached, marked respectively Exhibits "A." "B." and "C." The said defendant J.J. Turner failed to complete said work within said time, and failed to complete said work at all. By reason of such failure, said Engineer was compelled to resell said work which was accordingly done on the Third day of October, A.D. 1885. The price to be received by said J.J. Turner, as agreed upon in said contract was $399.00. Said Turner received on said contract the sum of $355.00 leaving a balance of $44.00. When said contract was re-sold, the amount of the contract price therefor was $490.00, which amount was paid by said County Commissioners out of the funds of Union County, Ohio, said improvement having been completed on such resale as aforesaid. By reason of such failure said plaintiff has been damaged in the the sum of Five Hundred Dollars, for which sum, plaintiff asks judgment against said defendants.

Brodrick & McCampbell, Attys for Pltff.

State of Ohio, County of Union, ss.

George M. McPeck, the duly elected and qualified Auditor of said Union County, Ohio, being sworn makes oath that the facts stated in the foregoing petition are as affiant believes true

Geo. M. McPeck

Sworn to by said Geo. M. McPeck before me and signed by him in my presence this 17th day of March, A.D. 1887.

J. D. Burgner, Clerk.

Clerk: Issue summons to sheriff of Union Co. Ohio, for above named defendants, returnable according to law. Indorse: "Action on bond. Amount claimed $500.00."

Brodrick & McCampbell, Attys for Pltff.

Contract Exhibit "A." Marysville, Union County, Ohio, July 10, 1884, Section No 3 of the Mill Creek Cut-off Ditch No 159. It is hereby certified by F.J. Sager, the duly appointed Engineer, that he has this day sold to J.J. Turner, the work of

Specifications Exhibit "B."

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constructing Section No. 3 of said ditch for the sum of Three Hundred and Ninety-nine (399.00) Dollars, which work the said J. J. Turner hereby agrees to fully complete according to the specifications of the same under the supervision of the engineer and to the acceptance of said engineer, and Commissioners of Union County, Ohio, on or before the 1st day of November, 1884. And it is further agreed and expressly understood that in case the said J. J. Turner shall fail to complete said work by the time hereinbefore named, then the work may be re-estimated by the engineer and resold by him according to law. And the said J. J. Turner shall further be liable for all delays after the expiration of the time named above for the completion of the work and for the payment of all damages which may accrue by reason of the failure to complete the work within the time aforesaid: provided that this contract shall be of no force or effect until approved by the Commissioners of Union County, Ohio.

Fred J. Sager
Engineer

J. J. Turner
Contractor

Statement				
No. Section.	No. Feet.	No. Rods.	Price per Rod.	Amount
3.	1800	109	$	$399.00

Specifications Exhibit "B."

Section No. 3 commences at Station No 32 and ends at Station No. 100, in all 1600 feet or 109.15 Rods and estimated to contain 3550 cubic yards of excavation. Said ditch to be five rods on the bottom and the banks to have a straight slope from the bottom to the top of one and one-half feet horizontal to one foot perpendicular. The bottom of the ditch to be straight and to conform to the centre line of stakes; slope stakes will be set by the engineer and the bank slopes will begin about six inches from the stakes. The cut to be made to and even grade line, depths to correspond to the profile. The excavated earth to be used to form a dyke eight feet from the parallel with said cut on the north side of said improvement as shown by the line of stakes set for said dyke, and of the hights and dimensions shown by the profile and specifications of said dyke. All extra dirt that is left after constructing said dyke must be removed at least ten feet from the banks of the ditch and spread or may be sold and removed by the contractor. All brush, logs, drift wood and fallen timber and trees and trash under 12 inches in diameter to be removed from between the dyke and ditch on the north and from fifty feet on the south side of the improvement and piled and burned, or piled up in close and compact piles above high water line, so there is no danger of the same being floated away by high water. All stumps and trees in the area of the ditch are to be grubbed. The new channel is not to be opened and the water is not to be let in until the work is fully completed below and the old channel is not to be entirely closed until after the new channel is fully completed

and the water let to run through when the dyke is to be completed according to specifications.

Specifications for Dyke

Said dyke commences at Station No. 82.50 on the bank and ends at Station No. 98.60, in all 1610 feet or 97.57 rods and is estimated to contain 8755 cubic yards of dirt and to be five feet wide on top and the banks to have a side slope of one and one-half feet horizontal to one foot perpendicular, heights to correspond to profile. Where the dyke crosses the old channel, the same is not to be entirely filled until the new channel is fully completed and the water let to run through when the dyke is to be fully completed according to profile and specifications. If, in any case, there should not be enough excavation to complete the dyke according to profile and specifications, the the cut is to be widened on the side next the dyke until a sufficient amount of dirt is obtained to complete said dyke, said extra excavation is to be taken uniformly from the bank slope and no benches or offsets are to be left in the sides of the ditch and when the whole is completed, the banks are to have a straight slope from the bottom to the top of one foot horizontal to one foot perpendicular.

Contract is Bond.

Know all men by these presents: that J.J. Turner, as principal, and Lewis Mills and Hylas Wood, as sureties, are held and bound unto the State of Ohio for the use of Union County in the penal sum of Eight Hundred and Fifty-two Dollars, for the payment of which we jointly and severally bind ourselves by these presents this 10" day of July 1884. The conditions of this obligation is such that whereas, the above bound J.J. Turner has this day bid off the work of constructing Section No. 3 of Mill Creek cut-off No. 89, and has entered into the abov contract subject to the approval of the commissioners of Union County, Ohio. Now if the said J.J. Turner shall well and truly performe the obligations of his said contract, and complete the work within the time fixed therein, and pay all damages which may occur by reason of a failure to complete the work within as agreed upon in said contract, then this obligation shall be void, otherwise to be in full force and effect in law. This contract and bond are hereby approved this 14" day of July, 1884.

Exhibit "C"

Uriah Cahill.
Nathan Howard } Commissioners.
Luther Liggett

J.J. Turner.
Lewis Mills.
Hylas Wood.

Attmard to wit: On the 17" day of March, 1887, a summons was issued, a copy of which follows: State of Ohio, Union County ss.

To the Sheriff of the County of Union,- Greting: We command you to notify J.J. Turner, Lewis Mills and Hylas Wood, that they have been sued by the State of Ohio for the use of Union County in the Court of Common Pleas of Union County, and that unless they answer by the 16" of April, A.D. 1887 the petition of said plaintiff against them filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly. You will make due return of this summons on the 28" day of March, A.D. 1887.

Summons 5283.

Witness my hand and the seal of said Court, this 17" day of March, A.D. 1887. [Seal] J.D. Burgner, Clerk.

Sheriff's Return 5283.

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Answer. 5283.

State of Ohio Union County, ss.

Received this Writ, March 17th A.D. 1887, at 2 o'clock P.M. and pursuant to its command, on the 24th day of March, A.D. 1887, I served the same by leaving a true copy of this Writ with the indorsements thereon, at the usual place of residence of the within named defendants J.J. Turner and Lewis Mills and by handing a true copy with the indorsements thereon to the within named defendant Hylas Wood.

Sheriff's Return. 5283.

Sheriff's Fees.		
Service		60
Mileage		80
Copy		60
Total	$2	00

W. Hopkins, Sheriff.

Indorsed: In action on bond. Amount claimed $500.00

Brodrick & McCampbell

Attys for Pltff.

Summons. 5283.

Now came the defendants and for answer admit that the said J.J. Turner entered into said written contract and performed part of the work required by said contract and received the amount named in said petition from said Commissioners and that said Wood and said Mills signed said Bond as alleged and that said Engineer resold a part of said job and other work, for the price named but they deny all other allegations of said petition. 2nd. For a second defence defendants say that at the time he said Turner bid on said job of work and when he signed said written contract, the said J.J. Turner and his said sureties had never seen the profile and specifications of said work if any had been made, and they knew nothing of the extent of said work, except as said F.J. Sager, Engineer, explained the same to him at the time said job was being offered for sale at auction and before it was bid off by him. That said Engineer represented to said Turner that the whole amount of excavation in said job was 3550 cubic yards, and the amount of fill in the dyke was 8755 cubic yards whereas said defendants say that by the mutual mistake of said Engineer and said Turner, they entered into said contract in the mutual belief that said representations were correct, while in fact they were not correct but the amount of excavation and the amount of fill was at least one fourth more than was represented as aforesaid, and said defendants did not until long after the execution of said contract learn of said mistake. And further, defendants say that at the time said job was being offered for sale and before the same was bid off by said Turner, the said Sager stated to the defendant Turner and others bidding that the height of the dyke or fill at the place it would cross the bed of Mill Creek at what is now Station No. 95 of the profile, would be only 12 feet and that at its lowest point it would be only about five feet high, which will be Station No. 97, whereas in truth and fact at said point where it crosses the bed of Mill Creek at Station 95 the height of the dyke or fill is 14 feet and one inch and that at its lowest point aforesaid it is five feet and six inches and the average height of the dyke over and above what it would have been if said representations had been correct, is over one foot and one-half and the expense of completing said

job was increased over one-forth in the aggregate thereby. And the said Turner immediately entered upon said work and not for one month thereafter did he see the profile of said job and learn about said mistake, and having learned and communicated to said engineer and county commissioners the discovery of said mistake, he was by them encouraged and by others interested in said work to go on with his work and that he would be paid for the same and he relying on said on said encouragement and believing that he would be paid the increased expense occassioned by said increased quantity of said job by reason of said mistakes. He proceeded with all possible speed with his work aforesaid and paid all the money he recevd as aforesaid from said County Commissioners to laborers for work on said job, the labor of said Turner being lost, but about the day of November, 1884, the cost of the said work proving to be greater than said Contract price by reason of said mistakes in the quantity thereof, the said Turner was unable to obtain any more money on said job from said County, until he secured said structure, and obtained their consent for the further payment of money to him, and thereby he was hindered in the compilation of said job that Fall and defendants say that during the winter storms of 1884 and 1885, the lower end of said dyke was much washed away and damaged by the floods and high water in Mill Creek, so that in the Spring the cost of completing said job was greatly increased thereby without the fault of said defendants. Further they say, that in the Spring of 1885, said Turner was by said Commissioners notified to proceed with said work and complete said job and he commenced said work and drew pay thereon to the amount of about $20 and then continued work thereon until he owed hands for labor thereon twenty dollars more, which said Commissioners wrongfully refused to pay, and wrongfully compelled said Turner to cease work on said job, and said Engineer made new estimates for making a dyke over the land of Hylas Hood, being 900 feet of the lower end of said job but in doing so he changed the line of the dyke 30 feet farther north than was the line of the job sold to said Turner. The sale aforesaid was irregular and not in accord with said written contract and said defendants are not liable therefor and they say they were prevented from completing said job by reason of the wrongfull action of said Engineer and County Commissioners in not correcting said mistakes and not allowing the said Turner any compensation for the increased magnitude of said job as before stated and not by the fault of the defendants. The said Turner having completed the ditch throughout its entire length and the dyke for about 750 ft. on the upper end thereof and having in the Fall of 1884 made a large part of the dyke on the lower end of said job, he would have been able with the work done, to have more than completed said job, if it had been of the magnitude represented as aforesaid to said Turner, and by which mutual mistake of said Engineer and County Commissioners and said defendants were deceived and misled and damaged as aforesaid and therefore the defendants are not liable for or indebted to said County in any sum by reason of the premises and therefore they pray judgment.

Robinson & Piper, Attys for Defts.

Demurrer. 5283.

Entry. 5283

Entry 5283.

5283.

Reply.

Entry 5283.

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State of Ohio, Union County, ss.

The said J. J. Turner, bring duly sworn defers and says, he bliives the allegations of the foregoing answer are true.

J. J. Turner

Sworn to bfore me and signed in my presence by J. J. Turner this 26 day of October, 1887.

John D. Burgner, Clerk.

Afterwards, on the 26 day of October, A.D. 1887, the following demurrer was filed with the Clerk of said Court, to-wit:

Demurrer 5283.

And now came the said plaintiff and demurs to the second defense contained in said defendants answer herein filed, and for ground thereof says: That facts sufficient to constitute a defense to said plaintiffs petition herein filed, are not therein stated.

Brodrick & McCampbell,
Attys for Pltff

Afterward, to-wit: On the 27" day of October, 1887, an entry was made which reads as follows, to-wit: The Court on motion granted

Entry. 5283

leave to defendants to file answer an answer filed October 27" 1887.

Afterward, to-wit: On the 24" day of November, 1887, an entry was made which reads as follows to-wit: This day came on the

Entry 5283.

cause to be heard on the demurrer to the defendants answer. Thereupon the Court, bring fully advised in the premises do overrule the said demurrer, to which ruling the plaintiff excepts and thereupon leave is granted to plaintiff to reply to said answer in thirty days and the cause is continued.

5283. Reply.

Plaintiff for reply to the second defense of the answer, denies each and every allegation contained therein.

Brodrick and McCampbell, Attys for Pltff

State of Ohio, Union County, ss.

George M. McPeck, bring duly sworn on his oath says, he is the duly elected and qualified Auditor of said County of Union, and duly authorized in the premises, Affiant says further that the facts stated in the foregoing reply are true, as he bereily believes.

Geo. M. McPeck, Auditor.

Subscribed and sworn to bfore me this 7" day of December A.D. 1887.

John D. Burgner, Clerk.

Afterward, to-wit: On the 21" day of March, 1888, an entry was

Entry 5283.

made, which reads as follows, to-wit: This day this cause came on for hearing and thereupon came all parties hereto by their attorneys and compromised this action by an agreement that said plaintiff recover of said defendants the sum of One Hundred Dollars with their costs herein expended. It is therfore considered, ordered and adjudged by the Court that said plaintiff do recover of the said defendants J. J. Turner as principal and Lewis Mills and Hylas Hood as sureties, the sum of One Hundred Dollars, together with its costs herein expended taxed to $ and execution is awarded therefor.

Brodrick & McCampbell, Attys for Pltff.
Robinson, for Defendant.

Attest D. W. Curry clerk

Pleas before the Hon John A Price, one of the Judges of the 3rd Sub division of the 10th Judicial Distrct of the State of Ohio, at a term thereof begun and held at the Court House in the city of Marysville, Union County, Ohio, on the 27th day of February A.D. 1888. Be it therefor remembred, that heretofore, to-wit: On the 26th day of November, A.D. 1887, plaintiff filed his petition which reads, in the words and figures as follows, to-wit:

Petition.

No. 5445.

R Kurlitzer & Bro, Plaintiffs

-vs-

Leroy Decker, Defendant.

Court of Common Pleas, Union County, Ohio

The plaintiffs say, that this cause comes into this court on appeal from the Docket of Esquire Wm H Kinget, a Justice of the Peace of said County. The plaintiffs further say, for cause of action against the defendant, Le Roy Decker, that they are the general owners of the following goods and chattels, and entitled to the immediate possession thereof, to-wit: One Henry F Miller Piano, Style 9, 12644. The plaintiffs further say that the said defendant wrongfully detains in his possession, from the plaintiffs, the said goods and chattels, and did detain, and has so detained the possession of said goods and chattels for the space of Thirty days next before the commencement of this action, and wholly deprived plaintiffs of all use and benefit thereof during all said time, to the damage of plaintiffs in the sum of Three hundred (300 00) Dollars. Wherefore the plaintiffs pray an order of delivery to them from the defendant, according to the statute in such case made and provided, and for judgment against the defendant in said sum of Three hundred (300 00) Dollars, their said damages sustained by reason of such said wrongful detention; for costs, and for all relief to which plaintiffs, by reason of the premises, may be entitled.

Motion 5445

Entry 5445

Brodrick & McCampbell, Attys for Pltiff.

State of Ohio, Union County, ss.

Jas. S. McCampbell, being duly sworn on his oath says, he is one of the attorneys for the plaintiffs in the foregoing action, and duly authorized; that said plaintiffs are non-residents of said County of Union, and absent therefrom; and that the facts stated, and allegations made, in the forgoing petition, are true as he verily believes.

Jas S. McCampbell.

Sworn to and subscribed before me this 26th day of November, A.D. 1887.

John D. Burgner

Clerk of Court of Common Pleas.

Verdict 5445

Answer 5445

The defendant, aforesaid, for answer to the plaintiffs petition says he denies the several allegations thereof. For a second defence, the defendant says that on or about the 24th day of December, A.D. 1883, the defendant bought from Milton R. Slocum, the said piano, and paid him full and value therefor without any knowledge of any claim or pretense of claim of the plaintiff thereon. That said Slocum was at that time engaged in the

genral business of selling musical instruments at his store room in Marysville and had said piano in his possession as plaintiff well knew, and having said possession, sold and delivered said instrument to defendant and afterwards to-wit, On the 2" day of January, 1884, the plaintiffs took from said Slocum, the writing hereto attached while said instrument was in the defendants possession, and said Slocum paid thereon $165 leaving the sum of $165 unpaid as the defendant is informed and believes and if it is proven that the said plaintiffs have any claim on said piano, it cannot exceed the said sum of $165 in any event; but the defendant denies that said agreement of said plaintiffs and Slocum, made after defendants said purchase of said piano made as aforesaid, gave said plaintiffs any legal or equitable claim thereon; and therefore defendant prays judgment against plaintiffs for costs.

Robinson & Piper, Attys for Deft.

State of Ohio, Union County, ss.

The defendant Leroy Decker, being duly sworn defers and says he believes the allegations of the foregoing answer are true.

Leroy Decker.

Sworn to before me and signed in my presence this 20" day of July, A.D. 1885. R. McCoy, Clerk.

Motion. 5445

The defendant moves the Court to require plaintiffs to give security for costs in this case and for reason says, the plaintiffs are non-residents of said County of Union.

Robinson & Piper, Attys for Deft.

Afterward, on the 19" day of March, 1885, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry 5445

R. Kurlitzer & Bro., Plaintiff.
-vs-
LeRoy Decker, Defendant.

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a jury, to-wit: Robert Elliott, Wm McMannus, Thos. Connor, Martin Emrich, Edward Wilber, Joseph Ohara, J.D. Mather, Edward Dilsaver, Harrison Loughrey, Phillip Rausch, Wm J. Grannan and Calvin Liggett, who being impaneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to law and the evidence, unless withdrawn by consent of the parties, or discharged by the court; and after hearing the testimony, arguments of counsel, and charge of the court, the said jury 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. 5445

State of Ohio, Union County, ss. } Court of Common Pleas of said County. February Term, March 19" 1885.

R. Kurlitzer & Bro., Plaintiff
-vs-
LeRoy Decker, Defendant } We, the Jury, being duly impaneled and sworn, find the issues in this case in favor of the defendant, and we find that at the time of the commencement of this action, the defendant had the right of prop-

erty in and the right of possession of the property described in the petition
Calvin Liggit, Foreman.

Afterward, to-wit: On the 28th day of March, 1888, an entry was
Entry. made which reads, as follows, to-wit: This day came on this cause to
5445. be heard on the motion to enter judgment on the verdict. Thereupon
the Court being fully advised in the premises do sustain said motion.
Whereupon, it is considered and ordered and adjudged by the Court
that the defendant retain the possession and ownership of said piano
and recover of the plaintiff his costs herein taxed to $

Attest K. McCoy Clerk } Brodrick and McClanahan, Atty for
J. M. Robinson, Atty for Deft. Pltff

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub-di-
Petition vision of the 10th Judicial District of the State of Ohio, at a term thereof begun
and held at the Court House in the city of Marysville, Union County, Ohio,
on the 29th day of October A.D. 1887. Be it therefore remembered, that
heretofore, to-wit: On the 15th day of October, A.D. 1887, plaintiff filed his pe-
No. 5421. tition, which reads in the words and figures as follows, to-wit:

John K. McIntire, James McIntire and William W. White, partners
doing business under the firm name and style of J. K. McIntire & Co.

J. K. McIntire & Co., Plaintiff.

—vs—

O. Curry, Georgia A. Curry, his wife, The Bank of Richwood and H. M. Weaver & Company, Defendants.

Common Pleas Court.
Union County, Ohio.

First cause of Action.- Plaintiffs are a firm doing a wholesale Grocery business at Dayton in the State of Ohio. On or about the 13th day of January, 1887, the defendants O. Curry and Georgia A. Curry, his wife executed and delivered to plaintiffs, their promissory note, a copy of which is here to attached marked "A." and thereby promised to pay to the order of Plaintiffs, the sum of Seven Hundred Dollars in Seven months from date, with interest thereon at 7 per cent. There are no credits or indorsements on said note.

"A."

Second cause of action.- At the time of delivering said note and to secure the payment thereof, the said O. Curry and Georgia A. Curry, his wife duly executed and delivered to plaintiffs their mortgage deed, conveying the following premises, to-wit: Situated in the village of Richwood, County of Union, and State of Ohio and bounded and described as follows: The south half of the East half of in Lot No. Sixty-five (65) and be-ing the same premises as conveyed by Eliza A. Stevenson and A. G. Steven-son, her husband to O. Curry by deed dated March 31st, 1871, and recorded in Book 35, Page 499, of Union County records of deeds; also the following premises: Twenty-five feet (25) in width, and extending Thirty-three (33) feet across in lot No 65. Said part herein conveyed of said lot fronts 25 feet on Flagrow Street, being the same as conveyed by Cyrs Landon and wife to O. Curry by deed dated September 24th, 1870, recorded in Book No. 35, Page 502, Union County records of deeds; also the following premises: Four and one-half (4½) feet in width off the north side of in lot No. Sixty Six (66) being the same as conveyed by Wm. H. Ferguson and Wife to

Summons 5421.

O. Curry by deed, dated January, 3" 1874, recorded in book No 42, page 348-349, Union County Records of deeds. For a more specific discription see recorded plat of said Village. The condition contained in said mortgage was in substance, that if said O. Curry and Georgia A Curry, who released her right of dower should pay or cause to be paid said note according to the terms thereof, then said mortgage to become void; otherwise to be and remain in full force and virtue in law. Said mortgage was filed with the recorder of said County for record on the 17" day of January 1887, at 8 o'clock A.M. and was by him recorded on the 24 day of January, 1887, in Volume 25, page 14, Union County record of mortgages. Pltntiffs are informed, that the said Bank of Richwood claims to have a judgment thereon said premises; and also, that the said H.M. Heaver & Co. claim to have some lien thereon, but plaintiffs are unable to state the exact nature and extent thereof. Plaintiffs therefore pray Judgment against said O. Curry & Georgia A. Curry on said note for said sum of Seven Hundred Dollars and 7% interest thereon from January 13" 1885. That the said Bank of Richwood and H.M. Heaver & Co. be required to set up there respective claims if they have any in said premises. That said mortgage be foreclosed, the said premises be sold and the parties of lien be determined, and the proceeds applied first towards the said plaintiff claim and for all proper relief.

S.S. Gardner, Atty for Pltff.

State of Ohio, Union County, ss.

S.S. Gardner, being duly sworn says he is the attorney for the above named plaintiffs duly authorized in the premises. That said plaintiffs are now residents of Union County, Ohio and are now absent therefrom, and that he believes the facts and allegations in the foregoing petition are true.

S.S. Gardner.

Sworn to and subscribed before me this 14" day of October 1887.

N.J. Rucker, Notary Public.

$700.00 Richwood, Ohio, January 13", 1887.

"A." Seven months after date date, we promise to pay to the order of John K. McIntire & Co., Seven Hundred Dollars, value received, with interest at seven per cent.

O. Curry.

Georgia A. Curry.

Afterward, to-wit: On the 15" day of October, A.D. 1887, a summons was issued which reads as follows to-wit:

Summons 5421. State of Ohio, Union County, ss. To the Sheriff of Union Co. Greeting: We command you to notify O. Curry and Georgia A. Curry, his wife that they et. al. have been sued by J.K. McIntire & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 12" day of November, A.D. 1887 the petition of said plaintiffs against them filed in the Clerk's office of said Court, such petition will by taken as true, and judgment rendered accordingly. You will make due return of this summons on the 24"

day of October, A.D. 1887.

Witness my hand and the seal of said Court, this 15th day of October, A.D. 1887.

John L. Burgner, Clerk.

State of Ohio,
Union County ss.

Sheriff's Return 5421

Received this Writ October 15th A.D. 1887 at 2 o'clock P.M. and pursuant to its command, on the 22nd day of October, 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.

Sheriff's Fees		
Service,		45
Mileage,	2.	56
Copy,		40
Total,	$3	41

W. Hopkins,
Sheriff.

Endorsed:
In action for foreclosure of mortgage. Amount claimed against O. Curry and wife $706.00 and interest @ 7% from January 13th 1887.

S.S. Gardner, Plaintiff's Atty.

Afterward to-wit: On the 15th day of October, A.D. 1887, a summons

Summons. was issued, which reads as follows, to-wit:

5421 State of Ohio, Union County, ss. To the Sheriff of the County of Richland, Greeting:
We command you to notify H.M. Kearr & Co. that they et.al. have been sued by J.K. McIntire & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of November, A.D. 1887 the petition of said plaintiffs against them filed in the Clerks Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 24th day of October, A.D. 1887.

Witness my hand and the seal of said Court, this 15th day of October, A.D. 1887.

(seal)

John L. Burgner, Clerk.

State of Ohio,
Richland County, ss.

Sheriff's Return. 5421.

Received this writ October 17th A.D. 1887, at 10 o'clock A.M., and pursuant to its command, on the 18th day of October, A.D. 1887, I served the same by leaving a true and certified copy of this Writ with the endorsements thereon at the within named defendants usual place of doing business. I therefore make this my return, October 18, 1887.

Sheriff's Fees		
Service,		30
Mileage,		16
Copy,		25
Docketing,		10
Total,	$	81

B. Flannery, Sheriff.
By Wm. O'Hern, Deputy.

Endorsed:
In action for foreclosure of mortgage. Amount claimed from O. Curry and wife, $706.00 @ 7% interest from January 13, 1887.

S.S. Gardner, Plaintiff's Atty.

Answer and Cross Petition of H.M. Kearr & Co.

Defendants, H.M. Kearr & Co, for answer and cross petition say: They are a partnership duly formed for the purpose of doing business in the State of Ohio, and holding property therein, under the firm and style name of H.M. Kearr & Co. and composed of Henry M. Kearr & S.S. Kimball, partners as aforesaid. First cause of action. Defendant, O. Curry, is indebted to said defend-

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5421. ants, cross petitioners, H.M. Weaver & Co. in the sum of Eight Hundred and Seventy-five ($875.00) Dollars, which they claim with interest from the 20" day of August, 1886, at the rate of 8% per annum, on a promissory note, of which the following is a copy, with all credits and indorsements.

$875.00 Richwood, Ohio, August 20", 1886.

One year after date, I, promise to pay, to the order of H.M. Weaver & Co., the sum of Eight Hundred and Seventy-five dollars, at their store, with interest at Eight per cent, for value received.

Signed, O. Curry. (Seal)

Secured by Mortgage.

There are no credits or indorsements on said note.

Second cause of action.— At the time of delivering said note, and to secure the payment of the same, the said defendant, O. Curry, duly executed and delivered to said answering defendants, H.M. Weaver & Co. his mortgage deed, conveying the following described premises, to-wit: The following described real estate, situate in the county of Union, in the village of Richwood, and state of Ohio; Being twenty-five feet in width, and extending thirty three feet across the lot No. Sixty-five (65), in the village of Richwood, Union County, Ohio, and being the same premises sold and conveyed September 24" 1870 by Cyrs Landon, and Cornelia Landon, to Otway Curry, recorded in Volume 35, Page 502, Records of said County. Also, Four and one-half feet, in width off of the north side of in Lot No. 66 in the plat of the village of Richwood, Union County, Ohio, and being the same premises conveyed by deed to Otway Curry, by William and Mary E. Ferguson, January 3rd 1874, recorded in Volume 72, Page 348-9 of the Records of deeds of Union County, Ohio. Also, The south half of the east half of in lot No. 65, of the village of Richwood, Union County, Ohio, and being the same premises conveyed by deed to Otway Curry, by Eliza A. and A.G. Stevenson, dated March 31st, 1871, recorded in volume 35, page 499, of the records of deeds of said County. All of said property above described situate in the village of Richwood, Union County, Ohio. Said mortgage was conditioned, "that if the said O. Curry, shall pay or cause to be paid to the said H.M. Weaver & Co. or their assigns his note of even date herewith, for the sum of $875.00 due in one year from date with interest at eight per cent per annum, when the same becomes due, then these presents to be void; otherwise to be and remain in full force and effect." On the 26" day of August, A.D. 1886, at the hour of 7 o'clock A.M., said mortgage was duly left with the recorder of Union County Ohio, for record, and was duly recorded in Volume 24, page 72, of Records of said Union County, Ohio, September 2", 1886, and thereby became and still is, a valid and subsisting first lien on said premises, in favor of said H.M. Weaver & Co. Answering defendants, H.M. Weaver & Co. are informed that the defendant "The Bank of Richwood," and plaintiff J.K. McIntire & Co. have or claim to have some lien or interest in said premises, but these defendants H.M. Weaver & Co. are that the same subordinate to their said claim, and these defendants, and cross petitioners ask that they all be compelled to set the same up,

or be forever cut off from asserting the same. Defendants and cross petitioners, therefore ask judgment against said O. Curry, defendant, in said sum of eight hundred and seventy-five ($875.00) Dollars, with interest at the rate of 8% from the 20th day of August, 1886, and that said premises may be sold and the liens may be marshalled, and the proceeds first applied to the payment of said judgment.

Homer P. Sewell,
Attorney for H. M. Weaver & Co.
Mansfield, Ohio.

State of Ohio,
Richland County, ss.

Before me personally appeared, Henry M. Weaver, member of the firm of H. M. Weaver & Company, who being duly sworn, deposes and says, that the allegations contained in the foregoing answer and cross petition, are true as he verily believes.

H. M. Weaver

Sworn to and subscribed, before me and in my presence this 9th day of November, A. D. 1887. W. L. Sewell, Notary Public, Richland County O.

Waiver. 5421 We the undersigned defendants in the above action, hereby enter our appearance to the answer and cross petition of defendants, H. M. Weaver & Company, and waive the issuing and service of summons herein.

B. L. Talmage, Cashier, Bank of Richwood.
Otway Curry, Georgia A. Curry.

Answer and Cross Petition of Bank of Richwood 5421 Now comes the said Bank of Richwood, one of the defendants in the above entitled case and for answer and by way of cross petition, herein says, said bank is a company of persons formed for and doing a general private Banking business at Richwood in said County of Union, under the firm name and style of Bank of Richwood. That on the 31st day of May, 1886, said Bank recovered a judgment against the said O. Curry by the consideration of the said Court of Common Pleas of Union County, Ohio, for the sum of $310.23 and interest thereon at 8% from the 28th day of May, 1886; That on the 30th day of December, 1886, an execution was issued by the Clerk of said Court, to the Sheriff of said County, who on said 30th day of December, 1886, made a levy upon the premises described in the petition of the plaintiffs herein, and upon the premises described in the answer and cross petition of the said H. M. Weaver & Company, filed herein. And by virtue of said judgment and said levy, the said Bank of Richwood had & still maintain the first and best lien upon said premises. That no payments have been made on said judgment. That there is now due said Bank of Richwood thereon from said O. Curry the said sum of $346.29, and interest thereon at 8% from this date, and costs amounting to $5.80. Wherefore said Bank of Richwood ask that the parties of lien be determined, Said premises be sold and that the proceeds be applied to the payment of said judgment and costs in its proper order and for all proper relief.

S. S. Gardiner, Atty for Bank of Richwood.

State of Ohio, Union County, ss.

B. L. Talmage being duly sworn, says he is the cashier of the said Bank of Richwood, and a member of said firm. That the facts and allegations in the above answer and cross petition are

as he believes true.

R. L. Talmage.

Sworn to and subscribed before me this 16th day of November, 1887.

W. J. Crucker, Notary Public.

Entry. 542.

Afterward, to-wit: On the 17th day of November, 1887, the following entry was made, which reads as follows to-wit: Now came the plaintiffs herein and the defendants O. Curry and Georgia A. Curry being in default for answer and demurrer, the court find that all of the defendants have been duly served with summons in this case and that the allegations of the Petition are confessed by them, the said O. Curry and Georgia A. Curry, to be true. And that there is due the plaintiffs from said O. Curry and Georgia A. Curry upon the note set up in the petition, the sum of Seven Hundred Dollars, with 7 per cent interest thereon from the 13th day of January, 1887. It is therefore considered by the court that the plaintiffs recover of the defendants O. Curry and Georgia A. Curry the sum of $740.50 and costs herein expended taxed to $, and that said Judgment bear interest at 7% from this date. The court also find that the defendants O. Curry and Georgia A. Curry, his wife executed and delivered to the plaintiffs J. K. McEntire & Co. the mortgage deed in the petition described and on the premises therein described; and that said Georgia A. Curry released her dower therein, and that said mortgage was duly recorded in Book No 25 page 14, of the records of mortgages of said County, and is a good and filed lien upon said premises described in the petition. The Court further find that the condition of defeasance in said mortgage has been broken and that the said plaintiffs are entitled to have the defendants equity of redemption foreclosed. The court further find that there is due to the defendant and cross petitioner the Bank of Richwood, from said defendant O. Curry, on the Judgment set up in the cross petition of said Bank of Richwood, the sum of $346.29 with 8 per cent interest thereon from this date and costs amounting to $5.50 and that said Judgment was taken and a levy made upon said premises described in the petition as in the cross petition of said Bank of Richwood set forth, and that said Judgment of said Bank of Richwood is the first lien upon the premises described in the petition It is therefore considered and decreed that unless the said defendants O. Curry and Georgia A. Curry 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 Bank of Richwood the sum of $346.29 with interest at 8 per cent from November 17th, 1887, being the amount of this Judgment and costs in said case amounting to $5.50 and shall pay to Plaintiffs the sum of $740.50 with 7 per cent interest thereon from Nov. 17th, 1887, according to the terms of said note and mortgage the defendants equity of redemption be foreclosed and said premises shall be sold and an order shall issue therefor to the sheriff of Union County, Ohio, directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

Order of Sale. 5421.

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

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 17th day of November, A.D., 1877, in the cause of J.K. McIntire & Co. plaintiff, and O. Curry & Co. defendants, said J.K. McIntire & Co. obtained a judgment or decree against the said O. Curry & Co. for the sum of Seven Hundred and forty and 72/100 Dollars, and Dollars costs of suit; And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said O. Curry shall within five days from the 17th day of November, A.D. 1877, pay unto the said J.K. McIntire & Co. the said sum of Seven hundred and forty and 72/100 Dollars with interest from 17th day of November, A.D. 1877, at the rate of 7 percent. 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 five days aforesaid have fully expired and the said sum of $740.72 with interest and costs have not been paid as aforesaid, as appears to be of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the Village of Richwood, County of Union and State of Ohio, bounded and described as follows: The south half of the East half of in lot No. Sixty-five (65) and being the same premises as conveyed by Eliza A. Stevenson and A.G. Stevenson, her husband, to O. Curry by deed dated March 31st 1871 and recorded in Book 35, Page 499 of Union County records of deeds. Also the following premises. Twenty-five (25) feet in width and extending thirty-three (33) feet across in lot No. 65 said part herein conveyed of said lot fronts 25 feet on Blagrove Street being the same as conveyed by Lyle Landon and wife to O. Curry by deed dated September 24th 1870, Recorded in Book No. 35, Page 502, Union County record of deeds. Also the following premises Four and one half (4½) feet in width off the north side of in lot No. Sixty-six (66) being the same as conveyed by William Ferguson and wife to O. Curry by deed dated January 3rd 1874 Recorded in Book No. 42 Page 348 and 342 Union County records of deeds, for a more specific discription see recorded plat of said Village.

Sheriff's Sale. 5421.

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 proceed 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 15th day of December A.D. 1877.

{Seal} J.D. Burgner, Clerk.

Sheriff's Return. 5421.

State of O

Sheriff's

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Sheriff's Return. 5421.

Sheriff's Fees	$	cts
Service		30
Summoning Appraisers		
Swearing Appraisers	1.	20
Writing Appraisal		30
Copy of Appraisal		30
Notice to Printer		30
Mileage	2	56
Poundage	21	56
Total	$26	52
Appraiser's Fees	3.	00
Printer's Fees	14.	70

State of Ohio, Union County, ss.

In pursuance to the command of the Order of sale hereto annexed, I did on the 16th day of December, 1887, summon W.H. Corkwright, T.M. Burgun and O.F. Parsons, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 16th day of December, 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 Twenty one 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 29th day of December, 1887, 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 28th day of January, A.D. 1888, at 1 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: for consecutive weeks; and in pursuance to said notice, I did on said 28th day of January, A.D. 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came J.K. McEntire & Co. who bid for the same the sum of Fourteen hundred and Thirty-eight (1438[00]) Dollars, and said sum being more than two-thirds of the appraised value thereof, and said J.K. McEntire & Co. being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Fourteen hundred and thirty-eight Dollars.

W. Hopkins, Sheriff.

Sheriff's Sale. 5421.

J.K. McEntire & Co. vs O. Curry, et al. } On Order of Sale. Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday January 28th, 1888, at or about the hour of one o'clock P.M., on said day the folling described real estate, to-wit: Situated in the village of Richwood, county of Union and State of Ohio, bounded and described as follows: The south half of the east half of lot No. 65 and being the same as conveyed by Eliza A. Stevenson and A.G. Stevenson, her husband, to O. Curry, by deed dated March 31st 1871, recorded in Book No. 35, page 499 of Union County Records of Deeds. Also the following premises: Twenty-five feet in width and extending thirty-three feet across in lot No. 65, said part herein conveyed of said lot fronts, 25 ft. on Blagrove street, being the same as conveyed by Cyrs Landon and

wife to O Curry, by deed dated September 24th 1870, recorded in book No. 35, page 502 of Union County Records of Deeds. Also the following premises: Four and one-half feet in width off the north side of in lot No. 66, being the same as conveyed by William H Ferguson and wife to O Curry, by deed dated January 3rd 1874, recorded in book No. 42, pages 348 and 349 of Union County Records of Deeds. For a more specific description see recorded plot of said village.

Appraised at $2,150.

Terms of sale, cash. Marion Hopkins, Sheriff Union County, Ohio.

S S Gardner, Attorney. December 29th 1887.

State of Ohio, Union County, ss.

Proof of Publication. 5421. I, Robert Smith, do make oath that the advertisement, of which the annexed is copy, was published for 5 weeks, to-wit: December 29th 1887 and January 5th, 12th, 19th and 26th, A.D. 1888, in the Richwood Gazette, a weekly newspaper, printed in and being of general circulation within said county, and of which I am editor.

Robert Smith.

Sworn to and subscribed before me, this 2nd day of February, A.D. 1888.

J. L. Burgner.

Motion. 5421. Afterward to-wit: on the 9th day of January, 1888, an entry was made on the journal by the Clerk of said Court, to-wit: This cause now coming on to be heard on behalf of H.M. Weaver & Co. on their answer and cross petition. And the evidence the court find that the defendants O Curry and his wife Georgia A Curry, and the defendant, the Bank of Richwood, have waived the issuing and service of summons and process, and have voluntarily entered their appearance, to the answer and cross petition of said H.M. Weaver & Co. having been duly made thereto, as evidenced by their waiver duly filed herein, and that the said defendants O Curry and his wife Georgia Curry are in default for answer and demurrer. And that the allegation of the answer and cross petition of said H.M. Weaver are confessed by them to be true; and that there is due the said H.M. Weaver & Co. from said O. Curry on the promissory note set forth in the answer and cross petition of said H.M. Weaver & Co. with interest the sum of Nine hundred and Seventy-two dollars and forty three cents. (972 43) The court further find that in order to secure the payment of said note, to said H.M. Weaver & Company the said defendant O Curry, executed and delivered to said H.M. Weaver & Co. their certain mortgage deed as set forth in the answer and cross petition of said H.M. Weaver & Co. described and on the premises therein described; that said mortgage was duly recorded in Book 24 - Page 72 - of the Records of mortgages of Union County, Ohio, at the hour of 4 o'clock P.M. August 26th A.D. 1886., and is a good and valid second (2nd) lien on the premises described in their answer and cross petition and being the same premises as described in the petition of Plaintiff J.K. McIntire & Co. and that the said note is long past due and wholly unpaid and that the conditions of said mortgage have been broken; that the lien of said H.M. Weaver & Co. is the second lien on said premises and subject only to the judgment lien of the Bank of Richwood. It is therefore considered by the Court that the said H.M. Weaver & Company recover from the said O. Curry said sum of Nine hundred and Seventy two Dollars and forty-three cents, as heretofore respectfully found due them.

Journal Entry. 5421.

And that said judgment bear interest at 8% from this date, and that said mortgage be foreclosed and the premises sold in conformity to the order heretofore granted in this cause. The court further find that the respective liens of the Bank of Richwood, H.M. Weaver & Co. and J.K. McEntire & Co. have not been determined by this court in the former decree in this action. And it is ordered, decreed, determined and found that the liens attach on said premises, and shall be paid out of the proceeds arising from the sale in the following order of priority to-wit: First, to the Bank of Richwood $310.23 and interest and costs. Second, H.M. Weaver & Co. Nine Hundred and Seventy-two dollars, forty three cents ($972.43) and interest from January 10th 1858 and costs. Third, J.K. McEntire & Co. the sum of Seven Hundred and forty dollars and eighty cents and interest; and that so soon as the premises hereof shall be sold under the former order of this court, the proceeds shall be brought into court to abide the further order and that the claims of the Bank of Richwood, H.M. Weaver & Co & J.K. McEntire & Co shall be paid as herein ordered.

Motion 5421.

Now comes the plaintiff J.K. McEntire and moves the Court to set aside a Journal Entry made in this cause, for this, to-wit: This action was upon a foreclosure of a mortgage, upon which premises there are several lien holders, and parties interested defendants. 1st That said entry filed January 9th 1858 was not signed by the Court or by any parties or their attorneys, to this action. 2nd That the entry further shows that the Court has found the amount due each lien holder and their priority. Whereas in fact the Court had made no finding at all as to priority of liens. And the same is without any order of the Court whatever.

Cameron & Woodburn, Attys for Pltffs,
J.K. McEntire & Co.

Journal Entry. 5421.

This cause coming on to be heard on the return of the Sheriff of the Order of Sale heretofore issued, with his report of his proceedings and sale of lands and tenements under said writ and the motion of plaintiffs J.K. McEntire to have the contingent right of dower of Georgia F. Curry, wife of O. Curry assigned and determined And the motion of H.M. Weaver & Co. to determine the respective priority of liens and a distribution of the proceeds arising from the sale of said real estate. And the court, having carefully examined the said proceedings and being satisfied that the sale has in all respects been made in conformity to the provision of the statute in such cases made and provided, finds the same to be legal and does therefore approve and confirm the same and further orders that the Sheriff so soon as the purchaser J.K. McEntire shall pay into Court the sum of Twelve hundred and thirty eight dollars, that he shall execute and deliver to said purchaser J.K. McEntire a deed in fee simple for the lands and tenements so sold and being the same lands described in plaintiffs petition. And the the purchaser is hereby subrogated to all the rights of the lien holders and a writ of possession shall be awarded upon delivery of the deed to put the

in possession. And that the liens are as heretofore determined in point of priority. And the Court coming now to the distribution of the proceeds arising from the sale of said premises orders. 1st That he pay to the Treasurer of Union County the taxes due upon the property so sold to-wit: $

2nd To the Clerk of this Court, the costs of this action taxed at $61.47 3 7/10 To J.K. McIntire & Co. plaintiffs, the contingent right of dower of Georgia A. Curry wife of O. Curry the sum of $94.33 the amount so found due by the court by virtue of her having signed the mortgage of Plaintiffs J.K. McIntire & Co. 4th to the Bank of Richwood $352.09 with interest at 8 per cent from November 17th 1885. 5th To H.M. Kerr & Co. $972.43 together with interest from the 9th day of January, 1888 at 8 per cent. per annum. 6th To J.K. McIntire $740.80 together with interest at 8 per cent from January 9th 1888 at 8 per cent per annum. And it is further ordered that the said J.K. McIntire pay the balance to-wit: $1230.00 to the Sheriff forthwith.

Approved H.P. Sewell.
Cameron and Woodburn

Yeates & McCurry Clerks

Pleas before the Hon John A. Price, one of the Judges of the 3rd Sub-division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 27th day of February, A.D. 1888. Be it therefore remembered, that heretofore to-wit: On the 2nd day of March, A.D. 1888, plaintiff filed his petition, which reads in the words and figures as follows to-wit:

Answer 5584

State of Ohio, Union County, ss.
P.E. Barnes, Plaintiff
vs
S.H. Rasette, Defendant

In the Court of Common Pleas.

Petition

No. 5584.

P.E. Barnes the above named Plaintiff says that there is due to him from S.H. Rasette, the defendant, on a promissory note made by the Defendant, S.H. Rasette, dated March 3rd, A.D. 1887, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Ninety-five Dollars, with interest thereon from the 3rd 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 defendant for the sum of One hundred Dollars and Sixty-five cents, with interest from the second day of March A.D. 1887.

P.R. Kerr, Atty for Pltff.

Entry. 5584.

State of Ohio, Union County, ss.

P.R. Kerr, Attorney for the above named plaintiff being duly sworn says that he believes the statement in the foregoing petition to be true. He further says that the said plaintiff has placed in his hands for collection said promissory note. And the same is now in his possession and attached hereto.

P.R. Kerr.

Subscribed by P.R. Kerr, Attorney in my presence, and sworn to by him before me, this 2nd day of March, A.D. 1887.

R. McElroy, Clerk.

$95.00

October 1st 1887 after date, for value received, we jointly and severally promise to pay P.E. Barnes, at Richwood Deposit Bank, at their office Ninety Dollars, with interest at the rate of six per cent. per annum, on

all unpaid principal and interest, until paid; interest to be computed every year, with 5 percent. attorney fee, if collected. And we or either of us, do hereby authorize and empower any attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing 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 indorser hereof, for the same 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 3rd day of March, 1887.

P.O. Adress Marysville. S H Rasette Seal

Answr. 5584.

And now came the above named defendant, by the undersigned R. L. Woodburn Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiff's petition, and against the above named defendant, for the sum of one hundred dollars and sixty-five cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, and defendants right to exemption from execution, any property, real or personal, is hereby waived.

March 2nd A.D. 1887. R. L. Woodburn, Atty for Deft.

Entry. 5584.

Afterward, to-wit: On the 2nd day of March, A.D. 1887, an entry was made, which reads as follows, to-wit: This day came the plaintiff by R. R. Kerr, Attorney, and thereupon came R. L. Woodburn, one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff, as is alleged in said plaintiffs petition the sum of $100.65. It is therefore considered that said plaintiff do recover of said defendant, the said sum of $100.65 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 6 per cent. per annum. And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived. And all right to demand exemption from execution of any property, real or personal is also waived.

Attest R M Corry Clerk

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 27 day of February A.D. 1888. Be it therefore remembered, that heretofore, to-wit: On the

Petition

11th day of October, A.D. 1886, plaintiff filed his petition which reads in the words and figures as follows, to-wit:

Mary Davis, Plaintiff }
—vs— } Court of Common Pleas in and for
C.W. Burgess, Defendant } Union County, Ohio.

No. 5150

The said plaintiff Mary Davis, complains of the defendant C.W. Burgess for that on or about the 3rd day of April, A.D. 1883, one Julia A. Benedict gave to the defendant the sum of $80. to be paid this plaintiff by the defendant, that said defendant converted said sum of $80. to his own use and benefit. Plaintiff avers that said sum of money was then due and payable yet the said defendant though often requested has not paid said sum of money nor any part thereof. Wherefore the said plaintiff prays judgment against the said defendant for the said sum of $80. together with interest thereon from the said 3rd day of April, A.D. 1883.

State of Ohio, Union County, ss.

O.B. Mather, being by me first duly sworn deposeth and saith that he is the attorney of record of Mary Davis plaintiff, in the foregoing petition that said plaintiff is not a resident of the County of Union And this affiant further saith that the several matters and things contained in said petition are according to the best of his knowledge and belief true in substance and in fact and further this deponent saith not

O.B. Mather.

Subscribed in my presence and sworn to before me this 9th day of October, A.D. 1886.

S.S. Gardner, Notary Public.

Motion. 5150

The defendant moves the Court here for an order striking from the files. The paper marked petition and bearing the file mark of the Clerk October 11th 1886. And the said case may be dismissed for want of prosecution and for cause says: 1st The time for filing a petition in this case appears prior to the first of October, 1886 and no petition was then filed and no leave of the Court obtained to file same since. 2nd Said paper marked petition as aforesaid is not signed by either the said plaintiff or her attorney as is required by law and the same is not a legal paper in said case.

Cameron & Woodburn, Attys for Deft.

Entry 5150

This day came this cause on to be heard upon the motion of the defendant to strike the plaintiffs petition from the files, because the said petition is not signed either by the plaintiff or his attorney. The court on consideration thereof does sustain said motion, and by consent of parties, the plaintiff's attorney signed said petition. And this cause is continued with leave for defendant to answer within 30 days from the rising of the Court.

Entry. 5/30

Afterward, to wit: On the 1st day of November, A.D. 1887 an entry was made on the Journal by the Clerk of said Court, which reads as follows, to wit: This cause is continued with leave to Defendant to plead to the Petition by the first day of January next.

Entry.

Leave was granted defendant to answer instanter and answer filed October 24th 1887.

Answer 5/30

The defendant C.H. Burgoon for his answer to the petition of Plaintiff says: That he admits that he received from said Julia A. Benedict, Eighty Dollars to be forwarded to plaintiff, but denies each and every other allegation and averment in said petition contained. Second defense - For a second defense, defendant says that about the first day of May, 1883, being the day named in the said petition the plaintiff was a resident of Lima, Ohio, the said said Julia A. Benedict and this defendant lived near Richwood, Ohio, and one A.J. Blake was then the president of the Union County Bank, a private banking institution at Richwood Ohio. The said A.J. Blake and said Bank were then in good financial repute and this defendant was accustomed to receive and send money through the same which was well known to said Julia A. Benedict at that time. On or about the date named, the said Julia A. Benedict, knowing the premises, left at the residence of this defendant the sum of Eighty dollars which she said she wanted sent to the plaintiff at Lima, Ohio, but she gave no instructions or directions how the money was to be sent. This defendant having good reason to believe, and believing said Blake and said Bank to be safe and trustworthy financially delivered said money to said Blake at Richwood with directions to send the same to the plaintiff at Lima, Ohio. Said Julia A. Benedict at the time she left said money at the residence of this defendant to be forwarded as aforesaid, did not agree, intend or expect to pay this defendant any thing for assisting her in sending the same, but the same was a mere gratuitous accommodation on the part of this defendant. This defendant duly notified the said Julia A. Benedict of what he had done with said money and she expressed her approval thereof. Wherefore this defendant asks to go hence and recover his costs, and for all proper relief.

Cameron and Woodburn,
Attys for Deft.

State of Ohio, Union County, ss.

C.H. Burgoon, being first duly sworn deposes and says that the facts stated and allegations made in his foregoing answer are true as he believes.

C.H. Burgoon.

Sworn to before me and signed in my presence this 24th day of October, 1887.

W.J. Rucker, Notary Public for Union County, O.

Motion 5/30

The plaintiffs moves the Court to require defendant to amend his answer by stating whether he left the eighty dollars named in his answer with A.J. Blake at the Bank named in said answer or at some other place in Richwood and whether said A.J. Blake left the money with said Bank and whether he sent the money or not and whether defendant took any receipt or certificate or other memorandum

from said A. J. Blake as evidence of the money so left with him, and if so what signature was made to said receipt, certificate or memorandum.

Robinson and Piper and O. B. Mather
Attys for Pltff.

Entry sustaining Motion 5/50

And now came the parties by their attorneys and this cause came on to be heard upon the motion of the plaintiff to require the defendant to amend his answer as to certain matters, was argued by counsel and submitted to the Court. Whereupon, the Court being fully advised in the premises, so as to require the defendant to show whether the money was paid to Blake at the Bank and the balance of motion overruled and leave granted to the defendant to file amended answer by November 9th next.

Amended Petition. 5/50

Afterward to-wit: On the 5th day of November, 1887, a petition was filed with the Clerk of said Court which reads in the words and figures as follows, to-wit: The said plaintiff Mary Davis now comes and for amended petition says that she complains of the defendant C. W. Burgoon for this, That on or about the 3rd day of April, A.D. 1883, one Julia A. Benedict who was at that time indebted to the plaintiff in the sum of Eighty Dollars ($80.00) and for the purpose of making payment of the same to said plaintiff gave to said defendant said sum of Eighty Dollars to send to said plaintiff at Lima, Ohio, where said plaintiff then lived. That said defendant did not send said money ($80.00) to said plaintiff as directed by said Julia A. Benedict, but converted the same to his own use and has ever since failed and refused to pay over said Eighty Dollars or send the same to said plaintiff. Plaintiff says that sum of Eighty Dollars is now due her from said defendant, yet the said defendant though often requested has not paid said sum of eighty dollars to said plaintiff nor any part thereof nor to any one directed by her to receive the same. Wherefor the said plaintiff prays a Judgment against said defendant for the sum of Eighty Dollars ($80.00) with interest thereon from the 3rd day of April 1883 and costs.

Robinson and Piper and O. B. Mather, Attys for Pltff.

State of Ohio, Union County, ss.

O. B. Mather, being by me first duly sworn deposeth and saith that he is one of the attorneys for the plaintiff (and that he is an attorney of Record) in the foregoing petition; that said plaintiff is not a resident of the County of Union. And this Affiant further says that the several matters and things contained in the said petition are true according to the best of his knowledge and belief in substance and in fact and further this deponent saith not.

O. B. Mather

Sworn to before me and subscribed to in my presence this 24th day of October, A.D. 1887.

William A. Phelps, Notary Public.

Entry 5/50.

On motion of defendant, leave is granted him to plead to the plaintiffs amended petition by December 20th 1887.

Robinson for Pltff.
Cameron & Woodburn.

Amended Answer 5/50

The defendant C. W. Burgoon for his amended answer to the petition of plaintiff says: That he admits that he received from said Julia A. Benedict, Eighty Dollars to be forwarded to plaintiff but denies each and every

Reply 5/50.

other allegation and arrment in said petition contained. Second defense
for a sechd defense defendant says that about the first day of May, 1863, being
the day named in the said petition, the plaintiff was a resident of Lima,
Ohio and this defendant and said Julia A. Benedict lived on a farm near
Richwood, Ohio, at that time one A.J. Blake was the President of the Union
County Bank, a private Banking institution at Richwood, O. the said A.J.
Blake was also the business manager of a large planing Mill in said vil
lage of Richwood near said Bank. The said Bank was then of good finan
cial repute and believed by the defendant and said Julia A. Benedict to
be solvent and reliable. The said A.J. Blake was also of good financial
repute and were well known to said Julia A. Benedict and this defendant
and believed by them to be honest, trustworthy and responsible. And
this defendant had some business with him both at said Bank and Plan
ing Mill. And the fact of his being president of said Bank, gave this defend
ant increased confidence in him, as a safe and trustworthy person, as
said Julia A. Benedict well knew. That about the date named the said
Julia A. Benedict left at the residence of this defendant, the sum of Eighty
Dollars, which she said she wanted sent to the plaintiff at Lima, Ohio,
but she gave no instructions or directions how the money was to be sent.
This defendant's business was that of a farmer and he did not have or
hold himself out to have any skill in handling or sending money. And
said Julia A. Benedict at the time she left said money at the residence of
this defendant to be forwarded as aforesaid, did not agree, intend or expect
to pay this defendant any thing for assisting her in sending the same,
but the same was a mere gratuitous accomodation on the part of this
defendant. This defendant took said money to Richwood and finding said
A.J. Blake at his Planing Mill and it being during business hours this
defendant delivered the money to him at said planing mill and
gave him an envelope plainly addressed to said plaintiff at Lima,
Ohio, and gave the said A.J. Blake instructions to forward said money
to said plaintiff by some safe means. This defendant duly notified said
Julia A. Benedict of what he had done in the premises and that he
had delivered the said money to said Blake at the place named. And
she expressed her approval of the same. Wherefore this defendant
asks to go hence and recover his costs and for all proper relief.

Cameron and Woodburn, Attys for Deft

State of Ohio, Union County, ss.

C.V. Burgoon, being first duly sworn deposes
and says that the facts stated and allegations made in his foregoing
answer are true as he believes.

C.V. Burgoon.

Sworn to before me and signed in my presence this 9th day of Jan-
uary, 1865. Joseph Camer, J.P.

Afterward, to-wit: On the 10th day of February, 1865, the following
Reply has filed, which reads as follows, to-wit: The plaintiff now
comes and for Reply to the answer of the defendant says that not
waiving any thing as to the sufficiency of said answer, she admits
that said defendant received said $80 from said Benedict to send to

Reply.
5/56.

the plaintiff and she admits that A J Blake was at the time mentioned in said answer, to-wit May 1, 1853, the Cashier of the Union County Bank at Richwood, Ohio, in good standing and admits that said defendant promised on the receipt of said Eight Dollars by him to send it to the plaintiff but each and every allegation of said answer is denied by the plaintiff and therefore she asks judgment as she did in her answer

Robinson and Piper, Attorneys for Plaintiff.

State of Ohio, Union County, ss

J W Robinson, being duly sworn says he is one of the Attorneys of the plaintiff duly retained in the fougoing cause and that the plaintiff is a non-resident of said County of Union and now absent therefrom and that he believes the allegations of the fougoing Reply are true.

J W Robinson.

Sworn to before me and signed in my presence by J W Robinson, this 10th day of February, 1858.

R McCrory, Clerk.

Petitions. No. 5347.

Motion 5/50

The defendant moves the Court for an order requiring the plaintiff to give security for costs And for ground of his motion says said defendant is not a resident of said County of Union.

Cameron & Woodburn, Attys for Deft

Entry. 5/50

Afterward, on the 9th day of March, 1858, the following Entry was made on the Journal, by the Clerk of said Court, to-wit:

Mary Davis, Plaintiff
—vs—
C W Burgoon, Defendant

This day came the parties by their Attorneys and this cause came on to be tried; and thereupon came a jury, to-wit: Robert Elliott, William McWilliams, Thomas Connor, James Cameron, Martin Eirich, Joseph O'Harra, Harrison Longberry, Philip Rausch, William J Grauman, Calvin Leggett, Salem Pearce and J C Lovelss, who being impanneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to law, and the evidence unless withdrawn by consent of the parties, or discharged by the Court; and after hearing the testimony, arguments of counsel, and charge of the Court the said jury 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 as follows, to-wit:

Verdict. 5/50.

State of Ohio, Union County, ss } February Term, March 9th 1858.

Mary Davis, Plaintiff
—vs—
C W Burgoon, Defendant.

We, the Jury, being duly impanneled and sworn, find the issues in this case in favor of the Plaintiff, and assess the amount due to the plaintiff from the defendant, C W Burgoon, at the sum of $102.90 One Hundred and two dollars and 90/100

Dated March 9th, 1858.

Calvin Liggett, Forman.

Entry. 5/50

Afterward, to-wit: On the 16th day of March, 1858, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

This day came on this cause to be further heard on the motion to enter a

Praecipe.

Judgment on the Verdict of the Jury, whereupon the Court sustain motion and it is considered, ordered and adjudged by the Court that the plaintiff recover of the defendant said sum of One hundred and two and $^{00}_{100}$ Dollars found due by the verdict of the jury and his costs herein expended taxed to $

Attest R McElroy Clerk ——— Cameron & Woodburn.

Pleas before the Hon John A Price, one of the Judges of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the city of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1857. Be it therefore remembered that heretofore, to-wit: On the

Petition. 7th day of July A.D. 1857, plaintiff filed his petition which reads, in the words and figures as follows, to-wit:

No. 5347. State of Ohio, Union County, ss.

Daniel Seitz, Plaintiff
—vs—
Richard P. Holland, Defendant } In the Court of Common Pleas.

And now comes the said plaintiff, and for cause of action herein against the said defendant says: that heretofore, to-wit: On the 26th day of September, 1854, the said Richard P Holland, defendant, executed and delivered to one Robert Reed his promissory note of which the following is a copy:

" $150.00 Liberty Township, Union County, Ohio,
September 26th 1854.
" On the First day of February, 1856, I promise to pay to Robert
" Reed or bearer, One Hundred and Fifty Dollars, value received, at
" 6 per cent. interest, payable at North Lewisburg Bank.
" Due February 1st 1856. Richard P. Holland

Plaintiff says that there are no indorsements on said note and that no payments have been made thereon; that shortly after the execution of said note and long before the same became due, to-wit: On the day of , for a valuable consideration he became the owner of said note, and he says that he is the legal owner now, and ever since said purchase has been, of said note. Said plaintiff says that there is now due, and owing to him thereon, the sum of One hundred and fifty dollars with interest thereon from the said 26th day of September, 1854, for which sum and interest he asks a judgment against the said defendant.

T. B. Fulton, Attorney for Plaintiff.

State of Ohio, Union County, ss.

T. B. Fulton, being first duly sworn, 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 forgoing petition are true T. B. Fulton

Sworn to before me and subscribed in my presence by the said T. B. Fulton this 7th day of July, 1857.

W. W. Merchant, Notary Public.

To the Clerk:

Praecipe. Issue summons for defendant to sheriff of Union

County, Ohio, returnable according to law.
Indorsed, Amount claimed $150.00 with interest from September 26th 1884.
T. B. Fulton, Atty for Pltff.

I am security for costs. T. B. Fulton.

Afterwards, to-wit: On the 7th day of July, A.D. 1887, a summons was
Summons. issued, which reads as follows to-wit:

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

5347. We command you to notify Richard P. Holland that he has been sued by Daniel Seitz in the Court of Common Pleas of Union County, and that unless he answers by the 6th day of August, A.D. 1887 the petition of said Daniel Seitz 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 15th day of July, A.D. 1887.

Witness my hand and the seal of said Court, this 7th day of July, A.D. 1887, at Marysville, Ohio.

Seal John L. Burgner, Clerk.

State of Ohio, Union County, ss.

Sheriff's Return. Received this Writ July 7th A.D. 1887, at 2 o'clock P.M. And pursuant to its command, on the 13th day of July, 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 Richard P. Holland.

	$	c
Sheriff's Fee		
Service		30
Mileage		12
Copy		20
Total	$	2.42

M. Hopkins. Sheriff.

Indorsed: In action for money only. Amount claimed $150.00

Afterward, to-wit: On the 23rd day of May, 1888, an entry was made
Entry. on the journal by the Clerk of said Court, which reads as follows, to-wit:
5347 This cause came on for hearing on the petition of the plaintiff. The defendant Richard P. Holland, being in default for answer or demurrer and was submitted to the Court without the intervention of a Jury in consideration where of the Court find the allegations of the petition confessed to be true as against the defendant Richard P. Holland and the said defendant is indebted to the plaintiff in the sum of $152.75/100. It is therefore considered that the said plaintiff recover from the said defendant the sum of $152.75/100.

Attest R. McCrory clerk

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the city of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1888.

Petition. Be it therefore remembered: That heretofore, to-wit: On the
No. 5525. 10th day of April, A.D. 1888, plaintiff filed his petition, which reads in

the words and figures as follows, to-wit:

Aaron Boylan, Plaintiff.
as guardian of Josiah Reid.
-vs-
George Reid, Defendant.

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

Plaintiff says he was, on the 30th day of March, 1868, duly appointed by the Probate Court of Union County, Ohio, as guardian of the estate of Josiah Reid, an imbecile person, and thereupon duly qualified, and entered upon the discharge of his as such guardian. Plaintiff says, for cause of action herein, that his said ward, Josiah Reid, together with the said defendant, George Reid, who resides in said County of Union, are seized of an estate as tenants in common, in the following described lands and tenements, to-wit: In Survey No. 2675, and situate in the County of Union, and State of Ohio, containing by estimation Two hundred and Sixty one and one-half (261½) acres, be the same more or less. Situate on the upperside of Darby's Creek, being part of the same tract of land Lucas Sullivant deeded to Samuel Reid on the 31st day of October in the year of our Lord 1801. Bounded as follows, to-wit: Beginning at an Elm and two Red-ns on the East side of Darby's Creek, running up the Creek with the meanders N. 38° W 60 poles; N. 22° W 46 poles; N 52° W 64 poles to two hickories and a white oak; Thence N 53° E to two maples corner to Thomas Reid's land; Thence S 37° E 156 poles to a sugar tree and buckeye, corner to John Reid's land; Thence S 53° W to the place of beginning. Plaintiff further says that his said Ward has an estate of inheritance in the said premises, being the undivided one-half thereof; and that the said George Reid has an estate of inheritance in said premises, being the undivided one-half thereof. Plaintiff, therefore, desiring to hold the said interest of his said ward in severalty, prays that his said ward's said interest in said premises may be set off to him, the said ward, in severalty; and that, if the same can not be done without manifest injury, said premises be sold, or other order taken, pursuant to the the statute in such case made and provided.

Brodrick and McCampbell, Attys for Pltff.

State of Ohio,
Union County, ss } Aaron Boylan, being duly sworn, on his oath says, he is plaintiff in the forgoing action for partition; and that the facts stated, and allegations made, in his petition are, as herein believes, true.

Aaron Boylan

Subscribed and sworn to before me this 10th day of April, A.D. 1868.

R. McCorg, Clerk of Common Pleas.

Praecipe

To the Clerk of Common Pleas: Issue summons for defendant, George Reid, directed to the Sheriff of Union County, Ohio, returnable according to law, and indorse "Action in Partition."

Brodrick and McCampbell, Attys for Pltff.

Afterward, to-wit: On the 10th day of April, A.D. 1868, a summons

Summons

was issued which reads as follows, to-wit:

State of Ohio, Union County, ss.: To the sheriff of the County of Union, Greeting.

We command you to notify George Reid that he has

5525

Issued by Aaron Boylan, as Guardian &c in the Court of Common Pleas of Union County, and that unless he answer by the 12th day of May A.D 1858 the petition of said Aaron Boylan, as guardian &c. against him filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 23rd day of April, A.D. 1858.

Witness my hand and the seal of said Court, this 11th day of April, A.D 1858, at Marysville, Ohio.

Seal

R. McCrory, Clerk

Sheriff's Return

State of Ohio. Union County, ss

Recived this writ April 11th A.D 1858 at 9 o'clock A.M. And pursuant to its command, on the 20th day of April, A.D 1858, I served the same by handing a true copy of this Writ with the endorsements thereon to the within named George Reed

Sheriff's fees	$	c
Service		30
Mileage	1.	44
Copy		20
Total	$1	94

M. Hopkins, Sheriff.

Indorsed: "Action in partition"

Entry. 5525

Afterward, to-wit: On the 22nd day of May, 1858 an entry was made on the Journal by the Clerk of said Court, which reads as follows to-wit: This day came the plaintiff, and his petition thereupon coming on to be heard, the Court find that the said Aaron Boylan, is the legally appointed and duly qualified guardian of the estate of the said Josiah Reed, as alleged in his said petition; The court further find that the defendant has had due legal notice of the pendency and demand of the said petition, and that he is in default for answer and demurrer thereto; and that the said petition is thereby confessed by him to be true. Thereupon, the court further find that the said Josiah Reed is seized of, and has a legal right to the undivided one-half of the estate described in the petition, and is entitled to have partition made of said premises; That the said defendant, George Reed, is tenant in common with the said Josiah Reed, and is seized of and has a legal right to the undivided one-half of said premises And no reason appearing why petition should not be made, it is ordered, adjudged and decreed, therefore, that partition of said estate be made; and that an order issue to the Sheriff of the said County of Union, commanding him that by the oaths of Andrew S. Mowry, Joseph P Martin and Philip Coe, three judicious and disinterested free holders of the vicinity, who are hereby appointed comissioners for that purpose, he cause to be set off and divided to the said Josiah Reed and to the said defendant, George Reed, the part and proportion of the said estate to which they are, herein before, severally found entitled. And of his proceedings herein, the said Sheriff is ordered to make due return without unnecessary delay.

Brodrick and McCampbell,
Attorneys for Plaintiff.

Writ of Partition 5525.

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

We command you that without delay by the oaths of Andrew S Mowry, Joseph P Martin and Philip Coe, you cause Partition to be

made of the following discribed premises, situate in the County of Union and State aforesaid, to-wit: Sur Survey No. 2675, containing by estimation 261/2 Acres & the same more or less Situate on the upper side of Darby Creek, being part of the same tract of land Lucas Sullivant deeded to Samuel Reed on the 31st day of October 1800. Beginning at an Elm and two Red buds on the east side of Darby Creek running up the creek with the meanders N. 38° W 60 poles, N 22° W 46 poles; N 52° W 64 poles to two hickories and a white oak; Thence N. 55° E to two Maples corner to Thomas Reed's land; Thence S. 37° E 156 poles to a sugar tree and buckeye corner to John Reed's land; Thence S 53° W to the place of beginning. Among persons named herein, and in the the following proportions to-wit: To Josiah Reed, one-half part: To George Reed, One-half 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, wherein the said Aaron Boylan, as Guardian of Josiah Reed is Plaintiff, and the said George Reed is defendant; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forth-with.

Witness, my hand and the Seal of said Court of Common Pleas at the Court house in Marysville, this 22" day of May, A.D. 1888.

R. McElroy, Clerk.
By W. H. Winget, Deputy.

Sheriff's Return.

Sheriff's Fees.

Service	$ .30
Mileage	1.92
Executing Writ	1.00
Swearing Com.	1.20
Total	$4.42
Com. Fees	24.00
	$28.42

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of Andrew S. Mowry, Joseph P. Martin, and Philip Coe, causing said partition to be made, as will appear by the report of the Commissioners, hereunto returned. Given under my hand this 24" day of May, A.D. 1888. Ol Hopkins Sheriff. Per F. F. H.

Surveyed May 23" and 24", 1888.
By A. S. Mowry
Surveyor of Union Co. O.

In Partition.

Commissioner's Report 5525

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do make partition of the premises described in said writ as follows: We assign to the said George Reid as much of said premises as is discribed as follows: Situate in Union County, Ohio and part of Virginia Military Surrey No 2675. Beginning at two buckeyes and a white oak on the left bank of Big Darby Creek and corner to Jacob Schunk's land; Thence with a line of said land N 57° E 154 poles to a stone corner to Josiah Reid's land; Thence with a line of said land S 32° E 157 poles to a stone, corner to said land in the line of the Samuel Woods farm; Thence with said line S 57° 30' W. 150 poles to a stone on the left bank of said Big Darby Creek; Thence up said Creek with the meanders thereof at low water mark on the left side to the beginning containing 144 Acres be the same more or less, after excepting the cemetery as now fenced. And we assign to the said Josiah Reid so much of said premises as is described as follows: Situate in Union County, Ohio and part of Virginia Military Surrey, No 2675. Beginning at a stone at the most easterly corner of George Reids land and in the line of the Samuel Woods farm; Thence N 57° 30 E. 119 11/100 poles to a stone corner to John Swinehold's land; Thence N 32° W 158 poles to a stone corner to the Christopher Gasa farm; Thence S. 57° W. 96 11/100 poles to a stone corner to Jacob Schunk's land; Thence with a line of said land S 57° W 23 poles to a stone corner to said George Reid's land; Thence with a line of said land S 32° E 157 poles to the beginning, containing 118 Acres be the same, more or less

Given under our hands, this 24th day of May, A.D. 1858.

Andrew S. Mowry
Joseph P. Martin
Philip Coe
} Commissioners.

Fees and Costs.

Andrew S. Mowry	Commissioner	2 days	$2.00
Joseph P. Martin	"	2 days	2.00
Philip Coe	"	2 "	2.00
J. W. Lawrence	Chain Carrier	2 "	2.00
Alex Reid	" "	2 "	2.00
C. H. Reid	Marker	2 "	2.00
A. S. Mowry - Co. Surveyor		2 "	8.00
Same - for plat, Report &c.		1 "	4.00

Entry. 5525

Afterward, to wit: On the 1st day of June, 1858, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to wit: On motion to the Court by the plaintiff, and upon producing the return of the Sheriff and the report of the Commissioners, heretofore appointed herein, and the same having been examined by the Court, and found in all respects correct, and in conformity to law and the former orders of this Court, the said proceedings and report are hereby approved and confirmed. It is therefor ordered and decreed that the said parties hold in severalty, the parts and premises so set off and assigned to each respectively. And it is further ordered that the costs of this action, including a counsel fee of $ 125.22 to Brodrick and McCampbell, attorneys, for services herein taxed at $, be paid by the said parties in the following propor-

tions, to-wit: By the said Plaintiff ½ of said costs, and by the said defendant ½ of said costs.

Brodrick and McCampbell, Attorneys for Plaintiff

Attest R McConny Clerk

Pleas before the Hon. John A. Price, one of the Judges of the 3d Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 25th day of May A.D. 1887. Be it therefore remembered, that heretofore, to-wit: On the 9th day of February, A.D. 1886, plaintiff filed his petition, which reads, in the words and figures as follows, to-wit:

Petition.

Lester Clark, Plaintiff
-vs-
L. F. Carpenter, Defendant. } In the Court of Common Pleas of Union County, Ohio.

No 3473.

The plaintiff says: That this his action is founded upon a promissory note for the payment of money only of which the following is a copy:

"$350.00 Marysville, December, 24th, 1885.

"On the First day of October, 1887, I promise to pay L Emmons" or bearer, Three Hundred and Fifty Dollars, for value received, with" "6 per cent. interest from and after September 1st 1886, until due, and" "8 per cent. after due; interest to be paid annually after maturity." "And we jointly and severally hereby authorize any attorney-at-" "law, at any time after the above sum becomes due, with or with-" "out 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." "Post Office, Marysville. L. F. Carpenter."

There are no credits or indorsements on said note.

Plaintiff purchased said note before due for a full, fair and valuable consideration and he is now the legal owner and holder thereof. There is due to said plaintiff from said defendant on said note the sum of Three Hundred and Fifty Dollars, with 6 per cent. interest thereon from and after September 1st, 1886 until October 1st, 1887 and 8 per cent. interest thereon from October 1st, 1887, payable annually. Plaintiff therefore asks judgment against said defendant for said sum of Three Hundred and Fifty Dollars with 6 per cent. interest thereon from September 1st 1886 until October 1st, 1887 and 8 per cent. interest thereon from October 1st 1887.

Brodrick and McCampbell,
Attorneys for Plaintiff.

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

John M. Brodrick, being sworn makes oath that he is one of the Attorneys for said Plaintiff, duly authorized, that this action is founded upon a written instrument for the

payment of money, which instrument is now in affiants possession, and that the facts stated in the forgoing petition, are as affiant believes true.

John M. Brodrick

Sworn to by the said John M Brodrick, before me, and signed by him in my presence this Ninth day of January, 1888.

John L. Burgner, Clerk

Clerk. Issue summons to the Sheriff of Union County, Ohio, for the within named defendant, returnable according to law. Indorse: Money only. Amount claimed $350.00 @ 6% interest from September 1st 1886 until October 1st 1887 and 8% interest from October 1st 1887, payable annually.

Brodrick and McCampbell.

Attorneys for Plaintiff.

Afterward, to wit: On the 9th day of January, A.D. 1888, a summons was issued, which reads as follows, to wit:

Summons 5473.

State of Ohio, Union County, ss: To the Sheriff of the County of Union -- Greting:

We command you to notify L.F. Carpenter that he has been sued by Lester Clark in the Court of Common Pleas of Union County, and that unless he answers by the 11" day of February, A.D. 1888 the petition of said plaintiff against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 23" day of January, A.D. 1888.

Witness my hand and the seal of said Court, this 9" day of January, A.D. 1888. [Seal] John L. Burgner, Clerk.

Sheriffs Return

State of Ohio
Union County, ss } Received this Writ January 9th A.D. 1888, at 2 o'clock P.M, and pursuant to its command, on the 14" day of January, A.D. 1888, I served the same by handing a certified copy of this writ with the indorsements thereon to the within named L.F. Carpenter.

M Hopkins, Sheriff.

Sheriffs Fees		
Service - - -		30
Mileage - -		28
Copy - - -		20
Total - -	$	1.78

Indorsed: In action for money only. Amount claimed $350.00 @ 6% interest from September 1st 1886, until October 1st 1887 and 8% interest from October 1st 1887 payable annually.

Brodrick and McCampbell, Plaintiffs Attys.

Answer 5473.

The defendant, L.F. Carpenter now comes and for his answer to the plaintiffs petition says: First Defense- That he denies that plaintiff purchased said note either before or after due and denies that he paid a full, fair or any consideration therefor and denies that there is any thing due plaintiff thereon. For a Second Defense, defendant says. That said plaintiff ought not to have or maintain his said action because, while the name of said L. Emmons appears in said note as payee thereof, yet in truth and in fact, said L. Emmons was only a fictitious payee, the said note being in fact executed to said plaintiff and delivered to him through his agent as hereinafter to be stated. Said note is and was wholly without consideration and was procured from defendant under the following circumstances, to wit: During the month of December, 1885, One Isaac Willett was indebted to the plaintiff and it was agreed

and arranged between said plaintiff and said Willett that if said Willett would sell for said plaintiff thirty five bushels of wheat to be delivered after the harvest of 1886 at the sum of fifteen Dollars per bushel that said plaintiff would allow said Willett five Dollars per bushel to apply on his said indebtedness. It was then known to the plaintiff and said Willett that said wheat was not on hand to deliver then, and that plaintiff did not then own the same and that wheat was not worth over 90 cents per bushel at that time and would probably not be worth more than that price after the harvest of 1886. And in fact, wheat has not been worth over 90 cents per bushel since December, 1885. Plaintiff's wife is a cousin of Defendant and said Willett was his neighbor and they were in a position to have defendants confidence. On the day before Christmas 1885, said Willett came to the residence of defendant and with blandishment and false representations in regard to said wheat and with many bewildering figures which the defendant is unable to now remember so as to set them out prevailed upon the defendant to agree to pay $75.00 per bushel for 35 bushels of plaintiffs wheat to be delivered in September following. The said Willett then produced the note set forth in the petition and also another note for $175.00 which last note was to be Willetts commission, and defendant signed both of said notes and delivered them to said Willett who gave them over to plaintiff, the note in the petition to be plaintiffs for 35 bushels of wheat to be delivered and the other note to apply on the indebtedness of Willett to plaintiff. The defendant says that after the said Willett had left and he came from under the influence of his blandishment, he believed himself to have been victimized and swindled and some afterward went to said Willett and demanded the return of his notes but Willett put him off saying he would see about it. Defendant says that before the harvest of 1886, he went to the plaintiff and demanded his notes and notified plaintiff not to deliver said wheat and informed him the he would not pay said notes. That plaintiff then and ever since had said notes in his possession. Plaintiff never did deliver any of said wheat to defendant and defendant never accepted any wheat of plaintiff. Defendant says that said transaction was void being in violation of the act of the General Assembly of the State of Ohio, passed May 4th 1865 entitled an act to prevent gambling in grain &c. The said defendant further says that one of the artifices used by said Willett to obtain said notes was an arrangement that after the harvest of 1886, said plaintiff was to deliver said 35 bushels of wheat and defendant was to sow it in the fall of 1886, and that of the wheat to be raised from said 35 bushels and harvested in 1887, there was a certain Company in Kenton Ohio duly authorized that would sell 70 bushels of said wheat at a net sum to defendant of ten dollars per bushel. And the said Willett exhibited to defendant a pretentious paper purporting to be a bond and which contained blanks to be filled out and said Willett filled said blanks and when so completed said paper purported to be a bond that would bind said company to sell of the wheat to be raised by defendant and harvested in the year 1887, 70 bushels on or before September 1st 1887 at a net sum to defendant of ten dollars per bushel. Defendant says that said pretented bond was a fine looking paper, printed in red ink with a crimson border

and containing a large gilt Seal in which was the the legend, "Bohemian Oats and Cereal Company Kenton Ohio" and which paper was well calculated to deceive as said plaintiff and said Willett well knew. These papers had been printed in great stacks and were sold by one L. Emmons of Kenton, Ohio, to whoever would buy and for whatever he could get, and said Willett had got hold of some of them, one of which he used on the defendant to procure said note; and the same was done by the procurement of plaintiff. Said pretended bonds never had any validity and were never intended to be redeemed or fulfilled, and the one delivered to plaintiff never was fulfilled by said company. They were sold as blanks and whoever had one of them could fill in an unlimited amount. Said company was a fraud and sham. It had no treasurer and no organization, no money to redeem its pledges, save what said Emmons got from the sale of said blanks. Parties using the said blanks and procuring notes did not turn the notes over to the said Company. Said Company never received any consideration for the pretended bond left by Willett with defendant. And said company never knew of said transaction and the whole transaction was a trick and scheme as plaintiff and Willett well knew. Defendant further answering, says, that before the time had arrived for plaintiff to deliver said 35 bushels of wheat, to-wit: On the 15" day of May, 1886, the General Assembly of the State of Ohio passed an act entitled an Act to prevent the fraudulent sale of grain &c. That by the provisions of said act, all such transactions were declared void and the fulfillment of the terms of said pretended bond by any person would have been in violation of the criminal laws of the State and punishable by imprisonment in the Penitentiary, all of which the Plaintiff and said Willett well knew. After the passage of said act and before the time for plaintiff to deliver said wheat, defendant went to the plaintiff, he still having said notes and notified plaintiff that it would be impossible for him or any one to comply with the terms of said pretended bond and told plaintiff not to deliver said wheat, and demanded of plaintiff said notes, but the plaintiff refused to deliver the said notes although he had not paid any thing for them and had not delivered any wheat. Defendant says that there was no consideration for said notes; that it was procured by fraud on the part of plaintiff in the manner herein stated. Wherefore defendant prays the Court for an order that said notes may be either delivered up to defendant or that it may be cancelled by order of the Court. That defendant may have such relief in regard thereto as he may be entitled and finally go hence and recover his cost.

Cameron & Woodburn, Attorneys for Defendant.

State of Ohio Union County, ss.

L. F. Carpenter, being first duly sworn deposes and says that the facts stated in his foregoing answer are true as he verily believes.

Lewis F. Carpenter.

Sworn to before me and signed in my presence this 11" day of February, 1888.

R. McCrory, Clerk.

Motion. 5473. And now comes the said plaintiff and moves the Court to strike out of the defendant's answer herein filed, the following redundant, incompetent and irrelevant matter which tends to incumber the record herein, as

follows:
On page 1 of said answer:
Line 27 Otis Isaac Willett was indebted to the
" 28 plaintiff." On page 2 of said answer:
Line 2 To apply on his
" 3 said indebtedness. It was then known
" 4 to the plaintiff and said Willett that said
" 5 wheat was not on hand to deliver then
" 6 and that plaintiff did not then own the same
" 7 and that wheat was not worth over 90
" 8 cents per bushel at that time, and would
" 9 probably not be worth more than that
" 10 price after the harvest of 1886, and in fact
" 11 wheat has not been worth over 90 cents
" 12 per bushel since December 1885.
" 13 Plaintiff's wife is a cousin of Defendant
" 14 and said Willett was his neighbor and they
" 15 were in a position to have defendant's confidence,
" 18 blandishments,
" 19 and with
" 20 many bewildering figures which the
" 21 defendant is unable to now remember so
" 22 as to set them out."
" 27 and also
" 28 another note for $175.00, which last note
" 29 was to be Willets commission.
" 30 both
" 34 and"
On page 3 of said Answer.
Line 1 the other note to apply on the indebtedness of
" 2 Willett to the plaintiff."
" 3 after the
" 4 said Willett had left and he came
" 5 from under the influence of his blandish-
" 6 -ments he believed himself to have been
" 7 victimized and swindled."
" 21 Defendant says that said transaction
" 22 was void, being in violation of the act
" 23 of the General Assembly of the State of Ohio,
" 24 passed May 4, 1885, entitled, an act to
" 25 prevent gambling in grain &c."
On page 4 of said answer
Line 7 pretensions."
" 17 Defendant says that said pretended
" 18 bond was a fibre looking paper printed
" 19 in red ink with a crimson border
" 20 and containing a large gilt seal in
" 21 which was the legend "Bohemian

Line 22 Oats and Feed Company. Kenton
" 23 Ohio," and which paper was well
" 24 calculated to decive, as said
" 25 plaintiff and said Willett well
" 26 knew." Thier papers had been printed
" 27 in great stacks and were sold by me
" 28 & Emmons of Kenton, Ohio, to whome would
" 29 buy and for whatever he could get
" 30 and said Willett had got hold of some
" 31 of them and of which he used on the
" 32 defendant to procure said note and
" 33 the same was done by the procurement
" 34 of plaintiff."

On page 5 of said Answer.

Line 6 Said company was a fraud and
" 7 sham
" 13 Said company never received any
" 14 consideration for the pretended bond left by
" 15 Willett with defendants." And said
" 16 Company never knew of said transaction
" 17 and the whole transaction was a trick
" 18 and scheme as plaintiff and Willett
" 19 well knew."
" 20 Defendant further answering says
" 21 that before the time had arrived
" 22 for plaintiff to deliver said 35 buchels
" 23 of wheat, to-wit: on the 15 day of May
" 24 1906. the General Assembly of the State
" 25 of Ohio passed an act entitled an
" 26 "Act to prevent the fraudulent sale of grain &c
" 27 That by the provisions of said act all
" 28 such transactions were declared void
" 29 and the fulfillment of the terms of said
" 30 pretended bond by any
" 31 person would have been in violation
" 32 of the Criminal laws of the state and
" 33 punishable by imprisonment in the

On page 6 of said Answer.

Line 1 penitentiary, all of which the plaintiff and
" 2 said Willett well knew."
" 3 After the passage of said Act and before
" 4 the time for plaintiff to deliver said
" 5 wheat defendant went to the plaintiff
" 6 he still having said notes and notified
" 7 plaintiff that it would be impossible
" 8 for him or any one to comply with
" 9 the terms of said pretended bond and
" 10 told plaintiff not to deliver said wheat

Entry 5473

Reply 5473.

Entry 5473

Line 11 and demanded of plaintiff said notes
" 12 but the plaintiff refused to deliver up
" 13 said notes although he had not paid
" 14 anything for them and had not
" 15 directed any what

Brodrick & McCampbell, Attorneys for Plaintiff.

Entry. 5473

Afterward, to-wit: On the 20th day of March, 1858, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit: This day this cause came on for hearing on the application and motion of the Plaintiff for a continuance, and the same was argued by counsel and submitted to the Court. On consideration whereof, the court do sustain said motion. Thereupon said cause is continued to the next term hereof with leave to the plaintiff to reply within twenty days from this date.

Brodrick and McCampbell for Plaintiff

Reply 5473.

And now comes the said plaintiff and for reply to the second defense in defendant's answer herein filed, says: That he admits that said Willett was indebted to plaintiff during the month of December, 1857, and that plaintiff's wife is a cousin of said defendant, and plaintiff denies each and every other allegation in said second defense in said answer contained.

Brodrick and McCampbell
Attorneys for Plaintiff

State of Ohio, Union County, ss.

Lester Clark, the above named plaintiff, being sworn, makes oath that the facts stated in the foregoing reply, are, as affiant believes, true.

Lester Clark.

Sworn to by said Lester Clark before me and signed by him in my presence this Thirtieth day of March, A.D. 1858.

R.M. Cory, Clerk.

Entry. 5473

Afterward, to-wit: On the 1st day of June, 1858, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit: This day came the plaintiff and asked leave of the Court to dismiss this action without prejudice to a new action, and the same was argued by counsel and submitted to the court. On consideration whereof the court dismiss this action without prejudice to a new action herein, and the cost of the plaintiff. It is therefore adjudged by the court that the defendant recover of plaintiff his costs herein expended, taxed to $

Brodrick and McCampbell, for Plaintiff.
Cameron and Woodburn, for Defendant.

Attest R.M. Cory clerk.

Petition

Plea before the Hon. John A. Price, one of the judges of the 3rd Sub-division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held in the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered, that heretofore, to-wit: On the 21st day of May, A.D. 1888, plaintiff filed his petition, which reads in the words and figures as follow, to-wit:

No. 5556

State of Ohio, Union County, ss.

A. J. Hobert, Plaintiff

-vs-

O. McCampbell
John T. McCullough
A. K. McCampbell, Defendants.

In the Court of Common Pleas

A. J. Hobert, the above named plaintiff says that there is due to him from O. McCampbell, J. T. McCullough and A. K. McCampbell, Defendants, on a promissory note, made by the defendants, O. McCampbell, John T. McCullough and A. K. McCampbell, dated the 21st day April, A.D. 1887, which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of Sixteen Hundred and Thirty-six Dollars, with interest thereon at 8 per cent. from the 21st day of April 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 defendant, for the sum of Sixteen Hundred and Thirty-six Dollars, with interest at 8 per cent. from the 21st day of April, A.D. 1887.

P. B. Cole and Son, Attorneys for Pltff.

State of Ohio, Union County, ss. } A. J. Hobert, 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

A. J. Hobert.

Subscribed by A. J. Hobert in my presence, and sworn to by him before me, this 19th day of May, A.D. 1888.

{seal}

R. McCrory, Clerk.

Answer

5556

Entry

5556.

Petition

No. 5507.

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Plain City, Ohio, April 21st, 1887.

One year after date, as principal debtors, we jointly and severally promise to pay to A. J. Hobert, or order, at Plain City Bank, Plain City, Ohio, Sixteen Hundred and Thirty six Dollars, for value received, with 8 % interest from date. And we hereby dispense with the demand of payment of this note, and authorize any Attorney-at-law to appear for us or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note, with 8 per cent. interest payable annually after the same shall become due, and if the interest be not paid annually to become as principal, and bear the same rate of interest, together with costs of suits, and release all errors and waive all right of Appeal in this behalf.

Witness our hands and seals this 21st day of April, 1887.

O. McCampbell {seal}
John T. McCullough {seal}
A. K. McCampbell {seal}

Answer
5536

O. M. Campbell, John T. McCullough and A. M. Campbell, the above named defendants, by the undersigned J. M. Kennedy, Attorney, and waive 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 being described in plaintiff's petition, and against the above named defendants, for the sum of Seventeen Hundred and Seventy eight Dollars and 65 cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action and all errors are hereby released, and defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

May 21st A. D. 1888.

J. M. Kennedy, Attorney for Defendants

Entry
5536.

Afterward, to-wit: On the 21st day of May, 1888, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

This day came the plaintiff by P. B. Cole, Attorneys, and thereupon came J. M. Kennedy one of the Attorneys of Record of this court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of $1778.65/100. It is therefore considered that said Plaintiff do recover of said defendant the said sum of $1778.65/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released and all right of appeal, and all right to file a petition in error are waived

Attest R. M. Cowry Clerk.

Petition
No. 5507.

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub-division of the 10th Judicial District of the State of Ohio at a term thereof begun and held in the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, A. D. 1888. Be it therefore remembered, that heretofore, to-wit: On the 15th day of March, A. D. 1888, plaintiff filed his petition, which reads, in the words and figures as follows, to-wit:

Lydia A. Scott, Plaintiff
—vs.—
John H. Scott, Defendant.

In the Court of Common Pleas
Union County, Ohio.

The petitioner says that she has been a resident of the State of Ohio for more than a year last past and is now a bonafide resident of Union County, Ohio. That on the 21st day of November, 1873, at the County of Clark and State of Ohio, she was lawfully married to the defendant, whom she desires should be made a party hereto. She further says that she has always conducted herself as a faithful and obedient wife toward him, yet he disregarding his marital duties, has been guilty of gross neglect for more than three years last past and has abandoned her and left her without any means of support whatever. She therefore prays that upon the final hear-

ing of this petition, she be divorced from said defendant and that she be restored to her maiden name of Lydia A. Alexander and for all proper relief in the premises.

J. M. Kennedy Attorney for Plaintiff.

Affidavit for Publication. 5507

Lydia A Scott, being duly sworn, says that the residence or whereabouts of the above named defendant, is to her unknown and has been for more than a year last past. That he wrote her a letter when he went away that he did not know where he was going and said she need not answer as he would not get it. She therefore says this is one of the cases enumerated by the statute and asks that service be made by publication.

Attest J. M. Kennedy. Lydia A. Scott. x her mark.

Sworn to and subscribed by the said Lydia A. Scott before me this the 3rd day of March, A.D. 1888.

Seal A. H. Kollefrath, Notary Public.

Legal Notice. 5507.

John W. Scott, whose place of residence is unknown to the plaintiff, will take notice that on the 6th day of March, A.D. 1888, the plaintiff, Lydia Scott, filed her petition in Union County, Ohio, Court of Common Pleas, case No. 5507, charging said defendant with gross neglect of duty. The object and prayer of said petition is for divorce. Unless said defendant answer by the 21st day of April A.D. 1888, said petition will be held true and decree taken accordingly.

J. M. Kennedy, Attorney for Plaintiff.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six weeks in the "Marysville Journal", a newspaper of general circulation in the County of Union, the first publication beginning with March 15th 1888.

$2.50 fpainter. A. J. Hare

Sworn to and subscribed before me, this 6th day of June, 1888.

R. M. Crary, Clerk.

Entry. 5507

Afterward, to wit: On the 4th day of June, 1888, an entry was made on the journal by the Clerk of said Court, which reads as follows, to wit: This day this cause came on for hearing on the petition of the plaintiff, the defendant being in default for answer and the Court being fully advised in the premises do find, that the defendant has been guilty of gross neglect of duty as charged in the petition and that due notice of this petition had been given. That the plaintiff has been a resident of the State of Ohio and is now a resident of Union County, Ohio, and that the parties were married as stated in the petition. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between said Lydia A. Scott and John Scott be and the same is hereby dissolved and both parties are released from the obligations thereof and that the plaintiff be restored to her maiden name of Lydia A Alexander

Attest R. M. Crary clerk

Petition No. 5506

Be it remembered, that heretofore to-wit: On the 5th day of March, A.D. 1888, plaintiff filed his petition, which reads in the words and figures, as follows, to-wit:

John McKeever, Plaintiff
—vs—
Martha McKeever Defendant

In the Court of Common Pleas
Union County, Ohio.

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Affidavit for Publication 5506

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Legal Notice 5506.

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Entry. 5506.

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Plaintiff says that he has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of Union County, Ohio. Plaintiff says that on the first day of August, A.D. 1866, at Mechanicsburg, Ohio, he was married to the defendant Martha Ann Manning. Plaintiff says that he has always treated his wife with due kindness and furnished her ample support but she disregarding her marital duties, has been wilfully absent from the plaintiff for more than three years last past, wholly neglecting him and their family. Plaintiff says that as the fruits of said marriage there was born to them the following children: Julitta McKeever, 11 years last, Lucy McKeever 15 years last, Maude McKeever, 13 years last, Laurence McKeever, 9 years last. Plaintiff prays that upon the final hearing of this petition, that he be divorced from the defendant and that he have the custody of Maude McKeever and Laurence McKeever and full control over their education, and for all proper relief in the premises.

J. McKennedy, Attorney for Plaintiff.

Affidavit for Publication

5506.

Plaintiff, John McKeever, being duly sworn says that the residence and whereabouts of the defendant Martha McKeever, is to the plaintiff wholly unknown, and he is unable to find with reasonable diligence and he asks that proof by publication be made the same being of the cases provided by statute.

John McKeever

Sworn to by the said John McKeever, before me this 3rd day of March A.D. 1888.

Seal

A. H. Kollgrath, Notary Public.

Legal Notice.

5506.

Martha McKeever, whose place of residence is unknown to the plaintiff, will take notice that on the 6th day of March, A.D. 1888 the plaintiff, John McKeever, filed his petition in Union County Court of Common Pleas, Case No. 5506 charging wilful absence and gross neglect on the part of the defendant for more than three years last past. The object and prayer of said petition is for divorce, and custody and care of minor children, unless she answer by the 25th day of April, A.D. 1888, a decree will be taken accordingly.

J. McKennedy, Attorney for Plaintiff.

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 "Journal" a newspaper of general circulation in the County of Union, the first publication beginning with March 15, 1887.

Sworn to and subscribed before me, this 6th day of June, 1888.

$2.50

R. McElroy, Clerk.

Entry.

5506.

Afterward to wit: On the 4th day of June, A.D. 1888, an entry was made on the Journal by the Clerk of said Court, which reads as follows to wit: This day this cause came on for hearing on the petition of the plaintiff, the defendant being in default for answer and the Court being fully advised in the premises do find as follows: 1st That the plaintiff at the time of filing his petition, had been a resident of the State of Ohio for more than three years last past and was at the time of the filing of this petition a bona fide resident of said county of Union. 2nd The Court further find that the defendant had been guilty of wilful absence for more than three

years last past. It is further ordered and adjudged that by the Court that the marriage contract heretofore existing between said John McKeever and Martha McKeever be dissolved and each party released from the obligations thereof and that said plaintiff have the custody and control of their minor children

Attest R. McElroy Clerk.

Petition.

No. 5350

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub-division of the 10th Judicial District of the State of Ohio, at a Term thereof begun and held at the Court House in the city of Marysville, Union County, Ohio, on the 29th day of October A.D. 1887. Be it therefore remembered that heretofore to-wit: On the 11th day of July, A.D. 1887, plaintiff filed his petition, which reads, in the words and figures as follows, to-wit:

Benjamin H. Warder, Trustee of Mary P. Warder, Plaintiff.
-vs-
Bourgis Green and Elizabeth A. Green, Defendants

In the Court of Common Pleas
Union County, Ohio.

And now comes the said Benjamin H. Warder, as trustee of the said Mary P. Warder, and for cause of action herein against the said defendants, says: that heretofore, to-wit: On the 15th day of March 1883, the said defendant Bourgis Green, executed and delivered to said plaintiff, his 6 promissory notes of the date of March 15th aforesaid, the 1st for the sum of $95.00 due January 1st, 1884, the 2nd, 3rd, 4th & 5th, each for the sum of $120.00, due respectively on 1st days of January 1885, 1886, 1887, & 888, and the 6th for the sum of $1500, due on the said 1st day of January 1888, and each of said notes bore interest after maturity at 8 per cent. That to secure the payment of the said notes the said defendants executed and delivered to plaintiff their mortgage deed of that date and thereby conveyed to plaintiff in fee simple the following described premises, situated in the County of Union, and State of Ohio, and in the township of Leesburg, and in Surry No. 13592, and bounded and described as follows, viz.: Beginning at an elm southwest corner to lands owned by George Culp; Thence S. 81° W. 80 poles to the centre of the Dover and Pharisburg Road; Thence N. 9° W. 115 poles to a stake in the line of Surry No. 3694; Thence with said line S. 82° E. 82 poles to the northwest corner of lands owned by George Culp; Thence south with said line of Culp 9° E. 100 poles to the place of beginning, containing 51½ acres more or less. That said mortgage had a condition therein written, as follows:

"And it is further expressly provided and agreed between the said parties hereto "that in the event that default be made by the said maker of the several promissory notes above mentioned in the payment of any of said notes or any part "thereof when the same respectively shall become due that then all of said several promissory notes shall immediately become due and this mortgage shall "become absolute and subject to foreclosure."

That on the 22nd day of March, 1883 the said mortgage was left with the Recorder of Union County, Ohio for record, and was afterward recorded in Book 18 on Page 624 of the Records of Mortgages of said Union County. Said plaintiff further says that the notes due January 1st, 1884 & January 1st, 1885 have been paid, that

2 Summons 5351

Sheriff's Returns.

Service -
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To

the note due January 1st, 1886, has not been paid, except that there was paid on it, on the 4th day of December, 1886, the sum of $100, and that the note due January 1st, 1887, has not been paid or any part thereof. The said plaintiff says that the conditions of said mortgage have been broken and the same has become absolute and subject to foreclosure, and that there is now due to the plaintiff from the said defendant Boanergis Green the sum of $25.80 with 8 per cent interest thereon from the 4th day of December, 1886, the sum of $120.00 with 8 per cent interest thereon from the 1st day of January, 1887, and $1500.00 with 8 per cent interest thereon from the 1st day of January, 1887. Therefore plaintiff prays that unless the defendants pay or cause to be paid 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 Sheriff, 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.

T. B. Fulton, Attorney for Plaintiff.

State of Ohio, Union County, ss.

T. B. Fulton, being first duly sworn according to law, says that he is the attorney of the plaintiff duly authorized in the premises; That the plaintiff 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 petition to be true.

T. B Fulton.

Sworn to before me and subscribed in my presence by the said T. B. Fulton this 9th day of July, 1887.

W. W. Merchant, Notary Public.

I am security for costs. T. B Fulton.

To the Clerk: Issue Summons for defendants to Sheriff of Union County Ohio, returnable according to law. Indorse, suit to foreclose mortgage.

T. B. Fulton, Attorney for Plaintiff

Afterward, to-wit: On the 11th day of July, A. D. 1887, a summons was issued which reads as follows, to-wit:

Summons 2

5351

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

We command you to notify Boanergis Green and Elizabeth A. Green that they have been sued by Benjamin H. Harder, in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of August, A. D. 1887 the petition of said plaintiff's against them filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 25th day of July, A. D. 1887.

Witness my hand and the seal of said Court, this 11th day of July, A. D. 1887.

Seal

John D. Burgner, Clerk.

Sheriff's Return

Sheriff's Fees.		
	$	¢
Service - - - - -		45
Mileage - - -	1.	76
Copy - - - - -		40
Total - -	$ 2.	61

State of Ohio, Union County, ss.

Received this Writ July 11th, A. D. 1887, at 2 o'clock P. M, and pursuant to its command, on the 15th day of July, A. D. 1887, I served the same by handing a true copy of this writ with the endorsements thereon to the within

named defendants.

M. Hopkins, Sheriff

Indorsed: In action for foreclosure of mortgage.

T. B. Fulton, Plaintiff's Attorney.

Afterward to-wit: On the 1st day of November, 1887, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

Entry 5350

And now comes the said Benjamin H. Harder by T. B. Fulton, his attorney, and the said Boanerges Green and Elizabeth A. Green, 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 Boanerges Green on the notes and mortgage in the petition mentioned and set forth, interest being computed to the 1st day of this term, the sum of Seventeen Hundred twenty-five dollars, and forty-eight 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 Seventeen Hundred twenty-five dollars, and forty-eight 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 Boanerges Green fail for three days from this date, to pay to the said plaintiff the said sum of Seventeen Hundred twenty-five dollars, and forty-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.

Order of Sale Nov. 5th 1887 Page 572

T. B. Fulton, Attorney for Plaintiff.

Order of Sale 5350

State of Ohio, 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 1st day of November, 1887, Benjamin H. Harder, Trustee of Mary P. Harder, obtained a judgment or decree against Boanerges Green, for the sum of Seventeen Hundred and twenty-five and 48/100 Dollars, costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Boanerges Green, shall within three days from the first day of November, A.D. 1887, pay unto the said B. H. Harder, the said sum of Seventeen hundred and twenty-five and 48/100 Dollars, with interest from the 14th day of October, 1887, at the rate of 8% per annum, 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 procud 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 three days aforesaid, have fully expired, and the said sum of $1725 48 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 5th day of November, A.D. 1887, the following lands and tenements were appraised, advertised and offered for sale, to-wit:

Situated in the township of Lousburg, County of Union, and state of Ohio, bounded

Sheriff's Return.

Sheriff's Sale 5350

and described as follows: Being in Survey No. 13592, Beginning at an Elm S.W. Corner of lands owned by George Culp; Thence S. 81° W. 80 poles to the centre of the Dover, and Pharisburg Road; Thence N. 9° W. 115 poles to a stake in the line of Survey No 3694; Thence with said line South 82° E. 82 poles to the N. W. Corner of lands owned by George Culp; Thence South with said line of Culps 9° E. 100 poles to the place of beginning, containing 51½ Acres, more or less. And whereas, no sale was had under said Order, we therefore command you, that you proceed without delay to advertise and sell according to the statute regulating judgments and executions at law. The said premises above described under the appraisement had under the said former order of sale, to wit: $53.00 per Acre, and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof.

Witness my Hand and seal of said Court, at Marysville, this 11 day of February A.D. 1888.

Seal

R. McCoy, Clerk.

State of Ohio, Union County, s.s.

Sheriff's Return.

Sheriff's Fees		
	$	¢
Notice to Printer		30
Affidavit of Printer		30
Writing Notice		30
Total		90
Printer's Fees	12.	00
	$12	90

In obedience to the command of the order of sale hereto annexed, I did on the 15th day of February, 1888 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 17th day of March, A.D. 1888, at 1 o'clock, P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to-wit: 5 consecutive weeks; and in pursuance to said notice I did, on said 17th day of March, A.D. 1888, at the time and place above mentioned, procud to offer said lands and tenements at public sale at the door of said Court House, not sold for want of a bidder.

M. Hopkins, Sheriff

Court Common Pleas, Union County, Ohio.

Sheriff's Sale.

5350

B.F. Marder, Trustee &c.
—vs—
Boanerges Grim, 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, December 10th, 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 Dunbury, county of Union, and state of Ohio, and bounded and described as follows: Being in survey No. 13592. Beginning at an elm southwest corner of lands owned by George Culp; Thence South 81° West 80 poles to the centre of the Dover and Pharisburg Road, Thence North 9° West 115 poles to a stake in the line of Survey No. 3694; Thence with said line South 82° East 82 poles to the northwest corner of lands owned by George Culp; Thence South with said line of Culp 9° East 100 poles to the place of beginning containing 51½ acres, more or less. Appraised at $53.00 per acre.

Terms of Sale, Cash.

Marion Hopkins Sheriff of Union County, O.

T.B. Fulton, Attorney.

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 9th 1887.

W C Shearer

Sworn to and subscribed before me, this 4th day of January 1888.

John L. Burgner, Clerk.

Court of Common Pleas, Union County, Ohio.

Sheriff's Sale. B. H. Harder Trustee &c. -vs- Bowerges Grun, et al. } Alias Order of Sale.

5350

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, March 17th 1888, 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 Dunbury county of Union, and State of Ohio, and bounded and described as follows: Being in Survey No 13592. Beginning at an elm south west corner of lands owned by George Culp; Thence South 81° West 80 poles to the centre of the Scott and Pharisburg road; Thence North 9° West 115 poles to a stake in the line of survey No. 3694; Thence with said line South 82° East 82 poles to the north west corner of lands owned by George Culp; Thence South with said line of Culp 9° East 100 poles to the place of beginning, containing 51½ acres, more or less.

Appraised at $53.00 per acre. Marion Hopkins, Sheriff of Union County, O.
Terms of Sale, Cash. T. B. Fulton, Attorney.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with February, 15th 1888

W. C. Shearer.

Sworn to and subscribed before me, this 29th day of May, 1888.

R. McElroy, Clerk.

Entry. 5350 Afterward, to-wit: On the 6th day of April, 1888, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit: This cause came on for hearing on motion to set aside the appraisement of the real estate levied on in this action and on consideration thereof and good cause shown, it is ordered that the said appraisement be and it hereby is set aside; and it is ordered that a new appraisement of the same be made.

Motion to confirm. Plaintiff moves that the sale heretofore made be confirmed.

Cole and Bales, Attys for Pltff.

Entry. 5350 Afterward, to-wit: On the 7th day of June, 1888, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit: 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 B H Warder 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. 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 $1339, it is ordered that the Sheriff out of the money in his hands pay: 1st to the treasurer of this (Union) County the taxes, penalty and interest against said property to-wit: the sum of ($61.81) Sixty-one and 81/100 dollars. Secondly, the costs of this action taxed at ($81.14) Eighty-one and 14/100 dollars. Thirdly, to the plaintiff the residue of said money amounting to $1197.05 to be applied as a credit upon his judgment against said defendant. And there still remaining due to the said B. H Warder as trustee for said Mary P. Warder the sum of $443.27. It is considered that he recover the same from the defendant Boanerges Green and execution is awarded therefor.

Order of Sale. 5350

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

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 1st day of November, A.D. 1887, in the cause of Benjamin H Warder, Trustee of Mary P. Warder, plaintiff, and Boanerges Green and Wife, defendant, said B H Warder as Trustee &c. obtained a judgment or decree against the said Boanerges Green & Wife for the sum of Seventeen Hundred and twenty-five and 48/100 Dollars and ____ Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Boanerges Green shall within three days from the 1st day of November, A.D. 1887, pay unto the said B. H Warder the said sum of Seventeen hundred and twenty-five and 48/100 Dollars with interest from 14th day of October, 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 plaintiff's petition, &c.: And whereas, the three days aforesaid have fully expired and the said sum of $1725 48/100 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed and appraise, advertise and sell, as aforesaid the following lands and tenements, to-wit: Situated in township of Leesburg, County of Union and State of Ohio, bounded and described as follows: Being in Survey No. 13592. Beginning at an Elm Southwest corner to lands owned by George Culp; Thence S. 81° W. 80 poles to the center of the Dover and Pharisburg road; Thence N. 9° W. 115 poles to a stake in the line of Survey No. 3694; Thence with said line South 82° E 82 poles to the Northwest corner of lands owned by George Culp; Thence South with said Culp's line 9° E 100 poles to the place of beginning, containing 51 ½ 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 procedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio this 14th day of April, A.D. 1888.

Seal

R. McCoy, Clerk

Sheriff's Return

State of Ohio
Union County, ss.

In obedience to the command of the Order of Sale, hereto annexed, I did on the 16th day of April, 1888, summon J. B. Whelpley, E. L. Price and G. M. Court, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 16th day of April, A.D. 1888, said appraisers returned to me, under their hands and seals, and they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Thirty-eight dollars per acre. A certified copy of said appraisal, I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 18th day of April 1888, 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 19th day of May, A.D. 1888, at 1 o'clock, P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did on said 19th day of May, A.D. 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came B. H. Warder, who bid for the same the sum of Twenty-six Dollars per acre, and said sum being more than two thirds of the appraised value thereof, and said B. H. Warder, 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-six Dollars per acre.

Sheriff's Fees.		
Service		30
Summoning Appraisers,		
Swearing Appraisers,	1.	20
Conveying Appraisers,	1.	50
Writing Appraisal,		30
Copy of Appraisal,		30
Notice to Printer,		30
Affidavit of Printer,		30
Mileage,	1.	60
Return,		25
Total,	$6.	05
Appraisers' Fees,	3.	00
Printers' Fees,	12.	00

M. Hopkins, Sheriff.
Per F. L. St.

Sheriff's Sale

Court of Common Pleas, Union County, Ohio

B. H. Warder, Trustee &c.
-vs-
Boanerges Green, et al } Alias 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, Marysville, Ohio, on Saturday, May 19th, 1888, Situated in the Township of Leesburg, County of Union, and State of Ohio, and bounded and described as follows: Being in Survey No. 13592. Beginning at an elm southwest corner of lands owned by George Culp; Thence south 81° West 80 poles to the centre of the Dover and Pharisburg road; Thence North 9° West 115 poles to a stake in the line of survey No. 3694; Thence with said line South 82° East 82 poles to the northwest corner of lands owned by George Culp; Thence South with said line of Culp 9° East 100 poles to the place of beginning.

Petition. No. 5518.

10th Judicial Court Ho
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containing 51½ Acres, more or less.
Appraised at $38.00 per Acre. Marion Hopkins, Sheriff of Union County.
Terms of Sale, Cash. Cole & Balis, Attorneys.

State of Ohio,
Union County, ss. } The undersigned, being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with April 18th 1888.

Sworn to and subscribed before me, this 29th day of May, 1888.
R. McElroy, Clerk.
Attest R McElroy Clerk

Pleas before the Hon John A Bruce, one of the Judges of the 3d Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, 1888.
Petition. Be it therefore remembered, that heretofore, to-wit: On the 28th day of March, A.D. 1888 plaintiff filed his petition, which reads in the words and figures as follows, to-wit:
No. 5518.

Henry H Marriott, Plaintiff.
-vs-
Anna Grindell, Defendant. } In the Court of Common Pleas
Union County, Ohio.

The plaintiff Henry H Marriott says that about the year 1852, he purchased of Thomas T. Grindell, the following described tract of land: Situate in Union County and State of Ohio. Beginning at the S E corner of land once owned by Lobias Robertson at two beeches; Thence N. 18° W. 170 poles a stone; Thence S. 72 W. 70 poles; Thence S 18° E 170 poles; Thence N. 72° E 70 poles to place of beginning containing seventy-five acres of land more or less, being a part of Virginia Military Survey No 7009, on the waters of Ful... Creek, in Claibome Township.
And is now the legal owner and possessor thereof. That said Thomas T. Grindell had previously purchased of D. C Grindell, Oliver B Grindell and Charles S Grindell, their certain interest in said land, which descended to them as heirs at law of a deceased sister who had died having an interest in said lands which accrued to her heirs after the death of her father Sylvester Grindell, and without children, and intestate, leaving the said brothers her heirs at law. That said David C. Grindell, in pursuance of said purchase of said Thomas T Grindell, and by reason of the sale of said premises by said Thos. T. Grindell to the plaintiff, executed his deed of conveyance of his interest in said premises to the plaintiff, and the said Charles S Grindell has recently conveyed his interest therein to the plaintiff. And the said Oliver B Grindell who died December 4th 1885 without issue, and intestate, had in consideration of a valuable and sufficient payment made to him by said Thos. T. Grindell agreed and promised to execute to said plaintiff, a conveyance of his said interest in said premises. This agreement had been made and said payment made while said Oliver was a minor, but he had come of age about the 15th of October 1885, and had ratified and acknowledged his said agreement to convey

said interest in said premises to the plaintiff, and had promised to do so after arriving at the age of 21 years; but before he had done so, he was suddenly killed on the 4th of December, 1885 as aforesaid. Plaintiff says that in pursuance of said agreement if said Oliver B Grindell to convey his interest in said premises to the plaintiff, and on account of not having so conveyed during his life time, the Thomas J Grindell, Charles S Grindell, John W. Grindell and Lucinda Rud and Emma E, then brothers and sisters of the deceased Oliver B. Grindell, have recently conveyed all their title and interest in said premises, to the plaintiff, as heirs of said Oliver B. Grindell. But plaintiff says the said David C Grindell, one of the said brothers of Oliver B. Grindell died, leaving as his heir, the defendant Anna Grindell, a minor, who by the death of her father, the said David C. Grindell, and by the death of the said Oliver B. Grindell, becomes entitled, as an heir at law of the said Oliver B. Grindell, to an interest in said premises, Adverse to the title of the plaintiff, wherefore plaintiff prays that said defendant Anna Grindell may be brought into Court, and in consideration of the said agreement of the said Oliver B Grindell deceased as aforesaid, to convey to the plaintiff all his title, and interest in said premises.

Plaintiff asks the Court to decree, that the said interest of the said defendant in said premises, be conveyed to the plaintiff and that said decree act as a conveyance and for necessary further relief.

P. R. Kerr, Attorney for Plaintiff.

State of Ohio, Union County, ss.

Before me Robert McElroy, Clerk of said Court, personally came the plaintiff Henry N Marriott, who being sworn says the facts stated in the foregoing petition are true as he believes.

Henry N. Marriott.

Sworn to before me and subscribed in my presence this 28th day of March, 1888.

R. McElroy, Clerk.

To the Clerk: Issue summons for Defendant, who is a minor living with her mother Lizzie McGrindell. Indorse: In action to grant title to certain lands.

P. R. Kerr, Attorney for Plaintiff.

State of Ohio, Union County, ss.

Affidavit of Thomas J. Grindell 5518

Thomas J. Grindell, being sworn says he purchased of his brother, Oliver B. Grindell in 1882, his entire interest in the one-half of the 75 acres of land, owned by our sister, who died previous to that time, and fully joined him therefor. And afterwards sold the same premises to H. N. Marriott, and the said Oliver B. Grindell, who was then a minor, agreed to execute to said H. N. Marriott a quit claim deed for the same as soon as he came of age, which agreement he fully ratified and acknowledged in my presence after he came to his majority. But before he had done so, he was suddenly killed, December 4th, 1885. That all of the heirs of the said Oliver B Grindell have quit claimed their interest in said land except the defendant herein, Anna Grindell who is a minor of about 5 years of age.

Thomas J. Grindell

Sworn to before me and subscribed in my presence this 1st day of June, 1888.

J. D. Jolliff, Notary Public.

Summons 5518. was issu... The Sh...

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Sheriff's Return. pursua...

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Entry 5518. on the ... This da... the app... And th... additem...

Answer 5518 additem... tiff, say... and th... and su...

Entry 5518. on the ... The... the pla... fault by...

Afterward to wit: On the 28th day of March, A.D. 1888, a summons

Summons 5518. was issued, which reads as follows, to wit:

The State of Ohio, County, ss:

To the Sheriff of the County of Greeting:

We command you to notify Ama Grindell a minor, living with her mother Lizzie M. Grindell, that she has been sued by Henry H. Merriott, in the Court of Common Pleas, of Union County, and that unless she answer by the 28th day of April, A.D. 1888 the petition of said Henry H. Merriott against her filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 9th day of April, A.D. 1888.

Witness my hand, and the seal of said Court, this 28th day of March, A.D. 1888.

Seal. R. McCrory, Clerk.

State of Ohio,
Union County, ss.

Sheriff's Return. Received this Writ March 28th A.D. 1888, at 1 o'clock, P.M. and pursuant to its command, on the 6th day of April, A.D. 1888, I served the same by handing a true copy of this Writ with the endorsements thereon to Ama Grindell and also a copy of the same to her mother Lizzie M. Grindell.

Sheriff's Fees.		
Service,		45
Mileage,	2	40
Cop,		40
Total,	$3	25

H. Hopkins, Sheriff.
Per H.

Indorsed: In action for to quiet title.
Gardiner, Plaintiff's Attorney

Afterward, to-wit: On the 1st day of June, 1888, an entry was made

Entry 5518. on the Journal by the Clerk of said Court, which reads as follows, to-wit:

This day this cause came on to be heard upon motion of the plaintiff for the appointment of a Guardian adlitem for the Defendant, an infant. And the Court thereupon appointed J. D. Porter as such Guardian adlitem with leave to answer by June 2nd 1888.

C. R. Kerr.

Answer. 5518 And now comes the Defendant by J. D. Porter, her guardian adlitem, appointed by the Court, and for answer to the petition of the plaintiff, says she has no knowledge of the matters set forth in said petition, and therefore denies each and every allegation therein contained, and submits to the judgment of the Court.

John D. Porter, Guardian Adlitem
of the deft Ama Grindell.

Afterward to-wit: On the 1st day of June, 1888, an entry was made

Entry. 5518. on the Journal by the Clerk of said Court which reads as follows, to-wit:

This day this cause came on to be heard upon the petition of the plaintiff and the answer of the Defendant Ama Grindell, an infant by John D. Porter, Guardian adlitem, appointed by the Court and

the proofs and exhibits of the Plaintiff, and the Court being fully advised in the premises, finds the allegations of the petition to be true. And that the plaintiff is entitled to decree as prayed for in his petition against the defendant. Wherefore it is ordered and adjudged by the Court that whereas the said defendant, Ama Grindell is an infant and disqualified thereby from making a lawful conveyance by deed. It is ordered by the Court that this decree shall operate as a full and complete conveyance of defendants interest in said lands to the plaintiff, and that the plaintiff pay the costs in this action.

P. R. Kerr, Attorney for Plaintiff.

Attest R. M. Curry clerk

Petition. Pleas before the Hon. John A. Price, one of the Judges of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the Town of Marysville, Union County Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered that

No. 5476. heretofore to-wit: On the 14th day of June, A.D. 1888, plaintiff filed his petition, which reads, in the words and figures as follows, to-wit:

Catherine M. Pursol, Plaintiff

-vs-

Evan Pursol, Defendant as executor of the will of John Pursol deceased.

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

The plaintiff says: That on or about the 3rd day of October, 1886, one John Pursol departed this life and on or about the ____ day of ____ 1886 said Evan Pursol was duly appointed and qualified as his executor by the Probate Court of said County of Union. That this plaintiff performed work and labor for said John Pursol from the 1st day of October, 1877, to and including the 1st day of December, 1883, which work and labor was done and performed for and at the request of said John Pursol, and for which he promised to pay what said services were reasonably worth. Said services were reasonably worth the sum of Nine Hundred and Seventy-five dollars, which sum became due and payable on the 1st day of December, 1883, and no part of which has been paid. On or about the 1st day of August, 1887, the plaintiff duly presented to said defendant as such executor, an account in writing for said services duly verified and requested the same to be allowed as a just claim and paid out of said estate. But the said defendant, on or about the 10th day of August, 1887, rejected and refused to allow said claim, or any part thereof. Wherefore this plaintiff prays a judgment against said defendant as such executor for the said sum of Nine hundred and Seventy five dollars with interest from December 1st 1883, and for all proper relief.

Cameron and Woodburn, Attys for Altff.

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 plaintiff, duly authorized. Said plaintiff is now absent from said County of Union. Affiant believes the statements and

Summons. 5476.

Sheriff's Return.

Motion 5476.

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allegations in the foregoing petition to be true.

J. H. Cameron.

Sworn to before me and signed in my presence this 13th day of January A. D. 1888.

J. B. Cole, Notary Public.

Afterward to-wit: On the 14th day of January, A. D. 1888, a summons was issued, which reads as follows, to-wit:

Summons. State of Ohio, Union County, ss:

To the Sheriff of the County of Union - Greeting:

5476. We command you to notify Evan Pursel, executor of John Pursel, that he has been sued by Catharine M. Pursel, in the Court of Common Pleas of Union County, and that unless he answer by the 11th day of February, A. D. 1888 the petition of said plaintiff Catharine M. Pursel against him, filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 23rd day of January, A. D. 1888.

Witness my hand and the seal of said Court, this 14th day of January, A. D. 1888.

Seal

John D. Burgner, Clerk.

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

Received this Writ 15th of January, A. D. 1888, at 10 o'clock A. M., and pursuant to its command, on the 19th day of January, A. D. 1888, I served the same by delivering to Evan Pursel admr. &c. a true copy of this writ with the endorsements thereon.

Sheriff's Fees		
	$	¢
Service,		30
Mileage,	2	40
Copy,		30
Total,	$ 3	00

M. Hopkins, Sheriff.

Endorsed: In action for Amount claimed $975.00

Interest from December 1st 1883

Cameron and Woodburn,

Plaintiff's Attys

Motion. State of Ohio, Union Co.

5476. The defendant moves the Court to require the plaintiff to amend her petition and make it more definite and certain in this, to-wit:

II - That she be required to set out how she was to perform the work and labor for said John Pursel, that is, whether she was to perform the same by the week, month or year, or how, otherwise.

III - How and when was she to receive her pay, for her work and labor, was it by the week, month or year, or otherwise.

IIII - Whether or not she was to receive any wages for her labor at any time prior to the first day of December, 1883, if so, when, and during what times.

IV - That she set out fully what her contract was with said John Pursel, relating to her said work and labor.

Porter and Porter, Attorneys for Defendant.

Afterward to-wit: On the 8th day of June, 1888, an entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry 5476

This day came the parties in open Court and reported that had settled this case as follows: Whereas the said John Pursel did in his last will provide for plaintiff as a residuary legatee, and that the amount so willed to her (and which proves to be Two Thousand dollars and more) should be placed in the hands of a trustee for the use of said plaintiff during life and then to go to her heirs and whereas all the heirs and devisees of said John Pursel, and prospective heirs of said plaintiff have made their request in writing, that said money should be turned over to plaintiff in her own right absolutely and not to a trustee for her use. In consideration of which it is agreed that the said money shall be so turned over to said plaintiff and that in consideration thereof, she releases all her claim upon said estate for services and settles all matters named in the petition and this cause is to be dismissed at plaintiff's cost. The following being a true copy of said writing.

"To the Honorable Probate Court of Union County, Ohio.

We the undersigned brothers and sisters and only heirs of the said Kate Pursel, hereby request that the money which upon the final settlement of the estate of Pursel deceased will be due and payable to unnamed Trustee for the use of the said Kate Pursel, be paid to her and that the appointment of a trustee for her said interest be omitted and dispensed with.

February - 1888. Signed by Enoch Pursel, John Pursel, Christiana Anderson, Mary P. Staymen, Evan Pursel, E. H. Pursel, Silas Pursel, Jake Pursel, Margaret E. Smart, George Pursel.

The Court upon report of the said settlement finding the above named persons are the only parties interested in said estate and that the said settlement is reasonable, does approve the same, and order it to be so recorded. It is therefore considered that this case be and it is hereby dismissed, all matters between the parties settled, and costs paid.

Porter & Porter,
Attys for the executor Evan Pursel.
Cameron and Woodburn, Attys for
Plaintiff

Attest R. McCrory clerk

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub-division of the 10th Judicial District of the State of Ohio at a term thereof begun and held at the Court House in the Town of Marysville, Union County, Ohio on the 27th day of February, A. D. 1888.

Be it therefore remembered that heretofore to-wit: On the 7th day of January, A. D. 1888, plaintiff filed his petition, which reads in the words and figures as follows, to-wit:

Petition

No. 5472.

Timothy Fahey, Plaintiff
vs.
Robert W. Bruton and
Dulcina A. Bruton, Defendants.

In the Court of Common Pleas
Union County, Ohio.

Now comes said plaintiff, Timothy Fahey, and complains of

said defendant Robert W Bruton and says:
1st Cause of Action. That said defendant Robert W Bruton, on or about the twenty fifth day of October, A.D. 1883 executed and delivered to James W Scott his certain promissory note thereby promising to pay to said James W Scott or order the sum of Eighty seven and 50/100 dollars, with interest at six per cent. per annum from date till due and eight per cent after maturity until paid, falling due one year after said date. Plaintiff further says that he purchased said note of said James W Scott and became the owner and holder thereof for a valuable consideration before the same became due. That there has been paid on said note five and 50/100 dollars to be applied for interest December 14th 1885, and five dollars for interest January 23rd 1886, and twenty dollars for interest September 3rd 1886. A copy of said note is here to attached marked Exhibit A. Plaintiff further says that no part of said note has been paid except as above set forth, that there is now due and unpaid thereon, the sum of Eighty three and 25/100 Dollars, with interest from the 25th day of October A.D. 1887 at eight per cent. per annum.
2nd Cause of Action. That said defendant Robert W. Bruton, on or about the twenty fifth day of October, A.D. 1883, executed and delivered to James W. Scott his certain promissory note, promising thereby to pay to said James W. Scott or order, two years after said date, the sum of eighty and 50/100 dollars with interest at six per cent. per annum from date till due and eight per cent after maturity until paid Plaintiff further says that he purchased said note of said James W. Scott and became the owner and holder thereof for a valuable consideration before the same became due. That said note has not been paid nor any part thereof. That there is still due and unpaid on said note the sum of Ninety eight Dollars, with interest at eight per cent. per annum from October 25th 1885. A copy of said note is hereto attached marked Exhibit B.
3rd Cause of Action. That said defendant Robert W. Bruton, on or about the twenty fifth day of October, A.D. 1883, executed and delivered to James W. Scott his certain promissory note promising thereby to pay to said James W. Scott or order, three years after said date, the sum of Eighty seven and 50/100 dollars, with interest at six per cent. per annum from date till due and eight per cent. after maturity until paid. Plaintiff further says that he purchased said note of said James W. Scott and became the owner and holder thereof for a valuable consideration before the same became due. That said note has not been paid or any part thereof. That there is now due and unpaid thereon, the sum of One hundred and three and 25/100 dollars, with interest at eight per cent per annum from the twenty fifth day of October, 1886. A copy of said note is hereto attached marked Exhibit C.
4th Cause of Action. That said defendant Robert W. Bruton on or about the twenty fifth day of October, A.D. 1883, executed and delivered to James W. Scott, his certain promissory note promising thereby to pay to said James W. Scott or order four years after said date, the sum of Eighty Seven and 50/100 dollars with interest at six per cent. per annum from date till due and eight per cent. after maturity until paid. Plaintiff further says that he purchased said note of said James W. Scott and became

the owner and holder thereof for a valuable consideration before the same became due. That said note has not been paid nor any part thereof. That there is still due and unpaid on said note the sum of One hundred and eight and 50 dollars with interest at eight per cent. per annum from the twenty fifth day of October A.D. 1887. A copy of said note is hereto attached marked Exhibit B.

5th Cause of Action: Said plaintiff complains of said defendants Robert W. Bruston and Dulcina A. Bruston, and reaffirms and adopts the allegations of the first, second, third and fourth causes of action as fully as if the whole of the same were recited in this fifth cause of action, and says that contemporaneously with the execution of said notes, and to secure the payment of the same, said defendants Robert W. Bruston and Dulcina A. Bruston executed and delivered to said James K. Scott, their deed of the following described real estate: Situated in the County of Union, in the State of Ohio and in the Township of Jackson and bounded and described as follows: Being part of Virginia Military Survey 9944, Beginning at a stone at the South west corner of a tract of land deeded by James K. Scott & Wife to John Fonder the 20th day of October, 1883; thence N. 79° E 54 36/100 poles to a stone at the south east corner of the said Fonder's tract; Thence S. 10° E 26 49/100 poles to a stone at the north east corner of E. Field's land; Thence S 79° W. 54 36/100 poles to a stone in the line of Margaret Boudin's land; Thence N. 10° W 26 49/100 poles to the place of beginning, containing 9 acres, more or less. And that there was in said deed the following condition, "Provided always and these presents are upon this condition that if the said Robert Bruston shall pay or cause to be paid unto the said James K. Scott, his four certain promissory notes dated October 25th, 1883 due respectively in 1, 2, 3, and 4 years from date, for $87 50/100 dollars each and bearing six per cent interest until due and eight per cent. after maturity until paid. Then these presents shall be void, otherwise to be and remain in full force and virtue in law forever" That said mortgage deed was filed for record in the Recorder's office of said Union County, Ohio, December 10th 1883 at 7 o'clock A.M. and duly recorded December 14th 1883 in Record of Mortgages Volume 20 at page 439. Plaintiff further says that he became the assignee, owner and holder of said mortgage deed by purchase and assignment of the same from said James K. Scott, on the back of said deed on or about the 31st day of October, 1883 for a valuable consideration that said assignment was duly recorded in the Recorder's Office of said County on or about the 11th day of December, A.D. 1883. Plaintiff says that said mortgage deed remains unsatisfied and is a valid and first lien on said premises, and that the condition of said mortgage has been broken. Wherefore plaintiff prays that an account be taken of the said several sums due him as aforesaid, that he may have judgment for the same against R. W. Bruston and that the Sheriff of said county be ordered to appraise, advertise and sell said premises described as upon execution, and that out of the proceeds he be directed to pay to plaintiff the amount so found due and for all proper relief.

Exhibit "B"

By K. E. Scofield and E. B. Dunfee.
Attorneys for Plaintiff

State of Ohio, Marion County, ss.

Timothy Fahey, being first duly sworn says that the facts stated and the allegations contained in his foregoing petition are as he believes true

Timothy Fahey.

Sworn to by Timothy Fahey and by him subscribed in my presence this 5th day

of January A.D. 1888.
Seal
Geo. B. Scofield, Notary Public, Marion County, Ohio.

To the Clerk:—

Issue summons in the above case for all of defendants directed to the Sheriff of Union County, Ohio, returnable according to law.

Endorse amounts claimed.

$83 25/100 with interest at 8 per cent from October 25th 1887.
$98 00/100 " " " " " " " " 1885
$103 25/100 " " " " " " " " 1886
$108 50/100 " " " " " " " " 1887

and sale of mortgaged premises.

W. E. Scofield and E. B. Dunfee, Attys for Pltff.

Exhibit "A"

$87 50/100 One year after date, for value received I promise to pay James W. Scott or order at Eighty seven and 50/100 Dollars, with interest at 6 per cent. per annum, from date till due and 8 per cent after maturity until paid. And we hereby authorize and empower any Attorney at law of any Court of Record, at any time after the 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 25th day of October, A.D. 1883.
P.O. Address
Ours

R. W. Braston

Indorsed,

For Collection for Fahuy's Bank.
Marion, Ohio.
A. C. Edmonson, Cashier.

I waive Demand and Notice of non payment.
J. W. Scott

Received 5.50 Dollars to be applied for interest, December 14th 1885.
Received J. W. Scott 5 Dollars for interest January 23rd 1886.
Received 20.00 Dollars September 3rd 1886 for interest of J. W. Scott.

Exhibit "B"

Exhibit "B"

Two years after date, for value received, I promise to pay James W. Scott or Order at —— Eighty seven and 50/100 Dollars, with interest at 6 per cent per annum from date till due and 8 per cent after maturity until paid. And we hereby authorize and empower any Attorney at law, of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and 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 25th day of October A.D. 1883. } R. W. Breaston.

P.O. Address

Due

Endorsed: For Collection for Fahey's Bank.
Marion, Ohio. A. C. Edmunson, Cashier.

Demand and Notice of non payment.
J. W. Scott.

Exhibit "C"

Exhibit "C"

$87.50/100

Three years after date, for value received, I promise to pay James W. Scott or Order at —, Eighty Seven and 50/100 Dollars, with interest at 6 per cent. per annum, from date till due, and 8 per cent after maturity until paid. And we hereby authorize and empower any Attorney-at-law, of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest, and 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 25th day of October, A.D. 1883. } R. W. Breaston.

P.O. Address

Due

Endorsed: For collection for Fahey's Bank, Marion Ohio. A. C. Edmunson, Cas.

Demand and Notice of non payment. J. W. Scott.

Exhibit "D"

$87.50/100

Four years after date, for value received, I promise to pay James W. Scott or Order at — Eighty seven and 50/100 Dollars, with interest at 6 per cent. per annum, from date until due, and 8 per cent after maturity until paid. And we hereby authorize and empower any Attorney-at-law, of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and 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 25th day of October, A.D. 1883. } R. W. Breaston.

P.O. Address

Due

Endorsed:

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Indorsed: For collection for Fahey's Bank,
Marion Ohio. A W Edmonson, Cas.
I waive Demand and Notice of non payment.
J W Scott

Summons. Afterward, to-wit: On the 7th day of January, A.D. 1888, a summons was issued which reads as follows, to-wit:
State of Ohio, Union County, ss.
To the Sheriff of the County of Union, Greeting:

5472. We command you to notify Robert W. Breaston and Dulcina Breaston that they have been sued by Timothy Fahey, in the Court of Common Pleas of Union County, and that unless they answer by the 4th day of February, A.D. 1888 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 January, A.D. 1888.

Witness my hand and the seal of said Court, this 7th day of January, A.D. 1888.

Seal
John D. Burgner, Clerk.

Sheriff's Return. State of Ohio, Union County, ss.
Received this Writ, January 7th, A.D. 1888, at 2 o'clock, P.M. and pursuant to its command, on the 10th day of January, A.D. 1888, I served the same by handing a certified copy of this Writ with the indorsements therein to the within named Robt. W Breaston and by leaving a certified copy of the same at the usual place of residence of the within Dulcina Breaston.
M Hopkins, Sheriff.

Sheriff's Sale.		
Service,		45
Mileage,	3	68
Copy,		40
Total,	$4	53

Indorsed: In action for foreclosure of Mortgage.
Amount claimed $83 25/100 with 8% from October 25th - 1887.
" 98 00 " " " " " - 1885.
" 103 25/100 " " " " " - 1886.
" 108 50/100 " " " " " - 1887.
W. E. Scofield et al, Attys for Plaintiff.

Afterward, to-wit: On the 13th day of March, 1888, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

Timothy Fahey
against
Robert W. Breaston and
Dulcina Breaston.

Entry. 5472. This day this cause came on to be heard upon the petition and the evidence (the said defendants Robert W. Breaston and Dulcina Breaston being in default for answer or demurrer) and was argued by counsel; upon 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 contained therein are true. And the Court do further find that there is due to the plaintiff from the said defendant Robert W. Braston, upon the promissory notes mentioned and referred to in the first, second, third, fourth and fifth causes of action set forth in the petition, the sum of $426.75 and the said sum should bear interest at the rate of eight per cent per annum from the date of this decree. And the Court do further find that in order to secure payment of the promissory notes mentioned and referred to in the petition, the said defendants Robert W. Braston and Dulcina Braston, his wife, executed and delivered their certain mortgage deed upon the following real estate: Situated in the County of Union, in the State of Ohio, and in the Township of Jackson and bounded and described as follows:- Being part of Virginia Military Survey #9944; Beginning at a stone at the South west corner of a tract of land deded by James W. Scott and wife to John Fonrider, the 20th day of October, 1883; Thence N. 79° E. 54 36/100 poles to a stone at the south east corner of the said Fonrider's tract; Thence S 10° E. 26 79/100 poles to a stone at the north east corner of E. Field's land; Thence S. 79° W 54 36/100 poles to a stone in the line of Margaret Fonrider's land; Thence N 10° W 26 79/100 poles to the place of beginning, containing Nine (9) Acres, more or less. That said mortgage deed was duly filed for record with the Recorder of Union County, Ohio, on the 10th day of December, 1883 at 7 o'clock A. M. and duly recorded on the 14th day of December, 1883 in the Records of Mortgages of said County, Vol. 20, Page 439; that the said plaintiff Timothy Fahey is now the owner and holder of said mortgage by assignment from James W. Scott as alleged in the petition, and that the same is the first and best lien upon the premises above described. And the Court do further find that the conditions of said mortgage have been broken and that the plaintiff is entitled to have the same foreclosed. It is therefore ordered, adjudged and decreed by the Court that unless the said defendants Robert W. Braston and Dulcina Braston pay or cause to be paid to the Clerk of the Court, the costs of this case, and to the said plaintiff Timothy Fahey, the amount hereinbefore found due him, with interest from this date, an order or orders issue to the Sheriff of Union County Ohio, commanding him to appraise, advertise and sell the real estate herein described, as upon execution at law, at that said Sheriff bring the proceeds of such sale into this Court to abide its further order therein.

Approved

Scofield, for Plaintiff.

Wherefore

Costs

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

Order of Sale 5472

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 13th day of March, A. D. 1888, in the cause of Timothy Fahey, plaintiff, and R. W. Braston and Dulcina Braston, Defendant, said Timothy Fahey, obtained a judgment or decree against the said R. W. Braston and Dulcina Braston, for the sum of Four hundred and Twenty six and 75/100 Dollars, and Dollars costs of suit: And whereas it was then and there by said Court, ordered, adjudged and decreed, that the said R. W. Braston and Dulcina Braston shall within 3 days from the 13th day of March A. D. 1888, pay unto the said Timothy Fahey, the said sum of Four hundred and twenty six and 75/100 Dollars with interest from 13th day of March, A. D. 1888, at the rate of 8 per cent. per annum, and to the Clerk of this Court the costs of this action here-

Sheriff's Return.

in, 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 3 days aforesaid have fully expired and the said sum of $426.75 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 Jackson, County of Union and State of Ohio, bounded and described as follows: Being part of Virginia Military Survey No 9944; Beginning at a stone at the South west corner of a tract of land deeded by James W. Scott and wife, to John Forrider, the 20th day of October, 1883, Thence N. 79° E 54 36/100 poles to a stone at the South east corner of said Forrider's tract; Thence S. 10° E 26 7/100 poles to a stone at the North east corner of E. Field's land; Thence South 79° W. 54 36/100 poles to a stone in the line of Margaret Forrider's land; Thence N. 10° W. 26 7/100 poles to the place of beginning containing 9 acres, more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 17th day of March, A. D. 1888.

Seal

R. McCrory, Clerk.

State of Ohio, Union County, ss.

Sheriff's Return.

In obedience to the command of the Order of Sale hereto annexed, I did on the 27th day of March, A. D. 1888, summon S. E. Williams, Levi Roesbury and John Chapman, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 27th day of March, A. D. 1888, 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 4th day of April, 1888, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said

Sheriff's Fees		cts
Service,		30
Summoning Appraisers,	1	20
Conveying Appraisers,	1	20
Writing Appraisal,		30
Copy of Appraisal,		30
Notice to Printer,		30
Affidavit of Printer,		30
Mileage,	3	52
Brundage,	3	00
Total,	$10	42
Appraisers' Fees,	3	00
Printers' Fees,	10	50

lands and tenements to be sold at public sale, at the door of the Court House of said County on the 5th day of May, A.D. 1888, at 1 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice I did on said 5th day of May, A.D. 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came J. W. Scott, who bid for the same the sum of Two hundred Dollars, and said sum being more than two-thirds of the appraised value thereof, and said J. W. Scott being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Two Hundred Dollars.

M. Hopkins, Sheriff.
By T. T. Wall, Deputy.

Afterward to-wit: On the 29th day of May, 1888, the following Proof of Publication was filed which reads as follows, to-wit:

Proof of Publication 5472.

Timothy Fahey
-vs-
R. W. Preston et al

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer at public sale at the north door of the Court House in Marysville, on Saturday, May 5th, 1888, at or about the hour of one o'clock P.M. the following described property, to-wit: Situated in the township of Jackson, county of Union and State of Ohio, bounded and described as follows: Being part of U.M.S. No. 9944 Beginning at a stone at the south west corner of a tract of land deeded by James W. Scott and wife to John Forrider, the 25th day of October, 1883; Thence N. 79° east 54 36/100 poles to a stone at the north east corner of E. Fields land; Thence S. 79° west 54 36/100 poles to a stone in the line of Margaret Forriders land; Thence North 10° west 26 79/100 poles to the place of beginning containing 9 acres, more or less.
Appraised at $30. per acre.
Terms of Sale, cash.

Marion Hopkins, Sheriff, Union County, O.

{ State of Ohio
{ Union County, ss.

The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with April 4th, 1888.

W. O. Shearer.

Sworn to and subscribed before me, this 29th day of May, 1888.

R. McCorry, Clerk.

Petition. 5358.

Afterward to-wit: On the 16th day of July, 1888, an entry was made on the Journal by the Clerk of said Court, which reads as follows:

Entry. 5472.

This day this cause came on to be heard upon the report of the Sheriff of a sale by him made under a former order of the Court, and upon motion to confirm the same; and the Court here having carefully examined the proceedings of said sheriff, and finding the same to have been had in all respects in conformity to law and the former orders of the Court do approve and confirm the same. And said sheriff is ordered by deed in fee simple to convey said premises to James W. Scott, the purchaser, and a writ of possession is awarded to put the purchaser

in possession of said premises. And the Court coming now to distribute the procuds of such sale, amounting to the sum of $, do order that said Sheriff out of the moneys in his hands, pay First: The taxes now due and a lien upon said premises, to-wit: the sum of $ 22.56. Second: The costs and increase costs of this procuding, taxed at $ 36.62. Third: To the plaintiff the balance of said procuds to apply on the amount hereinbefore found due him herein. And it appearing to the Court that the amount of said procuds are insufficent to pay the said plaintiff claim in full, on motion of plaintiff, it is ordered that an execution issue for the balance of his said claim as hereinbefore found due him.

Attest R McCrory Clerk.

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the city of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered that heretofore to-wit: On the 22nd day of May, A.D. 1888. plaintiff filed his petition which reads in the words and figures as follows, to-wit:

State of Ohio, Union County, ss.

The Peoples Bank, Plaintiff.

Petition. vs

E.P. Rogers, Luther Liggett, and John C. Rogers, Defendants.

In the Court of Common Pleas.

5558.

Plaintiff says it is a firm doing business in Ohio, under the name of the Peoples Bank, the above named plaintiff say that there is due to them from E.P. Rogers, Luther Liggett, and John C. Rogers, Defendants, on a promissory note made by the defendants, E.P. Rogers, Luther Liggett and John C. Rogers, dated the 30th day of December, A.D. 1886, a copy of which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Seven hundred and fifty eight Dollars and Seventy five cents, with interest thereon at eight per cent annually, from the 30th day of June, A.D. 1887. The plaintiff further say that they are the legal owners and holder of said note, that the same is due and unpaid. Whereupon the plaintiff asks judgment against said defendant for the sum of Eight hundred and thirteen Dollars and three cents, with interest at eight per cent from the 22nd day of May, A.D. 1888.

Cameron and Woodburn, Attys for Plff.

State of Ohio, Union County, ss.

C.S. Chapman says he is the agent and cashier of the Peoples Bank, the above named plaintiff, being duly sworn, says that he believes the statement in the foregoing petition to be true.

C.S. Chapman.

Subscribed by C.S. Chapman in my presence, and sworn to by him before me, this 22nd day of May, A.D. 1888.

R. McCrory, Clerk of Courts.

Marysville, Ohio, December 30th, 1886.

" $758.75

" Six months after date, as principal debtors, we jointly and "

severally promise to pay to the People's Bank, or order at Marysville, Ohio, Seven Hundred and fifty eight and 75/100 Dollars, for value received. And we hereby dispense with the demand of payment of this note, and authorize any Attorney-at-law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing, and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note, with 8 per cent interest payable annually, after the same shall become due, together with costs of suit, and release all errors, and waive all rights of appeal in this behalf.

Witness our hands and seals, this 30th day of December, 1888.

E. P. Rogers [Seal]
Luther Liggett [Seal]
John C. Rogers [Seal]

Petition. 5557.

Answer

The People's Bank
vs
E. P. Rogers, Luther Liggett and John C. Rogers.
} In the Court of Common Pleas
Union County, ss.

5558

And now comes E. P. Rogers, Luther Liggett and John C. Rogers the above named defendants, by the undersigned O. K. 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 Eight hundred and thirteen Dollars and three Cents, the same appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

May 22nd A.D. 1888.

O. K. Ayers, Attorney for Defendant.

Afterward, to-wit: On the 22d day of May, an entry was made, which reads as follows to-wit:

Entry.

The People's Bank
vs
E. P. Rodgers, Luther Liggett and John C. Rodgers
} Entry.

5558

This day came the plaintiff by Cameron and Woodburn, attorneys, and thereupon came O. K. 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 petition the sum of $813.03. It is therefore considered that said plaintiff do recover of said defendant the said sum of $813.03, 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 to file a petition in error, are waived.

Attest R. M. Cromley Clerk

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the city of Marysville, Union County, Ohio, on the 21 day of May A.D. 1888. Be it therefore remembered that heretofore to-wit: On the 16th day of July, A.D. 1888, Plaintiff filed his petition, which reads as follows, to-wit:

Isaac Brodrick jr. Plaintiff }
vs. } In the Court of Common Pleas,
Lottie Dines, Defendant. } Union County, Ohio.

Petition.

5587.

The above named plaintiff says that there is due to him from the defendant, on a promissory note, made by the defendant dated the 11th day of January, A.D. 1888, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Three Hundred and Twenty Seven and 08/100 Dollars with interest thereon at 8% payable semi-annually from the 11th day of January, A.D. 1888. The plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Whereupon, the plaintiff asks judgment against said defendant for the sum of Three Hundred and Twenty seven Dollars and eight cents, with interest from the Eleventh day of January, A.D. 1888 at the rate of eight per cent. per annum, payable semi-annually.

Brodrick & McCampbell.
Attys for Pltff.

State of Ohio, Union County, ss.

John M. Brodrick, one of the attorneys for the above named plaintiff being duly sworn, says that he believes the statement in the foregoing petition, to be true. He further says that this action is founded upon a written instrument for the payment of money, which written instrument is now in affiants possession.

John M. Brodrick.

Subscribed by John M. Brodrick in my presence, and sworn to by him before me, this 16th day of July, A.D. 1888.

R. McElroy, Clerk.

$327.08

Marysville, Ohio, January 11th, 1888.

Six months after date, for value received, we jointly and severally promise to pay Isaac Brodrick jr. or order, at the office of Brodrick and McCampbell, Marysville, Ohio, Three Hundred and Twenty Seven 08/100 Dollars, with interest from date until paid at the rate of eight per cent. per annum, payable semi-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 and the right of appeal from the judgment rendered.

Witness our hands and seals.

Lottie Dines [seal]

Answer

5587.

Isaac Brodrick jr. Plaintiff
vs
Dottie Dines, Defendant } In Court of Common Pleas
Union County, ss.

And now come Dottie Dines the above named defendant, by the undersigned, 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 Plaintiffs petition, and against the above named defendant, for the sum of Three Hundred and Forty Dollars and Fifty four cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

July 16th, A.D. 1888. F. T. Arthur Atty for Deft.

Afterward, to-wit: On the 16th day of July, A.D. 1888, an entry was made, which reads as follows, to-wit.

Entry.

5587.

Isaac Brodrick jr.
vs
Dottie Dines } Entry.

This day came the plaintiff by Brodrick & McCampbell, his attorneys, and thereupon came F. T. Arthur one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $340.^{54}. It is therefore considered that said plaintiff do recover of said defendant the said sum of $340^{54}, so as aforesaid confessed to be due, to gether 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 R. McCrory clerk

Pleas before the Hon. John A. Price, one of the Judges of the 5th Sub-division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered that heretofore, to-wit: On the 8th day of May, A.D. 1888, Plaintiff filed his petition, which reads as follows, to-wit:

Petition

5548.

Martha J. Bodley, Plaintiff
vs
Frank Bodley, Defendant. } Court of Common Pleas
Union County, Ohio.

The plaintiff has been a resident of the State of Ohio, for the year last past and has a bonafide residence in the County of Union. On or about the 13th of April, 1875, at Union County, Ohio, she was married to the defendant. The

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Affidavit

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Divorce Notice.

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following children were born of said marriage: Oscar Bodley, January 17th, 1876 and Charles Bodley, born November 2nd, 1878. (1) The defendant has in disregard of his marital duties for more than three years last past been wilfully absent from plaintiff. (2) The defendant has for more than three years last past failed and wilfully neglected to provide the plaintiff with the common necessaries of life, so that plaintiff has been compelled to live upon the charity of friends and her own exertions, because of his idleness and profligacy; he being a healthy stout man and able to earn a good living, if he had been so disposed. The plaintiff prays that she may be divorced from the defendant; that she may have the guardianship and custody of said children, and such other and further relief as is proper.

P.B. Cole and Son, Attorneys for Plaintiff.

Affidavit

Martha J. Bodley, Plaintiff
vs
Frank Bodley, Defendant.

Affidavit.

5548.

Personally appeared the above named plaintiff Martha J. Bodley, who being duly sworn says that the defendant Frank Bodley abandoned her and his two children about June 1880, without cause or provocation therefor, and without provision or means for their support and has not since contributed any thing whatever to their support. And she has not heard from him for several years last past. She has no knowledge as to his present residence, but when she last heard of him, she understood he had no permanent residence.

Martha J. Bodley.

Sworn to and subscribed before me this 8th day of May, 1888.

R. McGrory, Clerk.

Pracipe.

To the Clerk: Issue summons &c. in the above entitled case to Sheriff of Union County, returnable according to law. Indorse, In action for Divorce.

P.B. Cole and Son, Attys for Pltff.

Divorce Notice.

Frank Bodley, residence unknown, will take notice that on the 8th day of May, A.D. 1888, Martha J. Bodley filed her petition in the Court of Common Pleas, Union County, Ohio, praying a divorce from said Frank Bodley, on the ground of wilful absence for more than three years and gross neglect of duty to plaintiff, as his wife, and that said cause will be for hearing on and after June 21st, 1888.

P.B. Cole and Son.

Attys for Pltff.

State of Ohio
Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with May 9th, 1888.

H.O. Shearer

Sworn to and subscribed before me, this 16 day of July, 1888.

R. McGrory, Clerk.

Printers' Fees $3.00

Entry.

Afterward, to wit: On the 16th day of July, A.D. 1888, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit: Now comes the Plaintiff by her attorney, and offers proof of publication of the 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 and confirm the same. And thereupon this cause coming on for hearing, has submitted to the Court upon the petition and evidence; on consideration whereof the Court find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for more than one year preceding the same, and was at the time a bonafide resident of this County of Union, and that the cause of complaint took place in this County, and that the parties hereto were married as stated in said petition. The Court further find, upon the evidence adduced that the defendant has been guilty of wilful absence from the plaintiff for more than three years prior to the filing of the petition in this case, 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 Martha J. Bodley and Frank Bodley be and the same is hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said children of the parties here to be, until further order confided to the said Martha J. Bodley exclusively, and the said Frank Bodley is hereby injoined from interfering in any manner with either of said children or with the plaintiff in custody of them. It is further ordered that the plaintiff pay the costs of this proceeding; and execution is awarded.

P. B. Cole and Son, Atty for Plff.

Albert A. McCrory

Answer.

5588.

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub-division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered, that heretofore, to-wit: On the 16th day of July, A.D. 1888, Plaintiff filed his petition which reads as follows, to-wit:

Petition

The Farmers' Bank, Plaintiff
vs
D. A. Lightle, B. T. Van Cleve,
J. H. Van Cleve and Amos Jackson, Defendants

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

5588.

The plaintiff says that it is a partnership formed for the purpose of doing business in the State of Ohio, and the above named plaintiff says that there is due to it from the defendants, on a promissory note made by the defendants, dated the 14th day of June, A.D. 1887, which note, with the Warrant of Attorney thereto annexed is hereto attached, the sum of Three Hundred and Thirty five Dollars and Seventy-five cents, with interest thereon at eight per cent from the 14th 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. Whereupon, the plaintiff asks judgment against said defendants, for the sum of Three Hundred and Thirty five Dollars and Seventy five cents, with interest at eight per cent. from the Fourteenth day of June, A.D. 1887.

Brodrick and McCampbell.
Attys for Pltff.

State of Ohio, Union County, ss.

John M. Brodrick, one of the attorneys for the above named plaintiff, being duly sworn, says that he believes the statement in the foregoing petition to be true. He further says that this action is founded upon a written instrument for the payment of money, which instrument is now in affiants possession.

John M. Brodrick.

Subscribed by John M. Brodrick in my presence, and sworn to by him before me this 16th day of July, A.D. 1888.

Seal

R. McCrory, Clerk.

$335.75/100

Marysville, Ohio, June 14, 1887.

Twelve months after date, as principal debtors, we jointly and severally promise to pay to the Farmers Bank, or order, at their office in Marysville, Three Hundred Thirty five and 75/100 Dollars, for value received, 8% interest. And we hereby dispense with the demand of payment of this Note, and authorize any Attorney-at-Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this Note, for the amount of said Note, with eight per cent interest, payable annually after the same shall become due, together with costs of suits, and release all Errors and waive all right of Appeal in this behalf.

Witness our hands and seals this 14th day of June, 1887.

O. A. Brightle {seal}
B. F. Van Cleve {seal}
J. M. Van Cleve {seal}
Amos Jackson {seal}

Answer.

5588.

The Farmers Bank, Plaintiff
vs
O. A. Brightle, et. al. Defendants

In Court of Common Pleas,
Union County, ss.

And now come the above named defendants, by the undersigned, their Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition, and against the above named defendants, for the sum of Three Hundred and Sixty-five Dollars, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is herby waived.

July 16th A.D. 1888.

F. T. Arthur, Attorney for Defendant.

Afterward, to wit: On the 16th day of July, A.D. 1888, an entry was made which reads as follows, to wit:

Entry.

The Farmers' Bank
vs
D. A. Lightle, et al. } Entry.

5588.

This day came the plaintiff by Brodrick & McCampbell its Attorneys, and thereupon came F. T. Arthur one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiff's petition the sum of $365.00. It is therefore considered that said plaintiff do recover of said Defendants the said sum of $365.00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest R. McCrory

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub-division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered, that heretofore to-wit: On the 31st day of December, A.D. 1887, plaintiff filed her petition, which reads, in the words and figures as follows, to-wit:

Petition.

Emma Goins, Plaintiff
vs
George Goins, Defendant } In the Court of Common Pleas,
Union County, Ohio.

5468.

Plaintiff says that she has been a resident of the State of Ohio, for more than a year last past, and is now a bonafide resident of Union County, Ohio. That on the 28th day of March, A.D. 1884, she was married to the defendant at Fort Wayne, in the State of Indiana. Plaintiff further says that said defendant has been guilty of gross neglect of duty toward your petitioner leaving her without any means of support, whatever, except her own personal earnings, and has failed to provide her with comfortable clothing and food, and failed to provide a home for the petitioner for a year and six months during which time she was compelled to live in the house with his mother and submit to her abuse and illtreatment. Said petitioner further says that he the defendant is now away from her, and has left her without wood or coal or provisions. Plaintiff therefore prays that upon the final hearing of her petition, she be divorced from the defendant and be restored to her maiden name of Emma Sprague and for all proper relief.

Emma Sprague, by her Attorney
J. M. Kennedy.

To the Clerk:

Issue summons to sheriff of Union County, Ohio. Indorsed: Divorce prayed for. For George Goins.

J. M. Kennedy, Attorney for Plaintiff.

Summons.
5468.

Sheriff's Return.
5468.

Amended Petition.
5468.

Afterward, to-wit: On the 3, day of December A.D. 887, a summons was issued which reads as follows:
State of Ohio
Union County, ss. } To the Sheriff of Union County:

Summons. 5468.

You are commanded to notify George Goins that Emma Goins has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect of duty, and asking that she be divorced from him, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 9th day of January, A.D. 188?.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 31st day of December, A.D. 1887.

{Seal} John D. Burgner, Clerk.

Sheriff's Return. 5468.

The State of Ohio
Union County, ss. }

Received this Writ on the 31st day of December, A.D. 1887, and on the day of A.D., 188 , I served the same by a true copy thereof with the indorsements thereon, together with a certified copy of the petition. The within named defendant not found in County.

Returned January 9th 188 M. Hopkins, Sheriff.
Sheriff's fees — Copy .20, Mileage .16, Total .36

Afterward, to-wit: On the 18th day of January, A.D. 1888, plaintiff filed her petition which reads as follows, to-wit:

Amended Petition. 5468.

Emma Goins, Plaintiff.
vs
George Goins, Solomon James and Janetta James, Defendants.

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

By way of Amended petition, the plaintiff says that she has been a resident of the State of Ohio for more than a year last past and is now a bonafide resident of Union County, Ohio. That on the 28th day of March, A.D. 1884, she was married to the defendant at Fort Wayne, Indiana. Plaintiff further says that said defendant has been guilty of gross neglect of duty toward your petitioner, totally neglecting her and leaving her without food or clothing, fuel or any means of support whatever, and has gone to parts to this plaintiff unknown. And at one time failed to provide her with a home for a year and six months or more during which time she was compelled to live in the house with his mother, and that during said time, said Janetta James, his mother, was cross, insulting, and abusive to the plaintiff. Plaintiff further says that said George Goins is the owner of the following personal property, to-wit: One Sorrel Mare, three years old in the following spring. One Sterling one set of single light harness, one set of chairs, one Bld, and bedding and Bed stead.

That all of said property is in the possession of and under the control of said Solomon James and Janetta James and the said Solomon James claims to have some interest in said mare colt or to have some claim in the same. Said plaintiff further says that said property is all the property real or personal that belongs to the defendant, and that now she has filed her petition against him. He will sell, dispose of or incumber the same so as to defeat her claim thereon and will by that means leave her without any means of support whatever unless restrained by the order of this Court. She further says that she is wholly unable to give the undertaking required by Law in cases of Injunction. She therefore prays that at the final hearing of this petition she be divorced from said defendant and that she have reasonable alimony decreed her and that said George Goins, Solomon James and Janetta James be enjoined from selling, incumbering and removing said property heretofore described in her petition and if the said Solomon James should be compelled to sell said sorrell mare under his chattle mortgage, that he be ordered pay the surplus into the hands of the Court to await the action of this Court and for all proper relief in the premises.

J. M. Kennedy, Attorney for Plaintiff.

State of Ohio, Union County, ss.

Emma Goins, being duly sworn says the facts and allegations of the foregoing petition are true.

Emma Goins.

Sworn to and subscribed by the said Emma Goins before me this the 18th day of January, A.D. 1888.

{Seal} A. H. Kollefrath, Notary Public.

To the Clerk:

Issue summons and copy of petition directed to sheriff of Union County, Ohio for George Goins and summons for Solomon James & Janetta James returnable according to law. Indorsed: Injunction allowed.

J. M. Kennedy, Atty.

Injunction allowed as prayed for by the plaintiff's petition and without bond, in pursuance of the statute in such cases made and provided and upon the showing of the plaintiff.

John B. Coats, Probate Judge.

Order of Injunction 5468.

Emma Goins, Plaintiff
vs
George Goins, Solomon James and Janetta.

Before the Probate Judge,
Union County, Ohio.
_____ Term, A.D. 1888.

And now, on this 18th day of January, 1888 came the plaintiff, by J. M. Kennedy, her attorney; and it being made to appear that there is at this time no common Pleas, District, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the 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 George Goins from selling and disposing of or incumbering any of the property named in the plaintiff's

Summons 5468.

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petition and it is further ordered that Solomon James and Janetta James be enjoined from in any manner disposing of or allowing any one to in any manner interfering with and destroying or injuring the same; and that they are required to keep and hold the said property described as being in their possession, by the plaintiff in her petition until further ordered by the Court, as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed, on said plaintiff.

John B Coats, Probate Judge.

Afterward, to-wit: On the 18th day of January, A.D. 1888, a summons was issued which reads as follows, to-wit:

Summons. 5468.

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

You are commanded to notify George Goins that Emma Goins 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 &c, and asking that she be divorced from him, and that she be allowed alimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 30th day of January, A.D., 1888.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 18th day of Jany A.D. 1888.

{Seal}

J. D. Burgner, Clerk.

Sheriff's Return.

State of Ohio
Union County, ss.

Received this Writ on the 18th day of January, A.D. 1888; and on the day of A.D. 188 , I served the same by a true copy thereof with the endorsements thereon, together with a certified copy of the petition. The within defendant not found. Returned January 28th 1888.

M. Hopkins, Sheriff.

Sheriff's Fees.— Copy, $.30; Mileage $1.00; Total, $1.30

Summons in Action for Divorce and Alimony Injunction allowed.

J. M. Kennedy, Attorney.

Afterward, to-wit: On the 18th day of January, A.D. 1888, a summons was issued which reads as follows, to-wit:

Summons. 5468.

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

We command you to notify Solomon James and Janetta James that they et. al. have been sued by Emma Goins in the Court of Common Pleas of Union County, and that unless they answer by the 18th day of February, A.D. 1888 the petition of said plaintiff against them filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 30th day of January A.D. 1888.

Witness my hand and the seal of said Court, this 18th day of January A.D. 1888.

{Seal} John D. Burgner, Clerk.

Sheriff's Return

State of Ohio,
Union County, ss:

Received this Writ January, 18th A.D. 1888, at 10 o'clock, A.M. and pursuant to its command, on the 26th day of January, A.D. 1888, I served the same by handing a true copy to the within named defendants.

Returned January 28th, 188

M. Hopkins, Sheriff.

Sheriff's Fees		
Service,		45
Mileage,		32
Copy,		30
Total,	$	1.07

Indorsed: In action for Injunction allowed.

J. M. Kennedy, Pltff's Atty

Legal Notice

Emma Goins
vs
George Goins

Union County,
Court of Common Pleas.

The defendant, George Goins, whose place of residence is unknown to the plaintiff, will take notice that on the 18th day of January, the plaintiff above named, filed her amended petition in the Court of Common Pleas, in and for said County of Union, the object and prayer of which was for divorce and reasonable alimony, and to restrain said defendant from selling or disposing of or squandering his property. Unless he answers said petition on, or before the third day of March, judgment will be taken according to the prayer of said petition.

Emma Goins

By Jos. Kennedy, her Attorney.

{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 25th, 1888.

W. O. Shearer

Sworn to and subscribed before me, this day of 188

Printers' Fees $3.00

Clerk.

Afterward, to-wit: On the 29th day of May, 1888, an entry was made which reads as follows:

Entry.

Emma Goins, Plaintiff.
vs
George Goins, Defendant.

5468.

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer and the Court being fully advised in the premises, do find as follows, to-wit: 1st That the parties were married as alleged in the petition. 2nd That said defendant had been duly notified of the pendency of said petition by notice being published for six consecutive weeks in the "Marysville Tribune", a newspaper of general circulation

Petition.

5498.

in said County of Union. 3rd That said George Goins has been guilty of Gross neglect of duty as stated in the petition. It is therefore considered and adjudged that the plaintiff be divorced from the defendant and that the marriage relation be wholly dissolved and that she be restored to her maiden name of Emma Sprague and that she recover her costs herein expended at
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Attest R McCrory

Pleas before the Hon. John A Price, one of the Judges of the 3rd Sub division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 27th day of February, A.D. 1888. Be it therefore remembered, that heretofore to-wit: On the 17th day of February, A.D. 1888, Plaintiff filed her petition, which reads, in the words and figures as follows, to-wit:

Petition.

Lucy Guy, Plaintiff
vs
Elizabeth Haines
W.P. Haines, and
P.C. Adams and Mrs
P.C. Adams, Defendants.

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

5498.

1st The plaintiff says, On the 15th day of October, A.D. 1886 the defendants Elizabeth A. Haines and W.P. Haines the defendants, made and delivered to plaintiff their promissory note of that date and thereby promised to pay to the order of plaintiff the sum of Three Hundred and Seventy-five Dollars, interest at 8%, in one year after date thereof for value received. 2nd The defendants, Elizabeth A. Haines and W.P. Haines her husband to secure the payment of said note, executed and delivered to the plaintiff their mortgage deed, and thereby conveyed to the plaintiff, her heirs and assigns the following lands and tenements: Situate in said County of Union and described as follows: In the town of Newton, being Lot 17 in said town except 20 feet off of the north end on which there is a Store House. 3rd On the 22nd day of October, A.D. 1886 at 8 o'clock A.M. 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 28th day of October, A.D. 1886 in Vol. 21, Page 604 of the Records of Mortgage. 4th The said deed has become absolute. There is due and remaining unpaid upon said indebtedness of sum of Dollars, with interest from the 15th day of October, A.D. 1886. That the defendant P.C. Adams claims some interest in said Lot No. 17. 5th The plaintiff asks that said mortgage may be foreclosed, the said premises ordered to be sold, and the proceeds applied to the payment of said debt and execution awarded for the balance.

D.K. Ayers, Atty for Plaintiff.

State of Ohio,
Union County, ss:

D.K. Ayers, being sworn says that the facts set forth

in the above pleading are within the personal knowledge of this affiant, and that the facts stated and allegations in the foregoing pleading of Lucy Guy are as affiant believes true.

O. K. Ayers.

Sworn to before me and signed in my presence by the said O. K. Ayers this 17th day of February, A.D. 1858.

{seal}

R. McCrory, Clerk.

Clerk: Issue Summons in the above case to the Sheriff of Union County Ohio, for P. C. Adams, and Mrs P. C. Adams, returnable according to law.

Indorse: Action to foreclose mortgage.

O. K. Ayers, Atty for Plaintiff.

We hereby waive the issuing and service by process and enter our appearance in the above entitled case this 20th day of February, A.D. 1858.

W. P. Haines

Elizabeth A. Haines.

Summons 5498.

Afterward, on the 17th day of February, A.D. 1858, a summons was issued, which reads as follows, to-wit:

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

We command you to notify P. C. Adams, and Mrs P. C. Adams that they have been sued by Lucy Guy in the Court of Common Pleas of Union County, and that Unless they answer by the 17th day of March, A.D. 1858 the petition of said Lucy Guy against them filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 27th day of February, A.D. 1858.

Witness my hand and the Seal of said Court, this 17th day of February, A.D. 1858 at Marysville, Ohio

{seal}

R. McCrory, Clerk

Sheriff's Return.

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

Received this Writ February 17th A.D. 1858, at 3 o'clock P. M. and pursuant to its command, on the 20th day of February, A.D. 1858, I served the same by delivering to Lenola Adams and P. C. Adams, a true copy of this summons with the endorsements thereon.

Sheriff's Fees		
Service,		45
Mileage,	1	60
Copy,		40
Total,	$2	40

N. Hopkins, Sheriff.

Endorsed: In action for foreclosure of mortgage.

Ayers, Pltiff's Atty.

Entry 5498.

Afterward, to-wit: On the 29th day of March, A.D. 1858, an entry was made, which reads as follows, to-wit: This cause now coming on for hearing, was submitted to the Court on the petition of the plaintiff, (the defendants being in default for answer or other pleading) and the evidence. On consideration thereof the Court found for the plaintiff, and that there is due the plaintiff Lucy Guy from Elizabeth Haines and W. P. Haines on the promissory note set forth in the petition with 8% interest to the first day of this term to-wit:

Order of Sale 5498.

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$217.20 and that P.O. Adams purchased the premises described in said petition after the execution of said mortgage and subject to the conditions contained therein. The court further find that in order to secure the payment of the said note, the defendants Elizabeth Haines and H.P. Haines, her husband, executed and delivered to said Lucy Guy, the plaintiff, their certain mortgage as in the petition described and on the premises therein described that said mortgage was duly recorded in Book P of the records of mortgages of Union County, Ohio and is a good and valid first lien on the premises described in the petition, and that the conditions in said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendants the said sum of $217.20 with 8% interest and her costs herein expended; and it is further adjudged and decreed that unless the defendants Elizabeth Haines or H.P. Haines shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest at 8% from the 27th day of March, 1858. The defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceding to this Court for further order.

To the Clerk:

Issue Order of Sale to Sheriff of Union County Ohio. in the above case, returnable according to law.

D.K. Ayers, Attorney for Plaintiff.

Order of Sale. 5498.

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 29th day of March, A.D. 1858, in the cause of Lucy Guy, plaintiff, and Elizabeth Haines et.al. defendants, said Lucy Guy obtained a judgment or decree against the said Elizabeth Haines and H.P. Haines for the sum of Two hundred seventeen and 20/100 Dollars, and Seven, and 75/100 Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Elizabeth Haines and H.P. Haines, shall within five days from the 29th day of March, A.D. 1858, pay unto the said Lucy Guy, the said sum of Two Hundred and Seventeen and 75/100 Dollars with interest from the 29th day of March, A.D. 1858, at the rate of 8 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $7.75 and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgments and executions at law, to sell the real estate described in plaintiff's petition, &c.: And whereas, the five days aforesaid have fully expired and the said sum of $217.20 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 afore-

said, the following lands and tenements, to-wit: Situated in the Town of Newton, County of Union, and State of Ohio, bounded and described as follows: Being Lot No. 1 in said town, except Twenty feet off of the north on which there is a store house.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 11th day of June, A.D. 1888.

{Seal}

A. McCrory, Clerk.

By H. M. Knight, Deputy Clerk.

Sheriff's Return.

State of Ohio
Union County, ss

In obedience to the command of the Order of Sale hereto annexed, I did on the 11th day of June, 1888, summon J. N. Wright, John F. Moore and N. Dague, 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 11th day of June, A.D. 1888, 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 $260.00 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 13th day of June, 1888, 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 14th day of July, A.D. 1888, at 1 o'clock, P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did, on said 14th day of July, A.D. 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came E. Confare, who bid for the same the sum of Three Hundred and nineteen Dollars, and said sum being more than two thirds of the appraised value thereof, and said E. Confare, 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 Nineteen Dollars.

Sheriff's Fees		
Service,		30
Summoning Appraisers,	1	20
Swearing Appraisers,	1	00
Writing Appraisal,		30
Copy of Appraisal,		30
Notice to Printer,		30
Affidavit of Printer,		30
Mileage	1	24
Poundage	4	78
Total,	$9	72
Appraisers' Fees,	3	00
Printers' Fees	9	50

M. Hopkins, Sheriff.
Per F. T. K.

Proof of Publication. 5498.

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Entry. 5498.

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Court of Common Pleas, Union County, Ohio.

Lucy Guy
vs
Elizabeth Haines, et al. } Ord Order of Sale.

Proof of Publication 5498.

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, July 14th, 1888, at or about the hour of one o'clock p.m., on said day, the following described real estate, to-wit: Situate in the town of Newton, county of Union and State of Ohio, and bounded and described as follows: Being Lot No. 17 in said town except 20 feet off of the north, on which there is a store house.

Appraised at $260.00
Terms of Sale, cash.

Marion Hopkins, Sheriff of Union County, Ohio
D. H. Ayers, Attorney.

State of Ohio,
Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with June 13," 1888.

W. O. Shearer.

Sworn to and subscribed before me, this 16th day of July, 1888.

R. McCrory, Clerk.

Afterward, to-wit: On the 16 day of July, A. D. 1888, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

Entry. 5498.

Lucy Guy
vs
Elizabeth Haines, et al.

This cause came on to be heard on the return of the Sheriff of the writ of execution issued herein, with his report of his proceedings and sale of lands and tenements under said writ. And the Court having carefully examined the said proceedings, being satisfied that the said sale has in all respects been made in conformity to the provisions of the statute in such cases made and provided, finds the same to be legal, and does therefore approve and confirm the same. It is further ordered that the Sheriff make the purchaser, Ephraim Confare, a deed for the lands and tenements so sold, to-wit: In the Town of Newton, being Lot 17, in said town, except 20 feet off of the north end on which there is a store house; and a writ of possession is awarded to put the said purchaser in possession of said premises to issue after 30 days from this date. And the Court coming now to the distribution of the purchase money in the hands of the Sheriff orders that he pay, First: To the Treasurer of this County, the taxes and penalty due upon the property so sold, to-wit: $

Second: To the Clerk of this Court, the costs of this action, taxed $

Third: To the plaintiff, Lucy Guy, the amount of the judgment herein rendered with interest to this date, to-wit: the sum of $

Fourth: To the defendant P. W. Adams, the balance of said purchase money, to-wit: The sum of $

Attest R. McCrory

Plea before the Hon. John A. Price, one of the Judges of the Third Subdivision of the Tenth Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, A. D. 1888. Be it therefore remembered, that heretofore, to-wit: On the 14th day of June, A. D. 1888 Plaintiff filed his petition, which reads, in the words and figures, as follows, to-wit:

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

J. G. Coleman, Plaintiff
vs
John Vandeman, Defendant. } Petition.

Petition. 5569

J. G. Coleman, the above named Plaintiff says that there is due to him from John Vandeman the defendant, on a promissory note made by the defendant, John Vandeman dated the 22nd day of November, A. D. 1886, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Five Hundred and Eighty Seven Dollars, with interest thereon at 8% payable annually from the 22nd day of November, A. D. 1886, subject to a payment of $25.00 June 10th, 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 defendant for the sum of Five Hundred and Eighty Seven Dollars, with interest at 8% payable annually from the 22nd day of November, A. D. 1886 subject to a payment of $25.00 June 10th 1887.

Brodrick & McCampbell, Attys for Pltff.

State of Ohio, Union County, ss.

John M. Brodrick, one of the attorneys for the above named Plaintiff, being duly sworn, says that he believes the statement in the foregoing petition to be true. He further says that the said plaintiff is a non-resident of said County of Union.

John M. Brodrick.

Subscribed by John M. Brodrick in my presence, and sworn to by him before me, this day of June, A. D. 1888.

R. McCrory, Clerk of Courts.

$587.00

Marysville, Ohio, November 22nd, 1886.

Six Months after date, as principal debtors, we jointly and severally promise to pay to the order of J. G. Coleman, at the office of Brodrick and McCampbell, Marysville, Ohio, Five Hundred and Eighty Seven Dollars, for value received with interest from date until paid at eight per cent per annum payable annually. 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

Answer. 5569.

Entry. 5569.

"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 an- "
"nually after the same shall become due, together with costs of suits, and re- "
"lease all Errors and waive all right of Appeal in this behalf. "
" Witness our hands and Seals, this 22nd day of November, 1886. "
" John Vanderau {Seal} "

Answer.

J. S. Coleman
vs.
John Vanderau
} In the Court of Common Pleas,
Union County, ss.

5569.

And now comes John Vanderau, 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 Six Hundred and Thirty Four $^{95}/_{100}$ Dollars, the amount appearing due for principal and interest on said note, and also consents that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

June 14th A.D. 1888. D. H. Merchant, Atty for Deft.

Afterward, on the 14th day of June, A.D. 1888, an entry was made which reads as follows, to-wit:

Entry.

J. S. Coleman
vs
John Vanderau
} Entry.

5569.

This day came the plaintiff by Brodrick and McCampbell, his attorneys, and thereupon came D. H. Merchant, one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same Warrant of Attorney, confesses that there is due from said defendant to said plaintiff, as is alleged in said plaintiffs petition, the sum of $634.^{95}. It is therefore considered that said plaintiff do recover of said defendant the said sum of $634.^{95} 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 D. H. Merchant Clerk

Pleas before the Hon. John H. Price, one of the Judges of the 3d Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun, and held at the Court House, in the City of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered, that heretofore, to-wit: On the 19th day of April, A.D. 1888, plaintiff filed his petition, which reads, in the words and figures, as follows, to-wit:

Petition

Cyrus Moore, Plaintiff.
vs
Rodney R. Randall, Fred Stukey and John L. Adams, Defendants

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

5528.

The plaintiff says: That on the 4th day of April, 1882, the defendant Fred Stukey and John L. Adams made and delivered to the said defendant Rodney R. Randall, their promissory note of that date and thereby promised to pay to said Rodney R. Randall, or order the sum of Eight Hundred Dollars in six year thereafter with interest from date. That after the making and delivery of said note and before the same became due the defendant Rodney R. Randall, for a full, and valuable consideration, indorsed said note in blank and delivered the same to the plaintiff.

Plaintiff further says that afterward, to-wit: On the 7th day of April, 1885, when said note became due, it was duly presented to said makers for payment, and said makers refused to pay the said sum of money, or any part thereof of all of which the said Rodney R. Randall, on the day and year last aforesaid, had due and legal notice, yet neither the said makers nor the said Rodney R. Randall has paid said sum of money or any part thereof.

A copy of said note with its indorsement is hereto attached marked "A" and made part hereof.

Wherefore plaintiff prays for judgment against said defendant for said sum of Eight Hundred Dollars, with interest from April 4th, 1882 and for all proper relief.

S.S. Gardner and Cameron & Woodburn
Attorneys for Plaintiff.

State of Ohio, Union County, ss

Cyrus Moore being first duly sworn, deposes and says, that the facts stated, and allegations made in his foregoing petition are true as he believes.

Cyrus Moore.

Sworn to before me and signed in my presence this 19th day of April 1888. [seal]

A.O. Howe, Notary Public.

Note "A".

$800.00

Richwood, Ohio, April 4th, 1882.

Six years after date I promise to pay to the order of Rodney R. Randall, Eight Hundred Dollars, at 6% interest from date.

Fred Stukey
John L. Adams.

Indorsed, R.R. Randall.

To the Clerk: Issue summons for defendants returnable according to law. Indorse: Amount claimed $800. with interest from April 4th, 1882.

Cameron and Woodburn.

Summons 5528.

Sheriff's Return.

Execution.

Afterward, to wit: On the 19th day of April, A.D. 1888, a summons was issued which reads as follows, to-wit:

Summons. 5528.

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

We command you to Notify Rodney R. Randall, Fred Stukey and John L. Adams that they have been sued by Cyrus Moore in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of May, A.D. 1888 the petition of said Cyrus Moore 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 April, A.D. 1888.

Witness my hand and the Seal of said Court, this 19th day of April, A.D. 1888 at Marysville, Ohio.

Seal

R. McCrory, Clerk.

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

Received this Writ April 20th A.D. 1888 at 10 o'clock A.M. And pursuant to its command, on the 30th day of April A.D. 1888, I served the same by handing true copies of this writ with the indorsements thereon to the within named Rodney R. Randall and John L. Adams. Fred Stukey not found.

Sheriff's Fees.		
	$	¢
Service,		45
Mileage,	3.	20
Copy,		60
Total,	$4.	25

W. H. Hopkins, Sheriff.
Per F. T. K.

Amount claimed. $800.00 Interest at 6% on $800.00 from April 4th, 1882.

Cameron & Woodburn, and Gardner
Pltff's Attorneys.

To the Clerk: Issue execution to Sheriff of Union County.
Returnable according to law.

Cameron & Woodburn, Attys for Pltff

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

You are hereby commanded, to cause to be levied of the goods and chattels, and for want thereof, then of the lands and tenements in your County of Rodney R. Randall and John L. Adams the sum of Ten hundred and Ninety four Dollars, and Eight and 15/100 Dollars, costs of suit, which by the Judgment of the Court of Common Pleas, within and for the said County, at the May Term thereof, A.D. 1888, Cyrus Moore recovered against the said Rodney R. Randall, and John L. Adams with interest thereon at 6 per centum, from the 22nd day of May, A.D. 1888 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 Cyrus Moore. 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 22d day of May, A.D. 1888.

Seal

R. McCrory, Clerk. by W. W. Winget, Deputy.

Sheriff's Return.

State of Ohio, Union County, ss. } Sheriff's Return.
Sheriff's Fees.
Service .30
Mileage 2.56
Total $2.86

Received this Writ May 22nd, A.D. 1885 at 2 o'clock P.M..
No goods, chattles, lands or tenements found whereon to levy.
Returned this 24th day of May, 1885.
M. Hopkins, Sheriff.

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

Entry.

Cyrus Moore
vs
Rodney R. Randall, et al. } Entry.

5528.

This day came the plaintiff and the said Rodney R. Randall and John L. Adams having been duly served with summons and being in default for demurrer or answer to the petition the plaintiff waived the calling of a jury and this cause was submitted to the Court upon the petition of the plaintiff and the evidence. On consideration whereof the Court being fully advised in the premises, finds that the facts stated and allegations made in the petition are true. That the said John L. Adams made the note stated in the petition, and that he is jointly and severally liable thereon, and that said Rodney R. Randall indorsed said note in blank and that said note was duly and legally protected and the said Randall properly notified and that he is jointly and severally liable thereon as indorser and that there is due to the plaintiff from the defendants, Rodney R. Randall and John L. Adams upon said note set up in the petition, the sum of One thousand and Ninety four Dollars. It is therefore considered and adjudged by the Court that the plaintiff recover of said Rodney R. Randall and John L. Adams, the said sum of One thousand and Ninety four Dollars, the sum so found due together with costs herein expended.

Attest- R. McCrory Clerk

Pleas before the Hon John A. Price, one of the Judges of the 3rd Sub-division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1885. Be it therefore remembered, that heretofore to-wit: On the 30th day of June, A.D. 1885, plaintiff filed his petition which reads in the words and figures as follows, to-wit:

Petition

Caleb R. Jewett, Plaintiff
vs
Lester Oliver and W.F. Langstaff, Defendants. } In the Court of Common Pleas, Union County, Ohio.

5346.

And now comes the plaintiff and for cause of action herein against the said defendants, says: That heretofore, to-wit: On the 7th day of September, 1881, the defendants executed and delivered to plaintiff under the name of O.R. Jewett, their promissory note of which the fol-

lowing is a copy with the indorsements thereon.

$500. September 7th, 1881.

One year after date, we promise to pay to the order of C. R. Jewett Five Hundred Dollars at interest eight per cent, value received.

Lester Oliver
W. F. Laugstaff.

Said note is indorsed as follows:

Interest paid up to September 7th, 1884. Plaintiff says that he is the legal owner and holder of said note and that there are no other credits or indorsements thereon and that there is now due and owing to him by the said defendants on said note the sum of Five Hundred Dollars with eight per cent interest thereon from September 7th 1884 for which sum and interest he prays a judgment against the said defendants.

T. B. Fulton, Atty for Pltff.

State of Ohio, Union County, ss:

Caleb R. Jewett, being first duly sworn, according to law says the facts stated and allegations of the foregoing petition are true as he verily believes.

Caleb R. Jewett.

Sworn to before me and subscribed in my presence by the said Caleb R Jewett this 29th day of June 1887.

[Seal]

W. W. Merchant, Notary Public.

To the Clerk: Issue summons for the defendants to Sheriff of Union County, Ohio, returnable according to law. Amount claimed $500.00 with 8 per cent interest thereon from September 7th 1884

T. B. Fulton, Atty for Plaintiff.

Afterward, on the 30th day of June, A. D. 1887, a summons was issued, which reads as follows, to-wit:

Summons 5346.

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

We command you to notify Lester Oliver and W. F. Laugstaff, that they have been sued by Caleb R. Jewett, in the Court of Common Pleas of Union County, and that unless they answer by the 30th day of July, A. D. 1887, the petition of said plaintiff against them filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 11th day of July, A. D. 1887.

Witness my hand and the seal of said Court, this 30th day of June, A. D. 1887.

[Seal]

J. C. Burgner, Clerk.

Sheriff's Return.

State of Ohio, Union County, ss:

Received this Writ, June 30, A. D. 1887, at 2 o'clock P. M. and pursuant to its command, on the 5th day of July, A. D. 1887, I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendants Lester Oliver and W. F. Laugstaff.

M. Hopkins, Sheriff.

Sheriff's Fees Service .75; Mileage 2.88; Copy .40; Total $3.73
Amount claimed $500.00 with 8% interest thereon from September 7th, 1884.

T.B. Fulton, Plaintiff's Attorney.

Answer

Caleb R. Jewett
vs.
Lester Oliver and
M.F. Langstaff

Answer of M.F. Langstaff

5346

Now comes the said defendant, M.F. Langstaff and for his seperate answer to the plaintiff herein says:- He signed the note in the petition described without consideration as to himself and merely as surety for the maker Lester Oliver, of which the plaintiff had due notice.

That the plaintiff on or about the latter part of the year, Eighteen Hundred and Eighty Four or the year Eighteen Hundred and Eighty Five (the exact date said defendant M.F. Langstaff is unable to state) did without the assent or knowledge of said defendant M.F. Langstaff and in consideration of the payment to him, the plaintiff, by the maker of said note, to-wit: Lester Oliver of the accrued interest on said note, agree with said maker Lester Oliver to extend the time for the payment of said note for said maker, one year from the time of said payment of interest. Therefore, defendant M.F. Langstaff, prays that he may go hence without day and recover his costs.

S.S. Gardner, Attorney for M.F. Langstaff

State of Ohio, Union County ss:

M.F. Canstaff, being duly sworn says the facts and allegations in the foregoing answer are true as he verily believes.

M.F. Langstaff.

Sworn to and subscribed before me, this 19th day of March, 1888.

SEAL

R. McElroy.

Afterward, on the 21st day of May, 1888, a demurrer was filed which reads as follows, to-wit:

Demurrer

State of Ohio Union County, ss:
Caleb Jewett, Plaintiff
-vs-
Lester Oliver, et al. Defendants.

Demurrer to Answer of M.F. Langstaff

The plaintiff Caleb Jewett demurs to the answer of M.F. Langstaff one of the defendants in this action on the grounds, That the answer does not state facts sufficient to constitute a ground of defense against the plaintiff.

Cole and Gales, Attys for Plaintiff.

Afterward, on the 15th day of June, 188, an entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry.

Caleb Jewett, Plaintiff.
-vs-
Lester Oliver et al. Defendants.

Court of Common Pleas,
Union County, Ohio.

This cause being heard, the demurrer to the answer, the Court on consideration sustains the same, and the defendant is allowed to amend his answer within (30 days) thirty days.

Entry.

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Entry.

Afterward, on the 16th day of July, 1888, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

Calet R. Jurtt
vs
Lester Oliver and
M.F. Laugstaff.
} Court of Common Pleas.
Union County, Ohio.

And now comes the plaintiff by his 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 $645.34/100. It is therefore considered by the Court that the said plaintiff Calet R. Jurtt recover from the defendants Lester Oliver and M. F. Laugstaff the said sum of Six Hundred and Forty Eight and 34/100 Dollars and his costs herein expended. And it being made to appear to the court that the defendant M.F. Laugstaff signed the note here sued on as surety for his co defendant the Court find that Lester Oliver is principal debtor and M.F. Laugstaff surety in the above judgment and it is ordered that execution issue accordingly.

S.S. Gardner.

Attest W.W. Emery Clerk.

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub-division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 27th day of February, A.D. 1888. Be it therefore remembered that heretofore, to-wit: On the 7th day of February, A.D. 1888, plaintiff filed his petition, which reads in the words and figures as follows, to-wit:

Petition

Lincoln E. Thomas, Plaintiff.
vs
James M. Kersey and Timothy Fahey, Defendants.

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

5490

The plaintiff says the defendant James M. Kersey, executed and delivered to him his three promissory notes, on the 18th day of December, 1886, of the following are true copies with the endorsements thereon, to-wit:

" $52.25 1st Note.

" Three months after date, I promise to Lincoln E. Thomas
" or bearer, Fifty-two dollars and twenty five cents, with six per cent
" interest per annum from date for value received,
" Endorsed, Paid June 10th, 1887 - $45.00 December 18th, 1886.
" James M. Kersey.
" 2nd Note.
" $52.25
" Six months after date, I promise to pay Lincoln E.

"Thomas or bearer, Fifty-two Dollars and Twenty-five cents, with six per cent interest per annum from date for value received, December 15, 1886. Endorsed, Paid September 14", $10.00 James M. Kersey. 3rd Note.

"$23.99

Nine Months after date, I promise to pay to Lincoln E. Thomas or bearer Twenty three Dollars and Ninety nine cents, with six per cent interest per annum from date for value received December 18th, 1886.

James M. Kersey.

And further plaintiff says the defendant Kersey to secure the payment of said notes executed and delivered his mortgaged deed to the plaintiff, for the following described real estate: Situate in the County of Union and State of Ohio and in the Township of Jackson. Being part of Survey No. 10240 of V. Mland, bounded as follows: Beginning at a stone in the center of the Bowen Road, 35 73/100 Rods easterly from a stone and pieces of crock, north west corner of H.A. VonBoulon's land; Thence N. 10 1/4° W. 134 46/100 rods to a stone; Thence N. 79 3/4° E 11 59/100 poles to a stone; Thence S. 10 1/4° E. 134 56/100 Rods to a stone in the center of the Bowen Road aforesaid, thence S. 79 2° W. 11 59/100 Rods to place of beginning containing 10 Acres more or less, with conditions therein as follows: That whereas the said James M. Kersey has executed and delivered to the said Lincoln E. Thomas his three promissory notes of even date herewith one note for $52.25, due in 3 months from date; one note for $52.25 due in 6 months from date; one note for $23.99 due in 9 months from date, all bearing interest at 6 per cent from date. Now if said James M. Kersey his heirs assigns executors or administrators shall well and truly the aforesaid promissory notes according to the tenor thereof to the said Lincoln E. Thomas or assigns then the above deed shall be void, otherwise to be and remain in full force and virtue in law. Plaintiff says the said mortgage was duly recorded October 22" 1887 in Union County Records, Volume 24 Page 448, and that said mortgage has become absolute by reason of the non payments of said notes according to the tenor thereof. That there is now due and unpaid on said notes the sum of Eighty three dollars and fifty five cents. Plaintiff says that the defendant Timothy Fahey claims to have some interest in said Real Estate, and asks that he be required to set up the same. Wherefore plaintiff prays judgment against the defendant James M. Kersey for said sum of $83.55, with interest from the 18' day of February, 1886, and that said mortgage may be foreclosed, and that in default of the payment of the judgment so to be rendered, by a day to be named by the Court. That an order of sale issue to the sheriff of said County of Union, requiring him to appraise, advertise and sell said described land as upon execution, and out of the proceeds of said sale he pay said judgment, interest and costs.

P.R. Kerr, Attorney for Plaintiff.

State of Ohio, Union County, ss:

P.R. Kerr, being sworn says he is the attorney of the plaintiff in the above action and that the same is founded upon

Summons 5490

Sheriff's Return.

Entry 5490.

instruments of writing for the payment of money and that the same are in his possession and that he believes the statements in the foregoing petition to be true.

P. R. Kerr.

Sworn to before me and subscribed in my presence this 7th day of February, 1888.

Seal

J. D. Burgner, Clerk.

The Clerk will issue summons to Sheriff of Paulding County Ohio for the defendant James M. Kersey.

Indorsed: Foreclosure of Mortgage. Amount claimed $53.55.

P. R. Kerr, Attorney for Plaintiff.

And afterwards, On the 7th day of February, A. D. 1888, a summons was issued, which reads as follows, to-wit:

State of Ohio

Summons. Union County, ss.

5490

To the Sheriff of the County of Paulding, Greeting:

We command you to notify James M. Kersey that he has been sued by Lincoln E. Thomas in the Court of Common Pleas of Union County, and that unless he answer by the 10th day of March, A. D. 1888 the petition of said plaintiff Lincoln E. Thomas against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 20th day of February, A. D. 1888.

Witness my hand, and the seal of said Court, this Seventh day of February, A. D. 1888.

Seal

John D. Burgner, Clerk.

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

Received this Writ February 9th A. D. 1888, at 4 o'clock P. M. and pursuant to its command, on the 15th day of February, A. D. 1888, I served the same by delivering to the within named James M. Kirsey, a certified copy hereof and endorsements thereon.

Sheriff's Fees	
Service,	30
Mileage,	80
Copy,	20
Return,	30
	$1.60

Edward O. Swain, Sheriff of Paulding County, Ohio.

Indorsed: In action for Money. Amount claimed $53.55

P. R. Kerr, Plaintiff's Atty.

Afterward; on the 29th day of March, A. D. 1888, an entry was made, on the Journal by the Clerk of said Court, which reads as follows, to-wit:

Entry. Lincoln E. Thomas, Plaintiff } Action for Foreclosure.
vs
James M. Kersey, Defendant }

5490. This day this cause came on to be heard upon the motion of the plaintiff for judgment and decree upon the

petition of the plaintiff, and the defendant having failed to answer or demur to plaintiff's petition, and the Court being fully advised in the premises, finds that the plaintiff is entitled to decree of foreclosure of mortgage as claimed in his petition and that there is due thereon the sum of $53.85. And it is further ordered that said mortgage described in said petition be and the same is hereby foreclosed. And it is further ordered unless the defendant pay said sum of $53.85 with interest thereon from February 27th 1888, and the costs herein taxed at $, within five days from this date, then that an order of sale be issued by the Clerk of this Court directed to the Sheriff of said county of Union, commanding him to appraise, advertise and sell the lands described in said mortgage, according to law, and bring the proceeds thereof into Court for further orders.

R. R. Kerr, for Plaintiff.

Waiver of Process

5490.

Lincoln E. Thomas, Plaintiff
vs.
James M. Kersey and
Timothy Fahey, Defendants.

Court of Common Pleas
Union County, Ohio.
Waiver.

The defendant Timothy Fahey hereby waives the issuing and service of process and enters his appearance in the above entitled case.

Timothy Fahey.

Order of Sale.

5490.

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 29th day of March, A.D. 1888, in the cause of Lincoln E. Thomas, Plaintiff, and James M. Kersey and Timothy Fahey, Defendant, said Lincoln E. Thomas obtained a judgment or decree against the said James M. Kersey, for the sum of Eighty-three and 55/100 Dollars, and Five and 25/100 Dollars, costs of suit: And whereas, it was then and thereby said Court ordered, adjudged and decreed, that the said James M. Kersey shall within 5 days from the 29th day of March, A.D. 188 , pay unto the said Lincoln E. Thomas the said sum of Eighty-three and 55/100 Dollars with interest from the 29th day of March, A.D. 188 , at the rate of 8 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $5.25 and upon default to pay the same, that an order of sale issue to the Sheriff of this County, commanding him to procud according to the statue regulating judgments and executions at law, to sell the real estate described in Plaintiff's petition, &c: And whereas the 5 days aforesaid having fully elapsed, and the said sum of $83.55 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to procud, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the Township of Jackson, County of Union and State of Ohio, bounded and described as follows: Being a part of Survey No. 10240 of Virginia Military lands. Beginning at a stone in the center of the Bown Road, 35 79/100 Rods east from a stone and pieces of Crock N. W. Corner of Hd. Von Houtons land; Thence N. 10¼ W. 134 76/100 poles to a stone; Thence N. 79¾° E. 1 89/100 poles to a stone; Thence S. 10¼° E. 134 56/100 poles to a stone in the center of the Bown Road, aforesaid; thence S.

Sheriff's Returns

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We therefore command you, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you proceed 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 26th day of April, A.D. 1888.

Seal

R. McCrory, Clerk.

Sheriff's Returns

State of Ohio Union County, ss:

Sheriff's Fees		cts
Service,		30
Summoning Appraisers		1.20
Conveying Appraisers,		1.50
Writing Appraisal,		30
Copy of Appraisal,		30
Notice to Printer,		30
Affidavit to Printer,		30
Mileage,	4.	00
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Total,	12.	25
Appraisers' Fees,	3.	50
Printer's Fees	12	50

In obedience to the command of the Order of Sale hereto annexed I did on the 14th day of May, 1888, summon W. H. Cowright, D. F. Parsons and H. C. Hamilton three disinterested Freeholders, residents of said County, who were by me duly sworn to visit and appraise the lands and tenements therein described, and afterward, on the 14th day of May A.D. 1888, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Forty Dollars per acre. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 17th day of May, 1888, 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 16th day of June, A.D. 1888, at 1 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did on said 6th day of June, A.D. 1888, at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came Lincoln E. Thomas, who bid for the same the sum of Twenty-seven Dollars per acre and said sum being more than two-thirds of the appraised value thereof, and said Lincoln E. Thomas 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-seven Dollars per acre.

M. Hopkins, Sheriff

Afterward, on the 22d day of June, A.D. 188, the following Proof of Publication was filed with the Clerk of said Court:

Lincoln E. Thomas vs James M. Kersey } Sheriff's Sale. Court of Common Pleas, Union County, Ohio. Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union county, Ohio, I will offer for sale, at the north door of the Court House in Marysville, Ohio, on Saturday, June 16th, 1888, at or about the hour of 1 o'clock p.m. on said day, the following described real estate, to-wit: Situated in the township of Jackson, County of Union, State of Ohio, bounded and described as follows: Being a part of Survey No. 10241 of Virginia Military Lands; Beginning at a stone in the center of the Bowers road, 35.79 rods east from a stone and pieces of brick, northwest corner of H.A. Van Cleaves land; Thence north 1 3/4 degrees west 134.42 poles to a stone; Thence north 79 3/4 degrees east 11.89 poles to a stone; thence south 1 1/4 degrees east 134.36 poles to a stone in the center of the Bowers road aforesaid; thence south 72 1/2 degrees west 11.89 rods to the place of beginning, containing ten acres, more or less.

Appraised at $40 per Acre.

Upton Hopkins, Sheriff Union Co. Ohio

May 17th 1888.

State of Ohio, County of Union, } ss.

I, W.H. Stoutt, do make oath that the advertisement of which the annexed is copy, was published for 5 weeks, to-wit: May 3d, 24th and 31st and June 7th and 14th, A.D. 1888, in the Richwood Gazette, a weekly newspaper, printed in and being of general circulation within said county, and of which I am editor.

W.H. Stoutt.

Sworn to and subscribed before me, this 22d day of June, A.D. 1888.

Seal

A.C. Sowl, Notary Public.

Afterward, on the 16th day of July, A.D. 1888, the following Cross Petition was filed with the Clerk of said Court, to-wit:

Cross Petition. 5490.

Lincoln E. Thomas vs James M. Kersey and Timothy Fahey | Cross Petition.

And now comes the defendant Timothy Fahey, and enters his appearance herein, and says that he holds a mortgage upon the lands described in Plaintiff's petition, executed by said Lincoln E. Thomas and wife and that the same was executed to secure the payment of a promissory note of $190, on which is now due $195.00. That at the time of the execution of said note and mortgage, said Lincoln E. Thomas was the owner of and in possession of said premises, and said mortgage was duly filed for record in the Recorders of Marysville, Ohio, prior to the execution of the mortgage to the plaintiff by the defendant James M. Kersey. Wherefore, defendant Fahey asks that his said claim be allowed

Entry 5490. Petition. 5586.

as the first and best lien upon said premises and paid out of the proceeds of said sale.

P. R. Kerr, for Defendant Timothy Fahey

State of Ohio, Union County, ss.

P. R. Kerr being sworn says he is the attorney for Timothy Fahey in the above case and that said defendant is a non resident of said County of Union and that he believes the allegations in the foregoing answer and Cross Petition to be true.

P. R. Kerr

Sworn to before me and subscribed in my presence this 16th of July, 1888.

R. W. McCrory, Clerk.

Afterward on the 6th day of July A. D. 1888, the following entry was made on the Journal by the Clerk of said Court, towit:

Lincoln E. Thomas
vs
James M. Kersey, et. al.

Entry.

Entry.

5490.

This day this cause came on to be heard upon the motion of the plaintiff to confirm the sale, and the court being fully advised in the premises and it appearing to the Court that said sale had in respects been regular and according to law and the order of the Court, do sustain said motion, and said sale is hereby confirmed, and said Sheriff is ordered to convey said premises to the purchaser, Lincoln E. Thomas, upon his payment of the amount for which said premises were sold to him, and the Court coming now to the distribution of the proceeds of said sale, said Sheriff is hereby ordered to pay out of the proceeds of said sale 1st. The costs in this action taxed $35.11; 2nd. The taxes due upon said land, towit: $42.67; 3rd To the defendant Timothy Fahey the amount due him to-wit: $195.00; 4th The balance if any to the plaintiff Lincoln E. Thomas

P. R. Kerr, Attorney for Plaintiff

Attest. R. W. McCrory Clerk

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub-division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the city of Marysville Union County, Ohio, on the 21st day of May A. D. 1888.

Be it therefore remembered, that heretofore to-wit: On the 16th day of July, A. D. 1888, plaintiff filed his petition which reads in the words and figures as follows, to-wit:

State of Ohio,
Union County, ss. } In the Court of Common Pleas.
W. T. Wood
vs
Philip C. Adams and G. M. Patrick.

Petition.
5586.

W. T. Wood, the above named plain-

tiff says that there is due to him from Philip C Adams and G. W. Patrick defendants, on a promissory note made by the defendants, dated the 14th day of September, A.D. 1887, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of one hundred and forty (140.00) Dollars, with interest thereon at 8 per cent from the 14th day of September 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 defendant for the sum of One hundred and forty ($140.00) Dollars, with interest at 8 per cent from the 14th day of September, A.D. 1887.

T. T. Arthur, Atty for Pltff.

State of Ohio, Union County ss.

The above named plaintiff, being duly sworn says that he believes the statement in the foregoing petition to be true. He further says that the above pleading is founded upon a written instrument for the payment of money, which instrument is now in

affiants

Subscribed by T. T. Arthur in my presence, and sworn to by him before me this 16" day of July, A.D. 1887.

R. McCrory, Clerk.

$140.00

Marysville, Ohio, Sept. 14th, 1887.

Nine months after date, for value received, we or either of us, promise to pay W. T. Wood, or order, One Hundred and forty Dollars, at Marysville, Ohio, with 8 per cent. after date and 8 per cent. after due.

And we hereby dispense with demand payment, protest and notice of non payment of this note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, to confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said Note, and interest on the same at the rate of 8 per cent per annum, after the same shall become due, together with costs of suit, and release all Errors and Writs of Error and waive the stay of execution and all right of appeal in this behalf.

Philip C Adams
G. W. Patrick.

Post Office, Broadway.
County, Union
State, Ohio.

Answer. 5586.

W. T. Wood
vs
Philip C Adams and
G. W. Patrick

In the Court of Common Pleas,
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
Dollars and
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Entry. 5586.

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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.

John M. Brodrick, Atty for Deft.

Afterward, on the 16th day of July, 1885, the following entry was made on the Journal by the Clerk of said Court, to wit:

Entry. W. S. Hood vs Philip C. Adams and G. W. Patrick } Entry

5586. This day came the Plaintiff by F. J. Arthur Attorney, and thereupon came John M. Brodrick one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $149.20. It is therefore considered that said plaintiff do recover of said defendant the said sum of $149.20 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest. [illegible] Clerk

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville Union County, Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered, that heretofore, to-wit: On the 6th day of February, A.D. 1888 plaintiff filed her petition which reads, in the words and figures as follows, to-wit:

Petition. Sophia L. Hook, Plaintiff vs George W. Hook, Defendant } In the Court of Common Pleas. Union County, Ohio.

5489. Your petitioner Sophia L. Hook of the said County of Union, represents that she has been a resident of the State of Ohio for the year last past, and is at present a bona fide resident of the said County of Union. Your petitioner further represents that on or about the 26th day of October, 1882, at Marysville in the County of Union and State of Ohio, she was lawfully married to George W. Hook, the defendant in this action and that she has ever since conducted herself toward the said George W. Hook as a faithful and

obedient wife. Yet the said petitioner avers that the said defendant, disregarding his duties of a husband toward your petitioner, has been guilty of gross neglect of duty to the said plaintiff. The plaintiff further says, that in the 1st day of September, 1885, the defendant wholly abandoned her, and within a year prior to that time, the said plaintiff received about Two Hundred Dollars in money, and other personal property, and that the said defendant spent all of the money and personal property in idleness and leveling and loafing, and left the said plaintiff entirely destitute, and she has dependant upon her neighbors and friends for support. The plaintiff further says that there was two children born during their wedlock, only one living, a boy, named Henry Lawrence, will be two years old this coming March 1888. Your petitioner therefore prays that she may be divorced from the said George W. Hook, and that the custody of the child may be decreed to her; and that her name may be changed back to her maiden name Sophia L. Faulkner, for such other and further relief as the nature of her case, and equity may require.

Cameron and Woodburn,
Attys for Pltff.

State of Ohio, Union County, ss.

Sophia L. Hook, being first, duly sworn says that the residence and post office address of the said George W. Hook is unknown to her, and that she has made due diligence to ascertain the same.

Sophia L. Hook.

Subscribed in my presence this 5 day of February, 1888.

J. L. Burgner, Clerk.

Afterward on the 23 day of May, A. D. 1888, the following entry was made on the Journal by the Clerk of said Court, to wit:

Entry

Sophia L. Hook
vs
George W. Hook
} Entry.

5459

This day came this cause on to be heard upon the petition and the evidence, and was argued by counsel and submitted. On consideration whereof the Court being fully advised in the premises, do find that the marriage and residence of the plaintiff are correctly stated in her petition, and that the defendant has been and is guilty of gross neglect of duty as charged in said petition, and that the plaintiff is entitled to the custody of said child. It is therefore considered and adjudged by the Court that the marriage relation heretofore existing between said parties be and the same is hereby set aside and held for naught. And it is further ordered that the custody, care, control and education of said child be, and the same is hereby decreed to the plaintiff. And it is further ordered that the plaintiff be restored to her maiden name of Sophia L. Faulkner.

Attest P. McElroy Clerk

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun, and held at the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered that heretofore, to-wit: On the 16th day of July, A.D. 1888, plaintiff filed his petition, which reads, in the words and figures as follows to-wit:

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

Timothy Fahey, doing
business as Fahey's Bank, Plaintiff

vs

D.J. Carter, Benjamin Carter,
J.R. Dixon and Samuel Bell.

Petition.

Petition.

5589.

Timothy Fahey, plaintiff, says that he is now and was at the time herein mentioned doing business as Fahey's Bank, and the above named Plaintiff says that there is due to him from D.J. Carter, Benjamin Carter, J.R. Dixon and Samuel Bell, defendants, on a promissory note made by the defendants, dated the 12th day of December, A.D. 1887, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Three Hundred and Two Dollars, with interest thereon at 8 per cent. from the 12th day of June, A.D. 1888. The plaintiff further says that he is legal owner and holder of said note, that the same is due and unpaid, and that there are no credits or indorsements thereon. Whereupon, the plaintiff asks judgment against said defendant for the sum of Three Hundred and Two Dollars, with interest at 8 per cent. from the 12th day of June, A.D. 1888, and for costs.

W.E. Scofield, Atty for Pl'ff.

State of Ohio,
Union County, ss }

W.E. Scofield, being duly sworn, says that he is the duly authorized attorney of the above named plaintiff, that this action is founded upon an instrument in writing for the payment of money only, and that such instrument is in his possession, and that he believes the statement in the foregoing petition to be true.

W.E. Scofield.

Subscribed by W.E. Scofield in my presence, and sworn to by him before me, this 16th day of July, A.D. 1888.

R. W'm Crosy, Clerk

$302.00

Six months after date, for value received, we jointly and severally promise to pay Fahey's Bank, or Order, at Marion, Ohio, Three Hundred and two Dollars, with interest at 8% after maturity upon principal and upon due and unpaid interest.

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, neither of us, at and after the date of such judgment; and our said attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals this 13th day of December, A.D. 1887.

D. J. Carter
Benjamin Carter
J. R. Dixon
Samuel Bill

P. O. Address

Due.

Answer.

Timothy Fahey, doing business as Fahey's Bank
vs
D. J. Carter, Benjamin Carter, J. R. Dixon and Samuel Bill.

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

Petition.

5546.

And now come 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 Three Hundred and four Dollars, and Twenty-nine cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

Marysville, O. July 16th A.D. 1888.

Edward E. Cole, Atty for Deft.

Afterward, on the 16th day of July, A.D. 1888, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

Timothy Fahey, doing business as Fahey's Bank
vs
D. J. Carter, Benjamin Carter, J. R. Dixon and Samuel Bill

Entry.

This day came the plaintiff by W. E. Scofield, Attorney, and thereupon came Edward E. Cole, one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of 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 $304 29/100. It is therefore considered that said plaintiff do recover of said defendant the said sum of $304 29 so aforesaid confessed to be due, to-

gether 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 R M Cleary clerk

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered, that heretofore to wit: On the 5th day of May 1888, plaintiff filed his petition, which reads, in the words and figures as follows, to wit:

R. B. Thompson, Plaintiff.
vs
Albert M. Campbell, Benjamin Daugherty and A. M. Daugherty, his wife, Defendants.

Petition

Court of Common Pleas, Union County, Ohio.

5546.

For a first cause of action against said defendant Albert M. Campbell, the plaintiff R. B. Thompson says there is due to him from said Albert M. Campbell on the promissory note of said Albert M. Campbell, the sum of Fifty Dollars with interest from July 30th 1886, at six per cent. per annum of which promissory note, the following is a copy with all the credits and endorsements thereon to-wit:

July 30th 1886.

Twelve months after date, I promise to pay to the order of R. B. Thompson, Fifty dollars, value received, with interest at 6% per annum.

Albert M. Campbell

The following credits are on said note: Recived August 13, 1887 on within $28.00

September 12" 1887 By Cash $10.00

And for a second cause of action against said Albert M. Campbell, the plaintiff says that there is due to him from said Albert M. Campbell on the promissory note of said Albert M. Campbell the sum of Twenty dollars with interest from the 30th day of July, 1886 at 6 per cent per annum, of which promissory note the following is a copy with all the credits and endorsements thereon, to-wit:

July, 30th 1886.

Eighteen months after date, I promise to pay to the order of R. B. Thompson, Twenty Dollars, value recived with interest at 6% per annum.

Albert M. Campbell

The following endorsements are on said note: July 30, 1886, I

hereby sign over the within note to G. Runell."
G Runell Richmond Chuck Rower Co.
Per O.B. Rowlett Pres. "Union National Bank, Richmond, Ind,"
"Pay Farmer's Bank, Marysville, Ohio, Cashier or order for account of Union National Bank, Richmond Ind. John K. Jones, Cashier." "Pay C.W. Southard Cash for collection, Richmond Chuck Rower Co. W.C. Shuhmaker, Secy."

The said note now belongs to R.B. Thompson, Plaintiff. And for a third cause of action, the plaintiff says that to secure the payment of the above described promissory notes (and another of like date for $50. due in nine months from date, which has been paid.) all dated July 30, 1886, and made by the said Albert McCampbell payable to the order of said R.B. Thompson, plaintiff as follows: note described in first cause of action due in one year from date, and note described in second cause of action due in eighteen months from date, both of which notes are past due, according to the tenor and effect thereof the said Albert McCampbell, duly executed and acknowledged and delivered to the plaintiff, his certain mortgage deed bearing date on the 30th day of July, 1886 and thereby conveyed to the plaintiff in fee simple free from all rights, the following described lands: Situate in the County of Union, State of Ohio and Village of Marysville: Lot No. 278, formerly 261 in S.O. Lee's Addition to Marysville, Ohio, for further particulars, reference is hereby to the recorded plat of Marysville, Ohio.

Said mortgage deed was duly filed for record with the Recorder of Union County, Ohio, at his office, July 31st 1886 at 9 o'clock, A.M. and was duly recorded in Vol. 21, Page 535 of his mortgage records. The said mortgage deed has a condition thereunder written that in case the said Albert McCampbell should pay or cause to be paid unto the said R.B. Thompson each of said promissory notes when and as they respectively become due with the interest, then said deed should be void otherwise to be and remain in full force. That said Albert McCampbell has wholly failed to pay said two promissory notes described in the first and second cause of action hereof, though the same are past due, wherefore said mortgage deed has become absolute. On the 14th day of May, 1887, said Albert McCampbell conveyed said premises to Benjamin Daugherty, defendant, by deed dated May 14th 1887 and recorded Vol. 57, Page 189 of Deed Records, Union County, Ohio. The said Albert McCampbell has or claims some lien of said Lot No. 278, by mortgage from said Benjamin Daugherty. Said plaintiff asks that he be required to answer and set up his said claim or be forever barred. The said A.M. Daugherty is the wife of said Benjamin Daugherty. Wherefore the plaintiff asks for judgment against the said Albert McCampbell under the first cause of cause for the sum of Fifty Dollars, with interest at six per cent per annum from July 30th 1886, with a credit of $28.00 Aug. 13th, 1887 and $10. Sept. 12th, 1887, and under the second cause of action for the sum of Twenty Dollars with interest at six per cent. per annum from July 30th 1886, that said premises be sold as upon execution to satisfy plaintiff's said mortgage indebtedness from said Albert McCampbell and the judgment by plaintiff so to be obtained, that the respective rights, claims and liens of the plaintiff and of said Albert McCampbell, be marshalled and de-

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termined by the court for costs and for such other and further relief as law and equity may require.

Cole and Bales, Attys for Plff

State of Ohio,
Union County, ss.

R. B. Thompson, being first duly sworn according to law says that he is the plaintiff in the above action and that the facts stated and allegations in his foregoing petition are as he believes true.

R. B. Thompson.

Sworn to and subscribed before me this 5th day of May, 1888. Seal

W. H. Merchant
Notary Public.

R. B. Thompson
vs
Albert McCampbell
Benjamin Daugherty
A. M. Daugherty.

To the Clerk:

Issue summons in the above entitled case to Sheriff of Union County, Ohio, for Benjamin Daugherty and A. M. Daugherty and to Sheriff of Hardin County, for Albert McCampbell, returnable according to law. Indorse, amount claimed by plaintiff $70.00 with 6% per cent. interest from July 30th, 1886.

Cole and Bales, Attorneys for Plaintiff.

Afterward, on the 5th day of May, A. D. 1888, a summons was issued, which reads as follows, to-wit:

Summons. State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

5546 We command you to notify Benjamin Daugherty and A. M. Daugherty, his wife, that they have been sued by R. B. Thompson, in the Court of Common Pleas of Union County, and that unless they answer by the 2nd day of June, A. D. 1888 the petition of said plaintiff, R. B. Thompson against them filed, in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 14th day of May, A. D. 1888.

Witness my hand and the seal of said Court, this 5th day of May, A. D. 1888. Seal

R. McCleary, Clerk.

State of Ohio, Union County, ss.

Sheriff's Return. Received this writ May 7th, A. D. 1888, at 10 o'clock A. M. and pursuant to its command, on the 9th day of May, A. D. 1888, I served the same by handing true copies of this writ with the endorsements thereon to the within named Benjamin Daugherty and A. M. Daugherty.

Sheriff's Fees		
Service,		45
Mileage		16
Copy		40
Total	1.	01

M. Hopkins, Sheriff
Per F. S. Hall

Endorsed: In action for foreclosure of Mortgage. Amount claimed $70.00 with 6% from July 30th, 1886.

E. E. Cole & Bales, Plaintiff's Attys.

Afterward, on the 5th day of May A.D. 1888, the following, summons was issued, to wit:

Summons. State of Ohio, Union County ss:

5546. To the Sheriff of the County of Hardin, Greeting:

We command you to notify Albert M. Campbell that he has been sued by R. B. Thompson, in the Court of Common Pleas of Union County, and that unless he answers by the 2nd day of June, A.D. 1888 the petition of said plaintiff R. B. Thompson against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 14th day of May, A.D. 1888.

Witness my hand, and the seal of said Court, this 5th day of May, A.D. 1888.

Seal

R. McGrory, Clerk.

Sheriff's Returns. The State of Ohio, Hardin County, ss.

Received this Writ May 7th, A.D. 1888, at 10 o'clock A.M. and pursuant to its command, on the 8th day of May, A.D. 1888, I served the same by delivering a certified copy hereof with the endorsements thereon to the within named defendant.

Sheriff's Fees		
Service		30
Milage	3	20
Copy		25
Return		25
Total	$4	00

John S. Scott, Sheriff
Hardin Co. Ohio.

Petition. Endorsed: In action for foreclosure of Mortgage. Amount claimed $70.00 with 6% from July 30th, 1886.

5532. E. E. Cole & Bales, Plff's Attys.

Afterward, on the 5th day of June 1888, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to wit:

Court of Common Pleas, Union County, Ohio.

Entry. Russell B. Thompson, Plaintiff
vs.
Albert M. Campbell, et al. Defendants.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the court find that the defendants Albert M. Campbell, Benjamin Daugherty and A. M. Daugherty, his wife, has been duly served with summons in this case and that they are in default for answer and demurrer, and that the allegations are thereby confessed by them to be true, and that there is due the plaintiff from the defendant Albert M. Campbell on the promissory notes set forth in the petition with interest to the first day of this term the sum of $35.05.

The court further find that in order to secure the payment of said notes the defendant Albert M. Campbell executed and delivered to said Russell B. Thompson the plaintiff, his certain mortgage as in the petition described and on the premises therein described, that said mortgage was duly record-

id, in Book 21, 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 that the conditions of said mortgage have been broken.

It is therefor considered by the Court that the plaintiff recover from the defendant the said sum of $38.15 and his costs herein expended.

And it is further adjudged and decreed that unless the defendant, Albert McCampbell shall within 3 days from the entry of this decree, pay or cause to be to the Clerk of this Court, the costs of this case, and to plaintiff herein, the sum so found due as aforesaid with interest from the 21st day of May, 1858, the defendants equity of redemption, be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff, Union County, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Attest B McCorry clerk

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub-division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1858. Be it therefor remembered, that heretofore, to-wit: On the 27th day of April, A.D. 1858, plaintiff filed his petition which reads, in the words and figures as follows, to-wit:

Mitchell T. Rogers Plaintiff
vs
Elizabeth L. Rogers, Defendant } Court of Common Pleas, Union County, Ohio.

Petition.

5532.

The plaintiff says that he has been a resident of the State of Ohio, for the year last past, and is at the present, a bona fide resident of the County of Union and State of Ohio. The plaintiff says that on or about the 1st day of February, 1853, he was lawfully married to the defendant. The plaintiff says that on or about the 16th day of November 1851, the said defendant left the plaintiff and ever since she has wholly disregarded all of her marital duties toward the plaintiff and for more than three years last past, been wilfully absent from plaintiff. The Plaintiff says that there were born, during their marriage, three children, Cordelia, Anna and Sherman Rogers, and that his two daughters Cordelia and Anna are both of age and married; and that his son Sherman is single, and past twenty-two years of age. The plaintiff prays that he may be divorced from the defendant, and such other and proper relief as the iquity of the case may demand.

Cameron and Woodburn
Attys for Pltff.

To the Clerk:

Issue summons and copy of petition to Sheriff of Auglaize County, Ohio, returnable according to law.

Cameron and Woodburn, for Pltff.

Afterward, on the 27th day of April, A.D. 1888, a summons was issued which reads as follows, to-wit:

Summons. State of Ohio, } To the Sheriff of Auglaize County.
Union County }

5532. You are commanded to notify Elizabeth L. Rogers that Mitchell T. Rogers 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 wilful absence, and asking that he may 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 7th day of May, A.D. 1888.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 27th day of April A.D. 188.

{Seal} R. M. Emory, Clerk.

Received 9 o'clock A.M., on the 28th day of April, A.D. 1888; and on the 5th day of May, A.D. 1888, I served the same by delivering to the within-named Elizabeth L. Rodgers, a true copy thereof, together with the petition for divorce.

Wm. Schulenberg, Sheriff.

Sheriff's Fees.		
Service		.30
Copy		.16
Mileage		.72
Docket		.25
Return		.25
Postage		.02
	$1.	.70

Afterward, on the 14th day of June, A.D. 1888, the following entry was made on the Journal by the Clerk of said Court, to-wit: Now came

Entry 5532. the plaintiff, and the defendant having been duly served with a summons and a copy of the petition herein, and having failed to appear, the court find defendant in default for answer and demurrer to said petition, and find the allegations thereof are confessed by her to be true. The court also find that the plaintiff at the time of filing his petition, his petition had been a resident of the State of Ohio, for one year next preceding the same, and was at the time a bona fide resident of this county of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced, that the defendant has been guilty of wilful absence for more than three years 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 marriage contract heretofore existing between the said Mitchell T. Rogers and Elizabeth L. Rogers be, and the same is dissolved, and both parties are released from the obligations of the same. It is further ordered by the court that the plaintiff pay costs of this action. Cameron & Woodburn.

Attest R. M. Emory Clerk

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House in the City of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered, that heretofore to-wit: On the 27th day of April, A.D. 1888, plaintiff filed her petition, which reads, in the words and figures as follows, to-wit:

Petition. 5533.

Roxana Holden, Plaintiff
vs
Edmond B. Holden, Defendant } Court of Common Pleas
Union County, Ohio.

The plaintiff says she has been a resident of the State of Ohio for the year last past and is at the present a bona fide resident of the County of Union. And that on or about the 4th day of June, 1887 at Big Springs, Logan County, Ohio, she was married to the defendant and that she has ever since conducted herself toward the said Edward B. Holden as a faithful and obedient wife. The plaintiff says that on or about the 22d day of September, 1887 the said defendant left her and has wholly abandoned the said plaintiff; has failed and wilfully neglected to provide the plaintiff with the common necessaries of life, so that plaintiff has been compelled to live upon the charity of friends and her own exertions ever since the marriage.

The plaintiff says that she has never seen or heard anything of the whereabouts of the said Edmund B. Holden since he left on the 22d day of September last 1887. And that she has used reasonable diligence to ascertain the same, and has failed to learn anything concerning him. The plaintiff further says that on the 17th day of June 1887, less than two weeks after their marriage, an infant child was born, and is now living. Therefor the plaintiff prays that she may be divorced from the defendant, and that she may be decreed to have reasonable alimony, and the custody of the said infant child, and such other relief as is proper.

Cameron & Woodburn,
Attys for Pl'tff.

The State of Ohio, Union County ss:
Roxana Holden, being duly sworn, says that the facts and allegations stated in her foregoing petition are true as she verily believes.

Roxana Holden.

Sworn to and subscribed in my presence, this 27th day of April, 1888.

Jas S. McCampbell, Notary Public.

Afterward, on the 14th day of June, A.D. 1888, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

Entry.

Now came the plaintiff, and the defendant having been

legally served summoned by publication and having failed to appear, the court find defendant in default for answer and demurrer to said petition and find that the allegations thereof 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 were married as in said petition set forth. The Court further upon the evidence adduced that the defendant has been guilty of gross neglect of duty, as set forth in her petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Roxana Holden and Edmund B. Holden 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 infant child of the parties be, until further order confided to the plaintiff. And the defendant is hereby enjoined from interfering in any manner with the said infant child, or with the plaintiff in the custody of said child. It is further considered by the Court that the plaintiff pay the costs in this action.

Attest R M Crosy Clerk, Cameron and Woodburn.

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub-Division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House, in the Town of Marysville, Union County, Ohio, on the 21st day of May, A.D. 1888. Be it therefore remembered that heretofore to wit: On the 2d day of April, A.D. 1888, plaintiff filed his petition, which reads, in the words and figures as follows, to-wit:

Petition. 5535.

Levi Smuffin, Plaintiff. vs Stephen Williams, Defendant. | In the Court of Common Pleas of Union County, Ohio.

The plaintiff says that the defendant is indebted to him on a certain promissory note of which the following is a copy:

$300.00

Marysville, Ohio, March 23d, 1887.

One year after date, for value received, I promise to pay Levi Smuffin or order at the office of Brodrick and McCampbell, Marysville Ohio, Three Hundred Dollars with interest from date at the rate of eight 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 favor of the State of Ohio, waive the issuing and service of process against me, and confess judgment in favor of the legal holder of the above against me for the amount that may be due, with costs of suit, and to waive and release all errors in said proceeding, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals. Stephen Williams."

On the 25th day of March A.D. 1887, and to secure said note, the said defendant, who was and now is, an unmarried man, executed and delivered to said plaintiff his mortgage deed of that date and thereby conveyed to said plaintiff, the following described premises, to-wit: Situated in the Township of Allen, County of Union and State of Ohio. Part of Virginia Military Surveys Nos. 2875, 2980 and 2981. Beginning at a stone in place of two lynn trees and a sugar tree, and in the center of the road leading from Milford Center to Rattlesburg, and in the original Survey Corner. Thence with the center of the road leading to Darby Creek, and with the Surrey line, southwest 20 poles to a stone. Thence south east, parallel with the Milford road 12 poles to a stone. Thence northeast, parallel with the Darby road 20 poles to the center of the Milford road. Thence with the center of said Milford road 12 poles to the place of beginning, containing One and One-half (1½) Acres, more or less."

The condition contained in said mortgage was, in substance, that if the said Stephen Williams, the defendant should pay or cause to be paid to said plaintiff the above mentioned promissory note when the same should become due, with the interest thereon, then said mortgage to be void, otherwise to be and remain in full force and effect in law.

On the 25th day of March, 1887 at 6 o'clock P.M. said mortgage was filed with the Recorder of said Union County, Ohio and the same was duly recorded in Volume 25 Page 57, of the Records of Mortgages of Union County Ohio.

Said Mortgage deed has become absolute. There is due and remaining unpaid on said indebtedness the sum of Three Hundred Dollars with 8 per cent interest thereon payable annually from March 23d, 1887.

Plaintiff asks judgment against defendant for said sum of three-Hundred-Dollars, with eight per cent. interest therein payable annually from March 23d, 1887. 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 & McCampbell
Attorneys for Plaintiff

The State of Ohio }
County of Union ss. }

Levi Snuffin, the plaintiff, being sworn, makes oath, that the facts stated in the foregoing petition are, as affiant believes, true.

Levi Snuffin.

Sworn to by said Levi Snuffin, before me, and signed by him in my presence this 28th day of April, A.D. 1888.

{Seal}

R. McCrory Clerk.

Clerk: Issue summons to the defendant, to Sheriff of Union County Ohio, Returnable according to law. Indorse: Action for money and

foreclosure of mortgage. Amount claimed $300.00 @ 8% int. from Mch. 23", 1888 payable annually.

Brodrick & McCampbell
Attys for Plaintiff.

Afterward on the 27" day of April the following summons was issued, to wit:

Summons

State of Ohio, Union County ss

To the Sheriff of the County of Union:

5535

We command you to notify Steven Williams that he has been sued by Levi Snuffin in the Court of Common Pleas of Union County, and that unless he answer by the 26" day of may A.D. 1888, the petition of said plaintiff Levi Snuffin against him filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due returns of this summons on the 7" day of May A.D. 1888.

Witness my hand and the seal of said Court, this 28" day of April A.D. 1888.

Seal

R. McCrory Clerk.

Received 2 oclock P.M. on the 28" day of April, A.D. 1888. and on the 2" day of May A.D. 1888. I served the same by delivering a copy with indorsements thereon to the within named Steven Williams.

M. Hopkins. Sheriff.
By F.F. Wall. Deputy.

Sheriff's fees.		
Service		30
Mileage.	1	28
Copy.		20
Return.		
Total.	1	78

Afterward on the 1" day of June. A.D. 1888. an entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:

Entry

5535

Court of Common Pleas, Union County Ohio

Levi Snuffin Plaintiff
vs.
Stephen Williams Defendant

This day this cause came on for hearing. and the defendant being in default for answer and demurrer the Court find the allegations of the petition are confessed by him to be true, and that there is due to said plaintiff from said defendant the sum of three Hundred and Twenty-Eight and 90/100 Dollars. ($328 90/100. with 8% interest thereon from June 1st, 1888. It is therefore considered by the Court that the said plaintiff do recover of said defendant the said sum of $328. 90/100 with 8% interest from June 1" 1888, and his costs herein expended taxed at $, and execution is awarded therefor,

The Court further find that in order to secure the prompt

payment of said note in said petition described, the defendant executed and delivered to said plaintiff his certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume, 25 page 57 of the Records of Mortgages of Union County, Ohio; and is the first and best lien on the premises described in the petition,

It is therefore considered and adjudged that unless the defendant shall within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of the Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the 1st day of June 1888, at the rate of eight per centum per annum, according to the terms of said mortgage deed, 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, Ohio; directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

Brodrick & McCampbell Attys for Plff.

To the Clerk:

Issue order of sale in case of Smiffin vs Williams, on premises described in petition. Returnable according to law.

Brodrick & McCampbell Attys for Plff.

Order of Sale.

183.

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 1st day of June A. D. 1888, in the cause of Levi Smiffin Plaintiff, and Steven Williams Defendant, Said Levi Smiffin obtained a judgment or decree against the said Steven Williams for the sum of Three-hundred and Twenty-eight 70/100 Dollars, and Six 70/100 Dollars costs of suit:

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Steven Williams shall within 3 days from the 1st day of June, A. D., 1888, pay unto the said Levi Smiffin the said sum of Three-hundred and Twenty-eight 70/100 with interest from 1st day of June, A. D., 1888, at the rate of 8 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $6.70/100 and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition; And whereas the the 3 days aforesaid have fully expired and the said sum of $328.70/100 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to wit: Situated in Township of Allen, County of Union and State of Ohio, bounded and described as follows: part of Virginia Military Survey No. 2875, 2980 and 2981, Beginning at a stone in place of two Lynn trees and a Sugar tree, and in the center of the road leading from Milford Center to Pottersburg and in the Original Survey Corner, Thence with the center of the road leading to Darby Creek, and with the Survey line South West 20 poles to a stone thence S. E. parallel to the Milford road 13 poles to a stone; thence

N. E. parallel to the Darby Road, 20 poles to the center of the Milford Road Thence with the center of the said Milford Road 12 poles to the place of beginning containing One Acre and one-half (1½) 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 9th day of June, A. D., 1888.

Seal

R. McCrory. Clerk.

Sheriff's Return

State of Ohio, Union County s.s. } In obedience to the command of the Order of Sale hereto annexed I did on the 9th day of June 1888, summon J. B. Whelply, Dwight Webb and H. C. Vosbury. three disinterested free-holders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described and afterward, on the 9th day of June, A. D. 1888, 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 675 00/100 Dollars.

Returned this 20th day of June 1888 by order of Plaintiff's Attorney.

M. Hopkins. Sheriff.

Sheriff's Fees.	$	c
Service.		30
Levy.		
Summoning Appraisers.	1	20
Swearing Appraisers.		
Conveying Appraisers.	1	00
Writing Appraisal.		30
Copy of Appraisal.		30
Notice to Printer.		
Writing Notice.		
Mileage.	1	68
Poundage.	5	04
Return.		
Total.	4	82
Appraisers Fees.	3	00
Printers Fees.		

Attest R McCrory Clerk

Petition

5482

Copy of Note.

Second Cause of Action.

Third Cause of Action.

Pleas before the Hon. John A. Price, one of the Judges of the 3rd Sub-Division of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House, in the Town of Marysville, Union County, Ohio. on the 27th day of Feb., A. D. 1888. Be it therefore remembered that heretofore to wit: On the 28th day of Jan. A. D. 1888.

Plaintiff filed their petition which reads in the words and figures as follows, to wit:

David Sharer, Daniel A. March and Harry Sharer, Partners under the firm name and Style of "Sharer, March & Company" Plaintiffs.

vs.

Margaretta Mitchell & Henry Mitchell Defendants.

Court of Common Pleas

Union County Ohio.

Petition

First Cause of Action.

5482

The plaintiffs say, that they are a firm doing business under the firm name and style of "Sharer March & Company." That the defendants, Margaretta and Henry Mitchell her Husband are indebted to them in the sum of $91 42/100 which they claim with interest at eight per cent from the 23rd day of October, A. D., 1886, on a promissory note, of which the following is a copy, with all credit and indorsements.

Copy of Note.

$91 42/100 Marysville, O., Oct. 23rd, 1886.

On or before the 23rd day Oct. A. D., 1887, we or either of us promise to pay "Sharer, March and Company" or bearer, the sum of Ninety-one and 42/100 Dollars for value received with interest at eight per cent from date

Margaretta Mitchell.

Henry Mitchell.

On said note the following indorsements appear.

Nov. 30th,	1886	Recd	$10.00
Jan. 13th	1887	"	10.00
Jan. 25th	1887	"	10.00
Mch. 12th	1887	"	10.00

Second Cause of Action.

At the time of delivering said Note, and to secure the payment of the same, the defendants duly executed and delivered to plaintiffs their Mortgage deed, conveying the following premises.

The East half of the East half of Inlot Number 5 of said village of Marysville, said Mortgage was conditional that if the said Margaretta Mitchell or Henry Mitchell should pay or cause to be paid unto the said Sharer, March and Company or bearer their promissory note of even date herewith calling for the sum of Ninety-one Dollars and forty-two cents ($91.42) and due in one year from October 23rd, 1886. with interest at eight per cent from date, then these presents should be void; other wise to be and remain in full force and vertue.

On the 2nd day of November A. D., 1886 at 2½ o'clock, P. M. said mortgage was duly left for record at the Recorders office of Union County, Ohio, and was duly recorded in Book 21, Page 610. of his records.

Third Cause of Action.

That since the execution said Mortgage (of said note, the defendant and delivery

Margaretta Mitchell departed this life and left as her children and Heirs, William Mitchell aged 18 years, and Carrie Mitchell aged 17 years, whom the plaintiffs pray, may be made parties defendant in this action.

Fourth Cause. Said deed has become absolute, the conditions of which having been long since broken.

Fifth Cause. The plaintiffs therefore pray that said Mortgage may be foreclosed, that said premises be ordered appraised, advertised and sold according to law, and out of the proceeds arising from such sale, that the plaintiffs be first paid the amount found due them by this Court, and such other relief as is just and equitable.

L. L. Arthur, Atty for Plaintiff.

The State of Ohio } ss.
Union County }

Havid Sharer one of the above named plaintiffs in this action says, that the facts stated and allegations made in his foregoing petition are true as he verily believes.

Havid Sharer sworn to before me and subscribed in my presence this 28th day of Jan. A. D., 1888.

Seal J. Q. Burgner Clerk.

To the Clerk of Union County:

You will please issue summons in the foregoing case returnable according to law against Henry Mitchell also for William Mitchell aged 18 years and Carrie Mitchell aged 17 years, last two minors and living with their father Henry Mitchell in Marysville, Ohio.

L. L. Arthur Atty. for Plffs.

Afterward on the 28th day of Jan. A. D. 1888, the following summons was issued to wit:

Summons 5482

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

We command you to notify Henry Mitchell - also William Mitchell aged 18 years and Carrie Mitchell aged 17 years (last two named are minors living with their father Henry Mitchell) that they have been sued by Sharer and March in the Court of Commons Pleas of Union County and that unless they answer by the 26th day of Feb. A. D., 1888, the petition of said plaintiffs against them filed in the Clerks Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 6th day of Feb. A. D., 1888.

Witness my hand and seal of said Court, this 28th day of Jan. A. D., 1888.

Seal. J. Q. Burgner, Clerk.

Sheriffs Returns. Recived at 10 o'clock A. M. Jan. 28th A. D., and on the 2nd Feb. A. D., 1888 I served the same by handing a true copy of this summons with indorsements thereon to Henry Mitchell also a copy

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Answer of Guardian 5482

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Foreclosure and Order of Sale 5482.

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for each minor herein named.

M. Hopkins Sheriff.

Sheriffs Fees.		
Service.		75
Mileage.		16
Copy.		75
Return.	1	66
Total	3	32

Answer of Guardians

5482

Sharer, March & Co.,
vs.
Margaretta Mitchell et. al. ‖ Court of Common Pleas, Union County, Ohio.
Answer of Guardian Ad Litem

And now comes William Mitchell and Carrie Mitchell by E. E. Cole their attorney and Guardian Ad Litem, and by that they are infants of tender years, that they are ignorant of the facts in plaintiffs petition, and therefore deny the same and pray the Court to protect their interest in this case.

E. E. Cole
Guardian Ad. Litum for
said infant defendants.

Entry

5482

Afterward on the 27th day of Feb., 1888. an entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:

Court of Common Pleas, Union County Ohio. ss

Sharer and March Pltff
vs.
W. Mitchell et. als Defl. ‖ Entry.

It appearing to the Court that the defendants William Mitchell aged 18 years and Carrie Mitchell aged 17 years having been duly and legally served with summons herein and have neglected for twenty days from return of summons served upon them to apply for a guardian Ad. Litum on motions of the plaintiff E. E. Cole is hereby appointed Guardian for the suit for said minor defendants.

And now comes the said E. E. Cole, and in open Court accepts said appointment. And filed his answer.

Foreclosure and Order of Sale

5482.

Sharer, March and Company
vs.
Margaretta Mitchell et. als.. ‖ Entry of Foreclosure and Order of Sale.

This cause came on for hearing on the petition of plaintiffs, the answer of the Guardian Ad. Litum heretofore appointed in this case and the evidence, and was submitted to the Court: on consideration whereof the Court find, that defendants Margaretta Mitchell and Henry Mitchell her Husband, executed and delivered to the plaintiffs, Sharer, March and Company, the mortgage deed in the petition described and on the premises therein described, that said mortgage was duly recorded in Book 21, Page 610 of the Records of Mortgages of Union County and is the first and best lien on the premises described in the petition.

The Court further find that the condition of defeasance in said Mortgage has been broken, and that the said plaintiffs are there-

by entitled to have the defendants equity of redemption foreclosed—
It is therfore considered and decred that unless the said defendants shall within 10 days from the Entry of this decree, pay or cause to be paid, to the Clerk of this Court, the costs in this Case the sum of $58.00, and to said plaintiffs with interest at 8 per cent from the date of this decree, according to the terms of said Mortgage deed the defendants equity of redemptions be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of said Union County directing him to sell said premises as upon execution, and bring the proceeds into this Court for further order.

Attest— R.H. Conry Clerk

Pleas before the Hon. John A. Price one of the Judges of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House, in the Town of Marysville, Union County, Ohio, on the 27th Feb. A.D. 1885. Be it therefore remembered that heretofore to wit: On the 1st day of Feb. A.D. 1885, the plaintiff filed his petition which reads in the words and figures as follows, to wit:

Petition. 5493.

Kate A. Walters
vs.
Charles E. Walters & Emma Walters his Wife. ‖ Court of Common Pleas
Union County Ohio.

Copy of Note. "A" $70.00 Richwood Ohio, Jan. 27th 1885

One year after date, I promise to pay to the order of Kate A. Walters Seventy Dollars ($70.00) for value received, with Interest at 8% from date until paid.

Charles E. Walters.

First Cause of Action. The defendant Charles E. Walters is indebted to plaintiff in the sum of Seventy Dollars which plaintiff claims with interest thereon at 8 per cent from the 27th day of Jan. 1885 on a promissory note a copy of which is hereto attached marked "A".

There are no credits or indorsements thereon.

Second Cause of Action. At the time of delivering said note and to secure the payment of the same the Defendants Charles E. Walters and Emma Walters his Wife duly executed and delivered to plaintiff their Mortgage Deed conveying the following described premises, including the releasing right of Dower of said Emma Walters, situated in the village of Richwood County of Union and State of Ohio and known as Lot Numbered Six-hundred and Ninety four (694) in H.L. Marriott second addition to said village of Richwood. Said Mortgage was conditioned in substance— that if said Charles E. Walters should pay or cause to be paid to plaintiff or order, said promissory note according to the tenor thereof then said mortgage should become null & void— otherwise to be and remain in full force and virtue in law forever.

On the 30th day of January 1885 at 4 o'clock P.M. said Mortgage was filed in the office of the Recorder of said County and was duly recorded in Vol. 21, Page 155 of the Mortgage Records of said County of Union.

The plaintiff there prays judgment against said defendant Chas. E.

Summons 5493

Sheriffs Return. 5493

Entry 5493

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Charles E. Walters in said sum of Seventy Dollars with eight per cent interest thereon from Jan. 27th 1885 & that said premises be sold and the proceeds applied to the payment of said Judgment and for all proper relief.

S.S. Gardiner Atty for Pltff.

State of Ohio, Union County s.s. } Kate A. Walters plaintiff being duly sworn says the facts and allegations in the above Petition contained are as she believes true. Kate A. Walters.

Sworn to and subscribed before me the 7th day of Feb. 1888.

Seal. W. J. Ruckers.

Notary Public for Union County Ohio.

And afterward on the 11th day of Feb. A. D. 1888, a summons was issued which reads as follows, to wit:

Summons 5493

State of Ohio
Union County s.s. ‖ To the Sheriff of the County of Union Greeting:

We command you to notify Charles E. Walters and Emma Walters his Wife that they have been sued by Kate A. Walters, in the Court of Common Pleas of Union County, and that unless they answer by the 10th day of March, A. D. 1888 the petition of said plaintiffs Kate A. Walters against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 25th day of Feb. A. D., 1888.

Witness my hand and the seal of said Court this 11th day of Feb. A. D., 1888.

Seal. R. McCrory, Clerk.

Sheriffs Return. 5493

Received this Writ at 12 o'clock M. the 11th day of Feb. A. D. 1888 and on the 13th day of Feb. A. D. 1888. I served the same by leaving a true copy of Summons with endorsements thereon at the place of Residence of the within named Charles E. Walters and Emma Walters.

M. Hopkins. Sheriff.

Sheriff's Fees		
Service.		45
Mileage.	2	56
Copy.		40
Return.		
Total.	3	41

Afterward on the 6th day of April, A. D. 1888 an entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:

Entry 5493

Kate A. Walters,
vs
Charles E. Walters. ‖ Court of Common Pleas,
Union County, Ohio.

And now came the plaintiff by her attorney and the defendants Charles E. Walters being in default for answer and demurrer to the Petition of the plaintiff the Court find that said Defendant have both been legally served with summons in this case and that the allegations of the Petition are confessed by them to be true and that there is due the Plaintiff from the Defendant Charles E. Walters on said note the sum of $70.00 with Interest thereon from Jan. 27th 1885 at eight per cent.

The Court also find that the Defendants Charles E. Walters and

Emma Walters, his Wife, to secure the payment of said note executed and delivered their Mortgage Deed in the Petition described and on the premises therein described and that said Mortgage was duly recorded in Vol. 21 Page 155 of the Records of Mortgages of Union County and is the first and best lien on the premises described in the Petition and the said Emma Walters released her Right of Dower therein.

The Court further find that the condition of defeasance in said Mortgage has been broken and that said Plaintiff is thereby entitled to have the Defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the said Defendants shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs in this case and to the said Plaintiff the sum of $89[illegible] with interest from the 6th day of April 1888 according to the terms of said Mortgage and — the Defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County only, directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Order of Sale. 5493.

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

Whereas, at a Term of the Court of Common Pleas held at Marysville in and for said County, on the 6th day of April, A. D., 1888 in the cause of Kate A. Walters, Plaintiff, and Charles C. Walters and Emma Walters his Wife Defendant, said Kate A. Walters obtained a judgment or decree against the said Charles C. Walters and Emma Walters, for the sum of Eighty-nine Dollars and Sixty cents and — — — Dollars costs of suit; And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Charles C. Walters et. Als. shall forthwith in five days from the 6th day of April, A. D., 1888, pay unto the said Kate A. Walters the said sum of Eighty-nine Dollars and Sixty cents with interes from the 6th day of April, A. D., 1888, at the rate of 6 per cent. per annum, and to the Clerk of this Court the costs of this action herein taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the Statue regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition, : And whereas, the five days aforesaid have fully expired and the said sum of $89[illegible] 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 and sell, as aforesaid the following lands and tenements, including the — of the right of dower of said Emma Walters to wit: Situated in the village of Richwood, County of Union and State of Ohio, bounded and described and known as Lot Number 694 in H. L. Marriotts Second edetion to said village of Richwood.

We therefore command you, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above discribed Real Estate, under the Statue regulating sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and

Sheriff's Return

Proof of Publication

interest, as specified therein; and that you make 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 10th day of May, A. D., 188,.

Seal.

R. McCrory Clerk.

Sheriffs Return

State of Ohio
Union County ss.

In obedience to the command of the Order of Sale here to annexed I did on the 14th day of May 1888, summon W. H. Corkright, H. L. Parsons and H. C. Hamilton 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 14th day of May, A. D., 1888, 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 I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 17th day of May, 1888, 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 16 day of June, A. D., 1888, at 1 o'clock. P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did on the said 16th day of June, A. D., 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale. Not sold for want of bidder.

5493.

Sheriff's Fees.

Service,		30
Summoning Appraisers,	1	20
Writing Appraisal.		20
Copy of Appraisal,		20
Notice to Printer,		20
Mileage.	2	56
Total.	4	66
Appraisers' Fees.	3	00
Printers' Fees.	4	60

M. Hopkins Sheriff.

Proof of Publication

State of Ohio.
Union County, ss.

I, W. H. Stoutt, do make oath that the advertisement, of which the annexed is a copy, was published for five weeks, to-wit: May, 17th, 24th, 31st, and June, 7th, and 14th, A. D., 1888, in the Richwood Gazette, a weekly newspaper, printed in and being of general circulation within said County, and of which I am editor.

Seal.

W. H. Stoutt.

Sworn to and subscribed before me, this 22nd day of June. A. D., 1888.

A. C. Love. Notary Public.

Afterward on the 22nd day of June, A. D., 1888, the following proof of Publication was filed with the Clerk of said Court.

Kate A. Walters,
vs.
Charles E. Walters et. als.

Sheriffs Sale.
Order of Sale.
Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on the Saturday, June 16th, 1888, at or about

the hour of one o'clock P. M. on said day, the following described real estate to-wit:

Situated in the village of Richwood, County of Union, State of Ohio, and bounded and described and known as lot No. 694 in H. L. Marriott's second addition to said village of Richwood. Appraised at $500.

Marion Hopkins

May 17," 1888, p f $9.60 Sheriff Union County, Ohio.

Attest. R M Cleary. Clerk,

Pleas before the Hon. John A. Price one of the Judges of the 8" Subdivision of the 10" Judicial District of the State of Ohio, at a term thereof begun and held at the Court House, in the Town of Marysville, Union County, Ohio, on the 28" day Feb., 1888. Be it therefore remembered that heretofore, to-wit: On the 22" day Sept., 1887, Plaintiff filed his Petition in Partition which reads in the words and figures as follows, to-wit.

Reuben Freshwater, Abe Freshwater,
Jane Cartmell, Amanda Freshwater,
Louisa Freshwater, David Freshwater by
R. M. Henderson, his Attorney in fact
Susan Vanskiver, Edward Freshwater by (Minor)
John Mc. Howell, his Guardian
Clark Freshwater, by John Mc. Howell, his Guardian (Minor)
Anna Freshwater, Sarah Haron by
R. M. Henderson her Attorney in fact,
Mary Burns.
The Heirs and legal representatives of the Estate of William Freshwater
deceased Plaintiff

vs.

Israel Slack Administrator (de bonis non of the Estate of William Freshwater
deceased Defendant.

Petition

5386

First Cause.

In the Court of Common Pleas, Union County, Ohio

Reuben Freshwater one of the Plaintiffs in this action says: That the Plaintiffs in this action are the heirs and only heirs of William Freshwater deceased, the said William Freshwater made a will which was duly probated in the Probate Court in the said County of Union on the — day of 1887. Said will directed that all of the Real Estate belonging to said estate be sold and the proceeds be divided to these Plaintiffs. This Plaintiff further says that on the 1" of April, 1887, there remained unsold nineteen Town Lots in "Freshwater Addition" to the village of Marysville in said County belonging to said Estate.

The Plaintiff further say, on the 26" day of May last the Plaintiffs in this action came together and mutually agreed to appraise and apportion the said nineteen Town Lots among said Plaintiffs so as each one shall have at least one or more of said Lots, and did appraise and apportion said lots as follows:

	No. Lot	Price per Lot.
Reuben Freshwater.	417	$165.00
" "	420	$146.00
" "	419	$178.50
" "	425	$101.00
" "	426	$107.50
" "	427	$101.00
Abe Freshwater.	428	$ 90.50
" "	429	$ 62.50
" "	430	$ 55.00
Jane Cartmell.	407	$170.00
Amanda Freshwater.	408	$175.00
Louisa Freshwater.	411	$160.00
David Freshwater. by	412	$165.00
R. M. Henderson. Atty in fact.		
Susan Vanskiver.	413	$160.00
Edward Freshwater by Guard	424	$150.00
Ann Freshwater.	423	$160.00
Clark Freshwater. by Guard.	422	$150.00
Sarah Hann by her Atty.	421	$155.00
Mary Burns.	418	$165.00

The Plaintiffs further says the money paid to and by these heirs was to be paid as follows: One-third at the time of confirmation and the ballance in two equal payments with six per cent interest annually.

The Plaintiffs asks the Court to confirm this their appraisement and apportionment and that part of said will relating to the said lots be declared null and void.

H. J. King, Atty for Pltffs.

State of Ohio. Union County. ss. } Reuben Freshwater, one of the Plaintiffs, being duly sworn says: He believes the facts stated and Allegations in the foregoing petition to be true. Rube Freshwater.

Sworn to and subscribed in my presence this 22" day of Sept. A. D., 1887

Seal. John D. Burgner, Clerk

Reuben Freshwater et. al Plaintiffs

vs.

Israel Slack Defendants.

To the Clerk:

Issue Summons for Israel Slack Defendant in the above returnable according to Law.

H. J. King Atty for Pltffs.

Sept., 22," 1887.

Summons

6386

Afterwards on the 22" day of Sept., A. D., 1887 a summons was issued which reads as follows, to-wit:

State of Ohio,
Union County, ss
We command you || To the Sheriff of the County of Union -- Greeting:
to notify Israel Slack Administrator de bonis non of

the Estate of William Freshwater Deceased that he has been sued by Ruben Freshwater, Abe. Freshwater, Jane Cartmill Amanda Freshwater Louisa Freshwater, David Freshwater, Susan Vanskiver, Edward Freshwater by John McDowell his Guardian, Clark Freshwater by John McDowell his Guardian, Anna Freshwater, Sarah Mann, and Mary Burns the Heirs and Legal Representations of Wm Freshwater Decd. in the Court of Common Pleas of Union County, and that unless he answers by the 22nd day of Oct. A. D. 1887 the petition of said Plaintiffs against him filed in the Clerks Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due returns of this Summons on the 3rd day of October A. D., 1887.

Witness my hand and the seal of said Court, this 22nd day of Sept., A. D. 1887

(Seal) John D. Burgner. Clerk.

State of Ohio,
Union County, ss. ‖ Sheriffs Return.

Sheriffs Return — Received 2 O'clock P. M. Sept. 22nd, 1887 and on the 24th day of Sept. A. D. 1887 I served the same by handing a true Copy of Writ with Endorsements hereon to the within named Defendant Israel Slack. Admr. &c.

M. Hopkins Sheriff.

5386.

Sheriffs Fee		
Service		30
Mileage		16
Copy		20
Total		66

Reuben Freshwater et. als.
vs. No. 5386 — In Partition.
Israel Slack Admr &c.
Also
Amanda Freshwater
vs No. 5496 — In Partition.
David B. Freshwater et. als.

Entry — This day came on these said causes of action No. 5386 and No. 5496 to be heard by the Court on the motion to consolidate said causes.

And the Court having heard Counsel in both of said Causes do find that they both relate to the same subject matter and therefore the Court order that said two cases be and the same are hereby consolidated into one cause and the case so consolidated is ordered to be carried on under No. 5496.

Afterward on the 16th day of Feb., A. D. 1888, the following Petition for Partition was filed in the office of Clerk of Court of Common Pleas for the County of Union and State of Ohio.

Petition for Partition — In the Court of Common Pleas, of Union County, Ohio.
Amanda Freshwater and her Husband Julius H. Freshwater — Pltffs
vs.
David B. Freshwater, Reuben Freshwater and Wife Amy Freshwater, Abe Freshwater and Wife Alice Freshwater, Edward Freshwater, Annie Freshwater, Louisa Freshwater, Clark Freshwater (a minor over 14 years old and John R. McDowell Guardian of said minor,) Sarah Mann and

5496

her husband Philipp Hawn, Jane Cartmell and her husband John Cartmell, Susan Van Skiver, and her husband John Van Skiver and Mary Burns, all the Heirs at Law, of William Freshwater Deceased, and Israel Slack Administrator de-bonis-non of the estate of William Freshwater Deceased. Defendants

Petition for Partition.

Plaintiff Amanda Freshwater says that she has a legal title to and is seized in fee Simple of an Estate of inheritance, as a daughter and one of the heirs at law of William Freshwater deceased of the undivided One twelfth (1/12), part of the following described Real Estate situated in survey No. 3331 and being part of the same land conveyed to William Freshwater deceased, by Peter Housh and Wife by deed dated April 28," 1866. Recorded in Volume 29 Page 188 Deeds Union County Ohio.

Said land being and lying within the incorporated village of Marysville, Union County Ohio, and known as and being in William Freshwater's addition to said village; and said premises are known as Lots numbers as follows, to wit:

Old number, Four-Hundred and Seven "407," New Number, Four-Hundred and Twenty four, "424," Old Number, four-Hundred and Eight, "408," New Number, Four-Hundred and Twenty Five, "425," Old Number, Four-Hundred and Eleven, "411," New Number, Four-Hundred and Twenty-Eight, "428," Old Number, Four-Hundred and Twelve, "412," New Number, Four-Hundred and Twenty-Nine, "429," Old Number, Four-Hundred and Twenty-Nine, "429," New Number, Four-Hundred-and Forty-Six, "446," Old Number, Four-Hundred and Thirty, "430," New Number, four-Hundred and Forty-Seven, "447," Old Number, Four Hundred and Thirteen, "413", New Number, Four-Hundred and Thirty, "430," Old Number, Four-Hundred and Seventeen, "417," New Number, Four-Hundred and Thirty-Four, "434," Old Number, Four-Hundred and Eighteen, "418," New Number, Four Hundred and Thirty-five, "435," Old Number, Four-Hundred and Nineteen, "419," New Number, Four-Hundred and Thirty-Six, "436," Old Number, Four-Hundred and Twenty, "420," New Number, Four-Hundred and Thirty-Seven, "437," Old Number, Four-Hundred and Twenty-One, "421," New Number, Four-Hundred and Thirty-Eight, "438," Old Number, Four-Hundred and Twenty-Two, "422," New Number, Four-Hundred and Thirty-Nine, "439," Old Number, Four-Hundred and Twenty-Three, "423," New Number, Four-Hundred and Fourty, "440," Old Number, Four-Hundred and Twenty-Four, "424," New Number, Four Hundred and Forty-One, "441," Old Number, Four-Hundred and Twenty-five, "425," New Number, Four-Hundred and Forty-Two, "442," Old Number, Four-Hundred and Twenty-Six, "426," New Number, Four-Hundred and Forty-Three, "443," Old Number, Four-Hundred and Twenty-Seven, "427," New Number, Four-Hundred and Forty Four, "444" Old Number, Four Hundred and Twenty Eight, "428", New Number, Four-Hundred and Forty-five, "445".

Plaintiff says that David B. Freshwater, Reuben Freshwater, Abe Freshwater, Edward Freshwater, Annie Freshwater, Louisa Freshwater, Clark Freshwater a minor over 14 years whose Guardian is John B. McDowell, Sarah Hawn, Jane Cartmell, Susan Van Skiver & Mary Burns are tenants in common with Plaintiff in said described premises in the following proportions to wit:-

One-Twelfth (1/12) to David B. Freshwater, One-Twelfth (1/12) to Reuben Freshwater, One Twelfth (1/12) to Abe Freshwater, One Twelfth to 1/12) to Edward Freshwater.

One-Twelfth (1/12) to Anna Freshwater, One-Twelfth (1/12) to Louisa Freshwater, One-Twelfth (1/12) to Clark Freshwater, One-Twelfth (1/12) to Sarah Haven, One Twelfth (1/12) to Jane Cartmell, One-Twelfth (1/12) to Susan Van Skiver, One-Twelfth (1/12) to Mary Burns and One Twelfth to this Plaintiff Amanda Freshwater.

Plaintiff desires to have her interests in said described premises set off to her in severalty, and there prays that Partition may be made by the Court, of the aforsaid described premises, and if that can not be done with out manifest injury that such preceedings may be had in the premises as are authorized by law.

Amanda Freshwater
By B. F. Freshwater her atty.

The State of Ohio, } ss
Delaware County }

Amanda Freshwater Plaintiff in the foregoing action being first duly sworn according to law, dis poses and says the allegations and averments in the foregoing Petition are true as she believes.

Amanda Freshwater

Sworn to before me, and by her subscribed in my presence, this — day of Feb., A. D., 1888.

{Seal} Wertar B. Albright,
Notary Public, Delaware County, Ohio.

Fees 40¢ — not paid.

Waiver of Notice. 5496

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as he ma

Reuben Freshwater, et.als. }
vs }
Answer. Israel Slack, Adm &c. } No. 6386.
of Guardian
6386.

Answer of Guardian filed Feb. 18," 1888.

In the above named case I was the Guardian of Clark Freshwater and Edward Freshwater consented to the arrangement of the heirs in the distribution of lots in the Freshwater addition and bid off one lot in each of their names and them and now belive the arrangement was a good one and satisfactory all around and advise the Confirmation of the same.

John R. Mc. Powell.

In the Court of Common Pleas of
Union County, Ohio } Amanda Freshwater and her husband
Julius H. Freshwater } Plaintiffs
vs
David B. Freshwater, Reuben Freshwater and wife Amy Freshwater, Abe Freshwater and wife Alice Freshwater, Edward Freshwater, Anna Freshwater, Louisa Freshwater, Clark Freshwater, a minor over 14 years old and John Mc. Powell Guardian of said minor, Sarah Haven and her husband Philipp Haven, Jane Cartmell and her husband John Cartmell, Susan Van Skiver and her husband John Van Skiver and Mary Burns, all the heirs at law of William Freshwater deceased and Israel Slack Administrator de-bonis-non of the Estate of William Freshwater deceased. — Defendants

Entry. 5496.

Petition for Partitions

Answer. Answer of Clark. Freshwater, A Minor. Filed March, 15," 1888.

Now comes Clark. Freshwater, by John R. Mc. Powell, his Guardian and for answer herein says that he admits the Allegations in Plaintiffs petition continued and wdives the service of summons and notice and enters his appearance herein, and consents to the partition of the lands described in Plaintiffs Petition, and prays the Court to grant Partition of said premises

as prayed for in the Plaintiffs Petition, and for such other and further relief as he may be entitled to in Equity and the hands of the Court.

Clark Freshwater by his
Guardian J. R. McHowell.

Waiver of Notice.

5496

Afterward to wit: On the 15th day of March, 1888. the following Waiver of Notice, Service & Summons in Partition was made on the Journal by the Clerk of the Court of Common Pleas for the County of Union and State of Ohio which reads as follows, to-wit:

Amanda Freshwater and her husband Julius Freshwater Plaintiffs
vs.
David B. Freshwater, Reuben Freshwater, and wife Amy Freshwater, Abe Freshwater and wife Alice Freshwater, Edward Freshwater and Anna Freshwater, Louisa Freshwater, Clark Freshwater a minor over 14 years old and John R McHowell Guardian of said minor, Sarah Haun and her husband Philipp Haun, Jane Cartmell and her husband John Cartmell, Susan VanSkiver and her husband John VanSkiver and Mary Burns, all the heirs at law of William Freshwater deceased, and Israel Slack Administrator de-bonis-non of the estate of William Freshwater deceased.
Defendants.

In the Court Common Pleas.
Union County Ohio

Petition for Partition.

We hereby waive the issuing and service of summons and notice in the above entitled cause, and enter our appearance herein.

Abe. Freshwater, Alice Freshwater. Edward Freshwater, Anna Freshwater, Louisa Freshwater. Sarah Haun. Philipp Haun. Jane Cartmell, John Cartmell. David B Freshwater, Mary Burns by B. F. Freshwater their Atty.

Afterward to-wit: On the 16th day of March A. D.. 1888, an Entry was made on the Journal by the Clerk of Court of Common Pleas for the said County of Union, State of Ohio which reads as follows, to-wit:

Entry.

5496.

Amanda Freshwater
James Freshwater
vs.
David B. Freshwater et. als.

In the Court Common Pleas.
Union County. Ohio.
Entry.

This day came on this cause to be heard on the Petition and Cross Petition in this Consolidated case whereupon the Court being fully advised in the premises do find said Plaintiff is entitled to Partition as prays for and that Reuben Freshwater is entitled to Partition as prayed for in his Cross Petition.

It is therefore considered ordered and decreed by the Court that partition be made of said lands in said Petition described giving to Amanda Freshwater, one-twelfth thereof, Abe Freshwater one-twelfth, Alice Freshwater one-twelfth, Edward Freshwater one-twelfth, Anna Freshwater, one-twelfth, Clark Freshwater-one-twelfth, Louisa Freshwater-one-twelfth one-twelfth, Sarah Haun one-twelfth Jane Cartmell, David B. Freshwater and Mary Burns and to Reuben Freshwater each one-twelfth, and that the Sheriff of this County by the oaths of W.m Goff, George W. Court and J. W. Silton, three disinterested free-holders of the vicinity be make

partition of said Real Estate in the × above stated and assigne
to each of said × in common one twelfth part thereof.

Afterward to wit: On the 16th day of March, A. D., 1888, the following Cross Petition was made on the Journal by the Clerk of Court of Common Pleas for the County of Union and State of Ohio, which reads as follows, to wit:

Cross-Petition

Amanda Freshwater and
James Freshwater
vs
David B. Freshwater, et als.

5496.

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

Now comes Ruben Freshwater and filed this his amended petition under the Consolidation of this Case with No. 5386 and says he is the owner in fee simple of one twelfth of the real estate in said petition described as tenant in Common with said David, Abe, Edward, Anna, Louisa, Clark, Sarah, Jane, Susan, Mary, and Amanda Freshwater, who are also entitled to one twelfth of said real estate.

Therefore this said Ruben Freshwater asks and order of Partition of said premises.

H. J. King.
J. W. Robinson Attys for Ruben Freshwater, et als

State of Ohio, Union County, } ss

H. J. King being duly sworn deposes and says he is attorney for Ruben Freshwater, in the above case and he is authorized by this said Court to verify this his Cross-Petition and he is personally knowing to the foregoing statement to be true.

H. J. King.

Sworn to before me and signed in my presence this 16th day March, 1888.

Seal

R. McGrory Clerk

Afterward, to-wit: On the 19th day of March, A. D. 1888, a Writ of Partition was made on the Journal by the Clerk of Court Common Pleas for the said County of Union State of Ohio which reads as follows, to-wit:

Writ of Partition 5496.

To the Sheriff of Union-Greating:

Court Common Pleas, Union County, Ohio.
Writ of Partition No. 5496

We command you, this day without delay, by the oaths of William Goff, George St. Court and C. Houston, you cause partition to be made of the following described premises, situate in the County of Union, and State aforesaid, to-wit: And known as Freshwaters Addition to the Villiage of Marysville and known as lots Nos. Old No. 424, 425-428-429-446-447-430-434-435-436-437-438-439-440-441-442-443-444- and 445: among the persons herein named, and in the following proportions, to-wit: To Amanda Freshwater-one-twelfth part, to Abe Freshwater one-twelfth part, to Alice Freshwater one twelfth part, to Edward Freshwater one twelfth part, to Anna Freshwater, one-twelfth, to Clark Freshwater one-twelfth part, to Louisa Freshwater one-twelfth part, to Sarah Hanon one-twelfth part, to Jane Cartmill one-twelfth part to David B. Freshwater one-twelfth part, to Mary Burns-one-twelfth part to Ruben Freshwater one-twelfth part, in pursuance of an order lately in our Court of Common Pleas, within and for said County of Union in a certain civil action, wherein the said Amanda Freshwater and

Sheriffs Return

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Cost. Fees

Commissioners Report.

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434-440
Nos. 442
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Entry

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James Freshwater are Plaintiffs, and the said David B. Freshwater et. als. 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 16th day of March, A. D., 1888.

Seal.

R. McCrory. Clerk,
By W. M. Wright Deputy.

Sheriff's Return.

Sheriff's Fees		
Service		30
Mileage		16
Executing Writ	1	20
Report of Com.		25
Total	1	91
Court. Fees.	3	00
	4	91

Sheriff's Return

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of G. W. Court, Wm Goff, and C. Houston causing said partition to be made, as will appear by the report of the Commissioners, herewith returned.

Given under my hand this 17th day of March 1888.

M. Hopkins. Sheriff.

Commissioners' Report.

Commissioners' Report.

Amanda Freshwater.
vs.
David B. Freshwater et. als.

Court Common Pleas,
Union County ss

In Partition.

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County we, the undersigned Commissioners, after being first duly sworn, And upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same at ——— Lot. Nos. 424-425-434-435-436-at $150.00 per lot. Nos. 125-124-430-437-438-439-440-441-443- at $125.00 per lot. Nos. 446-447-445-444-at $75.00 per lot Nos. 442 at $100.00.

Given under our hands, this 17th day of March, A. D. 1888.

George W. Court
Wm Goff
C. Houston. } Commissioners.

Afterward, to-wit: On the 19th day of March, 1888, an Entry was made on the Journal by the Clerk of Court Common Pleas for the said County of Union and State of Ohio which reads as follows, to-wit:

Entry

5496.

Amanda Freshwater et. als
vs
David B. Freshwater et. als.

Court Common Pleas, Union County, Ohio.
Entry. 5496

This day came the parties and submitted this cause to the Court on the report of the Sheriff and Commissioners in partition and thereupon said Report is confirmed by the Court and it appearing that said premises will not bear partition and that a lawful appraisement has been made of said lots, and neither of the parties electing to take said lots at the appraisements thereof, it is considered ordered and adjudged by the Court that said premises be sold according to law and that an order of sale issue to the Sheriff of this County commanding him to advertise and sell

said premises in lots as appraised according to law on the terms of 1/3 cash in hand and 1/3 in one year and 1/3 in two years with interest from Sale to be secured by Mortgage.

Afterward, to-wit: On the 20th day of March A. D. 1888, an Entry was made on the Journal by the Clerk of said Court Common Pleas for the County of Union, State of Ohio, which reads as follows, to-wit:

Entry. Amanda Freshwater et. als.
vs
6446 David B. Freshwater et. als. ‖ Court Common Pleas
Union County Ohio. ss.

This day came the parties and submitted this cause to the Court on the motion to confirm the report of the Sheriff and Commissioners in partition. Whereupon the Court confirm said Report, and neither party electing to take said lots at the appraisement it is ordered by the Court that said lots be sold according to law and that an order of Sale issue to the Sheriff to advertise and sell the said lots - 424-425-428-424-446-447-430-434-435-436-437-435-439-440-440-441-442-443-444 & 445 and report his sales at his earliest appointment.

Afterward, to-wit: On the 22nd March, A. D. 1888 a Waiver of Notice was filed on the Journal by the Clerk of Court of Common Pleas for the County of Union, State of Ohio, which reads as follows, to-wit:

Waiver of Notice. Amanda Freshwater Plaintiff
vs
David Freshwater et. als. Defendants ‖ Common Pleas Court
Union County Ohio.

5496. I hereby waive notice and enter my appearance in the above entitled action.

Israel Slack de bonis non of the Estate of
William Freshwater Deceased.

Afterward, to-wit: On July the 16th day, A. D. 1888, an Entry was made on the Journal by the Clerk of Court of Common Pleas for the County of Union, State of Ohio, which reads as follows, to-wit:

Entry. Amanda Freshwater et. als,
vs
6496 David B. Freshwater et. als. ‖ Court Common Pleas,
Union County, Ohio. No. 5496.

This day came the Plaintiffs and filed the written release and ratification of the proceedings of the Court in this case of the date of July 16th, 1888, releasing all claim they have or have in expectancy in the premises in the said petition described and thereupon all the parties to said petition being found by the Court to be properly Court duly notified and duly waiving further notice and in the motion of all the said parties to confirm the several rules made in this case and the Court being fully advised in the premises do sustain said motion and the rules aforesaid made herein as reported by the Sheriff being all found to be regular. The Court doth confirm each and all of them. It is therefore considered ordered and adjudged by the Court that all the proceedings and sales of Real Estate in this Cause be and they are hereby confirmed and approved and the Sheriff of this County are thereby and ordered to execute to each of said purchasers in fee simple according to law the lots which were sold to each purchaser respectively and take Mortgage Notes for the deferred payments according to law to the several heirs and out of the first payment of the purchase

money he pay the taxes due June 20th 1888, and prior thereto and also the Costs of this procedings including an Attorney fee of $35. to B. F. Freshwater Esq. and $30. Atty fee to J. W. Robinson and H. J. Ring and the balance he pay in equal parts to said several heirs of Wm Freshwater as herein before formed by the Court to be their shares and the said Sheriff is authorized and empowered to deliver possession of said premises to said purchasers respectively if they have not already had possession.

Filed July 16th A. D. 1888.

Know all men by these Presents. That Whereas, Amanda Freshwater filed her Petition for Partition in case No. 5496, in the Court of Common Pleas of Union County, Ohio, against David B. Freshwater and others; and Sales of the lots mentioned in said cause have been made by the order of said Court, Now Therefore We, Amanda Freshwater and husband Julius H. Freshwater, Abe Freshwater and wife Alice Freshwater, Reube Freshwater and wife Amy Freshwater, Sarah Hawn and husband Philip Hawn: Jane Cartmell and her husband John Cartmell, Susan VanSkiver and her husband John Van Skiver in order to confirm said Sales and remove any question as to our title and rights in said lands: do hereby in consideration of the premises, and the receipt of our respective shares of the purchase money for said lots, remise, release, quit-claim, convey and confirm unto each of said purchasers, their heirs and assigners, All of our interest, which we may or ought to have in and to said lots described in said Petition, Said lots lying and being in Freshwaters Addetion to the Town of Marysville Ohio. In Testimony whereof Witness our hands and seals this 24th day of May 1888.

Signed, sealed and delivered in presence of
B. F. Freshwater.
W. A. Hall.

Amanda Freshwater. (Seal)
Julius H. Freshwater. (Seal)

As to Jane and John Cartmell
M. L. Carpenter.
Y. E. Kreher.

John L. Cartmell. (Seal)
Jen Cartmell. (Seal)

As to Abe and Alice Freshwater and
Susan and John VanSkiver
John Mays
Micheal Galligher

Abram Freshwater (Seal)
Alice L. Freshwater. (Seal)

As to Reuben and Amy Freshwater
B. F. Freshwater
John B. Coats

Rube Freshwater (Seal)
Amy Freshwater (Seal)

As to Sarah and Philip Hawn
I. A. Leavel
W.m O. Moore

Sarah Hawn (Seal)
Philip Hawn (Seal)

As to signing of Susan & John VanSkiver
1 I. S. Cheney.
2 Rachael Cheney

Susan her X mark VanSkiver (Seal)
John mark I. VanSkiver (Seal)

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

Before me, a Notary Public, in and for said County personally appeared the above named Amanda Freshwater and her Husband Julius H. Freshwater, and acknowledged the signing and sealing of the above

instrument to be their voluntary act and deed for the purposes therein mentioned; In Testimony Thereof Witness my hand and official seal This 24" day of May, 1888.

{Seal} B. F. Freshwater, Notary Public.

The State of Ohio, Marion County, SS. ||

Before me a Justice of the Peace in and for said County personally appeard the Above named Jane Cartmell and John Cartmell her husband, who acknowledged the signing and sealing of the Above instrument to be Their Voluntary Act and deed for the purpose therein mentioned. In Testimony whereof Witness my hand and official seal This 30," day of May, 1888.

{Seal} W. L. Carpenter. Justice of the Peace.

The State of Ohio Champaign County, SS. ||

Before me a Notary Public in and for said County, personally appeard the above named Abe Freshwater, and Alice Freshwaters Wife, and who acknowledged the signing and sealing of the above instrument to be their voluntary act and deed for the purposes therein mentioned.

In Testimony whereof Witness my hand and official seal the 4" day of June, 1888.

{Seal} Michael Gallagher Notary Public, in and for the County of Champaign.

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

Before me a Justice of the Peace in and for said County personally appeard Reube Freshwater and Wife Amy Freshwater, who acknowledged the signing and sealing of the above Instrument to be their voluntary act and deed for the purposes therein mentioned. In Testimony whereof Witness my hand and seal this 16" day of July, 1888.

{Seal} W. C. Malin. J. P.

The State of Indiana Jasper County. S.S. ||

Before me a Notary Public in and for said County personally appeard Sarah Hawd and husband Philip Hawn who acknowledged the signing and sealing of the Above Instrument to be their voluntary act and deed for the purposes therein mentioned. In Testimony thereof, Witness my hand and seal the 8" day of June, 1888.

{Seal} Robert Parker, Notary Public.

The State of Ohio Champaign County SS ||

Before me a Notary Public in and for said County personally appeard Susan Van Skiver and her husband John Van Skiver who acknowledged the signing and sealing of the

Order of Sale in Partition

5496.

Sheriffs Return.

5496.

above Instrument to be their voluntary act and deed for the purposes therein mentioned. In Testimony whereof Witness my hand and seal the 28" day of June, 1888.

I. S. Cheney Notary Public.

Afterward to-wit: On the 16" day of July, 1888, and Order of Sale in Partition was made on the Journal by the Clerk of Court Common Pleas for said County of Union, State of Ohio, which reads as follows, to-wit:

Order of Sale in Partition

5496.

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., 1888, in a certain civil action, now pending in said Court, wherein

Amanda Freshwater and others are Plaintiffs, and

David B. Freshwater et. als 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: in Freshwater's Addition to the Village of Marysville Ohio and known as

Lots	No.	424	Appraised at	$ 150.00
"	"	425	" "	150.00
"	"	428	" "	125.00
"	"	429	" "	125.00
"	"	446	" "	75.00
"	"	447	" "	75.00
"	"	430	" "	125.00
"	"	434	" "	150.00
"	"	435	" "	150.00
"	"	436	" "	150.00
"	"	437	" "	125.00
"	"	438	" "	125.00
"	"	439	" "	125.00
"	"	440	" "	125.00
"	"	441	" "	125.00
"	"	442	" "	100.00
"	"	443	" "	125.00
"	"	444	" "	75.00
"	"	445	" "	75 00

and that your proceedings, in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this Writ.

Witness my hand and the seal of the said Court, at Marysville this 21" day of March, A. D. 1888.

R. McCrory Clerk.
By W. M. Widget Deputy Clerk.

Sheriff's Return.

5496.

The State of Ohio, Union County ss. || Court Common Pleas. Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenements,

herein described to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio; and on the 21st day of April, A. D. 1888, 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 the following persons who bid for the same the amount opposite their respective names.

Lot No 424	August Mulenbruch.	$170.00
" " 425	August Mulenbruch.	$180.00
" " 428	Alexander Houston.	$130.00
" " 424	Lafayette Mullen.	$131.00
" " 430	Patrick Slattery	$115.00
" " 434	George Ell.	$186.00
" " 435	Alexander Houston	$176.00
" " 436	Alexander Houston	$171.00
" " 437	Reuben Freshwater	$115.00
" " 438	Justice Schriderer	$120.00
" " 434	Justice Schriderer	$125.00
" " 440	Mrs. Banks.	$97.00
" " 441	Mrs. A. Burney.	$94.00
" " 442	Elizabeth Zoellner.	$88.00
" " 443	Elizabeth Zoellner.	$105.00
" " 444	Abraham Freshwater.	$65.00
" " 445	Elizabeth Zoellner.	$68.00
" " 446	Elizabeth Zoellner.	$60.00
" " 447	Alexander Houston.	$55.00

A total of $2251.00

Said sum being more than two-thirds the appraised value; and they being the highest and best bidders were declared the purchasers.

M. Hopkins Sheriff.
By F. Y. Wall Deputy.

Sheriff's Fees.		
Service		30
Mileage		16
Copy to Printer		30
" of Appraisal		30
Poundage	15	83
Writing Appraisal		80
Affidavit of Printer		80
Total	17	49

Proof of Publication

Afterward to-wit: On the May, 29th, 1888. a Proof of Publication was filed with the Clerk of Court Common Pleas County of Union and for the State of Ohio, which reads as follows, to wit:

The State of Ohio
Union County, SS } The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with March, 21st, 1888

W. O. Shearer.

Sworn to and subscribed before me, this 24th day of May, A. D., 1888.
R. M. Crory. Clerk.

Court Common Pleas, Union County, Ohio.

Amanda Freshwater et al.
vs.
David B. Freshwater. ‖ Sheriff's Sale.
On Order of Sale in Partition.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, April, 21st, 1888, at or about the hour of one o'clock, P. M. on said day the following described real estate to-wit: Situated in the Freshwaters addition to the Village of Marysville, Ohio and known as

Lot No. 424	appraised at	$150.00		Lot. No. 437	appraised at	$125.00	
" " 425	"	"	" 150.00	" " 438	"	"	" 125.00
" " 428	"	"	" 125.00	" " 439	"	"	" 125.00
" " 429	"	"	" 125.00	" " 440	"	"	" 125.00
" " 446	"	"	" 75.00	" " 441	"	"	" 125.00
" " 447	"	"	" 75.00	" " 442	"	"	" 100.00
" " 430	"	"	" 125.00	" " 443	"	"	" 125.00
" " 434	"	"	" 150.00	" " 444	"	"	" 75.00
" " 435	"	"	" 150.00	" " 445	"	"	" 75.00
" " 436	"	"	" 150.00				

Terms of Sale; One-third cash; one-third in one year, and one-third in two years. Deferred payments to be secured by mortgage on premises sold.

M. Hopkins, Sheriff Union County, Ohio

J. W. Robinson Atty.

Printers Fees $15.00
" for bills 3.00
Total $18.00

Attest R. M. Crory, Clerk.

Please before the Hon. John A. Price, one of the Judges of the third Subdivision of the 10th Judicial District of the State of Ohio, at a term thereof begun and held at the Court House, in the Town of Marysville, Union County, Ohio on the 27th Feb., 1888. Be it therefore remembered that heretofore to-wit: On the 14th day Nov., A. D. 1887, Plaintiff filed her petition which reads in the words and figures, to-wit:

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

Elizabeth Hoellinger
vs
Charles Hoellinger,
George Ell and Fred Ell, two children of Sabastian Ell Decd. Kate Mulser
John Ell, Michael Ell, Jacob Ell, William Ell
Mary Kuntz, Maggie Hedrick,
Paulus Ell, Jacob Hoellinger
Samuel Hoellinger, Lena Wiest,
Eligabeth Piff, John Hoellinger

Petition 6449.

Plaintiff says:

That John Adam Ell, late of the said Union County was the owner in fee simple of twenty acres of land situate in the County of Union and State of Ohio, and of which he died seized and bounded and described as follows, to-wit;

Part of Survey No. 4067 Beginning at two Hickories, South-East corner of the John Washer land thence with his line S. 77° W. 60 poles and six links - thence N. 10° E. 63 poles to a Maple and two white Oak saplings in the North line of said Washers land thence with said line N. 77° W. 66 poles to said Washers land thence with said line N. 77° E. 66 poles and six links to an Ash and Elm N. E. Corner to said Washers land thence with his line S. 10° W. 53 poles to the beginning - Containing Twenty acres more or less

1. The said John Adam Ell died A. D. 1857 - 2 Said John Adam Ell had one sister Anna Barbara Wessler, who died leaving a daughter Anna Elizabeth intermarried with one John Bernhard and who died childless in Germany January 6th, 1880 aged 44 years and five months.

3. A Brother John Jacob Ell who died May 19th, 1853, in Germany aged 78 years and 8 months. He had one son who died in Nov. 1844, un married and without children aged 35 years and ten months.

4. One brother John George Ell who died May 2nd, 1877, aged 74 years without children [so far as can be learned.]

5. One brother George Adam Ell who came to the United States and who after the death of said John Adam Ell, conveyed one-fourth of said tract of land five (5) acres to George Hupman, who died leaving four children, who conveyed their interest in said land to Conrad Woellinger who still holds the same and is in possession of said twenty acres. The said George Adam Ell died seized in fee simple of the three fourths of said tract of land descended from his brother John Adam Ell deceased and left Children as follows:

M. Barbara Ell intermarried with one Bruck.

Frederick Ell, Sabastian Ell, John A. Ell, Paul Ell, Barbara Ell intermarried with one John Woellinger, Margaretta Ell, intermarried with one Jacob Emmert, Magdalena Ell intermarried with one Boekhans., Simon Ell, Peter Ell, [illegible]

Of these Plaintiff has bought out M. Barbara Bruck, Margaretta Emmert, Magdalena Boeshans, Sabastian Ell, and John Adam Ell, and who have conveyed their interest in said premises to the said Plaintiff by deed. Simon Ell died without issue so far as can be learned, so also Peter Ell died without issue, Paul Ell died without issue, Barbara Ell died leaving children to-wit: Jacob Woellinger, Samuel Woellinger, Lena intermarried with one Lena Wiest Elizabeth intermarried with one Giff, John Woellinger and Mary Welinger intermarried with one Adam Zwerner.

Said Fredrick Ell died leaving children as follows: George Ell, Sabastian Ell, Kate intermarried with one Herman Mutsh, John Ell, Michael Ell, Jacob Ell, William Ell, Mary Ell intermarried

with one Henry Kuntz, Margaret Ell intermarried with one John Hedrick, and Paulus Ell.

Sabastian Ell last named died leaving three children who live in Fort Wayne in the State of Indiana. Said premises described to and are owned by said parties in the following proportions to-wit:

To Charles Conrad Hoellinger one-fourth, to Plaintiff 5/7 of 3/4. To Jacob Hoellinger, Samuel Hoellinger, Lena Wiest, Lizzie Wiest, John Hoellinger jr. and Mary Gwerner 1/42 of 3/4 part each and to George Ell, Kate Mulser John Ell, Michael Ell, Jacob Ell, William Ell, Mary Kuntz, Margaret Hedrick, Paulus Ell, and the heirs of Sabastian Ell, the share of said Sabastian Ell, the 1/70 of 3/4 each in said premises.

Plaintiff therefore prays that said persons be parties defendants to said petition to-wit: John Hoellinger Sr. Jacob Hoellinger, Samuel Hoellinger, Lena Wiest, Lizzie Diff, John Hoellinger, Mary Gwerner, George Ell the heirs of Sabastian Ell, (names not known) Kate Mulser, John Ell, Michael Ell, Jacob Ell, William Ell, Mary Kuntz, Magret Hedrick and Paulus Ell:

And your petition desiring to hold said interest in severalty prays that partition may be made or if partition cannot be made without manifest injury, then that said premises may be sold or such other order taken as may be deemed best by the Court.

Robinson and Piper Attys for Pltffs.

State of Ohio } ss.
Union County }

John George Hoellinger being duly sworn according to law says: He is the agent of the plaintiff Elizabeth duly qualified that the facts stated are with the knowledge of their affiant and that the facts stated and allegations in the foregoing petition of the plaintiff are as affiant believes true. Affiant further says that the heirs of Sabastian Ell, son of Fredrick Ell Dec'd. are non residents of the State of Ohio and service can not be made on them by Summons and can only be made by Publication and further Affiant saith not.

John George Hoellinger.

Sworn to before me by John George Hoellinger and by him subscribed in my presence the 15th day of October A. D.. 1888.

Seal.

John D. Burgner, Clerk.

To the Clerk:

Issue summons upon the above petition directed to Sheriff Franklin County, Ohio for Jacob Hoellinger, Samuel Hoellinger Lena Wiest, Lizzie Diff, John Hoellinger and Mary Gwerner returnable according to law.

Endorse—Petition

Robinson and Piper Attys for Pltff.

To the Clerk;

Issue summons upon the foregoing petition directed to Sheriff Delaware County, Ohio, John Hoellinger Jr. returnable according to law and also summons in same case to Sheriff of County, Ohio John Ell, George Ell, Michael Ell, Jacob Ell & William Ell returnable according to law endorse each summon "partition"

Robinson and Piper Attys for Pltffs.

Summons 5449.

Afterward to-wit: On the 24th day of Dec. A. D. 1887, the following summons was issued to-wit:

The State of Ohio
Union County. ss

To the Sheriff of the County of Franklin- Greeting:

We command you to notify Jacob Hoffinger. Samuel Hoffinger, Lena Wirst, Lizzie Piff, John Hoffinger and Mary Qwerner, that they et. als. have been sued by Elizabeth Hoffinger, in the Court Common Pleas of Union County, and that unless they answer by the 21st day of Jan. A. D. 1888, the petition of said plaintiffs against them filed in the Clerks office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due returns of this summons on the 2nd day of Jan. A. D. 1888.

Witness my hand and the seal of said Court, this 24th day of Dec., 1887. (Seal.) John Q. Burgner Clerk

Sheriff's Return 5449

The State of Ohio
Franklin County, ss

Sheriff's Return.

Received this Writ Dec. 26th, 1887, and on the 29th day of Dec. A. D. 1887, I served Jacob Hoffinger and Samuel Hoffinger by leaving each a true and certified copy of this writ with all the endorsements thereon at the usual place of residence and on the same day I served Lena Wiest, Lizzi Piff and Mary Qwerner by delivering to each personally a true certified copy of this Writ with all endorsements thereon. John Hoffinger Not found in this County

Sheriff's Fees.		
Service.	1	05
Mileage.	1	60
Copy.	1	20
Doc. & Postage.		29
Total	4	14

Wm. H. Barber Sheriff.
By W. J. Kinny Deputy.

John Hoffinger some where in Delaware County.

Summons 5449

Afterward to-wit: On the 18th day of Jan. 1888 the following summons was issued to-wit:

The State of Ohio
Union County ss.

To the Sheriff of the County of Delaware— Greeting:

We command you to notify John Hoffinger Jr. [who works in Chair Factory] that he et.als. have been sued by Elizabeth Hoffinger in the Court Common Pleas of Union County, and that unless and that he answers by the 18th day of Feb. A. D. 1888, the petition of said plaintiffs against him filed in the Clerks Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due returns of this summons on the 30th day of Jan. A. D. 1888.

Witness my hand the seal of said Court, this 18th day of January A. D. 1888. (Seal.)

John. Q. Burgner. Clerk.

The State of Ohio
Delaware County. ss ‖ Sheriff's Return.

Sheriff's Return 5449. Received this Writ Jan 29th A.D. 1888, at ten o'clock, A.M and on the 20th day of January A.D. 1888, I served the same by Delivering to the within named Defendant John Doellinger a true copy of this summons with all the Endorsements Thereon.

William J. Davis Sheriff.
By Oscar J. Dunham Deputy.

Sheriffs Fees.	
Service	30
Mileage	16
Copy	25
Return	25
Total	96

Afterward to-wit: On the 18th day of Jan. A.D. 1888, the following summons was issued to-wit:

Summons 5449. The State of Ohio, Union County, ss ‖ To the Sheriff of the County of Union-Greeting:

We command you to notify John Ell, George Ell, Michael Ell, Jacob Ell and Wm Ell, that they et.al. have been sued by Elizabeth Doellinger in the Court of Common Pleas of Union County, and that unless they answer by the 18th day of Feb. A.D. 1888, 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 30th day of Jan. A.D. 1888.

Witness my hand and the seal of said Court, this 18th day of Jan. A.D. 1888. {Seal.} John L. Burgner. Clerk.

The State of Ohio, Union County ss}

Sheriffs Return 5449. At ten o'clock A.M. the 18th day Jan. A.D. 1888. I received this Writ and on the 26th day of Jan. A.D. 1888. I served the same by leaving a copy with endorsements thereon at the residence of Michael Ell and William Ell, and handing a copy of the same to Jacob, John and George Ell.

M. Hopkins Sheriff.

Elizabeth Doellinger.
vs
Charles Doellinger, George Ell et.als. ‖ No. 5449.
Filed Feb. 27th 1888.

This day came the plaintiff and made proof of due notice of the pendency of this petition to the defendants to the satisfaction of the Court and thereupon this cause came on to be heard by the Court whereupon the court find the plaintiff hath the right of partition as prayed for and that the defendants are tenants in common with her and own the shares therein mentioned — Therefore it is considered ordered and adjudged by the Court that the Sheriff of this County by the oath of Philip Snider, Alf. Scott and J.A. Henderson three disinterested freeholders of this vicinity make partition of said lands in the petition described and set off to the plaintiff the five-sevenths of three-fourths of said lands. To the Defendant the one-fourth of said land, to the heirs of Barbara and John Doellinger the one-seventh of the three-fourths of land and to the heirs of Fredrick Ell decd. the seventh of three-fourths of said land and if the same cannot be divided without mar-

first injury that they appraise said premises and report early this Term of Court.

The State of Ohio. || The undersigned, being duly sworn, says that
Union County, ss

Proof of Publication

a copy of the annexed Notice was published for six consecutive weeks in the "Marysville Tribune" a news paper of general circulation in the County of Union, the first publication beginning with Dec., 28th 1887.

W. O. Shearer.

Sworn to and subscribed before me, this 2nd day of March, 1888,
(seal) R. M. Crory. Clerk.

Eligabeth Hfelinger
vs
Charles Hfelinger, et. al. || Court Common Pleas of Union County, Ohio.

Notice is hereby given to George Ell. Fredrick Ell. and the children of Sabastian Ell, deceased, whose names and residences are unknown to plaintiff, Kate Mulser, John Ell. Michael Ell, Jacob Ell. William Ell. Mary Lentz, Maggie Hedrick Paulus Ell, Jacob Hfelinger, Samuel Hfelinger, Lena Weist, Eligabeth Giff, John Hfelinger, Mary Querner, the unknown heirs of John Adam Ell deceased, if any there be besides the above named that the said plaintiff as the assignee of Barbara Bruck, Margaretta Emmert, Magdalena Boerhaus, Sebastian Ell, and John Adam Ell. claiming five-sevenths of three fourths of the 20 acres of land herein described filed her petition against them in said Court, asking partition of said land described as follows: Beginning at two hickories, S.E. corner of the John Hfasher land; thence with his line South 77 W. 60 poles and six links; thence N. 10 W. 53 poles to a maple in the north line of the Hfasher land; thence N. 77 E. with said line 66 poles and six links, to the north-east corner of the Hfasher land; thence S. 10 E. 53 poles to the beginning, being part of Survey No. 4067: that the heirs of Fredrick Ell, deceased, own one-seventh of the three-fourths, and the heirs of Barbara Hfelinger, deceased the same quanty, and Charles or Conrad Hfelinger, now in possession of the whole, owns one fourth of the whole twenty acres. The prayer of said petition is for partition, and the case will be for hearing on the second Monday of the next term of Court, commencing Feb. 27th 1888.

$14.50 Robinson and Piper Attys for Pltffs.

Sheriff's Return 5449.

Afterward, to-wit; On the 5th day of March, 1888, a Writ of Partition was filed with the Clerk of the Court of Common Pleas, for the County of Union and State of Ohio, which reads as follows, to-wit:

Writ of Partition 5449.

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

We command you, That with out delay, by the oaths of Philip Snider, Alf. Scott, and Jas. Henderson you cause partition to be made of the following described premises, situate in the County of Union, and State aforesaid, to-wit: Part of Survey No. 4067. Beginning at two hickories South-east corner of the John Hfasher land; thence with his line S. 77° W. 60 poles and six links; thence N. 10 W. 53 poles to a maple and two white oak saplings, in the north line of said Hfasher land; thence with said line N. 77° E. 66 poles said Hfashers land; thence

Commissioners' Report: 5449

Entry 5449.

with said line N. 77° E. 66 poles and six links to an Ash and Elm N. E. corner to said Masters land. Thence with this line S. 10° E. 53 poles to the beginning, containing twenty acres, more or less.

To Elizabeth Moellinger the 5/7 of 3/4 of said land, to Conrad Moellinger left one-fourth of said land, to the heirs of Barbara and John Moellinger the 1/7 of 3/4 of said land, to the heirs of Fredrick Ell, dec'd, the 1/7 of 3/4 of said land.

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 Elizabeth Moellinger is Plaintiff, and the said Conrad Moellinger et. als. are Defendants, and if the same cannot be divided without manifest injury that they appraise said premises and report early this Term of Court.

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 28th day of February, A. D. 1888.

R. M. Crory, Clerk.

Sheriff's Return 5449.

Sheriff's Fees		
Service		30
Mileage		48
Swearing Com.	1	20
Conveying Com.	1	50
Com. Fees.	3	00
	6	48

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of Philip Snider, Alf. Scott and J. A. Henderson causing said partition to be made, as will appear by the report of the Commissioners, herewith returned.

Given under my hand this 5th day of March, A. D. 1888.

M. Hopkins Sheriff

Commissioners' Report: 5449

Elizabeth Moellinger
vs
Conrad Moellinger

Court of Common Pleas
Union County, ss.

According to the command of the Writ ~~of~~ Partition in this case issued, and on the call of the Sheriff of said County, we the Undersigned Commissioners, after being first duly Sworn, And upon actual view of the premises, we are of the opinion that the said lands can not be divided without manifest injury, and we do estimate the value of the same at thirty-three dollars per acre.

Given under our hands, this 5th day of March, A. D. 1888.

Philip Snider
Alf. Scott
Jas. A. Henderson
} Commissioners.

Afterward, On the 5th day of March, 1888, an Entry was made on the Journal which reads as follows, to-wit:

Entry 5449.

Elizabeth Moellinger
vs
Charles Moellinger et. als.

No. 5449.

This day came on this cause to be heard by the Court on the report of the Commissioners in partition and it appearing that said premises will not bear partition without manifest injury and said Commissioners have returned that fact and appraised said land

at thirty dollars per acre. Therefore it is ordered and decreed by the Court that the said Report and valuation be an the same is confirmed and neither party electing to take said premises at the valuation thereof It is ordered by the Court that the same be sold according to law and that an order of Sale issue to the Sheriff of this County commanding him to advertise and sell said premises according to law and report at this term of Court.

Entry 5449

Afterward, to-wit: On the 3rd day of April, A.D., 1888, an Order of Sale in Partition was filed with the Clerk of the Court of Common Pleas which reads as follows, to-wit:

Order of Sale in Partition. 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., 1888, in a certain civil action, now pending in said Court, wherein Elizabeth Hoerlinger plaintiff and Conrad Hoerlinger, et. al. Hefendant, we command you that, without delay, you procend to sell, at public auction, the lands and tenements in said petition described, to-wit:

6449.

Being part of Survey No. 4067, Beginning at two hickories, southeast corner to the John Hasler land, thence with his line S 77°. W, 60 poles and six links. thence N. 10°. W, 53 poles to a maple and two white oak saplings, in the N. line of said Hasler land: thence with said line N. 77°. E. 66 poles and six links to an Ash and Elm, N. E. corner to said Hasler land. thence with his line S. 10° E. 53 poles to the beginning containing twenty acres, more or less. Appraised at $33.00 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 this fifth day of March A.D., 1888.

Seal. R. Mc Drory Clerk.

State of Ohio. Union County, ss.

Sheriff's Return 6449.

As commanded by this Writ, I have caused the lands and tenements herein described to be duly advertised for thirty days next preceding the day of sale, in the "Marysville Tribune" a newspaper printed and in general circulation in Union County, Ohio; and on the 7th day of April, A.D., 1888, at one o'clock, P. M. on said day, at the door of the Court House in said County, I offered for sale, at public auction, the lands and tenements described in this Writ; and Elizabeth Hoerlinger bid for the same the sum of twenty-two dollars per acre, and said sum being two-thirds the appraised value: and she being the highest and best bidder, was declared the purchaser.

M. Hopkins Sheriff.

Service		30
Mileage		64
Copy to Printer		30
Poundage	3	30
Mortgage	2	00
Rec. Mortgage	1	25
	7	79

Proof of Publication. 6449

Afterward, to-wit; On the 21" day of May, 1888. an Entry of Confirmation was filed with the Clerk of the Court of Common Pleas which reads as follows, to-wit;

Eligabeth Helinger
vs
Conrad Helinger et. als. || No. 5449

Entry

5449

This day came on this cause to be heard in the motion to confirm the sale of the premises in said petition described to Eligabeth Helinger and the Court being fully advised in the premises do find that all the parties named in said petition and interested in said land have been duly served with notice and that the proceedings and sale of said premises by said Sheriff are in all respects lawful and therefore it is ordered it is ordered by the Court that all of said proceedings and said sale be and they are hereby confirmed. And the Sheriff of said County of Union ordered to execute and deliver to said purchaser a deed in fee-simple for said land conveying the interest of all of said parties to said land to her and to her heirs forever.

And the Court order that out of the purchase money the Sheriff pay the costs of this case including an attorney fee of twenty-two dollars to Robinson and Piper, Also that he pay the taxes on said land due up to June 20th, 1888, and the ballance he pay if any to the several parties to said cause on the same proportions as said land was ordered to be divided.

Also that he take Mortgage and Notes to said parties according to law payable to them one-half of said ballance in one year and one-half in two years with interest from April 1," 1888, in the same proportions to-wit; Charles Conrad Helinger one-fourth, the plaintiff five-sevenths of the remaining three-fourths, the heirs of Fredrick Ell, deceased, one-seventh of the said remaining three-fourths, and the heirs of Barbara Helinger, deceased, the one-seventh of said remaining three-fourths as herein before decreed by the Court.

Afterward, to-wit; On the 29", day of May, 1888, the following Proof of Publication was filed which reads as follows, to-wit;

Proof of Publication.

6449

The State of Ohio } ss
Union County }

The undersigned, being first 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 7", A.D. 1888.

H. O'Shaver.

Sworn to and subscribed before me, this 29" day of May, 1888,

Seal.

R. M. Crory. Clerk.

Eligabeth Helinger
vs
Conrad Helinger || Court Common Pleas
Union County, Ohio.
Sheriff's Sale.

By vertue 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 Sat.

April 7," 1888, 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 Darby, County of Union, and State of Ohio, and bounded and described as follows:

Being part of Survey No. 4067. Beginning at two hickories, southeast corner to the John Foster land: thence with his line south 77° W. 60 poles and six links: thence north 10° W. 53 poles to a maple and two white oak saplings, in the north line of said John Foster's land: thence with said line north 77° east 66 poles and six links to an ash and an elm northeast corner to said Foster land. thence with his line south 10° east 53 poles to the beginning, containing twenty acres more or less. Appraised at $33.00 per acre. Terms of Sale: One-third cash: balance in one and two years secured by Mortgage on premises.

Marion Hopkins, Sheriff of Union County.

Robinson and Piper, Attys.

Attest P. McCrory Clerk

Pleas before His Hon. John A. Price Judge of a Court of Commom Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Subdivision of the Tenth Judicial District of the State of Ohio, Oct. 27, in the year of our Lord one thousand eight hundred and eighty-seven

Heretofore, To wit: On the 9th day of Nov., 1887, a petition for equitable relief was filed with the Clerk of said Court which reads as follows, to-wit:

State of Ohio ‖ In the Court of Common Pleas.
Union County ss ‖
Mary W. Bradbury ‖
vs ‖
S. Davis: Minerva Davis ‖ Petition for equitable relief and
S. Walworth ‖ to subject lands.

Petition

0448

Mary W. Bradbury for her cause of action against her defendant says:

On or about the 21st day of March, 1883. the said S. Davis defendant herein, executed to one M. Chesley his promissory note of said date, as follows: One note of $600. due April 1st, 1884, One note of $600. due April 1st, 1885, One note of $1000. due April 1st 1886, One note of $1000 due April 1st 1887. One note of $1000 due April 1st, 1888, One note of $1000. due April, 1st, 1889. One note of $925. due April 1," 1890; and thereby promised and agreed to pay to said M. Chesley, or bearer, the sum above specified at the respective times stated, together with interest thereon at the rate of six percent. To secure the payment of said notes, said S. Davis and defendant M. Davis his wife on the said 21" 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, 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 said premises to-wit:

Beginning at a stone in the center of the Marysville Gravel Road in the North line of the Ladd Survey, and corner to lands owned by John Brannans heirs: Thence with said Road in the center thereof S. 25° W. 103 poles 23 links to a stone in the north line of lands owned by S. A. Mc Adow: Thence with said line N. 79¾° E. 99 poles to a stone and Elm in the west line of lands owned by J. M. Brannon: Thence with said line N. 1° W. 71 poles 22 links to a stone in the north line of the Ladd Survey, and South line of Brannans heirs: Thence with said line North 80° E. W. 34 poles and eight links to the place of beginning, containing 34 acres and 2/7 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 Ladd Survey: Thence S 26° W. 74½ poles, with said road, to a stake; Thence S. 80° W. 138 poles to a stake in the east line of Survey No. 6613.; Thence with said line N 9° W. 123 poles to a stake; Thence with the South line of Survey No. 803, S 81° E. 187⅗ poles to the place of beginning, containing 95½ acres more or less, being the land conveyed by C. S. Hamilton as Administrator of W. W. Mills to Alf. Scott. by deed bearing date April 1st, 1864. The above two parcels being the land conveyed by M. Chesley and wife to said S. Davis by deed dated March 24th, 1883.

Said Mortgage Deed was presented to the "Recorder" of said Union County for Record on the 26th day March at 3½ o'clock P. M. and was by him duly recorded in Volume 20 of Mortgages at page 130, Union County Records.

The condition of said Mortgage was that if said S. Davis his heirs or assigns should pay to said M. Chesley or his assigns the several sums represented by the promissory notes mentioned at the times they respectively came due, together with interest, then said deed should be void, other wise to remain in full force and virtue in law.

On or about the 21st, day of March 1887, said M. 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 1st, 1887, April 1st, 1888, April 1st, 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 1st last. That there is due from defendant S. Davis to plaintiff the sum of $124. with interest from April 1st 1887, and there will become due April 1st 1888, the sum of $1301, and April 1st 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

notes, for $1.000, due April first 1886, and $925 due April 1st 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 interests, if any they have or be forever barred. That unless the amount found due to this plaintiff be paid by a day when fixed, said mortgage be foreclosed and the premises included therein be sold according to law, and from the proceeds plaintiffs said claim be paid in accordance with its priority and for such other relief as may be just in the premises.

Y. E. Burton & George S. Wake Attys for Plff

The State of Ohio }
Cuyahoga County } ss

Y. E. Burton, one of plaintiffs 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.

Y. E. Burton.

Sworn to subscribed before me by said Y. E. Burton, Nov. 8th 1887

W. W. Beacon
Notary Public

Tax Fees - 40 cents.

Mary W. Bradbury
vs
S. Davis; Minerva Davis
S. Walworth

In the Court of Common Pleas.

Praecipe 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.

Y. E. Burton & George S. Wake,
Attys for Pltff.

I hereby acknowledge service for me in the within cause, waiving the issue and service of process, and enter my appearance thereto.

Nov. 9th, 1887

S. Davis.

Afterward to wit: On the 9th day of Nov., 1887, the following summons was issued by the Clerk which is as follows, to wit:

Summons 5448

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 10th day of Dec. A.D. 1887, the petition of said against her filed in the Clerks Office of said Court, such petition will by taken as true, and judgment rendered accordingly. You will make due returns of

Sheriffs Return 5448

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Answer and Cross Petition. 5448.

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This summons, on the 21st day of Nov. A.D., 1887

Witness my hand and the seal of said Court, this 9th day of Nov. A.D. 1887.

Seal John D. Burgner Clerk.

Sheriffs Return

On the 9th day of Nov. A.D. 1887, at 2 o'clock P.M. I received this Writ and on the 14th day of Nov. 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 Monroe Davis

M. Hopkins Sheriff of
Union County Ohio.

5448

Sheriffs Fees.		
Miliage	1	44
Service		30
Copy		20
Total	1	94

Afterward to wit: On the 9th day of Nov. 1887, the following Answer and Cross petition was filed with the Clerk which reads as follows, to wit:

Answer and Cross Petition

Mary W. Bradbary
vs
S. Davis; M. Davis, et als

Answer of Defendant S. Walworth

5448.

S. Walworth defendant for her answer herein and further by way of cross petition says: She admits all the statements and allegations contained in plaintiffs petition.

She alleges that on or about March 24th 1884 said M. Chesley duly transferred to T.E. Burton, Trustee, and on the same day said T.E. Burton, Trustee duly transferred to this defendant, the third and seventh notes described in plaintiffs petition, said third note being for the sum of $1000- due April 1st 1886 with interest from its date; and said seventh note being for the sum of $925. due April 1st 1890, with interest from its date.

There have been payments made upon said third note as follows; Apr. 9th 1886. $580= Aug. 24th 1886, $100= Dec. 2nd 1886. $100.

There is now due and payable thereon the sum of $424.$^{75}_{00}$ with interest from Dec. 2nd 1886. There will become due on said seventh note Apr. 1st 1890. the sum of $1314.$^{73}_{00}$.

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 plaintiffs petition.

Wherefore defendant prays that if the amount found due to her on third said note be not paid by a day to be fixed, and said mortgage may be foreclosed and said premises sold, and from the procedes of such sale her claims be satisfied in accordance with their priority and for such other relief as she may be in justice entitled to.

T.E. Burton & George S. Dake.
Attys for S. Walworth.

State of Ohio
Cuyahoga County } ss

T.E. Burton being duly sworn says he is one of the Attorneys for S. Walworth, defendant herein; That the

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-

L. C. Burton.

Sworn to and subscribed before me by said L. C. Burton, Nov. 8," 1887.
Tax Fee 40 cents. M. W. Beacon Notary Public.

Journal Entry. 5448.

Mary W. Bradbury
vs.
S. Davis: Minerva Davis, Sarah Walworth

In Union County Common Pleas Court.

Pracipe

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.

L. C. Burton and George S. Dake
Attys for Deft. S. Walworth.

I hereby waive the issue and service of process in this cause on the within cross petition and enter my appearance here in as to said cross-petition.

Nov. 9" 1887. S. Davis.

Afterward, to wit; On the 9" day of Nov. A. D. 1887 the following summons in cross petition was issued by the Clerk which reads as follows, to wit:

Summons in Cross Petition. 5448.

The State of Ohio
Union County ss

To the Sheriff of the County of Union = Greeting:

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 16" 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 by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 21" day of November, A. D. 1887.

Witness my hand and seal of the said Court at Marysville Ohio, this 9" day of Nov. A. D. 1887

John D. Burgner Clerk.

Sheriff's Return. 5448.

State of Ohio
Union County ss

Received this writ on the 9" day of Nov. 1887 and on the 12" 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.

M. Hopkins Sheriff.

Sheriff's Fees.		
Service.		30
Mileage.	1	28
Copy.		30
Total.	1	88

Journal Entry.

5448.

Afterward, to wit; On the 9th day of Jan. A.D., 1888. an entry was made on the Journal by the Clerk which reads as follows, to wit-

Mary W. Bradbury
vs
S. Davis et. al

Journal Entry — Final Decree.

This cause came on to be heard upon the Plaintiffs petition, the answer and cross petition of defendant Sarah Walworth, and the evidence: and the Court being fully advised in the premises find that all the defendants herein have been duly served with process or have entered their appearance herein; that the allegations of said petition and 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 herein 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 and Eighty three 2/3 33/100 Dollars, with interest from the first day of this term of Court; and there will be due to her, Apr. 1st, 1888 2/3 Apr., 1st, 1889, the sums in said petition set forth, in all the sum of $2000. with interest from March 24th, 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 and Forty seven and 97/100 Dollars, which amount is the first lien upon said premises included in said Mortgage.

The Court further find 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, 1st 1891 the sum of $925 with interest from March 24th, 1883, which amount is the third lien upon said premises.

It is accordingly ordered, adjudged, and decreed that said mortgage be foreclosed; and that unless said S. Davis pay or cause to be paid to said plaintiff and to defendant Sarah Walworth the amount here in found to be due to them, within twenty 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 Leesburg in Survey No. 6010 and bounded and described as follows, to-wit: Being part of Survey No. 6010, Beginning at a stone in the center of the Marysville Gravel Road in the north line of the Kadd Survey and corner to lands owned by John Brannans heirs.

Thence with said Road and center thereof S. 26° W. 103 poles 23 links to a stone in the north line of lands owned by S. A. McAdow. Thence with said line N. 79¾ E. 99 poles to a stone and elm in the west line of lands owned by L. M. Brannan. Thence with said line N. 11° W. 71 poles 22 links to a stone in the North line of the Kadd Survey and south line of said Brannans heirs. Thence with said line N. 80° 3' W. 39 poles 8 links to the place of beginning containing 34 2/7 acres of land.

Also the following tract, part of said Survey No. 6010, bounded and described as follows: Beginning at a Stake in Marysville

Gravel Road in the south line of Survey No. 803. Thence S. 25° W. 74 to poles with said road to a stake. Thence S. 80° W. 138 poles to a stake in the 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. to the place of beginning, containing 91½ Acres more or less. Being the land conveyed by C. S. Hamilton, Administrator of W. W. Wills, to Alf Scott by deed bearing date April 1st 1864. And from the proceeds he shall pay: I The costs of this action, to be taxed.
II Any taxes which may be a lien on said premises and payable.
III The amount due to Defendant Sarah Walworth $447 97/100 with interest from the first day of the present day of the term.
IV The amount due to Plaintiff, $1283 22/100 with interest from the first day of this term. V. The Plaintiff, on her rebating unearned interest thereon, the amount to become due to her, to-wit=$2500 with interest from Mar. 24th 1883. VI To Defendant Sarah Walworth upon her rebating unearned interest thereon, the amount to become due to her, to wit=. $925. with interest from March 24th 1883.
VII The balance if any he shall bring into Court to await its further order.

State of Ohio } In the Court of Common Pleas.
Union County ss } Filed the 2nd day of Feb. A.D. 1888.
Mary W. Bradbury
vs.
S. Davis et.al. } To the Clerk:

Practice. Issue the order of sale in the above entitled case.

$448. George S. Wake. Atty for Plff.

Afterward, to-wit: On the 1st day of April, 1888. an order of Sale was filed on the Journal by the Clerk, which reads as follows, to wit=

Order of Sale. The State of Ohio,
Union County ss } To the Sheriff of Union County — Greeting:
$448 Whereas at a term of the Court of Common Pleas held at Marysville in and for said County, on the — day of — A.D. 188—, in the cause of Mary W. Bradbury Plaintiffs and S. Davis: Minerva Davis and S. Walworth Defendant, said Mary W. Bradbury, and S. Walworth, obtained a judgment or decree against the said S. Davis et. al. for the sum of Seventeen hundred and thirty one and 30/100 Dollars, and Eleven and 57/100 Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said S. Davis shall within twenty days from the 9th day of Jan., A.D., 1888, pay unto the said Mary W. Bradbury and S. Walworth the sum of seventeen hundred and thirty one and 30/100 Dollars with interest from 24th day of Oct. A.D., 1887, at the rate of six per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgements and executions at law, to sell the real estate described in Plaintiffs

Sheriffs Return. $448.

petition &c.: And whereas, the twenty have fully expired and the said sum of $1731.38 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to procure, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the Township of Leesburg county of Union and State of Ohio, bounded and described as follows: Be Survey No. 6010— The undivided six-seventhes 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 center of Marysville Gravel Road, in the North line of the Ladd Survey, and corner to lands owned by John Brannans heirs; Thence with said road in the center thereof S. 25° W 103 poles and twenty three links to a stone in West line of lands owned by S.A. McAdow; thence with said line N 74¾, E 79 poles to a stone and elm in the west line of lands owned by J. M. Brannan; thence with said line N. 1° W. 71 poles and 22 links to a stone in the north line of the Ladd Survey, and south line of the said Brannans heirs; thence with said line North, 80° 5' W 39 poles and 8 links to the place of beginning, containing 34 and 2/7 acres more or less.

Also all the following part of said Survey No 6010. Beginning at a stone in the Marysvill Gravel Road in the South line of Survey No. 803 and in the N. line of the Ladd Survey thence S 25° W. 74½ 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 S. line of Survey No. 803 South 81° E 187⅝ to the place of beginning. Containing 95½ acres more or less. Being the land conveyed by C. S. Hamilton as administrator of H. H. Wills to Alf Scott, by deed bearing date of April 1st 1864— The above two parcels being the land conveyed by N. Beesley and wife to said S. Davis by deed dated March 24th, 1883.

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 2nd day of Feb. A.D. 1888.

John D. Burgner. Clerk.

Sheriffs Return.

$7.48.

The State of Ohio
Union County, ss

In obedience to the command of the Order of Sale here to annexed I did on the 29th of Feb. A.D. 1888, summon H. Webb, W. H. Robb and J. T. Moore three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and

afterward, on the 29th day of Feb., A.D. 1888, 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-two 50/100 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 29th day of Feb. 1888, 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 31st day of March, A.D. 1888, at one o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did on said 31st day of March, A.D., 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came M. W. Bradbury who bid for the same the sum of Four Thousand Dollars, and said sum being more two-thirds of the appraised value thereof, and said M. W. Bradbury being the highest bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Four-Thousand Dollars.

Sheriffs Fees		
Service		30
Summoning Appraisers	1	20
Conveying " "	1	50
Writing Appraisal		30
Copy of " "		30
Notice to Printer		30
Affidavit of Printer		30
Mileage.	1	28
Total.	5	48
Appraisers' Fees	3	00
Printers Fees.	21	00

M. Hopkins. Sheriff.

Afterward, to wit; On the 29th day of May, 1888, the following Proof of Publication was filed with the Clerk which reads as follows, to wit:

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 Union, the first publication beginning with Feb. 29th, 1888.

W. Shearer,

Sworn to and subscribed before me, this 29th day of May A.D. 1888.

R. McCrory. Clerk.

Proof of Publication.

5448. M. W. Bradbury vs S. Davis. et. al. | Court Common Pleas, Union County, Ohio

By virtue of the above stated writ, to me directed from the Court of Common Pleas, of Union County Ohio, I will offer for sale at the north door of the Court House, in Marysville, Saturday, March 31st 1888, at or about the hour of

of one o'clock P. M. on said day, the following described real estate, to wit:

Situated in the township of Leesburg, County of Union, and State of Ohio, and bounded and described as follows; to wit:

Survey No. 6010. The undivided six-sevenths of the following described premises, and being all the right till interest and claim, in and to said premises, to wit; Beginning at a stone in the center of the Marysville Gravel Road, in the north line of the Ladd Survey, and corner to lands owned by John Brannans heirs; thence with said road in the center thereof, south 25° west 103 poles and 23 links to a stone in the north line of lands owned by S. A. Mc Adow; thence with said line north 79 3/4° east 99 poles to a stone and elm in the west line of lands owned by J. M. Brannan; thence with said line north 11° west 71 poles and 22 links to a stone in the north line of the Ladd Survey, and south line of the said Brannans heirs; thence with said line north 80° west 5' 39 poles and 8 links to the place of beginning, containing 34 and 2-7 acres, more or less.

Also; the following part of said Survey No. 6010. Beginning at a stone in the Marysville Gravel Road, in the south line of Survey No. 803, and in the north line of the Ladd Survey; thence South 25° W 74 1-10 poles with said road to a stake; thence south 80° west 138 poles to a stake in the east line of Survey No. 803, south 81° east 187 8-10 poles to the place of beginning; containing 95½ acres, more or less. Being the land conveyed by C. S. Hamilton, As Administrator of H. H. Wills, to Alf. Scott, by deed bearing the date of April 1st 1864. The above two parcels being the land conveyed by M. Cleeby and wife to said S. Davis by deed dated March 24th 1883.

Terms of Sale— Cash. Appraised at $42.50 per acre.

George L. Wake, Atty. Marion Hopkins Sheriff

Mary W. Bradbury Plff.
vs
S. Davis et. al. Deft

Common Pleas Court. Filed Mar. 29th 1888.
Union County Ohio.

Motion Now comes the defendant S. Davis and moves the Court for an order setting aside the appraisement of the land adjudged in the above entitled case to be sold. And for grounds of his said motion says:

1st That the said appraisement is too low, being at $42.60 per acre whereas the said land under a fair just and reasonable appraisement are worth sixty dollars per acre.

2d That the said appraisement was made without any sufficient examination of the land, and improvements thereon.

4th That the appraisers were not free-holders residents in the vicinity of the land.

P. B. Cole and Son. Attys for S. Davis.

Afterward, to wit: On the 30th day of March. A. D. 1888 a motion

to set aside the order of sale was filed with the Clerk which reads as follows, to wit:

Motion to set aside Order Sale 5448

Mary W. Bradbury
vs
S. Davis

Court of Common Pleas.
Union County Ohio.

Now comes the said S. Davis and moves the Court to set aside the order of sale issued in the above entitled case, and for grounds of said motion says:

1" The said order does not show the date or term at or before which said supposed judgment or decree was obtained. But is blank in that respect, and dont show to what judgment.

2" It recites a judgment in favor of Mary Bradbury and S. Walworth, when no such joint judgment was obtained. And recites the amount of such supposed judgment in favor of said parties at $1731 20/100 when their decree were separate and neither one for said amount — or any amount jointly.

3." It recites and requires defendant S. Davis shall pay said M. S. Bradbury and S. Walworth $1731. 39 When they are not joint creditors and neither has judgment for any such amount.

4" The description of the lands to be sold in such order is defective. — in this to wit: It is ambiguous as to the interest to be sold. And the said description is fairly susceptible of two interpretations, by one of which S. Davis would appear to own six sevenths only, of all the lands described and by the other six-sevenths of a part and the whole of the remainder. And the appraisement under the order is subject to the grave doubt. And said description is misleading materially in that respect.

5." The said order of sale does not follow the decree. Which is several.

Amount of decree not endorsed on writ. Writ not issued to Sheriff of special Master Commissioner as ordered by the Court.

Motion for Receiver.

Afterward, on the 31" day of March, A. D. 1888, a motion for Receiver was filed with the Clerk which reads as follows, to wit:

5448.

Mary W. Bradbury
vs.
S. Davis et. als.

Court of Common Pleas
Union County Ohio.

We plaintiff and Sarah Walworth make their joint and seperate motion for the appointment of a Receiver in the cause to care for rent the lands in the petition described for reasons following: The land is altogether 125 acres being six-sevenths of 34 1/10 acres and all of the 96 1/2 acres and is not worth more than the appraisement and will not sell for $40 per acre as they believe.

The whole of the mortgage liens now amount to $5-5-60 and the taxes are $52 58/100 and the costs will probably amount to $100. Making a total of $5712. — the land is all improved farm which should rent for $350 per annum.

Neither of said defendants have any means to pay any balance of said liens. The crops of 1888 will be commenced

before the May term and therefore in as much as the land is insufficient to pay the said sums there should be a Receiver appointed.
March, 31st 1888

J. W. Robinson & Geo. L. Wake
Attys for Plff and S. Walworth.

We waive service of Notice for us March 31st 1888,
P. B. Cole and Son Defts. attys.

Motion to set aside Sale. 5448

Afterward, On the 5th day of April A. D. 1888, a Motion to set aside the Order of Sale was filed with the Clerk which reads as follows,

Mary W. Bradbury
vs
S. Davis et. als.

Common Pleas Court,
Union County Ohio.

Now comes the defendant S. Davis and moves the Court to set aside the sale returned in this case — For the following reasons;
1." Irregularity in the Order of Sale issued — as set forth in motion on file, to wit: Said order.
2." Irregularity in the appraisement as set forth in motion on file, to wit: same.
3. — Any other defects apparent on the return and proceedings.

Afterward, On the 6th day of April, 1888, an Entry setting aside sale &c., was filed with the Clerk of the Court which reads as follows, to wit;

Entry. 5448.

Mary Bradbury Plff.
vs.
S. Davis et. al. Defts.

Court Common Pleas
Union County Ohio.

This cause came on for hearing on motion to set aside the Order of Sale, the sale and appraisements and for appointment of a Receiver was by consent of parties submitted on all of said motions together. On consideration whereof the Court sustain the motion to set aside the sale, and order of sale issued, and appraisements and the sale and order are hereby set aside. The motion for appointment of Receiver is overruled.

Cole.

J. W. Robinson for Plff.

Afterward, On the 21st day of May 1888, An Order of Sale was filed with the Clerk of the Court which reads as follows, to wit:

Order of Sale. 5448.

The State of Ohio
Union County, ss

To the Sheriff of said County — Greeting:
As special Master Commissioner.

Whereas, At a term of the Court of Common Pleas held in Marysville in and for said County, on the 9" day of January A. D. 1888, in the cause of Mary W. Bradbury Plaintiff, and S. Davis Minerva Davis, and S. Walworth Defendants, said Mary W. Bradbury obtained a judgment or decree against the said S. Davis and Minerva Davis for the sum of Twelve-hundred and Eighty three $\frac{83}{00}$ Dollars and Eleven and $\frac{57}{00}$ Dollars costs of suit; And Whereas, it was then and there by said Court ordered, adjudged and decreed, that the said S. Davis and Minerva Davis, shall within 20 days from the 9th day of Jan. 7th A. D. 1888, pay into the said Mary W. Bradbury the said sum of Twelve-hundred and Eighty-seven $\frac{33}{00}$ Dollars with interest from

the 24th day of Oct., A. D., 1887, at the rate of six 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 as Special Master Commissioner commanding him to proceed according to the Statue regulating judgments and executions at law, to sell the real estate described in plaintiffs petition, &c.; And whereas, the 20 days aforesaid have fully expired and the sum of $1283 33 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise and advertise and sell, as aforesaid, the following lands and tenements, to wit: Situated in the Township of Leesburg County of Union and State of Ohio, bounded and described as follows: In Survey 6010, the undivided ½ of the following described premises. And being all of the right title interest and claim in and to said premises, to wit: Beginning at a stone in the center of the Marysville Gravel Road, in the north line of the said Survey and corner to lands owned by John Brannans heirs: thence with said road in the center line of S. 25° W. 103 poles and 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 L. M. Brannan: thence with said line N. 11° W 71 poles and 22 links to a stone in the North line of the Ladd Survey, and south line of said Brannans heirs; thence with said line N. 80° 5' W 39 poles and 8 links to the place of beginning, containing 34 and 2/7 acres more or less.

Also all of the following part of said Survey No. 6010, Beginning at a stone in the Marysville Gravel road, in the south line of Survey No. 803 and in the N. line of the Ladd Survey; thence S. 25° W 74 1/2 poles with said Road to a stake; thence south 80° W 138 poles to a stake in the E. 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 95 2/4 acres more or less. being the land conveyed by C. S. Hamilton as Administrator of H. H. Wills to Alf. Scott, by deed bearing date April 1st, 1864. The above two pieces being land conveyed by N. Cleeby and Wife to said S. Davis by deed dated March 24th 1883.

We therefore command you, That you proceed to carry said order, judgment and decree into executions 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 proceed 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 11th day of April A. D. 1888. (Seal) R. McCrory Clerk

Sheriffs. Return. 5448.

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

In obedience to the command of the Order of Sale hereto annexed

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I did on the 16" day of April, 1888, summon J. B. Whelply, E. L. Price and G. W. Court three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements herein described, and afterwards on the 16" day of April, A. D. 1888, said appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at Forty Dollars per acre for the 95 acres and Forty-three Dollars per acre for the 34 acres. 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 18" day of April, I caused to be advertised in the "Marysville Tribune" (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 19" day of May, A. D. 1888, at one o'clock, P. M. of said day, and having advertised the said land and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did on the 19" day of May, A. D. 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came L. E. Brannan who bid for the 34 acre tract the sum of $33.00 per acre and for the 95 acre tract $30 per acre, the said sum being more than two-thirds of the appraised value thereof, and said L. E. Brannan being the highest bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of $33.00 per acre for the 34 acre tract and $30.00 per acre for the 95 acre tract.

W. Hopkins Sheriff of
Union County Ohio.

Sheriffs Fees.		
Service.		30
Summoning Appraisers.	1	20
Conveying " " .	1	00
Writing Appraisal.		30
Copy of " " .		30
Notice to Printer.		30
Affidavit of Printer.		30
Mileage.	1	44
Poundage.	44	97
Total.	50	11
Appraisers Fees.	3	00
Printers Fees.	24	00

Proof of Publication

5448.

Afterward, On the 22" day of May, A. D., 1888, the following Proof of Publication was filed with the Clerk of the Court which is as follows to-wit:

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, 18" 1888.

W. O'Shaver.

Sworn to and subscribed in my presence this 29" day of May, 1888

Seal

R. McCrory. Clerk.
Court Common Pleas, Union County Ohio.
Doc. P. Page 165

W. W. Bradbury
vs
L. Davis 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, Saturday May 19th, 1888, 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 Leesburg, county of Union and State of Ohio, and bounded and described as follows: Survey No 6010.

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 center of the Marysville Gravel Road, in the north line of the Ladd Survey, and corner to lands owned by John Brannans heirs; thence with the said road in the centre thereof, south 25° west 123 poles and 23 links to a stone in the north line of lands owned by S. A. McAdow; thence with said line north 79 3/4° east 99 poles to a stone and elm in the west line of lands owned by T. M. Brannan; thence with said line north 1° west 71 poles and 22 links to a stone in the north line of the Ladd Survey, and south line of the said Brannans heirs; thence with said line north 80° 5' west 89 poles and 8 links to the place of beginning, containing 34 and two-sevenths acres more or less.

Also, all of the following part of said Survey No. 6010: Beginning at a stone in the Marysville Gravel Road, in the south line of Survey No. 803, and in the north line of the Ladd Survey; thence south 25° west 74 1-10 poles with said road to a stake; thence south 80° west 138 to a stake in the east line of Survey No. 5613; thence with said line north 9° west 123 poles to a stake; thence with the south line of Survey No. 803, south 81° east 187 8-10 poles to the place of beginning, containing 95 1-2 acres, more or less. Being the land conveyed by C. S. Hamilton, as administrator of W. W. Wills, to Alf. Scott, by deed bearing date April 1st 1864. The above two parcels being the land conveyed by N. Chesley and wife to S. Davis by deed bearing date March 24th, 1883.

First described tract, containing 34-2-7 acres, appraised at $43.00 per acre. Second described tract, containing 95-1-2 acres appraised at $40.00 per acre. Terms of Sale, Cash.

W. Hopkins, Sheriff of
Union County, Ohio.

George L. Dake, Atty.

Afterward, On the 23rd day of May, A. D. 1888, a Motion to set aside Sale was filed with the Clerk of the Court which is as follows, to wit:

Motion to set aside Sale. 5448.

Mary W. Bradbury Pltff
S. Davis et. al. Defts. | Court of Common Pleas.

Now comes the defendant S. Davis and moves the Court for an order setting aside the Order of Sale herein before made in this case. For grounds of this motion he says: 1st Said sale has not been made in conformity with the provisions of the statute.

There is irregularity in said proceedings and sale in this, to wit: 1st The Sale was not made and returned by the Sheriff as Special Masters Commissioner as directed by the Decree.
2nd The Order of Sale does not follow the Decree, and

Entry setting aside Sale. 5448.

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Motion 5448.

3." There is no record of return of former Order of Sale.
4" The amount of the debt and decree is not endorsed on the Writ, nor the time of it receipt.
5." The return of the appraisal is not certified by the Sheriff as a true copy, and does not give page - No of case or Letter of Ex. Doc. It was not returned forthwith.
6." There is no record of issuance of the writ.
7." The land was appraised in parcels without authority and to the detriment of defendant, and sold in like manner.
8." The appraisement is grossly below the value of the land and the sale grossly below the 2/3 of the real value of the land.
9" The appraisers were all residents of the town of Marysville distant from the land and none of them farmers. And two of them are persons connected with Banks as employes or partners which are regularly engaged in the business of discounting Mortgages on real estate in said County and collecting the same. And therefore not disinterested. They are also speculators in real estate in said and other counties.
10." The appraisement is of the undivided 6-7 of the 34 acre tract, and not of the whole land.
11." $37.$^{49}/_{00}$. Costs are endorsed for which defendant is not liable.

P. B. Cole and Son. Defts. Atty.

Afterward, On the 7." day of June, A. D. 1888. an Entry setting aside Sale was filed with the Clerk of the Court which is as follows, to wit:

Entry setting aside Sale. 5448.

Mary W. Bradbury
vs
S. Davis et. al.

No. 5448.

This cause coming on for hearing before the motion of the defendant to set aside the Sale and the motion of Plaintiff to confirm same was submitted to the Court. On consideration whereof the Court do sustain the Motion of defendant and overrule the motion to confirm Sale, and the said Sale and appraisement are hereby set aside for want of proper endorsement of the Writ.

J. W. Robinson for pltff.

Mary W. Bradbury Pltff.
vs
S. Davis et. al. Defts.

Pracipe filed June. 8". 1888.

Pracipe. To the Clerk:

Issue Order of Sale in the above entitled case to the Sheriff of Union County Ohio, as special Master Commissioner, returnable according to law. Indorse amount claimed by Sarah Walworth on her cross petition. 447^{99}/_{00}$, with six per cent. interest, from Oct. 24", 1887.

M. W. Bradbury
vs
S. Davis et. al.

Court of Common Pleas.

Motion for Receiver.

Motion 5448. The Pltff and the Defendants holding parts of the notes and Mortgages in the petition and decree described in this case move the Court to appoint a Receiver to take charge of the farm and pro-

ducts and apply same on the liens. The cause and ground of this application is that the whole property is not sufficient to pay said liens and taxes and costs and the property is being neglected and S. Davis is not responsible.

J. W. Robinson and Geo. L. Wake Attys. for Lien holders.

Afterward, On the 14th day of July, A. D. 1888, an Order of Sale was filed with the Clerk of the Court which is as follows, to wit:

Order of Sale

5448.

The State of Ohio, Union County, ss } To the Sheriff of said County - Greeting:
As special Master Commissioner.

Whereas, at a Term of the Court of Common Pleas held in Marysville, in and for said County, on the 9th day of January, A. D., 1888, in the cause of Mary W. Bradbury Plaintiff and S. Davis, Minerva Davis and S. Walworth Defendants, said Mary W. Bradbury obtained a judgment or decree against the said S. Davis and Minerva Davis for the sum of Twelve hundred and Eighty three and 33/00 Dollars, and Eleven and 50/00 Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said S. Davis and Minerva Davis shall within 20 days from the 9th day of Jan., A. D., 1888, pay unto the said M. W. Bradbury the said sum of Twelve hundred, Eighty-three and 33/00 Dollars with interest from 24th day of Oct., A. D., 1887, and the rate of 6 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $11 27/00 and upon default to pay the same, that an order of sale issue to the Sheriff, as Master Commissioner, of this County commanding him to proceed according to the Statue regulating judgements and executions at law, to sell the real estate described in Plaintiffs petition. And whereas, the 20 days aforesaid have fully expired and the said sum of $1283.33 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to wit: Situated in the Township of Leesburg, County of Union and State of Ohio, bounded and described as follows: 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: On Survey No. 6010. Beginning at a stone in the center of the Marysville Gravel Road in the north line of the said survey and corner to lands owned by John Brannans heirs:

Thence with said road and center line of S 25° W 103 poles and 23 links to a stone in the north line of lands owned by S. A. Mc Adow, thence with said line N. 79¾ E. 99 poles to a stone and elm in the line of lands owned by T. M. Brannan: Thence with said line N. 11° W 71 poles 22 links to a stone in the north line of Ladd Survey and south line of said Brannans heirs; Thence with said line N. 80° 5' W. 39 poles 8 links to the place of beginning, containing 34 2/7 acres of land. Also "All" of the following tract; Part of said Survey No. 6010. bounded and described as follows; Beginning at a stake in Marysville gravel Road in the south line

Sheriffs Return. 5448

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of Survey No. 803. Thence S. 25° W. 74½ poles with said road to a stake; Thence S. 80° W 138 poles to a stake in the 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. to the place of beginning, containing 96½ acres more or less. Being the land conveyed by C. S. Hamilton, administrator of W. W. Wills to Alf. Scott by deed bearing date April 1," 1864.

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 procede 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" day of June A. D., 1888.

R. McCrory Clerk.

Sheriff's Return.

The State of Ohio
Union County ss

In obedience to the command of the Order of Sale to me annexed I did on the 8" day of June, 1888, summon J. W. Tobin, R. Freshwater and Asa Langstaff, 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" day of June, A. D. 1888, 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 $50.00 per acre for the 34⅔ acre tract, and $48.00 per acre for the 95½ acre tract. 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 13" day of June, 1888, 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 14" day of July, A. D. 1888. at one o'clock, P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks: and in pursuance to said notice, I did on the said 14" day of July, A. D. 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came James Wilcox, who bid for the 34⅔ acre tract the sum of $40.00 per acre, and T. C. Burton who bid for the 95½ acre

Sheriff's Return 0448

Sheriff's Fees.		
Service.		30
Summoning Appraisers.	1	20
Conveying " "	1	50
Writing appraisal.		30
Copy of Appraisal.		30
Notice to Printer.		30
Affidavit of Printer.		30
Mileage.	1	28
Poundage.	53	28
Total.	58	66
Appraisers Fee.	8.	00
Printers Fee.	24	00

tract the sum of $33.00 per acre, and said sums being more than two thirds of the appraised value thereof, and said James Wilcox and said L. E. Burton 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 forty Dollars per acre and thirty-three dollars per acre respectively.

W. Hopkins Sheriff.
By L. L. Wall. Deputy.

Afterward, On the 16th day of July, A. D. 1888. the following Proof of Publication was filed with the Clerk of the Court which is as follows, to wit:

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 newspaper of general circulation in the County of Union, the first publication beginning with April 18th 1888.

W. A Shearer.

5448.

Court of Common Pleas, Union County Ohio.
Doc. P. Page 165

Mary W. Bradbury
vs
S. Davis, et. al.

On Order of Sale.

Order of Sale.

5448.

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, July 14th 1888, 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 Leesburg, County of Union and State of Ohio, and 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: in Survey No. 6010:

Beginning at a stone in the center of the Marysville Gravel Road, in the north line of the said Survey, and corner to lands owned by John Brannans heirs: thence with said road and centre line of, South 25° west 123 poles 23 links to a stone in the north line of lands owned by S. A. McAdow: thence with said line north 79¾° east 99 poles to a stone and elm in lands owned by L. M. Brannan: thence with said line north 11° west 71 poles and 22 links to a stake in the north line of the Ladd Survey and south line of said Brannans heirs: thence with said line north 80° 5' 39 poles and 8 links to the place of beginning, containing 34 and 2-7 acres of land.

Also, "all" of the following tract, being part of said Survey No 6010, bounded and described as follows:

Beginning at a stake in the Marysville Gravel Road, in the south line of Survey No. 803: thence South 25° west 74 1-10 poles with said road to a stake: thence south 80° west 138 poles to a stake in the line of Survey No. 5613: thence with said line line north

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4° west 123 poles to a stake: thence with the south line of Survey No. 803, south 81° east to the place of beginning, containing 95½ acres more or less.

Being the land conveyed by H. H. Wills, to Alf. Scott, by deed bearing date of April 1." 1864.

First described tract, containing 34 and two-sevenths acres, appraised at $50.00 per acre.

Second tract described, containing 95½ acres, appraised at $48.00 per acre. Terms of Sale, Cash.

Marion Hopkins, Sheriff of Union County, Ohio.
As Special Master Commissioner.

James W. Robinson, Atty.

Afterward, On the 14" day of July, 1888. An Order of Sale was filed with the Clerk of the Court, which is as follows, to wit;

Order of Sale. $448.

The State of Ohio } To the Sheriff of said County— Greeting:
Union County, ss } As Master Commissioner.

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 9" day of January, A. D. 1888, in the cause of Mary W. Bradbury Plaintiff, and S. Davis and Minerva Davis for the sum of Four hundred and forty seven and 97/100 Dollars, and Eleven and 58/100 Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said S. Davis and Minerva Davis shall within 20 days from the 9" day of Jan. A. D. 1887, pay unto the said Sarah Walworth the said sum of Four hundred and forty Seven 97/100 Dollars, with interest from the 24" day of October, A. D., 1888, at the rate of 6 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $11.58 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. And whereas, the 20 days aforesaid have fully expired and the said sum of $447.97 with interest and costs have not been paid as aforsaid, as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforsaid, the following lands and tenements, to wit: Situated in the township of Leesburg, County of Union and State of Ohio, bounded and described as follows:

The six-sevenths of the following described premises and being all of their right title interest and claim in and to said premises, to wit: Being part of Survey No. 6010— Beginning at a stone in the Center of the Marysville Gravel Road in the north line of the Ladd Survey and corner to lands owned by John Brannan's heirs; thence with said road and centre line of S 25° W 103 poles 23 links to a stone in the north line of lands owned by S. A. McAdow; thence with said line N. 79½ E. 99 poles to a stone and elm in the west line of lands owned by T. M. Brannan; thence with said line N. 11° W. 71 poles 22 links to a stone in the north line of the Ladd Survey and south line of said Brannan's heirs; thence with said line N. 80° 5' W. 39 poles 8 links to the place of beginning, containing 34 and 2-7 acres of land, more or less.

Also, all of the following tract. Part of said Survey No. 6010, bounded and described as follows. Beginning at a stake in the Marysville gravel Road in the south line of Survey No. 803; Thence S 25° W 74 6/10 poles with said road to a stake; Thence S. 80° W. 138 poles to a stake in the line of Survey No 5613; Thence with said line N. 9° W. 123 poles to a stake; Thence with south line of Survey No. 803 S 81° E— to the place of beginning, containing 95½ acres more or less, Being the land conveyed by C. S. Hamilton, administrator of D. D. Wills to Alf Scott by deed bearing date April 1st 1864.

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 herein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville Ohio, this 8th day of June, A. D. 1888.

{Seal} R McCrory Clerk.
W. M. Deputy.

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

Sheriff's Return. 5448.

In obedience to the command of the Order of Sale hereto annexed I did on the 8th day of June, 1888 summon J. W. Tobin, R. Freshwater and Asa Langstaff, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 8th day of June A. D. 1888, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate estimate and appraise the real value in money of the same at $50.00 per acre for the 34 2-7 acre tract, and $48.00 per acre for the 95½ acre tract. A certified of said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County, and on the 13th day of June, 1888, 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 14th day of July, A. D. 1888, at one o'clock P. M. of said day.

And having advertised said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pur-

Sheriff's Fees.		
Service.		30
Summoning Appraisers.	1	20
Conveying " "	1	50
Writing Appraisal.		30
Copy of "		30
Notice to Printer.		30
Affidavit of Printer.		30
Mileage.	1	28
Total.	5	48
Appraisers' Fees.	3	00

to said notice, I did on said 14th day of July, A.D. 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came James Wilcox, who bid for the 34 ⅔ acre tract the sum of $40. per acre. And T. E. Burton who bid for the 45½ acre tract the sum of $33. per acre and said sums being more than two thirds of the appraised value thereof, and said James Wilcox and T. E. Burton being the highest and best bidder therefor. I then and there publicly sold and struck off said lands and tenements to them for the said sum of $40.00 per acre and $33.00 per acre respectively.

W. Hopkins, Sheriff.
Per T. T. Wall. Deputy.

Afterward, On the 16th day of July, A.D. 1888, An "Entry" was made on the Journal by the Clerk of the Court of Common Pleas which is as follows, to wit:

Entry 5448.

Mary W. Bradbury
vs
S. Davis et. al.

Court of Common Pleas.
Union County, Ohio.

This day came on this cause to be heard on the motion to confirm the sales made of the land in petition described July. 14th, 1888, and the Court finding said sales regular do confirm the same and the Court order and decree that said sales be confirmed and the Sheriff of this Court execute to the said purchasers a deed in fee-simple for the parcels of land by them respectively purchased conveying the interest of all the parties therein and the Court order that out of the purchase money, the Sheriff pay the taxes now due as far as the said purchase money may go in satisfaction of said notes secured by said Mortgage. And the said Sheriff is authority and directed to give possession of said lands to said purchasers respectively.

Attest T. McCrory Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, the 27th day of February, in the year of our Lord one-thousand-eight-hundred and eighty eight.

Hereto fore, to wit:

Abram Sharp
vs
Edward A. Goff
Emilya L. Goff
Nora E. Goff.

Common Pleas Court
Union County Ohio.

Petition 5405

Afterward, On the 1st day of Oct., A.D. 1887 a Petition was filed with the Clerk of the Court which as follows, to wit;

The Plaintiff Abram Sharp says, that on or about the 25th day of April 1882. the Defendant Edward A. Goff made and delivered to the Plaintiff in writing, and thereby conveyed to the said Plaintiff his heirs and assigns forever the following real estate

situated in the County of Union, in the State of Ohio, and bounded and described as follows: Beginning at a Hickory and Elm Stump in the center of the Foreman and Lyons road and north easterly corner to Samuel Sherman's land; Thence with the easterly line of Hirams Bowers and Mathew Goodings Land, N 36° W 107 poles to a Stake, three ashes and a beech corner to said Mathew Goodings; Thence with another of his lines N. 79° E 90 poles to a Stake corner to said Goodings Land, in the easterly line of Survey No 1997; Thence with said line S 38½° E. 83 poles to a Stake in the center of the said Foreman and Lyons road; Thence with the center of said road S. 63½° W 88 poles to the beginning, containing forty-nine acres, more or less, and being part of Survey No. 1997, and being the same land conveyed by Abram Shark and wife to said Edward A. Goff.

Said deed is subject to a condition therein written whereas it is in substance provided, that if the said Edward A. Goff, or any one for him, shall pay, or cause to be paid, unto the said Abram Shark his heirs and assigns according to their tenor and effect, the said Edward A. Goff's five [5] promissory notes dated Columbus, Ohio, April, 25th 1882, and payable to the order of said Abram Shark; the first for $600, and the second, third fourth and fifth, for three-hundred[$300] Dollars, each payable March 1st 1883, March 1st 1884, March 1st 1885, March 1st 1886 and March 1st 1887 respectively: All of said notes draw interest from March 1st 1882, payable annually, and eight[8] per cent after maturity, if not paid when due; said notes given in part payment of the purchase money for said premises herein before described; then said mortgage deed to be void, otherwise to be and remain in full force and virtue in law forever. Said Mortgage deed was delivered for record to the Recorder of Union County aforesaid April 28th 1882, and is duly recorded in the Record of Mortgages in said County Vol. 17, at page 473. Said Edward A. Goff paid, on the note for six-hundred dollars described in said Mortgage, on March 1st 1883, five hundred and twenty eight dollars[$528]; And he also on said March 1st 1883, paid the interest on the residue of the notes described in, and secured by said Mortgage to the same date.

No other payment has been made on said notes or either of them. There is due on the notes secured by the said Mortgage, One hundred and eight dollars and interest thereon at the rate of eight[8] per cent. from March 1st 1883; Three-hundred Dollars and six per cent thereon from March 1st 1883, to March 1st 1884; and eight per cent. interest thereon from March 1st 1884, till paid. Also six per cent interest on $18.00 the interest due March 1st 1884 from that date. Three-hundred Dollars and six[6] per cent interest thereon from March 1st 1883 to March 1st 1885, and eight per cent interest thereon from March 1st 1885 till paid: Also six[6] per cent interest on $18.00 from March 1st 1884 and on $18.00 from March 1st 1885. Three-hundred dollars, and six per cent interest thereon, from March 1st 1883, to March 1st 1886, and eight per cent interest thereon from March 1st 1886 until paid; Also six[6] per cent interest on

Second Cause of Action

Third Cause of Action.

Fourth Cause of Action.

on $18.00 from March 1st, 1884, and six [6] per cent interest on $18.00 from March 1st, 1885, and six per cent interest on $ 18.00 from March 1st, 1886.

Three-hundred dollars and six [6] per cent interest thereon from March 1st, 1883 to March 1st, 1887, and eight [8] per cent interest thereon from March 1st, 1887 until paid, also [6] six per cent interest on $18.00 from March 1st 1884, and six [6] per cent interest on $18.00 from March 1st, 1885, and [6] six per cent interest on $18.00 from March 1886, and six [6] per cent interest on $ 18.00 from March 1st, 1887.

Said mortgage has become absolute by reason of the failure to pay the money secured thereby, and the Plaintiff is entitled to have the said mortgage foreclosed, the premises above described sold, and the proceeds of sale applied to payment of the money due thereon to the plaintiff.

Since the Execution of said Mortgage the said Edward A. Goff conveyed the premises herein before described to one Vernon Goff who subsequently conveyed the same to the defendants Emily L. Goff and Nora E. Goff who claim some interest therein.

Plaintiff asks the Court to find and adjudge the amount due of the money secured by said Mortgage, that the said premises may be sold under order of the Court, and the proceeds applied in payment of money due the plaintiff as above set forth, and for other equitable relief.

Second Cause of Action

Plaintiff says that the defendant Edward A. Goff on April 25th 1882 made and delivered to the Plaintiff for value, his promissory note and thereby promised to pay Plaintiff six-hundred Dollars March 1st 1883 with six per cent interest till due, and eight [8] per cent interest after maturity, on March 1st 1883, said defendant paid on said note Five-hundred and Twenty-eight Dollars. No other payment has been made thereon.

There is due the plaintiff from said defendant on said note One hundred and eight Dollars and [8] eight per cent. interest per annum from March 1st, 1883.

Third Cause of Action.

Plaintiff says that the defendant Edward A. Goff on April 25th, 1882, made and delivered to the plaintiff his promissory note, and thereby for a valuable consideration promised to pay the plaintiff Three-hundred dollars March 1st, 1884. with interest at [6] six per cent per annum until maturity, and interest after due at the rate of eight [8] per cent per annum.

Said defendant subsequently paid the interest on said note to March 1st 1883. No other payment has been made thereon.

There is due the Plaintiff on said note Three-hundred Dollars and interest thereon at six [6] per cent payable annually from March 1st 1884, and [8] eight per cent interest from March 1st 1884. Also interest at six [6] per cent on $ 18.00 from March 1st, 1884.

Fourth Cause of Action.

Plaintiff says that the defendant Edward A. Goff, on April 25th, 1882 made and delivered to the plaintiff his promissory note and thereby for valuable consideration promised to pay the Plaintiff Three-hundred Dollars on March 1st 1885 with interest thereon till due at the rate of six [6] per cent per annum payable annually until due, and interest after maturity at the rate of [8] eight per cent per annum. On March 1st, 1883 interest was paid to that date.

No other payment has been made thereon. There is due the Plaintiff on said note Three-hundred dollars, with interest at six [6] per cent per annum payable annually from March 1st 1883 to March 1st 1885; and interest at [8] eight per cent per annum from March 1st 1885. Also [6] six per cent. interest on $18.00 from March 1st 1884, and on $18.00 from March 1st 1885.

Fifth Cause of Action.

6405

Plaintiff says that the defendant Edward A. Goff on April. 25th 1882 made and delivered to the Plaintiff his promissory note and there by for a valuable Consideration promised to pay the Plaintiff Three-hundred Dollars on March 1st 1886, with interest till due at the rate of [6] per cent per annum payable annually, and interest at [8] eight per cent per annum after maturity. There is due there on to the Plaintiff Three-hundred dollars and interest at six [6] per cent. from March 1st 1883, to March 1st 1886, and interest at [8] per cent. from March 1st 1886. And interest on $18.00 from March 1st 1884 and on $18.00 from March 1st 1885; and on $18.00 from March 1st 1886.

Sixth Cause of Action

5405

Plaintiff says that the Defendant Edward A. Goff on April. 25th, 1882, made and delivered to the Plaintiff his promissory note and there by promised to pay the plaintiff on March 1st, 1887, Three-hundred Dollars, with interest at the rate of [6] six per cent. payable annually and interest after maturity at the rate of [8] eight per cent.. The interest on said note was paid to March 1st 1883. No other payment has been made thereon. There is due to the Plaintiff on said note Three-hundred Dollars and [6] six per cent, per annum interest from March 1st 1883. And interest from March 1st, 1887 at [8] eight per cent. Also interest interest on $18.00 from March 1st 1884, and on $18.00 from March 1st 1885; and on $18.00 from March 1st 1886, and on $18.00 from March 1st, 1887.

The Plaintiff in addition to the judgment prayed for on the first cause of Action asks for a personal judgment against said Edward A. Goff. for $108. . And eight per cent interest per annum from March 1st, 1883, and for $300. and six per cent interest per annum from March, 1st 1883 to March, 1st 1884 and eight per cent per annum interest from March 1st 1884. Also interest on $18.00 from March, 1st, 1884. Also interest on $18.00 from March 1st, 1884 and for $300.00 and six per cent interest per annum from March 1st 1883 to March 1st 1885 and eight per cent per annum from March 1st 1885; Also for interest on $18.00 from March 1st, 1884 and on $18.00 from March 1st, 1885. And for $300. and six per cent interest per annum from March 1st 1883 to March 1st, 1886, and eight per cent per annum from March 1st 1886, Also for interest on $18.00 from March 1st, 1884, and on $18.00 from March 1st 1885. and on $18.00 from March 1st 1886. And for $300. and six per cent interest per annum from March 1st 1883 to March 1st 1887, and eight per cent interest from March 1st, 1887, Also for interest on $18.00 from March 1st, 1884 and for interest on $18.00 from March 1st, 1885, and for interest on $18.00 from March 1st 1886 and for interest on $18.00 from March 1st, 1887.

Abram Sharp.

Copies of Notes

The State of
Franklin

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Pracipe.

The State of Ohio
Franklin County

Abram Sharp the Plaintiff being sworn makes oath that he believes the facts stated in the foregoing petition to be true.

Abram Sharp.

Sworn to before me and subscribed in my presence this 5th day of March. 1887.

(Seal.) Walter B. Page. Notary Public. Franklin County. Ohio.

Copies of Notes

Copies of the notes with indorsements thereon.

1st $600.00/xx Columbus. Ohio. April. 25th. 1882.

On March 1st 1883 after date I promise to pay to the Order of Abram Sharp Six-hundred Dollars at Columbus Ohio, with interest from March 1st 1882 payable annually, and eight [8] per cent after maturity until paid. for value received. Edward A. Goff.

Indorsement.

Received March 1st, 1883, Five-hundred and twenty-eight dollars on the within note. Leaving a balance due of One-hundred and eight dollars including the interest.

2d $300.00/xx Columbus Ohio. April. 25th. 1882

On March 1st, 1884 after date I promise to pay to the Order of Abram Sharp Three-hundred Dollars at Columbus Ohio, with interest from March 1st, 1882 payable annually. and eight [8] per cent after maturity until paid for value received. Edward A. Goff.

Indorsement. Interest paid to March 1st, 1883.

3d $300.00/xx. Columbus, Ohio. April 25th 1882.

On March 1st, 1885, after date I promise to pay to the Order of Abram. Three hundred Dollars at Columbus Ohio. with interest from March 1st, 1882 payable annually, and eight [8] per cent after maturity until paid.

Value received Edward A. Goff.

Indorsement. Interest paid to March, 1883.

4th $300. Columbus, Ohio. April, 25th. 1882.

On March, 1st, 1886, after date I promise to pay to the Order of Abram Sharp Three-hundred Dollars at Columbus Ohio. with interest from March 1st 1882 payable annually and eight [8] per cent after maturity until paid

Edward A. Goff.

Indorsement. Interest paid to March, 1st 1883

5th $300 Columbus Ohio. April, 25th 1882

On March, 1st 1887, after date I promise to pay to the Order of Abram Sharp Three-hundred dollars at Columbus Ohio, with interest from March 1st. 1882 payable annually, and eight [8] per cent after maturity until paid

Value received. Edward A Goff.

Indorsement. Interest paid to March 1st, 1883.

Abram Sharp
vs
Edward A. Goff.
Emma Goff
Nora Goff.

Pracipe.

Pracipe. To the Clerk: Issue Summons for defendants to the Sheriff of Union County returnable According to Law. Amount Claimed

to be indorsed on Summons. $108.00 with 8 per cent interest from March 1st 1883. $300.00 with six per cent interest from March 1st, 1883 till March 1st, 1884 and 8 per cent from March 1st, 1884 and interest on $18.00 from March 1st 1884. — $300 with 6% interest from March 1st, 1883 till March 1st, 1885 and eight per cent interest from March 1st, 1885 and interest on $18.00 from March 1st, 1884 and interest on $18.00 from March 1st, 1885. $300. with six [6] per cent from March 1st, 1883. till March 1st 1886 and eight [8] per cent interest from March 1st, 1886, and interest on $18.00 from March 1st 1884 and interest on $18.00 from March 1st, 1885, and interest on $18.00 from March 1st, 1886. And $300. and 6 per cent interest from March 1st 1883 till March 1st, 1887 and eight per cent interest from March 1st 1887, and interest on $18.00 from March 1st, 1884 and on $18.00 from March 1st, 1885 and interest on $18.00 from March 1st 1886 and interest on $18.00 from March 1st, 1887.

Robinson and Piper Attys for Pltffs.

Summons 5405

Afterward, On the 1st day of Oct. A.D. 1887. A Summons was filed with the Clerk of the Court which is as follows, to-wit:

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

We command you to notify Edward A. Goff, Emily L. Goff and Nora E. Goff, that they have been sued by Abram Shank in the Court of Common Pleas of Union County, and that unless they answer by the 29th day of October, 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 10th day of October, A.D. 1887.

(Seal) John D. Burgner Clerk.

Endorsements: Amounts claimed $108- with 8% int from March 1st, 1883. $300. with 6% int. from March 1st 1883 to March 1st 1884 & 8% int from Mar. 1st, 1884 and int on $300 " " " " 1st, 1884 $300 with 6% " " " " 1, 1883 " " 1st 1885, " " " " 1st 1885 and int on $18.00 " " " " 1, 1884 " " " $18.00 " " " " 1, 1885 $300 with 6% int " " " " 1, 1883 " " 1, 1886, " " " " 1, 1886 and int. on $18.00 from March 1st, 1884 " " " $18.00 " " 1st, 1885 " " " $18.00 " " 1st, 1886 " $300 with 6% int. from March 1st, 1883 to Mar 1st, 1887 and 8% int from Mar. 1st 1887 " int. on $18.00 " " 1st, 1884. " " " $18.00 " " 1st 1885 " " " $18.00 " " 1st 1886 " " " $18.00 " " 1st 1887.

Sheriffs Return. 5405

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

Received this Writ at 2 o'clock P.M. 1st day

of Oct., A.D. ing a certif named de

Sheriffs.
Service.
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Copy.
Total. 4

Summons 5405

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Endorsem $300.00 with and int. on $300.00 with 6% and int. on $ " " " $ $300 with 6% and int on " " " $ " " " $ " $300.00 with " int. on $ " " " $ " " " $ " " " $18

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Sheriffs Return 5405

1887, at 4 Pelingen Johnson C

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Mileage. 30
Copy.
Return.
Total.

of Oct., A.D. 1887, and on the 3" 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, Emily L. Goff and Nora E. Goff. The Defendant Edward A Goff, not found in my County

W. Hopkins Sheriff.

Edward A. Goff, can not be found in Paulding County O.

Sheriff.

Sheriffs Fees.		
Service.		45
Mileage.	3	52
Copy.		60
Total.	4	57

Afterward, On the 16" day of Nov. A.D. 1887, a Summons was issued by the Clerk of the Court which is as follows, to wit:

The State of Ohio,
Union County ss

To the Sheriff of Paulding — Greeting:

Summons

5405

We command you to notify Edward A. Goff, that he et.al. have been sued by Abram Shark in the Court of Common Pleas of Union County, and that unless he answers by the 17" day of Dec. A.D. 1887, the petition of said plaintiff against him filed in the Clerks Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 28" day of Nov. A.D. 1887.

Witness my hand and the Seal of said Court, this 16" day of Nov. 1887

John D. Burgner. Clerk.

Endorsements Amounts claimed $108.60 with int 8% from March 1", 1883.
$300.00 with 6% int. from Mar. 1", 1883 to Mar. 1", 1884 and 8% int. from March 1" 1884.
and int. on $18.00 " " 1" 1884
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" " " $18.00 " " 1. 1887.

The State of Ohio
Paulding County ss

Sheriffs Return.

Sheriffs Return

5405

Received this Writ the 19" day of Nov. A.D. 1887, at 4 o'clock P.M. and on the 26" day of Nov. A.D. 1887, I made diligent Search and could not find the within named Defendant whereon to serve this Writ.

Sheriffs Fees.		
Mileage. 30	2	40
Copy.		40
Return.		30
Total.	3	10

David W. Parr Sheriff of
Paulding County, Ohio.

Summons

5405

The State of Ohio
Union County ss. } To the Sheriff of the county of Paulding—Greeting:

We command you to notify Edward A. Goff. that he et. al. have been sued by Abram Sharp in the Court of Common Pleas of Union County, and that unless he answers by the 14th day of Jan. A.D. 1888. the petition of said plaintiffs Abram Sharp against him filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You make due return of this Summons on the 26th day of Dec. A.D. 1887.

Witness my hand and the Seal of said Court, this 16th day of Dec., A.D. 1887.

John L. Burgner Clerk
by A. R. Burgner Deputy.

Endorsement: Amounts claimed $108.42 with 8% int. from Mch. 1st, 1883.
$300.00 with 6% int. from Mch. 1st, 1883, to Mch. 1st, 1884 and 8% int. from Mch 1st 1884.
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and int. on $18.00 " " 1st, 1884 and int on $18.00 from Mar. 1st, 1885
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and $300.00 with 6% int. " " 1st 1883, to Mch. 1st 1887, and 8% int from Mch. 1st 1887
and int. on $18.00 " " 1st 1884 and int on $18.00 from Mch 1st, 1885.
" " " $18.00 " " 1, 1886 " " " $18.00 " " 1st 1887.

Sheriff's Return.

5405

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

Received this Writ Dec. 17th A.D. 1887 at 4 o'clock P.M. and on the 23rd day of December A.D., 1887. Served the same by leaving a true copy at the usual place of residence of the within named Defendant Ed. A. Goff. with all the Endorsements hereon.

David W. Parr Sheriff of
Paulding County, Ohio.

Sheriff's Fees.		
Service.		30
Mileage. 20	1	60
Copy.		20
Postage and Doc.		10
Return.		30
Total.	2	50
	3	10
	5	60

Entry.

5405

Abram Sharp
vs
Edward A. Goff.
Emily L. Goff.
Flora E. Goff.
Defendants

Court of Common Pleas.
Union County Ohio.

This day came this cause, the plaintiff and the defendant still failing to plead and not desiring to plead, this cause was
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A Motion for Recivor

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Motion to set aside Sale

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Afterward, On the 20th day of March, A.D. 1888 an Entry was filed with the Clerk of the Court which is as follows, to wit:

cause was submitted the Court, the plaintiff waiving a jury. Whereupon the Court being fully advised in the premises do find the allegations of the petition to be true and that there is due to the plaintiff from Edward A. Goff, on said notes in the petition described the sum of Eighteen-hundred and thirty-seven dollars.- It is therefore considered, ordered and adjudged by the Court that Plaintiff recover of the Defendant said sum of Eighteen-hundred and thirty-seven dollars with interest on $1308 at 8 per cent, and at 6 per cent on the balance from the 1st day of March together with costs of suit taxed to $.

And the Court further consider order and adjudge that unless said Defendants within five days pay said judgment that an order of sale issue to the Sheriff, commanding him to appraise, advertise and sell the land in said petition described to satisfy said claim secured by mortgage as alleged in said plaintiffs petition and report his proceedings herein according to law.

Afterward, On the 16th day of July, A.D. 1888, A motion for the appointment of a receiver was filed with the Clerk of the Court which is as follows, to wit:

A Motion for Receiver

Abram Sharp
vs
Edward A. Goff et al

Court of Common Pleas
Union County Ohio.
Motion for Receiver.

54 05

The Plaintiff moves the Court to appoint a Receiver in this case to take charge of rent the real estate in the petition described and for cause says the said property is not sufficient to pay the Mortgage decree in this case and defendant is insolvent.

July 14th, 1888. J. W. Robinson atty for Pltff.

I acknowledge notice of the application for Receiver in the above case to be heard on Monday July 16th, 1888.

July 14th 1888.

Motion to set aside Sale

Afterward, On the 16th day of July, a Motion to set aside Sale was filed with the Clerk of the Court which is as follows, to wit:

Abram Sharp Pltf
vs
Edward A. Goff, Deft.

In the Court of Common Pleas
Union County Ohio.

54 05

The defendant moves the Court for an order setting aside its sale heretofore made in the case and for grounds of motion says: That there is no sufficient description of the land advertised for sale. That there is no sufficient appraisement said land only being appraised at $32.00 per acre and its number of acres being unknown. That was no sufficient bid or sale the said pretended bid of Pltf being only $25.00 per acre and the number of acres being unknown. The Sheriffs return is insufficient being for said land at $25.00 per acre, and no survey having been made to quantity. The said proceedings and sale are otherwise irregular.

Cameron and Woodburn.

Afterward. On the 16th day of July. 1888. An Entry was made on the Journal by the Clerk of the Court which is as follows. to wit:

Entry.

Abram Shark
vs
Edward A. Goff. and als.

5405.

Court of Common Pleas.
Motion.

This day came on this cause to be heard by the Court on the motion of defendants to set aside the sale made in this case of the real estate in the petition described and on the motion of plaintiff to confirm said sale. Whereupon the Court being fully advised in the premises do find in favor of the plaintiff and overrule said motion to set aside said sale and confirm said sale and thereupon it is ordered and decreed by the Court that the Sheriff of this County execute and deliver to said purchaser a deed in fee-simple for said real estate conveying to him in full the interest of all said defendants and that he deliver to plaintiff possession of said premises and the Court order that the costs of this proceeding and the taxes now due on said land June 20th 1888 be paid and the balance of the purchase applied as plaintiff decree.

Afterward. On the 30th day of June A. D.. 1888. An Order of Sale was filed with the Clerk of the Court which is as follows, to wit:

Order of Sale.

The State of Ohio.
Union County 3.3.

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 March. A. D. 1888, in the cause of Abram Shark Plaintiff, and Ed. A. Goff. Emily L. Goff and Nora E. Goff Defendant, said Abram Shark obtained a judgment or decree against the said Edward A. Goff and Nora E. Goff for the sum of Thirteen-hundred and eight Dollars, and $ costs of suit: And whereas. it was then and there by said Court ordered, adjudged and decreed that the said Edward A. Goff. et. al. shall within five [5] days from the 20th of March. A. D.. 1888. pay unto the said Abram Shark the said sum of Thirteen-hundred and Eight [$1308] with interest from the 1st day of March. A. D. 1888, at the rate of [6] six per cent. per annum, and to the Clerk of this Court the costs of this action herein taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the Statue regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition. And whereas, the five [5] days aforesaid have fully expired and the said sum of Thirteen-hundred and Eight Dollars with interest and costs have not been paid as aforesaid, as appears to us of record.

5405

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 Washington, County of Union, and State of Ohio, and bounded and described as follows:

Beginning at a hickory and elm stump in the center of the Foreman and Lyons Road, and north-easterly corner to Samuel

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Shermans land: thence with the easterly line of Hirams Bowers and Matthew Goodings lands, north 36° W 107 poles to a stake, three ashes and a beech, corner to said Matthew Goodings: thence with another of his lines north 79° E 60 poles to a stake, corner to said Goodings land, in the easterly line of survey No. 10971, thence with the said line south 38½° E. 38 poles to a stake in the center of said Foreman and Lyons road; thence with the center of said road south 63½ W. 88 poles to the beginning, containing 49 acres, more or less and being part of No. 10971, and being the same land conveyed by Abram Sharp and Wife to Edward A. Goff.

Appraised at $32.00 per acre. Terms of Sale. Cash.

J. W. Robinson, Atty. Marion Hopkins. Sheriff of Union County

We Therefore Command You, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree with costs and interest, as specified herein; and that you make report 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 14th day of May, A. D. 1888.

R. McCrory Clerk.

Sheriffs Return

5405

The State of Ohio
Union County ss

Sheriffs Return.

In obedience to the command of the Order of Sale hereto annexed I did on the 17th day of May, A. D. 1888, summon David Mathew Lingrel and S. S. McPeck, three disinterested free holders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 17th day of May, A. D. 1888, 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 $32.00 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 23th day of May, A. D. 1888.

Sheriffs Fees.		
Service		30
Summoning Appraisers.	1	20
Conveying " "	1	20
Writing Appraisal.		30
Copy of " "		30
Notice to Printer.		30
Affidavit of " ".		30
Mileage.	3	36
Total.	7	26
Appraisers' Fees.	3	00
Printers Fees.	12	00

I caused to be advertised in the Marysville Tribune [a newspaper printed & published and of general circulation in Union County,] said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 30th day of June, A. D. 1888, at one o'clock, P. M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit:

five consecutive weeks; and in pursuance to said notice. I did on said 30th day of June, A.D. 1888. at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came Abram Sharp who bid for the same the sum of $ — and said sum being more than two thirds of the appraised value thereof, and said Abram Sharp being the highest and best bidder therefor, I then and there publicly struck off said lands and tenements to him for the sum of $.

M. Hopkins Sheriff.

The State of Ohio,
Union County Ohio. ss ||| Proof of Publication.

Proof of Publication

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning on the May 23rd 1888.

W O Shearer.

Sworn to and subscribed before me, this 30th day of June. 1888.

R. McCrory. Clerk

Abram Sharp
vs
Edward Goff. et. al ||| Common Pleas Court.
Union County, Ohio.
On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday June 30th 1888, at or about the hour of one o'clock, P. M. on said day, the following described real estate, to wit:

Situate in the Township of Washington, County of Union, and State of Ohio, and bounded and described as follows: Beginning at a hickory and elm stump in the center of the Foremanand Lyon road, and northeasterly corner to Samuel Shermans land; thence with the easterly line of Hiram Bowers and Mathew Goodings lands, north 36° W. 107 poles to a stake, thence ashe and a beech, corner to said Mathew Goodings; thence with another of his lines north 79° E 60 poles to a stake, corner to said Goodings land, in the easterly line of Survey No. 10971, thence with said line south 38½ E. 38 poles to a stake in the center of said Foreman and Lyons road; thence with the center of said road south 63½ W. 88 poles to the beginning, containing 49 acres, more or less, and being part of No. 10971, and being the same land conveyed by Abram Sharp and wife to Edward A. Goff.

Appraised at $32.00 per acre. Terms of Sale. Cash.

J. W. Robinson. Atty. Marion Hopkins Sheriff of Union County

Attest R McCrory clerk

Agreement & Arbitrate. 5-5-24

Award. 5-5-24.

Entry 5-5-24

Pleas before Hon Honor John A. Price, Judge of a Court of 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, the 21st day of February in the Year of our Lord One-Thousand Eight-hundred and eighty eight. Heretofore, to-wit:

5524. Andrew A. Moore vs John Lake. Adm — Common Pleas Court. Filed. April. 6th 1888.

Whereas Andrew A. Moore claims of the Estate of John L. Moore Dec'd. the sum of $706 30/100 for boarding-lodging, washing, mending and taking care of said John L. Moore during the last four years of his life. and has presented his claim to John Lake Administrator of the Estate of said John L. Moore Dec'ased for allowance and whereas said John Lake Administrator as aforesaid disputed said claim. and that is to say disputes that the amount claimed is justly due to said Andrew A. Moore.

Agreement to Arbitrate.

5524 It is therefore agreed between said Andrew A Moore and John Lake Adm. as aforsaid to refer said matter in controversy to the arbitrament and award of Simeon Adams. Franklin W. Marriott and W. H. Conkright and that said Referees shall be submitted for approval of the Probate Judge of Union County Ohio.

March 24th 1888.

Andrew A. Moore
John Lake Adm. of John L. Moore.

Andrew A. Moore vs John Lake adm. of John L. Moore Dec'd. — Common Pleas Court, Filed May, 21st 1888.

Award.

Award. The undersigned to whom were referred certain matters in controversy between Andrew A. Moore and John Lake Adm. of the Estate of John L. Moore Dec'd. 5-5-24. more particularly mentioned in the agreement to Arbitrate signed by said parties on this day of 1888. having been first duly sworn and having heard the allegations and proofs of the parties do determine and award that the said John Lake Administrator as aforesaid out of the results of said estate of John L. Moore Dec'd. applicable to that purpose pay to said Andrew A. Moore the sum of $492 50/100 deducting from said amount of $492 50/100 the amount of notes held by said John Lake Administrator against said Andrew A. Moore, and that said John Lake Administrator pay the costs of this reference out of the of said estate.

W. H. Conkright
F. W. Marriott
Simeon Adams.

Afterward. On the 14th day of June, A. D. 1888. an Entry was filed with the Clerk of the Court which is as follows, to-wit:

Entry 5-5-24 Andrew A. Moore vs John Lake Administrator — Common Pleas Court. Entry.

This day this cause came on to be heard on motion of Plaintiff. to confirm the finding and award of

of the Referees. And the Court being fully advised in the premises sustains said motion and said award is hereby confirmed and judgment accordingly against the Defendant

Kerr for Plaintiff.

Afterward, On the 15th day of June, A.D. 1888. An Entry was filed with the Clerk of the Court which is as follows, to wit:

Entry. 5-5-24.

Andrew Moore
vs
John Lake Administrator
of John Moore Deceased.

Common Pleas Court.
Union County Ohio.
Entry.

This day this cause came on to be heard upon the motion of the Plaintiff to confirm the finding and award of the Referees to whom this cause was by the parties referred and the Court being fully advised in the premises sustain said motion and said award is hereby confirmed. And it is further ordered and adjudged by the Court, that the Plaintiff recover of the Defendant the said sum of $492 20/100 as awarded by said Referees. Deducting however from said amount the sum of $ ---- being the amount of certain notes held by said Administrator, against the Plaintiff, and said Defendant is adjudged to pay the costs of this proceeding, including costs before Referees.

P.R. Kerr Atty for Plaintiff.

Attest W.H. Covey Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio May 21st, 1888. in the Year of our Lord One-Thousand Eight-hundred and eighty-eight.

Petition. 5457

Matilda Howell Plff.
vs
John Connor Deft.

Court of Common Pleas
Union County Ohio.

The Plaintiff aforesaid represents to the Court that she was on the 2nd day of December, 1887, was the owner of a young mare of a mouse color about five years old at the County aforesaid and being so the owner there of she authorized her husband. David Howell to trade said mare off for another animal of the horse kind if he could get in exchange a sound, healthy and gentle animal that would be a good farm animal and which would be safe to drive for herself and children and she says that her said husband made an exchange of said mare with John Connor the defendant on said 2nd day of December 1887. for a gelding horse of

the color of a bay and he received fifteen dollars to boot. That at the time, said David Howell and said defendant made said exchange the said Defendant represented to said Howell said agent of the plaintiff that said bay horse was every way sound and all right except he had a scar or lump on his left hind leg between his knee and hock joint which he said had been produced by a kick and also except that he being a livery horse might not take hold on a dead pull but in every other respect he was all right and he would warrant him all sound and all right except in the two particulars and he also at the same time represented to the said David Howell that he had bought said horse when he was eight years old and had had him one year and he was only nine years old. All of said representations and warrants said defendant made to said David Howell before said exchange or trade was made in order to induce him to make said exchange and the said agent relying on the truth of said representations and said warrants and believing the same to be true made said trade and exchange and received said fifteen dollars to boot for the plaintiff. But the plaintiff says said representations and warrants were not true but were false and said horse was lame in his hind legs with something like stringhalt and which she represents was the stringhalt and he was diseased with some disease of the lungs and throat which was heaves and broken wind and he was otherwise diseased unwardly by reason of which as she has since learned, he will not take on flesh and fatten though she is unable to give name of said disease and was in fact seventeen years old. That all of which defects diseases and age said defendant well knew when he made said representations, and knew he was misrepresenting the condition of said horse in manner aforesaid and did then and thereby knowingly and cheat and defraud the plaintiff out of her said mare and she says said mare was worth One-hundred and Fifty dollars and said horse was not worth nothing at all and that when she discovered said defects and said fraud she tendered back to defendant said horse and fifteen dollars and then left them with defendant on the 7th day of Dec. 1887, demanded her said mare but the said defendant removed said mare out of his possession and she cannot replevy the same and he refused to deliver back to her the said mare. The plaintiff and her husband are farmers living on a rented place and they had no other horse beast to work except said mare as defendant then well knew when he made said trade and they are damaged by the loss of the use of said mare in the sum of Fifty dollars in addition to her value. Being poor and unable to purchase another as the defendant well when he made said trade and he with full knowledge of all of said facts wantonly fraudently and willfully cheated and defrauded her out of her said mare and the means of supporting her family to her damage in the sum of Two-hundred dollars. to wit: One-hundred and fifty dollars the value of said mare and fifty dollars for the loss of her use and therefore she prays judgment against defendant for said sum of two hundred dollars with interest from Dec. 7" 1887. Robinson and Piper atty.

The State of Ohio
Union County Ohio ss

Matilda Howell being duly sworn and says she says she believes the allegation of the foregoing petition are true.

Matilda Howell.

Sworn to before me this and signed in my presence by Plaintiff this 9th day of Dec. 1887

Seal

R. L. Woodburn Notary Public

Pracipe. To the Clerk:

Issue Summons and endorse petition for $200 damages for stealing and defrauding Plaintiff in a horse trade Dec. 2nd 1887

Robinson and Pipe.
atty for Plaintiff.

Afterward, On the 14th day of February. 1888. an Answer was filed with the Clerk of the Court which was as follows. To wit:

Answer Matilda Howell Plff.
vs
5457 John Connor Deft.

Court of Common Pleas
Union County Ohio.

Now comes the Defendant and for his Answer to the plaintiffs petition says:

That he denies each and every allegation and in said petition contained except, That the defendant trading horses with the plaintiff giving a bay horse and fifteen dollars in money for a mouse colored mare and that said horse and money were tendered back, and the defendant refused to accept them and that defendant told said plaintiffs husband and agent - that said bay horse would not likely pull a heavy load at first.

Wherefore this defendants asks that he may go hence and recover his costs and for all proper relief. Cameron & Woodburn

Verdict. John Connor being first duly sworn says: the facts stated and allegations made in his foregoing answer are true as he believes. John Connor. Sworn to before me and signed in my presence Mch. 19th 1888

James B. Cole.

Afterward, On the 23rd day of Feb. 1888. A Motion was filed with the Clerk of the Court which is as follows, to wit:

Motion. Matilda Howell Plff.
vs
5457. John Connor Deft.

In Union County Court of Common Pleas.
Motion.

1st The Defendant John Connor moves the Court for an order requiring the plaintiff to seperately state and number his alleged cause of action, his alleged action on the contract of warranty, seperately from its alleged action in tort on account of false representations.

2nd The Defendant further moves the Court for an order striking out from the said petition all that part on the third page beginning with the first line on said page to and including the words "her family" also on its same page striking out its words fifty Dollars for the loss of her use.

3rd Also an order counting the of the said Petition - so as the same will only be $150.00

And Defendant of said that said petion be stricken from the files

Entry. 5457

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Cameron and Woodburn, Attys for Plaintiff.

Entry.

5457

Matilda Howell,
vs
John Connor,

Court of Common Pleas
Union County.

This day came on this cause to be heard on motion of Defendant to strike out certain parts of said petition and to require plaintiff to seperately number his cause of action.

When upon the Court do sustain so much of the motion as relates to the special damages and overrules said motion as to seperately numbering the cause of action as to fraudulent representations and as to warranty. To all of which the Defendant excepts and as far as said motion is sustained the plaintiff excepts. Defendant to file answer by March 20".

Matilda Howell
vs
John Connor

Jury - June 5," 1888.

This day came the parties by their attorneys and this cause came on to be tried and thereupon came a jury to wit; William P. Hixey, Henry Morse, Joseph Stiner, J. C. McElroy, Ruben Freshwater, Henry Highbargin, Albert White, James H. Simpson, Asa Langstaff, Wesley Lobin, Philipp Vanderam and George Harris, who after due deliberation returned into open Court and presented their verdict which in words and figures is as follows, to wit:

The State of Ohio
Union County

Civil Action.
Court of Common Pleas.
May Term, 1888.

Matilda Howell Plff.
vs
John Connor Deft.

Civil Action.
Verdict for Plaintiff.

Verdict.

We, the Jury, being duly impaneled, sworn, find the issues in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff from the Defendant John Connor at the sum of $100.00

Dated June 7," 1888.

Henry Highbargin. Foreman

Afterward, On the 9" day of June, 1888, A Motion was filed with the Clerk of the Court which is as follows:

Motion

5457.

Matilda Howell
— Howell
vs
John Connor

Now comes the defendant by his attorney and moves the Court for new trial for the following reasons to wit;

1." Irregularity in the proceedings of the Court by which Defendant was prevented from having a fair trial.

2." Excessive damages appearing to have been given under the influence of prejudice.

3." Error in the assessment of the amount given by the Verdict.

4" That the Verdict is not sustained by the evidence.

5." That the Verdict is contrary to Law, and the evidence.

6" Newly discovered evidence, Material for the defendant, which he could

not with reasonable diligence have discovered and produced at the trial.

7th Error of law occurring at the trial and excepted by the Defendant.

Cameron and Woodburn
Athys for Defendant.

Matilda Howell.
vs
John Connor.

This cause came on for hearing, on the motion of the Defendant to set aside the Verdict, and for a new trial herein, and the Court on consideration thereof, does overrule the same.

It is therefore considered by the Court that the said Matilda Howell recover from the said John Connor the said sum of One hundred Dollars, as heretofore, by the Verdict of the Jury found due her with interest from the first day of this Term together with her costs herein expended. To all of which the defendant then and there excepted.

Attest R M Covey 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 this Third Subdivision of the Tenth Judicial District of the State of Ohio, May 21st, in the Year of our Lord One Thousand Eight hundred and eighty eight. Here to fore to wit:

On the 18th day of Feb., 1888. a Petition was filed with the Clerk of the Court which is as follows, to wit:

Petition 5502

C. B. Thompson.
vs
B. P. Lyons and
Elizabeth Lyons.

Court of Common Pleas,
Union County Ohio.

The Plaintiff says:

1. First cause of action. That on March 3rd, 1884, the Defendant B. P. Lyon made and delivered to the plaintiff his promissory note of that date and thereby promised to pay to plaintiff or bearer the sum of Three hundred dollars due Twelve months after date, with six per cent interest from date, interest payable annually.

The following endorsements appear upon said note.
March, 6th 1885. Received interest on the within to March 3rd, 1885.
April, 21st 1885. Received on the within fifty three dollars, principal
July 21st, 1886. Received on the within note $100.00
Sept 29th 1886. Received on the within note $150.00
There are no other credits or endorsements on said note and there is

now owe to the plaintiff thereon, the sum of Twenty one and 25/100 Dollars with interest at [6] six per cent payable annually, from Feb 18th, 1885. for which plaintiff is entitled to judgment.

A copy of the note is here to attached marked "A"

2nd For Second Cause of action the plaintiff says.

That on the 3rd day of March, 1884, the defendant B P Lyon made and delivered to the plaintiff his promissory note of that date and thereby promised to pay plaintiff or bearer the sum of Three hundred dollars due Two years from date with 6 six percent interest from date.— interest payable Annually.

The following endorsements appear upon said note, to wit;
March, 6th, 1885 Received interest on the within note to March 5th, 1885;
There are no other payments or accounts on said note.

There is due the plaintiff on said note the sum of Three hundred and Fifty-six and 46/100 dollars with six per cent interest payable annually from Feb 18th, 1888.

For which sum the plaintiff is entitled to judgment.

A Copy of which note is hereby attached marked "B"

3rd For third cause of action the Plaintiff says:

That on the 3rd day of March, 1884, the Defendant B.P. Lyon made and delivered to the Plaintiff his promissory note of that date and thereby promise to pay Plaintiff or bearer the sum of Three hundred Dollars; One Three years from date with [6] six per cent. interest from date thereof. interest payable annually.

The following endorsements appear upon said note, to wit;
March 6th, 1885; Received interest on the within to March 3rd, 1885.

There are no other credits or payments on said note.

There is due the Plaintiff on said the sum of Three hundred and Fifty-six and 46/100 Dollars with [6] six percent. interest from Feb. 8th 1888, interest payable annually. For which sum the Plaintiff is entitled to judgment.

A copy of which note is hereby attached and marked "C."

4th For the fourth cause of action the Plaintiff says:

That on the 3rd, day of March, 1884, the Defendant B.P. Lyon made and delivered to the Plaintiff his promissory note bearing that date and thereby promised to pay plaintiff or bearer the sum of Three hundred Dollars due Four years from date with [6] six percent interest from March 3rd 1884, interest payable annually.

The following endorsements appear upon said note, to wit;
March, 6th, 1885; Received interest on the within to March 3rd, 1885.

There are no other credits or payments upon said note.

There are due the Plaintiff as interest upon said note the sum of Fifty-six and 46/100 Dollars with six [6] percent, interest from Feb. 18th 1888. For which sum the Plaintiff is entitled to judgment.

A copy of which note is here to attached and marked "D"

5th For Fifth cause of action the Plaintiff says:

That at the time of delivering said notes and secure the payment of the same the Defendant B.P. Lyon and his Wife Elizabeth Lyon duly executed and delivered to plaintiff their mortgage deed conveying to the Plaintiff the following premises, to wit: Situated in the

County of Union, and State of Ohio are in Washington Township. in Survey No. 9894, and bounded and described as follows:
Beginning at the corner of land formerly owned by W. W. Halley N. W. corner; Thence South 10½ East 112 poles to a stake: Thence S 79½ W. 64½ poles to a stake in the line of Swan and Taylor original line; Thence North 10½ west 112 poles to a stake at the N. W. corner of Harrisons land; Thence North 79½ E. 112 poles to the place of beginning, containing forty five acres of land.
The condition of said Mortgage were such that if said notes and interest were paid when due, then said Mortgage was to be void, otherwise in full force. On the 4th day of March, 1884, at 2 o'clock P. M. said Mortgage was duly left for record at the Recorder's Office of Union County Ohio, and was duly recorded March 6th 1884, in Volume 19th, Page 347 of his records.
And that said Mortgage Deed has become absolute.
The Plaintiff therefore prays for judgment against B. P. Lyon for the sum of Seven-hundred and Ninety and 96/100 Dollars, with interest at six [6] per cent. payable annually from Feb., 18th, 1888, being the Amount of the principal and interest found due upon the First, Second, Third and Fourth cause of action as alleged, and that if the same is not paid in a short day to be named, then that said Mortgage may be foreclosed and said premises ordered to be sold and pay said judgment, And for all such further orders and decree as may be equitable and just. And that as to the principal of the note set forth in the Fourth cause of action not due- the Court may make such order as the nature of the case and equity may require- and for all proper relief.

Cameron and Woodburn, Attys for Plaintiff

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

R. L. Woodburn being duly sworn says he is one of the attorneys of the above named C. B. Thompson, duly authorized in the premises. That the said C. B. Thompson is a non resident of said County of Union, and is now absent from said County and that the facts stated and allegations made in the foregoing petition are true as affiant believes.

R. L. Woodburn.

Sworn to before me and subscribed in my presence this 18th day of Feb, 1888.

Seal

R. McCrory. Clerk.

To the Clerk:

Pracipe — Issue Summons for the Defendants named. Indorse Amount of Judgment claimed $790.96/100 with [6] six percent interest from Feb., 18th, 1888. Foreclosure of Mortgage and equitable relief.

Cameron and Woodburn Attys for Pltff.

"A" — Copy of note "A" dated March, 3rd, 1884.
Twelve months after date I promise to pay C. B. Thompson or bearer three-hundred Dollars. [$300.00/100] six [6] per cent. interest from date. Interest payable annually. Secured by Mortgage. Value received. B. P. his X Lyon. mark

Indorsed
March, 6
April, 21
July, 21,
Sept 29,

"B." — Copy of
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Copy of

"C." — Three ye
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Indorsements as follows:
March, 6th, 1885. Received interest on the within to March 3rd, 1885.
April, 21st, 1885. Received on the within Fifty-three Dollars, principal.
July, 21st, 1886. Received on the within Note $100.00
Sept 29th, 1886. Received on the within Note $150.00

"B." Copy of Note "B". March. 3rd. 1884.
Two years after date I promise to pay C. B. Thompson, or bearer, Three hundred Dollars [$300.00] six [6] per cent interest from date. Interest payable annually: Secured by Mortgage. Value received B. P. his X mark Lyon.
Endorsed as follows:
March 6th, 1885. Received interest on the within to March 3rd, 1885
Copy of Note "C." March 3rd, 1884.

"C." Three years after date, I promise to pay C. B. Thompson, or bearer, Three-hundred Dollars. [$300.00] six [6] per cent. interest from date. Interest payable annually: secured by mortgage. Value received.
B. P. his X mark Lyon.
Endorsed as follows: March 6th 1885, Received interest on the within to March 3rd, 1885.

"B." Copy Note "B". March. 3rd, 1884.
Four years after date I promise to pay C. B. Thompson, or bearer, Three-hundred Dollars [$300.00] six [6] per cent. interest from date. Interest payable annually. Secured by Mortgage. Value received. B. P. his X mark Lyon.
Endorsed as follows: March. 6th, 1885. Received interest on the within to March 3rd, 1885.
Copy of Note "D." March. 3rd, 1884.

"D." Four years after date I promise to pay C. B Thompson, or bearer, Three-hundred Dollars [$300.00] six [6] per cent. interest from date. Interest payable annually. Secured by Mortgage. Value received. B. P. his X mark Lyon.
Endorsed as follows: March, 6th, 1885. Received interest on the within to March, 3rd, 1885.

Afterward, On the 18th day of Feb., A. D., 1888, A Summons was issued by the Clerk of the Court of Common Pleas which reads as follows, to wit:

Summons 5502. The State of Ohio. | To the Sheriff of the County of Union—Greeting.
Union County, ss | We command you to notify B. P. Lyon and Elizabeth Lyon that they have been sued by C. B. Thompson in the Court of Common Pleas of Union County, and that unless they answer by the 17th day of March, A. D., 1888, the petition of said Plaintiff against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.
You will make due return of this Summons on the 27th day of Feb. 1888.
Witness my hand and the Seal of said Court, this 18th day of Feb. A. D. 1888.
R. McCrory, Clerk.

Sheriffs Return. 5502. The State of Ohio. | Seal | Sheriffs Return.
Union County, ss. | Received this Writ Feb. 18th A. D., 1888 at one o'clock P. M., and pursuant to its command, I served the same Returned without service by order of Plaintiffs Attorney.

Sheriff's Fees		
Copy.		40
Total.		40

M. Hopkins. Sheriff.

Afterward. On the 8" day of March. A. D. 1888. A Summons
Summons was issued by the Clerk of the Court which is as follows, to wit:
The State of Ohio, } To the Sheriff of the County of Union, Greeting:
5502 Union County. SS }

We command you to notify B. P. Lyon and Elizabeth Lyon that they have been sued by C. B. Thompson, in the Court of Common Pleas of Union County, and that unless they answer by the 7" day of April. A. D. 1888, 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 19" day of March A. D. 1888. Witness my hand and the seal of said Court. this 8" day of March, A. D. 1888.

{Seal} R. Mc Crory, Clerk.

Sheriffs Return
The State of Ohio. }
Union County. SS. } Sheriffs Return.
5502
On the 9" day of March. A. D. 1888, at 2 o'clock, P. M., I received this Writ and on the 17" day of March. A. D. 1888. I served the same by handing this Writ with the endorsements thereon to the within named defendants. M. Hopkins, Sheriff.

Sheriffs Fees		
Service.		45
Copy.		40
Mileage.	3	84
Total.	4	69

Afterward, On the 16" day of July, 1888, An Entry was filed with the Clerk of the Court which is as follows, to wit:

C. B. Thompson }
vs } Court of Common Pleas.
B. P. Lyons } Union County Ohio.

Entry
5502
Now comes the plaintiff herein and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true. The Court further finds that the defendant executed to the plaintiff the four several promissory notes as set forth in the petition; that three of said notes were first due when the petition was filed; that one has become due since that time. The Court further find that there is due to the plaintiff from the defendant on said notes described in said petition, with interest to the first day of this term the sum of \$1167.$\frac{32}{00}$.

The Court further find that in order to secure to plaintiff the payment of said several notes, the defendants B. P. Lyons and Elizabeth Lyons his Wife. Executed and delivered to said C. B. Thompson their certain Mortgage as in the petition described and on the premises therein described; that said Mortgage was duly recorded in Book 19, Page 347 of the Records of Mortgages of Union County and is the first and best lien on the premises described in the petition. It is therefore and considered and adjudged that unless the defendant B. P. Lyon shall within three days from the Entry of this Decree, pay or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid,

with interest at [6] six per cent, from the 21st day of May, 1888, according to the terms of said mortgage deed: the defendants redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union, directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Afterward, On the 29th day of Sept., 1888. An Order of Sale was filed with the Clerk of the Court which is as follows, to wit:

Order of Sale

5502

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 16th day of July, A.D., 1888 in the cause of C. B. Thompson Plaintiff, and B.P. Lyons and Elizabeth Lyons, Defendant said C. B. Thompson obtained a judgment or decree against the said B.P. Lyons and Elizabeth Lyons for the sum of Eleven-hundred and Seven, and 37 Dollars and Twelve 30/00 Dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said B.P. Lyons and Elizabeth Lyons shall within three days from the 16th day of July, A.D. 1888, pay unto the said C.B. Thompson the said sum of Eleven hundred and Seven 37/00 with interest from the 21st day of May, A.D., 1888, at the rate of six per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $12.30/00 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. And whereas, the 3 days aforesaid have fully expired and the said sum of $1107.37/00 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise, and advertise and sell, as aforesaid, the following lands and tenements, to wit:

Situated in the Township of Washington, County of Union and State of Ohio, bounded and described as follows: In Survey No. 9894, Beginning at the corner of land formerly owned by W. W. Bailey, N. W. Corner: Thence South 10½° E 112 poles to a stake; Thence South 79½° W. 64½ poles to a stake in—— the line of Swan and Taylor original line; Thence N 10½° W. 112 poles to a stake at the N. W. corner of Harrison land; Thence N. 79½° E 112 poles to the place of Beginning, containing 45 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 22nd day of August, A.D. 1888.

R. McCroby, Clerk.

The State of Ohio,
Union County s.s. } In obedience to the command of the Order of Sale hereto annexed I did on the 28th day of August, 1888 summon S.S. McPeek

Mathew Lingel and Ward Logan, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 28th day of August, A. D., 1888, 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 Six 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 29th day of August, 1888, I caused to be advertised in the "Marysville Tribune" [a newspaper published and printed and of general circulation in Union County], said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 29th day of Sept., A. D. 1888, at one o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did on said 29th day of Sep., A. D., 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came C. B. Thompson who bid for the same the sum of Seventy Two Dollars per acre and said sum being more than two-thirds of the appraised value thereof, and said C. B. Thompson 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-Two Dollars per acre.

W. Hopkins Sheriff.
By F. F. Wall. Deputy.

Sheriff's Fees.		
Service		30
Swearing Appraisers.	1	20
Conveying " "	1	50
Writing Appraisal.		30
Copy of " "		30
Notice to Printer		30
Affidavit of Printer.		30
Mileage.	3	52
Total.	7	72
Appraisers Fees,	3	00
Printers Fees.	11	50

Attest W. M. Emery Clerk.

Pleas before Hon Honor John A. Price, Judge of a Court of 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, "May 21." in the Year of our Lord One Thousand Eight hundred and Eighty eight. Heretofore, to wit:

Rosa M. Gamble Pltf.
vs
John C. Gamble
Catharine Wingfield
George Gamble.
Elmer Gamble
Leona Gamble
Frankie Gamble Defendants.

Court of Common Pleas.

Union County Ohio.

Petition for Power.

Petition. 5537

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Petition

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On the 12th day of March, 1882, Plaintiff intermarried with one Samuel Gamble. On the 28th day of October, 1887, Samuel Gamble died having been seized during said coverture and being seized of an estate of inheritance in the following property:

Situated in the County of Union, and Township of Hoover, and State of Ohio, to wit:

First Part: Part of U. M. Survey No. 5507, beginning at a stake in the N.E. Corner of lands owned by H. Van Gordon; Thence Easterly with J. Myers S. line, to a stake N.W. corner to L. Fillers land; Thence S. with said Fillers W. line to a stake N. E. corner to 140 acres of land now owned by S. Gamble: thence westerly with said Gamblez north line, to a stake N. W. corner to said Gamblez 140 acres: Thence north with H. Van Gordans East line to the beginning, containing thirty-four acres. more or less.

Second Tract: Part of U. M. Survey No 5502, Beginning at a stake and stone in the center of Delaware State Road: Thence with the east line of land owned by H. W. Worley No. 1030 W. 242 poles and 2 links to a stake and stone: Thence N. 80° E. 92 poles, to a stake and stone: Thence S. 16° 25' E. 197 poles 2 links to a stake, and stone in the center of the Delaware State Road, being S. W. Corner to L. Fillers land; Thence with said road S. 57 W. 116 poles to the beginning, containing one-hundred and forty acres 4 poles more or less.

Third Tract: Part of U. M. Survey No. 5501, Beginning at a stake in the center of the crossing of the Marysville and Delaware Gravel road, and the Spring Hale Gravel Road: Thence with the center of the Spring Hale Gravel Road S. 13° E 120 50/100 poles to a stake in the Northerly line of the C.C.C. and O. R.R lands [50 feet of right angles from the center of the main track]; Thence with said line N. 73° E. 58 poles to a stake; Thence N. 10° W. 136 88/100 poles to a stake in the center of said Marysville and Delaware Gravel Road: S. 65 W. 66 20/100 poles to the beginning, containing 50 acres.

Fourth Tract: In the Village of New Hoover, said County - West part of Lot No. 21, commencing at N. W. corner and running east 38 feet - on north line of said lot and commencing at S. West corner of said lot running east 36 feet on south line of said lot.

Fifth Tract: Being part of U. M. Survey No. 5135 conveyed by quit claim deed recorded on page 440 Vol. Union County Records of Deeds and containing 14 3/4 acres more or less.

Sixth Tract: Part of U. M. Survey No. 5135, Being 1 87/100 acres. For full description see above mentioned mentioned Vol. 60 page 440 Union County Records of Deeds.

Said property is now claimed by the defendants as the children and heirs at law of said Samuel Gamble.

Plaintiff is entitled to Dower in said property and prays the same may be assigned her therein and for such other relief as is proper.

P. B. Cole and Son.
Attys for Pltff.

State of Ohio. Union County ss}
Roza M. Gamble the plaintiff being sworn says the facts stated and allegations in her foregoing petition are true as she believes

Roza M. Gamble.

Sworn to in my presence and subscribed before me this 26th day of April, 1888.

W. M. Wright. J.P. J.P. Fees 40¢.

I hereby waive the issuing and serving of Summons against me, and enter my appearance herein this 15th day of June 1888.

A. Johnson Bird.

Afterward, On the 28th day of April 1888, A Summons was issued by the Clerk of the Court which is as follows, to wit:

Summons 6-5-37

The State of Ohio
Union County, SS

To the Sheriff of the County of Union—Greeting:

We command you to notify John C. Gamble Catharine Wingfield, George Gamble, Elmer Gamble, Letonia Gamble and Frankie Gamble, that they have been sued by Roza Gamble in the Court of Common Pleas of Union County, and that unless they answer by the 26th day of May, A. D. 1888, the petition of said plaintiff Roza Gamble against them filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 7th day of May, A. D. 1888.

Witness my hand and the Seal of said Court, this 28th day of April, A. D. 1888.

R. M. Crory, Clerk.

The State of Ohio
Union County s.s

Sheriffs Return.

Received this Writ, the 30th day of April, A. D. 1888, at 10 o'clock, A.M. and on the 3rd day of May, A. D. 1888, Served the same by handing

Sheriffs Return. 5-5-37.

true copies of this Writ with the endorsements thereon to the within named John C. Gamble, George Gamble, Elmer Gamble, Letonia Gamble and Frankie Gamble and by leaving a true copy with the endorsement thereon at the usual place of residence of the within named Catherine Wingfield.

M. Hopkins Sheriff
Per. F. J. Wall. Deputy.

Sheriffs Fees		
Service.	1	05
Mileage.	1	92
Copy.	1	20
Total.	4	17

Afterward, On the 24th day of May, 1888, An Answer was filed with the Clerk of the Court which is as follows, to wit:

Answer 5-5-37

Roza M. Gamble Plff
vs
John C. Gamble et. als Defts.

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

Now comes the defendant, except the said Letonia and Frankie Gamble and for answer to the petition of the said plaintiff say:

That on the 23rd day of August, 1887, the said Samuel Gamble signed a paper writing purporting to be a last will by the provisions of which he he gave said plaintiff certain legacies and provided for her. The said signature of said Samuel Gamble was attested by J. W. Burgepile and John Gibson, then both residents of the same County, but the said J. W. Burgepile has since left the State of Ohio and now lives in the State of Tennessee.

That after the death of the said Samuel Gamble, to wit: On the 9th day of November, 1887, both the said witnesses appeared before the Probate Judge of said County and being sworn as witnesses to said paper testifier that said Samuel Gamble at the time of signing the same was not of sound mind or disposing memory. But the answering defendant say that no record of said appearance was ever made in said Probate Court and no order or finding whatsoever made in regard to said paper and probate of the same has neither been legally refused or admitted. Defendants who are answering say that Frankie Gamble is a posthumous child, now about two weeks old.

That until the matter of the Probate of said Paper Purporting to be a will is legally settled by record of refusal to probate the same there is an uncertainty about said estate, prejudicial to all parties. That said witnesses appear before Hon Honor John B. Coates who was then Probate Judge of said County, but who made no record of the same and since that time Hon. L. Piper has become Probate Judge and has no personal or official knowledge in regard to said paper writing and cannot make any record in regard to the same.

That Defendants answering are taking steps to have the testing of said subscribing witnesses taken again and a record properly made in regard to the same and that until that is done Honor should not be granted as in the event of the Probate of said paper writing the said plaintiff could elect to take under the same.

Then answering defendant says: That in the life time of said Samuel Gamble he entered into a written contract with one A.J. Bird for the sale of said lands described as Tract No. 3" of Fifty acres in Survey No. 5501. Said contract bears date July 31st - 1884 by the time of said writing said Samuel Gamble bound himself to convey said lands to Bird for the of $32550, said conveyance to be made April 1st 1885, at which time $1000, was to be paid, the ballance of the purchase money to be paid in equal annual payment of $250, with six per cent interest payable annually from April 1st, 1885- Said Samuel Gamble received from said Bird the sum of $1250 on said contract, the ballance is still due his estate and the deed has not been made.

Defendant Answering says that the money due upon said contract is and has been with the assent of plaintiff counted assets in the hands of John B. Gamble, administrator of said estate and said plaintiff has received a large allowance in money on account thereof, and that she claims a widows share in said personal estate including the money and on said land contract

The Plaintiff is not entitled to Dower in said Lot or tract No 3" being 50 acres in Survey No. 5501 unless she relinquishes her said allowance and distribution of the money on shown said contract.

Then Answering, Defendant also says that the said $1250, received by said Samuel Gamble in his life time was by him either put to interest or deposited in Bank and was due him at his death and the same is assets in the hands of said Adm. But no part of which should go to plaintiff if she has Dower in said tract No. 3.

Wherefore the Answering Defendants prays that the prayer of said petition,

may be refused and the said petition

Cameron & Woodburn Attys for Plff.

State of Ohio, Union County ss
John C. Gamble being sworn says he is one of the above named defendants and believes the foregoing statement and the foregoing answer to be true. John C. Gamble.
Sworn to before me and signed in my presence this 24th day of May A.D. 1888.

Seal

R. M.c Crory Clerk.

Afterward, On the 30th day of May, 1888. A motion to strike the answer from the files was filed with the Clerk of the Court which is as follows:

Motion

Rosa M. Gamble
vs
John C. Gamble et. als

5537

Court of Common Pleas
Union County. Ohio.

Now comes the plaintiff and moves the Court to order that the following part of defendants answer herein be stricken out. To wit:
1st. The whole statement in regard to the will. viz: from the end of the fourth line of the Answer to the end of the fifth line from the bottom of second page. For grounds there of she says that said matter is wholly immaterial. It makes no difference as to her right of Dower whether there was a will or not.
2nd. All the matter in regard to a sale of part of the land, to wit: Beginning in 4th line from bottom of second page down to the prayer of the answer. For grounds there by she says; Said matter is wholly immaterial, and includes of law, in all that is not irrelevant. And is argument as to plaintiffs rights, and receiving a large years allowance.
3rd That said Answer be stricken from the files for irrelevancy and immateriality. It would be a useless expense to record it, and an incumbrance to the record.
Neither the making of a will or sale of land could deprive plaintiff of her right to Dower, and neither would affect the amount of her years allowance, under the law and the statements made in Answer.

P. B. Cole and Son Attys for Plff.

Appointment of Guardian

Rosa M. Gamble
vs
John C. Gamble. et. al

5537

Appointment of Guardian
Filed July 16th 1888.

It appearing to the Court that LeDora Gamble and Frankie Gamble minor defendants have been duly served with Summons. On the application of plaintiff it is order that F. J. Arthur Esq. be appointed guardian ad. litem for said minor defendants and thereupon F. J. Arthur accepts said appointment

F. J. Arthur. Guard. Ad. litem.

Answer of Guardian

Rosa M. Gamble
vs
John C. Gamble

LeDora Gamble and Frankie Gamble minor defend-

unte by S. S. Arthur 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 grand them such relief as is proper.

S. S. Arthur Atty for Guard. Ad litem.

Decree for Dower. 5537.

Rosa M. Gamble Pltff
vs.
John C. Gamble
Catharine Wingfield
George Gamble
Elmer Gamble
LeEonia Gamble.
Frankie Gamble
A. Johnson Bird Defendants

Common Pleas Court.

Union County Ohio.

Decree for Dower.

This cause being heard on the demurrer of plaintiff to the Answer of defendants John C. Gamble, Catharine Wingfield, George Gamble, Elmer Gamble. The Court on consideration thereof sustains the same and the said defendants not asking to plead further thereupon this cause coming on to be heard upon the petition of plaintiff the answer of the guardian ad litem for the minor defendants Frankie Gamble and LeEonia Gamble, no proof and the cause being submitted to the Court, the Court find that all the defendants have been duly served with summons and that the defendant A. Johnson Bird is in default for answer or demurrer. And the Court find that the allegations of the petition are true, and that the plaintiff is the widow of Samuel Gamble who died on the 28th day of October, 1887. And who owned to be the owner of the 50 acre tract [the 3rd tract] described in the petition on the 31st day of July 1884.

And the Court further find that the defendants A. Johnson Bird is in possession of the said 3rd discribed 50 acre tract, in the petition discribed, claiming to own the same in fee simple and has so been in possession since the 31 day of July, A. D. 1884

The Court further find that the plaintiff was married to the said Samuel Gamble as in her petition set forth and that the said Samuel Gamble is now deceased; that during said coverture the said Samuel Gamble from whom the title of said A. Johnson Bird is derived was seized of the said real estate of inheritance, and that on the 31st day of July 1884 said Samuel Gamble bargained and sold by a written agreement said land to the said A. Johnson Bird, and that the plaintiff was no party to said sale nor her right to Dower in said land affected thereby.

And that said sale 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 said petition.

And the Court further find that as such Widow plaintiff is entitled also to Dower in all the other real estate discribed in said petition.

It is thereupon ordered and adjudged and decreed by the Court that the said plaintiff be endowed of one full equal third part of the premises discribed in the petition. And that a writ issue to the Sheriff of

Union County, commanding him that by the oaths of James A. Henderson, John S. Moore and James B. Norris, three judicious and disinterested men of the vicinity in said County, who are not of kin to either of the parties, and who are hereby appointed Commissioners for that purpose he cause to be set off and assigned to the plaintiff her dower in manner as above ordered. And that of such proceedings together with said Commissioners appraisement of the yearly net value of said real estate, estimated from the 28th day of April, 1888 to the day of such assignment of Dower the said Commissioners and the said Sheriff make return without unnecessary delay.

And thereupon said demurring defendants gave notice of appeal, and the sum for appeal was fixed by the Court at $100.

Attest. J.M. Creary Clerk

See original papers in Feb Term 1888 of Execution Docket No 5348

Pleas before His Honor John A. Price Judge of a Court of 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, May 21st in the year of our Lord One-Thousand-Eight-hundred and Eighty-Eight.

Here to fore, to wit:

Emma A. Mowrey Plaintiff | Court of Common Pleas

vs

J.N. Mowrey Defendant | Petition filed Dec., 15th 1887.

Petition. The Plaintiff says:

5458 That she has been a resident of the State of Ohio for more than the year last past and is now a bona fide resident of said County of Union.

On or about the 30th day of June, A.D. 1887, she was married to the Defendant.

First Cause of Action.

The Defendant since their said marriage has been guilty of extreme cruelty toward the Plaintiff in this, to wit: On the forepart of November A.D. 1887, he struck the Plaintiff and jarred her upon a large chair. That the said Defendant was cruel and brutal toward this Plaintiff, by calling her vile names and by using profane and obscene language toward her, unfit to be placed herein. That the Defendant was cruel and brutal towards an only son of the Plaintiff by a former marriage.

Second Cause of Action:

That the said Defendant has been guilty of gross neglect of duty toward this Plaintiff in this, to wit;

That frequently during their said marriage, he ordered said Plaintiff to leave the residence [they having lived in Magnetic Springs of said County] and refusing to allow Plaintiff to remain at said residence. That on Thursday December 8, A.D. 1887 he required Plaintiff to pack up her clothing and go among

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Notice to Defendant

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strangers – refusing to maintain or in any way support the Plaintiff.
That he refused to provide for or allow the Plaintiff minor child about 16 years old, to remain with the Plaintiff at their residence and he was required by the Defendant to go among strangers and maintain himself.
The Plaintiff says, she has no means what ever of her own, and is now without any means to maintain herself with, and has no relatives in said County or elsewhere or other persons from whom to procure any means of support.
That by reason of the Defendants cruelty, and his refusal to provide for her in any way, she is entirely destitute and living among comparative strangers. That the Defendant was and is well able to provide for the Plaintiff. That she was a kind and dutiful wife to said Defendant.
That he was the owner of and kept a large Hotel in said Magnetic Springs. That during their said marriage she aided the Defendant by her own labor and otherwise in carrying on said business.
That the Defendant is the owner of fully $7000. in Real Estate in said Union County. The Plaintiff therefore prays that she may be allowed reasonable Alimony to enable her to prepare her cause for hearing and to maintain her until this case can be submitted at the next Term of said Court and on final hearing she may be divorced from the said Defendant and be allowed reasonable alimony and restored to her former name of Emma A. Sharley and for all proper relief.

H. W. Ayers Atty for Pltff.

The State of Ohio, Union County. s.s } Emma A. Mowrey being first duly sworn says the facts stated and allegations in her former petition are as she believes true.

Emma A. Mowrey.

Sworn to before me and signed in my presence, this 10th day of December A. D. 1887.

{seal} John B. Coats. Probate Judge.

To the Clerk:

Praecipe — Issue Summons and Copy of the Petition, and notice in the above case to the Sheriff of Union County, Ohio, returnable according to law.

Endorse Action for Divorce and Alimony
See original papers for Summons } H. W. Ayers Atty for Pltff.

Afterward, On the 15th day of Dec. A. D. 1887. A Notice to Defendant was filed with the Clerk of the Court which is as follows; to wit:

Notice to Defendant

Emma A. Mowrey Pltff
vs
J. N. Mowrey Deft.

5458

Court of Common Pleas
Notice.

The Defendant in the above case will take notice, that on Thursday the 15th day of December, A. D. 1887 the Plaintiff will apply to Judge John A. Price in Bellefountaine Ohio for Alimony

Marysville Ohio, Dec. 15th, 1887

H. W. Ayers. Atty for Pltff.

Afterward, On the 16th day of Dec.. A.D. 1887. An Entry was filed
on the the Clerk of the Court which is as follows, to wit:

Entry — Emma A. Mowrey Pltff. — Court of Common Pleas.
vs
5458 — J. N. Mowrey Deft. — Union County. Ohio.

On Motion of the Plaintiff herein by her Attorney and good cause being shown, it is hereby ordered that she be allowed the Sum of Fifty Dollars as and for her expense in conducting this action.

It is therefore ordered that the said J. N. Mowrey, pay to the said Emma A. Mowrey, or her Attorney W. W. Ayers. the said sum of Fifty Dollars as follows: Twenty five [$25.00] Dollars in Twenty from this date of Dec. 15th, 1887. and Twenty five [$25.00] in Forty days from said date. And in default of any such payments execution is allowed to issue therefor.

Cameron and Woodburn.
W. W. Ayers.

Afterward, On the 4th day of Feb. A.D. 1888, An Answer was filed
on the the Clerk of the Court which reads as follows, to wit:

Answer — Emma A. Mowrey Pltff — To the Court of Common Pleas
vs
5458. — J. N. Mowrey Deft. — Answer and Cross Petition.

Now comes the Defendant J. N. Mowrey and for his answer and Cross Petition says:

That he denies each and every alligation and argument in said petition contained except.— That the Plaintiff has been a resident of the State of Ohio for more than a year. That Plaintiff and Defendant were married at the date named in said Petition, and that the Plaintiff kept a Hotel at the said place named.

Further Answering and by way of Cross Petition the Defendant says:

1st That he has been a resident of the State of Ohio for more than the year last past, and that now he is a bona fide resident of said County of Union.

That the said marriage contract was brought about by fraud on the part of the Plaintiff in this, to wit: During the fore part of the year 1887. the Defendant was a widower and was keeping the Sanitarian Hotel at Magnetic Springs Ohio.

The Plaintiff came to said Hotel and was employed by the Defendant as housekeeper in which capacity she served for a short time during which she conducted herself properly and while so employed she represented to Defendant that she was a widow and that her husband had been dead about six years. That her husband had been a reputable physician and that the Plaintiff had always been a chaste and virtuous woman and had borne a good character in every way. Believing these representations the Defendant was induced to and did enter into said marriage contract. The Defendant says. That the said representations of the Plaintiff were false and fraudulent, and were made with intent to deceive and induce the Defendant to marry her.

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Motion. — 5458 — J. N. M

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The said Plaintiff's husband was not dead but divorced from her. He was not a reputible physician but a gambler of vicious habits. That said Plaintiff had not been a chaste and virtuous woman nor had she borne a good character. But on the contrary shortly before coming to Defendants house, she was the keeper of a house of ill fame in Cincinnati Ohio. She also had been the associate of prostitutes and dissolute characters, in said city and had been engaged in drunken brawls and fights. She had been in the habit of unlawfully cohabiting with men and was wholly with character, but the Defendant did not know of the same until after said marriage and would not have married Plaintiff had he known the same.

2." The Defendant further says that not long after said marriage the Plaintiff began to importune him to make a will in her favor and when he refused to do so she became petulant and finally began using profane and obscene language to Plaintiff and those in the house. She professed to be a fortune-teller and Spiritualist. During the forepart of November last she left home allying she was going to visit friends.

She was gone away about ten days, when she returned and from that time on expressed her contempt for Defendant and finally on the 8". day of December A. D. 1887, while the Defendant was away from home on business, she packed her trunks and left, taking with her considerable of Defendants property. Letters had been passing between plaintiff and other parties which led to the investigation by Defendant of her true character after she had left.

Defendant says that when she left him, Plaintiff had several hundred dollars worth of jewelry - among which was a diamond ring worth $300. and that her clothing and wardrobe was worth several hundred dollars more.

The Plaintiffs Boy had been brought up under such evil influences and was so dissolute, the Defendant did not desire him about and he was not required by law or morals to keep him.

Defendant prays that the prayer of Plaintiffs Petition be disallowed and that the Defendant may be divorced from the Plaintiff and all proper relief granted him.

By Cameron and Woodburn Defts. Attys.

Afterward, On the 28". day of Feb. A.D. 1888, A Motion was filed with the Clerk of the Court which is as follows, to-wit:

Motion. Emma A. Mowrey. Plaintiff
vs
5458 J. N. Mowrey. Defendant. } Court of Common Pleas

The Plaintiff herein now comes and for Motion, asks of the Court and order to strike from the answer of the Defendant herein all allegations in the same commencing on Page one, with the words - "The Plaintiff came to said Hotel and was employed by Defendant". Also all the allegations commencing on Page three with the words - The Defendant further says that not long after said marriage the Plaintiff began to importune him" and concluding with the words - "And he was not required by law or morals to keep him. And for cause says this same is surplusage. Ayres.

Reply
5458.

Afterward, on the 3" day of March, 1888, A "Reply" was filed with the Clerk of the Court which is as follows, to wit:

Emma A. Mowrey Plaintiff
vs
J. N. Mowrey Defendant.

Court of Common Pleas
Union County, Ohio

The Plaintiff now comes and for Reply to the Answer of the Defendant herein says. — She admits that the said Defendant is a resident of said County of Union — and denies each and every allegation therein contained.

D. W. Ayers, Atty for Plaintiff.

Afterward, on the 5" day of April, A. D. 1888, An Entry was filed with the Clerk of the Court which is as follows, to wit:

Entry
5458

Emma A. Mowrey
vs
J. N. Mowrey

Court of Common Pleas
Union County Ohio

This cause coming on for hearing was submitted to the Court upon the Petition of the Plaintiff and at the evidence on consideration whereof, the Court find for the Plaintiff — and that 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.

Petition
5471

The Court find, that on the evidence adduced, that the Defend ant has been guilty of gross neglect of duty toward the plaintiff, and that by reason thereof the Plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Emma A. Mowrey and J. N. Mowrey be, and the same is hereby dissolved, and both parties are released from the obligations of the same. And it is further ordered that the Plaintiff be and is restored to her former name of Emma A. Sharkey.

It is further ordered and adjudged that the Defendant pay to the Plaintiff as her reasonable alimony the sum of $50 in Six months from this date of April 5" A. D. 1888, and that the said Defend and pay the costs of this proceedings taxed to $ and in default thereof for ten days execution issue therefor.

Whereupon the Defendant gave notice of his intention to appeal this case to the Circuit Court from the order of the Court granting alimony, and the Court fix the appeal bond at $100.00

Ayers.
Cameron and Woodburn.

Attest — [illegible] Clerk.

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the court House in the Town of Marysville within and for the County of Union and State of Ohio Third Sub-Division of the Tenth Judicial District the 27th day of February. in the year of our Lord One-Thousand Eight-hundred and Eighty-eight. Heretofore, To wit:

The Connecticut Mutual Life Insurance Company Pltffs

vs

Philip C. Adams and Leonora Adams his Wife. James W. Robinson And A. B. Robinson, partners doing business under the firm name of Robinson & Robinson. O M. Scott & J. J. Scott partners doing business under the firm name of O M. Scott & Bro and Charles Fox Defendants.

Court of Common Pleas

Union County Ohio.

Petition

Petition

5471

And now comes the Plaintiff. for cause of action herein against the said defendants, says;

That heretofore, to wit, on the 2nd day of January A. D. 1884, the Defendant Philip C. Adams executed and delivered to Plaintiff his promissory note for the sum of Two Thousand Dollars, payable five years after date, with eight per cent. interest thereon after due until paid. the interest on said note to maturity being represented by ten Coupon notes attached to said principal note, each for the sum of 60^{00}, and payable respectively in 6, 12, 18, 24, 30, 36, 42, 48, 54, and 60 months from date. with eight per cent. interest thereon after maturity.

That to secure the payment of the said note and coupons representing interest as aforesaid, the said Philip C. Adams and Leonora Adams, his Wife, executed and delivered to said plaintiff their mortgage deed of the said date of January 2nd, 1884 and thereby conveyed to Plaintiff in fee simple the following described premises; Situated in the Township of York, County of Union and State of Ohio and known as part of the Virginia Military Survey No 5387, described as follows; Beginning at a stone [Beech. Hickory, Elm & Lynn] south east corner to said Survey, thence with the east line of said Survey N. $10\frac{1}{2}^{\circ}$ E. 212 $\frac{100}{100}$ poles to a stone corner to Elizabeth Foxes land; thence with the south line of said line North $80\frac{3}{4}^{\circ}$ West 127 $\frac{70}{100}$ poles to a stone corner to said land in the West line of lot No. two (2) of the sub-division of said survey No. 5387.; thence with the west line of Lots Nos. 2 and one of said sub-division. South 10° West 211 poles to a stone [elm, hickory and lynn] south west corner to lot No 1. in the south line of said Survey No. 5387; thence with said line

line South 80° East 126 56/100 poles to the beginning, being 168 acres, be the same more or less

That the said Mortgage had a condition therein written to the effect that the grantors therein should keep the premises insured to the amount of Fifty Dollars for the benefit of the said grantee, and that in the event of non-payment promptly at maturity or within thirty days thereafter of any principal or interest or coupon note mentioned, then the principal note named above for the sum of Two-Thousand Dollars should become due and payable at the option of the said plaintiff, but that said plaintiff should not be required to give any notice of said option, but that plaintiff could foreclose at any time after the default of payment of any interest coupon without notice

That said Mortgage Deed was deposited with the Recorder of Union County Ohio for record on the 3rd day of January A.D. 1884 and was afterward recorded in Volumn 14, on Pages 264 to 266 of the Record of Mortgages of Union County Ohio.' That all of the Coupons had been prior to the one which fell due on the 2nd day of January, 1887 and that said coupons of $60.00 which came due on said 2nd day of January 1887, has not been paid nor has any of the coupons falling due since that time been paid.

Plaintiff further says that by reason of the failure of the Plaintiff to pay said coupon due January 2nd, 1887, or within Thirty days thereafter the whole debt became due and payable and that said Plaintiff exercised its rights to have said principal note to become due on default of the payment of said interest coupon as aforesaid.

The Plaintiff says that there is now due and owing to it the sum of Two-Thousand and Sixty Dollar with eight per cent interest thereon from January 2nd, 1887, and that the said Mortgage Deed has become absolute and subject to foreclosure.

That the Defendants Robinson and Robinson and O.M. Scott and Bro. and Charles Fox claim some interest or to have some lien on the said premises, but just the interest Plaintiff is unable to state.

Wherefore the Plaintiff prays that Robinson and Robinson O.M. Scott and Charles Fox may be made parties defendants and required to set out their claims, whatever they may be, that unless the Defendants Philip C. Adams or Leonora Adams pay or cause to be paid to Plaintiff within a short time to be named by the Court the amount due as aforesaid, 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.

Charles E. Barrett and
S. B. Fulton Attys for Plff.

The State of Ohio
Union County ss. } S. B. Fulton being first duly sworn according to law, says that he is one of the Attorneys for the Plain

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tiff duly authorized in the premises: that the 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 are true.

S. B. Sulton.

Sworn to before me and subscribed in my presence by the said S. B. Sulton, this 2". day of January 1888.

Seal

John D. Burgener. Clerk.

I acknowledge myself security for costs herein

S. B. Sulton

We waive the issuing and service of Summons herein and enter our voluntary appearance in the above entitled action.

Jan., 8th, 1888.

Robinson & Robinson.
Orr, Scott and Bro.
Philip C. Adams,
Lenora Adams,
Charles W. Fox.

Pracipe 5471

To the Clerk:

Issue Summons for the Defendants Philip C. Adams and Lenora Adams to Sheriff of Union County Ohio. Returnable according to law. Indorse suit to foreclose mortgage.

Charles E. Barrett.
S. B. Sulton. Attys for Pltff.

Afterward, on the 17." day of Jan. A. D.. 1888, An Answer was filed with the Clerk of the Court which reads as follows, to wit:

The State of Ohio
Union County ss
The Connecticut Mutual
Life Insurance Company
vs
Philip C. Adams et. als

Court of Common Pleas.

Answer of
Charles W. Fox.

Answer 5471.

Now comes the Defendant Charles W. Fox and for Answer herein says: That on the 17." day of December, 1887, he bought of George W. Sanderson the following described premises, which are apart of the premises described in the Plaintiffs Petition, to wit: Situate in the County of Union in the State of Ohio and in the Township of York and bounded and described as follows, viz: Being in Survey No. 5387, commencing at a stone and crocks in the line between York and Taylor Townships, it being the S. E. corner of Elizabeth Fox's land: thence with her south line N. 77½° W. 26⅔ poles to a stone and piece of crock; thence S. 13° W. 12 poles to a stone and piece of crock; thence S. 77½° E. 26⅔ poles to a stone and crock in the center of road and above named Township's line; thence with the center of the road and Township line N. 13½° E. 12 poles to the beginning, containing [2] two acres of land more or less.

Said Defendant Charles W. Fox says that he has paid and secured to be paid the whole of the purchase price of the said

two acres. He further says that George W. Sanderson his grantor bought said two acres of said Defendant Philip C. Adams on the — day of — but since the execution of the Mortgage by Philip C. Adams and wife to the Plaintiff, and the said Defendant Avers that the remainder of the land described in plaintiffs petition will bring more than money enough to satisfy the claim of the said Plaintiff.

This Defendant further says that the Defendants Robinson and Robinson and O.W. Scott and Bro. have released the said two acres from the operation of the Mortgage they respectively hold on the said premises described in Plaintiffs Petition.

Wherefore this Defendant prays that the order of the Court may be that the said Plaintiff be compelled to first sell the land described in its petition, except the two acres described herein, and that they have no order to sell the said two acres unless the remainder of said land should not bring sufficient to pay its said claim and for other and proper relief.

S.B. Fulton Atty. for Chas. W. Fox.

The State of Ohio,
Union County ss

Charles W. Fox being first duly sworn according to law says the facts stated and allegations of the foregoing answer are true as he verily believes.

Charles W. Fox.

Sworn to before me and subscribed in my presence by the said Charles W. Fox this 17th day of January, A.D. 1888.

Seal

John L. Burgner, Clerk.

Entry

5471.

Afterward, on the 2nd day of March, A. D. 1888, An Entry was filed with the Clerk of the Court, which reads as follows, to-wit:

The Connecticut Mutual Life Insurance Company vs Philip C. Adams et. al.

Common Pleas Court.

Union County Ohio.

This day this cause came on to be heard upon the petition of the Plaintiff, and the Answer of Charles W. Fox, the other Defendants although legally notified of the pendency hereof having failed to Answer, demur, or otherwise object to Plaintiffs petition but made default. On consideration whereof and the Court being fully advised in the premises finds that all the allegations of the said Plaintiffs Petition are true, and that there is due the Plaintiff from the Defendant Philip C. Adams on the notes set out in the petition with interest to the 1st day of this term the sum of Two Thousand Two Hundred Fifty-Nine and 87/100 Dollars ($2259.87) which amount should draw 8 per cent. interest from the 1st day of this term of Court.

The Court further find that in order to secure the payment of said notes the Defendants Philip C. Adams and Leonora Adams

Entry

5471

Cross Petition.

First Cause.

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his wife executed and delivered to said Plaintiff their certain Mortgage Deed as in the Petition described and on the premises described; That said Mortgage was duly recorded in Book 19, on pages 264 to 266 of the Records of Mortgages of Union County, and is a good and valid lien on the premises described in the Petition, and that the conditions in said mortgage have been broken

The Court further find that the Defendant Charles W. Fox is the owner of the two acres described in his answer which is a part of the premises described in Plaintiffs Petition and which was conveyed by Philip C. Adams and Wife to George M. Sanderson and by George M. Sanderson to George W. Fox since the execution of the Mortgage by Philip C. Adams and Wife to the Plaintiff, and it is by the Court ordered that the premises described in the answer of said Charles W. Fox be committed from any order of sale issued thereon unless the remainder of the premises fail to satisfy the claim of the plaintiff, interest and cost.

It is therefore considered adjudged and decreed that unless the Defendant Philip C. Adams, shall within three days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the 1st day of this term with 8 per cent as aforesaid, the Defendants Philip C. Adams and Leonora Adams equity of redemption be foreclosed, and said premises be sold except said two acres described in the answer of Charles W. Fox, and that an order of sale issue to the Sheriff, of Union County, Ohio, directing him to appraise, advertise and sell said premises, except said two acres, and report his proceedings to this Court for further order.

L. B. Fulton Atty.

Afterward, on the 10th day of March, A. D. 1888, an Entry for filing Cross Petition was filed with the Clerk of the Court which is as follows, to wit:

The Conn. Mutual Life Ins. Co.
vs
P. C. Adams et. al.

Common Pleas Court.

Entry.

On motion of Robinson and Robinson, Defendants herein, Leave is granted them to file their Cross Petition in this Case instanter, whereupon said Robinson and Robinson filed their Cross Petition for judgment and order of sale.

5471

Afterward, On the 12th day of March, A. D. 1888, A Cross Petition was filed with the Clerk of the Court which is as follows, to wit:

Cross Petition.

The Connecticut Mutual Life Insurance Company Pltff.
vs
Philip C. Adams et al Leonora Adams Robinson et al Robinson et al Other Defts.

Common Pleas Court.

Union County, Ohio.

Cross Petition.

First Cause

The said Defendants Robinson and Robinson, whose individual names are James W. Robinson and A. B. Robinson say that they are partners doing business in the State of

Ohio under the firm name of Robinson and Robinson. that there is due them from the Defendant P. C. Adams on his promissory note a Copy of which is hereto attached, the sum of ninety three Dollars with interest at eight per cent. from February 9th A.D. 1887.

Second Cause. That said Defendant P. C. Adams is indebted to said Defendant Robinson and Robinson in the sum of Fifteen and 70/100 Dollars for goods sold and delivered to him by Robinson and Davis [a Copy of the statement is hereto attached] which for a valuable consideration has been assigned to these Defendants as aforesaid.

Wherefore Defendants Robinson and Robinson ask judgment against the Defendant P. C. Adams for the sum of Ninety three Dollars with interest at eight per cent. from Feb. 9th A.D. 1887, on their first cause of action.

Third Cause. The said Defendants Robinson and Robinson further complain of the Defendants P. C. Adams Lenora Adams and say that on the 9th day of Feb., 1887. to secure the payment of Ninety three Dollars with interest at 8 per cent. for which P. C. Adams gave his note conveyed to Defendants Robinson and Robinson the following Real Estate situated in York Township, Union County Ohio and in Survey No. 5387.

Beginning at a stone, beach, hickory, elm and lynn south east corner to said Survey thence with the east line of said Survey north 10½° east 212 poles to a stone corner to Elizabeth Fox's land thence with the south line of said land north 80¼° west 127 7/100 poles to a stone corner to said land in the west line of lot No. [2] Two of the Sub-division of said Survey No. 5387 thence with the west line of Lot Nos. 2 and 1 of said Subdivision south 10° west 211 poles to a stone, elm, hickory and lynn, south west corner to said Lot No. 1, in the South line of said Survey No. 5387 thence with said line south 80° east 126 57/100 poles to the beginning, being 168 acres more or less. Same as described in Plaintiffs Petition. Said Mortgage Deed was received for Record by the Recorder of Union County, Ohio, Feb. 9th 1887, and recorded Feb. 14th 1887, in volume 25 page 25.

The said Ninety three dollars and interest was to have been paid one year from the date of said Mortgage Conveyance which time has elapsed and yet no part thereof has been paid and the same is now due to the said Defendants Robinson and Robinson who are the owners thereof from the Defendant P. C. Adams and and said Conveyance by the terms thereof has become absolute.

Therefore Robinson and Robinson ask that an order of sale issue in this case against the Defendants P. C. Adams and Leonora Adams for the sale of the Real Estate above described and that from the proceeds thereof their claim aforesaid be paid and for such other and further relief as is right and proper in the premises.

Robinson and Robinson.

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The State of Ohio.
Union County ss.

A. B. Robinson being first duly sworn says he is one of the firm of Robinson and Robinson and that the statement of the foregoing Cross Petition are true as he believes

A. B. Robinson.

Sworn to before me by A. B. Robinson and by him subscribed in my presence this 9th day of March, A.D. 1888.

Seal.

R. McBroxy. Clerk.
By W. M. Wright Dpty.

Copy of Note.

Feb. 9th A.D. 1887.

One year after date I promise to pay to the order of Robinson and Robinson, Ninety three Dollars, Value received with interest at eight per cent. per annum.

P. C. Adams.

Marysville. Ohio. January. 12th 1888.

Mr. P. C. Adams. In account with Robinson and Davis, Factory Store.

Feb. 16.	1887.	To 14 yards print		1	75	
		" Two Thread			10	
		" Three print			15	2 00
Feb.	"	" Pair Buck Boots				3 50
May 14th	"	" Six² Lace Curtains		3	25	
June 15th		" Seven Prints.			42	3 67
		" Four Buck.			67	
		" One Sock			10	
		" Needles.			05	
		" Eleven Prints			94	
		" Five Prints			30	2 06
		" Eight Prints				40
Oct. 19		" Four Pair Boots & Shoes				4 25
Nov. 1st		" Boots & Shoes				2 50
Nov. 4th		" Boots				3 50
						21 88
June 15th	1887	By wood		4	12	
		" Cash 100 and — 125		2	25	6 37
						15 51

March. 9th 1888 For value received the above account is assigned to Robinson and Robinson and Davis.

Afterward. on the 12th day of March, A.D. 1888. An Entry was filed with the Clerk of the Court which is as follows. to wit:

Entry.

Connecticut Mutual Life Ins. Co.

vs.

5471. Philip C. Adams. et. als.

This day came on this cause to be heard on the Cross Petition of Robinson and Robinson, whereupon the Court find there is due on the note in said Petition described $102 with eight per cent interest and $15.55 on the

account thereon stated. Whereupon it is considered ordered and adjudged by the Court that the said Robinson and Robinson recover from the said P. C. Adams the said sum amounting to $117 57/100. and it is further ordered and decreed by the Court that if C. P. Adams fail for three days to pay said $102 due on said note secured by Mortgage. that an order of sale issue to the Sheriff of this County. commanding him to appraise, advertise and sell the said premises according to law to satisfy said decree and judgment.

Afterward, on the 5" day of April, A.D. 1888. an Entry was filed with the Clerk of the Court which reads as follows, to-wit.

Entry. The Connecticut Mutual Life Ins. Co..

5471. vs

P. C. Adams. et. al. Court of Common Pleas.

This day came the Plaintiff and on motion to the Court the decree rendered herein at the present term of this Court in favor of Plaintiff, is set aside, and this action is dismissed without prejudice to a new action at the costs of the Defendant P. C. Adams, so far as the Plaintiff is concerned, but as to Cross Petitioners and this cause is left off the Docket.

S. B. Fulton for Plaintiff.

Afterward, On Order of Sale, dated March. 9". 1888. was filed with the Clerk of the Court which is as follows, to wit:

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

5471. Whereas, at a term of the Court of Common Pleas, held at Marysville in and for said County. on the 2". day of March, A.D. 1888, in the cause of the Connecticut Mutual Life Insurance Company Plaintiff and Philip C. Adams et. als. were Defendants, it was ordered, adjudged and decreed as follows. to wit;

That unless the Defendant Philip C. Adams. shall within three days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs and to the Plaintiff herein the sum found due to wit; $225-87 with interest at eight per cent. from the 27" day of Feb., 1888. the Defendants Philip C. Adams and Leonora Adams equity and redemption be foreclosed and said premises be sold except said two acres described in the answer of Charles W. Fox, and that an order of sale issue to the Sheriff of Union County, Ohio. directing him to appraise. advertise and sell said premises. except two acres, and report his proceedings to this Court for further order.

Description of Lands.

Situate in the Township of York. County of Union and State of Ohio, and known as part of V. M. Survey No. 5387.

Beginning at a stone. [Buch. Hickory, Elm. and Lynn]. southeast corner to said Survey. thence with the east line of

Sheriff's Return. 5471. The State
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Sheriffs
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said Survey No. 10½° E. 212 7/10 poles to a stone corner to Elizabeth Fox's land; Thence with the South line of said land No. 80 1/4° W. 127 40/100 poles to a stone corner to said land in the west line of Lot No. 2 of the Sub-division of said Survey No. 5387; Thence with the west line of lots Nos. 2 and 1 of said Sub division S 10° W 211 poles to a stone, Elm. Hickory and Lynn S. W. corner to Lot No. 1 in the south line of said Survey No 5377; Thence S 80° E 126 25/100 poles to the beginning, being 168 acres be the same more or less.

Excepting therefrom, the following described piece of land, Being in Survey No. 5387.

Commencing at a stone and crocks in the line between York and Taylor Townships — at being the S. E. corner of Elizabeth Fox's land; Thence with her South line N. 77½° W. 26 2/3 poles to a stone and piece of crock; Thence S 13° W. 12 poles to a stone and pieces of crock; Thence S. 77½° E. 26 2/3 poles to a stone and crock in the center of the road and above Township line; Thence with the center of the road and Township line N 13½° E. 12 poles to the beginning, containing Two acres of land more or less.

We Therefore 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 statue 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 9th. day of March, A. D. 1888.

R. McCrory. Clerk.
By W. M. Winget. Deputy.

Sheriff Return. 0471.

The State of Ohio.
Union County, s.s.
Returned this 8th day of May, A.D. 1888 by order of Plaintiff

Sheriffs Return:

Sheriffs Fees.		
Service.		30
Writing Appraisal.		30
Mileage.	1	82
Poundage.	27	00
Total.	24	42

Attest. R McCrory Clerk.

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union of the Third Sub-division of the South Judicial District of the State of Ohio, the 21st day of May, in the year of our Lord One Thousand Eight Hundred and Eighty-Eight. Heretofore. To wit:

James W. Robinson and
A. B. Robinson under the firm name
of Robinson and Robinson. Plaintiffs

vs

Hiram Orton and Mary Orton. Defts.

Common Pleas Court

Union County Ohio.

Petition. The Plaintiffs say that they

5509. are partners during business in the State of Ohio, under the firm name of Robinson and Robinson, that on the 11th day of July, A.D. 1881 the Defendant May Orton under the name of May Woolittle executed and deliver to Plaintiff her promissory note of that date [a copy of which with endorsements as here to attached] and thereby promised to pay Plaintiffs the sum of Ninety-four and 18/100 dollars and interest thereon at eight per cent. in sixty days from the date thereof, which time has long since elapsed and she has not paid any part thereof except twenty five dollars, Nov. 2nd, 1881, and five dollars April 21st, 1883, and that there is now due said Plaintiffs from the said defendants by reason of the premises the sum of One Hundred and Two and 30/100 dollars with interest at eight per cent. from March 1st 1888.

That said May Orton was at the time of the execution of said note unmarried and has since then on the — day of — intermarried with the said Defendant Hiram Orton.

Therefore Plaintiffs ask judgment against the Defendants for the sum of One Hundred and Two and 30/100 Dollars with interest at eight per cent. from March 1st 1888.

Robinson and Robinson

The State of Ohio,
Union County ss. A. B. Robinson being first duly sworn says the statements of the foregoing petition are true as he believes and he is one of the said Plaintiffs.

A. B. Robinson.

Sworn to before me and subscribed in my presence this 4th day of March, A. D. 1888. R. McGrory. Clerk.

{Seal} By W. M. Winget. Deputy.

Copy of Note. Copy of Note and Endorsements.

$ 94.18 Marysville Ohio, July 11th 1881.

Sixty days after date I promise to pay the order of Robinson and Robinson Ninety-Four and 00/100 dollars at × value received with interest at eight per cent. per annum.

May Woolittle

Endorsed Nov. 2nd, 1881. paid on the within twenty-five Dollars $25.00

" April 21st, 1883. paid five dollars.

Affidavit. 5509

Praecipe.

Summons 5509.

Sheriffs Return 5409

Order of Attachment 5409

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Robinson and Robinson
vs
Hiram Orton & May Orton.

Court of Common Pleas.
Union County.

Affidavit.

5509

The State of Ohio,
Union County. ss

A. B. Robinson being first duly sworn says that he is one of the Plaintiffs in the above named case, and that the said Defendants are non residents of the State of Ohio and are absent therefrom and that they have an interest in Real Estate in the Village of Marysville, County of Union and State of Ohio, known as out Lots number twenty two [22] and twenty six [26] in said village of Marysville.

Praecipe.

To the Clerk:

Issue Summons for the Defendants and endorse "Petition Note" for $102.35 with eight percent interest from March 1, 1888. Also Writ of attachment.

Robinson and Robinson.

Afterward, On the 9th day of March. A.D. 1888. A Summons was issued by the Clerk of the Court which is as follows, to wit:

The State of Ohio,
Union County ss.

To the Sheriff of the County of Union.

Summons

5509.

We command you to notify Hiram Orton and Mary Orton, that they have been sued by James W. Robinson and A. B. Robinson, partners under the firm name of Robinson and Robinson, in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of April, A.D. 1888. the petition of said Robinson against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 9th day of March, A.D. 1888.

Witness my hand and the Seal of said Court, this 9th day of March, A.D. 1888, at Marysville, Ohio.

R. McCrory Clerk.
By W. M. Widget Deputy.

Seal

The State of Ohio
Union County, ss

Sheriffs Return.

Sheriffs Return

Received this Writ the 9th day of March A.D. 1888. The within named not being found I return this Writ March 10th, 1888.

Marion Hopkins Sheriff.

5409

Sheriffs Fees.	
Mileage.	16
Copy.	40
Total.	56

Order of Attachment

5409

Afterward on the 10th day of March, A.D. 1888. an Order of Attachment was filed with the Clerk of the Court which is as follows, to wit:

The State of Ohio
Union County ss.

Court of Common Pleas
Union County Ohio.

Robinson and Robinson Plaintiff
vs
Hiram Orton et. al.

To the Sheriff of
Union County.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the Defendant Hiram Orton and Mary Orton not exempt by law from being applied to the payment of the claims of the Plaintiff Robinson and Robinson or so much there of as will satisfy their claim for One Hundred and Two Dollars and 50/100 Dollars with 8 per cent. interest from March 1st 1888, and also for Fifty Dollars, the probable cost of this action.

You will make due return of this order on the 7th day of April, A.D. 1888.

Witness my hand and the Seal of said Court, this 9th day of March, A.D. 1888.

Seal.

J. M. McGrory. Clerk.
W. M. Wright Deputy.

Union County Ohio
March, 9th A.D. 1888

Sheriffs Office.

Received this order on the 9th day of March, A.D. 1888, and agreeably to the command thereof, I did, on the 10th day of March, A.D. 1888, in the presence of Jas Field and Sol Butz two freeholders of said County attach the property described in the Schedule marked "A" hereto attached and made part of this Return, and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceed to make such inventory and appraisement as will fully appear by reference to said Schedule "A".

Sheriffs Fees.		
Service.		30
Copies.		30
Mileage		16
Sum. Appris.	1	20
Appraisers Fees.	3	0
Total.	4	96

I hereby certify the proceedings in this case to be correct.

Schedule "A".

We W. Hopkins, Sheriff of Union County, and Jas. Field and Sol. Butz two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of Aaron D. Woolittle and hereinafter described as follows, viz:

Situated in the County of Union, in the State of Ohio, and bounded and described as follows: Part of Virginia Military Survey No. 3351. Beginning at a post in the south line of Out Lot No. 21, in the Town of Marysville and in the east line of Chestnut St.: Thence with said line South 7° E. 6 poles to a post in the North line of out Lot No 23: Thence with said line S. 87° E. 9 50/100 poles to a post

Entry 5509

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N. E. corner to said out Lot No 23 in the west line of out lot No. 25: Thence with said line N. 7° W. 1 pole to a stone; Thence N. 44° W. one pole; Thence N 4° W. 3 33/100 poles to a stone; Thence N 87° W [passing the south east corner of said out lot No. 21 and with the south line of the same] 8 92/100 poles to the beginning.

Being part of a lot of land conveyed by Jane Bancroft to Aaron W. Woolittle on the 12th day of April, A.D. 1873, and a part of out Lot No 22 conveyed by Jas. H. Felker to Aaron W. Woolittle on the 29th day of October 1868, and a part of out lot No. 26 conveyed by E. R. Southwick to Aaron W. Woolittle on the 26th day of April 1873.

Given under our hands this 15th day of March. A.D. 1888.

W. Hopkins. Sheriff
Jas. W. Field
Sol. Butz.

Afterward, On the 16th day of July, A.D. 1888. An Entry was made on the Journal by the Clerk of the Court, which is as follows, to wit:

Entry

5509

A. B. Robinson and Jas. W. Robinson partners in the name of Robinson and Robinson

vs

Hiram Orton and May Orton.

Common Plear Court.

Union County, Ohio.

This day came the Plaintiffs and made proof of publication. Whereupon the Court find that said Defendants have been duly notified by publication of the pendency of this action and that said Defendants are in default and that said Writ of Attachment was lawfully issued and levied upon the property described in said Writ of Attachment and the said Defendants not demanding a jury. This cause was submitted to the Court by the Plaintiffs.

Whereupon the Court being fully advised in the premises do find there is due Plaintiffs from May Orton the sum of One-Hundred and Five and 63/100 Dollars on said Note as alleged in said Petition which sum by virtue of said levy in attachment, is a lien on said real estate seized as aforesaid.

Therefore it is considered ordered and adjudged by the Court that Plaintiffs recover of said May Orton said sum of $105 63/100 with eight percent. interest thereon and the costs herein taxed to $, and further it is ordered and decreed that if said May Orton shall for thirty days fail to pay said sum and interest and costs, that an order of sale issue to the Sheriff of this County, commanding him to appraise, advertise and sell said real estate in the said Writ described, to-wit: The interest of said May Orton therein as one of the heirs of Aaron Woolittle deceased and report his proceedings to this Court

Pleas before His Honor John A. Price Judge of a Court of 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, the 27th day of October, in the year of our Lord One-Thousand-Eight-Hundred and Eighty-Eight. Heretofore, To Wit;

R. H. Lowe Plaintiff

vs

H. C. Fay and Mary A. Fay. Deft.

Court of Common Pleas.

Union County. Ohio.

Petition

On the 22nd day of January A.D. 1887

at the January Term of Common Pleas Court of Delaware

County, the plaintiff recovered a judgment against the De-

6284 fendant H. C. Fay in the sum of $538 80/100, 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 H. C. Fay, which said execution was returned by said Sheriff indorsed as follows to wit: {State of Ohio, Delaware County S.S.}

Received this Writ March, 15th A.D. 1887 at 12 O'clock 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 H. C. Fay, directed to the Sheriff of Union County Ohio, and which execution for want of goods and chattels of the said defendant H. C. Fay, the Sheriff of said County levied on the following described piece or parcel 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 Millcreek [at a stone in the Bank of the creek, bears S 8½° E 1 pole]:

Thence with said original line 8½° E 29 7/10 poles to a stone corner to P. Snyders lot of 2½ acres: Thence with the north line of said lot and north line of Isaac Grummonds lot of 2½ acres, N. 88½° W. 61 poles and 23 links, to a stone corner to said Grummonds lot line, the east line of John Guthries land: Thence with his line N 8½° W. 67 7/10 poles to a stake in the south side of Millcreek at low-water mark [a stone on the bank of the creek bears S. 8½° E. 1 7/10 poles to 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 22½ acres.

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Also another tract situated in said Village of Marysville, and in Survey No. 3354 bounded and described as follows: being the S ½ of Lot No 21 of the Sub division of the Farm made by John Cassil, to the plat of which reference is here made, recorded in plat book "One" page 28 and 29 of the recorders Office of said County, containing 2½ acres more or less, being same premises conveyed to B. A. Fay by Snider and Kinkade by deed dated May 4th, 1866 recorded in Book 29 on page 226 of the Records of Deeds of Union County Ohio.

On the 29th Day of January A. D. 1887, said Defendant N. C. 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 Union County has levied.

Said Defendant N. C. Fay being then and ever since unable, except for such sale property to pay said judgment of Plaintiff, and his other debts.

Said Defendant N. C. 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 the creditors of said Defendant N. C. Fay out of of their just claims against him, did on said 29th 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.

W. F. Overturf and H. S. Culver
Attys for Plaintiff.

The State of Ohio,
Union County S.S

W. F. Overturf being first duly sworn, says that he is the attorney of the Plaintiff R. C. Love, duly authorized herein, that the facts alleged in the foregoing pleading are within affiant's personal knowledge, and said plaintiff is not resident of this county.

And that the facts stated in the above pleading are, as affiant believes, true.

W. F. Overturf.

Sworn to before me and signed in my presence this 21st day of March, A. D. 1887.

(seal) John D. Burgner Clerk.

Practipe To the Clerk:

Issue Summons on the above entitled case, directed to Sheriff of Delaware County Ohio, indorsed action for equitable relief and to set aside deed, and subject lands to pay judgment.

Returnable according to law

Afterward on the 12th. day of April, A. D. 1887. A Summons was issued by the Clerk of the Court which is as follows, to-wit:

The State of Ohio
Union County. S.S. } To the Sheriff of the County of Delaware-

Summons

We command you to notify H. C. Fay and Mary A. Fay that they have been sued by R. H. Love in the Court of Common Pleas of Union County, and that unless they answer by the 14th 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 by taken as true, and judgment rendered accordingly.

6284

You will make due returns of this Summons on the 25th. day of April, A. D. 1887.

Witness my hand and the Seal of said Court, this 12th. day of April A. D. 1887.

Seal

John D. Burgner, Clerk.

The State of Ohio,
Delaware County. S.S. } Sheriff's Return.

Received this Writ April, 14th. A. D. 1887, at 8.30 A.M. and on the 19th. day of April, A. D. 1887, I served the same by delivering to the within Defendant H. C. 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.

William J. Davis Sheriff
By Stephen P. Shrall Deputy.

Sheriff's Fees		
Service.		45
Milage.	1	28
Copy.		50
Return.		25
Total.	2	48

Afterward. On the 10th. day of May. A. D. 1887 an Answer was filed with the Clerk of the Court which reads as follows, to wit:

Answer

R. H. Love Plaintiff
vs
H. C. Fay and Mary A. Fay. Defts. } Court of Common Pleas
Union County, Ohio.

6284.

First Defense. The Defendants Answer to the petition of Plaintiff and admit that the Plaintiff obtained judgment Defendant H. C. 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 admits that on the said 29th. day of January A. D. 1887, said H. C. Fay was the owner of said premises and Defendants admit that on the said 29th day of January A. D. 1887, said Defendant H. C. 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.

Second Defense. For a second ground of Defense Defendants say: That said H. C. Fay and Mary A. Fay intermarried in the month of January, A. D. 1871. That said Mary A. Fay in the year 1882 inherited and obtained from her fathers estate the sum of Thirty-five hundred Dollars. That she inherited in the year 1875 and received from her grandfathers estate the sum of Sixty Dollars. That in the year 1880 she also inherited and received from her mothers 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 Peck deceased the sum of Seventy eight Dollars. Said sums amounting in all the sum of $4038. Dollars. That all of said sums of money was her own separate property, and in which her said husband said H. C. Fay had no interest or estate.

Defendants further say, that the said Mary A. Fay at the date and times she received the above sums of money respectively, lent each several amount to her husband H. C. Fay, with the expres agreement and understanding between them that the said H. C. Fay should repay all of said moneys to her, with interest. That the said H. C. Fay excepting certain 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 Benjamine A. Fay deceased father of H. C. 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 H. C. 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 H. C. Fay to said Mary A. Fay for the premises described in said Plaintiff petition was made in good faith and with the honest purpose of paying said indebtedness so far as the said H. C. Fay could pay the same, and for no other purpose. And these Defendants postively deny all allegations of fraud, and dishonest purpose in making said conveyance.

Wherefore Defendants asked to be dismissed, and go hence and have judgment against said Plaintiff for

their costs herein expended.
H. C. Fay and Mary A. Fay Hfendants by
J. S. Gill and Porter & Porter their Attys.

The State of Ohio }
Union County ss. }

H. C. Fay being duly sworn upon his oath says, that he is one of the Hfendants in this action and that the facts stated and allegations contained in the above and foregoing answer of said Hfendants are true as he verily believes.

H. C. Fay.

Sworn to by said H. C. Fay before me and by him subscribed in my presence this 16th. day of May A. H. 1887.
{Seal.} Jas. S. Mc. Campbell Notary Public.
Notary fee 25¢ paid by H. C. Fay.

Afterward on the 6th. day of June. A. H. 1887, A Reply was filed with the Clerk of the Court of Common Pleas, which reads as follows, to-wit:

Reply.

R. H. Love Plaintiff
vs.
5284. H. C. Fay & Mary A. Fay Hfft.

Court of Common Pleas.
Union County. Ohio.

Now comes R. H. Love and by leave of Court first obtained, files this, his reply, to Hfendants Answer herein, and says that he admits that said Hfendants have intermarried and admits that said Hfendant H. C. Fay has heretofore conveyed certain real estate to said Hfendant Mary A. Fay, his Wife, which said real estate is located in Hflaware County, Ohio, and of two parcels and conveyed by two several deeds, dated respectively July. 16th. 1885, and January 26th 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 conveyance so made by said Hfendant H. C. Fay, with intent to hinder, defeat, defraud and delay the creditors of said H. C. Fay in the collection of their just claims against him.

Plaintiff denies that said Hfendant Mary A. Fay ever by express agreement lent said sums of money amounting to $4038, at the times stated in said Hfendants Answer with the understanding that the same should be repaid to Hfendant Mary A. Fay with interest thereon; And deny that said H. C. 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 more than $2000. but on the contrary say said land is valuable and worth a large sum of money to wit: More than $4500 and that if the same is subject to the Hower of --- Fay said lands are

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Order Dismissing costs

worth a large sum of money in excess of $1500. Plaintiff denies that said Power 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.

N. F. Overturf. Pltff. Atty.

The State of Ohio
Delaware County ss } N. F. Overturf being sworn, says that he is the attorney of the Plaintiff duly authorized herein, that the Plaintiff R. D. Love is not a resident of this County, and 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 4th day of June, A. D. 1887.

Seal.

Henry H. Beecher, Notary Public in and for Delaware County, Ohio. 40¢ paid by Pltff.

Afterward, On the 10th day of May. A. D. 1887, A Motion to require Plaintiff to give additional security for costs, was filed with the Clerk of the Court which is as follows, to wit:

R. D. Love Plaintiff
vs
D. C. Fay et. al. Defts.

Court of Common Pleas,
Union County, Ohio.

Now comes said Defendant and moves the Court to require the Plaintiff to give additional security for costs in this action for the reason that said security is insufficient to secure the same. Said security being wholly involved.

Gill & Porter & Porter. Defts. Attys.

Afterward, On the 7th day of Feb., A. D. 1888, An Entry was filed with the Clerk of the Court of Common Pleas which is as follows, to wit:

R. D. Love
vs
D. C. Fay and Mary A. Fay.

Court of Common Pleas
Union County Ohio.

Entry.

5284.

This day this cause came on to be heard upon the petition of Plaintiff, the Answer of Defendant, 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 D. C. 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 of the Defendants his costs herein expended taxed to $. 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 W. H. Loomis Clerk

Pleas before His Honor John A Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, May 21st in the year of our Lord, One Thousand Eight-Hundred and Eighty-Seven

Heretofore, to wit;

Petition — Anne Fogerty Plaintiff

vs

5279 — Charles Phillis, surviving partner of the firm of Fullington & Phillis

Court of Common Pleas

Union County, Ohio.

And now comes the said Plaintiff and for cause of action herein says that the said Charles Phillis is the surviving partner of the firm of Fullington Phillis. Said Plaintiff further says that on the 2nd day of March, 1887, by the consideration of the Court of Common Pleas of this County, in cause No. 5044, Plaintiff recovered a judgment against one George Schlegal in the sum of Four Hundred and Eighty-five Dollars. Said judgment was rendered in an action under Section 4357 of the revised Statutes of Ohio, brought by Plaintiff against said George Schlegal for injury to Plaintiff, caused by the sale of intoxicating liquors by said George Schlegal to one John Fogerty, the husband of Plaintiff. Said liquors were sold to said John Fogerty by said George Schlegal on certain premises then owned by the said firm of Fullington and Phillis and now owned by the said Charles Phillis as surviving partner of said firm of Fullington and Phillis, said premises being described as follows: Situate in the County of Union and State of Ohio, in the Village of Marysville, beginning at a point in the east margin of an alley and north west corner of a lot owned by Nacy M. Rogers purchased from one Martha J. Woods and others on the 24th day of May, 1882: Thence easterly with the north line of said lot and containing same course to east line of out lot number 84 in said Village: Thence N. with the said east line of out lot 34 to the center of the old channell of Mill Creek: Thence westerly with said channell to the east margin of said Ally: Thence south with the same to the place of beginning, being the north part of out Lots 34 and 35 in said Village. At the time of the said sale the said Fullington and Phillis knowingly permitted said premises to be used for the sale of intoxicating liquors.

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No part of said judgment has been paid. Wherefore Plaintiff prays that said premises may be held liable for the amount of said judgment and costs, that said judgment and costs be a lien thereon, and that said premises be sold to satisfy said judgment with interest and costs. L. B. Fulton and W. L. Hoopes for Plaintiff.

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

Union County s.s }

Attest W. C. Malin. Anne her X mark Fogerty

Sworn to before me and subscribed in my presence by said Anne Fogerty this 4th. day of March A.D. 1887.

W. C. Malin. J.P.

I hereby waive the issuing and service of Summons and enter my appearance herein.

Fullington and Phellis
By Porter and Porter their Attys.

Demurrer. 5274.

Afterward, On the 15th. day of March. A.D. 1887, A Demurrer was filed with the Clerk of the Court of a Common Pleas which is as follows, to wit:

Anne Fogerty Plaintiff
vs
Charles Phellis, surviving partner of the firm of Fullington and Phellis

Court of Common Pleas
Union County, Ohio.
Demurrer.

The Defendant demurs to the petition of Plaintiff, and for grounde of demurrer says;

That said petition does not state facts sufficient in Law, to constitute a cause of action against Defendant.

Porter and Porter Attys for Deft.

Entry. 5274.

Afterward. On the 9th. day of June. A.D. 1887. An Entry was filed with the Clerk of Court, of a Common Pleas which is as follows, to wit:

Anne Fogerty
vs
Charles Phellis

This day this cause came on to be heard upon the Demurrer of the Defendant to the petition of the Plaintiff and was argued by counsel: On consideration whereof and the Court being fully advised in the premises finds that said Demurrer is not well taken and therefore overrules the same, to which ruling and decision and at the time excepted, and on motion leave was given to Defendant to file his answer instanter.

All right.

Porter and Porter Attys for Deft.

Answer. 5274

Afterward, On the 9th. day. of June, A.D. 1887. An Answer was filed on the Journal by the Clerk of the Court which is as follows, to wit:

Anne Fogerty Plaintiff
vs
Charles Phellis Defendant.

Answer.

The Defendant Answers

to the petition of Plaintiff, and says: That the late firm of Sullington and Phillis, was a partnership formed for the purpose of carrying on business in the State of Ohio. and holding property therein, under the firm name of the Bank of Marysville. That the property described in Plaintiffs petition, was at the time that said firm rented and leased the same to said George Schlegel, and ever since has been and still is, a brewery, used for the manufacture of beer. And Defendant avers that said firm rented said brewery to said Schlegal for the use and purpose of manufacturing beer therein from the raw material and the sale of the same by him strictly according to law in quantities of one gallon or more at any one time, and for no other purpose.

II And Defendant avers that said firm did not rent said brewery to be used or occupied for the manufacture, or sale of beer, or other intoxicating liquor in violation of law: and Defendant avers that when said firm rented said property to said Schlegal, said firm had no knowledge, and neither of said partners had any knowledge that intoxicating liquors were to be sold therein, in violation of law.

And Defendant avers that at no time during the use and occupancy of said premises by said Schlegel, did said firm, or either of the partners in said firm knowingly permit intoxicating liquors to be sold therein in violation of Law. Neither Did said firm, or either partners have any knowledge that intoxicating liquors of any kind, were ever sold on, or in said premises in violation of law.

III And Defendant avers that no notice, either verbal or in writing, or otherwise was ever given, or served upon said firm, or either of the partners, by the Plaintiff or other person, that intoxicating liquors were being sold or had been sold on said premises, in violation of law, either to said Fogerty or other person.

IV Neither said firm, nor said Defendant was a party to said judgment, or a party in the action in which the same was rendered, and Defendand denies the right of Plaintiff to subject the property of said Bank of Marysville to the payment of said judgment, and asks to be dismissed with his costs &c.

Porter and Porter. Attys for Deft.

J. L. Porter being sworn, makes oath that he is one of the attorneys for the Defendant in their action. That said Defendand is a non resident of said County of Union, and now absent therefrom, and affiant believes the facts, stated in the foregoing answer to be true.

John L. Porter.

Sworn to by J. L. Porter before me and signed in my presence

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Entry.

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Amended Petition.

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by him this 9th day of June, A.D. 1887.
Seal.
John L Burgner. Clerk.

Afterward. On the 9th day of June, A.D. a Demurrer to the Answer was filed in the Office of the Clerk of the Court which is as follows, to wit:

Demurrer

5279

The State of Ohio
Union County S.S
Anne Fogerty.
vs
Charles Phellis.

Court of Common Pleas.
Union County, Ohio.

And now comes the Plaintiff and Demurs to the Answer of the Defendant filed herein for the reason that said answer does not state facts suffcient to constitute a defense to Plaintiffs petition.

Anne Fogerty by
W. S. Hooper and T. B. Fulton her Atty.

Afterward. On the 9th Day of June. A.D. 1887, an Entry was filed with the Clerk of the Court which is as follows, to wit:

Entry.

5279.

Anne Fogerty
vs
Charles Phellis

This day this cause came on to be heard upon the demurrer of the Plaintiff to the Answer of the Defendant 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 to which ruling and decision of the Court the said Defendant at the time excepted, and the said Defendant not desiring to amend his answer or further plead, the Court on hearing finds that all the facts stated in Plaintiffs petition are true, and that the Plaintiff is entitled to have said premises described in her petition sold to satisfy said judgment of $485.00 with interest thereon from said 2nd day of March 1887 and the costs in said Cause No. 5044.

It is therefore considered and adjudged that unless the Defendant pay to said Plaintiff said sum and interest thereon as aforesaid and to the Clerk the costs of said cause No. 5044 together with the costs herein within five days from the entry hereof. that an order issue to the Sheriff of Union County, Ohio. commanding him to cause said premises to be appraised, advertised and sold according to law and that he bring the proceeds into to Court for further order. To all of which rulings. decisions and judgments of the Court, the Defendant, then and there and at the time excepted.

Approved. Porter and Porter for Deft.

Amended Petition.

5279.

Afterward, On the 21st day of May, A.D. 1888. an Amended Petition was filed with the Clerk of the Court which is as follows, to wit:

Anne Fogerty Plaintiff
vs.
Charles Phellis, surving partner of the firm of Sullington & Phellis Defts.

Court of Common Pleas,
Union County, Ohio.

Amended Petition.

Now comes the said Plaintiff, and for cause of action herein says:

That the said Charles Phellis is the surviving partner of the firm of Fullington and Phellis. That on the 30th. Day of July. A.D. 1885- she, the said Plaintiff, filed with the Clerk of the incorporated villiage of Marysville, Ohio, in which said villiage the firm of Fullington and Phellis carried on business, the following "Notice.":

Notice is hereby given to all saloon keepers and liquor dealers not to give, or in any manner furnish, My Husband John Fogerty any intoxicating liquor of any kind or description whatever under penalty of law as prescribed and Revised Statutes of Ohio, in such case.

Marysville, Ohio, July 30th, A.D. 1885. Anne Fogerty.

She said Plaintiff further says that on the 2nd day of March A.D. 1887. by the consideration of the Court of Common Pleas of this County, in cause No. 5044, which cause was commenced many months after the filing of the said notice, and while the said notice was still in full force, and the acts which were complained of in said cause occurred before the commencement of the said action and more than ten days after filing of the said notice, she the said Plaintiff, recovered a judgment against one George Schlegel, in the sum of Four-Hundred and Eighty-five Dollars.

Said judgment was rendered in an action under section 4357 of the Revised Statutes of Ohio, brought by Plaintiff against said George Schlegal for injury to Plaintiff, caused by the sale of intoxicating liquors by said George Schlegal to one John Fogerty, the Husband of Plaintiff. Said liquors were sold to said John Fogerty by said George Schlegal on certain premises then owned by the said firm of Fullington and Phellis, and now owned by said Charles Phellis as surviving partner of said firm of Fullington and Phellis, said premises being described as follows:

Situate in the County of Union, and State of Ohio, in the villiage of Marysville, beginning at a point in the east margin of an alley and north west corner of a lot owned by Nancy M. Rogers purchased from Martha J. Woods and others on the 24th. day of May, 1882: Thence easterly with the north line of said lot and continuing same course to east line of out lot Number 34 in said village: Thence with said east line of out lot 34 to the center of the old channel of Millcreek: Thence westerly with said channel to the east margin of said alley:

Thence south with the same to the place of beginning, being the north part of out lots 34 and 35 in said villiage.

At the time of giving of said notice and of the sale of the said liquors, the said Fullington and Phellis knowingly permitted said premises to be used for the sale of intoxicating liquors.

She said judgment is still in full force and no part of the

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same has been paid. Wherefore Plaintiff prays that said premises may be held liable for the amount of said judgment and costs, that said judgment and costs be a lien thereon, and that said premises be sold to satisfy said judgment with interest and costs.

S. B. Sulton,
W. S. Hooper and Cole and Bales
Attorneys for Plaintiff.

The State of Ohio
Franklin County ss

She said Anne Fogerty being first duly sworn according to law says that she, the Plaintiff above named, and that she believes the facts stated and allegations of the foregoing petition are true.

Anne her mark Fogerty.

{Attest W. O Henderson}

Sworn to before me and subscribed in my presence by the said Anne Fogerty this 15th. day of May A.D. 1888.

W. O. Henderson Notary Public of Franklin County, Ohio.

{Seal.}

Entry.

5279.

Afterward, On the 15th. day of June, A.D. 1888, An Entry was filed with the Clerk of the Court which is as follows, to-wit:

Anne Fogerty
vs
Charles Phillis

Court of Common Pleas,
Union County, Ohio.

This day cause came on to be heard upon the Demurrer of Defendant filed herein, on the 21st. day of May A.D. 1888. to the amended petition of Plaintiff, and was argued by Counsel. In consideration whereof the Court find said Demurrer well taken, and sustains the same. And the Plaintiff not desiring, or asking leave, to amend her petition, or to further plead, it is considered and ordered that said petition be dismissed, at the costs of the Plaintiff.

It is therefore considered and adjudged that the Defendant recover of the Plaintiff his costs in this behalf expended taxed at $———. To all of which rulings, decisions and judgment the Plaintiff then and there excepted.

Cole and Bales.
Porter and Porter.

Attest. P Huffberry clerk.

Pleas before Hon Honor John A. Price Judge of a Court of 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, May 21st, One Thousand Eight hundred and Eighty-Eight. Heretofore, to wit:

George W. Machling

vs

John Newlove and
Mary M. Newlove

Court of Common Pleas

Filed July 26, 1888

Union County, Ohio.

Petition

Plaintiff says that on the 21st day of May A.D. 1884. the said Defendants executed their promissory note of that date to the Plaintiff for the sum of $1457. One three years after date, with interest from date at eight per cent. Interest payable annually. That to secure the payment of the same, said parties were to execute their Mortgage Deed of that date upon the following lands of the said Mary M. Newlove to wit:

5062

Being part of original Survey No 5390: Beginning at a stone in the south line of said Survey and south west corner to John Newlovers land: Thence with the said Survey line south S 82° W. 48 60 poles to a stone corner and Lot No 4: Thence with the line of lot No. 4 N. 7½° W 146 poles in the line Addison Leis land: Thence with his line N 82° E. 48 60 poles to a stone corner of John Newlovers land: Thence with his line S 7½° E 147 poles to the place of beginning, containing 44½ acres more or less.

That said parties executed said note but failed to execute said mortgage as agreed upon said lands described land being free and clear from any encumbrance whatever. Plaintiff further says that instead of executing said mortgage upon the land herein before described, they did execute a Mortgage upon another tract of 128 acres of land belonging to John Newlove. And that said lands of said John Newlove were at the date of the execution of the same incumbered to about their full value. Thereby surrendering the security to the Plaintiff wholly inadequate. That upon the discovery of the fraud practiced upon him by the said John Newlove Defendant, he Plaintiff went to said Newlove and requested him the said Newlove to execute said Mortgage upon the lands hereto fore described as agreed, but said Newlove absolutely refused to do the same.

Said John Newlove has become wholly insolvent and has assigned all of his real and personal property for the benefit for the benefit of his creditors, and the said lands upon which said mortgage is executed is about to be sold by the assignee of said John Newlove. And said lands will

Copy of Note.

Pracipe.

Entry

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be wholly inadequate to pay off the liens that were in advance of Plaintiff claim on said Mortgage and any part of Plaintiffs claim. Plaintiff further says that all the security that he possesses under and by virtue of said note and mortgage to secure the payment of the same is the name of Mary M. Newlove. That she is the wife of the Defendant John Newlove. And as the Plaintiff is informed and believes is about to sell convey and incumber her said lands herefore described so as to prevent the Plaintiff collecting his said claim.

Plaintiff further says that if his claim should be allowed to run until the first day of May, A.D. 1887 at which time the same will become due that he will be wholly unable to collect any part of the same.

He therefore prays that he may have an order of attachment against the said John Newlove and Mary M. Newlove, and that the same be levied upon the lands of the said Mary M. Newlove, heretofore described in this petition, and that he have a judgment against said Defendants for said sum of $1457, with interest from the said first day of May at eight per cent. per annum and that said lands be ordered sold to pay the same.

J. M. Kennedy Atty for Plff.

State of Ohio
Union County ss. George W. Machling being duly sworn says that the facts and allegations of the foregoing petition are as he believes true.

George W. Machling.

Sworn to and subscribed by the said George W. Machling before me this day March, 15th A.D. 1886.

A.H. Kollefrath
Notary Public.

Copy of Note. $1457.00. Marysville, Ohio. May 1st 1884

Three years after date I promise to pay Washington Machlin or bearer Fourteen Hundred and Fifty Seven Dollars with eight percent interest from date payable annually for value received.

[Signed] John Newlove
Mary M. Newlove

Secured by Mortgage on Real Estate.

Pracipe. To the Clerk of Court:

Issue Summons and Order of Attachment in this case for $1457 with interest from the first day of May A.D. 1884, against John Newlove and Mary M. Newlove. Returnable according to law.

J. M. Kennedy Atty for Plff.

Afterward, On the 16th day of March A.D. 1886, an Entry was filed with the Clerk of the Court which is as follows, to wit:

Entry 5062

George W. Machling
vs
John Newlove and Mary M. Newlove.

Court of Common Pleas
Entry.

On application of the Plaintiff herein and a proper showing being made an Order of Attachment, is allowed to issue in this case in the sum of $1457, with interest from the first day of May, A.D. 1884, and the Plaintiff giving the undertaking as provided by law in the sum of $3500".

John A Price
Judge of Court of Common Pleas

Afterward, On the 25" day of March A.D. 1886, An Order of Attachment was filed with the Clerk of the Court of Common Pleas, which is as follows, to wit:

Order of Attachment

5062

The State of Ohio. } Court of Common Pleas
Union County S.S.
George W. Machling Plaintiff
vs
John Nevlove et.al. Defendant } To the Sheriff of Union County Ohio.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the Defendants John Nevlove and Mary M. Nevlove not exempt by law from being applied to the payment of the claims of the Plaintiff George W. Machling or so much thereof as will satisfy his claim for the sum of Fourteen hundred and Fifty-seven Dollars and also for One hundred Dollars, the probable cost of this action.

You will notify ——— to appear before the Honorable Court of Common Pleas of said County, at the Court House in Marysville, on or before the——— day of——— A.D. 18—— and answer, under oath, all questions put to——— touching the property of every description, and credits of the Defendant ——— in— possession or under— control, and— shall disclose truly the amount owing by— to said Defendant, whether due or not.

You will make due return of this Writ on the 29" day of March A.D. 1886.

Witness my hand and the Seal of said Court, this 16" day of March, A.D. 1886.

Seal

John D. Burgner. Clerk

The State of Ohio } Sheriff's Office.
Union County S.S.

Marysville, Ohio, March 16" A.D. 1886

Received this order on the 16" day of March, A.D. 1886, and agreeably to the command thereof, I did, on the 16" day of March, A.D. 1886, in the presence of Alexander M. Reid and Leonidas Sumner, two free-holders of said County, attach the property described in the Schedule marked "A" hereto attached and made part of this Return, and having first administered to said free-holders the oath required by law, to make a true inventory and appraisement of said property, we proceed to make

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Appraisers Fees.	3	00

such inventory and appraisement as will fully appear by reference to said Schedule "A".

Schedule "A".

We, Dyer Reed Deputy Sheriff of Union County, and Alex. D. Reed and Leonidas Turner two free holders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of John Newlove and Mary M. Newlove and hereinafter described as follows, viz: Being part of original Survey No. 5390. Beginning at a stone in the south line of said Survey and South West corner to John Newlove's land; Thence with the said Survey line S 82° W. 48 10/100 poles to a stone corner to lot No 4: Thence with the line of lot No 4 N 7½° W. 146 poles to a stone in the line of Addison Lee's land: Thence with his line N 82° E. 48 6/100 poles to a stone corner of John Newlove's land; Thence with his line 7½ E. 147 poles to the place of beginning, containing 44½ acres more or less. Appraised at $45 per acre.

Given under our hands this 16" day of March A.D. 1886.

M. Hopkins Sheriff.
Dyer Reed Deputy.
Alex D. Reed.
Leonidas Turner.

Afterward, On the 16" day of March, A.D. 1886, A Summons was issued by the Clerk of the Court of Common Pleas, which

Summons. is as follows, to wit:

5062

The State of Ohio, Union County .SS. To the Sheriff of County of Union-Greeting,

We command you to notify John Newlove and Mary M. Newlove that they have been sued by George W. Mackling in the Court of Common Pleas of Union County, and that unless they answer by the 17" day of April A.D. 1886 the petition of said Plaintiff George W. Mackling against them filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 29" day of March, A.D. 1886.

Witness my hand and the Seal of said Court, this 16" day of March, A.D. 1886.

John D. Burgner. Clerk.

seal.

Sheriffs Return.

The State of Ohio Union County SS.

Received this Writ the 16" day of March A.D. 1886, at 2 O'clock P.M. and on the 18" day of March A.D. 1886, I served the same by leaving true copies of

of this Summons with the endorsements thereon at the residence of the Defendants John Newlove and Mary M. Newlove.

Sheriffs Fees		
Service		45
Mileage		96
Copy		40
Total	1	81

M. Hopkins. Sheriff.

Afterward, On the 29th day of October, A.D. 1886. Demurrer was filed with the Clerk of the Court which is as follows, to wit:

Demurrer 5062

George W. Mackling Plff.
vs
John Newlove and Mary M. Newlove Defts. || Court Common Pleas
Union County Ohio.

The Defendants now come and demur to the petition of the said Plaintiff and for grounds of demurrer say: That said petition does not state facts sufficient to constitute a cause of action.

That the allegations in said petition are insufficient in law to entitle the Plaintiff to its relief demanded in said petition.

Wherefore the Defendants submit said petition should be dismissed.

Cameron and Woodburn attys for Defts.

Answer 5062

Afterward, On the 26th day of May, A.D. 1887, An answer was filed with the Clerk of the Court which is as follows, to wit:

George W. Mackling
vs
John Newlove et. als. || Common Pleas Court.
Union County, Ohio.
Answer.

Now comes the said Mary M. Newlove and for her separate answer to the Plaintiffs petition says.

That the Plaintiff ought not to have or maintain his petition in this cause against this Defendant because this Defendant says that the time of signing the promissory note set up in the petition of Plaintiff she was a married woman and did not receive any consideration whatever for said note. This Defendant says that prior to the making of said note her husband was indebted to Plaintiff and he wished to secure said indebtedness by giving a mortgage on 128 acres of land which he then owned in his own right. This Defendant at the request of her said husband signed a mortgage executed on said 128 acres of land to secure the note named in the petition - but she did not then sign said note and did not intend to sign the same, having received no part of the consideration therefor.

That after said mortgage was executed and delivered to Plaintiff being the forepart of July A.D. 1884, Plaintiff and Defendants husband came to this Defendant, and Plaintiff thenstated to this Defendant that in order to make said

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mortgage valid it was necessary for this Defendant to sign said note. Plaintiff said he could not get his mortgage recorded until this Defendant signed the note.

This Defendant told Plaintiff she would sign nothing that would bind her beyond her interest in said 125 acres of land. Plaintiff then stated to this Defendant that it would not make her liable for the payment of said note if she signed the same.

That he would pledge his word and honor that it should not this Defendant or prejudice her in any way, if she signed the same. That he only wanted his Mortgage made good.

This Defendant says she was wholly unacquainted with business and believed what the Plaintiff said was true, and trusting and relying upon said statements and representations of the Plaintiff she signed said note.

This Defendant says that if said has a different effect than that represented by Plaintiff, she has been deceived and it would be a fraud upon her to enforce payment of said note. That if Plaintiff knew better when he stated to Defendant that to sign said note would only make said mortgage good and not bind this Defendant, he intentionally deceived this Defendant and if he believed his statements to be true the execution of said note was a mutual mistake of both parties.

The Defendant says that the 44 acres of land described in Plaintiffs petition is land left her by her father.

That said Plaintiff did not part with anything in getting her signature to said note. That this Defendant never agreed, promised or even talked about giving a mortgage on her land to secure said note and she would not have signed said note had it not been for Plaintiffs representations aforesaid.

Wherefore Plaintiff ask to go hence without and recover her cost and that she may have all such other relief as may be just and equitable.

Cameron and Woodburn Atty for Deft.

State of Ohio
Union County. S.S.

Mary M. Nevlove being first duly sworn deposes and says that the facts stated in her foregoing answer are true as she believes.

Mary M. Nevlove.

Sworn to before me and signed in my presence this 26th day of May A. D. 1887.

William Smith. J.P. Fees 40¢

Afterward. On the 29th day of October. A.D. 1886. A motion was filed with the Clerk of the Court which reads as follows. Towit,

Motion

George W. Mackling
vs
John Nevlove and
Mary M. Nevlove.

5062

Court of Common Pleas

Union County Ohio.

The Defendant now comes and moves the

the Court for an order discharging the Attachment heretofore issued in this case and for grounds of this motion say;
1." There was no sufficient affidavit filed with the Clerk in this case to authorize the issuing of said Order of Attachment.
2." Sufficient facts are not stated in said affidavit to justify the issuing of said Order of Attachment
3" That the facts contained in the affidavit upon which said order of attachment issued are not true.

Cameron and Woodburn
Attys for Defts.

Afterward, On the 29" day of October, A. D. 1886. Notice was filed with the Clerk of the Court which is as follows. to-wit:

Notice.
George W. Mackling
vs
5062 John Newlove and
Mary M. Newlove.

Common Pleas Court
Union County, Ohio.
Notice.

The Plaintiff will take notice that on Thursday the 4" day of November, A. D. 1886, during the Session of Court on that day or as soon thereafter as the same can be heard, the Defendant will call up their motion to discharge the Attachment in this case upon the grounds that the petition and affidavit upon which the same issued are not sufficient in law to sustain or justify said Order of attachment. That no sufficient affidavit or petition has been filed. And that the facts stated and allegations made in the petition and affidavit upon which said Order of Attachment issued are not true and Defendant will read affidavit in support of the said motion.

Cameron and Woodburn Attys for Deft.

Service - acknowledge this the 29." day of October, 1886.

Afterward, On the 5" day of January, A. D. 1887. an Entry was filed with the Clerk which is as follows, to-wit:

Entry.
6062. George W. Mackling
vs.
John Newlove et al.

Common Pleas Court,
Union County, Ohio.

This day this cause came on for hearing upon the motion of the Defendants to dissolve the attachment heretofore granted in this case and the Court being fully advised in the premises. and upon a full investigation of the facts upon the affidavits offered in support of said motion and against the same does over rule said Motion to which Rulings of the Court the Defendant excepts.

Afterward, On the 15" day of November, A. D. 1887 Amended Petition was filed with the Clerk of the Court which as follows, to-wit:

6062. The State of Ohio,
Union County ss.

Court of Common Pleas.
Union County, Ohio.

George W. Mackling
vs
John Newlove and
Mary M. Newlove.

Amended Petition.

The Plaintiff by leave of the Court, first had, amends his petition and says, that on or about the — day of February, A.D. 1884, the Defendant, John Newlove, was indebted to him for money loaned in the sum, including interest, of $1457.00.

To secure said sum the said John Newlove executed his promissory note to Plaintiff, due on or about the first day of May, 1884, on which note his wife, Mary M Newlove, became security for the said John Newlove: That at the date of the execution of said note, the said John Newlove was insolvent, his farm of about 128 acres, being mortgaged for what it was worth, and knowing that the said Mary M. Newlove, at the time she signed said promissory note as surety for her said husband, was the owner in fee simple of, and held in her own right and as her own seperate property, the following described real estate, to wit: Situated in the County of Huron and State of Ohio, and described as follows:

Being part of original Survey No. 5390, Beginning at a stone in the south line of said Survey and south west corner to John Newlove's land: Thence with the said Survey line S 82° W. 48. 60 poles to a stone corner of lot No. 4: Thence with the line of lot No. 4 N 7 and one half poles W. 11.6 poles to a stone in the line of Addison Lee's land: Thence with his line N. 82 48 60/100 poles to a stone corner of John Newlove's land: Thence with his line S. 7. 50, E. 147 poles to the place of beginning, containing 44. 50 acres more or less:

That at the time of the execution of said promissory note by the said John and Mary M. Newlove, the plaintiff well knew that said John Newlove was insolvent as aforesaid and that the said Mary M. Newlove owned in her own right and as her own separate property the real estate above described, and therefore accepted said Mary M. Newlove as security for the said John Newlove upon said promissory note.

That when said promissory note became due, the said John Newlove was wholly unable to pay the same and it was therefore agreed between said John Newlove and the Plaintiff, that if said John Newlove and Mary M. Newlove, would execute a new promissory note for said sum of $1457.00 and join in the execution of a mortgage deed upon the land of the said Mary M. Newlove, above described, that the said Plaintiff would extend the time of the payment of said note for the period of three years from the time that the first note above described became due.

To which arrangement the said John Newlove then and there agreed: That the said John Newlove though

often requested so to do failed to comply with said a-
greement, and the transaction ran along until about
the first day of July, A. D. 1884, at which time the said
John Newlove came to the residence of the Plaintiff, in
the evening during wheat harvest, when the Plaintiff
was very busy and said to Plaintiff that he had
executed the new note and mortgage deed as agreed upon
between himself and the Plaintiff and handed to Plain-
tiff a small package of papers which he avered were
the new note and Mortgage deed as they had agreed
upon, and the Plaintiff relying upon the truth of the
statment of said John Newlove and believing that said
John and Mary Newlove had executed said new note and
mortgage deed as agreed upon, and upon her 44 acres
of land, took said papers from the hands of said John
Newlove and gave up to him the first note above described.

And being in a hurry to go about her work, had
no time to look at said papers; and only examined
said professed new note.

And seeing the name of the said Mary M. Newlove was
not upon the said new note, he refused to accept the
same and it was then agreed between the Plaintiff and
the said John Newlove, that said Mary M. Newlove
should sign said note: and the Plaintiff declined and
refused to accept said note until the same should be
signed by said Mary M. Newlove.

It was Saturday night when the said John Newlove
came to the Plaintiff with said papers, and Plaintiff
laid them away until he should have time to examine
the mortgage also. That the next morning, it being
Sunday morning, the Plaintiff for the first time examined
the paper represented by the said John Newlove, to be the
mortgage deed by himself and wife upon the 44 acres
of land, and found that the said John and Mary M.
Newlove had not executed a mortgage deed upon said
44 acres of land as said John Newlove had agreed should
be done, but that the paper handed to the Plaintiff
by the said John Newlove, purported to be a mortgage
executed by the said John and Mary Newlove upon a tract
of 128 acres of land belonging to the said John Newlove,
which had already been encumbered by mortgages to its
full value, so that such mortgage to Plaintiff as security
for said indebtedness would be wholly worthless.

Therefore on the Monday morning following the Plain-
tiff went to see the said John Newlove and requested the
execution of the new note and a mortgage deed to secure
the same upon the said 44 acres of land belonging to said
Mary M. Newlove: and that both the note and mortgage
deed be executed by the said Mary M. Newlove, as agreed

in Consideration of the extention of said time of paying said note but said Defendants Absolutely refused to execute said Motgage upon said 44 acres of land, and refused to surrender back the first note above described: but said Mary M. Newlove consented to and did sign said new note as surety on the same for her said husband, a copy of which is hereto attached marked "A". and the said Mary M. Newlove thereby charged her separate property for the payment of the Same.

That afterward the said John Newlove being insolvent as aforesaid made an assignment of all his property both real and personal, for the benefit of his creditors, and said 128 acres of land was sold and the proceeds surrendered to the assignee of said John Newlove, and and was insufficient to pay the mortgage liens already upon said lands prior to that of the Plaintiff:

That at the same time the said Mary M. Newlove, was threatning and attempting to sell her said 44 acres of land with the intention to place the same beyond the reach of the said Plaintiff and her other creditors, when the Plaintiff learning the facts herein stated brought his action of attachment as stated in his original petition, and caused the same to be levied upon the 44 acres of land belonging to said Mary M. Newlove.

The Plaintiff therefor avers that there is due and unpaid to him from said defendants on said last named promissory note, the sum of $145-7.00 with interest from the first day of May, A.D. 1884 at 8 per cent. payable annually.

The Plaintiff therefor ask judgment against said Defendants for the said sum of $145-7.00 with interest at 8 per. cent. from the first day of May, 1884, payable annually, and that the Court adjudge and decree that said judgment and said indebtedness be a charge upon the said separate property be advertised and be sold to pay said indebtedness: and that the Plaintiff further asks such other and further relief as in equity and justice he is entitled to.

J. M. Kennedy and
Porter and Porter Attys for Plaintiff.

The State of Ohio,
Union County, ss.

George W. Mackling being first duly sworn according to law, says that he believes the facts stated and allegations of this foregoing petition are true.

George W. Mackling.

Sworn to before me and subscribed in my presence by the said George W. Mackling, this 15th day of October A.D. 1887

A. H. Kollefrath Notary Public.

Seal

Copy of Note "A."

$1457.00. Marysville, Ohio, May 1." 1884.

Three years after date I promise to pay Washington Mackling or bearer Fourteen hundred and Fifty seven Dollars, with eight percent interest from date, payable annually, for value received.

Signed, John Nevlove and
Mary M. Nevlove.

Secured by Mortgage on Real Estate.

Afterward, On the 1" day of June A. D. 1887, An Entry was filed with the Clerk of the Court of a Common Pleas which is as follows, to wit:

Entry.

5062.

George W. Mackling
vs
John Nevlove and
Mary M. Nevlove

Court of Common Pleas.

Union County Ohio.

This day this cause came on to be heard upon the motion to attach copy of note to this petition and the same being sustained by the Court, Plaintiff thereupon asked leave of the Court to attach copy of note within a short day which was granted by the Court and this cause was thereupon continued

J. M. Kennedy.

Answer

5062

Afterward, On the 19" day of March A. D. 1888, An Answer was filed with the Clerk of the Court of Common Pleas which is as follows, to wit:

George W. Mackling
vs
John Nevlove et. al

Court of Common Pleas.

Now comes the Defendant Mary M Nevlove and for her separate answer to the Plaintiffs amended petition says:

That the Plaintiff ought not to have or maintain his amended petition against her because this Defendant says that before and at the time of signing the promissory note set up in the said amended petition she was a married woman having been for more than twenty years the wife of said John Nevlove and this Defendant did not receive any part of the consideration for said note.

Further answering this Defendant says, that in the month of February A. D. 1884 the said John Nevlove was indebted to said Plaintiff in the sum stated in said petition and he was then the owner of 128 acres of land near Marysville, Ohio, besides some town property in Marysville, for which town property he had then recently paid $2500.00 and which was then valued at that sum.

She said John Nevlove had been offering his town property for sale and it was then considered by all the parties

to this suit as worth more than $2500.00 and land had been generally selling for good prices.

It was in said month of February agreed between Plaintiff and this Defendant that this Defendant would sign with her said husband a note for said money which note was to secure these amounts.

And then if said John Newlove did not sell said property and pay said note said John Newlove was to execute to said Plaintiff a mortgage on the said 128 acres to secure his said indebtedness to Plaintiff and this Defendant was to be released from further liability.

This Defendant says that when the said note became due and pursuant to her said arrangement with the Plaintiff she signed with her husband a mortgage on said 128 acres and thereby secured to said Plaintiff his said indebtedness and the said John Newlove executed to him a note a copy of which is attached to the petition.

But this Defendant did not then sign said note and did not intend to sign the same, and the said note and mortgage were delivered to Plaintiff and he then delivered up to this Defendant the note she had signed Feb. A. D. 1884.

That after said mortgage was executed and delivered to Plaintiff being the fourpart of July 1884, the Plaintiff and said John Newlove came to this Defendant and Plaintiff then stated to this Defendant, that in order to make said Mortgage valid, it was necessary for this Defendant to sign said note and that the Plaintiff could not get said Mortgage recorded until this Defendant signed said note.

This Defendant then told the Plaintiff that she would sign nothing that would bind her beyond her interest in said 128 acres of land. That she had received no part of the consideration for said note and would not bind herself further.

Plaintiff then stated to this Defendant that it would not make her liable for the payment of said note if she signed the same. That he would pledge his word and honor that it should not bind this Defendant or prejudice her in any way if she signed said note.

That it was only done to make his mortgage good, and that the mortgage would not be good without this.

This Defendant says that she was wholly unacquainted with business and she believed what the Plaintiff said was true and trusting and relying upon his statements and representations of the Plaintiff she signed said note. This Defendant says that if said note

has a defficient effect than that represented by the Plaintiff she has been deceived and that it would be a fraud upon her to enforce payment of said note.

That if Plaintiff knew better when he stated to Defendant that to sign said note would only make said mortgage good and would not bind the Defendant.

He intentionally deceived this Defendant and that if he believed his statement to be true it was a mutual mistake of both parties. Thus Defendant says that the land in the petition described is land left her by her father and that the Plaintiff did not part with anything in getting her signature to said note.

Thus Defendant denies that she intended to bind her separate estate when she signed said note, and the Plaintiff well knew she did not so intend, and this Defendant denies each and every allegation in said amended petition set forth except as herein admitted, and she that when Plaintiff took from said John Newlove said mortgage he considered said land worth $50.00 per acre and that the prior mortgage was only $3000.00, and Plaintiff regarded his surety ample, and at this time all of said parties regarded the said John Newlove as solvent and it was only by the great depreciation in the value of Real Estate in said County that followed the execution of said mortgage that caused the said John Newlove to fail and why his said indebtedness.

Wherefore this Defendant asks to go hence without delay and recover her cost and that she may have all such other relief as may be just and equitable.

Cameron and Woodburn
Attys for Mary M. Newlove.

{The State of Ohio, Union County. ss.}

Mary M. Newlove being first duly sworn depores and says the facts stated and allegations made in her foregoing answer are true as she believes.

Signed Mary M. Newlove.

Sworn to before me and signed in my presence this 17th day of March, A. D. 1888.

William Smith. J.P.

Afterward, On the 21st day of March, A. D. 1888, Reply was filed with the Clerk of the Court of Common Pleas which is as follows, to wit:

Reply. George W. Mackling
vs
5062 John Newlove et al. } Common Pleas Court.
Union County, Ohio.

The Plaintiff replies to the Answer of said Mary M. Newlove, filed on March 19th. 1888. and admits the indebtedness

to Plaintiff as alleged, and that said Defendant was, and is a married woman as she avers, and that she signed said note executed to Plaintiff in February 1884, and also the last note described, and that said note of February 1884 was gotten back by Defendants, but in the manner stated in Plaintiffs petition. And said Defendant may have obtained her said land through her father.

And Plaintiff demur each and every other allegation and statement made in said answer.

J. M. Kennedy and Porter and Porter
Attys for Plaintiff.

The Plaintiff, George W. Mackling, being sworn, makes oath, that the facts stated in the foregoing Reply are true as he believes.

George W. Mackling.

Sworn to by George W. Mackling, the Plaintiff, and signed by him in my presence this 21st day of March, A.D. 1888

[seal]

R. McCrory. Clerk.

Entry.

5062

Afterward, On the 23rd day of June, A.D. 1888. an Entry was filed with the Clerk of the Court of Common Pleas which is as follows, to wit:

George W. Mackling
vs
John Newlove et al.

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

This day came this cause on to be heard upon the pleadings of the parties and the evidence and was argued by Counsel and was submitted. On consideration whereof the Court being fully advised in the premises finds in favor of the Defendant Mary M. Newlove and against the said Plaintiff upon the issues joined between them and that the time of signing said note the said Mary M Newlove did not intend to and did not bind her separate for the payment of the same and that the land in the petition described are not charged with the payment thereof.

It is therefore adjudged by the Court that the attachment hereto found issued in this case be and the same is discharged and this cause dismissed.

And it is further ordered and decreed that the said Mary M. Newlove recover of the Plaintiff her costs herein expended taxed to $. Therefore the Plaintiff gave notice of his intention to appeal this cause to the Circuit Court and the Court here fix the bond for appeal at $200.

J. M. Kennedy for Plff.

Attest R McCrory Clerk

Plea before His Honor John A. Price Judge of a Court of Common Plear begun and held at the Court House in the Town of Marysville with and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, 27th of Feb in the year of our Lord One-Thousand Eight-Hundred and Eighty-Eight.

Here to fore, To wit:

Charles Mc Cune

vs

Henry Kaline, Amand Impson
Rozina Kaline

Court of Common Plear
Union County, Ohio.

Petition Filed Feb. 18, 1888.

Petition

Plaintiff says there is due him from the Defendants the sum of [$96] Ninety-six Dollars, with interest at 6 per cent from the 11th day of December, A.D. 1885, and a certain promissory note of which the following is a copy.

5500

Copy of Note.

Unionville Centre, Ohio. Dec., 11th, 1885.

On the first day of January, 1887 we promise to pay to Charles Mc Cune ot bearer Ninety-six Dollars with interest from date, for value received.

Signed Henry his X mark Kaline
Amanda her X mark Impson

Witness to mark.
Maggie Lalyzeber, Rozina Kaline
A. C. Wetzel.

At the time of delivering said note and to secure the payment of the same the Defendants duly executed and delivered to said Plaintiff their Mortgage Deed conveying the following premises situate in the County of Union, in the State of Ohio, and in the Township of Darby and in the Village of Unionville Centre, all of Lot No. 61 in said village and known as the Daird Rittenhouse Lot.

Said Mortgage was conditional that whereas on the 11th day of Dec. 1885 Henry Kaline, Amanda Impson and Rozina Kaline have executed to said Plaintiff their promissory note of even date herewith for the sum of $96.00 payable on the 1st day of January 1887, with interest at 6 per cent per annum from date!

Now if said Henry Kaline, Amanda Impson and Rozina Kaline shall pay or cause to be paid said sum of money when due with interest at 6 per cent from date then these presents shall be void, otherwise to be and remain in full force and virtue in law.

On the 12th day of December said Mortgage was duly left for Record, at the Recorders Office of Union County, Ohio and was Recorded December 21st, 1885 in Record of Mortgages

Praecipe

Summons

5500

Sheriffs Return

5500

Entry.

5500

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Volume 22 Page 410 of his records. Plaintiff therefore asks judgment against said Defendants in said sum of 96^{00} and interest at 6 per cent. per annum from the 11" day of Dec. 1885. and that premises may be sold and the proceeds applied to the payment of said Judgment

W. S. Hoops Atty for Plff.

{The State of Ohio. Union County ss.}

Charles McCune being duly sworn says he is the above named Plaintiff and that the facts stated and the allegations made are are he believes true.

Charles McCune.

Sworn to and subscribed in my presence by said McCune this 18" day of Feb. A.D. 1888.

C. A. Ferguson J.P.

Pracipe To the Clerk:

Issue Summons in the above partition, endorse action for money and for the closure of Mortgage. Amount claimed $96.^{00}$ and interest from the 11" day of December A.D. 1885.

Afterward, On the 18" day of February A.D. 1888. A Summons was issued by the Clerk of the Court which is as follows:

Summons

The State of Ohio
Union County S.S.

To the Sheriff of the County of Union, Greeting

5.00

We command you to notify Henry Kaline and Amanda Impson and Rosina Kaline, that they have been sued by Charles McCune, in the Court of Common Pleas of Union County, and that unless they answer by the 17" day of March, A.D. 1888. 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 27" day of February, A.D. 1888.

Witness my hand and the seal of said Court, this 18" day of February, A.D. 1888.

R. McCrory Clerk.

{seal.}

Sheriffs Return

{The State of Ohio, Union County, Ohio}

5.00

Received this Writ February, 18" A.D. 1888, at 12 o'clock M, and on the 23" day of February, A.D. 1888, I served the same by handing a true copy of this Writ with the endorsements thereon to the within named Defendants

M. Hopkins. Sheriff.

Sheriffs Fees.		
Service.		60
Mileage.	3	20
Copy.		60
Total.	4	40

5.00

Entry.

Afterward, On the 26" day of April, A.D. 1888 the Clerk of the Court which reads as follows, to wit:

Common Pleas Court.

Charles McCune
vs
Henry Kaline, Amanda Impson, Rosina Kaline

Entry

$500

Sbur cause coming on for hearing on the petition of the Plaintiff, and the evidence, the Court find that the Defendants Henry Kaline, Amanda Impson, Rozina Kaline have been duly served with Summons in this case, and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true, and that there is due the Plaintiff from the Defendants Henry Caline, Amanda Impson and Rozina Kaline on the promissory note set forth in the petition, with interest to the first day of this term, the sum of $108 12/100. She Court further find that an order to secure the payment of said note the Defendants Henry Kaline, Amanda Impson and Rozina Caline executed and delivered to said Charles Mc Cune the Plaintiff their certain Mortgage as in the petition described, and on the premises described therein, that said Mortgage was duly recorded in Book 22", Page 410 of the Records of Mortgages of Union County, and is a good and valid first lien on the premises described in the petition, and that the conditions in said Mortgage has been broken

It was therefore considered by the Court that the Plaintiff recover from the Defendants the said sum of $108 72/100 and his costs herein expended. And it is further adjudged and decreed that unless the Defendants Henry Kaline, Amanda Impson and Rozina Kaline, shall within ten days from the entry of this Decree, pay or cause to be paid, to the Clerk of this Court the costs of this case and to the Plaintiff herein the sum so found due as aforesaid with interest from the 27" day of February 1888. She Defendants equity of redemption be foreclosed, and said premises be sold, and that an order of Sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution and report his proceeding to this Court for further order.

Leave is also given the Infirmary directors of Union County, Ohio, to file answer and cross petition

W. S Hoopes Atty. for Plff.

C. W. Porter Atty for Infirmary Directors.

Order of Sale

$500.

Afterward, On the 9" day of June, A. D. an Order of Sale was filed with the Clerk of the Court which is as follows to-wit:

She State of Ohio
Union County ss

To the Sheriff of said County, Greeting:

Whereas, at a term of Court of Common Pleas, holden at the Court House within and for said County upon the 30" day of March, A. D. 1888, Charles Mc Cune obtained a judgment or decree against Henry Kaline Amanda Impson and Rozina Kaline, for the sum of One

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Sheriff's Return.

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Hundred and Eight Dollars, with interest from the 27" day of February, A.D. 1888, and costs aforesaid, and upon default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real Estate described in the Plaintiffs petition.

And whereas the 10 days aforesaid, have fully expired, and the said sum of $108 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 16" day of May, A.D. 1888. the following lands and tenements were appraised:

Situated in the Township of Darby, County of Union and State of Ohio, and in the Village of Unionville bounded and described as follows:

All of lot No. 61 in said Village of Unionville and known as the David Rittenhouse Lot.

And whereas, no sale was had under said order, we therefor command you, that you proceed without delay to advertise and sell according to the statute regulating sales on judgments and executions at law. The said premises above described under the appraisement had under the said former order of sale, herein, were appraised at the sum of $116.00 and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County and make return of this order within sixty days from the date thereof.

Witness R. McCrory Clerk of the Court of Common Pleas of said County and the seal of said Court, at Marysville this 9." day of June, A.D. 1888.

seal

R. McCrory. Clerk.

Sheriffs Return.

The State of Ohio.
Union County ss.

In obedience to the command of the order of Sale hereto annexed, I did on the 13" day of June 1888 caused to be advertised in the "Marysville Tribune" [a newspaper printed and published and of general circulation in said County], said lands and tenements to be sold at public sale at the door of the Court House of said County on the 14" day of July, A.D. 1888 at One o'clock P.M., of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit; Five consecutive weeks: and in pursuance to said notice, I did on the 14" day of July A.D. 1888 at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of the said Court House and then and

Sheriffs Fees		
Notice to Printer		30
Affidavit Printer		30
Mileage.	1	28
Poundage	1	23
Total.	3	11
Printers Fees.	9	00

there came Charles Mc Cune who bid for the same the sum of Eighty-two Dollars, and said sum being more than two-thirds of the appraised value thereof, and said Charles Mc Cune being the lugest and best bidder thereof I then and there publicly struck off said lands and tenements to him for the said sum of Eighty-two Dollars.

M. Hopkins. Sheriff.

Afterward on the 16th day of July, 1886. A Proof of Publication was filed with the Clerk of the Court which is as follows. towit:

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 June 13th 1888.

W.B. Shaw.

Charles Mc Cune
vs
Henry Kaline, et.al.

Court of Common Pleas.

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 July 14th A.D. 1888 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 Darby, County of Union, and State of Ohio, and in the village of Unionville Centre, bounded and described as follows:

All of Lot No 61 in said Village and known as the David Rittenhouse lot. Appraised at one-hundred and sixteen Dollars. Term of Sale, Cash.

Marion Hopkins
Sheriff of Union County.

Charles Mc Cune
vs
Henry Kaline
Amanda Simpson
Rosina Kaline

Common Pleas Court.
Union County. Ohio.
Entry.

Entry

5500

This cause came on to be heard on the return of the Sheriff of the writ of execution issued herein, with his report of his proceedings and sale of lands and tenements under said writ, and the Court, having carefully Examined the said proceedings, being satisfied that the said sales has in all respect 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 Ira Green a deed in fee-simple for the lands and

tenements so sold to wit: All of Lot No. 61 in the Village of Unionville Centre and known as the Daniel Rittenhouse Lot in the Township of Darby and County of Union and State of Ohio, [and the said purchaser is hereby to all the rights of any lienholder, who shall be satisfied herein, for the protection of his title.].

And a writ of possession is commanded to put the said purchaser in possession of said premise.

And the Court coming to the distribution of the purchase money in the hands of the Sheriff orders that he pay First. To the Treasurer of this County the taxes and penalty due upon the property so sold the sum of ———
Second. To the Clerk of this Court the costs of this action, taxed at ———.
Third. ——— To the Plaintiff herein the ballance of the money from said sale.

attest R W^m^Curry Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio May 21st in the year of our Lord One Thousand Eight Hundred and Eighty-Eight. Heretofore. Term.

Mary J. Wharton Plaintiff

vs

William Clapham, Maggie J Clapham his Wife. The Home Building and Loan Association Company of Marysville, Ohio. Alvin Thompson, H S. Nehmeyer and Jonathan Rogers, and Templeton Liggett.

Court of Common Pleas

Union County, Ohio.

Petition Filed May 5th 1888

First Cause of Action.

Petition 55-45

The Defendant William Clapham is indebted to Plaintiff in the sum of One Hundred and Eighty Dollars, which the Plaintiff claims with interest from the 27th day of December A. D. 1886 at seven per centum per annum, payable annually on a promissory note of which the following is a copy with all credits and endorsements.

Marysville, Ohio. Dec. 27th 1886.

One year after date I promise to pay to Mary J. Wharton or order, One Hundred and eighty Dollars, secured by Mortgage, seven

per cent interest in advance. Value received
[Signed] William Clapham.
Credits: May. 1887 Ten Dollars on interest.
May 1st 1888 Four 15/100 Dollars.

Second Cause of Action.

At the time of delivering said note and to secure the payment of the same, the Defendant William Clapham did together with his wife, the Defendant Maggie J. Clapham who released her Dower therein, duly execute and deliver to Plaintiff his mortgage Deed, conveying the following premises:

Situate in the Village of Marysville, County of Union and State of Ohio, beginning at a stake in the North line of North Street [now Fourth Street] and South west corner to a lot containing 50/100 of an acre conveyed by J. W. Conrad to Samuel McAllister on the --- day of March 1875; thence with the west line of said lot N 2° E 10 4/5 poles to a stake in the east line of Levi Longbrake's land; thence with the said line S 8 1/4 E. to a stake in the North line of said street; thence with said line S 58° E. 50 feet to the beginning. containing 1/4 of an acre, more or less.

Said Mortgage was conditional as follows: Provided always and these presents are upon this condition that if the said William Clapham shall pay or cause to be paid unto the said Mary J. Wharton his promissory note of even date herewith for the sum of One-Hundred and Eighty Dollars with interest from date at seven per cent. payable annually in advance then these presents shall be void otherwise to be and remain in full force and virtue in law forever.

The said William Clapham has wholly failed to pay said note or any part thereof though said Mortgage has become absolute.

On the 27th day of December 1886. at 4½ 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 25 Page 2 of his Mortgage Record.

The Home Building and Loan Association Company of Marysville, Ohio, Alvin Thompson, H. S. Nehmeyer, Jonathan Rogers and Templeton Liggett claim to have some lien or interest in said above described premises.

Wherefore the Plaintiff asks for judgment against said Defendant William Clapham for the sum of One-Hundred and Eighty Dollars, with interest at seven percent. per annum payable annually from the 27th day A. D. 1886.

Also that the said Home Building, and Loan Association Company, Alvin Thompson, H. S. Nehmeyer, Jonathan Rogers and Templeton Liggett be required to set up the nature, amounts &c respectively of their said asserted claims and liens in and upon said premises; that said premises be sold as upon execution to satisfy Plaintiffs said Mortgage indebtedness from said William Clapham and the judgment so by Plaintiff

Praecipe 5545

Summons

Sheriff's Return. 5545

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to be obtained; that the respective rights line and claims of the Plaintiff and of said Home Building and Loan Association Company, Alvin Thompson, H.S. Rehmeyer Jonathan Rogers and Sempleton Liggett be marshaled and determined by the Court and said premises be sold free of their claims and for such other and further relief as law and equity may require.

Cole and Baker Attys for Plaintiff.

{The State of Ohio, Union County ss}

Mary J. Wharton being first duly sworn according says that she is Plaintiff in above action and that the facts stated and allegations made in the foregoing petition are as she believes true.

Mary J. Wharton.

Sworn to and subscribed before me this day of May. 1888

W. W. Merchant.

Seal

Notary Public.

Pracipe — So the Clerk:

Issue Summons to the Sheriff of Union County in the above entitled case, returnable according to law. Indorse amount claimed by Plaintiff $180.00 with seven per cent. interest from Dec. 27, 1886. and foreclosure of Mortgage.

5545

Afterward on the 5th day of May, 1888. Summons was issued by the Clerk of the Court which is as follows, To wit:

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

We command you to notify William Clapham, Maggie Clapham, Home Building Loan Association of Marysville, Ohio, Alvin Thompson, H.S. Rehmeyer, Jonathan Rogers and Sempleton Liggett that they have been sued by Mary J. Wharton, in the Court of Common Pleas of Union County, and that unless they answer by the 2nd day of June A.D. 1888. the petition of said Plaintiff against them filed in the Clerk's Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 14th day of May, A.D. 1888.

Witness my hand and the seal of said Court, this 5th day of May A.D. 1888.

Seal.

R. McCrory Clerk.

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

Sheriff's Return.

Received this Writ May 7th, A.D. 1888. at 8 o'clock, A.M. and pursuant to its command, on the 9th day of May. A.D. 1888. I served the same by handing true copies of this Writ with the endorsements thereon to the within named William Clapham, Alvin Thompson, H.S. Rehmeyer, Jonathan Rogers, Sempleton Liggett

5545

and E.E. Cole, the said Cole being the Secretary of the Marysville Home and Building and Loan Association of Marysville, Ohio.

Sheriff's Fees		
Service	1	20
Mileage.		16
Copy.	1	40
Total.	2	76

M. Hopkins Sheriff.

Afterward, On the 16th day of June, A.D. 1888. Answer was filed with the Clerk of the Court which reads as follows, To wit;

Mary J. Wharton
vs
William Clapham et.al.

Court of Common Pleas Union Co. Ohio
Separate Answer & Cross Petition of the Home Building & Loan Association Company

Answer

For a first cause against the said William Clapham, the said Defendant, the Home Building and Loan Association Company of Marysville Ohio, and incorporation duly incorporated under the laws of Ohio and in their vicinity says there is due to it from said William Clapham on the promissory note of said William Clapham the sum of $ — of which promissory note the following is a copy with all the credits and endorsements thereon, To-wit:

5545

$400 Marysville, Ohio. May 10th 1884.

For value received I promise to pay to the Home Building and Loan Association Company of Marysville, Ohio. when the same shall clare and determine [$400] Four Hundred Dollars with interest and the premium as hereinafter stipulated for an advanced loan obtained by me upon two shares of stock in said Association by bidding a premium of One-Hundred and Forty-Eight Dollars bid for precedence in taking said loan. I promise to pay for each of said two shares of stock a weekly installment of twenty-five cents and in 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 in stock] and the said premium of One-Hundred and Forty Eight Dollars. bid for precedence in taking said loan, I promise to pay in weekly installments of fifty-seven 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 premiums remain unpaid for the space of four weeks after the same becomes due or should any part of said stock be forfeited for non payment of the weekly installments thereon then this note to become due and collectable immediately.

William Clapham

The said William Clapham paid his dues interest and premium on said two shares of stock and loan of $400 credited the 22" day of January A. D. 1887, and is entitled to credit for payments to that date, but since said 22" day of January 1887 he has not paid any thing on said indebtedness whereby the same has become due and payable and he is indebted to said Association on arrears of said indebtedness, as follows:

Dues from Jan. 22" 1887 to June 4", 1888	$36.00
Premium " " " "	41.04
Interest " " " "	19.36
Fines for 72 weeks	7.20
	$103.60

And for a further cause of action the said "The Home Building and Loan Association Company says that to secure the payment of the above described promissory note dated May 15" 1884 according to the and effect thereof the said William Clapham together with his wife Maggie Clapham Defendant duly executed, acknowledged and delivered to the said "The Home Building and Loan Association Company Defendant their certain bearing date May 15". 1884 and thereby conveyed to the association defendant in fee simple free from all rights including that of Dower of said Maggie Clapham in and to the same the following described land situated in Marysville Union County Ohio.

Beginning at a stake in the north line of North Street [now Fourth Street] and S.W. Corner to a lot containing 60/100 of an acre conveyed by J. W. Conrad to Samuel McAllister on the -- day of March 1875: thence with the west line of said lot N. 2° E 15 10/100 poles to a stake: thence N 88° W. 4 80/100 poles to a stake in the east line of Levi Long Drake's land: thence with said line S 8½ E. to a stake in the North line of said street: thence with said line S 88° E. fifty feet to the beginning containing 1/4 of an acre being the same land described in the petition.

Said Deed was delivered to the Recorder of Union County, Ohio, for record on the 14" day of May 1884, and duly recorded in Book 19, Page 484.

That said Deed of Mortgage has a condition thereunder written. Provided and these presents are upon this condition that whereas the said William Clapham has executed and delivered to the said "The Home Building and Loan Association Company of Marysville, Ohio his promissory note of even date herewith for the sum of Four Hundred Dollars upon the following condetions:

Said William Clapham being a member of the Association and bidding at a regular meeting of the Association bid a premium of Seventy Four Dollars for a share of stock for precedence in taking an advanced loan and thereby obtained said precedence and having received from the

Association an advanced loan of Four-Hundred Dollars the full value of two shares of stock in said Association he agree to pay in each of said shares of stock a weekly installment of twenty five cents and in Four-Hundred Dollars the amount of said advanced loan he agree 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 in stock] and the said premiums of One-Hundred and forty eight Dollars bid for precedence in taking said loan he agree to pay in equal weekly installments 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 agree to pay the taxes on the premises conveyed by these presents, the fire insurance premium on said property, ground rent therein and all the fines and forfeitures according to the Constitution and By Laws of said Association.

Now if the said William Clapham shall punctually pay to the said Association or its assigns, the said weekly installments on said two shares of stock and the interest and premium as above stated the taxes on the property conveyed by these presents, the fire insurance premium on said property the grounds 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 William Clapham shall fail to pay the said weekly payments or the installments of interest or premium as above stated, the taxes, fire insurance premiums, ground rents or fines and forfeitures when the same respectively become due within sixty days after due then the amount of said loan shall become due and this mortgage shall be foreclosed.

The said William Clapham has wholly failed paid to pay said installments of dues interest and premium on said promissory note or any part thereof since the 22" day of January 1887 though the same are part due. Wherefore said Deed of Mortgage has become absolute.

Said Mortgage to the Home Building and Loan Association Company is the first lien on said premises.

Wherefore the Plaintiff The Home Building and Loan Association Company asks for judgment against said William Clapham in the sum of $183.60 and that an account be taken of the ballance due on the indebtedness of said William Clapham to said Association and that when the whole amount due is ascertained, judgment be rendered for the same, that said premises be sold as upon

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execution to satisfy said Associations Mortgage indebtedness from said William Clapham and the judgment by it to be obtained and for all proper relief.

Cole and Baker Attys for Home B. & L. Co

{The State of Ohio, Union County ss.} E. E. Cole first being duly sworn says he is the Secretary of the said Home and Building and Loan Association Company of Marysville, Ohio, duly elected and qualified, and that the facts stated and allegations of the foregoing petition are true.

E. E. Cole.

Sworn to and subscribed before me this 16th. day of June, 1888

W. W. Merchant
Notary Public.

{Seal}

Entry.

5545

Mary J. Wharton
vs
William Clapham et. als

Afterward, on the 5th day of June, A. D. 1888. An Entry was filed with the Clerk of the Court which is as follows, to wit;

Common Pleas Court.
Union County, Ohio.

This cause now coming on for hearing on the petition and evidence, the court find that the defendants William Clapham Maggie J. Clapham his wife, The Home Building and Loan Association Company of Marysville, Ohio, Alvin Thompson, A. H. Hehmeyr and Jonathan Rogers and Sempleton Liggett 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 there is due the Plaintiff from the said defendant William Clapham on the promissory note set forth in the petition with interest to the first day of this term the sum of $[183.36] One-Hundred and Eighty-Three and $\frac{36}{100}$ Dollars.

The Court further find that in order to secure the payment of said note the Defendants William Clapham and Maggie J. Clapham his wife executed and delivered to the said Mary J. Wharton the Plaintiff their certain Mortgage as in the petition described and on the premises therein described. That said Mortgage was duly recorded in Book 25 Page 2 of the Records of Mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage has been broken.

It is therefore considered considered by the Court that the Plaintiff recover from the Defendants the said sum of $183.36 and his costs herein expended. And it is further adjudged and decreed that unless the Defendant

William Clapham, shall within three days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case, and to the Plaintiff herein the sum so found due as aforesaid, with interest from the 21st day of May 1888, the Defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Afterward, On the 14th day of July, A.D. 1888, Order of Sale was filed with the Clerk of the Court which is as follows, To wit:

Order of Sale

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

5545. Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the fifth day of June, A.D. 1888 in the cause of Mary J. Wharton, Plaintiff, and William Clapham et.als. Defendants, said Mary J. Wharton obtained a judgment or decree against the said William Clapham for the sum of One-hundred and Eighty-Three Dollars, and Eight Dollars costs of suit:

Sheriff's Return

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said William Clapham shall within three days from the 5th day of June 1888, pay unto the said Mary J. Wharton the said sum of One-Hundred and Eighty-three and 36/100 Dollars with interest from the 21st day of May A.D. 1888, at the rate of six per cent per annum, and to the Clerk of this Court the costs of this action 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 petition.

And whereas, the three days aforesaid have fully expired and the said sum of 183 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 and 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:

Beginning at a stake in the north line of North Street [now Fourth Street] and south west corner to a lot containing 60/100 of an acre, conveyed by J.W. Conrad to Samuel McAllister on the--- day of March A.D. 1875: thence with the west line

of said lot N. 2° E. 10 4/5 poles to a stake: Thence N. 88° W. 4 5/100 poles to a stake in the east line of Levi Longbrake's land:

Thence with the said line S 8 1/4 E. to a stake in the north line of said street: Thence with said line S 88 E. 50 feet to the beginning, containing 1/4 of an acre more or less.

We Therefore Command You, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute, regulating sales on 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 11" day of June, A. D. 1888.

R. McCrory, Clerk.
By W. M. Wright Deputy.

(Seal)

Sheriff's Return

The State of Ohio
Union County ss.

Sheriff's Return.

In obedience to the command of the Order of Sale here to annexed, I did on the 12" day of June A. D. 1888, summon Henry Crist, William Goff and William H. Cunningham, 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 12", day of June A. D. 1888, I caused to be advertised in the "Marysville Tribune" [a newspaper printed and published and of genral 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 14" day of July A. D. 1888, at one o'clock, P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: for consecutive weeks; and in pursuance to said notice, I did on the 14 day of July, A. D. 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Charles E. Wharton who bid for the same the sum of Two-Hundred and-seventy-five Dollars, and said sum being more than two thirds of the appraised value thereof, and said Charles E. Wharton being the highest and

Sheriffs Fees.		
Service.		30
Summoning Appraisers.	1	20
Writing Appraisal.		30
Copy of " "		30
Notice to Printer.		30
Affidavit of Printer.		30
Mileage.		16
Poundage.	4	13
Total.	6	99
Appraisers Fees.	3	00
Printers Fees.	3	00

best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of Two Hundred and Seventy-Five Dollars.

M. Hopkins. Sheriff.

Proof of Publication — Afterward. On the 16" day of July, A.D. 1888. Proof of Publication was filed with the Clerk of the Court which is as follows, To wit:

5545 — {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 June 13", 1888.

W. O. Shearer.

Mary J. Wharton vs William Clapham et.als — 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, Saturday July 14", A.D. 1888, 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;

Beginning at a stake in the north line of North Street [now Fourth Street] and south-west corner to a lot containing 60-100 of an acre conveyed by J. W. Conrad to Samuel McAllister, on the — day of March, A.D. 1875;

Thence with the west line of said lot north 2°. East 10 6/10 poles to a stake; Thence north 88° west 4 80/100 poles to a stake in the east line of Levi Longbrake's land; Thence with said line south 8 1/4° east to a stake in the north line of said street; Thence with said line south 88° east fifty feet to the beginning, containing one-fourth of an acre, more or less.

Appraised at $375.00. Terms of Sale - Cash.

Marion Hopkins Sheriff.

Entry — Afterward, On the 16" day of July, A.D. 1888. An Entry was filed with the Clerk of the Court which is as follows:

5545 — Mary J. Wharton vs William Clapham, The Building and Loan Association Company of Marysville Ohio and Alvin Thompson H. S. Nehmeyer, Jonathan Rogers and Templeton Liggett. — Common Pleas Court Union County, Ohio.

This cause now comming on for hearing on the Cross-Petition of the defendant

The Home Building and Loan Association of Marysville Ohio, and the evidence, the Court find that the Defendant William Clapham, and Maggie Clapham 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 answer are thereby confessed by them to be true.

The Court further find that the Defendant has failed to pay to the Plaintiff the weekly installments of dues. premiums and interest as in the petition set forth and there is due to said Plaintiff as dues to the date of this decree the sum of $38.50 as premium the sum of $43.00 as interest the sum of $2.40 and as fines for the non payment of dues the sum of $7.70; making in all the sum of $111.20. 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 William Clapham and Maggie Clapham his wife, executed and delivered to the Defendant their certain Mortgage in the petition described and on the premises therein described;

That said Mortgage was on the 14" day of May, 1884 duly filed for record with the Recorder of Union County, Ohio, and duly recorded in Vol. 19, Page 484 of the Records of Mortgages of said County and that the same is a good and valid and first lien on the premises described in the petition.

It is therefore considered by the Court that unless the said Defendants shall within one day from the entry hereof pay or cause to be paid to the said "The Home Building and Loan Association Company, Defendant, the said sum of $111.20 so found due and to the Clerk of this Court, the costs, taxed herein to $-- the Defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and return his proceedings to this Court for further order.

Entry.

Afterward, On the 16" day of July A. D. 1888, an Entry was filed with the Clerk of the Court which is as follows:

5545

Mary J. Wharton
vs
William Clapham et. als.

Common Pleas Court
Union County Ohio.

On motion of the Plaintiff and on her 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 satisfy that the same have been held in all respects in conformity with law and the order of this Court, it is ordered that the said proceedings and sale be and they are hereby

approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser by deed according to law, the propty so sold: and the said purchash 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 premiums.

It is further ordered that the Clerk cause satisfaction of the Mortgage herein sued on to be continued 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 $275: It is ordered that the Sheriff out of the money in his hands pay first to the Treasurer of this County the tax penalty and interest against said property to wit: the sum of 40.20

Secondly — The costs of this action taxed at $ — —

And the Court find that there is due The Home Building and Loan Association Company, of Marysville, Ohio, on the Mortgage set up in its cross-petition, the sum of 231.$^{32}_{00}$ and that said sum is the next best lien upon the said premises, it is therefor ordered that said Sheriff pay

Thirdly — To said "The Home Building and Loan Association Company of Marysville Ohio, or Edward C. Cole its attorney the said sum of $231.$^{32}_{00}$

Fourthly — To said Mary J. Wharton

Attest — R. M. Henry Clerk

Pleas before His Honor John A Price Judge of a Court of Common Pleas begun and held in the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio the 21" day of May, in the year of our Lord One Thousand Eight Hundred Eighty-Eight. Heretofore, To wit:

Petition

Henry Briggs
vs
James Wright

5570

Court of Common Pleas

Petition filed June 16" 1888.

Plaintiff says that the Defendant is indebted to him on a certain promissory note of which the following is a true copy, to wit:

$165.$^{00}_{xx}$

There are no credits nor indorsements thereon.

Marysville, Ohio, Oct., 8, 1887.

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Henry
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Praecipe

Summons

5570

Sheriff's Return

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Six months after date I promise to pay to the order of Henry Biggs One Hundred and Sixty-Five Dollars at Byhalia, Union County, Ohio. Value received with interest at eight per cent. from date.

[Signed] James Wright.

There is due Plaintiff from Defendant on said note, the sum of $173.80/100 which he claims with interest from the 16" day of June, 1855. Wherefore Plaintiff asks judgment against Defendant in the sum of $173.80 with interest at eight per cent from 16" day of June, 1888.

W. S. Hooper Atty for Plaintiff.

{The State of Ohio, Union County, ss.}

W. S. Hooper being sworn says he is the attorney of the Plaintiff, that the abov pleading is founded upon a written instrument for the payment of money, which instrument is now in affants possession and the facts stated in the above petition are as affiant believe true.

W. S. Hooper.

Sworn to and subscribed in my presence by said Hooper this 16" day of June A.D. 1888.

{Seal}

R. McCrory Clerk.

Pracipe

Henry Biggs
vs
James Wright

Issue Summons on the above Defendant indorsed action for money, only account claimed $173.80/7 with interest at eight per cent. from the 16" day of June, 1888.

W. S. Hooper. Atty for Plff.

Afterward, On the 16" day of June, A.D. 1888. Summons was issued

Summons

5-5-70

by the Clerk of said Court, a copy of which follows:

The State of Ohio
Union County ss.

To the Sheriff of the County of Union: Greeting

We command you to notify James Wright that he has been sued by Henry Biggs in the Court of Common Pleas of Union County, and unless he answer by the 14" day of July, A.D. 1888 the petition of said Henry Biggs, against him filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 25" day of June A.D. 1888.

Witness my hand and the Seal of said Court, this 16" day of June, A.D. 1888, at Marysville, Ohio.

{Seal}

R. McCrory Clerk

Sheriffs Return

Received this Writ the 16" day of June, A.D. 1888. at 9 o'clock A.M.. And pursuant to its command, on the 25 day of June A.D. 1888, I served the same by handing a true copy thereof with endorsements thereon to the within named James Wright.

M. Hopkins Sheriff
Per F. J. Wall.

Sheriffs Fees.		
Service.		30
Mileage.	3	50
Copy.		20
Total.	4	00

Afterward, On the 16" day of July. A.D. 1888. An Entry was filed with the Clerk of the Court which is as follows:

Entry

Henry Biggs
vs
James Wright

5570

Court of Common Pleas.
Union County, Ohio.

Now comes the Plaintiff herein, and the Defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true and find that the Defendant herein is indebted to said Plaintiff in the sum of One-Hundred Seventy-Three Dollars and Eighty cents, with interest at eight percent. from the 16" day of June 1888.

It is therefore considered by the Court that the said Plaintiff recover from said Defendant the said sum of One Hundred and Seventy-Three Dollars and Eighty cents at eight per cent interest from the 16" day of June, 1888 and his costs herein expended taxed at $——.

W. S. Hoope. Atty for Plff.

Attest R M'Cerry Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, the 21" day of May, in the year of our Lord One Thousand Eight Hundred and Eighty Eight. Heretofore. To wit:

Petition

Mariah Mahaffey
vs
James T. Mahaffey.

5369

Petition filed Sept. 5, 1887.
Court of Common Pleas.
Union County. Ohio.

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 "bone-fide" resident of said County of Union.

That on or about the 31" day of January 1856, in said County of Union, and State of Ohio. she was married to the Defendant and she has ever since conducted herself toward the said James T. Mahaffey as a faithful and obedient wife

That the Defendant disregarding his duties as a husband, has been guilty of extreme cruelty toward Plaintiff without any just cause or provocation on her part: to about the first day of January 1887 kicked and pushed the Plaintiff

out of bed; and about the same time, [the weather being very cold] Defendant locked the Plaintiff out of that part of the house where the fire was, and about the same time threw her violently out of a chair, and upon the floor.

About August 1886, he locked her out of the house and kitchen. And about April, 29." 1887 he ordered her out of bed and drew the bed clothing off her, and wrapped himself in them, compelling the Plaintiff to get up and build the fire to keep herself warm. And about the 4" day of June A.D. 1887. he used violence upon her person, shaking and jerking her so violently that he broke her watch-chain, which was a new one

And about July 1." 1887. he jerked her so violently around the room that she had to take hold of the bed post in order to prevent being thrown forcibly upon the floor.

And about July 10," 1887. he locked her out of the house about 8 o'clock at night and refused to allow her to enter the house, compelling her to go to a neighbors for shelter until morning. And about the 28" day of August 1887. he violently caught her by the arm and gave her a "sling" across the room and Defendant would frequently use abusive and foul language towards Plaintiff.

The Plaintiff has been compelled to furnish mainly all her own clothing for some years past. The Defendant is possessed of considerable property, having the title to two hundred acres of land, known as the home-farm and on which he has resided for a number of years, and still resides near to the Village of Newton in Liberty Township in said County of Union. He also owns another farm of about One Hundred and twelve acres in said Township of Liberty, and two town lots in said village of Newton. And Defendant did own a large amount of personal property, consisting of wheat, oats, dogs, cattle, sheep &c. but has been selling and disposing of the said personal property, and reducing the same to money, and Defendant threatens to sell all his property and to leave the Plaintiff and the County. That he has, without without Plaintiffs consent, rented their dwelling-house, which consists of about ten rooms, renting all the rooms excepting two or three, and has rented the home farm as Plaintiff is informed and charges for the term of three years, and all without Plaintiffs knowledge or consent. And Plaintiff charges that unless he is restrained by injunction he will sell all his property for the purpose and with the intent to defeat the Plaintiff from obtaining alimony from him.

That he has already reduced a large amount of his personal property. To wit: over one thousand dollars worth into money.

That the Plaintiff has no property of her own except some three hundred dollars and interest, which the Defendant holds and refuses to pay her. The Plaintiff therefore prays

that she may be divorced from the Defendant: that said marriage contract be annulled: and that she may have reasonable alimony adjudged to her pending this suit to enable her to properly prosecute the same.

And she further asks that the said Defendant be restrained and enjoined from disposing of any of his property which he still holds: whether personal or real, until this cause can be heard upon the merits, and other order taken as to said property. And the Plaintiff asks such other and further relief as equity and justice may demand.

Porter and Porter Attys for Plff

She Plaintiff, Mariah Mahaffey, being sworn, makes oath, that the facts stated in the foregoing petition are true.

Mariah Mallaffey.

Sworn to by Mariah Mahaffey before me, and signed by her in my presence this 5th day of September, 1887.

{Seal.} John L. Burgner Clerk

Praecipe

To the Clerk:

Issue Summons in divorce, together with a copy of this petition to be served upon the Defendant according to law.

Indorse action for divorce and alimony and Injunction allowed.

Porter and Porter Attys for Plff.

Summons

5369

Injunction allowed as prayed for in the within petition, until otherwise ordered by the Court of Common Pleas of Union County, Ohio, a Judge of said Court or other competent Authority and without bond in pursuance of the statue in such cases made and provided.

Fees on allowance of Injunction, $2.00. Paid by Plaintiff

John B. Coats, Probate Judge.

Order of Injunction

5369

Afterward, On the 5th day of Sept. 1887. An Order of Injunction was filed with the Clerk of the Court which is as follows:

Mariah Mahaffey

vs

James S. Mahaffey.

Before the Probate Judge.
Union County, Ohio.
Term, A.D. 18--

Motion for Tempory Injunction in the Court of Common Pleas.

Sheriffs Return

Motion.

5369.

And now on the 5th day of September 1887. came the Plaintiff, by Porter and Porter her attorneys: and it being made to appear that there is at this time no Common Pleas, District, or Supreme Judge within said County, the motion of the Plaintiff -- for a tempory 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 tempory injunction be, and the same is hereby allowed in this case to restrain the said Defendant from disposing of any of his property, whether real or personal, until said case is heard upon the merits in said Court of Common Pleas, or until the further order of said Court of Common Pleas, as prayed for in said petition of Plaintiff and it is ordered that said Clerk issue said order of injunction without an undertaking being given by Plaintiff.

And that the Clerk of the Court of Common Pleas issue summons in this Case endorsed injunction allowed.

John B. Coats. Probate Judge.

Summons

Afterward. On the 6th day of September, A.D. 1887. Summons was issued by the Clerk of the Court which is as follows:

5369

{The State of Ohio. Union County}

You are commanded to notify James S. Mahaffey that Mariah Mahaffey has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio. a petition (a true copy of which is herewith delivered to you to be served on him, charging him with cruelty &c, and asking that she be divorced from him and that she may have allimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 19th day of Sept. 1887.

Witness my signature as Clerk of our said Court of Common Pleas. and the Seal of said Court, at Marysville, Ohio. this 6th day of September. 1887.

{Seal}

John D. Burgner Clerk.

Sheriffs Return

Received this writ on the 6th day of Sept., 1887 and on the 10th day of Sept. 1887. I served the same by handing a true copy thereof with the endorsements thereon, together with a certified copy of the petition to the within named J. S. Mahaffey.

M. Hopkins. Sheriff.

By

Sheriffs Fees.		
Service S & P.		60
Copy.		20
Mileage.	3	20
Total.	4	00

Motion.

Afterward. On the 25th day of October A.D. 1887.

5369.

Motion was filed with the Clerk of the Court which is as follows:

Mariah Mahaffey

vs

James S. Mahaffey

Court of Common Pleas.
Union County. Ohio.

This day came the Defendant and moved the Court to set aside and modify the injunction

in this case so as to authorize the assignee to proceed and to dispose of all the property under the assignment except such as the Court may think probably may be set off to the Plaintiff as a part of her alimony.

J. W. Robinson
Assignee of J. S. Mahaffy.

The Defendant and Attorney for J. S. Mahaffey will apply to said Court to hear said motion on Friday Oct. 28" 1887.

J. W. Robinson.

Service of the above motion acknowledged this 25" of Oct. 1887
Porter and Porter Attys for Plff.

Mariah Mahaffey
vs
James S. Mahaffey

Court of Common Pleas.
"In Divorce" Filed. Nov. 25" 1887

This day this cause came on to be heard upon the motion of the Plaintiff for an order and judgment allowing the Plaintiff alimony pending this action:

And was argued by counsel, and the Court being fully advised in the premises do allow order, and adjudge that said James S. Mahaffey pay to said Mariah Mahaffey as alimony pending suit the sum of $100. One-Hundred Dollars and in addition the sum of Four Dollars each successive week from the first day of December next until the first day of March 1888. and in default of any said paiments that execution issue therefor.

Mariah Mahaffey
vs
James S. Mahaffey

Court of Common Pleas.
Filed. Jan., 9th 1888.

This day the Court on motion of Plaintiff, order the assignee of James S. Mahaffey to set off to Plaintiff the following household property now in the late residence of Plaintiff and Defendant, to wit: one cook stove and one heating stove, the canned fruit, queens and glass ware. the pictures and books. two beds and bedding, the household furniture, one sewing machine, the carpets. six towels, the stand and bureau cover, two tubs, washing machine and the lamps. and the question as to whether Plaintiff is to be charged with said goods on her alimony, or allowed to her upon her demand as property exempt from execution levey or sale &c. and as to the merits of this case this cause is continued. To which ruling and order of the Court the Defendant then and there by his counsel excepted. And the Defendant also gave notice of his intention to appeal this cause to Circuit Court, and the Court fixed the appeal bond for appeal at $50.00

J. W. Robinson.
Cameron and Woodburn.

Afterward. On the 15" day of June, 1888 an Entry was filed with the Clerk of the Court which is as follows

Entry. 5369

Mariah Mahaffey
vs
James S. Mahaffey

This day this cause came on to be heard

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alimony
the Court
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Petition Mayer

5319 James

upon the petition of the Plaintiff for a divorce and for alimony against the said Defendant James S. Mahaffey. And the Court after hearing the evidence, finds the facts stated in Plaintiffs petition to be true, and that the marriage relation existing between the parties should be dissolved. It is therefore ordered. decreed and adjudged that the said marriage contract, and the marriage relation existing between the Plaintiff and the Defendant be and the same is hereby dissolved annulled and set aside.

And it is further ordered, decreed and adjudged, that the Plaintiff be allowed as alimony in addition to the alimony heretofore allowed in this case pending suit, as follows: "First", she is to hold and retain as her own the personal property heretofore allowed and adjudged to her at the October term of this Court A.D. 1887.

That Defendant pay to Plaintiff the sum of $3000. Three Thousand Dollars and it is further adjudged that the Plaintiff out of the monies so decreed to her pay the costs of this action taxed to $ ——.

Further it is ordered and decreed that said alimony is to be in full satisfaction of the right of Dower of the Plaintiff Mariah Mahaffey in the real estate of said J. S. Mahaffey and the assigne of said J. S. Mahaffey is authorized to deliver said personal property to said Plaintiff without being further liable to account for said property and said Assignee is authorized to sell said lands free and clear of all claim of Dower of said Plaintiff.

J. W. Robinson Assignee of J. S. Mahaffey
Porter and Porter Attys for Plaintiff.

Attest R. McCorry Clerk

Pleas before His Honor John A Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio February 27th in the year of our Lord One Thousand Eight Hundred and Eighty Eight. Heretofore, To. wit: On the 5th day of May A

Petition was filed with the Clerk of the Court of Common Pleas which is as follows:

Petition 5319

Mayer Wile and Herman Wile Pltfs.
vs.
James W. Smith Defendant

To the Court of Common Pleas of Union County Ohio.

Petition

5319

The Plaintiffs Mayer Wile and Herman Wile are successors to Mayer Wile in the Merchantile business in the City of Buffalo New York.

That the accounts herein named are for goods sold and delivered by said Mayer Wile to the Defendant and that subsequent to said sale and delivery of said goods the said Mayer Wile formed formed a Copartnership with said Herman Wile and said accounts are now owned by said Mayer and Herman Wile Plaintiffs.

First Cause of Action

The Plaintiffs for their first Cause of Action say that there is justly due from said Defendant upon an account for goods sold and delivered the sum of Twenty Eight and 25/100 Dollars which account is dated October 5th 1886 and the sum above named was due on the 15th day of March 1887, and Plaintiffs are entitled to interest upon said account from said last named date. A copy of said account is hereto attached and marked "A" and made part hereof. There are no offsets against said account.

Second Cause of Action.

The Plaintiffs say that there is jointly due them from the Defendant James A. Smith upon a certain other account for goods sold and delivered and which account is now owned by the Plaintiffs the sum of Forty-Eight Dollars. Said account is dated October 5th 1886 and was due Feb. 15th, 1887. The Plaintiffs are entitled to interest upon said account from said last named date. A copy of said account is hereto attached marked "B" and made part hereof. There are no offsets against said account.

Third Cause of Action.

The Plaintiffs further say that there is jointly due them from the said Defendant upon a certain other account for goods sold and delivered and which account is now owned by the Plaintiffs the sum of Five and 63/100 Dollars. Said account is dated Sept. 7th, 1886 and was due March 15th, 1887. The Plaintiffs are entitled to interest from said last named date. A copy of said account is hereto attached marked "C" and made part hereof. There are no offsets against said accounts.

Fourth Cause of Action.

The Plaintiffs further say that there is jointly due them from said Defendant upon a certain other account for goods sold and delivered and which account is now owned by the Plaintiffs the sum of Sixty Seven Dollars and Twenty-five cents [$67.20/100]. Said

Fifth Cause of Action.

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account is dated August 31st, 1886, and was due March 15th 1887. The Plaintiffs are entitled to interest on the same from last named date. A copy of said account is here to attached marked "A" and made part hereof. There are no offsets against the said account.

Fifth Cause of Action.

The Plaintiffs say that this their Fifth Cause of Action is founded on account for goods sold and delivered and that the Plaintiffs are owners of said account and there is now justly due them thereon from said Defendant the sum of Two Hundred and Twenty Four and 75/100 Dollars. Said account is dated August 31st, 1886 and was due February 15th 1887. The Plaintiffs are entitled to interest and said account from said last named date. A copy of said account is here to attached marked "E" and made part hereof.

There are no credits on said account.

Wherefore the Plaintiffs pray judgment against said Defendant for the sum of Three Hundred and Seventy-Three and 85/100 Dollars, with interest upon Ninety-Five and 50/100 Dollars from March 15th, 1887.

And interest upon Two Hundred and Seventy Eight and 35/100 Dollars from February 15th, 1887, being the amount due upon the said several sums of action. Plaintiffs also pray for all proper relief.

Cameron and Woodburn Attys Plffs.

State of Ohio, Union County. S.S.

J. L. Cameron, being duly sworn deposes and says that he is one of the Attorneys of the Plaintiffs duly authorized in the premisks. That said Plaintiffs are not residents of said County of Union, and that the Plaintiff Mayer Wile has filed an affidavit stating said account are just and unpaid which is hereto attached. And believes the allegations in the forrgoing Petition to be true.

J. L. Cameron.

Sworn to before me and signed in my presence this 5th day of May 1887.

John D. Burgner Clerk.

(Seal)

State of New York
County of Erie, S.S.

Mayer Wile, being duly sworn, says that he resides in the City of Buffalo in said County of Erie: That the annexed accounts, marked A, B, C, D, and E, are for goods which deponent sold to J. W. Smith; That said accounts are in all respects just and correct; That there are no offsets or

counterclaims thereto or any part thereof; That no payments have been made thereon except as shown on said accounts; That the amounts as shown are justly due and owing over and above all offsets and counterclaims including interest as also shown in said accounts and the same are owing the firm of M. Wile & Co., which firm is composed of Hfrponent and Herman Wile; That after the sale and delivery of the goods mentioned in said accounts a partnership was formed between Hfrponent and the said Herman Wile & all of the annexed accounts with others were transferred by Hfrponent to said firm; That Hfrponent or said firm have no security for said indebtedness or for any part thereof.

Mayer Wile.

John M. Chipman.
Notary Public. Erie County New York.
Seal.

Buffalo, New York. Oct. 5, 1886.

Note "A"

Mr. J. W. Smith.

Nov. 15th. Bought of M. Wile & Co.

Terms.- 10 Hfays less 6 per Cent.
30 Hfays less 5 per Cent.
Unless Settled by 4-Months Note, to be given within 30 Hfays.

3512	2	Over Coat	6.50	13	00	
3571	1	" " To follow		8	75	
3592	1	" "		6	50	
	1	Case by freight				28 25
	1	Pkg. prepaid Oct 25 "By Express.				

This bill due in full March 15" 1887

Buffalo, New York, Oct. 5, 1886.

Mr. J. W. Smith.
Bought of M. Wile & Co.

Note "B." Oct. 15th.
Terms— 10 Hfays less 6 per cent.
30 " " 5 " "
Unless Settled by 4-Months Note, to Hfgiven within 30 Hfays.

3489	1	Suits		13	25	
3481	3	" "	6.50	19	50	
3543	1	" "	3.75	3	75	
3548	2	" " 2 to follow	2.50	5	00	
3561	½	Hff. Pts.	13.00	6	50	48 00
	1	Case freight				
	1	Pkg. prepaid Oct 25" by Express				

This bill due in full Feb 15" 1887

Mr. J. W.

Oct., 15
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Unless se

Note "C."

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Note "Hf."

Mr. J. W.

Nov., 15.
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Unless o

3608	2
3416	1
3402	1
3366	1
3506	2
3407	2
3526	1

Mr. J. W

Oct. 15"
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Unless

Note "E."

3595	1
3574	2
3575	4
3489	1
3477	2
3581	2
3415	1
3615	1
3426	1
3481	1
3548	3
3470	2

Buffalo. New York, Sept. 1st 1886.

Mr. J. W. Smith.

Bought of M. Wiles & Co.

Oct., 15

Terms 10 days less 6 per Cent.
30 " " 5 " "
Unless settled by 4-Months Note, to be given within 30 days

Note "C."

	2½	yds Coating	22.5			5	63
		This bill due in full Feb. 15, 1887					

Buffalo, New York, Aug. 31st 1886.

Note "H." Mr. J. W. Smith.

Bought of M. Wile & Co.

Nov. 15,

Terms. 10 days less 6 per Cent.
30 " " 5 " "
Unless Settled by 4 Months Note, to be given within 30 days.

1886.

3608	2	Over Coats	5.75	11	50		
3416	1	" "		4	25		
3402	1	" "		4	25		
3366	1	" "		4	75		
3506	2	" "	7.75	15	50		
3407	2	" "	7.75	15	50		
3526	1	" "	11.50	11	50	67	25
		This bill due in full Mch. 15" 1887					

ays.

Buffalo. New York, Aug. 31st 1886

Mr. J. W. Smith Broadway. Ohio.

Bought of M. Wile & Co.

Oct. 15th

Terms. 10 days less 6 per Cent.
30 " " 5 " "
Unless Settled by 4-Months Note, to be given within 30 days

Note "E."

3598	1	Suit		10		
3574	2	"	13.50	27		
3575	4	"	13.25	53		
3489	1	"		13	25	
3477	2	"	10.00	20		
3381	2	"	10.00	20		
3415	1	"		12		
3615	1	"		10		
3426	1	"		10		
3481	1	"		6	50	
3548	3	"	2.50	7	50	
3470	2	"	2.75	5	50	

Note "E"	3549	1	Suit		2	75		
	3472	1	"		3	75		
	3487	6	Pltf.	1250	7	50		
	3445	1	"		3	75		
	3460	1	"		3	75		
	3409	1	"		3	75		
	3391	1	"		3	75		
	3473	1	"		3	75	227	50
	3470	1	Suit - Credit Overcharge				2	75
							224	75

This bill due in full Feb. 15, 1887

To the Clerk:

Issue Summons to the Sheriff of Union County. Amount claimed $373.$^{85}_{100}$
Interest from Feb. 15" 1887 on $278.$^{35}_{100}$
Interest from March 15" 1887 on $95.50.

Cameron & Woodburn.

Afterward, On the 6" day of May, A. D. 1887, Summons was filed with the Clerk of the Court which is as follows: To wit:

Summons 5319

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

We command you to notify James W. Smith that he has been sued by Mayer Wile and Herman Wile 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 Plaintiffs against him filed in the Clerk's Office of said Court, such Petition will by taken as true, and judgment rendered accordingly.

You will make due returns of this Summons on the 16" day of May A. D. 1887.

Witness my hand and the seal of said Court, this 6" day of May, A. D. 1887.

(Seal)

John D. Burgner Clerk

Sheriff's Return

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

Received this Writ May 6" A. D. 1887, at two o'clock P. M. and pursuant to its command, on the 7" 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 Defendant James W. Smith.

Sheriff's Fees		
Service		30
Mileage	1	60
Copy		20
Total	2	10

M. Hopkins Sheriff.

Entry 5319

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Afterward: On the 11th day of July A.D. 1887. an Entry was filed with the Clerk of the Court which reads as follows:

Mayer Vile & Herman Vile

vs

J. W. Smith.

Court of Common Pleas.
Union County. Ohio.

And now came the Plaintiffs by their Attorneys and submitted to the Court the Petition and Evidence and Answer of the Defendant in this case.

And Therefore the Court find that the First. Second, Third and Fifth Causes of Action in said Petition set forth are not put in issue by said Answer but as to them the Defendant is in default for plea and that he is indebted to Plaintiffs upon the same in the sum of Three Hundred and Twelve and 46/100 Dollars including interest to this date July 11th. A.D. 1887.

It is therefore considered that the Plaintiffs recover from the Defendant the sum of Three Hundred and Twelve and 46/100 so found due together with his cost in that behalf expended.

And as to the Fourth Cause of Action this Cause is continued

Ayers — Atty for Deft.

Afterward: On the 26th day of October, A.D. 1887. an Answer was filed with the Clerk of the Court which reads as follows:

Answer

5319.

Mayer Vile and Herman Vile Pltffs.

vs

James W. Smith Deft.

The Defendant James W. Smith now comes and for his Answer to the Plaintiffs Petition herein says. —

That he has paid and satisfied all Causes of Action set forth in the Plaintiffs Petition except the Fourth Cause Action and the account refered to therein marked "A".

The Defendant further says that he denies that he is indebted to the Plaintiffs on said Cause of Action in any sum whatever.

And denies that Plaintiffs delivered to him or that he ever received the Merchandise refered to in Plaintiffs Fourth Cause of Action or that he contracted for the same.

Wherefore Defendant asks that he may recover his costs made on the issue joined on said Cause of Action and for all proper relief.

H. W. Ayers. Atty for Deft.

State of Ohio. Union County. S.S.

James W. Smith being

duly sworn says that he is the above named hfefendant and that the facts stated and Allegations in the forrgoing Answer arr as he believes true.

James W. Smith.

Sworn to before me and signed in my presence this 25" day of October, A. D. 1887.

(Seal)

Nate L. Moffitt
Notary Public in and for Union County.

Entry 5319

Afterward: On the 14" day of March, A. D. 1888. an Entry was filed with the Clerk of the Court which is as follows:

Mayer Wile and Herman Wile
vs
James W. Smith

Continued on motion and showing of hfefendant and at his cost.

It is therefore considered and adjudged by the Court that the Plaintiffs recover of the hfefendant the cost of this Term of Court - taxed to $.

The State of Ohio
Union County ss. May Term, May 29", 1888.
Mayer Wile and Herman Wile
vs
James W. Smith.

Filed. May. 29." 1888
Civil Action
Verdict for hfefendant.

Verdict

We, the Jury, being duly impanled and sworn, find the issues in this case in favor of the hfefendant, James W. Smith.

Foreman — Henry Highbargain

Motion for a New Trial 5319.

Afterward: On the 31" day of May, A. D. 1888, a Motion for a New Trial was filed with the Clerk of the Court which reads as follows:

Mayer Wile and Co.
vs.
James W. Smith

Motion for New Trial.

The Plaintiffs moves for a New Trial for the following reasons to wit:

1." The Verdict is against the weight of the evidence and the law.
2." The Court erred in rejecting evidence offered by the hfefendant.
3." The Court erred in charging the Jury.
4." The Court erred in refusing to charge the Jury as requested by Plaintiff.
5." That the Verdict of the Jury in the above Case is not sustained by sufficient evidence.

Cameron & Woodburn.
Attys for Plaintiffs.

Entry 5319

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Petition 5695

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Entry. 5319

Afterward: On the 7th day of December, A.D. 1888. An Entry was filed with the Clerk of the Court which reads as follows:

Mayer Wile and Co
vs
James W. Smith.

Court of Common Pleas.
Union County, Ohio.

This cause came on for hearing on motion of the Plaintiffs to set aside the Verdict and for a New Trial herein. And the Court on consideration thereof over rules the same.

It is therefore considered by the Court, that the said Defendant recover from the said Plaintiff his costs herein expended. Taxed to $.

And execution is awarded.

Attest R McKenny Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, the 29th day of October, in the year of our Lord One Thousand Eight-Hundred and Eighty-Eight.

Heretofore, To-wit:

Petition

The State of Ohio.
Union County, S.S

Petition and Answer in Cognovit
In the Court of Common Pleas

5695

C. F. Lentz Plff.
vs
J. J. Skidmore and J. W. Wenlover Defts.

Civil Action
for
Money only.

C. F. Lentz, the above named Plaintiff says that there is due to him from J. J. Skidmore and J. W. Wenlover, the above named Defendants, on a promissory note made by the Defendants, dated the 27th day of June A. D. 1887, which note with the warrant of Attorney thereto annexed, is here to attached, the sum of Three Hundred Dollars, with interest thereon at eight per cent. from the 27th day of June A. D. 1887. The Plaintiff further says he is legal owner and holder of said note, that the same is due and unpaid,

Wherupon, the Plaintiff asks judgment against

said Hfrendants for the sum of Shree Hundred Hdollars, with interest at eight per cent. from the 27th day of June A. HD. 1887.

Brodericks and Mc. Campbell
Attys for Plffs.

The State of Ohio
Union County. s.s.

C. F. Lentz. the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true.

C. F. Lentz.

Subscribed in my presence, by C. F. Lentz. and sworn to by him before me, this 23rd day of November, A. HD. 1888.

R. Mc. Crory. Clerk.

C. F. Lentz Plaintiff
vs
G. J. Skidmore and
G. W. Wevlove Hfrendants.

In the Court of Common Pleas
Union County, s.s.
Hfrendants Answer.

Answer

5695

And now come G. J. Skidmore and G. W. Wevlove. the above named Hfrendants, by the undersigned their Attorney and waive the issuing and service of process in this Case, and consent that judgment be entered herein in favor of the above named Plaintiff. the holder of the note described in Plaintiffs Petition, and against the above named Hfrendants, for the sum of Shree Hundred and Shirty-Shree Hdollars and Seven Cents, the amount appearing due for principal and interest on said note, to November 13th, 1888 and also consent that judgment be entered in the same manner against Hfrendants for costs of this action, and all errors are herby released, and Hfrendants 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. 19th A. HD. 1888.

P. R. Kerr. Atty for Hfft.

Entry

5695

C. F. Lentz Plaintiff
vs
G. J. Skidmore and
G. W. Wevlove Hfts.

Court of Common Pleas
Entry.

This day came the Plaintiff by Brodrick and Mc. Campbell, his Attorneys, and thereupon came P. R. Kerr one of the Attorneys of Record of this Court, who, by virtue of a warrant duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Hfrendants herein, and by virtue of the same warrant of Attorney confesses that there is due from said Hfrendants to said Plaintiff as is alleged in said

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Petition

5683

Exhibit
"A"

Plaintiffs Petition, the sum of Shree Hundred and Shirty Shree and 7/00 Hollars. It is therfore considered that said Plaintiff do recover of said Hefrendants the said sum of Shree Hundred and Shirty Shree and 7/00 Hollars so as aforesaid confessed to be due, together with costs herein, to be taxed and with interest to be computed at the rate of eight per centum per annum from Nov. 13th. A. HD. 1888. 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 R M'Cann clerk

Pleas before His Honor John A Price, Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Hivision of the Tenth Judicial Histrict of the State of Ohio, October 29th in the year of our Lord One Thousand Eight Hundred and Eighty Eight. Heretofore, To-wit:

Petition. 5683

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

Timothy Fahey doing business as Fahey's Bank } Petition.
vs
J. M. Sanders, F. M. Sanders and Will Sanders

The Hefrendants on the 17th day of Hecember, A. HD. 1887, executed and delivered to Plaintiff Then and now doing business as Fahey's Bank, their promissory note of that date, with warrant of attorney annexed, which warrant and note, with all the credits and all the indorsements thereon, are here to attached, marked Exhibit "A", and made a part of this Petition.

Exhibit "A"

$300.00

Six months after date, for value received, we jointly and severally promise to pay Fahey's Bank, or Order, at Marion, Ohio, Shree Hundred Hollars, with interest at eight per cent. per annum, after maturity, payable -- annually ---- until paid and eight per cent. after maturity upon principal and upon due and unpaid interest.

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 17th day of December A.D. 1887

J. M. Sanders
S. M. Sanders
Will Sanders.

P.O. Address ——
Home ——

Said note is unpaid, except as shown by said indorsements, and there is now due the Plaintiff on said note the sum of Three Hundred Dollars, with interest at the rate of eight per cent. per annum, from the 17th day of June, A.D. 1888, payable annually.

Wherefore Plaintiff prays judgment against said Defendants for the sum of Three Hundred Dollars, with interest thereon from the 17th day of June A.D. 1888, at the rate of eight per cent. per annum till paid, payable annually and for costs of suit.

Scofield and Scofield Attys for Plff.

The State of Ohio,
Marion County s.s.

William C. Scofield being sworn, says that he is one of the Attorney of said Plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in facts.

William C. Scofield.

Sworn to by said William C. Scofield before me, and by him signed in my presence, this 20th day of October A.D. 1888.

H. R. Young Clerk of Common Pleas Court

Clerks Fees 25¢ paid by Plff.

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

Answer — 5683

Judgment Entry.

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Answer

5683

Timothy Fahey, doing business as Fahey's Bank Plff.
vs.
J. M. Sanders, F. M. Sanders 2nd Will Sanders Hfrfts.

Answer

By virtue of the warrant of Attorney annexed to and mentioned in the foregoing Petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said Hfrfndant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said Plaintiff, against said Hfrfndant, on said note, for the sum of Three Hundred and Eight Hollars and Eighty Two cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed: and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

E. B. Purfee Atty for Hfft.

Judgment Entry.

Fahey's Bank Plaintiff
vs
J. M. Sanders, F. M. Sanders and Will Sanders Hfrfndants

Judgment Entry
$308.82/100

This day came the Plaintiff by its Attorney: also appeared in open Court, for and on behalf of said Hfrfndant, E. B. Hurfee, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the Petition in said Cause, shown to have been duly recited by said Hfrfendant, entered the appearance of said Hfrfndant, waived the issuing and service of process in this action, and confessed a judgment on said note against said Hfrfndant, and in favor of said Plaintiff, for Three Hundred and Eight Hollars and Eighty Two cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said Plaintiff recover of said Hfrfndant the sum of Three Hundred and Eight Hollars and Eighty Two cents, being the amount of said note with interest computed at eight per cent. per annum, from the 1st day of November A. H. 1888; and also its costs herein Expended, taxed at $11.00

attest R. McCarty Clerk

Petition 5606

Copy of Note "A"

Copy of Note "B"

Affdavt in Attachment 5606

Praecipe 5606

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Please befor Hon Honor John A. Price, Judge of a Court of 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 Forth Judicial District of the State of Ohio, October 29th in the year of our Lord One Thousand Eight Hundred and Eighty Eight. Heretofore, To-wit: On the 23d day of August A. D. 1888, Petition and Affidavit in Attachment was filed with the Clerk of the Court which reads as follows:

Loytle and Co Plaintiff
vs
J. F. McElroy Defendant

Court of Common Pleas.
Union County, Ohio.

The Plaintiffs John S. Loytle and David Loytle are a firm doing business in the City of Dayton Montgomery County Ohio under the firm name of Loytle and Co. say, on his first cause of action. There is due the Plaintiff from the Defendant J. F. McElroy on the promissory note of the said Defendant J. F. McElroy to Plaintiff [a copy of which is hereto attached and marked "A"] the sum of One Hundred and Twelve and 60/100 Dollars with interest at eight per cent. from Feb. 19th A. D. 1888.

For his Second Cause of Action the Plaintiff says there is due him from the Defendant J. F. McElroy to Plaintiff [a copy of which note is hereto attached and marked "B"] the sum of Ninety-Three and 35/100 Dollars with interest at eight per cent from January 15th A. D. 1888.

The Plaintiff therefore asks judgment against the Defendant upon his first cause of action for the sum of One Hundred and Twelve and 60/100 Dollars with eight per cent interest from Feb. 19th A. D. 1888- and Plaintiff prays judgment upon his Second Cause of Action for the sum of Ninety-Three and 35/100 Dollars with interest at eight per cent. from Jan. 15th 1888 and for such other relief as the equity of the case may require.

R. L. Woodburn Atty for Plaintiff.

$112.60 Dayton. Ohio. Feb. 19th 1888.

Thirty days after date, the Subscribers of Pottersburg County of Union State of Ohio, promises to pay to the order of Loytle and Co. One Hundred and Twelve and 60/100 Dollars, with interest at eight per cent. per annum from date till paid.

J. F. McElroy

$93.35 January 15th 1888

Ninety days after date, I promise to pay the order of Loytle and Co Ninety Three and 35/100 Dollars at eight per cent interest from date. Value received. Payable at Third

National Bank of Hayton Ohio.

J. F. McElroy.

The State of Ohio Union County ss. } R. L. Woodburn, being first duly sworn by me deposeth and says that he is the Authorized Attorney for the Plaintiff in this Action: that said Action is founded upon writteninstruments for the payment of money only: that said written instruments are in the possession of affiant: that the Plaintiffs are non residents of said County and absent therefrom and that the facts stated in said Petition are true as he brlieves.

R. L. Woodburn.

Sworn to before me and signed in my presnce by the said R. L. Woodburn this 28th day of August 1888.

{seal.} R. McElroy. Clerk.

Affidavit in Attachment.

Loytle and Co. Plaintiff
vs
J. F. McElroy Hfrndant

Affidavit in Attachment.

5606

State of Ohio, Union County ss. } R. L. Woodburn being duly sworn says that he is the authorized attorney for the Plaintiff John S. Loytle and Hfavid Loytle doing business under the firm name of Loytle and Co. in the City of Hayton Montgomery County, Ohio. That they have commenced herewith a Civil Action for the recovery of money only in the Court of Common Pleas Union County Ohio. That the foundation of said Action is upon two promissory notes executed and delivered to Plaintiff by Hfrndant, that said claim is just and unpaid. And believes that the Plaintiff should recover thereon the sum of One Hundred and Twelve and 6/100 with eight per cent. interest from Feb. 19th 1888. Also Ninety Three and 33/100 Hollars with eight per cent interest from Jan. 15th 1888 and costs estimated at $50. And that defendant is a non-resident of the State of Ohio, and Hfrndant has absconded with intent to defraud his creditors, and has disposed of part of his with intent to defraud his creditors further. Affiant sayeth not.

R. L. Woodburn.

Sworn to before me by the said R. L. Woodburn and by him signed in my presnce this 28th day of August A. Hf. 1888.

R. McElroy Clerk.

Praecipe

5606

To the Clerk.

Issue Summons for Hfrndant returnable according to law. Endorse Summons on Action for recovery of Money amount claimed $112 6/100 with eight per cent interest from Feb. 19th 1888 also $93 33/100 with eight per cent. interest

from January 15th A.D. 1888.

Also issue Writ of Attachment as affidavit here with filed.

R.B. L. Woodburn Atty for Plaintiff.

Summons 5606

Afterward: On the 24th day of August, A.D. 1888 Summons was filed by the Clerk of the Court which is as follows:

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

We command you to notify J. S. McElroy that he has been sued by Lytle and Co. in the Court of Common Pleas of Union County, and that unless he answer by the 22nd day of Sept. A.D. 1888 the Petition of said Plaintiffs Lytle and Co., against him filed in the Clerk's Office of said Court, such Petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons, on the 3rd day of Sept. A.D. 1888.

Witness my hand and the seal of said Court, this 23rd day of August, A.D. 1888.

Seal. R.B. McElroy. Clerk.

Sheriff's Return 5606.

The State of Ohio, Union County s.s. } Received this Writ August 24th, A.D. 1888, at 7 O'clock A.M. Returned this 24th day of August A.D. 1888. J.M. McElroy not found.

Sheriff's Fee		
Mileage	1	60
Copy		20
Total	1	80

M. Hopkins Sheriff.
By F.S. Wall Deputy.

Order of Attachment

Afterward: On the 24th day of August A.D. 1888, Order of Attachment was filed with the Clerk of the Court which reads as follows:

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

Lytle and Co. Plaintiff
vs
J.S. McElroy. Defendant } To the Sheriff of Union County.

You are command to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys, and effects of the Defendant J.S. McElroy not exempt by law from being applied to the payment of the claims of the Plaintiff Lytle and Co. or so much thereof as will satisfy their claim for One-Hundred-and Twelve and 66/100 Dollars with eight per cent interest from February 19th 1888 and also Ninety-Three and 85/100 Dollars with interest at eight per cent. from January 15th A.D. 1888, and also for Seventy

Five Dollars, the probable costs of this action.

You will make due return of this order on the 2nd day of September A.D. 1888.

Witness my hand and seal of said Court this 23rd day of August, A.D. 1888.

{Seal} R. McCrory Clerk

Office Sheriff Union County, Ohio.

August 24th A.D. 1888.

Received this order on the 24th day of August A.D. 1888, and agreeably to the command thereof, I did, on the 24th day of August A.D. 1888 attach the property described in the Schedule marked "A", here to attached and made part of this Return, inventory and appraisment will fully appear by reference to Former Attachment in case of Peoples Bank as J. S. McElroy attached and appraised August 21st A.D. 1888.

Left a copy of this Order at the late residence of the within named J. S. McElroy.

M. Hopkins Sheriff

By S. S. Wall Deputy.

Schedule "A".

M. Hopkins, Sheriff of Union County, attached under the forgoing order, as the property of J. S. McElroy and hereinafter described as follows, viz:

Situated in the County of Union State of Ohio and bounded and described as follows: being part of V. M. Survey No. 2981 beginning at a stone in a country road, witness an elm, ash, and sugar; thence south with said road 37° E. 148½ poles to a stake corner to Henry Polings land: thence W. with his line 85½ poles to a stake another of his corners: thence N 37° W. 157½ poles to a stake: thence 53° E. 84 poles to the place of beginning, containing 78 acres. Also the following tract: beginning in the original north westerly line of said survey No. 2981 and corner to Cyrus Polings land: thence N 35° 10' W. 81 6/10 poles to a stone and pieces of crock corner to James Shrieves land: thence 53½ W. 148 23/100 poles to a stone and pieces of crock in the line of Reuben Polings land: thence S 35° 10' E. 81 72/100 poles to a stone and pieces of crock in the line of Edwin Wilburs land: N 53½ E. 148 poles with the line of said Wilbur and Cyrus Poling's land to the place of beginning containing 75 acres more or less. Excepting therefrom 25 acres deeded by Paschal Spain to Christopher Oliphant off the west side of the above described premises the amount of land therein described.

Also J. S. McElroy undivided interest in about 40 acres of corn, 10 acres of oats and two stacks of hay

on said premises.

				Sheriffs Fees	
The land at	$45.00	per acre	$5760.00	Service	.80
" Corn "	$15.00	" "		Copies	.20
" Oats "	$ 6.00	" "		Mileage	1.60
" Two Stacks of Hay at			30.00	Inventory	1.00
				Total	3.10

Entry 6606

Afterward: On the 22" day of November A.D. 1888. Entry was filed by the Clerk of the Court which reads as follows:

Loyle and Co.
vs
J. S. Mc"Elroy

This day come the parties and move a trial by Jury and submitted this Case to the Court. Whereupon the Court being fully advised in the premises do find all the allegations of the Plaintiffs Petition to be true, and there is due the Plaintiff on said notes described in his Petition the sum of Two Hundred and Nineteen and 14/100 Dollars at eight per cent. It is therefore considered ordered and adjudged by the Court, that the Plaintiff recover of the Defendant the sum of Two-Hundred and Nineteen and 14/100 Dollars and interest at eight per cent. together with the costs herein expended taxed $.

And it is further ordered and adjudged by the Court that the Defendant pay said sum of money and costs and interest in three days and that an Order of Sale issue to the Sheriff of this County.

Attest P McCrory Clerk

Pleas befor His Honor John A. Price Judge of a Court of 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, October 29" in the year of our Lord One Thousand Eight Hundred and Eighty Eight. Here to fore To-wit:

Petition 5682

The State of Ohio
Union County s.s
Court of Common Pleas
Timothy Fahey, doing business as Fahey's Bank
vs
J. M. Sanders.
Petition.

The Defendant. on the 4" day of June A.D. 1888 executed and delivered to Plaintiff, then and now doing business

Exhibit "A"

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as Faheys Bank, their promissory note of that date, with the warrant of Attorney annexed, which warrant and note with all the credits and endorsements thereon, are hereto attached, marked Exhibit "A" and made part of this Petition.

Exhibit "A"

$119.63/100 One day after date, for value received, we jointly and severally promise to pay Faheys Bank, or Order, at Marion, Ohio, One Hundred and Nineteen and 63/100 Dollars with interest at eight per cent. per annum after maturity, upon principal and upon due and unpaid interest.

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 4" day of June 1888

J. M. Sanders.

Said note is unpaid, except as shown by said indorsements, and there is now due the Plaintiff on said note the sum of One Hundred and Nineteen Dollars and Sixty Three cents, with interest thereon from the 5" day of June, A. D. 1888, at the rate of eight per cent. per annum till paid, payable annually and for costs of suit.

Scofield and Scofield Atty for Pltff

The State of Ohio, Marion County, ss.

William E. Scofield being sworn, says that he is one of the attorney of said Plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

William E. Scofield.

Sworn to by said William E. Scofield before me, and by him signed in my presence, this 5" day of June A. D. 1888.

H. A. Young Clerk Marion Co.

Clerk Fee 25¢ paid by Plaintiff.

The State of Ohio, Marion County s.s. Court of Common Pleas.

Answer Timothy Fahey, doing business as Fahey's Bank

vs

6682 J. M. Sanders

Answer

Answer 6682

By virtue of the warrant of attorney annexed to and mentioned in the foregoing Petition, I, an attorney at law in the several Courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said Plaintiff against said Defendant, on said note, for the sum of One-Hundred and Twenty-Three Dollars and Fifty cents, bring the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed: and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

E. B. Hurfer. Attorney for Defendant

Judgment Entry 6682

Salary's Bank Plaintiff
vs.
J. W. Sanders Defendant

Judgment Entry $123.50/100

This day came the Plaintiff, by its attorney; also appeared in open Court, for and on behalf of said Defendant, E. B. Hurfer an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the Petition in said cause, shown to have been duly executed by said Defendant entered the appearance of said Defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said Defendant, and in favor of said plaintiff, for One Hundred and Twenty Three Dollars and Fifty cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said Plaintiff recover of said Defendant the sum of One-Hundred and Twenty Three Dollars and Fifty cents, bring the amount of said note with interest computed at eight per cent. per annum, from the 1st day of November A. D. 1885: and also its costs herein expended, taxed at $3 75/100 and 25¢ = $4.00

Attest R. M. C. by Clerk

Please before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial
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Petition 5679

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Exhibit "A"

Judicial District of the State of Ohio. October 29" in the year of our Lord One Thousand Eight Hundred and Eighty Eight. Heretofore, To-wit:

The State of Ohio
Union County, ss } In the Court of Common Pleas.
Bank of Richwood
vs
George Clark and Simon Hewitt.

Petition 5674

Plaintiffs are a Company of persons founded for the purpose of carrying on the business of private Banking at Richwood Union County Ohio and are unincorporated.

That the Defendants George Clark and Simon Hewitt on or about the 28" day of September, A.D. 1887, executed and delivered to the said Plaintiffs their promissory note of that date, together with a warrant of Attorney, which Promissory Note, and Warrant of Attorney are hereto attached, marked Exhibit "A", and made part of this Petition.

Exhibit "A"

$106.00 On April 1st A.D. 1888 after date for value received we jointly and severally promise to pay the Bank of Richwood, at their office, One Hundred and Six Dollars, with interest at the rate of eight per cent per annum, on all unpaid principal and interest, after due; interest to be computed every year, with five per cent. Attorney fee, if collected.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or Elsewhere, to waive the issuing and service of process, and appear for us, or either of us, in any of said Courts, at any time after the above note becomes due, and confess judgment thereon, against us, or either of us, in favor of the payee or endorsee 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 Seals
This 23" day of September A.D. 1887.

George Clark
Simon Hewitt.

P.O. Address: Magnetic Springs.

Said Plaintiffs further say that said Promissory Note is due and unpaid: that they are the legal owners and holders thereof, and that there is still due them thereon from said Defendants, the sum of One-Hundred

and Six Dollars, with interest at the rate of eight per centum per annum, from the First day of April, A.D. 1888.

Wherefore the said Plaintiffs ask judgment against the said Defendants for the sum of One Hundred and Six Dollars, with interest thereon at the rate of Eight per centum per annum, from the First day of April A.D. 1888, and for costs of suit.

S. S. Gardiner Pltf. Atty.

Affidavit 5679

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

Affidavit.

S.S. Gardiner, being duly sworn, says that he is the Attorney of Record of said Plaintiffs: That this Action is brought upon an Instrument in Writing for the payment of Money only; that said Instrument in Writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

S. S. Gardiner.

Sworn to by said S.S. Gardiner, before me, and by him subscribed in my presence, this 26th day of October A.D. 1888.

(Seal.)

A. C. Dover Notary Public.

Answer 5679

The State of Ohio
Union County S.S.
Bank of Richwood
vs
George Clark and Simon Hewitt

In the Court of Common Pleas

Answer.

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, Edward C. Cole, an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said Defendant, at the suit of Bank of Richwood against said George Clark and Simon Hewitt and waive the issuing and service of process therein, and confess a judgment in favor of the said Bank of Richwood against said George Clark and Simon Hewitt for the sum of One Hundred and Ten Dollars and Eighty cents, Damages, being the Amount appearing due for Principal and Interest on said Promissory Note, and also for costs of suit, and I do hereby release all errors, and waive all right of appeal.

Edward C. Cole. Defendants Attorney.

Entry 5679

Afterward: On the 29th day of October A.D. 1888, Entry was filed with the Clerk of the Court which reads as follows:

Bank of Richwood
vs
George Clark and Simon Clark.

Judgment by Confession.
$110.80/100

This day came the Plaintiffs by S.S. Gardiner

Petition 5674

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their Attorney, and filed their Petition against said Defendants, and thereupon Edward E. Cole, an Attorney at Law of the Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendants now produced in open Court, proved shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said Defendants herein, and acknowledging that said Defendants did owe and were indebted unto the Plaintiffs as they have in their Petition alleged by virtue of said Warrant of Attorney, confess that there was due from said Defendants to said Plaintiffs on said indebtedness, the sum of One Hundred and Ten and 80/100 Dollars, bearing interest at eight per cent. per annum, and that said Plaintiffs ought to recover of said Defendants a judgment for that sum.

It is therefor considered by the Court here that the said Bank of Richwood Plaintiffs do recover of the said George Clark and Simon Hewitt Defendants, the sum of One Hundred and Ten and Eighty-One Hundredths Dollars so confessed, with interest from October 29th A.D. 1888 at Eight per cent. per annum, and also costs in their behalf expended taxed to $—— and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said Defendants waived and released.

Attest P.M. Conry Clerk

Please befor His Honor John A. Price Judge of a Court of 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, October 29th in the year of our Lord One Thousand-Eight Hundred and Eighty-Eight. Heretofore, To-wit: On the 25th day of October, A.D. 1888. Petition was filed with the Clerk of the Court which reads as follows:

Petition 5674

John C. Gamble as Administrator of Samuel Gamble Deceased
vs
S. H. Laird and Moses Laird

In the Court of Common Pleas.

On the 8th day of November 1887 letters of Administrator on the estate of Samuel Gamble

deceased intestate were by the Probate Court of Union County Ohio duly issued to the Plaintiff who thereupon duly qualified and entred on his duties as such Administrator.

Sheriffs Return

Defendants are indebted to Plaintiff as such Administrator on a promissory note of which the following is a copy with all credits and indorsements thereon.

Copy of Note — 100^{00} February the 25th, 1887. One year after date, we promise to pay to the order of Samuel Gamble, or bearer, One Hundred Dollars at Eight per cent interest per annum for Value Received.

S. H. Laird and Moses Laird.

There are no indorsements or payments on said note.

There is due Plaintiff as such Administrator from the Defendants on such note the sum of One-Hundred Dollars which he claims with interest from the 25th day of February A. D. 1887 at eight per cent.

Entry 5674

Wherefore Plaintiff as such Administrator asks judgment against Defendants in the sum of One-Hundred and Thirteen and $\frac{37}{100}$ Dollars with eight per cent interest from this date and for all proper relief.

J. D. Cameron Atty for Pltf.

John C. Gamble Plaintiff being first duly sworn deposes and says that the facts stated and the allegations made in his foregoing Petition are true as he believes.

John C. Gamble.

Sworn to before me and signed in my presence this 25th day of October A. D. 1888.

R. McCrory. Clerk.

Praecipe 5674 — To the Clerk:

Issue summons to the Sheriff of Union County returnable according to law. Indorse. Amount claimed $113.^{37}/$_{100}$ with interest at eight per cent. from October 25th 1888.

J. D. Cameron Pltf. Atty.

Summons 5674 — Afterward: On the 5th day of November A. D. 1888. Summons was filed with the Clerk of the Court which reads as follows:

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

We command you to notify S. H. Laird and Moses Laird, that they have been sued by John C. Gamble Administrator of Samuel Gamble deceased, in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of November A. D. 1888 the Petition of said John C. Gamble Adm. &c. against them filed in the Clerks Office of said Court, such Petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 5th day of November A. D. 1888.

Witness my hand and the Seal of said Court, this

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24th day of October A.D. 1888 at Marysville Ohio.
{seal} R.B. McCrory Clerk.

Sheriffs Return 5674

The State of Ohio }
Union County ss }

Received this Writ October 25th A.D. 1888. at One oclock P.M. And pursuant to its command on the 3rd day of November, A.D., 1888, I served the same by leaving a true Copy of this Writ with the indorsements thereon at the usual place of residence of the within named Defendants.

M. Hopkins Sheriff.

Sheriffs Fees		
Service		45
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Copy		40
Total	2	77

Entry 5674

Afterward: On the 26th day of November A.D. 1888, Entry was filed with the Clerk of the Court which reads as follows:

In the Court of Common Pleas
Union County.

John C. Gamble Adm.
vs
S. D. Laird and Moses Laird

This day came the Plaintiff by his Attorney and the Defendants still failing to demur or answer to the Petition and bring in default this Case was submitted to the Court upon the Petition and evidence. The Court find the facts stated in said Petition to be true and that there is due to the Plaintiff as such Administrator from the Defendants upon the note in the Petition described the sum of One Hundred Dollars which together with the interest there to this date November 26th A.D. 1888, amount to $114.00 for which sum the Plaintiff is entitled to judgment and for cost.

It is therefore considered ordered and adjudged by the Court that the Plaintiff as such Administrator recover from the Defendant said sum of One Hundred and Fourteen Dollars and his costs herein expended taxed to $ and this judgment is ordered to draw interest at eight per cent. until paid.

Attest R.B. McCrory Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, October 29th in the year of our Lord One Thousand Eight Hundred and

Eighty Eight. Herr to fore of August A.D. 1888, Petition with the Clerk of the Court

Petition

5610

Lizzie J. Gorgas Plaintiff
vs
Lewis H. Gorgas Defendant

To-wit: On the 28th day and Affidavit was filed which reads as follows:

In the Court of Common Pleas.

The Plaintiff, Lizzie J. Gorgas. says that she has been for more than a year last past a resident of the State of Ohio, and is at present a bona fide resident of Union County in said state.

That on the First day of May 1884, at the village of Magnetic Springs, she was married to the said Lewis H. Gorgas. That ever since said marriage she has deported herself as a faithful wife, and has in every way discharged the duties of such relation.

But, she avers, the said Defendant has not so done.

That he has totally disregarded his marital obligations and has, for more than three years, been guilty of continuous and gross neglect of duty.

She says that at the time of said marriage she possessed a comfortable home at the village named, and had beside some personal property. That the Defendant instead of furnishing a home himself, took up his residence with Plaintiff, and has ever since, when not wandering about, lived in Plaintiffs house. That the Defendant has not at any time furnished the Plaintiff with any means of support whatever. He has neglected to supply her with food, clothing and all the other necessaries of life, and instead of giving her anything has obtained money from her to the amount of $800, which he refuses to repay, and has lived entirely, when with her, upon her means. The Defendant is a machinist by trade but has earned nothing thereat since their marriage, and is not disposed to do anything. He is a wanderer, and has gone off to remain for weeks, without advising the Plaintiff of his whereabouts, and is now away from her and has a number of times, returned home in a drunken condition, and lounged about the Plaintiffs house sick from his debauche, and offensive in person and conduct, and at such times he has been abusive and disrespectful in his treatment of the Plaintiff

She further avers that the Defendant has no property whatever, and no means of earning a living besides his said trade. But on account of his slothfulness and idleness this trade avails nothing, and the Plaintiff has been compelled, in order to keep him respectable in appearance, to buy clothes for him, and look after his personal care.

She therefore asks that she may be divorced from this

Proof of Publication.

5610

Notice in Divorce

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Lorvis H. Gorgas, that the marriage contract between her and him may be annulled and she be restored to her maiden name of Lizzie J. McCormick.

J. L. Cameron and E. Tompkins

State of Ohio Union County ss } Lizzie J. Gorgas being first duly sworn says that she is the above named Plaintiff, and that the facts stated in the foregoing Petition are true as she believes.

Lizzie J. Gorgas.

Subscribed in my presence and sworn before me this 25th day of August A.D. 1888.

M. F. Langstaff. J.P.

State of Ohio. Union County ss. } Lizzie J. Gorgas, being duly sworn deposes and says that the residence and whereabouts of one Lorvis H. Gorgas, against whom she has filed a Petition for divorce, are unknown to her and can not with reasonable diligence be ascertained.

Lizzie J. Gorgas

Subscribed in my presence and sworn to befor me this 25th day of August A.D. 1888.

M. F. Langstaff J.P.

Proof of Publication. Afterward: On the 12th day of November A.D. 1888 the following Proof of Publication was filed with the Clerk of the Court.

5610 The State of Ohio, Union County, S.S. } The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with August 29th 1888.

W. O. Shearer.

Sworn to and subscribed before me, this 12th day of November A.D. 1888.

R. McCrory Clerk.

Notice in Divorce. Lorvis H. Gorgas, whose residence and whereabouts are to the undersigned unknown, will take notice that on the 28th day of August A.D. 1888, Lizzie J. Gorgas filed her Petition in the Office of the Clerk of the Court of Common Pleas in and for Union County, Ohio, in which she charges him with gross neglect of duty as a husband for more than 3 years last past, and in which she prays for a divorce from him, and for restoration of her maiden name of Lizzie J. McCormick. He will further take notice that this Petition will stand for hearing at any time after the sixth publication hereof. Lizzie J. Gorgas.

By her Attorney J. L. Cameron. August 29th 1888.

Entry 5610

Afterward; On the 1st day of November A.D. 1888. Entry was filed with the Clerk of the Court which reads as follows:

Lizzie J. Gorgas
vs
Lewis H. Gorgas

In the Court of Common Pleas.

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 find that the Plaintiff has been a resident of said County of Union and State of Ohio for more than five years last past.

That the Defendant has been duly and legally notified of the filing and pendancy of this Petition as required by law.

The Court finds further that the allegations of the said Petition are true and that the Defendant has been guilty of gross neglect of duty as therein stated.

It is therefore considered and deemed by the Court that the marriage relation heretofore existing between said parties be and the same is hereby Annulled and set aside and both parties released from the obligation of the same. It is further deemed that the Plaintiff be restored to her maiden name of Lizzie J. McCormick and that the Defendant pay the cost to this proceeding taxed to $.

Attest R McCreary Clerk

Pleas before Hon Honor John A. Price Judge of a Court of 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, October 29th in the year of our Lord One-Thousand Eight-Hundred and Eighty-Eight. Heretofore To-wit: On the 18th day of September A.D. 1888, A Petition was filed with the Clerk of the Court which reads as follows:

Petition 5629.

Adolphus P. Ruggles Plff.
vs
Hattie M. Ruggles Deft.

In the Court of Common Pleas.

Praecipe 5629

Plaintiff says that he has been

a resident of the State of Ohio for more than a year last past and is now a bona fide resident of said County of Union.

Plaintiff further says that on the 16th day of April A.D. 1886 at Erie County State of New York he was lawfully married to the Defendant whom he prays may be made a party Defendant hereto.

Plaintiff further says that he has all ways been to the said Defendant a faithful Husband: allways ready and willing to provide a home and all the necessaries of life for her. Yet not withstanding all of his devotion and attention to her she has been guilty of gross neglect of duty toward the Plaintiff, wholly refusing and neglecting to live with him or go where he had business and could make a living for themselves. Utterly refusing to leave her Parental Roof and go with him and discharge the duties of a Wife as she was by Law bound to do. Plaintiff further says that he has made frequent overtures to the Defendant, and requested her to go with him and live with him, and discharge the duties of a Wife. Yet she disregarding his requests has refused and neglected him.

Plaintiff further says that during their married life they have as fruits of said marriage one child to wit: John Preston Ruggles, now about two years old. That said Hattie M. Ruggles is cross, fretful and peevish in her temper, and has no house except her parents in which to live and raise said child. That said parents are old, cross, peevish and prejudiced people. Wholly unfit to raise a bright intellectual child like this our now before the Court.

Plaintiff further says that he has prepared a home for said child in every way to promote the welfare health and intelligence of the said child. Where he will have all the advantages of an education and cultivated society, and where his every want both Mental and Physical will be cared for, and he therefor asks that he be delivered the custody, care, control and education of said child John Preston Ruggles.

Plaintiff further prays that upon the final hearing of this Case he be a complete divorce that each party be released from the obligations of said Marriage and that the Marriage relation existing between said parties be wholly dissolved and that the Plaintiff have all further and proper relief in the premises.

J. M. Kennedy Atty for Plff.

Praecipe

To the Clerk:

Issue Summons and Copy of Petition in

5629

the within Case directed to the Sheriff of Erie County New York, for Hattie M. Ruggles in Divorce and custody of child prayed for.

J. M. Kennedy.

Summons 5624

Afterward: On the 24th day of September, A. D. 1888 a Summons in Action for Divorce was filed with the Clark of the Court which reads as follows:

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

To the Sheriff of Erie County New York:

You are commanded to notify Hattie M. Ruggler, that Adolphus P. Ruggles has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a Petition [a true copy of which is herewith delivered to you to be served on her], charging her with gross neglect, and asking that he be divorced from her, and that custody &c. of child be given him, and for other proper relief. Said Petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this Writ.

You will make due return of this Summons on the 1st day of October A. D. 1888.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 18th day of September, A. D. 1888.

[seal]

R. M. Crory Clerk.

Adolphus P. Ruggles
vs
Hattie M. Ruggles

Court of Common Pleas.

State of New York, County of Erie. ss.

Chapin Babcock being duly sworn, deposes and says that he is over twenty-one years of age, and a Deputy Sheriff of said county by occupation.

That on the 22d day of September, A. D. 1888, he served a certified copy of the Petition in the above entitled action together with the Summons in said action on Hattie M. Ruggler the Defendant therein named by delivering to and leaving with her personally a copy of said Summons together with said certified copy of Petition at Eden Erie in said County: and he further says that he knows the person so served to be the same mentioned in papers to be served.

Chapin Babcock.

Fees, $3.70/x. George H. Lamy. Notary Public in and for Erie Co.

State of New York,
Erie County Clerk's Office } ss.

I, Charles A. Orr, Clerk of said County and of the Courts thereof, the same being Courts of Record, do hereby certify, that George H. Lamy before whom the annexed Affidavit was taken, and whose name is subscribed to the certificate of proof thereof, was at the time of taking

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Entry. 5629.

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the same a Notary Public, in and for the said County, duly sworn and acting as such, and authorized to take the same; and further, that I am well acquainted with his hand writing, and verily believe the signature thereto to be his genuine signature.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County at Buffalo, this 24th day of September, A.D. 1885.

(seal)

C. A. Orr. Clerk.

Entry. Afterward: On the 21st day of November, A.D. 1885, the following Entry was filed with the Clerk of the Court.

5629. Adolphus P. Ruggles
vs.
Hattie M. Ruggles.

Court of Common Pleas.

This day this Cause came on for hearing and the Plaintiff came: and the Defendant having been duly served with Summons and a copy of the Petition herein, and having failed to appear the Court find her in default for Answer and Demurrer to said Petition and the allegations thereof are confessed by her to be true.

1. The Court also finds by the evidence produced that the defendant has been guilty of gross neglect of duty in the premises.

2. The Court also finds that said parties were married as stated, and that Plaintiff at the time of filing said Petition had been a resident of the State of Ohio for more than a year last past and is now a Bonafide resident of Union County Ohio.

3. The Court further find that by reason of said gross neglect the Plaintiff is entitled to a Divorce as prayed for.

It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Adolphus P Ruggles and Hattie M. Ruggles be and the same is hereby dissolved and both parties are released from the obligations thereof.

Attest R M Cromley clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial

District of the State of Ohio, 24th day of October in the year of our Lord One Thousand Eight Hundred and Eighty Eight. Heretofore To-wit: On the 19th day of September, A.D. 1888, Petition was filed with the Clerk of the Court which is as follows:

A.J. Boring Plaintiff
vs.
E.P. Rogers and
J.C. Rogers Defendants

Court of Common Pleas.

Petition.

Petition 5631

The Plaintiff says there is due to him from the said Defendants on their promissory note given to Plaintiff [a copy of which is hereto attached] the sum of Seven Hundred and Fifty Three Dollars with eight per cent. interest from May 3rd A.D. 1885.

Sheriffs Return 5631

Therefore the Plaintiff asks judgment against said Defendants for said sum of Seven Hundred and Fifty Three Dollars with eight per cent interest from May 3rd A.D. 1885.

J.W. Robinson, R.L. Woodburn Atty for Plff.

Copy of Note. $753.00/100. Marysville, Ohio, May 3rd 1885.

One day after date we or either of us promise to pay A.J. Boring or order Seven Hundred and Fifty Three Dollars. Value Received with eight per cent. interest from date.

E.P. Rogers and J.C. Rogers

Entry 5631

State of Ohio, Union County s.s.

R.L. Woodburn, being first duly sworn deposes and says that he is one of the Plaintiffs Attorneys in the foregoing action, that said action is for money only - on a written promissory note in his possession for collection. And that he believes the allegations in the foregoing Petition are true.

R.L. Woodburn.

Sworn to before me and signed in my presence by R.L. Woodburn this 19th day of September 1888.

{seal} R.M. Avery. Clerk.

Praecipe To the Clerk:

Issue Summons for Defendants and Indorse 5631 Petition for $753 with eight per cent. interest from May 3rd 1885 on Promissory Note.

J.W. Robinson and R.L. Woodburn.

Summons. Afterward: On the 24th day of September, A.D. 1888. the following Summons was filed with the Clerk of the Court 5631

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

We command you to notify E.P. Rogers and J.C. Rogers that they have been sued by A.J. Boring in the

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Entry 5631

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Court of Common Pleas of Union County, and that unless they answer by the 20th day of October, A.D. 1888. the Petition of said A.G. Boring against them filed in the Clerk's Office of said Court. such Petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 1st day of October, A.D. 1888.

Witness my hand and the Seal of said Court. this

{seal} 19th day of September A.D. 1888. at Marysville. Ohio.

R.B. McCrory. Clerk.

Sheriffs Return

The State of Ohio, Union County, ss.

Sheriffs Return.

Received this Writ September 20th A.D. 1888, at Four oclock P.M. And pursuant to its command, on the 24th day of September A.D., 1888, I served the same by hand true copies thereof with indorsments thereon to the within named E.P. Rogers and J.C. Rogers

M. Hopkins Sheriff.

By S.S. Wall. Deputy.

Sheriffs Fees		
Service.		45
Mileage.	1	12
Copy.		40
Total.	1	97

6631

Entry

6631

Afterward: On the 29th day of October, A.D. 1888. the following Entry was filed with the Clerk of the Court.

A.G. Boring
vs
E.P. Rogers and J.C. Rogers

In the Court of Common Pleas.

This Cause coming on this day to be heard, and jury being waived were submitted to the Court upon the pleadings and the evidence. And the Defendants being in default for Answer and Demurr the Court find that the allegations of the Petition are confessed by them to be true. And the Court find that the Defendants E.P. Rogers and J.C. Rogers are indebted to the Plaintiff A.G. Boring in the sum of Nine Hundred and Sixty Three Dollars and Sixteen cents. It is therefor considered by the Court that the said Plaintiff recover from the Defendants the sum of Nine Hundred and Sixty Three Dollars and Sixteen cents and his costs herein expended taxed at $.

Attest R McCrory clerk

Plea brfor His Honor John A. Price Judge of a Court of 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, October 29th in the year of our Lord One Thousand Eight Hundred and Eighty Eight. Heretofore, To-wit:

Petition On the 4th day of October, A.D. 1888, Petition was filed with the Clerk of the Court which reads as follows:

5647 Lydia A. Morris Plaintiff

vs

Andrew J. Richardson
Samuel W. VanWinkle
Robert McElroy and
Lafayette Webb Defendants

Court of Common Pleas.

Union County Ohio.

Plaintiff says that on the 25th day of July A.D. 1882, A Deed of Assignment was made and duly executed by her and her husband John W. Morris granting to Andrew J. Richardson and Samuel W. VanWinkle as their assignees in which deed of assignment said Lydia A. Morris who was the owner of all of the real and personal property there assigned reserved all of her rights of Homestead and exemption therein under the laws of the State of Ohio.

Said Assignees Andrew J. Richardson and Samuel W. VanWinkle on the 25th day of July A.D. 1882, were duly qualified as said assignees and gave their Bond as such assignees as the Law directs with Robert McElroy and Lafayette Webb as sureties.

A Copy of said Bond is hereto attached marked "A" and made a part hereof. Which bond and sureties was duly approved by the Probate Court of Union County Ohio on the 25th day of July A.D. 1882.

That on the final statement of the said Assignees filed on the 6th day of April A.D. 1887, with the Probate Court of Union County Ohio. There was found a balance in the hands of said assignees of [$464.17] Four Hundred and Sixty Four and Seventeen cents.

Assignees Bond.

Plaintiff further says that there was a condition in said Bond that if the said Andrew J. Richardson and Samuel W. VanWinkle shall administer the said trust in accordance with the provision of the Statute in such case made and provided, and shall faithfully perform all their duties as assignees according to law then these obligations to be void, otherwise to be and remain in full force and virtue in law.

A Copy of which bond is hereto attached marked "A" and made a part hereof. Plaintiff further

says that on the 6" day of July. A.D. 1888, the Probate Court of Union County, Ohio, set off and assigned to said Lydia A. Morris five hundred dollars out of said property so assigned by her to said Assignee in lieu of a homestead she not being the owner of a homestead or of personal property other than the same to the amount and value of the same. And the Court further found on said sixth day of July A.D. 1888, that there was in the hands of said Andrew J. Richardson Four Hundred and Sixty Three Dollars and Seventeen Cents to be applied to the payment of said claim for homestead exemption and said Probate did at the same time order said Andrew J. Richardson to pay to said Lydia A. Morris said sum of $464.17 to be Applied upon said claim for exemption.

In persuance of said order A. J. Richardson has paid to J. M. Kennedy Atty. [$30] Thirty Dollars July 9" 1888 of said money. That he has neglected to pay the balance of the same to said assignee or to her Attorney.

Plaintiff therefor prays a judgment against said Andrew J. Richardson, Samuel W. Van Winkle, Robert McElroy and Lafayette Warbs for the said sum of Four Hundred and Thirty Four and 17/100 Dollars with interest from the 6" day of July A.D. 1888, and for all proper relief in the premises.

J. M. Kennedy and J. W. Robinson Attys for Pltf.

State of Ohio, Union County ss

Lydia A. Morris, being duly sworn says that facts and allegations of the foregoing Petition are true as she believes.

Lydia A Morris.

Sworn to and subscribed by the said Lydia A Morris before me this 4th day of October, A.D. 1888.

James W. Silton
Justice of Peace in and for said County.

Assignee's Bond.

Know all Men by these Presents:

That we, Samuel W. Van Winkle and Andrew J. Richardson as Principal, and as Sureties are held and firmly bound unto the State of Ohio, in the penal sum of Five Thousand and Six Hundred Dollars, So the payment of which well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors and administrators!

Sealed with our Seals, and dated and signed, this 25" day of July A.D. 1882.

The condition of this Obligation is such, That, whereas Lydia Morris and John W. Morris of York Township in the County of Union, State of Ohio, have conveyed and assign

ed all their Real and Personal Estate and Property, Money, Rights and Credits, in trust for the benefit of creditors, to the above bound Samuel W. Van Winkle and Andrew J Richardson: and, whereas, the said hfred of Assignment has been duly produced and filed in the Probate Court of Union County, Ohio, and the said trust accepted by said Samuel W. Van Winkle and Andrew J Richardson, who are approved as such assignees by said Court: Now, Therefore, If the said Samuel W. Van Winkle and Andrew J. Richardson shall administer the said trust in accordance with the provisions of the Statute in such cases made and provided; and shall faithfully perform all their duties as assignee according to law, then this obligation to be void; otherwise to be and remain in full force.

Signed by Samuel Van Winkle (Seal)
Andrew J. Richardson (Seal)
Robert hfg work Mc. Elroy. (Seal)
Lafayette Works. (Seal)

Bond accepted and approved in open Court this 25th day of July A.D. 1855.
John B. Coats
Probate Judge.

Afterward: On the 20th day of November, A. D. 1855, An Entry was filed with the Clerk of the Court which reads as follows:

Entry 6647

Andrew J. Richardson
Samuel W. Van Winkle
Robert Mc. Elroy and
Lafayette Works

This day this cause came on for hearing upon the Petition of the Plaintiff the hfrfendants being in default for answer or hfemurrer to said Petition and the Court being fully advised in the premises do find for the Plaintiff and assess her damage at balance of $364.66/100

It is therefor considered ordered and adjudged by the Court that the Plaintiff recover of the said Andrew J. Richardson, Robert Mc. Elroy and Lafayette Works, said sum of Three Hundred and Sixty-Four and 66/100 hfollars with interest from November 20th, 1855, and her costs herein taxed at $.

Said Samuel W. Van Winkle not being served with summons at the request of said Andrew J. Richardson.

Attest R McCrory Clerk

Please before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, the 29th Day of October in the year of our Lord One Thousand Eight-Hundred and Eighty Eight. Heretofore To-wit:

On the 2nd day of October, A.D. 1888, Petition was filed with the Clerk of the Court.

John Gamble Administrator of
Petition The Estate of Samuel Gamble deceased — To the Court of
vs
5640 A. Johnson Bird, Rosa Gamble Lettona Gamble — Common Pleas
Frankie Gamble, Catharine Wingfield
George Gamble, Elmer Gamble and — Union County O.
Samuel E. Gamble.

The said John Gamble says that he is the duly appointed and qualified Administrator of the Estate of Samuel Gamble late of said County deceased.

That on the 31st day of July 1884 the said Samuel Gamble then in full life entered into a contract in writing with the said A. Johnson Bird for the sale of the following described real estate, situated in the County of Union and State of Ohio, To-wit:

Being a part of what is known as the Wm. Shuler farm and bounded as follows: On the North by the Marysville and Delaware Gravel Road. On the East by land of David Shuler, on the South by the C.C.C. and D. Rail Road on the West by the Springdale Gravel Road and containing Fifty acres more or less, upon the terms as will appear by said written contract a copy of which is hereto attached $1000, Down April 1st, 1885, the balance in equal annual payments of $250, each with interest at six per cent. per annum payable annually from April 1st 1885.

The said A. Johnson Bird went into possession of said premises on the 1st day of April A.D. 1885 and still holds and occupies the same, and he has made the following payments upon the same and no more, to-wit:

He paid to Samuel Gamble, April 1st 1885 the sum of $1216cts, and to Samuel Gamble April 1st 1886 the sum of $188.00 and to Samuel Gamble April 1st 1887, the sum of $150.00 and he paid to this Plaintiff June 11th 1888 the sum of $165.

The Plaintiff says that the said Samuel Gamble died on the 29th day of December 1888, intestate leaving the said Rosa Gamble his widow and the Plaintiff and other Defendants [except said Bird] his only heirs at law and legal representatives. The said Plaintiff and the other heirs at law of said Samuel Gamble are desirous to complete said contract and said Rosa Gamble is ready and willing to join in a deed or execute a separate deed

releasing her dower interest.

The Plaintiff says that said A Johnson Bird having the possession and care of said lands is in arrears for interest and installments, but the Plaintiff is unable to require payment until authorized to make and execute a deed. That by the terms of said written contract said deed was to be made by the First of April 1885, but by mutual consent the time was allowed to go by during its lifetime of said Samuel Gamble.

The Plaintiff therefor prays that said Defendants be made parties and that the amount due upon said contract may be found by the Court and the same ordered paid, and that the remaining installments may be secured and made a charge upon said land and that the Plaintiff may be authorized upon payment of what is due and security for future installments to execute and deliver to said A. Johnson Bird in behalf of the aforesaid heirs at law of said decedent a deed in fee simple for the real estate herein before described and for all proper relief.

J. L. Cameron Atty for Plaintiff.

The State of Ohio Union County ss. John Gamble being first duly sworn says the facts stated and allegations made in his foregoing Petition are true as he believes.

John C. Gamble

Sworn to before me and signed in my presence this 2" day of October 1888.

(Seal) R. McCrory. Clerk.

Copy of Agreement

Article of Agreement entered into this 31" day of July 1884 between Samuel Gamble and A. Johnson Bird

That said Samuel Gamble hath sold and doth hereby agree to convey in fee simple unto said A. Johnson Bird by a good and sufficient deed of general Warranty on or before the 1" day of April 1885 upon the punctual payment by said A. Johnson Bird of the consideration money hereinafter mentioned the following premises situate in Dover Township Union County, Ohio and part of what is known as the Wm Shuler farm and bounded as follows:

On the North by the Marysville and Delaware Gravel Road: on the East by land of David Shuler: on the South by the C. C. C. and I. Rail Road: on the West by the Springdale Gravel Road and containing Fifty acres more or less.

And the said A. Johnson Bird doth hereby agree to pay the said Samuel Gamble the sum of Three Thousand Two-Hundred and Fifty Dollars the consideration money for said premises in the manner following:
$1000. - Down April 1" 1885, and the balance in equal

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annual payments of $250, each with interest at six per cent. per annum payable annually from April 1st 1885.

The said Samuel Gamble agree said A. Johnson Bird shall have possession of said premises April 1st 1885.

In witness whereof the parties have hereunto set their hands and seals this 31st Day of July 1884.

Samuel Gamble {seal}
A. Johnson Bird {seal}

July 31st 1884, Received of A. Johnson Bird, One Hundred Dollars to apply on consideration of said premises within described.

Samuel Gamble.

Praecipe. 5640

To the Clerk:

Issue Summons for Letonia Gamble and Frankie Gamble minors under 14 years of age and for A. Johnson Bird and Rosa Gamble.

Direct to Sheriff of Union County returnable according to law.

John Gamble Administrator of Samuel Gamble

vs

A. Johnson Bird. et. al.

Waiver of Summons

The undersigned having been made Defendants in the above Case hereby waive the issuing and service of Summons or other process and we enter our appearance to said action and consent to the prayer thereof being granted. This 25th day of October A.D. 1888.

George W. Gamble, Elmer E. Gamble, Catharine Ringfield.

Summons 5640

Afterward: On the 15th day of October, A.D. 1888, Summons was filed with the Clerk of the Court.

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

To the Sheriff of the County of Union. Greeting:

We command you to notify Letonia Gamble and Frankie Gamble minors under 14 years of age and A. Johnson Bird and Rosa Gamble that they have been sued by John Gamble as Administrator of Samuel Gamble in the Court of Common Pleas of Union County, and that unless they answer by the 3rd day of November A.D. 1888, the Petition of the said John Gamble, Adm. against them filed in the Clerk's Office of said Court such Petition will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 15th day of October, A.D. 1888.

Witness my hand and the seal of said Court, this 2nd day of October, A.D. 1888.

{seal} Robert McCrory Clerk.

Summons 6-640

Afterward: On the 8th day of October, A.D. 1888, Summons

was filed with the Clerk of the Court which is as follows:

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

We command you to notify Letonia Gamble, and Frankie Gamble, minors, under 14 years of age, and A. Johnson Bird and Rosa Gamble that they have been sued by John Gamble as administrator of Samuel Gamble in the Court of Common Pleas of Union County and that unless they answer by the 3rd day of November A.D. 1888 the Petition of said Plaintiff John Gamble Adm. against them filed in the Clerks Office of said Court, such Petition will by taken as true, and judgment rendered according.

You will make due return of this summons on the 15th day of October A.D. 1888.

Witness my hand and the seal of said Court, this 2nd day of October A.D. 1888.

Seal. R. McCrory. Clerk.

Sheriffs Return 5640.

The State of Ohio. Union County s.s.

Received this Writ October 3rd A.D. 1888, at One o'clock P.M. and pursuant to its command, on the 6th day of October, A.D. 1888, I served the same by handing a true copy of this writ to the within named Defendants Letonia Gamble and Frankie Gamble minors under 14 years of age and Rosa Gamble their mother as Guardian and Rosa Gamble as Def't. A. Johnson Bird not found.

M. Hopkins Sheriff.

Sheriffs Fees.		
Service		60
Mileage	2	56
Copy		80
Total.	3	96

Summons 5640

Afterward: On the 12th day of October, A.D. 1888, the following Summons was filed with the Clerk of the Court.

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

We command you to notify A. Johnson Bird that he et. al. have been sued by John Gamble Adm. of Samuel Gamble in the Court of Common Pleas of Union County, and that unless they answer by the 3rd day of November A.D. 1888. the Petition of said Plaintiffs John Gamble Adm. against them filed in the Clerks Office of said Court, such Petition will by taken as true, and judgment rendered according.

You will make due return of this Summons on the 15th day of October A.D. 1888.

Witness my hand and the seal of said Court, this 6th day of October, A.D. 1888.

{Seal} R. McCrory Clerk.

Sheriffs Return 5640

The State of Delaware

9 o'clock A. of October, within na

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Answer 5640

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Sheriff's Return. 5640.

The State of Ohio, Delaware County, s.s.

Sheriff's Return.

Received this Writ October 6th A.D. 1888, at 9 oclock A.M. and pursuant to its command, on the 10th day of October, A.D. 1888, I served the same by delivering to the within named Defendant A. Johnson Bird a true copy of this summons with all the endorsements thereon.

William Davis. Sheriff
By Edwin Rugg. Deputy.

Sheriff's Fees.		
Service		90
Docket.		50
Mileage	1	28
Copy.		25
Postage		02
Return.		25
Total.	2	60

Answer 5640

Answer of Rosa Gamble.

Now comes Rosa Gamble, Widow, and for answer to the Plaintiffs Petition says she admits that the contract of sale by Samuel Gamble to A. Johnson Bird was made as described in the Petition and that payments were made on it as alleged in Petition.

She says said land sold for Thirty Two Hundred and Fifty Dollars as therein alleged, and she says that she is entitled to Dower therein and her Dower has been applied by this Court at its --- term 1888, but has not yet been assigned. She further that she is of opinion that it would be to the best interest of herself and all the heirs of the Estate that the said contract be completed by making a clean and full title to the said A. Johnson Bird of said land as soon as the contract is completed, and for that purpose she is willing to take her Dower in money instead of land.

She says her age is Seventy-Seven that the value of the land as contracted for and is Thirty Two Hundred and Fifty Dollars. And she is willing to take Dower on that sum according to her age and the Rules of the Annuity Table instead of having it assigned in land.

P. B. Cole and Son. Atty. for Widow.

John C. Gamble
A. Johnson Bird et. al.

Rosa Gamble Defft. being sworn says the facts stated and allegations in the foregoing Answer are true as she believes.

Sworn to before me and signed by her in my presence

Answer 5640

John C. Gamble Administrator of Samuel Gamble

vs

A. Johnson Bird. et. al.

Now comes John Gibson Guardian of Lilonia and Frankie Gamble infants Defts. under the age of six-years. And he hereby enters in his

and their appearance to said Action as Guardian of said infants and hereby becoming a party to said action.

And for Answer to said Petition says that the allegations as to the contract for the sale of the land therein described and the payments therein made he admits to be true. And he consents to the prayer of said Petition.

P. B. Cole and Son, Atty for Defft.

Entry. Afterward: On the 1st day of November, A. D. 1888, Entry was filed by the Clerk of the Court which reads as follows.

5640 John C. Gamble
vs
A. Johnson Bird. And now comes John Gibson, guardian for Letonia and Frankie Gamble infant Defendants and entering his and their appearance to this Petition and has leave to file an Answer as such Guardian which is according to law.

Cole and Son. J. L. Cameron.

Entry 5640 Afterward: On the 22nd day of November A. D. 1888, Entry was filed with the Clerk of the Court.
John C. Gamble as Admr. of Samuel Gamble Deceased
vs
A. Johnson Bird et. als.

The said Defendants having been all legally notified of the pendency of said Petition, this Cause now comes on for hearing upon said Petition the Answer of the Defendants and the testimony.

And the Court being fully advised in the premises finds that said Samuel Gamble on the 31st day of July, 1884 being then in full life entered into a contract in writing with A. Johnson Bird for the sale of the premises in the Petition described. That said A. Johnson Bird paid on the said contract to the said Samuel Gamble in his life time the sum of Twelve Hundred and Sixteen Dollars May 4th 1885 and the further sum of $155 April 1st 1886 and $133 April 14th 1887 and that he paid to the Plaintiff as such Administrator June 1st 1888 One Hundred and Fifty Five Dollars and since said Petition was filed To-wit: November 3rd 1888 has paid to this Plaintiff the further sum of Five Hundred Dollars. That there is Still unpaid upon said contract Fifteen Hundred Dollars to be paid in yearly installments of Two Hundred and Fifty Dollars each at Six per cent. payable annually from April 1st 1888.

The Court find that said A. John Bird is ready able and willing to secure said defered payments by mortgage on said premises and that all parties are willing and desirous of completing said contract and that it will be to the interest

of said minor children for the same to be completed and

She Court further finds that said Rosa Gamble widow of said Samuel Gamble was not a party to said contract but still retained her Dower interest in said land, and that she has filed her answer herein expressing her willingness to part with her Dower interest and take in lieu thereof the value of her interest in money and that her age is Seventy Seven years, and the Court finds the value of interest in the purchase money of said lands to be Eight Hundred and Sixty Two Dollars and Ninety Four cents. It is therefore ordered that said John C. Gamble Administrator of said estate for and on behalf of the heirs at law of said decedent execute and deliver to said A. Johnson Bird a deed in fee simple for said premises free of the Dower of said Rosa Gamble and according to the statute in such cases provided.

And it is further ordered that said A. Johnson Bird execute and deliver to said John C Gamble as such Administrator in trust for said Estate notes for said deferred payments and secure the same by mortgage upon said premises and said deferd payments are hereby made a charge upon said Lands.

She Court further order that said John C. Gamble as such Administrator distribute the purchase money Three Thousand Two Hundrid Dollars as follows:

That he pay to said Rosa Gamble, the sum of Eight Hundred and Sixty-Two $^{94}/_{100}$ Dollars which shall be in full of her share of said purchase money and that the ballance of said purchase money amounting to Three-Thousand Two-Hundred and Eighty-Seven and $^{06}/_{00}$ Dollars, he pay and distribute to the heirs of Samuel Gamble in equal parts. She cost to be paid by the said Administrator out of the assets of said estate.

P. B. Cole and Son.

Attest J. M. Creamy Clerk

Pleas before Her Honor John A. Price Judge of a Court of 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. the 29th day of October in the year of our Lord One Thousand Eight Hundred and Eighty Eight. Heretofore To-Wit;

Petition. The State of Ohio, Union County, } Court of Common Pleas.
5701 The Peoples Bank
vs
Isaac Woggle and William H. Woggle. } Petition Filed Dec. 14, 1888.

The Defendants on the 2d day of April A. D. 1888, executed and delivered to the Peoples Bank, Plaintiff their promissory note of that date, with the warrant of attorney annexed, which warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit A", and made a part of this Petition.

Exhibit "A"

$108 16/100 Marysville, Ohio, April, 2d 1888.

Six months after date, as principal debtors, we jointly and severally promise to pay to The Peoples' Bank, or order, at Marysville, Ohio, One Hundred and Eight and 16/100 Dollars. for value received

And we hereby dispence with the demand of payment of this note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holders or holder 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 5th day of April 1888.

Isaac Woggle {seal}
William H. Woggle {seal}

Said note is unpaid, except as shown by said indorsments, and there is now due the Plaintiff on said note the sum of One-Hundred and Eight Dollars and sixteen cents, with interest at the rate of eight per cent. per annum, from the 2d day of October, A. D. 1888

Wherefore Plaintiff prays judgment against said Defendants for the sum of One-Hundred and Eight Dollars and sixteen cents, with interest thereon, from the 2d day of October A. D. 1888, at the rate of eight per cent. per annum till paid, and for costs of suit.

Brodrick and McCampbell
Attorneys for Plaintiff

The State of Ohio, Union County, ss } C. S. Chapman being sworn says that he is cashier and partner of said Plaintiff, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

C. S. Chapman.

Sworn to by said C. S. Chapman before me, and by him signed

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in my presence, this 5th day of December A.D. 1888.
R.B. McCrory Clerk.

Answer — The State of Ohio
Union County.
5701 The Peoples Bank
vs.
Isaac Woggle and William H. Woggle

By virtue of the warrant of attorney annexed to and mentioned in the foregoing Petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said Defendants in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said Plaintiff, against said Defendants, on said note, for the sum of One Hundred and Nine Dollars and Sixty Seven cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

James B. Cole, Attorney for Defendant

Judgment Entry — The Peoples Bank
vs
Isaac Woggle and William H. Woggle

Judgment Entry
$109.67/100

5701

This day came the Plaintiffs by its attorneys; also appeared in open court, for and on behalf of said Defendant, James B. Cole an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the Petition in said cause, shown to have been duly executed by said Defendants, entered the appearance of said Defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said Defendants, and in favor of said Plaintiff, for One Hundred and Nine Dollars and Sixty-Seven cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said Plaintiff recover of said Defendant the sum of One Hundred and Nine Dollars and sixty seven cents, being the amount of said note with interest computed at eight per cent. per annum, from the 5th day of December A.D. 1888; and also its costs herein expended, taxed at $

Attest R.B. McCrory Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub Division of the Tenth Judicial District of the State of Ohio, the 29th day of October, in the year of our Lord, One Thousand Eight Hundred and Eighty-Eight.

On the 2nd day of October A.D. 1888. Petition was filed with the Clerk of the Court which is as follows:

John Fleck and Albert S. Chapman
vs
John Clark. } Court of Common Pleas.

Plaintiff says they are a firm doing Business in the State of Ohio under the firm name of Fleck & Chapman.

First Cause of Action. There is due Plaintiffs from the Defendant the sum of $62.80/100 with interest from the 19th day of January A.D. 1888, on account which a copy is hereto attached with all the credits thereon marked "A" and made a part thereof.

Said account finally accrued on the 18th day of January A.D. 1888. And on the 20th day of January 1888 at 2.45 P.M. Plaintiff filed with the Recorder of this County under the statute provided for obtaining Mechanics Lien and Affidavit containing an itemized account of the amount and value of such work and labor with all of credits and offsets with a statements of the amounts and times when the same should have been paid which said liens recorded in Book 3 Page 74 of said Recorders office. No part of said indebtedness has been paid therefor asks judgment against said John Clark for the sum of $62 80/100 with interest from 19th day of January 1888, and that in default of payment thereof said premises be sold and the proceeds applied to the payment of said debt and for such other relief as is just.

J. M. Kennedy Atty for Pltf.

The State of Ohio, Union County ss. } A. S. Chapman one of the above Plaintiffs being duly sworn says the facts and allegations of the foregoing Petition are true as he verily believes.

A. S. Chapman.

Sworn to and subscribed by the said A. S. Chapman before me this the 2nd day of October A.D. 1888.

R. L. Woodburn Notary Public.

Praecipe.	To th	
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Praecipe. To the Clerk:

5641 Issue Summons directed to Sheriff of Union County. Indorsed Judgment claimed for $62.50/100 and interest from the 19th day of January 1885 and foreclosure of Mechanics Lien.

J. Mc. Kennedy. Atty for Plaintiff.

John Clark.

1887		To Fleck & Chapman.					
Feb.	4th	For 4½ M. Hemlock Shingles @ 2.40		10	80		
"	23"	" 2 pr 2×4-18 = S. Rs.			60		
Mar.	4"	" Strips			20		
"	10"	" 2½ Thousand H. Shingle @ 2.40		6	00		
"	11"	" 1503 ft. P. Side	2.25	33	82		
"	12"	" 800 " 2 "	2.25	6	75	58	17
April	6"	" 160 ft. ¼ Rg. 50			80		
"	"	" 56 " V. Side	2^2	1	40		
"	"	" 82 " ¼ Stan.	3^2	2	87		
"	"	" Sash 9. W. 12+32	.60	5	40	10	47
"	9	" 40 ft U Side	2^2	1	00		
"	"	" 36 L 12+32	20	7	20		
"	"	" 12 # putty	4		48	8	65
"	14	" 606 ft. P. floor	1.60	9	70		
"	"	" 2 M. H. Shingle	2.40	4	80		
"	"	" 35 ft. ¼ Com	2		70	15	20
"	"	" 680 ft. P. floor	2¼	15	30		
"	15	" 2.0.0. Frames S	1.50	3	00		
"	"	" 2 doors 2.8+6.8	162½	3	25		
"	"	" 2 Transoms	.25		50	22	05
"	19"	" 9 W. Frames	1.25	11	25	11	25
"	25	" 68 ft ¼ Com	2			1	36
May	11"	" 2½ M. Lath	2.60			6	50
Nov	14"	" 2½ " "	2.50			6	25
"	27"	" 28 ft. Com.	2				56
1887 Apr.	7"	" By Cash	$50.00			140	49
" June	16"	" "	15 00				
"	20	308 ft. Ash	1.75	5.8	Int. Jan 18/88		
Nov	12	Cash	10.00			80	39
		Int. to Jan. 18" 1888				6	10
						2	70
		Due F. & C.				62	80

Summons. Afterward: On the 10" day of October, A.D. 1885, Summons was filed with the Clerk of the Court.

5641 The State of Ohio, Union County, ss } To the Sheriff of the County of Union-Greeting:

We command you to notify John Clark that he has been sued by Fleck and Chapman in the Court of Common Pleas of Union County, and that unless he answer by the 3" day of November A.D. 1885 the Petition of said Plaintiffs Fleck and Chapman against

him filed in the Clerk's Office of said Court, such Petition will by taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 15" day of October A.D. 1858.

Witness my hand and the seal of said Court, this 2" day of October A.D. 1858.

{Seal} R. McCrory Clerk.

Sheriff's Return

The State of Ohio, Union County, ss. Received this Writ October 3" A.D. 1858, at 1 o'clock P.M. and pursuant to its command; on the 10" day of October A.D. 1858, I served the same by handing a true copy of this Writ with the endorsements thereon to the within named Defendant.

M. Hopkins Sheriff.

Sheriff's Fees		
Service.		50
Mileage.	1	28
Copy.		20
Total.	1	78

Entry.

5641

Afterward: On the 5" day of December A.D. 1858. Entry was filed with the Clerk of the Court which is as follows.

John Fleck and Albert Chapman vs John Clark } Court of Common Pleas.

Now comes the Plaintiff by their Attorney J.M. Kennedy The Defendant being in default for answer or Demurrer the Court finds that the allegations of the Petition are true, and that there is due to said Plaintiffs from the Defendant John Clark on account for materials furnished as set forth in said Petition the sum of $25.95 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 3" Page 74 of the Union County Records of Liens and that said Plaintiffs is entitled to have the said lien enforced.

It is therefore considered that the Plaintiff Fleck and Chapman recover of the Defendant John Clark the said sum of $25.95 Dollars together with his costs herein expended and that unless the said judgment is paid within 30 days from the Entry hereof that an order may issue to the Sheriff of Union County Ohio commanding him to sell said premises as upon Execution and of his proceedings in the premises he make due return to this Court.

Attest R. McCrory Clerk

Pleas before Hon Honor John A. Price Judge of a Court of 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, the 29th day of October in the year of our Lord One Thousand Eight Hundred and Eighty-Eight. Heretofore, To Wit: On the 27th day of October A.D. 1888, Petition was filed with the Clerk of the Court which reads as follows:

Petition
5677

C. S. Bradley
vs
John W. Grindell

Court of Common Pleas, Union County.

Plaintiff states that on or about the 9th day of September 1886, the Defendant John W. Grindell executed and delivered to him his promissory note of which the following is a copy to wit:

$137.70 Radnor Sp. Ohio. September 9th, 1886.

On or before the First day of April 1887 promise to pay to the order of C. S. Bradley One Hundred and Thirty Seven and 70/100 Dollars—payable at Delaware, Ohio, for value received with interest at the rate of eight per cent per annum until paid without relief from Exemption, valuation or appraisment laws of this State, and it is further agreed that this note shall be due on demand if the maker attempts to move out of the County.

Post Office. Prospect.
County Marion, State Ohio.

John W. Grindell
W. J. Grindell witness.

There are no credits or indorsements on said note and Plaintiff is still the legal owner and holder thereof. There is now due Plaintiff on said note from Defendant the said sum of One Hundred and Thirty Seven and 70/100 Dollars with interest thereon at eight per cent. per annum from the 9th day of September, 1886.

Wherefore Plaintiff prays judgment on said note against Defendant for said sum of One Hundred and Thirty Seven and 70/100 Dollars and costs of suit.

S. S. Gardiner. Atty for Plff.

State of Ohio, Union County ss.

S. S. Gardiner being duly sworn says he is the attorney of the above named Plaintiff duly authorized in the premises that this action is brought on a promissory note for the payment of money only which instrument is in his possession and that he believes the facts and allegations in the foregoing Petition are true.

S. S. Gardiner.

Sworn to and subscribed before me this 26th day of October 1888.

A. C. Lowe. Notary Public.

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To the Clerk:

Issue Summons on the Petition for Defendant to Sheriff of Union County - returnable according to law. Amount claimed on default $189.[90]/[100] and eight per cent. interest from September 9th 1856.

Summons. Afterward; on the 5th day of Nov. A.D. 1858. Summons was filed with the Clerk of the Court which reads as follows:

5677

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

We command you to notify John W. Grindell that he has been sued by C. F. Bradley in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of November, A.D. 1858, the Petition of said Plaintiff against him filed in the Clerks Office of said Court, such Petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 5th day of November, A.D. 1858.

Witness my hand and the Seal of said Court, this 27th day of October A.D. 1858, at Marysville, Ohio.

Seal

R. McCrory. Clerk.

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J. F. W

Sheriffs Return.

The State of Ohio,
Union County, ss.

Received this Writ October 27th A.D. 1858, at one o'clock P.M. And pursuant to its command, on the 5th day of November, A.D. 1858, I served the same by leaving the within named Defendant a true copy with the endorsements thereon.

W. Hopkins Sheriff.

Sheriffs Fees.		
Service.		30
Mileage.	1	92
Copy.		20
Total.	2	42

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Entry.

Afterward: On the 28th day of November, 1858, Entry was filed with the Clerk of the Court which is

Copy of Note "A"

8 5-42

5677

as follows:

C. F. Bradley
vs
John W. Grindell

In the Court of Common Pleas
Union County Ohio.

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This day came the Plaintiff and the Defendant being in default for answer and demurrer the Court find that the Defendant has been legally served with summons and that the allegations of the Petition are confessed by him to be true and that the Defendant is indebted to the Plaintiff upon the note sued on in the sum of One-Hundred and Sixty and [50]/[100] Dollars with eight per cent interest thereon from the first day of this term.

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It is therefore considered by the Court that the Plaintiff

recover of the Defendant the said sum of one hundred and sixty and 70/100 Dollars with eight per cent. interest thereon from the first day of this term and his costs taxed herein at $.

Attest R M McKenny Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Fourth Judicial District of the State of Ohio, the 29th day of October in the year of our Lord One Thousand Eight Hundred and Eighty Eight. Heretofore To Wit:

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

5696

The Peoples Bank vs J. S. McElroy and J. C. Cline. } Petition Filed Nov. 23d, 1888. Civil Action for Money Only.

The Plaintiff say it is a private corporation doing business in Ohio under the Statute in name of the Peoples Bank the above named Plaintiff say that there is due to it from J. S. McElroy and J. C. Cline Defendants on a promissory note made by the Defendants J. S. McElroy and J. C. Cline dated the 4th day of May A. D. 1888, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Five Hundred and Fifty Two Dollars, and Ninety cents, with interest thereon at eight per cent. from the 2d day of August A. D. 1888.

Copy of Note "A" 85-42. 90

Marysville, Ohio, May 4th 1888.

Ninety days after date, as principal debtors, we jointly and severally promise to pay to the Peoples Bank, Or order, at Marysville, Ohio, Five Hundred and Forty-Two and 70/100 Dollars, for value received

And we hereby dispense with the demand of payment of this note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this Note, for the amount of said Note, with eight per cent. interest payable annually after the same shall become due, together with costs of suit, and release all

Errors, and waive all rights of appeal in this behalf.
Witness our hands and seals, this 7th day of May A.D. 1888. Copy. J. S. McElroy (Seal)
J C Cline (Seal.)

The Plaintiff further say that they are the legal owner and holder of said note, that the same is due and unpaid.

Wherefore, the Plaintiff ask judgment against said Defendant for the sum of Five Hundred and Fifty Six Dollars, and Thirty Six cents, with interest at eight per cent. from the 25th day of November A.D. 1888.

R. L. Woodburn Attys for Pl'ffs.

The State of Ohio,
Union County. ss

R. L. Woodburn, the Attorney for Plaintiff duly authorize says this action is upon a promissory note for payment of money only and same is in affiants possession, being duly sworn, says that he believes the statement in the foregoing Petition to be true.

R. L. Woodburn.

Subscribed by R. L. Woodburn in my presence, and sworn by him before me, this 23 day of November A.D. 1888.

R. McElroy Clerk.
By W. M. Winget Deputy.

Answer The Peoples Bank
vs.
5696 J. S. McElroy
J. C. Cline.

In the Court of Common Pleas.

Defendants Answer. Filed Nov. 23

And now come J. S. McElroy and J. C. Cline the above named Defendants, by the undersigned H. 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 Plaintiffs Petition, and against the above named Defendant, for the sum of Five Hundred and Fifty Six Dollars and Thirty six cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

Nov. 23rd A.D. 1888. H. W. Ayers.

Entry The Peoples' Bank
vs
5696 J. S. McElroy
J. C. Cline

Entry. Filed November 23rd, 1888.

This day came the Plaintiff by

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W.L. Woodburn their Attorney, and thereupon came W.W. Ayers one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and here produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs Petition, the sum of $556.$^{36}/_{100}$. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $556.$^{36}/_{100}$ so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per cent. per annum. And by virtue of said warrant of Attorney, all errors are released, and all rights of appeal and all right to file a Petition in error are waived.

Attest D.M. McCorry Clerk

Pleas before His Honor John A. Price, Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio. The 29th day of October, in the year of our Lord One Thousand Eight Hundred and Eighty Eight. Heretofore To Wit:

On the 30th day of August A.D. 1888, Petition was filed with the Clerk of the Court.

Petition

Alice M. Spencer Plff.
vs.
5613 Charles W. Spencer Deft.

To the Court of Common Pleas of Union County Ohio.

The Plaintiff says that she has been a resident of the State of Ohio for more than the year last past and is now a bona fide resident of the County of Union.

On or about the 16th day of October, 1874 at the said County of Union she was married to the Defendant Charles W. Spencer and that there has been born to the said Plaintiff and Defendant as the result of said marriage the following children now living to wit: Edward aged 11 years and Jackson aged 7 years.

The Defendant since said marriage and while Plaintiff was residing in said County has been guilty of gross neglect of duty. In this that bring

able to work and maintain the Plaintiff and said children he neglected and refused to do, and refused to provide food or clothing sufficient for their comfort. Often leaving the Plaintiff without provision. He would go away and be gone for weeks, spending his time in idleness while Plaintiff supported herself as best she could by her own labor and the charity of friends. During the last winter he refused to provide for Plaintiff and her to suffer without sufficient clothing to protect her from the inclement weather. He would also use toward Plaintiff profane vulgar and abusive language whereby Plaintiff was compelled to separate from him and to take in washing for the support of herself and children.

She Defendant has been guilty of extreme cruelty in his profane and abusive language.

Wherefore the Plaintiff prays that she may be divorced from the Defendant and for the custody of said children for reasonable alimony and all proper relief.

J. H. Cameron Atty for Plaintiff.

Praecipe To the Clerk:

Issue Summons and Copy of Petition
5613 to Sheriff of Union County.

Summons Afterward; on the 31st day of August A. D. 1888, Sum-
5613 mons in Action for Divorce and Alimony was filed by the Clerk of the Court.

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

You are commanded to notify Charles W. Spencer that Alice M. Spencer has filed in the Office of Clerk of the Court of Common Pleas of Union County, and State of Ohio, a Petition [a true copy is herewith delivered to you to be served on him], charging him with extreme cruelty and asking that she be divorced from him and that alimony and other relief.

Said Petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this Writ.

You will make due return of this Summons on the 15th day of September, A. D. 1888.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 30th day of August, A. D. 1888.

{Seal.} R. M. Crory. Clerk.

Sheriff's Return. The State of Ohio, Union County } ss. Received 2 o'clock P. M. on the 30th day of August A. D. 1888: and on the 30th day of

Entry. Petition 5554

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August, A.D. 1888, I served the same by hand a true copy with indorsements thereon to the within named Charles W. Spencer. Also served him with a copy of Petition.

W. Hopkins Sheriff
By S. T. Wall Deputy.

Sheriffs Fees		
Service		45
Copy		20
Mileage	1	00
Total.	1	65

Entry.

Afterward: On the 1st day of November. A.D. 1888.

5613 Entry was filed by the Clerk of the Court which reads as follows:

Alice M. Spencer
vs
Charles W. Spencer.

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

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 find that the Plaintiff's residence has been in Union County, Ohio for more than five years last past. The Court finds further that the allegations of Plaintiffs Petition are true and that the Defendant has been guilty of gross neglect of duty as stated in said Petition.

It is therefore ordered and decreed that the marriage relation heretofore existing between said Parties be and the same is dissolved and both parties released from the obligations of the same.

It is furthered ordered that the care, custody, nurture, and education of said children be and the same is decreed to the Plaintiff until the further order of the Court and that the Defendant pay the cost of this proceeding taxed at $.

Attest W. M. Gray Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, the 29th day of October in the year of our Lord One Thousand Eight Hundred and Eighty Eight.

Petition 5554 On the 19th day of May A.D. 1888. Petition was filed with the Clerk of a Court of Common Pleas which reads as follows:

Rachel A. Thomas
vs
Ruben R. Thomas

Court of Common Pleas.
Union County, Ohio.

She said Rachel A. Thomas says she is a bona fide resident of the said County of Union in the State of Ohio and has been for one year past.

That on the 13th day of April, A.D. 1881, at Franklin County Ohio said Plaintiff was lawfully married to said Defendant That one child was born to them, viz: Alice May Thomas six years old living with the Plaintiff

That the Defendant has not lived with the Plaintiff for the last six years but he without cause and wrongfully and willfully abandoned the Plaintiff ever since he left her to wit; for more than six years and has during all of that time been guilty of gross neglect of duty toward the Plaintiff and has done nothing towards the support of Plaintiff or her said child and she has been compelled to support herself alone by her toil and labor. Said Defendant resides in the State of Kansas but the County or Post Office address of said Defendant the Plaintiff not able to give.

She asks a decree of divorce from said Defendant and reasonable alimony for herself and child.

J. W. Robinson. Atty for Plf.

The State of Ohio, Union County ss

She said Rachel A. Thomas being duly sworn deposes and says she believes the allegations of the foregoing Petition are true and she deposes and says she does not know the residence or Post Office address of the Defendant Ruben R. Thomas and is very sure he does not reside in Ohio and service by Summons cannot be made upon him in the State of Ohio.

Rachel A. Thomas

Sworn to before me and signed in my presence by Rachel A. Thomas this 19th day of May A.D. 1888.

R. McCrory. Clerk.

Afterward; On the 31st day of October, A.D. 1888. Proof of Publication was filed with the Clerk of the Court.

Proof of Publication
5554

The State of Ohio,
Union County, ss. She undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune", a newspaper of General circulation in the County of Union, the first publication beginning with May 23d, 1888.

W. O. Shear.

Sworn to and subscribed before me, this 31st day of October 1888. R. McCrory. Clerk. By W. M. Winget. Deputy.

Petition.
5694

Rachel A. Thomas
vs
Reuben R. Thomas

Court of Common Pleas.

Petition for Divorce.

The Defendant whose place of residence is to Plaintiff unknown, is notified that Plaintiff has filed her Petition in said Court against him for divorce and alimony, on the ground of wilful absence for more than three years, and for gross neglect of duty. Said Petition will be for hearing on or before July 7." 1888.

Rachel Thomas.

Afterward: On the 31" day of October, A.D. 1888. Entry was filed with the Clerk of the Court which is as follows:

Rachel R. Thomas
vs
Reuben R. Thomas

This day came the Plaintiff and made proof to the satisfaction of the Court of due notice being given to Defendant. Whereupon this cause being fully heard on the evidence the Court find the allegations of the Petition to be true and therefor it is ordered and adjudged by the Court that the Plaintiff be divorced from the Defendant and the marriage contract between them be and the same is set aside and dissolved and the custody of the child Alice May Thomas be given to Plaintiff and that the costs be paid befor the Entry on the Journal is made.

Attest R. McElroy Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio. the 29" day of October in the year of our Lord One-Thousand Eight Hundred and Eighty Eight. Heretofor, Towit:

Afterward: On the 19" day of November, A.D. 1888. Cognovit, for money only, was filed with the Clerk of the Court.

Petition.

5694

State of Ohio
Union County ss.
L. C. Conrad
vs
Benton and Bro.

In the Court of Common Pleas

Civil Action for Money Only

L. C. Conrad the above named Plaintiff says that there is due to him from Benton & Bro. Partners doing business in Ohio in the name of Benton & Bro. Defendants, on a promissory note made by the Defendants dated the 19th day of September A. D. 1887, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred and Twenty Dollars, with interest thereon at six per cent from its date and eight per cent. from the 19th day of September, A. D. 1888.

Copy of Note.

$120.00 Marysville, Ohio, September, 19th, 1887.

5694

One year after date, for value received, we or either of us, promise to pay L. C. Conrad or order, One Hundred and Twenty Dollars at Marysville, Ohio., with six per cent after date and eight per cent. after due.

And we hereby dispense with demand of payment, protest and notice of non-payment of this Note, and authorize any Attorney-at-Law to appear for us, or either of us, at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere, and waiving the issuing and service of process, to confess judgment against us, or either of us in favor of the holder or holders of this note for the amount of said note, and interest, on the same at the rate of eight per cent. per annum, after the same shall become due, together with costs of suit, and release all Errors and Writs of Error, and waive the stay of Execution and all right of appeal in this behalf. Post Office-Ostrander, Delaware County, Ohio.

Benton & Bro.

The Plaintiff further say that he is legal owner and holder of said note, that the same is due and unpaid and there is now due Plaintiff from Defendant on said note One Hundred and Twenty Dollars with six per cent. for one year and eight per cent. said September 19th, 1888. Whereupon, the Plaintiff ask judgment against said Defendants for the sum of One Hundred and Twenty Dollars with six per cent for one year, with interest at eight per cent. from the 19th day of September, A. D. 1888.

J. W. Robinson Atty for Plff.

The State of Ohio, Union County, ss } L. C. Conrad, 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 is the one of said note with the power of Attorney attached thereto. L. C. Conrad

Answer.

5694

Entry

5694

Subscribed by L. C. Conrad in my presence, and sworn to by him before me, this 19" day of November A.D. 1888
R. M. Crory. Clerk.

Answer.

5694

L. C. Conrad
vs
Benton Bro. } In the Court of Common Pleas

Defendants Answer. Filed Nov. 19/88

And now come Benton & Bro. the above named Defendants, by the undersigned R. L. Woodburn Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs Petition, and against the above named Defendant, for the sum of One Hundred and Twenty-Eight Dollars, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.

Nov. 19" 1888. R. L. Woodburn

Entry

5694

L. C. Conrad
vs
Benton & Bro } In the Court of Common Pleas.

Entry. Filed. Nov. 19" 1888

This day came the Plaintiff by J. W. Robinson his Attorney, and thereupon came R. L. Woodburn of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs Petition, the sum of $128.00. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $128.00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 8% per 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 R. M. Crory clerk

Pleas before Hon Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the 10th Judicial District of the State of Ohio, the 29th day of October in the year of our Lord One Thousand Eight Hundred and Eighty Eight.

On the 6th day of September, A. D. 1888 Petition was filed with the Clerk of the Court.

Petition — Nora M. Thompson vs. Freeman Thompson — Court of Common Pleas. Petition

5619

Plaintiff has been a resident of the State of Ohio for the year last past, and is at present a bona fide resident of the County of Union.

On or about the 25th day of April, 1884, in Union County, Ohio, she was married to the Defendant, and that she has ever since conducted herself toward the said Freeman Thompson as a faithful and obedient Wife.

That there was born of such marriage a son Earl V. three years old past last June.

The Defendant has in disregard of his marital duties for more than three years last past been willfully absent from Plaintiff without any cause or justification on the part of the said Plaintiff.

Therefore Plaintiff prays she may be divorced from the Defendant, and the custody of Child be given to her and such other relief as is proper.

R. L. Woodburn. Atty for Plff.

The State of Ohio, Union County s.s.

Nora M. Thompson, the Plaintiff, being duly sworn says that the residence of Freeman Thompson is unknown to her and is a non-resident of the State and the same by reasonable diligence cannot be ascertained by Plaintiff and that the facts stated in the foregoing Petition are true as she believes.

Nora M. Thompson.

Sworn to before me and signed in my presence this 6th day of September, 1888.

Seal. R. McCrory. Clerk.

Proof of Publication — 5619

Afterward: on the 12th day of November A. D. 1888 Proof of Publication was filed with the Clerk of the Court:

The State of Ohio, Union County, S.S. The undersigned, being duly sworn, says

that a copy of the "annexed" notice was published for six consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with September, 26th, A.D. 1888.

W. O. Shearer.

Sworn to and subscribed before me, this 12th day of November A.D. 1888. R. McCrory. Clerk.

Notice in Divorce.

Freeman Thompson, whose residence and whereabouts are to the undersigned unknown, will take notice that on the 6th day of September, A.D. 1888, Nora Mc. Thompson, filed her petition in the office of the Clerk of the Court of Common Pleas in and for Union County, Ohio, in which she charges him with willful absence for more than three years last past, and in which she prays for a divorce from him, and custody of their son Earl C. and only child.

He will further take notice that this Petition will be for hearing at any time after the sixth week of publication.

Nora Mc. Thompson.

By R. L. Woodburn, Attorney for Plaintiff.

Entry 5619

Afterward: On the 27th day of November, A.D. 1888. Entry was made on the Journal by the Clerk of the Court:

Nora Mc Thompson
vs.
Freeman Thompson

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

Now came the Plaintiff, and the Defendant having been legally summoned by publication, and having failed to appear, the Court find him in default for answer and demurrer to said Petition and find that the allegations thereof are confessed by him to be true. The Court also find, that the Plaintiff at the time of filing her Petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union, and that the parties hereto were married, as in said Petition set forth.

The Court further find upon the evidence adduced that the Defendant has been guilty of willful absence for more than three years last past from the filing of this Petition and gross neglect of duty. And that by reason thereof the Plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Nora Mc. Thompson and Freeman Thompson 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 Plaintiff exclusively.

And the Defendant is hereby enjoined from interfering in any manner with said child or with the Plaintiff in the custody of said child.

But it is hereby ordered that the Defendant have the privilege of visiting said child - at reasonable times - without interfering with Plaintiff.

Pleas before Hon Honor John A. Price Judge of a Court of 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, the 29th day of October in the year of our Lord One-Thousand Eight Hundred and Eighty Eight. Heretofore, To Wit:

On the 15th day of May, A.D. 1888. Petition was filed with the Clerk of the Court:

Petition — Ida Waugh vs Johnston Waugh — To the Court of Common Pleas. — 5549

Union County Ohio.

She Plaintiff says that she has been a resident of the State of Ohio for more than one year last past and that she is now a bona fide resident of Union County. That on the 21st day of January, 1885, she was married to the Defendant. That after her marriage she went with the Defendant to live in Kansas City, but the Defendant neglected to provide for her and she was compelled to support herself by her labor and pay the house rent by taking in washing, the Defendant spending his time in idleness. Plaintiff being unable to support herself and the Defendant separated from him and has since lived with her relatives and friends.

She Defendant has neglected to provide her any food, clothing or home for more than two years. Wherefore Plaintiff charges the Defendant with gross neglect of duty and prays that she may be divorced from him and restored to her maiden name of Ida Randall.

Ida Randall
By Cameron and Woodburn, her Attys.

To the Clerk:

Praecipe — Issue a summons and copy of the Petition to Sheriff of Marion County, Ohio, returnable according to law.
5549
Cameron & Woodburn

Summons — Afterward: On the 22nd day of May, A.D. 1888, Summons was filed with the Clerk of the Court:
5549

Sheriffs Return — 5549

Entry. — 5549

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

You are commanded to notify Johnston Waugh, that Ida Waugh 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 Defendant, and that she be restored to her maiden name Ida Randall, and for other proper relief. Said Petition will stand for hearing during the term of said Court not running, and six weeks from and after the service of this writ.

You will make due return of this summons on the 21st day of May, A.D. 1888.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 10th day of May A.D. 1888.

{seal} R. McCrory. Clerk.

Sheriffs Return

5-5-49

Received 9 o'clock A.M. on the 12th day of May A.D. 1888: and on the 21st day of May, A.D. 1888, I served the same by delivering to the within named Johnston Waugh a true & true and certified copy thereof, together with a certified copy of the Petition- Personally.

P. Kelly. Sheriff of Marion Co. Ohio
By S. B. Rice. Deputy.

Sheriffs Fees.		
Service		30
Copy.		16
Millage (13)	2	24
Petition	2	54
Return		08
Total.	5	32

$3.00 Paid by Plaintiffs Attorney.

Entry.

5-5-49

Afterward: On the 15th day of November, A.D. 1888, Entry was made on the Journal by the Clerk of the Court:

Ida Waugh
vs
Johnston Waugh

This day this Cause came on to be heard upon the Petition and Evidence.

On consideration whereof the Court being fully advised in the premises finds that the Defendant has been legally notified and that the evidence and marriage of the Plaintiff are correctly stated in her Petition. The Court further finds that the Defendant has been guilty of gross neglect of duty and the Plaintiff is entitled to a divorce.

It is therefore decreed by the Court that the marriage relation existing between said parties be and the same is annulled. And the Plaintiff is restored to her maiden name of Ida Randall.

Praecipe 5104

Summons 5104

Sheriffs Return. 5104.

Entry. 5104

Pleas before His Honor John A Price Judge of a Court of 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, the 29th day of October in the year of our Lord One Thousand Eight Hundred and Eighty Eight.

On the 15th day of May, 1886, Petition was filed with the Clerk of the Court which is as follows:

Petition 5104

Charles L. Stout
vs.
Elizabeth Stout

Court of Common Pleas.
Union County, Ohio.

The Plaintiff says: That he is and has been for the year last past and more a resident of said State of Ohio, and that he is now and has been a bona-fide resident of said County of Union

Your Petitioner further says that on or about the 15th day of July 1871, in the County of Union and State of Ohio aforesaid he was married to the said Defendant Elizabeth Stout.

That he has always conducted himself towards Defendant as a good and faithful husband, but the said Defendant regardless of her marital duties towards Plaintiff was on or about the 25th day of February, A.D. 1886 guilty of extreme cruelty towards Plaintiff without any just cause or provocation whatever on Plaintiffs part.

Plaintiff further says that on or about the 28th day of February, A.D. 1886 said Defendant was guilty of gross neglect of duty towards Plaintiff without any just cause or provocation on Plaintiffs part.

Plaintiff therefore prays that a summons may issue notifying Defendant of his filing of this his Petition, according to law. That She be requested to answer the same and that upon the final hearing of this case he may be divorced from said Defendant and for such other and further relief as in equity he may be entitled.

W. B. Hamilton. Plaintiffs Attorney.

The State of Ohio.
Union County s.s.

Charles L. Stout, the Plaintiff, being duly sworn says that the facts stated and allegations in his foregoing Petition are true.

Charles L. Stout

Sworn to before me and signed in my presence this 10th day of May A.D. 1886. Fees. 25¢.

F. M. McAdams. J.P.

Praecipe — Charles H. Stout vs Elizabeth Stout — 5104

To the Clerk:

Issue summons upon the Petition in the above entitled Case together with copy of Petition, returnable according to law.

Endorse "Petition". Divorce claimed.

W. B. Hamilton.

Afterward: On the 24th day of May, A. D. 1886, Summons in "Action for Divorce" was filed with the Clerk of the Court.

Summons.

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

You are commanded to notify Elizabeth Stout that Charles H. Stout has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a Petition [a copy of which is herewith served on her,] charging her with extreme cruelty and 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 term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 24th day of May, A. D. 1886.

Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 15th day of May A. D. 1886.

{Seal.}

J. D. Burgner, Clerk.

Sheriff's Return.

Received 2 o'clock P. M., on the 15th day of May, A. D. 1886, and on the 22 day of May, A. D. 1886, I served the same by handing to the within named Defendant: a true copy thereof together with a certified copy of the Petition

M. Hopkins, Sheriff.

By A. H. Goodman, Deputy.

5104.

Sheriff's Fees		
Service.		60
Copy.		30
Mileage.	4	16
Total.	6	06

Afterward: On the 31st day of October, 1885.

Entry.

Entry was made on the Journal by the Clerk of the Court which reads as follows:

5104

Charles H. Stout vs. Elizabeth Stout. } In the Court of Common Pleas.

Union County Ohio.

This cause this day came on for hearing on the Petition of the Plaintiff and the Court after hearing the testimony of the witnesses and being fully advised in the premises do find for the Plaintiff

1st. That the Defendant has been guilty of gross neglect of duty as charged in the Plaintiff Petition

2nd. That due service of summons had been made on the

the Defendant.

It is therefore ordered adjudged and decreed that the Plaintiff and Defendant be divorced and that the marital relation heretofore existing between them be dissolved and that the Plaintiff pay the costs of this action upon the payment of which this decree is entered herein.

Attest D McCrory Clerk

Petition. 5388

Pleas before His Honor John A. Price Judge of a Court of 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, the 29th day of October in the year of our Lord One-Thousand-Eight Hundred and Eighty Eight. Heretofore, Towit: On the 22nd day of September, A.D. 1887 Petition for Divorce was filed with the Clerk of the Court.

Mary E. Dixon. Plaintiff

vs

Franklin P. Dixon. Defendant.

Court of Common Pleas.

The Plaintiff says:

That she has been a resident of the State of Ohio for the year last past, and is at present a bona fide resident of the said County of Union.

That on or about the 26th day of February A.D. 1871. in the City of Springfield in Clark County Ohio she was married to the Defendant; And she has ever since conducted herself toward the said Franklin P. Dixon as a faithful and obedient wife.

The Defendant disregarding his duties as a husband, has been guilty of extreme cruelty towards her, without any just cause or provocation on her part, that is to say, he has frequently struck and beaten her without cause or provocation, and about the first of June, A.D. 1885 he struck her in the face with his fist, and about the same time he again struck her with his fist, and he frequently struck and beat the Plaintiff up to the time that he abandoned her without cause, towit: nearly two years ago.

The Defendant has also been guilty of gross neglect of duty towards the Plaintiff, and the Defendant although able to work and support his family has furnished the plaintiff and their child nothing whatever in the line of clothing or provisions, or care, for the last two years, and he has aided the Plaintiff in no way to support herself or said child for said two years, and for a longer time, but the Plaintiff has been compelled to support herself and her said child for more than two years last past.

Summons. 5388

She Plaintiff and the Hfendant have as the issue of said marriage our child - a daughter - of the age of fifteen years named Ettie Hixon, who has been cared for and supported by the Plaintiff exclusively for more than two years last past.

She Plaintiff therefore prays that she may be divorced from the Hfendant, that said marriage contract may be annulled and set aside and that she may have such other and further relief as in equity she is entitled to.

Porter and Porter. Attys for Plff.

She Plaintiff being duly sworn makes oath that the facts stated in the foregoing petition are true as she believes.

Mary E. Hixon.

Sworn to by the Plaintiff, Mary E. Hixon before me and signed by her in my presence this 22" day of September, 1887.

{seal.} John D. Burgner. Clerk.

To the Clerk:

Issue a summons in divorce directed to the Sheriff of Hdelaware County, Ohio, against defendant and also a copy of this petition to be served upon Hfendant. Returnable according to law.

Endorse Action for Hivorce.

Porter and Porter. Attys for Plff.

The State of Ohio, Union County ss. } She within named Plaintiff, Mary E. Hixon being duly sworn makes oath, that the residence of the Hfendant Franklin P. Hixon is to her wholly unknown and it cannot with reasonable diligence be ascertained, although she has used more than reasonable diligence to ascertain the same and service of summons cannot be made on Hfendant in this state. She makes this affidavit to enable her to obtain service on Hfendant by publication.

Mrs. Mary E. Hixon.

Sworn to by Mary E. Hixon before me and signed by her in my presence this 17" day of January, 1888.

{seal.} Jas. S. Mc Campbell. Notary Public.

Afterward: On the 7" day of November, 1887, Summons in Action for Hivorce was filed with the Clerk of the Court.

Summons.

5388

The State of Ohio.
Union County, s.s. } To the Sheriff of Hdelaware County - greeting:

You are commanded to notify Franklin P. Hixon that Mary E. Hixon has filed in the office of the Clerk of the Court of Common Pleas of Union County, and

State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him, charging him with cruelty and 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 7th day of November, A. D. 1887.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, Ohio, this 24th day of October, 1887.

(Seal.) John D. Burgner. Clerk.

Sheriffs Return.

The State of Ohio, Hardin County, ss } Received this writ on the

5388. 25th day of October, A. D. 1887: The within named Frank P. Hixon not found in my bailiwick.

Sheriffs Fees.		
Copy		25
Mileage	1	25
Return		25
Postage.		20
Total.	1	95

John S. Scoff, Sheriff Hardin County.

Proof of Publication.

Afterward: On the 29th day of May, 1888, Proof of Publication was filed with the Clerk of the Court.

State of Ohio.
Union County ss

5388.

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 18th, 1888.

W. O. Shearer.

Sworn to and subscribed before me, this 29th day of May, 1888.

Printers Fees $3.00

R. McC. Crory. Clerk.

"Divorce Notice".

Franklin P. Hixon, whose residence is unknown, will take notice that Mary E. Hixon, his wife, did on the 22nd day of September, 1887, file her petition against him in the Court of Common Pleas, of Union County, Ohio, praying to be divorced from the said Franklin P. Hixon and alleging as grounds, therefore, extreme cruelty and gross neglect of duty.

Said cause will stand for hearing at the next term of said Court, which convenes on the 27th day of February, 1888.

Mary E. Hixon.

By Porter and Porter.

Afterward: An Entry was made on the Journal by the Clerk of Common Pleas Court which reads as follows:

Entry. 5388

Petition. 5599

Mary E. Wilson
vs
Entry. Franklin P. Wilson.

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

5388 This day this cause come on to be heard upon the Petition of Plaintiff- the Defendant being in default for answer, demurrer or other defense.

And the Court after hearing the evidence offered by the Plaintiff, do find that the allegations of the Petition are true and the Court find that the Defendant is guilty of gross neglect of duty and of extreme cruelty as alleged in Plaintiffs Petition, and that by reason thereof the Plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mary E. Wilson and Franklin P. Wilson, be and the same is dissolved, set aside, and held for naught, and both parties are released from the obligations of the same. It is further adjudged that the Plaintiff pay the costs herein made taxed at $

Attest W. McElvany Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Sixth Judicial District of the State of Ohio, the 29th day of October in the year of our Lord One Thousand Eight Hundred and Eighty-Eight.

Afterward: On the 7th day of August, A.D. 1888. Petition was filed with the Clerk of the Court which reads as follows:

Petition. Frank M. Cameron. Plaintiff.
vs.
5599 John Swan Jr. James Swan Frick
Elizabeth H. Frick, Mary Garrett
James Barton Key, Elizabeth Robbins,
and her husband Robert A. Robbins,
Mary Gilmer and her husband
William Gilmer Jr. Frank Potter,
Francis Potter and Philip Potter,
Elsie Frick, Robert Garrett, William S. Frick,
and the unknown heirs of John Swan
Defendants.

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

Frank M. Cameron Plaintiff says: That he owns in fee simple and has the possession of the following discribed

Real Estate situated partly in Union and partly in Marion Counties and part of Surveys Nos. 9941 and 9942.
Bounded and described as follows:

Brginning at a stone in the centre of the LaRue and Essels Pike in the south line of Jonathen Bell: thence S. 31° E. 11 5/100 poles to an angle in said pike: thence S 42° E. 30 8/10 poles to a stake in the centre of said pike: thence N. 63° 20' E. 8 8/10 poles to a stake: thence N. 26° 40' W 5 56/100 poles to a stake: thence N 61 3/4° E. 79 73/100 poles: thence N 80° E 56 24/100 poles to a stake: thence N 20° W. 46 poles to a stake: thence S. 80° W 81 5/100 poles to centre of the Creek at Bells and Whites corner: thence with the meanderings of the Creek to Bells S. E. corner in the middle of said creek: thence N 68° 20' W. 84 74/100 poles to the brginning containing 40 acres and 67 rods.

The Plaintiff says That Survey Nos. 9941 of which the above described tract is a part- was patented by the United States to John Swan and patent- duly recorded.

That about the first of April, 1820 John Swan who was then the owner of Survey Nos. 9941- 9920 and other lands in Ohio made and executed a will disposing of all his lands and authorizing his executor to sell and dispose of all his Ohio lands. Shortly after executing said Will John Swan died and said Will was duly admitted to Probate.

The original executor of John Swan died without having disposed of said Surveys Nos. 9941- 9920 and other lands in Ohio and in the year 1840 by certain legal proceedings then had in the Court of Common Pleas of Union County, Ohio. it was made to appear to said Court that the executors of John Swan had died leaving said lands undisposed of and it was by said Court ordered that one Mathew J. Gilbert be and he was appointed Administrator "de bonis non" with the will of John Swan annexed. That afterwards to wit: On the 25" day of October 1840, said Survey Nos 9941- 9920 and other lands in Ohio being still undisposed of said Mathew J. Gilbert for a full and valuable consideration conveyed said Survey Nos: 9941, 9920 and other Ohio lands to James Swan by deed duly executed and recorded in Vol. 40, Page 42 of Union County Records.

That afterwards about the year A.D. 1850, said James Swan for a full and valuable consideration and all that part of the lands herein first described that lies in Survey Nos. 9941, to one Peter Hopkins the said lands so sold to Peter Hopkins lies bitween the line of said Survey Nos. 9941 and the Essex and LaRue Pike and at the time of said sale was wholly unimproved.

The said Peter Hopkins took the possession of said lands about the year 1850 and made a payment thereon and was and have a deed upon full payment being made said Hopkins made lasting and valuable improvement on said

lands and fully paid out for the same in his lifetime but neglected to apply for or obtain a deed.

Said Peter Hopkins in the year 1866 died sieged of said lands and the same was partitioned and sold as part of his Estate

The Plaintiff has a connected chain of title from said Peter Hopkins to himself for said lands, and the Plaintiff and those through and under whom he claims have had the exclusive, open, & notorious continued adverse possession of said lands for more than thirty seven years last past.

The Plaintiff says that John Swan at the time of his death was a resident of the City of Baltimore Md. and that James Swan was one of his children and heirs but the other heirs of John Swan are wholly unknown to the Plaintiff and he has used due diligence to learn who they are and where they reside.

Plaintiff says that James Swan died in the year 1859 leaving a will by the terms of which all his property was divided to his son John Swan Jr. his daughter Ann E. and the children of his deceased daughter Ellen. after the death of James Swan said will was duly admitted to Probate and a copy thereof is recorded in Book "A". page 246 of Union County Records of Wills.

The Plaintiff says that said John Swan Jr. now lives in Baltimore Md.. Said Ann E. Swan intermarried with one Wm. F. Frick and that she died in the year 1880 leaving three children, all residents of Baltimore Md. to wit: James S. Frick intermarried with C. Elsie Frick – Elizabeth H. Frick, Mary Garrett wife of Robert Garrett.

The deceased daughter Ellen mentioned in the Will of James Swan was the wife of Philip Barton Key, she died leaving the following children, to wit:

Philip Barton Key now living in New York City. Elizabeth married to Robert A. Hobbins, Mary married to William Gilmer Jr. Ellen married to Frank Porter. Ellen died last January leaving two minor children, to wit: Francis and Philip who now live in New York City.

Plaintiff says: That the deed from the Administrator "de bonis non" of John Swan to James Swan mentioned all the lands in Ohio not previously disposed of but the facts does not appear of record that said Surveys Nos. 9941 and 9920 were not previously disposed of.

Plaintiff says that by reason of the said defect in the deed from John Swan Administrator and by reason of the fact that James Swan after securing full pay for said land did not convey the same, it leaves a cloud upon the Plaintiffs title and Plaintiff files this his Petition so that he may be allowed to prove the fact herein alleged and have his title quieted. The Plaintiff says that in equity he should receive from the said Defendant a deed of

of conveyance for said lands and that they each should be estopped from ever setting up or claiming any title adverse to the Plaintiff.

Plaintiff prays that all of said Hfendant may be duly and legally notified of the filing of this Petition that a hearing may be made hereon and that upon final hearing the Plaintiffs title to said may be quieted and put at rest and said Hfendant each decreed to convey or quit claim to Plaintiff and that they be estopped and enjoined from ever setting of any claim to said lands adverse to Plaintiff and for all such other and further relief as the nature of the Case may require.

J. K. Cameron. Atty for Plf.

State of Ohio, Union County ss) Frank M. Cameron first being duly sworn says he believes the facts stated in the foregoing Petition to be true.

Frank M. Cameron.

Sworn to before me and signed in my presence this 7th day of August. A. D. 1888.

R. McCrory. Clerk.

Entry. Afterward: On the 7th day of August, A. D. 1888. Entry was made on the Journal by the Clerk of the Court.

5599 Frank M. Cameron

vs

John Swan Jr. and other Hfendants

It being made to appear to the Court that the names and residences of the heirs of John Swan are unknown to the Plaintiff. It is ordered that notice of the pendency and prayer of this cause be made on them by publication in the same manner and for the same time as in case of other non-residents Hfendants.

Aug. 7th 1888.

John A. Price

Judge of Court of Common Pleas.

Legal Notice.

affidavit. Afterward: On the 7th day of August, 1888, Affidavit for Publication was made on the Journal by the Clerk of the

5599 Court which reads as follows:

Frank M. Cameron

vs

John Swan Jr. et. als

In the Court of Common Pleas.

Union County, Ohio.

Frank M. Cameron Plaintiff being first duly sworn says that service of summons can not be made on any of the Hfendants in this state and that the names and residence of the heirs of John Swan are unknown to Plaintiff and can not with reasonable diligence be ascertained.

The following are the places of residence of defendants

so far as known viz:
John Swan Jr. James S. Frick, E. Elsie Frick, Elizabeth H. Frick Mary Garrett, Robert Garrett, Elizabeth H Robbins, Robert A. H Robbins Mary Gilmer, William Gilmer, William S. Frick, all live in Baltimore Maryland. James Barton Key, Frank Potter, Frances Potter, Philip Potter, all live in New York City, New York.

This Action is to quiet the Plaintiffs title to certain lands in Union County, Ohio, and to exclude Defendants from any interest whatever and is one of the causes mentioned in section 5048. of the Revised Statutes of Ohio.

Frank M. Cameron.

Sworn to before me and signed in my presence this 7th day of August. 1888.

R. McCrory. Clerk.

The State of Ohio,
Union County ss

She 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, 8," 1888.

J. H. Shearer.

Sworn to and subscribed before me, this 30th day of October, 1888.

R. McCrory. Clerk.

"Legal Notice".

Legal Notice.

John Swan, Jr., James S. Frick, Elsie Frick, Elizabeth H. Frick, Mary Garrett, Robert Garrett, Elizabeth Hobbins, Robert A. Hobbins, Mary Gilmer, William Gilmer, William S. Frick, of Baltimore Maryland; James Barton Key, Frank Potter, Frances Potter, and Philip Potter, of New York City; and the unknown heirs of John Swan, will take notice That on the 7th day of August, 1888, Frank M. Cameron filed his petition in the Court of Common Pleas of Union County, Ohio. No. 5599, against the above named parties, setting forth among other things that John Swan in his life time was the owner of Survey No 9920-9941, and other land in Ohio; that his Administrator de bonis non conveyed said lands to James Swan; that James Swan, about the year 1850, sold part of Survey No 9941, which is fully described in said Petition, and lies partly in Union and Marion Counties, to Peter Hopkins, and full payment was made therefor, possession taken, and lasting and valuable improvements made, but said James Swan failed to make said Hopkins a deed therefor; that the Plaintiff is in possession of said land claiming title under said Hopkins and by the failure of said Hopkins to procure and have recorded a deed, the Plaintiffs recorded chain of title is

incomplete. The praye is that Plaintiffs title may be quieted and the heirs of James Swan, deceased, convey to Plaintiff; and in default of conveyance that the decree operate as such, and for general relief.

Defendants are required to answer on or before the 29th day of September, A.D. 1888, or judgment may be taken against them. Plaintiff will take Deposition in said case at the office of J. William Baldwin, Attorney in the City of Columbus, State of Ohio, September 12th, 1888, between six o'clock A.M. and six o'clock, P.M.

Frank M. Cameron.

J. M. Cameron, Attorney.
Printer's Fee. $17.50.

Motion 5599

Afterward: On the 1st day of November, A.D. 1888. Motion was filed with the Clerk of the Court which is as follows:

Frank M. Cameron
vs
John Swan Jr. et.als.

On motion to the Court by the Plaintiff it is ordered that Joseph M. Kennedy be and he is appointed as guardian "ad litem" for Frances and Philip Potter and thereupon came said Joseph M. Kennedy and accepted said appointment and filed his answer on behalf of said minors.

Answer

Afterward: On the 1st day of November, 1888, Answer of Guardian ad litem was filed in the office of the Clerk. 6-5-99

Frank M. Cameron
vs.
John Swan et.als.

In Union County
Court of Common Pleas.

Joseph M. Kennedy having been appointed guardian for this suit of said minor children Frances and Philip Potter and files this his answer on behalf of said wards and says he denies the allegations of the Petition and asks the Court to protect the interest of his said wards.

Joseph M. Kennedy. Guardian Ad Litem.

Entry 5599

Thursday November 1st A.D. 1888.

This day came on this cause to be heard upon the pleadings and evidence and was argued by counsel and submitted to the Court, on consideration whereof the Court being fully advised in the premises finds that all the said Defendants have been duly and legally notified of the filing and pendancy of this Petition. The Court further find that the said John Swan was the owner of said Surveys 9941-9920 and that

Petition. 5668

he disposed of the same by Will as set forth in said Petition.

The Court further finds that afterwards said Surveyor bring - - at- said Mathew Gilbert was authorized to sell said lands as stated in said Petition and that he sold the same to James Swan as stated in said Petition.

The Court further finds that afterwards, about the date named in said Petition the said James Swan sold said lands to Peter Hopkins and received full payment therefor, that at the time of said sale said lands was in a state of nature and said Hopkins took possession thereof prior to 1850 and made lasting and valuable improvements thereon and held said possession until his death when said lands descended to his heirs and from them Plaintiff

That said James Swan agreed in writing to make a deed for said lands upon payment but neglected to do so.

The Court finds that the Defendants are the only heirs of James Swan and that the Plaintiff is entitled to have his title quieted as prayed for in his said Petition.

It is therefor considered and adjudged by the Court that the Defendants convey to said Plaintiff the legal title to said lands within three days and in default that this decree operate as a conveyance to said Plaintiff and it is ordered that title of the said Plaintiff be and it is hereby quieted and put at rest and the Defendants forever enjoined from interfering with said Plaintiff or those claiming under him in the full possession enjoyment and disposition of said premises, and Plaintiff is ordered to pay the costs.

Attest R M Cross Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Sixth Judicial District of the State of Ohio the 29th day of October in the year of our Lord One Thousand Eight Hundred and Eighty Eight.

On the 19th day of October, A. D. 1888. Petition was filed in the office of the Clerk which reads as follows:

Petition.

James Marks. Plaintiff

vs

L. M. Crary and C. B. Holycross. & Samuel Marks. Defendants.

5668

In the Court of Common Pleas

Union County. Ohio.

The Plaintiff says that there is due him from the Defendants L. M. Crary and C. B. Holycross as joint makers and Samuel Marks as indorsers upon the promissory note a copy of which with all the indorsements

thereon is hereinafter set forth the sum of One-Hundred Dollars with interest thereon from February 16th, 1884.

The said promissory note with all the indorsements and credits thereon is in the following words and figures.

Copy of Note 5668

$100.00 Pottersburg, Ohio. February 16th 1884.

One year after date we promise to pay to the order of Samuel Marks One Hundred Dollars, Value received at eight per cent. interest. L. M. Crary.

Indorsed (signed) C. B. Holycross

(in Blank) Samuel Marks.

March 3rd, 1887 received on the within Note $15.00 as interest.
March 16th, 1887 $10.00 " "
April 2nd, 1888 " " " " " " $5.00 worth of tile as interest.

Thereupon the Plaintiff James Marks the owner and holder of said promissory note asks judgment against said L. M. Crary and C. B. Holycross as makers and Samuel Marks as indorser of said promissory note for One-Hundred Dollars ($100.00) with interest from February 16th, 1884 and costs and all other and further relief to which he may be entitled.

Cole and Bales.
Attys for Plaintiff.

The State of Ohio, Union County ss.

Burnham C. Bales makes oath that he is the attorney of the above named Plaintiff James Marks that the above pleading is founded upon a written instrument for the payment of money only and said instrument is in the possession of the affiant and that he believes the facts stated in the said Petition are true.

Burnham C. Bales.

Sworn to before me by said Burnham C. Bales and by him signed in my presence this 19th day of October, 1888.

{seal} R. M. Crary. Clerk.

Praecipe 5668

To the Clerk.

Issue summons to Sheriff of Union County Ohio for the Defendants L. M. Crary, C. B. Holycross. Returnable according to law. Endorse. Money Only. Amount claimed $103.46 eight per cent interest from October 19th, 1888.

Cole and Bales.

Summons. 5668.

Afterward: On the 26th day of October, 1888, Summons in Action for Money only was filed in the Office of the Clerk of Court.

The State of Ohio. Union County, ss.

To the Sheriff of the County of Union:

We command you to notify L. M. Crary, C. B. Holycross that they have been sued by James Marks in the Court of Common Pleds of Union County and that unless they answer by the 17th day of November A.D. 1888, the Petition of said --- against them filed in the Clerk's office

Sheriffs Return. 5668

of sa... judgm... 29th da... this ... She... A.M. ... the 2... a tru... Sheri... Servic... Mile... Copy... Total ... was ... Jam... L. M... Sam... his ... Holy... Coun... by th... and ... in th... here... Plain... C. B. ... per ce... taxed ... Coun... in t... Unio... Nist... year

of said Court, such Petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 29th day of October, A.D. 1888.

Witness my hand and the Seal of said Court, this 19th day of October A.D. 1888 at Marysville, Ohio.

[Seal] R.B. McCrory. Clerk.

Sheriffs Return. 5668

The State of Ohio, Union County ss

Received This Writ October 19th, A.D. 1888, at 1 o'clock P.M. And pursuant to its command, on the 25th day of October A.D. 1888, I served the same by delivering a true copy to the within named Defendants with a certified copy of the indorsements thereon.

M. Hopkins. Sheriff.

Sheriffs Fees		
Service		45
Mileage	1	60
Copy.		45
Total.	2	50

Afterward: On the 7th day of December, 1888. Entry was made on the Journal by the Clerk of the Court.

Entry. 5668

James Marks Plaintiff.
vs.
L.M. Crary C.B. Holycross and Samuel Marks Defendant.

Now comes the Plaintiff by his attorneys and the Defendants L.M. Crary and C.B. Holycross being in default for answer and demurrer the Court find that the allegations of the Petition are confessed by them to be true and find that the Defendants L.M. Crary and C.B. Holycross are indebted to the Plaintiff James Marks in the sum of One Hundred and Seven and $\frac{85}{100}$ Dollars to December 7th 1888.

It is therefore considered by the Court that the said Plaintiff recover from the said Defendants L.M. Crary and C.B. Holycross the said sum of 107\frac{85}{100}$ with interest at eight per cent. from December 7th 1888. and his costs herein expended taxed to $.

Attest R.B. McCrory Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Sixth Judicial District of the State of Ohio, the 24th day of October in the year of our Lord One Thousand Eight Hundred & Eighty Eight.

On the 21" day of May, 1888. Petition was filed with the Clerk of the Court.

Petition. In Re. Change of the name of Lillie Hall Maughmer. } Court of Common Pleas.

5555

She Petitioner Lillie Hall Maughmer respectfully represents to this Court that she resides in this County of Union and has been a bona fide resident thereof for a year last past - prior to the filing of this application. That she is now about 21 years of age and is desirous of having her name changed for the following reasons, to wit:

When at the tender age of seven years her mother (her father being then deceased) unnaturally and without a cause, and for the sole object and purpose of relieving herself of her motherly duties toward your Petitioner willfully and falsely charged your Petitioner with an offence against the laws of Ohio. and had your Petitioner committed to the Girls Industrial Home of Ohio and deserted her and has ever since failed to act the part of a mother towards your Petitioner or to recognize her in any way or manner. Your Petitioner desires to have her name changed to that of Eleanor Harriett Miller.

Wherefore your Petitioner prays that an order may be made changing her name to the name of Eleanor Harriett Miller.

S. S. Gardiner. Atty for Petitioner.

State of Ohio. Union County ss } Lillie Hall Maughman being duly sworn says the facts and allegations in the forgoing Petition are true as she believes.

Lillie Hall Maughmer.

Sworn to and subscribed before me this 21" day of May 1888.

{seal} A. C. Howe. Notary Public.

Proof of Publication. Afterward: On the 1" day of November, 1888. Proof of Publication was filed with the Clerk of the Court.

State of Ohio. Union County ss } She undersigned, being duly sworn says that a copy of the annexed notice was duly published in the Union County Journal - a newspaper of general circulation in the County of Union - the first publication beginning with May 24" 1888.

A. J. Hare.

Legal Notice. Notice is hereby given that Lillie Hall Maughmer, on the 21" day of May, 1888. filed her application in the Court of Common Pleas of Union County Ohio. being Cause No. 5555 on the docket thereof, praying that her name be

Petition 5615

changed to Eleanor Harriett Miller.

Said Petition will be for hearing on or after the 22" day of June 1888.

S. S. Gardiner. Atty for Plaintiff.

Sworn to and subscribed before me this 1" day of November, 1888.

R. McCrory. Clerk.

Afterward: On the 1" day of November A.D. 1888. Entry was filed on the Journal by the Clerk of the Court.

Entry.

In Re. Change of name of Lillie Hall Maughmer.

5555

This day came the Petitioner herein and thereupon her Petition came on to be heard and the Court being satisfied by proof in open Court of the truth of the facts set forth in the Petition and that there exists proper and reasonable cause for changing the name of the Petitioner and that due notice of the intended application in said Petition was given by Publication in the Union County Journal, a newspaper in general circulation in this County thirty days before the filing of the said Petition.

It is therefor ordered and decreed by the Court that the name of this Petitioner Lillie Hall Maughmer be and the same hereby is changed to Eleanor Harriett Miller as prayed for in said Petition.

It is further ordered that the Petitioner pay the costs herein within thirty days or that epecution issue therefor.

attest R. McCrory Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, on the 29" day of October in the year of our Lord One Thousand Eight Hundred and Eighty Eight.

On the 8" day of September, 1888. Petition was filed with the Clerk of the Court which is as follows:

Petition

5615

Mary Roberts. Plaintiff

vs.

W. H. Crary, L. M. Crary and Isaac Willet Defendants.

In the Court of Common Pleas

Union County, Ohio.

Defendants are indebted to Plaintiff on a promissory note of which the following is a copy with all credits and indorsements:

North Lewisburg, Ohio. April 10" 1882.

One year after date, for value received, we promise to pay to Mary

Wilson or order the sum of five hundred and fifty dollars with interest at eight per cent.

W. H. Crary, L. M. Crary and Issac Willet.

There are indorsements on said note as follows:

Our years interest paid on the within note April 10th 1883. $44.00 Received on the within note the interest for one year May 25th 1884.

Our year interest paid on the within note $44.00 April 10th 1885

Our year interest paid on the within note April 10th 1886. $44.00

Our year interest paid on the within note to April 10th 1887, $44.00

$250.00 paid on the within note March 30th, 1887.

There is due Plaintiff from Defendant on such note the sum of two hundred and ninety-four dollars with interest at eight per cent. per annum from April 10th 1887.

Since the execution of said note April 10th, 1882 the said Mary Wilson has married Sherman Roberts and her name is now Mary Roberts, the Plaintiff

Wherefor the Plaintiff Mary Roberts asks judgment against the Defendants W. H. Crary, L. M. Crary and Isaac Willet in the sum of two hundred and ninety-four dollars with interest at eight per cent. per annum from April 10th, 1887.

A. H. Palmer,
Cole & Bales. Attys for Plff.

State of Ohio
Union County ss

Edward E. Cole being first duly sworn says he is one of the attorneys of Plaintiff duly authorized herein; that the above pleading is founded upon a written instrument for the payment of money which instrument is now in affiants possession and that the facts stated in the above pleading are as affiant believes true.

Edward E. Cole.

Sworn to and subscribed before me this 8th day of September, 1888.

(Seal.) M. M. Crory. Clerk.

I do hereby waive the issuing and service of Summons in the above action, and enter my appearance - reserving no rights - excepting the acknowledging notice and entering my appearance in the above actions September 8th, 1888.

Isaac Willets.

To the Clerk:

Issue Summons in the above entitled Case to Sheriff of Union County, returnable according to law. Indorse amount claimed by Plaintiff $294.00 with eight per cent. interest from April 10th 1887.

A. H. Palmer, Cole & Bales, Atty for Plff.

Afterward: On the 6th day of September, 1888. Summons was filed in the Office of the Clerk of Common Pleas.

Summons. 5615

Sheriffs Return. 5615

Entry. 5615

Entry 5615

Summons. 5615

The State of Ohio
Union County, ss.

To the Sheriff of the County of Union.

We command you to notify W. H. Crary and L. Mc. Crary That they have been sued by Mary Roberts in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of October A. D. 1888, the Petition of the said Mary Roberts against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 17th day of September, 1888.

Witness my hand and the Seal of said Court, this 3rd day of September, A. D. 1888, at Marysville, Ohio.

(Seal.) R. Mc. Crory. Clerk.

Sheriffs Return. 5615

The State of Ohio.
Union County, ss.

Received this Writ September 4th A. D., 1888, at 9 o'clock A. M. and pursuant to its command, on the 6th day of September A. D., 1888, I served the same by handing true copies thereof with indorsements thereon to the within named W. H. Crary and L. Mc. Crary.

Sheriffs Fees		
Service.		45
Mileage.	1	60
Copy.		40
Total.	2	45

M. Hopkins Sheriff.
By S. F. Wall. Deputy.

Entry. 5615

Entry was filed with the Clerk of the Court.

Mary Roberts
vs
Wm. Crary. et. al.

Afterward: On the 29th day of October, A. D. 1888 On motion leave is granted to Isaac Willet one of the Defendants in the above action to file an answer by November 3rd 1888.

Entry 5615

Afterward: On the 1st day of November, 1888. Entry was filed with the Clerk of the Court which reads as follows:

Mary Roberts
vs
W. H. Crary, L. Mc. Crary
and Isaac Willet

This day this cause was submitted to the Court by the Plaintiff and the Court finds that all the said Defendants have been duly served by summons or have duly entered their appearance and leave to file answer to Isaac Willet and L. Mc. Crary having been withdrawn and entry of same to Isaac Willet by agreement is stricken from the Journal. All of said Defendants are in default for answer or demurrer to the Petition herein the Petition is taken as confessed by them. Whereupon it is adjudged by the Court

That the said Plaintiff Mary Roberts recover against the said W.H. Crary, L.M. Crary and Isaac Willet the makers of the promissory described in the Petition the sum of Three-hundred and thirty and 5/100 Dollars, to draw interest at the rate of eight percent. per annum from the first day of the present Term of this Court, towit:
October 24th, 1888 together with his costs in this behalf incurred taxed to $.

And it being made to appear to the Court that the Defendants L.M. Crary and Isaac Willet signed the note here sued on as sureties for their Defendant W.H. Crary, the Court find that W.H. Crary is principal debtor and L.M. Crary and Isaac Willet Sureties in the above judgment and it is ordered that execution issue accordingly.

R.L. Woodburn Atty for Isaac Willet.
Brodrick & McCampbell. Attys L.M. Crary.

Attest R.M. Corry Clerk

Motion 4861

Answer 4861

Pleas before His Honor John A. Price Judge of a Court of 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, the 29th day of October in the year of our Lord One Thousand Eight Hundred and Eighty-Eight:

On the 28th day of August, 1885, Petition was filed with the Clerk of the Court, which reads as follows:

Petition 4861

C.C. Walk
vs
Jonathan Hammond

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

The Plaintiff C.C. Walk, says this cause came into said Court by appeal from the Docket of J.J. Turner J.P. of Union Township, Union County, Ohio.

Plaintiff further says that the Defendant Jonathan Hammond is indebted to him in the following account, towit:

For	$1.50
October 10th, 1883	$1.50
October 1884. Hfr. to boarding hand while engaged in threshing clover	$2.00, Total $5.00

That all of said work was due and board furnished by a contract and agreement with the said Jonathan Hammond and all of which is due and unpaid.

Plaintiff therefore prays Judgment against the said Jonathan Hammond for said sum of five dollars with interest from the 1st day of October 1884 with costs of suit. J.M. Kennedy

The State of Ohio, Union County ss} C. C. Walk being first duly sworn says the facts and allegations of the foregoing petition are true as he believes.

C. C. Walker.

Sworn to and subscribed before me by the said C. C. Walk this 26" day of August, A. D. 1885.

{seal.} A. H. Hollefrath. Notary Public.

Afterward: On the 19" day of October, 1885, Motion was filed with the Clerk of the Court.

Motion
C. C. Walk
4861 vs
Jonathan Hammond

The Defendant now comes and for motion asks the Court for an order to require the Plaintiff to state whether said contract referd to in said Petition was verbal or in writing— 2" To require Plaintiff to state (if said contract was verbal) who made the alleged contract with Jonathan Hammond.

H. W. Ayers. Atty. for Deft.

Afterward: On the 31" day of October, 1885, Answer was filed with the Clerk of the Court.

Answer.
C. C. Walk.
vs
4861 Jonathan Hammond.

Court of Common Pleas.

The Defendant Jonathan Hammond now comes and for Answer in the above entitled Case says he admits that this Case came into Court upon appeal from the Docket of J. G. Turner J.P. of Union Township Union County Ohio.

The Defendant denies each and every allegation in said Petition

The Defendant further answering says that previous to and during the month of October, A. D. 1883. and during the month of October A. D. 1884 and during all the time alleged in the Plaintiffs Petition this Defendant John Dickson and George W. Parthemore were partners engaged in the business of hulling clover and as such partners were the owners of a certain clover Huller.

That at the time of performing the services, as in the Plaintiffs Petition alleged, and furnishing the Board for the hand as therein alleged the said Plaintiff knew of the partnership aforesaid— and that he was rendering said services and furnishing said Board for the firm, aforesaid, and not for this Defendant.

The Defendant asks that he may recover his costs herein.

H. W. Ayers. Atty for Deft.

State of Ohio, Union County ss} Jonathan Hammond being

first duly sworn says the facts stated and allegations of the foregoing Answer are as he believes true.

Jonathan Hammond.

Sworn to befor me and Signed in my presence by the said Jonathan Hammond this 31st day of November 1885.

(seal) J. D. Burgner Clerk

Reply. 4861

C. C. Walk
vs.
Jonathan Hammond

Court of Common Pleas.
Union County Ohio.

Now comes the Plaintiff and for reply to the answer of the Defendant says, that he denies that said work was done or Board was furnished to said Jonathan Hammond as a partner of John Dickson and George W. Parthemore.

Petition 5494

Plaintiff further says that he denies that he knew of any partnership at the time of the doing said work, or furnishing said Board or that he has had any legal notice that there was a partnership existing at that time.

Copy of Notice. 5494

He therefore denies each and every allegation of the Defendants answer, relating to a partnership. He therefore prays as in his Petition.

J. M. Kennedy. Atty for Plf.

State of Ohio. Union County ss.

C. C. Walk, being duly sworn says the facts and allegations in the forgoing reply are as he believes true.

C. C Walk.

Sworn to and subscribed before me this the 5th day of February A. D. 1886.

(seal) A. H. Kollefroth. Notary Public.

Afterward: On the 2nd day of November, 1885. Entry was filed with the Clerk of the Court.

Entry. 4861

C. C. Walk
vs.
Jonathan Hammond.

In the Court of Common Pleas.
Union County Ohio.

This day this Cause came on for hearing to the Court and the Court being fully advised in the premises does dismiss this Cause and orders each party to pay his own costs

It is thereupon ordered and adjudged by the Court that the said parties herein each pay the costs herein made by him and taxed as follows, to wit: to the said C. C. Walk $; and to the said Jonathan Hammond $.

Enters John A. Price. Judge.

Attest D. McCurry Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Sixth Judicial District of the State of Ohio. the 29th day of October in the year of our Lord One-Thousand Eight-Hundred and Eighty Eight.

On the 11th day of February, 1888, Petition was filed in the Clerk's Office which reads as follows:

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

Petition

5494

Jacob Leonard

vs

Simon Hall and William Robb as Adm. of the Estate of William Hall, Dcd.

Plaintiff says: That this his action is founded upon a promissory note for the payment of money only, of which the following is a copy:

Copy of Note.

5494

Marysville, O., August 22nd, 1881.

December 26th 1884 after date we, or either of us, promise to pay to the order of W. C. Hynes for value received, four-hundred Dollars with no per cent. interest.

Simon his X mark Hall

William his X mark Hall.

There are no credits on said note. Said note was transferred by said W. C. Hynes to said Plaintiff before due for a full, fair and valuable consideration and said Plaintiff is now the legal owner and holder thereof.

The said Defendant William H. Robb is the duly appointed and qualified Administrator of the Estate of said William Hall, Deceased. On February 11th 1888, said promissory note was duly presented to said Administrator above mentioned and the same was rejected by said Administrator on said last mentioned date.

Plaintiff therefore asks Judgment against said Defendants for said Sum of Four Hundred Dollars with six per cent. interest thereon from December 25th 1884.

Brodrick & McCampbell Attys. Plff

The State of Ohio, County of Union ss }

John M. Brodrick, being sworn, makes oath, that he is one of the attorneys for said Plaintiff duly authorized. That this action is founded upon a written instrument for the payment of money, which instrument is now in affiants possession and that the facts stated in the foregoing Petition are as affiant believes, true.

John M. Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 11th day of February, A. D. 1888

Seal.

R. McCrory. Clerk.

Praecipe 5494

To the Clerk:

Issue summons to the Sheriff of Union County Ohio, for the above named Defendants. Return able according to law. Indorse: Money only, amount claimed $400.00 at 6 per cent. interest from December 25. 1884

Brodrick & McCampbell. Attys for Pltf.

Summons 5494

Afterward: On the 21st day of February, 1888 the following Summons was filed with the Clerk of the Court.

The State of Ohio
Union County ss

To the Sheriff of the County of Union:

We command you to notify Simon Hall and William H. Robb, Adm. &c., that they have been sued by Jacob Leonard in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of March, A.D. 1888. the Petition of said Plaintiff Jacob Leonard against them filed in the Clerk's Office of said Court, such Petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 20th day of February, A.D. 1888.

Witness my hand and the seal of said Court, this 11th day of February A.D. 1888.

(seal)

R.McCrory. Clerk.

Sheriffs Return 5494

The State of Ohio,
Union County ss

Received this Writ February 11th A.D. 1888, at 12 o'clock M. and pursuant to its command, on the 20th day of February, A.D. 1888. I served the same by delivering a true copy of this summons with the indorsements thereon to the within named Simon Hall and William H. Robb.

Sheriffs Fees.		
Service.		45
Milage.		48
Copy		40
Total.	$1	33

M. Hopkins Sheriff.

Answer 5494

Afterward: On the 23rd day of May, 1888, an Answer was filed with the Clerk of the Court.

Jacob Leonard
vs
Simon Hall et.als.

In the Court of Common Pleas.

Now comes the Defendant and for answer to the Plaintiffs Petition say that they admit the making of the note by Simon and William Hall and that W.H. Robb is the Administrator of William Hall and that said note was presented to him for payment and the same refused but they deny each and every other allegation in said Petition.

For a Second Defense the Defendants say that said William Hynes in his lifetime was the owner of a life estate in certain lands in said County and that on the day of the

Entry. 5494

Reply. 5494

date of said note he rented said lands to the said Simon Hall for the period of five years the next following at an annual rent of Four Hundred Dollars per year and that the note mentioned in the Petition was executed for the rent of said lands for the year 1884, and for no other consideration whatever.

That after the execution of said note and during the winter of A/1881- Said William Hines died and his said life estate terminated and said estate went to other parties before said Simon Hall took possession of the same and said Simon Hall never did have the possession or use of said lands or any part thereof, so that the consideration for said note wholly failed.

The said Jacob Howard at the date of the execution of said note knew the fact in regard to the consideration for the same and knew that said Hines had only a life estate in said lands.

Wherefore the said Simon Hall and W. H. Robb pray that they may go hence and recover their costs in this behalf expended and for all proper relief.

Cameron & Woodburn Attys. for Deft.

State of Ohio, Union County ss}

Simon Hall being first duly sworn says the facts stated and allegations made in the forgoing answer are true as he believes.

Simon his X mark Hall

Sworn to before me and signed in my presence this 12" day of May 1888.

Joseph M. Kennedy. Notary Public.

Entry.

5494

Afterward: On the 28" day of May 1888. an Entry was filed in the Clerk's Office which reads as follows:

Jacob Howard

vs.

Simon Hall et. al.

This day leave was given to the Plaintiff to file reply herein within ten days after Rising of the Court and Cause continued.

Brodrick & McCampbell Attys Plff.

Cameron & Woodburn.

Reply.

5494

Afterward: On the 20" day of October, a Reply was filed with the Clerk of the Court which reads as follows:

Jacob Howard

vs.

Simon Hall et. al.

In the Court of Common Pleas.

And now comes the said Plaintiff and for reply to Defendants Answer herein filed says:

That he admits that said note was given by said Simon Hall and William Hall as evidence of the rental of the life estate of said William C. Hines in certain lands in Union County, Ohio. and that said William C. Hines died during the winter of A/1881 and Plaintiff denies each and every other

allegation contained in the Second Defense in said Answer.

Further replying Plaintiff says: That on the 28th day of February 1883 this Plaintiff became surety for said William C. Hines upon a certain note and mortgage payable to Ella Hines, Lottie Hines, Nannie Hines and any child and children that might thereafter be borne unto said William C. Hines, payable at the death of said William C. Hines and calling for the sum of Eight Hundred, Seven and 50/100 Dollars,

That on or about the 21st day of July 1881 this Plaintiff became surety for said William C. Hines in the sum of about Our Hundred and Seventy-Nine Dollars on a promissory note, payable to the People's Bank, due in about sixty days after date. That in the year 1880, the premises on which said mortgage above mentioned was given, were sold in partition proceedings by order of this Court and by the instrumentality of this Plaintiff the portion thereof due to said William C. Hines was withheld to be credited on said mortgage. That this Plaintiff ascertained the amount thereof and realizing that said mortgaged premises had been totally exhausted and that there was a balance of over Four Hundred Dollars for which this Plaintiff would be liable at the death of said Hines, without any indemnity whatever, he called upon said Hines about August 1st, 1881, and refused to remain as surety upon said mortgage and note. Said Hines then promised to fully indemnify said Leonard for all claims upon which said Leonard was liable as security or otherwise for him. That according to said promise on the 22nd day of August 1881 said Leonard and said Hines came to Marysville for the purpose of said Hines indemnifying said Leonard by a chattel mortgage on personal property of said Hines. On arriving at Marysville said Hines proposed to the Plaintiff to substitute for said chattel mortgage the said note so mentioned in Plaintiff Petition. This Plaintiff then consented to remain as Security and accept said Hall note as indemnity for both the mortgage and note and the People's Bank note. It was then and there agreed by and between said Hines and said Leonard that in consideration of said Leonard remaining as surety upon said mortgage and note and said Peoples Bank note that said Hines would transfer and deliver to said Leonard the said Hall note as aforesaid and that in the event of said Hines living beyond the maturity of said Hall note then Plaintiff was to collect the money on said Hall note and reserve to himself a sufficient sum thereof to fully indemnify him against the payment of any part of said suretyship on said mortgage, and to pay the remainder

Verdict. 5494

Entry. 5494

if there should be any part remaining, to said Hines. That said contract was verbal and Plaintiff insisted upon having the same reduced to writing, but that said Hines declined so to do as both parties thereto fully understood the same, but said Leonard did give to said Hines a receipt in which it was stated that said Leonard received said note as indemnity against all notes on which he was surety for said Hines. Plaintiff says that at the April A.D. 1883 Term of this Court a judgment was rendered against him upon said Mortgage and note first herein mentioned for the sum of $474.[00] with 6 per cent. therein from April 6, 1883. That on or about the 21st day of July 1883 said Leonard was compelled by execution duly issued out of this Court on said judgment to pay the said judgment, interest and costs, amounting in all to about $495.[00]

Plaintiff farther says that about ---188-- he was compelled to pay said Peoples Bank note amounting to about $79.[00] and eight per cent. interest from August 22nd 1881.

Brodrick & McCampbell
Attorneys for Plaintiff

The State of Ohio } ss.
County of Union.

Jacob Leonard, the Plaintiff being sworn makes oath that the facts stated in the foregoing reply are, as affiant believes, true.

Jacob Leonard

Sworn to by said Jacob Leonard before me and signed by him in my presence this 25th day of October, A.D. 1888.

(seal)

R. McCrory. Clerk.

The State of Ohio } Court of Common Pleas of said County
Union County } October Term, October 25th, 1888.

Verdict.

Jacob Leonard
vs
Simon Hall et. als.

5494

Civil Action.

Verdict for Defendant.

We, the Jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Defendants.

J. C. McCune. Foreman.

Afterward: On the 8th day of December, 1888 the following Entry was filed with the Clerk of the Court.

Entry.

Jacob Leonard
vs.
Simon Hall et. al.

5494

In the Court of Common Pleas.

The Jury in this action, having on a previous day of this Term rendered a verdict for the Defendant and no motion for a new trial having been made, it is therefore considered by the Court that the said Defendant go hence without delay and recover his costs from the Plaintiff herein expended.

Attest R McCrory 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 State of Ohio, the 29th day of October in the year of our Lord one thousand eight hundred and eighty eight Heretofore, To-wit: On the 22nd day of May A. 1888 Entry was filed with the Clerk of the Court which reade as follows:

Amos Glover
vs
Washington Davis et. al.
Defendant

Court of Common Pleas
Union County, Ohio.

Entry
4911

This day came on this Cause to be heard on the motion of the Woodstock Bank and others to redocket this cause, and the Court being satisfied that due notice has been served on the Attys of Record of Washington Davis and that this Cause was left off the Docket with order of the Court to redocket the same on motion. Therefore it is ordered and adjudged by the Court that this Cause be and the same is redocket to be carried on to the adjustment of matters in said cause undisposed of the same as if the case had not been left off the Docket.

Enter. John A. Price. Judge.

Filed June 8th 1888.

Amos Glover
vs
Washington Davis et. al.

This day by leave of the Court Samuel McAdam becomes a Defendant in this case and leave is granted said McAdam to file within thirty days a supplemental cross petition making additional parties including Davis who now is in possession of the Bank in controversy and leave is granted all parties to further plead within thirty days and this cause is continued.

Cross Supplemental Petition.
4911

Amos Glover
vs
Washington Davis, Sarah E. Davis
Samuel McAdow and the Woodstock Bank

Filed June 23rd 1888.
Supplemental Petition
by Samuel A. McAdow.

The Defendant Samuel A. McAdow now comes and by the leave of the Court files this his "Supplemental Cross Petition" and says he was the owner of the second mortgage in said proceedings set forth given by Washington Davis and Sarah E. Davis to secure $7500 dollars and interest as set up in the Cross Petition of the Woodstock Bank. — That after paying the costs, taxes and the first mortgage sold there remained due to said Woodstock Bank on said

second mortgage the sum of $821 25/100 on the 7th of April 1886 which sum with interest thereon since April 7th 1886 is due from Washington Davis for which execution was awarded by this Court in this cause on the 7th day of April 1886 as will appear by said Record. The said Samuel A. McAdow after the sale of said lands to said Woodstock Bank took from said Bank an assignment of its said Bill and the Court confirmed said sale on the 7th of April 1886 and ordered the Sheriff of said County of Union to execute to the said McAdow a deed for said lands in the Petition described and in pursuance thereof said Sheriff executed a deed for said land to said Samuel A. McAdow and delivered to him the possession of said land except as hereinafter mentioned.-

Since said decree the said McAdow also purchased from said Woodstock Bank the balance of said mortgage claim and there is due on the same to the said McAdow from said Washington Davis said sum of eight hundred and twenty-one and 25/100 dollars with interest from April 7th 1886 on said note and mortgage given by said Davis and wife to said McAdow.

The said McAdow says there was a valuable frame barn on said land and which was a part of said farm as one of the appurtenances thereto belonging at the time said lands were ordered to be sold and where said lands were sold as aforesaid but the said Barn was a few hours before said sale and without the knowledge of any of the parties to said suit except said Washington Davis without any legal right or authority and contrary to law taken from said land by said Washington Davis and said Burgess and Amon Davis who this Defendant now prays may be made Defendant and served with process and the said Burgess Davis has ever since said January 20th 1886 when said farm was sold held possession of said Barn unlawfully and without any right thereto used the same; and he unlawfully conspired with said Washington Davis and assisted him to secretly roll the same off of said land so mortgaged on to the land of said Burgess and Amon Davis for the purpose of depriving said mortgagee and said purchasers of said land from the use thereof.-

The said Samuel A. McAdow says that by virtue of said sale and said deed he is and became the owner of said Barn and he says that if it be not true that said barn did become the property of said S. A. McAdow by virtue of said sale and deed. He now owns and has a lien on it to satisfy the said ballance due and unpaid on said second mortgage due said McAdow as aforesaid, and barn being as he avers a part of said farm mortgaged as an appurtenance and fixture belonging thereto and said McAdow avers that said Burgess Davis and said Washington Davis are both guilty of a contempt of the Court in removing said barn in the manner aforesaid and said Burgess Davis is liable to the said McAdow for the damages which has accrued to him by

of said removal and the loss of the use of said Barn in the sum of one hundred dollars and said barn on said mortgaged premises was of the value of $600.00

Therefor the said Mc Adow prays that the Court may find and decree in his favor the amount yet due and unpaid on said mortgage and award execution therefor.

2d. That the Court may order, decree and adjudge that the removal of said barn was unlawfull and said barn is by virtue of said sale and deed the property of said Mc Adow and order said Burgess Davis within a reasonable time to be fixed by the Court to place said barn back to the place from which he took it and in default thereof that the Sheriff of this County be authorized and ordered to make such removal and that the expense thereof be taxed to said Burgess Davis as costs in this case.

3" That if the Court shall refuse to so adjudge and so order, Then that the Court may order, decree and adjudge that said barn be sold according to law to satisfy the ballance due said Mc Adow as aforesaid from said Washington Davis on said mortgage and that such other and further relief be granted him as law and equity require.

J. W. Robinson. Atty for Samuel A. Mc Adow.

The State of Ohio
Union County

Samuel Mc Adow being duly sworn deposes and says the allegations of the forgoing Cross Supplemental Petition are true.

Samuel A. Mc Adow.

Sworn to before me and signed in my presence this 28" day of June 1888.

Seal

R. Mc Crory. Clerk.

Praecipe — To the Clerk:

Issue Summons for Burgess Davis and Anon Davis, endorse for supplemental cross-petition for equitable relief $100.00 for restoration of barn unlawfully removed and for sale of barn and for 600.00, for barn unlawfully taken from Samuel A. Mc Adow in the Case aforesaid.

J. W. Robinson. Atty for S. A. Mc Adow

Summons.

4911 — Afterward: On the 2" day of July, 1888, Summons was filed with the Clerk of the Court.

The State of Ohio,
Union County ss

To the Sheriff of the County of Union-Greeting

We command you to notify Burgess Davis and Anon Davis that they have been sued by Samuel

Answer 4911

A. Mc" Adow in the Court of Common Pleas of Union County, and that unless they answer by the 21" day of July 1888 the Petition of said Plaintiffs Samuel A. Mc" Adow against them filed in the Clerks Office of said Court, such Petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 2" day of July A.D. 1888.

Witness my hand and the seal of said Court, this 23 day of June, A.D. 1888.

(seal) R. Mc" Crory. Clerk.

The State of Ohio
Union County ss

Received this Writ June 25" 1888, at 10 oclock A.M. and pursuant to its command, on the 2" day of July A.D. 1888. I served the same by leaving true copies thereof with indorsements thereon at the usual place of residence of Burges Davis and Amos Davis.

Sheriffs Fees		
Servic		45
Milage	3	20
Copy		40
Total	4	05

W. Hopkins. Sheriff.
By S. S. Wall.

Answer

Afterward; On the 25" day of August, 1888 Answer was filed with the Clerk of the Court which reads as follows:

4911

Amos Glover
vs
Washington Davis, Sarah E. Davis
Samuel A. Mc" Adow and the
Woodstock Bank.

The Defendant Burges Davis answer to the cross-petition [supplemental] filed by Samuel A. Mc" Adow on the 23" day of June 1888 and denies:

That he and Washington Davis rolled and removed said barn on to his premises, and denies that he had anything to do with the removal, or the expense of said removal, or that he was in any way implicated or connected with its removal. And denies that he holds possession of the same unlawfully; and denies that he conspired with Washington Davis or assisted him, secretly or otherwise to roll or remove said barn off said Mortgaged premises, and unto his land or on the land of Amos Davis.

And he denies that he did so for the purpose of defranding the mortgagee or the purchasers at the mortgage Sale of the use thereof as alleged by said Mc" Adow

And he denies that he is in any way guilty of a contempt of Court because of the removal of said barn, and denies that he is liable to said Mc Adow or other person in damages by reason of said removal, or for the value of the barn, or for the loss of the use of the same in the sum of $100 or any other sum.

Whether Mc Adow is the owner of said barn, or has a lien on the same as alleged by him this Defendant knows nothing, and denies those allegations.

And if said barn does belong to said Mc Adow, or if he has a lien thereon, then this Defendant disclaims any right title, or interest in said barn.

Having thus fully pleaded this Defendant asks to be dismissed with his costs &c.

Porter and Porter.
Attorneys for Burgess Davis.

The Defendant Burgess Davis being sworn makes oath that the facts stated in the foregoing pleading are true as he believes.

O. B. Davis.

Sworn to by Burgess Davis before me, and signed by him in my presence this 25th day of August, A. D. 1888.

Seal

R. Mc Crory. Clerk.

Afterward: On the 30th day of October, A. D. 1888. Entry was filed with the Clerk of the Court which reads as follows:

Entry.

4911

Amos Glover
vs
Washington Davis et. al.

This day came the parties and submitted this Cause to the Court and the said Burgess Davis having disclaimed in his Answer that he has any interest in said barn and he now having consented that the said Samuel Mc Adow may remove said barn from his premises on which it is placed and it appearing that he is not at fault in the removal of said barn from the premises of mortgage and it appearing that said barn was a part of said premises and sold to the said Samuel Mc Adow under his said purchase of said premises and his deed therefor.

It is therefor by the consent of all the parties herein ordered and decreed by the Court that the said Samuel Mc Adow have and control said barn with the leave of said Burgess Davis to said Samuel Mc Adow his heirs and assigns to remove the same from said Burgess Davis premises at any time it will not materially impair his premises or crops and it appearing that said Burgess Davis was not at fault in the

removal of said barn and had no responsibility therein he is not to be pay any costs or damages and by the agreement of said parties the Court order said Mr. Adow to pay the costs expended under his Supplemental Petition and as to all other matters the decree of the Court herein are left undisturbed and this Cause is ordered left off the Docket to be redocted on the motion of either of the parties.

O. B. Davis.

Attest R. H. Crow Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub-Division of the Tenth Judicial District of the State of Ohio, the 29th day of October in the year of our Lord one thousand eight hundred and eighty eight.

Heretofore, To wit: On the 25th day of August A. D. 1888. Petition was filed with the Clerk of the Court which reads as follows:

Petition. 5602

The Peoples Bank
vs
J. F. McElroy

In the Court of Common Pleas
Union County Ohio

The Plaintiff, "The Peoples Bank", a firm doing business in Marysville, Union County Ohio, under the firm name of the "Peoples Bank" say:

There is due the Plaintiff from the Defendant on the "Promissory Note" of the Defendant to Plaintiff a copy of which is hereto attached the sum of eleven hundred and forty-one and 26/100 dollars for which with interest at eight per cent. from August 4th 1888, the Plaintiff asks judgment against the Defendant.

R. L. Woodburn and
J. W. Robinson, Attys. for Pltf.

Copy of Note.

$1141.26 Marysville, Ohio, August, 4th 1888.

One day after date, as principal debtors, we jointly and severally promise to pay to "The Peoples Bank", or order, at Marysville, Ohio. Eleven-hundred and forty-one dollars for value, received. And we hereby dispense with the demand of payment of this note, and authorize any attorney at law to appear before us or either of us at any time after the same shall become due in any Court of Record in the State of Ohio or elsewhere and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this Note for the amount of said note, with eight per cent. interest payable annually after the same shall become due together with costs of suit and

and release all errors and waive all rights of appeal in this behalf.

Witness our hands and seals this 4th day of August 1858.

J. S. McElroy. {seal}

The State of Ohio
Union County ss.

C. S. Chapman being first duly sworn by me deposeth and says: That he is one of the firm of The Peoples Bank above named and that he believes the allegations in the foregoing Petition are true.

C. S. Chapman.

Sworn to before me by C. S. Chapman and signed by him in my presence this 20th day of August, 1858

{seal} R. McElroy, Clerk

To the Clerk:

Praecipe. Issue Summons and Writ of Attachment- endorse on the summons "petition on note for $1141 26/100 with 8 per cent. interest from August 4th 1858.

R. H. Woodburn and
J. W. Robinson. Attys for Plff.

Affidavit for Attachment. Afterward; On the 20th day of August, A. D. 1858 Affidavit for Attachment was filed with the Clerk of the Court which reads as follows:

The Peoples Bank.
vs
J. S. McElroy.

In the Court of Common Pleas.

The undersigned C. S. Chapman being first duly sworn deposes and says he is one of the members of the firm doing business at Marysville in Union County, Ohio under the firm name of The Peoples Bank and that said Plaintiff has filed a Petition in said Court against said Defendant on a Promissory Note given by the Defendant to the Plaintiff dated August 4th 1858 and due one day after date for the sum of Eleven hundred and forty one and 26/100 dollars which note is due and unpaid. That said claim is just and affiant believes the Plaintiff ought to recover therein from said Defendant said sum of Eleven-hundred and forty-one and 26/100 dollars with interest from said date August 4th 1858, at 8 per cent per annum.

That said Defendant is a non-resident of the State of Ohio.

C. S. Chapman.

The State of Ohio, Union County ss. } C. S. Chapman being by me duly sworn deposes and says the statements made in

Order of Attachment. 5602

Sheriff's Fees		
Services	30	
Copies	20	
Mileage	1	60
Sum. Appr.	1	00
Surv. Appr		40
Swear	1	20
Total	4	70
Appr Fee	3	00

Schedule "A"

the foregoing affidavit are true.

C. S. Chapman.

Sworn to and subscribed before me by C. S. Chapman this 20th day of August, 1888.

R. McElroy. Clerk.

Order of Attachment.

Afterward: On the 21st of August, 1888, Order of Attachment was filed with the Clerk of the Court which is as follows.

5682

The State of Ohio,
Union County
The Peoples Bank
vs.
J. S. McElroy

Court of Common Pleas.

To the Sheriff of Union County—.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys, and effects of the Defendant J. S. McElroy not exempt by law from being applied to the payment of the claims of the Plaintiff "The Peoples Bank" or so much thereof as will satisfy their claim for Eleven hundred and forty-one dollars and twenty-six cents, and also for Seventy-five dollars ($75.00) the probable cost of this action.

You will make due return of this order on the 3rd day of September A. D. 1888.

Witness my hand and seal of said Court, this 20th day of August, A. D. 1888.

Seal.

R. McElroy Clerk.

Sheriff's Fees		
Services		30
Copies		20
Mileage	1	60
Sum. Appr.	1	00
Surv. Appr		40
Swear	1	20
Total	4	70
Appr Fee	3	00

The State of Ohio
Union County

Sheriff's Office.
August 21st, 1888.

Received this order on the 20th day of August, A. D. 1888, and agreeably to the command thereof, I did, on the 21st day of August, A. D. 1888, in the presence of Lewis S. Carpenter and H. C. Vosbury two free-holders of said County attach the property described in the Schedule marked "A," hereto attached and made part of this Return, and having first administered to said free-holders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such appraisement of said property, we proceeded to make such inventory and appraisements as will fully appear by reference to said Schedule "A". Also left a true copy of this Writ at the late residence of J. S. McElroy.

M. Hopkins Sheriff.
By. S. S. Wall Deputy

Schedule "A"

We, M. Hopkins, Sheriff of Union County, and Lewis S. Carpenter and H. C. Vosbury two free-holders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of

J. F. McElroy and herrinafter described as follows: viz:
Situated in the County of Union State of Ohio, and bounded and described as follows: Being part of U. M. Survey No. 2981 beginning at a stone in a county road witness one elm, ash and sugar: thence south with said road 37° E 148½ poles to a stake; corner to Henry Polings land: thence West with his line 85½ poles to a stake another of his corners: thence North 37° W 157½ poles to a stake; thence North 53° E. 84 poles to the place of beginning containing 78 acres.

Also the following tract; beginning in the original northwesterly line of said Survey No. 2981 and corner to Cyrus Poling's land: thence North 35° 10' W. 81⅙ poles to a stone and pieces of crock corner to James Shrieves land; thence S. 53½° W. 148 23/100 poles to a stone and pieces of crock in the line of Reuben Poling's land; thence South 35° 10' E 81 12/100 poles to a stone and pieces of crock in the line of Edwin Wilbur's land North 53½ E. 148 poles with the line of said Wilburs and Cyrus Poling's land to the place of beginning containing 75 acres more or less. Excepting therefrom 25 acres deeded by Paschal Spain to Christopher Oliphant off the west side of the above described premises the amount of land herein described is 128 acres more or less.

Also J. F. McElroy's undivided interest in about 40 acres of corn on said premises and his undivided interest in 10 acres of oats and two stacks of hay on said premises.

The land at $45.00 per acre total $5760.00
" corn " $15.00 " " "
" oats " $ 6.00 " "
" Two stacks of hay at $30.00

Given under our hands this 21st day of August, A.D. 1858.

W. Hopkins Sheriff.
H. C. Vosburg
Lewis S. Carpenter.

Summons. 5602

Afterward; On the 21st August, A.D. Summons was filed with the Clerk of the Court which reads as follows:

The State of Ohio, Union County, ss }

To the Sheriff of the County of Union — Greeting:

We command you to notify J. F. McElroy that he has been sued by the Peoples Bank in the Court of Commons Pleas of Union County, and that unless he answer by the 22d day of September A.D. 1858 the petition of said plaintiffs against him filed in the Clerks Office of said Court, such petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the

3" day of September A. D. 1888.

Witness my hand and the seal of said Court, this 20" day of August, A. D. 1888.

(seal) R. McElroy, Clerk.

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

Received this Writ August 20" A. D. 1888, at 6 o'clock P. M. and pursuant to its command on the 21" day of August A. D. 1888, I served the same by leaving a true copy thereof with indorsements thereon at the late residence of the within named J. F. McElroy.

M. Hopkins Sheriff.
By F. F. Wall Deputy.

Sheriffs Fees		
Service		30
Mileage	1	60
Copy		20
Total	2	10

Afterward: On the 31st day of October, A. D. 1888 the following Proof of Publication was filed in the Clerks Office.

Proof of Publication. 5602

The State of Ohio, Union County, ss

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with September 5th 1888.

W. O. Shearer

Sworn to and subscribed before me, this 31st day of October, 1888.

R. McElroy. Clerk.
By W. M. Wright. Deputy.

The Peoples Bank
vs.
J. F. McElroy

Court of Common Pleas.
Union County, Ohio.

Legal Notice. Nos. 5605 and No. 5602.

Notice, the J. F. McElroy whose residence is to Plaintiff unknown, is hereby notified that said Plaintiff filed a Petition against him in said Court of Common Pleas, where the same is pending to obtain judgment for eleven-hundred and forty-one dollars and twenty-six cents ($1141.26) with eight per cent. interest from August 4", 1888, on note given by him to said Bank, August 4," 1888, and a writ of attachment issued therein, and levied on real and personal property.

Also filed another suit against him and others in same Court where the same is pending alleging that he made a pretended sale of said property and real estate for the purpose of defrauding Plaintiff, and asking a decree against him and others to set aside the said pretended sales and deeds.

Said Cases will be for hearing at the October term of

said Court, 1888, and Defendant is required to answer said Petition in said two Cases on or before the second Monday of November 1888.

J. W. Robinson,
R. L. Woodburn,
J. L. Cameron, Attorneys for Plaintiff.

Printers Fees. $12.50

Entry 5602

Afterward: On the 21st day of November, 1888, the following Entry was filed with the Clerk of Court.

The People's Bank
vs
J. F. McElroy

In the Court of Common Pleas.

This day came the parties and waived a trial by Jury and submitted this Cause to the Court whereupon the Court being fully advised in the premises do find the allegations of the Plaintiffs to be true and there is due the Plaintiff on said note the sum of eleven-hundred and sixty-seven dollars on eight per cent.

It is therefore considered ordered and adjudged by the Court that the Plaintiff recover of the Defendant said sum of eleven-hundred and sixty-seven dollars together with his costs herein expended taxed to $ and interest at eight per cent. and it is further considered ordered and adjudged by the Court that the Defendant pay said sum and costs and interest in three days and in default thereof that an order of sale issue to the Sheriff of this County commanding him to sell the personal property levied on by the Writ of Attachment, but out of proceeds thereof by consent of parties John M. McElroy is to have fifty dollars by him paid on said property and by agreement said John M. McElroy is dismissed from this cause without liability for costs but the same are to be paid out of the proceeds of the sale of said personal property and as to the real estate this Cause is passed for further order of the Court.

Attest D McCrory Clerk

Pleas before His Honor John A. Price Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union of the Third Sub Division of the South Judicial District of the State of Ohio, the 29th day of October in the year of our Lord one-thousand eight-hundred and eighty-eight. Heretofore, To. wit: On the 22nd day of August

Praecipe. 5604

1888. Thr following Petition was filed with the Clerk of the Court.

John K. Mc Intire, James Mc Intire.
Jacob F. Schneider and Charles P. Althoff
partners doing business as
John K. Mc Intire & Co.

vs

Jacob Fray Mc Elroy.

In the Court of

Common Pleas

Union County, Ohio.

Petition.

5604

The said Plaintiffs John K. Mc Intire, James Mc Intire, Jacob F. Schneider and Charles P. Althoff are partners doing business under the firm name of John K. Mc Intire & Co. . There is due the Plaintiffs from Defendant, Jacob F. Mc Elroy on a certain promissory note executed and delivered to plaintiffs by defendant, A true copy of which is as follows, to-wit:

"Note." $576 53/100 Dayton, Ohio, December 20th, 1887.

One day after date I promise to pay to the order of John K. Mc Intire & Co. Five-hundred and seventy-six and 53/100 dollars, at -- Value received with interest 6 per cent from date.

J. F. Mc Elroy.

The sum of Five-hundred and Seventy-six and 83/100 ($576.83) with six per cent. interest thereon from Dec. 20th 1887.

Wherefore said Plaintiffs pray judgment against said Defendant for Five-hundred and seventy-six and 53/100 dollars with six per cent. interest thereon from December 20th, 1887.

Gottschall & Brown and
R. L. Woodburn Attys. for Plffs.

The State of Ohio
Union County ss.

R. L. Woodburn being duly sworn says that he is one of the attorneys for the Plaintiffs in the foregoing action: that said action is founded on a written instrument for the payment of money only: that said written instrument is in the possession of affiant: that the Plaintiffs are non residents of said County and absent therefrom and that the facts stated in said Petition are true as he believes.

R. L. Woodburn.

Sworn to before me by the said R. L. Woodburn and by him signed in my presence this 22nd day of August, 1888.

R. Mc Elroy Clerk.

Praecipe. To the Clerk:

5604

Issue summons for Defendant, returnable according to law - and one summons in action of money only. Amount claimed $576.83/100 with six per cent. interest from December, 20th 1887.

Also issue Writ of Attachment - see affidavit filed herewith.

Gottschall and Brown and
R. L. Woodburn. Attys for Plffs.

(seal)

Affidavit in Attachment

John K. Mc. Intire & Co.
vs.
Jacob S. Mc. Intire.

Court of Common Pleas.

5604

State of Ohio, Union County ss.

R. L. Woodburn being duly sworn says that he is one of the attorneys for Plaintiffs John K. Mc. Intire & Co.: that they have commenced herewith a civil action for the recovery of money only: that the foundation of said action is a promissory note executed and delivered to Plaintiff by Defendant: that said claim is just and affiant believes that the Plaintiff should recover thereon the sum of six hundred and seventy five and 83/100 dollars with six per cent. interest thereon from December 20th 1887, and costs estimated at $25.00: and that Defendant is a non resident of the State of Ohio: and Defendant has absconded with intent to defraud his creditors: and has disposed of part of his property with intent to defraud his creditors: further affiant sayeth not.

R. L Woodburn.

Sworn to befor me by the said R. L. Woodburn and by him signed in my presnce this 22nd day of August 1888.

seal

R. Mc. Crory. Clerk.

Sheriff's Fees

Services		30
Copies		20
Mileage	1	40
Sum. Appr.	1	00
Swear	1	20
Dep. Appr		40
Total	4	70
Appr's Fees	3	00

"A".

Order of Attachment

The State of Ohio
Union County s.s.

Court of Common Pleas.

John K. Mc. Intire & Co.
vs.
Jacob S. Mc. Intire

To the Sheriff of Union County

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys, and effects of the Defendant Jacob S. Mc. Intire not exempt by law from being applied to the payment of the claims of the Plaintiff John K. Mc. Intire & Co.: or so much therof as will satisfy their claim for five Hundred and seventy-six dollars and eighty-six cents, with interest from December 20th 1887 at six per cent., and also for seventy-five dollars the probable cost of this action.

You will make due return of this order on the 3rd day of September, A.D. 1888.

Witness my hand and seal of said Court, this 22nd day of August, A.D. 1888.

seal

R. Mc. Crory. Clerk.

Summons

5604

Sheriffs Fees		
Services		30
Copies		20
Mileage	1	60
Sum. Appr.	1	00
Swear-	1	20
Dirg Appr		40
Total	4	70
Appro Fees	3	00

State of Ohio
Union County, ss

Sheriffs Office.
August, 22nd A.D. 1888

Received this order on the 22nd day of August, A.D. 1888, and agreeably to the command thereof, I did, on the 22 day of August, 1888, attach the property described in the Schedule marked "A", hereto attached and made part of this Return, Appraisment according to a former attachment in case of the Peoples Bank, vs. J. S. McElroy attached and appraised August 21st 1888.

Left a copy of this order at the late residence of the within named Defendant.

W. Hopkins. Sheriff.
By S. S. Wall. Deputy.

"A".

We, W. Hopkins. Sheriff of Union County, attached under the foregoing order, as the property of J. S. McElroy and hereinafter described as follows, viz:

Situated in the County of Union State of Ohio and bounded and described as follows: Being part of U. M. S. No. 2981 beginning at a stone in a county road, witness an elm, ash and sugar; thence south with said road 37° E. 148½ poles to a stake, corner to Henry Polings land; thence west with his line 85½ poles to a stake another of his corners; thence north 37° W. 157½ poles to a stake; thence north 53° E 84 poles to the place of beginning containing 78 acres.

Also the following tract; beginning in the original north westerly line of said survey No. 2981 and corner to Cyrus Polings land; thence N. 35° W. W 81 15/100 poles to a stone and pieces of crock corner to James Shrivis land; thence south 53½° W 148 23/100 poles to a stone and pieces of crock in the line of Reuben Polings land; thence south 35° 10' E. 81 1/100 poles to a stone and pieces of crock in the line of Edwin Wilbers land N 53½ E. 148 poles with the line of said Wilber and Cyrus Polings land to the place of beginning, containing 75 acres more or less.

Excepting therefrom 25 acres deeded by Paschal Spain to Christopher Oliphant off of the west side of the above described premises the amount of land herein described is 128 acres more or less.

Also J. S. McElroy's undivided interest in about 40 acres of corn, 10 acres of oats and two stacks of hay on said premises.

The land at	$45.00	per acre	$5760.00
" corn "	$15.00	" "	
" oats "	$ 6.00	" "	
Two stacks of hay at			$30.00

Summons

5-604

Afterward: On the 23rd day of August, 1888 the following summons was filed with the Clerk of the Court:

The State of Ohio.
Union County

To the Sheriff of Union County: Greeting

Summons

We command you to notify Jacob Fay Mc"Elroy that he has been sued by John H. Mc"Intire & Co. in the Court of Common Pleas of Union County, and that unless he answer by the 22" day of September A.D. 1888 the Petition of said Plaintiffs John H. Mc"Intire & 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 3" day of September A.D. 1888.

Witness my hand and the seal of said Court, this 22" day of August A.D. 1888.

(seal.) R. Mc" Crory. Clerk

The State of Ohio
Union County ss.

Sheriff's Return.

Received this Writ August, 22" A.D. 1888, at 5 o'clock P.M.
Returned this 23" day of August 1888. Jacob S. Mc" Elroy not found.

Sheriff Fees.		
Mileage.	1	60
Copy.		20
Total.	1	80

W. Hopkins. Sheriff.
By S. S. Wall. Deputy.

Afterward: On the 31" day of October A.D. 1888 the following Proof of Publication was filed in the Clerks Office.

The State of Ohio, Union County, ss. } The undersigned, being duly sworn, says that a copy of the annexed notice was published for three consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with October 8" 1888.

W. O. Shearer.

Sworn to and subscribed before me, this 31" day of October, 1888.

R. Mc" Crory. Clerk.
By W. M. Wright. Deputy.

John H. Mc"Intire & Co.
vs.
J. S. Mc" Elroy

Attachment Notice.

The said J. S. Mc" Elroy, whose residence is to Plaintiff unknown, is hereby notified that said Plaintiff filed a Petition against him in said Court of Common Pleas, where the same is pending, to obtain judgment for five hundred and seventy six dollars and eighty three cents ($576.83) with six per cent. interest from December 20" 1887, on note, given by him to said Mc" Intire & Co. and a writ of attachment issued thereon levied on real and personal property.

Also, filed an answer and cross-petition against him

and others in said court in the case She Peoples Bank, vs J. L. McElroy and others, alleging that he made a pretended sale of said property and real estate for the purpose of defrauding Plaintiff, and asking a decree against him and others to set aside the said pretended sale and deeds.

Said Cases will be for hearing at the October term of said Court, 1888; and Defendant is required to answer in said cases on or before the 19th day of November, 1888.

R. L. Woodburn, Atty.

Printers Fees 6.00

Afterward; On the 22nd day of November, the year 1888, the following Entry was filed with the Clerk of Court.

Entry.

John K. McElroy

vs

5604 Jacob L. McElroy

Court of Common Pleas.

This day came the parties and waived a trial by Jury and submitted this Cause to the Court.

Whereupon the Court being fully advised in the premises do find all the allegations of the Plaintiff to be true and there is due the Plaintiff on said note described in his Petition the sum of six hundred and eight and 73/100 dollars at eight per cent. It is therefor considered ordered and adjudged by the Court, that the Plaintiff recover of the Defendant the sum of Six-hundred and eight and 73/100 and interest at eight per cent. together with the costs herein expended taxed $. And it is further ordered and adjudged by the Court, that, that the Defendant pay said sum of money and costs and interest in five days and in default thereof that an order of Sale issue to the Sheriff of this County commanding him to sell the personal property levied on by the writ of Attachment, but out of the proceeds thereof by consent of parties John Mc. McElroy is to have fifty dollars by him paid on said property and by agreement said John Mc. McElroy is dismissed from this case without liability for costs but the same are to be paid out of the proceeds of the sale of the personal property and as to the real estate this cause is passed for further order of the Court.

Attest R. McElroy Clerk

See Page 254

The State of Ohio
Union County ss

To the Sheriff of said County -- Greeting:

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County on the 1st day of November 1887 in the cause of Benjamin H. Warder Trustee of Mary P. Warder Plaintiffs and Boanerges Green and Wife, Defendants said Benjamin H. Warder as Trustee &c. obtained a judgment or decree against the said Boanerges Green for the sum of seventeen hundred and twenty five and 48/100 dollars, and $ - cost of suit: And whereas, it was then and there by said Court ordered, adjudged, and decreed that the said Boangeres Green shall within three days from the 1st day of November 1887, pay unto the said B. H. Warder the said sum of seventeen hundred and twenty-five and 48/100 with interest from the 24th day of October 1887 at the rate of 8 per centum per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the Statue regulating judgments and executions at law, to sell the real estate described in plaintiffs petition, &c: And whereas, the three days aforesaid having fully expired and the said sum of seventeen hundred and twenty five and 48/100 dollars with interest and costs have not been paid as aforesaid, as appears to us of record.

Order of Sale

5350

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 Dersburg, County of Union and State of Ohio, bounded and described as follows:

Being in Survey No. 13592, beginning at an elm, south west corner to lands owned by George Culps: thence south 81° W. 80 poles to the center of the Hoover and Pharisburg road: thence No. 9° W. 115 poles to a stake in the line of survey No. 3694: thence with said line S. 82° E. 82 poles to the north west corner of lands owned by George Culps: thence with said line of Culps 9° E. 100 poles to the place of beginning, containing 51½ acres more or less.

We therefore command you, that you proceed to carry said order 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 5th day of November, 1887.

John D. Burgner. Clerk. (Seal.)

The State of Ohio,
Union County, ss.

In obedience to the command of the Order of Sale hereto annexed I did on the 8th day of November 1887 summon

W. H. Bonnett, E. J. Webster, and S. M. Brannan, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 8th day of November, 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-three dollars per acre. 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 10th day of November, 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 10th day of December, 1887, at one o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did on the said 10th day of December, 1887, at the time and place above mentioned, proceed to offer said lands and tenements at public sale and then and there came---- Not sold for want of a bidder.

W. Hopkins. Sheriff.

Sheriffs Fees		
Service		30
Summoning Appraisers		
Swearing " "	1	20
Conveying " "	1	00
Writing Appraisal.		30
Notice to Printer.		30
Mileage.	1	92
Poundage.	23	36
Total.	28	38
Appraisers Fees.	3	00
Printers' Fees.	12	00

Atter W. H. Conyers

See Page 184

William Kirk
vs
Jonathan Beard et. al.

Entry. March 7th, 1866.
Journal 14th -- Page 402

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 examinations 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 Kirk 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 distribute the proceeds of said sale, amounting to $2640.00, it is ordered that the Sheriff out of the money in his hands, pay=First= To the treasurer of the County the taxes, penalty and interest against said property, to wit, the sum of= Secondly, the costs of this action taxed at ----. Thirdly, to the plaintiff, William Kirk, the remainder of said sum to apply on his decree herein.

S. B. Fulton.

Attest W. H. Curry Clerk

No 3579

Pleas
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Pleas before his honor John L. Porter Judge at a court of Common Pleas begun and held at the court house in the town of Marysville within and the County of Union and State of Ohio on the 3d day of May 1880. Heretofore to wit: on the 5th day of March A.D. 1880 the following petition was filed with the Clerk of said Court which reads as follows, to;

No 3579

John M. Sanders Plaintiff
vs
Nancy Hill & Others
} Petition in Partition

The plaintiff John M Sanders respectfully represents that on or about the 18th day of august 1870 one Isaac Godfrey late of said County of Union departed this life intestate, Seized in fee Simple of the following real Estate situate in said county of Union and State of Ohio Numbe and discribed as follows, Being part of Survey No's 14587-9942. bounded as follows; Beginning at a Stake in the North line of Survey No 14587 Thence S 12° E. 50½ poles to a stake in the centre of the County road South original line of said Survey. Thence S 78° W. 71 poles and 13 feet to the bank of Rush-Creek thence along said Creek with the Meanderings thereof to a Stake in the South line of J. R. Sanders land thence Easterly with said Sanders South line 69 poles and 5 feet to a Stone in west line of said Survey No 14559. Thence along said west line to the N.W corner of said Survey thence N 78 ¾ E 9 poles and 5 feet to the place of beginning containing 19 acres of land more or less. The said Isaac Godfrey left the following Children his only Legal Representatives to whom said Estate descended, to-wit; Jackson Godfrey. John B. Godfrey. William A. Godfrey Sons of said deceased. Nancy Hill (intermarried with Hill) Mahala Price (intermarried with Price). Anna Godfrey and Debbie Godfrey daughters of said deceased. The said Isaac Godfrey left also his grand Children Who were Children of his Son Amos then deceased as follows. Levi Godfrey. Sarah Stemmons. Mary Mustine, Isaac Godfrey. also the said Isaac Godfrey left his grand-Children who were Children of his daughter Elizabeth Price. to-wit: Mary E. Price Dora Patrick, James M. Price, Debbie J. Price, Anna E. Price. after the death of said Isaac Godfrey. Debbie Godfrey his daughter died unmarried and without issue, and her Estate went to her brothers and Sisters. After the death of said Isaac Godfrey the said Jackson Godfrey his Son died leaving the following Children ~~Letitia~~ Fenan, Virginia A. Godfrey. Sarah Blue, Maggie M. Godfrey. Franklin P. Godfrey. The said John B Godfrey after the death of his father and before the death of said Debbie bought and obtained to himself conveyance in fee Simple for the Shares of Nancy Hill. Mahala Price, Jackson Godfrey, and also the interest and Estate of Mary Mustine and Nancy E. Price. After the death of said Debbie Godfrey the plaintiff purchased and became the owner in fee Simple of the Estate and interest of William A. Godfrey. Anna Godfrey, Levi Godfrey. Sarah Stemmons. Letitia Fenan. Virginia A. Godfrey. James M Price, Dora Patrick and Debbie J Price. Also Mahala Price Mary E. Price, Sarah E. Blue. Mary Mustine. Lydia Sager, The plaintiff is now the owner in fee Simple of the Entire Shares and interest aforesaid and the same is held in common with the defendants herein named. After purchasing the interest aforesaid and while Seized in fee Simple of the Same the said John B. Godfrey departed this life leaving Clemintina Godfrey his widow and the following Children his only heirs and legal Representatives to-wit; Delila Dutton Almira Godfrey. Mary J Godfrey Elya. Godfrey. W.A. Godfrey jr the said John Godfrey died intestate. and Granville S. Robertson was appointed his Administrater

The plaintiff is tenant-in Common in said premises with Nancy Hill who has 1/8 of 1/9 of said thereof. Isaac Godfrey Jr Who has 1/32 part thereof. Anna Price who has 1/16 part thereof Maggie M Godfrey and Franklin P Godfrey who have each 1/6 of 1/32 part thereof Clementina Godfrey is Entitled to dower in the Estate of her Late husband John B. Godfrey whose interest is 89/180 of said premises.
The said plaintiff is also tenant-in Common in said premises with Delila Dutton Almira Godfrey Mary J. Godfrey Elizabeth Godfrey, William A Godfrey Jr who have Each 1/6 of 89/180 of the said premises Subject to the dower of the said Clementina Godfrey. James Patrick has also an interest in said premises The plaintiff therefore prays that all of said parties now having interest in the said premises may be made defendants hereto and a full and a simple hearing may be had and all just Computation Made and that said premises may be partitioned and the part and portion of this plaintiff Set off to him in Severalty. and for all such other and further relief as may Equitable and just.

Cameron and Benton Attys for Pltff

State of Ohio Union County s.s.

John M. Sanders being first-duly Sworn says the facts Stated and the allegations Made in the foregoing petition are true as he verily believes.

J. M. Sanders.

Sworn to before me by said John M. Sanders and by him Signed in my presence this 4th day of March 1880.

J. D. Radebaugh Mayor

Mar 12th 1880 the following Waver of notice was filed with the clerk of said Court.

John M. Sanders Plaintiff } In Partition
vs } No 3577
Nancy Hill et als Defts }

We John C. Hill and Nancy Hill of near Farmington Fulton county Illinois hereby waive the issueing or giving ~~Service~~ notice in this case and enter our appearance in this case in order to save costs without waiving any rights - March 1880

John C. Hill
Nancy Hill

Mar 12th 1880. The following Waver of Dower was filed.

John M. Sanders }
vs }
Nancy Hill et al }

Now comes the said Clementine Godfrey who is Entitled to a dower in the said Estate described in said petition and waives the right to have the dower set off to her in land and elects to take the value of said dower interest in money. My age now is 41 years.

Witness. E. D. Horton

her
Clementine ~~Godfrey~~ Godfrey
mark

Mar 22d 1880 Summons were issued as follows.

The State of Ohio }
Union County ss }

To the Sheriff of the County of union Greeting

We command ~~ed~~ you to notify. Isaac ~~P~~ Godfrey Minor over 14 years Maggie M. Godfrey over 14 years. Franklin P. Godfrey Minor over 14 years. Elizabeth Godfrey Mina under 14 years of age W. A. Godfrey Minor under 14 years of age Delila Dutton Almina Godfrey. Mary J. Godfrey & Clementina Godfrey that they have been Sued by John M. Sanders in the court of Common pleas of Union County and that unless they answer by the 10th day of April A.D. 1880 the

petition of the said John M. Sanders 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 22d day of March A.D. 1880.

Seal

W. M. Wright Clerk

March 22d 1880 Summons returned Endorsed as follows:
The State of Ohio Union County ss. Received this writ March 13th 1880 at 8 o'clock P.M. and pursuant to its command I served the same on the 20th day of March 1880 by delivering a certified copy thereof to the within named Isaac Godfrey Minor over 14 years, also to Jona[illegible]n Bell as Guardian of said Isaac Godfrey. Also a copy to each of the within named Maggie M. Godfrey and Franklin P. Godfrey, their father being dead and they not having a guardian I delivered to their Mother with whom they live a copy of this writ. I also delivered a certified copy of this writ to the within named Delia Dutton, Almira Godfrey Mary J. Godfrey and W.A. Godfrey and by leaving a certified copy of this writ at the residence of the within named Elizabeth Godfrey and Clementina Godfrey, and as the within named W.A. Godfrey and Elizabeth Godfrey were Minors under 14 years of age, their father being dead and they leaving no guardian. I left at the residence of their Mother Clementina Godfrey with whom they live a certified copy of this writ with the indorsements thereon.
Service 25$ Mileage 2.20 Copies 2.40 Ret 15 Total $7.20- J. J. Miller, Sheriff

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

We command you to notify Anna B. Price and James Patrick that they & others have been sued by John M. Sanders in the Court of Common Pleas of Union County, and that unless they answer by the 16th day April A.D. 1880 the petition of the said John M. Sanders 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 22d day of March A.D. 1880.

Witness my hand and the Seal of said court, this 13th day of March A.D. 1880.

Seal

W. M. Wright Clerk

Sheriffs Return= The State of Ohio Marion County, ss.
Received this writ March 15th A.D. 1880 at 8 o'clock A.M. and pursuant to its Command I did on the 16th day of March 1880 Summon the within named Anna B. Price and James Patrick by delivering a true and certified Copy of this writ with the indorsements thereon to Each of them personally.
Service 4$ Mileage 3.01 Cops 32 Ret & Portage 20 Total $4.01
N. V. Harrison, Sheriff Marion County Ohio

Afterward on the 10th day of May 1880 the following Entry was made on the Journal of said Court. Viz:

John M. Sanders
vs
Nancy Hill et al }

On Motion of the plaintiff and it appearing to the court that the defendants Isaac Godfrey Minor over 14 years, also Maggie M. and Franklin P. Godfrey W.A. Godfrey and Elizabeth Godfrey Minors under 14 years and having been duly and legally served with Summons herein and they having neglected for twenty days from the return of Summons served upon them to apply for a guardian ad litem on motion of the plaintiff herein John M. Broderick is hereby appointed

Guardian for the Minor for said Minor defendants.
And now comes the said John M. Broddick and in open court accepts said appointment.
Afterward on the 10th day of May 1880 the following Entry was Mad on the journal of said Court, viz:

John M. Sanders
vs } No 3579
Nancy Hill et al }

Now came the plaintiff herein by his attorneys and his petition coming on to be heard the Court find that all of the Dependants have Heard due legal notice of the pendancy and demand of the said petition and they are in default for answer and demmer, and that the said petition is thereby confessed by them to be true and upon the issues joined by the said Minor heirs defendant, the court after hearing the testimony find for the plaintiff and that the facts Stated in said petition are true,
The court finds that said Isaac Godfrey Sr died Seized in fee simple of the Lands and tenements in the petition described, that he left the Children and grand Children named in the petition his only heirs and legal representatives and that he died intestate.
The court further find that after his death the said John Godfrey purchased and obtained deeds in fee Simple for the interest of Jackson Godfrey Nancy Hill, Mahala Price Mary Mustine, Mary E. Price, that this purchase was before the death of said Debbie Godfrey, and that said John Godfrey died Seized in fee Simple of 183/360 of said Estate and that he died intestate, leaving a Widow Clemintina Godfrey and the following Children his only heirs at law, to-wit; Delila Dutton, Almina Godfrey, Mary J. Godfrey, Elizabeth Godfrey and William A. Godfrey Jr, that said Clemintina Godfrey is entitled to dower in her late husbands Share of said Lands.
The court do further find that after the death of said Debbie Godfrey the said plaintiff purchased and did obtain deeds in fee Simple for the Shares and interest of William A Godfrey Sr Anna Godfrey, Levi Godfrey, Sarah Simmons, Letitia Fennan, Virginia A Godfrey, James M. Rice, Dora Patrick, Debbie J. Price, Mahala Price, Mary E. Price, Sarah E. Blue, Mary Mustine and that said plaintiff is now the owner in fee simple of said Shares and interest amounting in all to 30/720 of said premises, and the court find that said plaintiff is tenant in Common with said defendants in said premises, and that he is entitled to hold his interest in severality, and that said Maggie M Godfrey is Seized of the 1/360 of said premises, and that said Franklin P. Godfrey is Seized of 1/360 thereof, and said Isaac Godfrey Jr is Seized of 1/32 part thereof, and said Anna E Price of 1/40 part thereof, and said Nancy Hill of 1/72 part thereof That the Children and heirs at-law of John Godfrey are each Entitled to 183/1800 of said premises Subject to the dower of said Clemintina Godfrey.
It is therefore ordered adjudged and decreed that the said Clemintina Godfrey Endowed of one full Equal third part of 183/360 of said Estate and that partition of said Estate be made, and that an order issue to the Sheriff of the County of Union Commanding him that by the oaths of F. J. Sager, Lorenzo Clemmer and A. M. Hale three judicious and disinterested free holders of the vicinity who are hereby appointed Commissioners for that purpose, he cause to be set off and and divided to the plaintiff and to Each of said defendants the part and parcels of the said Estate to which they are herinbefore found Entitled, and that the interest of which said John Godfrey died Seized, to-wit- 183/360 of said Estate the set-off and assign to Clemintina Godfrey her dower and that the said Children of said John Godfrey have their part Subject to said dower, and if ~~said~~ in the opinion of the said Commissioners said premises cannot be divided by Metes and Bounds without injury to the value thereof

they appraise the same. both subject to and also free from dower of the said Clementina Godfrey and of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.
May 11th 1880 An answer was filed with the Clerk of said Court which reads as follows, viz

John M. Sanders
vs
Nancy Hill et al } No 3579. Answer of Minors

And now comes Isaac Godfrey Jr Maggie M Godfrey, Franklin P. Godfrey, Elizabeth Godfrey and William A. Godfrey by their Guardian John M. Brodrick and for answer to the petition of the said plaintiff say they are minor Children of John Godfrey deceased and that they are not acquainted with the facts set forth in the plaintiffs petition and they deny and demand proof of the same and they ask the protection of the court.

J.M. Brodrick, Guardian for the said
for Isaac Godfrey Jr Maggie M. Godfrey Franklin P. Godfrey, Elizabeth Godfrey & William A. Godfrey Minors

Afterward on the 11th day of May, 880 an order of Partition & Dower was issued by the clerk of said court. Which read as follows, viz

The State of Ohio Union county ss— To the Sheriff of said County.- Greeting

We, Command you that without delay, by the oaths of F. J. Sager Lorenzo Chenney and N. M. Hall, You cause to be set off and assigned to Clementina Godfrey widow of John Godfrey late of said County deceased one equal third part of the 183/360 part of the real estate hereinafter described; and that in like manner, by the like oaths of the same men, You cause partition to be made of the following real estate, situate in said County of Union and State of Ohio, bounded and described as follows: Being part of Survey Nos 1455 & 9942— Beginning at a Stake in the North line of Survey No 14559, Thence S 12° E 59½ poles to a Stake in the Centre of the county road and South original line of said Survey- Thence S 78° W. 71 poles and 13 feet to the bank of Rush-Creek Thence down said Creek with the Meanderings thereof to a Stake in the South line of S. R. Sanders land- Thence Easterly with said Sanders South line 69 poles and 5 feet to a stone in west line of said Survey No 14559. Thence along said west line to the N.W. corner of said Survey- Thence N. 78-98° E 9 poles and 5 feet to the place of beginning containing 19 acres of land more or less- among the persons named herein and in the following proportions, to wit:
To John M. Sanders 301/720 part. To Maggie M Godfrey 1/360 part:- To Franklin P. Godfrey 1/360 part- To Isaac Godfrey Jr 1/32 part- To Anna E. Price 1/48 part. To Nancy Hill 1/72 part; also to the following named persons, subject to the said dower. To Delilah Dutton 183/800 part- To Almira Godfrey 183/800 part. To Mary J Godfrey 183/800 part- To Elizabeth Godfrey 183/800 part- To William D. Godfrey 183/800 part- In pursuance of an order lately made in our Court of common pleas, within and for the said county of Union in a certain petition for partition and dower, wherein the said John M. Sanders is petitioner and Nancy Hill et al are respondents— and if in the opinion of the said commissioners it cannot be divided by metes and bounds without injury to the value thereof, they appraise the same both subject to and also free from said dower, 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 11th day of May A D 1880.

W. M. Wright Clerk
Seal

Sheriffs Return — As commanded by the foregoing writ of partition and dower, I have executed the same by the oaths of F. J. Sager Lorenzo Chenney and N. M. Hall, and the 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 29th day of May a.D. 1880
Sluff fees. Mileage 2.00 Ent writ 1.50 Sum & Swear Commissioners 1.50 Rept-Com 50 Ret 20 Total $5.70
Commissioners $4.00 Sage for Survey 3.00 Total Fees $12.70
J. J. Miller. Sheriff

"Commissioner Report"

John M. Sanders
Against
Nancy Hill et al

According to the command of the writ of partition & 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. The said Clemintina Godfrey being present declared that She didnot desire her dower assigned, but desired to have her dower interest in Money and all parties desiring the same, and it appearing to us for the best interest of all the parties to this Suit we didnot assign said dower.
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 at $35.00 per acre. amounting to $665. and free from dower at $40. pr acre Amounting to $760.
Given under our hands this 29th day of May A.D. 1880.
F. J. Sager.
L Chenery } Commissioners
H. W. Hall

June 7th 1880. The following Entry was made on the journal of said Court. Viz
John M Sanders
vs } No 3579
Nancy Hill et al

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 manifest injury to the value thereof and that said Clemintina Godfrey has filed herein her request that her dower be not assigned by metes and bounds, but that She elects to take her interest in Money and that said Commissioners have appraised said premises Subject to said dower at $35.00 per acre in all at $665. and that they have appraised the said premises free from dower at $40. in all free from dower at $760.00. The court finds the said return and proceeding in all respects correct and in conformity to law and therefore do approve and confirm the same. and thereupon came John M. Sanders one of the parties herein and elected to take the said premises at their appraised value free from dower, to wit; at the valuation of $760.00 Therefore the said premises are upon payment of the said John M Sanders of the said Sum of $760.00 hereby adjudged to him. and the court finding no good reason to order otherwise fix the manner of payment to be 1/3 cash. 1/3 in one year and 1/3 in Two years, the defered payments to be secured by mortgage on said premises and upon Making said Cash payment and Securing said defered payments, the Sheriff is ordered to Convey said premises to the said John M. Sanders by deed in fee Simple.

It is further ordered that the Sheriff out of the said first payment, pay 1st to the Treasurer Union County $3.41 being the taxes on said premises.-
&secondly. To the Clerk of this Court the costs of this action, including a counsel fee of $3.00 to Cameron and Burton for their services herein taxed to $6.87
Third- of the residue of said first payment he pay to John M. Sanders $7.11 To Maggie Godfrey $.52 - To Franklin P. Godfrey $.52 - To Isaac Godfrey $5.91 - To Anna E. Rice $4.73 To Nancy Neill $2.62 - To Clemina Godfrey in lieu of her dower $2.27 - To Delia Dutton Almina Godfrey Mary J. Godfrey, Elizabeth Godfrey & William A Godfrey each $1.61
And it is further ordered that the said Sheriff take and deliver to each of the defendants hereinafter to be named two notes of the amount hereinafter to be stated one note due in one year and one note due in two years said notes to draw interest at 6% - To wit: To Isaac Godfrey 2 notes $7.91 Anna E Rice 2 notes $6.33 Nancy Neill 2 notes $3.52 To Clemina Godfrey (in lieu of her dower) 2 notes $30.87 To Delia Dutton. Almina Godfrey Mary J. Godfrey Elizabeth Godfrey, William A Godfrey each two notes of $19.56 And it is further ordered that said John M Sanders shall execute a Mortgage on said premises to secure said notes. It appearing to the court that said John M. Sanders has paid Maggie Godfrey and Franklin P Godfrey in full no notes was are ordered to them, and a writ of restitution is hereby awarded to the said Sheriff to put the said John M Sanders in possession of the said premises.

Attest W. M. Winget Clerk

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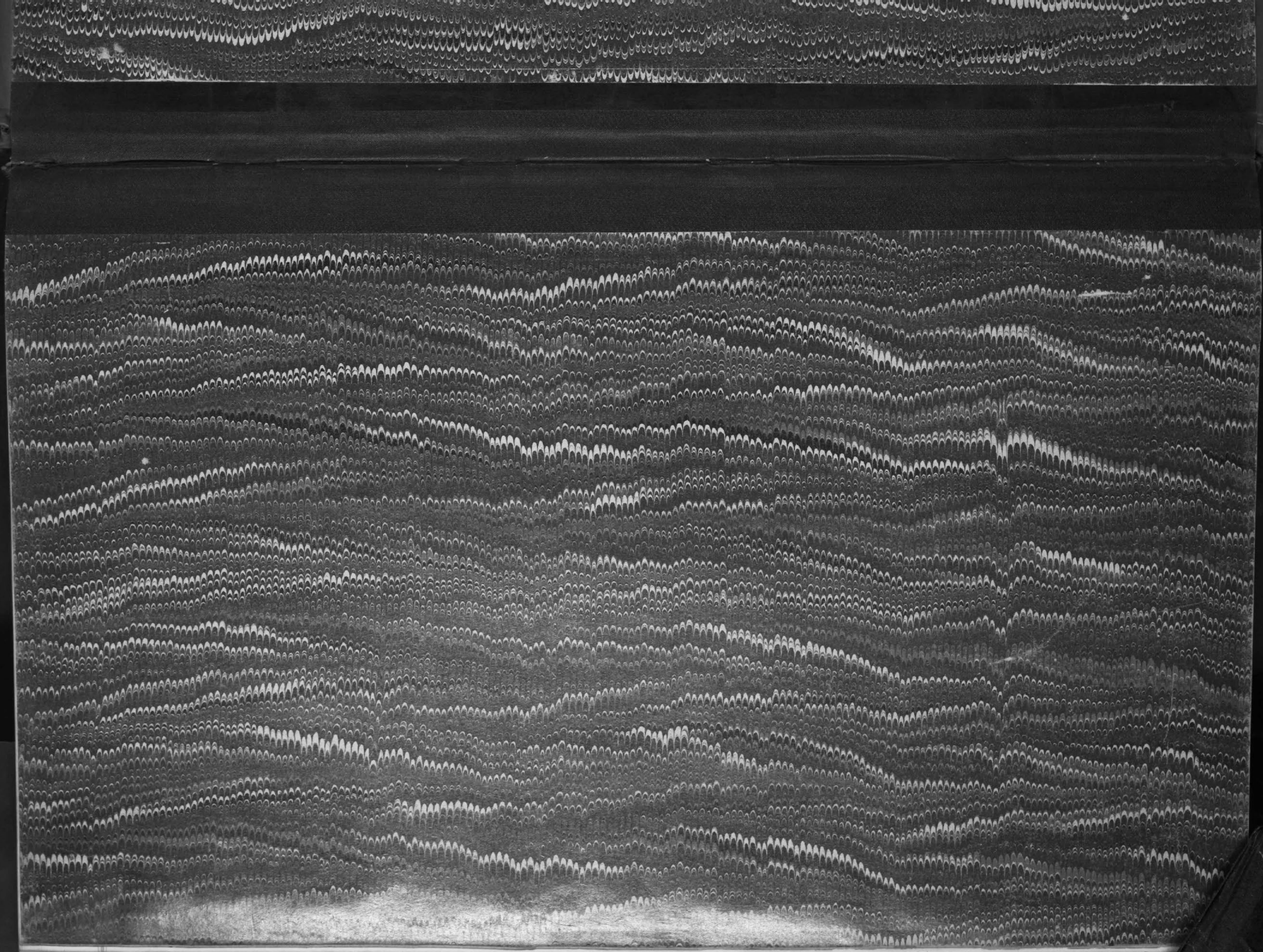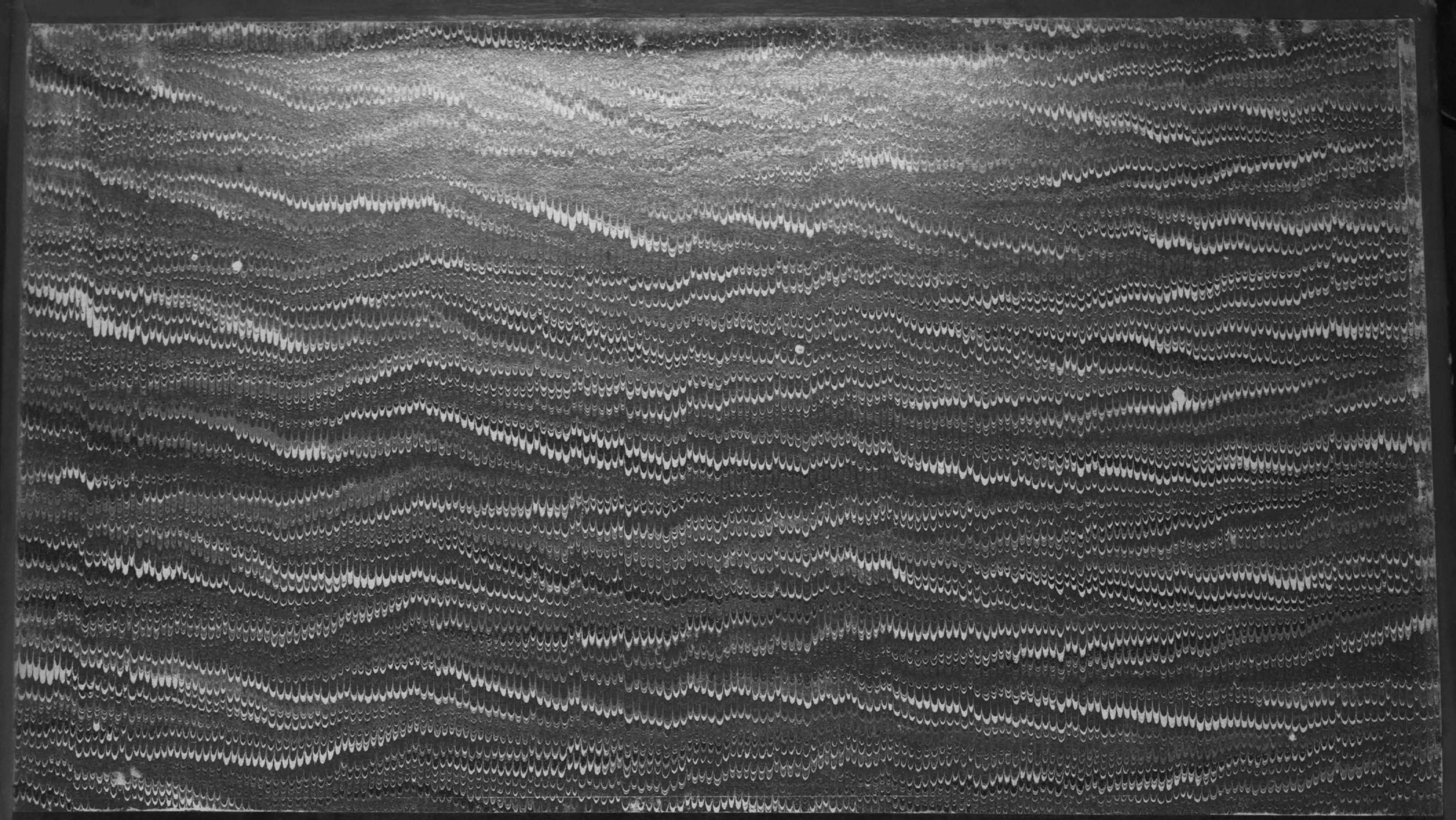
4/17/88 - Thx J.D. Smith Co. - Bursley -