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UNION
COUNTY

487

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Olras rontinurd and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Olras of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of May, to-wit, on the 27th day of May in the year of our Lord one thousand right hundred and eighty nine. Be it remembered that, heretofore, to-wit, on the 25th day of February in the year of our Lord one thousand right hundred and eighty-nine Orlasco J. Case filed in the Clerk's Office of the said Court of Common Olras the following petition against James E. Jolliff et al. to-wit:

Petition

Orlasco J Case, Olaintiff

vs

5768 James E. Jolliff Admr. of Estate of Truston Ford Decd., Sylvester Ford, Henry C. Ford, Wm He. Ford, Amanda Gray, Minerva Reynard, Louisa Saylor, Isaac Saylor, and Minerva Worley, Defendants

Olaintiffs says that on the 28th day of August A. D. 1867 Truston Ford now deceased sold and conveyed to one Wm Saylor by Deed of General Warranty the following described real Estate to-wit: Part of Survey No. 6156, situate in the Township of Saylor, County of Union and State of Ohio. Beginning at a stake in the place of two beeches, sugar and ironwood (gone) N. E. corner of Survey No. 829 and S. E. corner of Survey No. 6156; thence with the North line of said Survey No. 829 continuing the course thereof N. 81° 40' E 149 57/100 poles to a stake and stone; thence N. 80 1/2 E. 107 poles to a stake and stone; thence S 81° 40' E 149 57 poles to a stake and stone in the original East line of Survey N. 6156; thence with said line S 8° 30' W 117 poles to the beginning, containing one hundred acres more or less.

That the consideration of said deed was four hundred dollars. And there was a condition in said deed by which said Truston Ford did warrant the same to said Wm Saylor and his heirs and assigns to free and clear of all incumbrances and that he would forever defend the same to the said Wm Saylor his heirs and assigns against the lawful claims of all persons whatsoever.

That on the 8th day of October A. D. 1867 said Wm Saylor and Wife in consideration of the sum of twenty-five hundred dollars to them paid by Newton Case conveyed to the said Newton Case his heirs and assigns the above described real estate by Deed of General Warranty of that date by which deed they did forever warrant and defend the same to the said Newton Case and his heirs and forever against all lawful claims of all persons whomsoever.

Olaintiff further says that the 17th day of March A. D. 1876

Allen E. McArthur et al. filed a petition in the Circuit Court of the United States for the Southern District of Ohio against Hiram H. Scott Administrator of William Allen and others as the legal heirs of Duncan McArthur, deceased, which bill was amended by said petitioner et al on the 10th day of September A. D. 1885, so as to include all of the lands described in the petition of plaintiff in which petition said petitioner claimed a paramount title to said real estate. That on the 6th day of April A. D. 1886 by a decree of said Circuit Court of the United States for the Southern District of Ohio it was decreed that said Allen E. McArthur and others as set out in said petition had a paramount title to $\frac{135}{192}$ of said real estate as herein described by virtue of said decree said plaintiff who is one of the legal heirs of said Newton Case, deceased, and who was the ostensible owner thereof by virtue of a partition and division of the lands of Newton Case, deceased, was ousted of said lands by the order and decree of said Circuit Court as aforesaid on the 6th day of April A. D. 1886.

That on the 17th day of March A. D. 1887 said lands were sold at partition sale at the petition of Allen E. McArthur et al against Hiram H. Scott et al and said plaintiff was entirely ousted of possession of said lands.

Plaintiff further says that James E. Jolliff is the duly appointed and qualified administrator of the estate of Stanton Ford deceased who died on the --- day of June A. D. 1885, and that the other defendants are his legal representatives of the said Stanton Ford deceased.

That by virtue of said decree of ouster said plaintiff has been damaged in the sum of two hundred and eighty one $\frac{25}{100}$ dollars with interest from the 6th day of April A. D. 1885.

Plaintiff therefore prays judgment against said Sylvester Ford, Henry C. Ford, Wm Ford, Amanda Gray, Minerva Reynard, Louisa Saylor, Isaac Saylor, and Minerva Worley as the legal representatives and heirs of Stanton Ford, deceased for said sum of $281 $\frac{25}{}$ with interest thereon from April 6th 1886, and that the said James E. Jolliff as administrator aforesaid be required by the Court to pay said sum to said plaintiff out of any money in his hands due the estate as heirs of Stanton Ford deceased and for all proper relief in the premises.

J. M. Kennedy, Atty for Pltf.

The State of Ohio,
Union County ss

Velasco J. Case, being duly sworn, says that the facts and allegations of the foregoing petition are as he believes true.

Velasco J. Case.

Sworn to and subscribed by the said Velasco J. Case before me this 25th day of February A. D. 1889. [seal] A. H. Kellerath.

Summons

5768

Sheriff's Return

Waiver

To the Clerk:

Issue summons to Sheriff of Union County, Ohio returnable according to law for Sylvester Ford, Henry C. Ford, James L. Jolliff administrator of Simpson Ford deceased, Wm H. Ford, Louisa Saylor and Minerva Worley. Indorsed: Judgment claimed on Breach of Warranty $281 25/100 with interest from April 6th, 1886.

J. M. Kinney Atty. for Pltf.

Summons

5768

Afterward, on the 25th day of February, 1889, a summons was issued by the Clerk of said Court.

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

You are hereby commanded to notify James L. Jolliff, Administrator of estate of Simpson Ford deceased, Sylvester Ford, Henry C. Ford, Wm H. Ford, Amanda Gray, Minerva Raynard, Louisa Saylor, Isaac Saylor and Minerva Worley that they have been sued by Velasco J. Case in the Court of Common Pleas of Union County, and must answer by the 30th day of March A. D. 1889, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 11th day of March A. D. 1889.

Witness my hand and the seal of said Court this 25th day of February A. D. 1889.

Seal

R. M. Crory, Clerk.

Indorsed: In action for Breach of Warranty. Amount claimed $281 25/100 6% from April 6th, 1886.

Sheriff's Return

And afterward, on the 2d day of March, 1889, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

The State of Ohio, Union County.

Received this Writ February, A. D. 1889, at one o'clock P. M. and served same by leaving a certified copy thereof with the indorsements thereon at the usual place of residence of James L. Jolliff, Henry C. Ford, W. Ford, Sylvester Ford, Louisa Saylor, and Minerva Worley on the 28th day of February 1889.

Amanda Gray, Minerva Raynard and Isaac Saylor not found in my County.

Thomas Martin, Sheriff.

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Waiver

Afterward on the 1st day of March, 1889, Waiver was filed with the Clerk of said Court.

Dixon, Van Wert County, Ohio. March A. D. 1889

I, Amanda Gray one of the above named defendants hereby waive the issuing and service of summons in the above entitled

case and order my appearance herein saving any and all rights and may have thereto.

Amanda Gray.

Affidavit for Publication | Vrlasco J. Case vs Jamre L. Jolliff | Union Court of Common Pleas. | Answer 5768

Vrlasco J. Case, the above named plaintiff make solemn oath that service of summons can not be made upon the said defendants Minerva Reynard and Isaac Saylor within the State of Ohio, that their residence is to the plaintiff unknown to this plaintiff and can not by reasonable diligence be found.

That in this action summons has been issued to the other defendants and that this action is one provided for by section--

Vrlasco J. Case.

Sworn to and subscribed by the said Vrlasco J. Case before me this 25th day of February, A. D. 1889.

Seal

A. H. Kollrfrath, Notary Public

Proof of Publication | Vrlasco J. Case vs Jamre L. Jolliff Admr. of the estate of Truston Ford decd. et al | Union County, Ohio | Court of Common Pleas | Legal Notice

Minerva Reynard and Isaac Saylor, whose several places of residence is unknown to the plaintiff will take notice that on the 25th day of February A. D. 1889, said plaintiff filed his petition in the Union County Court of Common Pleas, praying for a judgment against the heirs of Truston Ford, deceased, for breach of warranty upon the real estate described in the plaintiff petition, and bring the lands sold by Truston Ford and wife to one Wm Saylor, by deed of general warranty, dated August 27, 1867 and by said Wm Saylor and wife to Nelson Case, now deceased.

The prayer of said petition is for judgment against Sylvester Ford, Henry C. Ford, W. H. Ford, Amanda Gray, Minerva Reynard, Louisa Saylor, Isaac Saylor, and Minerva Worley for the sum of $281 25 with interest thereon from the 6th day of April, A. D. 1886, and that said Administrator be ordered by the Court to pay said plaintiff said sum with its interest.

Unless said defendants answer the same by the 6th day of April A. D. 1889, the same will be heard true and judgment taken accordingly.

Printers Fees 13.00

The State of Ohio, Union County ss | The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with February 27th, 1889

W. A. Shearer

Sworn to and subscribd brfor me this 7th day of June, 1884.
R. McA Gray, Clerk.

Answer

Afterward, on the 6th day of June, 1884, the following Entry was made on the Journal by the Clerk of said Court.

5768 Velasco J. Case
vs
James L. Jolliff Admrc:

Court of Common Pleas.
Answer of James L. Jolliff Admr.

The defendants James L. Jolliff, Administra-tor of the estate of Irvston Ford, deceasd, Sylvestr Ford Henry C. Ford, Wm H. Ford, Amanda Gray, Minerva Reynerd, Louisa Saylor, Isaac Saylor and Minerva Worley, defendants for answer to plaintiff petition say they admit that on the 28th day of August 1867 Irvston Ford, now deceasd, sold and conveyd by deed of genral warranty to one Wm Saylor the land discribd in the petition for the consideration of $400.00; that on the 8th day of October 1867 said Wm Saylor and wife conveyd said land to one Newton Case by deed of genral warranty for the consideration allegd; that the heirs of Duncan McArthur deceasd, in a suit in the United States Circuit Court for the Southern District of Ohio afterwards recovered the title to the undivided 135/192 of said land by decree and that said lands were sold afterwards at partition sale by order of said United States Circuit Court; that said James L. Jolliff is the duly appoint-ed and qualifid administrator of the estate of said Irvston Ford, deceasd, and that the other defendants are the heirs and legal representatives of said Irvston Ford, deceasd, and they deny all the other allegations in the petition contained.

First Defense: Defendants further say that said Newton Case died intestate leaving a widow ------ and the following persons his heirs at law: Lucretia Krit, Electa A. Wilcox, Elmina E. Yorkin, Clinton W. Case, Rachel S. Joslin and the plaintiff Velasco J. Case; that on the 2nd day of September 1884 said Lucretia Krit and the other heirs above named of said Newton Case, deceasd, except the plaintiff, conveyed the land discribd in the petition to said Velasco J. Case by a quit claim deed which contained no covenants whatever in consideration of the sum of $4000.00 to them paid by said Velasco J. Case as therein expressed, and that said Velasco J Case title to said land of which he was divested by the said procedings in the United States Circuit Court was derived from said quit claim deed and by inheritance from said Newton Case, deceasd, in the following proportion: 5/6 by said deed and 1/6 by inheritance.

Said deed is recorded in Vol. 54, Page 605 of the Union County deed records.

Second Defense:

Defendants further say that on the 24th day of

December, 1884 the said Velasco J. Case plaintiff and his wife in consideration of $2000 00/100 Dollars paid by one Charles M. Kruton executed and delivered to said Charles M. Kruton their mortgage deed whereby they conveyed to said Kruton the land described in the petition to secure the payment of a promissory note of that amount bearing interest at the rate of eight per cent per annum and in said mortgage deed the plaintiff covenanted that he was lawfully seized of said premises, that the same were free and clear of all encumbrances whatsoever and that he would warrant and defend the same against the lawful claims of all persons whomsoever.

The interest on said indebtedness has not been paid since December 24th, 1886 and no part of the principal has been paid by said plaintiff.

Said mortgage deed was filed with the Recorder of Union County, Ohio, for record December 24th, 1884 and recorded in Volume -- Page --- of his Mortgage Record and same is not cancelled of record.

Defendants further say that on the 30th day of January 1885 said plaintiff and wife in consideration of $5553 50/100 Dollars paid by C. and J. Cooper and Co. executed and delivered to said C and J. Cooper and Co. their mortgage deed whereby they conveyed to said C and J. Cooper and Co. the land described in the petition to secure the payment of a promissory note of that amount and in said mortgage deed the plaintiff covenanted that he was lawfully seized of said premises, that the same were free and clear of all encumbrances and that he would warrant and defend the same against the lawful claims of all persons whomsoever.

Said mortgage was filed for record with the Recorder of Union County, Ohio, February 3rd, 1885 and recorded in Volume ---- Page ---- of his Mortgage Record and the same is not cancelled upon the record and defendants therefore believe and aver that the same is unpaid and is a valid lien on said premises.

Defendants say that the fair market value of said land is not more than $3000 00/100; that it could not be sold for any more than enough to pay the liens placed thereon by plaintiff while in his possession with costs, taxes &c and that said mortgagees should be made parties to this action and their rights under their mortgage from plaintiff adjudicated and if any thing be found due him on the breach of warranty of title by said Fenton Ford, deceased, it should inure to their benefit rather than his by reason of the covenant contained in said mortgage.

Third Defense.

The defendants further say that the other heirs of Newton Case, deceased, have since the failure to the title to said land and since they conveyed the same to

plaintiff by quit claim deed as aforesaid paid and made good to said Velasco J. Caer plaintiff all he lost by reason of said failure of title and breach of warranty by Sinton Ford deceased, and that having been paid and compelled once therefor he is not entitled to more.

Defendants deny that said Velasco J. Caer has any claim whatever against the estate of Sinton Ford deceased or that he has been damaged in any sum by the failure of the title to the part of said lands alleged.

Wherefor the defendants ask that the Administrator be protected, that this action be dismissed at plaintiff's cost and for all other relief that may be proper in law and equity.

Cole & Cole
Attorneys for Defendants.

The State of Texas.
Union County ss

Janes E. Jolliff, being first duly sworn says he is the duly appointed and qualified Administrator of the estate of Sinton Ford, deceased, and that the facts stated and allegations in the foregoing answer are true as he believes.

Janes E. Jolliff.

Sworn to and subscribed before me this 27th day of May, 1889.

Joseph Cowan. J. P.

Demurrer

Afterward, on the 14th day of June, A. D. 1889, Demurrer to Answer was filed with the Clerk of said Court.

5768

V. J. Caer
vs
Janes E. Jolliff

Union County Court of Common Pleas

Now comes V. J. Caer by his attorney and demurs to the defendants answer and for cause says: That said first and second causes of defense of answer does not state facts sufficient to constitute a defense to plaintiff petition.

J. M. Kennedy, Atty. for Pltf.

Entry

Afterward on the 21st day of June, 1889, the following Entry was made on the Journal by the Clerk of said Court.

5768

V. J. Caer
vs
Janes E. Jolliff et al

This cause come on to be heard upon demurrer to the first and second defense set up in the defendants answer and the Court being fully advised in the premises doth sustain said demurrer.

Thereupon the defendant asked and obtained leave to file amended answer within 30 days thereafter to which

time this cause was passed.

Entry

Afterward on the 15th day of July, 1889, the following Entry
5768 was made on the Journal by the Clerk of said Court.

Orlasco J. Case
vs
James L. Jolliff et al

This day this cause came on to be heard upon the petition of plaintiff the defendants not desiring to further plead and the case being submitted to the Court, and the Court being fully advised in the premises doth find for the plaintiff and assess his damage at $300.00 inclusive of interest to the entry of this decree.

It is therefor adjudged ordered and decreed by the Court that the plaintiff recover a judgment against said defendants for said sum of $300.00 and his costs herein taxed and it is further ordered by the Court that the Administrator pay to said plaintiff out of any money in his hand of the estate of Sumpter Ford, deceased, said sum of $300.00 in full of claim and interest and costs taxed at $-----.

Attest R W Emory clerk

Ohio continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio before the Honorable John L. Price, Judge of said Court, of the term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty nine.
Be it remembered that, heretofor, to-wit, on the 25th day of May 1889 Lillie Biggs filed in the Clerk's office of the said Court of Common Pleas the following petition against Joseph Biggs, to-wit:

Petition
5810

Lellie Biggs
vs
Joseph Biggs

Court of Common Pleas, Union County, Ohio.

Plaintiff says she has been a resident of the State of Ohio for the year last past and has been a bona-fide resident in the County of Union.

That on or about the 31st day of January 1884 she was married to said defendant. The following children were born of such marriage; Loyd Biggs age four years & Gracie Biggs two years old.

Defendant has never since said marriage furnished said plaintiff with the necessaries of life but left her to get them with her own exertions & labor & by the charity of friends and that since October, 1888 said defendant has wholly failed and willfully neglected to provide plaintiff with the common necessaries of life.

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so that plaintiff has been compelled to live upon the charity of friends and her own exertions because of said defendants idleness, profligacy and dissipation: Said defendant has had the means of supporting said plaintiff, by bringing constant receipt of wages.

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

W. S. Hoopes, Atty for Plff

Praecipe — To the Clerk:

Issue summons on the within party directed to the Sheriff of Union County, Ohio. Indorsed: Action for divorce & alimony, returnable according to law.

W. S. Hoopes Atty.

Summons — And thereupon a summons in the following words & figures was issued in said cause indorsed as follows:

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

You are commanded to notify Joseph Bigge that Nellie Bigge 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 and dissipation and asking that she be divorced from him, and that alimony be granted her and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and sixweeks from and after the service of this writ.

You will make due return of this summons on the 3rd day of June, A. D. 1889.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 25th day of May A. D. 1889

seal

R. McCrory, Clerk.

Sheriff's Return — And afterward, on the 31st day of May, A. D. 1889, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

Service	$	30
Copy		30
Mileage	3	20
Docket		20
Total.	$4	00

Received 10 o'clock A. M. on the 25th day of May, A. D. 1889, and on the 31st day of May, A. D. 1889, I served the same by delivering a true copy thereof with the indorsements thereon together with a certified copy of the petition to the within named Joseph Bigge on the 31st day of May A. D. 1889.

Thomas Martin, Sheriff.

Entry

5810

Afterward, on the 21st day of November, the following Entry was made on the Journal by the Clerk of said Court.

Lellie Briggs
vs
Joseph Briggs

Court of Common Pleas Union County, Ohio.

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

The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Lellie Briggs and Joseph Briggs 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 Zoya Briggs be and the same is hereby given to the said Joseph Bigge with the privilege granted to said plaintiff to visit said Zoya Bigge at all reasonable times and of said Zoya Bigge visiting said plaintiff when he may desire.

That the custody, care, education and control of said Gracie Bigge be and the same is hereby given to the said plaintiff with the privilge granted said Joseph Bigge to visit her all reasonable times and for her to visit him when she may desire.

It is further considered by the Court that the said plaintiff recover from the said defendant her costs herein expended taxed to -- $ and that in default thereof for thirty days that execution issue therefor.

W. W. Ayers, Atty. for Deft.
W. S. Hoopes, Atty. for Plff.

Attest R. McCoy clerk

Petition 5486

Entry

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Ohras continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John N. Price, Judge of said Court, of the term of October to-wit, on the 29th day of October in the year of our Lord one thousand eight hundred and eighty-eight.

Be it remembered that, heretofore, to-wit, on the 4th day of February in the year of our Lord one thousand eight hundred and eighty nine Walter R. Sutton filed in the Clerk's office of the said Court of Common Pleas the following Petition against James M. Dishazer et al., to-wit;

Petition — Walter R. Sutton
vs
5486 — James M. Dishazer
Mary E. Dishazer
Patrick Hendrickson
Alexander Burnside

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

First Cause of Action:

The defendant James M. Dishazer is indebted to the plaintiff in the sum of Nine hundred and forty (940^{00}) dollars which plaintiff claims with interest from the 4th day of September, A. D. 1885 on a promissory note of which the following is a copy. There are no credits or indorsements thereon.

" 940^{00}. September 4th, A. D. 1885
" One year from date I promise to pay to C. M. Sapp, or bearer,
" nine hundred and forty dollars with 8 per cent interest from
" date for value received. Secured by mortgage.
" James M. Dishazer.

Second Cause of Action:

At the time of delivering said note and to secure the payment of the same, the defendant, James M Dishazer together with his wife, Mary E. Dishazer who released her dower therein duly executed and delivered to one C. M. Sapp their certain mortgage and conveying the following described premises, situate in the County of Union Township of York and State of Ohio and part of Survey No. 3470 and bounded and described as follows:

Beginning at a stake in the center of the Marysville & Kenton Gravel Road N. 12½ W. 9 50/100 poles from where the South line crosses said road; Witness a stone with bricks under it. N 79½ W. 25 feet; thence with the center of said road N. 12½ W 31 50/100 poles to a stake; Witness a stone with bricks under it 77½ W 25 feet; thence N. 77½ W 92/100 poles to two stakes in the line of John B. Heyder land; thence with his South line S 12, W 27 poles to a stone; thence 77½ E 106 poles to the place of beginning, containing thirty four acres more or less.

Said Conveyance contained a condition. That if the

"said James M. Hishazer should cause to be paid to C. M. Sapp
"or bearr, his three promissory nôte of even date, the first of
"which for $940.00 due in one year from date,
" the second for $600.00 due in two years from date and
" the third for $500.00 due in three years from date. All of said
"nôte to draw six per cent. interest from date. Then said
"conveyance to be void.

Said mortgage was on the 9th day of November, 1885 duly presented for record to the Recorder of Union County, Ohio, and was by him recorded November 21st, 1885 in Book No. 22 Page 375 in Mortgage Records of said Union County, Ohio.

Said C. M. Sapp duly assigned to plaintiff said first mentioned nôte together with said mortgage in so far as it secure said first mentioned nôte.

Said first nôte is matured and wholly unpaid and there is due the plaintiff on it the sum of $940.00 with interest from the 4th day of September A. D. 1885.

The owner of said second nôte as plaintiff is informed is - - - , which said nôte fell due September 4th, 1887.

The said Edwin P. Wanger defendant is as plaintiff is informed the owner of said third mentioned note which will fall due September 4th, 1888. Plaintiff asks Judgment against the said James M. Hishazer of $940.00 with 6 per cent interest from September 4th, 1885 and that in default of the payment of the amount now due and payable or that may become payable before Judgment herein, said mortgage may be foreclosed and said premises sold and the proceeds applied to the payment of the debt due plaintiff, and for such further relief as is proper and that this case be continued until the maturity of the third mentioned nôte herein.

John M. Hamilton Attf. Atty.

State of Ohio,
Logan County, ss,

Walter R. Sutton, being sworn, says that the matters set forth and the allegations made in his foregoing petition are true as he believe.

Walter R. Sutton.

Sworn to before me, a Notary Public, and subscribed by the said Walter R. Sutton in my presence this 3rd day of October, A. D. 1887.

W. L. Sawtell, Notary Public

Praecipe

To the Clerk: Praecipe filed February 10th, 1888.

Issue summons for the defendants James M. Hishazer and Mary E. Hishazer directed to the Sheriff of Hardin County Ohio. And for the defendant Patrick Hendrickson, directed to Sheriff of Franklin County, Ohio, returnable according to law.

John M. Hamilton, Atty. for Attf.

Summons

Sheriffs Return

Summons

Summons

And thereupon a summons in the following words and figures was issued in said cause indorsed as follows:

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

We command you to notify James M. Dishazer and Mary E. Dishazer that they have been sued by Walter R. Sutton 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 plaintiff Walter R. Sutton against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 20th day of February, A. D. 1888.

Seal

Witness my hand and the seal of said Court, this 10th day of February, A. D. 1888.

R. McCrory, Clerk

Indorsed: In action for foreclosure and sale of land.

Sheriffs Return

And afterward, on the 18th day of February, 1888, the Sheriff of said County returned said summons to the Clerks office in said County, which return is as follows:

Service	$	45
Mileage	2	70
Copy		50
Return and		
Postage		35
Total	$4	00

The State of Ohio
Hardin County

Received this writ February 18th, A. D. 1888 at 10 o'clock A. M. and pursuant to its command, on the 17th day of February A. D. 1888. I served the same by delivering a certified copy hereof with the indorsements thereon to the within named Mary E. Dishazer. And at the same time I left a certified copy hereof with the indorsements thereon at the usual place of residence of the within named James M. Dishazer.

J. S. Scott, Sheriff
Hardin County, Ohio.

Summons

And thereupon a summons in the following words and figures was issued in said cause indorsed as follows:

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

We command you to notify Patrick Hendrickson that he has been sued by Walter R. Sutton 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 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.

Seal

Witness my hand and the seal of said Court this 10th day of February A. D. 1888.

R. McCrory, Clerk

Sheriff's Return

And afterward on the 21st day of February, A. D. 1888, the Sheriff of said County returned said summons to the Clerks office in said County, which return is as follows:

The State of Ohio
Franklin County

Received this writ February 18th, A. D. 1888, at 10 o'clock A. M. and pursuant to its command, on the 17th day of February A. D. 1888, after diligent search I was unable to find the within named defendant Patrick Hendrickson in my Bailwick.

Mileage	$	80
Postage		04
Copy		20
Doc.rds Rec		25
Return		30
Total	$1	59

B. W. Custer, Sheriff
By M. S. Custer, Deputy.

Answer and Cross-Petition.

Afterward, on the 23rd day of February, 1888, Answer and Cross-Petition was filed with the Clerk of said Court.

5486

Walter R. Sutton
vs
James M. Mishagen
Mary E. Mishagen
Patrick Hendrickson
Alexander Burnside

In the Court of Common Pleas
Union County, Ohio

Answer and Cross-Petition.

Now comes the defendant Alexander Burnside and waives the issuing and service of process in the above entitled case and enters his appearance thereto and files this his cross-petition and answer to plaintiff petition and says that there is due him from his co-defendants James M. Mishagen the sum of $500.00 on a promissory note with interest from September 4th, 1885 of which note the following is a copy. There are no credits or indorsements thereon.

" $500.00. September 4th, A. D. 1885.

" Three years from date I promise to pay to C. M. Sapp, or bearer, "Five Hundred dollars with six per cent. interest from date for "value received.

" James M. Mishagen

Said answering defendant further says that the said note above described is secured by mortgage described in the plaintiffs petition and upon the premises therein described and that said mortgage was duly executed and recorded as alleged in the petition.

Wherefore the said debt of Alexander Burnside asks Judgment against the said James M. Mishagen in the sum of $500.00 with 6 per cent interest thereon from the 4th day of December A. D. 1885 and that said premises as described in the petition may be sold and the proceeds applied to the payment of claims of the defendants as they may be entitled according to their respective priority and for such other and further relief as is proper.

Alex Burnside.

State of Ohio, Alexander Burnside, being duly sworn, says that
Logan County. the matters set forth and the allegations made in the
foregoing cross-petition and answer are true as he believes. Alex Burnside

Sworn to before me and in my presence subscribed this 15th day of February, 1888.

Ernest M. Hamilton, Notary Public,
Logan County, Ohio.

Seal

Entry

5486

Afterward, on the 22nd day of March, A.D. 1888, the following Entry was made on the Journal by the Clerk of said Court.

Walter R. Sutton
vs
James M. Bishazer et al

Journal 14, Page 430
In Court of Common Pleas, of Union County, Ohio

This cause now coming on for hearing was submitted to the Court on the pleadings and the evidence and on consideration thereof the Court finds that the defendants James M. Bishazer and Mary E. Bishazer have been duly served with summons in this case and that they are in default for answer and demurrer. And that the allegations of the petition of plaintiff and the answer and cross-petition of Alexander Burnside are by them confessed to be true. And that there is due the plaintiff from the defendant James M. Bishazer on the promissory note set forth in the petition the sum of $940.00 with interest to the date of this decree at 6 per cent from September 4th, 1885.

That there is due from the defendant James M. Bishazer to his co-defendant Alexander Burnside on the note set out in his answer and cross-petition the sum of $500.00 with six per cent. interest from September 4th, 1885 to date of this decree.

The Court further finds that in order to secure the payment of said note, the defendants James M. Bishazer and Mary E. Bishazer, his wife, executed and delivered to C. M. Sapp their certain mortgage as in the petition described and on the premises therein described, that said mortgage was duly recorded in Book 27, Page 375 of mortgage records of Union County Ohio, and is a good and valid lien on the premises described in the petition. And the conditions of said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover of the defendant James M. Bishazer the said sum of $940.00 with interest at six per cent from September 4th, 1885, to-wit, the sum of --- $ and his costs herein taxed at --- $.

That there is due the defendant Alexander Burnside from his co-defendants James M. Bishazer on the note set out in his answer and cross-petition the sum of $500.00 with 6 per cent interest from September 4th, 1885, and his costs herein taxed at --- $.

And it is further adjudged and decreed that unless the defendant James M. Bishazer shall within 5 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid, to-wit; the sum of $940.00 with six per cent interest from September 4th, 1885; and to

the defendant Alexander Burnside the amount so found due him as aforesaid, to-wit: the sum of $500.00 with six per cent interest from September 4th, 1885. The defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of 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.

Amended Petition — 5486

Motion — Afterward, on the 29th day of May, 1888, the following Motion was filed with the Clerk of said Court.

5486 — Walter R. Sutton vs James M. Mishagen et al — In Court of Common Pleas, Union County, Ohio

Now comes the plaintiff and moves the Court to vacate the Judgment and order therefor made herein on the 22nd day of March, 1888, for the reason that the description of said premises in said mortgage described in plaintiffs petition is defective and did not convey the premises intended to be conveyed by the parties. And moves the Court for leave to file an amended petition herein and to make Rees Minshall and Amanda Minshall, his wife, J. R. Shorton, and Emily Shorton, his wife, C. M. Sopp and Rebecca Sopp, his wife, parties defendant herein.

John M. Hamilton, Atty for Pltf.

Entry

Afterward, on the 29th day of May, 1888, the following Entry was made on the Journal by the Clerk of said Court.

5486 — Walter R. Sutton vs James M. Mishagen — Journal 14, Page 464, In Court of Common Pleas, Union County, Ohio

This day this cause came on to be heard upon the motion of plaintiff to vacate the Judgment and order therefor made herein on the 22nd day of March, 1888. And to make Rees Minshall, Amanda Minshall, J. R. Shorton, Emily Shorton, C. M. Sopp and Rebecca Sopp parties defendant in said action. And upon consideration thereof by the Court said motion is sustained and it is ordered that said Judgment and order be and the same is hereby vacated.

And this cause is ordered to be redocketed. And the plaintiff has leave to file an amended petition herein, instanter and cause new summons to issue thereon. And said amended petition is filed accordingly and the said Rees Minshall, Amanda Minshall, J. R. Shorton, Emily Shorton, C. M. Sopp, and Rebecca Sopp are hereby made parties defendant.

Amended Petition — 5486

Afterward, on the 29th day of May, 1888, the following Amended Petition was filed with the Clerk of said Court

Amended Petition 5486	Walter A. Sutton vs James M. Dishazer Mary E. Dishazer, his wife, E. S. Kendrickson Alexander Burnside	In Court of Common Pleas Union County, Ohio. Amended Petition

First Cause of Action:

The defendant James M. Dishazer is indebted to plaintiff in the sum of $940.00 which plaintiff's claim with interest from the 4th day of September, 1885 on a promissory note of which the following is a copy:

" $940.00 September 4th, 1885.

" One year from date, I promise to pay E. M. Sopp, or bearer, Nine " Hundred and Forty dollars with six per cent interest for value received. " Secured by mortgage.

" James M. Dishazer

Second Cause of Action:

At the time of delivering said note and to secure the payment of the same, the defendants James M. Dishazer together with his wife Mary E. Dishazer duly executed and delivered to E. M. Sopp their certain mortgage and thereby intending to convey the following real estate, situated in the County of Union State of Ohio and in the Township of York and in Survey No. 3470 on the waters of Bokes Creek: Beginning at a stake in the center of the Marysville and Kenton Gravel Road N. 12½ W. 9.5 poles from where the South line of said Survey crosses said road (Witness a stone or brick N. 77½ W 25 feet): thence with the center of said road N. 12½ - W 56.5 poles to an angle in said road: thence with the center of said road N. 4½ - W 18 poles to a stake: thence N. 81½ - W 77 poles to a stone: thence S 12 - W. 57 75/100 poles to a stone: thence S 77½ - E. 106 poles to the place of beginning, containing 34 acres of land more or less.

Plaintiff avers that on account of a mutual mistake made by said parties to said instrument only the south half of said premises were conveyed.

Said mortgage was conditioned: That if the said James M. Dishazer should pay to the said E. M. Sopp, or bearer, his three certain promissory notes dated September 4th, 1885, conditioned for the payment of $2040.00 in the manner following:
First Note of $940.00 due in one year from date,
Second Note of $600.00 due in two years from date,
Third Note of $500.00 due in three years from date, all of said Notes bearing 6 per cent interest from date then said conveyance should be void.

Said mortgage was on the 21st day of November, 1885 recorded in Mortgage Book 22, Page 375 of Mortgage Records of Union County Ohio. Said note of $950.00, now owned by plaintiff has become due and payable, and no part thereof has been paid, and the conditions of said Mortgage has been broken.

The defendants E. S. Hendrickson and Alexander Burnside have a claim to have some claim or interest in said premises but plaintiff avers that the same are subordinate to plaintiffs claim and plaintiff asks that they may be compelled to set the same up or be forever cut off from asserting the same.

Plaintiff further says that the mistake in said description was first made in the conveyance from Rees Minshall and Amanda Minshall to Z. R. Shoniton, recorded in Book 56 Page 445 of Deed Record of Union County, Ohio.

And that the same mistake was made in the conveyance from Z. R. Shoniton and Emily Shoniton, his wife, to C. M. Sopp which deed is recorded in Book 59, Page 380 of Deed Records as aforesaid and that the same mistake occurs in the conveyance of said premises by C. M. Sopp and Rebecca Sopp his wife to the defendant James M. Mishaker which deed is recorded in Book 57, Page 136 of Deed Records as aforesaid.

Plaintiff therefor prays that the said Rees Minshall and Amanda Minshall, Z. R. Shoniton and Emily Shoniton, and C. M. Sopp and Rebecca Sopp be made parties defendant herein and that summons issue to them therefor.

That said description of said premises be corrected so that it will convey the premises described in the amended petition according to the intention of the parties.

And ask judgment against the said James M. Mishaker in said sum of $940.00 with 6 per cent interest from September 4th, 1885, and that said premises may be sold and the proceeds applied to the payment of said judgment and for such other relief as is proper.

John M. Hamilton, Atty. for Plff.

The State of Ohio, Union County, ss | John M. Hamilton, being sworn, says he is the attorney of the said plaintiff duly authorized herein.

That the said plaintiff is a nonresident of the said County of Union, and that the matters set forth in the foregoing amended petition are true as he believes.

John M. Hamilton.

Sworn to before me and subscribed by the said John M. Hamilton this 22nd day of May, 1886.

Seal

R. M. McCrory, Clerk.

Entry

Afterward, on the 29th day of May, 1886, the following Entry was made on the Journal by the Clerk of said Court.

5486 Walter R. Sutton vs James M. Mishaker | Entry of Appearance. In Court of Common Pleas, Union County Ohio

Now comes the defendants, E. S. Hendrickson and Alexander Burnside and waive the issuing and service of summons in the above entitled action and enter their appearance thereto to the amended petition of plaintiff.

E. S. Hendrickson, Alex. Burnside
By John M. Hamilton, Atty.

Cross Petition and Answer E. S. Hendrickson

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Cross Petition
&c Answer
E. S. Hendrickson

Walter R. Sutton
vs
Jaure M. Mishazer
Mary E. Mishazer
E. S. Hendrickson
Alexander Burnside
Amanda Minshall
J. R. Thornton
C. M. Sapp

In the Court of Common Pleas
Union County, Ohio

Cross-Petition &c Answer of
E. S. Hendrickson.

Afterward, on the 24th day of May, A. D. 1888, the following Answer & Cross-Petition was filed with the Clerk of said Court

Now comes E. S. Hendrickson &c by way of cross petition and answer to plaintiff amended petition says that on the 4th day of September 1885 Jaure M. Mishazer and Mary E. Mishazer, his wife, who released her dower therein duly executed and delivered to one C. M. Sapp his certain mortgage deed conveying the premises described in plaintiff petition. Said conveyance contained a condition that if said Jaure M. Mishazer should cause to be paid to the order of said C. M. Sapp his three certain promissory notes of even date conditioned for the payment of $2040 as follows: $940.00, $600.00 &c $500.00 and due in one, two, &c three years respectively with interest at the rate of 6 per cent from date of which the following is a copy of said second note.

" $600.00. September 4th, 1885

" Two years from date I promise to pay to C. M. Sapp, or
" bearer Six hundred dollars with 6 per cent interest from date
" for value received.

" Jaure M. Mishazer

Said mortgage was on the 4th day of November 1885 at 10 o'clock A. M. duly left for record in the Recorders office of Logan County and was on the 21st day of November, 1885 duly recorded in Mortgage Book 22, Page 375 Logan County Ohio, with Recorder in said County.

Said C. M. Sapp duly transferred to this answering defendant said second note together with said mortgage in so far as it secures said second note.

Said second note is matured and wholly unpaid and there is due this answering defendant on said note the sum of Six hundred dollars with interest at the rate of 6 per cent from the 4th day of September, 1885.

Wherefore this answering defendant prays that said premises discribed in plaintiff petition may be sold and the proceeds applied to the payment of said claims according to their priority and for such other and further relief as is proper.

John M. Hamilton Atty for
E. S. Hendrickson.

The State of Ohio,
Logan County, ss

John M. Hamilton, being sworn says that he is the Attorny of E. S. Hendrickson duly authorized therein 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.

John M. Hamilton.

Sworn to before me and in my presence subscribed by the said John M. Hamilton this 28th day of May, 1888.

Ernest M. Hamilton
Notary Public, Logan Co., Ohio

Seal

Praecipe Walter R. Sutton
vs
James M. Mishagen etal

In Court of Common Pleas

Praecipe Filed May 29th, 1888.

To the Clerk:

Issue summons for the within named defendants, James M. Mishagen, and Mary E. Mishagen directed to Sheriff of Hardin County, Ohio, Wm Minshall, Amanda Minshall, directed to Sheriff of Madison County, Ohio J. R. Thornton, and Emily Thornton, directed to Sheriff of Union County, Ohio, C. M. Sapp and Rebecca Sapp directed to Sheriff Logan County, Ohio, returnable according to law.

John M. Hamilton, Atty for Plf.

Summons

5486

And thereupon a summons in the following words and figures was issued in said cause indorsed as follows:

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

We command you to notify James M. Mishagen and Mary E. Mishagen that they and each have been sued by Walter R. Sutton in the Court of Common Pleas of Union County, and that unless they answer by the 30th day of June A. D. 1888 the petition of said plaintiffs Walter R. Sutton 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 11th day of June, A. D. 1888.

Witness my hand and the seal of said Court, this 29th day of May, A. D. 1888.

Seal

R. McCleary, Clerk
W. M. Wingert, Deputy.

Indorsed: Action for Foreclosure of Mortgage.

Sheriffs Return

And afterward, on the 9th day of June, A. D. 1888, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

The State of Ohio,
Hardin County ss Received this Writ June 1st, A. D. 1888 at

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Milage	$2	00
Copy		50
Return		25
Total	$2	75

the within named defendants not found in my bailwick.

J. S. Scott, Sheriff
Hardin County, Ohio.

Summons 5486

And thereupon a summons in the following words and figures was issued in said cause indorsed as follows;

The State of Ohio, Union County, ss | To the Sheriff of the County of Madison

We command you to notify Mrs Minshall & Amanda Minshall that they and others have been sued by Walter R. Sutton in the Court of Common Pleas of Union County, and that unless they answer by the 30th day of June A.D. 1888 the petition of said plaintiffs Walter R. Sutton 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 11th day of June, A.D. 1888.

Witness my hand and the seal of said Court this 29th day of May, A.D. 1888.

seal

Foreclosure of Mortgage

R. M. Crory, Clerk
By W. M. Winget, Deputy.

Sheriffs Return

And afterward, on the 14th day of June, 1888, the Sheriff of said County returned said summons to the Clerks office in said County, which return is as follows:

Milage	$3	20
Copy		40
Return		25
Total	$3	85

The State of Ohio
Madison County

Received this Writ May 30th, A.D. 1888 at 5 oclock P. M. The within named defendants Mrs Minshall & Amanda Minshall not found in my County.

J. S. Vail, Sheriff Madison County, Ohio.

Summons 5486

And thereupon a summons in the following words and figures was issued in said cause indorsed as follows:

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

We command you to notify C. M. Sapp & Rebecca Sapp that they and others have been sued by Walter R. Sutton in the Court of Common Pleas of Union County, and that unless they answer by the 30th day of June, A.D. 1888. the petition of said plaintiffs Walter R. Sutton 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 11th day of June A.D. 1888.

Witness my hand and the seal of said Court this 29th day of May, A.D. 1888.

seal

R. M. Crory Clerk.
W. M. Winget Deputy

Sheriff's Return

And afterward, on the 11th day of June, 1888, the Sheriff of said County returned said summons to the Clerks office in said County which return is as follows:

Service	$	45
Mileage	2	08
Copy		32
Return		30
Total	$3	15

The State of Ohio,
Logan County, ss

Received this Writ May 31st, A. D. 1888,
at 10 oclock A. M. and pursuant to its command, on
the 3rd day of June, A. D. 1888, I served the same by
delivering a certified copy thereof with the endorsements
thereon to C. M. Sapp and Rebecca Sapp.

W. H. Lloyd, Sheriff Logan County, Ohio.

Summons

5486

And thereupon a summons in the following words and
figures was issued in said cause and endorsed as follows:
The State of Ohio,
Union County, ss: To the Sheriff of the County of Union, Greeting:
We command you to notify J. R. Shorton and
Emily Shorton that they and others have been sued by
Walter R. Sutton in the Court of Common Pleas of Union
County, and that unless they answer by the 30th day of June
A. D. 1888 the petition of said plaintiff Walter R. Sutton 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
11th day of June, A. D. 1888.

seal

Witness my hand and the seal of said Court
this 29th day of May, A. D. 1888.
R. M. Crory, Clerk
By W. M. Winget, Deputy.

Endorsed: "Hardsoure Mortgage."

Sheriff's Return

And afterward, on the 12th day of June, 1888, the Sheriff of said County returned said summons to the Clerk's office in said County which return is as follows:

Service	$	45
Mileage	2	88
Copy		40
Total	$3	73

The State of Ohio,
Union County ss

Received this Writ May 29th, A. D. 1888,
at 5 oclock P. M. and pursuant to its command, on the
9th day of June, A. D. 1888, I served the same by handing
true copies thereof with endorsements thereon to the within named
J. R. Shorton and Emily Shorton.

M. Hopkins, Sheriff.

Summons

5486

And thereupon a summons in the following words and
figure was issued in said cause endorsed as follows:
State of Ohio,
Union County, ss, To the Sheriff of the County of Logan, Greeting:
We command you to notify James M. Hishazer
and Mary E. Hishazer that they have been sued by Walter R. Sutton
in the Court of Common Pleas of Union County, and that

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Sheriff's Return

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unless they answer by the 14th day of July A.D. 1888 the petition of said plaintiff Walter R. Sutton 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 June A.D. 1888.

Witness my hand and the seal of said Court, this 14th day of June, A.D. 1888.

(seal)

Indorsed: Foreclosure of mortgage"

R. McCrory, Clerk.

Sheriffs Return

And afterward, on the 26th day of June, 1888, the Sheriff of said County returned said summons to the Clerk's office in said County which return is as follows:

Service	$	45
Mileage	2	08
Copy		32
Return		25
Total	$3	10

The State of Ohio,
Logan County, ss

Received this Writ June 15th, A.D. 1888 at ten o'clock P.M. and pursuant to its command, on the 21st day of June, A.D. 1888, I served the same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of James M. Hishazer and Mary E. Hishazer.

W. H. Lloyd, Sheriff, Logan County, Ohio

Summons

5486

And thereupon a summons in the following words and figures was issued in said cause indorsed as follows:

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

We command you to notify Rees Minshall and Amanda Minshall that they have been sued by Walter R. Sutton in the Court of Common Pleas of Union County, and that unless they answer by the 21st day of July, 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 2nd day of July, A.D. 1888.

Witness my hand and the seal of said Court this 19th day of June, A.D. 1888.

R. McCrory, Clerk.

Sheriff's Return

And afterward, on the 3rd day of July, 1888, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

Service	$	45
Mileage	3	30
Copy		60
Return &		
Postage		35
Total	$4	60

The State of Ohio
Hardin County, ss

Received this Writ June 19th, A.D. 1888 at 10 o'clock A.M. and pursuant to its command on the 30th day of June, A.D. 1888, I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named Rees Minshall and Amanda Minshall.

J. J. Scott, Sheriff.

Entry

5486

Afterward, on the 20th day of November, 1888, the following Entry was made on the Journal by the Clerk of said Court.

Journal 14, Page 554.

Walter R. Sutton
vs
James M. Hishazer et al

In Court of Common Pleas of
Union County, Ohio.

This day this cause came on to be heard on the amended petition of plaintiff and the evidence, and the Court being fully advised in the premises finds that each and all of the defendants have been duly served with summons and that the defendants James M. Hishazer, Mary E. Hishazer, Rees Minshall, Amanda Minshall J.R. Shoulton, Emily Shoulton, E.M. Sapp, and Rebecca Sapp are in default for answer or demurrer to plaintiff amended petition

And the facts therein stated are by them confessed to be true.

The Court further finds upon the evidence, that the description contained in the deed from Rees Minshall and Amanda Minshall to J.R. Shoulton recorded in Deed Book No. 56, Page 445 of Deed Records of Union County, Ohio. And the description contained in the deed from J.R. Shoulton and Emily Shoulton to E.M. Sapp recorded in Deed Book No. 54, Page 380 of Deed Records of Union County, Ohio. And the description contained in the deed from E.M. Sapp and Rebecca Sapp to James M. Hishazer recorded in Deed Book No. 57, Page 136 of Deed Records as aforesaid. And the description contained in the mortgage given by James M. Hishager and wife to E.M. Sapp and recorded in Mortgage Book No 22, Page 375 of Mortgage Records of Union County, Ohio, were defective and did not convey the property thereby intended to be conveyed.

And that the intention of the parties to said deeds of conveyance was to convey the premises as described in plaintiffs amended petition

It is therefor ordered and adjudged and decreed by the Court that the description of the said premises in the said conveyance be and the same is hereby corrected so as to conform to the description set forth in plaintiffs amended petition and that the title and possession of the said James M. Hishazer to all and singular the premises describes in plaintiffs amended petition be and the same hereby is quieted as as against the defendants E. M. Sapp, Rebecca Sapp, J.R. Shoulton, Emily Shoulton, Rees Minshall and Amanda Minshall and each and every one of them and they are hereby forever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of said defendant James M. Hishazer his heirs or assigns.

And the cause now coming on to be heard on the petition of plaintiff and the cross-petition of E.S. Hendrickson and Alexander Burnside and the evidence.

The Court finds that the defendants James M. Hishazer and Mary E. Hishazer, his wife, have been duly served with summons

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in this action and that they are in default for answer or demurrer and that the allegations of the petition and cross petition confessed by them to be true and that there is due the plaintiff from the defendant James M. Hishager on the promissory note set forth in the amended petition with interest to the entry of this decree the sum of Eleven hundred & Twenty-one ($1121.00) dollars which amount draws 6 per cnt. interest from entry hereof.

And the Court further finds that there is due the defendant E. S. Hendrickson from his co-defendants James M. Hishager on the promissory note described in his cross-petition with interest to the entry of this decree the sum of $715.50 which amount draws interest from date hereof.

And the Court finds that there is due the defendant Alexander Burnside from his co-defendant James M. Hishager on the note set out in his cross-petition with interest to entry of this decree the sum of $596.25 which amount draws interest from entry hereof.

The Court further finds that in order to secure the payment of said notes the defendants James M. Hishager & Mary E. Hishager, his wife, executed and delivered to C. M. Sapp one of the co-defendants herein their certain mortgage as in the petition described and on the premises therein described. That said mortgage was duly recorded in Book 22, Page 375 of the Mortgage Records of Union County, Ohio. and is a good and valid lien on the premises described in the amended petition and that the conditions of said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant James M. Hishager the said sum of $1121.00 with interest from entry hereof and his costs herein taxed at - - - $.

And it is further adjudged and decreed that unless the defendants James M. Hishager shall within one day from 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 him as aforesaid with interest from the entry hereof and to his co-defendants the amount so found due them as aforesaid.

The defendants (James M. Hishager & Mary E. Hishager) equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise & sell said premises as upon execution and report his proceedings to this Court for further order.

Oracipe

To the Clerk ; Oracipe Filed November 22nd, 1888.

Issue Order of Sale in the above case directed to Sheriff Union County Ohio. returnable according to law.

John M. Hamilton, Atty for Plff.

Order of Sale

Afterward, on the 23rd day of November A.D. 1888, Order of Sale was issued by the Clerk of said Court.

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

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 20th day of November, A.D. 1888, in the cause of Walter R. Sutton, Plaintiff, and James M. Dishager et al. Defendant, said Walter R. Sutton obtained a judgment or decree against the said James M. Dishager and Mary E. Dishager for the sum of Eleven Hundred and Seventy one dollars and Forty-three 90/100 dollars costs of suit: And whereas it was then and thereby said Court ordered, adjudged and decreed that the said James M. Dishager and Mary E. Dishager shall within one day from the 20th day of November, A.D. 1888, pay unto the said Walter R. Sutton the said sum of Eleven Hundred and twenty-one dollars with interest from the 20th day of November 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 $43 90 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 $1121 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, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in Township of York, County of Union and State of Ohio, bounded and described as follows:

In Survey No. 3470 on the waters of Bokes Creek, beginning at a stake in the center of the Marysville and Kenton Gravel Pike N. 12½ - W 9.5 poles from where the South line of said Survey crosses said road, witness a stone or brick N. 77½ W 25 feet: thence with the center of said road N 12½ - W. 56.5 poles to an angle in said road: thence with the center of said road N. 4½ W 10.8 poles to a stake: thence N. 81½ W 77 poles to a stone: thence S 12 W 57 75/100 poles to a stone: thence S 77½ - E 106 poles to the place of beginning, containing 34 acres of land more or less.

We therefore command you, That you proceed to carry said order, judgment and decree into execution agreeably to the true thereof, and that you expose to sale the above described real estate under the Statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within 60 days from the date hereof and bring this order with you.

Seal

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, Ohio, this 23 of Nov. 1888.

R. McCrory, Clerk.

Sheriff's Return

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Sheriff's Return

And afterward, on the 3rd day of January, A.D. 1889, the Sheriff of said County returned said Writ to the Clerk's office in said County, which return is as follows:

Service	$	30
Summ. Appr's.	1	20
Cer. " "	1	25
Writing Appril.		30
Copy of " "		30
Notice to Printer		30
Affidavit of "		30
Writing Notice		30
Mileage	1	92
Total	$6	17
Appraisers Fee	$3	00
Printer's Fee.	$12	50

The State of Ohio, Union County, ss

In obedience to the command of the Order of Sale herein annexed, I did on the 24th day of November, 1888. summon Abner Liggett, A. J Richardson and W. G. Davis, 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 24th day of November, 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 $30.00 per acre. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 29th day of November, 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 29th day of December, 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 the 29th day of December 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 bidders.

M. Hopkins, Sheriff.

Proof of Publication

[Misc. D., Page 96.] Sheriff's Sale.

Walter R. Sutton
vs
James M. Mishagee

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

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, December 29th, 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 York, County of Union and State of Ohio, and bounded and described as follows: On Survey No. 3470 on the waters of Bokes Creek: Beginning at a stake in the center of the Marysville and Kenton Gravel Pike, N. 12½ W. 9.5 poles from where the South line of said Survey crosses said road (witness a stone or brick N. 77½ W. 25 feet); thence with the center of said road N. 12½ - W. 56.5 poles to an angle in said road; thence with the center of said road N. 4½ W. 10.8 poles to a stake: thence

Nov. 1888

N. 81½ W. 77 poles to a stone; thence S 12 W. 57 23/100 poles to a stone; thence S. 77½ E. 100 poles to the place of beginning, containing 34 acres of land, more or less.

Appraised at $35.00 per acre. Terms of Sale, Cash.

Printer's Fee - $12.50 Marion Hopkins

J. M. Hamilton, Atty. Sheriff, Union County, Ohio.

The State of Ohio, Union County, ss | The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with November 23rd, 1888.

W. A. Shearer.

Alias Order of Sale

Afterward, on the 2nd day of January, 1889, Alias Order of Sale was issued by the Clerk of said Court.

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

Whereas, at a Term of Court of Common Pleas holden at the Court House within and for said County upon the 20th day of November, 1888, Walter R. Sutton obtained a judgment or decree against James M. Hishazer and Mary E. Hishazer for the sum of Eleven hundred 92/100 dollars, and Forty-three dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed that the said James M. Hishazer et al. within one day from the 20th day of November A. D. 1888 paying unto the said Walter R. Sutton the sum of Eleven hundred and twenty-one dollars with interest from the 20th day of November, 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 &c:

And whereas, the one day aforesaid, have fully expired, and the said sum of $1121.00 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 the Court, on the 23rd day of November, A. D. 1888 the following lands and tenements were appraised, advertised and offered for Sale, to-wit: Situated in the Township of York, County of Union and State of Ohio, bounded and described as follows; in Survey No. 3470, on the waters of Bokes Creek, beginning at a stake in the center of the Marysville and Kenton Gravel Road N. 12½ W. 9.5 poles from where the South line of said Survey crosses said gravel road (witness a stone or brick N. 77½ W 25 feet): thence with the center of said road N 12½ W 56.5 poles to an angle in said road; thence with

Sheriff's Return

Proof of Publication

the center of said road N. 4½ - W. 10.8 poles to a stake; thence N 81½ W 77 poles to a stone; thence S 12° - W 57 75/100 poles to a stone; thence S 77½ - E 106 poles to the place of beginning containing 34 acres of land more or less.

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, herein, were appraised at the sum of $30.00 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 and make return of this order within sixty days from the date thereof.

Witness, R. W.m Crory, Clerk of the Court of Common Pleas of said County and seal of said Court at Marysville this 2nd day of January, 1888
R. W.m Crory, Clerk.
(seal)

Sheriff's Return

And afterward on the 7th day of February, A. D. 1889, the Sheriff of said County returned said Writ to the Clerks office in said County, which return is as follows:

Notice to Atr. Hop-	$	30
Writing Notice. Hop-		30
Mileage		16
Return		20
Total	$	96
Printer's Fee.	$12	50

The State of Ohio, Union County, ss
In obedience to the command of the order of sale herein to me directed, I did on the 2nd day of January, 1889, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of gneral 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 2nd day of February, A. D. 1889, 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 second day of February, A. D. 1889 at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House
Said lands and tenements not sold for want of bidders.
Thomas Martin, Sheriff.

Proof of Publication

Sheriff's Sale. Doc A., Page 196.

Walter R. Sutton
vs
James M. Bishager

On Alias Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, February 2nd, 1889 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 York, County of Union and State of

Ohio, and bounded and described as follows: In Survey No 3470 on the waters of Bokes Creek. Beginning at a stake in the centre of the Marysville and Kenton Gravel Pike, N. 12½ W. 9.5 poles from where the South line of said Survey crosses said road (witness a stone or brick N. 77½ W 25 feet): thence with the centre of said road N. 12½ W 56.5 poles to an angle in said road: thence with the center of said road N. 4½ W 10.8 poles to a stake: thence N. 8½ W. 77 poles to a stone: thence S 12° W 57 75/100 poles to a stone: thence S 77½ E 106 poles to the place of beginning, containing 34 acres of land, more or less.

Appraised at $30.00 per acre. Terms of Sale, Cash.

Marion Hopkins, Sheriff.
Union County, Ohio.

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 January 2nd, 1889.

W. C. Shearer.

Sworn to and subscribed before me this 25th day of February, A. D. 1889.

Entry

5486

Afterward, on the 5th day of March, 1889, the following Entry was made on the Journal by the Clerk of said Court.

Walter R. Sutton
vs
James M. Hishazer et al.

In Court of Common Pleas
Journal 15, Page 29

It appearing to the Court that the real estate taken on execution herein has been twice advertised and offered for sale under the present appraisement, and still remains unsold for want of bidders, now on motion of plaintiff the said appraisement is hereby set aside, and it is ordered that a new one be made.

Hamilton Bros.

Order of Sale

Afterward, on the 5th day of March, A. D. 1889, Order of Sale was issued by the Clerk of said Court.

The State of Ohio,
Union County, ss

To the Sheriff of said County, Greeting:

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 20th day of November, A. D. 1888, in the cause of Walter R. Sutton, Plaintiff and James M. Hishazer and Mary E. Hishazer, Defendant, said Walter R. Sutton obtained a judgment or decree against the said James M. Hishazer for the sum of Eleven hundred and twenty one dollars and Forty-three 43/100 dollars costs of suit:

And whereas, it was then and there by said Court, ordered adjudged and decreed, that the said James M. Hishazer et al shall within one day from the 20th day of November A. D. 1888,

Sheriff's Return

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pay unto the said Walter B. Sutton the said sum of Eleven hundred and twenty-one dollars with interest from 20th day of November A.D. 1888, at the rate of -- per cnt. 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 $1121.00 with interest and costs have not been paid as aforesaid, as appear 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 York, County of Union and State of Ohio, bounded and described as follows: On Survey No. 3470 on the waters of Bokes Creek. Beginning at a stake in the center of the Marysville Kenton Gravel Road N 12 0½ - W 9.5 poles from where the South line of said Survey crosses said gravel road, (witness a stone or brick N 77½ W 25 feet): thence with the center of said road N. 12½ - W 56.5 poles to the angle in the road: thence with the center of said road N. 4½ W 10.8 poles to a stake: thence N 81½ - W 77 poles to a stone: thence S 12 - W 57 75/100 poles to a stone: thence S 77½ - E 106 poles to the place of beginning containing 34 acres of land more or less

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, this 5th day of March, A.D. 1889.

seal

R. McCrory, Clerk.

Sheriffs Return

Afterward, on the 6th day of April, 1889, the Sheriff of said County returned said Writ to the Clerk's office in said County, which return is as follows:

The State of Ohio,
Union County ss

In obedience to the command of the Order of Sale herein annexed, I did on the 5th day of March 1889, summon O. J. Wyrtle, Sylvester Ford, and G. W. Moore, three disinterested free holders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements

Service	$	30
Sum. Appris		
Swar. Appris	1	20
Carrying "	1	50
Writing Appril		30
Copy of " "		30
Notice to Printer		80
Affidavit of "		30
Writing Notice		30
Mileage	$2	40
Total	$6	80
Appraisers Fee	$3	00
Printer's Fee	$12	50

Marrin described, and afterward, on the fifth day of March, A.D. 1889, 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 $36^{00} per acre.

A certified Copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 6th day of march, 1889, 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 a public sale, at the door of the Court House of said County on the 6th day of April A.D. 1889, at one o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did on said 6th day of April A.D. 1889 at the time and place above mentioned, proceed to offer said lands and tenements at public sale.

Said property was not sold for want of bidders.

Thomas Martin, Sheriff.

Sheriff's Sale. Doc. A., Page 196.

Proof of Publication

Walter R. Sutton

vs

James M. Bishazer

On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville Ohio, on Saturday April 6th, 1889, 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 York, County of Union and State of Ohio and bounded and described as follows: In Survey No. 3470 on the waters of Bokes Creek. Beginning at a stake in the center of the Marysville and Kenton Gravel Pike, N° 12½ - W 9.5 poles from where the South line of said Survey crosses said road (witness a stone or brick N 77½ W. 25 feet:) thence with the center of said road N 12½ - W 56.5 poles to an angle in said road: thence with the center of said road N. 4°½ - W. 10.8 poles to a stake thence N. 81½ - W. 77 poles to a stone: thence S 77½ & 106 poles to the place of beginning containing 34 acres of land more or less.

Appraised at $36^{00} per acre. Terms of Sale, Cash.

Thomas Martin Sheriff
Union County, Ohio.

John M. Hamilton, Plaintiff's Attorney.
March 6th, 1889. Printer's Fee -- $12.50

Order of Sale

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To the Clerk: Oracipr. Filed April 17th, A. D. 1889.

Issue Order of Sale in the above case, returnable according to law.

John M. Hamilton, Attorny for Plaintiff.

Order of Sale

Afterward, on the 17th day of April, 1889, Order of Sale was issued by the Clerk of said Court.

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 20th day of November, 1888, Walter R. Sutton obtained a judgment and decree against James M. Dishazer & Mary E. Dishazer for the sum of Eleven hundred and twenty-six dollars, and Forty-three (43.90) 90/100 dollars, costs of suit:

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said James M. Dishazer and Mary E. Dishazer within one day from the 20th day of November A. D. 1888 pay unto the said Walter R. Sutton for the said sum of Eleven hundred and twenty six dollars with interest from the 20th day of November, 1888 and costs aforesaid; and, on 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 discribed in the plaintiffs petition &c:

And whereas the one day aforesaid have fully expired, and the said sum of Eleven Hundred & twenty-six dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record. We therefor command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments and executions at law, the following lands and tenements, situated in Union County, Ohio, to-wit: On Survey No. 3470, on the waters of Bokes Creek. Beginning at a stake in the centre of the Marysville and Kenton Gravel Road, N. 12° ½ W 9.5 poles from where the South line of said Survey crosses said Gravel Road (witness a stone or brick N. 77 ½ W. 25 feet:) thence with the center of said road N 12 ½ - W 56.5 poles to an angle in the road: thence with the center of said road N. 4 ½ W. 10.8 poles to a stake: thence S 81 ½ W 77 poles to a stone: thence S 12 - W 57 7.5/100 poles to a stone: thence S 77 ½ - E 106 poles to the place of beginning, containing 34 acres more or less.

We therefor 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 discribed 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 all said Court of Common Pleas, and the Seal of said Court, at Marysville this 17th day of April A. D. 1889.

Seal

R. McCrory, Clerk.

Order of Sale

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Sheriff's Return

Afterward, on the 18th day of May, 1889, the Sheriff of said County returned said Writ to the Clerk's Office in said County, which return is as follows:

The State of Ohio
Union County, ss

Received this Writ the 17th day of April, A. D. 1889. Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days, (to-wit: five consecutive weeks) before the day of sale by advertisement in the "Marysville Tribune" a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement herein attached. And on the 18th day of May A. D. 1889, at the door of the Court House, in Marysville, Ohio at the hour of one o'clock P. M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction.

Service	$	30
Notice to Str.		30
Affidavit "		30
Writing Notice		30
Mileage		16
Total	$1	36
Printer's Fees	$12	50

Said lands not sold for want of bidders

Thomas Martin Sheriff.

Sheriff's Sale, Book P, Page 196.

Proof of Publication

Walter A. Sutton
vs
James M. Kishazer

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, May, 18th, 1889, 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 York, County of Union and State of Ohio, and bounded and described as follows: In Survey No 3470 on the waters of Bokes Creek. Beginning at a stake in the center of the Marysville and Kenton Gravel Pike, N 12½ - W 9.5 poles from where the South line of said Survey crosses said road (which is a stone or brick N 77½ - W 25 feet): thence with the center of said road N. 12½ W 56.5 poles to an angle in said road: thence with the center of said road N. 4½ - W 10.8 poles to a stake: thence N 81½ - W 77 poles to a stone: thence S 12 - W 57 75/100 poles to a stone: thence S 77½ E 106 poles to the place of beginning, containing 34 acres more or less.

Appraised at $36.00 per acre. Terms of Sale, Cash.

Thomas Martin, Sheriff
Union County, Ohio.

John M. Hamilton, Plaintiff's Attorney
April 17th, 1889. 5 Weeks. Printer's Fees $12.50.

Order of Sale

Afterward, on the 12th day of August, 1889, Order of Sale was issued by the Clerk of said Court.

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

Whereas at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 20th day of November 1888, Walter R. Sutton obtained a judgment and decree against James M. Mishagen and Mary E. Mishagen for the sum of Eleven hundred and twenty-one dollars, and Forty three and 90/100 dollars costs of suit:

And whereas, it was then and there, by said Court ordered adjudged and decreed, that the said James M. Mishagen shall within one day from the 30th day of November, A.D. 1888 pay unto the said Walter R. Sutton the said sum of Eleven hundred and twenty one dollars with interest from the 20th day of November, 1888 and costs aforesaid: and, on 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 to:

And whereas, the one day aforesaid have fully expired and the said sum of Eleven hundred and twenty one dollars and costs aforesaid, have not been paid, or any part thereof as appears to us of record.

We therefor command you, that you proceed, without delay to appraise, advertise, and sell according to the statute regulating judgments and executions at law, the following lands and tenements, situate in Union County Ohio, to-wit: On Survey No 3470, on the waters of Bokes Creek beginning at a stake in the center of the Marysville and Kenton Gravel Road N. 12½-W 9.5 poles from where the South line of said Survey crosses said Gravel road (witness a stone or brick N 77½-W 25 feet): thence with the center of said road N. 12½-W 56.5 poles to an angle in the road: thence with the center of said road N 4½-W 10.8 poles to a stake: thence N 81½-W 77 poles to a stone: thence S 12-W 57 75/100 poles to a stone: thence S 77½ E. 106 poles to the place of beginning, containing 34 acres more or less.

We therefor command you, That you procred 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 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 therein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of

Common Pleas, and the Seal of said Court, at Marysville this 12th day of August, A. D. 1889.

{seal} R. McCleary, Clerk

Sheriff's Return

Afterward, on the 16th day of September, 1889, the Sheriff of said County returned said Writ to the Clerk's office in said County, which return is as follows:

Service	$	30
Levy		50
Sum. Appr's		
Swar. " "	1	20
Conveying "	2	00
Writing Appr'l		30
Copy of " "		30
Notice to Printer		30
Affidavit to " "		30
Writing Notice		30
Mileage	2	80
Return		25
Total	$8	55
Appraisers' Fees	$3	00
Printers' Fees	$12	50

The State of Ohio, Union County, ss

Received this Writ the 12th day of August A. D. 1889, and on the 13th day of August A. D. 1889, I called an inquest of John Wiley, J. O. Norris, Wm Sutton, three disinterested free holders and residents of the County, and caused the within described real estate to be duly appraised on the oaths; they on the same day returned to me their estimate of the value thereof, (to-wit: $27.00 per acre) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days (to-wit: five consecutive weeks) before the day of sale by advertisement in the "Marysville Tribune" a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 14th day of September, A. D. 1889, at the door of the Court House, in Marysville Ohio, at the hour of 1 o'clock P.M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction

Said property was not sold for want of bidders.

Thomas Martin, Sheriff.

Proof of Publication

Sheriff's Sale. Doc. P. Page 196

Walter R. Sutton
vs
James M. Kishazer

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, September 14th, 1889, 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 York, County of Union and State of Ohio, and bounded and described as follows: On Survey No 3470 on the waters of Bokes Creek. Beginning at a stake in the centre of the Marysville and Kenton Gravel Pike, N. 12½ - W 9.5 poles from where the South line of said survey crosses said road (witness

Alias Order of Sale

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Appraised at $27.00 per acre. Terms of Sale, Cash.

Thomas Martin, Sheriff
Union County, Ohio

John M. Hamilton, Plaintiff's Attorney.

The State of Ohio,
Union County ss

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with August 14th, 1889.

W. O. Shearer.

Sworn to and subscribed before me, this 4th day of November A. D. 1889.

R. M. Crory. Clerk.

Alias Order of Sale

Afterward, on the 16th day of September A. D. 1889. Alias Order of Sale was issued by the Clerk of said Court.

The State of Ohio,
Union County ss

To the Sheriff of said County, Greeting:

Whereas, at a term of the Court of Common Pleas, holden at the Court House within and for said County upon the 20th day of November, 1888, Walter R. Sutton obtained a judgment or decree against James M. Hisbarger and Mary E. Hisbarger for the sum of Eleven hundred and twenty-one dollars and Forty-three 90/100 dollars costs of suit:

And whereas, it was then and there by said Court ordered, adjudged and decreed that the said James M. Hisbarger within one day from the 30th day of November A. D. 1888, pay unto the said Walter R. Sutton the sum of Eleven hundred and twenty-one dollars, with interest from the 20th day of November 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 &c:

And whereas, the one days aforesaid, have fully expired, and the said sum of $1121 00 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 12th day of August, A. D. 1889 the following lands and tenements were appraised, advertised and offered for sale, to-wit: Situated in the County of Union and State of Ohio, in Survey No. 3470 on the waters of Bokes Creek: Beginning at a

a stake in the center of the Marysville and Kenton Gravel Road N. 12½ W. 9.5 poles from where the South line of said Survey crosses the said Gravel Road (witness a stone or brick N. 77½ W. 2½ feet) thence with the center of said road N. 12½ W 56.5 poles to an angle in the road; thence with the center of said road N. 4½ W. 10.8 poles to a stake; thence N. 81½ W 77 poles to a stone; thence S 12 W. 57 75/100 poles to a stone; thence S 77½ E 106 poles to the place of beginning, containing 34 acres more or less.

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 $27⁰⁰ 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 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 16th day of September, A. D. 1884.

seal

R. McCrory, Clerk

Sheriff's Return

Afterward, on the 19th day of October, 1884, the Sheriff of said County returned said Writ to the Clerks office in said County, which return is as follows.

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 18th day of September 1884 cause 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 19th day of October, A. D. 1884 at one oclock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to-wit: five consecutive weeks: and in pursuance to said notice I did, on said 19th day of October, A. D. 1884, at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House and then and there one George W. Freeman who bid for the same the sum of Eighteen 17/100 per acre, and said sum being more than two-thirds of the appraised value thereof, and said George W. Freeman being the highest and best bidder thereof I then and there publicly sold and struck off said lands and tenements to him for said sum of Eighteen 17/100 dollars per acre. Thomas Martin, Sheriff

Notice to Atty.	$	30
Affidavit of "		30
Writing notice		30
Mileage	2	00
Coundage	9	27
Total	$12	17
Printers Fee.	$12	50

Proof of Publication

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Proof of Publication

Walter R. Sutton
vs
James M. Dishager

Court of Common Pleas, Union County, Ohio
On Order of Sale

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville Ohio, on Saturday, October 14th, 1882, 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 York, County of Union and State of Ohio and bounded and described as follows: In Survey No. 3470 on the waters of Bokes Creek: Beginning at a stake in the center of the Marysville and Kenton Gravel Pike N 12½ - W 9.5 poles from where the South line of said Survey crosses said road (witness a stone or brick N. 77½ W. 25 feet): thence with the center of said road N 12½ - W 56.5 poles to an angle in said road; thence with the center of said road N 4½ - W 10.8 poles to a stake: thence N. 81½ - W 77 poles to a stone; thence S 12 - W 57 75/100 poles to a stone: thence S 77½ - E 106 poles to the place of beginning, containing 34 acres, more or less

Appraised at $27.00 per acre. Terms of Sale, Cash.

Thomas Martin, Sheriff,
Union County, Ohio.

John M. Hamilton, Plaintiff's Attorney.

The State of Ohio
Union County, ss

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with September 18th, 1882.

W. A. Shearer.

Sworn to and subscribed before me, this 4th day of November A. D. 1882.

R. Wm Creary, Clerk.

Entry

Afterward, on the 11th day of November, 1882, the following Entry was made on the Journal by the Clerk of said Court.

5486 Walter Sutton
vs
James M. Dishazer

Journal 15, Page 178
Court of Common Pleas.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it is ordered that the said proceedings and Sale be and they are hereby approved and confirmed. It is further ordered that the said Sheriff convey to the purchaser George W. Freeman by deed according

so law the property so sold, and the said purchasr is hereby subrogatd 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 purchasr in possession of said premises.

It is further ordrd that the Clerk cause satisfaction for said mortgage herein sued on to be entrd on the record thereof in the office of the Recorder of Union County, Ohio.

And the Court coming now to the distribution of the proceeds of said sale amounting to $620.50, it is ordered that the Sheriff, out of the money in his hands pay,

First. -- To the Treasurr of this County, the taxes, penalties and fines assessd against said property, to-wit: the sum of ---- $.

Second. The costs of this action taxed at --- $;

Third --. To John M. Hamilton, Attorny for plaintiff, the residue of said amount, to-wit: the sum of --- $ on the judgment obtained in this action by plaintiff in the sum of --- $; And there remaining unpaid on said judgment the sum of --- $ execution may issue therefor.

Attest R M Story clerk

Affidavit for Publication

Be it remembered that heretofore, to-wit, on the 13th day of July in the year of our Lord one thousand eight hundred and eighty-nine William O. Williams filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Ellen Williams.

William O. Williams
vs
Ellen Williams

Court of Common Pleas. Union County Ohio

Petition

5 8 30

Plaintiff says that he is a resident of the State of Ohio for the year last past, and has now a bona-fide residence in the County of Union and State of Ohio.

That on the 7th day of April, 1886 at Woodland said County and State of Ohio he was married to the defendant.

Defendant in order to induce plaintiff to enter into said marriage, on the -- day of April 1886, made oath before a magistrate that she was pregnant with a bastard child, and that plaintiff was its father, whereas in fact defendant was

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at that time pregnant with child by some other man than plaintiff, and the plaintiff was thereupon arrested upon a warrant, and required to give bail as the putative father; and plaintiff being unable to procure bail, and under the advice of friends, and counsel to marry defendant, and was thereupon on said 7th day of April, 1886 married to defendant as aforesaid.

Plaintiff immediately after said ceremony of marriage quit the house and place of said marriage and left the defendant telling her that he would never live with her, and has not co-habited with defendant, nor in any manner recognized her or said marriage since said April 7th, 1886

Wherefore the plaintiffs prays the Court that he may be released from said marriage, on account of said fraud of the defendant, that said marriage may be declared null, and such other relief as is just in the premises.

S. S. Arthur. Attorney for Plaintiff

The State of Ohio,
Union County ss

William O. Williams, the plaintiff, being duly sworn says the facts and allegations made in his foregoing petition are true as he verily believes

William O. Williams.

Sworn to before me and subscribed by William O. Williams in my presence this 13th day of July, 1889.

R. McCrory, Clerk.

Affidavit for Publication

William O. Williams
vs
Ellen Williams

Plaintiff swears that service of summons and a copy of the petition herein cannot be made upon said defendant because her place of residence is unknown and that this action is brought by the said William O. Williams against the said Ellen Williams in this Court for divorce according to the Statute in such case made and provided and further saith not.

Marysville, Ohio, July 13th, 1889.

The State of Ohio,
Union County ss William O. Williams makes oath that the facts in the foregoing affidavit are true.

William O. Williams

Sworn to and subscribed by William O. Williams in my presence this 13th day of July, 1889.

R. McCrory, Clerk.

Proof of Publication

Divorce Notice.

Ellen Williams, late of Union County, whose place of residence is unknown will take notice that on the 13th day of July A. D. 1889, in the Court of Common Pleas, of Union County Ohio, where the action is now pending, being cause No. 5830, the undersigned William O. Williams filed his petition against

Ellen Williams praying for divorce from her on the ground of fraud, and that said cause will be for hearing on and after the 30th day of August, 1889.

She said Ellen Williams is required to answer in such action by the expiration of such time.

William O. Williams.

S. S. Arthur, Attorney for Petitioner. Costs $3.50

The State of Ohio,
Union County. ss

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with July 17th, 1889.

W. A. Shearer.

Sworn to and subscribed before me, this 4th day of November A. D. 1889.

R. W^m Crory, Clerk.

Entry

Afterward, on the 22nd day of November, 1889, the following Entry was made on the Journal by the Clerk of said Court.

5830 William O. Williams
vs
Ellen Williams

Journal 15, Page 197.

Now came the plaintiff, and the defendant having been legally summoned by publication, and having failed to appear, the Court find the defendant in default for answer and demurrer to said petition, and find the allegations thereof are confessed by defendant to be true.

The Court also find that the plaintiff, at the time of filing his petition had been a resident of the State of Ohio, for one year next preceding the same and was at the time a bona fide resident of this County of 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 fraud 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 William O. Williams and Ellen Williams be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further considered by the Court that the plaintiff pay the costs of this proceeding; and execution is awarded.

Attest R. M^c Crory clerk

Atras continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Atras of the State of Ohio, before the Honorable John F. Price, Judge of said Court, of the term of November, to-wit, on the 4th day of Novembe in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembred, that heretofore, to-wit on the 5th day of Octobe in the year of our Lord one thousand eight hundred and eighty-nine Morgan Savage filed in the Clerk's office of the said Court of Common Atras the following petition against John Clark and Sherman Clark and William Staley.

Petition 5865

Morgan Savage
vs
John Clark
Sherman Clark and
William Staley.

In the Court of Common Atras
Union County, Ohio.

Plaintiff says: That this action is founded upon a promissory note for the unconditional payment of money only, of which the following is a true copy.

$255.85 November 27th, A.D. 1888.

Nine months after date, we promise to pay to the order of O.B. Beckham Two hundred and fifty-five 85/100 Dollars. Value received with interest at eight per cent per annum after maturity.

John Clark.
Sherman Clark
William Staley."

Indorsed: "O.B. Beckham."

There are no credits on said note and plaintiff is the legal owner and holder thereof.

There is due from the defendants to plaintiff on said note the sum of Two hundred and fifty five and 85/100 dollars with eight percent interest thereon from August 27th, 1889, for which sum and interest plaintiff asks judgment against defendant.

John M. Brodrick, Atty for Plff.

The State of Ohio,
County of Union ss

John M. Brodrick, being sworn, makes oath that he is the duly authorized attorney for the above named plaintiff. That this action is founded on 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 5th day of October A.D. 1889.

[seal.] R. McElroy, Clerk of Courts.

To the Clerk:

Issue summons to the Sheriff of Union County, Ohio for the within named defendants, returnable according to law. Indorse: "Money only. Amount claimed $255.85 at 8% from August 27th, 1889.

John M. Brodrick, Atty for Plff.

Waiver

I hereby enter my appearance herein and waive the issuing and service of summons this 5th day of October, 1889.

William Staley.

And thereupon a summons in the following words and figures was issued in said cause indorsed as follows:

Summons

The State of Ohio,
Union County, ss

To the Sheriff of said County

You are hereby commanded to notify John Clark Sherman Clark and William Staley that they have been sued by Morgan Savage in the Court of Common Pleas of said Union County, and that unless they answer by the 2nd day of November A. D. 1889, the petition of said plaintiff against them filed in the Clerks office of said Court, such petition will be taken as true, and judgment taken accordingly.

You will make due return of this summons on the 14th day of October A. D. 1889.

Witness my hand and the seal of said Court, this 5th day of October, A. D. 1889.

Seal

Indorsed: "Money only". Amount $255-85 with 8% interest from August 27th, 1889.

R. M. Crory, Clerk.

Sheriffs Return

Afterward, on the 10th day of October, 1889, the Sheriff of said County returned said summons to the Clerks office in said County, which return is as follows:

The State of Ohio,
Union County ss

Sheriffs Return

Service	$	60
Mileage	2	40
Copy		60
Total.	$3	60

Received this Writ October 5th, A. D. 1889, at Nine o'clock A. M. and pursuant to its command, I served the same by delivering a certified copy thereof with the indorsements thereon to each of the within named defendants on the 9th day of October, A. D. 1889.

Thomas Martin, Sheriff.

Entry

Afterward, on the 8th day of November, A. D. 1889, the following Entry was made on the Journal by the Clerk of said Court.

5865

Morgan Savage
vs
John Clark
Sherman Clark
William Staley

In Court of Common Pleas
Union County, Ohio

Journal Entry.

And now comes the said plaintiff, by John M. Brodrick and the said defendants 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; or consideration whereof the Court find that there is due to the plaintiff from the said John Clark and Sherman Clarke as principals and William Staley as surety on the note in the petition mentioned and set forth, the sum of Two hundred and fifty nine dollars and sixty six cents

Petition

5884

with right per cent interest from the first day of this term of Court. It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant John Clark, and Sherman Clark as principals and William Staley as surety the said sum of Two hundred and fifty nine dollars, and sixty-six cents the sum found due as aforesaid and also his costs laid -- &.

Attest R M Conry clerk

Be it remembered that, heretofore, to-wit, on the 26th day of October in the year of our Lord one thousand eight hundred and eighty nine Jacob Shunk filed in the Clerk's office of the said Court of Common Pleas the following Petition against W. M. Woodworth

Petition 5884 — Jacob Shunk vs W. M. Woodworth | In Union Court of Common Pleas

That on the 16th day of September, 1886, the said defendant for a good full and valuable consideration executed and delivered to George W. Crandall his promissory note of that date and thereby promised to pay to said George W. Crandall or order the sum of $380 00 in three months thereafter with six per cent interest after due. The following are the only credits that are upon said note to-wit; September 20th, 1886, paid $10 00. April 2nd, 1887 paid $10 00. There are no other credits or payments on said note.

On or about the 1st day of October, 1889, said George W. Crandall for a full and valuable consideration indorsed and delivered said note to the plaintiff and the plaintiff is the legal owner and holder of the same and entitled to the money due thereon.

A copy of said note with all the indorsements thereon is herein attached marked "A" and made part hereof.

Wherefore the said plaintiff prays judgment against the said W. M. Woodworth, for the sum of three hundred and eighty dollars with interest thereon from the 16th day of December 1886, subject to said credits and for all proper relief.

J. L. Cameron, Atty for Pltf.

The State of Ohio, Union County ss

Jacob Shunk, being sworn, says the facts stated and allegations in his foregoing petition are as he believes true.

Jacob Shunk.

Sworn to befor me and signd in my presnce this 25 day of Octobr, A.D. 1889.

R. McCrory, Clerk.

copy of Note "A"

$380.00 , Irwin, Ohio, Septembr 16th, 1886.

For value recivd three months after date I promise to pay to Geo W. Crandall, or, order Three Hundred and eighty dollars with interest at the rate of 6 per cnt. after due.

W. M. Woodworth

Indorsd: Recivd payment Septembr 20th, 1886, $10.00,
" " " " April 2nd, $10.00
G. W. Crandall

Praecipe — To the Clerk:

Issue summons for defendant, returnable according to law. Amount claimed $380.00 with interest from Dec 16th, 1886.

J. E. Cameron. Atty for Pltf.

Summons — And thereupon a summons in the following words and figures was issued in said cause indorsd as follows:

5884 — The State of Ohio, Union County, ss | To the Sheriff of said County.

You are commanded to notify W. M. Woodworth that he has been sued by Jacob Schunk in the Court of Common Pleas of Union County, and must answer by the 23d day of November, A.D. 1886, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 4th day of November, A.D. 1886.

Witness my hand and the seal of said Court, this 26th day of October, A.D. 1886.

R. McCrory, Clerk.

Sheriffs Return — Afterward, on the 26th day of October, 1886, the Sheriff of said County returned said summons to the Clerks office in said County, which return is as follows.

The State of Ohio, Union County ss | Recivd this Writ October 26th, 1886, at 2 oclock P. M. and served the same by delivering to the within named W. M. Woodworth personally a certified copy of this writ with the indorsements thereon this 26th day of October, 1886.

John H. Shirk. Constable.

Serv'g Return	$	30
Mileage		16
Copy		20
Total	$	66

Entry — Jacob Schunk vs W. M. Woodworth. 5884 | Entry. Journal 15, Page 200.

Now comes the plaintiff, by his attorney, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to the plaintiff in the sum of four hundred and twenty one dollars and fifty cents, including interest to the first day of this Term of Court. It is therefor

considered by the Court that the said plaintiff recover from the defendant the said sum of four hundred twenty-one $^{50}/_{100}$ dollars and his costs herein expended taxed at ---$ and that this Judgment bear interest at 6 percent. from the first day of this Term of Court.

Attest R McCrory clerk

Obas continued and held at the Court House, in Marysville within and for the County of Union in the Fifth Judicial District of the Court of Common Obas of the State of Ohio. before the Honorable John A. Price, Judge of said Court, of the Term of May, to-wit, on the 21st day of May in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered, that, on the 28th day of February, A.D. 1888 the following Entry was made on the Journal by the Clerk.

Entry 5428 — State of Ohio vs E. J. Evans | Journal 14, Page 390

On motion to the Court leave is granted to the defendant to file Answer and Special Obas instanter and same is filed.

Afterward, on the 28th day of February, 1888, Answer and Special Obas. was filed with the Clerk of said Court.

Answer and Special Obas. 5428 — State of Ohio vs E. J. Evans | Court of Common Obas, Union County, Ohio.

The defendant E. J. Evans now come and for his answer and special Obas says:

That this action ought not to be maintained against him because he says that on or about the 4th day of March, 1884 the said Julia B. Simpson filed her complaint in writing before one Henry Heighbargain then a Justice of the Peace in and for said County of Union and the Township of Dersburg charging this defendant with the same matter that is alleged in this case. That thereupon a warrant was issued by said Justice of the Peace for the arrest of this defendant, and on the 5th day of March 1884 this defendant was arrested and taken before the said Henry Heighbargain to answer the said charge.

That while said matter was pending before said Justice this defendant and said Julia B. Simpson settled and compromised said cause by this defendant paying the said Julia B. Simpson the sum of Forty-five Dollars and agreeing to pay her $ 175^{00} more for which he executed to her his note and afterward paid them.

At the time of said compromise and settlement which was

dorr in the presnce of said Justice of the Peace said Justice
entered a memorandum of the same upon his docket in the
words and figurs following, to-wit:

" March 5th, 1884, the parties acknowledged in my presence that
" they settled the matters in differnce between them by the
" accused paying $25.00 in hand and giving his promissory note
" for the amounts at the time following: to-wit: $25.00 due
" May 15th, 1884, $50.00 due July 1st, 1884, $50.00 November 1st, 1884 and
" $50.00 April 15th, 1885 with 8 percent. interest after maturity.
" [Signed Henry Heighbargain J.P.

The defendant says that at that time he was ready able and willing to give bond to the Trustees of said Township that said child should not become a public charge and to save said Township free from all charges for the maintenance of such bastard child and the defendant has ever since and now is ready able and willing to execute such bond.

This defendant says that said child has not become a public charge and neither the said Township or State has ever been charged with or paid anything for its maintenance or support. This defendant has requested the said Julia B. Simpson to let him take said child and maintain it and is now willing and would take said child and maintain it free of charge to said Julia B. Simpson or the public.

This defendant says that upon the said compromise and settlement being made said Justice stated and the defendant believed that it was not necessary for defendant to give bond, and he was by said Justice of the Peace with the knowledge and consent of said Julia B. Simpson discharged from further custody and wholly released. The defendant says that relying upon the good faith of the said settlement after his discharge he paid said notes and interest to the said Julia B. Simpson to her full satisfaction.

Defendant says that the charge of bring the father of a bastard child in this case is the same charge that was made in said case before said Heighbargain bring the same and only child of which said Julia B. Simpson has been delivered.

Defendant says that in making said settlement and paying said money he has acted in good faith and that said Julia B. Simpson was fully satisfied with the same at the time and she received said money from the defendant well knowing that he relied upon said settlement and compromise as being final and it would be a fraud upon the defendant to permit this action to be prosecuted against him after the terms of said settlement have been fully complied with on his part.

Wherefor this defendant asks that he may go hence without day and be discharged from this prosecution and for

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Cameron and Woodburn Attys. for Defendant.

State of Ohio
Union County ss

E. J. Evans, being first duly sworn says the facts stated and allegations made in his foregoing Answer and special plea are true as he believes.

E. J. Evans.

Sworn to before me and signed in my presence this 28th day of February, 1888.

R. McCrory, Clerk.

Demurrer

Afterward on the 15th day of March, 1888, Demurrer was filed
5428 with the Clerk of said Court.

The State of Ohio
on complaint of
Julia B. Simpson
vs
E. J. Evans

In the Court of Common Pleas
Union County, Ohio.

And now comes the said Julia B Simpson, complainant herein and files this her demurrer to the Answer and Special Plea so called filed herein by the said defendant and for cause of such demurrer says:
First. Because said Answer and Special Plea does not state facts sufficient to constitute a defense to her action against the said defendant." And she prays for a Judgment upon this her demurrer and for proper relief.

J. C. Johnston, Atty for Complainant

Entry Afterward, on the 15th day of March, 1888, the following Entry was made on the Journal by the Clerk of said Court.

5428 The State of Ohio
vs
E. J. Evans

Entry -- Journal 14- Page 411

This day came the parties by and with their attorneys and this cause came on to be heard upon the demurrer of the complainant Julia B. Simpson filed herein to the Answer and Special Plea of the defendant E. J. Evans filed herein and was argued by counsel upon consideration of which the Court are of the opinion that said Answer and Special Plea of said E. J. Evans does not state facts sufficient to constitute a defense to the said complaint made against him and do sustain said demurrer.

Verdict The State of Ohio
Union County
State of Ohio on complaint
of Julia B. Simpson
vs
E. J. Evans

Court of Common Pleas of said County
May Term, 1888.

We, the Jury, being duly impaneled and sworn and affirmed, find the defendant "guilty" as he stands charged in the complaint in this case.

Asa Langstaff. Foreman.

Motion

Afterward, on the 2nd day of June, 1888, the following motion was filed with the Clerk of said Court.

5428 The State of Ohio
vs
E. J. Evans
| Court of Common Pleas, Union County, Ohio

The defendant moves the Court to set aside the verdict of the Jury and grant a new trial for the following reasons: The verdict of the Jury is contrary to law. Error of law occurs at the trial. The Court erred in sustaining the demurrer of the plaintiff to defendants Answer and Special Plea.

Cameron & Woodburn.
Attorneys for defendant.

Afterward, on the 2nd day of June, 1888, the following Entry was made on the Journal by the Clerk of said Court.

The State of Ohio on
complaint of Julia B. Simpson
vs
E. J. Evans
|

This day came the complainant Julia B. Simpson by and with her attorneys and the defendant in person and by his attorney and thereupon came a Jury to-wit:- - - - - - , who being duly empaneled and sworn to try this cause and a true verdict to render, who after hearing the testimony of the of the complaint and the argument of counsel upon their oaths do say that: We, the Jury, upon our oaths do say that we find the defendant "guilty".

It is therefor adjuged by the Court that the defendant E. J. Evans is the reputed father of said child and that he stand charged with the maintenance thereof in the sum of One Hundred and fifty dollars and that he pay said sum as follows: $25.00 in Thirty days: $25.00 in Ninety day: $25.00 in Six months: $25.00 in one year: 25.00 in Fifteen months and $25.00 in Eighteen months. And also that he pay the costs of this prosecution for all of which execution is awarded.

It is further ordered that the said defendant give security to the acceptance of this Court for the performance of this order. And in default of such payment or security that he be committed to the Jail of the County there to remain until he shall comply with the requirment of Court.

Thereupon defendant E. J. Evans filed his motion for a new trial which is overruled by the Court to which ruling the said E. J. Jours excepted.

Attest R. M. Conroy clerk

Alras continued and held at the Court House in Marysville
vodlin and for the County of Union, in the Tenth Judicial District
of the Court of Common Alras of the State of Ohio, before the
Honorable John A. Price, Judge of said Court of the term of November,
to-wit, on the 4th day of November, in the year of our Lord one
thousand eight hundred and eighty-nine.

Petition 5893 | The State of Ohio, Union County, ss | In the Court of Common Alras.

Richwood Deposit Bank vs M. W. Hill | Civil Action for Money Only.

The plaintiff says, that it is a partnership formed for the purpose of carrying on business in the State of Ohio, and the above named plaintiff say that there is due to it from M. W. Hill, the defendant, on a promissory note made by the defendant M. W. Hill dated the 3rd day of January A. D. 1889, which note, with the warrant of Attorney thereto annexed is hereto attached, the sum of One hundred and thirty-five dollars with interest thereon at eight per cent from the 3rd day of January, A. D. 1889.

The plaintiff further say that it is the legal owner and holder of said note, that the same is due and unpaid and that there is now due to the plaintiff on said promissory note from said defendant the sum of One hundred and thirty five dollars with interest from January 3rd, 1889; Wherefore the plaintiff ask judgment against said defendant for the sum of One hundred and thirty-five dollars with interest at eight per cent from the 3rd day of January A. D. 1889.

Potter and Porter, Attys for Pltf.

Copy of Note.

" $ 135.00 Six months after date, for value received, we
" jointly and severally promise to pay the Richwood Deposit
" Bank, at their office One hundred and thirty-five dollars
" with interest at the rate of eight per cent. per annum, on all
" unpaid principal and interest until paid; interest to be
" compited every year, with 5 per cent. Attorney fee, if collected.
" And we, or either of us, do hereby authorize and empower
" any Attorney of any Court of Record in the State of Ohio, or
" elsewhere, to waive the issuing and service of process, and
" appear for us, or either of us, in any of said Courts, at any
" time after the above note becomes due, and confess judgment
" therein, against us, or either of us, in favor of the payee or
" indorser hereof, for the sum due on said note, with all interest
" and costs of suit; said judgment to draw the rate of
" interest specified in note, after rendition until paid. We do
" also hereby waive all right of appeal, the stay of execution, the
" power and privilege to hold exempt from execution any personal
" or real property belonging to us, or either of us, and release all

" Errors that may accrue in the rendition of said judgment
" and all right to sue out any writ of Error; and our said
" Attorny is hereby authorized to enter such release in said
" Judgment.
" Witness our Hands and Seals this
" 3rd day of January, 1884. M. W. Hill.
"

The State of Ohio,
Union County, ss.

E. W. Porter, being duly sworn, makes oath that he is one of the attorneys for the above named plaintiff that he believes the statement in the foregoing petition to be true. He further says that this action is founded upon a written instrument for the payment of money, and such instrument is in affiants possession as such attorney.

E. W. Porter.

Subscribed by E. W. Porter in my presence, and sworn to by him before me, this 16th day of November, A. D. 1883.

R. McCrory, Clerk.
By W. M. Wright, Deputy.

Answer — Richwood Deposit Bank vs M. W. Hill — In Court of Common Pleas. — 5893

And now come M. W. Hill the above named defendant by the undersigned James 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 plaintiff petition, and against the above named defendant for the sum of One hundred and forty-four dollars and thirty 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.

November 16th, A. D. 1883. Jas. S. McCampbell. Atty for Deft.

Entry — Richwood Deposit Bank vs M. W. Hill — Court of Common Pleas. — 5893

This day came the plaintiff by Porter and Porter Attorny, and thereupon came James S. McCampbell, one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorny 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 Attorny, confesses that there is due from

said defendant to said plaintiff as is allegd in said plaintiff's petition, the sum of $144.39.

It is therefor considerd that said plaintiff do recover of said defendant the said sum of $144.39 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 percentum per annum from November 16th, 1887, on said judgment. 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

Atty for Plff
A. Morey clerk

Be it remembered that on the 4th day of November in the year of our Lord one thousand eight hundred and eighty.

Be it remembered that, heretofore, to-wit, on the 24th day of December in the year of our Lord one thousand eight hundred and eighty-eight Edward A. Stevenson filed in the Clerk's office of the said Court of Common Pleas, the following petition against Job. E. Stevenson et al.

Petition 5714 — Edward A. Stevenson vs Job. E. Stevenson et al | Court of Common Pleas

The said plaintiff says that many years ago Survey No. 12112 partly in Union and partly in Logan Counties Ohio was patented to the heirs E. R. Worthington and said heirs conveyed said land to John S. Saylor and he conveyed the half thereof September 14th, 1843 to W. K. Bond and he conveyed said half by deed to Mary Ann G. Boggs, Minerva C. Evans, Job. E. Stevenson and Edward A. Stevenson to hold as following, viz; 1/3 to said Mary Ann G. Boggs and her heirs forever. 1/3 to Minerva C. Evans 1/3 forever and Job E. Stevenson 1/6 and Edward A. Stevenson 1/6 in fee forever.

That said land was partitioned between said parties so that 6 74 100/100 acres thereof was subsequent to the death of said Boggs (she having died intestate and without issue) set off in severalty to said Minerva C. Evans, Job E. Stevenson and Edward A. Stevenson and subsequently said Job Stevenson sold and conveyed his interest then being 1/4 to Shannon Reed in said land and Minerva C Evans sold and conveyed to said Shannon Reed the part represented by the fraction 106459/431764 or 166 acres and 54 spdrs

and partition was made between said Shannon Reeds heirs and said Edward A. Stevenson and Minerva C. Evans (see Vol. 7, Page 607 of complete Record of this Court) and the following part of said Survey was set off in severalty to said thereby became the sole property of said Edward A. Stevenson and Minerva C. Evans, to-wit: Being part of said Worthington Survey No 12112. Beginning in the South West corner of the 674 101/100 acre lot running thence from said beginning N. 79 E 269 23/100 poles to the corner of the lot set off to Shannon Reeds heirs; thence with their line N 10° E 7 W 200½ poles to another of the lots set off to said Shannon Reeds heirs; thence with the line of said 674 tract S 79 W 269 23/100 poles to another corner of said 674 tract; thence S with another of its lines S 11 E 201½ poles to the beginning containing 338½ acres (see Plat of said partition Vol. 7, Page 607. (612)

That said Minerva C. Evans share of said 338 3/4/8 acres descended one-half to said Edward A. Stevenson and one-half to said Job. E. Stevenson who are tenants in common in said lot the plaintiff having 1/2 thereof plus 1/2 of Minerva's share which is equal to the fraction 825205/434728 and the said Job E. Stevenson having the share equal to the fraction 109423/434728

That about 191 acres of said 338½ acre lot is in Union and about 147½ acres thereof are in Logan County, Ohio.

That in 1880 the said lands were attempted to be sold for taxes but no sufficient description of the land was given in the tax duplicate or in the delinquent list or the advertised list nor in the forfeited list the only description being a part of a Survey and thereby said pretended tax sale gave no title void nor and created simply a lien on said land for the taxes and plaintiff says the occupants have received more for timber used and sold and the use of the land than any improvements were worth which they have made.

The plaintiff is informed and avers that James L. Wilgus occupies or claims some interest in 70 acres thereof Samuel Smith in 20 acres thereof, George Bird 62 acres thereof, John Calahan 20 acres, Robert Stanley 10 acres and Christopher Smith 50 acres but the description of their several possessions plaintiff cannot give nor what they claim. A. H. Fowler had 101 acres thereof but said plaintiff hath arranged with him for the settlement of his lien thereon for $1400.00 to be paid April 1st, 1889.

Elizabeth J. Stevenson has a mortgage claim on said land obtained from Edward A. Stevenson plaintiff and the same subject to said liens for taxes should be paid out of the plaintiff's share. Plaintiff prays partition of said 338 3/8 acres and an adjustment of said tax liens and for such other relief as equity and law may be required.

J. W. Robinson

Attorney for Plaintiff

Waiver

Summons was is

5 7 14

Sheriff's Return

The State of Ohio,
Union County, ss.

J. W. Robinson, being duly sworn, deposes and says he is attorney for plaintiff. That he believes the allegations of foregoing petition are true and plaintiff is non-resident of and absent from said County of Union.

J. W. Robinson.

Sworn to before me and signed in my presence this 23rd day of December, 1888.

{SEAL} R. McCrory, Clerk.

Waiver — I am Attorney for Elizabeth J. Stevenson and as such enter her appearance in the above case December 24," 1888.

J. W. Robinson,
Atty. for Elizabeth J. Stevenson

To the Clerk of Court:

Issue Summons to Sheriff of Hamilton County, Ohio, for Job E. Stevenson and endorse: "Petition for Partition and for equitable relief."

J. W. Robinson.

To the Clerk:

Issue Summons to Sheriff of Logan County for James F. Wilgus, Samuel Smith, Christopher Smith, John Calahan, Robert Stanley and George Bird and endorse: "Petition for Partition and equitable relief and adjust tax liens."

J. W. Robinson

Afterward, on the 24th day of December, 1888, Summons

Summons was issued by the Clerk of said Court.

The State of Ohio,
Union County, ss

5714 To the Sheriff of the County of Logan

We command you to notify James F. Wilgus, Samuel Smith, Christopher Smith, John Calahan, Robert Stanley and George Bird that they have been sued by Edward O. Stevenson in the Court of Common Pleas, of Union County, and that unless they answer by the 26th day of January, A. D. 1889, the petition of said Edward O. Stevenson against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 7th day of January, A. D. 1889.

Witness my hand and the seal of said Court, this 24th day of December A. D. 1888.

{SEAL} R. McCrory, Clerk.

Sheriff's Return — And afterward, on the 1st day of January, 1889, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

The State of Ohio,
Logan County, ss

Received this Writ December 26th, A. D. 1888,

at two oclock P. M. and pursuant to its command, on the 28th day of Dec'mber, A. D. 1888, I served the same by delivering a certified copy thereof with the endorsements thereon to James S. Wilgus and John Calahan December 28th, 1888.

Service	8	75
Mileage	2	88
Copy		80
Return		30
Total	$4	73

And I served by leaving a certified copy thereof with the indorsements thereon at the usual place of residence of Christopher Smith, Robert Stanley and George Bird, December 28th, 1888. Samuel Smith was not found in Logan County, Ohio.

W. H. Lloyd, Sheriff of
Logan County, Ohio

Demurrer. Afterward, on the 25th day of January, 1889, Demurrer was filed with the Clerk of said Court.

5714 Edward O. Stevenson
vs
Job. E. Stevenson
In Union County Court Common Pleas

The defendant Robert Stanley demurs to the petition of plaintiff and for grounds says:

That several causes of action are improperly joined. Separate causes of action against several defendants are improperly joined.

The petition does not state facts sufficient to constitute a cause of action against this defendant.

J. E. Cameron Attorney
for Robert Stanley.

Demurrer. Afterward, on the 25th day of January, 1889, Demurrer was filed with the Clerk of said Court.

5714 Edward O. Stevenson
vs
Job. E. Stevenson.
In Union County Court Common Pleas.

The defendant James S. Wilgus demurs to plaintiffs petition and for grounds of demurrer says:

That several causes of action are improperly joined.

Separate causes of action against several defendants are improperly joined.

The petition does not state facts sufficient to constitute a cause of action against this defendant.

J. E. Cameron, Attorney for
James S. Wilgus.

Summons Afterward, on the 15th day of February, 1889, a Summons was issued by the Clerk of said Court.

5714 The State of Ohio,
Union County, ss: To the Sheriff of the County of Hamilton, Greeting:

We command you to notify Job E. Stevenson that he has been sued by Edward O. Stevenson in the Court of Common Pleas, of Union County. and that unless he answer by the 16th day of March, 1889, the petition of said Edward O. Stevenson 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 25th day of February A. D. 1889.

Witness my hand and the seal of said Court this 15th day of February, 1889.

seal

R. McIn Gray, Clerk.

Afterward, on the 26th day of February, 1889, the Sheriff of said County returned said Summons to the Clerk's Office in said County which return is as follows:

State of Ohio,
Cincinnati, } February 21st, 1889, served the within named defendant Job E. Stevenson by delivering to him personally a true copy of this writ with all the endorsements thereon.

Service	$	40
Mileage		20
Copy & Loc. Ord		40
Postage		12
Total.	$1	12

Leo Schott, Sheriff
By George W. Draper, Deputy.

Afterward, on the 14th day of March, A. D. 1889, the following answer was filed with the Clerk of said Court.

Answer. 5714

Edward A. Stevenson
vs
Job E. Stevenson

Court of Common Pleas,
Union County Ohio.

The defendant, Job E. Stevenson now comes and for answer to the plaintiff petition for partition says: He admits he is a tenant in common with plaintiff to the lands described in said petition, but he says the said Minerva C. Evans devised by her will duly probated, all of her interest in said land to this defendant so that this defendant is entitled to the part of said premises represented by the fraction $\frac{228828}{444701}$ instead of the part stated in the petition and the plaintiff is entitled only to the part thereof represented by the fraction $\frac{81,873}{444701}$.

And this defendant prays for partition of said land in the proportion herein stated.

Defendant further says, that he has an account for taxes paid on said premises by himself, over and above his share thereof, the item of which he can not now set forth, but which he will ask to have ascertained and allowed to him on distribution.

Job. E. Stevenson.

The State of Ohio,
Union County. ss

Job E. Stevenson, being duly sworn, deposes and says the allegations of the foregoing answer are true as he believes.

Job E. Stevenson.

Sworn to before me and signed in my presence this 13th day of March, 1889. seal Matt. J. Hay, Notary Public of Hc. Co. O.

Entry

5714

Afterward, on the 3rd day of April, 1889, the following Entry was made on the Journal by the Clerk of said Court.

Edward A. Stevenson
vs
Job E. Stevenson

Entry -- Journal 15, Page 76

This day came on this cause to be heard on the motion for order of partition. Whereupon the Court being fully advised in the premises find the plaintiff is entitled to partition of the land in his petition describe and that he owns the part thereof represented by the fraction $\frac{215873}{444701}$ and that the said Job E. Stevenson owns the part represented by the fraction $\frac{228828}{444701}$ and they are tenants in common.

It is therefore ordered and decreed by the Court that the Sheriff of this County by the oaths of Mathew Lingrel John Gray and Samuel Sherwood be set off to said plaintiff the part of said land represented by said fraction $\frac{215873}{444701}$ and to the said Job E. Stevenson the part represented by the fraction $\frac{228828}{444701}$ and return their proceedings thereon and the rights of the lay claim occupants are reserved for further action.

Praecipe To the Clerk:

Issue Order of Partition, returnable according to law.

J. W. Robinson.

Writ of Partition.

Afterward, on the 19th day of October, A. D. 1889, Writ of Partition was issued by the Clerk of said Court.

The State of Ohio,

5714 Union County, ss

To the Sheriff of said County, Greeting:

We command you, That without delay by the oaths of Mathew Lingrell, John Gray and Samuel Sherwood, you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid: to-wit; Being part of the Worthington Survey No. 12112, beginning in the South West corner of the 674 $\frac{101}{100}$ acre lot, running thence from said beginning N. 79° E 269 $\frac{23}{100}$ poles to the corner of the lot set off to Shannar Reed's heirs; thence with that line N. 10° 57' W 200 $\frac{2}{2}$ pole to another of the lots set off to said Shannon Reed's heirs; thence with the line of said 674 tract S 79° W 269 $\frac{23}{100}$ poles to another corner of said 674 tract; thence S. with another of its lines S 11° E 201 $\frac{1}{2}$ poles to the beginning, containing 338 $\frac{8}{10}$ acres (See Plat of said Partition Vol 7 - Page 607)

To Edward A. Stevenson the $\frac{215873}{444701}$.

To Job E. Stevenson the $\frac{228828}{444701}$, 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 Edward A. Stevenson, Plaintiff, and the said Job E. Stevenson are defendants; and that your proceedings in the premises

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seal

Sheriff's Return.

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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 19th day of October, A.D. 1889.

seal

R. McCrory, Clerk.

Sheriffs Return.

Service	$	30
Mileage	8	00
Ex. Writ	1	20
Swear Com.	1	20
Report of "	1	00
Total	$11	70
Com Fees	$23	00

Sheriffs Return.

As commanded by the foregoing Writ of Partition I have executed the same by the oaths of Mathew Lingrel, John Gray and Samuel Sherwood causing partition to be made, as will appear by the report of the Commissioners, herewith returned.

Given under my hand this 13th day of November A.D. 1889.

Thomas Martin, Sheriff.

Edward A. Stevenson
vs
Job E. Stevenson.

Commissioners' Report.

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do make partition.

Given under our hands, this 26th day of October, A.D. 1889.

Commissioners { Mathew Lingrel
John Gray
Samuel Sherwood

Entry

Afterward, on the 16th day of November, 1889. the following Entry was made on the Journal by the Clerk of said Court.

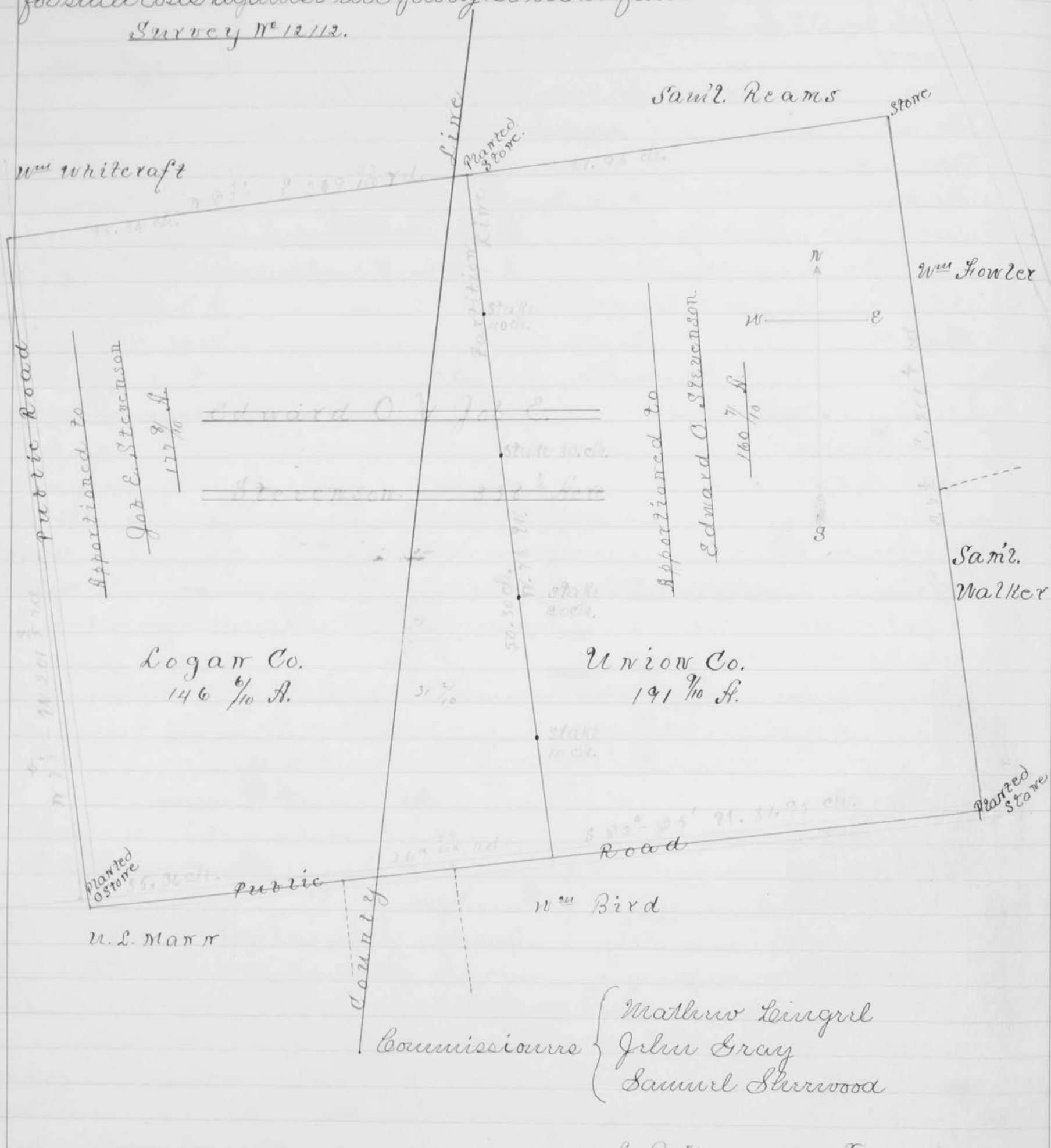
5714 Edward A. Stevenson
vs
Job E. Stevenson

Entry Journal 15, Page 185.

This day came on this cause to be heard on the motion of plaintiff to confirm the report of the Sheriff & Commissioners in Partition and the Court being fully advised in the premises do find that said Report & proceedings & the order of partition aforesaid are in all respects regular and lawful and therefore it is considered ordered and adjudged by the Court that said Report & proceedings be and the same are confirmed and the plaintiff is ordered and decreed by the Court to have and hold in severalty the 160 7/10 acres contained in and described in said Report as his part of the real estate in said petition described and that said Job E. Stevenson hold in severalty the 177 8/10 acres set off in said Report as his share of said lands. It is further ordered and adjudged by the Court that this partition be & the same is made without prejudice to the rights of the defendants claiming under any tax sale & as to them this cause is dismissed without prejudice. And it is further ordered & decreed by the Court that the said Edward A. Stevenson & said Job E. Stevenson pay the costs of this proceedings including an Attorney fee to J. W. Robinson of Eighty-four & 26/100 dollars in the same proportion that said parties

hold said lands as herein decreed & in default of their payment by either of said parties for ten days an order of sale may issue for such costs against the party so in default.

Survey No 12112.



Commissioners { Mathew Lingrel
John Gray
Samuel Sherwood

C. B. Harvey . Surveyor

Was continued and held at the Court House in Marysville, within & for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of May, to wit, on the 27th day of May in the year of our Lord one thousand eight hundred and eighty nine.

Be it remembered, that heretofore, to-wit, on the 27th day of April, A. D. 1889, V. S. Hill filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John S. Moore et al, to-wit:

Petition. V. S. Hills
vs
5796 John S. Moore et al

Court of Common Pleas,
Union County, Ohio.

Plaintiff, V. S. Hills, respectfully represents that on the 14th day of January, 1887, the defendant John S. Moore executed and delivered to him his promissory note of that date, a copy of which is hereto attached marked "A" on which there is due said Hills by said Moore the sum of one hundred & twenty-five & 5/100 dollars with eight per cent interest from August 1st, 1887 for which sum plaintiff asks Judgment against said Moore

For a second cause of action the plaintiff says the said John S. Moore on the 14th day of January, 1887 executed and delivered to him his other promissory note, a copy of which is hereto attached marked "B" on which there is due plaintiff from John S. Moore the sum of three hundred & fifty-five & 17/100 dollars with interest at eight per cent from January 14th, 1887 for which plaintiff asks Judgment against said John S. Moore.

For a third cause of action the plaintiff says the said John S. Moore on the 14th day of January, 1887, made and delivered to him his other promissory note, a copy of which marked "C" is hereto attached on which there is now due plaintiff from said John S. Moore the further sum of three hundred & fifty-five & 17/100 dollars with eight per cent interest from said 14th day of January 1887 for which sum he asks Judgment against said John S. Moore.

For a fourth cause of action plaintiff says the said John S. Moore and Mary Etta Moore, his wife, on said 14th day of January, 1887 executed to said plaintiff their deed in fee simple and to his heirs and assigns the following real estate in said County of Union in the State of Ohio in Survey No. 1913 beginning at a hickory in the South line of said Survey; thence with said line S 80° - 15' - E 43 1/4 poles to two sugar S. E. corner of said Survey; thence with the East line of said Survey N. 8° - 45' - W 80 poles to a stone; thence S 80° - 15' W 43 1/4 poles to a stake in Tobias Brigdens line now Scott

and Roury: thence with their line passing his corner S 8-15' E 80 poles to the beginning excepting so much of said land as is South of the old Bellefontaine Road sold to Peter Staley and being about one acre leaving 28 100/160 acres more or less.

Also another tract in same Survey, beginning at a stone in the East line of said Survey and N. E. corner of the above named tract: thence with the E. line of said Survey N. 9- W 38 10/100 poles to a stone in said line; thence S 80'- W 42 poles to a stone in said Brightler line and said corner of above lot: thence with said line S 9- E. 38 10/100 poles to a stone corner to said tract: thence with said line N. 80- E 42 poles to the beginning containing ten acres more or less and being all the land John S. Moore owned in said Survey and being East and adjoining the Scott & Roury Farm and extending to the Survey line.

Also a house and lot in Marysville of said County being Sr Lot No. 313, 330 of the Robinson Addition.

The said deed of conveyance has a condition of defeasance if said John S. Moore should pay the three notes mentioned in the 1st, 2nd, & 3rd, causes in this petition as they become due. Plaintiff says by a mistake said deed was dated, 1886 instead of 1887 and says said three notes are all past due and no payments have been made thereon except $200.00 paid July 29th, 1887, & $45.00 August 1st, 1887 by three yearling calves and there is due on said three notes secured by said mortgage the sum of eight hundred and thirty-five & 87/100 dollars with eight per cent on $710 87/100 since January 14th, 1887 and on $125 55/100 since August 1st, 1887 which is a lien on said lands.

Said mortgage deed was duly recorded January 20th, 1887 & was filed for record January 14th, 1887. See Vol. 25- Page 11, creating a lien on said real estate January 14th, 1887.

Copy of Note "A".

Note "A". $355 17/100. Marysville, January 14th, 1887.

On or before July 1st, 1887, after date, I promise to pay to the order of V. S. Hills three hundred and fifty five & 17/100 dollars at eight per cent from January 12th, 1887. Value received.

J. S. Moore.

Copy of Note "B."

Note "B" $355 17/100 Marysville, Ohio, January 14th, 1887.

On or before October 1st, 1887, after date, I promise to pay to the order of V. S. Hills three hundred and fifty five & 17/100 dollars at eight per cent interest from January 14th. Value received

J. S. Moore.

Note "C" Copy of Note "C."

$355 17/100 Marysville, Ohio, January 14th, 1887.

One year after date, I promise to pay to the order of V. S. Hills three hundred and fifty five & 17/100 dollars at eight per cent from

" January 13", 1887. Value rrcivd.
"
J. S. Moore.

On said note "A" the following endorsements arr placed viz: Two hundrd dollars paid July 29", 1887. Also August 1", 1887 Forty five dollars paid on this note bring three yearling calves.

Plaintiff further says by the Records of said County it apprars that the Marysville Savings Building & Loan Association Company of Marysville Ohio have a claim on said 20 acrs (See Vol. 23, Pagr 39) and also on the whole 80 acres (See Vol. 23, Pagr 54) that Sprague & Orrfrd make claim to have some lien on said 20 100/160 acr tract but plaintiff is informd and avrs that said Sprague & Orrfrd have a lien on chattel proprty to secure the same claim securd on said 20 100/160 acr lot and they should rstrain said chattel property brfor taking any of the procrds of said lot of 20 100/160 acrs (Vol 21, Pagr 637.

That there is an uncancelld mortgagr on said 10 acr lot in favor of Tobias Brightler but plaintiff is informd and avrs the said mortgagr has bin fully paid and the same should be cancelld. (Vol. 25, Pagr 49)

Also an uncancelld mortgagr to A. B. Robinson to indemnify him as surety for said Moore but plaintiff is informd and avrs the same is paid and should be cancelld (Vol. 25, Pagr 188.)

The plaintiff says the prior liens on said proprty in this petition drscribd will & the brlnce leave the plaintiff without sufficint proprty to satisfy his said claim and the said Moore has no other means wherrof his claim can be made and the said claim of Sprague & Orrfrd is prior lien on said land to the lien of the plaintiff.

Also Ohrlis & Fullington have a mortgagr given by J. G. Gremmore on said lot 313 on which it is claimed there is a balance due (Vol. 15, Pagr 400) Plaintiff prays an ordr of sale of all of said premises and for further proper relief and asks that all of said lien-holders by answer set up in this case their several claims thereon.

J. W. Robinson, Atty for Altf.

The State of Ohio,
Union County ss

J. W. Robinson, being duly sworn, deposes and says he is the attorny of plaintiff in the above cause and has possession of the note and mortgagr therein mentioned and plaintiff is a non resident of the said County of Union, Ohio, and he believes the allegations of the forgoing petition are all true. J. W. Robinson.

Sworn to brfor me and signed in my presnce by J. W. Robinson this 27th day of April, 1889. {seal} R. McCleary, Clerk.

Waivr — We Jerreby waive the issuing and service of summons in this case and enter our appearance therein this 2nd day of May, 1889.

Sprague & Orrfct by
Jas. S. McCampbell Atty.

Waivr — I, A. B. Robinson enter my appearance in this case.

A. B. Robinson by
J. W. Robinson, Atty.

Waivr — Ohellis & Sullington, defendants, Jerreby waive process in this case and enter their appearance Jerein May 3rd, 1889.

Sullington & Ohellis.

Waivr — I, as President of the Marysville Saving Building & Loan Association do Jerreby enter the appearance of said Association in this case May 2nd, 1889.

L. Apre, President of M.S.B & Loan

To the Clerk:

Praecipe — Issue Summons in this case for John S. Moore, Mary Etta Moore & Tobias Brightler. Endorsement: Petition for $835 89/100 with right per cent interest on $710 37/100 from January 14th, 1887 & on $125 55/100 from August 1st 1887 and to foreclose mortgage on land.

J. W. Robinson, Atty. for Pltf.

Summons 5796 — Afterward, on the 27th day of April, A.D. 1889, the following Summons was issued by the Clerk of said Court

The State of Ohio,
Union County ss

To the Sheriff of said County.

You are Jerreby commanded to notify John S. Moore, Etta R. Moore and Tobias Brightler that they have been sued by V. S. Hills in the Court of Common Pleas of Union County, and must answer by the 25th day of May, A.D. 1889, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 6th day of May A.D. 1889.

Witness my hand and the seal of said Court this 27th day of April A.D. 1889.

R. McCleary, Clerk.

seal

Ser & Return	$	45
Milage		16
Copy		40
Total	$1	01

The State of Ohio
Union County

Received this Writ April 27th, A.D. 1889, at 10 o'clock A. M. and served same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of each of the within named defendants on the 29th day of April, 1889.

Thomas Martin, Sheriff

Notice of Application for Receiver 5796 — After... was filed ... V. S. Hill ... vs ... John S. M... plaintiff ... said Co... appoint... Real Es... on the ... said ap... May 3rd, 18...

Motion for Receiver 5796 — Af... Motio... V. S. Hill ... vs ... John S. M...

Answer & Cross-Petition of Sprague & Orrfct. 5796 — Aft... & Cross... V. S. Hill ... vs ... John S. M... & B. M... filed, ... and Sh... on Busi... San... and by ... defend... as afor... made ... firm na... therein ... the follo...

Notice of Application for Receiver

V. S. Hills
vs
John S. Moor et al
5796

Court of Common Pleas Union County, Ohio.

Afterward, on the 3rd day of May, 1889, Notice of Application for Receiver was filed with the Clerk of said Court.

The defendants are hereby notified that the plaintiff will on the 29th day of May, 1889 at the Court Room of said County apply to said Court or the Judge thereof for the appointment of a Receiver in this case to take charge of the Real Estate in said petition described to apply the rents on the liens on the same. Affidavits will be used in the said application.

May 3rd, 1889. J.W. Robinson, Atty. for Pltf.

Motion for Receiver.

V. S. Hills
vs
John S. Moor et al
5796

In Court of Common Pleas, Union County Ohio

Afterward, on the 3rd day of May, 1889, the following Motion was filed with the Clerk of said Court.

The plaintiff moves the Court to appoint a Receiver to take possession of the Real Estate described in plaintiffs petition and apply proceeds to the payment of the liens on said premises and for grounds of said Appointment says the liens on said property which are prior to the plaintiff lien thereon will when paid so far reduce the proceeds of the sale of said Real Estate as to leave an insufficient amount to satisfy the plaintiff's said lien and defendant John S. Moor has not other property liable to levy and sale on execution except to pay any balance as plaintiff believes & avers.

J.W. Robinson, Atty. for Pltf.

Answer and Cross-Petition of Sprague & Orrfct.

V. S. Hills
vs
John S. Moor et al
5796

In Court of Common Pleas
Union County, Ohio.

Afterward, on the 11th day of May, 1889, the following Answer and Cross-Petition was filed with the Clerk of said Court.

Now comes the defendants S. B. Sprague and E. W. Orrfct, and for answer to plaintiff petition herein filed, say: That they are partners under the firm name and style of "Sprague & Orrfct" for the purpose of carrying on business in the State of Ohio.

Said Sprague & Orrfct further answering said petition and by way of cross-petition thereto, say: That the said defendant John S. Moor is indebted to them, as partners as aforesaid, on a promissory note, dated December 14th, 1886 made for the sum of $248.00, payable to the order of said firm in ninety days from the date thereof, with interest thereon at eight per cent per annum from date; and that the following payments have been made thereon, to-wit:

April 11th, 1888, $28.33, July 15th, 1888, $14.25
July 20th, 1888, $ 8.08, September 6th, 1888, $15.00
October 27th, 1888, $15.00, leaving an unpaid balance now due, in the sum of $194 58/100 with interest at right per cent from October 27th, 1888.

Said Sprague & Perfect further say: That at the time of delivering said note, and to secure the payment thereof, the said John S. Moore, with his wife, Mary Etta R. Moore, who joined to release dower, executed and delivered to said firm of Sprague & Perfect his mortgage deed conveying the following described Real Estate, to-wit:
Situate in Paris Township, Union County, Ohio, being part of Virginia Military Survey No. 1913: Beginning at a hickory in the South line of said Survey: thence with said line S 80° 15' E. 43 1/4 poles to two sugar trees S. E. corner of said Survey: thence with the East line of said Survey N. 8° 45' W 80 poles to a stone; thence S 80° 15' W 43 1/4 poles to a stake in Tobias Brightler's line: thence with his line passing his corner, S 8° 15' E 80 poles to the place of beginning - excepting so much of said land as is South of the Old Bellefontaine Road, sold to Otter Staley, and being about one acre, leaving 20 acres and 100 poles, more or less.

Said mortgage was conditioned that if said John S. Moore should pay, or cause to be paid, said note to said Sprague and Perfect, pursuant to its terms as aforesaid, said mortgage should be void, otherwise, the same should remain in full force.

The condition of said mortgage has been broken by reason of the non-payment of said note as stipulated.

On the 18th day of December, 1886 at 10 o'clock A. M. said mortgage was left for record at the Recorders Office of Union County, Ohio, and was duly recorded in Book 21, Page 637 of the Mortgage Records of said County.

Said Sprague & Perfect further answering said petition say: They admit that said John S. Moore on June 6th, 1888 executed and delivered to them a mortgage on chattel property consisting principally, of live stock. But, these answering defendants aver that said mortgage was taken as additional security merely: That said mortgage has become worthless to them, as a security, by reason of the sale of the greater and more valuable portion of said live stock to satisfy a prior mortgage lien thereon held by one E. B. Standish a creditor of said Moore; & that said security has been further reduced by the deaths of a valuable horse mentioned therein.

These defendants further say that said Moore has refused to deliver said chattel property remaining unsold though requested by them so to do: And, therefore, that the

same can not be subjected to the payment of their said claim without litigation. And these defendants aver that the reduction of said chattels to money, at forced sale, would almost, if not entirely, consume the value thereof in costs and charges. Therefor, these defendants deny the right of plaintiff to an order requiring them to exhaust said chattel property before resorting to their said original security upon the lands aforesaid.

Wherefor, the said Sprague & Orfect pray that said lands may be sold, and that out of the proceeds of such sale, their said claim may be paid in the order of its just priority, and that they may have all further relief, proper in the premises.

Jas. S. Mc Campbell, Attorney
for Sprague & Orfect.

The State of Ohio
County of Union ss

E. H. Orfect, being sworn, makes oath that he is a member of the firm of Sprague & Orfect, and one of the owners of the claim set forth in the foregoing answer & cross-petition and that the facts stated in the above pleading are, as he believes, true.

E. H. Orfect.

Subscribed and sworn to before me this 11th day of May A. D. 1889.

Seal

R. M. Crory, Clerk of Common Pleas Court.

Answer & Cross-Petition of Sullington & Orllis

Afterward, on the 14th day of June, 1889, the following Answer & Cross-Petition was filed with the Clerk of Court.

V. S. Hills
vs
John S. Moore et al

Court of Common Pleas
Union County, Ohio

The defendants, Sullington & Orllis, by way of answer and cross-petition to the petition of plaintiffs, say:

That on the 2d day of February, A. D. 1880 J. J. Grummons, who was the legal owner in fee-simple of the following premises, to-wit: Situated in the State of Ohio in the County of Union, and the Village of Marysville, and being all of the lot number three hundred & thirteen (313) in said Village, said lot being in what is known as Robinson's Addition to said Village, for a more definite description reference is made to the recorded plat of said Addition.

That on said 2d day of February, 1880, the said J. J. Grummons executed and delivered to said Sullington Orllis & Woods his promissory note of that date, and thereby promised to pay to the said Sullington Orllis & Woods the sum of One thousand and seventy-five dollars

in three years after said date with interest at eight per cent payable annually. A copy of said note is hereto attached marked Exhibit "A" and made a part of this answer and cross-petition.

Payments have been made on said note as follows: Interest paid to February 2nd, 1881. Interest paid to August 2nd, 1881, to February 2nd, 1882 to February 2nd, 1883 to February 2nd, 1885, to October 2nd, 1886, and to January 1st, 1888. No other payments has been made on said note except as hereafter stated.

That on said 2nd day of February, 1880 the said D. J. Grimmons, his wife Anna Grimmons joining executed and delivered to the said Sullington Ahrlis and Woods their mortgage deed upon said premises hereinafter described.

The condition of said mortgage was in substance that if said Grimmons shall well and truly pay said note and its interest when the same shall become due to the said Sullington Ahrlis and Woods theirs heirs and assigns according to the tenor thereof, then said mortgage to be void, otherwise to remain in full force.

On the 28th day of February, 1880, at eleven oclock A.M. said mortgage was delivered to the Recorder of said County of Union, and was duly entered on record on March 10th, 1880.

Said Sullington Ahrlis and Woods was a partnership formed for the purpose of carrying on business in the State of Ohio. And the said Sullington and Ahrlis are also a partnership formed for the purpose of carrying on business in this State. And the said Sullington and Ahrlis are the successors of the said Sullington Ahrlis and Woods and are now the legal owners and holders of said promissory note, and said mortgage securing the same.

These defendants further say that on the 23rd day of January, 1885, the defendant John S. Moore deposited in the Bank of defendants the sum of $141.50 as security additional to said mortgage. And it was then agreed between the said Moore and these defendants that if said Moore should pay said note of said D. J. Grimmons, and interest according to its terms, then said $141.50 must be paid back to said Moore without interest, otherwise the same was to be applied on said note.

The defendants say that said deed has become absolute, and there is due and remaining unpaid upon said indebtedness the sum of $1075.00 with interest payable annually at eight per cent from January 1st, 1888 subject to said credit of $141.50.

These defendants therefore ask that said mortgage

may be forclosd, the said premises ordrrd to be sold, the procrds applid to the paymrit of said drbt, and thrr answring drfndants asks such other and further relief as they are entitled to.

Potter & Potter, Attorneys for
Fullington & Shellis.

Walter C. Fullington, the Agent and Manager of the firm of Fullington & Shellis, being sworn makes oath that the facts stated in the foregoing answer and cross petition are true as he believes.

Walter C. Fullington.

Sworn to by Walter C. Fullington as the Agent and manager of Fullington & Shellis befor me, and signed by him in my presence this 14th day of June A. D. 1887.

seal

R. McC. Crory, Clerk.

" Exhibit "A."

" 1075^{00} Marysville, Ohio, Feb. 2nd, 1880.

" Three years after date, as principal debtors, we
" jointly and severally promise to pay to the order of
" Fullington Shellis & Woods One thousand and seventy
" five dollars, for value recivd with interest at eight per
" cent. per annum payable annually.

" And we hereby dispense with demand of paymrit of
" this Note, and authorize any Attorney-at-Law to appear for
" us, or either of us, at any time after the same shall becme
" due, in any Court of Record in the State of Ohio, or elsewhere
" and waive the issuing and service of process and confess
" judgmrit 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
" becme due, together with costs of suits and release all errors
" and waive all right of Appeal in this behalf.

" Witness our hand & seal this 2nd day of February, 1880.

" D. J. Crummons. (seal)

" No. 17409. Due February 2nd, 1883.

" Indorsed: Interest paid to February 2nd, 1881

" " " " August 2nd 1881

" " " " February 2nd 1882

" " " " " " 2nd 1883

" " " " " " 2nd 1884

" " " " October 2nd 1886

" " " " January 11th, 1888.

Motion — Afterward, on the 17th day of June, 1889, the following motion was filed with the Clerk of said Court.

5796 W. S. Hills

vs

John S. Moore et al — Now comes the drfendant and moves

the Court to set aside the entry of judgment and order of sale in this case, Because:
First. The entry was made in violation of the rule requiring old entries to be submitted to opposite counsel, whereby he was prevented from noting his exceptions to the decisions of the Court over-ruling his motion to reform plaintiff petition which is the usual custom as to exceptions.
Second. The judgments purports to be an over-ruling motion in the case of Sprague vs Orrfet, whereas no motion was filed in that case but it was on over ruling a demurrer which is not mentioned in the entry, so that the entry is not a correct statement of the action of the Court.
Third. In the case of Skillington vs Wells the judgment was premature, without his counsel having seen the claim of said defendants and befor the time allowed for answer to same and was unauthorized as to said claim.
Fourth. It purports to find that defendants did not desire to answer when defendants counsel had not seen nor had time to investigate said last claim.

J. B. Cole
Atty. for J. S. Moore.

Entry — Afterward, on the 20th day of June, 1889, the following entry was made on the Journal by the Clerk of said Court.

5796 V. S. Wells
vs
John S. Moore et al

Now comes the Marysville Saving Building and Loan Association Company and upon motion leave is granted by the Court to file answer and cross-petition and the same is filed.

Answer & Cross Petition of M.S.B. & L. Association — Afterward, on the 20th day of June, 1889, the following Answer & Cross-Petition was filed with the Clerk of said Court

V. S. Wells
vs
John S. Moore et al

Court of Common Pleas, Union County Ohio

5796

Now comes the Marysville Saving Building and Loan Association Company of Marysville, Ohio, a corporation duly organized under the laws of the State of Ohio and by leave of Court files this its answer & cross petition herein and says:
First Cause of Action.

The said defendant John S. Moore is indebted to the said Marysville Saving Building and Loan Association Company in the sum of Five hundred & fifty eight & 18/100 dollars as hereinafter stated on a promissory note of which the following is a copy:

Copy of note "

$600.00 — Marysville, Ohio, September 6th, 1886

For value received, I promise to pay the Marysville

"Savings Building and Loan Association Company of Marysville
"Ohio whereby the same shall cease and determine Six Hundred
"dollars with interest and premium as hereinafter stipulated
"for an advanced loan obtained by me upon three shares of
"stock in said Association by bidding a premium of three hundred
"and sixty-three dollars for precedence in taking the same.
" I promise to pay on each of said three shares of stock a
"weekly installment of twenty-five cents, and on Six Hundred
"dollars the amount of said advanced loan, interest at the
"rate of six per cent per annum from date in equal weekly
"payments until said Association shall be dissolved, as
"provided in the Constitution and By-Laws thereof (at the end
"of each year a rebate of interest being made for weekly install-
"ments paid on stock) and the said premium of Three hundred
"and sixty-three dollars bid for precedence in taking said loan.
" I promise to pay in equal weekly installments of One and
"$\frac{23}{100}$ dollars each until it shall be paid in full; all of said
"dues to be due and payable on Saturday of each week.
" And I do further promise that should any of said
"weekly payments of interest or premium remain unpaid
"for the space of four weeks after the same becomes due, or
"should any part of said stock be forfeited for the non-payment
"of the weekly installments thereon, then this note to become
"due and collectable immediately.

John S. Moore
Mary Etta R. Moore

She said John S. Moore and Mary Etta R. Moore are indebted to said Association upon said promissory note as follows:

Principal of note	$600.00
Premium from January 7th, 1888, to June 18th, 1887	$ 93.75
Interest from January 7th, 1888, to June 18th, 1887	$ 41.88
Fines from December 31st, 1887 to June 18, 1887	$ 22.80
Credit for dues to December 31st, 1887 -- $200.25	
	$ 758.43

Balance due on said note June 18th, 1887 - ($558.18.) Five hundred and fifty eight and $\frac{18}{100}$ dollars. She said John S. Moore or Mary Etta R. Moore has not paid the dues, interest and premium due said Association upon said note - dues since December 31st, 1887. Premium since January 7th, 1888 and interest since January 14th, 1888 - and are in default for all such payments, fine dues since December 31st, 1887, premiums since January 7th, 1888, and interest since January 14th, 1888 when the first become due and payable according to the terms of said note.

Second Cause of Action:

At the time of the delivery of said note and to secure the payment thereof the said John S. Moore and Mary Etta Moore, his wife, executed and delivered to said Association their mortgage deed and thereby conveyed to said Association the premises described in plaintiffs petition as

follows, to wit:

Situated in the Township of Paris in Virginia Military District Survey No. 1913 in Union County and in the State of Ohio. Beginning at a hickory in the South line of said Survey; thence with said line S 80° 15' E 43 7/10 poles to two sugar trees S. E. corner of said Survey; thence with the East line of said Survey N. 8° 45' W 80 poles to a stone; thence S 80° 15 W 43 7/10 poles to a stake in Tobias Brightler line; thence with his line passing his corner S 8° 15' E 80 poles to the place of beginning, excepting so much of said land as is South of the Old Bellefontaine Road sold to Peter Slabey, being about one acre, leaving 20 acres and 100 poles.

Said mortgage was conditioned as follows: Provided nevertheless and these presents are upon this condition that whereas, the said John S. Moore and Mary Etta R. Moore have executed and delivered to the said Marysville Building and Loan Association Company of Marysville Ohio, their promissory note of even date herewith, for the sum of Six hundred dollars upon the following conditions

Said John S. Moore being a member of the Association and having at a regular meeting of the Association bid a premium of One hundred and twenty-one dollars per share of stock preference in taking an advanced loan and having thereby obtained said preference, and having received from said Association an advanced loan of Six-hundred dollars the full value of three shares of stock in said Association: he agrees to pay on each of said shares of stock a weekly installment of twenty-five cents. And on Six hundred dollars (the amount of said advanced loan) he agrees to pay interest at the rate of six per cent per annum in equal weekly payments (a rebate of interest being made at the end of each year for weekly installments paid on stock) and the said premium of Three hundred and sixty-three dollars bid for preference in taking said loan, he agrees to pay in equal weekly installments of One 23/100 dollars until it shall be paid in full. All of said payments to be made on Saturday of each week until said Association shall be dissolved as provided in the Constitution and By-Laws thereof. He also agrees to pay the taxes on the premises conveyed by these presents. The fire insurance premium on said property, ground rents thereon, all the fines and forfeitures according to the Constitution and By-Laws of said Association.

Now if the said John S. Moore or Mary Etta R. Moore shall punctually pay to the said Association, or its assigns the said weekly installments on said three shares of stock, and the interest and premium as above stated, the taxes on

the propriety conveyed by these presents, the fire insurance premium on said propriety, the ground rents thereon, and all the fines and forfeiture according to the Constitution and By-Laws of said Association, then these presents shall be void.

But if the said John S. Moor or Mary Etta R. Moor shall fail to pay the said weekly installments, or the installments of interest or premium as above stated, the dues, fire insurance premium, ground rents, or fines and forfeitures when the same respectively become due or within sixty days after due, then the amount of said loan shall become due and the mortgage shall be foreclosed.

On the 6th day of September, 1886, at 10 o'clock A. M. said mortgage was filed with the Recorder of Union County, Ohio, for Record, and the same was duly recorded in Volume 23, Page 39 of the Records of Mortgages of Union County, Ohio.

The said Association says: That when the payments of dues, interest and premium on said note become due- Dues- December 31st, 1887, Interest -- January 14th, 1888 and Premium -- January 7th, 1888. The said defendants John S. Moor and Mary Etta R. Moor did not pay the same and have not paid thereon since, nor any of the payments that have since become due, but that the same remain and are due and unpaid. Whereby the conditions of said mortgage deed have been broken and said mortgage deed has become absolute.

The said Marysville Saving Building and Loan Association Company asks judgment against said defendants John S. Moor and Mary Etta R. Moor for said sum of Five Hundred and Fifty-eight and 18/100 Dollars, bring the amount herein to June 18th, 1889. That an account be taken of the dues, interest and premium to become due.

That said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof applied to the payment of said indebtedness and for all other and proper relief in the premises.

R. E. Woodburn Atty for
M. B. S. and L. Association

The State of Ohio
Union County ss

C. Houston, being sworn, makes oath that he is the President of the Marysville, Saving, Building and Loan Association Company of Marysville Ohio, and that the facts stated in the foregoing Answer and Cross-Petition are as affiant believes true.

C. Houston

Sworn to by said C. Houston Brfor me and signed
by him in my prsence this 20th day of June, 1889.
[seal] R. M. Crory, Clerk
By W. M. Winget, Deputy.

Entry — Afterward, on the 21st day of June, 1889, the following
Entry was made on the Journal by the Clerk of said Court.

5796 A. S. Mills
vs
John S. Moore et al

Entry -- Journal 15, Page 130

This day came on this cause to be
heard on the motion filed by the defendant John S. Moore
to reform plaintiffs petition and the demurrer to Sprague
and Orrfds cross-petition. Whereupon the Court being fully
advised in the premises do overrule said motion and sais
demurrer to which rulings of the Court the said Moore excepts.
Whereupon the said John S. Moore and Mary Etta
Moore being in default for answer and not desiring to
file any answer this cause came on to be heard by
the Court, a Jury being waived, it is found by the Court
that there is due to the plaintiff on said notes mentioned
in the plaintiffs first three causes of action the sum of
Nine hundred and ninety one and 60/100 dollars. And therefore
it is considered ordered and adjudged by the Court that
the plaintiff recover of said John S. Moore said sum of
Nine hundred and ninety-one and 60/100 dollars and interest
from the first day of this Term of Court and his costs
herein expended taxed to --- $.

And it is further found that said sum is a lien
on the real estate in said petition described as in said
fourth cause of action set forth from January 14th, 1887.

It is therefor ordered and decreed by the Court that
said defendants pay said sum and interest and costs, in
three days and in default thereof that an order of sale
issue to the Sheriff of this County commanding him to
appraise advertise and sell said real estate according to
law to satisfy said judgment and decree and report to this
Court his proceedings thereon.

Order of Sale

And thereupon came on this cause to be further heard
on the cross-petition of Fullington and Ohrlie, whereupon the
Court find that the said $141 70/100 and the interest thereon
all amounting to $178 27 dollars mentioned in said cross-
petition should be credited on said mortgage as of this
date and that there remains due said Fullington and
Ohrlie after said credit the sum of Two hundred and thirteen
and 70/100 dollars which is a lien on said lot No 313 from February
2nd, 1880 and therefor the Court order and decree that said
defendants John S. Moore and Mary Etta Moore pay said sum
and interest at eight per cent to said Fullington and Ohrlie
and in default thereof for three days that an order of sale

issue to the Sheriff of said County commanding him to appraise advertise and sell said premises according to law.

And further the Court find in the cross petition of said Sprague & Orfred that there is due to said Sprague & Orfred on the mortgage set up in their cross petition the sum of one hundred and ninety-four $\frac{58}{100}$ dollars and which is a lien on the premises therein described which sum is also on right for said.

It is therefor by the Court ordred and decreed that said defendants J. S. Moor & Mary Etta Moor pay said Sprague & Orfred said sum and interest within three days and in default thereof that an order of sale issue to the Sheriff for the sale thereof according to law and as to all other matters this cause is postponed for further action.

And thereupon on the motion of the said John S. Moor the Court fix the Supersedas Bond in the case at Two hundred dollars conditioned that he will pay the costs and the reasonable rents of said premises in case petition in error is filed in the Circuit Court.

Order of Sale

Afterward, on the 25th day of June, 1889, Order of Sale was issued by the Clerk of said Court.

The State of Ohio,
Union County ss

To the Sheriff of said County, Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 21st day of June, 1889, V. S. Hills obtained a judgment and decree against John S. Moor & Mary Etta Moor for the sum of Nine Hundred and ninety-one and $\frac{69}{100}$ dollars, and Fourteen and $\frac{61}{100}$ dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said John S. Moor within three days from the 27th day of May, A. D. 1889, pay unto the said V. S. Hills the said sum of Nine Hundred and ninety-one & $\frac{69}{100}$ dollars with interest from the 27th day of May, 1889, and costs aforesaid: and, on 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 & Executions at law, to sell the real estate described in the plaintiffs petition.

And whereas, the three days aforesaid have fully expired, and the said sum of Nine Hundred and ninety-one & $\frac{69}{100}$ dollars, and costs aforesaid, have not been paid or any part thereof as appears to us of record.

We therefor command you, that you proceed, without delay, to appraise, advertise & sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit: In Survey No 1913. Beginning at a

hickory in the South line of said Survey; thence with said line S 80-15 & 45 1/4 poles to two sugars S.E. corner of said Survey; thence with the East line of said Survey N. 8°-45'-W 88 poles to a stone; thence S 80-15'-W 43 1/4 poles to a stake in Tobias Brightbre line, now Scott and Roney; thence with their line passing his corner S 8-15'- & 80 poles to the Beginning, excepting so much of said land as is South of the Old Bellefontaine Road sold to Peter Staley, and being about one acre leaving 20 and 10°/160 acres.

Also another tract in same Survey, beginning at a stone in the East line of said Survey N. E. corner of the above named tract; thence with the East line of said Survey N. 9°- W 38 10/100 poles to a stone in said line; thence S 80°- W. 42 poles to a stone in said Brightbre line and said corner of above lot; thence with said line S. 9°- E 38 10/100 poles to a stone corner to said tract; thence with said line N. 80°- E 42 poles to the beginning containing 10 acres more or less.

Also a house and lot in Marysville in said County, being Lot No. 330 or 313 of the Robinson Addition.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 25th day of June 1889

seal

R. McCrory, Clerk

Proof of Publication

Sheriffs Return.

And afterward, on the 27th day of July, A. D. 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

The State of Ohio
Union County, ss

Service	$	60
Sum. Appls.		
Swar. " "	1	20
Conveying "	1	50
Writing Appl		50
Copy of " "		50
Notice to Printer		50
Affidavit " "		30
Writing "notice"		50
Mileage		32
Return		25
Total	$6	17
Appraisers Fees	$3	00
Printer's Fees.	$18	00

Received this Writ the 25th day of June 1889, and on the 26th day of June A. D. 1889 I called an inquest of A. S. Chapman James B. Whelpley and Joseph Moser three disinterested free holders and residents of the County and caused the within described real estate to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof ($46 67/100) per acre, $2100 00 house and lot, under their hands and

srals, a copy of which I forthwith deposited with the Clerk of the within named Court.

Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days, (to-wit: five consecutive weeks) before the day of sale by advertisement in the "Marysville Tribune" a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 27th day of July, A. D. 1889, at the door of the Court House, in Marysville, Ohio, at the hour of one o'clock P. M. of said day, the time and place of sale specified in said notice.

Said real estate was not offered for sale by reason of a notice in error issued out of the Circuit Court in and for Union County, Ohio, commanding me forthwith to return this writ.

Thomas Martin, Sheriff.

Proof of Publication

V. S. Wells as John S. Moor et al

Sheriff's Sale. On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, July 27th 1889, at or about the hour of one o'clock P. M. on said Day, the following described personal property, to-wit:

Situated in the Township of Paris, County of Union and State of Ohio, and described as follows: In Survey No 1913 beginning at a hickory in the South line of said Survey; thence with said line S. 80° 15' E 45 1/4 poles to two sugars S. E. corner of said Survey; thence with the East line of said Survey N. 8° 45' W 80 poles to a stone; thence S 80° 15' W 43 1/4 poles to a stake in Tobias Brightbre line, now Scott and Rowry; thence with their line passing his corner S 8° 15' E 80 poles to the beginning, excepting so much of said land as is south of the old Bellefontaine road sold to Peter Staley, and being about one acre, leaving 20 and 100/160 acres.

Also, another tract in same Survey beginning at a stone in the East line of said Survey N. E. corner of the above named tract; thence with the E. line of said Survey N 9° W 38 10/100 poles to a stone in said line; thence S 80 W 42 poles to a stone in said Brightbre line and said corner of above lot; thence with said line S 9° E 38 10/100 poles to a stone corner to said tract; thence with said line N. 80° E 42 poles to the beginning, containing 10 acres, more or less.

Also, a house and lot in Marysville, Union County, and State of Ohio, being In-Lot No 330 or 313 of Robinsons Addition.

Farm land appraisd at $46.67 per acre. House & lot appraisd at $2100. Terms of Sale, Cash.

Thomas Martin
Sheriff Union County, Ohio

The State of Ohio,
Union County,

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 26th, 1889.

W. O. Shearer.

Sworn to and subscribed before me, this 4th day of November, 1889.

R. McCrory, Clerk.

Demurrer

Afterward, on the 5th day of July, 1889, Demurrer

5796 was filed with Clerk of said Court.

U. S. Hills
vs
John S. Moore etal

Demurrer to Cross-Petition of Sprague & Corfet.

Now comes the defendant and demurs to the cross-petition of Sprague & Corfet and for grounds says: There is a defect of parties defendant to said complaint.

J. B. Cole. Atty.

Demurrer Afterward, on the 5th day of July, 1889, Demurrer was filed with the Clerk of said Court.

5796 U. S. Hills
vs
John S. Moore etal

Court of Common Pleas,
Union County, Ohio.

Now comes the defendant John S. Moore and demurs to the answer & cross-petition of the Marysville Saving Building & Loan Association and to each cause of action therein stated as if separately demurred to. And for grounds of demurrer says:

First. There is a defect of parties defendant in said action.

Second. Facts sufficient to constitute a cause of action are not therein stated.

Third. Facts sufficient to entitle it to the Judgment & relief prayed for are not therein stated.

Fourth. Said Association has not legal capacity to sue.

Sufficient facts to authorize it to sue as a corporation are not plead.

Fifth. The whole contract is not set up the parts of the by-laws &c applicable being omitted.

Sixth. Having elected to collect the face of the note & asked judgment on it for the balance due the Association is not entitled to any account prayed for of dues interest

and premium to become due. There would be none such, and such claim is not good in law.
Seventh. Defendant especially demurs to the claim for an account, and the claims for interest & fines. Because they are not supported by the facts stated and the prayer for an account is inconsistent with the prayer for judgment on the principal of the note. Facts showing fines due are not stated.

J. B. Cole Atty for
John S. Moore.

Motion — Afterward, on the 5th day of July, 1889, the following motion was filed with the Clerk of said Court.

5796 — V. S. Hills
vs
John S. Moore et al

Motion to reform Petition

Now comes the defendant and moves the Court to order the petition conformed to the code:
First. By stating in each of the first three causes of action, the amount of the principal of the alleged note, when payable, rate of interest &c also the credits if any thereon.
Second. By stating fully the condition of the alleged deed, its consideration, and for what purpose given.
Third. By stating in the caption of said pleading, the nature of the defendants he desires to make.
Fourth. By striking from the fourth cause of action the position thereof purporting to be copies of notes.

J. B. Cole. Atty.

motion — Afterward, on the 5th day of July, 1889, the following motion was filed with the Clerk of said Court.

V. S. Hills
vs
John S. Moore et al

Motion to reform Answer & Cross Petition
M. S. B. & Loan Association

Now comes said John S. Moore and moves the Court to order that the answer and cross-petition of the Marysville Saving Building & Loan Association be made definite and certain.
First. By stating how said sums claimed as fines are claimed to be due. By what process or principal the said amount became due as fines, and the authority if any therefor.
Second. By stating why no rebate of interest was allowed on said loan, and how he claims the whole interest without rebate.
Fourth. By stating how he claims the amount of said loan without credits for dividends and share of earnings required to be transferred to the credit of said Moore.
Fifth. By setting forth so much of the By-Laws and

Constitution as is required to show the whole contract between the parties. And by attaching a copy of the same.

Referrence being made in the note and mortgage to the said By Laws &c. as showing how & what is to be done as part of same.

Fourth. By stating how it claims to collect the whole face of the note, and also interest and premium thereafter to become due on said indebtedness, after it has been paid.

Eight--- That it elect which it will do -- collect the face of the note or collect only the installments now due and the present worth of what is to become due. And if he elects the former then how he claims to collect installments of stated date on the mortgage after the note it was given to secure has been paid in full.

For grounds he says it is impossible to tell from the statement as made what amount is due on the claim the contract calling for rebate which is not given.

And the nature of the claim for fines not being stated nor the whole contract set forth nor the dividends required by law being credited.

J. B. Colr. Atty for
John S. Moore.

Motion — Afterward, on the 23rd day of July, 1889, the following Motion was filed with the Clerk of said Court.

5796 V. S. Wells
vs
John S. Moore et al

Motion to set aside Appraisement.

Now comes John S. Moore, defendant, and moves the Court to set aside the appraisement of the property ordered to be sold in this case. And for grounds of this motion says: The said property is thereby undervalued, and appraised far below its market or cash value.

And if it is permitted to be sold at 2/3 of such appraisement it will be a great injustice to this defendant and he will be deprived of the just benefit of the law for appraisement of land.

J. B. Colr. Atty. for John S. Moore.

Motion of A. Schilling & Co. — Afterward, on the 31st day of July, 1889, a Motion was filed with the Clerk of said Court.

V. S. Wells
vs
John S. Moore et al.

Court of Common Pleas,
Union County, Ohio,

Now comes A. Schilling & Co. and move the Court that they be made parties defendant to this action for this, to-wit: That they hold a Judgment lien upon the premises described in plaintiff petition: and that they are necessary parties to the complete adjustment of the controversy involved in said action.

A. Schilling & Co.
By Jas. S. Mc Campbell Atty

Entry 5796 — After ... was ma... V. S. Wells vs John S. M... arrec... hold a ... said A... writs, ... Co. to f... from th...

Answer & Cross Petition of A. Schilling & Co. — After... Petition... V. S. Wells vs John S. ... and, b... of cross... A... a Judg... the de... within ... his deb... Sh... that on... licated ... said to ... answer ... in the ... County ... full for... here, a... describ... w... be sold, ... said Ju... further ...

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Entry

5796 V. S. Hills
vs
John S. Moor dal

Afterward, on the 31st day of July, 1889, the following Entry was made on the Journal by the Clerk of said Court.

Journal Entry. Journal 15, Page 142

It appearing to the Court that A. Schilling & Co. are necessary parties to this action, for the reason that they hold a lien on the property in the petition described, the said A. Schilling & Co., on motion, are made parties defendant hereto, and leave is hereby granted the said A. Schilling & Co. to file answer & cross-petition herein in twenty days from the rising of this Court.

Jas. S. Mc Campbell Atty for
A. Schilling & Co.

Answer & Cross Petition of A. Schilling & Co.

Afterward, on the 22nd day of August, 1889, Answer & Cross-Petition was filed with the Clerk of said Court.

V. S. Hills
vs
John S. Moor

In Court of Common Pleas
Union County, Ohio.

Now comes the said defendants, A. Schilling & Co. and, by leave of the Court first had, for answer and by way of cross-petition to plaintiffs petition herein filed say:

That on the 18th day of September, A. D. 1888, they recovered a Judgment against the said defendant John S. Moor, on the docket of Wm M. Winget Esq. a Justice of the Peace within and for said County of Union for the sum of $38 16/100 his debt, and $1 00 his costs.

The said A. Schilling & Co. further answering says: That on the 25th day of July, A. D. 1889, they caused an authenticated transcript of the proceedings and Judgment aforesaid to be made by said Justice, which said transcript these answering defendants filed, on the said 25th day of July, in the Office of the Clerk of the Court of Common Pleas of said County of Union. 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 in the petition described, from said 25th day of July, 1889.

Wherefore, these defendants pray that said premises be sold, and the proceeds applied to the satisfaction of their said Judgments lien in the order of its priority, and for all further relief in the premises.

A. Schilling & Co.
By Jas. S. Mc Campbell, Atty.

The State of Ohio,
Union County ss

Jas. S. Mc Campbell, being duly sworn, on his oath says he is the duly Authorized Attorney for the defendants A. Schilling & Co; and that the facts stated in the foregoing answer & cross-petition are within his personal knowledge,

and true.

Jas. S. McCampbell

Subscribed and sworn to before me this 22nd day of August A. D. 1884.

R. McCrory, Clerk of Common Pleas.

For Settlements in this case
See Ex. Docket P. Page 214

August

motion	For C Aft filed A Andrew a Jones & to give a non action
5593	
Second Entry.	Aft Entry Andrew
5-5-93	Jones
	motion in defa adverse this C cause a Judg forth in of actio said No first ca then ca bru re interes consider defend dollars cause against rate of D may Je Attest

Motion for Case Record -- See Law Record No. 28, Page 348.

5593

Afterward, on the 21st day of November, 1889, Motion was filed with the Clerk of said Court.

Andrew Currier
vs
James Wright

Court of Common Pleas, Union County, Ohio

Defendant moves that plaintiff be required to give security for costs for the reason that plaintiff was a non resident of this County at the beginning of this action and is not a resident of this County now.

W. S. Hoops,
Atty. for Defendant.

Second Entry.

Afterward, on the 2nd day of December, 1889, the following Entry was made on the Journal by the Clerk of said Court.

Andrew Currier
vs
James Wright

5593

Journal 15th, Page 201

This day came the plaintiff, and upon his motion this cause is redocketed. And the defendant being in default for answer and demurrer, and the Court being advised in the premises do find that at the May Term of this Court, 1887, the plaintiff by mistake and clerical error caused to be entered upon the Journal of that Court a Judgment only upon the second cause of action set forth in plaintiffs' petition, and not upon the first cause of action therein set forth. And the Court find that at said May Term, 1887, there was due to plaintiff upon said first cause of action the sum of $200.00 with the interest then accrued for which Judgment ought there to have been rendered. And that said sum of $200.00 with the interest is still wholly unpaid. It is therefore now considered by the Court that the plaintiff recover of the defendant the sum of Two Hundred & Sixty-three 70/100 dollars ($263.70) as the plaintiff in his said first cause of action in his said petition hath claimed against him. This judgment to draw interest at the rate of eight per cent from December 1st, 1889.

It is ordered that the Judgment rendered at said May Term of Court be, and remain in full force and virtue

Attest [illegible]
Clerk

Olas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered, that, heretofore, to-wit, on the 11th day of May, A. D. 1889, Daniel G. Bellville filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Amanda M. Bellville, to-wit:

Petition

Daniel G. Bellville

vs

5803 Amanda M. Bellville

In the Court of Common Pleas Union County, Ohio.

Daniel G. Bellville, the above named complainant, says that he is an actual resident of said Union County, and that he has been a bona-fide resident of the State of Ohio, continuously, for more than one year last past.

That he and the defendant were married to each other on or about the 9th day of November 1873 at Union County, Ohio. That he has always conducted himself as a true and faithful husband to said Amanda M. Bellville, but that said defendant disregarding her marital duties has been, and now is, guilty of gross neglect of duty toward plaintiff in this: that on or about the 24th day of July, 1887, said defendant without any just cause, abandoned plaintiff and ever since said time has wholly refused to live or cohabit with said plaintiff and has during all that time wholly failed and refused to perform any of the duties toward plaintiff as his wife, and said defendant has resided with her father within a short distance of the residence of said plaintiff during all of said time, and although requested so to do has refused to even converse or communicate with the said plaintiff.

Wherefore the plaintiff prays that he may be adjudged and decreed a divorce from his said wife Amanda M. Bellville, and that the bonds of their said marriage may be absolutely dissolved, and for all proper relief.

Daniel G. Bellville

By John M. Brodrick, his Atty.

Praecipe To the Clerk:

Please issue a summons accompanied by a copy of the foregoing petition, to the Sheriff of said Union County, Ohio, for the above named defendant returnable according to law. Indorse: "Action for divorce".

John M. Brodrick. Atty.

Summons 5803

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Entry 5803

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Summons

Afterward, on the 11th day of May, 1889, the following Summons was issued by the Clerk of said Court.

5803

The State of Ohio
Union County, ss

To the Sheriff of Union County:

You are commanded to notify Amanda M. Bellville that Daniel G. Bellville has filed in the Clerk's Office of the Court of Common Pleas of Union County, and State of Ohio (a true copy of which is herewith delivered to you to be served on her) charging her with gross neglect of duty and asking that he be divorced from her, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 20th day of May, A. D. 1889.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 11th day of May A. D. 1889.

[seal]

R. McCrory, Clerk.

Sheriff's Return

Afterward, on the 13th day of May A. D. 1889, the Sheriff of said County returned said summons to the Clerk's Office which return is as follows:

5803

Received 4 o'clock P. M. on the 11th day of May A. D. 1889; and on the 13th day of May, A. D. 1889, I served the same by leaving a true copy thereof with the endorsements thereon together with a copy of the petition at the usual place of residence of the within named Amanda M. Bellville.

Service	$	30
Copy		20
Cop. & Ret.		20
Mileage	1	00
Total.	$1	70

Thomas Martin, Sheriff

Entry

Afterward, on the 5th day of December, 1889, the following Entry was made on the Journal by the Clerk.

5803

Daniel G. Bellville
vs
Amanda M. Bellville

Journal 15, Page 212.

This day this cause came on to be heard and thereupon the defendant asked leave to withdraw her answer herein and the plaintiff asked leave to withdraw his reply herein, both of which requests were granted by the Court; and thereupon this cause came on for hearing on the petition of the plaintiff and the evidence, and the Court find that the defendant had been duly served with summons, and that the allegations of the petition were true in all respects at that the defendant has been guilty of gross neglect of duty as alleged in said petition.

It is therefor considered, ordered and adjudged by the Court that the marriage contract heretofor existing

between the said Daniel G. Brillville and Amanda M. Brillville, be, and the same hereby is dissolved, and both parties are released from the obligations of the same.

And the Court further finding that the said plaintiff Daniel G. Brillville has paid to said defendant Amanda M Brillville the sum of One hundred & seventy five dollars in full of her alimony and and of all her rights, claims and demands of dower in and to all the real estate of the said plaintiff whether held by legal or equitable title, or in possession, or expectancy.

It is therefor further considered, ordered and adjudged by the Court, that the said defendant, Amanda M. Brillville, be, and she hereby is, forever barred from and to all right, claim, interest and demand of dower in and to all the real estate of said plaintiff and especially to the 71 7/10 acres in U. M. Survey No. 4075 conveyed to said Daniel G. Brillville by Mathias Smith & wife by deed dated April 16th, 1881 and recorded in Volume 49, Page 376 of the Records of Deeds of Union County, Ohio; and also the interest of said Daniel G. Brillville as heir of Nicholas Brillville deceased, in the 95 1/4 acres in U. M. Survey Nos. 5390 and 5497 of which the said Nicholas Brillville died seized- said premises having been conveyed to said Nicholas Brillville under the name of Nicholas Brloral.

It is further ordered that the said plaintiff pay the costs herein taxed to - - - $.

marysville, Ohio, December 9th, 1889

Copy of Precipt. "Received of Daniel G. Brillville, the above named plaintiff the sum of One hundred and seventy-five dollars in full of the alimony and dower as set forth in the foregoing Entry

J.W. Robinson, Atty for Amanda M. Brillville.

" Attest R M Perry clerk

State of Ohio, Union County, ss.

Be it remembered that, heretofore, to-wit, on the 28th day of October, 1889, John R. Saylor, Guardian &c. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Delmar Snodgrass et al. to-wit:

Petition	John R. Saylor, Guard. of Susana Robinson		Court of Common Pleas
5827	Delmar Snodgrass et al vs Perry Douglass		Union County, Ohio

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Ihr plaintiff says:

Her is Ihr duly appointrd and qualifird Guardian of Susana Robinson, and was such Guardian on Ihr 11th day of April, A.D. 1888.

That on said 7th day of April, A.D. 1888 he, as such Guardian entrrd into an agrrrmnt in writing (a copy of which is hereto attachrd marked "A" and maar part of this Petition) with Ihr drfrndants Delmor Snodgrass and Jerry Douglass by which agrrrmnt this plaintiff rntrd certain lands for the period of one year and said defrndants bound themselves to pay Ihr said plaintiff therefor Ihr sum of four hundrrd dollars, and to build a certain stak and wire fnce at their own rxpense for all material (rxcept posts which were then in Ihr ground) and work a stak and wire fnce to the amount of about one hundrd and twenty (120) rods.

That during the tenancy and occupation of the lands drscribd in said "Article of Agrrrmnt" Ihr said drfrndants failrd, nrglctrd and rfusrd to construct a stak wire fnce or any fnce as by said agrrrmnt they were bound to do, and at the rxpiration of said lease to-wit: April 1st, 1889, when the possession of said lands was yieldrd up to the plaintiff: and he was compllrd to and did build after April 1st, 1889 all of said fnce consisting of 121 rods and at a cost of $89.20

Plaintiff says he frequently requrstrd said drfrndants to build said fnce and that they rfusrd to do so.

Whrrupon it was nrcrssary for the use of said farm and to enable the plaintiff to rnt or use the same, to build said fnce which he did as aforesaid. This Case came into this Court from the docket of Esq. H.S. Gillespie J.P. in and for Jerome Township, Union County, Ohio.

Wherefor plaintiff asks judgmnt against said drfrndants for the sum of $89.20.

L.W. Ayres. Atty for Altf.

The State of Ohio,
Union County ss

John R. Saylor, being sworn, says the facts stated and allegations in the forgoing petition are as he believes true.

J.R. Saylor

Sworn to befor me and signed in my presnce this 28th day of October, 1889.

{seal} R. McCleary, Clerk.

"A" "Article of Agrrrmnt" by and between J.R. Saylor, Guardian of Susanna Robinson, party of the first part and Delmor Snodgrass of Union County, Ohio, party of the secnd witnesseth: That the said first party hath this day rntrd

unto the said second party, One hundred & twenty-three acres of land situate in Darby Township, Union County, Ohio the property of the said Susanna Robinson, and Forty-two acres of land in said Township, County & State, the dower interest of said Susanna Robinson in said farm of the late James Robinson for the sum of Four hundred dollars.

The said J.R. Taylor to have said dower interest at his own option. One-half said real money or Two hundred ($200.00) dollars to be paid August 1st, 1888: One-half or $200.00 to be paid December 1st, 1888 and to bear interest at eight per cent. after maturity.

The said second party to sow at his own option, not to exceed two fields in wheat of about thirty-one acres in both and in case he does not again rent said farm said second party to receive one-third of said wheat in the bushel.

And in addition to the Four hundred dollars agreed upon as rent, said second party agrees to build at his own expense for all material (except posts which are now in the ground) and work a staket wire fence to the amount of about one hundred and twenty-one (121) rods.

The said second party agrees not to plow the bottom fields.

The said second party agrees to treat said farm in a good husbandmanlike manner and to yield peaceable possession at the expiration of this term.

This lease to expire March 31st, 1889.

In witness whereof we have hereunto set our hands and seals this 11th day of April, A.D. 1888.

Signed J. R. Taylor, Guardian &c.
" " Elmore Snodgrass
" " O. Douglass.

Entry

5827

Afterward, on the 4th day of December, the following Entry was made on the Journal by the Clerk of said Court.

John R. Taylor
vs
Elmore Snodgrass
and Orry Douglass

Entry. Journal 15, Page 207.

This day this cause came on to be heard and the defendants being in default for demurrer or answer upon the evidence adduced the Court find that there is due to the plaintiff as the Guardian of Susanna Robinson the sum of $89.20 on the contract set forth in the plaintiff's petition.

It is therefor considered ordered and adjudged that the plaintiff recover from the defendant Orry Douglass the said sum of $89.20 and that execution issue therefor.

Petition

5898

The State of Ohio, Union County, ss. Court of Common Pleas, November Term, A.D. 1888. Be it remembered, that on the 1st day of December, A.D. 1888, the Clerk's office of said Court, the State of Ohio, Union County, ss. W. C. Fra... W. S. Rog... Mary E... says the ... and ... by the ... 23rd day ... Attorney ... two thou... cent fro... paid to ... The ... and Eve... and the ... said de... right ju... Whe... defend... at right ... The State ... Union ... he is ... that he ... to be tr... upon a ... such in... Sub... to by Cir...

Olras continued and held at the Court House, in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Olras, of the State of Ohio, before the Honorable John F Price, Judge of said Court of the term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, to-wit, on the 3rd day of December, 1889, "Cognovit for Money only" was filed in the Clerk's Office in said County.

Petition 5898

The State of Ohio, Union County ss

In the Court of Common Olras

W. C. Sullington vs W. S. Rogers and Mary L. Rogers

Civil Action for Money only.

W. C. Sullington the above named plaintiff says that there is due to him from said W. S Rogers and Mary L. Rogers, defendants, on a promissory note made by the defendants W. S. Rogers and Mary L. Rogers dated the 23rd day of May A. D. 1888, which note with the warrant of Attorny thereto annexed, is hereto attached, the sum of Two Thousand dollars with interest thereon at eight per cent from the 23rd day of May, A. D. 1889. The interest was paid to May 23rd, A. D. 1889.

The plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid and that there is now due to plaintiff on said note from said defendants the sum of Two Thousand dollars with eight per cent interest from May 23rd, A. D. 1889.

Wherefore the plaintiff ask judgment against said defendant for the sum of Two Thousand dollars with interest at eight per cent from the 23rd day of May, A. D. 1889.

Potter and Potter. Attys for Plff.

The State of Ohio, Union County ss.

E. W. Potter, being sworn, makes oath that he is one of the attorneys for the above named plaintiff that he believes the statement in the foregoing Petition to be true. He further says that this action is founded upon a written instrument for the payment of money, and such instrument is in affiants possession as such attorney.

E. W. Potter.

Subscribed by E. W. Potter, in my presence, and sworn to by him before me, this 3d day of December, A. D. 1889.

R. M. Emery, Clerk.

By W. M. Winget Deputy.

Copy of Note.

$2000.00 Marysville, Ohio, May, 23d, 1888.

One year after date, as principal debtors, we jointly and severally promise to pay to the order of W. C. Fullington Two Thousand dollars for value received with eight per cent interest from date.

And we hereby dispense with demand of payment of this Note, and authorize any Attorney-at-Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere and waive the issuing and service of process and confess 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 23d day of May A. D. 1888

W. S. Rogers
Mary E. Rogers

No. 22472. Due May 23d, 1889.

Answer

W. C. Fullington
vs
W. S. Rogers and
Mary E. Rogers

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

W. S. Rogers and Mary E. Rogers, the above named defendants, by the undersigned J. M. Kennedy Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiff petition and against the above named defendants for the sum of Two Thousand and eighty-four dollars and forty-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.

December 3d, A. D. 1888. J. M. Kennedy, Atty for Defts.

Entry

5898

W. C. Fullington
vs
W. S. Rogers and
Mary E. Rogers

Entry.

This day came the plaintiff by Porter and Porter his Attorney, and thereupon came J. M. Kennedy, one of the Attorneys of Record of this Court, who, by virtue of a warrant

of Attorny duly xfcutrd, and now produced in Opn Court and duly proovn, waivd the issuing and service of process, and entrd appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition, the sum of $2084.45.

It is therefore considered that said plaintiff do recover of said defendants the said sum of $2084.45 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. And by virtue of said warrant of Attorny, all errors are released, and all right of appeal, and all right to file a petition in error are waivd.

Attest
R McGorry clerk

Be it remembered that, heretofore, to-wit, on the 29th day of September, 1888, George Crandell filed in the Clerks Office of the said Court of Common Pleas the following Petition against Jasper Woodworth et al. to-wit:

George Crandell, Plaintiff
vs
Jasper Woodworth, Hilah Woodworth
Benj. Woodworth, Reuben Woodworth
Alonzo Woodworth, Charles Woodworth
William Woodworth, John Fremont Woodworth
Allen Woodworth, Sarah Morse
Cynthia Bates, Imogene Moran, Asa Lee
Clara Kennedy, Emma Bates, Albert Morse

Appointment of Receiver See Record 30. Page 580

The plaintiff says:

That on the 15th day of September, 1886, one Ashel A. Woodworth departed this life leaving Hilah Woodworth his widow, and Jasper Woodworth, Benjamin Woodworth Reuben Woodworth, Charles Woodworth, Alonzo Woodworth, William Woodworth, John Fremont Woodworth, Allen Woodworth his sons, Sarah Morse, Cynthia Bates and Imogene Moran his daughters, Asa Lee, Clara Kennedy, Emma Bates and the plaintiff his grand children, the said sons, daughters, and grand children being the only heirs at law and legal representatives of said Ashel A. Woodworth.

On the first day of Octobr, A.D. 1886, a certain paper writing purporting to be the last will and testament of said Ashel A. Woodworth bearing date of the 3rd day of August 1886 was presented to and admitted to Probate by the Probate Court of this County and is recorded in Vol.- Page of the Record of Wills in said Court, and Letters of Administration have been granted to Albert Moser who has qualified as Administrator with said paper writing annexed.

The said Ashel A. Woodworth left a large amount of property real and personal and the above named parties are the only persons interested in said estate either under the laws of descent or said paper writing.

The plaintiff says that said paper writing is not the last will and testament of said Ashel A. Woodworth, because first- the said writing was drawn by one of the sons of said Ashel A. Woodworth and said Ashel Woodworth was unduly and illegally influenced and controlled at the time of signing the same.

Second. Said Ashel A. Woodworth at the time of signing said paper was not of sound mind and memory but by reason of extreme age and protracted sickness was mentally incapacitated from making a will.

Third. The said paper writing is of itself so vague indefinite and uncertain as to be wholly invalid as a last will and is therefor void.

Fourth. Said pretended will was not duly executed or legally acknowledged and attested.

Fifth. Said pretended will was materially attested ~~ed~~ new and important provisions added after its execution.

For a Second Cause of Action this plaintiff says: That the following is a true copy of said paper writing, to-wit:

In the Name of the Blood Father of All: Amen.

I, Mr. A. A. Woodworth of the community of Irwin, of County of Union and State of Ohio, being about eighty-two years of age, and being of sound and disposing mind and memory, do make, Publish & declare this my Last Will & Testament, hereby revoking and making null and void all other Last Wills and Testaments by me made heretofore.

First. My Will is, that all my just debts and funeral expenses shall be paid out of my estate, as soon after my decease as shall be found convenient.

Second. I Give, devise & Bequeath to my wife all my Real Estate and Personal Property. The Personal Property is to be sold, consisting of cattle, horses, hogs, sheep, and farming utensils

2nd. The property at Irwin consisting of about four acres

of land
sold.
3rd. He
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of land, two dwelling houses and store house, shall be sold.
3rd. The "Home Farm" of which five hundred acres shall be divided as far as possible.
4th. My Will is that my grand children shall not be equal Sharers in the final division of property.
5th. My Will is that a note given to Stephen Sanner, which now amounts to about fifteen hundred dollars shall be deducted from my daughter Imogene Moran's share in the final division.
6th. My Will is that in my final distribution, the grand children shall receive one half the amount that my own children receive.

Let discretion be used by the Executors in the distribution of the same.

The grand-children referred to are, Clara, Emma & Asa Lee, these three shall have one-half the share of their mother Louisa Lee & George Crandell shall recive one-half the share that would have fallen to his mother Ellen Crandell

In testimony whereof I have set my hand to this my Last Will & Testament, at my home this 23rd day of July, A. D. 1886.

A. A. Woodworth.

The plaintiff says that the foregoing paper writing is too indefinite and uncertain to have any validity as a last will and testament and that the property of said Ashel A. Woodworth descended to his heirs at law and legal representatives subject to the dower of said Hilah Woodworth widow.

The said Ashel A. Woodworth died seized in fee-simple of the following described Real Estate, to-wit

A. A. Woodworth Land.

Situate in the County of Union, State of Ohio & part of Survey No. 5726, described as follows:

Beginning at two hickories and black oak, South corner to said Survey No. 5726: thence with the South Easterly line of said Survey N. 45¼ E 189 poles to a stake corner to Susan Timberlake's land and also to A. A. Woodworth's land: thence with his Southerly line N. 61½ W. 166 40/100 poles to a stake in the Easterly line of David Wilson's land: thence with his line and the line of A. A. Woodworth's land S 31½ W 113 20/100 poles to a stake: thence with the line of A. A. Woodworth's land S 39½ E 36 poles to a stake: thence S 3½ W 37 40/100 poles to a stake in the South Westerly line of said Survey No. 5726. thence with a line S 43 E 70 poles to the beginning, containing 139¼ acres more or less, excepting therefrom so

so much of said lands and was conveyed to William Howard March 25th, 1871, leaving 108 ½ acres more or less.

Also another tract of land situate in Union County, Ohio and part of Survey No. 9461 & 7492 & Survey No 7789. Described as follows:

Beginning at two hickories and black oak, South corner to Survey No. 5726; thence with the South-easterly line of said Survey N. 45 ¼ - E 189 poles to a stake corner to the Susan Timberlake land now owned by S. M. Kimball: thence with a line of said land S 45 - E 72 poles to a stone corner to said land in the center of the Milford & Irwin Gravel Road; thence with the center of said road N 45° - E 107 poles to a stone corner to Thomas Stillings land: thence S 45° - E 107 poles to a stake corner to Luther Wingets land: thence with the lines of said land S 8° - E 25 poles to an elm: thence S 32 - W 65 poles to a stone: thence S 72° - E 89 poles to a stake in the line of said Luther Wingets land and corner to the James Fullington farm; thence with a line of said farm S 32° - W 174 poles to a stake corner to said farm in the line of Asa Bates' land: thence N. 45 - W. 88 poles to a stone corner to J. H. Gillespie land: thence with a line of said land S 32° - W 94 ½ poles to a stone corner to said land in the South-westerly line of said Survey No 7789: thence with said line and a line of Survey Nos. 7492 & 9461, N 45° - W. 262 poles to the Beginning.

Containing 449 ½ acres after excepting 8 acres conveyed by A. A. Woodworth to the C. C. C. & I. R. R. Co.

The said Hilah Woodworth is entitled to dower in said premises.

The plaintiff is seized of an estate in fee-simple of the undivided one-thirteenth (1/13) part of said lands.

The said Jasper, Benjamin, Ruben, Charles, Alonzo, William, John Fremont & Ellen Woodworth are each seized in fee-simple of the undivided one-thirteenth (1/13) part thereof and the said Sarah Morse, Cynthia Bates & Imogene Moran, and each seized in fee-simple of the undivided one-thirteenth (1/13) part thereof.

The said Asa Lee, Clara Kennedy and Emma Bates are each seized in fee of the undivided one-thirty-ninth (1/39) part thereof and the above named parties are tenants in common with the plaintiff in said premises.

The plaintiff desires to hold his interest in said premises in severalty.

The said paper writing creates a cloud upon the title of said plaintiff and it is set forth that it may be declared void and said cloud removed.

The plaintiff therefor prays that said paper writing may by the Court be found void and of no effect or validity and

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that said lands may be partitioned and divided in the parts and proportions herein set forth and that all such steps may be taken and orders made as will fully and completely settle and adjust all matters relating to said estate and the title to said land and for all proper relief.

J. Le. Cameron &c.
Colr &c. Bates, Atty for Altf.

State of Ohio,
Union County ss | George Crandell, being sworn, says that the facts stated and allegations made in his foregoing petition are as he believes true.

George W. Crandell

Sworn to before me and signed in my presence this 29th day of September, 1888.

[seal] R. McCrory, Clerk.

State of Ohio,
Union County ss | George Crandell, being first duly sworn, says the facts stated and allegations made in his foregoing petition as amended are true as he believes. G. W. Crandell

Sworn to before me and signed in my presence this 29th day of January, 1889.

[seal] R. McCrory, Clerk.

For Stat of Land -- See Page 98.

Entry — George Crandall vs Jasper Woodworth et al — 5638

November 21st, 1889.

This day again came the parties by their attorneys, also came the Jury heretofore impaneled and sworn in this action, and the trial proceeded. And the said Jury having heard the evidence in part this cause was continued until 8½ o'clock tomorrow morning.

Entry — George Crandall vs Jasper Woodworth et al — 5638

November 22nd, 1889.

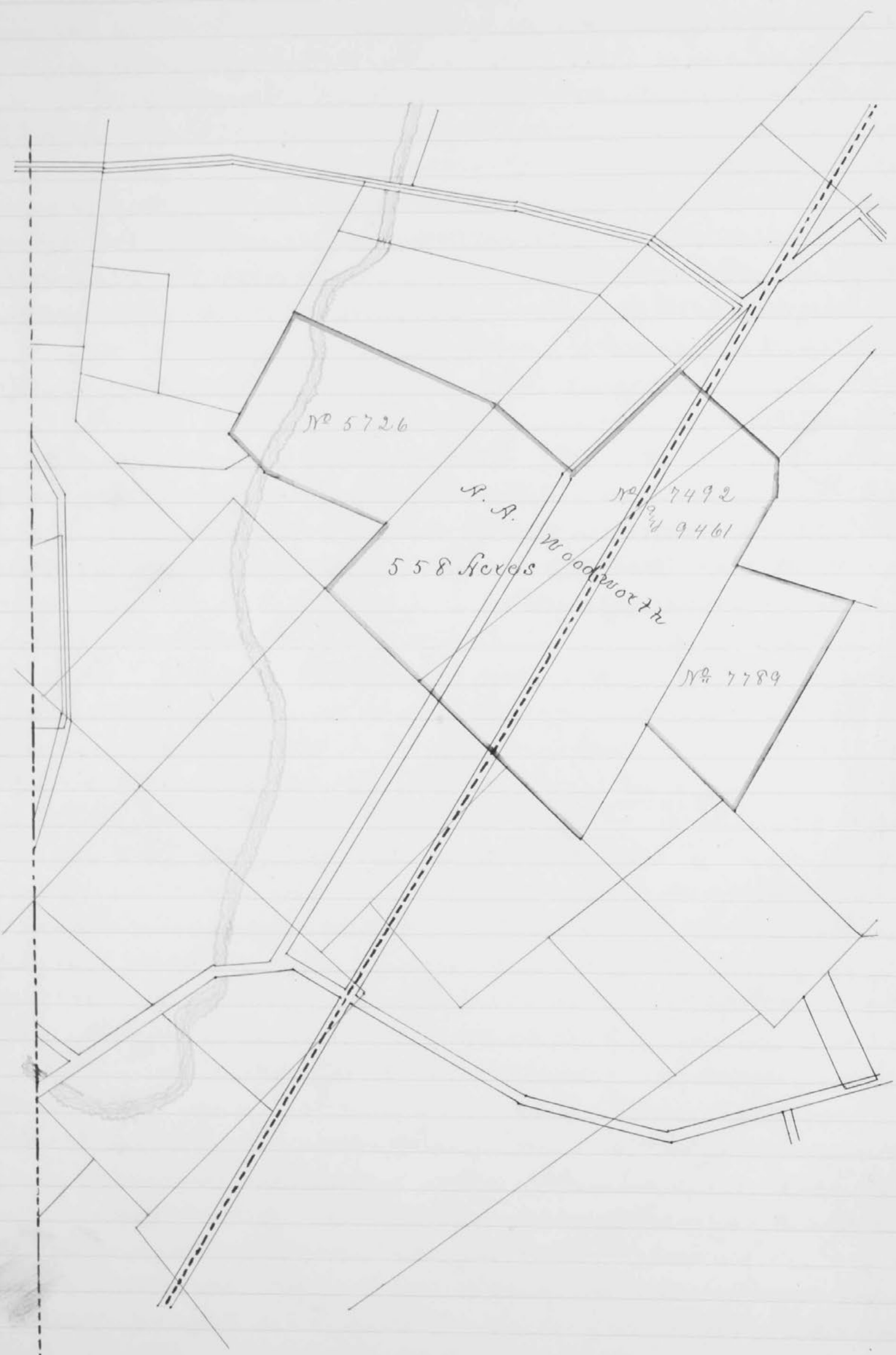
This day came the parties by their attorneys also came the Jurors heretofore impaneled and sworn in this action and the trial proceeded. And the said Jurors having heard further evidence, and the hour of adjournment having arrived, this cause was continued until tomorrow morning at 8½ o'clock.

George Crandall vs Jasper Woodworth et al.

Entry — 5638

December 2nd, 1889.

This day came the parties by their attorneys also came the Jury heretofore impaneled and sworn in this case, the said Jury having heard additional argument of the attorney for plaintiff and defendants, the hour of adjournment having arrived this cause was continued until tomorrow morning at nine o'clock



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Affidavit	Affi Publicat Georgr Jasper Shr abo cannot Bryan State of Bryan

Waivr — Servicr of thr within summons is acknowlrdgrd, our appearanc entrrd and qurstions of limr waivrd. Asa Lrr, Emma Balrs, Clara E. Krnnrdy, Imogrnr Moran

5638

Summons — Afrrward, on thr 24th day of Srptrmbrr, 1888, a Summons was issurd by thr Clrrk of said Court.

5638 — Thr Stat of Ohio, Union County, ss — To thr Shrriff of thr County of Union, Gruting:

Wr command you to notify Jasprr Woodworth, Hilah Woodworth, Charlrs Woodworth, William Woodworth, John Frrmont Woodworth, Allrn Woodworth, Sarah Morr, Orpithia Balrs, Imogrnr Moran, Asa Lrr, Clara Krnnrdy, Emma Balrs, Albrrt Morr, that thry havr brrn sund by Grorgr Crandall in thr Court of Common Plras of Union County, and that unlrss thry answrr by thr 27th day of Octobrr A.D. 1888 thr pitition of said plaintiffs Grorgr Crandall against thrm filrd in thr Clrrk's Office of said Court, such pitition will by takrn as trur and judgmrnt rndrrrd accordingly.

You will makr dur rturn of this summons on thr 8th day of Octobrr, A.D. 1888.

Witness my hand and thr sral of said Court, this 24th day of Sptmbrr, A.D. 1888.

Sral

R. McCrory, Clrrk

Shrriffs Return — And afterward, on thr 10th day of October, A.D. 1888, thr Shrriff of said County returnrd said summons to thr Clrrks Office in said County, which return is as follows:

Srrvice	$1	20
Mileage	2	56
Copy	1	80
Total	$5	56

Thr State of Ohio, Union County — Rrcrivrd this Writ Sptmbrr 24th A.D. 1888, at one o'clock P.M. and pursuant to its command, on thr 8th day of Octobrr, A.D. 1888, I srrvrd thr same by handing a trur copy of this writ to thr within namrd drfrndants with thr indorsrmrnts thrrron rxcrpting Imogrnr Moran, Asa Lrr, Clara Krnnrdy, and Emma Balrs, thry having waivrd srrvicr.

M. Hopkins, Shrriff.

Affidavit — Afterward, on thr 9th day of Octobrr, 1888, Affidavit for Publication was filrd with thr Clrrk of said Court.

Grorgr Crandall vs Jasprr Woodworth rtal — Court of Common Plras, Union County, Ohio

Burnham & Balrs, one of thr attorneys in thr above action, makes solrmn oath that srrvicr of Summons cannot br madr upon thr said drfrndants Rrubrn Woodworth Bnjamin Woodworth And Alonzo Woodworth within this, thr State of Ohio: That thr rrsidrncr of Rrubrn Woodworth and Bnjamin Woodworth is in thr State of Nbraska, County of Gage

and their post office address is Wymore Nebr. Alonzo Woodworth is at Myrna, Sullivan County, Indiana.

Burnham & Bates.

Sworn to and subscribed in my presence this 9th day of October, 1888.

Seal

R. McCreary, Clerk.

Proof of Publication

Legal Notice.

Jasper Woodworth, of Hyer, Nebraska, Aubrey Woodworth Geo. Benjamin Woodworth of Wymore, Nebraska, and Alonzo Woodworth of Myrna, Indiana, will take notice that on the 29th day of September, A.D. 1888, George Crandell filed his petition in the Court of Common Pleas of Union County Ohio, Case No. 5938, against the above named parties and others; setting forth among other things that on the 1st day of October, 1886, a paper writing purporting to be the last will of A.A. Woodworth, deceased, was admitted to probate by the Probate Court of said County, and that said paper writing is not the last will of said A.A. Woodworth but is void for reason in said petition stated.

That said A.A. Woodworth died seized in fee-simple of the following real estate situate in the County of Union State of Ohio, and part of Survey No. 5726, described as follows:

Beginning at two hickories and black oak, South corner to said Survey No. 5726: thence with the South-easterly line of said Survey N. 45¼ - E. 184 poles to a stake corner to Susan Timberlake's land and also to A.A. Woodworth's land: thence with his Southerly line N. 61½ - W 166 40/100 poles to a stake in the Easterly line of David Watson's land: thence with his line and the line of A.A. Woodworth's land S 31½ - W 113 20/100 poles to a stake: thence with the line of A.A. Woodworth's land S 39½ - E. 36 poles to a stake: thence S 3½ - W 87 40/100 poles to a stake in the South-Westerly line of said Survey No. 5726: thence with a line S 43° - E 70 poles to the beginning, containing 139¼ acres more or less, excepting therefrom so much of said lands as was conveyed to William Howard March 25th, 1871, leaving 108½ acres more or less.

Also another tract of land situate in Union County Ohio, and part of Survey Nos. 9461 and 7492 and Survey No. 7789, described as follows:

Beginning at two hickories and black oak, South corner to Survey No. 5727: thence with the South-Easterly line of said Survey N. 45¼ - E. 184 poles to a stake corner to the Susan Timberlake land now owned by S.M. Kimball: thence with a line of said land S 45° - E 72 poles to a stone corner to said land in the center of the Milford and Irwin Gravel Road: thence with the center of said road N 45° - E 107 poles to a stone corner to Thomas Gillinge land: thence S 45° - E 107 poles to a stake corner to Gilbert Winget's land: thence

with the lines of said land S 8° E 25 polrs to an elm: thence S 32° W 65 polrs to a stone; thence S 72° E. 89 polrs to a stake in the line of said Luther Wingit's land and corner to the James Sullington farm: thence with a line of said farm S 32° W 174 polrs to a stake corner to said farm in the line of Asa Bates land; thence N 45° W 88 polrs to a stone corner to J. H. Gillespie land: thence with a line of said land S 32° W 94½ polrs to a stone corner to said land in the South Westerly line of said Survey No 7789: thence with said line and a line of Survey Nos 7492 & 9461 N. 45° W 262 poles to the beginning, containing 449½ acres after excepting 8 acres conveyed by A. A. Woodworth to the C. C. C. & I. R. R. Co.

That said pretended will bring word the said lands descended to the heirs of said A. A. Woodworth subject to the dower of his widow; that the plaintiff, the above named parties and others are the heirs of said A. A. Woodworth and tenants in common in the parts & proportions in said petition stated the above named parties bring back entitled to our thirteenth part. The prayer of said petition is that said pretended will be set aside and declared void, and that dower be assigned and said lands be partitioned and for general relief said parties are required to answer on or before the first day of December, 1888.

J. H. Cannon & Cole & Bates, Attys. for Plff

Printers Fee $2.50

The State of Ohio,
Union County ss

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Union County Journal a newspaper of general circulation in the County of Union, the first publication beginning with October 11th, A. D. 1888.

A. J. Hare

Sworn to and subscribed before me, this 5th day of January, 1889.

R. McCreary, Clerk.

Demurrer

5638

Afterward, on the 18th day of February, 1889, demurrer was filed with the Clerk of said Court

George Crandell
vs
Jasper Woodworth et al

Court of Common Pleas,
Union County, Ohio.

The defendants demur to the petition of plaintiff and for ground of demurrer say:

That several causes of action are improperly joined therein.

Potter & Potter, Attys for Defts.

Entry

Afterward, on the 3rd day of April, 1889, the following Entry was made on the Journal by the Clerk.

5638 George Crandall
vs
Jasper Woodworth et al

Journal 15, Page 78.

This day this cause came on to be heard upon the demurrer filed by defendants to plaintiffs petition and was argued by counsel and the Court being fully advised in the premises find that said demurrer is well taken and sustain the same.

To which ruling and decision of the Court the plaintiff then and there excepted.

Entry "7"

Afterward, on the 14th day of June, 1889, the following Entry was made on the Journal by the Clerk of said Court

George Crandall
vs
Jasper Woodworth et al

Journal 15, Page 117.

This day upon the motion and showing of the plaintiff this cause is continued over from the 14th day of June, until the 1st day of the same month and at the cost of plaintiff. It is therefore considered that plaintiff pay the costs for the day made on said 14th day of June, 1889.

Entry "2"

Afterward, on the 14th day of June, 1889, the following Entry was made on the Journal by the Clerk.

George Crandall
vs
Jasper Woodworth et al

Journal 15, Page 124

This day on motion and showing of plaintiff the trial of this cause is passed until the 31st day of July, 1889, and at the costs of plaintiff. It is therefore considered that the plaintiff pay all the costs occasioned by said postponement of the trial of this case herein taxed at $-----.

Answer

Afterward, on the 14th day of June, 1889, an Answer was filed with the Clerk of said Court.

5638 George Crandall
vs
Jasper Woodworth et al

Court of Common Pleas
Union County, Ohio

The defendants answer to the petition of plaintiff and deny:

That the said Ethel A. Woodworth was unduly or illegally influenced or controlled at the time of signing said will. And deny that at the time of signing the same she was not of sound mind and memory, or mentally incapacitated from making a will. And deny that said paper

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Entry 5638

writing is so vague, indefinite and uncertain as to be invalid as a will, and denies that the same was not duly executed, or legally acknowledged and attested, and denies that said will was materially altered and new and important provisions added after its execution. And denies that it is not the last will and testament of said Ashel A. Woodworth. And defendants aver that said paper writing is the last will of the said Ashel A. Woodworth. And defendants deny each and every allegation of plaintiff, touching the validity of said will.

Potter & Potter, Attys. for defts.

W. M. Woodworth, who is one of the defendants in this case, being duly sworn, makes oath, that the facts stated in the foregoing answer are true as he believes.

W. M. Woodworth.

Sworn to by the said W. M. Woodworth before me, and signed by him in my presence this 14th day of June A.D. 1889.

R. M. Cleary, Clerk

By W. M. Winget, Deputy.

Entry — Afterward, on the 31st day of July, 1889, the following Entry was made on the Journal by the Clerk.

5638 George Crandell
vs
Jasper Woodworth

Journal 15, Page 141.

It is ordered that the following issue be submitted and tried to a Jury in this case, to-wit:

Is the writing produced and referred to in plaintiffs petition the last will of the said Ashel A. Woodworth, or is it not his will.

Entry — Afterward, on the 31st day of July, 1889, the following Entry was made on the Journal by the Clerk.

5638 George Crandell
vs
Jasper Woodworth et al

Journal 15, Page 143

This day came the parties hereto by their attorneys; also came the following named persons as Jurors, to-wit:

John Barnes	E. B. Southwick	F. A. Martin
David H. Mather	J. P. Hewtson	John Allen
E. G. Freeman	F. C. Bailey	J. W. Harrington
Oliver Shaw	James Eddleman	J. P. Norris, who

were duly impanneled and sworn according to law and thereupon the case came on for hearing on the pleadings and evidence. And the said Jury having heard the testimony adduced in part said cause was continued until tomorrow morning at eight o'clock and one-half o'clock.

Entry — Afterward, on the 1st day of August, 1889, the following Entry was made on the Journal by the Clerk.

George Crandall
vs
Jasper Woodworth | Journal 15, Page 145

This day again came said parties by their attorneys, and also came the Jury heretofore impaneled and sworn and the trial procreded. And the said Jury having heard the remaining testimony said cause was continued until tomorrow morning at eight o'clock.

Entry — Afterward, on the 2nd day of August, 1889, the following Entry was made on the Journal by the said Clerk.

5638 George Crandall
vs
Jasper Woodworth et al. | Journal 15, Page 148.

This day again came the said parties by their attorneys, and the Jury heretofore impaneled and sworn; and the said Jury having heard the arguments of counsel and the charge of the Court retired to their room in charge of the Sheriff for deliberation. And now came the said Jury into open Court and state that they are unable to agree upon a verdict; Whereupon, they are, by the Court, discharged from further consideration of this case, and the case is continued.

Motion — Afterward, on the 20th day of November, 1889, the following Motion was filed with the Clerk of said Court.

5638 George Crandall
vs
Jasper Woodworth et al | Court of Common Pleas
Union County, Ohio.

The said George Crandall moves the Court to arrest the testimony from the Jury and to render judgment: that the paper writing in controversy is not the last will of said Asbel A. Woodworth; and for grounds of his motion says: That it affirmatively appears from the face of said paper writing that it is not legally signed and recited so as to operate as a valid last will.

J. L. Cameron and
Cole and Bates, Attys for Pltfs.

Entry — Afterward, on the 20th day of November, 1889, the following Entry was made on the Journal by the Clerk.

5638 George Crandall
vs
Jasper Woodworth et al | Court of Common Pleas

This day came this cause on to be heard upon the motion of said George Crandall to arrest the testimony

from the Jury and render Judgment against the validity of said Will for reasons in said motion stated.

On consideration whereof the Court being fully advised in the premises overrules said motion. To which ruling of the Court in overruling said motion George Crandell then and there excepted.

Entry of November 21st, and 22nd, 1889. See Page 97

Entry — Afterward, on the 23rd day of November, 1889, the following Entry was made on the Journal by the Clerk of said Court.

5638 George Crandell vs Jasper Woodworth | Journal 15, Page 198

This day came the parties by their attorneys, also came the Jury heretofore impaneled and sworn, and the said Jury having heard further evidence this cause was continued until November 25th, 1889.

Entry — Afterward, on the 25th day of November, 1889, Entry was made on the Journal by the Clerk of said Court.

5638 George Crandell vs Jasper Woodworth | Journal 15th, Page 199

This day again came the parties by their attorneys, also came the Jurors heretofor impaneled and sworn, and the trial proceeded and the said Jury having heard the additional evidence this cause was continued until nine o'clock tomorrow morning.

Entry — Afterward, on the 26th day of November, 1889, Entry was made on the Journal by the Clerk of said Court.

5638 George Crandell vs Jasper Woodworth et al | Journal 15, Page 200

This day again came the parties by their attorneys, and also came the Jurors heretofor impaneled and sworn in this action. And the said Jurors having heard the arguments of counsel in part, this cause was continued until December 2nd, 1889.

Entry of December 2nd, 1889. See Page 97.

Entry — Afterward, on the 3rd day of December, 1889, Entry was made on the Journal by the Clerk of said Court.

5638 George Crandell vs Jasper Woodworth | Journal 15, Page 205

This day again came the parties by their attorneys. Also came the Jury heretofor impaneled and sworn, and the said Jury having heard the conclusion of the arguments and the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

Entry

5638

Afterward, on the 4th day of December, 1889, the following Entry was made on the Journal by the Clerk of said Court.

George Crandell

vs

Jasper Woodworth et al

Journal 15, Page 207

And now come the said Jury into open Court with their verdict in writing signed by their foreman, and say:

"We, the Jury, on the issue joined find the paper writing here shown to us and admitted to probate in the Probate Court of Union County, State of Ohio, on the 18th day of October, A. D. 1886 purporting to be the last will and testament of A. A. Woodworth, deceased, to be the valid last will and testament of the said A. A. Woodworth deceased.

December 4th, 1889. A. M. Olds. Foreman.

Motion

5638

Afterward, on the 5th day of December, 1889, the following Motion was filed with the Clerk of said Court.

George Crandell

vs

Jasper Woodworth et al

Court of Common Pleas,
Union County, Ohio.

The said George Crandell moves the Court to set aside the verdict of the Jury and grant a new trial and for grounds of his motion says:

That there was error of law occuring at and during the trial and excepted to at the time by the said George Crandell.

The Court erred in the charge given to the Jury.

The Court erred in refusing to charge as requested by the said George Crandell.

There was irregularity and abuse of discretion in the procedings of the Court by which the said George Crandell was prevented from having a fair trial.

There was misconduct of the Jury.

There was misconduct of the defendants.

That the verdict is not sustained by the evidence and is contrary to law.

The plaintiff has since the trial discovered new and material evidence which he could not with reasonable diligence have discovered befor and produced at the trial

The said pretended will is void for uncertainty and the Court should have so charged the Jury.

The Court erred in overruling the motion of the said George Crandell to arrest the testimony from the Jury and render judgment against the said will for reasons in said motion stated.

Entry

5638

George C
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Entry

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	Georgr Crandall vs Jasprr Woodworth et al	Filed Dreembrr 13th, 1884. Entry

Hrr Jury in this cass having on a former day of this trrm rrndrrd a vrrdict for thr dfrndants, thr contrstrs. And thr plaintiff having filed a motion asking thr Court strasidr said vrrdict and to grant a nw trial in said cass, and this cause coming on to br hard upon said motion for a nrw trial, thr Court being fully advisd in thr prmisrs do ovrrrulr said motion, to which ruling, judgmnt and decision thr plaintiff thrn and thrr rxcrptd. It is thrrfor in accordancr with said vrrdict adjudgd by thr Court that thr papr writing producd by thr dfrndants in this cass and offrrd by thrm in wardnce undr thr Statute purporting to br thr last will and trstamnt of thr said S.A. Woodworth dcasrd is his valid last will and trstamnt. To which dcision and judgmnt plaintiff rxcrptd.

Entry 5638	Georgr Crandall vs Jasper Woodworth et al	Journal 15, Pagr 235. Now comr thr said Georgr Crandall plaintiff and prsnts to thr Court his crtain bill of rxcptions hrrin, which being found by thr Court to br trur, is allowd, signd and sealed and on motion, is hrrby madr part of thr rrcord of this cass.

Attest R.M. Corry clerk

Thras continud and held at thr Court House in marysvillr, within and for thr County of Union, in thr Tenth Judicial District of thr Court of Common Pleas of thr State of Ohio, bfor thr Honorable John A. Price, Judge of said Court, of thr trrm of Novembr, to-wit, on thr 4th day of Novembr in thr year of our Lord one thousand right hundrrd and eighty-nine.

Br it rrmembrrd that, thrrtofor, to-wit, on thr 19th day of Novembr, 1884, Nancy Connell filed in thr Clrrk's Office of thr said Court of Common Pleas thr following Petition against John Connell et al, to-wit:

Petition 5894	Nancy J. Connell now Baker vs John G. Connell and Mary E. Connell	Union County Court of Common Pleas

Plaintiff says that on thr 6th day of June A.D. 1879 she joining with her husband John N. Connell who was then in full life and who said Nancy J Connell was owner of thr following drscribd rral rstatr madr and xrcutrd a drd to thr said John G. Connell and Mary E. Connell of which a copy is hrrto attachrd and madr a part hrrof markrd "A".

Said Rral Estatr was drscribd as follows: In Survey No. 5728 and bounded and drscribd as follows: viz

Brginning at a stone in thr Bellfontaine Road corner

to a tract sold to F. Saylor: thence N. 8¼ - W 105 poles: thence S 80° 50 - W 52 poles: thence S 8¼ - E 80 poles to said road: thence along said road S 72¾ - E 55 poles to the beginning containing 24½ acres, more or less, except the school house lot of ¼ of an acre, on these conditions:

She said John G. Connell is to have and to hold the above described premises during his natural life time. At the death of said John G. Connell said premises shall fall to the possession of Mary E. Connell wife of said John G. Connell and shall remain in possession of said Mary E. Connell so long as she Mary E. Connell shall remain the widow of the said John G. Connell and at the death of the said Mary E. Connell or her marriage with another man other than John G. Connell then the above described premises shall descend to the possession of the children of the said John G. Connell.

Provided always if the said John G. Connell or his heirs shall fullfill the article of agreement herewith of even date according to the terms thereof.

That on the same day there was executed and delivered to said John N. Connell and Mary E. Connell an agreement in writing a copy of which is hereto attached marked "B" by the said John G and Mary E. Connell the conditions of which were that said John G and Mary E. Connell were to give to the said John N and Nancy J. Connell the full one-third of all the proceeds of said farm with other conditions therein mentioned. "A"

On the 18th day of March A. D. 1885 the said John N. Connell having died the said Nancy J. Connell and the said John G. Connell and Mary E. Connell entered into an additional agreement a copy of which is hereto attached marked "C" and made part hereof by the terms thereof. It was agreed that said John G. Connell should be released from the obligations of said former agreement, and was to pay to said Nancy G. Connell for the year 1885 in cash Forty dollars and for each year thereafter Forty-five dollars during her natural lifetime, and it was further agreed in said last named agreement that upon any failure of said John G or Mary E. Connell to perform all the obligations of said agreement that said former agreement should be and remain in full force in law.

Plaintiff further says that said John G. Connell and Mary E. Connell have totally failed to perform the conditions of said article marked "C" and have failed to pay said Forty-five dollars or any part thereof for the past three years thereby reviving said original agreement and its

conditions therein and have forfeited all right and interest therein.

Plaintiff therefor prays that said deed and agreement be set aside and held for naught and that the Court decree her the absolute ownership of the same and the possession thereof, she being originally the owner in fee-simple and for all proper relief in the premises.

J. M. Kennedy, Atty for Plff.

State of Ohio,
Logan County ss

Said Nancy J. Connell being duly sworn, says the facts and allegations of the foregoing petition are as she believes true.

Witness Matt Heisler Nancy J. X Connell
R. W. Heisler. now Barr

Sworn to and subscribed by the said Nancy J. Connell before me this 11th day of November, A. D. 1889.

R. W. Heisler, J. P.

Marysville, Ohio, November 12th, 1889.

We John G. Connell and Mary E. Connell hereby waive the issuing and service of summons in the above case and enter our appearance herein and also waive all questions of time and also all answer or demurrer hereto.

John G. Connell
Mary E. Connell.

"A"

Copy of Deed

Know All Men By These Presents:

That We John H. Connell and Nancy J. Connell, his wife of the County of Union, State of Ohio, in consideration of the sum of Fifteen Hundred dollars to us paid by John G. Connell his heirs and assigns forever the following real estate situated in the County of Union State of Ohio, in the Township of- ie Survey No 5728 bounded and described as follows: Beginning at a stone in the Bellefontaine Road corner to a tract sold to F. Taylor: thence N 8¼ W 105 poles: thence S 80°-50 W 52 poles: thence S 8¼ E 80 poles to said road: thence along said road S 72 ¾-55 poles to the beginning containing 29½ acres more or less, except the school house lot of ¼ of an acre as there conditions.

The said John G. Connell is to have and to hold the above described premises during natural lifetime. At the death of the said John G. Connell said premises shall fall to the possession of Mary E. Connell, wife of John G. Connell and shall to remain in possession of said Mary E. Connell so long as she Mary E. Connell shall remain the widow of the said John G. Connell and at the death of the said Mary E. Connell or her marriage with another man there

thau John G. Connell thru the abov described premises shall descend to the possession of the children of the said John G. Connell. Provided always if the said John G. Connell or his heirs shall full fil the articles of agreement herewith of even date according to the tenor thereof.

To have and to hold said premises, with all privileges and the appurtenances thereto belonging unto the said John G. Connell his heirs and assigns forever.

And the said John N. Connell and Nancy J. Connell for themselves and their heirs, do hereby covenant with the said John G. Connell his heirs and assigns, that they are lawfully and that the same are free and clear from all encumbrances what soever; and will that they forever warrant and defend the same with the appurtenances unto the said John G. Connell his heirs and assigns against the lawful claims of all persons whomsoever.

In witness whereof, the said John N. Connell and Nancy J. Connell, wife of said John N. Connell who hereby release her right of dower in the premises.

In witness whereof, have hereunto set their hands and seals this 6th day of June in the year of our Lord one thousand eight hundred and seventy-nine.

Signed, Sealed and Delivered
in Presence of
Henry Heighbargin
William Bell.

John G. Connell
Nancy X J. Connell.

The State of Ohio
Union County ss

Be it remembered that on this 6th day of June, 1879, before me, a Justice of the Peace in and for said County, personally came the above named John N. Connell and Nancy J. Connell, the grantors in the above conveyance and acknowledged signing and sealing of the same to be their voluntary act and deed.

I further certify, that I did examine the said ------ separate and apart from her said husband, and did then and there make known to her the contents of the forgoing instrument, and upon that examination she did declare that she did voluntarily sign, seal and acknowledge the same and ------ still satisfied therewith.

In Testimony Whereof, I have hereunto set my hand and seal, this ------ day of --- A. D. 18--

"B"

John G. Connell and Wife, Article of Agreement with
John N. Connell and Wife.

Article of Agreement made and entered into this 6th day of June in the A. D. 1879, between John N. Connell and Nancy J Connell

(husband & wife) of the County of Union and State of Ohio of the first part and John G. Conwell of the County and State aforesaid of the second part witnesseth.

The party of the first part agree to make a warranty deed therewith of even date of the following described real estate situate in the County of Union and State of Ohio, in the Township of Paris and part of Survey N° 5728, and bounded and described as follows, to-wit:

Beginning at a stone in the Bellfontaine Road corner to tract sold to K. Taylor: thence N 8¼ W 105 poles: thence S 80° 50 - W 52 poles: thence S 8°¼ - E 80 poles to said road: thence along said road S 72 ¾ 55 poles to the beginning containing 29½ acres more or less, except the school house lot of ¼ of an acre, on these conditions

And the party of the second part agree to accept the deed as the party of the first part make it to him and to deliver ⅓ the product of said farm to the party of the first part grain and potatoes in the bushel hay and fodder in the mow or stack. To furnish wood to said first party where they shall live on the above described premises. To furnish the present house in a comfortable condition to live in wherever the first party may wish to live on said premises.

And allow said party of the first to keep a cow & horse on the premises. To take all needful care of the first party in sickness and furnish said party with attendance in their last sickness and give the said first party decent burial at their death.

This article to take effect as to the fulfilment (except) the burial expenses) of the second part from and after the first day of April A. D. 1880.

In testimony whereof, the said parties have hereunto set their hands and seals this 6th day of June, 1879.

John Conwell
Nancy X Conwell
John X G. Conwell
Mary E. Conwell

In Presence of
Henry Highbargin.

"E"

Articles of Agreement entered into this 18th day of March A. D. 1885, by and between Nancy J. Conwell of the first part and John G. Conwell of the second part both parties of Union County, Ohio.

Whereas the above named Nancy J. Conwell and her husband John N. Conwell, now deceased, did on or about the 6th day of June, A. D. 1879 Enter into an article of agreement.

Said articles of agreement was duly recorded in the Records of Erasure Book "A", Page 139 in the Recorders Office Marysville, Ohio.

Also at the same the above named Nancy J. Conwell and

her husband John M. Connell deeded to the said John G. Connell the piece of land described in said bond.

Situate in Paris Township, Union County Ohio. And for the use of said land the said John G. Connell was to pay unto the said Nancy J. Connell during her natural life as set forth in said bond.

But upon the following conditions the said Nancy J. Connell agree to release the said John G. Connell from said bond described above, to-wit: That if said John G. Connell shall pay unto the said Nancy J. Connell for the year 1885 ($40.00) Forty dollars on or before December 1st, 1885 and each succeeding year thereafter during her natural life ($25.00) Twenty five dollars per year to be paid each year on or before the first of-----

It is further agreed that if the said John G. Connell shall pay or cause to be paid as set forth in this article during her natural life then the bond referred to above shall not be in force.

But upon the failure of said John G. Connell to fulfill the terms of this contract as set forth then the bond described shall be and remain in full force and virtue in law.

In testimony whereof, the parties have hereunto subscribed their names this 18th day of March, A.D. 1885.

John X G. Connell
Witness { M. W. Hill. Nancy J. X. Connell.

Entry

Afterward, on the 4th day of December, the following
5894 Entry was made on the Journal by the Clerk of said Court

Nancy J. Connell
vs
John G. Connell

Journal 15, Page 207

This day this cause came on to be heard upon the petition of the plaintiff the defendants being in default for answer and not desiring to answer or demur, having waived all right to answer be defend to the same and the Court being fully advised in the premises doth grant the prayer of said petition and finds as follows, to-wit:

That said John G. Connell had violated the terms of all the agreements to said petition attached and had thereby forfeited all rights under said agreements "A" "B" and "C" as set out and attached to said petition.

The Court therefore finds that the plaintiff ought to and has a right to have said deed and agreements set aside. It is therefore ordered and adjudged that said deed and agreements thereto attached and referred thereto be and the same is hereby set aside and held for naught

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and all rights thereunder cancelled and that all right and interest therein to reinvest in and to pass to said Nancy J. Connell - now Baker under and by virtue of the findings therein.

It is also further adjudged by the Court that the plaintiff pay costs therein taxed to --- $.

J. Test
R. M. Conry Clerk

Be it remembered that heretofore, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that heretofore, to-wit, on the 5th day of November, A. D. 1889, Cordelia Hewitt filed in the Clerk's Office of the said Court of Common Pleas the following petition against J. S. Gregg et al, to-wit:

Petition 5887	Cordelia J. Hewitt vs J. S. Gregg and E. Y. Roads	Court of Common Pleas Union County, Ohio

Now comes the plaintiff Cordelia J. Hewitt and for cause of action therein says:

That there is due to her from the defendants J. S. Gregg & E. Y Roads on their certain promissory note the sum of one-hundred and fifty dollars with eight per cent. interest from January 11th, 1889 of which note the following is a copy with all credits and endorsements thereon.

$150.00 Raymonds, Ohio, January, 11th, 1889.

Nine months after date we promise to pay to the order of Cordelia J. Hewitt, One hundred and fifty dollars at eight per cent from date, Value received.

J. S. Gregg
E. Y. Roads

That there are no credits or indorsements on said note

That there is due on said promissory note the sum of One hundred and fifty ($150.00) dollars with eight per cent. interest from the 11th day of January, 1889.

Wherefor plaintiff asks judgment against the defendants J. S. Gregg and E. Y. Roads for the sum of One hundred & fifty ($150.00) dollars with eight per cent. interest from January 11th, 1889, and for costs.

W. W. Merchant
Atty for Plff.

State of Ohio
Union County, ss

Cordlia J. Hewitt being first duly sworn according to law says the facts stated and allegations made in the forgoing petition are as she believes true.

Cordlia J. Hewitt

Sworn to before me and subscribed in my presence this 6th day of November, 1889.

J. W. Filton
Notary Public in & for U. Co. O.

To Clerk:

Issue summons for the defendants J. S. Gregg & C. Y. Roads to the Sheriff of Union County, Ohio, returnable according to law.

Indorse said Writ, Action for Money only. Amount claimed One-hundred and fifty-dollars with eight per cent. interest from January 11th, 1889 and for which plaintiff will take judgment in case default be made

W. W. Merchant. Atty for Pltf.

Summons

Afterward, on the 5th day of November, 1889, the following summons was issued by the Clerk of said Court

The State of Ohio
Union County ‖ To the Sheriff of said County:

You are hereby commanded to notify J. S. Gregg & C. Y. Roads that they have been sued by Cordlia J. Hewitt in the Court of Common Pleas of Union County, and must answer by the 7th day of December, A. D. 1889 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 18th day of November, A. D. 1889.

Witness my hand and the seal of the said Court this 5th day of November, A. D. 1889.

seal

R. M. Leary Clerk.

Petition

5843

And afterward, on the 11th day of November, A. D. 1889 the Sheriff of said County returned said summons to the Clerk's Office in said County which return is as follows:

Sheriff's Return

The State of Ohio
Union County ‖ Received this Writ November 25, 1889 at 10 o'clock A. M. and served same by delivering a certified copy thereof with the indorsements thereon to the within named J. S. Gregg & C. Y. Roads on the 9th day of November, 1889.

Ser & Return	$	30
Addal Defts		15
Mileage	2	00
Copies		40
Total	$2	85

Thomas Martin, Sheriff.

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Afterward, on the 10th day of December, 1889, the following Entry was made on the Journal by the Clerk of said Court.

Cordelia J. Hewitt
vs
J. S. Gregg et al
C. G. Roads

Journal 15, Page 218

Now comes the plaintiff by her 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 one hundred and sixty 80/100 dollars.

It is therefor considered by the Court that the plaintiff, Cordelia J. Hewitt recover from the defendants J. S. Gregg et al C. G. Roads the said sum of $160.80 and her costs herein expended.

Attest R. M. Corry clerk

Also continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price, Judge of said Court of the term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Petition 5843

Be it remembered that, heretofore, to-wit, on the 13th day of August, 1889, Mariah Neal filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Alexander Neal, to-wit:

Mariah Neal
vs
Alexander Neal.

In Union County Court of Common Pleas

The plaintiff says:

That she has been a resident of the State of Ohio for more than the year last past, and that she is now a bona fide resident of said County of Union.

That in the month of April 1888 she was married to the defendant. Both plaintiff and defendant had children by former marriage but none by this marriage

Plaintiff children are all living to themselves and all of defendants children also live to themselves, except one; a son about twenty-two years of age who lives with his father the defendant.

The defendant has been guilty of gross neglect of duty in not furnishing plaintiff sufficient clothing and

failing to furnish medical attendance to plaintiff while sick and suffering from injuries. Also in refusing to furnish sufficient help for plaintiff and compelling her to labor beyond her strength. Also in refusing to receive and entertain the plaintiffs children who come to visit her.

Defendant has been guilty of extreme cruelty in refusing for weeks at a time to speak to plaintiff and treating her with contempt while she was doing washing ironing and cooking for him and his son. Also knowing that it causes plaintiff great suffering refusing to let her children visit her, while his children would come and be treated kindly and cared for by the plaintiff.

Plaintiff has been compelled by reason of the foregoing facts to separate from defendant. Defendant has about 130 acres of land in said County worth fifty dollars per acre and also town property worth $2500.00 also considerable personal property and money at command.

Plaintiff has no property except a small house and two lots in Richwood, Ohio, and some household goods.

Wherefore the plaintiff prays that she may be divorced from said Alexander Neal, defendant, and have a reasonable alimony pending suit and upon final hearing have such reasonable alimony as to the Court may seem just and proper.

Mariah Neal, by
J. Le. Cameron Her Atty.

Praecipe To the Clerk:

Issue summons and copy of the petition to Sheriff of Union County, returnable according to law.

J. Le. Cameron, Atty for Pltf.

Summons 5843

Afterward, on the 13th day of August, 1889, the following summons was issued by the Clerk of said Court.

The State of Ohio,
Union County ss

To the Sheriff of Union County:

You are commanded to notify Alexander Neal that Mariah Neal 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 alimony be granted her and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 26th day of August A. D. 1889.

Sheriff's Return

Service of Summ. $
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Notice. 5843

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Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 13th day of August, A.D. 1889.

Seal

R. McCrory, Clerk.

Sheriff's Return

And afterward, on the 14th day of August, 1889, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

Ser. of Sum.	$	30
Ser of Ort.		30
Copy		20
Mileage	4	80
Total	$5	60

Received 4 o'clock P. M. on the 13th day of August A.D. 1889, and on the 14th day of August, A.D. 1889 I served the same by leaving a true copy thereof with the endorsements thereon together with a copy of the petition in this case at the usual place of residence of the within named Alexander Neal defendant.

Thomas Martin, Sheriff.

Notice.

Afterward, on the 17th day of August, 1889, the following notice was filed with the Clerk of said Court.

5843 Mariah Neal vs Alexander Neal | In Union County Court of Common Pleas.

The said Alexander Neal, is hereby notified that on Monday the 19th day of August, A.D. 1889 the said plaintiff Mariah Neal will apply to Hon. John H. Price, Judge of said Court at the Court House in the town of Bellefontaine, Logan County, Ohio, for an allowance of alimony pending this suit; and that she will read her affidavit in support of her said application.

Said application will be made at or near the hour of One o'clock P. M. on said day.

J. L. Cameron, Pltf's. Atty.

I hereby certify that on the 14th day of August, 1889, I served the defendant Alexander Neal by leaving at his usual place of residence a certified copy of this notice.

Thomas Martin, Sheriff

Thomas Martin, Sheriff, being duly sworn, deposes and says that the foregoing certificate of service is true and correct. August 17th, 1889.

R. McCrory, Clerk.

Affidavit

Afterward, on the 17th day of August, 1889, the following Affidavit was filed with the Clerk of said Court

5843 Mariah Neal vs Alexander Neal | In Union County Court of Common Pleas.

The State of Ohio. Union County, ss.

Mariah Neal being first duly sworn says: That she has filed a petition in said Court in the above entitled case, praying for a divorce and for reasonable alimony from the defendant, and that she has notified said defendant

that she would apply for alimony pending said suit.

Affiant further says: That at the time of the marriage of the said parties she was a widow having children by a former marriage and the said defendant was a widower also having children by a former marriage; that all of the plaintiff's said children have lived elsewhere since the said marriage, but one of the defendants children a young man has made his home with the plaintiff and defendant.

Defendant has so far as her strength would permit done the washing, ironing and house work for the family, and has always treated the children of the plaintiff with kindness. She defendant on the contrary objects to the plaintiff children visiting her and refuses to receive them. At one time the plaintiff while about her house work fell and received a severe injury, and was by reason thereof confined to her bed for several weeks suffering great pain and in need of constant medical attendance; but the defendant only called the physician once, and when plaintiff had recovered so as to be able to work again the said defendant tried to compell her to pay for the hired girl during her sickness. Defendant also quarreled with the plaintiff to make her pay for calling the doctor.

Defendant has not furnished the plaintiff with any clothing since said marriage except one shawl. Plaintiff and defendant are both getting old and the plaintiff is not strong enough to do hard work and the plaintiff is abundantly able to provide help but he has required the plaintiff to do the house work and the washing and ironing for him and his said son, thus taxing the said plaintiff beyond her strength.

She defendant without any cause between to the plaintiff would take surly spells and would not speak to or notice the plaintiff although she would prepare his meals, and continue to do his work. During the last week before the plaintiff and defendant separated the said defendant would not speak to the said plaintiff and treated her with such contempt that she could no longer endure the same and she is now living apart from him.

The plaintiff has a small house and lot and a vacant lot in Richwood, Ohio, and some household goods but has no other property said real estate does not yield but $6.00 per month rent and the same is not sufficient for the support of the plaintiff.

The defendant is the owner of about 130 acres of good land in said County which land is worth at least $50.00 per acre defendant is also the owner of two good lots with

Entry

5 8 43

houses thereon, which last named property is worth at least $2500.00, the said defendant is also the owner of considerable personal property and also has money at command; and is not in debt to the knowledge of the affiant unless it might be some small grocery or store bills. Further affiant saith not.

Mariah X Neal.

Sworn to before me and signed in my presence this 17th day of August, A. D. 1889.

R. McCrory, Clerk.

Afterward, on the 21st day of August, 1889, the following Entry was made on the Journal by the Clerk of said Court In Vacation.

Mariah Neal
vs
Alexander Neal

In Union County Court of Common Pleas
Journal 15, Page 157

August 19th, 1889.

This day came Mariah Neal, plaintiff, before the Hon. John A. Price, Judge of said Court and made application to him at the Court House in Bellefontaine, Ohio, at the hour of one o'clock P. M. for alimony pending suit. Which application was heard upon the petition and evidence.

And the said Judge being fully advised in the premises finds from the evidence that due notice of this application has been given to the defendant and that the plaintiff is entitled to alimony pending suit. It is therefore ordered by the Court that the said defendant pay to said plaintiff for her support until the next Term of this Court the sum of seventy five dollars to be paid one-half in hand and one-half in 30 days from this date and in default of payment that execution issue therefor as upon Judgments at Law.

John A. Price
Judge of Common Pleas Court.

Afterward, on the 19th day of November, 1889, the following Entry was made on the Journal by the Clerk.

Entry 5843

Mariah Neal
vs
Alexander Neal

Journal 15, Page 190

This day came the parties and the defendant having withdrawn his answer, this cause was submitted to the Court upon the petition and evidence.

On consideration whereof the Court being fully advised in the premises finds that the facts stated and allegations made the said petition are true and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

The Court further find that said parties have entered into a post nuptual agreement whereby said defendant has

has conveyed to said plaintiff Lot No. 151 in the Village of Richwood in said County of Union which she has agreed to accept in full of all claims upon his property and he has agreed to release all his interest and claim in her property including said Lot No 151 and that the parties have agreed to mutually release the property of the other from all claims.

It is found by the Court here that said post nuptual agreement is fair and reasonable and should be carried out.

It is therefor adjudged and decreed by the Court that the marriage relation heretofor existing between said parties be and the same is hereby annulled and set aside. It is further decreed that the said plaintiff have and possess said lot No. 151 as her alimony and that all her property be released from the inchoate right of dower of the said defendant and that all the defendants property be released from the incohate right of dower of the plaintiff. And it is further adjudged that each party pay one-half the costs thereof.

Attest W. M. Crosy clerk,

Be it remembered that heretofor, to-wit on the 19th day of October, 1888 W. S. Sanford et al filed in the Clerks Office of the said Court of Common Pleas the following Petition against W. H. Richards, Trustee &c: to-wit:

Petition 5667

W. S. Sanford and
& & Lewis
vs
Trustees of Baptist Church
of Richwood Ohio, to-wit:
W. H. Richards,
Elmer Langstaff and
Wm Woodruff.

Court of Common Pleas

Union County Ohio

The plaintiffs say they have the legal title to and are entitled to the immediate possession of the following real estate: Situate in the said County of Union and State of Ohio described as follows, to-wit: Being In Lots No. 29 and 30 in the original Town of Richwood

Sheriffs Return

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in said County as the same are known and designated on the recorded plat of said town, and that said premises are wrongfully detained from the possession of the Plaintiffs by the defendants, the Baptist Society of Richwood Ohio represented by the Trustees of said Church Society.

Second Cause of Action:

Plaintiffs say they are entitled to the rents and profits of said real estate for the four year last past which have been wrongfully kept from them by the said defendants amounting in value to the sum of $100 00

Wherefor plaintiff pray judgment against the defendants, the said Trustees of said Baptist Society for the possession of said described real estate and for the sum of $100 00 the value of said rents and profits.

O. R. Kerr Atty. for Pltf.

State of Ohio
County of Union | O. R. Kerr, being sworn, says he is the attorney of the plaintiffs in the above action, and they are non residents of said County of Union and that he believes the allegations of the petition are true

O. R. Kerr.

Sworn to before me and subscribed in my presence this 18th day of October, 1888.

S. S Gardiner Notary Public

Afterward, on the 19th day of October, 1888, a Summons was issued by the Clerk of the said Court.

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

We command you to notify W. H. Richards Elmer Langstaff and Wm Woodruff, Trustees of the Baptist Society of Richwood, Ohio, that they have been sued by M. S. Sanford and E. E. Lewis in the Court of Common Pleas of Union County, and that unless they answer by the 17th day of November, 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 24th day of October A. D. 1888.

Witness my hand and the seal of said Court this 19th day of October A. D. 1888.

seal

R. McElroy, Clerk.

Sheriffs Return

And afterward, on the 26th day of October, A. D. 1888, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

The State of Ohio, Union County ss} Received this Writ the

Service	$	60
Mileage	2	56
Copy		60
Total	$3	76

the 14th day of October, A. D. 1888, at one o'clock P. M. and pursuant to its command, on the 22nd day of October, A. D. 1888, I served the same by delivering a true and certified copy to the within named defendants with the indorsements thereon. M. Hopkins. Sheriff.

Demurrer — Afterward, on the 13th day of November, 1888 a demurrer was filed with the Clerk of said Court.

5667 W. S. Sanford et al
E. E. Lewis
vs
W. H. Richards et al

Union County Court of Common Pleas
Demurrer.

Now comes the said defendants W. H. Richards, Elmer W. Langstaff et Wm Woodruff et al demur to the petition of the plaintiff for the following grounds, to-wit:

First. There is a defect of parties defendant

Second. Said petition does not state facts sufficient to constitute a cause of action against said defendants.

Wherefor said defendants ask that they may go hence without day and recover of plaintiff their costs.

S. S. Gardiner Atty. for Defts.

Motion — Afterward, on the 13th day of November, 1888, a motion was filed with the Clerk of said Court.

5667 W. S. Sanford et al
E. E. Lewis
vs
W. H. Richards

Union County Court of Common Pleas

The defendants W. H. Richards, Elmer W. Langstaff et Wm Woodruff move the Court for an order requiring the plaintiffs herein to furnish proper and sufficient security for the costs in this action for the reason that both of said plaintiffs are non residents of Union County, Ohio.

S. S. Gardiner Atty. for Defts.

Entry

Afterward, on the 6th day of March, 1889, the following Entry was made on the Journal by the Clerk.

5667 W. S. Sanford et al
vs
Baptist Church et al

Journal 15 - Page 34

This day this cause came on to be heard upon the demurrer to the petition was argued by counsel and upon consideration thereof the Court does sustain said demurrer at plaintiff cost. And plaintiff obtained leave to file Amended Petition by March 11th, 1889.

Amended Petition

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Amended Petition

Afterward, on the 11th day of March, 1889, Amended Petition was filed with the Clerk of said Court.

Martha S. Sanford
et al
vs
Baptist Church Society
et al

Court of Common Pleas

Union County Ohio.

Amended Petition

William H. Richards
Wm Woodruff et al
Elmer Langstaff, Trustees
et al Members of Baptist Church
Society of Richwood

First Cause of Action: The plaintiffs say they have the legal title to and are the legal and rightful owners of the following described Real Estate situate in said County of Union being Lots No. 29 and 30 in the village of Richwood in said County as the same are known and designated upon the recorded plat of said village or town of Richwood in the Recorders Office in Marysville, Ohio.

And the defendant the Baptist Church Society and said William H. Richards, William Woodruff and Elmer Langstaff, who are the Trustees of said Church Society and members of the same and who are the keepers and holders of the temporal interest and affairs of said Church Society, are in their capacity as such Church Society, and as such Trustees and Members thereof wrongfully holding possession of said premises, and wrongfully keeping the plaintiff out of possession thereof.

As a Second Cause of Action: Plaintiffs say they are entitled to rents and profits of said premises and have been for more than six years last past, and the said defendants the Baptist Church Society et al said Trustees, members and managers of said Society temporal affairs have been keeping said rents and profits of said premises from the Plaintiffs for six years last past, and that the value of the said rents for said six years is $100 00.

Wherefor plaintiffs pray Judgment against the defendants named for possession of said premises and for said issues rents and profits of $100 00 and for all other and further relief the case in equity may demand

O. R. Kerr, Atty for Pltf.

State of Ohio,
Union County. ss

O. R. Kerr, being sworn says that he is the attorney for the plaintiffs in the above entitled case and that said plaintiffs are non-residents of said County of Union and that he believes the facts stated and the allegations therein contained to be true. O. R. Kerr

Sworn to befor me and subscribed in my presnce
this 8th day of March, 1889.

[seal] W. W. Landers, Notary Public.

Motion — Afterward, on the 11th day of March, 1889, a Motion
was filed with the Clerk of said Court

5667 W. S. Sanford et al
vs
Baptist Church et al

Union County Court of Common Pleas

The defendants move the Court for
an order requiring the plaintiff to furnish further and
sufficient security for costs in this case

S. S. Gardiner. Atty for defts

Entry — Afterward, on the 12th, day of April, 1889, the following
Entry was made on the Journal by the Clerk of Court.

5667 W. S. Sanford et al
vs
W. H. Richards et al

Journal 15, Page 89

This day this cause came on to
be heard upon the motion of defendants for additional
security for costs and the Court being advised in the
premises doe sustain said motion.

It is therefor ordered and adjudged by the Court
that the plaintiffs furnish to the Clerk of this Court
additional and satisfactory security for the costs in
this action within Thirty Days from this date and
in default thereof that this cause be dismissed.

Entry — Afterward, on the 14th day of June, 1889, the following
Entry was made on the Journal by the Clerk of Court

5667 W. S. Sanford et al
vs
W. H. Richards et al

Journal 15, Page 115

This day this cause came on to
be heard upon motion of defendants to dismiss this
case for want of security for costs, for want of security
for costs, was argued by counsel and the Court being
fully advised in the premises overrule said motion.

And on motion ordered that plaintiffs secure the costs
by Monday June 18th, 1889, and in default thereof that
this case be dismissed without prejudice to an other action

Entry — Afterward, on the 31st day of July, 1889, the following
Entry was made on the Journal by the Clerk of said Court

5667 W. S. Sanford et al
vs
Baptist Church

Journal 15, Page 141

Leave is granted to defendants to file
answer within 30 days.

Answer of W. H. Richard — After
filed with
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Answr of W.H. Richard

Afterward, on the 7th day of November, 1884, Answr was filed with the Clerk of said Court which return is as follows

Martha S. Sanford
and E. E. Lewis
vs
The Baptist Church
Society and Wm H. Richards
Wm Woodruff and Elmer Langstaff
Trustees and Members of the
Baptist Church Society of
Richwood, Ohio

Court of Common Pleas
Union County Ohio
Answr of Wm H. Richards
and
Elmer Langstaff.

Now comes the said Wm H. Richards and Elmer Langstaff, as said Trustees, and for their answr herein say: To the First Cause of Action: They deny that the plaintiffs have a legal estate in said premises or that said defendants unlawfully with held possession thereof.

To the Second Cause of Action: They deny each and every allegation therein contained. Said defendants further answering say: In about the year 1834, one Philip Plummer, who then claimed to own the land upon which the said village of Richwood is located, laid off said Village and then donated and dedicated several lots in said Village to the Public for Public use. And the lots described in the petition was so donated to the Public of Claibourne Tp. for a burial ground and said lots were so used during the life time of said Plummer with his full knowledge and consent and has ever since been so used, and has ever since been under the recognized control and care of the Trustees of Claibourne Township and said lots are now almost filled up with graves.

That on the 3rd day of April 1882 said Trustees of said Township made a lease of said lots to the First regular Baptist Church of Richwood, Ohio, for 99 years and permitted said Church to erect a church building thereon - upon the condition that said Church would keep said lots and burial ground free from weeds and rubbish and in proper condition, and should build and keep in repair the fences around said burial ground. A copy of which lease is hereto attached and made part of this answr.

In pursuance thereof said Church procedd to and did erect a house of worship for said Baptist Church upon said lots and has ever since used said building for said purpose and has ever since kept said lots clean and tidy and free from weeds and has built a good and substantial fence around said lots and has otherwise improved said lots in all to the amount of Two hundred dollars

Wherefor said defendants pray that judgment for possession and mesne profits be refused plaintiffs and that they may go hence and recover costs. But if judgment should be awarded plaintiffs for mesne profits that said repairs and improvements set up herein be offset against the same and for all proper relief.

S. S. Gardiner Atty for Defts.

State of Ohio.
Union County. ss.

Wm. H. Richards being duly sworn, says he is one of the defendants herein. That the facts and allegations in the foregoing answer are true as he believes

W. H. Richards.

Sworn to and subscribed before me this 25th day of October, 1882.

Seal

H. W. Leandre, Notary Public

Copy of Lease

This Article of Agreement made this Third day of April A. D. 1882 between the Trustees of Claibourne Township Union County, Ohio, of the First part, and the Trustees of the First regular Baptist Church of Richwood, Union County Ohio of the Second part, stipulates that the party of the First part so far as they have the right do hereby lease the old Richwood burying ground on the lots Nos. 29 and 30 in the Village of Richwood Ohio, to the party of the Second part for the term of Ninety-nine years as a site upon which to erect a Church building to be used as a house of worship by said Church Society

The parity of the Second part bind themselves to fulfill the following: To pay one dollar in money into the Treasury of Claibourne Township, and the further consideration of building and keeping in repair a good and substantial fence enclosing said lots, to eradicate all weeds and briars on said lots and to at all times keep said lots in such condition that they, the lots, shall be a credit to all parties interested in the same.

So the above the party of the Second part bind their successors in office: and if at any time the said Church building shall cease to be used as a house of worship by said Baptist Society then the same shall become the property of Claibourne Township absolutely, the same as though it had been built and occupied by said Township from the first.

In the consideration of the fulfillment of the above stipulations by the party of the Second part, the party of the First part do hereby bind their successors in office so far as they have the right to make this lease

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Witness our hands and the seals this third day of April A.D. 1882.

Trustees of First regular Baptist Church Richwood Ohio	W.H. Richards E.P. Longstaff A.M. Fickey	Trustees of Claibourne Township	S.M. Blake J.M. Martin and Asa Longstaff.

Reply of Defendants filed Nov. 20th, 1882. Page 128

motion — Afterward, on the 3rd day of December, 1882, motion was filed with the Clerk of said Court.

5067 M.S. Sanford et al
vs
W.H. Richards et al

Motion for Delay.

The undersigned J.W. Robinson, being duly sworn says that the above cause was set for trial on to-morrow December 4th, as defendants counsel knew, but after the assignment was made another case which stood before it was reassigned for the same day to-wit: the Case of ------- vs Commissioners of said County but as affiant and his co-counsel supposed and understood stood prior for trial and that owing to the absence of the Judge and after consultation together and mentioning the matter to the Judge of this Court it was not deemed proper to subpoena the witnesses for the trial on Wednesday until the Court could get an opportunity to reassign causes for trial.

That relying in this state of facts they did not subpoena witnesses and they cannot be subpoena to be present at the trial on that day. That defendant and his counsel did not learn until to-day at noon that this case stood in advance of the assignments for Tursday and Wednesday.

That S.S. Gardiner the principal counsel in this case relying on said facts made arrangements to be at Columbus Ohio to attend to business pending in the Circuit Court of the United States at that City on Thursday of this week and cannot without very serious inconvenience and loss be absent from said Court on that day.

That within the last twenty-four hours the defendants counsel has learned of an important fact in regard to the dedication of the lots in the petition described which they hope to and believe they can prove by examination of Records to be found only in Columbus Ohio and by testimony which they can obtain by Friday of this week or any day later of this term.

That they cannot by reason of the premises safely go to trial of this cause on tomorrow and therefor ask the postponement thereof. This application for postponement

is not made for delay merely but for the purpose of justice and they hope and believe the defendant can be ready any day of this term after Thursday of this week

J.W. Robinson.

Sworn to before me and signed in my presence this 3rd day of December, 1887.

R. McCrory, Clerk.

Reply

Afterward, on the 20th day of November, 1887, Reply was filed with the Clerk of said Court.

5667 Martha S. Sanford et al

vs

Trustees of Baptist Church Richwood, Ohio.

Court of Common Pleas. Union County, Ohio

And now come the defendants and for reply to the answer of the defendants say that they deny that Philip Plummer when he laid off said Village of Richwood in any manner donated or dedicated said lots No. 29 and 30 to the Public for the use of the Public for a burying ground or for any other purpose. And deny that said Plummer or any of his legal representatives ever donated or dedicated said lots or either of them to the Public of Clairborne Township for a burial ground or for any other place. And deny that said lots were ever used for a burial ground by the consent or permission of said Philip Plummer or any of his legal representatives

They deny that said lots have been used as a burial ground up to the present time, and say that they have not been so used for more than 21 years, but have been wholly abandoned as a place of burial for more than 21 years.

They deny that said Trustees of Clairborne Township ever had any right of control of said premises as a burial ground or for any other purpose. And deny that said Township Trustees had any legal right or power to make any lease of said premises to said Church Trustees or any one else, but say if said lots were ever used by the Public for a burial ground, the same was under the control of the municipal authorities - if in any person or corporation other than said Philip Plummer and his legal representatives and that said Village of Richwood wholly abandoned and released their use and right use said premises more than 21 years before the commencement of this suit. And whatever right or title ever accrued to said Village or any one else in said premises by reason of their use as a burial ground or by the donation or of Philip Plummer reverted to said Plummer and his legal representatives by the non use of

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the same as a burial ground, and especially by said premises being used for other and different purpose and thereby rendering the same impossible of use for a burial ground. Wherefor plaintiffs pray Judgment as in their petition.

O. R. Kerr Atty for Pltfs.

State of Ohio, Union County ss | O. R. Kerr, being sworn, says he is the attorney for Plaintiff in this action and that said plaintiffs are non residents of said County of Union and that he believes the allegations in the foregoing reply are true.

O. R. Kerr.

Sworn to before me and subscribed in my presence this 20th day of November, 1869.

R. McCrory, Clerk.

Afterward, on the 13th day of December, 1869, Entry was made on the Journal by the Clerk of said Court

Entry 5667

M. S. Sanford et al
vs
W. H. Richards et al

Journal 15, Page 124

This day came on this cause to be heard by the Court the parties having waived trial by Jury and the parties having requested the Court to make a special finding as to the facts as well as the law, and the cause having been heard on the evidence, the Court find the following facts, to-wit:

1st. Philip Plummer held the fee simple title to the two lots (2) described in the petition.

2nd. He is dead and the plaintiff now hold all the title to said lots that he held at the time of his decease

3rd. The lots in question were used from 1833 to 1869 as a public burying ground. This was done with the full knowledge and consent of Philip Plummer in his life time, he having been frequently present there at funerals and having declared that he had given the lots for a Cemetery

4th. There has been no interment in the Cemetery since 1869. And some of the bodies buried there before that time have been removed to other Cemeteries the larger number of bodies however have not been removed and the graves still there are scattered over about three-fourths (3/4) of the (2) lots.

5th. In 1882 the Trustees of the Township in which the lots are located gave a written lease to the defendants to erect a church building on said lots upon the conditions stated in the lease of which the following is a copy:

This article of agreement made this third day of April A. D. 1882 between the Trustees of Claibourne Township Union County Ohio, of the first part and the Trustees of the first regular Baptist Church of Richwood, Union County Ohio of the second part, stipulates that the party of the first part so far as they have the right, do hereby lease the Old Richwood burying ground on In Lots No. 29 and 30 in the Village of Richwood Ohio, to the party of the second part for the term of ninety-nine years as a site upon which to erect a church building to be used as a house of worship by said Church Society

The party of the second part bind themselves to fulfill the following: To pay One dollar in money into the Treasury of Claibourne Township and the further consideration of building and keeping in repair a good and substantial fence inclosing said lots, and to at all times keep said lots in such condition that they, the lots, shall be a credit to all parties interested in the same. So the above the party of the second part bind their successors in office; and if at any time the said church building shall cease to be used as a house of worship by said Baptist Society, then the same shall become the property of Claibourne Township absolutely the same as though it had been built and occupied by said Township from the first.

In consideration of the fulfillment of the above stipulations by the party of the second part, the party of the first part do hereby bind their successors in office so far as they have the right to make this lease good to said Society.

Witness our hands and seals this Third day of April A. D. 1882.

W He. Richards	Trustees of	S. M. Blake	Trustees of
E. O. Longstaff	First regular	J. M. Martin	Claibourne
A. M. Fickry	Baptist Church	Asa Longstaff	Township
	Richwood Ohio		

6th. For some time prior to the erection of the Church building the lots had been permitted to grow up in weeds and underbrush. Since the erection of the Church they have been cleared up and kept in a decent and orderly condition.

Conclusion of Law

II. Upon the foregoing facts I find that Philip Plummer dedicated the said lots to public use for a burying ground; and that he in his lifetime was, and those claiming through and under him since his death are estopped from asserting any claim to the possession of said premises.

Petition 5829

Thereupon it is considered ordered and adjudged by the Court that the defendants go hence and recover of the plaintiffs their costs herein laid to ----8.

Whereupon the plaintiffs filed their motion for a new trial which was overruled by the Court, to which ruling and proceedings and Judgment the plaintiff excepts.

Attest R M Lowry Clerk

Be it remembered that, heretofore, to-wit, on the 2nd day of July, 1879, Elizabeth Stewart filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Enoch Stewart et al to-wit:

Petition	Elizabeth Stewart	
	vs	Union County Court.
5829	Enoch Stewart	of
	and Rose Stewart.	Common Pleas.

Plaintiff says: On or about the -- day of October, 1878, she was the owner as dowress, as the widow of James Stewart late of said County, deceased, of the lands hereinafter described and had before that time been duly assigned to her as her dower in the lands of said deceased, to-wit:

Beginning at three white stones from our rock; thence N 54° E 110 36/100 poles to a stone set by S. J. Sager as a division corner between the lands of Enoch Stewart's and ------ Williams: thence with the line dividing said lands N 35° - 57 poles to a stake: thence S. 55 - W 110 96/100 poles to a stake in the line of Survey Nº 4610: thence with said line S. 35° - E. 59 poles to the beginning containing forty acres more or less.

On said ---- day of October, 1878, being then seventy-three years of age, and in feeble health and weak by reason of old age and ill health in mind and body, and greatly under the influence of the defendant who had been for some time before by means of extra attentions to her ingratiating themselves in her favor she entered into an arrangement and agreement in substance as follows:

She plaintiff was to allow to defendants the use of

said lands from said date for and during the natural life of plaintiff. And in consideration thereof the defendants were to keep maintain and take care of plaintiff, furnishing her with all the necessaries of life including provisions, clothing, washing medicines and medical attendance and all necessaries.

And said agreement was to be reduced to writing. And a writing was drawn up under the direction of defendants which they told plaintiff contained the agreement as above stated and nothing more.

And under said representation and misunderstanding and relying upon their good faith and honesty and believing their statements she signed said writing and was induced to sign same by them.

Plaintiff was then not in condition to read the article herself by reason of impaired vision and her feeble state and condition of health and mind, and it was partly and hurriedly read over in part only in her presence, but being very hard of hearing and relying upon defendants (her son and daughter-in-law) as aforesaid she failed to catch fully the meaning and did not understand that there was anything in the paper other than as above stated, if such there was.

Said paper was taken by defendants and has been held by them ever since, she relying wholly on them and having no copy of it. And they refused to furnish or allow her a copy of it or to see it: and claim that it contains other and different stipulations from those she agreed to stated above.

Soon after said agreement the defendants moved their dwelling house on to the said dowery near her house, and for a short time defendants performed their obligations under said agreement, but soon grew weary of it, and commenced to use profane, vulgar, obscene and abusive language toward plaintiff and threaten her with personal violence, and a few days ago used such language at the breakfast table, abusive epithets and insults that plaintiff was compelled to withdraw, and has not returned and it would not be safe or tolerable for plaintiff to attempt to go in defendants house again.

Defendants at said time threatened to pitch her out of the house, to slap her mouth &c: And have since given her to understand that she is not to return, and have carried into her a tea cup of ground coffee and a little meal and sour milk, 5 cents worth of soda sour molasses, a small piece of pork, which is all the supplies they have furnished her since she left.

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Sherry refuse to cook for her any more. And they have threatened her, and in consequence thereof she is afraid and has reason to fear personal violence at their hands if she should longer undertake to live under said arrangement. Defendants received on the faith of said agreement all her crops raised on said farm last year, and have crops there growing this year of hay, corn, oats and potatoes in vehicle she should have a landlords share, but they claim it all, and they are threatening to sell their property and throw her entirely out, and give her no support and no part of said crops for this year but consuming same wholly to their own use, and of removing from this State, whereby she will be deprived of her dower, right and support for this year and share of said crops to her great and irreparable injury.

Wherefor plaintiffs pray that they, defendants, may be enjoined from selling or disposing of or removing said growing crops or any part thereof, and that the 1/2 of said growing crops may be decreed to her, and that said agreement may be cancelled and for such other and further relief as may be equitable. And that defendants may be required to answer herein and furnish a true copy of said agreement.

O. B. Cole and Son
Attys for Plff.

State of Ohio,
Union County, ss. | Personally appeared Mrs. Elizabeth Stewart, who being duly sworn, says the facts stated and allegations in her foregoing petition are true.

Elizabeth x Stewart.

Sworn to and subscribed before me this 1st day of July A. D. 1887.

R. L. Woodburn. Notary Public.

To the Clerk:

Issue Summons to Sheriff of Union County for defendants above named, returnable according to law.

O. B. Cole and Son, Plff Atty.

Summons Afterward, on the 2nd day of July A. D. 1887, a Summons was issued by the Clerk of said Court.

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

You are hereby commanded to notify Enoch Stewart and Rose Stewart that they have been sued by Elizabeth Stewart in the Court of Common Pleas of said Union County, and that unless they answer by the 8th day of August A. D. 1887, the petition of the said plaintiff against them filed in the Clerk's office of said Court, such

petition will be taken as true, and judgment taken accordingly.
You will make due return of this summons on the
12th day of July A. D. 1889.
Witness my hand and the seal of said
Court, this 2nd day of July A. D. 1889.
{seal}
A. M. Cleary, Clerk

Sheriffs Return

And afterward, on the 5th day of July, 1889, the Sheriff of said County returned said summons to the Clerks Office in said County, which return is as follows:

The State of Ohio
Union County ss Received this writ July 2nd A. D. 1889, at one o'clock P. M. and pursuant to its command, on the 5th day of July, 1889, I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants.

Service	$	45
Mileage	1	20
Copies		40
Total.	$2	05

Elizabeth Stewart
vs
Enoch Stewart et al
Rose Stewart

Settlement. Filed Dec. 11th, 1889.

This cause is settled on the following terms:
Each party pays half the costs: Each party gets half the feed on the place: The crops to be divided according to the usual custom, plaintiff to have the usual share given in the neighborhood to the landlord et al defendants to go on and finish raising and harvesting the crops and give plaintiff her share when harvested in the field, in shock or stack &c: Her potators to be divided to her in the row. Defendants to have the potators this year and to pay the land taxes. The piler taxes to be paid by each paying same proportion as heretofore.
The articles of agreement mentioned in the petition is cancelled, and plaintiff to have full and uninterrupted possession of her house and grounds adjacent, except that defendants are to have the use and occupancy of the house where they live and out buildings belonging to it et stable et the right to go to et fro to the same without interfering with plaintiff or her occupancy unnecessarily.
Defendants to give up possession this Fall. The corn to be divided in the shock. The oats to be divided in the bushel 1/3 to plaintiff, which defendant is to put in her bags or barrels in the old house. The hay to be divided in the stack. Things divided in the row -- she is to have her choice of rows.

E. S. Stewart.
Rose Stewart.

Petition 5899

Afterward, on the 11th day of December, 1889, the following Entry was made on the Journal by the Clerk of said Court.

Elizabeth Stewart
vs
Enoch Stewart and
Rose Stewart.

Journal 15th, Page 221

This day this case came on to be heard, and by agreement between the parties hereto entered into, is settled.

It is therefore considered by the Court, that this cause be dismissed and that each party pay ½ of the costs.

Attest
R M Cory Clerk

Was continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, to-wit, on the 5th day of December, 1889, V. S. Wells and Co. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Orall Bros. and Peter Orall.

Petition

The State of Ohio,
Union County ss

In the Court of Common Pleas.

5899

V. S. Wells and Co
vs
Orall Bros and
Peter Orall

Petition in Cognovit

The plaintiffs say they are a co-partnership firm doing business in the State of Ohio in the name of V. S. Wells and Co. and Orall Bros. are a firm doing business as a firm in the name of Orall Bros. in the State of Ohio, and this their action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

$770 70. Richwood, Ohio, July 1st, 1889.

Five months after date, for value received, we as principal debtors promise to pay to V. S. Wells and Co. or order Seven hundred and seventy and 70 Dollars with interest from date at the rate of eight per cent per annum at Delaware County National Bank, and we hereby authorize any attorney of any Court of Record in the State of Ohio, or elsewhere at any time after the above sum becomes due

to appear for us or either of us in any Court of said State of Ohio or elsewhere or having jurisdiction of said sum and confess judgment herein against us or either of us in favor of said payee or his assigns for said amount with interest at the rate of eight per cent. per annum after maturity, until paid, payable annually, the interest when due and unpaid to draw the same interest as the principal and costs of suit; and release all error in the entry and rendition of said judgment and all right and benefit of appeal and writs of error.

Witness our hands and seals this 1st day of July 1884.

the December 1/4 1884 Orall Bros.
Otter Oraul.

Indorsed as follows: "Thirty dollars paid on within note December 4th, 1884. Entry

There is due to plaintiffs from the defendants on said note, the sum of Seven hundred and sixty-five 65/100 dollars which plaintiff claim with interest from the 1st day of December, A. D. 1884, at eight per cent. per annum and for which with costs of suit plaintiffs ask judgment against the defendants. 5 8 99

J. W. Robinson, Atty for Plff.

The State of Ohio,
Union County. ss

J. W. Robinson, being sworn, says he is the attorney of plaintiffs in the foregoing cause and plaintiffs are not residents of said County and are now absent therefrom, and that the facts stated and allegations in said petition are, as affiant believes, true.

J. W. Robinson.

Sworn to before me, and signed in my presence this 5th day of December, A. D. 1884.

R. McCleary, Clerk
By W. M. Wright Deputy.

V. S. Hills and Co
vs
Answer Orall Bros
Otter Oraul

Court of Common Pleas,
Union County Ohio

The defendants Orall Bros and Otter Oraul by John M. Brodrick, their attorney, an 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 said, and which note, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now come and waive the issuing and service of process in this action, and hereby enter our appearance herein; and said defendants by said attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of plaintiffs herein filed against them, but acknowledge and confess the same

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to be true, and say that they are 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 Seven hundred and sixty-five and 65/100 dollars, bearing interest at eight per cent per annum, and therefor, for that sum, with interest from December 1st, at eight per cent per annum and accruing costs they 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.

John M. Brodrick. Atty for Defts.

Entry 5899

V. S. Hills and Co
vs
Orall Bros
Peter Orand

Judgment by Confession for $765 65/100

This day came the plaintiffs by J.W. Robinson attorney and filed their petition against said defendants, And thereupon John M. Brodrick, an attorney-at-law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendants 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 defendants, waived the issuing and service of process, entered the appearance of said defendants therein, and acknowledged 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, confessed that there was due from said defendants to said plaintiffs, on said indebtedness, the sum of Seven hundred and sixty-five and 65/100 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 V. S. Hills and Co., plaintiffs, do recover of the said Orall Bros. and Peter Orand, defendants, the sum of Seven hundred and sixty-five and 65/100 dollars so confessed, as aforesaid, with interest from December 1st, 1869, 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 thereto are by said defendant waived and released.

Attest P.M. Lowry clerk

Olras continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A Price, Judge of said Court of the term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that heretofore, to-wit, on the 12th day of October, 1889, "the Peoples Bank" filed in the Clerks Office of the said Court of Common Pleas the following petition against Richard H. Cody et al, to-wit:

Petition	The Peoples Bank.	
	vs	
5874	Richard H. Cody Alice Cody Richard Cody	In Union County Court of Common Pleas

The plaintiff, "The Peoples Bank" say they are a firm doing business in Marysville, Union County Ohio, under the firm name of "The Peoples Bank".

That on the 6th of July, 1887, the defendants Richard H. Cody, Alice Cody, and Richard Cody made and delivered to plaintiff their promissory note of that date and thereby promised to plaintiff or order the sum of One-thousand and fifty dollars in five years after the date thereof for value received. And at the same time and date was executed by Richard H. Cody his true coupon notes attached to said note representing and being the semi-annual interest on said note. Three of which coupon notes representing the interest first due have been paid, and detached from said note.

The following is a true copy of said note, and coupon notes attached thereto and unpaid

1050^{00}. Marysville, Ohio, July 6th, 1887.

Five years after date, I promise to pay to the order of Abner Leggett, One thousand and fifty dollars at Marysville Ohio, value received with interest at the rate of eight per cent per annum after maturity payable semi-annually

The drawers and endorsers severally waive presentment for payment protest and notice of protest and non-payment of this note. It is expressly agreed that if default be made in any one of the Coupons thereto attached, representing the semi-annual interest on this note, or any part thereof, as they severally become due, then the whole principal sum represented by this note, shall at the option of the holder thereof, immediately become due, and together with all arrearages of interest thereon may be collected.

It is further expressly agreed, that if at any time, until this note is fully paid, the premises made security for this note, or any portion thereof, shall be sold for any

" lay or assessment whatever, then and in that event this
" note and all accrued interest thereon, shall immediately
" become due and may be collected.
"
" Richard He. Cody.
" Alice Cody
" Michael Cody.

The following are the Coupon Notes attached to the
above note representing the semi-annual interest on
said note.

" No. 10". $31 50. Marysville, Ohio, July 6", 1887.
" Five years after date, I promise to pay to the order
" of Abner Leggett at Marysville Ohio, Thirty-one 9/10 dollars
" with interest at the rate of eight per cent. per
" annum after maturity payable semi-annually. Being
" the semi-annual interest on the note herein attached
" and subject to all the conditions of said note.
" Richard He. Cody.

" No 9". $31 50. Marysville, Ohio, July 6", 1887.
" Fifty-four months after date, I promise to pay
" to the order of Abner Leggett, at Marysville, Ohio,
" Thirty-one 9/10 dollars with interest at the rate of eight
" per cent. per annum after maturity payable semi-
" annually being the semi annual interest on the note
" herein attached and subject to all the conditions of said note
" Richard He. Cody

" No. 8". $31 50. Marysville, Ohio, July 6", 1887.
" Four years after date, I promise to pay to the order
" of Abner Leggett at Marysville, Ohio, Thirty-one 9/10 dollars
" with interest at the rate of eight per cent. per annum
" after maturity, payable semi-annually being the semi-
" annual interest on the note herein attached and subject
" to all the conditions of said note.
" Richard He. Cody

" No. 7". $31 50. Marysville, Ohio, July 6", 1887.
" Forty-two months after date, I promise to pay to the
" order of Abner Leggett at Marysville, Ohio, Thirty-one 9/10
" dollars with interest at the rate of eight per cent per
" annum after maturity payable semi-annually being
" the semi- annual interest on the note herein attached
" and subject to all the conditions of said note.
" Richard He. Cody.

" No. 6". $31 50. Marysville, Ohio, July 6", 1887.
" Three years after date I promise to pay to the
order of Abner Leggett, at Marysville, Ohio, Thirty-one 9/10
dollars with interest at the rate of eight per cent. per annum

" after maturity payable semi-annually being the semi-annual
" interest on the note herein attached and subject to all
" the conditions of said note.
" Richard He. Cody

" No 5". $31 50. Marysville, Ohio, July 6", 1887.
" Thirty months after date I promise to pay to the
" order of Abner Leggett, at Marysville, Ohio, Thirty-one and
" 50/100 dollars with interest at the rate of eight per cent
" per annum after maturity payable semi annually being
" the semi annual interest on the note herein attached
" and subject to all the conditions of said note.
" Richard He. Cody.

" No 4". $31 50. Marysville, Ohio, July 6", 1887.
" Two years after date, I promise to pay to the
" order of Abner Leggett, at Marysville, Ohio, Thirty-one and
" 50/100 dollars with interest at the rate of eight per cent
" per annum after maturity payable semi-annually. being
" the semi-annual interest on the note herein attached
" and subject to all the conditions of said note
" Richard He. Cody

Our of the conditions of said note if the said Richard He. Cody, Alice Cody and Richard Cody failed to pay any one of the Coupon notes herein attached to said note representing the annual interest on this note, or any part thereof as they severally become due, then the whole principal sum represented by this note shall become due at the option of the holder thereof together with all arrearages of interest thereon.

The said Peoples Bank, plaintiff, are the legal owner and holder of said note with Coupons attached, having paid a good and valid consideration for said note. The said Peoples Bank, plaintiff, say that the said defendants failed to pay the Coupon note due July 6" 1884, calling for Thirty-one and 50/100 dollars, being the semi annual interest due on said note, and is now unpaid.

And being in default of payment thereof the said plaintiff demand payment in full of note in accordance to the terms of note, calling for One-Thousand and fifty dollars and interest due thereon. There are no payments on said note.

The plaintiff says there is due them upon said note the sum of One Thousand and eighty-one and 50/100 dollars from the said defendants with interest at 8 per cent from July 6", 1884.

The plaintiff therefor prays judgment against the said defendants for the sum of One thousand and eighty one and 50/100

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Sheriff's Return.

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Copy	
Total	$2

dollars with interest at right per cent from July 6th, 1889 and for such other and further relief as the equity of the case may demand.

R. L. Woodburn Atty. for Altf.

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

C.S. Chapman being first duly sworn, by me deposeth and says that he is one of the firm of "The Oroples 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 12th day of October, 1889.

R. M. Leroy, Clerk.

To the Clerk:

Issue Summons. Indorse the Summons "Petition on Note for $1081 50 with right per cent interest from July 6th, 1889" against said defendants, returnable according to law.

R. L. Woodburn Atty for Altf.

Summons

5874

Afterward, on the 12th day of October, 1889, a Summons was issued by the Clerk of said Court.

The State of Ohio,
Union County ss

To the Sheriff of said County:

You are hereby commanded to notify Richard H. Cody, Alice Cody and Michael Cody that they have been sued by the "Oroples Bank" in the Court of Common Pleas of said Union County, and that unless they answer by the 4th day of October, A. D. 1889, the petition of the said plaintiff plaintiff against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment taken accordingly.

You will make due return of this summons on the 21st day of October, A. D. 1889.

Witness my hand and the seal of said Court, this 12th day of October, A. D. 1889.

R. M. Leroy, Clerk

Sheriff's Return

And afterward, on the 14th day of October, 1889, the Sheriff of said County returned said Summons to the Clerks Office in said County, which return is as follows:

The State of Ohio
Union County, ss

Service	$	45
Mileage	1	60
Copy		60
Total	$2	65

Received this Writ October 12th, 1889 at 10 o'clock, A. M., and pursuant to its command I served the same by delivering a certified copy thereof with the indorsements thereon to the within named Alice Cody and Michael Cody, on the 15 day of October, 1889. Richard H. Cody not found in my County

Thomas Martin, Sheriff.

Summons — Afterward, on the 16th day of October, 1889, a Summons was issued by the Clerk of said Court.

5874 — The State of Ohio, Union County — To the Sheriff of Erie County: New York

You are hereby commanded to notify Richard H. Cody (impleaded with others) that he has been sued by the "Peoples Bank" of Marysville, Ohio, in the Court of Common Pleas of Union County, and must answer by the 16th day of November, A.D. 1889, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 28th day of October, A.D. 1889.

Witness my hand and the seal of said Court this 16th day of October, A.D. 1889.

Seal

R. McCreary, Clerk.

Sheriffs Return — And afterward, on the 19th day of October, the Sheriff of said County of Erie, New York, returned said Summons to the Clerks office in Union Co. Ohio, which return is as follows:

The Peoples Bank vs Richard H. Cody et al | Court of Common Pleas.

State of New York, County of Erie ss

Hugh Sloan, being duly sworn, deposes and says that he is over 21 years of age, and a Deputy Sheriff of said County by occupation. That on the 18th day of October, 1889, he served the hereto annexed summons on Richard H. Cody the defendant therein named, by delivering to and leaving with him personally a copy thereof, at East Buffalo in said County, and at the same time showing to him the said original summons with the seal of the Court attached; and he further says that he knows the person so served to be the same mentioned in said summons as the defendant to be served.

Hugh Sloan

Sworn to and subscribed to before me this 18th, day of October, 1889.

Geo. H. Leamy, Notary Public in and for Erie County, N.Y.

State of New York, Erie County Clerks 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 Geo. H. Leamay before whom the annexed Affidavit was taken, and whose name is subscribed to the

Entry 5874 — Affi... following ... the Pea... Richard ... Alice C... Richard ... by the ... plaintiff ... cause th... is duly ... Eleven ... December ... It ... the Com... said sum... stated th... is surro... Alice C... the pro... before ... and is ... that he ... same re... Attest ... R. McC...

certificate of proof thereof, was at the time of taking the same a Notary Public, in and for said County, duly sworn and acting as such, and authorized to take the same; and further, that I am well acquainted with his handwriting, 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 18th day of October, A. D. 1889.

{seal}

C. A. Orr.

Afterward, on the 5th day of December, 1889, the following Entry was made on the Journal by the Clerk.

Entry

The Peoples Bank

vs

5874

Richard H. Cody
Alice Cody
Michael Cody

Journal 15, Page 209.

This day came on this cause to be heard by the Court and the defendants being in default the plaintiff waived the trial by Jury and submitted this cause to the Court. Whereupon the Court find there is due plaintiffs from the defendants the sum of Eleven hundred and seventeen dollars and thirty-five cents December 4th, 1889, with 8 per cent interest.

It is therefor considered ordered and adjudged by the Court that plaintiffs recover of said defendants said sum of $1117 35/100 and their costs herein expended taxed to ---$. And it appearing that said Michael Cody is surety on said note for Richard H. Cody and Alice Cody it is ordered and adjudged by the Court that the property of said principal debtors be first exhausted before levy is made on the property of said surety and in case the said surety pays said judgment that he be subrogated in the stead of plaintiffs with same right to collect as plaintiffs have.

Attest

R. M. Covey Clerk

Olras continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Olras of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the Term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, to-wit, on the 13th day of October, 1888, Sarah Cook filed in the Clerk's Office of the said Court of Common Olras the following Petition against John Cunningham.

Petition
5622

Sarah Cook
vs
John Cunningham

Court of Common Olras
Union County Ohio.

This case came into this Court by appeal from the Judgment of Joseph Conner, a Justice of the Peace of said County. And the plaintiff Sarah Cook says: She is the owner of and has a right to the possession of one, part Jersey, black or dark red and white milch cow. And that the defendant John Cunningham, who is the Marshal of the Village of Richwood in said County, wrongfully and unlawfully and forcibly unfastened said cow from where she was securely fastened by a strong rope drilled about her horns and tied to an iron pin driven into the ground upon her own premises, and against the protests of plaintiff's son, unlawfully and forcibly drove said cow to the Public Pound of said Village, and unlawfully and forcibly confined her therein, and wrongfully and illegally detained said cow from the possession of the plaintiff.

Whereupon on or about the 22nd day of August, 1888 the plaintiff instituted proceedings in replevin before said Justice of the Peace, and replevied said cow out of the possession of said defendant who was then wrongfully detaining said property from the plaintiff. and plaintiff says she was at the beginning of said suit entitled to the immediate possession of said cow.

Wherefore plaintiff prays judgment against said defendant for the possession of the said property and for her costs.

O. R. Kerr, Atty. for Pltf.

State of Ohio.
Union County ss

Sarah Cook, being sworn, says the statements and allegations in the foregoing petition are true as she verily believes.

Sarah Cook.

Sworn to bfor mr and subscribd in my prsnce this 12th day of Octobr, 1888.

Seal

A. A. Allen, Notary Public.

Hr plaintiff hrrby requirs thr dfndant to answr thr following interrogatorirs hrrto annexed, towit:

First. Did you, thr dfndant, find thr cow which was rplevied from you about thr 22th day of August 1888 by thr plaintiff, securely fastned by a strong rope, tied to an iron pin, driven into thr ground, looped about hrr horns.

Second. Did you find said cow so fastned on thr day you drove hrr to thr Pound and confined hrr thrr, to-wit, on or about thr 22th day of August 1888

Third. Did you on or about said day cause hrr to be unloosed from whrr she was so fastned, and drive or remove hrr to thr Public Pound in thr Village of Richwood.

Fourth. On whose premises was said cow confined (if she was fastned at all) at thr time you caused hrr to be unloosed and taken to said Pound? Was she fastned to a stake or pin driven into thr ground on an inclosed lot or in some street or alley? And if in a street give thr location and name of thr same.

Fifth. At thr time you took up and confined said animal, was she found at large upon any unclosed land, or in any public highway, street, lane or alley?

Sixth. Do you claim any ownership in said animal or any right to have detained hrr from thr possession of thr plaintiff on said day, other than your right under thr Statutes of thr State or thr Ordinances of said Village of Richwood to impound and hold hrr until your frrs for taking hrr up should be paid.

Demurrer

Afterward, on thr 13th day of November, 1888, a demurrer was filed with thr Clerk of thr said Court of Common Pleas.

5622 Sarah Cook
vs
John Cunningham

Court of Common Pleas,
Union County Ohio.

Thr dfndant demurs to thr plaintiffs petition upon thr ground that thr said petition does not state facts sufficient to constitute a cause of action against dfndant, wherefor he asks that he may go hence and recover his costs.

S. S. Gardner, Atty for dfnts.

Motion

Afterward, on thr 13th day of November, 1888, thr following motion was filed with thr Clerk of Common Pleas Court.

5622

Motion — Sarah Cook vs John Cunningham | Court of Common Pleas, Union County Ohio.

5622

the defendant move the Court for an order striking from the petition of the plaintiff each one and all of the Interrogatories attached thereto, taken singly and as a whole for the following reasons to-wit: Said interrogatories are each and all inconsistent with the allegations of the petition, are leading interrogatories, - - are not such as are allowed by law to be propounded by the plaintiff in such a case, and are not such that the defendant is required by law to answer.

S.S. Gardiner, Atty. for Deft

Entry

5622 — Sarah Cook vs John Cunningham | Court of Common Pleas, Union County Ohio.

Afterward, on 20th day of March, 1889, the following Entry was made on the Journal By the Clerk of said Court. Journal 15, Page 54

This day this cause came on to be heard upon the demurrer of the defendant to the petition of the plaintiff was argued by counsel.

And the Court being fully advised in the premises do overrule said demurrer, and at same time this cause came on to be heard upon the motion of the defendant for an order striking each and all of the interrogatories attached to plaintiffs petition for reasons stated in said motion. And the Court being fully advised do overrule said motion, and the defendant has leave to answer said petition and interrogatories by Monday April 2nd, 1889.

Answer

5622 — Sarah Cook vs John Cunningham | Court of Common Pleas, Union County Ohio.

Afterward, on the 11th day of May, 1889, Answer was filed with the said Clerk of Court, which reads as follows:

And now comes the defendant and for answer to the Petition says:

He admits he is the Marshal of Richwood and was acting as said Marshal on or about the 22nd day of August, 1888 when he took up said cow. But he denies that plaintiff was entitled to the immediate possession of said cow at the time this action was commenced or that she is now entitled to the possession of the same.

And he denies that he unlawfully and wrongfully unfastened and took up said cow, and denies that the

said cow was securely fastened or that she was so fastened on the plaintiff's premises. And denies that he wrongfully and unlawfully drove, confined and detained said cow.

Said defendant further answering says: That plaintiff for some time previous to the 22nd day of August 1888 during the summer of said year had been in the habit of causing said cow to be herded, kept and detained for the purpose of grazing upon the public streets of said Village without any lawful permission and in violation of law, and in spite of the warnings of defendant as said Marshal and the complaint of the neighbors. That on or about said 22nd day of August 1888 complaint was made, and information was given to defendant that said cow was at large upon the public streets of said Village. Whereupon defendant proceeded to the place where said cow was found grazing in said Village, to-wit: On Browns Street and found said cow on said street with a cord about 40 feet long tied to her horns on the West side of the said street and said cord was extended across said street and attached to a small stake or pin slightly driven into the ground on the East side of said street.

And said pin or stake was so slightly driven into the ground that it could be and was easily torn up by a small boy about 12 or 14 years of age, and said cow was not in the charge of any person, Said cow and rope so situated was obstructing the street and endangering traffic. That he thereupon caused said cow to be driven to the Public Pound and as soon as he had confined her therein the same was replevined from him by the plaintiff.

That plaintiff made no proper demand for said cow or tender of fees or costs.

Defendant was entitled to hold said cow until the fees allowed by law for taking the same up had been paid. Wherefore he prays Judgment against said plaintiff for the sum of Seventy-five cents and costs.

S. S. Gardiner Atty. for Deft.

State of Ohio,
Union County ss

John Cunningham, being duly sworn says he is the defendant in above case, that the facts and allegations in the foregoing answer, and answers to interrogatories are as he believes true

John Cunningham.

Sworn to and subscribed before me this 2nd day of April, 1889.

Seal W. W. Landes, Notary Public.

Answer of Defendant to Interrogatories.

Answer to Interrogatory --- One. No.
Answer to Interrogatory --- Two. No.
Answer to Interrogatory --- Three. No. I cannot her
to be unloosed and driven to Her Public Pound.
Answer to Interrogatory --- Four.

She was upon the Public Street, to-wit: Brookins Street in the Village of Richwood with a cord tied to her horns and upon the West side of the said Street, and said cord extended across said street and was attached to a small pin or stake slightly driven in the ground on the East side of said Street.

Answer to Interrogatory ----- Five.

She was at large upon the said street in the manner above stated. She was not securely fastened to anything.

Answer to Interrogatory ---- Six.

I claim no ownership in said Animal; and no right to take her up and detain her except under the Ordinances of said Village, and under the Statutes of Ohio.

Entry

Afterward, on the 18th day of June, 1887, Entry
5622 was made on the Journal by the Clerk of said Court
Sarah Cook
vs
John Cunningham

Journal 15, Page 122

This day came the parties to this action, also came the following named persons as Jurors, to-wit:

1st John Barnes	5th Oliver Shaw	9th S. C. Bailey
2nd David M. Maher	6th E. B. Southwick	10th James Eadleman
3rd L. S. Thompson	7th Ray G. Moser, Jr.	11th S. A. Martin 2nd
4th E. G. Freeman	8th J. O. Henton	12th Moses Thompson

who were duly impaneled and sworn according to law and the said Jurors having heard the evidence in part and the hour of adjournment having arrived, this cause was continued until to-morrow morning at half past eight o'clock.

Entry

Afterward, on the 19th day of June, 1887, the following
5622 Entry was made on the Journal by the Clerk of Court.
Sarah Cook
vs
John Cunningham

Journal 15, Page 123.

This day came the said parties, also came the Jury heretofore impaneled and sworn, and the said Jury having heard the remaining evidence in this case, the

argumrnt of counsrl and chargr of thr Court, rrtird to thrir Room in chargr of thr Sheriff for consultation.

And now comr said Jury into oprn Court, and statr that thry arr unablr to agrrr upon a Vrrdict.

Whrrrupon thry arr by thr Court, discharged from furthrr considrration of this casr, and thr cusr is continurd.

Rrply

5622

Afterward, on thr 18th day of Novembr, 1889, a Rrply was filed with thr Clrrk of said Court.

Sarah Cook
vs
John Cunningham

Court of Common Pleas
Union County Ohio.

Thr plaintiff for rrply to said answrr says shr denirs that at thr time dfrndant took said cow, shr was running at largr and says shr was not grazing on any strrt of Richwood and was not tird to a stakr by a forty fool ropr, but says shr was sccurely tird to a stakr on plaintiffs premises by a ropr not ovr nine fet from hrr hrad to said stakr and denirs that any complaint, notice or warning had brrn madr by dfrndant or any othrr prrson to plaintiff in rrgard to said cow being at largr and denies that said cow or thr rope attached to her in any way obstructed said strrt or worr on said strrt until shr was loosrd by dfrndant.

Thrrfor plaintiff prays Judgmrnt as shr did in hrr original petition.

O. R. Skrr and
J.W. Robinson, Atty for Plff.

The State of Ohio,
Union County ss

Alba Cook, Agrnt of plaintiff, being sworn, dposrs and says hr is agrnt of thr plaintiff in thr forgoing causr and plaintiff is in frebl health and not at Marysvillr this day and said said affiant says thr facts and allegations of thr forgoing Rrply arr within his prrsonal knowldgr and thr same arr trur.

Alba Cook.

Sworn to bfor mr and signrd in my prrsrnce this 18th day of Novmbr, 1889.

R Wm. Crory, Clrrk.
By W. M. Winget, Dprty

Entry

Afterward, on thr 18th day of Novmbr, 1889, thr following Entry was madr on thr Journal by thr Clrrk.

5622

Sarah Cook
vs
John Cunningham

Journal 15, Pagr 190.

This day came thr parties by thrir

attorneys, also came the following named persons as Jurors, to-wit:

1st Stephen Long 5th Bradley Sprague 9th A. H. Olds
2nd L. H. Warbs 6th R. H. Finley 10th William Jordon
3rd W. H. Bennett 7th William Lear 11th Nesbit January
4th Harid Rea 8th Joseph Norris 12th John S. Cartmell

who were duly impanneled and sworn according to law: and the said Jury having heard the testimony adduced this cause was continued until tomorrow at 9 Oclock.

Entry

5622

Afterward, on the 19th day of November, 1859, the following Entry was made on the Journal by the Clerk.

Sarah Cook
vs
John Cunningham

Journal 15, Page 191

This day again came the parties by their attorneys, also came the Jury heretofore impanneled and sworn in this action. And the said Jury having heard the arguments of counsel and the charge of the Court, retired to their Room in charge of the Sheriff, for deliberation.

And now comes said Jury into open Court with their Verdict in writing signed by their Foreman and say, to-wit:

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 at the sum of $0.05

Joseph Norris, Foreman

Motion

5622

Afterward, on the 22nd day of November 1859, a Motion was filed with the Clerk of Court which reads as follow:

Sarah Cook
vs
John Cunningham

Court of Common Pleas
Union County Ohio

The defendant now comes and for motion herein asks the Court to set aside the verdict heretofore returned by the Jury on the trial of the above entitled case and for cause says:

1st. That the Verdict is not sustained by sufficient evidence and is contrary to law.

2nd. Newly discovered evidence material for the defendant herein, which he could not with reasonable diligence have discovered and produced at the trial.

3rd. Error of law occuring at the trial and excepted to by the party making the defendant herein.

S. S. Gardiner and
H. W. Ayers Attys for Deft.

Entry

Afterward, on the 4th day of December, 1889, the following Entry was made on the Journal by the Clerk.

5622 Sarah Cook

vs

John Cunningham

Journal 15, Page 208

This day came on this cause to be heard on the Motion for New Trial whereupon the Court overrule said motion. And thereupon it is considered ordered and adjudged by the Court that the plaintiff recover of the defendant the costs herein expended taxed to $--- To all of which the defendant excepts.

Attest R M Conry Clerk

Ohio) Court of Common Pleas.
Union County) ss.

Be it remembered that on the 4th day of November, A.D. 1889, the following proceedings were had in the Court of Common Pleas within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty.

Be it remembered that, heretofore, to-wit, on the 28th day of June, A.D. 1888, W. M. Heaume filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Jesse Shirk, to-wit:

Samuel F. Walker by W. M. Heaume, Guardian

vs

Jesse Shirk

Court of Common Pleas.

Union County, Ohio.

W. M. Heaume says he is the Guardian of said Samuel F. Walker duly appointed and qualified by the Probate Court of Union County Ohio, on or about the 22nd day of May 1888 and is now his legal Guardian.

Plaintiff says there is due from said defendant on a certain promissory note of which the following is a copy with all credits and indorsements.

"Copy of Note."

"Mt. Victory, Ohio, June 16th, 1888.

"One day after date I promise to pay W. M. Heaume "Guardian of Samuel F. Walker One hundred dollars ($100.00) "for value received.

"Witness Jesse his mark Shirk

"Mathew Lingrel

There is due plaintiff from defendant on said note, the sum of $100.00 which he claims with interest from the 16th day of June, 1888 at 6 per cent. Wherefore plaintiff

asks Judgment against Defendant in the sum of $100 &c.
with interest at 6 per cent. from the 28th day of June, 1888.
W. S. Hoopes, Atty. for Plff.

Answer

from t

State of Ohio,
Union County ss

5576

Her said W. M. Haines being sworn, say
the above facts and statements are as the believe true.
William M. Haines
Sworn to and subscribed in my presence by said
Haines this 28th day of June, 1888.
Seal
R. McCrory, Clerk.

Afterward, on the 28th day of June, 1888, a Summons

Summons

was issued by the Clerk of said Court.

The State of Ohio
Union County, ss

5576

To the Sheriff of the County of Union.
We command you to notify Jesse Shirk
that he has been sued by W. M. Haines in the Court
of Common Pleas of Union County, and that unless he
answer by the 28th day of July A. D. 1888 the petition of
said W. M. Haines against him filed in the Clerk's Office
of said Court, such petition will be taken as true, and
judgment rendered accordingly.
You will make due return of this summons on
the 9th day of July A. D. 1888.
Witness my hand and the Seal of said Court,
Seal
this 28th day of June, A. D. 1888, at Marysville, Ohio
R. McCrory, Clerk

Sheriffs Return

And afterward, on the 29th day of June A. D. 1888, the
Sheriff of said County returned said summons to the
Clerks Office in said County, which return is as follows:

Service	$	30
Mileage	2	56
Copy		20
Total	$3	06

The State of Ohio
Union County, ss

Received this Writ June 28th
A. D. 1888 at 5 o'clock P. M. And pursuant to its
command, on the 29th day of June A. D. 1888. I
served the same by handing a true copy thereof with
indorsements thereon to the within named Jesse Shirk.
M. Hopkins, Sheriff
Per F. S. Wall.

Motion

Afterward, on the 29th day of October, 1888, a Motion
was filed with the Clerk of said Court of Common Pleas.

5576

Samuel F. Walker by
W. M. Haines, Guardian
vs
Jesse Shirk

Court of Common Pleas,
Union County, Ohio.

The Defendant appearing solely for the
purpose of this motion and not intending thereby to enter
his appearance, move that the petition of Plaintiff be stricken

from the file for want of verification.

H. S. Arthur, Atty. for Plff

Answer 5576

Afterward, on the 12th day of November, 1888, Answer was filed with the Clerk of said Court which reads as follows:

Samuel F. Walker by W. M. Haines, Guardian
vs
Jesse Shirk.

Court of Common Pleas, Union County, Ohio

The Defendant Jesse Shirk for answer to plaintiffs petition says, he denies that he signed or executed the note in the petition described.

2nd. For the Second Defence the Defendant says: That he executed and delivered to the said W. M. Haines as such Guardian a paper purporting to be a receipt, which receipt Defendant has never yet received, and which receipt was to be returned to this Defendant, when he, this Defendant should bring or the following Monday morning $100.00 from said Samuel F. Walker.

3rd. For a Third Defence the Defendant says:

That he did obtain from said Walker the $100.00 and took it to the place designated by said Haines, and where said receipt was to be left, and was there and there ready to leave said $100.00, and to receive said receipt, But there was no one there to make the exchange; - That he returned home and gave to the said Walker said $100.00.

4th. For a Fourth Defence the Defendant says:

That if the receipt above set forth shall prove to be the note in said plaintiff petition described, the Defendant says, the plaintiff ought not to recover therefor for this, that he says, said note was obtained from him without any valuable or legal consideration whatever by the misrepresentation and wrong of the plaintiff, the plaintiff knowing them to be wrong in the manner following, to-wit:

The said W. M. Haines represented himself to the defendant to be and he was the Guardian of said Walker, and as such Guardian for said Walker had this defendant arrested on the pretended and groundless charge of embezzlement, and says that in order to avoid further prosecution for such pretended charge and to avoid further litigation and expense therein and to settle the same he did sign a receipt as above stated. And if it shall prove to be the Note in the petition described, such Note was obtained by the misrepresentation and wrong of the said plaintiff without consideration as aforesaid, and which note was obtained in an illegal manner and against public policy, and is void. The Defendant says

that the only consideration for said Note or receipt was the promise and agreement of the said W. M. Haines as aforesaid to not further prosecute said pretended charge of embezzlement, which consideration was illegal against public policy and therefore void. Wherefor defendant prays Judgment.

F. T. Arthur, Atty for Deft.

State of Ohio,
Union County ss

The said Jesse Shirk, defendant, being duly sworn, says the above facts and statements are as he verily believes true.

Jesse his X mark Shirk.

Sworn to and subscribed in my presence by said Jesse Shirk this 24th day of October, A. D. 1888.

Seal

R. McCrory, Clerk.

Demurrer Afterward, on the 8th day of June, 1889, a demurrer was filed with the Clerk of said Court.

5576 W. M. Haines
vs
Jesse Shirk
| Court of Common Pleas,
Union County, Ohio.

The plaintiff demurs to the Second, Third and Fourth causes in defendants answer on the ground that they do not state facts sufficient to constitute a defence.

W. S. Hoopes, Atty for Deft.

Amended Answer Afterward, on the 11th day of November, 1889, Amended Answer was filed with the said Clerk which is as follows:

Samuel F. Walker by his Guardian W. M. Haines
vs
Jesse Shirk
| To the Court of Common Pleas of Union County, Ohio.

Now comes the defendant and for answer to the petition says:

That he admits that the plaintiff is the Guardian of Samuel F. Walker. But this defendant denies each and every other allegations in said petition.

For a Second and further defence the said defendant says:

That the said Samuel F. Walker since the beginning of the year 1887, has been an invalid and wholly unable to care for himself so far as his physical health was concerned but of sufficient mind as the affiant believes to attend to ordinary business.

That during the year 1887. the defendant boarded and took care of said Walker for the term of six weeks, and also took care of him and furnished him board, washing and attendance from the First of February, 1888, until the 16th of August 1888.

The said Walker was a soldier in the late war and

and was granted a pension by the U. S. Government of $50.00 per month, which money was for his support.

The said Walker drew his pension in the month of June, 1888, while at the residence of the defendant and had the same in his possession amounting to $150.00

The said W. M. Haines about the 8th of June, 1888 caused the defendant to be arrested for the embezzlement of said money and a hearing was to be had before a Justice of the Peace in Hardin County, Ohio. The defendant waived an examination and gave bail for his appearance before the Court at Kenton. That after said arrest and in settlement of said criminal prosecution the said Haines proposed to the defendant that if the defendant would bring to the office of the said Justice of the Peace on the following Monday the sum of One Hundred dollars, then said defendant should have the sum of Fifty dollars, and said Haines would drop said prosecution and cause the same to cease, and the defendant in order to get rid of said prosecution, which the allegations was false and groundless, agreed to the said proposition of said Haines with the proviso that he would bring said money if the said Walker would let him have it to bring.

The defendant says that said Haines mailed him to sign a receipt for said $50.00 and it is the recollection of this defendant that he did make his mark to some paper supposing it to be a receipt.

The defendant cannot read or write and does not know what the paper was that he signed, but supposed it was a receipt only. The defendant says that he went home from said Justice of the Peace and on Monday morning the said Walker gave him the money to take to said Justice of the Peace where the same was to be left and said Justice was not at home and this defendant after waiting quite a while and learning that said Justice was gone from home defendant returned home and gave said money back to said Walker and has never had it since or any part of it.

The defendant says that if he made his mark to a paper that day or any day that was a note of that description of the one set up in the petition he did not know it and did not intend to do it that there was no consideration for said note if it should turn out that defendant made his mark to the same and the same was procured from him in the settlement of a groundless prosecution for a felony and the same is void.

The defendant says by way of cross-petition that he kept the said Walker during the year 1887 for more than 46 days and during the year 1887, for more than 140 days

and during that time the said Walker was so physically helpless as to draw $50.00 per month pension for total disability, and that it was reasonably worth at least one dollar per day to keep him and care for him and that there was due from the said W. M. Haines as such Guardian to this defendant the sum of two hundred and thirty dollars for so keeping, caring for and maintaining the said Walker, for which sum and the interest thereon the plaintiff is entitled to judgment; computing the interest on $46.00 from December 1st, 1887, and on $190.00 from August 16th, 1888.

Wherefor the said defendant asks judgment against the said W. M. Haines as such Guardian in the sum of $230.00 with interest as aforesaid, and for all proper relief.

J. H. Cameron and
F. F. Arthur, Attorneys for Deft.

The State of Ohio,
Union County, ss

Jesse Shirk, defendant, being first duly sworn says: the facts stated and allegations made in his foregoing answer are true as he believes.

Jesse his mark Shirk

Sworn to before me and signed in my presence this 11th day of November, 1889.

R. McCrory, Clerk
By W. M. Wingert, Deputy.

Reply

Afterward, on the 14th day of November, 1889, Reply was filed with the Clerk of said Court which is as follows:

5576

Samuel S. Walker by his Guardian W. M. Haines
vs
Jesse Shirk

Court of Common Pleas
Union County, Ohio.

The plaintiff for reply says that he admitted that said Walker was a soldier in the late war and that he draws a pension of $50.00 per month and that said Walker is an invalid, and that said Shirk can not read or write and that said Shirk was arrested for embezzlement before a Justice of the Peace in Hardin County. And says he does not know how long said Walker was with said Shirk and therefor denies that he was there as alleged in said answer, and denies that he is indebted to said Shirk for the keeping of said Walker or in any other way, and denies each and every other allegation in said answer.

Wherefor said plaintiff prays as in his said petition.

W. S. Hoops,
Atty for Altf.

Entry

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State of Ohio
Union County ss

Ihr said W. H. Hainrs, bring sworn, says ihr facts statrd in ihis rrply arr ihrur as hr bilivrs.

W. H. Hainrs

Sworn to brfor mr and signd in my prrsnc ihis 14th day of Novmbr, 1889.

R. M^c Crory. Clrk.
By W. M. Wingrt, Drputy.

Entry

Afthrward, on ihr 14th day of Novmbr, 1889, ihr following Entry was madr on ihr Journal by ihr Clrk

5576 W. H. Hainrs vs Jrsr Shirk | Journal 15, Pagr 183.

Ihis day cam ihr partirs hrrin, by ihir attornys; also cam ihr following namd prsons as Jurors, towit:

1st Lr. H. Warbs	5th R. H. Finlry	9th Wm Jordon
2nd W. Hr. Bowrtt	6th Wm Lowr	10th Hlard Swartz
3rd Hlard Rra	7th Jozph Norris	11th Urbit January
4th Bradly Sprague	8th A. Hr. Olds	12th John S. Carturtt

who wrr impanrld and sworn according to law, and thrrupon ihr cas cam on for hraring on ihr plrading, and rvidnc. And ihr said Jury having hrard ihr tstimony adducd in part said caus was continud until tomorro morning at 8½ o'clock.

Entry

Afthrward, on ihr 15th day of Novmbr Sd Entry was madr on ihr Journal by ihr Clrk of said Court.

5576 W. H. Hainrs vs Jrsr Shirk | Journal 15, Pagr 184.

Ihis day again cam ihr said partirs by ihir attornys and also cam ihr Jury thrrtofor impanrld and sworn and ihr trial procrdd, and ihr said Jury having hrard ihr rmaining tstimony ihr argumnts of counsl and chargr of ihr Court, rtird to ihir room in chargr of ihr Shrriff for deliberation and now com ihr said Jury into Opn Court with ihrir Vrdict in writing signd by ihrir Forman and say:

We, ihr Jury, bring duly impanrld and ihr issus in ihis cas in favor of ihr plaintiff and assss ihr amound due to ihr plaintiff from ihr dfrndant at ihr sum of $108.50

W. Hr. Bowrtt, Forman.

Motion for New Trial 5576

Afterward, on the 18th day of November, Motion for New Trial was filed with the Clerk of said Court William M. Haines Guard &c:

vs

Jesse Stirk

the defendant more for a New Trial, for the following reasons, to-wit:

First. The damages given by the Jury are excessive

Second. The verdict is against the weight of the evidence and the law.

Third. The Court erred in rejecting evidence offered by the defendant.

Fourth. The Court erred in charging the Jury.

Fifth. The Court erred in refusing to charge the Jury as requested by the defendant.

Sixth. The Court erred in admitting evidence against the objection of the defendant.

Seventh. There was error of law occurring at and during the trial, and excepted to at the time by the defendant.

J. L. Cameron and

S. S. Arthur Attys for Defl.

Entry 5576

Afterward, on the 12th day of December, 1887, an Entry was made on the Journal by the Clerk of said Court which reads as follows:

W. M. Haines

vs

Jesse Stirk

Journal 15, Page 221

This cause now coming on for hearing on the motion of the defendant for a New Trial, the Court on consideration overrule the same.

It is therefor considered by the Court that the said William M. Haines, Guardian recover from the said Jesse Stirk the said sum of $108.50 as heretofore found due him together with his costs herein expended.

Attest

R. M. Lowry clerk

Petition 5551

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Olras continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Olras of the State of Ohio, before the Honorable John A Price, Judge of said Court of the term of March, Xovit, on the 4th day of March in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, Xovit, on the 6th day of May, A. D. 1888 Emma Eversole filed in the Clerk's Office of the said Court of Common Olras the following Petition against Calvin Eversole, Xovit:

Petition	Emma Eversole	
	vs	Court of Common Olras,
5551	Calvin Eversole	Union County Ohio.

She said Emma Eversole, plaintiff says, she is a resident of Union County, Ohio, and that she has been a bona fide resident of the State of Ohio, continuously for one year and more last past.

On the 4th day of November, 1874 she was married to the defendant Calvin Eversole and the following children were born of such marriage.
Everett Eversole, born September 13th, 1875. Charles Eversole born September 5th, 1878. Frank Eversole, born November 11th, 1881. Leona Eversole born January, 30th, 1884.

Plaintiff says she has always conducted herself as a true and faithful wife to said Calvin Eversole and that the said Calvin Eversole abandoned her without good cause on the 15th day of May, 1888; that he left the said County of Union and absconded on said day and took with him a certain woman named Lovie Gordon, with whom he has been living in adulterous intercourse since, at the City of Columbus, Ohio.

On the 21st day of April, 1888 at the house of John Gordon in the Township of Jerome in the County of Union, Ohio, the defendant committed adultery with the said Lovie Gordon and at various other times and places.

She defendant is possessed of the following personal property: One Engine and Separator; one Traction Engine; one fencing machine; one saw-mill; one Draper self-binder; 5 horses; nine head of year and two year old cattle; seven head of hogs; two wagons; two ploughs; 3 sets of Harness; and some other farming utensils and property.

Part of the said machinery above described plaintiff believes to be encumbered with chattel mortgage, and it is all old and its value is not more than $500.00.

One Charles Smith claims to have bought said nine head of cattle from defendant and plaintiff believes and

avrrs said salr to br fraudulrd.

Said Calvin Evrrsolr is aboid to disposr of or rncumbr and squandrr and wastr said properly so as to drfrat plaintiff frau obtaining alimony thrrrin and is aboid to procrrd fraudulently to convert thr samr to his own usr for thr purposr of placing thr samr beyond thr rrach and drprivr thr of thr benefits thrrrof.

Wlrrrfor plaintiff asks that alimony for thr sustrnancr and rfprnsrs during thr pendrncy of thr suit and an allowancr for thr support of said minor children br grantrd thr. And that on final hraring shr may br drcrrd rrasonablr alimony out of thr proprrly of said Calvin Evrrsolr and that samr br madr a chargr on abovr drscribd proprrty, and that thr drfrndants Calvin Evrrsolr and Charlrs Smith br rnjoinrd frau disposing of or disturbing or interfrring with said proprrty in thr rrar time and thr custody of said children and such othrr rrlrf as is proper.

Colr and Babr Atty. for Ptf.

State of Ohio, }
Union County ss }

Emma Evrrsolr, bring first duly sworn says shr is thr plaintiff in thr abovr action and that thr facts statrd and allrgations in thr forrgoing pritition arr trur.

Emma Evrrsolr.

Sworn to and subscribd to brfor mr this 16th day of May 1888.

{seal} W. W. Mrrchant, Notary Public.

Affidavit for Publication

Afterward, on thr 16th day of May, 1888, Affidavit for Publication was filrd with thr Clrrk of said Court.

Emma Evrrsolr
vs
Calvin Evrrsolr } Court of Common Pleas, Union County, Ohio

Emma Evrrsolr, thr abovr namrd plaintiff swears that srrvicr of summons and copy of thr pritition thrrrin cannot br madr upon thr said Calvin Evrrsolr within this State for thr rrason that his rrsidrnc is unknown to thr plaintiff and could not with rrasonable diligrncr br ascrrtaind. Thr said Calvin Evrrsolr lrft his placr of rrsidrncr in Jrrom Township, Union County, Ohio, in company with a crrtain woman namrd Lour Gordon, and hr is now living in adultry with hrr at sour placr to plaintiff unknown.

Said Calvin Evrrsolr abscondrd as aforsaid without informing any jrrson to affiands knowldgr of his drtrrmin-ation. This action is brought by thr said Emma Evrrsolr against thr said Calvin Evrrsolr in this Court for alimony

Proof of Publication

Affidavit for Publication

Summons and Supplemental Petition

according to the Statute in such case made and provided and further she saith not.

Emma Eversole

Sworn to and subscribed before me this 16th day of May, 1888.

{seal} W. W. Merchant, Notary Public.

Proof of Publication

Legal Notice.

Calvin Eversole, whose place of residence is unknown, late of Jerome Township, Union County, Ohio, will take notice that on the 16th day of May, 1888, in the Court of Common Pleas of Union County, Ohio, wherein the action is now pending, Being cause No. 5551, the undersigned, Emma Eversole, filed her petition against Calvin Eversole praying for alimony, and that the same be made a charge upon the following personal property of his to-wit: One engine, one separator, one tractial engine, one fencing machine, one saw-mill, one self binder reaper, five horses, nine head of cattle, seven head of hogs, two wagons, two ploughs three sets harness and other property, and that he and Charles Smith be enjoined from selling, encumbering disposing or interfering with the same and for the custody of their minor children, Ernest Eversole, aged 13 years, Charles Eversole, aged ten years, Frank Eversole aged seven years, Erona Eversole aged four years.

She said Calvin Eversole is required to answer the petition in said action not later than six weeks after the 23rd day of May, 1888, the date of the first publication of this notice, or such alimony or relief will be granted.

Printers Fees - - - $10.50 Emma Eversole

Cole and Bale, Attorneys.

The State of Ohio.

Union County ss She, undersigned, being duly sworn, says that a copy of the annexed notice was published for six weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with May 23rd, 1888.

W. A. Shearer.

Sworn to and subscribed before me this 5th day of June 1889. R. McCrory, Clerk.

Amended and Supplemental Petition

Afterward, on the 19th day of May, 1888, Amended and Supplemental Petition was filed with the Clerk of Court.

Emma Eversole

vs

Calvin Eversole, Charles B. Smith, Jacob Kramer, W. A. Kramer, Platt and Williams, Ed Waltz, J. A. McDowell, H. Harper & Co., David McClung, Sardius Ward, Harvey Davis, J. S. Black, McClure Lewis & Griswold.

Her said Emma Eversole, plaintiff, now comes and
leave of the Court first being had to file this her
amended and supplemental petition says:
That since the
filing of her original petition in this action on the --- day
of May, 1888 and since the granting of the injunction
this action the following named persons, defendants,
have commenced separate suits against said defendant
Calvin Eversole before J. P. McDowell, a Justice of the Peace
in and for Jerome Township, Union County, Ohio, to-wit:
Charles B. Smith, H. A. Kramer, Platt and Williams, Ed Walty
H. Harper, and Co., Hazard McClung, Sardine Ward, Harvey
Davis, J. S. Black, McCune, Lonnie and Griswold and Jacob
Kramer, and are seeking to recover Judgment against the
said Calvin Eversole for debts due them from said
Calvin Eversole.

At the time of commencing said suits each of the
said defendants Charles B. Smith, H. A. Kramer, Platt
and Williams, Ed Walty, H. Harper and Co., Hazard McClung
Sardius Ward, Harvey Davis, J. S. Black, McCune, Lonnie and
Griswold, and Jacob Kramer caused orders of attachment
to be issued by said Justice of the Peace, to accompany
the summons in each case, which was delivered to
John Riley, a Constable of said Jerome Township, Union
County, Ohio, and which commanded him to attach and
safely keep the goods, chattels, stocks, or interest in stocks
rights, credits, moneys and effects of the said defendant
Calvin Eversole in said County of Union, Ohio, not exempt
by law from being applied to the payment of their
said claims respectively.

The said John Riley served the summons in
said suits by leaving copies thereof at the residence
of plaintiff and executed said orders of attachment by
seizing the personal property described in the petition
and having the same appraised.

Plaintiff says the summons in the said suits of
H. Harper and Co., Platt and Williams, Charles B. Smith,
Ed. Walty, Sardine Ward, J. S. Black, McCune, Lonnie and
Griswold, and H. A. Kramer are made returnable on
the 21st day of May, 1888 at eight o'clock A. M. and the
summons in the said suits of Hazard McClung on the 22nd
day of May, 1888 at 10 o'clock A. M. at which time said suits
are set for trial.

Plaintiff further says that the said personal property
described in the petition is now and has been ever since
the commencement of this suit in her possession; that it
was all the property said Calvin Eversole owned at the
time he absconded. He was not the owner of any real
estate, and that the value of said property over and above

the valid incumbrance thereon is not more than $500.00

Plaintiff says she contributed greatly to the acquisition of said property by her labor and skill, that the said Calvin Eversole was ignorant and unable to read or write, that she possessed knowledge of those branches of bearing and assisted him constantly in the transaction of business and performed much necessary labor and that all of said property was acquired after their marriage and she therefore claims an equitable interest in said property and further she claims all the exemption from execution out of said property to which she may be entitled under the law, that her children are now entirely dependant upon her for support since the desertion of her husband, the said Calvin Eversole.

Plaintiff says that unless the said defendants who have commenced suits against the said Calvin Eversole before the said Justice of the Peace are restrained by order of this Court such proceedings will be had that said personal property described in the petition will be taken away from plaintiff and sold and she will be deprived of the use and benefit and proceeds of the same to her great and irreparable injury.

By reason of the multiplicity of suits commenced against said Calvin Eversole as aforesaid the costs and expenses of the same will be very great and unnecessary.

Wherefore plaintiff asks that reasonable alimony be allowed her as prayed for in the original petition and that the same may be made a charge upon the personal property described in the petition and that she may be allowed such exemptions as she is entitled to under the law and that an account be taken of her interest in said property and the same allowed her and the said H. Harper & Co., Hawid McClung H. A. Kramer, McCune Connie & Griswold, J. S. Black, Sardius Ward, Ed Waltz, Charles B. Smith and Platt & Williams be required to answer herein and set up their claim or interest in said property and against said Calvin Eversole and that they be enjoined from any further proceeding before said Justice of the Peace to attach or subject said property to sale to satisfy their claims against said Calvin Eversole and that said J. O. McDowell and John Riley be restrained from proceeding any further in said suits and for such other and further relief as law and equity may require.

Cole & Baker.

Attys for Altf.

State of Ohio,
Union County, ss.

Emma Eversole, being first duly sworn says she is the plaintiff in the above action, that the

facts stated and allegations in the foregoing amended and supplemental petition are true.

Emma Eversole

Sworn to and subscribed before me this 19th day of May, 1888.

{seal} R. M. Emery, Clerk.

Entry

5551

Emma Eversole
vs
Calvin Eversole et al

Afterward, on the 15th day of June, 1888, an Entry was made on the Journal by the Clerk of said Court.

Journal 14, Page 484.

On motion of the plaintiff and good cause being shown therefor it is ordered that an injunction be allowed to issue herein without bond enjoining the said defendants Calvin Eversole, Charles B. Smith, W. A. Kramer, Platt and Williams, Ed Waltz, H. Harper and Co., Baird Mc Clung, Sardinia Ward, Harvey Davis, J. S. Black, Mc Lemuel Dennis and Griswold, Jacob Kramer, J. P. Mc Howell and John Riley from taking under writ of attachment or otherwise or interfering in any manner with the personal property described in the petition or any other property of said Calvin Eversole which has been seized by said John Riley defendants under writs of attachment issued by said J. P. Mc Howell, J. P. defendant in suits brought by the other defendants, viz: Charles B. Smith, W. A. Kramer, Platt and Williams, Ed Waltz, H. Harper and Co., Baird Mc Clung, Sardinia Ward, Harvey Davis, J. S. Black, Mc Lemuel Dennis and Griswold and Jacob Kramer against said Calvin Eversole and which suits are still pending until the further order of this Court.

It is further ordered that John Riley be and he hereby is appointed Receiver in this cause to take possession of all the property of said Calvin Eversole so taken in attachment and hold the same subject the further order of the Court.

And it is ordered that the undertaking of the said John Riley be given in the sum of $1000 with security to the approval of the Clerk, and it is further ordered that the said Receiver leave said property on the farm where it now is in Jerome Township, Union County, Ohio, lately occupied by said Calvin Eversole and shall permit the said Emma Eversole to use the same reasonably and carefully but not to remove it from said premises

Nothing in this order contained shall prevent said defendants from prosecuting their said suits against

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Answer
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said Calvin Everson before said J. A. McMahon, Justice of the Peace, to Judgment, but after said Judgments shall have been obtained no further proceedings shall be had in said suits until further order of this Court.

And the said defendants except Calvin Everson waive summons and enter their appearance herein.

Answer and Cross Petition

Afterward, on the 6th day of September, 1888, the following Answer and Cross-Petition was filed with the Clerk of Court.

Emma Everson
vs
Calvin Everson

Answer and Cross-Petition of J. I. Case Threshing Machine Company

And now comes the defendant J. I. Case Threshing Machine Company, and for answer to plaintiff supplemental petition and by way of cross petition herein says:

That said J. I. Case Threshing Machine Company is a corporation duly created under the General Laws of the State of Wisconsin. That on the Ninth day of April, 1888 said defendant Calvin Everson made and delivered to said Company his two certain promissory notes of that date and thereby promised to pay to said Company the sum of $145.00 January 1st, 1889 and $145.00 November 1st, 1889, with eight per cent. interest on both of said amounts from date until paid.

On said April 9th, 1888 and to secure the payment of said promissory notes said defendant Calvin Everson executed and delivered to said Company his chattel mortgage on the following personal property, to-wit: One Case 10 horse Traction Engine No. 1508 Power with all the needed tools, belts, and appurtenances thereto belonging to make a complete engine. Also one Case Ten Horse Portable Engine known as "Everson Engine".

The condition contained in said chattel mortgage was in substance that if said Calvin Everson should pay or cause to be paid to said J. I. Case, Threshing Machine Company the above mentioned notes with the interest thereon then said mortgage to be void, otherwise to remain in full force and effect.

Said chattel mortgage has certain covenants and agreements therein contained which are in substance as follows: "That in case default shall be made in the payment of the notes aforesaid, or of any part thereof or the interest thereon when the same should become due and payable; or if said J. I. Case Threshing Machine Company its successors or assigns shall feel themselves insecure or unsafe, or shall fear diminution, removal, or waste of said property; or if attempt be made to sell or assign the said goods and chattels or any interest therein;

or if any writ, or process shall be issued on said goods or chattels, or any part thereof; then, and in any or either of the aforesaid cases all of said notes and any note or notes taken in lieu or for renewal thereof, and said sum of money thereby secured, both principal and interest shall, without notice become at once due and payable, and the said J. Case Threshing Machine Company, its successors or assigns, or any of them shall thereupon have the right to take immediate possession of said property, and for that purpose, may pursue the same wherever it may be found, and may enter any of the premises of the said Calvin Forsyth without or with force or process of law, wherever the said goods and chattels may be, or supposed to be, and search for the same, and if found, to take possession of and remove, sell and dispose of the said property or any part thereof, at public auction, or private sale, at which sale said Mortgagee or its legal representatives may purchase, and out of the money arising from such sale, to retain all costs and charges for pursuing, searching for, taking, removing, keeping, storing, advertising, and selling such goods and chattels, and all prior liens thereon, together with the amount unpaid upon said notes or any note or notes taken in lieu or renewal thereof, whether in time or to become due, rendering the surplus if any remains, unto said Calvin Forsyth or to his legal representatives, whereupon the property is to remain in peaceable possession of the said C. Forsyth.

On the 18th day of April, 1888 at 6 o'clock, P. M. said mortgage was duly filed with H. S. Gillespie, Clerk of Jerome Township, Union County, Ohio, which was the Township in which said property was situated.

On July 16th, 1888 said J. D. Case, Threshing Machine Company took possession of the Traction Engine mentioned in said chattel mortgage and under the terms of said chattel mortgage, and sold the same for $225.00. The expense of selling said property amounted to $4.50 leaving a balance to be credited on said indebtedness of $220.50 of the date of July 16th, 1888.

This defendant asks that all its interests be protected and that if said property mentioned in said chattel mortgage is sold by order of this Court that it be decreed the amount of its indebtedness still remaining unpaid out of the proceeds of such sale and for all proper relief.

Brodrick and McCampbell Attys. for J. D. Case Threshing Machine Co.

The State of Ohio
County of Union ss

John M. Brodrick, being sworn, makes oath that he is one of the duly authorized attorneys for said

Defendants Report

5551

Entry

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Affidavit of J. D. Carr, Shredding Machine Company. That said Company is a non-resident of said County of Union and that the facts stated in the foregoing answer and cross-petition are, as affiant believes, true.

John M. Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this sixth day of September A. D. 1888.

Seal R. McElroy, Clerk

Receiver's Report

Afterward, on the 6th day of March, 1889, Report of Receiver was filed with the Clerk of said Court.

5551 Emma Eversole
vs
Calvin Eversole

Court of Common Pleas,
Union County, Ohio.

Now comes John Riley, Receiver, and having been authorized by the plaintiff and the attaching creditors to sell and dispose of said property makes the following report of his proceedings.

Cash received	$184.00
James Black, Note	$100.00
William Richard, Note,	$102.50
Eli Shoor "	$85.25
Leonard Sharp "	$8.15
Amount of property purchased by plaintiff	$338.75
	$868.65

Property unsold and not disposed of: One fruer machine one cart and log chains, refuse lumber. The value estimated at about Fifty dollars.

Paid out as follows:

Brit Evans, Auctioneer	$7.00
Moony, Clerk	$1.00
Corn purchased for feeding stock	$4.55
Eversole Boys for feeding stock	$2.50
My charges for expenses	$10.00
	$25.05

John Riley

Entry

Afterward, on the 6th day of March, 1889, the following Entry was made on the Journal by the Clerk of said Court

5551 Emma Eversole
vs
Calvin Eversole et al

Journal 15, Page 33.

Now comes the plaintiff and the defendant Calvin Eversole 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 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 adultery and that by reason thereof the plaintiff is entitled to a divorce as prayed for it is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Emma Eversole and Calvin Eversole be and the same is hereby dissolved and both parties are released from the obligation of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be until further ordered be confided to the said Emma Eversole exclusively.

And the said Calvin Eversole is hereby enjoined from interfering in any manner with either of said children or with Emma Eversole's custody and control of them until further order of Court.

And the Court further find that the defendant Calvin Eversole was the owner of the personal property described in the petition which passed into the possession of John Riley as Receiver herein by appointment of this Court and that the proceeds of the sale of said property is now in the hands of said Receiver as shown by his Report filed March 6th, 1889.

The Court further order and adjudge that said John Riley, Receiver, as aforesaid, pay over to Cameron and Woodburn, Attorneys for the attaching creditors defendants herein cash and notes in his hands as follows: Cash $184.00, James Black note of $100.00, William Michael note $102.50, Eli Shoer note $35.25, Leonard Sharp note $8.15.

And that all the other property of said Calvin Eversole in the hands of said Receiver or described in said petition or in her possession be turned over to the plaintiff Emma Eversole as a part of her alimony with the right to use sell or dispose of the same at her pleasure including all claims and book accounts.

It is further ordered and adjudged that the said plaintiff and the said attaching creditors defendants pay all the costs herein including costs of attachment proceedings, each one-half thereof, - excepting the costs made in the divorce case No. 5684 which shall be paid by plaintiff.

It is further ordered and adjudged that the defendant Calvin Eversole in addition to the allowance heretofore made pay to plaintiff as her reasonable alimony the sum of $500.00

Motion

5551

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Motion

Afterward, on the 4th day of April, 1889, a motion was
5551 filed with the Clerk of said Court

Emma Eversole
vs
Calvin Eversole et al | Court of Common Pleas, Union County, Ohio.

And now comes the defendant, "The J. D. Case Threshing Machine Company", and moves the Court to modify the Journal Entry made herein on March 6th 1889 as recorded in Journal 15, Page 33 of the Journal of this Court in this to-wit: That said Receiver be required to pay the claim of this defendant as set forth in its answer and cross-petition herein, for the reason that the same was a lien on the property taken by said plaintiff

John M Brodrick &c
Jas. S. Mc Campbell, Attys. for Defts.

Entry Afterward, on the 4th day of April, 1889, the following
Entry was made on the Journal by the Clerk of said Court.

5551 Emma Eversole
vs
Calvin Eversole et al | Journal 15, Page 80

This day this cause came on for hearing on motion of the defendant "The J. D. Case Threshing Machine Company" to modify the Journal Entry herein made on March 6th, 1889 as recorded in Journal 15, Page 33 of the Records of this Court, and the same was argued by counsel and submitted to the Court. On consideration the Court do sustain said motion.

It is therefore considered, ordered and adjudged by the Court that said Journal Entry aforesaid be modified as follows: It is further considered ordered and adjudged by the Court that said Receiver John Riley pay to said defendant "The J. D. Case Threshing Machine Company" within thirty days from the Entry here of the amount of its said claim, to-wit: the sum of Seventy-nine $^{79}/_{100}$ dollars with eight per cent interest thereon from March 4th, 1889, and if necessary to carry into effect this order of the Court full authority is hereby given said Receiver to re-possess himself of the said engine set forth in the answer and cross-petition of said defendant "The J. D. Case Threshing Machine Company" and to sell the same as upon execution, and out of the proceeds to pay the costs of such sale and the said amount due said defendant "The J. D. Case Threshing Machine Company" and to pay the remainder of said proceeds to said plaintiff Emma Eversole.

Order to Receiver

Emma Eversole vs Calvin Eversole et al

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

The State of Ohio ss
County of Union

To John Riley, Receiver

in the above entitled cause.

You are hereby notified that said Court of Common Pleas of Union County, Ohio, made the following order, to wit: "It is further considered, ordered and adjudged by the Court that said Receiver John Riley pay to said defendant "The J. D. Case Threshing Machine Company within thirty days from the entry hereof the amount of its said claim, to wit: the sum of seventy-nine 9/10 5-9/100 dollars with eight per cent. interest thereon from March 4th, 1889, and if necessary to carry into effect this order of the Court full authority is hereby given said Receiver to repossess himself of the said engine set forth in the answer and cross-petition of said defendant The J. D. Case Threshing Machine Company and to sell the same as upon execution, and out of the proceeds to pay the costs of such sale and the said amount due said defendant "The J. D. Case Threshing Machine Company, and to pay the remainder of said proceeds to said plaintiff Emma Eversole."

This is therefore to command you to proceed without delay and carry out said order of Court and of your proceedings herein to make due return to this Court within thirty days from the date hereof.

Given under my hand, and the seal of said Court at Marysville, Ohio, this 4th day of April A. D. 1889.

R. McCrory, Clerk of Court of Common Pleas
Union County, Ohio.

seal

Attest R McCrory clerk

Petition

5712

Olas continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, Before the Honorable John A. Price, Judge of said Court of the term of March, towit, on the 4th day of March in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, towit, on the 18th day of December, 1888, Morris W. Hill filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John Nicely et al, to wit:

Petition 5712

Morris W. Hill
vs
John W. Nicely
James B. Shelpley
and W. H. Crary

In Court of Common Pleas.

Union County Ohio

The said Morris W. Hill says that on the 13th day of September A.D. 1886 John W. Nicely and one of the above named defendants was duly appointed as one of the Constables of Paris Township of Union County Ohio.

That on said 13th day of September, A.D. 1886 said John W. Nicely executed his bond to State of Ohio in the sum of Five Hundred dollars with James B. Shelpley and Wm H. Crary as his sureties, a copy of which bond is hereto attached marked "A" and made a part of this petition.

The condition of said Bond is as follows, to-wit:
"Whereas the above named John W. Nicely was on the 13th day of September, 1886 duly appointed a Constable in and for Paris Township in the County of Union and State of Ohio for the term of 8 months from the 13th day of September, 1886 and until his successor shall be elected or appointed and qualified now if the said John Nicely shall faithfully and diligently discharge his duties as such Constable then this obligation shall be void and of no effect otherwise to be and remain in full force and virtue in law.

That by virtue of said appointment said John W. Nicely received from Wm Wingert, a Justice of the Peace in and for said County of Union State of Ohio, an execution to him directed by said Justice on the -- day of -- 1886 issued upon a Judgment of J Smith Alexander vs G. A. Long and levied the same on the --- day of --- 1886 on one -- the property of the said Morris W. Hill for the debt of the said G. A. Long.

That afterward and on the 21st day of December A.D. 1886 said Morris W. Hill brought his action in replevin before Wm Smith another Justice of the Peace within and

said County against said John W. Nicely and recover
ed possession of said property from said John W. Nicely
executing a good and sufficient Bond in Replevin for
said property to the said John W Nicely as such Constable
That said cause was set for trial on the 24th day
of December A. D. 1886 and on that day said parties
met and the same was continued to 31st day of
December 1886 on which said last mentioned day
said parties met in pursuance of said adjournment
and upon the motion and showing said cause was
continued by the said defendant John W. Nicely
a Judgment rendered against him the said John W.
Nicely for $29.70 the plaintiffs cost in said action
for said time. Said cause was thereupon continued
to the 21st day of January A. D. 1887 at which time in
pursuance of said adjournment said parties met for
trial and said defendant made a further motion
for continuance of said cause which was accordingly
granted upon his motion and showing and his
cost for said time. And the said Justice rendered
a Judgment against said John W. Nicely for the
sum of --- Dollars the cost of said plaintiff for said
time. Plaintiff further says that said John W.
Nicely is wholly insolvent and no part of said cost
could be collected of him although execution issued
therefor on the 25th day of February, 1887 which was
returned unsatisfied for want of property and said John W. Nicely had
failed to require or take from his principal debtor
J. Smith Alexander a bond of indemnity and had
also failed to have said Alexander substituted as
defendant in said action as authorized by Statute
Section 5018 of the Revised Statutes of Ohio, thereby and by
other laches of said John W. Nicely violating and neglecting
his duties as such Constable, and by which violation
said plaintiff was compelled to pay said costs so adjudged
against said John W. Nicely in the sum of Fifty-nine 80/100 Dollars by virtue of the Statute of Ohio. Section 6662
He therefor prays a Judgment against said
John W. Nicely as principal and James B. Whelpley and
W. H. Crary as sureties and said Bond for said sum
of $59.80 with interest thereon from the 21st day of
January 1887 and for all proper relief in the premises
J. M. Krumrdy, Atty for Pltf

State of Ohio
Union County ss

Morris W. Hill, being duly sworn, says
the facts and allegations of the foregoing petition are as
he believe true.

Morris W. Hill

Copy of Bond

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Sworn to and subscribed by the said Morris W. Hull
before me this 14th day of December A.D. 1888.
S.S. Gardner, Notary Public.

Copy of Bond

Constable's Bond

Know all men by these presents:

That we John Nicely as principal and J. B. Whelpley and W. H. Crary as sureties are held and firmly bound unto the State of Ohio, in the penal sum of Four hundred dollars, to the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our hands and seals this day of September A.D. 1886.

The condition of this obligation is such that whereas the above bound John Nicely was on the 13th day of September 1886 duly appointed a Constable in and for Paris Township in the County of Union and State of Ohio, for the term of 8 months from the 13th day of September 1886, and until his successor shall be elected or appointed, and qualified;

Now if the said John Nicely shall faithfully and diligently discharge his duties as such Constable then this obligation shall be void, and of no effect; otherwise to be and remain in full force and virtue in law.

John W. Nicely [seal]
J. B. Whelpley [seal]
W. H. Crary [seal]

I hereby certify the above to be a true copy of a Bond now on file and in possession of the Clerk of Paris Township Union County, Ohio.

E. G. English, Township Clerk.

State of Ohio
Union County, ss

Oath.

I, John W. Nicely, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Ohio, and will faithfully discharge the duties of Constable of Paris Township in Union County and State of Ohio, during my continuance in office.

John W. Nicely.

Sworn to and subscribed before me, this 13th day of September A.D. 1886.

J. C. Guthrie, Clerk.

Praecipe To the Clerk:

Issue summons in the above entitled cause directed to the Sheriff of Union County Ohio, for John W. Nicely, James B. Whelpley and W. H. Crary. Returnable according to law for suit Constable Bond amount claimed $59 80.

J. M. Kennedy Atty for Plff.

Summons — Afterward, on the 5th day of December, A. D. 1888, a Summons was issued by the Clerk of Court.

5712 — The State of Ohio, Union County ss | To the Sheriff of the County of Union. We command you to notify John Nicely James B. Whelpley and W. H. Geary that they have been sued by Morris W. Hill in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of January, A. D. 1889 the petition of the said Morris W. Hill against them filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 31st day of December A. D. 1888.

Witness my hand and the seal of said Court this 18th day of December A. D. 1888.

Seal

R. McCrory, Clerk.

Sheriffs Return — And afterward, on the 28th day of December, 1888. the Sheriff of said County returned said summons to the Clerks Office in said County, which return is as follows:

Service	$	60
Mileage	1	60
Copy		60
Total	$2	80

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

Received this Writ December 18th A. D. 1888, at one o'clock P. M. and pursuant to its command, on the 19th day of December A. D. 1888, I served the same by delivering to the within named defendants John Nicely and James B. Whelpley a true and certified copy of this writ with the endorsements thereon and on the 27th day of December by delivering to the within named defendant W. H. Geary a true and certified copy of this writ with the endorsements thereon.

M. Hopkins, Sheriff.

Demurrer — Afterward, on the 17th day of January, 1889, a Demurrer

5712 — was filed with the Clerk of said Court.

Morris W. Hill
vs
John W. Nicely
James B. Whelpley
and W. H. Geary

Court of Common Pleas.

Union County Ohio.

The defendant James B. Whelpley, now comes and demurs to the petition of plaintiff and for ground of demurrer says:

That said petition does not state facts sufficient to constitute a cause of action against said defendant.

Potter and Potter, Attys. for Whelpley.

Entry

Afterward, on the 2nd day of April, 1889, the following entry was made on the Journal by the Clerk of said Court.

5712 M. W. Hill vs J. B. Whelpley | Journal 15, Page 74.

This day this cause coun on to be heard upon the demurrer filed by J. B. Whelpley against the petition of plaintiff, and was argued by counsel in consideration whereof the Court sustain said demurrer. And the plaintiff not desiring to amend his petition or further plead said petition is dismissed at plaintiff cost.

It is therefor considered that the defendants recover of plaintiffs their costs herein taxed at $---.

Attest
R M Curry clerk

Olas continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John S. Price, Judge of said Court of the term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine

Be it remembered that on the 9th day of November, 1889, Billie Brame filed in the Clerks Office of the said Court of Common Pleas the following Petition against John Brame

Petition — Billie Brame vs John Brame | Union County Court of Common Pleas.

5891 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.

Plaintiff further says that on the 15th day of January 1884 she was legally married to defendant whom she prays may be made a party hereto.

She further says that she has always conducted herself toward the defendant as a faithful and obedient wife. But the defendant disregarding his marital duties has been wilfully absent for more than 3 years last past. And also has been guilty of gross neglect of duty during all of that time.

During their marriage they had born to them one child namely James E. Le. Brame, now past four years of age who is now in the custody of the plaintiff.

Plaintiff therefor prays that upon the final hearing of this petition she be divorced from the said defendant John Brame. And that she be decreed the custody, care

and control and education of said James E. Te. Brans and
for all proper relief in the premises.

Billie Brans by
J. M. Kennedy, Her Atty

State of Ohio,
Union County. ||

Billie Brans, being duly sworn says the defendant John Brans is a non-resident of Union County Ohio, that his place of residence is wholly unknown to plaintiff, that he left North Lewisburg, Ohio, where he had been living about three months ago and went to parts unknown to the plaintiff, since which time she has been unable to learn of his whereabouts, and that this case is one mentioned in Section 5048 of the Revised Statutes of Ohio.

Mrs Billie Brans

Sworn to and subscribed by the said Billie Brans before me this the 9th day of November, A. D. 1889

A. P. Ruggles, Notary Public.

Proof of Publication

Legal Notice.

John Brans whose place of residence is unknown will take notice that Billie Brans did on the 9th day of November, 1889, file her petition in the Court of Common Pleas of Union County, Ohio, charging said John Brans with willful absence and gross neglect of duty for more than three years and praying for divorce and custody of minor child.

Unless said defendant answers said petition by the 21st day of December A. D. 1889, said petition will be held true and judgment rendered accordingly.

Billie Brans by
J. M. Kennedy, Her Atty.

The State of Ohio,
Union County ss ||

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, the first publication beginning with November 14th, 1889.

A. J. Kerr.

Sworn to and subscribed before me this 28th day of December, A. D. 1889

R. W^m Leroy, Clerk.

Entry

Afterward, on the 7th day of January, 1890, the following Entry was made on the Journal by the Clerk of said Court.

5891 Billie Brans
vs
John Brans ||

Journal 15, Page 230

This day this cause came on to be heard upon the petition of the plaintiff the defendant being in default for answer or demurrer and the Court being fully advised

finds for the plaintiff as follows:
First. That due notice by publication had been made upon the defendant in the Marysville Journal, a paper in general circulation in the County.
Second. That the plaintiff and defendant were duly married as alleged in the petition.
Third. That the defendant had been guilty of gross neglect and wilfull absence for more than three years last past.

It is therefore ordered and adjudged by the Court that the parties hereto be granted a complete divorce from each other and that the plaintiff have the custody care and education of the minor child E. E. Evans. And that the defendant have the privilege of visiting said child at all proper time and that the plaintiff recover of the defendant her costs herein taxed to ---- $.

Attest R. M. Brown clerk

For Supplemental Record See Law Record Vol. 30, Page 71

Be it remembered that on the 4th day of November A.D. 1889 came on to be heard and was continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court, of the term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, to-wit, on the 26th day of October, 1889 William Berger filed in the Clerks Office of the said Court of Common Pleas the following Petition against George Shepperd et al. . .

Petition	William Berger	In Union County
	vs	Court of Common Pleas
5885	George Shepperd and Margaretta Shepperd	

Said on the 1st day of April, 1880, for a good full and valuable consideration the said George Shepperd executed and delivered to the said plaintiff his promissory note and thereby promised to pay to said plaintiff the sum of $275 with interest at 7 per cent. from date, which note was due and payable one year from date.

The said George Shepperd failed to pay said note when it was due and finally on or about the 1st day of January, 1885 he paid up the interest then due, and payable and the said Margaretta Shepperd being the owner of a separate estate consisting of personal property and the following real estate to-wit:

Situate in the County of Union and State of Ohio and being Seventy five poles of land conveyed to said Margaretta Shepperd by deed from Valentine Zellner and Wife, dated April 4

1882, and recorded in Book No. 56, Page 346 of Union County Records of Deeds to which reference is made

She said Margaretta Shepper then in consideration that the plaintiff would give further time to said George Shepper and not push said note for collection then said Margaretta Shepper agreed to and did sign said note as surety for her said husband and the time of payment of the same was by agreement extended for one year; which time has long since elapsed and the said defendants have and still do neglect to pay said note or any part thereof, and there is now due from the defendants to the said plaintiff the sum of Two Hundred and seventy-five dollars with interest thereon from the 1st day of January, 1885 at 7 per cent. for which the plaintiff asks Judgment against the said defendants.

For Second Cause of Action the plaintiff says:

That when she signed said note the said Margaretta Shepper intended to and did bind her said separate estate with the payment thereof.

Wherefor the plaintiff prays that if said parties fail to pay said sum of money and the Judgment to be rendered thereon then and after a day to be named by the Court that an order issue to the Sheriff of said County commanding him to appraise, advertise and sell said property and apply the proceeds to the payment of the sum then due with interest and costs and for all proper relief.

J. L. Cameron, Atty for Altf.

She State of Ohio, Union County, ss

William Borger being first duly sworn says that the facts stated and allegations made in the foregoing petition are as he believes true.

F. W. Borger

Sworn to before me and signed in my presence this 26th day of October, 1889.

(seal) R. McCrory, Clerk.

Praecipe To the Clerk:

Issue summons to Sheriff of Union County

Indorse: Amount claimed $275.00 with 7 per cent. interest from January 1st, 1885, and equitable relief.

J. L. Cameron, Clerk.

Summons 5885

Afterward, on the 26th day of October, 1889, a Summons was issued by the Clerk of Court.

The State of Ohio
Union County ss

To the Sheriff of said County.

You are hereby commanded to notify George Shepper

Sheriff's Return

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and Margaretta Shepper that they have been sued by William Berger in the Court of Common Pleas of Union County, and must answer by the 23" day of November A.D. 1889 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 4" day of November, A.D. 1889.

Witness my hand and the seal of said Court this 26" day of October A.D. 1889.

Seal

R. McCrory, Clerk

Sheriffs Return

And afterward, on the 26" day of October, 1889, the Sheriff of said County returned said summons to the Clerk's Office in said County which return is as follows:

Mileage	$	16
Copy		40
Total	$	56

The State of Ohio, Union County ss

Sheriff's Return.

Received this Writ October 26" A.D. 1889 at 2 oclock P.M.

The within named defendants were not found in my County.

Thomas Martin Sheriff.

Summons 5885

Afterward, on the 31" day of October, 1889, a summons was issued by the Clerk of said Court.

The State of Ohio
Union County ss

To the Sheriff of Miami County

You are hereby commanded to notify George Shepper and Margaretta Shepper that they have been sued by William Berger in the Court of Common Pleas of Union County, and must answer by the 30" day of November A.D. 1889 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 11" day of November, A.D. 1889.

Witness my hand and the seal of said Court, this 31" day of October, A.D. 1889.

Seal

R. McCrory, Clerk

Sheriffs Return

And afterward, on the 11" day of November, 1889 the Sheriff of said County returned said summons to the Clerk's Office in said County which return is as follows:

Ser & Return	$	30
Add'l Affts		15
Mileage		16
Copy		50
Loc & Post		12
Total	$1	23

The State of Ohio
Miami County

Received this Writ on November 2", A.D. 1889 at 4 oclock P.M. and served same by handing to the within named George Shepper a true and duly certified copy of the same with the indorsements thereon. And served the within named Margaretta Shepper by leaving at her usual place of residence a like true copy of the same with the indorsements thereon on the 6" day of November 1889

A. M. Heywood, Sheriff M. Co.

Entry

6885

Afterward, on the 2nd day of December, 1889, the following Entry was made on the Journal by the said Clerk.

William Berger
vs
George Shepper and
Margaretta Shepper

Journal 15, Page 201

This day came the plaintiff by his attorny, and the said defendants being called in default for answer or demurrer, this cause was submitted to the Court upon the petition and the evidence; on consideration whereof the Court being fully advised in the premises, finds the facts stated in said petition to be true, and that there is due from the defendants to the said plaintiff upon the note in the petition mentioned the sum (including interest to the first day of this term of Court) of Three hundred and sixty-six dollars and fifty cents ($366.50) and the Court further finds that the said defendant Margaretta Shepper, at the time of incurring her liability, intended to and did charge her separate property and estate with the payment of the same.

It is therefore considered by the Court that the plaintiff William Berger, recover from the defendants George Shepper and Margaretta Shepper the said sum of three hundred and sixty-six dollars and fifty cents with interest at 7 per cent from the first day of this term of Court, and his costs herein expended; and execution is awarded against the said separate property and estate of the said defendant Margaretta Shepper therefor.

Attest R M Brown
Clerk

Olas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Olas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, to-wit, on the 20th day of February, 1889 Oliver O. Lemmon did filed in the Clerks Office of the said Court of Common Olas the following Petition against M. W. Hill Assignee &c.

Petition

5757

Oliver O. Lemmon and
Lemuel Lemmon
vs
M. W. Hill, Assignee &c of
S. M. and A. J. Blake

Court of Common Olas
Union County Ohio.

Petition

the plaintiffs say that on the 13th day of April, 1885, they bought from Jason Case and obtained from him his warranty deed for the following real estate in the County of Union in the State of Ohio viz: In Richwood Trinity Tn Lot No. 69 and 70, being 13 feet off of the South side of lot 69 and five feet off the North side of lot 70 of said Village extending the lengths of said lots.

Also the South half of the premises described as follows Beginning at a stake in the North line of land owned by James J. Thompson (recently sold to Geo. B. Hamilton) and now occupied by Samuel Myers and running with said line S 84° 43' E 48 polre to a stake in said line; thence N. 17° 40' W 13 1/3 polre; thence N. 84° 43' W 48 polre to a stake; thence S. 17° 40' E 13 1/3 polre to the beginning containing 4 acres excepting 16 feet off the West end of said 4 acre in said County of Union.

That said plaintiff at the time they bought said real estate knew that defendant as the assignee of S. M and A. J. Baker held a mortgage on said real estate given to him for the purchase money therefor for about the sum of $1200 and interest amounting to about $1300 altogether which mortgage said plaintiffs assumed to and agreed with said Case to pay off as the consideration for said deed.

After said mortgage was given and recorded said Assignee obtained a Judgment in the Court of Common Pleas of Delaware County Ohio for the sum of $369 93 besides costs on the 30th day of January 1885 against said Jason Case. That a writ of Execution issued to the Sheriff of the said County of Union on said Judgment an on attempt made to levy on said real estate but whether the same is valid and created a lien thereon or not is in dispute and for the sake of contesting its validity plaintiff say it is not valid but the same is entered on the Foreign Execution docket of said County of Union and casts a cloud upon plaintiffs title to said real estate, but the plaintiffs have no knowledge whatever of the same when they purchased said premises and paid said mortgage and not until the 14th or 15th of February 1884 when they first heard of the same.

Plaintiffs say that not knowing of said Judgment and pretended levy when they took the deed for said premises they paid the amount due on said mortgage direct to said Assignee amounting to about $1300 and not knowing of said levy and supposing said land had no liens thereon except said mortgage had said Assignee cancel said mortgage instead of assigning the same to plaintiffs and the said Assignee knew said plaintiffs were relying on the fact that said land was not otherwise encumbered and forgot and failed to mention to plaintiffs that he held said levy and

Entry

5757

Answer

5757

Waiver

Demurrer

5757

Morby the plaintiffs by mistake of the facts had said mortgage cancelled; And paid said money to said Assignee and plaintiffs say that in equity said mortgage in plaintiffs hands in the manner aforesaid is an equitable mortgage and a better and purer lien than the lien of said levy if the said levy is valid.

Plaintiffs say the sum paid as aforesaid in taking up said mortgage is all the said property is worth and all it would sell for on foreclosure if offered for sale.

Plaintiffs say the defendant ought not in equity and law to collect said Judgment by sale of said real estate but bring a trustee as assignee of said insolvents S. M. and A. J. Blake he will if not prevented by the order of the Court made to do so and said Jason Case is wholly insolvent.

Wherefor plaintiffs pray an order and decree against said defendant enjoining the enforcement of said Judgment against said property and giving the plaintiff the benefit of said mortgage by being subrogated in the stead of said Assignee as to said mortgage and for their proper relief.

J. W. Robinson, Atty. for Plff.

The State of Ohio,
Union County ss

Oliver O. Lemon, being duly sworn, deposes and says he believes the allegations of the foregoing petition are true.

O. O. Lemon.

Sworn to before me and signed in my presence this 20th day of February, 1889.

{seal} R. M^c Crory, Clerk.

D. Morris W. Hell, Assignee of S. M. and A. J. Blake waive summons to this case on me and enter my appearance in this case.

February 20th, 1889. Morris W. Hell.

Afterward, on the 21st day of March, 1889, a demurrer was filed with the Clerk of said Court.

5757 Oliver O. Lemon
vs
M. W. Hell Assignee &c:

Court of Common Pleas.
Union County, Ohio.

The defendant demurs to the petition upon the ground that said petition does not state facts sufficient to constitute a cause of action.

Wherefor defendant asks that he may go hence and recover his costs.

S. S. Gardiner, Atty. for Deft.

Entry — Afterward, on the 3rd day of April, 1889, the following Entry was made on the Journal by the Clerk of said Court.

5757 Oliver O. Lemon et al
vs
W. W. Hill, Assignee

Journal 15. Page 78

This day came on this cause to be heard on the demurrer to the petition. Whereupon the Court being fully advised in the premises do overrule the said demurrer.

Answer — Afterward, on the 11th day of May, 1889 an Answer was filed with the Clerk of said Court.

5757 Oliver O. Lemon and
Lemuel Lemon
vs
W. W. Hill, Assignee
of S. M. and A. J. Blake

Court of Common Pleas.

Union County Ohio.

Now comes the said defendant W. W. Hill Assignee and for his answer says:

First Defense: The plaintiffs are not now the owners of any part of the real estate described in the petition but have conveyed it away by warranty deed.

The first described piece to-wit: 13 feet off the South side of lots No. 69 and 5 feet off the North side of No 70 was conveyed by plaintiffs by warranty deed before this action was commenced, and the remaining portion of the real estate described in the petition has been conveyed as aforesaid by them since, to-wit: about April 1st, 1889.

Second Defense: Said defendant further answering says he avers that said Judgment was obtained by him as Assignee of S. M. and A. J. Blake as stated in the petition, but said Judgment was obtained by him as Assignee of the Union County Bank and the levy made on said premises defendant avers is a good and valid levy.

Defendant also avers that the mortgage he held on said premises and which was paid off by said plaintiffs was given for the purchase money of all of said premises, but said mortgage was given on said premises to secure the purchase money of said part of lots 69 and 70 only.

Defendant avers that he knew that plaintiffs were relying on said land land being free of incumbrances at the time they paid him the amount of said mortgage and had the same cancelled. And he avers that plaintiff made no inquiry of him in the matter.

Defendant also avers that he did not know that plaintiffs were about to purchase said premises from said Jason Case and receive his deed therefor at the time said mortgage was paid off and cancelled and defendant did not know that plaintiffs had purchased said premises of said Jason Case as stated in the petition until a short time before

this action was commenced. Defendant also denies that the amount paid by plaintiffs to him on said mortgage was all said property is worth, but said property was and is worth at least the full amount of said mortgage and Judgment and costs.

Defendant also denies that said mortgage is an equitable mortgage in plaintiffs hands and prior to said Judgment and levy.

Wherefor said defendant prays that said injunction be refused. That his said levy be allowed to remain as its present priority and that he may go hence and recover his costs.

S. S. Gardiner, Atty. for Deft.

State of Ohio,
Union County ss

M. W. Neill, being duly sworn, says he is the defendant as Assignee of S. M. & A. J. Blake in this case that the facts and allegations in the foregoing answer are as he believes true.

M. W. Neill

Sworn to and subscribed before me this 8th day of May A. D. 1884.

(Seal) W. W. Sanders, Notary Public.

Entry

5757

Afterward, on the 31st day of July, 1884 the following Entry was made on the Journal by the Clerk of said Court

O. O. Lemon et al
vs
Morris W. Neill, Assignee &c: | Journal 15, Page 141

On motion leave is given plaintiffs to file amended petition with additional parties plaintiff and said amended petition is filed instanter.

Amended Petition

Afterward, on the 31st day of July, 1884, an Amended Petition was filed with the Clerk of said Court.

Oliver O. Lemon
Lemuel Lemon
vs
Morris W. Neill Assignee &c | Court of Common Pleas
Union County Ohio

The plaintiffs Oliver O. Lemon, Lemuel Lemon, O. H. Browning and F. S. Neall respectfully represent to the Court that about the 27th day of February 1884 the defendant as Assignee of the Union County Bank took a mortgage deed from Jason Case & wife on the following real estate in Union County Ohio, to-wit: 13 feet strip off of the South of lot 69 in Richwood of Union County and five feet off of the North side of lot 70 of said village extending back the length of said lots.

Also the South half of the following premises in said County

Beginning at a stake in the North line of land owned by James J. Thompson (now owned by George B. Hamilton and occupied by Myers and running with said line S 89°- 43' E 48 poles to a stake in said line: thence N 17°- 40'- W 13⅓ poles: thence N 89°- 43'- W 48 poles to a stake: thence S 17° 40 E 13⅓ poles to the beginning containing 4 acres except 16 feet off of the West end of said 4 acres which mortgage was given to secure the purchase money for said parts of lots 69 and 70 sold by said Assignee to said Case and which mortgage was duly recorded on the 27th day of February 1884 and was a lien on all of said premises.

That afterward, to-wit: on the 30th day of January 1885 said Assignee took Judgment as said Assignee in the Court of Common Pleas of Delaware County Ohio against W. H. Lemmon and said Jason Case and on the same day a writ of execution was issued thereon to the Sheriff of Union County Ohio, who attempted to make a levy on said land and lots to satisfy said Judgment rendered as aforesaid for $369 73 and $19 72 costs but no legal or valid levy was made so as to affect innocent purchasers of said premises without a legal notice of the same and no valid or legal entry was made of said Judgment and lien on the said Foreign Execution Docket.

That Afterward said Assignee commenced proceedings in this Court against said Case and wife to foreclose said mortgage but in the said proceedings made no mention or reference to said Judgment.

That before the time for the sale of said premises on the decree taken for said mortgage the said Case and wife being insolvent as defendant well knew, the said Oliver O. Lemon and Lemuel Lemon at their request of said Case borrowed Thirteen hundred dollars to pay said mortgage and to secure them took a deed in fee-simple from said Case and wife for all of said premises to secure them therefor with a private understanding that if said Case & Wife could and would pay said sum in one year, they were to have it back. But they were wholly unable to redeem it and by their consent said O. O. Lemon and Lemuel Lemon sold and conveyed the same to said Browning and Heall by warranty deed who are in possession of the same.

That said Heill well knew all of said facts and when he received from said O. O. Lemon and Lemuel Lemon the said sum amounting to $1300 to save said land from sale and knowing that they were advancing the same on the faith of their said security on said real estate made no mention of said Judgment and pretended they but concealed the same and the plaintiffs and said Jason Case had no knowledge thereof whatever until after they had contracted

ther same to said Browing and Hall when he (W. M. Hall) informed said Browning and Hall of said Judgment and pretended they who informed said Lemon which was the first information said Lemons had of the same and in order to complete said contract with Browning and Hall had to indemnify them against said Judgment and did so by depositing with S. S. Gardiner as trustee their notes given for said premises to remain with him until it should be settled whether under the facts said Judgment could be collected from said premises.

Entry

The plaintiffs say that if they or either of them had known that there was any other lien on said premises they would not have advanced money on said mortgage or bought said premises and the defendant by concealing from them the fact of said Judgment as they declared them and induced them to take up said mortgage and allow the mortgage to be cancelled.

5757

They say said property would not have sold for enough or more than enough to satisfy said mortgage and was not worth more than the $1300.00 advanced as aforesaid. The plaintiffs pray that defendant may be held or restopped from asserting any claim on said premises by virtue of said Judgment and also be held as a purchaser of said premises without notice of said Judgment and if that cannot be done that the plaintiff O. A. Lemon and Samuel Lemon be subrogated in the place of said Assignee as to said mortgage and be held as the purchaser thereof so that they may hold a lien on said premises the same as did said defendant prior to said Judgment and if necessary that an order and decree be rendered in their favor for the amount of said mortgage as a lien prior to said Judgment and that such other and further relief be granted them as may be legal and right in the premises

J. W. Robinson, Atty. for Plf.

Answer

5757

The State of Ohio,
Union County ss.

O. A. Lemon, one of the plaintiffs, being duly sworn, deposes and says the foregoing allegations of the foregoing amended petition are true in substance and fact.

O. A. Lemon.

Sworn to before me and signed in my presence this 18th day of July, 1884.

Seal

W. W. Landre Notary Public

Motion

5757

Afterward, on the 2nd day of August a Motion was filed with the Clerk of said Court.

O. O. Lennox et al
vs
M. W. Hill Assignee &c:

And now comes the defendant and moves the Court to strike from the amended petition filed July 31st 1889 the names of C. H. Browning and Fred Hall as parties plaintiff because not proper proper parties.

S. S. Gardner and
O. R. Kerr Attys

Entry — Afterward, on the 2d day of August, 1889, an Entry was made on the Journal by the Clerk of said Court.

5757 O. O. Lennox et al
vs
Morris W. Hill

Journal 15, Page 155

This day came on this cause to be heard on the motion of defendant to strike from the amended petition the names of parties named in said motion, whereupon the Court being fully advised in the premises do overrule said motion.

Answer — Afterward, on the 7th day of August, 1889, an Answer

5757 was filed with the Clerk of said Court.

Oliver O. Lennox et al
Lemuel Lennox
vs
M. W. Hill

Court of Common Pleas
Union County, Ohio.

The defendant M. W. Hill, Assignee of Union County Bank for answer to the amended petition says:

He denies that he sold said part of lots 69 and 70 in Richwood Ohio to Jason Case, as Assignee of Union County Bank, or took said mortgage from said Case, or received the money from said Lennox as Assignee of Union County Bank but in all of said matters said defendant acted as the Assignee of S. M. and A. J. Blake, but defendant admits that he took said Judgment against said Jason Case and caused said levy to be made, and now seeks to hold said him as Assignee of the Union County Bank.

Said defendant further answering says: he admits bringing an action to foreclose said mortgage as stated in said amended petition, but says said defendant Case caused said mortgage claim to be paid off and settled before it became necessary to set up said Judgment and levy in said case.

Defendant denies that at the time said mortgage was paid off to him that he knew said Jason Case was insolvent, and denies that he knew the manner in which said Lenox (the plaintiffs testrix) had been secured and says that he did not know that said Case had made a deed to plaintiff until a short time before they sold said

premises to said Heall and Browning. Defendant denies that he had any knowledge whatever of said private understanding between said Jason Case and said plaintiffs and denies that he concealed the facts as to said Judgment and levy from said plaintiffs, but says said plaintiff made no inquiry of him in regard to the title or incumbrance on said premises at the time said money was paid. And there was no conversation or transaction between plaintiffs and defendants (at the time said money was paid) about anything except the paying off and cancelling said mortgage and defendant did not know that plaintiffs was there interested in or concerned about said Judgment and levy which levy defendant says was made strictly in accordance to law, and was and is a valid levy and constitutes a valid lien on said premises.

Defendant further says he informed said Browning and Heall of said Judgment and levy as stated in the amended petition upon their requesting information from him on the subject, and it was before they had consummated their sale with said Grenoff, the plaintiffs.

Defendant denies that he decieved said plaintiffs about said matter and denies that he induced them to take up said mortgage and allow the same to be cancelled but says said acts were voluntary on the part of plaintiffs.

Defendant further answering says: said property was and is worth more than $1300.00 and is worth the amount of defendants Judgment in addition to said $1300. Also plaintiffs have received the rents and profits of said premises ever since they paid off said mortgage and should be held to account for them if subrogated as asked in the amended petition.

Defendant further says said Oliver O. and Le. Grenoff have previous to the filing of the amended petition conveyed by warranty deed said premises to said Heall and Browning. And said Heall and Browning knew all about said Judgment and levy before obtaining said conveyance from said Oliver O. Grenoff.

Wherefore defendants pray that said plaintiff amended petition be dismissed and that defendant may be decreed to have a valid lien against said premises for the sum of his said Judgment with interest and in default of payment that an order of sale issue against the said premises and that he may go hence and recover his costs.

S. S. Gardiner, Atty. for Deft.

State of Ohio,
Union County ss.

M. W. Hill, being duly sworn says he is defendant in this case, that the facts and allegations in the foregoing answer contained are true as he believe. M. W. Hill.

Sworn to and subscribed befor me this 30th day of July, 1889
[seal] H. W. Leandre, Notary Public.

Entry — Afterward, on the 25th day of November, 1889, the following Entry was made on the Journal by the Clerk of said Court.

5757 Oliver O. Lemon
Emmet Lemon,
O. H. Browning and
F. S. Hall
vs
Morris W. Hall Assignee | Journal 15, Page 199

This day came on this cause to be heard on the pleadings, evidence and arguments of counsel and the Court being fully advised in the premises do find for the plaintiffs on the issues joined between the parties and that the equity of the case is with the plaintiffs.

And therefor it is considered, ordered and adjudged by the Court that the defendant as Assignee be and he is enjoined from proceeding to collect the said judgment in said petition described against said property in said petition described. And that the defendant as said Assignee pay the costs herein taxed to-- $. And thereupon defendant gave notice of his intention to appeal this cause to the Circuit Court and the Court fixed the appeal bond at one hundred dollars.

Attest- R M Lowry clerk

Be it remembered that, heretofore, to-wit, on the 24th day of January, 1889, H. W. Ayers filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Daniel S. Ford, to-wit:

H. W. Ayers
vs
Daniel S. Ford | Court of Common Pleas, Union County Ohio

First Cause of Action:

The plaintiff says he is an Attorney-at-Law duly authorized to practice law in all the Courts of the State of Ohio, and was such attorney before and ever since the services herein after stated.

The above named defendant is indebted to the plaintiff for work, labor, care diligence and attendance rendered by

plaintiff as attorny at his rrqurst in and aboit prosrcuting and drfnding a crtain action, and in drawing crtain motions, answrrs, and affidavits, and in counslling and advising drfndant, and for divrs journrys and attrndancrs, and for monry paid out and xpnsrd by plaintiff for drfndant at his rrqurst in and about said action as follows:

That at the September Trm of said Court in 1888 at the rrquest of the drfndant the plaintiff as an Attorny-at-Law took charge of an action then pending in said Court of Lucinda Ford against Daniel S. Ford, in which action, the said Lucinda Ford sought to forclos a mortgage for $1000 with interest thereon against the lands of the said Daniel S. Ford and set aside an allegd fraudulent conveyance by said Daniel S. Ford to Rhoda Ford.

The plaintiff by motion and answer for the drfndant made issue in said case with the plaintiff therein and at said Trm of Court the same was submitted to the Judge thereof.

That the hearing of the same, by the introduction of the evidence, and argumentis of said case employed the time of about five days, after which the Court set aside the allegd conveyance from Daniel S. Ford to Rhoda Ford, so claimed to be fraudulently made and found that there was due the said Lucinda Ford the sum of $1182 50 and rendred a decree accordingly, and made the said sum a lien against the lands of the drfndant situate in Allen Township of said County, consisting of about 170 acres.

From said order and decree an appeal was taken to the then District Court of said County, and continued in said Court and the Circuit Court until about the 8th day of February, 1887.

That during all of said time from, to-wit: September 1882 until February 1887 the plaintiff had charge of said case, and during said time gave the same such professional attention and service as the same required. That is to say he drew and filed affidavits for continuances, and procured continuances by consent of counsel for plaintiff Lucinda Ford. Asked and obtained leave of said Circuit Court to file amended answer and wrote and filed the same, which on or about the 8th day of February A. D. 1887 the said Circuit Court upon the hearing of same evidence dismissed said case without prejudice to a new action

That during the pendency of said action the plaintiff for the drfndant and at his request attended as such Attorny the taking of depositions One day in Middleburg, Logan County Ohio, One day at the residence of the drfndant in Allen Township of said County in taking depositions, and also

at the office of Cameron & Woodburn Marysville Ohio, which attendance and service in the taking of said depositions was at the expense of the plaintiff.

Plaintiff says by a mutual understanding between himself and the said defendant the price of the aforesaid services were not to be ascertained until the termination of said case, when the plaintiff was to charge and the defendant pay plaintiff what said services were reasonably worth.

That the said services were worth the sum of Three hundred dollars and was due to the plaintiff February 8th, 1887. That February 15th, 1883 defendant paid plaintiff the sum of Fifteen dollars, and during said year and 1884 furnished for stock of plaintiff pasture to the amount of Seventy-five dollars.

There is due and remaining unpaid from the defendant to the plaintiff the sum of $210.00 with interest from February 8th, 1887. Defendant has refused to pay said sum though required to pay the same.

Second Cause of Action.

The plaintiff says the above named defendant is indebted to him for work, labor, care, diligence and attendance rendered to defendant by plaintiff as an Attorney-at-Law. And at his request in and about prosecuting and defending a certain action, and in drawing certain motion, and in counseling and advising defendant, and in making certain adjustments and compromises as follows:

One --- Frame of Clark County, Ohio, commenced an action in Foreclosure against the defendant Hamish S. Ford and at the October Term of said Court obtained a Judgment for the sum of $2655.40, and an order of sale

And on or about the day of the lands of the defendant amounting to 170 acres in Allen Township of said County were sold to said Frame as upon execution by the then Sheriff of Union County Ohio. And at the February Term of said Court 1885 plaintiff filed a motion and by argument presented the same to the Court of Common Pleas. The same was overruled. The said sale confirmed, and deed ordered.

That plaintiff thereupon with great labor and diligence on his part procured about 30 days additional time in which plaintiff had the privilege to pay said sum of $2655.40 and the costs attending said foreclosure.

That said defendant by reason of the said arrangement for further time to pay said sum - paid the same and the deed was not made to said Frame, and the defendant is still the owner of his said lands.

That further to enable the defendant to procure and make said arrangement and redeem his said lands the

plaintiff procurrd for the defendant the compromise of a Judgmrit in favor of J. W. Cummings, Administrator of Robert Smith, deceased. That said Judgmrit in amount was about $1300 00 And plaintiff procurrd its full compromise for $400 00.

Plaintiff says that said service was worth $200 00 no part of which has been paid though the defendant has been frequently requested to pay the same.

Wherefore plaintiff asks Judgmrit against said defendant for said sum of $210 00 with interest thereon from the 8th day of February, 1887, and $200 with interest thereon from February 20th 1885.

H. W. Ayers.

State of Ohio, Union County ss

H. W. Ayers, being first duly sworn, says the facts stated and allegations in his foregoing petition are as he believe true.

H. W. Ayers

Sworn to before me and signed in my presence by the said H. W. Ayers this 24th day of January, 1889.

{Seal} R. M^c Crory, Clerk.

To the Clerk:

Praecipe ,Issue summons upon the petition in the above case to the Sheriff of Union County, Ohio, returnable according to law. Indorse: Amount claimed. $210 00 with interest from February 8th, 1887, and $150 00 with interest from February 20th, 1889.

H. W. Ayers.

Afterward, on the 24th day of January, 1889 a Summons Summons was issued by the Clerk of said Court.

The State of Ohio
5738 Union County ss To the Sheriff of said County:

You are hereby commanded to notify Daniel S. Ford that he has been sued by H. W. Ayers in the Court of Common Pleas of Union County, and must answer by the 28th day of February, A. D. 1889, or the petition of the said plaintiffs will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 8th day of February, A. D. 1889.

{Seal} Witness my hand and the seal of said Court, this 24th day of January, A. D. 1889.

R. M^c Crory, Clerk.

And afterward, on the 25th day of January, 1889, the Sheriff of said County returned said summons to the Clerk's Office in said County which return is as follows:

The State of Ohio
Union County ss Sheriff's Return

Serv'd Pet...
Mileage
Copy
Total

Motion — Af... was fo... H. W. ... vs ... Daniel ... and ac... with ... which ...

Entry — ... follow... H. W. ... vs ... Daniel ... plaint... work, l... cause ... labor ... of Lucin... defend... said c... the ser... not wor...

Answer — A... a petit... Lucind... namely ... dollars ... service...

Serv's Return	$	30	Received this Writ January 24th, A.D. 1889, at
Mileage	1	60	11 o'clock A. M. and served same by delivering
Copy		20	a certified copy thereof with the endorsements
Total	$2	10	thereon to the within named Daniel S. Ford

defendant, on the 25th day of January, 1889.

Thomas Martin Sheriff.

Motion — Afterward, on the 18th day of February, 1889, a motion was filed with the Clerk of said Court.

5738 — H. W. Ayers vs Daniel S. Ford | Court of Common Pleas, Union County, Ohio.

The defendant moves the Court to require and order the plaintiff to set forth, attach to and file with his petition a copy itemized of the account upon which his said action is founded.

Potter & Potter, Attys for Deft

Entry — Afterward, on the 4th day of April, 1889, the following Entry was made on the Journal by the Clerk.

5738 — H. W. Ayers vs Daniel S. Ford | Court of Common Pleas.

This day came on this cause on the motion of defendant, to require plff to strike his claim. Whereupon the Court overruled the motion, to which ruling the defendant then and there excepted, and grant leave to defendant to answer in 30 days from the rising of the Court.

Answer — Afterward, on the 21st day of May, 1889, the following

5738 — Answer was filed with the Clerk of said Court.

H. W. Ayers vs Daniel S. Ford | Court of Common Pleas, Union County, Ohio

The defendant answers to the petition of plaintiff, and denies:

That the plaintiff performed the work, labor and services as alleged by him in his first cause of action set forth in his petition, and which labor and services he alleges were performed in the action of Lucinda Ford against the defendant, Daniel S. Ford. And defendant denies that the services of plaintiff were worth in said cause the sum of Three hundred dollars, and avers that the services performed by the plaintiff in said cause were not worth more than the sum of One hundred & fifty dollars.

And defendant avers that the plaintiff only performed a portion of the services, work, and labor in said case of Lucinda Ford against Daniel S. Ford, but that other attorneys namely: W. S. Hoopes about 140^{00}) and Potter & Potter fifty dollars, and that 150^{00} would be ample compensation for the services of said plaintiff in said cause.

III. The defendant further answering as to the second cause of action in plaintiff's petition, to-wit: The pretended charge of plaintiff for services rendered by him, in the case of Fraur (or Fraln) against defendant, set up in said second cause of action, denies each and every allegations therein contained.

Defendant denies that he employed plaintiff to perform any services in said case, and denies that he employed him to file any motion in said case, and denies that he filed any motion and denies that said plaintiff obtained said thirty days of additional time to enable defendant to pay said sum of Fordy six hundred and fifty-five and 40/100 dollars.

And denies that the plaintiff was employed to, or took any part in the compromise of the Judgment in favor of J. W. Cummings, Administrator of said estate of Robert Smith deceased, or in the reduction of said Judgment from Thirteen hundred to Four hundred dollars, but on the contrary defendant avers that the only issue that he made in said cause, was an answer filed by him claiming a lien upon said lands arising from the sale of the same to Rhoda Ford, and claiming the balance of the money after the Fraur mortgage was paid off -- which answer was prepared, filed and attended to by Brodrick & McCampbell who were the attorneys for the defendant in the issue made by him in said case of Fraur against himself.

IIII. The defendant further answering says, that this defense against plaintiff is founded upon an account for the unconditional payment of money only, of which the following is a copy, and on which the plaintiff is indebted to this defendant, to-wit:

1880, November 22nd,	To	1.400 hay	$7.00
1881, January 6th,	"	Cash	5.00
" , " 12,	"	1.450 lbs hay	7.50
" , " 25,	"	Cash	10.00
" , February 18,	"	1.400 lbs. hay	7.00
" , March 25,	"	880 lbs. hay	6.50
"		Fed and pastured two horses from	
"		March 22nd, to May 30	13.00
"		To taking said horses from	
"		pasture to fair-ground.	3.00
"		To going to fair-ground with	
"		three year old mare.	3.00
1882		To feeding and pasturing	
"		said mare from Sep. 22nd, 1882 to June 10th 1884	
"		and wintering her	97.20
"		To feeding and pasturing and	
		wintering old mare from October 26th, 1882	
		to July 2nd, 1883	44.40

1883.
"
1884.
"
Reply

1883. To pasturing horse from July 21st 1883 to October 20th, 1883. $ 6.00

" To pasturing three year old horse from September 10th, 1883 to October 22, 1883 2.80

1884. To pasturing old mare from May 10th 1884 to June 11th, 1884 2.00

" For doctoring sick spring colt and taking great care of it, and curing it of worms &c 25.00

Total $239.40

No payments have been made upon said account by the plaintiff (except it be by way of professional services in the case of Lucinda Ford against Daniel S. Ford) and there is now justly due to the defendant from the plaintiff on said account the sum of $239.40, with interest from the 11th day of June, 1884, and which sum defendant asks may be allowed to him by way of set-off against any claim that plaintiff may have, and the defendant asks Judgment against the plaintiff for any balance remaining.

Porter & Porter Attys for Deft.

The defendant, Daniel S. Ford, being sworn, makes oath, that the facts stated in the foregoing answer are true as he believes.

Daniel S. Ford.

Sworn to by Daniel S. Ford before me, and signed by him in my presence this 21st day of May, A.D. 1887.

Seal R. M. Crory, Clerk of Court

M. W. Ayers
vs
Daniel S. Ford

Reply

Reply of Plaintiff to the 3rd defence.

The plaintiff for reply to the account of defendant against the plaintiff set up in his answer as a set off the plaintiff says he has not kept a full account with defendant but admits as he has alleged in his petition that defendant has furnished him $15.00 in cash and some pasture &c and making altogether about Seventy-five dollars, but denies all the items of said account except the cash items of $5.00 and $10.00 making the $15.00 for which plaintiff gave him credit in his petition and excepting sixty dollars for pasture and hay and care of stock furnished him, the dates or amounts of which he is unable to give and he says all the charges so made against plaintiff and denied are excessive in amount and should not in justice and law be allowed beyond the amount so credited and therefor plaintiff prays Judgment as he did in his original petition

J.W. Robinson and
M. W. Ayers, Atty. for Plff.

The State of Ohio,
Union County ss

M. W. Ayers, plaintiff, duly sworn, says he believes the allegations of the foregoing Reply are true.

M. W. Ayers.

$7.00
5.00
7.50
10.00
7.00
6.50
13.00
3.00
3.00
97.20
44.40

Sworn to befor me and signd in my prsence this 27th of May, 1889.

R. McCrory, Clrk.
By W.M. Wright, Dpty.

Motion

5738 H. W. Ayers vs Daniel S. Ford

Afterward, on the 27th day of May, 1889, a Motion was filed with the Clrk of said Court. Motion to Strike out Answer

The plaintiff moves the Court to strike from the defendants answer as immaterial and irrelevant matter that part described as follows, viz:

II. Beginning with the words in the First Defence: "And defendant avers" to the end of the First Defence ending with the words "in said cause."

III. In the Second Defence beginning with the words "But on the contrary defendant" and ending with the Second Defence this All that part of said defence averring the employment of Attorneys other than the plaintiff.

J.W. Robinson, Atty for Plff.

Entry

Afterward, on the 10th day of June, 1889, the following Entry was made on the Journal by the Clerk of Court.

5738 H. W. Ayers vs Daniel S. Ford

Journal 15, Page 108

This day came on this cause to be heard on the motion to reform answer and was argued by counsel the Court being fully advised in the premises, sustained said motion to which ruling of the Court the defendant excepts

Entry

Afterward, on the 20th day of June, 1889, the following Entry was made on the Journal by the Clerk of Court.

5738 H. W. Ayers vs Daniel S. Ford

Journal 15, Page 127

This day came the parties and compromised this case by defendant confessing Judgment for One hundred and fifty dollars and costs and execution to be stayed ninety days.

Therefore it is considered ordered and adjudged by the Court that the plaintiff recover of the defendant the said sum of One hundred and fifty dollars and his costs herein taxed to $--- and by agreement execution is stayed for ninety days.

Attst R McCrory Clerk

Olras continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the Term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty nine.

Be it remembered that, heretofore, to-wit on the 14th day of September, 1888, J. H. Wood filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Alfred Aurine et al:

Petition — J. H. Wood vs Alfred Aurine | In the Court of Common Pleas, Union County, Ohio. — 5853

For plaintiff says: That on the 14th day of May A. D. 1884 he obtained a judgment against the said defendant, before J. H. Kinkade, a Justice of the Peace for Paris Township, Union County, Ohio, for the sum of Forty-five dollars debt and two $\frac{70}{100}$ dollars costs of suit. That on the 14th day of April A. D. 1885 plaintiff filed a transcript of said Judgment with the Clerk of this Court under the provisions of Section 5377 of the Revised Statutes of Ohio.

That said Judgment is wholly unsatisfied, and no execution has been sued out upon the same since its rendition, and thereby said Judgment has become dormant.

Plaintiff asks that said Judgment be revived in the full amount thereof, to-wit: $47 $\frac{70}{100}$ with six per cent. interest thereon from May 14th, 1884.

John M. Brodrick, Atty. for Plff.

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

J. H. Wood, the plaintiff, being sworn makes oath, that the facts stated in the foregoing petition are, as affiant believes, true.

J. H. Wood.

Sworn to by said J. H. Wood, before me and signed by him in my presence this 14th day of September, A. D. 1888.

{seal} H. Piper, Probate Judge.

Summons — Afterward, on the 14th day of September A. D. 1888 a Summons was issued by the Clerk of said Court.

5853 — The State of Ohio, Union County | To the Sheriff of said County

You are hereby commanded to notify Alfred Aurine that he has been sued by J. H. Wood in the Court of Common Pleas of said Union County, and that unless he answer by the 12th day of October A. D. 1888 the petition of the said plaintiff against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment taken accordingly.

You will make due return of this summons on the

23" day of September, A. D. 1884.

Witness my hand and the seal of said Court, this 14" day of September, A. D. 1884 {seal} R. M. Crory, Clerk.

Sheriffs Return

Indorsed: Revival of Dormant Judgment. Amount $47.20 at 6% May 14 1884.

Afterward, on the 20" day of September, 1884, the Sheriff of said County returned said summons to the Clerks Office in said County, which return is as follows:

Service	$	30
Mileage		48
Copy		20
Return		10
Total	$1	08

The State of Ohio
Union County ss

Received this Writ September 14" A. D. 1884 at 10 o'clock A. M. and pursuant to its command, on the 20" day of September, 1884 I served the same by delivering a certified copy thereof with the indorsements thereon to the within named Alfred Aurine.

Thomas Martin, Sheriff.

Entry

Afterward, on the 20" day of November, 1884, the following
5853 Entry was made on the Journal by the Clerk of said Court

J. H. Wood
vs
Alfred Aurine

Journal 15, Page 192.

This cause now coming on for hearing on the petition for a review of the Judgment formerly rendered before J. H. Sinkade a Justice of the Peace for Paris Township, Union County, Ohio, and a transcript thereof had been filed with the Clerk of this Court according to the Statute in such case made and provided, and was duly entered on execution &c Leiru Docket Volume 1, Page 195 No. 4405 of the Records of said Clerk, wherein the said J. H. Wood was plaintiff and said Alfred Aurine defendant, and the said defendant having been duly served with summons therein, and no cause being shown why the said judgment should not be revived:

It is therefore considered by the Court that the said judgment, to-wit: rendered before J. H. Sinkade a Justice of the Peace on May 14", 1884 in favor of this plaintiff and against this defendant for Forty-five dollars, with interest from said May 14", 1884 and $2.76 costs of suit, do stand revived.

It is further considered that the plaintiff recover from the defendant his costs herein expended. For all of which execution is awarded.

Attest R M Crory clerk

Olras continued and held at the Court House in Marysville Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court of the term of November, to wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered, that, heretofore to wit, on the 6th day of September, 1889 Charles Strubeck filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William Neukomer et al.

Petition Charles Strubeck
vs
5851 William Neukomer et al
Jennie Neukomer his wife
Jacob Heitz et al Joa Heitz
his wife et al Lester Oliver

Court of Common Pleas.

Union County, Ohio.

First Cause of Action:

The said plaintiff Charles Strubeck complains of the said defendants William E. Neukomer and Lester Oliver for that said defendants William E. Neukomer on the 16th day of May 1882 at Richwood Ohio made his certain promissory note in writing of that date and there and there delivered the same to the said defendant Lester Oliver and thereby promised to pay the said Lester Oliver or order Two hundred dollars on the 16th day of May 1886 after its date with interest at seven per cent per annum.

And afterward and before said promissory note become due and payable in the usual course of trade and for a valuable consideration paid by the plaintiff to said Lester Oliver he the said Lester Oliver endorsed assigned and transferred said promissory note to the plaintiff and waived by said endorsement demand, and notice of non payment of said note and plaintiff is now the bonafide owner and holder of said note.

Plaintiff says the following payments have been made and endorsed on said note, to wit:
December 28th, 1886, $90.00 : December 10th, 1887, $30.00 :
February 26th, 1889, $25.00 : and no other payments have been made thereon

A copy of said note with all the endorsements thereon is hereto attached marked Exhibit "A".

Plaintiff says the time for the payment of said note has elapsed and there is due to plaintiff from said defendants William E. Neukomer as the maker and Lester Oliver as the endorser of and on said note the sum of $144.47 with interest thereon at seven per cent from February 26th, 1889.

Second Cause of Action: The plaintiff complains of said

William E. Newhouse and Lester Oliver for a second cause of action for that the said defendant William E. Newhouse on the 16th day of May, 1882 at Richwood Ohio made his certain other promissory note in writing of that date and there and there delivered the same to the said Lester Oliver and thereby promised to pay said Lester Oliver or order Two hundred dollars on the 16th day of May, 1887 with interest at seven per cent per annum and afterward and before said note become due and payable in the usual course of trade and for a valuable consideration paid by the plaintiff to said Lester Oliver by the said Lester Oliver indorsed assigned and transferred said note to the plaintiff and waved by said indorsement demand and notice of non-payment of said note and plaintiff is now the bona fide owner and holder thereof.

No payments have been made on said note. A copy of said note with all the indorsements thereon is hereto attached marked Exhibit "B".

Plaintiff says the time for the payment of said note has elapsed and there is due to him thereon from said William E. Newhouse as maker and said Lester Oliver as indorser thereof the sum of $200.00 with interest thereon at 7 per cent from May 16th, 1882.

Third Cause of Action:

The plaintiff for a third cause of action against said defendant William E. Newhouse and Lester Oliver says that said defendant William E. Newhouse on the 16th day of May 1882 at Richwood, Ohio, made his certain other promissory note in writing of that date and there and there delivered the same to said Lester Oliver and thereby promised to pay the said Lester Oliver or order $225.00 on the 16th day of May, 1888 with interest at 7 per cent. per annum and afterward in the usual course of trade and before said note become due and payable and for a valuable consideration paid by plaintiff to said Lester Oliver by the said Lester Oliver indorsed assigned and transferred said promissory note to plaintiff and by his indorsement thereon waived demand and notice of non-payment of said note and plaintiff is now the bona fide owner and holder thereof.

No payments have been made on said note and the time for the payment thereof has elapsed. A copy of said note marked Exhibit "C" is hereto attached with all the indorsements thereon and there is now due to the plaintiff on said note from said defendant William E. Newhouse as maker and said Lester Oliver as indorser thereon the sum of $225.00 with interest thereon at 7 per cent from May 16th 1882.

Fourth Cause of Action:

The plaintiff for a fourth cause of action

against said defendants William E. Wolhover and Lester Oliver says that the said William E. Wolhover on the 16th day of May 1882 at Richwood Ohio made his certain other promissory note in writing of that date and thereby delivered the same to the said Lester Oliver and thereby promised to pay the said Lester Oliver or order $225.00 on the 16th day of May 1889, with interest at 7 per cent per annum and afterward in the usual course of trade before said note became due and payable and for a valuable consideration paid by plaintiff to said Lester Oliver by the said Lester Oliver endorsed assigned, transferred and delivered said note to plaintiff and by his endorsement thereon waived demand and notice of non payment of said note and plaintiff is now the bona fide owner and holder thereof. No payments have been made on said note and the time for the payment thereof has elapsed A copy of said note with all the endorsements thereon marked Exhibit A. is hereto attached.

There is due to the plaintiffs from said defendant William E. Wolhover as maker on said note and said Lester Oliver as endorser thereon the sum of $225.00 with interest thereon at 7 per cent from May 16th 1882.

For plaintiff further says that the said defendant William E. Wolhover also on the 16th day of May, 1882 executed made and delivered to said Lester Oliver his two other promissory notes in writing of that date at Richwood Ohio each for the sum of $225.00 and payable respectively May 16th, 1890 and May 16th, 1891 with interest at seven per cent per annum payable to said Lester Oliver or order and both of which notes before they become due and payable and for a valuable consideration paid to said Lester Oliver by plaintiff were by said said Lester Oliver duly endorsed assigned transferred and delivered to plaintiff and plaintiff is now the owner and holder thereof.

No payments have been made thereon and said notes are not yet due but will become due respectively May 16th 1890 and May 16th, 1891 with interest as aforesaid.

A copy of said notes with all endorsements thereon is hereto attached marked respectively Exhibit "B". "C". &c.

The said Lester Oliver by his endorsements on said notes waived demand and notice of non payment thereof.

Fifth Cause of Action:

For plaintiff for a fifth cause of action complains of the defendants herein for that the said defendant William E. Wolhover in order to secure the payment of the several promissory notes mentioned in the petition and the interest thereon all of which said notes were given for the purchase money for the premises hereinafter described, executed and delivered to the said Lester Oliver

the mortgage deed on the 16th day of May 1882 and thereby conveyed to the said Lester Oliver his heirs and assigns in fee-simple the following described premises, to-wit:

Situated in the Township of Leesburg, County of Union and State of Ohio, and bounded and described as follows: Being in Survey No. 5586 beginning at a stone in the center of a road South-easterly corner to John McCombs lot of 39 acres in said survey; thence with said John McCombs line true meridian course N. 11° 3/4 - E. 183 poles to a stone and pierce of brick. Said stone being in the line of B. F. McCombs land; thence with his line S 81° 1/4 - E 35 40/100 poles to a stone, witness a small hickory south east 3 feet: thence South 11° 3/4 - W 179 poles to a stake in the center of a road 6 1/2 feet N. 89° 1/2 E. from the North-west corner of Florence E. and C. A. Kelle lot of 42 acres; thence with the center of said road S 89 1/2 - W 36 60/100 poles to the place of beginning, containing 40 acres of land.

Said mortgage deed had a condition thereunder written in substance, that if the said William E. Knohower should pay or cause to be paid the above described notes according to the true thereof then said deed should be void."

"Said notes are given for part of "the purchase money of the within" "described premises."

Said mortgage deed was left for record with the Recorder of Union County, June 6th, 1882 at 3 o'clock P. M. and recorded in Record of Mortgages of said County in Book No. 18, Page 409.

Plaintiff says that on the 6th day of June 1882 the said Lester Oliver for a valuable consideration paid him by plaintiff duly assigned and transferred said mortgage and all his interest therein to plaintiff on the back of said mortgage in the words and figures following, to-wit:

Delaware, Ohio, June 6th, 1882.

For value received, I hereby assign and transfer all my right and title and interest to and in the within mortgage to Charles Strubeck. Having sold said Strubeck the notes described in the within mortgage"

Lester Oliver.

And the said Charles Strubeck is now the owner and holder of said mortgage said William E Knohower failed to pay said notes as they became due and payable whereby the condition of said deed has been broken and said deed has become absolute.

Plaintiff says the other defendants herein have or claim to have some interest in said premises the exact nature of which plaintiff is not informed and therefore ask that they may be compelled to answer the petition and

and set forth their claims or be forever barred.

Wherefor the plaintiff prays for a personal Judgment against the said William E. Neuhouse as maker and Lester Oliver as endorser for the amount due on the note set forth in the 1st, 2nd, 3rd & 4th causes of action, to-wit: for the sum of $794 47/100 with interest at 7 per cent on $144 47/100 the amount claimed on first cause of action from February 26th, 1889 and interest at 7 per cent on $650.00 the amount claimed on the 2nd 3rd & 4th causes of action from May 16th, 1882. That said premises be ordered to be sold as upon execution to satisfy said mortgage indebtedness from said William E. Neuhouse and the Judgment so to be claimed and for costs and that out of the proceeds of such sale if there should be more than enough to satisfy the Judgment on the note that are due and costs that the balance be applied to the payment of the note not yet due and that plaintiff have execution for the balance and for all proper relief in the premises.

Charles Strubeck

By J. Hippler, his Attorney.

State of Ohio
Delaware County ss

Charles Strubeck, plaintiff, being duly sworn on his oath says the facts stated in the foregoing petition are true as he verily believe.

Charles Strubeck.

Sworn to by said Charles Strubeck before me and by him subscribed in my presence this 5th day of September 1889

Notary Fees .25 paid by Plaintiff.

Edward O. Brandsbury
Notary Public in & for Delaware County.

Charles Strubeck

vs

William E. Neuhouser and
Jennie Neuhouser his wife
Jacob Heitz and Zoa Heitz, his wife
and Lester Oliver.

Court of Common Pleas

Union County, Ohio.

The Clerk will issue a summons for said defendants directed to the Sheriff of Union County, Ohio, returnable according to law.

Indorsed: "Summons in Action for the recovery of money and Foreclosure of Mortgage. Personal Judgment against William E. Neuhouser as maker and Lester Oliver as endorser for $794 47/100 with interest at 7 per cent on $144.47/100 thereof from February 26th, 1889 and interest at 7 per cent on $650.00 thereof from May 16th, 1882."

J. Hippler,
Attorney for Plaintiff.

Copy of Note

Exhibit "A."

200^{00}. Richwood, Ohio, May 16th, 1882.

May 16th, 1886, after date I promise to pay to the order of Lester Oliver Two hundred dollars with interest at seven per cent. per annum. Value received.

William E. Newhouse

Indorsed: "Demand and notice of non-payment of the within note when due is hereby waived.

"Lester Oliver"

December 28th, 1886, paid on the within "Thirty Dollars"

December 10th, 1887, paid Thirty Dollars, 30^{00}

February 26th, 1887, paid Twenty-five dollars, 25^{00}

Copy of Note

Exhibit "B".

200^{00}. Richwood, Ohio, May, 16th, 1882.

May 16, 1887, after date I promise to pay to the order of Lester Oliver Two hundred dollars with interest at seven per cent. per annum. Value received.

William E. Newhouse

Indorsed: "Demand and notice of non-payment of the within note when due is hereby waived".

"Lester Oliver"

Copy of Note

Exhibit "C".

225^{00} Richwood, Ohio, May 16th, 1882.

May 16th 1888, after date, I promise to pay to the order of Lester Oliver Two hundred and twenty-five dollars with interest at seven per cent. per annum. Value received

William E. Newhouse

Indorsed: "Demand and notice of non payment of the within note when due is hereby waived."

"Lester Oliver."

Copy of Note

Exhibit "D"

225^{00}. Richwood, Ohio, May 16th, 1882

May 16th, 1889, after date, I promise to pay to the order of Lester Oliver Two hundred and twenty-five dollars with interest at seven per cent. per annum. Value received

William E. Newhouse.

Indorsed: "Demand and notice of non-payment of the within note when due is hereby waived."

"Lester Oliver"

Copy of Note

Exhibit "E".

225^{00} Richwood, Ohio, May 16th, 1882

May 16th, 1890, after date I promise to pay to the order of Lester Oliver Two hundred and twenty-five dollars with interest at seven per cent per annum. Value received.

William E. Newhouse

Copy of Note

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Copy of Note

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Insurer of Junior Newhouse

Af
was file
Charles
Wm E. Ne
Jacob Heit

Indorsed: "Demand and notice of non-payment of the within note when due is hereby waived.

"Lester Oliver"

Copy of note

Exhibit "A"

$225.00. Richwood, Ohio, May 16th, 1882.

May 16th, 1891 after date, I promise to pay to the order of Lester Oliver Two Hundred and twenty-five dollars with interest at seven per cent. per annum. Value received.

William E. Neuhouser

Indorsed: "Demand and notice of non-payment of the within note when due is hereby waived".

"Lester Oliver"

Summons

5851

Afterward, on the 6th day of September, A.D. 1889, a Summons was issued by the Clerk of said Court.

The State of Ohio

Union County ss To the Sheriff of said County:

You are hereby commanded to notify William E. Neuhouser, Jennie Neuhouser, his wife, Jacob Heitz and Zoa Heitz, his wife and Lester Oliver, that they have been sued by Charles Strubeck in the Court of Common Pleas of said Union County, and that unless the answer by the 5th day of October, A.D. 1889, the petition of the said plaintiff against them filed in the Clerks office of said Court, such petition will be taken as true, and Judgment taken accordingly.

You will make due return of this summons on the 16th day of September, A.D. 1889.

Witness my hand and the seal of said Court, this 6th day of September, A.D. 1889.

{seal} R. M. Crory, Clerk.

Sheriffs Return

And afterward, on the 10th day of September, the Sheriff of said County returned said Summons to the Clerk's Office in said County which return is as follows:

Service	$	90
Mileage	4	40
Copy	1	00
Total	$6	30

The State of Ohio.
Union County, ss

Received this Writ September 6th, A.D. 1889, at 11 o'clock A. M. and pursuant to its command, I served the same by delivering a certified copy thereof with the indorsements thereon to each of the within named defendants on the 10th day of September, 1889.

Thomas Martin, Sheriff.

Answer of Jennie Neuhouser

Afterward, on the 31st day of October, 1889, the following Answer was filed with the Clerk of said Court.

Charles Strubeck
vs
Wm E. Neuhouser, Jennie Neuhouser, Jacob Heitz, Zoa Heitz and Lester Oliver

Court of Common Pleas
Union County, Ohio.

And now comes the said defendant Jennie Newhouse and for answer to plaintiffs' petition says:

That she denies that she has any right, or claims any right in or lien on said premises, that she in any way or manner liable to plaintiff on the claims set forth in said petition, and said defendant therefor asks that she may go hence without day and recover of said plaintiff her costs herein and for all proper relief in the premises.

John M Brodrick
Attorney for defendant

State of Ohio
County of Union ss

Jennie Newhouse, the above named defendant, being sworn makes oath that the facts stated in the foregoing petition, are as affiant believes, true.

Jennie Newhouse

Sworn to by said Jennie Newhouse before me and signed by her in my presence this 31st day of October, 1889

{Seal} R. McCrory, Clerk.

Entry

5851

Afterward, on the 12th day of November, 1889, an Entry was made on the Journal by the Clerk of said Court.

Charles Strubeck
vs
William Newhouse et al

Journal 15, Page 179.

And now this cause came on for hearing upon the pleadings and evidence was submitted to the Court without the intervention of a Jury and the defendants each and all being in default for answer or demurrer to the petition except Jennie Newhouse who answers disclaiming any interest in the premises.

The Court find that the allegations of said petition are confessed by the defendants to be true.

The Court doth further find that the defendant William E. Newhouse executed the six several notes as set forth in the petition to the said Lester Oliver.

That four of said several notes were due and past due when the petition was filed and that two of them become due and payable respectively May 19th 1890 and May 19th, 1891.

The Court further find that there is due to the plaintiff from the defendant William E. Newhouse the maker of said notes which are over due and from said Lester Oliver as indorser thereof with interest to the first day of this term the sum of 1101.16.

The Court further finds that the said Lester Oliver did indorse and deliver said notes and mortgage to the plaintiff Charles Strubeck as set forth in the petition.

The Court further find that in order to secure the

Order of Sale

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of said notes which were purchase money notes, given for said premises the defendant William E. Newhouse executed and delivered to said Lester Oliver his heirs and assigns his certain mortgage as in the petition described and on the premises therein described. That said mortgage was duly recorded in Book No. 18 Page 409 of the Records of Mortgages of Union County Ohio. and is the first and best lien on the premises described in the petition.

The Court further find that the condition of defeasance in said mortgage has been broken and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed.

It is therefore considered and adjudged and decreed by the Court that the plaintiff recover of the said defendants William E. Newhouse and Lester Oliver as aforesaid the said sum of $1101.16 and his costs herein taxed to $ — . And that unless the said defendants shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to said plaintiff the sum of $1101.16 with interest at 7 per cent. from the 4th day of November, 1887 according to the terms of said mortgage deed, the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

And the said defendant Jennie Newhouse having filed her answer herein disclaiming any interest in the premises in the petition described this action is dismissed as to the said Jennie Newhouse.

Order of Sale

Afterward, on the 21st day of November, A.D. 1887, an Order of Sale was issued by the Clerk of said Court.

The State of Ohio.
Union County ss

To the Sheriff of said County, Greeting!

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 12th day of November, 1887 Charles Strubeck obtained a Judgment and decree against William E. Newhouse, and Lester Oliver for the sum of Eleven hundred 9/10 and 46/100 dollars and Fourteen and 57/100 dollars costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said William E. Newhouse and Lester Oliver within 5 days from the 12th day of November A.D. 1887 pay unto the said Charles Strubeck the said sum of Eleven hundred and one and 16 dollars with interest from the 4th day of November 1887 and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, command him to proceed, according to the

statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiff petition &c;

And whereas, the 5 days aforesaid have fully expired, and the said sum of Eleven hundred and six and 16/100 dollars and costs aforesaid, have not been paid, or any part thereof as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, town:

Being in Survey No. 5586, beginning at a stone in the center of a road South-westerly corner to John McComb lot of 39 acres, in said Survey; thence with John McComb line (true meridian course) N. 11° 1/4 - E. 183 poles to a stone and pierce of brick, said stone being in the line of B. F. McComb land; thence with his line S. 81° 1/4 - E 35 70/100 poles to a stone (witness a small hickory South-east 3 feet; thence S 11° 3/4 W 179 poles to a stake in the center of a road 6 1/2 feet, N. 89° 1/2 from the N. W. corner of Florence & 2nd C. F. Wells lot of 42 acres; thence with the center of said road S 89° 1/2 - W. 36 60/100 poles to the place of beginning containing 40 acres more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 21st day of November, A. D. 1889

Seal

R. McCleary, Clerk.

Sheriff's Return

And afterward, on the 4th day of January, 1890, the Sheriffs of said County returned said Writ to the Clerk's Office in said County, which return is as follows:

The State of Ohio
Union County, ss

Sheriff's Return

Received this writ the 21st day of November A. D. 1889 and on the 25 day of November, A. D. 1889, I called an inquest of John Henson, J. P. Elwinger, J. C. Martin three disinterested freeholders and residents of the County, and sworn the within described real estate to be duly appraised on their oath; they on the same day returned to me an estimate of the value thereof, (to-wit: $30.00) under their hands and seals, a copy of which I forth-with deposited with the Clerk of the within named Court. Thereupon I caused public notice of the time

Proof of Publication

and place of sale of said Real Estate to be given for more than thirty days, to-wit: five consecutive weeks) before the day of sale by advertisement in the "Marysville Tribune" a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 28th day of December, A. D. 1889 at the door of the Court House, in Marysville, Ohio, at the hour of One o'clock P. M. of said day, the time and place of sale specified in said notice I offered the within described Real Estate at public auction; and there struck off and sold same to Charles Strubeck for the sum of One Hundred and eighty dollars ($180.00) being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Service	$	45
Levy		50
Sum Appr		
Swear. "	1	25
Convey. "	2	00
Writing Appr'l		30
Copy of " "		30
Notice to Sender		30
Affidavit of " "		80
Writing Notice		30
Mileage	2	40
Poundage	16	35
Return		25
Total	$24	65
Appraisers Fees	$3	00
Printers Fees	$12	00

Thomas Martin, Sheriff.

Proof of Publication

Charles Strubeck
vs
William E. Neshouse 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 28th, 1889, 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 following: Beginning in Survey No. 5588, beginning at a stone in the center of a road South-easterly corner to John McComb lot of 39 acres in said Survey; thence with John McCombs line (true meridian course) N. 11¾ E. 183 poles to a stone and pieces of brick, said stone being in the lines of B. & M. McCombs land; thence with his line S 81¼ E. 35 40/100 poles to a stone, corners a small hickory South-east three feet: thence S 11¾ W. 179 poles to a stake in the center of a road 6½ feet North 89½ from the North-west corner of Florence E. and C. A. Reille lot of 42 acres: thence with the center of said road S. 89½ - W 36 60/100 poles to the place of beginning, containing 40 acres, more or less.

Appraised at $30.00 per acre. Terms of Sale, Cash.

Thomas Martin, Sheriff.

J. Hipple, Attorney.

Printers Fees $12.00

Sheriff Union County, Ohio

Taken from the Sheriff's "Sale Book"

Afterward, on the 7th day of January, A. D. 1890, the following Motion was filed with the Clerk of said Court, to-wit:

Motion	Charles Strubeck	Court of Common Pleas.
	vs	Union County, Ohio.
5851	William E. Neuhouser	

And now, comes the said plaintiff and moves the Court to confirm the sale of the premises made by the Sheriff under the former order of this Court and for an order to make a deed to purchaser.

J Hippler.

Entry — Afterward, on the 7th day of January, 1890, the following Entry was made on the Journal by the Clerk of said Court.

5851	Charles Strubeck	Court of Common Pleas,
	vs	Union County, Ohio.
	William E. Neuhouser and	
	Jennie Neuhouser, his wife	
	Jacob Heitz, and Ida Heitz, his wife,	Journal 15, Page 231.
	and Ernest Oliver.	

On motion of the plaintiff, and on this 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 Charles Strubeck by deed in fee simple the lands and tenements so sold and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to Our thousand and eighty dollars. It is ordered that the Sheriff out of the money in his hands pay

First. The taxes that are a lien upon said premises amounting to $20.34 to the Treasurer of said County.

Second. The costs of this action taxed to $58.69.

Third. To the plaintiff Charles Strubeck the balance of said proceeds amounting to $999.97 to apply on the Judgment and the interest due thereon heretofore rendered in his favor in this action. And the Court finds that after so applying said sum there still remains due and unpaid upon said Judgment the sum of $114.07 for which execution is awarded.

And it appearing that two of the promissory notes mentioned in the petition and which were secured by said mortgage dated May 16th, 1882 and falling due respectively May 16th 1890 and May 16th, 1891 each given for the sum of $225.00 and bearing interest at seven per cent per annum are not yet due and

Petition 5819

Copy of First Mortgage Compare Note

the proceeds of said sale bring insufficient to pay said notes or any part thereof and on motion to the Court by plaintiff this action is dismissed without prejudice to a new action on said notes.

And the Clerk is ordered to certify to the Recorder the satisfaction of the mortgage herein foreclosed.

Attest
A M Conry clerk

Be it remembered, that heretofore, to-wit, on the 15 day of June 1889, Connecticut Mutual Life Insurance Company filed in the Clerks Office of the said Court of Common Pleas the following Petition against Abram Wolford, et al.

Petition

5819

The Connecticut Mutual Life Insurance Company, a Corporation

vs

Abram Wolford, Elizabeth Wolford, his Wife, E. S. Brown, Receiver of the Northwestern Manufacturing and Car Company. The Massachusetts Loan and Trust Company Russell and Company, a Corporation, C. H. Tallman, The Eagle Machine Works a Corporation, J. H. Wall and C. Bourger

Petition for Money, Sale of Mortgaged Lands and Relief.

The Connecticut Mutual Life Insurance Company, a corporation, duly organized under the Laws of the State of Connecticut and authorized to transact business in the State of Ohio, for its First Cause of Action, says:

That on the Seventh day of April A. D. 1885, the said defendant Abram Wolford made and delivered to this plaintiff "The Connecticut Mutual Life Insurance Company" his certain our principal promissory note with coupon interest notes attached a true copy of which with all credits and endorsements thereon, are in the words and figures following, to-wit:

Copy of First Mortgage Coupon Note

First Mortgage Coupon Note

No. 1578. $500.00

Marysville, Ohio, April 7th, 1885

Five years after date I promise to pay to the order of "The Connecticut Mutual Life Insurance Company", Five hundred dollars. Negotiable and payable at the Office of said Company in Hartford Conn.. Value received, with interest at eight per cent. per annum after due until paid. The interest on

this Note to maturity is represented by coupon notes hereto attached, which with this Principal Note are secured by first lien on property described in the mortgage given to secure the same. This Note is payable without grace. The maker has the right to prepay this Note, in installments of $100.00 each, at any time after two years, by giving thirty (30) days notice to the Payee.
Due April 7th, 1870. Abraham Wolford.

Coupon Note 6. $20.00. Marysville, Ohio, April 7th, 1885
Thirty-six months after date I promise to pay to the order of "The Connecticut Mutual Life Insurance Company" Twenty dollars. Negotiable and payable at the Office of said Company in Hartford, Connecticut. Value received with interest at eight per cent per annum after maturity. This Note is payable without grace.
Due April 7th, 1888. Abraham Wolford.

Coupon Note 7. $20.00. Marysville, Ohio, April 7th, 1885
Forty two months after date, I promise to pay to the order of "The Connecticut Mutual Life Insurance Company" Twenty dollars. Negotiable and payable at the Office of said Company in Hartford, Connecticut. Value received with interest at eight per cent per annum after maturity. This note is payable without grace.
Due October 7th, 1888. Abraham Wolford.

Coupon Note 8. $20.00. Marysville, Ohio, April 7th, 1885.
Forty eight months after date I promise to pay to the order of "The Connecticut Mutual Life Insurance Company" Twenty dollars. Negotiable and payable at the Office of said Company in Hartford Connecticut. Value received with interest at eight per cent per annum after maturity.
This note is payable without grace.
Due April 7th, 1889. Abraham Wolford.

Coupon Note 9. $20.00. Marysville, Ohio, April 7th, 1885
Fifty-four months after date I promise to pay to the order of "The Connecticut Mutual Life Insurance Company" Twenty dollars. Negotiable and payable at the Office of said Company in Hartford, Connecticut. Value received with interest at eight per cent per annum after maturity. This note is payable without grace.
Due October 7th, 1889 Abraham Wolford.

Coupon Note 10 $20.00. Marysville, Ohio, April 7th, 1885.
Fifty months after date I promise to pay to the order of "The Connecticut Mutual Life Insurance Company" Twenty dollars Negotiable and payable at the Office of said Company in

Hartford Connecticut. Value received with interest at eight per cent per annum after maturity. This note is payable without grace.
Dated April 7th. 1890. Abraham Wolford.

That this plaintiff is now the legal owner and holder of said principal and promissory note and the interest coupons attached, that the same is due, and that no payments have been made thereon, and there are no indorsements.

That there is now due plaintiff on said principal promissory note, from said defendant, Abraham Wolford the sum of Five hundred, ($500.00) with interest on $500.00 thereof at the rate of eight per centum per annum, payable semi-annually, from the seventh day of April A.D. 1888, on $20.00 being the coupon due thirty months after date with interest at the rate of eight per centum per annum, from the seventh day of April, A.D. 1888, for which amount plaintiff asks Judgment.
For its Second Cause of Action the plaintiff says:
That all allegations
contained made in respect to said principal promissory note and said coupon interest note set forth in its first cause of action, are hereby made a part of this its second cause of action.

That in order to secure the payment of said principal promissory note and said coupons set forth in its first cause of action, and the interest accruing thereon, the said defendant, Abraham Wolford, (Elizabeth Wolford, his mother, joining,) executed, acknowledged and delivered to said, "The Connecticut Mutual Life Insurance Company his mortgage deed, on said seventh day of April, A.D. 1888. and thereby to said, "The Connecticut Mutual Life Insurance Company" its successors and assigns forever, the following described premises, lands and tenements, to-wit:
Situated in the Township of Allen, County of Union, and State of Ohio, and known as a part of Survey No. 15309 bounded
described as follows: Beginning at a stone where the Southerly line of the A. & G. W. Railway lands crosses the line formerly between J. H. Young & Isaac Mattoy; thence with the said former line of Young and Mattoy S. 35 3/4 E (correcting the course) 68 poles to a stone and bricks; thence North 35 3/4 W 68 poles to a stone and stake in the line of the R.R. lands; thence with said line North 38 E. 15 poles to the beginning, containing 6 acres more or less.
Also, a part of Survey No. 15309 and of Survey No. 12308, bounded and described as follows: Beginning at the starting point of the first described tract. thence South 35 3/4 East 173 1/2 poles (correcting the course) to a stone in place of two hickorys; thence

North 54½ East 39 50/100 poles to a stake and stone; thence 35 3/4 West 184 poles to a stone in the line of the A. & G. W. R.R. lands: thence with this line South 38-20-41 poles to the place of Beginning, containing 44 acres, being 43 acres in Survey No. 15309 and one acre in Survey No. 12308 and making the total number of acres embraced by said mortgage 50.

The said defendant Elizabeth Wolford (mother of said Abraham Wolford) joined her son in the execution, acknowledgment and delivery of said Mortgage Deed, and thereby did remise, release and forever Quit-claim unto the said "The Connecticut Mutual Life Insurance Company" its successors and assigns forever, all her right and title of dower in and to the above described premises.

On the 22 day of April, at 3 o'clock 20 minutes P. M. of said day said mortgage deed was left for record in the office of the Recorder of said County, and the same was duly recorded by him in Volume 22, Page 184 of Records of Mortgage Deeds on the 23rd day of April A. D. 1885.

Said mortgage deed has a written condition thereunder written, that if the said Abraham Wolford, his heirs, assigns executors or administrators, shall well and truly pay said principal Promissory Note and each of said coupon interest notes as they should severally become due and the interest accruing thereon, according to the true and effect thereof as aforesaid, the same to be void; otherwise to be and remain in full force and virtue in law and upon failure to pay either said principal or either of said coupon interest notes at maturity, or within thirty days thereafter, therewith the entire sum should be due.

The condition of said Mortgage Deed has been broken and the same has become absolute by the non-payment of the said coupon interest note due thirty-six months after date which became due April 7th, 1888, and has not been paid, and plaintiff elected to declare the interest debt due and payable in accordance with the terms of said Mortgage Deed. Since the execution and delivery of the notes and mortgage herein sued on the defendant Abraham Wolford who was then unmarried has married and his wife's name is Jennie Wolford and she made a party hereto and the issuing and service of summons is waived and her appearance is duly entered herein by her attorney J. M. Kennedy, Esq.

The plaintiff by virtue of said Mortgage Deed has a good and valid claim upon the premises therein described, which is the first and best lien thereon. That all the other defendants herein named have or claim to have a lien or liens upon or other interest in said mortgaged premises, but the plaintiff is unable to state the nature or extent thereof, but the same are Junior and subordinate to the lien and claim of the plaintiff.

The plaintiff prays that all the defendants above named may

be notifird of the filing and prndency of this pitition, and that they may be required to answer the same, and set forth specifically the nature and amount of their respective claims or liens upon said mortgaged premises, if any they have, and the time or times when the same attached thereto.

Wherefore, the said plaintiff prays judgment against the said defendant, Abraham Wolford for said sum of Five hundred dollars, (500^{00}) with interest on 500^{00} thereof at the rate of eight per centum per annum, payable semi-annually from the seventh day of April, A.D. 1888, and on 20^{00} thereof at the rate of eight per centum per annum from the seventh day of April, A.D. 1888 said last sum being on account of said coupon interest note.

And plaintiff further prays that the priority of the several liens on said mortgaged premises may be established; that the said premises may be ordered to be sold according to law; that the procede of such sale may be applied, first to the payment of taxes if any are due on said premises; second, to the payment of costs of this action; and third, to the payment of this plaintiff's lien in its proper order of priority, and if said premise should not sell for sufficient to satisfy said plaintiff's lien, that an execution issue, as upon judgments at law, for any unsatisfied balance; and that it may have such other and further relief as in equity it may be entitled to.

The Connecticut Mutual Life Insurance Co.
By Cole & Bates
& Charles E. Barrett, Attys.

The State of Indiana,
Marion County ss

Charles E. Barrett, being duly sworn, says that he is attorney for the plaintiff and that the matters and things set forth in the foregoing petition are true as he verily believes; that the plaintiff is a non-resident of the State of Ohio, and is now absent from said County, and the facts stated and allegations made are within affiants personal knowledge.

Charles E. Barrett.

Sworn to by said Charles E. Barrett, before me, and by him subscribed in my presence, this 14th day of June, A.D. 1888.

{seal}

Isaac E. Brokaw
Notary Public, Marion Co. Indiana

Praecipe

To the Clerk:

Issue a summons for said defendants, directed to the Sheriff of said County. Returnable according to law. Indorse: "Action for Money", Sale of Mortgaged Lands, & Relief.

Amount claimed $520.^{00}$ with interest on 520^{00} thereof at the rate of eight per centum per annum from the seventh

day of April, 1888.

Connecticut Mutual Life Insurance Company
By Colr & Balre
& Chas. E. Barrett, its Attys.

Summon — Afterward, on the 17th day of June, 1889. a Summons was issued by the Clerk of said Court.

5819 The State of Ohio. | Union County, ss | To the Sheriff of the County of Union, Greeting
We command you to notify Abraham Wolford and Elizabeth Wolford, his wife, E. S. Brown, Receiver of the North Western Manufacturing & Car Co., Russell & Co., (a corporation) C. H. Tallman, The Eagle Machine Works (a corporation), J. H. Wall & Leroy Borger, that they have been sued by the Connecticut Mutual Life Insurance Company in the Court of Common Pleas of Union County, and that unless they answer by the 13th Day of July, A. D. 1889 the petition of said Connecticut Mutual Life Insurance Company against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 24th day of June, A. D. 1889.

Witness my Hand and the Seal of said Court,
seal — This 17th day of June, A. D. 1889. at Marysville, Ohio

Sheriff's Return — And afterward, on the 24th day of June, 1889, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

Service	$	75
Mileage	3	20
Copy	1	00
Total	$4	95

The State of Ohio, Union County, ss | Received this Writ June 17th A. D. 1889 at ten o'clock A. M. And pursuant to its command, on the 20th day of June, A. D. 1889, I served the same by delivering a certified copy thereof with the indorsements thereon to Abraham Wolford, Elizabeth Jane Wolford, Wife of Abraham Wolford, C. H. Tallman, Leroy Borger & J. H. Wall within named defendants. All other defendants were not found in my County.

Thomas Martin, Sheriff.

Answer & Cross Petition of A. Wolford — Afterward, on the 11th day of July, 1889, Answer & Cross Petition was filed with the Clerk of Court, which is as follows:

The Connecticut Mutual Life Insurance Company
vs
Abraham Wolford, & Elizabeth Wolford et al | Union County Court of Common Pleas.

Now comes Abraham Wolford and for answer and cross-petition says: He admits the execution

of the note and mortgage to the "Connecticut Mutual Life Insurance Company, and of a mortgage to the North Western Manufacturing & Car Company. But denies that he is indebted to the Mass. Loan & Trust Company and to Russell & Company

2". She said Abraham Wolford further denies that said Elizabeth Wolford is his wife and he further denies that his wife joined him in the execution of said note & mortgage.

3". She said defendant further answering says that said Elizabeth Wolford who joined him in the execution of said note and mortgage is his mother. That she is the widow of Elijah Wolford, deceased, that she was seized of a life estate as the widow of said Elijah Wolford in said real estate so described in said mortgage and that was all the interest she thereby conveyed away.

Said defendant says that as to all of said liens except the lien of the Connecticut Mutual Life Insurance Company and the claim of the North Western Manufacturing Company which are mortgage liens upon said real estate. He is entitled to the benefit of the laws of Ohio providing the exemptions in lieu of a homestead to the heads of families, not being the owner of a homestead and being a married man living with his wife and his wife not being the owner of a homestead.

He therefore prays that upon the final disposition of this case and the sale of said real estate said funds be distributed first, to pay off said mortgage liens and any balance of the same be paid to him, the said defendant, as head of a family under and by virtue of said exemption laws of the State of Ohio and for proper relief in the premises.

J M Kennedy, Atty. for Deft.

State of Ohio,
Union County, s s.

Abraham Wolford, being duly sworn, says the facts and allegations of the foregoing Answer & cross-petition are as he believes true.

Abraham Wolford.

Sworn to and subscribed by the said Abraham Wolford before me this 11th day of July, A. D. 1889.

Seal

John M. Brodrick
Notary Public, Union County, Ohio

Afterward, on the 11th day of July, 1889, Answer & Cross-Petition was filed with the Clerk of said Court, which is as follows:

Answer & Cross-Petition of C. H. Tallman

Connecticut Mutual Life Ins. Co.
vs
Abraham Wolford et al

In the Court of Common Pleas of Union County, Ohio

And now comes the said defendant

E. H. Sallman and for answer to plaintiffs petition herein filed and by way of cross-petition herein says:

That on the 5th day of January A. D. 1886 Ezra Sallman obtained a judgment against said defendants Abraham Wolford and Elizabeth Wolford for the sum of $169 60/100 at eight per cent. interest, debt, and $3. 35/100 costs before E. M. Crary a Justice of the Peace of Allen Township Union County, Ohio.

On the 6th day of October, 1886 said defendant E. H. Sallman filed a transcript of said judgment in the Court of Common Pleas of Union County, Ohio, and the same thereby became a lien on said land described in plaintiffs petition.

There has been $2 38/100 increase cost on said judgment since said transcript was filed.

Afterward said E. H. Sallman filed in this Court his petition against said defendant Abraham Wolford and his wife Jennie Wolford and one John Wolford to set aside certain deeds made to defraud said E. H. Sallman and the other creditors of said Abraham Wolford. Said cause was numbered 5534 on the records of this Court.

This Court, on consideration, entered a decree setting aside said deeds and declaring said E. H. Sallman's judgment a valid lien on said premises. The costs in said last mentioned case amount to $28 83/100

Said E. H. Sallman therefor asks that if said premises are sold his interests herein be fully protected and that he be allowed the amount of his said claim out of the proceeds of said sale with interest, and for all proper relief in the premises.

John M. Brodrick Atty.
for E. H. Sallman.

The State of Ohio,
County of Union ss

John M Brodrick, being sworn, makes oath that said E. H. Sallman is a non resident of said County. That affiant is the duly authorized attorney for said E. H. Sallman, and that the facts stated in the foregoing answer and cross-petition are as affiant believes, true.

John M. Brodrick.

Sworn to by said John M Brodrick before me and signed by him in my presence this 11th day of July A. D. 1887.

seal

R. M. Crary, Clerk

Cross-Petition of J. H. Wall

Afterward, on the 12th day of July, 1887, Cross-Petition was filed with the Clerk of Court, which reads as follows:

Connecticut Mutual Life Insurance Co.
vs
Abraham Wolford et al

Court of Common Pleas
Union County, Ohio

And now comes the said

defendant J. H. Wall and for cross-petition herein says:
That on the --- day of March A. D. 1887 he recovered a judgment against said defendant Abraham Wolford before D. M. Crary a Justice of the Peace for Allen Township, Union County, Ohio, for the sum of $7.30 debt and $1.85 costs of suit
That on the 7th day of March 1887 he filed a transcript of said judgment with the Clerk of this Court and the same thereby became a lien on the lands described in the petition herein. That there fifty cents increase costs on said judgment. Said J. H. Wall asks that if said premises are sold he be allowed the amount due him out of the proceeds thereof, and for all proper relief.

John M. Brodrick
Attorney for J. H. Wall.

State of Ohio,
County of Union ss

J. H. Wall, the above named defendant being sworn makes oath that the facts stated in the foregoing cross petition are as affiant believes true.

J. H. Wall.

Sworn to by said J. H. Wall before me, signed by him in my presence this 12th day of July, A. D. 1887.

{seal}

R. M. Crary, Clerk

Entry

Afterward, on the 2nd day of August, 1887, the following Entry was made on the Journal by the Clerk of Court.

5819 The Connecticut Mutual Life Insurance Company
vs
Abraham Wolford et al

Journal 15, Page 152.

This cause now coming on for hearing was submitted to the Court on the petition of the plaintiff and the answer of the defendant Abraham Wolford and the demurrer and on consideration thereof, the Court find that the defendant Elizabeth Wolford has been duly served with summons and the defendant Jennie Wolford has voluntarily entered her appearance in this case and that both are in default for answer and demurrer and that the allegation of the petition are thereby confessed by them to be true and on the issue joined the Court finds that the defendant Elizabeth Wolford is the mother of the defendant Abraham Wolford and was seized of a dower right in all the land described in the petition which she released to plaintiff as alleged in the petition; that the said Abraham Wolford was unmarried at the time of the execution and delivery of the note and mortgage described in the petition but that he has since married the defendant Jennie Wolford who has no right of dower in said land as against plaintiff's claim; that there is due the plaintiff from the defendant Abraham Wolford on the promissory note of $500.00 set forth in the petition with interest to the 2nd day of

August 1887, at 8 per cent. per annum payable semi-annually the sum of $559 88/100 and on the twenty-dollar note set forth in the petition with interest at 8 per cent per annum to August 2nd 1887 twenty two 92/100 dollars making together the sum due Five hundred 92/100 seventy-five ($575.00) dollars.

The Court further find that in order to secure the payment of said note the defendants Abraham Wolford and Elizabeth Wolford his mother executed and delivered to said "The Connecticut Mutual 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 22, Page 184 of the Records of Mortgages of Union County, Ohio, and is a good and valid and first lien on the premises described in the petition and that the condition in said mortgage has been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant Abraham Wolford the said sum of $575.00 and its costs herein expended.

And it is further adjudged and decreed that unless the defendant Abraham Wolford 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 at 8 per cent. per annum from August 2nd, 1887 the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

And as to other defendants case is continued

Order of Sale

Afterward, on the 12th day of August, 1887, an Order of Sale was issued by the Clerk of said Court.

The State of Ohio,
Union County. ss

To the Sheriff of said County, - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 2nd day of August, 1887, the "Connecticut Mutual Life Insurance Company" obtained a Judgment and decree against Abraham Wolford for the sum of Five hundred and seventy-five dollars and twelve 92/100 dollars, costs of suit.

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Abraham Wolford within one day from the 2nd day of August, A. D. 1887 pay unto the said Connecticut Mutual Life Insurance Company the said sum of Five hundred 92/100 seventy-five dollars with interest from the 2nd day of August, 1887, and costs aforesaid: and, on default to pay the same, that an Order of Sale issue

Sheriff's Return

to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments & Executions at law, to sell the real estate described in the Plaintiffs petition &c: And whereas, the one day aforesaid have fully expired, and the said sum of Five Hundred & seventy-five dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments & Executions at law, the following lands & Tenements, situate in Union County, Ohio to-wit: Situated in the Township of Allen, Union County, Ohio, and known as a part of Survey No. 15309, bounded and described as follows: Beginning at a stone where the southerly line of the N. & W. R. Railway lands crosses the line formerly between J. H. Young and Isaac Mattox; thence with said former line of Young and Mattox S. 35° 3/4 E. (correcting the course) 68 poles to a stone and bricks; thence N. 35° 3/4 W 68 poles to a stone and stake in the line of the R. R. lands; thence with said line N. 38 - E. 15 poles to the beginning containing 6 acres more or less.

Also, A part of Survey No. 15309 and of Survey No. 12308 bounded and described as follows; Beginning at the starting point of the first tract described; thence S 35° 3/4 E 173 1/2 poles (correcting the course) to a stone in place of two hickorys: thence N. 54 1/2 - E. 39. 50 poles to a stake and stone; thence 35 3/4 W 184 poles to a stone in the line of the N. & W. R. R. lands: thence with this line S 38 - W. 41 poles to the place of beginning, containing 44 acres, being 43 acres in Survey No 15309 and one acre in Survey No. 12308 and making the total number of acres by said mortgage 50.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, this 12th day of August A. D. 1889.

{ seal }

R. McCrory, Clerk

Sheriffs Return

And afterward, on the 21st day of September, 1889, the Sheriff of said County returned said Writ to the Clerk's Office in said County, which return is as follows:

Sheriff's Fees		
Service	$	30
Levy		50
Summ. Appr's		
Swear. " "	$1	20
Survey " "	2	00
Writing Appr'l		30
Copy of " "		30
Notice to Printer		30
Affidavit to " "		30
Writing Notice		30
Mileage	1	60
Return		25
Total	$7	35
Appraisers' Fees	$ 3	00
Printer's Fees	$18	00

The State of Ohio
Union County ss

Received this writ the 12th day of August A.D. 1884, and on the 15th day of August, A.D. 1884, I called an inquest of J. C. Cline Joshua Norville, L. W. Cline, three disinterested free-holders and residents of the County, and caused the within described real estate to be duly appraised on their oathe; they on their said day returned to me an estimate of the value thereof, (to-wit: $37.00 per acre) under their hands and seals, a copy of which I forth-with deposited with the Clerk of the within named Court.

Thereupon I caused public notice of the time and place of sale of said Real Estate to be given for more than thirty days (to wit: five consecutive weeks) before the day of sale by advertisement in the "Marysville Tribune" a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 21st day of September, A.D. 1884, at the door of the Court House, in Marysville Ohio, at the hour of 1 o'clock P.M. of said day, the time and place of sale specified in said notice I offered the within described Real Estate at public auction; and there ---. Said property was not sold for want of bidders.

Thomas Martin, Sheriff

Proof of Publication

Connecticut Mutual Life Insurance Company
vs
Abram Wolford

Sheriff's Sale
On Order of Sale

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, September 21st, 1884, at or about the hour of one o'clock, P.M. on said day, the following described real estate, to-wit: Situated in the Township of Allen, County of Union, and State of Ohio, and bounded and described as follows: and known as part of Survey No. 15309 bounded and described as follows:

Beginning at a stone where the Southerly line of the B. & O. W. Railway lands crosses the line formerly between J. H. Young and Isaac Mattox; thence with said former line of Young and Mattox, S 35 3/4 E. (correcting the course) 68 poles to a stone and bricks; thence N. 35 3/4 W. 68 poles to a stone and stake in the line of the R.R. lands: thence with said line N. 38° E. 15 poles to the beginning, containing six acres, more or less.

Also. A part of Survey No. 15309 and of Survey No. 12308, bounded

Alias Order of Sale

and described as follows: Beginning at the starting point of the first tract described; thence S 35 3/4 E. 175 1/2 poles (correcting the course) to a stone in place of two hickorys: thence N. 54 1/2 E 39 50 poles to a stake and stone: thence 35 1/2 - W 184 poles to a stone in the line of the A. & G. W. R. R. lands: thence with this line S 38° W. 41 poles to the place of beginning, containing 44 acres being 43 acres in Survey No. 15309, and one acre in Survey No. 11308 and making the total number of acres by said mortgage, 50.

Appraised at $37.00 per acre. Terms of Sale, Cash.

Thomas Martin, Sheriff of Union County, Ohio.

The State of Ohio, Union County, ss

She undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with August 21st, 1889.

W. O Shearer.

Sworn to and subscribed before me, this 4th day of November A.D. 1889.

{seal} R. McCrory, Clerk.

Alias Order of Sale

Afterward, on the 23rd day of September, 1889, Alias Order of Sale was issued by the Clerk of said Court.

The 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 2nd day of August, 1889, "The Connecticut Mutual Life Insurance Company" obtained a judgment or decree against Abram Wolford for the sum of Five hundred and seventy-five dollars and Forty and 18/100 dollars, costs, of suit:

And whereas, it was there and there by said Court ordered, adjudged and decreed that the said Abram Wolford within one day from the 2nd day of August, A.D. 1889 pay unto the said Connecticut Mutual Life Insurance Company the sum of Five hundred and seventy-five dollars, with interest from the 2nd day of August, 1889 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 one day aforesaid, have fully expired and the said sum of $575.00 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 12th day of August, A.D. 1889, the following land

and Tenements were appraisd, advertised and offered for
sale, to-wit: Situated in the County of Union and State of Ohio
and Township of Allen, to-wit: Being a part of Survey No. 15309
bounded and described as follows: Beginning at a stone where
the Southerly line of the N. & S. W. Railway lands crosses the
line formerly between J. H. Young and Isaac Mattox; thence with
said former line of said Young and Mattox S 35 3/4 E. (correcting
the course 68 polse to a stone and bricks; thence N. 35 3/4 W. 68
polse to a stone and stake in the line of the R. R. lands; thence
with said line 38 E. 15 polse to the beginning containing six
acres more or less.

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, therein, were appraised at the
sum of $37.00 per acre, and the money arising from said
sale, and your proceedings therein, leave 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 seal of said Court, at
Marysville this 23rd day of September, A.D. 1889.
R. McCrory, Clerk.

[seal]

Sheriff's Return

And afterward, on the 26th day of October, 1889. the Sheriff
of said County returned said Writ to the Clerk's Office in said
County, which return is as follows:

Service	$	30
Notice to Pit		30
Affidavit of "		30
Writing Notice		30
Mileage	1	60
Total	$ 2	80
Printers Fees	$ 18	00

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

In obedience to the command of
the order of sale herein annexed, I did on the
25th day of September, 1889 cause 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 26th day of October, A.D. 1889 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 26th day of October A.D. 1889, at the time and place
above mentioned, proceed to offer said lands and tenements at
public sale at the door of said Court House.

Said lands were not sold for want of bidders.

Thomas Martin, Sheriff.

Proof of Publication

Return and Petition of Eagle Machine Works Co.

Proof of Publication

Connecticut Mutual Life Insurance Company
vs
Abram Wolford

Sheriff's Sale
On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, October, 26th, 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 Allen, County of Union and State of Ohio, and bounded and described as follows: Beginning at a stone where the Southerly line of the S & G. W. Railway land crosses the line formerly between J. H. Young and Isaac Mattox; thence with said former line of Young and Mattox, South 35° 3/4 E. (correcting the course) 68 poles to a stone and bricks; thence North 35° 3/4 W. 68 poles to a stone and stake in the line of the R. R. lands; thence with said line North 38° E. 15 poles to the beginning, containing six acres, more or less.

Also, A part of Survey No. 15309 and of Survey No. 12308, bounded and described as follows: Beginning at the starting point of the first tract described; thence South 35° 3/4 E. 175 1/2 poles (correcting the course) to a stone in place of two hickories; thence N. 54 1/2 E. 39 50/100 poles to a stake and stone; thence 35° 3/4 W. 184 poles to a stone in the line of the S. & G. W. R. R. lands; thence with this line S 38° W. 41 poles to the place of beginning containing 44 acres, being 43 acres in Survey No. 15309, and one acre in Survey No. 11308, and making the total number of acres by said mortgage, 50.

Appraised at $37.00 per acre. Terms of Sale, Cash.
Thomas Martin, Sheriff of
Union County, Ohio.

Copied from Sheriff's Sale Book

Answer and Cross-Petition of Eagle Machine Works Co.

Afterward, on the 4th day of November, 1887, Answer and Cross-Petition was filed with the Clerk of Court which is as follows:

Connecticut Mutual Life Insurance Company
vs
Abraham Wolford et al

Court of Common Pleas,
Union County Ohio.

The said defendants "The Eagle Machine Works Co. for their Answer and cross-petition to the petition of the plaintiff says:

That said Machine Works Co. on the 24th of October 1887, recovered Judgment in this Court against said Abraham Wolford and Calvin Wolford for the sum of $130 98/100 with 6 per cent interest from October 24th, 1887 and --- $ costs and increase costs that execution issued thereon and a return of no goods lands or tenements found wherein to levy.

That on the 22nd of January, 1889 another execution issued

upon said Judgment to satisfy the same and on the same day January 22nd, 1889, the Sheriff of said County levied on the following real estate in said County as the proprity of said Abraham Wolford, towit:

Part of Survey No. 15309, Beginning at a stone where the South line of the A. & G. Western R.W. land crosses the line formerly between J. H. Young and Isaac Mattox; thence with said former line of Young & Mattox S 35¾ - E. 68 poles to a stone & brick under it; thence S. 38 - W. parallel with said Railway lands 15 poles to a stone and stake in the line of said R.R. lands; thence N. 35¾ - W. 68 poles to a stone in the line of said R.R. land; thence with said line N. 38 - E. 15 poles to the Beginning containing 6 acres.

Also another parcel in Survey No. 15308 & 15309 as follows, viz: Beginning at the same corner as above parcel; thence S 35¾ - E. 173½ poles to a stone in the place of two hickories: thence N. 54¾ - E 32½ poles to a stake and stone; thence N. 35¾ W 184 poles to a stone in the line of said R.R. land; thence with their line S. 38 - W. 41 poles to the Beginning, containing 43 acres in Survey 15309 and one acre in Survey No. 15308 making 44 acres & 6 acres equal 50.

That said Connecticut Mutual Insurance Company hold a prior mortgage on said lands with a mistaken description of said 6 acres, but said Judgment of the said C. H. Sallman and other defendants are not prior and better than the lien of said Eagle Machine Works. That said decree setting aside as fraudulent the conveyance by said Wolford in the petition of said Sallman did not give to said Sallman any priority over said Eagle Machine Works Co. which was not made a party thereto.

Wherefore the said Eagle Machine Works Co ask a decree in its favor for said Judgment and costs and interest and increase costs and such further order and decree as law & equity may require.

J.W. Robinson Attorney for said
Eagle Machine Works Co.

The State of Ohio,
Union County ss

J.W. Robinson, being duly sworn, says he is the Attorney of the Eagle Machine Works Co in the above cause and that said Co. is not a resident of said County of Union & he believes the allegations of the foregoing answer and cross-petition are true.

J.W. Robinson, Atty.

Sworn to before me and signed in my presence by J.W. Robinson this 4th day of November, 1889.

seal

R. McCrory, Clerk

Entry

Order of Sale

Entry

Afterward, on the 8th day of November, 1889, the following Entry was made on the Journal by the Clerk of said Court.

The Connecticut Mutual Life Insurance Company vs Abram Wolford et al | Journal 15, Page 174.

It appearing to the Court that the real estate taken on execution herein and ordered to be sold has been twice advertised and offered for sale under the present appraisement and still remains unsold for want of bidders now on motion of plaintiff the said appraisement is hereby set aside and it is ordered that a new one be made.

Order of Sale

Afterward, on the 11th day of November, 1889, Order of Sale was issued by the Clerk of said Court.

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 27th day of May, 1889, the Connecticut Mutual Life Insurance Co. obtained a Judgment and decree against Abram Wolford for the sum of Five hundred and seventy five dollars and Seventy $\frac{18}{100}$ dollars, costs of suit.

And whereas, it was then and there by said Court, ordered, adjudged and decreed, that the said Abram Wolford within one day from the -- day of May, A.D. 1889 pay unto the said "Connecticut Mutual Life Insurance Company the said sum of Five hundred & Seventy-five dollars, with interest from the 2nd day of August, 1889, and costs aforesaid; and, on 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 one day aforesaid have fully expired, and the said sum of Five hundred and seventy five dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments & Executions at law, the following land and tenements, situate in Union County, Ohio, to-wit:

Bounded and described as follows, to-wit: Part of Survey No. 15309, beginning at a stone where the Southerly line of the B. & O. W. Railway lands crosses the line formerly between J. H. Young and Isaac Mattox; thence with the said former line of Young & Mattox S. 35 $\frac{3}{4}$ E. (correcting the course) 68 polrs to a stone and bricks; thence S. 38 W. parallel with the R. R. lands 15 polrs to a stone and bricks; thence N 35 $\frac{3}{4}$ W. 68 polrs to a stone and stake in the line of the R. R. lands; thence with

said line N. 38 E. 15 polrs to the beginning, containing 6 acres more or less.

Also another tract of land, in the same Survey No 15309 and Survey No 15308, and beginning at the same corner: thence S 35 3/4 - E. 173 1/2 polrs (correcting the course) to a stone in the place of two hickories; thence N. 54 1/4 E. 39 50/100 polrs to a stake and stone; thence N. 35 3/4 - W. 184 polrs to a stone in the line of the K & G. W. R. R. lands: thence with their line S. 38° W. 41 polrs to the place of beginning, containing 44 acres of land 43 acres being in Survey No. 15309 and one acre in Survey No. 15308.

We therefor 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 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 therein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 11th day of November A. D. 1889.

Seal

R. McCleary, Clerk

Sheriff's Return

Afterward, on the 21st day of December, 1889, the Sheriff of said County returned said Writ to the Clerk's Office in said County, which return is as follows:

Service	$	30
Levy		50
Summ. Appis	1	20
Copy " "	2	00
Writing Appril		30
Copy of " "		30
Notice to Atr.		30
Affidavit of "		30
Writing Notice		30
Mileage	1	60
Poundage	16	00
Return		25
Total	$23	35
Appraisers' Fees	3	00
Printers' Fees	18	00

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

Received this Writ the 11th day of November, A. D. 1889, and on the 14th day of November A. D. 1889, I called an inquest of O. B. Eaton, Henry Reuben and Mr. Abe Smith three disinterested free-holders and residents of the County, and sworn the within described real estate to be duly appraised on their oaths: they on the same day returned to me an estimate of the value thereof, (to wit: $32.00) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

Thereupon I caused public notice of the time and place of sale of said Real Estate to be given for more than Thirty days, (to-wit: five consecutive weeks) before the day of sale by advertisement in the "Marysville Tribune" a newspaper printed in said Union County

and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

✓ And on the said 21st day of December, A.D. 1887 at the door of the Court House, in Marysville, Ohio, at the hour of 1 o'clock P.M. of said day, the time and place of sale specified in said notice I offered the within described Real Estate at public auction; and there and there said lands were sold to Louisa E. Sparks for the sum of Seventy-one $^{34}/_{100}$ dollars per acre.

Thomas Martin, Sheriff

And said sum being more than the two-thirds of the appraised value thereof, and said Louisa E. Sparks being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to her for said sum of $1067^{00} dollars.

Thomas Martin, Sheriff.

Proof of Publication

Connecticut Mutual Life Insurance Company
vs
Abram Wolford

Sheriff's Sale
On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on December 21st, 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 Allen, County of Union, and State of Ohio, and bounded and described as follows: and known as part of Survey No. 15309, bounded and described as follows:

Beginning at a stone where the Southerly line of the A. & G. W. Railway lands crosses the line formerly between J. H. Young and Isaac Mattox: thence with said former line of Young and Mattox South 35$^{3/4}$ E. (correcting the course) 68 poles to a stone and bricks: thence North 35$^{3/4}$ W. 68 poles to a stone and stake in the line of the R. R. lands: thence with said line North 38° E. 15 poles to the beginning containing six acres, more or less.

Also, a part of Survey No. 15308 and of Survey No 15309 bounded and described as follows: Beginning at the starting point of the tract first described: thence S. 35$^{3/4}$ E. 175$^{1/2}$ poles (correcting the course) to a stone in place of two hickories: thence N. 54$^{1/2}$ - E. 39$^{50/100}$ poles to a stake and stone; thence 35$^{3/4}$ - W. 184 poles to a stone in the line of the A. & G. W. R. R. lands; thence with this line S 38 - W 41 poles to the place of beginning, containing 44 acres, being 43 acres in Survey No. 15309, and one acre in Survey 15308, making the total number of acres by said mortgage, 50.

Appraised at $32^{00} per acre. Terms of Sale, Cash.

Thomas Martin, Sheriff.

Cross-Petition of E. S. Brown

Afterward, on the 14th day of December, 1889, Cross-Petition was filed with the Clerk of Court, which reads as follows:

The Connecticut Mutual Life Insurance Company

vs

Abraham Wolford et al.

Answer and Cross-Petition of E. S. Brown, Receiver of North Western Mfg and Car Co

The defendant E. S. Brown, Receiver of the North Western Manufacturing and Car Company says that the defendants Abraham Wolford and Elizabeth Wolford did on the 24th day of July, 1886 convey the premises in the petition described to said E. S. Brown, Receiver of the North Western Manufacturing and Car Company by mortgage to secure the payment of ($100.00) One hundred dollars with interest at 6 per cent. per annum from the 24th day of July 1886 which deed of mortgage was on the 7th day of September, 1886 duly left for record with the Recorder of said County of Union and Brown and still is a valid and subsisting lien on said premises, and said Abraham Wolford, Jennie Wolford, and Elizabeth Wolford has paid no part of said $100.00. And the amount of $100.00 with interest at 6 per cent. per annum from the 24th day of July 1886 is still due and owing from said Abraham Wolford Jennie Wolford and Elizabeth Wolford to said E. S. Brown Receiver of the North Western Manufacturing and Car Co.

Wherefor said E. S. Brown as Receiver of the North Western Manufacturing and Car Co. prays that said property may be sold and his said claim be satisfied out of the procrds thereof and such other and proper decree as law and equity may require.

W. S. Hoopes Attorney for
E. S. Brown, Receiver &c:

State of Ohio,
Union County, ss,

W. S. Hoopes, being sworn, says he is the Attorney of the said E. S. Brown, Receiver of the North Western Manufacturing and Car Co. and that said Brown is not a resident of said County of Union and that he believes said allegations to be true.

W. S. Hoopes.

Sworn to and subscribed in my presence by W. S. Hoopes this 14th day of December, 1889.

Seal

Jas. S. McCampbell, Notary Public.

$100.00. Marysville, Ohio, July 24, 1886.

October 1st, 1888, after date we promise to pay to the order of E. S. Brown, Receiver of North Western Manufacturing and Car Co. One hundred dollars. Value received with interest at 6 per cent. per annum from date.

Jennie her mark Wolford.
Abraham Wolford.

Motion

Entry

5819

✓

Motion

Afterward, on the 6th day of January, a motion was filed with the Clerk of Court which is as follows:

Connecticut Mutual Life Insurance Company
vs
Abraham Wolford et al

Now comes Elizabeth Wolford by her Attorney and moves the Court to set off and allow to her as the widow of Elijah Wolford, deceased, all or any balance that may be found after paying costs and tax and the judgment of the plaintiff and the Judgment liens upon the mortgage of the North Western Manufacturing and Car Co.

Said Elizabeth Wolford was the widow of said Elijah Wolford, deceased and had dower in 150 acres owned by said Elijah Wolford in his life time which land was sold and the money invested in the land just sold at the suit of the plaintiff. She therefor asks the Court to allow her said balance in lieu of her dower in the same.

Elizabeth Wolford, by
J. M. Kennedy, Attorney.

Entry

Afterward, on the 7th day of January, 1890, the following Entry was made on the Journal by the Clerk of Court

5819

Connecticut Mutual Life Insurance Company
vs
Abraham Wolford

Journal 15. Page 235.

An motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court, It is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Louisa E. Sparks by deed according to law the property so sold and the purchaser is hereby subrogated to all the right of the said lien-holders in said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgages herein sued on to be entered on the records thereof in the office of the Recorder of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to ($1067.") One hundred and sixty seven dollars, it is ordered that the Sheriff out of the money in his hands pay ---

First. To the treasurer of this County the taxes, penalty and interest against said property, to-wit, the sum of ---$.

Second. The costs of this action taxed at $ - - - -.
Thirdly. To the plaintiff, the Connecticut Mutual Life Insurance Company the amount heretofore found due it with interest to wit: the sum of $ 596.69.
Fourthly. To E.S. Brown, Receiver of the North Western Manufacturing and Car Company the sum of $120.77 amount due on mortgage held by said Brown, as Receiver and case continued as to balance.

Attest
R M Bowyer clerk

Alias continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, to wit, on the 24th day of October 1887, E. Aultman & Co. Plaintiff in Error, filed in the Clerk's Office of the said Court of Common Pleas the following Petition in Error against H. M. Haines, Defendant in Error.

Petition in Error.

E. Aultman & Co
vs Plff in Error
H. M. Haines
Defdt. in Error

Union County Court of Common Pleas

5433

The Plaintiff in Error says that on the 3rd day of December A.D. 1886 in an action pending before Matthew Longrel, a Justice of the Peace within and for Washington Township, in Union County, Ohio, in which said action Defendant in Error was Plaintiff, and Plaintiff in Error was Defendant, the Defendant in Error, by the consideration of said Court recovered a Judgment against the plaintiff in Error.

A transcript of the docket and Journal entries whereof, together with all the original papers therein, is filed herewith.

There is error in said record and proceedings in this to-wit:

First. Said Court erred in issuing an order of attachment when there had been no affidavit filed in this office in accordance with the Statute in such case made and provided.

Second. Said Court erred in overruling the motion of said plaintiff in Error to dismiss said attachment.

Third. Said Justice erred in rendering Judgment for defendant in Error.

S. B. Fulton, for
Plaintiff in Error.

Entry 5433

Entry 5433

Petition

Afterward, on the 14th day of March, A.D. 1888, the following Entry was made on the Journal by the Clerk of said Court

Entry — C. Fultman & Co vs H. M. Haines 5433 — Journal 14, Page 419.

This day this cause came on to be heard upon the Petition in Error, and was argued by counsel. On consideration whereof and the Court being fully advised in the premises, find that there is error, in the proceedings had before said Justice to the prejudice of the said Plaintiff in Error.

It is therefore considered and adjudged that the Judgment of the said Justice of the Peace be reversed, and the said cause is set down for trial in this Court, and the said Defendant in Error is given leave to file petition instanter, and the Plaintiff in Error, has leave to plead thereto until Saturday the 24th day of March 1888.

Entry

Afterward, on the 6th day of March A.D. 1887, the following Entry was made on the Journal by the Clerk of said Court.

5433 — C. Fultman & Co vs Harvey M. Haines — Journal 15, Page 34

This day the Court granted leave to Harvey M. Haines to file petition in this case this day, and thereupon Harvey M. Haines filed his petition therein.

Petition

Afterward, on the 6th day of March, A.D. 1887, a Petition was filed with the Clerk of said Court.

Harvey M. Haines vs Aff. — C. Fultman & Co Deft. — Court of Common Pleas Union County Ohio

The plaintiff says the Defendants are a company doing business in the name and style of C. Fultman & Co. in the State of Ohio, and that on or about the 15th of June 1882 he brought from the Defendants a combined Draper Machine of the Defendants make in the manner hereinafter mentioned, to-wit: Said Machine had been sold to one J. M. Danforth and delivered to him but on account of its not doing good work said Danforth refused to receive and pay for by said Danforth the Defendants promised plaintiff that if he would buy of them said Machine they would put it in good running order as good as new so that it would do good work as a Draper of grain and the plaintiff in consideration that defendants agreed with him to put said machine in good working order as good as new so as to do good work as time to enable plaintiff to cut his grain that year he, plaintiff, agreed them with Defendants to pay them for said machine the sum of one hundred dollars and gave his two notes of fifty dollars each with warrants of attorney attached to each to take judgments thereon.

Said Defendants took with them some parts of the said machine and promised to repair the same and send the same to their agent

J. M. Hunn at Marysville, Ohio, with instructions to start said machine in
the condition aforesaid to be as good as new and to do good work as
such and thereupon at the time plaintiff waited until his grain
was ready to cut and then went to Marysville, Ohio, and said Hunn
defendants Agent, who had not received said machine, and though
plaintiff notified him to comply with defendants said agreement
he was unable to do so and did not do so and did not and could
not comply with said demand and defendants never did anything
to said machine and did not repair it nor attempt to do.

That plaintiff by the use of other machinery repaired said
machine so that he cut his 8 acres of wheat that year, but it did
not do good work and really was wholly unfit to do said work and
was not and is not of any value whatever as defendants were
notified by plaintiff and of which they had knowledge and plain-
tiff further says he has never used said machine since and
could not do so by reason of said defects.

That the defendants took Judgment on said notes by virtue
of said warrants of attorney in the County of Stark in Ohio against
plaintiff and he paid the same in full with the interest on
execution about the 15th of October 1886.

Plaintiff says his expenses and loss of time and going to
Marysville for said machinery and to get said repairs and said
machine properly started were at least ten dollars and he has
wholly lost without his fault said sum of money paid as aforesaid
by reason of the said wrongs and neglect of defendants and says there
is due him by reason of said wrongs, neglect and failure to comply
with their said contract and said expenses the sum of one hundred
and ten dollars with interest from July 1st, 1882 on fifty dollars and
on fifty dollars from July 1st 1883, and therefore he prays Judgment
against defendants for said one hundred and ten dollars with
interest from June 15th, 1883

W. S. Heoops

J. W. Robinson, Atty. for Plff.

State of Ohio
Union County ss

Harvey M. Haines, being duly sworn, deposes and
says he believes the allegations of the foregoing petition are true.

Harvey M. Haines

Sworn to before me by Plaintiff and signed in my presence
by him this 6th day of March 1887.

Seal

R. McCrory, Clerk
By W. M. Winget

Entry

Afterward, on the 14th day of June A. D. 1887, the following Entry
5433 was made on the Journal by the Clerk of said Court.

H. M. Haines
vs
C. Aultman & Co

Journal 15, Page 114

This day the defendants asked and obtained leave to
to file their answer which leave is granted and their answer filed.

Thereupon the defendants made a showing for continuance of the cause. Whereupon the defendants having made sufficient showing by reason of absence of witnesses for a continuance; which motion is sustained and the cause is continued on defendants motion and at defendants costs.

Wherefore it is considered and adjudged by the Court that plaintiff recover of defendants the costs of this bill taxed to $---.

Answer — Afterward, on the 14th day of June 1889. Answer was filed with the Clerk of said Court.

5433 Harvey M. Haines Plff. vs C. Aultman & Co. Defts | Court of Common Pleas, Union County, Ohio

The defendant now comes and for answer to the above entitled case says. It admits it is a corporation doing business under the name and style of C. Aultman & Co. It denies each and every other allegation contained in said petition.

L. W. Ayers. Atty. for Defendant.

State of Ohio, Union County ss

L. W. Ayers, being duly sworn, says he is the attorney of the above named defendant. That the same is a Corporation and has no President or other Chief Officer residing in said County of Union.

That the facts stated and allegations in the foregoing petition are as he believes true.

L. W. Ayers.

Sworn to before me and signed in my presence this 12th day of June A. D. 1889.

R. McCrory. Clerk

{seal}

By. W. M. Winget Deputy.

Entry — Afterward, on the 8th day of November, A. D. 1889, the following Entry was made on the Journal by the Clerk.

5433 Harvey M. Haines vs C. Aultman & Co | Journal 15. Page 172.

This day defendants asked and obtained leave to file amended herein instanter.

Amended Answer — Afterward, on the 8th day of November. A. D. 1889. Amended Answer was filed with the Clerk of said Court.

Harvey M. Haines, Plff vs C. Aultman & Co., Defts. | Union County Court of Common Pleas

First Defense: The defendant for amended answer says, it is a duly incorporated Company, under the laws of Ohio, with its principal office and place of business at Canton, Stark County, Ohio: and therefore the plaintiff should not be allowed to maintain this action against it. Second Defense: The defendant says it is true that defendant obtained judgment against plaintiff, in the Court of Common Pleas in and for Stark County, Ohio, upon his two promissory notes, and that

the said judgment was collected upon execution duly issued to and
levied by the Sheriff of this County; but, defendant says, said notes
were given, by plaintiff, for the purchase from this defendant of
a machine, which said purchase was made upon the written order
of said plaintiff, signed by him, which order contained the following
stipulations of warranty, to-wit:

"The machine herewith ordered is warranted, with proper usage
and management, to work equal to or better than any first class
machine made for doing the same work. If, in our daily trial, it
shall not perform as above warranty provides, the purchaser agrees
to notify C. Aultman & Co., or the agent within named, and allow
them time to get to the machine, and remedy the defect, if there
be any. (if it be of such a nature that a remedy cannot be suggested
by letter) the purchaser rendering necessary and friendly assistance

If the machine cannot be made to fill the warranty it shall
be returned by the purchaser to the place where received.

Now than our daily use of said machine, shall be considered
an acceptance of it, and this warranty shall not be binding if the
machine shall be delivered before settlement shall have been made
for same, as stipulated."

The said machinery was sold and delivered to plaintiff upon
the conditions of warranty contained in said order aforesaid and
accepted by said plaintiff under the same conditions; that said
plaintiff did not, within one day after the first use of said
machinery, as provided in said warranty give to this defendant,
or its local agent written notice stating wherein it failed to fill said
warranty, nor give the defendant opportunity to remedy the defects,
if there were any, nor did the plaintiff return or offer to return either
said machinery or defective parts thereof and give the defendant
opportunity to make the same good or return the consideration to the
plaintiff, but said plaintiff continued to use said machinery long after
the time mentioned in said order and warranty. The defendant
says that plaintiff in his order agreed to return said machinery to
the place from whence received, in case it failed to fill its warranty
and to make no other claim on this defendant, which he did not do
and he is therefore estopped to claim damages against defendant.

The defendant further says that said plaintiff agreed that
the continued use of said machinery, after the expiration of the time
named in said warranty, should be evidence of the fulfillment of said
warranty and full satisfaction to him and agreed to make no other
claim of C. Aultman & Co., defendant; that said plaintiff did continue
to use said machinery for a period much longer than that mentioned
in said order. Whereby he is estopped to plead Breach of Warranty
or claim damages against this defendant.

The defendant says its warranty being in writing, the plaintiff
is estopped to plead any different or parol warranty of said machinery.

Wherefore the defendant denies each and every allegation in the
said petition contained and not herein specifically admitted and prays
to be dismissed with its costs.

H. W. Ayers and James C. McMath
Attys for Deft

State of
Stark Co

Attorney
laws of
answer

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Seal

Reply 5433

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State of Ohio
Stark County ss

James C. McMath being duly sworn says he is the attorney for the defendant, C. Aultman & Co., a Corporation under the laws of Ohio, and that he believes the facts stated in the foregoing answer to be true.

James C. McMath

Sworn to before me and signed in my presence this 23rd day of October, A.D. 1889.

Seal

Willis H. Shaufelt,
Notary Public, Stark County, Ohio.

Reply

Afterward, on the 15th day of November, A.D. 1889, a Reply was filed with the Clerk of said Court.

5433 Harvey M. Haines Plff.
vs
C. Aultman & Co. Defts

Court of Common Pleas, Union County Ohio

The plaintiff for Reply to the defendants amended answer says he denies that any written warranty or order for said machine was signed by plaintiff and says the only warranty made by defendants was a verbal warranty. And he denies that the warranty made by defendant contained any of the conditions mentioned in said answer and he says that the only warranty and contract in relation to said machine was as follows, viz: Said plaintiff gave the said note to defendants in consideration that defendant then agreed with him that it would repair said machinery and put it in as good condition as new so as to do as good work as a new machine and do good work as a grain machine and do so before his grain would become ripe that year and in time to cut his grain that year. And would have defendants agent so put said machine in said condition.

Defendant denies that he used said machine except in the manner alleged by him in his petition and says defendant did not repair said machine and did not fix it in any manner and defendant took away parts of said machine when said contract was made and never returned any part thereof although plaintiff at the time his grain was ready to cut demanded of J. M. Munn the agent of defendant in said County of Union that said defendant return said parts of said machine and that defendant repair said machine and put it in order as the defendant had agreed as aforesaid but defendant failed and neglected wholly to do any thing in regard thereto.

Plaintiff denies that he agreed to return said machine but defendant then agreed with plaintiff that if said defendant did not make it as good as new and do as good work as a new machine he might leave it in the field and his said note would be returned to him. Wherefore plaintiff prays judgment as he has done in his petition.

W. S. Hoopes.
J. W. Robinson Attys. for Plff.

State of Ohio,
Union County. ss

H. M. Haines, plaintiff, being duly sworn deposes and says the allegations of the foregoing Reply are true.

H. M. Haines.

Sworn to Before me and signed in my presence this 15th day of November, 1887.

Seal R. McCrory, Clerk of Courts.

Affidavit of N. E. McLean

Afterward, on the 19th day of November, 1887. Affidavit was filed with the Clerk of said Court

H. M. Haines Plff
vs
E. Aultman & Co. Defts

Court of Common Pleas. Union County. Ohio

State of Ohio, Union County, ss

Nat. E. McLean being duly sworn states on oath that he is one of the attorneys for the defendant E. Aultman & Co. and that he cannot safely go to trial in this case without the testimony of Samuel W. Strickland who is a material and important witness for said defendant; that he is informed and believes that if said Samuel W. Strickland were here present in Court he would testify that he was in May 1882 an agent for said defendant E. Aultman & Co. and made the sale of the machine described in the pleadings to the plaintiff; that said machine was second hand and was sold for one hundred dollars when the price and value thereof when new was $180.00 and that it was sold at such reduced price because of its former use and its not being a new machine; that he, said Strickland, agreed and did furnish repairs or extras to supply the place of such parts as were worn out or broken, and, that said E. Aultman & Co. fully complied with every promise and agreement by him made at the time of said sale and concerning said machine which was known to said Haines to be second hand and that he was buying the same at a very little over half the price of a new machine; and affiant says said Strickland will rebut and disprove the statements of plaintiff as set out in his petition, and reply; that affiant believes said witness's testimony can be procured by the next term of this Court; that the whereabouts of said Strickland was unknown to affiant until today when he learned that he was in Springfield, Ohio; that this application is not made for delay merely, but that justice may be done.

Affiant further says that said Strickland is engaged as a traveling salesman for a company located at said City of Springfield, Ohio, as he is just now informed and believes; that this case was tried before the Justice by Mr. F. B. Fulton, the former Attorney of E. Aultman & Co. And the present attorneys were informed and were under the impression that the machine in question was sold by J. M. Munn as the agent of E. Aultman & Co until yesterday when it was learned by an examination of the notes

Notice 5433

Entry 5433

given by Haines and which were reduced to Judgment in the Common Pleas Court of Stark County, Ohio, that the sale was made by said Samuel W. Strickland and not by said J. M. Hamm.

Nat. C. McLean

Sworn to and subscribed before me this 19th of November 1887

R. McCrory, Clerk

By W. M. Winget

State of Ohio
Union County ss

Nat. C. McLean, being sworn, further says that said Samuel W. Strickland was at the time of said sale acting under a written contract as agent for said C. Aultman & Co., by which contract he was bound not to give any verbal warranty whatever and said contract is at the home office of said Company at Canton, Ohio, and, if affiant or his associate attorney had known prior to leaving Canton that said sale was made by said Strickland said contract would have been here to be used in evidence. And the same can be had here at the next Term of this Court.

Nat. C. McLean

Sworn to and subscribed in my presence this 19th day of November 1887.

{seal}

R. McCrory Clerk

By W. M. Winget

Notice

Afterward, on the 20th day of November, A. D. 1887, Notice was filed with the Clerk of said Court.

H. M. Haines Aff.
vs
C. Aultman & Co Deft.

5433

Court of Common Pleas, Union County, Ohio

The plaintiff having offered to accept the affidavit of N. C. McLean as to what Leycurgus Strickland would if present testify in this case, in order to prevent a continuance November 19th, 1887 and the Court having postponed the trial until November 29th, 1887, plaintiff notifies defendant that as there is plenty of time to take said Stricklands deposition before November 29th. He will require said witness to give his testimony by deposition or in the presence of the Court unless it be shown that it cannot be had

November 20th, 1887.

W. S. Hoopes

J. W. Robinson Attys. for Aff

I acknowledge service of the above Notice. November 20th, 1887.

A. W. Ayers.

Entry

Afterward, on the 20th day of November, 1887, the following Entry was made on the Journal by the Clerk of said Court.

Harvey M. Haines
vs
C. Aultman & Co

5433

Journal 15th, Page 192.

The defendant moved the Court for a continuance of this cause by reason of the absence of witnesses named in the affidavit filed in support of said motion. Whereupon Court overrule said motion but sustained a motion to postpone this cause to the

24th Day of November 1887 at defendants costs.

Wherupon it is considered by the Court that plaintiff recover of defendant the costs of said postponement taxed to $---.

2d Amended Answer

Afterward, on the 24th day of November, A.D. 1887, Second Amended Answer was filed with the Clerk of said Court.

5433 Harvey M. Haines Plff
vs
C. Aultman & Co. Defts

Court of Common Pleas, Union County, Ohio

First Defense: The defendant for 2d Amended Answer says, it is a duly incorporated Company, under the laws of Ohio, with its principal office and place of business at Canton, Stark County, Ohio; and therefore the plaintiff should not be allowed to maintain this action against it.

Second Defense: This defendant says it is true that defendant obtained judgment against plaintiff, in the Court of Common Pleas, in and for Stark County, Ohio, upon the two promissory notes, and that the said judgment was collected upon execution duly issued to and levied by the Sheriff of this County; but, defendant says, said notes were given by plaintiff, for the purchase from this defendant of a second hand machine, which said purchase was made at a greatly reduced price, for the reason that said machine was not new and this defendant says the plaintiff, Harvey M. Haines well knew that he was buying a second hand machine at such greatly reduced price and said sale was made without any warranty whatever.

Wherefore the defendant denies each and every allegation in the said petition contained and not herein specifically admitted and prays to be dismissed with its costs.

H. W. Ayers and
J. C. McMath, Attys. for Defts.

State of Ohio
Stark County ss

James C. McMath, being duly sworn says he is the attorney for the defendant C. Aultman and Co., a corporation, under the laws of Ohio, and that he believes the facts stated in the foregoing 2d Amended Answer to be true.

James C. McMath.

Sworn to before me and signed in my presence this 23d day of November, A.D. 1887.

Herman C. Blum,
Notary Public, Stark County, Ohio.

seal

Motion 5433

Entry

Afterward, on the 6th day of December, 1887, the following Entry was made on the Journal by the Clerk of this Court.

5433 H. M. Haines
vs
C. Aultman & Co.

Journal 15, Page 213

This day came the parties by their attorneys, also came the following named persons as Jurors, to wit:

1.. Joseph Norris, 5.. Bradley Sprague, 9.. William Jordan,
2.. Stephen Long. 6.. R. H. Findley, 10.. John S. Carnell,
3.. W. H. Bonnett, 7.. William Lowe, 11.. John W. Ford
4.. Hland Rea, 8.. A. H. Olds, 12.. George Edwards who
were impaneled and sworn according to law, and the trial proceed
ed and the said Jury having heard the evidence adduced, the
arguments of counsel and charge of the Court, retired to their
room in charge of the Sheriff for deliberation.

And now comes the said Jury into open Court, with their verdict in writing signed by their foreman, and say:

"We, the Jury, duly impaneled and sworn, finds the issues in this case in favor of the plaintiff, and assess the amount due the plaintiff, from the defendant at the sum of $141.50

W. J. Lowe, Foreman.

Motion — Afterward, on the 9th day of December, 1887, a motion was filed with the Clerk of said Court.

5433 — H. M. Haines Adm'r
vs
C. Fultman & Co. Defts
|| Court of Common Pleas, Union County Ohio

The defendant now comes and by this motion asks the Court to set aside and vacate the verdict rendered by a Jury at this Term of said Court against said defendant and for cause affecting materially the substantial rights of the said defendant assigns the following:

1st. There was irregularity in the proceedings by the Court, Jury, and an abuse of the discretion of the Court by which the defendant was prevented from having a fair trial.

2nd. Misconduct of the Jury and prevailing party.

3rd. Accident and surprise which ordinary prudence could not have guarded against.

4th. Excessive damages appearing to have been given under the influence of passion and prejudice.

5th. Error in the amount of the recovery.

6th. That the verdict is not sustained by sufficient evidence and is contrary to law.

7th. Newly discovered evidence material for said defendant which it could not with reasonable diligence have discovered and produced at the trial.

8th. Error of law occurring at the trial. And there excepted to by the said defendant.

J. C. McMath,
N. C. McLean & Co
H. W. Ayers, Attys. for Defts.

Entry — Afterward, on the 12th day of December, 1887, the following Entry was made on the Journal by the Clerk of said Court.

5433 — H. M. Haines
vs
C. Fultman & Co
|| Journal 15, Page 221.

This cause now coming on for hearing, on the motion

of the defendant for a new trial, the Court on consideration
overrules the same; It is therefor considered by the Court that
the said H. M. Haines recover from the said C. Aultman & Co. said
sum of $141.50 as therefore found due him, together with the costs
herein expended. To all of which the defendant by his attorney
excepted.

Entry Allowing Bill of Exceptions

Afterward, on the 7th day of January, 1890, the following Entry
was made on the Journal by the Clerk of said Court.

H. M. Haines
vs
C. Aultman & Co.

Journal 15th, Page 234.

Now comes the defendant and presents its
Bill of Exceptions, which is allowed, signed, sealed and made part
of the record.

Bill of Exceptions

Harvey M. Haines Aff.
vs
C. Aultman & Co. Deft.

Court of Common Pleas, Union County, Ohio.

Bill of Exceptions.

Be it remembered that at a trial of this cause at the
November Term A. D. 1889, of the Court of Common Pleas, before the
Hon. John A. Price, and a Jury, the plaintiff to maintain the issue
on his part, offered as a witness Jerry Manforth, who being duly sworn
testifies as follows:

Harvey M. Haines
vs
C. Aultman & Co.

Court of Common Pleas, Union County, Ohio.
Testimony of Jerry Manforth. Called on behalf
of the Plaintiff. Examined by Mr. Robinson.

Question. Did you ever see this machine that this trouble is about?
Answer. I believe so.
Q.- Where? A.- I first saw it on the fair ground.
Q.- Did you ever buy it? A.- I bought it of Mr. Myers.
Q.- An agent? A.- Yes Sir.
Q.- For whom? A.- Working for Strickland.
Q.- Tell the fact. A.- Thats the fact. Mr. Robinson showed a paper.
Mr. McLean objected. Mr. Robinson.- Merely to refresh his memory.
Exception. The Court permitted it to be used. (Defendant excepted.)
Mr. Manforth. Well he was agent for Aultman & Co.
Q.- Who was? A.- Strickland I think.
Q.- Was it a new machine. A.- Yes Sir.
Q.- What price? A.- $140.00
Q.- Would it do work? A.- It failed to do business for me.
Q.- Tell about it? A.- I took it from the fair ground in 1880 and tried
to use it the next harvest
Q.- How often did you try to fix it? A.- Myers came first and done
his best to fix it, he told me to run it in the fence corner & leave it.
Q.- Why? A.- Could not make it work, it would break. I tried it used it
30 minutes till I broke the reel, I fixed it myself and before noon it
broke twice, then I unhitched and came to Marysville to see the agent,

he referred me to Myers. He came twice and done his best to put it me sharp and failed.

Q.-- Well, how soon after that did Haines get it? A.-- After I tried to use it I took it home, I think he got it in the Fall. I don't know as I can tell just when he got it, whether he bought it and left it on my place. I don't know.

Q.-- Machine never did any work? A.-- Never for me

Q.-- No any for any one before he got it? A.-- No I had it before he bought it.

Cross Examination Mr. Myers.

Q.-- Mr. Hanforth what time of the year did you purchase the machine?

A.-- Along the first of September.

Q.-- First saw it on the fair ground? A.-- I first seen it on the fair ground

Q.-- Did you take it home? A.-- I did.

Q.-- You tried to use it in harvest? A.-- Yes Sir.

Q.-- After harvest brought it to Marysville? A.-- I was going to bring it but he told me to leave it there.

Q.-- How soon did Mr. Haines come to look at the machine? A.-- I can't tell.

Q.-- Some little time? A.-- I can't tell.

Q.-- It was the same Fall? A. I don't know whether it was in the Fall or Spring.

Q.-- Have you any means of refreshing your memory? A.-- In reference to Haines.

Q.-- Yes Sir. A.-- I don't know, my better recollection would be Spring.

Q.-- Do you remember what time he came? A.-- No Sir.

Q.-- Do you remember what you were engaged in? A.-- No Sir.

Q.-- Had he yet purchased the machine? A.-- I will say this, if he was ever on the place to look at the machine before he bought it I was not at home, I knew nothing of it before he bought it.

Q.-- How did he know where the machine was? A.-- He was on the place often.

Q.-- How far was his residence? A.-- The road separated our places.

Q.-- He lived there when you first tried the machine. A.-- Yes Sir

Q.-- Did he help with the harvest? A.-- No Sir.

Q.-- You had a talk with him about the machine failing to work?

A.-- Yes Sir I suppose so.

Q.-- Tell the Jury what you said to him? A.-- I can't say anything I said.

Q.-- Did you tell him that the machine failed to work? A.-- I don't know I suppose I did.

Q.-- Well will you tell the Jury how often you talked with him about it?

A.-- I can't tell.

Q.-- More than once? A.-- I don't know whether I did or not.

Q.-- Can you say as a fact? A.-- No I could not.

Q.-- Will you please refresh your mind and tell the Jury what you told him would not work? A.-- I don't know.

Q.-- You knew it would not work? A.-- I suppose I did.

Q.-- How long was this before he came and said he had bought the machine

A.-- I dont know.
Q.-- Sour considerable time befor he came and took it away?
A.-- I dont know.
Q.-- You had told him that it would not work for you? A.-- I suppose so. I told my neighbor.
Q.-- Tell the Jury how long you told him and other neighbors befor he came and took it away? A.-- I cant tell.
Q.-- A good little time? A.-- Well farmers talk with their neighbors about their horses, cattle, and other matters and dont remember afterwards.
Q.-- I know. But dont you rember this? A.-- No.
Q.-- Do you know when he came after the machine? A.-- It would have been in 1882.
Q.-- What time of the year? A.-- I cant tell. I think it was Spring.
Q.-- He was living across the road? A.-- Yes Sir.
Q.-- All he had to do was to go across the road and get the machine? A.-- Yes Sir.
Q.-- When? A.-- I dont know whether April, May or June.
Q.-- Are you able to say whether you were at home when he came for it.? A.-- No I cant tell.
Q.-- Where on the place was the machine? A.-- Well it was in the Barnyard but the Barn yard contained ten acres.
Q.-- It was down here, not in any shed? A.-- I think so.
Q.-- You had become disgusted with it and left it there?
A.-- I reflect so.
Q.-- Was not Mr. Haines helping you in the harvest? A.-- No Sir.
Q.-- He had boys had'nt he, did they help? A.-- He had one boy but he didnt help.
Q.-- Who did help you? A.-- Henry Casbeer's boy and I dont know who 2nd bind, it was on Casbeer's place about a mile and a half from the house that I tried to use it.
Q.-- After you could not make the machine work you took it home?
A.-- Yes Sir
Q.-- You told Haines that you could not make the machine work?
A.-- I supposed I did. I talked with the neighbors.
Q.-- You bought the machine in September of 1881. A.-- Of 1880, the first payment was made in 1881.
Q.-- You are personally acquainted with J. M. Hamm? A.-- I know him
Q.-- Did you say you gave notes? A. No Sir.
Q.-- You are acquainted with Hamm? A.-- Some acquainted.
Q.-- Did you have a conversation with him on the public square of Marysville say in July of 1881 in which you said to him that the reason you did not keep the machine was because you were getting too old to run one?
A.-- I dont think I ever did.
Q.-- Did you or not, yes or no? A.-- I think I will say no. I can still run a machine.
Q.-- You did not make that statement to him? A.-- That's my recollection.

Exception.

Whereupon the plaintiff to further maintain the issue on his part, called as a witness Caleb Haines, who being duly sworn testified as follows:

Testimony of Caleb Haines.

Q.-- What is your full name? A.-- C. F. Haines.
Q.-- Are you acquainted with Harvey M. Haines? A.-- Yes Sir.
Q.-- Any relation? A.-- Yes Sir.
Q.-- What? -- A.-- He is my uncle.
Q.-- Did you ever see this wagon? A.-- I saw it one time.
Q.-- Where? A.-- I think it was on Charles Leyon's place.
Q.-- Who had possession? A.-- I could not say. The machine was on the sled.
Q.-- Do you remember whether you were present when the agent and Haines contracted for this machine? A.-- Yes Sir.
Q.-- Where? A.-- I forget whether it was at Byhalia or at the barn.
Q.-- What conversation took place, what did the agent promise to do? A.-- He said he would make the machine all right, as good as a new machine, if it did not work all right it could be returned.
Q.-- Were there notes given? A.-- I can't say whether the notes were given there or at Byhalia.
Q.-- Were you present when they were given? A.-- Yes Sir.
Q.-- Tell what was said? A.-- Harvey Haines hesitated, he said--
Mr. Ayers, we object. The Court overruled the objection. (Defendant excepted) Exception.
Q.-- State what was said? A.-- Mr. Haines hesitated, about signing it he said it did not look like business, the agent talked favorable and I said they would not want to sell a bad machine.
Q.-- What did the agent say? A.-- He said the machine should cut as good as new or the notes should be recalled.
Q.-- Who else was there? A.-- I don't think anybody was there.
Q.-- Was it far from there-- your recollection is that this was in town? A. I could not say whether it was there or not.
Q.-- What was said as to how he was to fix it? A.-- I could not say.
Q.-- Do you know whether Haines and the agent went to the machine?
A.-- They were there once.
Q.-- You were present? A.-- Yes Sir.
Q.-- Where? A.-- Where the machine was on the Leyon's farm.
Q.-- What was said there? A.-- I have told it.
Q.-- Same thing? A.-- Yes Sir.
Q.-- Do you remember whether he said how soon it should be done?
A.-- No Sir.
Q.-- How many notes were given? A.-- Two I think.
Q.-- For How much? A.-- I could not say.
Q.-- Do you know anything about the machine. A.-- I don't know anything about it.

Cross Examination.

Q.-- Tell the Jury where the machine was? A.-- On the Charles Leyon's farm near Hudson.
Q.-- Where? A.-- In the barn of a sled.
Q.-- Who owned it? A.-- O. I don't know who owned it, it was laid to one side.

Q.-- How far is Charles Loyds shed from where Mr. Manfortha barn is located. A.-- I dont know exactly.
Q.-- About how far? A.-- Two and a half miles.
Q.-- What part of the year? A.-- For part of the Summer.
Q.-- What Summer? A.-- I think '81 or '82.
Q.-- You cant say which one? A.-- No sir I cant.
Q.-- What time of the year? A.-- Along before harvest.
Q.-- How long? A.-- I dont know.
Q.-- Had Haines bought the machine? A.-- No Sir.
Q.-- Was the fact talked about who owned the machine?
A-- Jerry Manforth
Q.-- It was talked about? A.-- Yes Sir.
Q.-- Was the subject discussed why he did not keep the machine?
A.-- It would not do the work.
Q.-- Tell the Jury what was said? A.-- It did not do the work.
Admission Plaintiff's counsel admit that they knew before and at the time time of the contract that the machine had failed to work and was a second hand machine at the time he bought it.
Q.-- Now where were they when the contract was consummated?
A.-- I can not say whether they were at Byhalia or not.
Q.-- You cant say? A.-- No Sir.
Q.-- They had conversation at both places? A.-- I heard them talk at both places.
Q.-- Who else was present? A.-- I cant say.
Q.-- Have you testified before? A.-- No Sir.
Q.-- How long before this case was brought was your attention called to this conversation with the agent? A.-- I dont understand.
Q.-- How long after the transaction before your attention was called to it. A.-- I dont understand.
Q.-- What month had the transaction occurred in? A.-- Selling the machine?
Q.-- Yes what month was it? A.-- I don't remember.
Exception Q.-- What year? A.-- '81 or '82.
Q.-- Which? A.-- I could not say.
Q.-- You can not tell the month or year? A.-- No Sir.
Q.-- Cant tell who was present? A.-- No Sir.
Q.-- Was any body else present? A.-- I dont know whether there was or not.
Q.-- You have not testified on the subject before? A.-- No Sir.
Q.-- Have you talked with any one? A.-- Q. Yes with several.
Q.-- Who? A.-- I cant tell who all
Q.-- Name somebody? A.-- Talked with Mr. Manforth this morning.
Q.-- Who before Court commenced? A.-- Just in a general crowd.
Q.-- You dont remember the month or the year nor who was present but you pretend to say that the agent said that he would make it as good as new or the note should be returned. A.-- Yes Sir.

Whereupon the plaintiff to further maintain the issue on his part, called as a witness Henry Casler, who being duly sworn, testified as follows:

Testimony of Henry Casler

Q.-- What is your full name? A.-- Henry Casler
Q.- Where do you live? A.-- In Liberty Township.
Q.- Do you know Harvey M. Haines? A.-- Yes Sir.
Q.- Ever see this machine that Jerry Canfield used to have? A.-- Yes.
Q.- Saw him try to use it? A.-- Yes Sir
Q.- When? A.-- Saw him try to use it in cutting wheat for me.
Q.- Who? A.-- Canfield.
Q.- What year? A.- I don't know, seven or eight years ago.
Q.- Would it do work? A.-- Not for me, in trying to cut my wheat.
Q.- How long did he try? A. Best part of three days.
Q.- Did the agent come to fix it? A.-- A man by the name of Myers.
Q.- His full name? A.-- Abraham Stink.
Q.- A. G.? A.-- I suppose so, he was called Abe.
Q.-- Were you present when any agent of Aultman, and Haines had a conversation? A.-- Yes Sir.
Q.-- When the agent said--- Mr. Ayers, I object let the witness tell what he heard.
Q.-- Tell what you heard? A.-- I was at Mr. Haines' barn. Mr. Haines, and this man came there.
Q.-- The man trying to sell the machine? A.- Yes Sir.
Q.-- Do you know his name? A.-- No Sir I don't know his name.
Q.- What kind of a looking man? A.-- I don't know, I can't recollect.
Q.- What did he do about the machine? A.- He told Mr. Haines----- Mr. Ayers, No no.
Q.-- Did he take any part of it away? A.-- They went to get some part of the machine, went to where the machine was.
Q.-- Never bid our agent? A.-- No Sir.
Q.- What did he say? A.-- He told Mr. Haines if his machine did not work as well as any in the country or any where, he could have his notes back. (Defendant excepted to statement and admitted subject to exception.)
Exception
Q.- How long after the time it had been tried in your field? A.-- I think it was the next summer between spring and harvest.

Cross Examination

Q.- Did he say how soon he would fix it? A.-- I don't remember.
Q.- Was anything said about coming to Marysville? A.-- He told him to come some where after repairs, I don't remember whether it was Marysville or not.
Q.-- Do you remember what he did take away? A.-- No Sir.
Q.- Where was the machine? A.-- I think it was on Mr. Lyons place.
Q.-- Charles? A.-- Yes Sir.
Q.- In Liberty Township. A.-- Yes Sir.
Q.-- Who else was present there at Haines' barn? A.-- A man named Harvey
Q.- Where did he live? A.-- He lived there where he does now. He lived about a half mile from Haines.

Q.-- Where does he live now? A.-- He lives there now.
Q.-- Is a witness? A.-- Yes Sir.
Q.-- Anybody else present when the conversation occurred? A.-- None but Haines and the agent.
Q.-- What year was it? A.-- I can't tell, a good while ago.
Q.-- What month? A.-- I can not tell you.
Q.-- All you remember is that the agent said he would make it as good as new? A.-- Yes Sir.
Q.-- If anything was ordered Haines was to come to Marysville after it? A.-- I don't recollect where.
Q.-- What was he to go anyplace for? A.-- I don't know.
Q.-- Did the agent tell him what he was to go for? A.-- He may.
Q.-- Did he? A.-- He may.
Q.-- Did he? A.-- I don't know whether Mr. Haines went or not.
Q.-- Did the agent tell him to go? A.-- Yes Sir.
Q.-- What was it? A.-- Would have the machine things there.
Q.-- Haines was to do that? A.-- She man said that he would furnish the things and Haines was to come after them.
Q.-- Did he not say that whatever was ordered he would furnish at Mr. Dennis? A.-- I can't tell whether it was Marysville or not.
Q.-- Did he tell him to go somewhere? A.-- Yes Sir.
Q.-- What was the price? A.-- I don't remember.
Q.-- Don't remember the month or the day of the week? A.-- I could tell about how long ago? It was about 8 or 10 years ago? A.-- I didn't say ten.
Q.-- It might have been nine years ago? A.-- No it was not nine years.
Q.-- Don't remember the year or month? A.-- I can't tell you.
Q.-- But you remember that the agent said that he would make the machine good? A.-- He told Mr. Haines he would make the machine as good as any and told he where to go for repairs.
Q.-- Haines was to go for them? A.-- Yes Sir.
Q.-- This was on the Charles Leyon's farm? A.-- No Sir it is the Mrs. Southard farm, Haines owned it.
Q.-- You know where the Charles Leyon's farm is? A.-- Yes Sir I live out.
Q.-- Who owned the farm then? A.-- Harvey Haines.
Q.-- How did you happen to be there? A.-- Well I think I was doing something with his sheep.
Q.-- What time had you gone there? A.-- Sometime in the forenoon.
Q.-- Who went first you or the agent? A.-- I guess I must have.
Q.-- Who went there first? A. I don't know.
Q.-- What time of day did the conversation take place? A.-- About noon.
Q.-- What time of day? A.-- Well I think it was about noon.
Q.-- What time of day was it? A.-- I will have to think.
Q.-- How can you remember the conversation and not the time of day? A.-- I think it was in the afternoon.
Q.-- Will you say to the Jury? A.-- I don't know how to answer.
Q.-- Where was you when the conversation took place? A.-- I was in the barn. Mr. Haines and the man came in front of the door.
Q.-- Did you hear all that was said? A.-- Only when they were there they went off together.

Q.-- But you remember that the agent said he would make it all as good as new, Haines didn't say he would take it? A.-- No Sir he did.
Q.-- Did you see Haines make any note to the man? A.-- No. Sir.
Q.-- You heard nothing that was said save and accepting the offer made by the agent. A.-- That was all.
Q.-- You don't know whether Haines made note? A.-- Not that time.

Whereupon the plaintiff to further maintain the issue on his part called as a witness, Pra Lowry, who being duly sworn, testified as follows:

Testimony of Pra Lowry

Q.-- What is your first name? A.-- Pra.
Q.-- Where do you live? A.-- In York Township.
Q.-- Did you ever see this binder and reaper? A.-- Just seen it.
Q.-- You know Harvey M. Haines? A.-- Yes Sir.
Q.-- Were you present at any time when Haines was negotiating and talking with the agent about this machine? A.-- I was at Mr. Haines when somebody I don't know who. from his talk he was an agent. They were talking I suppose about this machine, he said he would make it a good machine or it should cost him nothing. (Admitted subject to exception by defendant.)
Exception
Q.-- Where was this? A.-- At Mr. Haines barn.
Q.-- Now this place -- do you know Charles Legore? A.-- Did I know him?
Q.-- Did you know him? A.-- Yes Sir.
Q.-- What place were you on? A.-- Harvey Haines place now the Hoc. Southard farm.
Q.-- Had Haines another place? A.-- I don't know.
Q.-- About what time was this? A.-- In the year.
Q.-- Yes Sir. A.-- I don't know just when, in the summer some time.
Q.-- Before or after harvest? A.-- I could not tell.
Q.-- What was the condition of the machine? A.-- I don't know anything about the machine.
Q.-- Was you at the machine? A.-- No Sir I was in the barn.

Cross Examination

Q.-- You have stated the conversation and all of it? A.-- Just as far as I know.
Q.-- Was anything said in the conversation about the agent supplying anything? A.-- Not that I know of.
Q.-- Who was present? A.-- Mr. Casler and myself.
Q.-- You heard the same as he? A.-- I suppose he heard.
Q.-- You don't remember anything about Haines going to Marysville?
A.-- Not that I remember.
Q.-- What did Haines say he would do? A.-- I don't remember.
Q.-- Did he make any note? A.-- Not that I know of.
Q.-- The conversation you heard at the barn? A.-- I was in the barn.
Q.-- What were you doing? A.-- I came to see Haines about some work.
Q.-- How long had you been there? A.-- I can't tell.
Q.-- You say there were no notes given and did not hear Haines say anything? A.-- Not that I remember.

Whereupon the plaintiff to further maintain the issue on his part, called as a witness, J. D. Herd, who being duly sworn testified as follows:

Testimony of J. D. Herd.

Q.- Tell the Jury whether you were present when this combined reaper which Danforth had in '81? A.- I did, yes sir. I saw it at the trial in Haines field.

Q.- In Haines or Easterly? A.- In Haines'.

Q.- Was there any agent there? A.- No Sir.

Q.- What would the machine do? A.- It would not work, could not make it cut, the reel would break.

Q.- You are a farmer? A.- Yes Sir.

Q.- Know about machines? A.- Yes.

Q.- Would the machine work? A.- No Sir it was to[o] more gain than it was worth.

Q.- How long were you present? A.- Parts of two days, they abandoned it and went and got a man by the name of Betts to come and fix it but he could not make it work.

Q.- You were not present when Haines bought the machine?

A.- No Sir.

Whereupon the plaintiff, to further maintain the issue on his part, called as a witness, David Danforth, who being duly sworn, testified as follows:

Testimony of David Danforth.

Q.- What is your first name? A.- David.

Q.- Where do you live? A.- York Township, Union County.

Q.- Are you a son of Jerry? A.- Yes Sir.

Q.- Do you know this machine? A.- Yes Sir.

Q.- Did you ever see an attempt made to use it? A.- Yes Sir I see it.

Q.- Had Haines got it before you saw the attempt? A.- I only saw it work a little.

Q.- Did it do the work? A.- Not very good work.

Q.- Haines tried it afterward? A.- Yes Sir.

Q.- What results? A.- Why, I drove the machine, it did the work as long as the team went very slow and would cut, but as soon as I hurried them up a little I broke it.

Q.- Was the faster gait the right gait or wrong gait? A.- Right.

Q.- Did you ever see it when it failed? A.- I only saw it the two times

Q.- Do you know the contract? A.- No Sir.

Cross Examination.

Q.- When you went slow it worked? A.- It cut if the team went awful slow.

Q.- Cut through? A.- Yes Sir.

Whereupon the plaintiff to further maintain the issue on his part, called as a witness D. R. Thornton, who being duly sworn, testified as follows:

Testimony of D R Thornton

Q.-- Where do you live? A.-- In Byhalia.
Q.-- Do you know Harvey M. Haines? A.-- Yes Sir.
Q.-- Were you present when he gave note to a man claiming to be an agent of Aultman & Co? A.-- Yes Sir.
Q.-- Tell the Jury what the conversation was. A.-- It was for the machine the contract was as near as I can remember, that he was to pay one hundred dollars for the machine, it had not been doing good work and the agent told him he would make the machine as good as a new one and would send a man to repair and fix it, soon. This was in June, if the machine would not work right he would refund the note. (Admitted subject to exception by defendant.)
Q.-- Were you present? A.-- Yes Sir.
Q.-- This conversation was while he was signing the note?
A.-- The man wrote the note. Haines hesitated about signing them, said it did not look like business, the man said he would do just as he agreed to.
Q.-- When he hesitated? A.-- Yes Sir. he hesitated the man talked-- (that won't do).
Q.-- What did he say he would do? A.-- Said he would make the machine run right.

Cross Examination

Q.-- Was that all he said? A.-- He said he would make it a good machine
Q.-- What was Haines to do? A.-- Pay $50. & $50.
Q.-- What was Haines to do about making it work? A.-- He was to send a man, Haines wasn't to do anything.
Q.-- What was he to do? A.-- Nothing.
Q.-- Was anything said about coming to Illinois? A.-- No Sir.
Q.-- Are you as certain of that as anything else you said? A.-- What is your question?
Q.-- Are you certain that Haines was not to come to Marysville?
A.-- He may have agreed to come to Marysville.
Q.-- Did you hear anything said about it? A.-- No Sir.
Q.-- Who else was present? A.-- Caleb Haines.
Q.-- Do you remember the year? A.-- Yes Sir.
Q.-- Month? A.-- Yes Sir.
Q.-- Day? A.-- No Sir.
Q.-- Time of day? A.-- No Sir.
Q.-- How often did you talk with Haines about this? A.-- Not often.
Q.-- How often? A.-- When the note was sued he asked if I remembered about the conversation.
Q.-- Were you on the trial before? A.-- I was on the trial.

Whereupon the plaintiff to further maintain the issue on his part, called as a witness, Harvey M. Haines, who being duly sworn, testified as follows:

Testimony of Harvey M. Haines.

Q.-- What was the year in which you bought the machine? A.-- '82.
Q.-- What time of the year? A.-- I think in June.

Q.-- Do you know the name of the agent? A.-- I doit he was a strange man.
Q.-- Who did he claim to be? A.-- He claimed to be one of the firm.
Q.-- What firm? A.-- C. Aultman & Co.
Q.-- Did you give him any papers? A.-- I signed two notes, one to be paid when the machine did good work and the other in a year.
Q.-- Did he take the papers? A.-- Yes Sir.
Q.-- Where were you? A.-- I was in Byhalia with my horses.
Q.-- He was a stranger? A.-- He was a stranger to me.
Q.-- Had you talked about buying a machine? A.-- He came to me. I had heard that I wanted a machine and wanted me to take this one.
Q.-- What one? A.-- That Jerry Hanforth had.
Q.-- Did you know that it had been rejected? A.-- O, yes.
Exception Q.-- What did he say? A.-- He said if I would take the machine he would make it as good as new. (Admitted subject to defendants exception).
Q.-- At what price? A.-- $100.
Q.-- Did you accept the price? A.-- Yes Sir, and gave him notes.
Exception Q.-- What occurred at the time of signing the notes? A.-- I rather objected and he told me he would make the machine just as good as new just as he said. (Admitted subject to exception by defendant).
Q.-- What did he say would be done with the notes? A.-- He said
Exception if it did not work he would refund the notes. (Admitted subject to exception by defendant)
Q.-- What were you to do? A.-- All I was to do was to leave it in
Exception the field. (Admitted subject to exception by defendant).
Q.-- What did he say? A.-- He said just drive it to our side and
Exception leave it. (Admitted subject to exception of defendant).
Q.-- Who was present? A.-- Shouton & Haines.
Q.-- They were there? A.-- They were there and insisted on my signing the notes.
Q.-- Was he there? A.-- Yes Sir, he was there and said the same thing before them, and they sided in with him, the notes were fixed up and they seen them.
Q.-- Did you go over and see the machine? A.-- Yes, me and him went to the machine, I live near Jerry.
Q.-- Was the machine on Jerrys or on Leyons place? A.-- On Leyons.
Q.-- How did it come there? A.-- I doit know.
Q.-- Who brought the machine there? A.-- I doit know.
Q.-- Was it there when you went on to the place? A.-- Yes.
Q.-- What year did you go on to place? A.-- In '82.
Q.-- What day did you go to where you lived and where the machine was?
A.-- I doit know. I think it was the same day.
Q.-- How soon did you sign the notes? A.-- Right away.
Q.-- You were not living on the Leyons place? A.-- No Sir.
Q.-- Did you take dinner at your house? A.-- Yes Sir, both of us.
Q.-- Went over there? A.-- Yes.
Q.-- Was anybody there? A.-- No one.

Q.-- Did you see Lowry there? A.-- No they were at my house.
Q.-- What was said there? A.-- Her said the fix- (We object)
Q.-- Well how about at the barn? A.-- After we went over there we were at the barn.
Exception Q.-- What did he say there? A.-- Her said he would make it as good as a new machine. (Admitted subject to exception of defendant).
Q.-- Was there anything said as to how it was to be done?
A.-- Yes him and me agreed to go to the machine and see what repairs were needed, he took them down. I had several sections of another machine there and let him have them for the same number of sections for the Buckeye machine.
Q.-- How sections? A.-- New sections
Q.-- What was to be done? A.-- Her was to send them to Dennis or such a day and I was to come down, and them was to go to the machine and put it in running order.
Q.-- This was the four part of June? A.-- I think it was.
Q.-- Did you talk about the grain? A.-- Yes Sir.
Q.-- How soon was you to come? A.-- I was to come the first of July.
Q.-- Now what did you come regard to coming? A.-- I got my team.
Q.-- When? A.-- The first day of July.
Q.-- What was the condition of the grain? A.-- Ready to cut in a few days.
Q.-- What did you do? A.-- Got my team.
Q.-- Have any money? A.-- I had the money for the first payment.
Q.-- What happened when you got here? A.-- I spoke to them and he said he did not know anything about repairs.
Q.-- What did he say he would do? A.-- He did not make any preparation to do anything.
Q.-- What did he say? A.-- He said he did not know anything about it.
Q.-- What did you tell him? A.-- I told him I had come for the repairs.
Q.-- Tell him what you wanted him to do? A.-- Yes Sir, I told him I wanted him to go up.
Q.-- Did you get anything? A.-- I did not get anything. He said there was nothing there.
Q.-- Before dinner we asked you about this trip to Marysville, how much money did you bring down? A.-- $50.00
Q.-- Did you tell Mr. Dennis? A.-- Yes Sir.
Q.-- What was it worth to come? About three dollars.
Q.-- What's the distance? A.-- Twelve miles. (We object) The Court.-- I don't think you could recover that.
Q.-- What did the agent say as to what you should do with the machine
A.-- He told me to leave it in the field.
Q.-- Did any one present note for payment? A.-- No one only as left with Benton.
Q.-- Who was Benton? A.-- Their attorney.
Q.-- Did he show you the note? A.-- He said he had the note that was due C. Aultman & Co.

Q.-- At what time? A.-- That was two or three years.
Q.-- Before he had the judgment? A.-- Yes.
Q.-- What was the conversation? A.-- I told him how the contract was. Mr. Ayers, I hardly think the conversation with the attorney, so long after the contract was made is competent. The Court.-- I hardly think it is competent.
Q.-- How long before the execution was sent? A.-- That was about two years ago.
Q.-- How long was this conversation before that? A.-- I could not say.
Q.-- Any other note except Mercer's? A.-- No.
Q.-- Did you try this machine after you went back? A.-- Yes, I did not try it before.
Q.-- No. I went over to get Betts to see if he could do anything. We object to what he said to Betts going into the trial.
Q.-- Who was Betts? A.-- George Betts, agent for them. He lived in Byhalia and sold a good many machines for them.
Q.-- Did he see the machine? A.-- He sent his brother, who went and worked with it, he could do nothing, I took him home.
Q.-- Could you make it work? A.-- Not good work.
Q.-- What did it do? A.-- It would waste more wheat than anything else.
Q.-- What did you do with it? A.-- Hauled it out of the field back of the barn, run it in the barn.
Q.-- On the Leyris place? A.-- On my place.
Q.-- Where you live now? A.-- I left in the Spring when I sold out.
Q.-- Did you ever try to use it afterwards? A.-- No.
Q.-- Did the company do anything? A.-- Never, nothing.
Q.-- Was it worth anything? A.-- Not to me.
Q.-- Would it sell? A.-- I don't know that anyone would want it.
Q.-- Did you have a conversation with them afterwards? A.-- I think not.

Cross-Examination.

Q.-- Mr. Harris you had a conversation with Hanforth about the machine before you purchased it? I did not.
Q.-- Did you know from Mr. Hanforth or others the conditions upon which E. Aultman & Co. sold new machines? A.-- I never had any dealings with them.
Q.-- Do you know that they gave a written warranty with each new machine? A.-- I had bought other machines with written warranties.
Q.-- Did you buy other machines from them? A.-- Never.
Q.-- Never bought a second hand machine before? A.-- No.
Q.-- Now you say you had no conversation, knew nothing about any writing that Hanforth had received from E. Aultman & Co? A.-- Knew nothing about it.
Q.-- When did you make this purchase? A.-- In June I think a while before harvest.
Q.-- What year? A.-- '82.
Q.-- You say in June of '82. A.-- '82 is my recollection.
Q.-- Will you tell why you made the statement in your petition that it was the 15th day of June 1883? A.-- I don't know whether I said the

15th day of June or not.
Q.-- Read the petition over, you swore to that petition? A.-- I reckon I did.
Q.-- Why did you say there that it occurred in '83 and now say '82?
A.-- I may have been mistaken.
Q.-- A treachery of the memory? A.-- Yes.
Q.-- Tell the Jury if your memory is not somewhat weak as to the words the agent used when he made this sale? A.-- That was the contract.
Q.-- Yes Sir, and the time was '82 and you said '83 in your petition, isn't your memory equally weak or treacherous as to the conversation?
A.-- I don't understand.
Q.-- How do you recollect what was said, better than the time?
A.-- I was there and heard it.
Q.-- Yes and you was there at the time was it you? A.-- I suppose so.
Q.-- The machine was actually sold in effect at Eybalia?
A.-- On conditions.
Q.-- On conditions that he should make it as good as new? A.-- Yes Sir.
Q.-- You stated the contract in the presence of Mr. Lowry & Mr. Cashel?
A.-- Yes Sir.
Q.-- Which stated it? A.-- We both talked about it.
Q.-- Which talked first? A.-- We both talked.
Q.-- At once? A.-- One at a time.
Q.-- Which began the conversation before them? A.-- I think that I did.
Q.-- Tell the Jury what you said in the presence of the agent to Lowry and Cashel? A.-- I told them that I had given my note for this machine which was to be fixed and put in good running order, so that there would be no misunderstanding about it.
Q.-- Cover the whole contract? A.-- A portion of it.
Q.-- What did he say? A.-- He sanctioned what I said.
Q.-- What did he say? A.-- He said that was correct.
Q.-- He replied, "that's correct"? A.-- Yes Sir.
Q.-- Did he say anything else? A.-- Probably there was something said.
Q.-- Did he say anything else? A.-- I won't say that he did.
Q.-- You stated the contract in their presence and he said "that's correct"
A.-- Yes.
Q.-- Did that end the conversation? A.-- It did, mostly, there.
Q.-- What else was said? A.-- I don't know. I can't tell.
Q.-- It was a part of the arrangement that he was to furnish some material? A.-- Yes.
Q.-- How long was it before you came to Marysville? A.-- I bought the machine in June and came down the first of July.
Q.-- Why did you wait till then? A.-- That's when they said they would send it.
Q.-- You took your chances and waited till time of harvest? A.-- They said they would send it.
Q.-- Don't you remember that you purchased this machine on the 5th of May in '82 and came to Marysville in June? A.-- I said it might have been the last of June.
Q.-- How long after you gave the note? A.-- Three or four weeks.
Q.-- Don't you remember that you made three notes in '82. A.-- I don't

deny those notes.
Q.-- The date is correct? A.-- Yes Sir.
Q.-- Thats your signature? A.-- Thats my hand write.
Q.-- You got no matrial? A.-- No, never got any.
Q.-- Did you send to the Agent or company? A.-- No Sir, I did not.
Q.-- Do you remember when the Attention was sent out? A.-- No I could not tell
Q.-- Dont you remember that the notes were dated in 83 and no pay ment until 86. A.-- Thats about the time.
Q.-- Tell the Jury why you did not call the attention of the company?
A.-- I was there and told Mr. Munn.
Q.-- Mr. Munn was not the Agent? A.-- No Sir.
Q.-- Did you know where the works were? A.-- No Sir.
Q.-- Isnt it in large letters on the side of the machine? A.-- I dont know that it is.
Q.-- Why didnt you write to them? A.-- I made the contract with one of the firm, and I supposed they seen it.
Q.-- Why didnt you call their Attention? A.-- They knew it.
Q.-- How do you know they did? A.-- Her claimed to be one of the firm.
Q.-- You dont know who he was? A.-- No Sir.
Q.-- Her told you he was one of the firm? A.-- Her did.
Q.-- Tell the Jury whether any body else called your attention to there note? A.-- I dont know that there was.
Q.-- Let me refresh your memory? A.-- Well.
Q.-- Ever since this transaction have you resided near Byhalia?
A.-- I have.
Q.-- Did you ever go West? A.-- Never lived out West.
Q.-- Did you have a communication from the Farmers Bank? A.-- If I did I dont recollect it.
Q.-- You may have had? A.-- I dont recollect about it.
Q.-- Did you ever go there to see about there note? A.-- Not that I know of.
Q.-- Tell the Jury why you did not write? A.-- The idea was right here. the machine was no good to me, unless it was repaired and they agreed to fix it.
Q.-- You say you had their assurance that they would fix it and let the matter run along without saying about it? A.-- Yes.
Q.-- Who came to Marysville with you? A.-- No one.
Q.-- Where did you see Mr. Munn? A.-- At his place of business.
Q.-- Who was present when you and Mr. Munn had your conversation?
A.-- No one that I know, there might have been several there.
Q.-- You do not recollect their names? A.-- I did not know them.
Mr. Robinson.
Q.-- Was it the first, was the first day of July after or before the note was payable? A.-- Little before.
Q.-- Was the grain ready to cut? A.-- about so. I went down about the time the note came due.
Q.-- This date in the petition was a mistake, it was a year before that?
A.-- It must have been.

5 Cent Revenue Stamp

Q.-- This petition was filed in '88, would have been 6 years before? A.-- Yes. Mr. Ayers.
Q.-- You had the $50.00 with you? A.-- I had the money with me.
Q.-- You calculated to pay the note, why were you going to pay the $50
A.-- Did I say I was?
Q.-- Didn't you? A.-- No, I brought it along and told him the money was ready when the machine was fixed.
Q.-- You say that you were not intending to pay the money that day
A.-- I didn't say that I was going to pay that day:
Q.-- You simply wanted to have them know you had $50 to pay?
A.-- When the machine was fixed.
Q.-- You had given your note why did you bring the $50.
A.-- I didn't calculate that the note was any account till the machine was fixed.

Whereupon the plaintiff recalled J. D. Herd, heretofore sworn, testified as follows:

J. D. Herd. Recalled.

Q.-- Were you there when Haines tried to make this machine work?
A.-- Yes sir that was the only time I ever did see it.
Q.-- When Haines tried it what did you say? A.-- I told that before.

Whereupon the plaintiff recalled, Jerry Hanforth, heretofore sworn, testified as follows:

Jerry Hanforth. Recalled.

Q.-- I wish to ask you whether you remember where this machine was left? A.-- Yes I do, it was left in the shed at Charles Leyoi's place
Q.-- Was that the same place as when Casler had it? A.-- Yes, most of the time it was on Cap. Hendrecois place. Plaintiff Rested.

The plaintiff having rested his case, to maintain the issue on its part, the defendant first offered in evidence the following certificate of incorporation, which was read in evidence to the Jury:

Certificate of Incorporation
of
C. Aultman & Company.

The undersigned citizens of Ohio, do hereby certify that we have associated ourselves together for the purpose of engaging in the business of Manufacturing Agricultural Implements & Machinery; that the amount of capital stock necessary for said Association is four hundred and fifty thousand dollars. The same is divided into four thousand five hundred shares, of one hundred dollars each.

That the place where said Manufacturing establishment, and its office for doing business shall be located in Canton, Stark County, Ohio. and that the name and style by which such Manufacturing establishment shall be known is "C. Aultman & Co."

5 Cent Revenue Stamp

Witness our signatures & seals this 27th of September, A. D. 1865

Cornelius Aultman seal
Lewis Miller seal
J. R. Butler seal
Jacob Miller seal
George Cook seal

The State of Ohio.
Stark County, ss

Before the undersigned authority within and for said County, this 27th day of September, A.D. 1865, personally came the above named Cornelius Aultman, Lewis Miller, John R. Butchel, Jacob Miller, and George Cook, and severally acknowledged the signing and sealing of the foregoing certificate to be their voluntary act and deed.

seal

As witness, my official signature and seal,

Isaac Heaglett,
Notary Public, in and for said County.

2 Cent Revenue Stamp | 2 Cent Revenue Stamp | 2 Cent Revenue Stamp

The State of Ohio.
Stark County, ss.

I, Wm. F. Evans, Clerk of the Court of Common Pleas, a Court of Law and Record of said County, do hereby certify that Isaac Heaglett Esq before whom the annexed acknowledgement was taken, was at its date, a Notary Public, in and for said County, duly authorized by the Laws of Ohio, to take the same, and that I am well acquainted with his hand writing, and that his signature thereto is genuine and that the annexed instrument is executed and acknowledged according to the Laws of the State of Ohio.

seal

In testimony whereof, I hereunto subscribe my name and affix the seal of said Court at the City of Canton, this 27th day of September, A.D. 1865.

5 Cent Revenue Stamp

Wm. F. Evans, Clerk.

United States of America, Ohio,
Secretary of State's Office.

I, William Henry Smith, Secretary of State of the State of Ohio, do hereby certify that the foregoing is a true copy of the Certificate of Incorporation of the Manufacturing Company of C. Aultman & Co., filed in this office, September 28th, 1865, and recorded in Volume 3. Page 185 of the Records of Incorporations.

In testimony whereof, I have hereunto subscribed my name, and affixed the Great Seal of the State of Ohio, at Columbus, the 28th day of September, A.D. 1865.

L. S.

Wm Henry Smith.
Secretary of State.

Received for Record, Sept. 29th, 1865
Recorded, Oct. 9th, 1865

5 Cent Revenue Stamp

E. L. Rifsnider, Recorder.

The State of Ohio,
Stark County, ss

I, J. E. Dougherty, Recorder of Stark County, Ohio, do hereby certify that the foregoing is a true and correct copy of the Certificate of Incorporation of "C. Aultman & Co." as recorded in Volume 1, Pages 70 & 71 of the Incorporation Record of said Stark County, Ohio.

seal

In witness whereof I hereunto subscribe my name and affix my official seal, at the City of Canton, Stark County, Ohio, this 2nd day of April, A.D. 1887.

J. E. Dougherty, Recorder of Stark County.

The State of Ohio,
Stark County, ss

I, Anson Brasee, presiding Judge of the Court of Common Pleas, the County Court in and for Stark County, Ohio, hereby certify that J. E. Dougherty, the person who has signed the within Certificate, is the duly qualified Recorder of Stark County, and the keeper of the Record Books in which the Certificate of Incorporation, of which the within is a copy, is required by the Laws of Ohio to be Recorded, and that the within exemplification of such record, and the attestation of said Recorder thereto attached, are in due form of law, and that said attestation is made by the proper officer, and I further certify that the foregoing Certificate of Incorporation shows said "C. Aultman & Co.," to have been duly Incorporated according to the Laws of the State of Ohio.

In witness whereof, I have hereunto set my hand as such Judge, at Canton, Ohio, this 2nd day of April A. D. 1882.

Anson Brasee, Judge.

The State of Ohio,
Stark County.

I, John McGregor, Clerk of Court of Common Pleas of Stark County, Ohio, the same being the County Court of said County, do hereby certify that Anson Brasee, who has signed the foregoing Certificate, is the duly commissioned and qualified presiding Judge of said Court of Common Pleas of said County.

Witness my hand and seal of my said office, this 2nd day of April A. D. 1882.

Seal

John McGregor, Clerk of the Court of Common Pleas, Stark County, Ohio.

The State of Ohio,
Stark County, ss

I, Anson Brasee, Judge of the Court of Common Pleas within and for the Ninth Judicial District of the State of Ohio, do hereby certify that John McGregor, by whom the foregoing Certificate was signed, was and is the acting Clerk of said Court within and for Stark County; that the said Court is a Court of Record, having a seal, and that he, as such Clerk, has the legal custody of the records and the seal thereof, that his attestation is in due form of law, and his signature thereto genuine.

Given under my hand this 2nd day of April, 1882.

Anson Brasee, Judge.

The defendant then read in evidence to the Jury the following note, which it was admitted had been reduced to Judgment in the Court of Common Pleas of Stark County, Ohio.

Copy of Note

50^{00}. Marysville, Ohio, May 5th, 1882.

On or before the first day of July, 1882, for value received we "one Buckeye Table Rake, No. 2, the undersigned, of Liberty Township, "County of Union, State of Ohio, promise to pay to the order of "C. Aultman & Co., (an Incorporated Company under the General Laws "of the State of Ohio), of Canton, Ohio, Fifty dollars, payable at the office

" of Farmers Bank, Marysville, Ohio, interest at eight per cent. per
" annum from maturity until paid.
" And I consent and agree that after this obligation shall become
" due, the time of payment thereof may be extended, from time to
" time, by any one or more of us without the knowledge or consent
" of the other or others of us; and in case of such extension, we
" and each of us shall and will remain liable therefor, as if no
" such extension had been made. And I hereby authorize any
" attorney at law to appear in any Court of Record in the United
States, after this obligation becomes due, and waive the issuing
" and service of process, and confess a judgment against me or either or any of us, in
" favor of the holder thereof for the amount then appearing due,
" together with costs of suit, and thereupon to release all errors
" and waive all right of appeal and exemption
" O. O. Raymond, Union County Ohio. H. M. Haines. seal
" 95607

Copy of Note 2nd.

" $850.00. Marysville, Ohio, May 5th, 1882.
" On or before the first day of July, 1883, for value received
" on our Sable Rake Machine, No. 2. I, the undersigned of Leiberty
" Township, County of Union, State of Ohio, promise to pay to the
" order of C. Aultman & Co., (an Incorporated Company under the
" General Laws of the State of Ohio,) of Canton, Ohio, Fifty dollars
" payable at the office of the Farmers Bank Marysville, and
" interest at eight per cent. per annum from maturity until paid.
" And I consent and agree that after this obligation shall
" become due, the time of payment thereof may be extended from
" time to time, by any one or more of us without the knowledge
" or consent of the other or others of us; and in case of such
" extension, we and each of us shall and will remain liable
" therein, as if no such extension had been made.
" And I hereby authorize any attorney at law to appear in
" any Court of Record in the United States, after this obligation
" become due, and waive the issuing and service of process, and
" confess a judgment against me or either or any of us, in
" favor of the holder hereof for the amount then appearing due,
" together with costs of suit, and thereupon to release all error
" and waive all right of appeal and exemption.
" O. O. Raymond, Union County, Ohio.
" 95608
H. M. Haines. seal

Notice to take Depositions

The defendant to further maintain the issue upon its part,
read in evidence the following depositions of M. B. Cox and Wm. E. Sifton:
H. M. Haines vs C. Aultman & Co — State of Ohio, Union County Court of Common Pleas.
Action for Damages.

The plaintiff will take notice that on Monday the 25 day
of November A. D. 1889, the defendant above named will take the
depositions of sundry witnesses, to be used as evidence on the trial of the

above cause, at the office of J. C. McMath in the City of Canton in the County of Stark State of Ohio, between the hours of eight A. M. and six o'clock P. M. of said day, and that the taking of the same will be adjourned from day to day between the same hours, until they are completed.

Dated November 19th, 1887. J. C. McMath,
Nat. C. McLean and
H. W. Fyffe, Attys. for Deft.

November 19th, 1887. I acknowledge service of notice under protest claiming defendants should not take depositions under the law to postpone case.

J. W. Robinson and
W. S. Hoopes Attys for Plff.

Depositions of sundry witnesses taken before me, a Notary Public of the County of Stark, State of Ohio, in a cause pending in the Court of Common Pleas, of Union County, State of Ohio wherein Harvey M. Haines is plaintiff and C. Aultman and Co., is defendant pursuant to the annexed notice, and at the time and place therein mentioned, to be read as evidence in behalf of the defendant on the trial of the aforesaid cause.

Present: James C. McMath on behalf of Defendant.

M. B. Cox, of lawful age, being by me first duly sworn as hereinafter certified, deposes and says as follows:

Q.--1. State your name, age, residence, occupation and how you were employed in the year 1882.

A.--1. My name is Melville B. Cox. I am Treasurer of C. Aultman and Co. and have been such Treasurer since March 2d, 1886. The duties of that office constitute my employment. I am 44 year of age. residence, Canton Stark County, Ohio. In the year 1882 I was Book-keeper and in charge of the Collection department of C. Aultman and Co. having the custody of all notes, accounts, books and the general management of the Companys collections.

Q.--2. State what authority the agents or salesmen for C. Aultman and Co. had in the year 1882, as to warranting the Company's machine when sold.

A.--2. Each agent of C. Aultman and Co. was furnished, then as now, with printed orders to be signed by the purchasers ordering machines and this machine order embraces a printed warranty with special conditions to be performed by the purchaser. No other or different warranty was allowed to be given by any one. The warranty was only given in case of sales of new machinery. No agent or employee of C. Aultman and Co. had any authority to give any warranty whatever for a second hand machine.

Q.--3. State, if you can, whether or not this machine for which H. M. Haines gave his two notes of $50.00 each was a new machine when sold to him.

A.--3. It was sold as a second hand machine, at a reduced price, because of its being second hand.

Q.--4. State, if you can, what instructions were given to the

Company's agent in the territory embracing Union County, Ohio. concerning the warranting of machinery.

A.--4. Each agent of C. Aultman & Co. is bound in a written contract not to give any other or different warranty than the printed one above referred to, and no agent or salesman, under any circumstances was allowed to warrant a second hand machine. In this case Haines knew he was buying a second hand machine and for that reason got it at $80.00 less than the selling price of a new machine.

M. B. Cox.

William E. Safton, of lawful age, being by me first duly sworn as hereinafter certified, deposes and says as follows:

Q.--1. Please state your name, age, residence, occupation and how you were employed in 1882.

A.--1. My name is William E. Safton, I am 48 years of age. I am Secretary and Treasurer of the Princess Plow Co. at Canton, Ohio.

Certificate to depositions

My residence is in Canton, Ohio. In 1882 I was General Agent for C. Aultman & Co., the defendant in this case.

Q.--2. Please examine the two notes, now handed you of $50.00 each, dated at Marysville, Ohio. May 5th, 1882 and signed by H. M. Haines, and state in whose hand-writing the notes are filled out if you can.

A.--2. When I examined these notes while recently at Marysville, Ohio, I was under the impression that the hand-writing in the notes was that of Samuel W. Stricklin and so informed the attorneys representing C. Aultman & Co. in this case. Afterward upon seeing J. M. Hunn former agent for C. Aultman & Co. at Marysville, Ohio. and refreshing my recollection about the matter, I became satisfied and am now quite sure that the hand-writing is that of E. A. Faddis, formerly in my employ while I was such General Agent, but now of West Plains, Howell County, Mo.

Q.--3. Please state, if you can, what was the selling price of a Buckeye Table Rake such as is described in these notes, in the month of May, 1882.

A.--3. The price of such machine new was $150.00. This machine, however, had been sold either in 1880 or 1881 to J. M. Hanforth and was taken back from him by my assistant and sold to the plaintiff H. M. Haines, as a second hand machine for the sum of $100.00 as represented by said notes.

Q.--4. Please state what authority, if you can, said E. A. Faddis had to warrant this machine when sold to the plaintiff H. M. Haines.

A.--4. No authority whatever was given to E. A. Faddis, or to any other agent of C. Aultman & Co., to warrant a second hand machine.

We are authorized to simply furnish any parts broken only.

In case of sale of new machines, the Company furnish the agents with the regular printed warranty embraced in what is called a machine order and is signed by the purchaser ordering the machine. No other or different warranty is allowed to be given than this printed warranty and no agent or salesman has the right to give any verbal warranty whatever.

2.--5. Abasr state, if you can, whether or not the first purchaser, J. M. Danforth, complained of the working of this machine and gave, if you can, the reason why it was taken from him.
A.--5. J. M. Danforth never complained to me that the machine did not do good work. I understood at the time the reason he would not keep the machine was because he was getting old and could not handle or operate it.
2.--6. Abasr state, if you know, as matter of fact, whether or not, E. P. Faddis, warranted this machine when he sold it to Haines, the plaintiff.
A.--6. He did not warrant the machine. As above stated he had no authority to warrant a second hand machine and was particularly instructed not to do so.

William E. Sefton.

Certificate to Depositions

The State of Ohio, Stark County ss

I, Willis H. Shanafelt, a Notary Public, in and for the County and State aforesaid, duly commissioned and qualified, do hereby certify that the above named witnesses, Melville B. Coy and William E. Sefton, were by me first severally sworn to testify the truth, the whole truth, and nothing but the truth, and that the depositions by them respectively subscribed, as above set forth were reduced to writing by Judie A. Miller and, also, so written, in the presence of the witnesses aforesaid respectively, and were subscribed by the said witnesses in my presence, and were taken at the time and place in the annexed notice specified.

I do further certify, that I am not Counsel, Attorney or Relative of either party, or otherwise interested in the event of this suit.

In witness whereof, I have hereunto set my hand and

Seal

seal of office, this 25th day of November, A.D. 1889.

Willis H. Shanafelt, Notary Public,
Stark County, Ohio.

The State of Ohio, Stark County, ss

I, John McGregor, Clerk of Common Pleas Court do hereby certify that Willis H. Shanafelt before whom the foregoing depositions was taken was at the time of taking the same a Notary Public within and for the County of Stark and State of Ohio, duly commissioned and qualified as such and authorized to take said deposition. That his certificate thereto is in due form of law, and his signature thereto is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of our said Court, at Canton, this 26th day of November A.D. 1889.

Seal

John McGregor, Clerk of Court

The defendant to further maintain the issue upon its part, read in evidence the deposition of E. P. Faddis.

Notice to take Depositions

He. M. Haines vs C. Fultman & Co.

State of Ohio, Union County Court of Common Pleas. Action for Damages.

The plaintiff will take notice that on Saturday the 23rd day of November, A. D. 1889, the defendant above named will take the depositions of sundry witnesses, to be used as evidence on the trial of the above cause, at the Post Office, West Plains in the County of Howell, State of Missouri, between the hours of eight o'clock A. M. and six o'clock P. M of said day, and that the taking of the same will be adjourned from day to day between the same hours, until they are completed.

Dated November 19th, 1889.

W. W. Ayers. Atty for Deft.

I acknowledge service of the above under protest of the right to take depositions under the grant of postponement.

November 19th, 1889. J. W. Robinson.

Depositions of sundry witnesses taken before me. a Notary Public of the County of Howell, State of Missouri, in a cause pending in the Common Pleas Court of Union County, State of Ohio wherein He. M. Haines is Plaintiff. & C. Fultman & Co. Defendant pursuant to the annexed notice, and at the time and place therein mentioned to be read as evidence in behalf of the defendant on the trial of the aforesaid cause.

E. A. Faddis, of lawful age, being by me first duly sworn as hereinafter certified, deposes and says as follows:

Q.-- 1. State your name, occupation, and place of residence.

A.-- 1. My name is E. A. Faddis. I am 52 years of age, I am a Farmer by occupation, and my place of residence is Howell County Mo.

Q.-- 2. State the facts in relation of the sale of a Combined Reaper by you to He. M. Haines.

A.-- 2. On or about May 5th, A. D. 1888, while acting as Agent for C. Fultman & Co., and assisting W. E. Sefton in making sales I sold a second hand machine, Combined Reaper, to He. M. Haines for One hundred dollars, the price of the same new being $180.00.

Haines knew the machine to be second hand and knew its condition before buying. And bought it under the stipulation that I was to replace the worn out or broken parts. After the sale was closed and the two notes of ($50.00) Fifty dollars each were executed I went to Mr. Manfordis and looked through the machine and made a list of the repairs needed and took the sickle to the Shop at Marysville and had new sections put in where needed, and gave the list of other repairs to J. M. Munn, Local Agent to furnish to Haines, which according to my recollection were furnished to him. I never made any warranty of the machine, Haines buying it at a reduced price and apparently feeling that he was buying a bargain. That he knew all the circumstances of it being a second hand machine and was to go to Manfordis and get the machine.

E. A. Faddis.

The State of Missouri
Howell County, ss

I, Thomas M. Faddis, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, do hereby certify that the above named E. A. Faddis was by me first sworn to testify the truth, the whole truth, and nothing but the truth and that the deposition by him respectively subscribed, as above set forth, was reduced in writing by myself and, also, so written, in the presence of the witness aforenamed respectively, and was subscribed by the said witness in my presence, and was taken at the time and place in the annexed notice specified.

I do further certify, that I am not Counsel, Attorney, or relation of either party, or otherwise interested in the event of this suit.

In witness whereof, I have hereunto set my hand and seal of office, this 23rd day of November, A. D. 1887.

Seal

Thomas M. Faddis, Notary Public.

My term of Commission expires March 3rd, 1892.

The State of Missouri,
Howell County, ss

I, R. S. Hogan, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that Thomas M. Faddis before whom the foregoing deposition was taken was at the time of taking the same a Notary Public within and for the County of Howell and State of Missouri, duly commissioned and qualified as such and authorized to take said deposition, that his certificate thereto is in due form of law, and his signature thereto is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of Office, at West Plains this 23rd day of November A. D. 1887.

Seal

R. S. Hogan, County Clerk.

Further to maintain the issue upon its part, the defendant called as a witness, J. M. Munn, who being duly sworn testified as follows:

Testimony of J. M. Munn. Called for the defense.

Examined by Mr. Ayers.

Q.-- What is your full name? A.-- J. M. Munn.
Q.-- Where do you reside? A.-- In Mt. Gilead, Morrow County.
Q.-- Did you formerly reside in Marysville? A.- Yes Sir.
Q.-- How long? A.-- From 1871 till 1888, Fall of 1888.
Q.-- Say for the last 8 or 9 years, tell the Jury who was the representative of the Company of C. Aultman & Co.? A.-- I represented the company from 1875 till 1888 with the exception of one year, from '79 and the Spring of '81.
Q.-- Tell the Jury if in '82 you had anything to do with selling a combined reaper to J. M. Manforth? A.-- I think that came in the time of Strickland, the Fall of '88.
Q.-- You don't mean '88. -- A.-- I mean '80.
Q.-- Tell the Jury whether after Manforth owned the machine what was done with it? A.-- Sold to Haines by E. A. Faddis

Q.-- Were you personally acquainted with him? A.-- Yes Sir.
Q.-- Who was he working under? A.-- Under Sefton the general agent.
Q.-- Was this, was your attention called to this machine after it was in the hands of Haines? A.-- No Sir.
Q.-- Did you have any transaction with him? A.-- Nothing more than furnishing certain repairs.
Q.-- Tell the Jury when and where? A.-- I furnished a knife and six sections about the tenth of June, under instructions from Faddis.
Q.-- What year? A.-- '82.
Q.-- Along in June? A.-- Along the first of June.
Q.-- Did Haines say anything to you about having 50^{00} with him?
A.-- No he said that when he got the repairs he had 50^{00} to pay the note.
Q.-- You didnt have the note? A.-- No Sir.
Q.-- You say a knife and sections were the only repairs, did Haines tell you there were any other repairs needed? A.-- No Sir, did not say anything about it.
Q.-- Did you have any other conversation about the machine afterward? -- A.-- No Sir.
Q.-- Did he tell you that it had failed to do good work? A.-- No Sir.
Q.-- Any further call? A.-- That was the only conversation.
Q.-- Where was your place of business? A.-- In Brann's Block.
Q.-- Didnt you keep supplies needed? A.-- Yes Sir, I kept a pretty full line of repairs all of the time.
Q.-- When any machine would get out of repair you --- Mr. Robinson. I object to that form of questioning. The Court. It is rather leading.
Q.-- You say that you kept a general supply of parts most needed for the benefit of customers? A-- Yes Sir.
Q.-- Would you furnish such materials --- Mr. Robinson. I object. The Court sustained the objection.
Q.-- You kept all parts for repairs there? A.-- Well not all parts, we kept the parts most likely to break. Exception
Q.-- You had those articles in your stock at the time and after Haines came there? A.-- I had a general stock of repairs.
Q.-- At that time? A.-- Yes Sir.
Q.-- You furnished such materials and repairs as you had been instructed? A.-- Yes Sir.
Q.-- All that Haines requested? A.-- Yes Sir.
Q.-- Never saw Haines after? A.-- No.

Cross-Examination.

Q.-- This man Faddis, you saw all that he left there was a knife and six sections? A.-- Yes Sir. Exception

The defendant further to maintain the issue upon its part, called as a witness, C.W. Southard, who being duly sworn, testified as follows:

Testimony of C.W. Southard.

Q.-- You are the Cashier of the Farmers Bank? A.-- Yes Sir.
Q.-- Look at this paper, is that your writing? A.-- Yes Sir. Exception
Q.-- Tell the Jury if you have a recollection of calling Mr. Haines attention

to a couple of notes given to C. Aultman & Co? A.-- No Sir.
Q.-- Can you refresh your memory? A.-- It is a fact no doubt, but I don't remember it.
Q.-- It is a writing received by C. Aultman & Co. from the Banker at Marysville. (The letter was read to the Jury.) Excepted.

The following is the letter referred to in the testimony of said C. W. Southard, and which was read in evidence to the Jury.

Farmers Bank, Marysville, Ohio, October, 18th, 1882

"C. Aultman & Co"., Canton, Ohio.

Dear Sir:

Enclose Note 9567 W.M. Haines $50.

We would advise forced collection at once as Mr. Haines is selling out preparatory to moving to Kansas. He has refused to pay the note.

Respect. Yours.

Elias. W. Southard, Cashier.

14'7

The defendant having rested its case, the plaintiff caused himself to be recalled as a witness and testified as follows:

Testimony of Mr. Haines. Recalled by Mr. Robinson.

Q.-- Did you get a knife and some sections of Mr. Shinn? A.-- The old sections that he took away were there, he was going to send me a new one, but it wasn't there.

Q.-- This letter of Mr. Southard's, about you selling out, what was there about that? A.-- I never made any effort to go West, I traded my land to Mr. Southard for some land in Kansas.

The foregoing was all the evidence offered by either party in the cause. And thereupon the defendant requested the Court to give the Jury the following charge, which the Court refused to do, to which the defendant, excepted.

Exception

"This suit is brought and prosecuted by the plaintiff H. M. Haines against C. Aultman & Co., as a firm and not as an incorporated Company; and, if the Jury find from the evidence that said C. Aultman & Co., is, and was, ever since May 5th, 1882, the date of the sale, a Corporation, the Jury must find for the defendant."

And defendant requested the Court to also give the Jury

Exception

the following Charge, which the Court refused to do, to which defendant excepted.

"If the Jury find from the evidence that the parts or piece of machinery which it is claimed by plaintiff, the defendant neglected to furnish him, could easily have been obtained by plaintiff and were on sale both at Canton, Ohio. in Marysville, and elsewhere, then the only damage plaintiff can ask or claim is the cost of such parts or pieces of the machine, which defendant neglected to furnish him."

Exception

And the defendant requested the Court to give the Jury also the following charge, which the Court refused to do, to which the Deft. excepts

"If the Jury find from the evidence that the defendant E. Aultman & Co. furnished to its agents and salesmen printed blanks on which to take orders and make sales, which also embraced the warranty made upon its sales, and, if the Jury further find that the fact was known to the plaintiff Kearns, that such blanks were furnished to and used by such agents and salesmen, then the plaintiff cannot maintain an action upon a verbal warranty or agreement by such agent."

The defendant also requested the Court to give the Jury
Exception the following charge, which the Court refused to do, to which defendant excepted.

"The Jury will not consider any statements or promises whatever made or said to have been made by the agent in selling this machine, if the said statements contradict or tend to contradict the written contract entered into by the parties and signed by the plaintiff."

And the Court charged the Jury as follow:

Mr. Mc Lean read seven written charge to the Court which he desired to be given. The first and second were given, the others refused.

Charge of the Court

In this case the plaintiffs, Harvey M. Kearns, sues the defendant E. Aultman & Co., to recover the price of a Combined Reaper and the interest on the note. He claims that on the fifth day of May 1882, stated in the petition as June, 1882, he gave two notes for $150 Exception to Special Portions of Charge
He claims the contract was that the agent was to put the machine in good order, make it do good work, that he claims was the contract. He further claims that the Company failed to make the machine good or do good work, and that therefore the obligation to pay the notes failed, he having been told to pay the notes when the machine should do good work. He claims that he was ready to pay the note at the appointed time, if they had done what the agent had agreed.

{ It makes no difference whether there was a contract of warranty
Exception or not, if he agreed that the machine should be repaired, and made to do good work and he failed to make it good and it failed to do good work, then the consideration of the notes failed. }

It devolves upon the plaintiff to prove this by a fair preponderance of the evidence, if he has proven it he is entitled to recover his money, if he has not proven it he is entitled to recover.

{ It is claimed that the agent has no authority to give the warranty
for a second hand machine. If the Company can reap the benefits
Exception of the contract and do, they ratify the contract, and by accepting the
notes, they must affirm the contract before they can reap the benefits
of it. }

{ So it turns upon the simple question, has the plaintiff proven to
Exception you that the agent promised to make the machine do good work and has he failed to do so. }

The defendant claims plaintiff is not entitled to recover expenses for

coming to Marysville.

If you find for the plaintiff, he is entitled to recover for the note from May '82 (our note was not due till '83) if he is entitled to recover he is entitled to recover on our note of $50.00 from July first '82 and $50.00 from July first '83, if entitled to recover at all. The first and second written charges were accepted and were read.)

Exception

After reading the first it was explained as follows: It is true there is no presumption of warranty on a second hand machine. (The Second.) This means that there were certain provisions, our dealing he was required to give notice to the Company or its authorized Agent. Her claims this, unless he did this he would not be entitled to bring this suit.

I have gone over this briefly and yet I believe that I have mentioned all that was necessary.

The written charges requested by the defendant and given by the Court to the Jury, are hereto attached, marked "Charge One" and "Two" respectively and the four charges requested by the defendant, and which the Court refused to give with his endorsements of such refusal thereon, to which refusal the defendant then and there excepted, are also hereto attached, marked "Charges 3, 4, 5, & 6. respectively

Exceptions to Special Portions of Charge

And to so much of said charge as given as begins on the 1st Page & 15 line, with the words "it makes no difference whether there was a contract or not", and ending with the word "failed" in the 19th line of said 1st Page, the defendant then and there excepted.

And the defendant to so much of said charge as commences upon the 22nd line of said first page, with the words "it is claimed that the agent has no authority &c: and ends with the words "before they can reap the benefit of it" in the 26 line of said first page, the said defendant also then and there excepted. Defendant also then and there excepted to the sentence immediately following the last quotation of the charge, which begins with the words "so it turns" and ends with the words "failed to do so", said portion being at the bottom of the first page and top of the second page of the charge as given.

do—

The defendant then and there excepted to the ruling of damages as laid down by the Court upon the 2nd page of the charge as being the facts of the two notes with interest as stated.

Exception

The defendant also then and there excepted to the modification of the written charges as given. And the Jury having found in favor of the plaintiff, the defendant within three days made a motion for a new trial, but the Court overruled the same and rendered judgment on the verdict, to which defendant excepted and tenders this its Bill of Exceptions, which is allowed, signed, sealed and ordered to be made part of this record.

John A. Price,
Judge of the Court of Common Pleas.

January 7th, 1890.

Charge 1. Given.

If the Jury find from the evidence that the defendant knew the machine in question was second hand when he purchased it, then there is no presumption of warranty nor any implied warranty, and unless there is a fair preponderance of evidence that said machine was warranted by C. Aultman & Co., when it was sold to said Haines, the Jury must find for the defendant.

Charge 2. Given

If the Jury find from the evidence that the plaintiff Haines purchased the machine upon condition that he was to receive from the defendant C. Aultman & Co., pieces or parts to replace those found to be broken in the machine, then, before plaintiff can maintain suit against said C. Aultman & Co. for not furnishing such pieces or parts, plaintiff must demand the same of the defendant, or at least give notice to said defendant that the same are needed; and unless the Jury find that such demand or notice was made or given by said Haines to C. Aultman & Co., or to its authorized Agent and that such pieces or parts were refused or that C. Aultman & Co. neglected to furnish the same after such notice or demand, the Jury must find for the defendant.

Charge 3. Refused.

This suit is brought and prosecuted by the plaintiff H. M. Haines against C. Aultman & Co., as a firm and not as an incorporated Company; and, if the Jury find from the evidence that said C. Aultman & Co. is, and was, ever since May 5th, 1882 the date of this sale, a Corporation, the Jury must find for the defendant.

Charge 4. Refused

If the Jury find from the evidence that the parts or pieces of machinery which it is claimed by plaintiff the defendant neglected to furnish him could easily have been obtained by plaintiff here or sale both at Canton, Ohio, in Marysville and elsewhere, then the only damage plaintiff can ask or claim is the cost of such parts or pieces of the machine which defendant neglected to furnish him.

Charge 5. Refused

If the Jury find from the evidence that the defendant, C. Aultman & Co. furnished to its Agents and salesmen printed blanks on which to take orders and make sales, which also embraced the warranty made upon its sales, and, if the Jury further find that the fact was known to the plaintiff Haines that such blanks were furnished to and used by such agents and salesmen, then the plaintiff can not maintain an action upon a verbal warranty or agreement by such agent.

Charge 6 Refused

If the Jury will not consider any statements or promises what-ever made or said to have been made by the Agent in selling this machine, if the said statements contradict or tend to contradict the written contract entered into by the parties and signed by the plaintiff.

Attest R M Crowy clerk

Olras continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of May, to wit; on the 27th day of May in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, to-wit, on the 6th day of December A.D. 1888. A.G. Boring filed in the Clerks Office of the said Court of Common Pleas the following Petition against E.P. Rogers et al

Petition A. G. Boring, Plff.
vs
5703 E. P. Rogers and
J. C. Rogers et al Defts.

Court of Common Pleas.
Union County Ohio.

The plaintiff A. G. Boring complains and says that at the October Term 1888 of the Court of Common Pleas of said County of Union, Ohio. he obtained Judgment against E. P. Rogers and J. C. Rogers in said Court and by its judgment for the sum of Nine hundred and sixty-three 16/100 dollars and costs, to-wit: on the 30th day of October, 1888. which judgment remains in full force unreversed and unsatisfied. That an execution issued thereon and has been returned by the Sheriff that said defendants have no property personal and real wherein to levy and plaintiff says they have no property personal or real on which a levy of execution can be made but he says said J. C. Rogers hath an equity in certain real estate which ought to be applied in payment of said judgment in this that he says the said note on which said judgment was rendered was a renewal of a note given by them the said E. P. Rogers and J. C. Rogers to plaintiff previously thereto for money with which said J. C. Rogers bought the lot or lands on which he now resides at the junction of the Fenton Pike and the New California Pike adjoining Marysville on the East which premises in said forks between said Pikes extends East far enough to contain 7¼ acres, to-wit: to within 17 feet of the center of the Railroad, and bring the lot on which he and his wife reside. And plaintiff says that without any consideration whatever said J. C. Rogers caused the deed for said land to be made by said R. Berger to Nancy Rogers, wife of said J. C. Rogers, (the said deed recorded in Vol. 48, on Page 88 of the Record of Deeds of said County) though the money used in payment of the same was the money for which said note was given on which said judgment was rendered. And plaintiff says further that John Opphill is indebted to the said J. C. Rogers by note and otherwise, but the amounts and dates of such notes and indebtedness plaintiff is unable to state, but plaintiff is informed and believes and avers the sum is about two thousand dollars and are past due. And he says that since plaintiffs judgment was obtained or but a short time prior thereto during the year of 1888 said J. C. Rogers destroyed one of the notes he held on said John Opphill without payment but the amount plaintiff is unable to

state. And plaintiff says Leuther Leiggett holds or did hold a chattel mortgage on personal property of E.P. Rogers and also has taken a deed from J.C. Rogers for lands conveyed to said Leiggett and plaintiff is informed he doth owe said J.C. Rogers or E.P. Rogers thereon or will owe them a balance after he has been paid for all that he is liable for them as surety and otherwise all of which sums ought in equity to be applied to the payment of the plaintiff said judgment.

Therefore plaintiff prays that said Nancy Rogers, wife of J.C. Rogers and John Oplill and Leuther Liggett, as well as E.P. Rogers and J.C. Rogers be made defendants herein and that they each make full answer as to the amount they may have in their hands of the property of said E.P. Rogers and J.C. Rogers and that said Oplill answer as to the amount and nature of his indebtedness to said J.C. Rogers and that the said deed to said Nancy Rogers be set aside so far as it affects said plaintiffs claim aforesaid and the same be declared void for want of consideration as against plaintiffs said judgment and liable to the said judgment by reason of the premises and that such further relief be granted to plaintiff as law and equity require.

J. W. Robinson and
R. E. Woodburn, Attys for Plff.

State of Ohio,
Union County ss

A. G. Boring, plaintiff, being duly sworn deposes and says he believes the allegations of the foregoing petition are true.

A. G. Boring.

Sworn to before me and signed in my presence this 6th day of December, 1858.

R. McElroy, Clerk.

Praecipe — So the Clerk of Court:

5703 — Issue summons in this case for John Oplill, J.C. Rogers, E.P. Rogers, Nancy Rogers, and Leuther Liggett, and endorse "Petition for Equitable Relief" and appropriate to the payment of A.G. Boring's Judgment and enough to pay the same out of indebtedness of John Oplill and set aside deed.

J.W. Robinson and
R. E. Woodburn, Atty for Plff.

Summons — Afterward: on the 6th day of December, A.D. 1858. a Summons was issued by the Clerk of said Court.

5703 — The State of Ohio,
Union County, ss — To the Sheriff of the County of Union Greeting:

We command you to notify E.P. Rogers, J.C. Rogers, John Oplill, Nancy Rogers, and Leuther Liggett that they have been sued by A.G. Boring in the Court of Common Pleas, of Union County, and that unless they answer by the 5th day of January, A.D. 1859, against them filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly.

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You will make due return of this summons on the 17th day of December, A. D. 1858.

Witness my hand and the seal of said Court, this
[seal] 6th day of December A. D. 1858.

R. W^m Leroy, Clerk.

Indorsed: Action for "Equitable Relief" and appropriate to the payment of A. G. Boring's Judgment, to pay the same out of the incumbrances of John Ophill and set aside deed.

Sheriff's Return

And afterward, on the 13th day of December, 1858. the Sheriff of said County returned said summons to the Clerk's Office in said County which return is as follows:

Service	$	70
Mileage	1	92
Copy	1	00
Total	$3	82

The State of Ohio
Union County ss

Sheriff's Return

Received this Writ December 6th, A. D. 1858 at 1 o'clock P. M. and pursuant to its command, on the 6th day of December, A. D. 1858. I served the same by handing a true and certified copy of this writ with the endorsements thereon to the within named defendants Luther Leiggett, J. C. Rogers, John Ophill, and Nancy Rogers. And on December 10th 1858 I served the same by handing E. P. Rogers a true and certified copy of this writ with the endorsements thereon.

M. Hopkins, Sheriff.

Demurrer

Afterward, on the 7th day of February, A. D. 1859, a demurrer was filed with the Clerk of said Court, which reads as follows:

A. G. Boring Plff.
vs
E. P. Rogers and Deft
J. C. Rogers et al.

Court of Common Pleas
Union County, Ohio.

And now comes the defendants, John C. Rogers, and Nancy Rogers, and demur to the petition of the said A. G. Boring plaintiff, and state the following cause of demurrer thereto, to-wit:

That the said petition of the said plaintiff does not state facts sufficient to constitute a cause of action against these defendants and in favor of the said plaintiff.

John B. Coats, Atty for said Defts.

Entry

Afterward, on the 11th day of March A. D. 1859, the following Entry was made on the Journal by the Clerk of said Court.

5703 A. G. Boring, Plff
vs
E. P. Rogers et al. Deft.

Journal 15, Page 40

Leave is given to plaintiff to file Amended Petition this week.

Afterward, on the 16th day of March A. D. 1859, Amended Petition was

Amended Petition

filed with the Clerk of said Court.

A. G. Boring Plff.
vs
E. P. Rogers et al. Deft.

Court of Common Pleas, Union County, Ohio.

5703

The plaintiff says that at the October Term A. D. 1858

of this Court of Common Pleas of Union County Ohio, viz: On the 30th of October, 1888, the said plaintiff recovered judgment in said Court against the said E.P. Rogers and J.C. Rogers for the sum of nine hundred and sixty three and 16/100 Dollars ($963 16/100) besides Costs which judgment remains in full force and virtue in law unreversed and unpaid on 8 per cent. interest.

That before this action was brought a writ of execution issued on said judgment and was delivered to the Sheriff of said County and a return made thereon that said defendants had no property personal or real liable to be levied upon to satisfy said writ and said judgment which is on right per cent interest.

The plaintiff says said note of the said E.P. Rogers and J.C. Rogers on which said judgment was obtained was a renewal of a note given several years before for money borrowed of the plaintiff and which was used as he was informed and charges in the purchase of the 7¼ acre lot on which the said J.C. Rogers resides being in the junction of and between New California Pike and the Hinton Road or Watkinsville Pike and extending east to within 17 feet of the center of the C.C.C. & I. R.R. Railroad track. And that for the purpose of placing the said lot beyond the reach of his creditors the said John C. Rogers caused the title to said lot to be placed in the name of his wife Nancy Rogers and has built thereon a large fine brick residence and made other valuable improvements thereon.

The expense of said purchase and of making said improvements were all paid from the means of said J.C. Rogers since the creation of said debt to the plaintiff and without any part of the same being paid for by his wife Nancy.

The plaintiff says the said J.C. Rogers had other real estate but it was incumbered and said incumbrances have continued thereon as herein after mentioned.

The plaintiff further says the said John Oplull has for many years been indebted to the said J.C. Rogers by notes but the date and amounts of the same plaintiff is unable to state and the plaintiff is now informed and he therefor charges that in order to place the same beyond the reach of his creditors he without consideration had the same made payable to his said wife; and the plaintiff says he is informed and believes and he therefor charges that said J.C. Rogers about the time this action was commenced without any consideration turned up one of said notes calling for about eight or nine hundred dollars.

And plaintiff says said indebtedness of said Oplull in equity should be applied so far as necessary to the payment of the plaintiffs said judgment.

The plaintiff further says that he has recently learned and now avers that at the time said writ of execution issued as aforesaid and at the time said judgment was obtained as aforesaid the said J.C. Rogers owned in fee simple of and the said Nancy had the inchoate right of dower in the following real estate in the County of Union aforesaid described as follows, to wit: Part of Survey No. 1374

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beginning at a stake and sugar and elm N. W. corner of J. G. Smith's bring 62 poles from the N. E. corner of said survey: thence with the N. line of said Survey S. 81°-30'- W. 62 poles to a stake, hickory and white beech: thence S. 11½- E. 105 poles to a stake, 2 sugars and ironwood in Sherwood's N. line: thence N. 81°-30'- E. 62 poles to a stake and water beech S. W. corner to S. Smith's: thence N. 11°-16'- W. 105 poles to the beginning containing 45 acres, except 15 acres sold to Joseph Cole August 1st, 1885.

2nd Tract. Lot No. 2. of subdivision of Isaac White part of Survey No. 1397, beginning at a large beech in the north line of said Survey: thence with the said line N. 81°-30'- E. 156 poles to a beech: thence S. 11°-15'- E. 105 poles to an elm, ash &c: thence S. 81-30'- W. 156 poles to a beech: thence N. 11°-15 - W. 107 poles to the beginning containing 103 acres more or less.

3rd Tract The following tract part of Survey No. 1394, beginning at a stake hickory and water beech N. W. Corner of Jacob Baughmans land in the north line of said Survey: thence with said line S. 81°-30 W. 32½ poles to a beech and hornbeam N. E. corner of lot No. 2: thence with the line of lot No. 2 S. 11°-15'- E. 105 poles to an elm, sugar, ash, buckeye and hickory: thence N. 81°-30' E. 32½ poles to a stake: thence N. 11°-15'- W. 105 poles to the beginning, containing 22 acres.

4th Tract Part of Survey No. 3956 beginning at the S. E. corner of land conveyed to Luther Liggett and in the N. line of said Survey in the center of the road leading South from the Watkins: thence with the Survey line N. 81°- E. 45 poles to a sycamore and stone; thence N. 10 W. 10 ⅔ poles to a stake; thence S. 81. E. 45 poles to a stake in the center of said road; thence S. 10 E. 10 ⅔ poles to the beginning containing 3 acres more or less.

Fifth Tract Part of Survey No. 3349 beginning at a stake in the Survey line and corner of a 50 acre lot sold to Hiland Baughman; thence N. 81°-41'- E. 43 $\frac{58}{100}$ poles to a stake corner to J. C. Rogers land: thence with said Rogers line S. 11°- 4' E. 107 $\frac{3}{10}$ poles to two beeches N. E. corner of 25 acre lot to H. M. Sink: thence with the line of said S. 81°-49'- W 43 $\frac{58}{100}$ poles to a stake another corner of said Baughmans land to the beginning, containing 29 $\frac{45}{100}$ acres more or less. The whole five tracts constitute the J. C. Rogers farm on which said E. P. Rogers resides.

That on the 8th of October 1888 and before said judgment was obtained and while the action therefor was pending in said Court the said J. C. Rogers and Nancy conveyed by warranty deed on its face the said land to Luther Liggett in fee simple which deed was placed on record according to law. But the plaintiff has since learned and avers that at the time said deed was executed to the said Liggett and as a part of the same transaction and as part of the consideration for so conveying said land to said Liggett, the said Liggett executed and delivered to the said J. C. Rogers a written agreement that he would reconvey said land to said J. C. Rogers in fee-simple whenever said J. C. Rogers should repay him what he called $6400 which he the said Liggett was to pay as follows, viz: $4000 as mortgage lien on said land held by the Connecticut Mutual Life Insurance Company and pay the further sum of $2400 of indebtedness of said

E.O. Rogers and J.C. Rogers on which said Luther Liggett was surety and thereby the said deed of conveyance became and was nothing but a mortgage to secure the said Liggett and save him harmless on account of said suretyship and the sum of four thousand dollars lien on said land and the said land was in fact subject to levy by virtue of said writ of execution and the plaintiff says that said judgment became and was where it was rendered as aforesaid and still is a lien on said land and the plaintiff since the commencement of this action when he learned the facts aforesaid caused another execution to issue on said judgment and delivered it to the Sheriff of the said County who duly levied on said land by virtue of said writ to satisfy said judgment and execution.

The plaintiff says that said Liggett has in his hands and under his control a considerable quantity of promissory notes taken by him for personal property held by him by virtue of chattel mortgage given by said E.O. Rogers to indemnify said Liggett on account of his being surety for said E.O. Rogers and as surety for J.C. Rogers on notes which said E.O. Rogers and J.C. Rogers owed for at least four or five years as plaintiff avers and believes.

That said Liggett has not paid all of said liens and claims for which he is surety but has under his said agreement advanced some money for the said J.C. Rogers but the amounts the plaintiff is unable to state. But plaintiffs says and he believes that after paying the said mortgage liens held by said Connecticut Mutual Life Insurance Company on said land and the payment of all the sums now advanced and paid by said Liggett for said J.C. Rogers under said contract and the payment of all the debts of said E.O. Rogers and J.C. Rogers or either of them on which said Liggett is surety, there will be a considerable balance to pay the liens aforesaid of the plaintiff when said notes shall be collected and applied as provided by said chattel mortgage of said E.O. Rogers to said Liggett.

Therefore plaintiff prays that the said Connecticut Mutual Life Insurance Company may be made a party hereto as well as those made parties heretofore and that the plaintiff have an order of sale of said farm in the possession of E.O. Rogers as aforesaid and that the said Official may be ordered to pay so much of said indebtedness as may be necessary to satisfy plaintiff's said judgment and costs and interest at 8 per cent.

Also if there shall still remain any part of said plaintiffs judgment unpaid that said conveyance to said Nancy Rogers for said 7 1/4 acre lot be declared void as against said plaintiffs claim and the same be declared a lien and charge on said 7 1/4 acre lot in her hands and if she fail for a reasonable time to be fixed by the Court to pay the same that said lot be sold to satisfy the said claim of the plaintiff and that the amount due said Insurance Company be ascertained and decreed by the Court

and the amount due said Liggett under his said deed or mortgage as the Court may find the fact to be and said lands be sold and after the payment of said sums and the sums paid by said Liggett after deducting what he will realize from said notes that the balance or so much as may be necessary shall be applied to the satisfaction of the plaintiff's said claim and he prays for other proper relief.

J.W. Robinson "

R. L. Woodburn, Attys. for Plf.

The State of Ohio,
Union County ss

A. G. Boring, plaintiff, being duly sworn, deposes and says he believes the allegations of the foregoing Amended Petition are true.

A. G. Boring.

Sworn to before me and signed in my presence by A. G. Boring plaintiff, this 16th day of March, 1887.

Seal

R. McCrory, Clerk

Answer

Afterward, on the 24th day of May, 1887. Answer was filed with the Clerk of said Court.

5703 A. G. Boring Plff.
vs
E. P. Rogers et al. Defts.

Court of Common Pleas Union County Ohio
Answer of Nancy Rogers.

The said defendant Nancy Rogers now comes and for her separate answer to the plaintiffs Amended petition says: that she is the wife of said J. L. Rogers and that said E. P. Rogers is their son. Said E. P. Rogers on or about the 29th day of January, 1879 married Alice Boring daughter of plaintiff. That this defendant and J. L. Rogers have been married since the year 1840 and that at the time of their marriage they had but little means and began in married life by working each to aid in securing a home and property. Land at that time was cheap and their mode of accumulation was to buy a small tract and they would each aid in paying out for it.

This defendant did a great deal of farm work and from butter made by her and the proceeds of her poultry and garden would accumulate and save money and pay on said land.

The title to said land was taken in the name of said J. L. Rogers

About the close of the late war this defendant received from her father's estate $500" which was also invested in land the title of which was in said J. L. Rogers. Said money was so invested with the understanding that it should be made right with this defendant at a future time.

This defendant says that she and her husband have raised three children, to wit: E. P. Rogers, W. S. Rogers, and Mary Oplill.

That prior to the year 1879 said J. L. Rogers and this defendant by their joint labor and using the separate means of this defendant had accumulated quite a large amount of real

and personal property. the real property included that described in plaintiffs petition (except the 7½ acre lot) and also 100 acres of valuable land in Davis Township in said County. they were entirely free from debt, except the claim of plaintiff to be more fully noticed hereinafter, said real estate was wholly unincumbered. Said plaintiff was then a man of large means and had frequently signified his intention to help his daughter Alice by giving her said note. She defendant jointly with her said husband signed a deed for 25 acres of land to said E.O. Rogers to help him along and it was then understood said plaintiff would also and his son-in-law and the collection of said note was not then thought of.

That on or about the 13th day of July 1877 said J.C. Rogers desired to leave the farm and move near Marysville and said to this defendant that as all the other lands had been placed in his name they would now buy a tract and put in this defendants name accordingly they purchased of one Samuel R. Berger, the seven and one fourth acres in the petition described, and the same was conveyed to this defendant and a building erected thereon.

This defendant says that said plaintiff knew all about said transaction but the said J.C. Rogers had other unincumbered real estate at the time amounting to more than 280 acres which was worth at that time on an average of more than $50.00 per acre besides owning a large amount of personal property and money.

This defendant says that said J.C. Rogers was only surety on said note to said plaintiff and this defendant avers that on more than one occasion after said 7½ acres was deeded to this defendant and the house erected thereon said E.O. Rogers offered to pay said plaintiff the note upon which said judgment was rendered but the said plaintiff refused to take the money saying he intended it for said Alice.

And long after this defendant was living on said 7½ acres said E.O. Rogers tendered payment of said note to said plaintiff which he refused for the reason that said E.O. Rogers was his son-in-law and plaintiff was wealthy and did not need the money.

This defendant says that she received notes from Opliff in the manner following: Mary Opliff, wife of John Opliff is a daughter of this defendant and about --- years ago this defendant joined her husband in a deed to said John Opliff for 30 acres of land at the time intending 20 acres as a present but the other 10 acres was to be paid for by said John Opliff and he gave his notes therefor the amount the plaintiff is unable to give. And long before said J.C. Rogers was in any manner involved to-wit: About the -- day of -- 18-- said notes were made payable to this defendant but the same were never expected to be collected unless some unforseen emergency should arise.

This defendant finally intended to leave them to her daughter. She defendant says that she admits the plaintiffs

obtained judgment as alleged and that execution was issued and levied as stated. She admits that said J. C. Rogers was the owner of the several tract of land described in said petition, except the 7¼ acres and that this defendant had the inchoate right of dower therein. She defendant denies that on the 8th day of October, 1888 or at any other time said land was conveyed to said Leggett but says the pretended deed therefor was never legally executed or attested. That there was no consideration for the same, and that said Leggett never performed any of the covenant of said pretended contract, and denies that said pretended deed ever had any validity either as deed or contract or mortgage or that it ever was a lien upon said land.

She defendant admits that said plaintiff has caused a levy to be made upon said lands, and that said Leggett has a large amount of personal property, notes and money of said E. P. Rogers under his control which he received by virtue of chattel mortgages, and that said lands of J. C. Rogers are more than sufficient to pay all J. C. Rogers's debts including the plaintiff's and admits the mortgage to said Insurance Company and this defendant denies each and every allegation in said petition not herein admitted.

She defendant says that long after said Ophull notes were in her name with full knowledge of plaintiff and while said J. C. Rogers had abundant means said E. P. Rogers tendered payment to his said father-in-law who refused to accept the same, saying he intended it for Alice his said daughter, and that several years after said 7¼ acres of land and said Ophull notes were in the name of this defendant said J. C. Rogers first became surety for other parties which caused him serious loss and finally he was compelled to mortgage his land and became involved in debt. That the idea of any fraud in placing said 7¼ acres of land in the name of this defendant never occurred to said plaintiff until after said J. C. Rogers became involved. That he knew of all said transactions at the time they occurred and visited this defendant for years while she lived in her house on said 7¼ acres well knowing it was here. That she has ever since made the least objection during all those years while both said E. P. Rogers and J. C. Rogers had abundance of means she would have compelled him either to accept payment or give up to said Alice his note as he claimed to be willing to do.

That if there was any fraud in said transaction he well knew it at the time and that has been more than nine years ago and that to permit him now to take from this defendant in her old age her said home would be a fraud upon her.

That if said plaintiff ever has any claim it has long since been barred by the Statute of Limitations, but this defendant denies that he ever had any claim on her said property.

Wherefore this defendant prays that she may go hence without day and recover her costs and for all proper relief.

J. L. Cameron Atty. for Defft.

State of Ohio.
Union County.

Nancy Rogers being first duly sworn says the facts stated in her foregoing answer are as she believes true.

Nancy Rogers

Sworn to before me by said Nancy Rogers and by her signed in my presence this 24th day of May, 1889.

seal A. H. Kollerfrath, Notary Public

Reply

Afterward, on the 29th day of May, 1889, a Reply was filed with the Clerk of said Court.

5703 A. G. Boring Plff.
vs
J. C. Rogers et al Defts.

Court of Common Pleas,
Union County Ohio.

The plaintiff for his reply to the answer of the defendant Nancy Rogers says that he admits that said defendant was married as she alleges therein and raised a family as alleged and her son E. O. Rogers married plaintiffs daughter Alice and that said defendant was industrious and aided her husband to make their property as alleged and the title to the land was taken in his name as alleged and they removed to Marysville as alleged, but as to all other matters and allegations which are not also averred in plaintiffs amended petition and which averred matters and things not herein specifically admitted are denied by the plaintiff and therefor he prays judgment as he did in his amended petition.

R. L. Woodburn and
J. W. Robinson Attys for Plff.

The State of Ohio,
Union County ss

A. G. Boring, plaintiff. being duly sworn, deposes and says the allegations of the above Reply are true as he believes.

A. G. Boring.

Sworn to before me and signed this 29th day of May, 1889.

seal James B. Cole, Notary Public.

Motion

Afterward, on the 28th day of May, 1889, a motion was filed

5703 with the Clerk of said Court.

A. G. Boring Plff.
vs
E. O. Rogers et al Defts.

Court of Common Pleas,
Union County, Ohio.

Plaintiff move the Court to order defendant to make her answer more definite and certain

First. By filling up the blank dates which are numerous in her answer

Second. That she state when the plaintiff refused to receive the money due him on the claim mentioned in his petition, and when said E. O. Rogers or anyone else tendered him the money therefor.

R. L. Woodburn and
J. W Robinson Attys. for Plff.

Motion 5703 A. G. Bor
vs
Nancy R

Entry

Motion — Afterward, on the 28th day of May, 1887, a motion was filed with the Clerk of said Court.

5703 — A. G. Boring, Plff
vs
E. O. Rogers et al. Defts. | Court of Common Pleas, Union County, Ohio.

The plaintiff moves to strike out as surplus and immaterial matter all that part of the defendants answer which relates to her early married life in which she aided her husband in his work and making butter.

2nd. That the whole of said answer be stricken out as not responsive to the plaintiff petition as immaterial in substance and calculated simply to encumber the record with the substance of a stump speech.

3rd. That material and immaterial matter of said answer is so interspersed that it cannot be separated and that said defendant be ordered to reform her said answer so as to plead issuably to the plaintiff's petition.

4th. That all that part of her answer which relates to the wealth of the plaintiff and his visiting the defendants be stricken out as immaterial, also that part of said answer which avers that plaintiff knew of the fraud nine years ago and therefore his claim is barred by the Statute of Limitations.

R. Le. Woodburn and
J. W. Robinson Atty. for Plff.

Entry — Afterward, on the 21st of June, 1889, the following Entry was made on the Journal by the Clerk of said Court.

5703 — A. G. Boring Plff.
vs
Nancy Rogers et al Defts. | Journal 15, Page 128.

This day came the parties and their attorneys and thereupon this case came on to be heard upon the pleadings of the parties and the evidence, and was argued by counsel and submitted to the Court; on consideration whereof the Court being fully advised in the premises, finds in favor of the defendant Nancy Rogers, and against the said plaintiff. The Court finds that there is nothing due from said Luther Leggett to said J. C. Rogers, and that there was no fraud in the conveyance to said Nancy Rogers of the seven and one fourth acres of land described in the petition, and that said John Oplill is not indebted to said John C. Rogers, and that the plaintiff is not entitled to subject to the payment of his claim the indebtedness of said John Oplill to said Nancy Rogers.

It is therefore considered and decreed by the Court that the petition of said plaintiff be and the same is hereby dismissed.

It is further adjudged and decreed that the plaintiff pay the costs of this procceding taxed at - - - $. and in default of such payment that execution issue therefor. Thereupon the plaintiff gave notice of his intention to appeal this cause to the Circuit Court and the Court fixed the bond for appeal at $300.00

Olras continued and held at the Court House within and for the County of Union in the Sixth Judicial District of the Court of Common Olras of the State of Ohio before the Honorable John F. Price, Judge of said Court of the Term of March, to-wit: on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit. on the 2nd day of January A. D. 1890, Clara M. Saylor filed in the Clerks office of the said Court of Common Olras the following Petition against Jesse W. Saylor.

Petition

Clara M. Saylor
vs
Jesse W. Saylor

5709

Court of Common Olras. Union County Ohio.

Plaintiff has been a resident of the State of Ohio for the year last past and has been a bona fide residence in the County of Union.

On or about the 4th day of April, 1885 she was married to the defendant Jesse W. Saylor. One child was born of such marriage on the 9th day of February 1887.

Defendant was on the 18th day of June, 1889 guilty of extreme cruelty towards plaintiff in this that while she was absent from home attending the funeral of a relative he locked the house where they were at the time living in Claibourne, Ohio, and prevented her gaining admission thereto nearly all of said day although she was at the time in ill health and suffering greatly and compelled her to seek shelter at a neighbors.

And upon his return he refused and neglected to assist her home and she had to rely on the aid of others to get there and he knew she was suffering from illness and trying to get home and when she entered the house he refused to speak to her or in any way recognize her.

Plaintiff remained at said house for several days confined to her bed with sickness, and defendant all the time treated her with such coldness and neglect she was compelled to leave and go to her friends as soon as she was able to walk.

On or about the 9th day of February 1887, defendant was guilty of extreme cruelty in this that he neglected her and treated her with coldness at the time her child was born: that he left her and staid from home the greater part of the time she was ill, although his business did not require it and he had no justifiable reason for so doing.

At the time above mentioned the defendant was very cross and quarrelsome and unjust to plaintiff without any cause or provocation on her part and was always during their marriage harsh and cruel in his treatment of her so that it was impossible for her to live with him.

Since about the 19th day of June 1889 the defendant has

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Sheriff's Return

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failed and wilfully neglected to provide plaintiff with the common necessaries of life so that she has been compelled to live by her own exertions, having the ability to support her being possessed of property of at least the value of $500.00. And in this respect has been guilty of gross neglect of duty.

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

Cole & Cole
Attys. for Plff

The State of Ohio,
Union County ss.

Clara May Taylor being first duly sworn according to law says the facts stated and allegations contained in her foregoing petition are true as she believes.

Clara May Taylor.

Sworn to and subscribed before me this 2nd day of January, 1890.

{seal} R. McCrory, Clerk.

Summons

Afterward, on the 4th day of January, A.D. 1890, the following Summons was issued by the Clerk of Courts.

5709.

The State of Ohio,
Union County ss.

To the Sheriff of Franklin County:

You are commanded to notify Jesse W. Taylor that Clara M. Taylor has filed in the Clerks office 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 asking that she be divorced from him, and that she be restored to her maiden name &c and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 13th day of January, A.D. 1890.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 4th day of January A.D. 1890.

{seal}

R. McCrory, Clerk.

Sheriffs Return

And afterward, on the 16th day of January A.D. 1890, the Sheriff of said County returned said summons to the Clerks Office in said County, which return is as follows.

Service	$	60
Copy		20
Mileage	1	60
Doc. & Post.		29
Total	$2	69

Received 8 oclock A. M. on the 6th day of January A.D. 1890, and on the 8th day of January A.D. 1890, Served within named defendant Jesse W. Taylor personally with a true and duly certified copy of this writ with all indorsements thereon. I also at the same time served him with a true copy of the

petition for divorce in this case.

Brice W. Custer Sheriff.
By W. W Simmons, Deputy.

Entry — Afterward, on the 7th day of March, 1890, the following Entry was made on the Journal by the Clerk of Court.

5909 Clara M. Taylor vs Jesse W. Taylor — Journal 15, Page 259.

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

The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of extreme cruelty and gross neglect of duty, 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 Clara M. Taylor and Jesse W. Taylor be and the same hereby is dismissed and both parties are released from the obligations of the same.

It is further ordered that the petitioner be and she hereby is restored to her maiden name of Clara May Snyder.

It is further ordered by the Court that the plaintiff pay the costs of this proceeding and execution is awarded.

Attest A M Savy clerk

Be it remembered that heretofore, to wit, on the 14th day of February, 1890, A. A. Showalter filed in the Clerk's Office of the said Court of Common Pleas the following Petition against E. G. Piper.

Petition 5935 — A. A. Showalter Plff vs E. G. Piper Deft. — Court of Common Pleas. Union County Ohio

This was continued and held at the Court House within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John K. Price, Judge of said Court. of the Term of March in the year of our Lord one thousand eight hundred & ninety

Defendant is indebted to plaintiff in the sum of three hundred

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and eighty (380^{00}) dollars, which plaintiff claims with interest at eight per cent per annum from the 10th day of March, 1884 on a promissory note, of which the following is a copy with all credits and indorsments.

Copy of Note. 380^{00} Milford Center, Ohio. March 10th, 1884.

Sixty days after date I promise to pay to A. R. Showalter or bearer, three hundred and eighty dollars at --- Value received with interest at 8 per cent. per annum.

E. G. Piper.

There are no credits or indorsments upon said note, and there is therefore due to plaintiff upon said note the sum of three hundred and eighty dollars with interest at eight percent from the 10th day of March A. D. 1884.

Wherefore plaintiff asks judgment against defendant in the sum of three hundred and eighty (380^{00}) dollars with interest from the 10th day of March A. D. 1884 at eight per cent per annum and for all proper relief.

S. S. Arthur, Atty. for Plff.

The State of Ohio
Union County ss

The above plaintiff A. R. Showalter, being duly sworn, says the facts and allegations in his foregoing petition are true as he verily believe.

A. R. Showalter

Sworn to by the above named plaintiff A. R. Showalter and by him subscribed in my presence this 14th day of February 1890

R. McCrory, Clerk

Praecipe To the Clerk:

Issue summons returnable according to law. Indorse the same amount claimed 380^{00} with interest at 8 per cent from 10th day of March A. D. 1884.

S. S. Arthur Atty. for Plff.

Summons Afterward, on the 14th day of February, A. D. 1890, the following Summons was issued by the Clerk of said Court.

5935 The State of Ohio,
Union County ss. To the Sheriff of said County.

You are hereby commanded to notify E. G. Piper that he has been sued by A. R. Showalter in the Court of Common Pleas of said Union County, and that unless he answer by the 15th day of March, A. D. 1890, the petition of the said plaintiff against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment taken accordingly.

You will make due return of this Summons on the 24th day of February A. D. 1890.

Witness my hand and the seal of said Court, this 14th day of February A. D. 1890.

[seal]

R. McCrory, Clerk.

Indorsed "Money only". Amount 380^{00} with 8% int. from March 10th, 1884.

Sheriff's Return

Afterward, on the 15th day of February A. D. 1890. the Sheriff of said County returned said Summons to the Clerk's Office in said County, which return is as follows:

The State of Ohio
Union County ss

Sheriff's Return.

Service	$	30
Mileage	1	60
Copy		20
Total	$2	10

Received this writ February 14th, A. D. 1890, at 4 oclock P. M. and pursuant to its command, on the 15th day of February 1890 I served the same by delivering a certified copy thereof with indorsements thereon to the within named E. G. Piper, defendant.

Thomas Martin, Sheriff.

Entry

5935

Afterward, on the 20th day of March, 1890, the following Entry was made on the Journal by the Clerk of said Court

A. R. Showalter
vs
E. G. Piper

Journal 15, Page 280

Now comes the plaintiff, by his attorney, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true, and that the plaintiff is entitled to recover his damages by reason of the premises from said defendant.

And thereupon the Court assess said damages at Five hundred and sixty-three (563^{00}) dollars.

It is therefore considered that the plaintiff A. R. Showalter recover from the defendant E. G. Piper the said sum of Five hundred and sixty-three (563^{00}) dollars and his costs herein expended. And that said Judgment bear interest at 8 per cent from date of this decree -- March 20th, 1890.

Attest R M Curry Clerk

Alias continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price, Judge of said Court, of the Term of March, towit, on the 3d day of March in the year of our Lord one thousand eight hundred and ninety.

Praecipe

Be it remembered that, heretofore, towit, on the 31st day of January A. D. 1890, Robinson, Curry & Co. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Wray Thompson, towit:

Summons

Petition

5927

Robinson Curry & Co
vs
Wray Thompson

Court of Common Pleas, Union County Ohio

The plaintiff says: It is a firm doing under the

name and style of Robinson, Curry & Co, and in the State of Ohio.

The said plaintiff Robinson Curry & Co, complains of the said Wray S. Thompson defendant, for that the said defendant on the 21st day of May, 1884 made his certain promissory note in writing of that date, and then and there delivered the same to said plaintiff, and thereby promised to pay to the said plaintiff, or order, one day after date from the date thereof the sum of one hundred and sixty-six 48/100 dollars with interest thereon at the rate of eight per cent from date, which period has since elapsed, the said defendant hath not paid said sum or any part thereof to the said plaintiff, except Six dollars indorsed upon said note May 31st, 1884.

A copy of which note with indorsments is hereby attached marked "A" and made a part of said petition.

Wherefor the said plaintiff pray judgment against the said defendant for the sum of one hundred and sixty and 48/100 dollars with interest at 8% from May 21st, 1884.

Robinson & Woodburn
Attys. for Plff.

Copy of Note, "A"

$166 48/100 . May 21st, A. D. 1884.

One day after date I promise to pay to the order of Robinson Curry & Co. one hundred and sixty six & 48/100 dollars at 8% interest from date. Value received.

Wray S. Thompson.

Endorsed upon said note May 31st, 1884: "Paid on within note $6.00"

The State of Ohio,
Union County ss

C. L. Robinson, one of the firm of the plaintiff, Robinson Curry & Co., being sworn says that he believes the facts stated in the foregoing petition to be true as he verily believes.

C. L. Robinson

Sworn to before me and signed in my presence this 31st day of January, 1890.

R. McCrory Clerk.

Praecipe

To the Clerk:

Issue Summons returnable to law. Endorse: "Action for Money only". Amount claimed $166.48 with interest at 8 per cent. from May 21st, 1884.

Robinson & Woodburn, Attys. for Plff

Summons

Afterward, on the 31st day of January, 1890, the following

5927 Summons was issued by the Clerk of Court.

The State of Ohio,
Union County, ss.

To the Sheriff of said County:

You are hereby commanded to notify Wray S. Thompson that he has been sued by Robinson Curry & Co, in the Court of Common Pleas of said Union County, and that unless

the answer by the 1st day of March, A.D. 1890, the petition of the said plaintiff against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment taken accordingly.

You will make due return of this Summons on the 10th day of February, A.D. 1890.

Witness my hand and the seal of said Court, this 31st day of January, A.D. 1890.

(Seal)

Endorsed: "Money only". 160.28 8% from May 21st 84 R. M. Cravy, Clerk

Sheriff's Return

Afterward, on the 6th day of February, 1890, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows.

Service	$	30
Mileage	1	60
Copy		20
Return		15
Total	$2	25

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

Received this writ January 31st A.D. 1890 at 10 o'clock A.M. and pursuant to its command, I served the same by delivering a certified copy hereof with the indorsements thereon to the within named Wray S. Thompson, defendant, on the 5th day of February A.D. 1890.

Thomas Martin, Sheriff

Entry

Afterward, on the 4th day of March, 1890 the following Entry was made on the Journal by the Clerk of said Court.

5927 Robinson Curry & Co
vs
Wray S. Thompson

Journal 15, Page 251.

Now comes the plaintiff by attorneys, and the defendant being in default for answer and demurrer, and the plaintiff hereby waiving a Jury, the Court find that the allegations of the petition are confessed by him to be true, and find that the defendant Wray S. Thompson is indebted to the plaintiff Robinson Curry & Co in the sum of two hundred and thirty-four 66/100 dollars.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $234.66 dollars, and his costs herein expended taxed at ---8.

Attest
R. M. Cravy Clerk

5912

Ohras continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 6th day of January 1890 the Farmers Bank filed in the Clerks in said County the following Petition against William Milcaby et al.

Petition

The State of Ohio
County of Union

In the Court of Common Pleas.

5912

The Farmers Bank
vs
William Milcaby
Levi Kidder and
Milo Kimball

Petition upon Cognovit Note.

There is due plaintiff from defendants on a certain promissory note, which with all credits and endorsements thereon is hereto attached, marked exhibit, and made part of this petition the sum of four hundred dollars which it claims with interest at the rate of eight per cent. per annum payable annually from the 22nd day of August A. D. 1889.

Wherefor plaintiff prays judgment against said defendants for the said sum of four hundred dollars, with interest thereon at the rate of eight per cent per annum from the 22nd day of August A. D. 1889, and for costs of suit.

Jas. S. McCampbell, Atty. for Plff.

State of Ohio
County of Union

Jas. S. McCampbell, being duly sworn, says that he is the attorney of said plaintiff; that the foregoing petition is founded upon a written instrument for the payment of money, which instrument is in affiants possession; and that the statements contained in the foregoing petition are true, as affiant believes.

Jas. S. McCampbell

Sworn to before me, and subscribed in my presence, this Seventh day of January, 1890.

R. McLeroy, Clerk.
By W. M. Winget, Deputy.

Copy of Note.

$400.00. Marysville, Ohio. June 22nd, 1889.

Sixty days after date, as principal debtors, we jointly and severally promise to pay to the Farmers Bank, or order, at their office in Marysville, Four hundred dollars for value received.

And we hereby dispense with the demand of payment of this Note, and authorize any Attorney-at-Law to appear for us, or either of us, at any time after the same shall become due, in any

Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us or either of us, in favor of the holder or holders of this Note, for the amount of said Note, with right 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 Appraisement this behalf.

Witness our hands and seals this 22d day of June, 1889.

William Milcahy {Seal}
Levi Kidder {Seal}
Milo Kimball {Seal}

Entry. 5912

The Farmers Bank
vs
William Milcahy
Levi Kidder 2d
Milo Kimball

Court of Common Pleas.
Union County Ohio

This day came the plaintiff by its attorney; also came Burnham Bates, an attorney-at-law of this Court, on behalf of the defendants, and by virtue of a warrant of attorney duly executed by said defendants, and now produced to the Court, and which is filed with the Clerk of this Court, entered the appearance of said defendants, waived the issuance and service of process in this action, and with the assent of the plaintiff, confessed that the said defendants are justly indebted to the said plaintiff in the sum of four hundred and twelve dollars with interest at 8 per cent. from January 7th, 1890 and also released and waived all exceptions, error and right of appeal herein.

It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of four hundred and twelve dollars together with its costs herein expended taxed at ---- $

Answer 5912

The Farmers Bank
vs
William Milcahy
Levi Kidder 2d
Milo Kimbal

In the Court of Common Pleas.
Union County Ohio.

I, Burnham Bates an attorney-at-law in the several courts of record of this State, by virtue of the warrant of attorney, annexed to the foregoing petition, do hereby enter the appearance of said defendants in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendants, on the note attached to said petition, for the sum of four hundred & twelve $\frac{00}{100}$ dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

Burnham Bates Atty. for Defts.

Olras continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Olras of the State of Ohio before the Honorable John A. Price, Judge of said Court, of the Term of March, Court, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, Court, on the 24th day of January, 1889, Joseph Russell filed in the Clerk's Office of the said Court of Common Olras the following Petition against Geo. Stall et al

Petition

Joseph Russell
vs
George Stall
Catherine Stall w/s
Maggie Stall

Court of Common Olras
Union County Ohio

The plaintiff says:

On the second day of January A.D. 1888, before Adam Wolford, a Justice of the Peace in and for Allen Township, Union County, Ohio, he recovered a Judgment against the defendant George Stall for the sum of fifty dollars with interest at 8 per cent. from the 16th day of May A.D. 1882 and for costs amounting to---$. That the said Judgment was procured on a promissory note made by the defendant George Stall and payable to the plaintiff, and for said sum with interest as aforesaid, which said Judgment is in full force and wholly unpaid and unsatisfied.

On the 8th day of March A.D. 1888 the plaintiff caused to be issued to the Constable of Allen Township Union County, Ohio, an execution and the same was on the same day returned as follows: "No property found whereon to make any part of this claim."--March 8th 1888.

Safely Stout, Constable.

That the defendant George Stall has no other property real or personal except as hereinafter described.

On the 19th day of January A.D. 1887, the plaintiff bring at the time a creditor of George Stall in the sum of fifty dollars with interest thereon at 8 per cent. from said 16th day of May 1882 being for the same debt for which said Judgment was rendered, said George Stall being then the owner of the following property: Military District No. 4812. Beginning at a stone corner to Abram Spain's land; thence N. 37° W. 43 7/10 poles to a stone corner to Richard Epps land; thence N. 57°-56' E. 130 poles to a stone in the Oliphant and Spain road; thence S. 37° E 43 7/10 poles to two sugar trees and a hickory original corner to said Survey; thence S 54°-55'-E. 130 poles to the beginning containing thirty five (35) acres more or less.

Also all right title and interest and estate in and to about two and one-half acres of land in the same Survey which was purchased by Samuel Grow from Henry Grimes dated April 19th 1875 and recorded in Union County Record of Leases Book A. Page 102

And bring them and ever since unable, except for said property, to pay his debts.

On said 19th day of January A. D. 1887, conveyed said property to the defendant Maggie Stall with intent to hinder delay and defraud his creditors, conveyed said property to the defendant Maggie Stall for the colorable sum of Five hundred dollars. That said Maggie Stall (who is a daughter of the defendant George Stall.) That said Maggie Stall on the same day to wit: on the 19th day of January, 1887 with intent to further hinder and delay the creditors of said George Stall conveyed the same property described as aforesaid to her mother, and wife of the defendant, Catherine Stall for the colorable consideration of five hundred dollars, but that the said conveyance to the said Maggie Stall by George Stall and by the said Maggie Stall to the said Catherine Stall, was for no actual consideration whatever.

Wherefore plaintiff prays that said conveyance may be declared to be null and void, and that said property may be subjected to the payment of said Judgment.

H. W. Ayres,
Atty. for Altf.

State of Ohio
Union County ss

Joseph Russell, being first duly sworn says the facts stated and allegations in his foregoing petition are as he believe true.

Joseph Russell

Sworn to before me and signed in my presence by the said Joseph Russell this 24th day of January 1887.

{seal} R. McCrory, Clerk

To the Clerk:

Issue Summons on the above petition to the Sheriff of Union County, Ohio, for George Stall, Maggie Stall and Catherine Stall, returnable according to law.

Endorse: "Action to set aside conveyance of land."

H. W. Ayres.

Summons

Afterward, on the 24th day of January A. D. 1887, the following 5737 Summons was issued by the Clerk of Court.

The State of Ohio
Union County ss

To the Sheriff of said County

You are hereby commanded to notify George Stall, Maggie Stall and Catherine Stall that they have been sued by Joseph Russell in the Court of Common Pleas of Union County, and must answer by the 25th day of February A. D. 1887, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on 8th day of February A. D. 1887.

Witness my hand and the seal of said Court, this

Sheriff's Return

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{seal} A. McBroom, Clerk.

Sheriff's Return — Indorsed: "Action to set aside conveyance of land."

Afterward, on the 25th day of January, 1889, the Sheriff of said County returned said Summons to the Clerk's office in said County which is as follows:

Serv'g Act.	$	60
Mileage	1	00
Copy		40
Total	$2	00

State of Ohio | Sheriff's Return.
Union County |

Received this Writ January 24th, A. D. 1889 at 10 o'clock A. M. and served same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of each of the within named defendants on the 25th day of January, 1889.

Thomas Martin, Sheriff.

Afterward, on the 15th day of February, 1889, a Demurrer was filed with the Clerk of Court. — Demurrer

Joseph Russell
vs
George Stall
Catherine Stall
Maggie Stall

5737

Court of Common Pleas,
Union County Ohio.

And now comes the said defendant George Stall et al and demurs to the petition of the said Joseph Russell, plaintiff, and states the following cause of demurrer thereto, to wit:

That the said petition of the said plaintiff does not state facts sufficient to constitute a cause of action against the defendant and in favor of the said plaintiff.

J. M. Kennedy [illegible]
A. H. Kollofrath, Attys for defts.

Afterward, on the 27th day of April, 1889, the following Answer — Answer

was filed with the Clerk of said Court.

Joseph Russell
vs
George Stall
Catherine Stall et al
Maggie Stall

5737

Answer of George Stall et al.
Union County Court of Common Pleas.

Now comes George Stall, one of the defendants, and for answer to the petition of the plaintiff says that they admit of the execution of the deeds as stated in plaintiffs petition and also of the obtaining the Judgment as therein stated.

And admits the fact of defendant George Stall not having any other real or personal property other than stated in said petition. But denies each and every other allegation therein contained.

Further answering the said defendants say that there is a mortgage upon the real estate described in said petition to one Andrew Cryner of Franklin County, Ohio, for the sum of $690.00 with interest at 7 per cent. per annum therefrom from about 20th day of April A. D. 1888. And that said real estate

if sold to satisfy said mortgage and interest would not more than pay the same and leave the Homestead Exemption to said Catherine Stall, which she hereby demands out of the sale hereof.

Defendants therefore pray that they go hence without day and recover their costs taxed at ---- $.

A. H. Rollefratt &d
J. M. Kennedy Attys. for Defts.

State of Ohio,
Union County ss

George Stall, one of the above named defendants being duly sworn says the facts and allegations of the foregoing answer are as he believes true.

George Stall.

Sworn to and subscribed by the said George Stall before me this 27th day of April A. D. 1887.

Seal

R. W^m Emory, Clerk.

Amended Answer

Afterward, on the 9th day of November, 1887, Amended Answer was filed with the Clerk of Court.

Joseph Russell
vs
George Stall
Catherine Stall &d
Maggie Stall

Amended Answer of George Stall.

Now comes George Stall and by leave of the Court files this his amended answer and says that he admits the execution of the deed and obtaining of the Judgment spoken of in the petition of plaintiff as well as the fact of the defendant George Stall having no other real or personal property and denies each and every other averment therein

Second Defense:

Further answering the defendant George Stall says that in the year 1877 he received of his wife two hundred dollars which was her separate estate and which he invested as part payment in said real estate, and to secure to her the said money and its interest he executed said deed to his daughter Maggie Stall with the express understanding that it was to be in trust for his wife Catherine Stall.

And that Maggie Stall in consideration of the same and other considerations hereinafter mentioned should convey the same to his wife Catherine Stall.

Third Defense:

Said defendant further says that about the year 1885 he by agreement with his daughter Maggie Stall who was then fifteen years old, agreed with her that she might go out and wash for wages and have the benefit of the same

In pursuance of said agreement she went out and earned a large sum of money and from that time down to the year 1887 she loaned him sums of money from time to time until he

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had borrowed from her about three hundred and fifty dollars.

And it was agreed by and between the parties thereto at the time of the execution of said deed that said George Stall should execute said deed to said Maggie Stall in trust and she should execute a deed to said Catherine Stall, and that said Catherine Stall should pay said Maggie Stall said money with its interest thereon, the same being part of the consideration of said deed as aforesaid.

Fourth Defense:

Defendant further says that there is and was at the date of the execution of said deeds upon said land a mortgage to one Andrew Rayner of Franklin County Ohio for the sum of six hundred & ninety dollars ($690.00) with interest thereon from the 20th day of April A.D. 1888.

Said mortgage lien still remains on said land and is prior to the obtaining of the Judgment by the plaintiff and is wholly unsatisfied. And if said lands are sold to pay the same would not be sufficient to pay the claim of said Andrew Rayner, Catherine Stall, & Maggie Stall and allow said Catherine Stall the Homestead Exemptions by law allowed her.

Defendant therefor prays that he may go hence without day and recover his costs herein expended taxed at ---- $.

A. H. Kollefrath &
J. M. Kennedy Attys. for Defts.

State of Ohio
Union County ss.

George Stall being duly sworn. say the facts and allegations of the foregoing Answer are as he believes true.

George Stall.

Sworn to by the said George Stall before me this 8th day of November A.D. 1889.

A. A. Auggles
Seal Notary Public

Answer

5737

Afterward, on the 9th day of November 1889, Answer was filed with the Clerk of said Court.

Joseph Russell
vs
George Stall
Catherine Stall &
Maggie Stall

Answer of Catherine Stall.

Now comes Catherine Stall by leave of the Court first had and files this her answer herein and says that on or about the year 1877 she received from her father's estate about two hundred and fifty dollars; that she let her husband said George Stall have two hundred dollars of the same which he invested in said real estate as part of the consideration thereof.

That said money was her separate personal estate, and that she let him have the same with the express understanding that it was to remain her separate property.

And at the time of the execution of the deeds to the defendand by Maggie Stall it was agreed and understood among the other considerations therein that said deed was in part to pay or to secure to said defendant Catherine Stall said sum of two hundred dollars and its interest thereon.

Further answering the defendant Catherine Stall says that at and prior to the executions of said deeds as aforesaid and prior to the Judgment of said plaintiff said George Stall had borrowed from Maggie Stall, their daughter, sums of money from time to time amounting to about 350^{00} dollars.

And it was agreed by the parties thereto that said George Stall should execute a deed in trust to Maggie Stall for the benefit of Catherine Stall as well as for herself, said Maggie Stall, and that said Maggie Stall should execute a deed to her, the said Catherine Stall, and that said Catherine Stall should assume the payment of the money due to her from George Stall as aforsaid, all of which was done as agreed by the parties thereto.

Said defendand denies that there was any fraud or intention of fraud upon the part of said parties but for the purpose of securing to said Maggie Stall and Catherine Stall said sums of money as aforsaid.

Said Catherine Stall further says that prior to the execution of said deeds as aforsaid there was upon said real estate a mortgage of 3690^{00} to one Andrew Argyer of Franklin County Ohio with interest thereon from April 20th, 1888, and that by the agreement of the parties said Catherine Stall assumed the payment of the same as part of the consideration therefor.

And said lien still remains against said lands wholly unpaid and unsatisfied.

Defendand Catherine Stall therefore prays that the plaintiffs petition be dismissed and that she go hence without day and that the Court protect her in all of her rights in the premises, and for all proper relief.

J. M. Kennedy &c
A. H. Kollefrath Attys for Defft.

State of Ohio,
Union County ss

Catherine Stall being duly sworn says the facts and allegations of the foregoing answer are true as she verily believes.

Catherine Stall.

Sworn to by the said Catherine Stall before me this the 8th day of November A. D. 1889.

A. A. Ruggles
Notary Public

Seal

Entry 5737

Petition 5866

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Entry — Afterward, on the 6th day of March, 1890, the following Entry was made on the Journal by the Clerk of said Court.

5737 Joseph Russell vs George Stall et al | Journal 15, Page 258.

This day this cause came on to be heard upon the petition of the plaintiff and answer and cross petitions of the defendants, and the Court having heard the proof adduced in the case and being fully advised in the premises does find for the defendants.

It is therefore ordered and adjudged by the Court that the petition of the plaintiff be dismissed at the cost of the plaintiff and that the defendants go hence without day and recover their costs taxed at - - $.

Attest R McCrory Clerk

Be it remembered that, heretofore, to-wit, on the 5th day of October, 1889, W. S. Wood filed in the Clerk's Office of the said Court of Common Pleas the following petition against Lenora Adams.

Petition — W. S. Wood Plff. vs Lenora Adams Deft. | Court of Common Pleas,

5866

First Cause of Action:

Defendant is indebted to plaintiff in the sum of one hundred and thirty dollars with interest from the 9th day of January, 1889, on a promissory note of which the following is a copy with all credits and endorsements

Copy of Note.

$130.00 Richwood, Ohio, January 9th, 1889.

Six months after date I promise to pay to the order of W. S. Wood one hundred and thirty dollars, value received with interest at 8 per cent. from date until paid. Interest payable annually.

Witness } Mrs. Call Cramer. Lenora her X mark Adams

Second Cause of Action:

At the time of delivering said note, and to secure the payment of the same the defendant duly executed and delivered to plaintiff her mortgage deed conveying the following premises situate in the Village of Richwood in the County of Union and State of Ohio. Being all of Lot No. (339)

three hundred thirty nine in J. S. Gill's Second Addition to said Village. For further reference see Second Plat of said Addition on file in Recorders Office of said County.

Said Mortgage was conditioned:

" Provided never-the-less that whereas, Lenora Adams
" has this day executed to W. S. Wood her promissory note for
" one hundred and thirty ($130.00) dollars due in sixty months
" after date bearing interest at 8 per cent from date until paid,
" due and payable annually.

" Now should Lenora Adams pay or cause to be paid the
" above note and interest when due together with all taxes
" and assessments levied against said property, then these
" presents shall be void.

On the 10th day of January, 1889 at 1-45 oclock P. M. said mortgage was duly left for record at the Recorders Office, Union County Ohio, and was duly recorded in Vol. 27 Page 367 of his Records.

Plaintiff therefore asks Judgment against defendants in said sum of one hundred and thirty ($130.00) dollars with interest at 8% from January 9th, 1889 and that said premises may be sold and the proceeds applied to the payment of said Judgment, and for all other and further relief to which he may be entitled in law and equity.

Cole & Bates
Attys for Altf.

State of Ohio
Union County ss

W. S. Wood being sworn says that he is the plaintiff in this action and that the facts and allegations made in the foregoing petition are true as he believes.

W. S. Wood.

Sworn to before me this 5th day of October, 1889 and subscribed in my presence.

R. W. Emery, Clerk

Praecipe To the Clerk:

Issue Summons for defendant, returnable according to law.

Cole & Bates.

Summons Afterward, on the 5th day of October, 1889, a Summons was issued by the Clerk of said Court.

5866 The State of Ohio
Union County ss

You are hereby commanded to notify Lenora Adams that she has been sued by W. S. Wood in the Court of Common Pleas of said Union County, and that unless she answer by the 2nd day of November A. D. 1889 the petition of the said plaintiff against her filed in the Clerk's office of said Court, such petition will be taken as true and

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Judgment taken accordingly.

You will make due return of this Summons on the 14th day of October A. D. 1859.

Witness my hand and the seal of said Court, this 5th day of October A. D. 1859.

Seal

A. McCleary, Clerk.

Endorsed: "Action for Foreclosure of Mortgage."

Sheriff's Return

Afterward, on the 14th day of October, 1859, the Sheriff of said County returned said Summons to the Clerk's Office in said County, which return is as follows:

Service		30
Mileage	3	20
Copy		20
Total	$3	70

State of Ohio,
Union County, ss

Sheriff's Return

Received this Writ October 5th A. D. 1859 at 10 o'clock A. M. and pursuant to its command I served the same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of the within named Leonora Adams defendant, on the 14th day of October, 1859.

Thomas Martin, Sheriff.

Entry

Afterward, on the 6th day of December, 1859, the following Entry was made on the Journal by the Clerk of said Court.

5866

W. S. Wood
vs
Leonora Adams

Journal 15, Page 214.

This cause now coming on for hearing on the petition and the evidence the Court find that the defendant Leonora Adams has been duly served with Summons in this case and that she is in default for answer and demurrer and that the allegations of the petition are thereby confessed by her to be true, and that there is due the plaintiff from the defendant Leonora Adams on the promissory note set forth in the petition with interest to the first day of this term the sum of one hundred and thirty eight and 60/100 dollars. ($138 60/100)

The Court further find that in order to secure the payment of said note the defendant Leonora Adams executed and delivered to said W. S. Wood, the plaintiff, her certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in book 27 Page 367 of the Records of Mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant the said sum of one hundred and thirty eight and 60/100 dollars with interest at 8% per annum payable annually from November 4th, 1859 and his costs herein expended.

And it is further adjudged and decreed that unless the

defendant Leonora Sparks 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 Perrin the sum so found due as aforesaid with interest from the 4th day of November, 1859, at eight per cent per annum payable annually the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Attest R M Crow Clerk

State continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John S. Price, Judge of said Court, of the Term of March, to wit, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit, on the 16th day of September, 1859, Hiram H. Herd filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Thomas Herd Sen. et al. to wit:

Petition

5855

Hiram H. Herd
vs
Thomas Herd and
Willington Sparks

Court of Common Pleas
Union County Ohio.

The said plaintiff says that on the 13th day of November 1858 the said Thomas Herd Sen. conveyed to the plaintiff the 50 acres of land in Union County Ohio described as follows (See Herd Vol. 63, Page 105) part of Survey No. 3487.

Beginning at a stone S. E. corner of Orsen Bentons land and in the Southerly line of said Survey 3487: thence with said line N. 54° 15' E 90½ poles to a stake: thence N. 34°-45'-W 87 ⁸⁹/₁₀₀ poles to a stake in the Northerly line of said Survey 3487: thence with said line S 55°-W. 90½ poles to a stone, another corner of said Bentons land: thence with the Easterly line of said Survey S 34°-45, E. 89 poles to the beginning containing 50 acres more or less.

And plaintiff thereby became and is still invested with the estate in fee-simple to said real estate. That on the same day the said plaintiff conveyed to said Thomas Herd and Lydia Herd, his wife, said land for their life and the life of each of them whereby they became the tenants for life of said land. That said Thomas Herd without any authority from from plaintiff after said conveyance sold to or gave to his son

Order of Injunction

5855

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Wm H. Herd a valuable oak tree standing and growing on said land of the value of $15 or $20, who wrongfully removed the same from said land and said Thomas Herd has threatned that he will cut and remove other valuable timber standing and growing on said land as he pleases and on or about the 14th of September 1889 he caused said Willington Sparks to cut some eight or ten or more young green sticks of trees growing on said land, oak, white ash, black ash, hickory and other timber and has hauled them off said land.

The said sticks so cut were valuable and the cutting of said trees and said other sticks of timber was all done without plaintiffs consent and greatly damaged his said land and the same were not cut as aforesaid or removed to be used on said land for its improvement, nor for the purpose of clearing said land for its improvement nor for fire wood, and the said defendants threaten to cut other and more young and growing timber on said land of value to be used on other lands in the improvement of the same, and they will if not prevented by the restraining order of this Court continue to cut said timber standing and growing on said land and continue to commit waste in the manner aforesaid on said land without authority of law and contrary to the rights of the plaintiff as aforesaid.

Therefore the plaintiff bring without other adequate relief asks that said defendants Thomas Herd Sen. and Willington Sparks be enjoined from cutting or removing from said lands any timber of value for any purpose other than to improve said land or for proper firewood for use of said Thomas Herd Sen. and that such other and further relief may be granted as justice and equity may require.

State of Ohio
Union County ss

Hiram H. Herd, being duly sworn, deposes and says the allegations of the foregoing petition are true in substance and fact.

Hiram H. Herd.

Sworn to before me and signed in my presence this 16th day of September 1889.

R. McCrory, Clerk.

Order of Injunction

Afterward, on the 16th day of September, 1889, Order of Injunction was filed with the Clerk of Court.

Hiram H. Herd
vs
Thomas Herd and
Willington Sparks

5855

Before the Probate Judge.
Motion for Temporary Injunction in the Court of Common Pleas

And now, on this sixteenth day of September 1889 came the plaintiff by James W. Robinson 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 Hiram M. Herd 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 defendants from cutting or removing from the land in the petition described any timber of value for any purpose other than to improve said land or for proper firewood for use of said Thomas Herd 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 defendants, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $100.00

Leonidas Piper
Probate Judge.

[seal]

Praecipe 9/17

Summons

5855

To the Clerk:

Issue Summons 9/17 endorse: "Petition to stay waste on land and injunction allowed".

J. W. Robinson Atty. for Plff.

The State of Ohio
Union County, ss

To the Sheriff of said County:

You are hereby commanded to notify Thomas Herd Sen. 9/17 Wellington Sparks that they have been sued by Hiram M. Herd in the Court of Common Pleas of said Union County, and that unless they answer by the 17th day of October A. D. 1889, the petition of the said plaintiff against them filed in the Clerk's of said Court, such petition will be taken as true and judgment taken accordingly.

You will make due return of this Summons on the 30th day of September A. D. 1889.

Witness my hand and the seal of said Court, this 17th day of September A. D. 1889.

[seal]

R. M. Leroy, Clerk

Endorsed: "Action to stay waste on farm 2/3 land 2/3 Injunction allowed."

Sheriff's Return

Afterward, on the 18th day of September the Sheriff of said County returned said summons to the Clerk's Office in said County which return is as follows:

Service	$	45
Mileage	2	40
Copy		40
Total	$3	25

The State of Ohio
Union County ss

Sheriff's Return.

Received this Writ September 17th A. D. 1889 at 11 o'clock A. M. and pursuant to its command, on the 17th day of September, 1889, I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants.

Thomas Martin, Sheriff.

Answer

Afterward, on the 4th day of March 1890 the following Answer was with the Clerk of Court filed.

3855

Hiram H. Herd
vs
Thomas Herd Sen. et al

Court of Common Pleas

The defendants answer to the petitioner and say: That the tract of land described in the petition was conveyed to the plaintiff by gift deed from Thomas Herd Sen. defendant to Hiram H. Herd plaintiff - no consideration being paid by the plaintiff for the same and the plaintiff made to Thomas Herd Sen. back a quit-claim deed conveying the same to Thomas Herd Sen. during his natural life-time.

And defendant, these defendants further answering deny that said Thomas Herd sold to or gave to his son William H. Herd a valuable oak tree standing and growing on said land of the value of $15 or $20 or any value. And denies that any such oak tree was cut or removed by this defendant or said William H. Herd.

And defendants deny every allegations relating to said tree.

And said Thomas Herd denies that he has threatned to cut and remove valuable timber standing or growing on said land. And he avers that when he did cut "some right or ten young green sticks of trees" - that he cut the same in good faith believing that he had a right to do so, and now avers that the same is not waste. But avers that he had no intention of committing waste and does not intend to commit waste upon said premises, and has no intention now of committing waste upon said premises. And if the cutting of those few green sticks - which grew on rather low land, there he has no desire or disposition to do anything that might be waste however small the waste might be.

And therefore denies the right of the plaintiff to obtain an injunction against him, and ask to be dismissed with his costs &c:

R. E. Woodburn
Carter & Carter, Attys. for Defft.

State of Ohio
Union County ss

Thomas Herd Sen. one of the defendants being sworn says that the facts stated and allegations made in the foregoing answer are true as he verily believes

Thomas Herd Sen.

Sworn to before me and subscribed in my presence this 3rd day of March 1890.

W. S. Hoopes. Notary Public.

Afterward, on the 20th day of March, 1890 the following Entry was made on the Journal by the Clerk of said Court

Entry 5855 — Hiram H. Herd vs Thomas Herd Exr. et al — Journal 15, Page 285.

This day came on this cause to be heard to the Court. Whereupon the Court being fully advised in the premises doth find for the plaintiff that there should be injunction against defendants.

Wherefor it is ordered and decreed by the Court that the defendants be and they are hereby enjoined from cutting and removing any timber from the land in the petition described, except necessary fire wood for himself and for the improvement of the said land and to take firewood not valuable for other for other purposes, if there be good fire-wood of that kind

And as defendants disclaimed in their answer that they intended to commit waste the Court order the plaintiff to pay the costs herein taxed to---- $ in ten days.

Attest D.M. Brown, Clerk

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on said promissory note the sum of One hundred and fifty dollars, with right per cent interest from June 29th 1885.
"Second Cause of Action"

She plaintiff further says that this cause of action is founded upon a promissory note, for the unconditional payment of money only, of which the following is a copy with all the credits thereon.

Copy of Note

$90.00 Marysville, Ohio. October 3rd, 1881.

One year after date for value received, we or either of us promise to pay Conrad Borger or order at Marysville Ohio, Ninety dollars with six per cent interest from date.

And we hereby dispense with demand of payment of this note, and authorize any attorney at law to appear for us or either of us at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere and waive the issuing and service of process, and confess Judgment against us or either of us, in favor of the holder or holders of this note, for the amount of said note with 6 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, as witness our hand and seal this 6th day of October.

Hiram H. Herd
W. H. Herd.

She following payments have been made upon said note. July 1st, 1882, cash $20.00: September 22nd, 1882 $20.00 May 19th, 1883, by cash $10.00: November 20th 1884 $3.36. December 29th, 1885. Paid $6.00 for fodder: October 10th, 1887 paid on the within $10.00.

Sherr is now due and remaining unpaid to plaintiff as such Administrator from the defendant, the sum of $42.12 with interest from the 10th day of October 1887 upon the last above described promissory note.

Third Cause of Action:

She plaintiff says that this cause of action is founded upon an account for the unconditional payment of money for personal property purchased by said defendant at the sale of personal property made by plaintiff as such Administrator on the 14th day of March A.D. 1888 of which account the following is a copy, to-wit:

One buggy	$30.00	One bin of wheat 32 2/6 bu.	$34.47
One colt	$55.25	One cow (red)	$18.00
One other cow	$35.50	Corn in shock	$13.48
Lumber	$2.30	Hay in mow, 23 27/41 tons	$243.00
		Total	$432.00

No payment has been made upon said account. And there is due to the plaintiff as such Administrator from the defendant upon said account the sum of four hundred and

thirty two dollars, with interest from the 14th day of March 1888.
Fourth Cause of Action:

The plaintiff says that this fourth cause of action is upon an account for the unconditional payment of money only, made by the defendant with the said James H Herd deceased, in his life time, and of which the following is a copy to wit: September 27th, 1887, 20 bushel of seed wheat for which the defendant was to return, the following year 25 bushel, worth $1.05 per bushel. $26.25
1885 and 1886. To 77½ bushel wheat and of which defendant returned 20 bushel leaving 57½ bushel worth $1.05 per bu. $59.85
Amount $86.10

No payment has been made on this last account except the 20 bushel of wheat above deducted. And there is now due to the plaintiff as such Administrator from the defendant upon said account the sum of $86.10 upon which he claims interest from September 27th, 1887.

The plaintiff therefor asks judgment against the defendant for the sum of seven hundred and ten and 22/100 dollars with interest on $150.00 at eight per cent from June 29 1885; and interest on $42.12 from October 10th 1887: and interest on $432.00 from March 14th, 1888: and on $86.10 from September 27 1887 and for other proper relief.

Porter & Porter
Attys. for Altf.

John D. Herd, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are true as he believes

John D. Herd.

Sworn to by John D. Herd before me, and signed by him in my presence this 14th day of October, A. D. 1887.

{seal} R. M. Creary, Clerk.

To the Clerk:

Issue a summons against the defendant returnable according to law.

Endorse: "Amount claimed $710 22/100 with interest on $150.00 at 8% from June 29th 1885, on $42.12 from October 10th, 1887, on $432.00 from March 14th, 1888, and on $86.10 from September 27th 1887."

Porter & Porter, Attys for Altf.

Summons

Afterward, on the 14th day of October, A. D. 1887, a Summons was issued by the Clerk of Court.

5878 State of Ohio
Union County ss | To the Sheriff of said County

You are hereby commanded to notify Hiram M. Herd that he has been sued by John D. Herd Administrator of James Herd, deceased, in the Court of Common Pleas of Union County, and must answer by the 16 day of November A. D. 1887, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 28 day

Sheriff's Return

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of October A.D. 1889.

Witness my hand and the seal of said Court this 19 day of October A.D. 1889.

Seal

R. W^m Crory, Clerk.

Sheriff's Return

And afterward, on the 25th day of October, 1889, the Sheriff of said County returned said Summons to the Clerk's Office in said County, which return is as follows:

Ser^d & Ret	$	30
Mileage	2	00
Copy		20
Total	$2	50

State of Ohio
Union County ‖ Sheriff's Return.

Received this writ October 19th, A.D. 1889 at 9 o'clock A.M. and pursuant to Command served same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of the within named Hiram H. Herd, defendant, on the 22nd day of October, 1889.

Thomas Martin, Sheriff.

Entry

5878

Afterward, on the 20th day of March, 1890, the following Entry was made on the Journal by the Clerk of Court.

John D. Herd Admr.
vs
Hiram H. Herd

Journal 15, Page 280.

This day this cause came on to be heard upon the petition of plaintiff, and the evidence, the defendant not answering or demurring to said petition, and the Court being advised in the premises find there is due the plaintiff as such Administrator (after deducting five dollars from the amount claimed by the plaintiff in his 3rd cause of action) the sum of eight hundred and thirty-three 10/100 dollars ($833.10) against the defendant as the plaintiff hath claimed in his petition.

It is therefore considered and adjudged that the plaintiff as such Administrator recover of the defendant said sum of eight hundred and thirty-three 10/100 dollars so as aforesaid found his due, and also his costs in this behalf expended taxed at - - $.

And stay of execution is agreed to until the legal amount going to Hiram H. Herd as an heir of said estate shall be ascertained and interest to be computed on said amount coming to said Hiram H. Herd from the time the same should be payable.

Attest
R W Crory clerk

Olras continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Olras of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of March, to wit, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit on the 27th day of February, 1890, J.H. Irwin filed in the Clerk's Office of the said Court of Common Olras the following Petition against N. H. Walker et al, to wit:

Petition

5948

J.H. Irwin
vs
N. H. Walker, as Agnt for Nancy S. Walker et al
Nancy S. Walker

In the Court of Common Olras
Union County Ohio.

The plaintiff says:

That on the 14th day of October A.D. 1889 plaintiff and defendant N. H. Walker as Agnt for Nancy S. Walker entered into a partnership for the purpose of manufacturing and selling lumber and lumber products at Pottersburg Union County, Ohio, under the firm name and style of J. H. Irwin & Co under articles of partnership, by which it was agreed that plaintiff should contribute as his portion of the capital stock of said firm, his mill and machinery at the agreed valuation of two thousand and eight hundred dollars, also logs, lumber &c to the amount of about eight hundred dollars.

Said N. H. Walker, defendant, as his portion of said capital stock was to contribute the sum of five hundred dollars in cash.

That the partner having an excess of capital stock should be allowed interest on such excess at the rate of eight per cent per annum during the time such excess should last.

That said partners were to be equal partners in the profits and losses of said firm.

That each partner should devote his entire time and attention to the advancement of the interests of said firm.

Said plaintiff was to have the privilege of withdrawing from said capital stock such sum not exceeding one thousand dollars and at such time or times as he might see fit.

Said partnership was to continue for the period of five year unless sooner dissolved by mutual consent. And in case of a dissolution the person having the excess of capital stock was to be allowed such excess wpt after payment of liabilities and remainder equally divided.

The plaintiff says that said parties made their contributions to the capital of said partnership, pursuant to said articles, and thereupon, the business contemplated therein was begun and carried on by them.

The plaintiff withdrew said $1000.00 from said capital stock as

provided in said agreement.

The plaintiff says that ever since the formation of said partnership he has been engaged in buying and selling the stock used and that said defendants N.H. Walker has been engaged in superintending the manufacture thereof.

That said defendant N.H. Walker has during all that time failed to devote his entire time and attention to the advancement of the interests of said firm, but on the contrary by his neglect, inattention and mismanagement of the interest of said firm and especially of the portion thereof which he was superintending, said firm has suffered losses, and if allowed to continue will produce insolvency of said firm.

The plaintiff further says that said defendant N.H. Walker has by his mismanagement and neglect as aforesaid and by his contemptuous and ignoring treatment of plaintiff, when ever plaintiff has sought to advise with him, destroyed the mutual confidence that ought to exist between partners.

Plaintiff further says that the said defendant N.H. Walker as Agent as aforesaid has received large amounts of money which he refuses to turn over to said firm and belonging to it.

Plaintiff further says that he is informed and believes and therefore charges, that the said sum of five hundred dollars so contributed by the said N.H. Walker as Agent for said Nancy S. Walker, was, and is, the individual money and property of said N.H. Walker, the said Nancy S. Walker being the wife of said N.H. Walker.

Said firm is possessed of valuable stock, mill and machinery and have a large amount of debts due them, and a valuable good will, which are of far greater value when taken together than if separated, and no equitable division of the assets and good will of the partnership can be made without great loss to all parties except by a sale thereof, together and a division of the proceeds.

Plaintiff prays that the partnership be adjudged dissolved and a receiver of the property and good will be appointed, with power to dispose of the same, and that after payment of all debts the proceeds be divided between the parties according to their respective rights, and for all other and proper relief in the premises.

John M. Brodrick
Attorney for Plaintiff.

State of Ohio
County of Union ss

J.H. Irwin, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition, are, as affiant believes, true.

J.H. Irwin.

Sworn to by said J.H. Irwin before me and signed by him in my presence this 26th day Feb. 1890.

L.M. Cleary, J.P.
Allen Tp. Union County, Ohio

To the Clerk:

Issue Summons for defendant N. He. Walker and Nancy S. Walker to Sheriff of Union County, Ohio, returnable according to law.

Endorse: "Action for dissolution of partnership and equitable relief".

John M. Brodrick

Attorney for Plaintiff.

Summons

Afterward on the 27th day of February, A. D. 1890, a summons was issued by the Clerk of Court.

5948

The State of Ohio
Union County, ss

To the Sheriff of said County:

You are hereby commanded to notify N. He. Walker as Agent for Nancy S. Walker, and Nancy S. Walker that they have been sued by J. He. Irwin in the Court of Common Pleas of said Union County, and that unless they answer by the 29th day of March A. D. 1890, the petition of the said plaintiff against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment taken accordingly

Notice

5948

You will make due return of this summons on the 10th day of March A. D. 1890.

Witness my hand and the seal of said Court this 27th day of February A. D. 1890.

Seal

R. McCrory, Clerk.

Endorsed: "In action for dissolution of partnership and equitable relief."

And afterward, on the 28th day of February, 1890, the Sheriff of said County returned said Summons to the Clerk's Office in said County, which return is as follows:

Sheriff's Return

Service	$	45
Mileage	1	60
Copy (2)		40
Total	$2	45

State of Ohio
Union County, ss

Sheriff's Return

Received this writ February 27th A. D. 1890, at 9 o'clock A. M. and pursuant to its command, Served the same by delivering a certified copy thereof with the indorsements thereon to N. He. Walker, and also a certified copy of this writ to N. He. Walker as Agent for Nancy S. Walker on the 27th day of February 1890.

Thomas Martin, Sheriff.

Sheriff's Return

Afterward, on the 27th day of February, A. D. 1890, a Motion for appointment of Receiver was filed with the Clerk.

Motion

5948

J. He. Irwin
vs
N. He. Walker,
Agent &c. et al

Motion for the appointment of a Receiver.

Entry

5948

And now comes the said plaintiff and moves the Court for the appointment of a Receiver to take charge of the partnership property herein for the reason that said property is of such a nature that it is liable to be destroyed if left unprotected, and also that there are various matters connected therewith, including remittances being made from orders shipped

that is necessary for a Receiver.

Also that said defendant N. He. Walker, who is wholly insolvent, has already collected and appropiated to his own use large amounts of money of said firm. And if allowed to make farther collections, this plaintiff will be powerless to collect any part thereof from said Walker.

Plaintiff farther says that said Nancy S. Walker is as plaintiff believes, insolvent and that money could not be collected off her by execution farther than her interest, or the interest of said N. He. Walker, in said firm. The amount of money already received by said Walker is largely in excess of his interest, or the interest of said Nancy S. Walker in said firm.

John M. Brodrick
Atty. for Plff.

Afterward, on the 27th day of February, A. D. 1890, Notice of Motion for Receiver was filed with the Clerk

Notice
J. He. Irwin
vs
5948 N. He. Walker, Agent &c. et al

In Union County
Court of Common Pleas.

The said defendants N. He. Walker, as Agent for Nancy S. Walker, and Nancy S. Walker will take notice that the said plaintiff, on the 3d day of March A. D. 1890, at one o'clock P. M. or as soon thereafter as counsel can be heard, will apply to the Court, at the Court House in said County for the appointment of a Receiver of the property and effects of the partnership firm of J. He. Irwin & Co for which his petition and motion have been filed in said Court.

Marysville Ohio.
February 27th 1890

John M. Brodrick
Atty. for Plff.

Sheriff's Return

Service	$	30
Copy		20
Mileage	1	60
Total	$2	10

Received this Notice on the 27th day of February 1890 pursuant to its command I served the same by delivering a certified copy of this Notice to N. He. Walker as Agent for Nancy S. Walker at 10½ o'clock on the 27th day of February 1890.

Thomas Martin, Sheriff.

Entry

Afterward, on the 4th day of March, 1890 the following Entry was made on the Journal by the Clerk.

5948 J. He. Irwin
vs
N. He. Walker et al

Journal 15, Page 250

This day came the parties hereto in open Court and also being represented by their respective attorneys agreed upon the following settlement of this cause, to-wit:

The said N. He. Walker as Agent for Nancy S. Walker is to keep the money collected by him from A. Whitney & Co's amounting to $644 35, subject to freight $57 60 and discount $3. 75

Also the money collected from Washburn & Heywood Chair Co's

amounting to $361 88 subject to freight $87 21, discount $6.82 cts
nulls $20 77, in full for his, and said Nancy S. Walkers entire
interest in all property, money, rights, credits, demands, orders,
and everything of whatsoever kind, name or nature held, bought
sold or contracted for, or in which they have or ought to have
any interest, claim or demand, belonging or in any wise apper-
-taining to the partnership of J. H. Irwin & Co.

And that in consideration of such payment to said
H. H. Walker, as Agent for said Nancy S. Walker as hereinbefore
stated, everything above enumerated or intended to be enumerated
whether in being or in contemplation that does now or may
hereafter, or that might in any event belong or appertain to said
firm of J. H. Irwin & Co., is hereby absolutely vested in the said
J. H. Irwin, plaintiff.

It is further agreed that said J. H. Irwin shall, and
hereby does, assume and agrees to pay all the liabilities of said
firm of J. H. Irwin & Co. and save said Walkers from loss on
account of same.

It is further agreed that all the parties hereto expressly
waive all questions in regard to service and time, and hereby
request this Court to make an order of dissolution of said firm
of J. H. Irwin & Co. as hereinbefore agreed upon.

On consideration whereof the Court do find that said
parties were present in open Court and being duly represented
by counsel freely and voluntarily entered into the agreement
above set forth herein.

It is therefore considered, ordered, adjudged and decreed
by the Court that the partnership heretofore existing under
the firm name and style of J. H. Irwin & Co. be, and the
same hereby is dissolved by mutual consent of both partners
and that all of the property, effects, money, rights, credits, order
contracts, and everything of whatsoever name as agreed upon
in the foregoing agreement of said parties, belonging or in
anywise appertaining to, said firm of J. H. Irwin & Co. be, and
the same hereby is, vested in said J. H. Irwin.

It is further ordered that said J. H. Irwin assume the
liabilities of said late firm of J. H. Irwin & Co. and pay the
costs herein taxed to- - - $

Attest
R M Craycraft

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John F. Price, Judge of said Court of the term of March, Court, on the 3d day of March in the year of our Lord one thousand right hundred and ninety.

Be it remembered that, heretofore, Court, on the 1st day of February, 1890 Ebenezer A. Heathaway et al filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Albert B. Heathaway et al Court:

Petition 5929

Ebenezer A. Heathaway & Alice Heathaway Plaintiffs

vs

Albert B. Heathaway, Charles E. Heathaway, Martin W. Heathaway, Benjamin F. Heathaway, William H. Heathaway, Mary E. Heathaway, Amy E. Heathaway, Elias Heathaway and Kenda Heathaway, his wife, Anna E. Henderson & Howard W. Henderson, her husband, Mariah E. Pond, & E. E. Pond, her husband Helen Howard & Nathan Howard her husband, Martha W^m Mullen & Charles F. W^m Mullen her husband Mary F. Kimball & David Kimball her husband, & Mary F. Heathaway, widow of Ebenezer A. Heathaway, Dec'd.

Court Common Pleas

Union County Ohio

The plaintiffs say:

That on the 30th day of March, A. D. 1880, they purchased and obtained a deed of general warranty from the defendant, Mary F. Heathaway, for the following real estate situate in the County of Union and State of Ohio, and in the Township of Union, being part of original Virginia Military Survey No^s 5708 & 9798, and bounded and described as follows: viz:

Beginning at a stake in the line between original Surveys 5705 & 5726, and in the south-easterly corner to John Conner's land: thence with said Survey line S 84¼ - E. 35 poles to a stake (witness a small elm N. 53° - E. 10 feet) thence N. 14° E. 118 poles (crossing Cradle ferry at 33 poles) to a stone with bricks under it in the center of the Conner road N. 60½ W. 40 poles to a stone in the easterly line of said Conner lot: thence with a line of said Conner lot S. 28½ - W. 27 57/100 poles to a stake near the body of a small hickory tree: thence with another line of said Conner lot S. 7½ W. crossing Cradles ferry at 67 poles) 114 poles to the place of beginning containing 32¼ acres of land.

The said Ebenezer A. Heathaway and Alice Heathaway his

"are to have the sole use of said premises above discribd
"during their natural lives if the said Alice Heathaway shoulds
"survive her husband Ebenezer O. Heathaway then said
"Alice Heathaway is to have the sole use of said premises above
"discribd so long as she remains a widow of Ebenezer O.
"Heathaway. Then at her death to the heirs of the
"natural bodies of Ebenezer O. Heathaway and Alice Heathaway
"if any there be living. If not then to the brothers and
"sisters of the said Ebenezer O. Heathaway".

This last statement in quotation marks is contained in said deed, and apparently gives to the plaintiffs the life estate in said land only.

The plaintiffs aver that when the purchased said real estate, they purchased the absolute title in fee-simple in themselves.

And plaintiffs say they were not present when said deed was executed, and when they accepted the same and for some years after the acceptance of said deed the believed that said deed conveyed to them the absolute title in fee-simple.

And plaintiffs say that the provisions in said deed, giving to plaintiffs apparently only a life estate, was incorporated in said deed by the mutual mistake of Mary Ann Heathaway the grantor, and of themselves.

And plaintiffs say that at the time of the execution of said deed it was the intention of the grantor to make to them an absolute deed in fee-simple, and it was the intention of said grantee to receive from said grantor, a deed conveying to them said premises in fee-simple absolutely.

Plaintiffs say that they are in full possession of said land, and have been ever since the execution of said deed, and are the legal owners of the same.

Plaintiffs say that the first seven defendants above named are their children, and all of their children and heirs-at-law, and the remainder of said defendants are his brother and his wife, and his sisters and their husbands.

Plaintiff therefor pray that said deed from said Mary Ann Heathaway to plaintiffs be reformed according to the true intention of said parties to its execution, and that said deed be decreed and adjudged to be a deed conveying title absolutely, and in fee simple to the said plaintiffs. And plaintiffs ask such other and further relief as in equity he is entitled to.

Porter & Porter, Attys. for Altf.

Ebenezer O. Heathaway, one of the plaintiffs in the above action being sworn makes oath that the facts stated in the foregoing petition are true as he believes.

Ebenezer O. his X mark Heathaway

Sworn to by Ebenezer O. Heathaway before me and signed by him in my presence this 1st day of February, 1890.

R. McCleary, Clerk.

Summon

5929

Sheriff's Return

To the Clerk:

Issue a summons returnable according to law for the following named defendants, towit:
Albert Heathaway, Charles E. Heathaway, Martin W. Heathaway Benjamin F. Heathaway, William H. Heathaway, Mary E. Heathaway and Amy E. Heathaway.
Indorse, "Action to Reform Deed".

Porter & Porter, Attys. for Plff.

Summon 5929 Afterward, on the 1st day of February, A.D. 1890, a Summons was issued by the Clerk of Court.

The State of Ohio
Union County | To the Sheriff of said County.

You are hereby commanded to notify Albert B. Heathaway, Charles E. Heathaway, Martin W. Heathaway, Benjamin F. Heathaway, William H. Heathaway, Mary E. Heathaway, and Amy E. Heathaway that they with others been sued by Ebenezer P. Heathaway and Alice Heathaway his wife in the Court of Common Pleas of Union County, and must answer by the 1st day of March A.D. 1890 or the petition of the said plaintiff will be taken as true, and Judgment rendered accordingly.

You will make due return of this Summons on the 10th day of February, A.D. 1890.

Witness my hand and the seal of said Court, this 1st day of February A.D. 1890.

Seal

R. McCleary, Clerk.

Sheriff's Return And afterward, on the 5th day of February, 1890, the Sheriff of said County returned said Summons to the Clerk's office in said County, which return is as follows:

Serv & Ret.	81	20
Mileage	2	40
Copy	1	40
Total	1	50

State of Ohio
Union County | Sheriff's Return

Received this writ February 1st, A.D. 1890 at 1 o'clock P.M. and served same by delivering a certified copy thereof with the indorsements thereon to each of the within named defendants on the 4th day of February, 1890.

Thomas Martin, Sheriff.

Ebenezer P. Heathaway &c
Alice Heathaway
vs
Albert B. Heathaway
Charles E. Heathaway et al | Entry of Appearance of Defendants

We hereby waive the issuing and service of summons upon us and each of us in the above entitled cause, and we enter our appearance in said case this 1st day of February 1890.

M. A. Heathaway, W. W. Henderson, A. E. Henderson, Elias Heathaway, Hulda Heathaway, Crawford Reed, Maria E. Reed, Nathan Howard, H. M. Howard, E. A. McMullen, Mat McMullen

H. R. Kimball, Mary Kimball.

Entry

Afterward, on the 18th day of March, 1890, the following
5929 Entry was made on the Journal by the Clerk of Court.
E. O. Hathaway et al
vs
Albert B. Hathaway et al | Journal 15. Page 274.

On motion of plaintiff W. W. Merchant an attorney of this Court is appointed Guardian ad litem for Albert B. Hathaway, Charles E. Hathaway, Martin W. Hathaway, Benjamin A. Hathaway, William H. Hathaway, Mary E. Hathaway and Amy E. Hathaway, minor defendants in this action.

And the said W. W. Merchant appeared in open Court and accepted said appointment.

Answer
5929 Ebenezer O. Hathaway
and Alice Hathaway
vs
Albert B. Hathaway et al | Answer of Guardian Ad Litem

W. W. Merchant, guardian ad litem for Albert B. Hathaway, Charles E Hathaway, Martin W. Hathaway, Benjamin A. Hathaway, William H. Hathaway, Mary E. Hathaway, and Amy E. Hathaway, minor defendants in this case for answer to the petition of plaintiff says he is not advised as to the truth of the facts therein alleged and therefore denies the same, and submits the questions to the Court.

W. W. Merchant,
Guard. ad litem.

Petition
5903

Afterward, on the 18th day of March, 1890, the following
Entry Entry was made on the Journal by the Clerk of said Court
Ebenezer O. Hathaway
5929 and Alice Hathaway | Journal 15. Page 275.
vs
Albert Hathaway et al

This day this cause came on to be heard upon the petition of plaintiff, the answer of the guardian ad litem for the infant defendants, Albert B. Hathaway, Charles E. Hathaway, Martin W. Hathaway, Benjamin A. Hathaway, William H. Hathaway, Mary E. Hathaway, and Amy E. Hathaway, and the evidence, and was argued by counsel; and the Court being fully advised in the premises find the allegations of the petition to be true, and find that when the said Mary A. Hathaway, executed and delivered a deed of conveyance to said Ebenezer O. Hathaway and Alice Hathaway on the 30th day of March A. D. 1880 for the premises described in plaintiffs petition, it was the intention of the said Mary A. Hathaway the grantor in said deed and so understood and accepted by the said grantees, that said deed was to be, remain and operate as an absolute deed in fee simple to and in

said grantees Ebenezr O. Heathaway and Alice Heathaway.

It is therefor ordered, adjudged, and decreed, that said deed be so reformed as to show the true intent of said grantor and grantees, as above found by the Court, and hereby declared to be the true intent and meaning of said deed of conveyance. It is therefor further ordered that the title to said premises be forever quieted in said grantees.

It is further considered that the costs of this action be paid by the plaintiffs and in default of such payment that execution issue therefor.

Attest
R M Avery Clerk

Ohio, continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of March, to-wit, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 19th day of December, 1889, Fred Walter filed in the Clerk's Office of the said Court of Common Pleas the following petition against Andrew McLaughlin, to-wit:

Petition

Fred Walter
vs
Andrew McLaughlin

5903

Court of Common Pleas, Union County.

The plaintiff says:

The defendant is indebted to him upon an account for goods and merchandize sold and delivered to defendant and at his request a copy of which account duly verified is hereto attached marked Exhibit "A." with all credits and indorsements thereon.

There is due plaintiff from defendant on said account the sum of four hundred and thirty seven and 37/100 dollars with interest from November 25th, 1889.

Wherefor plaintiff prays Judgment against said defendant for said amount of $437 37 with interest from November 25th 1889 and costs.

S. S Gardiner,
Atty. for Plff.

State of Ohio,
Union County. ss

S. S. Gardiner, being duly sworn, says he is the attorney of record of said plaintiff duly authorized in the premises, that said plaintiff is a non-resident of Union County, Ohio, and is now absent therefrom and the facts and allegations in the foregoing petition are true as he verily believes. S. S Gardiner

Sworn to and subscribed befor me this 18th day of December, 1887.

H. W. Landers. Notary Public.

Copy of Exhibit "A."

Mansfield, Ohio, November 23rd, 1887

Mr. A. McLaughlin, Richwood, Ohio,

1885 To Fred. Walter, Dr.

			$											
Jan.	17	1 Kg. 19/20 Sour Gin 12 Gal 1.50	18	00			July	14	½ Bbl 12/20 Forked Bourbon 23 2.00	47	50		
		letg		10	17	35			letg		10	47	60
Feb	16	1 Bbl. McClurean 45/½ 44½ G. 2.00	89	00			July	31	1 Sack No 5 Corks			1	50
"	"	½ Walter choice Cigar 22.00	11	00			Aug	13	½ Bbl 12/20 J. W. Samuels 23G. 2.25	53	25		
		Ax + letg.		20	100	20			letg		10	53	35
Apr.	1	1 Bbl. Wilson 45/6½ 39 G. 2.05	79	95			Aug	27	½ Bbl. 12/20 A. Ayr 23 G. 2.25	53	25		
		letg		20	80	15			letg		10	53	35
May	9	1 Bbl. Wilson 45/5½ 39½ G 2.05	80	98			Sep	21	½ Bbl. 12/20 J. W. Samuels 23 G. 2.25	53	25		
		letg		15	81	13			letg		10	53	35
Sep.	30	1 Bbl. A. Ayr 45½ 44½ G. 2.20	97	90			Oct	8	½ Bbl 12/20 J. W. Samuels 23 2.20	53	25		
		letg		15	98	05			letg		10	53	85
Nov	18	1 Kg. 19/20 A. Ayr 13 G. 2.25	30	50			Oct	27	½ Bbl 12/20 J. W. Samuels 23 2.25	53	25		
		letg		10	30	60			letg		15	53	40
Dec	15	1 Bbl. A. Ayr 48½ 47½ G. 2.20	104	50			Nov	19	1 Bbl. J. W. Samuels 45/7½ 38 G. 2.25	85	50		
		letg		15	104	45			letg		15	83	65
1885					514	13	Dec	14	½ Bbl 12/20 J. W. Samuels 24 2.30	56	70		
Mar.	14	By Cash	15	00			"	"	½ " 12/20 Willhouse 23 1.50	36	00		
Apr	1	" "	25	00					letg		15	92	85
May	5	" "	30	00								820	54
June	9	" "	30	00			1886 July	13	By Cash	50	00		
Nov	3	" "	85	00			"	31	" "	40	00		
Dec	16	" "	30	10	215	10	Aug	27	" "	54	50		
1886		Jan 1st Bal.			299	03	Sept	20	" "	53	35		
Feb	12	½ Bbl. 12/20 A. Ayr 23 G. 2.25	53	25			Oct	7	" "	53	85		
		letg		10	53	35	Nov	9	" "	53	35		
Mar	11	½ Bbl. 12/20 A. Ayr 22 G. 2.25	57	00			"	18	" "	53	85		
		letg		15	51	15	Dec	13	" "	85	65	443	53
Apr	10	½ Bbl 12/20 J. W. Samuels 23 G. 2.25	53	25			Jan	1	1887 Bal.			376	99
"	"	1 Kg 19/20 Sour 10 G. 1.50	16	25			1887 June	16	½ Bbl. 12/20 Willhouse 23 G 1.50	36	00		
"	"	1 Tumbler Brush		50					Ax + letg		30	36	30
		letg		15	70	15	July	11	½ Bbl 12/20 Willhouse 25 G. 1.50	39	00		
May	7	½ Bbl 12/20 J. W. Samuels 23 G. 2.25	53	25					Ax + letg 47½ 102P		40	39	40
		letg		10	53	35	Sept	6	1 Bbl. O. F. C. Taylor 7 41 82/100 2.30	96	19		
June	3	1 Bbl. J. W. Samuels 44½ 101P 12 33 77/100 2.25	75	31			"	"	½ " 12/20 Willhouse 23 G. 1.50	36	00		
		letg		15	75	46	"	"	1 Kg 19/20 Seal. Port 12½ G. 1.50	20	00		
1886					602	49	"	"	1 " 19/20 Sour Gin 12 3/4 1.50	20	37		
Feb	4	By Cash	30	00					letg		20	172	76
"	"	" "	30	00			Oct	10	1 Bbl. O. F. C. Taylor 47½ 104P 8½ 40 56/100 2.35	95	32		
Mar	11	" "	40	00			"	"	½ " 12/20 Willhouse 23 1.50	36	00		
"	25	" "	20	00					letg		20	131	52
Apr	9	" "	44	00			Nov	4	1 Bbl O. F. C. Taylor 47½ 103P 10 38 44/100 2.35	89	55		
May	14	" Mdse	5	75			"	"	1 " Millwood 45/6½ 102P 38 27/100 1.75	76	58		
June	2	" Cash	53	35	276	35	"	"	1 Tumbler Brush		50		
July	1	Balance			326	14	"	"	1 Sack Corks	1	25		
									letg		25	168	13
												925	10

1887

Jan	20	
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"	"	
July	11	
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Oct	7	
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Jan	20	Cash	56	70			Feb	13	By Cash			30	00		
"	22	Mas	4	25			Mar	30	"	"		20	00		
Feb	10	"	1	25			May	2	"	Mds		3	00	53	00
"	"	Cash	36	15										437	34
July	11	"	36	30											
Sept	12	"	36	40											
Oct	7	"	132	19											
Nov	3	"	131	52	434	76									
		Jan 1st, 1888 Bal.			490	34									

State of Ohio
Richland County, ss

Fred Walter bring first duly sworn, says that the forgoing Account is a true transcript of his bridge, and that there is due him thereon from A. McLaughlin the said sum of $437.34; that the same is just, due and unpaid.

Fred Walter.

Sworn to before me and subscribed in my presence this 25th day of November, 1889.

{seal} S. F. Black. Notary Public.

To the Clerk:

Issue Summons for defendant to Sheriff of Union County, returnable according to law. Amount claimed $437.34 and interest at 7% from November 23rd, 1889.

Afterward, on the 14th day of December, 1889, a Summons was issued by the Clerk of said Court.

Summons

5703

The State of Ohio
Union County

To the Sheriff of said County

You are hereby commanded to notify Andrew McLaughlin that he has been sued by Fred Walter in the Court of Common Pleas of Union County, and must answer by the 15th day of January A.D. 1889, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 30th day of December A.D. 1889.

Witness my hand and the seal of said Court this 14th day of December A.D. 1889.

{seal} R. McCrory, Clerk

Indorsed: "Money Only". Amount claimed $437.34. Interest at 6% from November 23rd, 1889."

Sheriff's Return

Afterward, on the 14th day of December, 1889, the Sheriff of said County returned said Summons to the Clerk's Office in said County

Ser'g Art.	$	30
Mileage	2	80
Copy		20
Total	$ 3	30

State of Ohio
Union County

Sheriff's Return.

Received this Writ December 14th, 1889 at 5 o'clock P.M. and served same by delivering a certified copy thereof with the indorsements thereon to the within named Andrew McLaughlin defendant on the 14th day of December, 1889.

Thomas Martin, Sheriff.

Entry

Afterward, on the 5th day of March the following Entry was made on the Journal by the Clerk of Court.

5903 Fred Walters
vs
Andrew McLaughlin

Journal 15, Page 257.

This day came the plaintiff by his attorney, and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true.

And the Court also after hearing the evidence find that there is due the plaintiff from the defendant on said Account the sum of $443 70 with 6 per cent interest from the first day of this term.

It is therefore considered by the Court that the plaintiff recover of the defendant said sum of $443 70 and his costs herein expended taxed to---- $.

Attest R M Lowry Clerk

Summons

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Alias continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John S. Price, Judge of said Court, of the term of November, to-wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty nine.

Be it remembered, that, heretofore, to-wit. on the 1 day of July, 1889, a Transcript was filed with the Clerk of Court.

Transcript

John R. Taylor Guard.
Mrs Susana Robinson
vs
5827 Wilmot Snodgrass 2d
Perry Mongrass

State of Ohio, Union County ss
Transcript of Docket
April 17th. 1889.
Before, He. S. Gillespie J. P. Jerome Tp.
aforesaid County & State. No. 149.

The plaintiff files his Bill of Particulars, which is in substance as follows:

The plaintiff says that he is the duly appointed and qualified guardian of Mrs. Susana Robinson.

That on or about the 11th day of April 1888 the above named defendants in consideration of the use and occupancy of the farm of said Susana Robinson in Darby Township of said County and State promised the plaintiff to build about 121 rods of slat and wire fence and to furnish all the material and labor for same, except posts that the line of said agreement were in the ground along the line of said fence, and are still there ready for building of said slat and wire fence, and was there during all of said time. That by the terms of said agreement

the said defendant had to build said fence during the year 1888, that they have failed to build the same, as by terms of said agreement they were bound to do, although they were requested to do so by plaintiff, that the said Hehmore Snodgrass is a non resident of the State of Ohio and is wholly insolvent, that service by summons or otherwise can not be had on said Snodgrass, that it is reasonably worth to build and construct said fence as by the terms of said agreement it was to be constructed, the sum of eighty-four and 70/100 dollars for which sum and costs of suit the plaintiff asks Judgment against the said Parry Hourglass.

Signed J. A. Taylor, Guardian &c.

Summons April 17th, 1889. I this day issued summons on Parry Hourglass and gave it to Edward Routt, Constable, to serve and return to me on or before the 24th day of April, 1889, at one oclock P. M. day and hour set for trial.

I also issued Subpoenas for H. C. Black, Oscar McClure and Shrador Elwinger witnesses for plaintiff, and gave to Edward Routt, Constable, to serve and return on or before the 24th day of April, 1889 at one oclock P. M.

H. S. Gillespie J. P.

June 20th, 1889, Summons returned and indorsed as follows: April 18th, 1889, received this summons and served the same upon Parry Hourglass by delivering a certified copy of it and its endorsements thereon to him April 18th, 1889.

Signed Edward Routt. Constable.

April 24th, 1889, day and hour set for trial arrived and by consent of both parties to above suit, a continuance is by me granted for ten days at costs of the defendant.

The day and hour now set for trial is Saturday May 4th at one oclock P. M.

Shrador Elwinger witness for plaintiff appeared and his attendance noted and he ordered to appear again on the 4th day of May at one oclock P. M.

H. S. Gillespie, J. P.

April 30th, 1889, I this day issued Subpoenas for Oscar McClure and gave to Constable Routt for services.

H. S Gillespie, J. P.

May 2d, 1889. Subpoena on McClure returned and marked served by reading.

Signed, Edward Routt, Constable.

May 4th, 1889, day and hour for trial, defendants counsel presents affidavit of defendant Hourglass. That Hehmore Snodgrass is an important witness and that he lives in Iowa, and he also sends the Court the affidavit of Dr. M. J. Jinkins as follows:

State of Ohio, County of Madison s s.

M. J. Jinkins, M. D. being duly sworn upon his oath says that he is a Physician and in his

capacity as such has attached on Orry Douglass, a defendant in the case of John A. Saylor Vs Snodgrass et al, and that the said Douglass is sick and unable to leave his house; great if not fatal danger would attend his being moved and excited at this time.

Signed M. J. Jenkins M. D.

Sworn to and subscribed before me this 3rd day of May A. D. 1859.

Howard Black, Notary Public.

State of Ohio
Union County ss | J. A. Saylor Vs Snodgrass et al

Orry Douglass being duly sworn, upon his oath says that he is defendant in the aforesaid action, and that for the purpose of Justice it is necessary that he have the depositions of a certain Delmore Snodgrass of the State of Iowa and that without such deposition he cannot safely proceed to trial.

Signed Orry Douglass.

Sworn to and subscribed before me, this 3rd day of May A. D. 1859.

J. A. McMorell, J. P.

Affidavit

The affidavit of Mr. Jenkins in regard to the state of health of Orry Douglass is considered by me this 4th day of May 1859 to be a sufficient reason for granting a continuance of this case, and I do hereby grant a continuance of 30 days at the costs of defendant.

The day and hour not set for trial is the 3rd day of June 1859 at one o'clock P. M.

Theador Eberinger, witness for plaintiff, appeared and his attendance noted.

He. S. Gillespie, J. P.

The plaintiff by his counsel this 4th day of May 1859 filed the following notice to defendant:
John Saylor Guardian, plaintiff, Vs. M. Snodgrass & Orry Douglass defendants, before He. S. Gillespie J. P. Jerome Township, Union County Ohio. The defendant Orry Douglass is hereby notified to file his Bill of Particulars herein, within five days from this date May 4th, 1859.

Signed M. W. Ayers, Atty. for Plff.

May 31st, 1859, I this day issued Subpoena for Oscar McClure and gave to Constable Routt for service.

He. S. Gillespie J. P.

June 1st, 1859, Subpoena returned and marked, served by reading.

Edward Routt, Constable.

Appeal Bond

Petition

5827

JUNE 3rd, 1859, day and hour set for trial arrived, Plaintiff J. A. Saylor and his attorney M. W. Ayers, present, and Esq. Roush attorney for defendant, appeared and motioned for a further continuance of said case, which motion was by me overruled and trial ordered

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to procred. Whereupon J. R. Saylor plaintiff was sworn and examined, and he stated on his oath that the building of the 121 rods of fence referred to in his Bill of Particulars had cost him $84.70 and that the hauling of material and other expense $4.50 making in all the amount due him from the defendant $89.20. And the defendant Orry Douglass by his counsel Esq. Roush, waived defense before this court.

Therefore it is considered by me on this 3rd day of June A. D. 1859, that the plaintiff shall recover of the defendant Orry Douglass the sum of eighty nine and 20/100 dollars and costs herein of suit, Taxed in the margin and costs that may accrue, which is my Judgment rendered this 3rd day of June A. D. 1859.

H. S. Gillespie, J. P.

Total amount Justice cost made by Plaintiff ------ $6.35
Total amount Justice cost made by defendant --- $3.80
Total costs $10.15

Defendants Attorney gave notice of an appeal June 3rd, 1859.

H. S. Gillespie, J. P.

Appeal Bond

Whereas, on the 3rd day of June, A. D. 1859, the said John R. Saylor, Guardian of the said Mrs. Susanna Robinson obtained a Judgment against the said Orry Douglass on the docket of H. S. Gillespie J. P. for eighty nine and 20/100 dollars and costs taxed. And the said Orry Douglass intends to appeal therefrom to the Court of Common Pleas of Union County Ohio.

Now therefore, I, Joseph O'Harra hereby promise and undertake in the sum and to the amount of two hundred dollars, that the said appellant, if Judgment be adjudged against him on the appeal, will satisfy such Judgment and costs. And also that said appellant will prosecute his appeal to effect, and without necessary delay.

Signed Joseph O'Harra.

Taken, executed and acknowledged before me and security approved by me this 12th day of June A. D. 1859.

H. S. Gillespie, J. P.

The State of Ohio, Union County, Jerome Township ss:

I do hereby certify that the above is a full and true copy from my docket, of the proceedings had by and before me at my office in said Township in the above action June the 18th, A. D. 1859. H. S. Gillespie J. P. of the aforesaid Township

Petition

Afterward, on the 28th day of October, 1859, a Petition was filed with the Clerk of Court, which reads as follows:

5827

John R. Saylor, Guard.
Susanna Robinson
vs
Helmor Snodgrass and Orry Douglass.

Court Common Pleas
Union County Ohio.

Ihr plaintiff says:

Her is ihr duly appointed and qualifird Guardian of Susanna Robinson and was such Guardian on ihr 11th day of April A. D. 1888.

That on said 11th day of April A. D. 1888, hr as such Guardian entrd into an agrrmnt in writing (a copy of which is hrrto attachd marked "A." and made a part of this petition) with ihr dfndants Helmore Snodgrass & Harry Hongless by which agrrmnt this plaintiff rentd certain lands for ihr prriod of one yrar, and said dfndants bound themselvs to pay ihr said plaintiff ihrrfor ihr sum of four hundrd dollars, and "to build a rrtain slat and wirr fnce at ihrir own xpnsr for all matrial (xcept posts which were ihrn in ihr ground) and work a slat wirr fnce to ihr amount of about one hundrd and twenty (120) rods".

That during ihr tnancy and occupation of ihe lands discribd in said Article of Agrrmnt ihr said dfndants failed neglected and rfusrd to construct a slat wirr fnce or any fnce as by said Agrrmnt they were bound to do.

And at ihr xpiration of said lasr, to-wit: April 1st. 1887 when ihr possession of said lands was yieldrd up to ihr plaintiff, and hr was compelled to and did build after April 1st. 887 all of said fnce consisting of 121 rods and at a cost of $89.20 plaintiff says hr frqwntly rqusted said dfndants to build said fnce and that they rfused to do. Whrrupon it was nessary for ihr use of said farm and to enable ihr plaintiff to rent or use ihr same to build said fnce, which hr did as aforesaid.

This case comes into this Court from ihr docket of Esq H. S. Gillespie, J. P. in and for Jerome Township, Union County, Ohio.

Wherfor plaintiff asks Judgmnt against said dfndants for ihr sum of $89.20 dollars.

H. W. Ayres. Atty. for Altf.

State of Ohio
Union County ss

John A. Saylor, being sworn says ihr facts stated and allegations in ihr forgoing petition are as hr believs true.

J. A. Saylor.

Sworn to befor me and signed in my presnce this 28th day of October, 1889.

seal

R. W. Leroy, Clerk.

Copy of Agreemnt

Notice of Agrrmnt by and betwen J. A. Saylor, Guardian of Susannah Robinson, party of ihr first part & Helmore Snodgrass of Union County, Ohio, party of ihr 2nd part, witnesseth:

That ihr said 1st party hath this day rentd unto ihr

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said 2nd party our hundred and twenty three acres of land situate in Harby Township, Union County, Ohio, the property of the said Susanna Robinson, and forty two acres of land in said Township, County and State, the dower interest of said Susanna Robinson in said farm of the said James Robinson for the sum of four hundred dollars. The said J.R. Taylor to free said dower interest at his own option.

One-half said rent money or two hundred ($200") dollars to be paid August 1st 1888: one-half or $200" to be paid December 1st, 1888 and to bear interest at 5% after maturity.

The said 2nd party to sow at his own option, not to exceed two fields in wheat, of about thirty one acres in both and in case he does not again rent said farm said 2nd party to receive one-third of said wheat in the bushel.

And in addition to the four hundred dollars agreed upon as rent said 2nd party agrees to build at his own expense for all material (except posts which are now in the ground) and work a slat wire fence to the amount of about one hundred and twenty one (121) rods.

The said 2" party agrees not to plow the bottom fields.

The said 2" party agrees to treat said farm in a good husbandmanlike manner and to yield peaceable possession at the expiration of this term. This lease to expire March 31", 1889.

In witness whereof we have hereunto set our hand and seals this 11" day of April A. D. 1888.

A true copy.
Howard le Black.

Signed -- J.R. Taylor, Guardian &c
" Helmore Snodgrass
" O. Douglass

Entry

5827

Afterward, on the 4" day of December, 1889 the following Entry was made on the Journal by the Clerk of Court.

John R. Taylor, Guard &c.
vs
Helmore Snodgrass et al
Orry Douglass

Journal 15, Page 207

This day this cause came on to be heard and the defendants being in default for demurrer or answer upon the evidence adduced the Court find that there is due to the plaintiff as the Guardian of Susanna Robinson the sum of $89 20 on the contract set forth in the plaintiffs petition.

It is therefore considered ordered and adjudged that the plaintiff recover from the defendant Orry Douglass the said sum of $89 20 and that execution issue therefor.

Attest R M Cory clerk

Ohio was continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John F. Price, Judge of said Court of the term of March, Court, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, Court, on the 17th day of November A. D. 1888, the following Transcript was filed in the Clerk's Office of the said Court of Common Pleas.

Transcript

Edmund W. Barlow & Isaac W. Brach, late partners as Barlow & Brach vs Henry Leamb

State of Ohio } In Justice Court for
Union County } Union County & Jerome Tp.

Before J.O. McDowell J.O.
Docket C. No. 15, Page 76
Amount plained $56.88

September 15th, 1888, the plaintiff filed their Bill of Particulars which is in substance as follows:

Plaintiffs ask Judgment against the defendant for the sum of forty-three (43^{00}) dollars with interest at 6% from July 1st, 1883.

Also do the plaintiffs claim interest on fifteen dollars from January 4th, 1883 until July 1st, 1883.

The above claim is based on a book account made as above stated, January 3rd. 1883 indorsed fifteen dollars on or about July 1st, Plaintiffs ask Judgment accordingly.

Howard L. Black
Atty. for Altfs.

Issued Summons September 17th, A. D. 1888, returnable September 22nd, 1888, at 1 P.M.

Return: Received this writ September 17th, 1888, and served the same on the within named Henry Leamb on the 18th day of September, 1888, by copy at his residence.
Fees.--- Total $1.10. Signed--- John Riley, Constable.

Parties met on return day and defendant asked a continuance till October 20th, 1888 at 10 A.M. which was agreed to by the plaintiffs.

October 20th issued Subpoenas for J. S. Haviland and J.O. Allen for plaintiffs.

October 20th, 1888. Before trial defendant filed his Answer to the plaintiffs claim, which follows:

The defendant denies that he owes the plaintiffs anything on the account for which the plaintiffs have sued and further alleges that the said George Leamb at the time of his decease was not a minor, but on the contrary he was past the age of 21 years.

And further that he never ordered the plaintiff to furnish

the coffin and bury the said George Leamb, neither did he request any one else to order the same for, neither was it his understanding at the time nor since that he was to pay the plaintiffs for the same and denies that he ever gave any writing to that effect.

Therefore defendant prays Judgment accordingly.

Henry Leamb, by his counsel

H. M. Rouse

Case called, trial had. E. W. Barlow, J. S. Rowland and J. O. Allen were sworn and testified for the plaintiff. Henry Leamb was sworn and testified for the defense.

I find from the evidence that the plaintiffs Bill of Particulars is true, and that the defendant is justly indebted to them the amount claimed.

Therefor it is considered by me that the plaintiffs, E. W. Barlow & Isaac W. Brach, late partners as Barlow & Brach recover of the defendant the sum of fifty-seven dollars and eight cents debt and the costs as taxed at $6.40 as items below and interest at 6% and costs that accrue. Signed ... J. O. McDowell, J.O.

Notice of an Appeal given.

Items of Cost.		
	Justice, Total ...	$2.50
	Constable " ...	2.90
	Witness (2) ...	1.00
	Total costs ...	6.40

Appeal Undertaking.

Whereas on the 20th day of October 1888, the said Barlow & Brach obtained a Judgment against the said Henry Leamb on docket of J. O. McDowell J.O. for fifty-seven dollars and eight cents and costs taxed six and 40/100 dollars, and the said Henry Leamb intends to appeal therefrom to the Court of Common Pleas of Union County.

Now therefor I, John Robinson of Union County do hereby promise and undertake to pay the said Barlow & Brach in the sum of one hundred and fifteen dollars that the said appellant if Judgment be adjudged against on the appeal will satisfy said Judgment interest and costs and costs that may accrue. And also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Signed ... John Robinson.

Executed and acknowledged before me and surety approved this 27th day of October, A. D. 1888.

J. O. McDowell, J.O.

I do hereby certify that the above is a true Transcript from my docket had by and before me of proceedings in the case of Barlow & Brach against Henry Leamb.

J. O. McDowell J.P. of
Jerome Township, Union County, Ohio

Entry

Afterward, on the 18th day of March, 1889 the following Entry was made on the Journal by the Clerk of Court.

Edmund W. Barlow & Isaac W. Brach, partners &c:
vs
Henry Leamb

In Common Pleas Court
Union County, Ohio

This cause comes into this Court from the docket of J. O. McDowell, Justice of the Peace Jerome Township, Union County Ohio. And the time having elapsed in which to file petition leave is this day given to file petition in said cause, and same filed.

John A. Price Judge.

Petition

Afterward, on the 18th day of March, 1889, a Petition was filed with the Clerk of Court, which reads as follows:

5691

Edmund W. Barlow & Isaac W. Brach late partners as Barlow & Brach
vs
Henry Leamb

In Common Pleas Court
Union County Ohio.

This cause comes into this Court on Appeal from the docket of J. O. McDowell, Justice of the Peace in and for said County.

A copy of transcript is hereunto attached marked Exhibit "A." and made part of this petition. See Page 326

Hundred Petition

There is due plaintiff from defendant the sum of forty-three (43^{00}) dollars with interest at 6% from July 1st, 1883.

Also is there due plaintiff the amount of interest on fifteen (15^{00}) from January 4th, 1883, until July 1st, 1883.

The foregoing claim is based on a certain book account made on or about January 3d, 1883 for a coffin and robe and hearsing fifty-eight (58^{00}) dollars, indorsement of fifteen (15^{00}) on or about July 1st, 1883.

On or about October 20th, 1888, said cause was heard by said Justice, and testimony offered on either side when said Justice of the Peace rendered Judgment for plaintiff in accordance with his Bill of Particulars, which at said time amounted principal and interest to fifty-seven and $\frac{13}{100}$ (57^{13}) dollars, also in said cause were costs amounting to --- dollars.

Wherefore plaintiff asks that said Judgment be affirmed and that he recover the amount of fifty-seven & $\frac{13}{100}$ (57^{13}) dollars together with interest at 6% from October 20th 1888: also costs of said action before said Justice and in this Court and for all other and proper relief.

Howard Le. Black, Atty. for Plff.

E. W. Barlow, being duly sworn says that he is a member of the late firm of Barlow & Brach and that the facts and allegation in foregoing petition are as he verily believes true.

E. W. Barlow

Sworn and subscribed befor me this 15th day of March, A. D. 1883.
W. O. Andrews, Justice of the Peace.

Demurrer — Afterward, on the 27th day of May, 1883, a Demurrer was filed with the Clerk of said Court.

5691 — Edmund W. Barlow
and Isaac W. Brach
late partners as
Barlow & Brach
vs
Henry Leamb

Court of Common Pleas
Union County Ohio

Demurrer

The defendant now comes and for demurrer to the petition filed herein says: The same does not state facts sufficient to constitute a cause of action against him.
H. W. Ayers, Atty. for Defft.

Entry — Afterward, on the 27th day of May, 1883, the following Entry was made on the Journal by the Clerk

5691 — Barlow & Brach
vs
Henry Leamb

Journal 15, Page 97

This cause coming on for hearing on defendants demurrer to plaintiffs petition the same was submitted to the Court and on consideration the same is sustained. To all of which the plaintiff by their counsel except. And plaintiffs have leave to file an amended petition by June 6th, 1883.

Amended Petition — Afterward, on the 3d day of July, A. D. 1883, Amended Petition was filed with the Clerk of said Court.

5691 — Edward W. Barlow and
Isaac W. Brach, late
partners under firm name
Barlow & Brach
vs
Henry Leamb

Court of Common Pleas
Union County Ohio

Plaintiff were a partnership formed for the purpose of carrying on business in the State of Ohio.

This cause comes into this Court by way of appeal from the docket of J. O. McDowell, a Justice of the Peace in and for said County.

The plaintiff Barlow & Brach say that the defendant Henry Leamb is indebted to them on an account of which the following is a copy with all credits:

Henry Leamb to Barlow & Brach Dr

January 3rd 1883, to one coffin ... $46.00
" " " " " " robe ... 7.00
" " " " " " use of hearse ... 5.00
Int. @ 6% to July 1st, 1883 1.45
$59.45

Cr. July 1st, 1883, By cash ... $15.00. Balance due July 1st, 1883, $44.45

Plaintiffs say there is due to them from said Henry Lamb on said account the sum of forty-four 75/100 dollars which they claim with interest at the rate of 6% per annum from July 1st, 1883.

Wherefore the said plaintiffs Barlow & Brack ask judgment against the defendant Henry Lamb in the sum of forty-four 75/100 dollars with interest thereon at the rate of 6% per annum from July 3d, 1883 with all other and proper relief that they may be entitled to either in law or equity.

Cole & Bake &
Howard E. Black
Attys. for Pltfs.

State of Ohio,
Madison County ss

Edmund W. Barlow, being first duly sworn says he is a member of the firm of Barlow & Brack, plaintiff herein and that the facts stated and allegations in the foregoing petition are true as he believes.

Edmund W. Barlow.

Sworn to and subscribed before me this 31st day of May, 1887.

W. C. Andrews, Justice of the Peace.

Answer

Afterward, on the 11th day of May, 1890. Answer was filed with the clerk which is as follows:

5691

Edward W. Barlow &
Isaac W. Brack, late
partners under firm name
Barlow & Brack
vs
Henry Lamb

Court of Common Pleas
Union County, Ohio

Answer

First defense: The defendant now comes and for his answer herein says: He admits that the said Barlow & Brack were the firm as alleged in their petition.

He denies each and every other allegation contained in said petition.

Second defense: He says that the merchandise alleged to have been furnished by the plaintiffs to this defendant were furnished by said plaintiffs at the funeral and burial of ---- Lamb without the order or request of this defendant or his binding himself in any way for the payment of the same.

Wherefore he asks to recover his costs herein.

H. W. Ayers, Atty. for Deft.

State of Ohio,
Union County ss

Henry Lamb being duly sworn says the facts stated and allegations in his foregoing answer are as he believes true.

Henry his X mark Lamb

Sworn to before me and signed in my presence this 11th day of March A. D. 1890. (seal)

R. M. Leroy, Clerk
By W. M. Wright, Deputy.

Entry

5691

Plaintiffs was re
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Entry 5691

Afterward, on the 11th day of March, 1890, the following entry was made on the Journal by the clerk of said court.

Barlow & Bro vs Henry Leamb | Journal 15, Page 263.

This day came the parties by their attorneys also came the following named persons as Jurors, towit:

1. S. E. Williams
2. J. A. Henderson
3. Wilson Brown
4. W. W. Judy
5. W. L. Jarvis
6. L. F. Hodges
7. Joel Hall
8. Samuel McIntire
9. Quisenus Sheares
10. Casper Ramsdale
11. L. L. Winget & Bro
12. G. H. Welch

who were duly impanelled and sworn according to law; and thereupon this cause came on for hearing on the pleadings and evidence.

And after hearing the evidence, arguments and charge of the Court, the Jury retired to their room in charge of the Sheriff for deliberation. And now comes said Jury into open Court with their verdict in writing, signed by their forman and say: We, the Jury, being duly impanelled & sworn, find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of $62. 14.

S. E. Williams, Forman.

Entry 5691

Afterward, on the 17th day of March, 1890, the following entry was made on the Journal by the Clerk of Court

Barlow & Bro vs Henry Leamb | Journal 15. Page 271.

The Jury in this action having on a former day of this term, towit: the 11th day of March, 1890, rendered a verdict for the plaintiff and assessed his damages at sixty two and 14/100 dollars and no motion for a new trial having been made, it is therefore considered by the Court that the said Barlow & Bro recover from the said Henry Leamb the said sum of $62. 14/100 together with their costs herein expended.

Attest.
R. M. Bowyer Clerk
(

Ohio continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John F. Price, Judge of said Court, of the term of March, to wit, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit. on the 7th day of June, 1889, Charles A. Jewett filed in the Clerk's Office of the said Court of Common Pleas the following petition against M. F. Langstaff et al to wit:

Petition 5816

Charles A. Jewett Admr. of the Estate Caleb R. Jewett, decd.
vs
M. F. Langstaff, Mary Langstaff, wife of M. F. Langstaff, A. H. Ling & Lester Oliver.

Union County Court of Common Pleas

On the 22nd day of August 1888 letters of administration on the estate of Caleb R. Jewett heretofore deceased intestate were by the Probate Court of Union County Ohio, duly issued to the plaintiff, who thereupon duly qualified and entered on the duties of said office.

Plaintiff says that on the 16th day of July, 1888 by consideration of the Court of Common Pleas of Union County Ohio, the said Caleb R. Jewett, deceased, recovered a Judgment against the defendants M. F. Langstaff and Lester Oliver in the sum of $648.34 with interest from May 21st, 1888 at 8%, and also $14.94 his costs, which Judgment is wholly unpaid and unsatisfied.

On the 26th day of January, 1889, Execution was issued and returned as follows:

Summons 5816

State of Ohio
Union County } Received this Writ January 26th, 1889, at 2 o'clock
O. M. (For want of goods and chattels) on the 26th day of January 1889 levied this writ on the following described real estate situate in the Village of Richwood in the County of Union and State of Ohio, in the Township of Claiborne: Being Lot No. 93 in the Village of Richwood Union County Ohio, a plat of which is duly recorded in the office of the Recorder at Marysville Ohio. One-third undivided interest in the above described real estate in the name of M. F. Langstaff. This writ returned unsatisfied for want of time.

Said Judgment is the first lien on said premises but afterwards on the 8th day of October, 1888 the said M. F. Langstaff conveyed said premises by mortgage deed to the defendant A. H. Ling in consideration of $1500.

Said M. F. Langstaff & Lester Oliver have no goods and chattels lands or tenements subject to execution out of which said Judgment can be satisfied except the said M. F. Langstaff

is seized of an equity of redemption in the undivided one third of the above described premises on which premises said defendant A. He. Cling claims to have a mortgage.

Wherefore plaintiff asks that said claimant be compelled to set up his claim if any he has in the property or be forever barred and that the Court will adjust the priorities thereof and of plaintiffs said lien and that said interest in said real estate may be ordered to be sold and the proceeds distributed among the claimants according to their respective priorities as the Same shall settled by Court and for such other and further relief as he may be entitled to.

She said Mary Leangstaff is the wife of said M.A. Leangstaff and has an inchoate right of dower in said premises.

Cole & Bates . Attys. for Plff.

State of Ohio,
Union County, ss

Charles C. Jewett, being first duly sworn says he is the plaintiff in this action as the Administrator of Caleb R. Jewett, deceased, and that the facts stated and allegations in his foregoing petition are true as he believes.

Charles C. Jewett.

Sworn to and subscribed before me, this 6th day of June, 1887.

Seal S. B. Stricker, Notary Public in & for Union County Ohio.

To the Clerk:

Issue Summons in the above case for M.A. Leangstaff Mary Leangstaff, A. He. Cling and Lester Oliver, returnable according to Law. Action on Judgment for money only.

Cole & Bates, Attys. for Plff.

Summons Afterward, on the 7th day of June, A. D. 1887, a Summons was issued by the Clerk of said Court

5816 The State of Ohio
Union County, ss

To the Sheriff of said County:

You are hereby commanded to notify M.A. Leangstaff, Mary Leangstaff, A. He. Cling & Lester Oliver that they have been sued by Charles C. Jewett, Administrator, in the Court of Common Pleas of said Union County, and that unless they answer by the 6th day of July, A. D. 1887, the petition of the said plaintiff against them filed in the Clerk's Office of said Court, such petition will be taken as true, and Judgment taken accordingly.

You will make due return of this Summons on the 17th day of June, A. D. 1887.

Witness my hand and the seal of said Court this 7th day of June, A. D. 1887.

Seal R. M. Leary, Clerk

Indorsed: Petition for Money on Judgment heretofore rendered. Amt $648.27 interest from May 24, 1887. $14.27 int. from May 24th, 1887.

Sheriff's Return

Afterward, on the 14th day of June, 1889, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows.

Service	$	60
Mileage	3	20
Copy		10
Total	$4	20

State of Ohio
Union County, ss | Received this Writ June 7th, A.D. 1889, at 10 o'clock A. M. and pursuant to its command, I served the same by delivering a certified copy thereof with the endorsements thereon to M. F. Langstaff, Mary Langstaff, Lester Oliver & A. H. Kling not found defendants on the 11 day of June, 1889.

Thomas Martin, Sheriff.

Motion 5816

Charles A. Jewett Admr. of Estate of Caleb A. Jewett Dec'd.
vs
M. F. Langstaff, Mary Langstaff wife of M. F. Langstaff, A. H. Kling & Lester Oliver

Motion to make new parties defendant.

This day came John J. Keane, doing business under the firm name and style of "The Farmers' Bank", Marion, Ohio, and asks to be made a party defendant to this action and this Court upon consideration do find that his request should be granted. And that said Farmers Bank now owns the claim in the premises described in the petition formerly owned by said A. H. Kling.

It is thereupon ordered that said John J. Keane doing business under the firm name and style of "The Farmers' Bank of Marion, Ohio be and he is hereby made a party defendant herein with leave to file answer and cross-petition therein.

Cole & Cole, Attys.

Answer & Cross-Petition of "Farmers' Bank" 5816

Afterward, on the 27th day of December, 1889 Answer & Cross-Petition was filed with the Clerk of Court.

Charles A. Jewett, Admr. of Estate Caleb A. Jewett, Dec'd.
vs
M. F. Langstaff, Mary Langstaff wife of M. F. Langstaff, A. H. Kling & Lester Oliver

Union County Court of Common Pleas

Now comes John J. Keane doing business under the firm name and style of the "The Farmers' Bank of Marion, Ohio and by leave of the Court files his answer and cross-petition herein and for a first cause of action says:--

First Cause of Action:

That there is due him from the defendant M. F. Langstaff the sum of $1500.00 which he claims with interest at the rate of eight per cent. per annum from the 1st day of October 1888, payable annually and 8 per cent. after maturity upon principal and upon due and unpaid interest, on a promissory note of which the following is a true copy with all credits and indorsements thereon:

Copy of Note.

" $1500. On or befor October 1st, 1889, for valu recivd, we
" jointly and severally promise to pay A. H. Kling, or order, at
" Marion, Ohio. fifteen hundred dollars, with interest at 8 per
" cent. per annum, from date payable annually, and 8 per cent
" after maturity upon principal 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 costs, in favor
" of the payee, legal holder, indorser or assignee hereof, and
" release all errors which may occur in the rendition of
" such Judgment. And we also release the right of appeal,
" the stay of execution and the power and privilege to hold
" exempt from execution, any personal or real property belonging
" to us, or either of us, at and after the date of such Judgment;
" and our said Attorney is hereby authorized to enter such
" release on said Judgment.
" Witness our hands this first day of October, 1888.

Sigurd ... M. F. Laungstaff.

On the back of said note apprars the following indorse-
" ment and no other.
" Demand and notice waived.
" Pay Farmers Bank or order, A. H. Kling. September 10" 1889."

Second Cause of Action:

For a second cause of action this defendant John J. Hearn, doing business under the firm name and style of the Farmers' Bank of Marion, Ohio, reavers and adopts all the allegations of fact set forth and contained in his first cause of action herein and makes the same a part of this his second cause of action, and further avers.

That to secure the payment of the promissory note set out in its first cause of action herein, the defendants M. F. Laungstaff and Mary Laungstaff, his wife, on the 5th day of October 1888, executed and delivered to the defendant A. H. Kling their mortgage deed and thereby conveyed to said A. H. Kling the following real estate situate in the County of Union, in the State of Ohio, and in the Village of Richwood and bounded and described as follows: viz;

Being Lot No. 93, Ninety-three in the Village of Richwood Union County, Ohio, a plat of which is duly recorded in the office of Records at Marysville, Ohio.

The part intended to be conveyed by this mortgage is the undivided one-third interest in the within described premises.

That said mortgage was on the 10th day of October 1888 at 8.30 o'clock A. M. left with the Recorder of Union County Ohio for record, and on the 23rd day of the same month said mortgage was duly recorded in Vol. 27. Folio 257 Mortgage Records

of Union County, Ohio, and is a lien on the premises in the mortgage described from the time of its being filed with the Recorder as aforesaid.

That afterwards, towit on the 10th day of September 1889, said A. H. Kling for a full, complete and valuable consideration sold and assigned said mortgage and the note secured thereby to The Farmers Bank Marion, Ohio which said assignment is in the words and figures following:

"For value received I hereby sell, assign and transfer all my right, title and interest in and to this mortgage together with the note therein described to "The Farmers Bank, Marion, Ohio.

Marion, Ohio, September 10th, 1889. A. H. Kling".

This defendant says that he is the holder and owner of said mortgage and the note secured thereby, that no part thereof has been paid as provided in the terms and conditions of said note and mortgage and by reason thereof said mortgage has become absolute and this defendant is entitled to have the same foreclosed and have said premises sold for the satisfaction of his said claim.

Wherefore this defendant prays that an account may be taken of the amount due him on his said note and mortgage, that the Court order the same to be paid by a fixed day, together with his costs, and that in default said premises be ordered sold, and out of the procede thereof he be paid the amount so found due him with interest and costs and should there remain any sum still unpaid after the procede of said premises have been exhausted, then for any such balance he have Judgment therefor against the defendant M. F. Laingstaff, and for all proper relief.

"The Farmers' Bank"

By Mr. Neal and Wolford, his Attys.

The State of Ohio,
Marion County, ss

John J. Heaur, being duly sworn, says the allegations contained in his foregoing answer and cross-petition are, as he believes, true.

John J. Heaur.

Sworn to before me by the said John J. Heaur and by him subscribed in my presence this 26th day of December A. D. 1889.

Fred E. Guthrie
Notary Public, Marion County, Ohio.

Entry 5816

Afterward, on the 16th day of March, 1890, the following entry was made on the Journal by the Clerk.

Charles A. Jewett Pltf.
vs
M. F. Langstaff et al

Journal 15, Page 267.

It is hereby agreed between the defendants in this action that they will consent to the sale of the lot in Richwood, Ohio, described in the petition in accordance with the terms of a contract entered into December 26th, 1887 between J. E. Winbigler and M. F. Langstaff of the first part and J. O. Marriott of the second part and will release all liens and claims they hold thereon upon the following conditions, to-wit:

That one-third of the proceeds of the sale of said property, being the interest of said M. F. Langstaff therein, be deposited in the hands of the Clerk of the Common Pleas Court of Union County to remain there until the priority of liens on the interest of said Langstaff in said property shall be determined and a final order of distribution made by this Court.

And it is further understood and agreed between the parties hereto that they do not hereby waive any of their rights to the fund arising from said sale or any rights of priority they have in the distribution thereof among themselves.

This agreement is not to be binding until signed by all the defendants herein.

Judgment to be rendered for any unpaid balances against the defendants liable therefor.

"The Farmers Bank", Marion Ohio
By John J. Kaup,
M. F. Langstaff.
Mary Langstaff.
Lester Oliver
C. A. Jewett.

Entry 5816

Afterward, on the 20th day of March, 1890, the following entry was made on the Journal by the Clerk of said Court

Charles A. Jewett Pltf.
vs
M. F. Langstaff et al

Journal 15½, Page 285

This day came the parties to this cause and submitted the cause to the Court on the cross-petition of John J. Kaup doing business under the firm name of "The Farmers Bank of Marion." Whereupon the Court being fully advised in the premises doth find there is due to said J. J. Kaup doing business in the name of the Farmers Bank of Marion from M. F. Langstaff on the mortgage signed by him and his wife Mary Langstaff on the premises described in said

petition the sum of fifteen hundred dollars with eight per cent interest thereon from the first day of October, 1888 payable annually which on the first day of this term of Court amounts to the sum of sixteen hundred and seventy one $\frac{30}{100}$ dollars which is a lien on said premises from October 10th, 1888.

It is therefore ordered and decreed that said M. F. Laingstaff pay to said John J. Heaur doing business as aforesaid said sum of $1671 $\frac{30}{100}$ with 8 per cent from March 3d, 1890 or in default thereof that said premises be sold including the inchoate right of dower of said Mary Laingstaff to satisfy this decree.

Entry

Afterward, on the 20th day of March, 1890, the following entry was made on the Journal by the Clerk of this Court.

5816

Charles A. Jewett, Adm. of
Estate of Caleb A. Jewett, deed.

vs

M. F. Laingstaff & Mary Laingstaff
his wife, A. He. Kling. Lester Oliver,
John J. Heaur, President of
The Farmers Bank of Marion Ohio.

Court of Common Pleas
Union County, Ohio

This cause now coming on for hearing was submitted to the Court on the petition, the answer of the defendant John J. Heaur doing business as the "Farmers Bank" of Marion Ohio. assignee of the defendant A. He. Kling and the evidence, the Court find that the defendants M. F. Laingstaff, Mary Laingstaff, Lester Oliver have been duly served with summons in this case and are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and that said A. He. Kling has been duly served with Summons in this case and that he has assigned his note and mortgage to the defendant John J. Heaur who has been made a part hereto and filed his answer and cross-petition setting up his said claim and in which he does not deny the allegations of the petition & the said M. F. Laingstaff, Mary Laingstaff and Lester Oliver are in default for answer and demurrer thereto and that the allegations of the said cross-petition are thereby confessed by them to be true.

The Court further find that the said Charles A. Jewett is the duly appointed and qualified administrator of said Caleb A. Jewett, deceased, as alleged; that the said Caleb A. Jewett recovered a Judgment against said M. F. Laingstaff and Lester Oliver by the consideration of this Court May 21st, 1888, recovered a Judgment at Law in Case No. 5546 for $648.34 with interest at 8% and his costs taxed to $14.94; that execution was issued in said Judgment and levied in the undivided $\frac{1}{3}$ of Lot No. 93 Richwood, Union County, Ohio, as the property of M. F. Laingstaff described in the petition January 26 1889; that there is now due on said Judgment the sum of

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$743.40 with interest at 8 per cent. from March 20th. 1890, and that said Judgment is the first and best lien on said lot.

And it further appearing to the Court that since the commencement of this suit by agreement and consent of all the parties hereto the said M.S. Langstaff and Mary Langstaff, his wife, have sold and conveyed the said undivided 1/3 of said lot No. 93 and the proceeds of said sale was by agreement of all the parties including said Mary Langstaff deposited with the Clerk of this Court until this case shall be decided. And said fund consisting of $231.33 in money and a note for $133.33 payable to the order of said Clerk and signed by one J.O. Marriott is now in the hands of said Clerk to be distributed as the proceeds of the sale of said interest in said lot in accordance with said agreement.

It is therefore considered ordered and adjudged that the plaintiffs said Judgment is the first and best lien on said undivided 1/3 interest of said M.S. Langstaff in said lot No. 93, and the Court coming now to distribute the said fund in the hands of the Clerk, it is ordered that the Clerk in accordance with said agreement out of the funds in his hands pay

First ---- The costs of this action taxed to $17.24.

Second ---- The costs in the suit of Caleb R. Jewett vs M.S. Langstaff that taxed to --- $14.92

Third. To the said John J. Keane doing business as aforesaid the value of the inchoate right of dower of Mary Langstaff which the Court find to be the sum of $14.45.

And the Court having at this term found the amount due said Keane on his said mortgage deed award execution thereon for the balance as provided by Statute which balance the Court finds to be --- $ with interest from March 3d. 1890, for which balance execution is hereby awarded by the Court.

Fourth --- To the plaintiff Charles C. Jewett as his Adminis trator or his Attorney, the balance of the money in his hands amounting to $154.67

And that he indorse and deliver the said note in his hands over to said Charles C. Jewett Administrator.

And there still remaining due to the said Charles C. Jewett as said Administrator the sum of it is considered that he receive the same from said defendants M.S. Langstaff and Lester Oliver and execution is awarded therefor.

Attest R.M. Gray clerk

Ohio continued and held at the Court House in Marysville, within and for the County of Union in the Fourth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John F. Price, Judge of said Court of the term of November, 1887, on the 4th day of November in the year of our Lord one thousand eight hundred & eighty-nine.

Be it remembered that, heretofore, to-wit, on the 17th day of July, 1888, Barry O. Stewart et al filed in the Clerk's Office of the said Court of Common Pleas the following Petition against "the Board of County Commissioners of Union County, Ohio, George W. McCoy, Auditor of Union County Ohio, & William H. Leary as Treasurer of Union County Ohio.

Petition 5591

Barry O. Stewart, Abram Brobeck & John G Warner, who sue on behalf of themselves & others

vs

The Board of County Commissioners of Union County, Ohio, George W. McCoy, Auditor of Union County Ohio & William H. Leary, as Treasurer of Union County, Ohio.

Union County Court of Common Pleas

Your said plaintiffs, Barry O. Stewart, Abram Brobeck & John G Warner, who bring this action as well on behalf of themselves and eighteen (18) others hereinafter named in this petition, all of whom have a common and general interest in the subject of this action, but whom it is impracticable to bring into this action and name in this petition as plaintiffs, complain of the said defendants and say:

That at the several dates hereinafter named they were residents of Union County Ohio and were respectively at said dates as they still are owners of land lying in the bounds of the free turnpike road hereinafter named whose lands have been assessed for the construction of the same.

That on the 7th day of February A. D. 1887 a petition was duly filed with "the Board of Commissioners of said County of Union praying for the improvement of the following described road, to-wit:

Beginning at a point in the Franklin County & Marysville Free Turnpike near the residence of George Gordon: thence running in a northerly direction on the road known as the Highland & Leroy Road through the land of Charles Gordon, James Sweeney, Leander Bishop and others to the road running east and west passing the late residence of Jacob Mowry, John Arston and others and crossing said road and continuing northerly on the road running through the W^m McCoy farm so called to intersect the Frankfort and California Free Turnpike Road -- said proposed turnpike lies wholly within the Township

of Jerome in the County of Union and is about three and one-half miles in length.

Said petition asking for the improvement of said road by grading, gravling or macadamizing the same under the two mile assessment act provided for by Title Seven Chapter Eight of the Revised Statute of the State of Ohio and the amendments thereto.

The said plaintiffs further say that at the March Session A. D. 1887 of the said Board of County Commissioners of Union County Ohio they ordered that said improvement be made as prayed for in the said petition, and on the 16 day of May A. D. 1887 the said Board of Commissioners entered into contracts for the completion of said improvement and that by the order made by said Commissioners for the said improvement and by the specifications which were made a part of the contract for the work between the said Board of Commissioners on the one part and the persons who constructed the said improvement it was required that said road should be improved by grading, stoning, ditching and culverting; that the said road was to be smoothly and evenly graded to the width of fourteen feet on each side of and covering right inches to the center line, the grade of said road in no place to have a greater ascent or descent than three and a half degrees or four feet of rise or fall in one hundred feet in length; the grade to be overlaid with a good quality of blue limestone crushed to a size the largest pieces of which was not to exceed one and one-half inches through the greater diameter and to be uniformly spread over one side of the road bed twelve feet wide and ten inches deep at the center and six inches deep at the edges the inside edge to line with the center line of the grade each cubic yard when hauled to the dump to be dropped on the stone already spread and then raked with an iron or steel rake onto the grade thereby bringing the largest stone to the bottom and leaving the smaller or powdered stone on top of the dump previously made and when leveled the stone must show no depression from center to edges but conform to a straight line.

And thereupon, after the making of the said order and contracts for the said work and improvement as hereinbefore stated the said contractors proceeded to build the road over the line and along the route hereinbefore described but plaintiffs say that there has been no such improvement made as prayed for by the petitioners for the said improvement and as required by the order made by the Board of County Commissioners and by the specifications and contracts made for the said work and for the construction thereof but on the contrary these plaintiffs aver that the said

road and improvement has not been made according to said order, specifications and contracts; that the said road has not been properly graded and drained as provided for in said specifications; that the stone used in construction of said improvement was not properly crushed and broken as required; that stone were used in the construction of said improvement of a very large size running from one foot to eighteen inches square and three or four inches through.

That much of said stone used in said road runs from two inches up to seven inches through.

That the contractors and the persons engaged in the work of building said road took blasted stone from the quarry just as they were blasted or shoveled out of the run as drift stuff or stone and with the said drift a large amount of dirt and sand; that a very large portion of the stone used in said road improvement, at least one-half to three-fourths thereof, is largely oversize and at least one-fifth of the broken stone used upon said road never went through a crusher at all, and what stone was run through a crusher, at least one-half thereof was not broken as required by the specifications; that at least one-half of the said stone which was called crushed stone was in many cases five and six inches broad and in some instances still larger so that the said road improvement is constructed of entirely different material from what was required by the prayer of the petitioners and order of the Commissioners and the specifications and contracts for the said improvement.

The plaintiffs further say that instead of having the stone upon said road, as required, ten inches in the center, it was and is so constructed that it many places there is not over two or three inches of broken stone thrown over the large stone placed in the same and they say that said road as constructed is rough and uneven and broken and that by the action of the frost and the weather the large stone placed upon said road will be constantly working to the top and making a very rough and uneven surface to said roadway.

The plaintiffs say that said roadway is not such a one as the Commissioners ordered and such as they contracted to have constructed and is of very little or no value at all to the community or to the persons whose lands were assessed to pay the costs and expense of the same.

Plaintiffs further say that they have assessed upon the lands owned by said plaintiff Barry O. Stewart $135.00; and upon the lands of said Abraham Brobeck $238.00; and upon the lands of John G. Warner $275.00; and they have also assessed upon the lands of the other parties who were united in

in interest with the plaintiffs in bringing this suit and on whose behalf this suit is brought as well as the said plaintiffs named herein large sums of money upon each and all of them; that the names of the parties for whom this action is brought as well as the amounts assessed against them are as follows, to-wit: J. E. Harriott $153.00 Seth G. Heyland $7.00; Mary E. Hill $33.00; N. M. Stewart $8.00 Wm H. Henderson $161.00; Wm Wollam $45.00; Henry Brobeck $473.00; Wm Stewart $260.00; Beverly Hepp $324.00; Alpheus Herdr $77.00; James M. Stewart $378.00; William Stout $27.00; Samuel Rhodes $106.00; John McCrory $95.00; John Munn $953.00; James Downey $475.00; Joseph E. Downey $300.00; Leander Bishop $719.00.

The plaintiffs further say that said road was covered with stone to a width of only eleven feet. That said stone was not dumped raked and spread as required that said; that said stone was not crushed or broken as required; said road being covered with large and unbroken stone making a road rough uneven and of very little or no value at all to the plaintiffs or any one else or to the public.

Plaintiffs say that it would be a great wrong and fraud upon them to permit any of the assessments made for the said road improvement to be collected.

And they are without remedy in the premises except by the aid of a court of equity and they therefore ask the Court for an order of injunction restraining the defendants herein from taking any steps or doing any further act or thing whatever towards the collection of any assessments made upon their land as aforesaid for the construction of said road improvement and that upon the final hearing hereof that the said defendants may be perpetually enjoined from collecting from their plaintiffs or either of them the assessments so levied against them and for such other, further, and additional relief as they are respectively entitled to.

By Oswell Rickette and Black
and H. W. Ayers, Attys. for Plffs.

State of Ohio,
Union County ss

Barry O. Stewart, being first duly sworn says that the facts stated and allegations contained in the foregoing petition are true. And that he is one of the plaintiffs in the above action duly authorized in the premises.

Barry O. Stewart.

Sworn to before me and subscribed in my presence by the said Barry O. Stewart this 17th day of July, 1858.

seal

A. McCrory, Clerk

Injunction allowd as prayd in the petition upon the plaintiffs executing an undertaking in the sum of $300.00 according to law with sureties approvd by Clerk of Common Pleas Court.

Le Gipre, Probate Judge.

Precipe To the Clerk:

Issue Summons to the above named defendants directed to the Sheriff of Union County and returnable according to law. Endorse: "Equitable Relief." And injunction allowd.

L.W. Pyre & D

Powell Pickrell & Black. Attys for Plffs

Injunction Afterward, on the 17th day of July, 1888. Temporary Injunction filed with the Clerk of said Court.

Barry O. Stewart, Abraham Brobeck & John G. Warner, who sue on behalf of themselves & others

vs

The Board of County Commissioners of Union County Ohio, George M. McCoy, Auditor of Union County Ohio & others.

In Union County Common Pleas

Before Probate Judge

Temporary Injunction

July 17th, 1888.

This day came the plaintiffs by his attorneys and on his motion and affidavits herein filed, and on good cause shown and it appearing to me that at this time there is no Supreme or Common Pleas Judge in said County:

It is ordred, that an Injunction be issued herein enjoining the defendant from taking any steps or doing any further act or thing whatever towards the collection of any assessments made upon their lands for the construction of said gravel roads as prayed for in said petition, until the further order of the Court of Common Pleas or a Judge thereof, or otherwise dissolved by due course of law, upon the plaintiff executing an undertaking in the sum of $300.00 conditioned according to law with sureties to the approval of the Clerk of the Court of Common Pleas.

{seal} Leonidas Gipre, Probate Judge.

Order of Injunction Afterward, on the 17th day of July, 1888, Order of Injunction was issued by the Clerk of said Court

5591 Barry O. Stewart et al

vs

The Comm. of Union County George M. McCoy & W. H. Leary, Treasurer

To the said Defendants Comm. of Union County Ohio Geo. M. McCoy & W. H. Leary, Treas

By order of this Court made this 17th day of July 1888, as appears by the Journal of said Court, you are enjoined

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Summons 5-5-91

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from taking any steps or doing any further act or thing whatever towards the collection of any assessment made upon their lands for the construction of said gravel roads as prayed for in said petition until the further order of this Court.

Witness my signature and the seal of said Court this 17th day of July, A. D. 1888.

{seal} R. McCrory, Clerk

Summons

Afterward, on the 17th day of July, 1888, a Summons was issued by the Clerk of Court

55-91

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

We command you to notify John K. Hodge, Thomas Brannan & Harvd W. Henderson, Commissioners of Union County, Ohio, and George McCoch, Auditor of Union County Ohio, and William H. Crary, Treasurer of Union County Ohio, that they have been sued by Barry O. Stewart et al in the Court of Common Pleas of Union County, and that unless they answer by the 18th day of August, A. D. 1888 the petition of said plaintiffs Barry O. Stewart 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 July, A. D. 1888.

Witness my hand and the seal of said Court this 17th day of July A. D. 1888.

{seal} R. McCrory, Clerk

Endorsed: Action for Equitable Relief & Injunction allowed to restrain collection of Liber Tax.

Sheriffs Return

And afterward, on the 30th day of July, 1888, the Sheriff of said County returned said Summons to the Clerk's Office in said County, which return is as follows:

Service	$	90
Mileage	2	56
Copy	1	00
Total	$4	46

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

Received this Writ July 18th A. D. 1888 & served the same by handing true copies thereof with indorsements thereon to the within named John K. Hodge, Thomas Brannan, Harvd W. Henderson, Geo. McCoch & W. H. Crary.

Demurrer

55-91

Afterward, on the 29th day of October, 1888, a Demurrer was filed with the Clerk of said Court.

Barry O. Stewart et al vs Board of County Comm. et al | Court of Common Pleas.

Now comes the defendants and demur to the petition of plaintiff and for ground of demurrer say, that said petition does not state sufficient

to constitute a cause of action against the defendants or against either of them.

Potter and Potter,

Attys for Plffs.

Entry — Afterward, on the 5th day of December, 1888, the following Entry was made on the Journal by the Clerk.

5591 Barry O. Stuart et al
vs
The Board of County Comm. of Union County, Ohio et al

Journal 14, Page 567.

This day this cause came on to be heard upon the demurrer of defendants to the petition of plaintiffs, and was argued by counsel, and the Court being fully advised in the premises do find said demurrer well taken and sustains said demurrer and dissolve said injunction.

Thereupon plaintiffs asked and obtained leave to amend their petition by the 22nd day of January, 1889 and cause continued

Amended Petition — Afterward, on the 19th day of January, 1889, Amended Petition was filed with the Clerk of said Court.

5591 Barry O. Stuart, Abram Brobeck and John G. Warner, who sue on behalf of themselves and others
vs
The Board of County Comm. of Union County Ohio; George M. McCoch, Auditor of Union County Ohio, and William H. Leary, Treasurer of Union County, Ohio

Court of Common Pleas

Union County, Ohio

These said plaintiffs, Barry O. Stuart, Abram Brobeck, and John G. Warner, who bring this action as well on behalf of themselves and eighteen (18) others hereinafter named in this petition, all of whom have a common and general interest in the subject of this action but whom it is impracticable to bring into this action and name in this Amended Petition as plaintiffs, complain of the said defendants and say:

That at the several dates hereinafter named they were residents of Union County Ohio and were respectively at said dates, as they still are, owners of land lying in the bounds of the free turnpike road hereinafter named, whose lands have been assessed for the construction of the same.

That on the 7th day of February A. D. 1887, a petition was duly filed with the Board of Commissioners of said County of Union, praying for the improvement of the following described road, to-wit:

Beginning at a point in the Franklin County and Marysville Free Turnpike near the residence of George Gordon: thence running in a northerly direction on the road known as

the Highland & Leroy Road through the lands of Charles Gordon, James Downey, Leander Bishop and others to the road running east and west passing the late residence of Jacob Mowry, John Overton and others and crossing said road and continuing northerly on the road running through the Wm. McLeroy Farm so called to intersect the Franklin and California Free Turnpike Road. Said proposed turnpike lies wholly within the Township of Jerome in the County of Union and is about three and one-half miles in length.

Said petition asking for the improvement of said road by grading, gravelling or macadamizing the same under the two mile assessment act provided for by Title Seven Chapter Eight of the Revised Statutes of the State of Ohio and the amendments thereto.

The said plaintiffs further say that at the March Session A.D. 1887, of the said Board of County Commissioners of Union County Ohio they ordered that said improvement be made as prayed for in the said petition and on the 16th day of May A.D. 1887, the said Board of County Commissioners entered into contracts for the completion of said improvement and that by the order made by said Commissioners for the said improvement and by the specifications which were made a part of the contract for the work between the said Board of Commissioners on the one part and the persons who constructed the said improvement it was required that said road should be improved by grading, stoning, ditching and culverting; that the said road was to be smooth and evenly graded to the width of fourteen feet on each side of and covering right inches to the center line, the grade of said road in no place to have a greater ascent or descent than three and a half degrees or four feet of rise or fall in one hundred feet in length; the grade to be overlaid with a good quality of blue limestone crushed to a size the largest piece of which was not to exceed one and one-half inches through the greater diameter and to be uniformly spread over one side of the road bed twelve feet wide and ten inches deep at the center and six inches deep at the edges, the inside edge to line with center line of grade, each cubic yard when hauled to the dump to be dropped on the stone already spread and then raked with an iron or steel rake into the grade, thereby bringing the largest stone to the bottom and leaving the smaller or powdered stone on the top of the dump previously made & so when leveled the stone must show no depression from center to edges, but conform to a straight line.

And thereupon after the making of the said order and contracts for the said work and improvement as hereinbefore stated the said contractors proceeded to build the road over the line and along the route hereinbefore described, but

plaintiffs say that there has been no such improvement made as prayed for by the petitioners for said improvement and as required by the order made by the Board of County Commissioners and by the specifications and contracts made for the said work and for the construction thereof but on the contrary these plaintiffs aver that the said road and improvement has not been made according to said order, specifications and contracts; that said road has not been properly graded and drained as provided for in said specifications; that the stone used in the construction of said improvement was not properly crushed and broken as required; that stone were used in the construction of said improvement of a very large size running from one foot to eighteen inches square and three or four inches through.

That the size of much of said stone used in said road runs from two inches up to seven inches through. That the contractors and persons engaged in the work of building said road took blasted stone from the quarry just as they were blasted or shoveled out of the run as drift stuff or stone and with the said drift a large amount of dirt and earth; that a very large portion of the stone used in said road improvement, at least one-half to three-fourths thereof, is largely oversize and at least one-fifth of the broken stone used upon said road never went through a crusher at all, and what stone was run through a crusher, at least one half thereof were not broken as required by the said specifications; that at least one-half of said stone which was called crushed stone was in many cases five and six inches broad and in some instances still larger so that the said road improvement is constructed of entirely different material from what was required by the prayer of the petitioners and order of the Commissioners and the specifications and contracts for the said improvement.

The plaintiffs further say that instead of having the stone upon said road as required ten inches in the center, it was and is so constructed that in many places there is not over two inches of broken or crushed stone thereon over the large stones placed in the same and they say that said road as constructed is rough and uneven and broken and that by the action of the frost and the weather the large stone placed upon said road will be constantly working to the top and making a very rough and uneven surface to said road way.

The plaintiffs say that said roadway is not such a one as the Commissioners ordered and such as they contracted to have constructed and is of very little or no value at all to the community or to the persons whose lands were assessed to pay the costs and expenses of the same.

The said plaintiffs further say that the said road has

been so far finished, accepted and paid for by said Commissioners as that the said Commissioners cannot and will not compel or require said contractors to complete the improvement according to said contract and specifications and they say that it is not the intentions of said Commissioners or said contractors to complete said work and construct said improvement according to the said contract and sprcifications but on the contrary they intend to and will leave said road unfinished and incomplete.

Plaintiffs further say that they have assessed upon the lands owned by said plaintiff Barry O. Stewart $135.00; and upon the lands owned by said Abraham Brobeck $238.00 and upon the lands of John G. Warner $275.00; and they have also assessed upon the lands of other parties who are united in interest with the plaintiffs in bringing this suit and on whose behalf this suit is brought as well as the said plaintiffs named herein large sums of money upon each and all of them; that the names of the parties for whom this action is brought as well as the amounts assessed against them are as follows, to-wit: J. C. Herriott, $153.00; Seth G. Heyland $ 7.00; Mary E. Hill $33.00; W. M. Stewart $8.00; William H. Henderson $161.00; William Woolam $45.00; Henry Brobeck $473.00; William Stewart $260.00; Beverly Harpp $324.00; Alpheus Herder $97.00; James M. Stewart $378.00; William Stone $27.00; Samuel Reuben $106.00; John McCrory $95.00; John Hemm $953.00; James Sweeney $975.00; Joseph E. Sweeney $300.00; Reuben Bishop $719.00.

The plaintiffs further say that said road was covered with stone to a width of only eleven feet. That said stone was not dumped, raked and spread as required, that said stone was not crushed or broken as required, said road being covered with large and unbroken stone making a road rough and uneven and of very little or no value as to all the plaintiffs or any one else or to the public.

Plaintiffs say that it would be a great wrong and fraud upon them to permit any of the assessments made for the said road improvement to be collected.

And they are without remedy in the premises except by the aid of a Court of Equity, and they therefore ask the Court for an order of injunction restraining the defendants herein from taking any steps or doing any further act or thing whatever towards the collection of any assessments made upon their land as aforesaid for the construction of said road improvement and that upon the final hearing hereof that the said defendants may be perpetually enjoined from collecting from these plaintiffs or either of them the assessments so levied against them and for such other, further and additional relief as they are respectively entitled to.

State of Ohio
Union County ss Barry O. Stewart, being first duly sworn

makes oath that he is the above named plaintiff & says that the facts stated and allegations set forth in the above petition are true, as he verily believes.

Barry O. Stewart.

Subscribed in my presence by the said Barry O. Stewart and by him sworn to before me, this 19th day of January A. D. 1889.

{seal} A. M. Leroy, Clerk of Court.

Order of Injunction

Afterward, on the 19th day of January, 1889, Order of Injunction was filed with the Clerk of Court

5591 Barry O. Stewart, Abraham Brobeck & others

vs

Board of Commissioners of Union County Ohio, et al

Before the Probate Judge

Motion for Temporary Injunction in the Court of Common Pleas. Entry

And now, on this 19th day of January, 1889, came the plaintiffs, by Oswell Ricketts & H. W. Pyrce, their 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 affidavits therein filed, and after hearing the argument of counsel, and being fully advised in the premises it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant from collecting from these plaintiffs or either of them the assessments so levied as in the petition stated against them as prayed for in said petition of plaintiffs. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed on said plaintiffs, giving an undertaking to the said defendants, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $200.00.

Leonidas Piper, Probate Judge.

Demurrer Afterward, on the 15th day of February, 1889, a demurrer was filed with the Clerk of said Court.

5591 Barry O. Stewart et al

vs

Board of County Comm. of Union County Ohio

Court of Common Pleas Union County, Ohio

The defendants demur to the Amended Petition of plaintiffs filed January 19th, 1889, and for ground of demurrer say:

That said Amended Petition does not state facts sufficient to constitute a cause of action against defendants, or either, or any of them.

Porter & Porter,

Attys. for Defts.

Sheriff's Return on Order of Injunction

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Sheriff's Return on Order of Injunction

Afterward, on the 30th day of July, 1888, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	$	90	State of Ohio
5591 Copies	1	00	Union County ss | Sheriffs Return
Mileage	2	56	Received this Writ July 18th, 1888. at
Total	$4	46	9 o'clock A. M. and pursuant to its command on the 23d day of July, 1888, I served the same by handing true copies thereof with indorsements thereon to the within named John K. Hodge, Thomas Brannan, M. W. Henderson, George M. McCrack & W. H. Leary.

M. Hopkins, Sheriff
By F. Y. Wall, Deputy.

Entry

Afterward, on the 4th day of April, 1889, the following Entry was made on the Journal by the Clerk of said Court.

5591 Barry O. Stewart et al
vs
Board of County Comm.

Journal 15, Page 91.

This day this cause came on to be heard upon the demurrer of defendants to the amended Petition of plaintiffs and was argued by counsel, in consideration whereof the Court find said demurrer to be well taken and sustains the same. To all of which rulings and decisions the plaintiffs there excepted, leave to amend petition in 20 days from the rising of the Court.

Second Amended Petition

Afterward, on the 20th day of June, 1889, Second Amended Petition was filed with the Clerk of said Court.

Barry O. Stewart, Abram Brobeck, & John G. Warner, who sue on behalf of themselves & others
vs
The Board of County Commissioners of Union County Ohio, George M. McCrack, Auditor of Union County Ohio, & William H. Leary as Treasurer of Union County, Ohio.

Court of Common Pleas
Union County Ohio

These said plaintiffs, Barry O. Stewart, Abram Brobeck and John G Warner, who bring this action as well on behalf of themselves and eighteen (18) others hereinafter named in this petition, all of whom have a common and general interest in the subject of this action but whom it was impracticable to bring into this action and name in this second amended petition as plaintiffs, complain of the said defendants and say:

That at the several dates hereinafter named they were residents of Union County, Ohio. and were respectively at said dates, as they still are, owners of land lying in the bounds of the free turnpike road hereinafter named, whose lands have

been assessed for the construction of the same.

That on the 7th day of February, A. D. 1887, a petition was duly filed with the Board of Commissioners of said County of Union, praying for the improvement of the following described road, to-wit:

Beginning at a point in the Franklin County and Marysville Free Turnpike near the residence of George Gordon; thence running in a northerly direction on the road known as the Highland and Leroy Road through the land of Charles Gordon, James Gurney, Leander Bishop, and others to the road running east and west passing the late residence of Jacob Mowry, John Arston and others and crossing said road and continuing northerly on the road running through the William McLeroy farm so called to intersect the Franklin and California Free Turnpike Roads. Said proposed turnpike lies wholly within the Township of Jerome in the County of Union and is about three and one-half miles in length.

Said petition asking for the improvement of said road by grading, gravling or macadamizing the same under the two mile assessment act provided for by Title Seven, Chapter Eight of the Revised Statutes of the State of Ohio and the amendments thereto.

The said plaintiffs further say that at the March Session A. D. 1887 of the said Board of County Commissioners of Union County Ohio, they ordered that said improvement be made as prayed for in the said petition and on the 16th day of May, A. D. 1887 the said Board of Commissioners entered into contracts for the completion of said improvement and that by the order made by said Commissioners for the said improvement and by the specifications which were made a part of the contract for the work between the said Board of Commissioners on the one part and the persons who constructed the said improvement it was required that said road should be improved by grading, stoning, ditching and culverting; that the said road was to be smooth and evenly graded to the width of fourteen feet on each side of and crowning right inches to the center line, the grade of said road in no place to have a greater ascent than three and a-half degrees or four feet of rise or fall in one-hundred feet in length; the grade to be overlaid with a good quality of blue limestone crushed to a size the largest piece which was not to exceed one and one-half inches through the greater diameter and to be uniformly spread over one side of the road bed twelve feet wide and ten inches deep at the center and six inches deep at the edges, the inside edge to line with center line of grade, each cubic yard when hauled to the dump to be dropped on the stone already spread and then raked with an iron or steel rake

into the grade, thereby bringing the largest stone to the bottom and leaving the smaller or powdered stone on the top of the dump prevously made and when leveled the stone must show no depression from center to edges, but conform to a straight line.

And thereupon after the making of the said order and contracts for the said work and improvement as hereinbefore stated the said contractors proceeded to build the road over the line and along the route hereinbefore described, but plaintiffs say that there has been no such improvement made as prayed for by the petitioners for said improvement and as required by the order made by the Board of County Commissioners and by the specifications and contracts made for the said work and for the construction thereof, but on the contrary these plaintiffs aver that the said road and improvement has not been made according to said order, specifications and contracts; that the said road has not been properly graded and drained as provided for in said specifications; that the stone used in the construction of said improvement was not properly crushed and broken as required; that the stone used in the construction of said improvement was of a very large size running from one foot to eighteen inches square and there to four inches through.

That the size of much of said stone used in said road runs from two inches up to seven inches through.

That the contractors and persons engaged in the work of building said road took and used blasted stone from the quarry just as they were blasted or shoveled out of the ruu as drift stuff or stone and with the said drift a large amount of dirt and earth; that a very large portion of the stone used in said road improvement, at least one half to three-fourths thereof, is largely over size and at least one fifth of the broken stone used upon said road never went through a crusher at all, and what stone was run through a crusher, at least one-half thereof were not broken as required by said specifications; that at least one-half of said stone which was called crushed stone was in many cases four and six inches broad and in some instances still larger so that the said road improvement is constructed of entirely different material from what was required by the prayer of the petitioners and order of the Commissioners and the specifications and contracts for the said improvement.

The plaintiffs further say that instead of having the stone upon said road, as required, two inches in the center, it was and is so constructed that in many places there is not over two to three inches of broken or crushed stone thereon over the large stones placed in the same and they say that said road as constructed is rough and uneven

and broken and that by the action of the frost and the weather the large stone placed upon said road will be constantly working to the top and making a very rough and uneven surface to said roadway.

The plaintiffs say that said roadway is not such a one as was petitioned for or the Commissioners ordered and such as they contracted to have constructed and is of very little or no value at all to the community or to the persons whose lands were assessed to pay the costs and expenses of the same.

Plaintiffs further say that said defendants have wrongfully, willfully and against the well known and repeated objections and protests of plaintiffs and those for whom they sue and well knowing that said road was not constructed nor finished in accordance with the requirements and conditions of said contracts and specifications, accepted and paid for the same, and the said road is now the property of said Union County and said contractors and their bondsmen fully discharged and exonerated from any further liability under said contracts.

The plaintiffs aver that said defendants as said County Commissioners have willfully neglected and refused to finish or complete said work and construct said road according to said contracts and specifications or to require said contractors so to do, but have left and intend to leave for all time said road rough, defective and incomplete.

Plaintiffs further say that defendants as such Commissioners have caused to be assessed upon the lands owned by said plaintiff Barry O. Stewart, one hundred and thirty-five dollars (135^{00}): and upon the lands owned by said Abram Brobeck, two hundred and thirty eight dollars (238^{00}): and upon the lands of John G Warner, two hundred and seventy-five dollars dollars (275^{00}); and they have also assessed upon the lands of the other parties who are united in interest with the plaintiffs in bringing this suit, and on whose behalf this suit is brought, as well as the said plaintiffs named herein, large sums of money upon each and all of them.

And said defendant, George M. McCoch, as Auditor of said County has placed the said assessment upon the tax duplicate of said County and the said defendants and said William H. Leary as Treasurer of said County are about to and will unless restrained by an order of this Court wrongfully and willfully proceed to enforce the collection of said assessment by the sale of plaintiffs' property, whereby said plaintiff will suffer great and irreparable loss and injury; that the names of the parties for whom this action is brought as well as the amounts assessed against them are as follows: towit:

J. E. Harriott, one hundred and fifty-three dollars (153^{00}):

Estle G. Heyland, seven dollars ($7.00); Mary Le Neil, thirty three dollars ($33.00); M. M. Stewart eight dollars ($8.00); William H. Henderson, one hundred and sixty-one dollars ($161.00); William Woolam, forty-five dollars ($45.00); Henry Brobrde four hundred and seventy three dollars ($473.00); William Stewart two hundred and sixty dollars ($260.00); Barkly Hipp three hundred and twenty-four dollars ($324.00); Stephens Heider seventy-nine dollars ($79.00); Laura M. Stewart, three hundred and seventy-eight dollars ($378.00); William Stone, twenty-seven dollars ($27.00); Samuel Rhodes one hundred and six dollars ($106.00); John McCleary ninety-five dollars ($95.00; John Shinn nine hundred and fifty-three dollars ($953.00); James Swezey, nine hundred and seventy-five dollars ($975.00); Joseph L. Swezey three hundred dollars ($300.00) Landon Bishop seven hundred and nineteen dollars ($719.00)

The plaintiffs further say that said road was covered with stone to a width of only eleven (11) feet.

That said stone was not dumped, raked and spread as required, that said stone was not crushed or broken as required, said road being covered with large and unbroken stone making the road rough and uneven and of very little or no value as to all the plaintiffs or any one else or to the public.

Plaintiffs say that it would be a great wrong and fraud upon them to permit any of the assessments made for the said road improvement to be collected. Plaintiffs are without remedy in the premises except by the aid of a Court of Equity

Wherefore, they pray the Court for an order of injunction restraining the defendants herein from taking any steps or doing any further act or thing whatever towards the collection of any assessments made upon their land as aforesaid for the construction of said road improvement and that upon the final hearing hereof that the said defendants may be perpetually enjoined from collecting from these plaintiffs or either of them the assessments so levied against them and for such other, further and additional relief as they are respectively entitled to.

Sowell, Owen, Dickette & Black
& H. W. Byers
Plaintiffs Attorneys.

State of Ohio,
Franklin County ss

Barry O. Stewart, being first duly sworn, makes oath that he is one of the plaintiffs in the above named cause and that the facts stated and allegations set forth in the above second amended petition are true, as he verily believes

Barry O. Stewart.

Subscribed in my presence by the said Barry O. Stewart and by him sworn to before me, this 10th day of June A.D. 1889.

F. B. Milligan Notary Public,
Franklin County, Ohio

{Seal}

Answer to 2nd Amnd Petition

5591

Afterward, on the 17th day of September, 1889, Answer to Second Amended Petition was filed with the Clerk of Court.

Barry O. Stewart et al
vs
The Board of County Commissioners of Union County Ohio et al

Court of Common Pleas.
Union County Ohio.

The defendants answer to the Second Amended Petition of plaintiffs filed herein on the 20th day of June 1889 and admit that plaintiffs and those for whom they sue reside in Union County Ohio and are the owners of lands lying in the bounds of said road improvement and that said lands were assessed for said improvement.

And defendants admit that said Commissioners upon the proper petition ordered said road improvement to be made, and let the contract for making said improvement and that the contractor is progressing with the same.

And defendants deny:

That they or either of them have wrongfully or willfully and against the well known and repeated objections and protests of plaintiffs and those for whom they sue and well knowing that said road was not constructed nor finished in accordance with the requirements and conditions of said contracts and specifications accepted and paid for the same.

And defendants deny;

That they have accepted or paid for said improvement.

And defendants deny:

That said road is now the property of said Union County and deny that said contractors or their bondsmen are discharged or exonerated from any further liability under said contracts.

And defendants deny:

That said County Commissioners have willfully neglected or refused to finish or complete said work & construct said road according to said contracts & specifications or to require said contractors so to do; and defendants deny that they have left or intend to leave for all time or any time said road rough, defective or incomplete.

And defendants deny each and every allegation made in said petition not herein specifically admitted, and defendants ask to be dismissed with their costs.

Potter & Potter
Attys. for Defts.

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George M. McCrck, one of the defendants being duly sworn makes oath that the facts stated in the foregoing answer are true as he believes.

Geo. M. McCrck.

Sworn to by Geo. M. McCrck before me and signed by him before me this 17th day of September, 1889.

Seal R McCleary, Clerk.

Entry 5591 Afterward, on the 15th day of November, 1889, the following Entry was made on the Journal by the Clerk of said Court.

Barry O. Stewart et al.
vs
Commissioners of
Union County Civil et al.

Journal 15, Page 186.

This day on motion of plaintiff this cause is passed and delayed until the 27th day of November 1889 and at the costs of plaintiffs caused by said delay.

It is therefore considered that the plaintiffs pay the costs of said delay herein taxed at - - $

Entry 5591 Afterward, on the 7th day of January, 1890, the following Entry was made on the Journal by the Clerk of said Court.

Barry O. Stewart et al
vs
Board of County Comm
Union County Ohio

Journal 15, Page 232.

This day this cause came on to be heard upon the pleadings and evidence and was argued by counsel, on consideration whereof the Court do find the equity of the case to be with the defendants, and that the plaintiffs is not sustained by the evidence, and the law of the case.

It is therefore considered that the petition of plaintiffs be dismissed at their costs.

It is therefore considered that the defendants recover of the plaintiffs their costs herein taxed at - - $.

Notice of Appeal by Plaintiffs & Bond fixed at $500.00

Attest
R McCleary Clerk

Olras continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John F. Price, Judge of said Court, of the term of November, towit, on the 4th day of November in the year of our Lord one thousand eight hundred & eighty-nine.

Be it remembered that heretofore, towit, on the 28th day of July 1888, Barry O. Stewart et al filed in the Clerk's Office of the said Court of Common Pleas the following Petition against "the Board of County Commissioners of Union County," George W. McCurdy, Auditor of Union County, Ohio, and William H. Leary as Treasurer of Union County, Ohio, towit:

Petition 5595

Barry O. Stewart, Abram Brobeck & John G. Warner, who sue on behalf of themselves and others

vs

The Board of County Commissioners of Union County, Ohio, George W. McCurdy, Auditor of Union County Ohio, & William H. Leary, as Treasurer of Union County, Ohio.

Court of Common Pleas

Union County Ohio

Unto said plaintiffs Barry O. Stewart, Abram Brobeck, & John G. Warner who bring this action as well on behalf of themselves and fourteen others hereinafter named in this petition, all of whom have a common and general interest in the subject of this action, but whom it is impracticable to bring into this action and name in this petition as plaintiffs, complain of the said defendants & say:

That at the several dates hereinafter named they were residents of Union County Ohio and were respectively at said dates, as they still are, owners of land lying in the bounds of the free turnpike road hereinafter named whose lands have been assessed for the construction of the same.

That on the 14th day of February, A. D. 1887 a petition was duly filed with the Board of Commissioners of said County of Union praying for the improvement of the following described road, towit;

Commencing at the end or terminus of the Scioto River Union and Franklin County Free Turnpike and beginning in the eastern line of Union County; thence west on the Marysville & Dublin Road leading from said above named free turnpike on the line between the farms of M. K. & W. F. Bishop and John Munn and westerly passing the late residence of Jacob Mowry, crossing the road running north and south near the school house, continuing westerly, passing the residence of J. H. Arston, the residence of Orrin De Witt and others and intersecting the Marysville, California and County Line Free Turnpike; the length of said road being about two miles and one-half.

Said proposed turnpike improvement lies wholly within the County of Union, State of Ohio.

Said petition asks for the improvement of said road, grading, gravelling, or macadamizing the same, straightening if necessary and building bridges, culverts, and necessary drains said improvement to be made under the two mile assessment act provided for by Title Seven 2nd Chapter Eight of the Revised Statutes of the State of Ohio, and the amendments thereto.

The said plaintiffs further say that at the March Session A.D. 1887 of the said Board of County Commissioners of Union County Ohio, they ordered that said improvement be made as prayed for in said petition and on the 16th day of May A.D. 1887 the said Board of Commissioners entered into contracts for the construction of said improvement, by order made by said Commissioners for the said improvement and by the specifications which were made a part of the contract for the said work between the Board of Commissioners on the one part and the said contractor it was required that said road should be improved by grading, ditching, culverting, straightening where necessary, and building all necessary bridges and culverts; also that said road was to be smooth and evenly graded to a width of fourteen feet on each side of and crowning eight inches to the center line, the grade to be overlaid with a good quality of blue limestone crushed to a size the largest piece of which were not to exceed one and one half inches in diameter and to be uniformly spread over one side of the roadway twelve feet wide, 12 inches deep at the center and seven deep at the edge the inside edge to line with the center line of the grade, each cubic yard when hauled to the dump to be dropped on the stone already spread and then raked with an iron or steel rake on to the grade, thereby bringing the larger stones to the bottom and when leveled the stone must show no depression from center to edge but conform to a straight line.

That the whole of said road except one mile was to be so constructed and the one mile to be of good gravel of the same width with the part of the road stoned or macadamized as aforesaid, of such depth as to make a good and substantial road improvement or turnpike.

Plaintiffs further say that thereupon after the making of the said order and contracts for the construction of the said improvement as hereinbefore stated the contractors proceeded to build the road over the lands and along the route hereinafter described but plaintiffs say that there has been no such improvement made as prayed for by the petitioners and as required by the order of the County Commissioners and by the specifications and contracts made for the said work and the construction thereof but on the contrary these plaintiffs aver that the one mile of said road which was to be

gravled as hereinbefore stated has been constructed of very inferior and almost worthless quality of gravel; that at least one-third of it consists of rough stone and boulders mixed through with a considerable quantity of dirt and earth so that one mile which was to be gravled is rough and uneven containing large quantities of rough stone and boulders so as to make a comparatively worthless road improvement.

Plaintiffs further say that the balance of said road which was to be constructed of broken stone as hereinbefore stated has been built of large quantities of large stone placed upon the same, some of them being at least two feet square and three to four inches through; that a large quantity of stone was taken just as they were blasted from the quarry or shoveled out of the river as drift stuff and with the said drift a large amount of dirt and sand and that the same was placed upon the said road without being broken or crushed at all and plaintiffs say that at least one-half to three-fourths of the stone placed upon said road is largely foreign and a very large number of the stone which part of the stone which was called broken stone never went through a crusher at all and that such portion of the stone as was run through a crusher, at least one-half thereof was not broken as required by the specifications and that even the crushed stone which was placed on the top of said road was not dumped and raked as required by the specifications and contract.

They further say that instead of having the stone in said road, as required, ten inches in the center, it was and is so constructed that in many places there is not over four inches of broken stone thrown over the large stone placed in the said road and they say that the whole of said road, both the gravel and stone parts, has been so poorly and imperfectly constructed that it is composed of either worthless or inferior gravel or large unbroken stone and boulders so as to form a very rough and uneven surface and to constitute a very poor and almost entirely worthless improvement.

They further say that in every part of said road it fails to comply with the order, specifications and contract for the same; that said roadway is not properly drained; that it is not graveled or stoned as ordered and required by the contract; that neither the stone or gravel is of the required depth or width and that all the material used in the same, both upon the gravel and stone part, is of an inferior and poor quality and the stones and boulders are of such large size and in such large quantities as to destroy the value of whatever good gravel or good stone has been placed upon said road and they therefore say that said roadway is not such a one as was petitioned for nor such as was ordered and contracted for and is of very little or no value at all to the community or to the persons whose lands were assessed to pay the costs

and appurs of said road improvment.

Plff said plaintiffs further say that the said road has been so far finished, accepted and paid for by said Commissioners as that the said Commissioners cannot and will not compel or require said contractors to complete the improvment according to said contract and specifications and they say it is not the intention of said Commissioners or said contractors to complete said work and construct said improvment according to the said contract and specifications but on the contrary they intend to and will leave said road unfinished & incomplete.

Plff plaintiffs further say that there has been assessed upon the lands owned by the plaintiff Barry O. Stewart $140.00 and upon the lands of said Abraham Brobeck $26.00; and upon the lands of John G. Warner $34.00; and there has also been assessed upon the lands of the other parties who are united in interest with the plaintiffs in bringing this suit and on whose behalf this suit is brought as well as the said plaintiffs, large sums of money upon each and all of them; that the names of the said parties for whom this action is brought as well as the plaintiffs named herein and the several amounts assessed against them are as follows, to-wit;

J. E. Harriott, $153; N. M. Stewart $8.00; Wm H. Enders $161.00; Henry Brobeck $173.00; John McElroy $95.00; Wm Stewart $260.00 John Shuman $953.00; Beverly Hipp $324.00; James Berry $975.00; Alpheus Herds $79.00; Joseph E. Berry $300.00; James M. Stewart $378.00; Landon Bishop $719.00; Samuel Rhuben $106.00

Plaintiffs further say that there has been some changes made in the assessments as above stated and they have been unable to ascertain the exact amount; they have stated the assessments against the said several parties as near as they have been able to learn the same.

Plaintiffs say that it would be a great wrong and fraud upon them to permit any of the assessments made for the said road improvment to be collected until said improvment has been completed as prayed for and as required by the order of the said Commissioners and the contracts made therefor and they therefor ask the Court for an order of injunction restraining the defendants herein from taking any steps or doing any further act or thing whatever towards the collection of any of the assessments made upon the lands as hereinbefore stated for the construction of said road improvment until the said work has been performed and completed according to the order of the Commissioners and the contracts made for the construction of the same and that upon the final hearing of this case, if the said work has not been completed as required they pray that the defendants may be perpetually enjoined from collecting from their plaintiffs or either of them the

assessments so levied against their said lands and for all other and proper relief in the premises.

By Oswell Ricketts & Black
& H W Byers
Plaintiffs Attorneys.

State of Ohio,
Union County, ss.

Barry O. Stewart, being first duly sworn says that the facts stated and allegations in the foregoing petition are true as he believes.

Barry O. Stewart.

Sworn to and subscribed in my presence by the said Barry O. Stewart this 28th day of July, 1858.

{seal} R. McIlvery, Clerk.

Injunction allowed as prayed by the petitioners herein upon the plaintiff giving bond for $300.00, conditioned according to law and to be approved by the Clerk of the Court of Common Pleas within and for said County of Union.

L. Piper
Probate Judge.

To the Clerk:

Issue Summons for the above named defendants directed to the Sheriff of Union County and returnable according to law. Endorse, "Equitable Relief".

Afterward, on the 28th day of July, 1858, Temporary Injunction was filed with the Clerk of said Court.

Barry O. Stewart & Others
vs
The Board of County Comm. of Union County Ohio et al

In Union County Common Pleas
Before Probate Judge.
Temporary Injunction, July 28th 1858.

This day came the plaintiff by his attorneys and on his motion and affidavits herein filed and on good cause shown and it appearing to me that at this time there is no Supreme or Common Pleas Judge in said County:

It is ordered that an Injunction be issued herein enjoining the defendant from taking any steps or doing any further act or thing whatever towards the collection of any of the assessments made upon the lands in the petition mentioned as prayed for in said petition, until the further order of the Court of Common Pleas or a Judge thereof or otherwise dissolved by due course of law, upon the plaintiff executing an undertaking in the sum of $300.00 conditioned according to law, with sureties to the approval of the Clerk of the Court of Common Pleas.

L. Piper,
Probate Judge.

{seal}

Order of Injunction 55-95

Sheriffs Return {seal}

Summons 5-5-95

Order of Injunction

Afterward, on the 28th day of July A. D. 1888. Order of Injunction was issued by the Clerk of said Court.

Barry O. Stewart et al
vs
Commissioners of Union County et al

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

To the said defendants, the Board of Commissioners of Union County, Ohio et al.

By an order of this Court made this 28th day of July 1888, as appears by the Journal of said Court, you are enjoined from taking any steps or from doing any further act or thing whatever towards the collection of any of the assessments made upon the lands in the petition mentioned as prayed for in said petition until the further order of the Court.

Witness my signature and the seal of said Court, this 28th day of July, A. D. 1888.

R. McElroy, Clerk.

[seal]

Sheriffs Return

And on the 31st day of July, 1888, the Sheriff of said County returned said Writ to the Clerk's Office in said County which is as follows:

Service	$	60
Mileage	2	56
Copy		20
Total	$3	36

Received this writ July 30th, 1888, at 3 P. M. and pursuant to the command I served a true copy of the same with indorsements on the County Commissioners of Union County on the 30th day of July, 1888.

M. Hopkins, Sheriff.

Summons

Afterward, on the 28th day of July, 1888. a Summons was issued by the Clerk of said Court.

5-5-95

The State of Ohio
Union County, ss

To the Sheriff of the County of Union

We command you to notify the Board of County Commissioners of Union County Ohio, George M. McPeck Auditor of Union County Ohio, & Wm H. Leary, Treasurer of Union County, Ohio, that they have been sued by Barry O. Stewart et al in the Court of Common Pleas of Union County, and that unless they answer by the 25th day of August A. D. 1888 the petition of the said plaintiffs Barry O. Stewart et al 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 August A. D. 1888.

Witness my hand and the seal of said Court this 28th day of July, A. D. 1888.

R. McElroy, Clerk.

[seal]

Endorsed: "Equitable Relief"

Sheriff's Return

And afterward, on the 31st day of July, 1888, the Sheriff of said County returned said Summons to the Clerk's Office in said County, which return is as follows:

Service	$	60
Mileage	2	56
Copy		60
Total	$3	76

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

Received this Writ July 28th, at 6 o'clock P. M. and pursuant to its command, on the 30th day of July, A. D. 1888. I served the same by handing true copies thereof with the endorsements thereon to the within named Geo. M. McArtor & W. H. Leary and by leaving a copy with the Board of County Commissioners, they being in session.

M. Hopkins, Sheriff.
By S. S. Wall, Deputy.

Demurrer

Afterward, on the 29th day of October, 1888, a Demurrer was filed with the Clerk of said Court.

55-95

Barry O. Stuart et al
vs
The Board of County Commissioners & others

Court of Common Pleas
Union County, Ohio

Now come the defendants & demur to the petition of plaintiffs, and for ground of demurrer say, that said petition does not state facts sufficient to constitute a cause of action against the defendants, or against either of them.

Porter & Porter, Attys. for Defts.

Entry

55-95

Afterward, on the 5th day of December, A. D. 1888, the following Entry was made on the Journal by the Clerk.

Barry O. Stuart et al
vs
Comm. of Union Co. et al

Journal 14, Page 567.

This day this cause came on to be heard upon the demurrer of defendants to the petition of plaintiffs and was argued by counsel. And the Court being fully advised in the premises do find said demurrer well taken and sustains said demurrer and dissolve said injunction.

Thereupon plaintiffs asked and obtained leave to amend their petition by January 22nd, 1889 & cause continued.

Amended Petition

Afterward, on the 19th day of January, 1889, Amended Petition was filed with the Clerk of said Court.

5595

Barry O. Stuart, Abraham Brobeck & John D. Warner, who sue on behalf of themselves & others
vs
Board of County Comm. of Union Co. Ohio
Jno. M. McArt, Auditor of Union Co. and Wm. H. Leary, Treasurer of Union Co. Ohio

Court of Common Pleas
Union County Ohio.

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Petition

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Sheir said plaintiffs, Barry O. Stuart, Abram Brobeck and John G. Warner who bring this action as well on behalf of themselves & fourteen others hereinafter named in this petition, all of whom have a common and general interest in the subject of this action, but whom it is impracticable to bring into this action and name in this petition as plaintiffs, complain of said defendants, and say:

That at the several dates hereinafter named they were residents of Union County Ohio and were respectively at said dates as they still are, owners of land lying in the bounds of the free Juniper Road hereinafter named whose lands have been assessed for the construction of the same.

That on the 14th day of February, A. D. 1887 a petition was duly filed with the Board of County Commissioners of Union County praying for the improvement of the following described road, to-wit:

Commencing at the terminus of the Scioto River Union & Franklin County free Juniper, and beginning in the eastern line of Union County; thence west on the Marysville & Dublin road leading from said above named free Juniper on the line between the farms of M. R. & W. F. Bishop and John Shinn, and westerly passing the late residence of Jacob Mowry, crossing the road running north and south near the School House, continuing westerly passing the residence of J. H. Preston, the residence of Peter Hewitt and others and intersecting the Marysville California and County line free Juniper, the length of said road being about two miles and one-half.

Said proposed free Juniper improvement lies wholly within the County of Union and State of Ohio.

Said petition asks for the improvement of said road grading, gravling or macadamizing the same, straightening if necessary and building bridges, culverts and necessary drains. Said improvement to be made under the two mile assessment act provided for by Title Seven, Chapter Eight of the Revised Statutes of the State of Ohio and amendments thereto.

Said plaintiffs say that at the March Session A. D. 1887 of the said Board of County Commissioners of Union County Ohio, they ordered that said improvement be made as prayed for in said petition, and on the 16th day of May A. D. 1887 the said Board of Commissioners entered into contracts for the construction of said improvement by orders made by said Commissioners for the said improvement and by the specifications which were made a part of the contract for the said work between the Board of Commissioners on the one part and the said contractor it was required that said road should be made improved by grading, ditching

rubbling, straightening where necessary, and building all necessary bridges and culverts; also that said road was to be smooth and evenly graded to a width of fourteen feet on each side and crowning right inches to the center line, the grade to be overlaid with a good quality of blue limestone crushed to a size the largest pieces of which were not to exceed one and one half inches in diameter and to be uniformly spread over one side of the roadway twelve feet wide, twelve inches deep at the center and seven deep at the edge the inside edge to line with the center line of the grade, each cubic yard when hauled to the dump to be dropped on the stone already spread and then raked with an iron or steel rake out to the grade, thereby bringing the larger stones to the bottom and when leveled the stone must show no depression from center to edge but conform to a straight line.

That the whole of said road except one mile was to be reconstructed and the one mile to be of good gravel of the same width with the part of the road stoned or macadamized as aforesaid, of such depth as to make a good and substantial road improvement or turnpike.

Plaintiffs further say that thereupon after the making of the said order and contracts for the construction of the said improvement as hereinbefore stated the contractors proceeded to build the road over the lands and along the route hereinafter described but plaintiffs say that there has been no such improvement made as prayed for by the petitioners and as required by the order of the County Commissioners and by the specifications and contracts made for the said work and the construction thereof, but on the contrary these plaintiffs aver that the one mile of said road which was to be gravelled as hereinbefore stated has been reconstructed of a very inferior and almost worthless quality of material stone and gravel; that at least one-third of it consists of rough stone and boulders mixed through with a considerable quantity of dirt and earth so that the one mile which was to be gravelled is rough and uneven containing large quantities of rough stone and boulders so as to make a comparatively worthless road improvement.

Plaintiffs further say that the balance of said road which was to be constructed of broken stone as hereinbefore stated has been built of large quantities of large stone placed upon the same, some of them being at least two feet square and three to four inches through; that a large quantity of stone was taken just as they were blasted from the quarry or shoveled out of the run as drift stuff and with the said drift a large amount of dirt and sand and that the same was placed upon the said road without being broken or crushed at all and plaintiffs say that at least one-half

to three-fourths of the stone placed upon said road is largely oversize and a very large number of the stones which part of the stone which was called broken stone never went through a crusher at all and that such portion of the stone as was run through a crusher, at least one-half thereof was not broken as required by the specifications and that even the crushed stone which was placed on the top of said road was not dumped & raked as required by the specifications and contract.

They further say that instead of having the stone in said road, as required, ten inches in the center, it was and is so constructed that in many places there is not over four inches of broken stone thereon over the large stone placed in the said road and they say that the whole of said road, both the gravel and stone parts, has been so poorly and imperfectly constructed that it is composed of either worthless or inferior gravel or large unbroken stone and boulders so as to form a very rough and uneven surface and to constitute a very poor and almost entirely worthless improvement.

They further say that in every part of said road it fails to comply with the order, specifications and contract for the same; that said roadway is not properly drained; that it is not graveled or stoned as ordered and required by the contract; that neither the stone or gravel is of the required depth or width and that all the material used in the same, both upon the gravel and stone part, is of an inferior and poor quality and the stones and boulders are of such large size and in such large quantities as to destroy the value of whatever good gravel or good stone has been placed upon said road and they therefore say that said roadway is not such a one as was petitioned for nor such as was ordered and contracted for and is of very little or no value at all to the community or to the persons whose lands were assessed to pay the costs and expenses of said improvement.

The said plaintiffs further say that the said road has been so far finished, accepted and paid for by said Commissioners as that the said Commissioners cannot and will not compel or require said contractors to complete the improvement according to said contract and specifications and they say it is not the intention of said Commissioners or said contractors to complete said work and construct said improvement according to the said contract and specifications but on the contrary they intend to and will leave said road unfinished and incomplete.

The plaintiffs further say that there has been assessed upon the lands owned by the plaintiff Barry A. Stewart $140.00 and upon the lands of said Abraham Brobeck

26^{00} and upon the lands of John G Warner 34^{00} and there has also been assessed upon the lands of the other parties who are united in interest with the plaintiffs in bringing this suit and on whose behalf this suit is brought as well as the said plaintiffs, large sums of money upon each and all of them; that the names of the said parties for whom this action is brought as well as the plaintiffs named herein and the several amounts assessed against them are as follows, to-wit: N M Stewart 8^{00}; J A Harriott 153^{00}; Wm H Hudson 161^{00}; Henry Brobeck 473^{00}; John McCleary 95^{00}; William Stewart 260^{00} John Hunn 953^{00}; Beverly Depp 324^{00}; James Sweeny 975^{00}; Alpheus Hedd 79^{00}; Joseph A Sweeny 300^{00}; James M Stewart 378^{00}; Landon Bishop 719^{00}; Samuel Rhuben 106^{00}.

Plaintiffs further say that there has been some changes made in the assessments as above stated and they have been unable to ascertain the exact amount; they have stated the assessments against the said several parties as near as they have been able to learn the same.

Plaintiffs say that it would be a great wrong and fraud upon them to permit any of the assessments made for the said road improvement to be collected until said improvement has been completed as prayed for and as required by the order of the said Commissioners and the contracts made therefor.

Wherefore they pray the Court for an order of Injunction restraining the defendants herein from taking any steps or doing any further act or thing whatever towards the collection of any of the assessments made upon the lands as herein before stated for the construction of said road improvement until the said work has been performed and completed according to the order of the Commissioners and the contracts made for the construction of the same and that upon the final hearing of this case, if the said work has not then been completed as required they pray that the defendants may be perpetually enjoined from collecting from these plaintiffs or either of them the assessments so levied against their said lands and for all other and proper relief in the premises.

By Worrell Ricketts & Black
& D. W. Ayers, Attys Attys.

State of Ohio,
Union County ss

Barry O. Stewart, being first duly sworn says that the facts stated and allegations in the foregoing petition are true as he believes.

Barry O. Stewart.

Sworn to and subscribed in my presence by the said Barry O. Stewart this 19th day of January, 1889.

seal

R. McCleary, Clerk

Order of Injunction was g
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Injunction allowed as prayed by the petitioners herein upon the plaintiffs giving bond for $300.00 conditioned according to law and to be approved by the Clerk of the Court of Common Pleas within and for said County of Union.

Leonidas Piper,
Probate Judge.

Order of Injunction

Afterward, on the 19th day of January, 1889, Order of Injunction was filed with the Clerk of said Court.

Barry O. Stewart, Abram Brobeck & John L. Warner who sue on behalf of themselves & others
vs
The Board of Commissioners of Union County & others

Before the Probate Judge.

Motion for Temporary Injunction in the Court of Common Pleas.

And now, on this 19th day of January 1889, came the plaintiffs by Powell & Ricketts & H. W. Ayres their 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 plaintiffs and the affidavits therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendants from collecting from these plaintiffs or either of them the assessments so as in the petition stated levied against them as prayed for in said petition of plaintiffs.

It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed on said plaintiffs, giving an undertaking to the said defendants conditioned according to law with security to be accepted by the Clerk of the Court of Common Pleas, in the sum of $200.00.

Leonidas Piper,
Probate Judge.

seal

Demurrer

Afterward, on the 18th day of February, 1889, a Demurrer was filed with the Clerk of said Court.

55-95 Barry O. Stewart et al
vs
The Board of County Comm. of Union County Ohio et al

Court of Common Pleas
Union County Ohio

The defendants demur to the amended petition of plaintiffs filed herein on January 19th 1889 and for ground of demurrer say:

That said amended petition does not state facts sufficient to constitute a cause of action against defendants, or either of them.

Porter & Porter, Attys for Defts.

Entry

5595

Afterward, on the 4th day of April, 1889 the following entry was made on the Journal by the Clerk of this Court.

Barry O. Stewart et al
vs
The Board of County
Commissioners et al

Journal 15. Page 91.

This day this cause came on to be heard upon the demurrer of defendants to the amended petition of plaintiffs and was argued by counsel, in consideration whereof the court find said demurrer to be well taken and sustains the same. To all of which rulings and decisions the plaintiffs then excepted, leave to amend petition in 20 days from the rising of the court.

Second Amended Petition

5595

Afterward, on the 20th day of June 1889, a Second Amended Petition was filed with the Clerk of said Court.

Barry O Stewart, Abraham Brobeck & John G. Warner, who sue on behalf of themselves & others.
vs
Board of County Commissioners of Union County, Ohio, George M. McPeck, Auditor of Union County Ohio, & William K. Leary, Treasurer of Union County.

Court of Common Pleas
Union County Ohio

These said plaintiffs, Barry P. Stewart, Abram Brobeck & John G. Warner, who bring this action as well on behalf of themselves and fourteen others hereinafter named in this second amended petition, all of whom have a common and general interest in the subject of this action, but whom it is impracticable to bring into this action and name in this second amended petition as plaintiffs, complain of said defendants & say:

That at the several dates hereinafter named they were residents of Union County, Ohio and were respectively at said dates as they still are, owners of land lying in the bounds of the free Turnpiker Road hereinafter named whose lands have been assessed for the construction of the same.

That on the 14th day of February A. D. 1887, a petition was duly filed with the Board of County Commissioners of Union County, praying for the improvement of the following described Road, to-wit:

Commencing at the terminus of the Scioto River, Union & Franklin County free Turnpiker, and beginning in the eastern line of Union County; thence west on the Marysville & Dublin Road, leading from said above named free Turnpiker on the line between the farms of M. K. & W. F. Bishop & John Munn, and westerly passing the late residence of Jacob Mowry, crossing the

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road running north and south near the school house, continuing westerly, passing the residence of J. H. Preston, the residence of Peter Hewitt and others and intersecting the Marysville, California and County Line Pike Turnpike the length of said road being about two miles & one half.

Said proposed Pike Turnpike improvement lies wholly within the County of Union and State of Ohio.

Said petition asks for the improvement of said road, grading, gravling or macadamizing the same, straightening if necessary and building bridges, culverts and necessary drains. Said improvement to be made under the two mile assessment act provided for by Title 7 Chapter 8 of the Revised Statutes of the State of Ohio and amendments thereto.

Said plaintiffs say that at the March Session A. D. 1887 of the said Board of County Commissioners of Union County, Ohio, they ordered that said improvement be made as prayed for in said petition, and on the 16th day of May A. D. 1887, the said Board of Commissioners entered into contracts for the construction of said improvement by orders made by said Commissioners for the said improvement and by the specifications which were made a part of the contract for the said work between the Board of Commissioners on the one part and the said contractor it was required that said road should be made improved by grading, ditching, culverting, straightening where necessary and building all necessary bridges and culverts; also that said road was to be smooth and evenly graded to a width of fourteen feet on each side and crowning eight inches to the center line, the grade to be overlaid with a good quality of blue limestone crushed to a size the largest pieces of which were not to exceed one and one half inches in diameter and to be uniformly spread over one side of the road-way twelve feet wide, twelve inches deep at the center and seven deep at the edge the inside edge to line with the center line of the grade, each cubic yard when hauled to the dump to be dropped on the stone already spread and then raked with an iron or steel rake on to the grade, thereby bringing the larger stones to the bottom and when leveled the stone must show no depression from center to edge but conform to a straight line.

That the whole of said road except one mile was to be so constructed and the one mile to be of good gravel of the same width with the part of the road stoned or macadamized as aforesaid, of such depth as to make a good and substantial road improvement or turn-pike.

Plaintiffs further say that thereupon after the making of the said order and contracts for the construction of the said improvement as hereinbefore stated the contractors

procrard to build the road over the lands and along the
route hereinafter drscribd. but plaintiffs say that there
has bren no such improvment made as prayed for by
the petitioners and as required by the order of the Boundy
Commissioners and by the specifications and contracts
made for the said work and the construction thereof, but
on the contrary these plaintiffs aver that the one mile of
said road which was to be gravled as hereinbefore stated
has bren constructed of a very inferior and almost worth-
less quality of material, stone and gravl; that at least one-
third of it consists of rough stone and boulders mixed
through with a considerable quantity of dirt and earth so
that the one mile which was to be gravled is rough and
uneven, containing large quantities of rough stone and
boulders so as to make a comparatively worthless road
improvment.

Plaintiffs further say that the balance of said
road which was to be constructed of broken stone as
hereinbefore stated has bren built of large quantities of
large stone placed upon the same, some of them being
at least two feet square and three to four inches through;
that a large quantity of stone was taken just as they were
blasted from the quarry or shoveled out of the run as
drift stuff. and with the said drift a large amount of
dirt and sand, and that the same was placed upon the
said road without being broken or crushed at all and
plaintiffs say that at least one-half to three-fourths of
the stone placed upon said road is largely oversize and a
very large number of the stone which part of the stone
which was called broken stone never went through a
crusher at all and that such portion of the stone as was
run through a crusher, at least one-half thereof was not
broken as required by the specifications and that even the
crushed stone which was placed on the top of said road
was not dumped and raked as required by the specifications
on contract.

They further say that instead of having the stone
in said road, as required, ten inches in the center, it was
and is so constructed that in many places there is not over
four inches of broken stone thrown over the large stone placed
in the said road and they say that the whole of said
road, both the gravl and stone parts, has bren so poorly and
imperfectly constructed that it is composed of either worthless
or inferior gravl or large unbroken stone and boulders so as
to form a very rough and uneven surface and to constitute
a very poor and almost entirely worthless improvment.

They further say that in very part of said road it
fails to comply with the order, specifications and contract for
the same; that said roadway is not properly drained, that

it is not gravled or stoned as ordered and required by the contract; that neither the stone or gravel is of the required depth or width and that all the material used in the said both upon the gravel and stone part, is of an inferior and poor quality and the stones and boulders are of such large size and in such large quantities as to destroy the value of whatever good gravel or good stone has been placed upon said road, and they, therefore, say that said roadway is not such a one as was petitioned for nor such as was ordered and contracted for and is of very little or no value at all to the community or to the persons whose lands were assessed to pay the costs and expenses of said improvement.

Plaintiffs further say that said defendants have wrongfully, willfully and against the well known and repeated objections and protests of plaintiffs and those for whom they sue and well knowing that said road was not constructed nor finished in accordance with the requirements and conditions of said contract & specifications, accepted and paid for the same and the said road is now the property of said Union County, and said contractors and their bondsmen fully discharged and exonerated from any further liability under said contract. And plaintiffs aver that said defendants as said County Commissioners have willfully neglected and refused to finish or complete said work and construct said road according to said contract and specifications or to require said contractors so to do, but have left and intend to leave for all time said road rough defective and incomplete.

The plaintiffs further say that said County Commissioners have caused to be assessed upon the lands owned by the plaintiff Barry O. Stewart one hundred and forty dollars (140.^{00}) and upon the lands of said Abram Brobeck, twenty-six dollars ($26^{00}) and upon the lands of John G Warner thirty-four ($34^{00}) dollars, and there has also been assessed upon the lands of the other parties who are united in interest with the plaintiffs in bringing this suit and on whose behalf this suit is brought as well as the said plaintiffs, large sums of money upon each and all of them.

And said defendant, George M. McCrea as Auditor of said County has placed the said assessment upon the tax duplicate of said County and the said defendants and said William H. Leary are about to and will unless restrained by an order of this Court wrongfully and willfully proceed to enforce the collection of said assessments by the sale of all of plaintiffs property whereby said plaintiffs will suffer great and irreparable loss and injury; that the names of the said parties for whom this action is brought as well as the plaintiffs named herein and the several amounts assessed against them are as follows, to-wit:--W. W. Stewart right

dollars ($8.00); J. E. Harriott one hundred and fifty-three dollars ($153.00); William H. Hudson one hundred and sixty one dollars ($161.00); Henry Brobeck four hundred and seventy three dollars ($473.00); John McInerny ninety-five dollars ($95.00); William Stewart two hundred and sixty dollars ($260.00); John Munn nine hundred and fifty-three dollars ($953.00); Everly Hepp three hundred and twenty-four dollars ($324.00); James Swerny nine hundred and seventy-five dollars ($975.00); Alpheus Heide seventy-nine dollars ($79.00); Joseph E. Swerny three hundred dollars ($300.00); James M. Stewart three hundred and seventy-eight dollars ($378.00); Landon Bishop seven hundred and nineteen dollars ($719.00); Samuel Rhuben one hundred and six dollars ($106.00):

Plaintiffs further say that there has been some changes made in the assessments as above stated and they have been unable to ascertain the exact amount; they have stated the assessments against the said several parties as near as they have been able to learn the same:

Plaintiffs say that it would be a great wrong and fraud upon them to permit any of the assessments made for the said road improvement to be collected until said road improvement has been completed as prayed for and as required by the order of the said Commissioners and the contracts made therefor:

Wherefor, they pray the Court for an order of injunction restraining the defendants herein from taking any steps or doing any further act or thing whatever towards the collection of any of the assessments made upon the lands as hereinbefore stated for the construction of said road improvement until the said work has been performed and completed according to the order of the Commissioners and the contracts made for the construction of the same and that upon the final hearing of this case, if the said work has not been completed as required, they pray that the defendants may be perpetually enjoined from collecting from these plaintiffs or either of them the assessments so levied against their said lands and for all other and proper relief in the premises

H. W. Ayres
and
Powell Owen Ricketts
and
Black
Plaintiffs Attorneys.

State of Ohio
Union County ss

Barry O. Stewart being first duly sworn makes oath that he is one of the above named plaintiffs and that the facts stated and allegations set forth in the above second amended petition are true as he verily believes.

Barry O. Stewart.

Subscribed in my presence, by the said Barry O. Stewart and by him sworn to before me, this 15th day of June, A. D. 1859.

{seal}

F. B. Milligan, Notary Public
Franklin County, Ohio.

Answer to Second Amended Petition

Afterward, on the 17th day of September, 1889, Answer to 2nd Amended Petition was filed with the Clerk of said Court.

Barry O. Stewart et al
vs
The Board of County Comm. of Union County Ohio et al.

Court of Common Pleas
Union County, Ohio

The defendants answer to the second amended petition of plaintiffs filed herein on the 20th day of June 1889 and admit;

That plaintiffs and those for whom they sue reside in Union County Ohio and are the owners of lands lying in the bounds of said road improvement and that said lands were assessed for said improvement.

And defendants admit that said Commissioners upon the proper petition ordered said road improvement to be made let the contract for making said improvement and that the contractor is progressing with the same.

And defendants deny; that they or either of them have wrongfully or willfully and against the well known and repeated objections and protests of plaintiffs and those for whom they sue and well knowing that said road was not constructed nor finished in accordance with the requirements and conditions of said contract and specifications accepted and paid for the same.

And defendants deny that they have accepted or paid for said improvement. And defendants deny that said road is now the property of said Union County and deny that the contractors or their bondsmen are discharged or exonerated from any further liability under said contracts.

And defendants deny that said County Commissioners have willfully neglected or refused to finish or complete said work and construct said road according to said contract and specifications or to require said contractors so to do; and defendants deny that they have left or intend to leave for all time or any time said road rough defective or incomplete.

And defendants deny each and every allegation made in said petition not herein specifically admitted; and defendants ask to be dismissed with their costs.

Carter & Carter,
Attys for Defts.

George M. McCracken, one of the defendants being duly sworn makes oath that the facts stated in the foregoing answer are true as he believes.

George M. McCracken.

Sworn to by George M. McCracken before me and signed by him in my presence this 17th day of September, 1889

{seal}

R. M. Leroy, Clerk.

Entry

Afterward, on the 15th day of November A. D. 1859, the following entry was made on the Journal by the Clerk of this Court.

5595 Barry O. Stewart et al
vs
Commissioners of
Union County et al

Journal 15, Page 186.

This day on motion of plaintiffs this cause is passed and delayed until the 2d day of November 1860 and at the costs of plaintiffs caused by said delay.

It is therefor considered that the plaintiffs pay the costs of said delay herein taxed at - - - $.

Entry

Afterward, on the 7th day of January, A. D. 1860, the following entry was made on the Journal by the Clerk of this Court.

5595 Barry O. Stewart et al
vs
Board of County Comm.
of Union County Ohio

Journal 15, Page 232.

This day this cause came on to be heard upon the pleadings and evidence and was argued by counsel, on consideration whereof the Court do find the equity of the case to be with the defendants, and that the plaintiffs action is not sustained by the evidence and the law of the case.

It is therefor considered that the petition of plaintiffs be dismissed at their costs.

It is therefor considered that the defendants recover of the plaintiffs their costs herein taxed at - - - $.

Notice of Appeal by plaintiffs & bond fixed at $500.00.

Attest
R. McCrory Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John F. Price Judge of said Court, of the term of March, to wit, on the 3d day of March in the year of our Lord one thousand eight hundred & ninety.

Be it remembered that heretofore, to wit, on the 28th day of January, 1890, H. Kelly filed in the Clerk's Office of the said Court of Common Pleas the following Petition against the Defendants Sarah J. Orry et al which is, to wit:

Petition 5921 H. Kelley
vs
Sarah J. Orry & Charles Orry

Union County Court of Common Pleas

Praecipe

Summons 5921

Plaintiff says that the defendant Sarah J Orry claims to be the owner and proprietor of a saloon situate in Marysville Ohio, and that she is the wife of Charles Orry who acts as her agent in the purchase of materials and the running of said saloon, and who has some interest therein as owner.

That on the 20th day of March 1889, that said Charles Orry purchased of plaintiff for sale in said saloon & in the regular line of business carried on in said saloon the following liquors to wit:

1 Bbl. Mulligan Bourbon Price $ 75.70 Brings 43 3/4 gallon at $1.75 per gal.

Also 1 Bbl. J A Clay Bourbon 46 gal. at $1.00 per gal $48.30. Total $124.00.

August 22. Upon which there is a payment of $5.00 Leaving a balance of $119.00.

Said balance is long past due and said parties fail and neglect to pay the same although often requested to do so.

Plaintiff therefor asks Judgment against said defendants for the sum of one hundred & nineteen dollars with interest thereon from the 20th day of March A. D. 1889.

J. M Kennedy, Atty. for Plaintiff.

State of Ohio
Franklin County ss

O J McNair duly authorized agent of the plaintiff H Kelley, being duly sworn says the facts and allegations of the forgoing petition are as he believes true and that they are within his personal knowledge.

O J McNair

Sworn to and subscribed before me by the said H. Kelley this the -- day of January A. D. 1890.

{seal}

D. C. Steele Notary Public
Franklin County Ohio.

Praecipe To the Clerk:

Issue summons in the within case for Sarah J. Orry and Charles Orry, directed to Sheriff of Union County Ohio. Indorse: Judgment claimed for $119.00. Interest from March 1st 1889.

J. M. Kennedy. Atty. for Plff

Summons And on the 28th day of January 1890, a summons in the following words and figure was issued in said cause indorsed as follows:

5921

The State of Ohio
Union County ss

To the Sheriff of said County:

You are hereby commanded to notify Sarah J. Orry & Charles Orry that they have been sued

by H. Kelly in the Court of Common Pleas of said Union County, and that unless they answer by the 21st day of March A.D. 1890, the petition of the said plaintiff against them filed in the Clerks office of said Court, such petition will be taken as true, and Judgment taken accordingly.

You will make due return of this summons on the 10th day of February, A.D. 1890.

Witness my hand and the seal of said Court, this 28th day of January, A.D. 1890.

{seal} A. M. Leroy, Clerk.

Indorsed: Action for money. Amount claimed $119.00 with interest from March 1st, 1887.

Sheriffs Return

5921

H. Kelly vs Sarah J. Parry & Charles Parry

Court of Common Pleas Union County Ohio.

Sheriffs Return.

Received this Writ January 28th A.D. 1890 at 1 o'clock P.M. and pursuant to its command served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 28th day of January 1890.

Service	$	45
Mileage		32
Copy		40
Return		10
Total	$1	27

Thomas Martin, Sheriff

Affirmed, on the 4th day of March 1890, an Affidavit was filed with the Clerk of said Court.

5921 H. Kelly vs Sarah J. Parry & Charles Parry

Court of Common Pleas Union County Ohio.

The above named defendant Sarah J. Parry now comes by leave of the Court, and for her answer herein says: That she admits that she is the wife of Charles Parry the co defendant herein.

She denies that she is the proprietor of a saloon in Marysville, Ohio, and as alleged in plaintiffs petition: and she denies that the said Charles Parry is her agent for the purchase of material and the running of said saloon or any saloon. And she denies that she is in any way connected with or that she has any interest or ownership in the material constituting said saloon or indebted to the plaintiff. That her husband Charles Parry is as she is informed and charges to be true, the sole owner and proprietor of a saloon located in a building with saloon fixtures of this defendants situate in Marysville Ohio.

Wherefore this defendant asks to recover her costs

herein.

W. W. Ayers, Atty. for Sarah J. Orry.

State of Ohio
Union Coundyss

Sarah J. Orry being first duly sworn says the facts stated and allegations in her foregoing pleading are as she believes true.

Sarah J. Orry.

Sworn to before me and signed in my presence by the said Sarah J. Orry this 3rd day of March 1890.

{seal} W. W. Mercland, Notary Public.

Entry — Afterward, on the 20th day of March, 1890, the following Entry was made on the Journal by the Clerk.

5921 W. Kelly
vs
Sarah J. Orry
et al Charles Orry

Journal 15, Page 252.

This day this cause came on for trial and thereupon came a Jury, towit:

1st S. E. Williams	5th Wilson Brown	9th W. W. Judy
2nd Joseph Roff	6th G. W. Welch	10th W. L. Jones
3rd Samuel McGuire	7th Abel M. Barry	11th L. A. Hedges
4th J. A. Henderson	8th Leonidas Turner	12th Quinnus Shearer.

And after hearing the evidence and charge of the Court the Jury find for the defendant S. J. Orry.

It is therefore considered by the Court that she go hence and recover her costs taxed at $.

The Court further find that the defendant Charles Orry is indebted to the plaintiff in the sum of $126 17, and that he is in default for answer to the same.

It is therefore considered by the Court that the plaintiff recover of the defendant Charles Orry said sums of $126 17 and his costs herein expended taxed at $.

Attest
R. M. Corry clerk

Olras continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Olras of the State of Ohio, before the Honorable John S. Price, Judge of said Court, of the term of March, term, on the 3 day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, term, on the 1st day of October 1889, Ann Eliza Smith filed in the Clerks Office of the said Court of Common Olras the following Petition against Jason H. Smith.

Petition Ann Eliza Smith
vs
5859 Jason H. Smith

Court of Common Olras
Union County Ohio

The said plaintiff says she was lawfully married to the defendant on the 3rd day of December 1879 at the County of Union Ohio.

That they continued to live together as husband and wife until the first day of October 1886 on which day the defendant without any just cause while the plaintiff was absent from the house removed himself and family of the children and locked the house against the plaintiff and them and there unlawfully abandoned the plaintiff and ever since that day has continued to unlawfully and wilfully abandon the plaintiff, and they have lived separately ever since that date.

That there were born to them during their said co-habitation the following children viz: Archie Smith born October 2nd, 1880., Carlie born November 16, 1881, Lula May, August 5th, 1883, Cliffy February 14th, 1885. And after said separation there was born of said marriage Harley Smith born the 23rd day of March 1887 which children are still living.

That about the 20th of October 1886 said plaintiff and defendant arranged by written agreement as to division of property by plaintiff signing deed to their land and giving up all their property in consideration that defendant paid fifteen hundred dollars and defendant has had the care of the four oldest of said children and the plaintiff hath had the care of said last mentioned child ever since said child was born.

That said agreement took no account of said child to be born and had no relation to it or its support. That about five hundred dollars of said fifteen hundred dollars was the money of this plaintiff earned by teaching before said marriage and loaned to him by her. That said fifteen hundred dollars was not a reasonable division of their property and it should in justice have been two thousand dollars, but she submitted to it and signed the

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said agreement with the hope and expectation that they would make up and cause together as husband and wife should. She says further that she has paid all the expense of the maintenance of said youngest child and said defendant has contributed nothing toward her support or that of said child except the payment of said $1500.00 as division of said property.

She says it is her desire to have the said children all under her care or some reasonable arrangement by which she can be with them or see them and she thinks the entire family of children ought to go together and be with the plaintiff or defendant with the privilege to the other to see them under reasonable regulations and therefore plaintiff prays decree of divorce and a reasonable allowance for her own support and a reasonable allowance for the past maintenance of said Minley Smith and such reasonable arrangement as to the said five children as the Court may deem best and right and for other proper relief.

J. W. Robinson,
Attorney for Plaintiff.

The State of Ohio
Union County ss

Before me came the plaintiff Ann Eliza Smith, who being duly sworn by me deposes and says she believes the allegations of the foregoing petition are true.

Ann Eliza Smith.

Sworn to before me and signed in my presence this 1st day of October, 1859.

John M. Brodrick,
{seal} Notary Public, Union County, O.

To the Clerk:

Issue summons for defendant and give copy of petition with summons.

J.W. Robinson, Atty. for Plff.

Summons

5859

And thereupon on the 2nd day of October, 1859, a summons in the following words and figures was issued in said cause indorsed as follows:

The State of Ohio
Union County, ss

To the Sheriff of Union County:

You are commanded to notify Ann M. Smith that Ann Eliza Smith has filed in the Office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition (a true copy of which is here with delivered to you to be served on him) charging him with neglect &c, and asking that she be divorced from him, and that alimony be allowed and for other proper

relief. Said petition will stand for hearing during
the term of said Court next ensuing, and Summons
from and after the service of this writ.
You will make due return of this Summons
on the 14th day of October, A.D. 1859.
Witness my signature as Clerk of our said
Court of Common Pleas, and the
seal of said Court, at Marysville this
2nd day of October, A.D. 1859.
R. McElroy, Clerk.

Sheriffs Return

And afterward, on the 8th day of October, 1859 the Sheriff of said County returned said Summons to the Clerks Office in said County, which return is as follows:

Service	$	30
Copy		30
Mileage on Writ	2	40
Mileage on Ret.	2	40
Copy on Ret.		30
Total.	$3	70

Received 9 oclock A. M. on the 2nd day of October, A.D. 1859, Served the same by leaving a certified copy of this writ together with a true copy of the petition at the usual place of residence of the within named Anson Smith, Defendant Endorsed: "Action for Divorce & Alimony". Thomas Martin, Sheriff.

Affidavit for Cross Petition

Afterward, on the 26th day of October, 1859, the following Affidavit & Cross Petition was filed with the Clerk

Ann Eliza Smith
vs
Anson H. Smith

In Union County Court of Common Pleas

The defendant now comes and for his answer to the petition of said plaintiff says:

He denies that he removed from his house without cause and denies that he wilfully or unlawfully abandoned plaintiff; and denies that no account was taken of the child to be born and denies that in making their post nuptial agreement the said parties did not provide for the support of said child to be born; and denies that $500.00 of said $1500.00 was money of plaintiff, but says that all he received from the plaintiff was $150; and denies that $1500.00 was not a reasonable division of said property; and denies that plaintiff should have had $2000.00; and denies that plaintiff submitted to said agreement with a reasonable hope of making up; and denies that plaintiff is entitled to any more money from him either as alimony or otherwise.

The defendant further says:

That the plaintiff is the daughter of John Robinson, whose estate is worth about $50.000. and the plaintiff lives with him and is one of his four prospective heirs.

That at the time said deed and written agreement

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was made the defendants whole estate would not exceed in value $4000"; and the plaintiff was expected to come into a much greater property at the death of her father, and both she and her father wanted said post nuptial agreement so fixed that the plaintiff could hold her estate free of any claim of defendant. It was therefore agreed between them that the plaintiff should keep and support the child to be born, and the defendant should take and maintain the other four children and that plaintiff should have $1500 and should be wholly released from any claim of defendant upon her estate.

The plaintiff's father was present at the time said agreement was made and said article drawn, and gave his daughter consent, the said article was drawn by the plaintiffs attorney, who in writing the same made the following clause in regard to said children viz: "and said Fison is to take the charge of all the children born to said parties from said marriage", but said attorney was notified that he had not expressed the agreement as the said Fison was only to take charge of the four children then born, and the said Mrs Eliza was to care for the child to be born.

Said attorney then undertook to make the proper correction and interlined after the word children the word "now", but failed to make the full provision, and this defendant did not discover the mistake until this suit was brought but at the time said agreement was signed both plaintiff and defendant supposed it contained their full agreement.

The plaintiff says by said agreement he released all his interest both in the present and future in the property of plaintiff and agreed to never make any claim to the same. He also says that he has in good faith carried out his part of said agreement; that he has paid the plaintiff the said sum of $1500", and has taken said four children, and provided for them ever since said article, and that although the plaintiff has had plenty of money and is living with her father who is rich, neither she nor he have since the said article was drawn ever given to either of said four children one pennys worth of anything.

This defendant avers that said post nuptial agreement was fair and reasonable so far as the plaintiff was concerned, and she having had the benefit of the same should not now be permitted to disregard its obligations.

By way of Cross-Petition the defendant says:

that he has been a resident of the State of Ohio for more than one year last past and that he is now a bona fide resident of the said County of Union.

That on the 3rd day of December 1879 he was married to the plaintiff and that there has been born as the result of said marriage relation the children mentioned in the petition.

The said defendant has always conducted himself as a kind and provident husband but the said plaintiff notwithstanding her duties as a wife and mother has been guilty of gross neglect of duty in neglecting her children and her household duties; and in going away and staying all night leaving the defendant sick, and said children without care; and in withholding from the defendant the kindness and affection due from a wife; and in abusing, scolding and ill-treating the defendant and said children; and in the general neglect of her household duties and failing to conduct herself as a wife should.

The plaintiff has also been guilty of extreme cruelty in her treatment of defendant and her abusive language toward him. The plaintiff has been guilty of wilfull absence for more than three years.

Wherefore the defendant prays that said post nuptial agreement may be so reformed as to show the real agreement between said parties, and that he may have a divorce from said plaintiff, and the custody of said children may be confirmed by decree of Court as the said parties in their post nuptial agreement provided, and for all proper relief.

J. L. Cannon &c
Porter & Porter,
Attorneys for Defendant.

Reply

Afterward, on the 8th day of November, 1884, a Reply was filed with the Clerk of said Court.

5853 Anne Eliza Smith
vs
Fuson H. Smith

Court of Common Pleas
Union County Ohio.

The said plaintiff for reply to the defendants answer says she denies that there was any omission in said writing by any mistake and says that as to the child then unborn the plaintiff understood at the time that if it lived and she supported it that the defendant would be liable for its support and maintenance and therefore she refused to have said agreement bind her to its support out of said $1500.

She further says that said Fuson Smith filed his petition for divorce in this Court for divorce against

the plaintiff alleging the same causes for grounds of divorce as he has done in his cross petition and on full hearing by the Court aforsaid said petition was dismissed by this Court on its merits and therfore he cannot make the same charges the grounds of divorce in this action.

J.M. Robinson, Attorney for Plff.

The State of Ohio
Union County ss

Ann Eliza Smith being duly sworn deposes and says she believes the allegations of the forgoing Reply are true.

Ann Eliza Smith.

Sworn to befor me and signed in my presence this 8th day of November, 1859.

seal

A. McCleary, Clerk
By W.M. Winget, Deputy.

Entry

Afterward, on the 18th day of March 1870, the following Entry was made on the Journal by the Clerk of this Court.

5557 Ann Eliza Smith
vs
Anson H. Smith

Journal 15, Page 273

This cause came on this day to be heard on the petition, the answer of the defendant and the evidence, and on consideration thereof the Court finds that the plaintiff, at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties were married as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of wilfull absence for three years next preceding the filing of said 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 Ann Eliza Smith and Anson H. Smith be, and the same hereby is dissolved, and both parties are released from the obligations of the same.

And the Court finds that the sum heretofore paid by defendant to plaintiff is a just and fair portion of his estate and no further alimony is allowed.

It is further ordered that the custody, care, education and control of the said youngest child Merly Smith be, until further order, confided to the plaintiff, and the said plaintiff is hereby charged with all responsibility in regard to the care, nurture, education, maintenance and

and support, and the said defendant is wholly released from any obligation to support the said child and is entitled from any interest on account of said child, but may visit the same at reasonable times not oftener than once in two months.

It is further ordered that the custody, care, education and control of the other children of said parties to wit: Archie, Bertie, Lula May and Clifton be, until the further order hereof confided to the defendant, and the defendant is charged with the maintenance and support of the same, and the plaintiff is released from any and all obligations on account thereof.

It is further ordered that said plaintiff have the privilege during any part of a week before the end of every alternate month to take said children or either of them to her home and care for them but not beyond the first day of the next succeeding month. But said plaintiff shall be at all expense of said children while so in her custody and under her care and shall return said children to the custody of the plaintiff at the expiration of the time herein named.

Said plaintiff may first take said children under this decree the last week in April next and retain them until the first day of May next.

It is further ordered that each party pay one-half the costs made in this action and that this cause be left off the docket but retained for the purpose of making further order in regard to said children as occasion may require.

Attest
R. M. Conn clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John F. Price, Judge of said Court, of the term of March, to wit, on the 3d day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit, on the 18th day of March, 1881, Samuel Taylor filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Thomas J. Silbury, Administrator etal.

Petition 5781

Samuel Taylor
vs
Thomas J. Silbury, Admr. of Estate of Samuel E. Taylor dec'd. et al Cynthia A. Taylor

Court of Common Pleas
Union County, Ohio.

On the 1st day of March 1858 letters of administration on the estate of Samuel D. Taylor, thereafter deceased, were by the Probate Court of Union County Ohio, duly issued to the defendant, Thomas J. Kilbury, who thereupon qualified and entered on his duties as such Administrator
First Cause of Action.

The defendant, Thomas J. Kilbury, as such administrator, the sum of six hundred and thirteen dollars and seventy-five cents ($613.75) which he claims with interest at six per cent per annum from January 1st, 1879.
Second Cause of Action.

There is due plaintiff on the note a copy of which is hereunto attached marked "Exhibit A" and made a part of this petition, from defendant Thomas J. Kilbury, as administrator, the sum of six hundred and thirteen dollars & seventy-five cents ($613.75) which he claims with interest at six per cent per annum from January 1st, 1880.
Third Cause of Action.

Also there is due on said note a copy of which is hereunto attached and marked "Exhibit A" made part of this petition, the sum of six hundred and thirteen dollars and seventy-five cents, which he claims with interest at six per cent per annum from January 1st, 1881.
Fourth Cause of Action.

Also there is due on said note, a copy of which is hereunto attached and marked Exhibit "A" and made a part of this petition, the sum of six hundred and thirteen dollars and seventy-five cents, which he claims with interest at six per cent per annum from January 1st, 1882.
Fifth Cause of Action.

Also there is due on said note, a copy of which is hereunto attached and marked "Exhibit A" and made a part of this petition, the sum of six hundred & thirteen dollars and seventy-five cents, which he claims with interest at six per cent per annum from January 1st, 1883.
Sixth Cause of Action.

Also there is due on said note, a copy of which is hereunto attached and marked "Exhibit A" and made a part of this petition, the sum of six hundred & thirteen dollars and seventy-five cents, which he claims with interest at six per cent from January 1st, 1884.
Seventh Cause of Action.

Also there is due on said note, a copy of which is hereunto attached and marked "Exhibit A" &

made a part of this petition, the sum of six hundred and thirteen dollars and seventy-five cents, which he claims with interest at six per cent per annum from January 1st, 1885.

Eighth Cause of Action.

Also there is due on said note a copy of which is hereunto attached and marked "Exhibit F" and made a part of this petition, the sum of six hundred and thirteen dollars and seventy-five cents, which he claims with interest at six per cent per annum from January 1st, 1886.

Ninth Cause of Action.

Also there is due on said note, a copy of which is hereunto attached and marked "Exhibit F" and made a part of this petition, the sum of six hundred and thirteen dollars and seventy-five cents, which he claims with interest at six per cent per annum from January 1st, 1887.

Tenth Cause of Action.

Also there is due on said note, a copy of which is hereunto attached and marked "Exhibit F" and made a part of this petition, the sum of six hundred and thirteen dollars and seventy-five cents, which he claims with interest at six per cent per annum from January 1st, 1888.

Eleventh Cause of Action.

On or about October 2d, 1882, said Samuel A. Taylor, then in full life, of whom Thomas T. Kilbury is administrator, rented from said plaintiff, Samuel Taylor a farm known as the Kile Farm, and all the land of the said Samuel Taylor east of said Kile Farm, being about one hundred acres of land for the term of five years at a rental of three hundred dollars ($300.00) per year. There is due said plaintiff on said rent the sum of fifteen hundred dollars ($1500.00) from the administrator Thomas T. Kilbury, which he claims together with interest at six per cent per annum on three hundred dollars from October 2d, 1883. Further does he claim interest on three hundred dollars at six per cent. per annum from October 2d 1884. Further does he claim interest on three hundred dollars at six per cent. per annum from October 2d, 1885. Further does he claim interest at the rate of six per cent per annum on three hundred dollars from October 2d, 1886. Further does he claim interest on three hundred dollars at the rate of six per cent per annum from October 2d, 1887.

However there should be a credit of three hundred and fifty dollars ($350.00) which reduces the 11th Cause of Action by that sum, together with interest at six per cent per annum

from April 1st, 1883, for which said three hundred and fifty dollars with accruing interest said defendant, Thomas J. Kilbury should be credited.
Twelfth Cause of Action.

On or about the 1st day of October, 1883 said plaintiff, Samuel Saylor sold and delivered to the said Samuel E. Saylor, then in full life, and at said Samuel E. Saylor's request, of which said Thomas J. Kilbury is administrator, one hundred and sixty (160) bushels of corn at forty cents per bushel, for which sum of sixty-four dollars together with interest at six per cent per annum from said October 1st, 1883, this defendant Thomas J. Kilbury, as such administrator, is indebted to plaintiff Samuel Saylor.

The foregoing claims duly verified were presented to and allowed by said Thomas J. Kilbury, as such administrator, before any part of the same were paid, Court, January 21st, 1884.

Lucretia A. Saylor, as widow of Samuel E. Saylor filed in the Probate Court of Union County Ohio, a written requisition on said Thomas J. Kilbury to reject said claim and also gave bond to pay costs and expenses if said claim should be finally allowed & thereupon said Court notified said administrator to reject said claims and the same was done

The said Samuel E. Saylor died intestate leaving children and heirs of his body and Lucretia A. Saylor is not an heir or creditor of said estate.

The plaintiff asks judgment against said Thomas J. Kilbury as such administrator upon his said several causes of action in the gross sum of nine thousand five hundred and eighty-two 39/100 dollars and for all proper relief.

Howard E. Black
& J. E. Cameron, Attorney for Plaintiff

State of Ohio
Union County ss

Samuel Saylor, being first duly sworn on oath, says that he is the above named plaintiff and that the facts stated and allegations in the foregoing petition are true as he believes.

Samuel Saylor.

Sworn to and subscribed before me by the said Samuel Saylor this 16th day of March, 1887.

W. D. Andrews, J. P.

Exhibit A.

$ 61 37½ , May 16th, 1878.

For value received I promise to pay

" Samuel Taylor Six thousand, one hundred and thirty
" seven and 50-100 dollars to be paid in ten (10) equal
" annual payments on the 1st day of January A. D. 1879
" 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, & 1888 without interest
" Samuel D. Taylor

Praecipe To the Clerk:

5781 Issue summons for the within named defendants directed to the Sheriff of Union County and returnable according to law. Endorse: Amount of claim $9582.39 & interest.

Summons And on the 18th day of March 1879, a summons in the following words and figure was issued in said cause endorsed as follows:

5781 The State of Ohio, Union County } To the Sheriff of said County.

You are hereby commanded to notify Thomas J. Kilbury, Administrator of Samuel Taylor, deceased, & Cynthia Taylor that they have been sued by Samuel Taylor in the Court of Common Pleas of Union County and must answer by the 20th day of April A. D. 1879, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the first day of April A. D. 1879.

Witness my hand and the seal of said Court this 18th day of March A. D. 1879.

{Seal} A. McCleary, Clerk.

Endorsed: Action for Money. Amount claimed $9582.39 & interest.

Sheriff's Return And afterward, on the 1st day of April 1879, the Sheriff of said County returned said summons to the Clerk's Office in said County which return is as follows

Ser. & return	$	45
Mileage	2	40
Copy		40
Total	$3	25

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

Received this Writ March 15th A. D. 1879, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to the within named defendants on the 23rd day of March 1879.

Thomas Martin, Sheriff.

Answer And afterward, on the 23rd day of May, 1879, Answer was filed with the Clerk of said Court.

5781 Samuel Taylor
vs
Thomas J. Kilbury, Admr. of the estate of Samuel D. Taylor decd. & Cynthia S. Taylor.

Court of Common Pleas
Union County Ohio

Answer.

And now come the defendants, Thomas J. Kilbury, as

administrator of the estate of Samuel E. Taylor, deceased and Cynthia A. Taylor and for their answer to the plaintiffs petition say:

That they admit that Samuel E. Taylor departed this life on or about the 13th day of December, A.D. 1887, & that Thomas J. Kilbury has since said date been appointed administrator of his estate by the Probate Court of Huron County, Ohio, and that letters of administration have been duly issued to him, and that he has ever since and still is the acting and duly qualified administrator of said estate:

Defendants further say that they admit that the claims set out in the several causes of action in plaintiffs petition were presented by the said to the said Thomas J. Kilbury, as administrator for allowance and that upon the defendant Cynthia A. Taylor giving bond and filing her written requisition on said Thomas J. Kilbury in the Probate Court of Huron County to reject said claims, the same were thereupon rejected by said administrator as averred in said petition.

Defendants further admit that said Samuel E. Taylor died intestate leaving three (3) children and the said defendant Cynthia A. Taylor, his widow, who are his next of kin and heirs-at-law under and by virtue of the Statutes of the State of Ohio in such cases made and provided.

The defendants further say that notwithstanding the above admissions they deny each and every averment and allegation set forth in the said plaintiffs petition and having fully answered they ask to be dismissed with their costs herein expended.

By Powell, Avery, Rickette & Black
& Cole & Cable
& W. W. Merchant,
Attorneys for Defendants

State of Ohio
Franklin County ss.

Cynthia A Taylor, being first duly sworn makes oath that she is one of the above named defendants and that the denials, facts stated and allegations set forth in the above answer are true as she verily believes.

Cynthia A Taylor.

Subscribed in my presence, by the said Cynthia A. Taylor and by her sworn to before me, this 20th day of May, A.D. 1889.

J. M. Firestone
Notary Public

{seal}

Motion — Afterward, on the 5th day of June, 1889, a Motion was filed with the Clerk of this Court.

5781 Samuel Taylor
vs
Thomas J. Kilbury
Adm. et al

Court of Common Pleas
Union County, Ohio

Now comes the defendant Cynthia A Taylor and moves the Court to require the plaintiff to give security for costs in this cause on the ground that said plaintiff is a non-resident of this Union County, Ohio.

Colt & Bates &
Powell, Winn, Ricketts & Black
Attorneys for Cynthia A. Taylor.

Marysville, Ohio
June 5th, 1889.

Affidavit — Afterward, on the 5th day of June, 1889, Affidavit was filed with the Clerk of this Court.

Samuel E. Taylor
vs
T. J. Kilbury et al

Union County Court of Common Pleas.

State of Ohio, Union County ss:

Cynthia A. Taylor, being first duly sworn according to law says she is one of the defendants in the above entitled case and that she can not safely proceed to trial thereof at the present term and asks that said case be continued to the next term of this Court for the following reasons to wit: She says that this action was commenced on the 18th day of March 1889; that she was unable to and did not retain any of the counsel now engaged in said case in her behalf, until about the 4th of May 1889 and one firm of counsel on which she relies to a considerable extent to protect her rights was not retained until about the 20th of May 1889; that ever since this case was commenced and before she has been in feeble health and under the care of the doctor and physically unable to give the time and labor necessary to a full preparation of her defense or to give the matter any such attention as the magnitude of the interests involved requires.

She further says that she has three children living aged respectively ten years, eight years, and five years and that she is their legally appointed guardian and in their behalf as well as her own she asks for time and opportunity to prepare her defense herein in order to save for them so far as may be just the property they have inherited from their father, the said Samuel E. Taylor, deceased.

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Amended Answer

Answer

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She further says that William Whitter, William Allen, Ross Mowry, the Auditor of Madison County, Ohio, Mr J. Conner and others, all residents of Madison County Ohio and material witnesses for her in the above action without whose testimony and for want thereof she can not safely proceed to trial are absent from this, and it will necessarily require some time to procure their depositions; that Wesley Robinson who is a resident of Franklin County, Ohio, is a material witness for her whose testimony will have to be taken by deposition and without which she can not safely proceed to trial; that one Mr. Walters who was formerly a resident of Marysville Ohio, but before the commencement of this suit removed to some place unknown to affiant is a material witness for her and without whose testimony and for want thereof she can not safely proceed to trial; she has made as diligent search as her health and means would permit to ascertain his present residence and hopes to succeed by the next term of this Court in procuring his testimony.

She further says that she has only learned within the last two weeks that said Wesley Robinson had any acquaintance with the facts of the case material to her and did not know until advised by counsel that the testimony of many of the persons above named would be material and important for her, and further affiant says not.

Cynthia A. Taylor.

Sworn to and subscribed before me this 5th day of May, 1859.

W. B. Malin, J.P.

Entry

Afterward, on the 8th of June, 1859 the following Entry was made on the Journal by the Clerk

5781 Samuel Taylor
vs
Thomas T. Kilbury

Journal 15. Page 157.

This cause is continued on motion and showing of defendant Cynthia A Taylor and at her cost.

It is therefore considered and adjudged that the plaintiff recover of the defendant Cynthia A Taylor, his cost herein expended taxed to $- - .

Amended Answer

Afterward, on the 14th day of November, 1859 Amended Answer was filed with the Clerk of this Court.

5781 Samuel Taylor
vs
Thomas T Kilbury, Admr. of estate of Samuel W. Taylor decd. & Cynthia A. Taylor.

Amended Answer

And now comes the defendants, Thomas J. Kilbury, as administrator of the estate of Samuel E. Saylor, deceased, and Cyrillia A. Saylor, and for their amended answer to the plaintiffs petition say:

1st Defence. For that they admit that Samuel E. Saylor departed this life on or about the 13th day of December 1857, and that Thomas J. Kilbury has since said date been appointed administrator of his estate by the Probate Court of Union County, Ohio, and that letters of administration have been duly issued to him and that he has ever since been and still is the acting and duly qualified administrator of said estate.

Defendants further say that they admit that the claims set out in the several causes of action in plaintiffs petition were presented by the plaintiff to the said Thomas J. Kilbury as administrator for allowance and that upon the defendant Cyrillia A. Saylor giving bond and filing her written requisition on said Thomas J. Kilbury in the Probate Court of Union County to reject said claim, the same were thereupon rejected by said administrator as averred in said petition.

Defendants further admit that said Samuel E. Saylor died intestate leaving three children and the said defendant Cyrillia A. Saylor his widow, who are his next of kin and heirs at law under and by virtue of the Statutes of the State of Ohio in such case made and provided.

The defendants further say that with the exception of the above admissions they deny each and every averment and allegations set forth in the said plaintiffs petition.

2nd Defence. The defendants further answering to the first two causes of action in the petition stated say that on or about the 16th day of May 1878 the said plaintiff Samuel Saylor conveyed by deed of general warranty to his son the said Samuel E. Saylor, deceased, the following described land situate in Union & Madison Counties, Ohio, and in the Township of Darby in Madison and Jerome in Union and bounded and described as follows:

First Tract. Beginning at a large elm and bur oak easterly corner to Survey No. 3743: thence S. 54½ W. 140 26/100 poles to a stone in the line of Abram Earys land: thence N. 36. W. 107 poles and 22 links to a stone corner of Sardins Wards land: thence N. 54½ E. 140 poles and 14 links to a stone: thence S. 36° - 10' E. 108 poles and 17½ links to the beginning containing ninety-one acres more or less.

Second Tract. Also another tract of land situated in the Counties of Madison and Union in the State of Ohio, and in the Township of Darby and Jerome and part of Survey No. 5167 &c

bounded and described as follows, towit;

Beginning at a stone, formerly a white elm and burr oak and southeast corner to Survey No 3743; thence N 34¾ W. 100 poles to a stone in the center of the county road (formerly 2 sugar trees); thence with said road N. 56½ E. 180 poles to a burr oak and two hickories now gone; thence 34¾ E 110 poles to a stone in the original thence S 56½ W. 180 poles to the beginning containing one hundred and twenty two ½ acres more or less.

The date of said deed is May 16th. 1878 and it is recorded in Volume 46, Page 17 of the Union County Deed Records.

The consideration stated in said deed was $6137.50.

Defendants further say that said land was conveyed by plaintiff to said Samuel E. Taylor under the circumstances and for the consideration following towit: Prior to and about the time of the execution of said deed the said Samuel E. Taylor deceased was intending and preparing to remove from the State of Ohio to the State of Kansas for the purpose of taking up his permanent place of residence there.

His father the plaintiff greatly objected to his moving West for this reason among others that he was the only son and he did not want him to move to a distant part of the country and in order to induce him to remain proposed to give and convey to him, said Samuel E. the above described land in fee-simple upon the condition that he would stay in this State and occupy and use said land and continue his residence near plaintiff.

The said Samuel E. accepted the proposition and the said deed was executed and delivered to him by plaintiff and he, said Samuel E. continued to reside near plaintiff and occupied said land until his death as above stated. When the said deed was executed as aforesaid the plaintiff desired to have a consideration stated therein in the sum of $6132.50, being $50.00 per acre for the 122½ acre tract above described and that said Samuel E. should give him a note for that amount for the sole purpose of showing that it was given by way of advancement out of his estate and in order that his other children and members of his family should not be dissatisfied, the said ninety-one acre tract bring an absolute gift, and the said Samuel E. afterwards in compliance with his fathers wishes did execute a note for said amount and deliver to plaintiff, but it was understood and agreed between the parties thereto that it was

never to be collected but was to remain in the possession of plaintiff merely as an evidence of such advancement, and that the real consideration for said land was the agreement of said Samuel E. to remain in Ohio to be near his father the plaintiff in his old age and sickness, he was suffering at the time from a serious accident, which agreement the said Samuel E. fully and faithfully performed on his part.

3d Defense. Defendants further answering to the first two causes of action in the petition contained say that the said Samuel E. Saylor sometime after the execution of said deed became afflicted with an incurable disease, viz: the consumption, and plaintiff knowing his mental and physical weakness began to press him for money and payments on said note, especially about tax paying time, and said defendant Cynthia A Saylor is informed and believes and therefore avers that said Samuel E. did pay plaintiff large sums of money, that about the ---- day of ---- he paid $1400 and that at the time of his death there was only about $300 00 of said note unpaid although nothing was justly due thereon according to the agreement between said Samuel E. and plaintiff.

4th Defense. As to the claim in the petition for rent Defendants say that the use of the land for which the charges is made in the 1st cause of action was given to said Samuel E. Saylor by plaintiff and that plaintiff never intimated that he intended to claim pay therefor or that he considered it other than a gift until after the death of said Samuel E.

Powell, Avon, Ricketts & Black
& Cole & Dake
Attorneys for Defendants.

State of Ohio,
Union County ss

Cynthia A. Saylor, being first duly sworn according to law, says she is one of the plaintiffs above named and that the facts stated and allegations contained in the foregoing answer are true as she believes.

Cynthia A. Saylor.

Sworn to and subscribed before me this 14th day of November 1889.

{Seal} R. McElroy, Clerk.

Demurrer

Entry

5781

Reply

5781

Demurrer

Afterward, on the 18th day of November, 1859, a Demurrer was filed with the Clerk of this Court

Samuel Saylor
vs
Thomas S. Silbury et al
Union County Court of Common Pleas

The said plaintiff Samuel Saylor now comes and demurs to the second ground of defense set up in the amended answer filed herein on the 14th day of November 1859. and verified by said Cynthia A Saylor and for grounds of demurrer says:

That facts sufficient to constitute a defense to the petition are not contained in said second ground of defense.

That the allegations set forth in said second ground of defense are insufficient and incompetent in law to make a defense to the note set forth in the plaintiffs petition.

J. L. Cameron & Co
Howard Black
Attorneys for Plaintiff.

Entry

Afterward, on the 19th day of November, 1859, the following Entry was made on the Journal by the Clerk

5781 Samuel Saylor
vs
Thomas S. Silbury
as Adm'r &c
Journal 15, Page 191.

This day came this cause on to be heard upon the demurrer of the plaintiff to the second defense set up in the amended answer of the defendant Cynthia A. Saylor for reasons in said demurrer stated.

On consideration whereof the Court being fully advised in the premises sustained said demurrer.

To which ruling of the Court the said defendants excepted.

Thereupon said defendant Cynthia A Saylor asked and had leave to file an amended answer by Thursday morning of this week.

Reply

Afterward, on the 26th day of November, 1859, Reply was filed with the Clerk of this Court.

5781 Samuel Saylor
vs
Thomas S. Silbury, et al
Union County Court of Common Pleas

The said plaintiff now comes and for answer to the third defense set up in the answer of the defendant Cynthia A. Saylor says:

That he denies that any money was ever paid by said Samuel A. Saylor to apply on said note and denies that any payments were

wer made thereon, and says that there are no credits or payments thereon.

And for reply to the fourth ground of defense set up in said answer the said plaintiff says that he denies that the use of said lands were given to said Samuel & Taylor, and denies that he did not intend to charge for the use of the same, and denies that he ever considered it as a gift to said Samuel & Taylor.

Wherefor plaintiff prays as he has already prayed in his petition.

J. L. Cameron &c
H. Black, Attorneys for the Plaintiff.

The State of Ohio,
Union County ss

J. L. Cameron being sworn says: that he is one of the attorneys for said plaintiff duly authorized in the premises, and that said plaintiff is a non resident of said County of Union, and that the facts stated and allegations made in the foregoing reply are as affiant believes true.

J. L. Cameron.

Sworn to before me and signed in my presence this 26th day of November, 1887.

{seal}

R. McElroy Clerk
By W. M. Winget Deputy

Entry

Afterward, on the 6th day of December, 1887, the following Entry was made on the Journal by the Clerk

5781 Samuel Taylor
vs
Thomas J. Kilbury et al

Journal 15, Page 237.

This day came the parties and thereupon came a Jury to wit:

1st Nesbit January
2nd Joseph Norris
3rd Stephen Long
4th Wm Leroy
5th L. L. Warbs
6th W. H. Bennett
7th Baird Ora
8th Bradley Sprague,
9th R. M. Findley
10th R. H. Olds
11th Wm Jordon
12th John S. Cartwell

who to speak the truth upon the issues joined were duly impanelled and sworn. Thereupon again came the parties and the Jury impanelled and sworn as aforesaid, and by consent of the parties one of the said Jurors is withdrawn from the panel and the residue of the said Jury is discharged from further consideration of the case, and the cause continued.

Supplemental Answer

Afterward, on the 8th day of March, 1890. Supplemental Answer was filed with the Clerk of this Court.

Samuel Taylor
vs
S. S. Kilbury Admr. et al

Union County Court of Common Pleas

Now comes S. S. Kilbury as administrator of

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the estate of Samuel C Saylor, deceased, and Cynthia A Saylor and for their supplemental answer to plaintiffs petition, leave of Court first having been obtained to file same, say that since the commencement of this action and since defendants answer and amended answer and plaintiffs rights thereto were filed the said plaintiffs and defendants have compromised and settled this case as follows: Said compromise was effected on or about the 6th day of December 1887 and it was then agreed between the parties hereto that the said Samuel Saylor plaintiff should take Judgment herein without opposition and by consent of the defendants in the sum of $6137.50 in full of all his claims and demands against the estate of said Samuel C. Saylor, deceased in his petition set forth. And a Jury having been impaneled and sworn in this Court on said day to try this cause and the same afterwards having been settled as aforesaid by consent of parties our Juror was withdrawn from the panel and the residue of said Jury was discharged from the further consideration thereof and thereupon at the request of one of the plaintiffs attorneys the Court noted upon his docket opposite the title of this case as follows; "December 6th, 1887 Juror withdrawn and cause submitted to the Court. Judgment for plaintiff for $6137.50 & costs and defendants consented thereto.

The defendants say that the said minute of the Court on his docket contains an accurate statement of the terms of said settlement and that they have fully complied with their part of said agreement and admit that the estate of Samuel C Saylor deceased is indebted to plaintiff in the sum of $6137.50 and costs up to December 6th, 1887 & including said date.

Wherefor defendants ask that Judgment be rendered against said S S Kilbury as the administrator of Samuel C Saylor, deceased for $6137.50 for costs to and including December 6, 1887, and interest and for no more, that said compromise and agreement of settlement be enforced as made and for such other relief legal and equitable as may be proper.

Cole & Cole

Attorneys for defendants.

State of Ohio,
Union County ss

Cynthia A Saylor, being first duly sworn according to law says the facts stated & allegations in supplemental answer are true as she believes.

Cynthia A Saylor.

Sworn to and subscribed before me this 7th day of March 1890. {seal} J. S. Black, Notary Public.

Motion — Afterward, on the 11th day of March, 1890, a Motion was filed with the Clerk which reads as follows:

5781 Samuel Taylor vs Thomas S. Kilbury et al | Union County Court of Common Pleas.

The defendant S. S. Kilbury moves the Court for an order striking his name from the answer and supplemental answer filed herein and for grounds of his motion says:

That he never authorized the use of his name in said answer or supplemental answer: That he does not believe the statements therein made to be true: That as Administrator of Samuel E. Taylor he carefully considered and upon consideration believes and admitted the claim of said plaintiff as a just claim against the said estate of Samuel E. Taylor: That he still believes he did right in so doing.

He further says that said Cynthia S. Taylor filed her bond in the Probate Court to protect the estate of Samuel E. Taylor from cost in contesting said claim and that she alone is making the defense, and the use of the name of said Thomas S. Kilbury is wholly unauthorized.

S. S. Kilbury

State of Ohio
Union County ss.

Thomas S. Kilbury, being sworn, says the facts stated as the grounds of the foregoing motion are true as he believes.

S. S. Kilbury.

Sworn to and subscribed to in my presence this 10th day of March, 1890.

{seal} J. S. Slack, Notary Public

Entry

Afterward, on the 12th day of March, 1890, the following

5781 Entry was made on the Journal by the Clerk of this Court.

Samuel Taylor vs Thomas S. Kilbury et al | Journal 15, Page 266

On motion it is ordered that the name of Thomas S. Kilbury be struck from the answer and supplemental answer.

Entry

Afterward, on the 12th day of March, 1890. the following

5781 Entry was made on the Journal by the Clerk of this Court.

Samuel Taylor vs Thomas S. Kilbury as Admr. of Samuel E. Taylor, decd. | Journal 15. Page 266.

This day came the parties and settled this

case as follows: The said plaintiff releases all claims upon the 11" and 12" causes of action and also the interest upon the note mentioned in the petition prior to November 4". 1859 and in consideration thereof said Cynthia A. Taylor withdraws her objection to Judgment upon said note with interest from November 4", 1859.

Thereupon said parties waived the calling and impanelling of a Jury and submitted this cause to the Court for Judgment upon said settlement. And by consent of the parties the Court find that there is due to the said Plaintiff from said Thomas J. Kilbury as administrator of the estate of Samuel A. Taylor upon the promissory note described in said petition the sum of six thousand one hundred and thirty seven $\frac{50}{100}$ dollars with interest from November 4" 1859.

It is therefore considered and adjuged by the Court that the plaintiff recover of the defendant Thomas J. Kilbury as the Administrator of Samuel A. Taylor the said sum of six thousand one hundred and thirty-seven $\frac{50}{100}$ dollars and the interest thereon from November 4", 1859, bring the sum of principal and interest, all $6260.25.

And it is further ordered that the said Cynthia A. Taylor pay the costs of the proceeding taxed at --- $ and in default of payment that execution issue therefor.

Atteste W. M. Covey Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court, of the Term of March, towit, on the 3" day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, towit, on the 8" day of November, 1889, C. Aultman & Company filed in the Clerks office of the said Court of Common Pleas the following petition against Philip Myers etal.

Petition 5889.

C. Aultman & Co. a corporation
under the laws of Ohio
vs
Philip Myers, A. M. Scott & Bro.
a firm doing business in Ohio

Petition to enforce Sale of Mortgaged Chattels & for other relief.

The plaintiff says it is a company duly incorporated under the laws of Ohio, with its principal

office and place of business at Canton, Stark County, Ohio
and that on the 3rd day of December A. D. 1885, by the
consideration of L. B. Thompson, then a duly qualified
Justice of the Peace, in and for Moore Township, in this
County and State, having jurisdiction in the premises,
plaintiff recovered a judgment against the defendand
Philip Myers for the sum of $83.85 and costs of suit taxed at
$1.85 and interest at 8%.

Shere has been paid upon said judgment $3.35
December 22nd 1885 and no more; and there have been
paid by this plaintiff, C. Aultman & Co. costs and
expenses in obtaining said judgment, which are legally
payable against the defendant Philip Myers, the sum
of $26.57

On the 19th day of October A. D. 1889, an execution
was duly issued on said judgment and was levied
upon the following goods and chattels of said Philip
Myers, town: One Massilon Separator, one 2 horse wagon
one Hill Wood saw, one set of double harness, one side bar
top buggy, one Keuber engine, 120 feet of rubber belt, one
clover huller attachment and one sorrel horse 6 or 7 years
old, which levy still subsists.

The defendant A. M. Scott & Bro. a firm formed
for the purpose of doing business in the State of Ohio, set
up a claim to said goods and chattels so levied on by
reason of an alleged chattel mortgage purporting to be
made by said Philip Myers to said A. M. Scott & Bro.
February 5th, 1887 and also another chattel mortgage dated
December 17th, 1888. and also one dated March 13th 1889, and
filed in the office of the Clerk of Moore Township in
this County. By reason of said claim plaintiff is
unable to sell said property or realize its judgment
therefrom. Said property is of greater value than
the amount of said alleged chattel mortgages.

Said mortgages are for a greater amount than is
due from said Philip Myers to said A. M. Scott & Bro.

Wherefor plaintiff asks that said A. M. Scott & Bro
be compelled to state the amount actually due on said
alleged mortgages and that an account may be taken of
the amounts due the parties hereto and that said
property may be sold and the proceeds applied to
satisfy the liens of the parties hereto and for such other
relief as is equitable.

H. W. Ayers & Co
J. H. McMath, Attorneys for Plaintiff

State of Ohio
Stark County ss

James H. McMath, being duly sworn, says he
is the attorney for the plaintiff, C. Aultman & Co. a
corporation duly authorized and doing business under the

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5889 Entry
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laws of Ohio, and that he believes the facts stated in the foregoing petition to be true.

James L. McMath.

Sworn to before me and subscribed in my presence this 1st day of November, A. D. 1859.

Nat. L. McLean,

{Seal} Notary Public, Stark County, O.

The Clerk of said Court will please issue summons for the above named defendants, returnable according to law. Endorse on writ, "Civil Action for Sale of Mortgaged Chattels and for other relief."

D. W. Ayres and
J. L. McMath, Attorneys for Plaintiff.

Summons 5889

And thereupon on the 8th day of November A. D. 1859 a summons in the following words and figures was issued in said cause indorsed as follows:

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

You are hereby commanded to notify Philip Myers and O. M. Scott and Bro. that they have been sued by C. Aultman & Co. in the Court of Common Pleas of Union County, and must answer by the 6th day of December A. D. 1859, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 17th day of November A. D. 1859.

Witness my hand and the seal of said Court this 8th day of November A. D. 1859.

{Seal} R. McCrory, Clerk.

Sheriff's Return

And afterward, on the 11th day of November, 1859 the Sheriff of said County returned said summons to the Clerk's Office in said County which return is as follows:

Ser. & Return	$	46.
Mileage	1	00
Copy		40
Total	$1	85.

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

Received this Writ November 8th A. D. 1859 at 11 o'clock A. M. and served same by delivering a certified copy thereof with the indorsements thereon to the within named defendants on the 11th day of November, 1859.

Thomas Martin, Sheriff.

Endorsed: "Action for Sale of Mortgaged Chattels and other relief."

Entry

Afterward, on the 20th day of March, 1860 the following Entry was made on the Journal by the Clerk. 5889

C. Aultman & Co
vs
Philip Myers and
O. M. Scott & Bro.

Journal 15. Page 289.

This day this cause came on to be heard on the allegations in the plaintiffs petition, the defendants Philip Myers and Am Scott & Bro. being in default for demurrer or answer herein - and was submitted to the Court. On consideration whereof the Court find that by virtue of a levy made on October 1889 on one Massilon Separator, one 2 horse wagon, one Hall Wood Saw one set double harness, one side bar top buggy, one rubber engine, 120 feet rubber belt, one clover huller attachment, and one sorrel horse 6 or 7 years old of the property of Philip Myers. that the said Aultman & Co plaintiffs have the first and best lien thereon, and adjudged that the plaintiff recover from the proceeds of the sale of said property on the Judgment alleged in his petition the sum of fifty-six $\frac{85}{100}$ dollars the amount of said judgment and costs and costs herein taxed to $.

It is therefore considered ordered and adjudged by the Court that the said plaintiff has the first and best lien for the sum of fifty-six $\frac{85}{100}$ dollars on the property of the said Philip Myers so levied as aforesaid, and that upon the sale of the same the plaintiffs lien is to be first satisfied and that the plaintiff in addition to said sum recover its costs herein taxed to $

Attest R M Bonn clerk

M. W. Ayers,
Attorney for Plaintiff

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A Price, Judge of said Court, of the term of March, to wit, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit, on the 5th day of October, A. D. 1889, Charles F. Lentz filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Catherine Kogle, to wit.

Petition 5864 — Charles F. Lentz vs Catherine Kogle — In Court of Common Pleas, Union County O.

The plaintiff says that his his cause of action is founded upon a promissory note of which the following is a copy, to wit:

$100.00 Essex, Ohio. July 26th. 1888"

Sixty months after date I agree to pay to G. J. Skidmore,

Summons

5864

" or bearr. One hundred dollars at . Value recived.
" (Signd) Catherine Nogle."
The following indorsment apprars on the back of said note, towit: "G. J. Skidmore"
There are no credits on said note, no part thereof having been paid. Plaintiff is the owner of said note, by indorsment befor due, for valu
There is due plaintiff from defendant, on said note, the sum of one hundred dollars with interest from July 26th, 1859, for which sum, with interest as aforsaid, and his costs expended in this behalf, plaintiff prays judgment against the defendant Catherine Nogle.

Jas. S. McCampbell
Attorney for Plaintiff.

The State of Ohio. |
County of Union ss |

Jas S McCampbell, being sworn, says he is the attorney for plaintiff in the above action, and duly authorized: That said action based upon a written instrument for the payment of money only which instrument of writing is now in affiants possession and that the facts stated in the foregoing petition are as he believes, true

Jas. S. McCampbell.

Sworn to and subscribed befor me this 5th day of October, A. D. 1859.

A. McCleary,
Clerk of Common Pleas.

Charles F. Lentz |
vs | Praecipe.
Catherine Nogle |

Issue summons on defendant Catherine Nogle, and indorse "Action for money only. Amount claimed $100 with interest from July 26th, 1859."

Jas. McCampbell
Attorny for Plaintiff

Summons 5864

And thereupon, on the 5th day of October, 1859, a Summons in the following words and figures was issued in said cause indorsed as follows.

The State of Ohio. |
Union County | To the Sheriff of said County

You are hereby commanded to notify Catherine Nogle that she has been sued by Charles F. Lentz in the Court of Common Pleas of Union County and must answer by the 2nd day of November, A. D. 1859, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons

on the 14th day of October, A. D. 1859.

Witness my hand and the seal of said
{seal} Court this 5th day of October, A. D. 1859.

A. McElroy, Clerk.

Endorsed: "Action for Money only. Amount claimed, $100 &c with interest from July 26th, 1859"

Sheriff's Return

And afterward, on the 12th day of October, 1859, the Sheriff of said County returned said summons to the Clerk's Office in said County which return is as follows

Service	$	30
Mileage	4	00
Copy		20
Total	$4	50

The State of Ohio
Union County

Sheriff's Return.

Received this Writ October 5th, A. D. 1859, at 10 o'clock A. M. and served same by delivering a certified copy thereof, with the indorsements thereon to the within named Catherine Noggle, defendant, on the 11th day of October, A. D. 1859.

Thomas Martin, Sheriff.

Answer

Afterward, on the 30th day of October, 1859, Answer was filed with the Clerk of this Court.

5564

C. F. Lentz
vs
Catherine Noggle

Court of Common Pleas,

And now comes the defendant Catherine Noggle and says that the plaintiff ought not to maintain his action against her because, She says that the promissory note on which this suit is brought was obtained from her by fraud and misrepresentation by Mr. J. J. Skidmore under the following circumstances to-wit: Andrew Noggle, who was the husband of the defendant was a soldier of the war of 1861 in the U. S. Service, and was entitled to an invalid pension on account of disability incurred in said service, and had made application therefor. And said Mr. Skidmore had made an affidavit in his said pension claim as his family physician.

Said Andrew Noggle died March 3rd, 1853 before said pension claim had been granted, and while the claim was still pending. And afterwards, in March or April 1855 the Pension Department, by its Special Examiner called upon Mr. Skidmore for a second affidavit in said pension claim. Whereupon said Skidmore called upon the defendant and stated to her that his additional affidavit had been called for, but that unless she would agree to give him, the said Skidmore $100&c out of her pension money when she got the same, he would not make the affidavit required. And to induce her, the defendant to sign a contract agreeing to pay him $100&c upon receipt of said pension money he told her that

without his testimony he could not get the claim allowed, but with it she would be sure of it.

Defendant says that relying on the Dr's integrity she was induced by their statements and representations to sign, and did then and there sign an agreement to pay Dr Skidmore 100^{00} for his services in making the required affidavit, and he then agreed to make the required affidavit and forward same to the Pension Office at Washington D. C. but she has no knowledge whether he did so or not.

Afterwards about the 7th day of July, 1885. said pension claim was allowed by the Pension Department and the money was paid to the defendant as the widow of said soldier, Andrew Hoggle.

And afterwards, on or about the 26th of July, 1888. said Dr. Skidmore called upon the defendant and demanded the 100^{00} called for by said written agreement and by threats of suit upon said agreement, and by threatening actions induced the defendant to sign this note sued upon in this action in pursuance to said agreement.

Defendant says there was no other or further consideration for said agreement or said note than his promise to execute an affidavit as a physician in said pension claim and forward same to Pension Office.

As a second ground of defense, the defendant says that she commenced a suit in this Court against said G. J. Skidmore and his agent Thomas Martin, who was then in the possession of said note as the agent of said Skidmore, setting up the forgoing facts and praying for an injunction against said defendants disposing of said note or permitting the same to go out of their possession, and for an order requiring said note to be cancelled. That a temporary injunction was allowed by this Court in said action and service was made of the same upon said defendant Thomas Martin, but defendant Skidmore was not found. That at the time the service was made upon said Thomas Martin he was in possession of said note as the agent of said Dr Skidmore, and afterwards allowed the note to pass into the hands of plaintiff. That the plaintiff obtained said note after the commencement of said injunction suit, and is not an innocent purchaser without notice and is not the legal or lawful owner and holder of the same.

As a third defense the defendant says the only consideration paid by plaintiff for said note has a

conditional credit on a pre existing debt against the
said Mr G. J. Skidmore.

Wherefor defendant says that said note is
fraudulent and void. That the same was given for
an alleged consideration and prays that said note
may be by the order and decree of the Court declared
void and ordered cancelled, and that she may go
hence, and recover her costs.

O A Kerr. Atty. for Deft

State of Ohio
Union County ss.

Catherine S Noggle, the defendant, being
sworn says she believes the facts and allegations in
the foregoing answer to be true.

Catherine Noggle.

Sworn to before me and subscribed in my
presence, this the 19" day of October, 1889

{seal} W B Winters, Notary Public.

Reply — Afterward, on the 19" day of March, 1890, Reply
was filed with the Clerk of this Court.

5864 Charles F. Lentz.
vs
Catherine Noggle

Now comes Charles F. Lentz, plaintiff, and
for reply to the said defendants answer herein filed, says.

As to said first defense he has no knowledge of the
facts therein alleged and therefore denies the same; and
plaintiff denies each and every other allegation in the
second and third defenses of said answer contained.

Jas. S. McCampbell,
Attorney for Plaintiff.

State of Ohio,
Union County ss

Charles F. Lentz, plaintiff, being duly sworn
says the facts and allegations stated in his foregoing
reply are true as he verily believes.

C. F. Lentz.

Subscribed and sworn to before me this 19" day of
March A. D. 1890.

R. McElroy, Clerk
{seal} By W. W. Winget, Deputy.

Entry — Afterward, on the 19" day of March, 1890, the following
entry was made on the Journal by the Clerk of this Court.

Charles F. Lentz
vs
Catherine Noggle

Journal 15. Page 279.

This day came the parties, also came the
following named persons as Jurors, to-wit:

1" J. A. Henderson 3" G. K. Welch 5" Leonidas Turner
2" Wilson Brown 4" Abel M. Barry 6" M. W. Judy

7th W. Le Jarvis 9th Quinnus Shearer 11th T.J. Hodge
8th Le A Hedges 10th Caspar Rausch 12th C.C. Winget, who were duly impaneled and sworn, this cause come on for hearing on the pleadings and the evidence adduced. And said Jury having heard the evidence, the arguments of counsel and charge of the Court retired to their room for deliberation.

And now comes the said Jury into open Court with their Verdict in writing signed by their forman and say:

We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of one hundred three $\frac{83}{100}$ dollars.

W. Le Jarvis. Forman.

And this cause came on to be heard further upon the motion of the defendant for a new trial and the Court being fully advised in the premises overruled said motion.

It is therefore considered that the plaintiff Charles F. Lentz recover from the defendant Catherine Hoggle the said sum of one hundred three $\frac{53}{100}$ dollars so as aforesaid due him and his costs herein expended taxed to---$

Attest R.M. Covey clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fourth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John S. Price, Judge of said Court, of the term of March, to-wit, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that heretofore, to-wit, on the 27th day of April, 1889, Jacob Artz filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John C. Harriman, Guardian, to-wit:

Petition	Jacob Artz	
	vs	Court of Common Pleas
5795	John C. Harriman Guard.	Union County, Ohio
	of Lafayette Leivy	

The plaintiff says that the defendant is the duly appointed and qualified Guardian of the estate of Lafayette Leivy, an insane person now in the Insane Asylum at Columbus Ohio and as such Guardian is in possession of and has the management and control of the estate of said Lafayette Leivy, and the said estate consists in money notes and real estate

of the valur of fifteen hundred dollars, and is the only means the family of said Lewry have of support.

Plaintiff says that said Lafayette Lewry has a wife and two minor children, that up to June 8th, 1884 there were three children of the said Lewry. Three children were about the age of six years, four years, and two years old respectively in the fall of 1882. And that on the 26th day of September 1882 he the said plaintiff commenced taking care of and supplying said three children, towit: Albert Lewry, Emma M. Lewry and Levi Lewry and has ever since that date, boarded, clothed and cared for said three children up to the said 8th day of June 1884 - at which date the youngest towit: Levi died. And that he has boarded, clothed and cared for the other two since last mentioned date to the present time.

Plaintiff says he found said children in a destitute condition living with their mother, the wife of said Lafayette Lewry, who had no means of supporting them, except by her labor: That their father was then in said Insane Asylum and had been for about 2 years

Plaintiff says said defendant John E. Harriman was appointed guardian of said Lafayette Lewry about three years ago, and has had full possession of said estate ever since, but has not furnished anything toward the support of said children, except the sum of ten dollars worth of goods from the store and grocery of M. W. Hill of Richwood. That he, the plaintiff, has furnished clothing, ratables, school books and every necessary comfort and medical attendance & treatment they have needed or enjoyed since said 26th of September, 1882, and has not been compensated in any way for the same, except to receive the rent of some real estate in Richwood to the amount of $200.00 received from the mother of said children.

That on the 24th day of March he presented to said guardian an itemized bill for his services in supporting said children, duly verified according to law, for his allowance. That said guardian refused to allow said bill or any part thereof, but wholly rejected the same. The bill so presented and rejected is hereto attached marked "A" and made a part hereof.

Plaintiff says there is due him from the said estate of said Lafayette Lewry on said bill the sum of $770.00 with interest since said 24th day of March 1884.

Wherefor plaintiff prays judgment against said defendant John E. Herriman, guardian as aforesaid, for

Exhibit "A"

said sum of $770.00 with interest as aforesaid, and that he allow and pay the said bill from the estate of the said Lafayette Leivry so far as the same will go, and for all further and proper relief the case in equity or law may demand.

P. A. Kerr,
Attorney for Plff.

State of Ohio
Union County ss

Jacob Artz, the plaintiff, being sworn says the allegations in the foregoing petition are true as he verily believes.

Jacob Artz.

Sworn to before me and subscribed in my presence this 25th day of April, 1889.

{seal} H. W. Leander,
Notary Public

Fees - 25.

Exhibit "A"

Richwood, Ohio, March 23rd, 1889.

John A. Harriman, Guardian of the estate of Lafayette Leivry, an insane person, Dr.
To Jacob A. Artz, for boarding, clothing and caring for and supplying with all necessary school books and other necessaries the following named minor children of said Lafayette Leivry, to-wit:
Albert Leivry, since September 26th, 1882 at $1.00 per week
in all 340 weeks = $340.00
Emma M. Leivry 340 " = $340.00
Leevi Leivry to June 3rd, 1888, 300 " = $300.00
Total $980.00

By Cash, received from rent of Richwood property 4 yrs. $200.00
By goods from Wells furnished by said Guard. 10.00
Balance due March 23, 1889. $770.00

State of Ohio,
Union County ss.

Jacob A. Artz, being sworn says the above account is just, and that the charges therein are reasonable, that he has furnished board, clothing, medicine and other necessaries for the above named children of said Lafayette Leivry since the 26th day of September 1882, the present date as charged for the above account. And no payments have been made thereon except as above credited.

J. A. Artz.

Sworn to before me a Notary Public this 23rd day of March, 1889.

P. A. Kerr, Notary Public.

To the Clerk;

The Clerk will issue summons for the defendand directed to Sheriff of Union County.

Endorse thereon amount claimed 770^{00} with interest.

O R. Kerr, Atty.

Summons 5795

And thereupon a summons in the following words and figures was issued in said cause endorsed as follows;

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

You are hereby commanded to notify John E. Herriman that he has been sued by Jacob Artz in the Court of Common Pleas of Union County, and must answer by the 25th day of May A. D. 1889, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 6th day of May, A. D. 1889.

Witness my hand and the seal of said Court this 27th day of April, A. D. 1889.

{seal}

Amt. claimed 770^{00} & interest. R. McElroy, Clerk.

Sheriffs Return

And afterward, on the 1st day of May, A. D. 1889 the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows;

Ser. & Return	1	30
Add. Mfts		30
Mileage	1	00
Copy		60
Total	$2	20

The State of Ohio
Union County } Sheriff's Return

Received this Writ April 27th A. D. 1889 at 10 o'clock A. M. and served same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of each of the within named defendants on the 1st day of May, 1889.

Thomas Martin, Sheriff.

Demurrer 5795

Afterward, on the 27th day of May, 1889, a Demurrer was filed with the Clerk of this Court.

Jacob Artz
vs
John E. Herriman
Guardian &c.

Court of Common Pleas
Union County, Ohio

The defendand demurs to the petition and for grounds say:

Said petition does not state facts sufficient to constitute a cause of action against said defendant.

Wherefor defendants pray that he may go hence and recover his costs.

S. S. Gardiner
Attorney for defendant.

Entry 5795

Entry 5795

Entry 5795

Entry

Afterward, on the 13th day of December, 1889, Entry was made on the Journal by the Clerk of said Court.

5795 Jacob Artz
vs
John E. Herriman Guard. &c

Journal 15, Page 225.

This day this cause came on to be heard, on the demurrer of the defendant to the petition, was argued by counsel. And the Court being fully advised in the premises do overrule said demurrer and leave was given defendant to answer in 30 days. Defendant excepts & cause continued.

Entry

Afterward, on the 3rd day of March A.D. 1890, Entry was made on the Journal by the Clerk of said Court.

5795 Jacob Artz
vs
John E. Herriman Guard. &c:

Journal 15, Page 249

Leave given to defendant to file answer instanter.

Answer

Afterward, on the 3rd day of March, 1890, an Answer was filed with the Clerk which reads as follows:

5795 Jacob Artz
vs
John E. Herriman Guard.
of Fr. Levy

Court of Common Pleas
Union County Ohio.

The defendant for answer herein says he denies each and every allegation of the petition excepting, that he is the duly appointed and qualified guardian of Lafayette Levy, who is an insane person and now in the Asylum at Columbus, Ohio; and that the children named in the petition are the children of said Lafayette Levy; and that the account upon which this action is founded was presented to defendant and by him rejected; and that certain payments may have been made by the wife of said Lafayette Levy to plaintiff.

X Defendant further answering says: during the whole period of time plaintiff claims to have furnished necessaries and care for said children he was co habiting and living with said mother in a state of adultery. and said mother has performed all the duties of a wife for plaintiff during said period.

That if said plaintiff furnished any things to and for said children he did it voluntarily, and in consideration of the privilege of living with their mother in the manner aforesaid and of said services so performed by said mother. That plaintiff did not

to make a charge therefore at the time, and said account is an after consideration and a trumped up account.

Said defendant further answering says that plaintiff never made any request of him to furnish anything for said children, and never notified him that said children was in want of anything and he had no knowledge previous to the time said account was presented to him that plaintiff was furnishing anything for said children.

Said defendant further answering says that shortly after the said Lafayette Lowry was taken to the Asylum the relatives of said Lafayette Lowry offered to take said children and provide for and educate them and furnish them with all the necessaries free of charge, but their mother being then advised and influenced by by plaintiff refused to accept said proffered assistance.

Said relatives were abundantly able and willing to provide for and furnish good homes for said children which plaintiff and said mother well knew.

That shortly after defendant was appointed Guardian as aforesaid he, together with said relatives renewed their efforts to induce said mother and plaintiff to allow said children to go to the homes of said relatives to be properly cared for and provided for by them as aforesaid and for the additional purpose of getting them away from the immoral influences they were then under, consequent upon the unlawful intimacy aforesaid mentioned between plaintiff and their mother, but their mother being again influenced and advised by plaintiff refused to allow said relatives and defendant to provide for them as aforesaid.

Defendant says plaintiff is estopped from claiming any amount from Defendant for said necessaries and services. X

Defendant therefore prays that he may go hence without day and recover his costs.

S. S. Gardiner
Attorney for Defendant.

State of Ohio
Union County ss.

John D. Herriman, being duly sworn, says he is the defendant in above case. That the facts and allegations in the foregoing answer are true as he verily believes.

John D. Herriman

Sworn to and subscribed before me this 28th day of February, 1890.

Joseph Comer J.P.

motion

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entry

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Petition

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Motion — Afterward, on the 13th day of March, 1894, a motion was filed with the Clerk of this Court.

5795 Jacob Artz
vs
John E. Harriman

And now comes the plaintiff and moves the Court to strike from the answer of defendant all that part of said answer beginning with the word defendant in the 15(X) line and ending with the word servers in the last line but two on third (X) page as irrelevant and redundant matter.

P. A Kerr, Atty. for Plf.

Entry — Afterward, on the 19th day of March, 1894, the following Entry was made on the Journal by the Clerk of this Court.

5795 Jacob Artz
vs
John E. Harriman

Journal 15, Page 278.

This day came the parties by their attorneys and declared this cause compromised and settled upon the following terms to wit: Defendant to pay plaintiff the sum of $25.00 and the costs of this action.

It is therefor considered by the Court that the plaintiff recover of the defendant the said sum of $25.00 and his costs herein taxed to--- $.

Received the amount of the above Judgment, to wit: $25.00.

Attest- R M Brown Clerk — P. A. Kerr.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A Price, Judge of said Court, of the term of March to wit, on the 3d day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit on the 28th day of July, 1888, Susannah Price filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Melila Price et al, to wit:

Petition — Susan Price
vs
5596 Melilah Price, Simpson Price
Matilda Baldwin, Timothy Fahey,
William Herriman, Wright
Harriman, Godman & Thornhill,
W. H. Leary, Treasurer

To the Court of Common Pleas of Union County Ohio.

Shr said plaintiff says:
That on the 10th day of
January 1880 shr was the wife of Harvey Orick who was
then in full life. Shr said Harvey Orick was then
the owner in fee simple of the following discribed real
estate towit: Situate in the County of Union and State
of Ohio, Survey No. 9922 to 9942. Beginning at a stake
in the center of Rush Creek S.E. corner to lands of Sanders:
thence with the line of said Sanders land westerly 160
pole to a stone in the road: thence S. 12- E. 107½ poles to
a stake: thence N. 78- E. 97 12/100 pole: thence N. 12 W. 56 1/10 poles:
thence N. 78- E. 56 1/10 poles to the center of Rush Creek: thence
down said creek with the meandrings thereof to the
place of beginning containing 89½ acres more or less.
Shr said lands constituted the family homestead
of plaintiff and said Harvey Orick. Shr said
Harvey Orick was also then the owner of about $1000.00
worth of personal property.
Shr said Simpson Orick is a son of the plaintiff
and Harvey Orick, and the said Matilda Baldwin is
their daughter, Melila Orick is and was at the date
above named the wife of Simpson Orick.
Shr said Harvey Orick and his plaintiff on
said 10th day of January 1880 in order to make provision
for their future support and maintenance entered
into a verbal contract with their said children whereby
it was agreed that said children should support said
Harvey and the plaintiff and render them comfortable
during their life time, each of said children contributing
equally for that purpose, and in consideration of the
said agreement for support and maintenance the said
Harvey and his plaintiff received and delivered to
said Matilda Baldwin a deed for 44½ acres of said
land, which deed is recorded in Book 48, Page 206 of
Union County Records to which reference is made for
full discription. On the same day the said Harvey
and plaintiff received and delivered to said Melila
Orick a deed for 45 acres of said land which deed is
recorded in Book 48, Page 377 of Union County Records
to which reference is made for more full discription.
Shr last named deed was made to said Melila
at the request of said Simpson. At the same time
said deeds were made and delivered, towit: January 10th
1880, said Melila Orick, Simpson Orick, Matilda Baldwin
and Jacob Baldwin (then the husband of Matilda)
duly and legally signed, sealed, acknowledged and delivered
to said plaintiff & Harvey Orick to secure the performance of their agreement to support and maintain said
Harvey and plaintiff. Said mortgage covered the said

89½ acres of land and contained the description herein first
written. The following is a copy of the condition of
defeasance therein contained, to-wit:
" Provided always that these presents are upon this
" condition that if the said Melila Price and Simpson Price
" her husband and Matilda Baldwin and Jacob Baldwin
" her husband shall equally contribute to the support
" of said Harvey Price and Susan Price during their
" lives then these presents shall be void."

On the 2" day of February, 1858 said mortgage
was left with the recorder of Union County Ohio for
record and was by him recorded in Book 16" Page 157
of his records of mortgages.

The plaintiff says that there was no other or
further consideration for said deeds of conveyance and
that the estimate for said support from each of said
children and the sum named in each of said deeds
was one thousand dollars.

Plaintiff says that in the month of July, 1880
said Harvey Price departed this life leaving considerable
more personal estate than was sufficient to pay all
his debts and funeral expenses and no support was
ever furnished to him in his life-time by said
children or either of them.

The said personal property left by said Harvey
Price has been converted to the support of the
plaintiff and she has never received any support
whatever from said Melila Price. The plaintiff
has made her home with her daughter Matilda
and the above named personal property and plaintiffs
labor and services have equaled in value the support
furnished her by said Matilda.

Plaintiff says that at the time the deeds were
executed to said Matilda and Melila it was the
intention of the said Harvey and plaintiff that
said grantees should have no power to sell convey
or incumber said property to strangers and the word
"assigns" was erased and purposely omitted from said
deeds, so that said deeds were made to the said
grantees and their heirs only.

That after they had received deeds for said
lands in the manner aforesaid both of said grantees
mortgaged the same to Timothy Fahey for money
loaned to them. Said mortgages were made
subsequent to the mortgage made by said Matilda and
Melilah to plaintiff and said Harvey Price and after
the same was recorded and said Fahey took his
said mortgage with full knowledge of the mortgage
of the plaintiff and said Harvey, and knew that

said Matilda and Melila had agreed to support and maintain plaintiff in consideration of said lands and knew the facts and circumstances in regard to said deeds and the consideration thereof.

Plaintiff says that William Harriman, Winget Harriman, Goodman & Thornhill, Wm H. Leary, Treasurer, and Timothy Fahey claim some lien and interest on said lands and they are made parties and required to set up whatever interest they or either of them may or claim to have, so that the amounts and priorities may be determined.

This plaintiff says that she is now by reason of her age unable to support herself and that she is without means except as it may be provided from said lands. That said Matilda and Melila are each in default for performance of said agreement to support plaintiff. That they have so neglected for more than eight years during all of which time they have had the use of said land. That they each should have furnished to plaintiff for her support at least $125.00 per year since February 1st, 1880.

That the sum of one thousand dollars is due plaintiff from each of them by reason of said agreement and it will require a further sum for the support of the plaintiff in the future.

Plaintiff says that when the said Melila and Matilda and their husbands executed and delivered the mortgage to the plaintiff and said Harvey, they all appeared before H. M. Heath, a Justice of the Peace, and properly signed, sealed, acknowledged and delivered said mortgage, and the said Melila and Matilda were examined separate and apart from their respective husbands and acknowledged the signing and sealing of the same to be their voluntary act and deed & that they were still satisfied therewith and this was some time after the contents of said mortgage had been fully made known and explained to them by said Justice of the Peace and said Jacob Baldwin and Simpson Price each properly and legally acknowledged said mortgage and the signing and sealing thereof to be their voluntary act and deed, all of which was done before said Justice of the Peace.

But said Justice of the Peace by mistake omitted to certify the acknowledgment by said Simpson and Jacob and separate examination by said Melila and Matilda.

Plaintiff says that the agreement for her support was the only consideration for said deeds and independent of said mortgage she has a lien as vendor on said lands

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for her support. She also says that said Foley having knowledge of the fact took his said mortgage subject to the rights of plaintiff. She plaintiff asks that her lien may be foreclosed and that the amount due and to become due her may be found by the Court, and a sale of said premises may be had, and the proceeds applied to pay plaintiff and for aid to her support. That it will be a trust to appointed to prescribe and keep said funds for plaintiffs use, and that all priorities may be determined and that the Court will render such decree and make such order in the premises as may be just and the nature of the case may require.

Cameron & Woodburn
Attorneys for Plaintiff.

State of Ohio, | ss
Union County ss

Susan Price being first duly sworn, deposes and says that the fact stated and allegations made in her foregoing petition are as she believes true.

Susanna Price

Sworn to before me and signed in my presence this 25th day of July, 1888.

Watson A. Heall. Justice of the Peace
Jackson Township
Union County, Ohio.

Clerk issue Summons to Sheriff of Union County Ohio for Matilda Baldwin, Melila Price, Simpson Price William Harriman, Wright Harriman, Godman & Shornhill, & Wm H. Leary.

Cameron & Woodburn
Attys for Plff.

Summons

And thereupon a summons in the following words and figures was issued in said cause, indorsed as follows:

55 96

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

We command you to notify Melila Price Simpson Price, Matilda Baldwin, William Harriman, Wright Harriman, Godman & Shornhill and Wm H. Leary that they have been sued by Susanna Price in the Court of Common Pleas of Union County, and that unless they answer by the 1st day of September, A. D. 1888 the petition of the said plaintiff Susanna Price against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 13th day of August, A. D. 1888.

Witness my hand and the seal of said

Court this 30th day of July A.D. 1858. "Equitable Relief"
R. McLeroy, Clerk.
{seal}

Sheriffs Return

And afterward, on the 31st day of July, A.D. 1858. the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

Service	1	05
Mileage	4	80
Copy	1	40
Total	$7	25

The State of Ohio
Union County ss

Sheriffs Return

Received this Writ July 30th, A.D. 1858 at 5 o'clock P.M. and pursuant to its command, on the 31st day of July, A.D. 1858 served the same by handing a true copy thereof with indorsements thereon to the within named Melila Price. Simpson Price, Matilda Baldwin, Winget Harriman Godman & Shonhill and W. H. Creary. Wm. Harriman not found.

M. Hopkins, Sheriff.
By F. J. Wall Deputy.

Answer & Cross-Petition

Afterward, on the 2nd day of August, 1858, Answer and Cross-Petition was filed with the Clerk of Court.

Susanna Price
vs
Melila Price, Simpson Price, Matilda Baldwin, Timothy Fahey, William Harriman, Winget Harriman, Godman & Shonhill and W. H. Creary, Treasurer.

The State of Ohio
Union County ss

In the Court of Common Pleas

Answer & Cross-Petition of Timothy Fahey.

And now comes the defendant, Timothy Fahey, and for his answer and cross-petition in this case say:

That he admits that the said plaintiff and the said Henry Price were husband and wife; that the said Henry Price is now deceased, and that the said Henry Price died at the date set forth in the petition, or about that time; he admits that the said Simpson Price is the son of the said plaintiff, and that the said Melila Price is the wife of the said Simpson Price, and that the said Matilda is the daughter of plaintiff; he admits that the said Henry Price was the owner of the real estate described in the petition at the time therein stated, and that he conveyed the same to the said Matilda Baldwin and Melila Price at the time, and in the proportion therein stated, and that their deeds for the same are of record in the Recorder's Office of Union County, Ohio; but this defendant denies each and every other allegation contained in said petition, and especially does he deny that the said plaintiff has a lien upon said premises of the amount stated in her petition, and

sin any amount, and he allegs that if she has any such lien the same is subsequnt and postponed to the lien of this defendant; and this defendant further denies all knowledge of any lien or incumbrance what soever on said premises at the time of the execution, delivery and record of his mortgage hereinafter referred to, and he denies all knowledge of any contract or agreement for a lien as alleged in the petition, and he allegs that if any such right exists the same is of no validity a gainst the liens of this defendant as hereinafter in this answer and cross-petition set forth.

Cross Petition.

And for his cross-petition in this case this defendant says:

1st Cause of Action. That on the 9th day of Decembr A. D. 1881, the defendant Matilda Baldwin, and one Jacob Baldwin, at that time husband of the said Matilda Baldwin, executed and delivered to the said Timothy Fahey their certain promissory note in writing of that date, and thereby promised to pay to the said Timothy Fahey, or order, in five years from the date thereof, the sum of five hundred dollars, together with interest thereon at the rate of 8 per cent. per annum, from date payable semi-annually.

This defendant says that he is still the owner and holder of the said promissory note, that the same is now due, that no payments or credits have been made thereon, except the interest upon the same to December 9th, 1885, and that there is now owing upon said promissory note from the said Matilda Baldwin and Jacob Baldwin to this defendant, the said sum of $500.00 with interest thereon from the 9th day of December, 1885; at the rate of 8 per cent per annum payable semi-annually. A true copy of said promissory note, with all the credits and indorsements thereon, is hereto attached, marked "Exhibit A" and made a part of this petition.

That contemporaneously with the execution and delivery of said promissory note, and in order to secure the payment of the same, the said defendant Matilda Baldwin, (then intermarried with Jacob Baldwin, who joined her therein) executed and delivered to the said Timothy Fahey her certain mortgage deed upon the following real estate, towit:

Situated in the County of Union, State of Ohio, Jackson Township and in Survey No. 9922 to 9944, and bounded and described as follows, viz:

Beginning at a stake in the center of Rush Creek, south-east corner of lands now owned by John M. Sanders;

thence westerly with the line of said Sanders land 93 and 3-100 poles to a stone in the road; thence South twelve degrees east 107 and 1-2 poles to a stone; thence north 78 degrees east 30 and 15-100 poles to a stake corner to land formerly owned by Levi Rosebury; thence north 12 degrees west 56 and 1-10 poles to a stone, north-west corner of said Rosebury land; thence north 78 degrees east 56 and 1-10 poles to the centre of Rush Creek; thence down said creek with the meanderings thereof, to the place of beginning, containing forty-three and one-half acres of land, more or less.

That said real estate above described is a portion of the real estate described in the petition as having been belonged to the said Harvey Price.

That the condition of defeasance in said mortgage is as follows:

"Provided always, and these presents are upon this condition, that whereas the said Jacob Baldwin and Matilda Baldwin have executed to said Timothy Fahey their promissory note of even date herewith, calling for the payment of the following sum of money, at the time following: Five hundred dollars, payable five years after date, with interest at 8 per cent. per annum -- interest payable semi-annually in advance.

"Now, if the said Jacob Baldwin and Matilda Baldwin shall pay said sum of money to said Timothy Fahey, or his assigns, when the same respectively become due, with the interest, then these presents to be void; otherwise to be and remain in full force."

That said mortgage was on the 19th day of December A.D. 1881, duly filed for record with the Recorder of Union County, Ohio, and was by him duly entered of record in the Records of Mortgages of said County, in Volume 18, Page 254, and that the same is a valid and subsisting lien upon the real estate therein described, prior to all others.

This defendant further says that the conditions of said mortgage have been broken, and that he is entitled to have the equity of redemption of the said Matilda and Jacob Baldwin in the real estate therein described foreclosed.

2nd Cause of Action. That on the 21st day of December, A.D. 1881, the said defendants, Melila Price and Simpson Price executed and delivered to the said Timothy Fahey their certain promissory note in writing of that date, and thereby promised to pay to the said Timothy Fahey, or order, in five years from the date thereof, the sum of five hundred dollars, with interest at the rate of eight per cent. per annum, payable semi annually. A true

copy of which promissory note, with all the indorsements thereon, is hereto attached marked "Exhibit B" and made a part of this petition.

That defendant says that he is still the owner and holder of the said promissory note, that the same is now due, that no payments or credits have been made thereon, except the interest upon the same to December 21st, 1884, and $12.80 paid January 1st, 1885, and that there is now owing upon said promissory note, from the said Melila Price and Simpson Orler and to this defendant, the said sum of five hundred 21/100 dollars ($521 26/100) and twenty six cents with interest thereon from the first day of January A. D. 1885, at the rate of eight per cent per annum, payable semi-annually

That contemporaneously with the execution and delivery of said promissory note, and in order to secure the payment of the same, the said defendants Melila Price and Simpson Price, her husband, executed and delivered to the said Timothy Fahey their certain mortgage deed, and thereby conveyed to the said Timothy Fahey, his heirs and assigns, the following real estate, to-wit:

Situated in the Township of Jackson, County of Union and State of Ohio, and known as part of Virginia Military Lands, and in Survey No. 9922 and 9942: Beginning at a stone in the road, south west corner to Sanders land; thence South 12 degrees east 107-1/2 poles to a stake; thence north 78 degrees east 66 97/100 poles to a stone; thence north 12 degrees west 107 1/2 poles to a stone in the road; thence with the line of said Sanders land 66 97/100 poles to the place of beginning, containing forty-five acres of land, be the same more or less.

That said real estate above described is a portion of the real estate described in the petition, and that the two tracts described in this answer and cross-petition together constitute the tract mentioned and referred to in the petition as having once belonged to the said Harvey Price.

That the condition of defeasance in said mortgage is as follows:

" The condition of this deed is such, that whereas
" the said Melila Price and Simpson Price have executed
" and delivered to the said Timothy Fahey their promissory
" note of even date herewith, for the payment of the
" sum of five hundred dollars, five years after date, with
" interest at 8 per cent. per annum, until paid, interest
" to be paid semi-annually in advance
" Now, if the said Melila Price and Simpson Price their

"heirs and assigns, xecutors and administrators, shall
"well and truly pay the aforsaid note and interest,
"according to the tenor thereof, to the said Timothy Fahey
"his heirs and assigns, then the above xred shall be
"void otherwise the same shall remain in full force and
"virtue in law."

That said mortgage xred was, on the 26th day of
Decembr A. D. 1881, at 8 o'clock A. M. duly filed for record
with the Recordr of Union County, Ohio, and was by
him duly entered of record in the Records of Mortgages
of said County, in Volume 18, Page 267, and that the
same is a valid and subsisting lien upon the portion
of the real estate described in the petition therein
contained, prior to all others.

This defendant further says that the conditions
contained in said mortgage have been broken, and
that he is entitled to have the equity of redemption
of the said Orlila Price and Simpson Price in said
real estate foreclosed.

Wherefor, this defendant now answering prays
the priorities of the various liens upon the premises
xscribed in the petition may be fixed and determined
and that he may be declared to have the first and
best lien thereon; that in default of payment of his
said claim the said premises may be ordered sold; that
they be ordered sold in two separate tracts as described
in his answer and cross-petition; And that out of
the proceeds of the sale of said real estate his said
claims may be paid in full, with costs, and for all
proper relief in the premises.

Timothy Fahey
By Will B. Scofield, his Attorney.

The State of Ohio,
Marion County, ss

Timothy Fahey, the defendant above
answering, being duly sworn, says that the facts stated
and allegations contained in the foregoing answer and
cross petition are true, as he verily believes.

Timothy Fahey.

Sworn to before me by Timothy Fahey, and by him
signed in my presence this 18th day of August, A. D. 1888.

Seal

Geo. B. Scofield, Notary Public.
Marion County Ohio

Exhibit "A"

$500.00. Five years after date, for value received,
"we jointly and severally promise to pay Timothy Fahey,
"or Order, five hundred Dollars with interest at 8 per
"cent per annum, interest payable semi-annually in
"advance. And we hereby authorize and empower any

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Exhibit "B"

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"attorney at law, at any time after the above note becomes
"due, to appear for us, or any of us, without process, in any
"Court of Record in the State of Ohio, or elsewhere, and
"confess a Judgment for the said amount, interest and
"costs, in favor of the said payee, and release all
"errors which may accrue in the rendition of such
"judgment. And we also release the right of appeal
"the stay of execution, and the power and privilege to
"hold exempt from execution 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 on said
"judgment.

"Witness our hands and seals this 9th day of
"December, A. D. 1881.

Jacob W Baldwin, seal
Matilda Baldwin. seal

"Indorsed: "Interest paid to December, 9th, 1885"

Exhibit "B"

$500.00 Five years after date, for value received, we jointly and severally promise to pay Timothy Fahey, or order, five hundred dollars, with interest at 8 per cent. per annum until paid, interest to be paid semi annually in advance.

And we hereby authorize and empower _____, an attorney at law, at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the said payee, and release all errors which may accrue in the rendition of such judgment. And we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, at or after the date of such judgment; and our said attorney is hereby authorized to enter such release on said judgment.

Witness our hands and seals, this 21st day of December, A. D. 1881.

Melilah Price
Simpson Price

Indorsed: "Interest paid to December 21st, 1884.

Answer of M. Price et al vs S. Price et al.

Afterward, on the 28th day of August, 1888, the following Answer was filed with the Clerk of this Court.

Answer of Melila Price and Simpson Price to the Petition and Cross-Petition of Timothy Fahey.

And now comes the defendants Melila Price

and Simpson Price and answering the petitions of plaintiff and the answer and cross petition of Timothy Fahey Say:

First Defense: She said defendants say that they have always performed the conditions of said mortgage and have fully and faithfully performed their said agreement and have not broken the conditions in any respect and are still ready and willing to do and perform the conditions thereof so far as the plaintiff is concerned to the full extent of the rental value of said premises so deeded to them less the taxes and repairs.

That at the time said deed was so made to these defendants there was no house, orchard or well on said premises so deeded to these defendants and in order to build a house, make said well and other improvements said Melila Price and said Simpson Price borrowed said sum of money (by said Simpson Price of said Timothy Fahey with the full knowledge and consent of said plaintiff. And said Melila Price and Simpson Price have contributed for more than one-half of the support of said plaintiff and her said husband during his life-time and no complaint was ever at any time made of non support and no demand was ever made by said Hadrey Price during his life time or said plaintiff since his death that was not complied with, and said Melila Price and Simpson Price have contributed far more than the one-half of our hundred and twenty-five dollars per year for her support each year, and are perfectly willing that said land should stand charged with the sum of $62.50 per year for her support from this time forth or any other sum not to exceed the rental value of said farm less the taxes and ordinary repairs. That said plaintiff should have her support is not questioned or denied and would if no agreement was made at all. But these defendants deny that there is anything due to said plaintiff up to this time or that they have in anywise made default in performing the conditions of said mortgage to said plaintiff and said Hadrey Price.

Second Defense.

She said Melila Price further answering the cross-petition of said Timothy Fahey say that she and her husband Simpson Price have fully paid all interest due on said mortgage to him as provided in said note and mortgages and that the times of payment was extended from year to year upon the payment of interest and that said said mortgage is not due and all interest has been paid in advance as provided in

Answer & Cross Petition of Godman & Thornhill

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said notes and mortgage and said Timothy Fahey is not entitled to any relief as prayed against said Melila Price and Simpson Price at this term.

Third Defence.

The said Melila Price and Simpson Price further answering said petition of plaintiff and said answer and cross-petition of said Timothy Fahey deny each and every allegation therein contained not herein admitted to be true.

Wherefore these defendants pray that they go hence without day as to said Timothy Fahey and that this Court fix a sum not to exceed the rental value of said premises so ordered to them less taxes and ordinary repairs with which their lands shall stand charged for the support of the said plaintiff and that no order of sale be granted except upon condition that these defendants fail to pay the sum at such time as this Court should decree and for all proper relief in the premises

H. S. Van Fleet, Attorney for Defendants

The State of Ohio
Union County ss

Simpson Price, being duly sworn says that he is duly authorized to answer for said Melila Price and for himself and that the facts stated and allegations contained in this joint answer of said Melila Price and Simpson Price are true as he verily believes.

Simpson Price.

Sworn to before me and subscribed in my presence this 28th day of August A. D. 1858.

(seal) R. McCleary, Clerk.

Afterward, on the 3" day of October, 1858, Answer was filed with the Clerk of this Court.

Answer & Cross-Petition of Godman & Shornhill

Susanna Price
vs
Melila Price, Simpson Price, Matilda Baldwin, Timothy Fahey, William Harriman, Wright Harriman, Godman & Shornhill, & W. H. McCleary

Court of Common Pleas
Union County Ohio.

And now comes the said Godman & Shornhill & Company, and for their answer and by way of cross-petition herein say:

They are a partnership doing business at Richwood, Union County, Ohio, under the firm name and style of Godman & Shornhill & Company.

That on or about the 6" day of January 1858 they

recovrrd a judgmrnt brfor He M. Keall, Justice of the Pracr of Jackson Townslip, Union Cornty Ohio by the consideration of said Justice against Jacob Baldwin & Matilda Baldwin for the sum of twenty-one 51/100 dollars and costs amounting to one 60/100 dollars and said judgmrnt brars intrrst at 8 prr rent. That on the 16th day of January, 1858, they filed a transcript of said case and Judgmrnt in the office of the Clerk of the Court of Common Pleas in and for Union Cornty Ohio and causrd the same to be duly entrrd by the said Clerk upon the Dorr Docket and that the said case and Judgmrnt is of record on page 339 of said Dorr Docket of Union Cornty, Ohio. That no part of said Judgmrnt has brrn paid or satisfird by said Jacob or Matilda Baldwin or any prrson in their brhalf and there is still due said Godman & Thornhill & Co. on said Judgmrnt the sum of $21 50 with intrrest at 8 prr rent. from the 6th day of January, 1858 and costs 6.

Wherefor said Godman & Thornhill ask that the priorities of lirn be drtrrmined by the Court. That their rights be protected in the prrmisrs and their Judgmrnt and costs paid in its proprr ordrr and for all proprr rrlirf.

S. S. Gardiner Attorny for
Godman & Thornhill

State of Ohio,
Union Cornty ss

F. He. Thornhill, bring duly sworn says he is a mrmbrr of the firm of Godman Thornhill & Co. the facts and allegations in the forgoing answrr and cross-petition arr true as he verily blirvrs.

F. He. Thornhill

Sworn to and subscribd brfor mr this 2d day of October, 1858.

Seal

A. C. Cowr, Notary Public.

Entry

Afterward, on the 7th day of January, A.D. 1859, the following entry was madr on the Journal by the Clerk.

5596 Susan Price
vs
Melila Price et al

Journal 15, Page 5

This day came the parties and submitted this cause to the Court upon the pleading of the parties and the evidence.

On consideration whereof the Court bring fully advisrd in the prrmisrs find that the equity of the case are with the plaintiff and that her said claim is the first lirn on the 89½ acres of land in the petition drscribd. The Court finds that both the

said Melila Price and Matilda Baldwin have failed to comply with the conditions of said mortgage, and that the conditions as to each of them has been broken.

The Court finds that the just and reasonable sum to be paid by said Matilda Baldwin to said plaintiff in order to discharge plaintiffs mortgage from her lands is $350.00 to be paid within ten days from this date, and it is ordered that the said lands of Matilda Baldwin bring the same described in the first cause of action in the cross-petition of said Timothy Fahey be charged with the payment of said sum of $350.00 as the first and best lien thereon, and that if said Matilda Baldwin shall fail for ten days to pay to said Susan Price said sum of three hundred and fifty dollars together with one-half the costs of this proceeding taxed to $-- there that an order issue to the Sheriff of said County commanding him to appraise advertise and sell said land of Matilda Baldwin and out of the proceeds pay

First. The cost and expense of said sale and one half the cost of this proceeding.

Second. The taxes that may be a lien on said premises

Third... To the said Susan Price or her attorney the sum of three hundred & fifty dollars.

Fourth. To the said Timothy Fahey the amount of his claim and if any of the proceeds of said sale remain that it be brought into Court to await the further order hereof.

The Court further find that the just and reasonable sum to be paid by said Melila Price in order to discharge said mortgage lien from her said land is the sum of $350.00 to be paid on or before the first day of March next, and it is ordered that the said lands of said Melila Price (bring the same premises described in the second cause of action set up in the cross-petition of said Timothy Fahey) be charged with the payment of said sum of $350.00 as the first and best lien thereon. And that if said Melila Price shall fail to pay said money until the first day of March next, then that an order issue to the Sheriff of said County commanding him to appraise, advertise and sell said lands of Melila Price according to law and that out of the proceeds of said sale be pay--

First. The costs of said sale and one-half of the cost of this proceeding.

Second. The taxes that may be a lien upon said premises.

Third... To the said Susan Price or her attorney the said sum of $350.00.

Fourth. So the said Timothy Fahey the amount of his claim, and if there be any of said procrds left then that the same be brought into Court to await the further order hereof and upon payment by said Orlila Price to Susan Price or her attorney of said sum of $350.00 and the costs as herein provided her lands shall be wholly discharged from said mortgage of said Susan Price and said Susan Price shall release all claim on said lands.

And upon payment by said Matilda Baldwin to said Susan Price of said sum of $350.00 and the cost as herein provided, her said lands shall be wholly discharged from said mortgage and said Susan Price shall release all claim thereto.

To the Clerk:

Issue Order of Sale to Sheriff of Union County for the lands of Matilda Baldwin, returnable according to law.

January 17th, 1859. J. K. Cameron, Att.

Order of Sale

Afterward, on the 17th day of January, A.D. 1859, Order of Sale was issued by the Clerk of said Court.

The State of Ohio
Union County, ss

To the Sheriff of said County:

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 7th day of January, 1859, in the cause of Susanna Price Plaintiff, and Matilda Baldwin et al Defendant, said Susanna Price obtained a Judgment or decree against the said Matilda Baldwin for the sum of three hundred and fifty dollars, and twenty-five and 61/100 dollars costs of suit; And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Matilda Baldwin shall within 10 days from the 7th day of January A.D. 1859, pay into the said Susan Price the said sum of three hundred and fifty dollars with interest from 7th day of January, 1859, at the rate of 6 per cent per annum, and to the Clerk of this Court the costs of this action herein taxed to $25.61/100 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 statute regulating judgments and executions at law, to sell the real estate described in plaintiffs petition, &c;

And whereas the 10 days aforesaid have fully expired and the said sum of $350.00 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed

Sheriff's Return

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: On Survey No. 9922 & 9942, beginning at a stake in the center of Rush Creek S. E. corner of lands now owned by John M. Sanders; thence westerly with the line of said Sanders land 93 3/10 poles to a stone in the road; thence S. 12° E. 80 1/2 poles to a stone; thence N. 78° E. 30 15/100 poles to a stake corner to land formerly owned by Levi Rosenberry; thence N. 12° W. 56 1/2 poles to a stone N. E. corner to said Rosenberry's land; thence N. 78° E. 56 1/2 poles to the center of Rush Creek; thence down said creek with the meanderings thereof, to the place of beginning containing 43 1/2 acres of land more or less.

We therefore command you, That you proceed to carry said Order, judgment and decree into execution agreeably to the true 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 January, A. D. 1859.

{Seal} R. M. Avery, Clerk.

Sheriff's Return

And afterward, on the 2nd day of March, 1859, the Sheriff of said County returned said Writ to the Clerk's Office in said County, which return is as follows:

Service	$	30
Summ. & Separ. Appr's	1	20
Conveying " "	1	50
Writing Appraisal		30
Copy of " "		30
Notice to Printer		30
Affidavit of " "		30
Writing Notice		30
Mileage	3	20
Levy		30
Total	$8	00
Appraisers Fees	3	00
Printers' Fees	13	00

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 23rd day of January, 1859, summon J. H. White, F. M. Parish, & G. A. Swallwood 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 23rd day of January, A. D. 1859 said appraisers returned to me, under their hands

and scale, that they did, upon actual view of the premises estimate and appraise the real value in money of the same at Forty five dollars per acre. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 23d day of January, 1889 I caused to be advertised in the "Marysville Tribune" (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 2d day of March A.D. 1889, 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 second day of March A.D. 889, at the time and place above mentioned proceed to offer said lands and tenements at public sale and then and there came George E. Edmondson who bid for the same the sum of thirty dollars per acre and said sum being just two-thirds of the appraised value thereof, and G. E. Edmondson being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of thirty dollars per acre.

Thomas Martin, Sheriff.

Proof of Publication

Sheriffs Sale

Susan Price
vs
Matilda Baldwin et al | Court of Common Pleas
Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, March 2d, 1889, 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 Jackson, County of Union and State of Ohio, and bounded and described as follows:

On Survey No. 9922 & 9944, beginning at a stake in the center of Rush branch, South-east corner of lands now owned by John M. Sanders; thence westerly with the line of said Sanders land 93 3/10 poles to a stone in the road; thence North 78° E. 30 15/100 poles to a stake corner to land formerly owned by Levi Rosenberry; thence North 12° W. 56 1/10 poles to a stone, north-east corner to said Rosenberry land; thence North 78° East 56 1/10 poles to the center of Rush branch; thence down said branch with the meanderings thereof to the place of beginning containing 43 1/2 acres of land more or less.

Appraised at $45.00 per acre. Terms of Sale, Cash. Printers Fees $13.

Thomas Martin, Sheriff Union Co., O.

Entry

5596

Answer

5596

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Entry

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Susan Price
vs
Melila Price et al

Afterward, on the 11th day of March, 1889, the following Entry was made on the Journal by the Clerk of Court.

Journal 15, Page 71.

This day this cause came on to be heard upon the motion of the defendant Matilda Baldwin to set aside the sale made by the Sheriff of premises described in the petition. And thereupon came Jackson Township of said County of Union by its attorney, O.A. Serr and asked and obtained leave to be made parties defendant in this case. And the Court being fully advised in the premises sustained said motion to set aside said sale. And it is ordered and adjudged by the Court that said sale be and the same is hereby set aside, and said defendant Jackson Township waived the issuing and service of process and entered its appearance herein, and leave was granted said Township to file answer within days from this date.

Answer

5596

Afterward, on the 11th day of March, 1889, the following Answer was filed with the Clerk of this Court.

Susan Price
vs
Matilda Baldwin,
Timothy Fahey
Simpson Price and
Trustees of Jackson Tp.

In the Court of Common Pleas

Union County Ohio.

The defendants, the Trustees of Jackson Township say:

That the defendant Matilda Baldwin and Jacob Baldwin her husband, did on the 14th day of May A.D. 1881 by their deed of that date duly executed and acknowledged in consideration of one hundred and forty-eight dollars and seventy-five cents ($148.$^{75}_{100}$) paid to them by the Trustees of said

Township granted and conveyed to Jackson Township the following described real estate: Situate in Jackson Township, Union County Ohio, beginning at the center of Essex & Lee Run gravel road: thence westerly with the center of the mud road and line of Sanders land thirty poles and eighteen feet to a stake; thence Southerly eighteen poles and three feet to a stake; thence easterly thirty-eight poles to the center of the Essex & Lee Run gravel road: thence northerly with the center of said road seventeen poles and eight feet to the place of beginning containing three and three-fourth acres more or less. To have and to hold the aforesaid premises to the Township forever, and the said Matilda Baldwin, defendant and Jacob Baldwin, deceased her husband, by said deed covenanted to and with said Township that they were seized in fee-simple of said premises against the lawful claims of all persons and that they had a good right to convey the same as aforesaid, that the said premises were clear free and unincumbered and that the said defendant Matilda Baldwin & Jacob Baldwin would warrant and defend the same against the claims of all persons whatsoever. And said deed was duly recorded September 20th, 1881 in the Record of Deeds in Union County, Volume 47 Page (615) six hundred and fifteen. And the said defendant said Trustees say that the said premises were not free and clear of all incumbrance at the time said deed of conveyance was executed and delivered by the said Matilda Baldwin and Jacob Baldwin to the said Trustees of said Township, but on the contrary that on the day of ---- A.D. 188- the plaintiff Susan Price held a mortgage on said premises executed and delivered by the said Matilda Baldwin and Jacob Baldwin to secure the payment of $500.00. That said deed was executed to said Township by said Matilda Baldwin and Jacob Baldwin by the consent of the said plaintiff.

The defendants further say that said land described in said deed was sold to said Township for the purpose of a grave yard and is now used and set apart to the people of said Township for that purpose. That long before said deed was executed the east two acres described in said deed was given to said Township for a grave yard by the original owner Hearvey Price husband to said plaintiff and was fenced separate and apart from the premises described in said mortgage and had been used for the purposes as aforesaid for fifty years.

The defendant further say that the premises described in said mortgage will pay all mortgages and liens obtained against said premises prior to the execution to said

Entry

5596

Alias Order of Sale

defendant of said deed.

Wherefore the said defendant Jackson Township prays that said described premises in said mortgage may be sold separate and apart from said lands described in said deed and for such other relief as the Court may deem right and equitable in the premises.

A.B. Mather, Atty. for Deft.

And F.M. Parish, one of the Trustees of said Township being duly sworn says that the several matters and things set forth in the foregoing petition are true as he verily believes.

F.M. Parish.

Subscribed in my presence and sworn to before me, this 11th day of March, A.D. 1889.

W.A. Hall, Justice of Peace

Entry

5596 Susan Price
vs
Matilda Price et al. ‖ Journal 15, Page 58

Afterward, on the 19th day of March 1889, the following Entry was made on the Journal by the Clerk.

This day this cause came on to be heard upon motion of the defendant Jackson Township for leave to file amended answer said motion was sustained and leave granted said Township to file amended answer in ten days.

Alias Order of Sale

Afterward, on the 13th day of January, 1890, Alias Order of Sale was issued by the Clerk of this Court.

The State of Ohio.
Union County, ss ‖ To the Sheriff of said County.

Whereas, At a term of Court of Common Pleas, holden at the Court House within and for said County upon the 7th day of January, 1889, Susanna Price obtained a judgment & decree against Matilda Baldwin for the sum of three hundred and fifty dollars and twenty-five and 72/100 dollars, costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Matilda Baldwin within ten days from the 7th day of January A.D. 1889, pay unto the said Susanna Price the sum of three hundred and fifty dollars, with interest from the 7th day of January, 1889 and costs aforesaid, and upon default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in the plaintiffs petition &c:

And whereas, the ten days aforesaid, have fully expired, and the said sum of $350.00 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 17 day of January A.D. 1889 the following lands and tenements were appraised, advertised and offered for sale, to-wit:

Situate in the County of Union, State of Ohio, and Township of Jackson, and in Surveys No. 9922 & 9942, and bounded and described as follows: beginning at a stake in the center of Rush Creek, South-east corner of lands now owned by John M. Sanders; thence Westerly with the line of said Sanders land 93 and 3/10 poles to a stone in the road; thence S. 12-E 107 and 1/2 poles to a stone; thence N. 78-E. 30 & 15/0 poles to a stake corner to lands formerly owned by Levi Roarberry; thence N. 12-W 56 and 1/0 poles to a stone N.W. corner to said Roarberry's lands; thence N. 78-E. 56 and 1/0 poles to the center of Rush Creek; thence down said Creek with the meanderings thereof to the place of brginning, containing 43 3/5 1/2 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 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 $45.00 per acre, and the money arising from said Sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County and make return of this order within sixty days from the date thereof.

Witness, A. McCleary, Clerk of the Court of Common Pleas of said County and seal of said Court, at Marysville, this 13th day of January, A.D. 1890.

A. McCleary, Clerk.

(seal)

Sheriffs Return

And afterward, on the 27th day of January A.D. 1890 the Sheriff of said County returned said Writ to the Clerk's Office in said County, which return is as follows:

Notice to Printer	$	30
Affidavit of Printer		30
Writing Notice		30
Mileage	3	20
Poundage	21	96
Return		25
Total	$26	31
Printers Fees	$13	00

The State of Ohio
Union County ss

In obedience to the command of the order of sale hereto annexed, I did on the 15th day of January 1890 cause to be advertised in the Marysville Tribune (a newspaper printed and published

Proof of Publication

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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 15th day of February A.D. 1890 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 15th day of February A.D. 1890 at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House and there and there came Noble Hedges who bid for the same the sum of thirty eight dollars per acre, and said sum being more than two thirds of the appraised value thereof, and said Noble Hedges being the highest and best bidder therefor. I then and there publicly sold and struck off said lands and tenements to him for said sum of thirty eight dollars per acre.

Thomas Martin, Sheriff.

Proof of Publication

Susanna Price
vs
Matilda Baldwin et al

Sheriff's Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, February, 15th, 1890, at or about the hour of one o'clock P.M. of said day, the following described real estate to-wit: Situated in the Township of Jackson, County of Union and State of Ohio and bounded and described as follows: In Surveys Nos 9922 & 9942 beginning at a stake in the center of Rush creek, South-east corner of lands now owned by John M. Sandre: thence Westerly with the line of said Sandre's land 93 3/100 poles to a stone in the road; thence South 12° East 107½ poles to a stone; thence North 78° East 30 15/100 poles to a stake, corner to land formerly owned by Levi Rosenberry; thence North 12° West 56 10/100 poles to a stone, North-east corner to said Rosenberry land: thence North 78° East 56 10/100 poles to the center of Rush creek; thence down said creek with the meanderings thereof to the place of beginning, containing 43½ acres of land, more or less.

Appraised at $45.00 per acre. Terms of Sale, Cash.
Printers Fees — $13.00.

Thomas Martin, Sheriff of
Union County Ohio.

The State of Ohio.
Union County, ss

The undersigned, being duly

sworn, says that a copy of the annexed notice was published for four consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with January 5th, 1890.

W. A. Stuarrr.

Sworn to and subscribed before me, this 5th day of February, 1890.

seal A. McClerory, Clerk

Summons 5570

And afterward, on the 11th day of February, A.D. 1890, the following Summons was issued by the Clerk of Court.

The State of Ohio. | To the Sheriff of Hardin County.
Union County ss

You are hereby commanded to notify William Harriman (impleaded with others) that he has been sued by Susanna Price in the Court of Common Pleas of said Union County, and that unless he answer by the 5th day of March A.D. 1890, the petition of the said plaintiff against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment taken accordingly.

You will make due return of this summons on the 24th day of February, A.D. 1890.

Witness my hand and the seal of said Court this 11th day of February, A.D. 1890.

seal A. McClerory, Clerk.

Sheriff's Return

And afterward, on the 14th day of February, A.D. 1890, the Sheriff of said County returned said Summons to the Clerks Office in Union County, which return is as follows:

The State of Ohio, | Sheriff's Return.
Hardin County ss

Service	$	30
Mileage	1	25
Copy		25
Return		25
		05
Total	$2	10

Received this Writ February 11th, A.D. 1890 at 5 o'clock P.M. and pursuant to its command on the 13th day of February 1890 I served the same by delivering personally a true and certified copy of this writ to William Harriman.

Wm H. Heville, Sheriff of Hardin County, Ohio.

Answer of Wm Harriman

Afterward, on the 24th day of February, 1890, Separate Answer of Wm Harriman was filed with the Clerk of Court.

Susanna Price vs Melila Price, Simpson Price, Wm Harriman, Matilda Baldwin, Timothy Fahey, Winget Harriman, Godman and Thornhill, W. H. Creary, Treasurer.

The State of Ohio, Union County ss.

In the Court of Common Pleas Union County, Ohio.

Now comes the defendant William Harriman for his separate answer and by way of cross-petition says:

That on the 4th day of May 1886 by the consideration of M.M. Keall a Justice of the Peace in and for the Township of Jackson, County of Union and State of Ohio he recovered a Judgment against the defendants Simpson Price and Melila Price for the sum of $53.98 his debt and $3.90 his costs which said judgment is wholly unpaid and unsatisfied.

That on the 25th day of June, 1886, a transcript from the docket of the said M.M. Keall, Justice of the Peace as aforesaid was duly filed with the Clerk of the Court of Common Pleas of Union County, Ohio.

That on the 14th day of January, 1887, execution was duly issued to the Sheriff of Union County Ohio and for want of goods and chattels whereon to levy, was on said day duly levied on the lands of the said Simpson Price and Melila Price being a part of the lands referred to in plaintiffs petition that were conveyed to Melila Price by deed recorded in Book 48, Page 379 of Union County, Ohio Records, to which reference is made for a more full description. The costs of said execution amounted to the sum of $6.60 which this answering defendant paid.

This answering defendant says; that said judgment as aforesaid is still in full force and is and has been a valid and subsisting lien on a part of the lands described in the plaintiffs petition from the 25th day of June 1886.

Wherefore said answering defendant prays that his rights in the premises may be protected and that in case said property described in plaintiffs petition is sold by the order of the Court, that the priority of liens may be determined and out of the proceeds of said sale this answering defendant may be paid the amount due him on said judgment and his costs as aforesaid, according to its priority and such other relief as in justice and equity he may be entitled.

Mellhony & Mahon Attorneys for defendants.

The State of Ohio,
Hardin County ss

William Harriman being sworn says, that he is the above answering defendant and that the facts stated and allegations contained in the foregoing pleading are true as he believes.

Wm Harriman.

Sworn to before me by said affiant and by him subscribed in my presence this 19th day of February, 1890. James B. Hoover
Clerk of Court.

Demand for $500 Exemption

Susanna Price
vs
Melila Price et al

Filed February 26th, 1890

Matilda Baldwin says that she is the widow of Jacob Baldwin deceased and that she is the mother of four minor children who live with her as her family and that the property sold in the above case is her homestead and that she has no other homestead.

That none of the liens on her said land precluded her from claiming a homestead as against them

She therefore demands of the Court that she be allowed $500.00 out of the procede of said sale, after paying the claims this precludes the right of a homestead, agreeable to the Statutes in such cases provided.

J. E. Cameron Atty for
Matilda Baldwin.

State of Ohio.
Union County ss.

Matilda Baldwin, being sworn, says the facts stated and allegations made in her forgoing demand for exemption in lieu of a homestead are true.

Matilda Baldwin

Sworn to before me and signed in my presence this 26th day of February, 1890.

seal

R. McCleary, Clerk

Entry

5 5 96

Susanna Price
vs
Melila Price et al

Journal 15, Page 253.

Afterward, on the 5th day of March, A.D. 1890, the following Entry was made on the Journal by the Clerk.

This day came the plaintiff and on her motion and on producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved & confirmed.

And it is further ordered that the Survey of said lands made by Samuel Bell and filed herein be paid for out of the procede of said sale and that the Sheriff convey to the purchaser W. H. Hedges by deed according to law the property so sold and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises so far as they may be paid herein.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of said County.

And the Court coming now to distribute the procede

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of said sale amounting to $1687.96, it is ordered that the Sheriff out of the money in his hands pay:

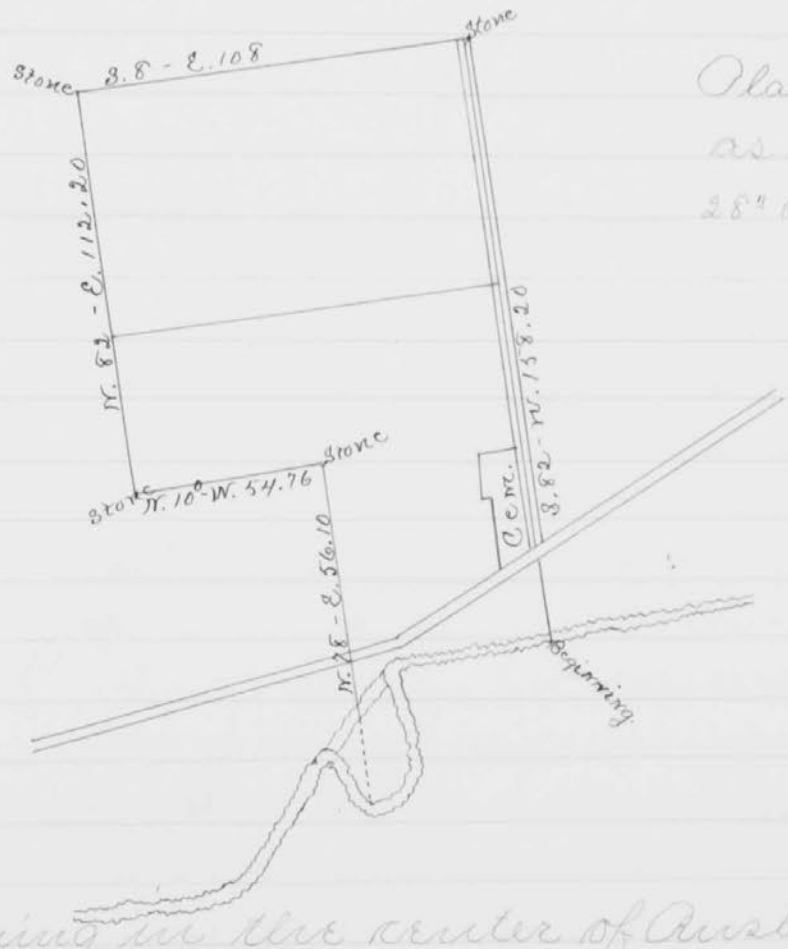
To the Treasurer of said County the taxes, penalty and interest against said property to-wit: the sum of $205.87 and cost in suit by W. H. Leary herein in trying to collect taxes, judgment in Lemmon Pleas Court of Union County, case of W. H. Leary vs Matilda Baldwin $55.70

Secondly. The cost of said Matilda Baldwin in this action including said Surveyors fee expended taxed at $79.63

Third. To said plaintiff the amount of his claim, to-wit: the sum of $387.50

Fourth. To Timothy Fahey the amount of his mortgage claim, to-wit: the sum of $659.40

Fifth. And that the balance of said proceeds amounting to $273.56 to pay to Matilda Baldwin which the Court finds due to her as allowance in lieu of a homestead



Plat & Survey of Price land as surveyed by me this 28th day of February, 1890.

I certify the same to be correct.

Samuel Bell
Surveyor.

Beginning in the center of Rush Creek at corner of lands formerly belonging to J. M. Sanders; thence with South line of said Sandres land S. 82 - W. 158.20 rods to a stone and South-west corner to said Sandres land; thence S. 8° E. 108 rods to John Chapmans land; thence with the North line of said Chapmans land N. 82 - E. 112.20 rods to a stake and corner to G. A. Smallwoods land formerly Levi Roseberry thence with the West line of said Smallwoods lands N. 10° W. 54.76 rods to a stone and corner to said Smallwoods land; thence with Smallwoods North line N. 82 - E. 56.10 rods to center of new channel of Rush Creek (as shown on plat); thence with the center of said creek down stream to the place of beginning, containing ninety two 17/100 acres.

Also one acre east of new channel as shown by Plat making in the aggregate 93.17 acres, excepting 4 3 acres off of the west end heretofore deeded by Melila Price & Simpson Price to Jonathan Hedges as shown by deed recorded in Book --- Page --- of Union County Record of Deeds

Also excepting 3.75 acres included in Lewisberry and described as follows: Beginning in the center of the gravel road where the north line of said land crosses; thence with said north line S. 82° W. 30.20 rods to a stake; thence S. 10½ E. 17.60 rods to a stake; thence N. 82° E. 18 rods to a stake; thence N. 11° W. 60/100 rods to a stake; thence N. 82 E. 20.50 rods to the center of gravel road; thence N. 38° W. with center of road to the place of beginning, containing 3.75 acres, leaving a balance of 44.42 acres belonging to Matilda Baldwin.

Surveyors Fees. Samuel Bell, one day in field $4.00
" " " , making Plat & field notes $2.00
Charles Beckley, one day $1.00
J. Bell, Chainman, one day $1.00
February 28th, 1890. $8.00

S. Bell, Surveyor.

Attest R. M. Brown Clerk

Also continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial district of the Court of Common Pleas of the State of Ohio, before the Honorable John F. Price, Judge of said Court, of the term of March, to-wit, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 27th day of January, 1890, Alice M. Houston filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William F. Houston, to-wit:

Petition
Alice M. Houston
vs
5919 Wm. F. Houston
Court of Common Pleas
Union County, Ohio.

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 said County of Union.

That on, or about the 16th day of September A.D. 1884, said plaintiff was married to the defendant, and she has ever since conducted herself toward the said defendant as a faithful and obedient wife.

The defendant, disregarding his duties as a husband did on or about the 28th day of March, 1889, sell and dispose of their homestead, and abandon plaintiff and their child, the issue of said marriage, and left the State of Ohio, and has ever since remained away.

That since the 16th day of April, A.D. 1889, defendant has

Proof of Publication

contributed nothing whatever to the support of plaintiff or their said child, either by the way of clothing, provision, or in any other way. And the plaintiff has been compelled to support herself and her child without any aid from defendant as aforesaid.

Second. Defendant has frequently been guilty toward plaintiff of extreme cruelty, in this that in the month of November, 1887, he used towards her personal violence, and struck her upon the head with his hand.

And in December, 1887 he again struck her with his hand, and about July 20th, 1888 he again struck her repeatedly upon the head. And all this without provocation on her part or reason on his part. And he has frequently at other times been guilty of personal violence toward plaintiff in the same way by striking her upon the head.

Plaintiff and defendant had as the issue of said marriage as aforesaid, one child, a little girl named Grace who is in the care and custody of plaintiff, and who is being supported by said plaintiff. Said child was four years old last July.

The plaintiff therefor prays that she may be divorced from the defendant; said marriage contract annulled; that the custody of said child be given her; and that she have such other and further relief, as in equity she is entitled to.

Porter & Porter,

Attorneys for Plaintiff.

Plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are true as she believes

Plaintiff further makes oath that the defendant is not a resident of this State, but lives as affiant is advised, in the city of Portland, in the State of Oregon and that service of a summons cannot be made upon him within this State.

Alice M. Houston.

Sworn to by Alice M. Houston, before me, and signed by her in my presence this 27th day of January, A. D. 1890.

A. McLeroy,

Clerk of Court.

(seal)

Proof of Publication

Divorce Notice

William A. Houston, of the city of Portland, in the County of Multnomah, and State of Oregon, is notified that his wife Alice M. Houston, did, on the 27th day of January A. D. 1890, file her petition in the office of the Clerk of the Court of Common Pleas, within and for the County of Union, and State of Ohio, charging the said William A. Houston with abandonment, and gross neglect of duty and extreme cruelty of and toward the plaintiff, and asking that she may be divorced from the said William A.

Houston, and asking the custody of her child and a judgment for reasonable alimony, which petition will stand for hearing at the next term of said Court, after six weeks publication.

Alice M Houston.

By Porter & Porter, her Attorneys.

The State of Ohio, |
Union County. ss |

She 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 January 30, 1890.

W. A. Shearer.

Sworn to and subscribed before me, this 27th day of May, 1890.

R. McCrory, Clerk

By W. M. Winget, Deputy.

Entry

Afterward, on the 20th day of March, 1890, the

5919 following Entry was made on the Journal by the Clerk.

Alice M. Houston | Journal, 15, Page 281.
vs |
William A. Houston |

This day this cause came on to be heard, and the defendant having been duly served with summons and a copy of the petition, and was also served legally by publication -- he being absent from the State of Ohio -- and having failed to appear or to answer or demur to said petition, the Court find the allegations of said petition to be true. And find upon evidence adduced that the defendant has been guilty of gross neglect of duty towards plaintiff as alleged by her, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered, decreed and adjudged by the Court that the marriage contract heretofore existing between the said Alice M. Houston and William A. Houston be, and is hereby dissolved annulled and set aside, and the parties released from the obligations of the same.

It is further ordered that the plaintiff have the care, custody, education and control of their said child, Grace, -- defendant to have the privilege of visiting said child at all reasonable times, but is otherwise not to interfere with the custody of said child until the Court further orders.

It is further ordered and adjudged that the defendant pay the costs of this action taxed to $---

Petition

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[illegible]
[illegible]
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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John of Price Judge of said Court, of the term of March, Court, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, Court, on the 8th day of January, 1890, Lafayette Thompson filed in the Clerk's Office of the said Court of Common Pleas the following petition against John Edgar et al.

Petition

Lafayette Thompson

vs

5917 John Edgar, Joseph Edgar, ------ Virdin, ----- Banning ----- Cleveland, John H. Shirk, Mary Holloway, Harry Dean, Elizabeth Clemens, Hiram Johnson, Alvin Johnson, John Johnson, Jemima Moore, James Shirk, Hiram Shirk, Lucillus Shirk, Sarah J. Vaughn Alice Harrington, Minnie Miller, Emily Hibarger, Ida Parr, J W. Shirk, Silas Shirk, Lucinda Johnson, Isaac Shirk, Jemima Davis, William Shirk, Jonas Shirk, Sarah Carter, Wm Moore, Silas Moore, John Moore, Eli Moore, Emily Bryner, Calvin Smith, Jasper Smith, Emily Hicks, Irena Dean, John Smith, Elias Smith, Watie Smith, Ada Strader, Rosa Meacham, the unknown heirs of Hiram Shirk deceased, the unknown heirs of Alfred Shirk, deceased, the unknown heirs of Asher Brown, deceased, and the unknown heirs of Irna Smith deceased, Rosa Spain & Sarah Miller.

The plaintiff says that on the 21st day of September, 1837, John H. Dean conveyed to John Shirk, John W. Edgar, and Jeremiah Moore, Virginia Military Survey No. 3480 in Liberty Township, Union County, Ohio, as tenants in common, by a warranty deed of that date recorded in Volume 6, Page 285 of the Records of Deeds of said Union County, Ohio, to which deed reference is made for a more particular description of said Survey. That afterward about February 1st, 1838 said Shirk, Edgar and Moore, with the assistance of Levi Phelps, County Surveyor, divided said Survey among themselves in the following proportions, to wit:

To said John Shirk: Beginning at a white oak and ash, South westerly corner of said Survey No. 3480: thence with the line of said Survey, correcting the course thereof N. 7° 10' E. 340 poles to a birch and two elms, North-westerly corner of said original Survey: thence with another of the lines of said original Survey, correcting the course thereof S. 83° 50 E. 137 poles and 7 links to two ironwoods and an ash in said line: thence S 7° 10' W. 342 poles to two beeches and a buckeye in the S. original line of said Survey: thence with said line N 82° W. 136 poles and 7 links to the beginning, containing two hundred and ninety acres, more or less.

To John W. Edgar: Beginning at two ironwoods and an ash, North-east corner to John Shirk's land and in the North line of said Survey No. 3480: thence with the said Survey line S. 82° 50' E. 148 poles to two buckeyes and an elm North-west corner of Jeremiah Moore's land: thence S 7° 10' W. 344 poles to two beeches and a maple, in the South line of said Survey: thence with said Survey line N. 82° W. 140 poles to two beeches and a buckeye, South-east corner of said John Shirk's land: thence with his east line N. 7° 10' E. 342 poles to the place of beginning, containing two hundred and ninety six acres, more or less.

To Jeremiah Moore: Beginning at three sugar trees, North-east corner of said Survey No. 3480: thence with the east line of said Survey S 7° 10 W. 346 poles to two hickories oak and lynn, South-east corner of said Survey: thence with the South line of said Survey N. 82° W. 140 poles to two beeches and a maple South-east corner of John W. Edgar's land: thence with his east line N. 7° 10' E. 344 poles to two buckeyes and an elm in the North line of said Survey, North-east corner of said John W. Edgar's land: thence with said Survey line S. 82° 50' E. 140 poles to the place of beginning, containing three hundred and three acres more or less.

That each of said parties immediately took possession of the respective part so set off and assigned to him, and they and those claiming title under them, have continued to hold open, notorious, exclusive, adverse and peaceable possession thereof, ever since being more than twenty one years last past. That said parties either neglected to execute quit claim deeds to each other for the respective part set off to each, or, if said deeds were made, they have become lost or destroyed, without record, except the deed from said Moore and Edgar to said Shirk, which is recorded in Volume 17, Page 140 of the Record of Deeds of Union County, Ohio.

That said John Shirk died more than thirty years

after said division of said lands leaving Aaron Shirk, Elizabeth Clemens, Nancy Johnson, Henson Shirk, Hiram Shirk, Alfred Shirk, John Shirk Jr. Silas Shirk, Lucinda Johnson, Isaac Shirk, Jemima Davis, Jonas Shirk and Sarah Miller as his sole heirs and legal representatives.

That said Aaron Shirk died leaving John H. Shirk, May Galloway, Harry Dean, a grand-son, and Sarah Ann Spain as his sole heirs and legal representatives. That said Sarah Ann Spain has lately died leaving one daughter Rosa Spain as her sole heir and legal representative.

That said Nancy Johnson died leaving Hiram Johnson, Alvin Johnson, John Johnson and Jemima Moore as her sole heirs and legal representatives.

That said Henson Shirk died leaving James Shirk, Hiram Shirk, Lucillus Shirk, Sarah J. Baughn, Alice Harrington and Minnie Miller as his sole heirs and legal representatives.

That said Hiram Shirk died leaving heirs & legal representatives whose names and places of residence are to plaintiff unknown.

That said Alfred Shirk died leaving heirs and legal representatives whose names and places of residence are to plaintiff unknown.

That said John Shirk Jr. died leaving Emily Hibarger, Ida Parr and J. W. Shirk as his sole heirs and legal representatives.

That said Jonas Shirk died leaving William Shirk Jonas Shirk and Sarah Carter as his sole heirs and legal representatives.

That said John W Edgar died a number of years after said division of land as aforesaid leaving as his sole heirs and legal representatives John Edgar, Joseph Edgar, ---- Virden, wife of H. H. Virden, ---- Banning, wife of Raymond Banning, and ---- Cleveland, wife of Hiram Cleveland.

That said Jeremiah Moore died a number of years after said division of said land as aforesaid leaving as his sole heirs and legal representatives, William Moore, Silas Moore, John Moore, Eli Moore, Emily Argure Alvah Brown, Anna Smith, Mary Smith and Samantha J. Meacham.

That said Alvah Brown died leaving heirs and legal representatives whose names and places of residence are to plaintiff unknown.

That said Anna Smith died leaving heirs and legal representatives whose names and place of residence are to plaintiff unknown.

That said Mary Smith died leaving Calvin Smith

Jaspre Smith, Emily Hicks, Irena Mean, John Smith, Oliver Smith and Walter Smith as her sole heirs and legal representatives.

That said Samantha J. Meacham died leaving Ada Stradre and Rosa Meacham as her sole heirs and legal representatives.

Plaintiff says that he is the owner and in possession of the following premises: Situated in said Liberty Township, Union County, Ohio: and part of said Virginia Military Survey No. 3488. Beginning at a stake in the center of the Newton and East Liberty gravel road and south-east corner of Ward No. Harrington's land: thence N. 10° 3/4 - E. 152 70/100 polrs (crossing Mill Creek at 69 1/2 polrs and passing Levi Rea's South-east corner at 106 77/100 polrs) to a stone in the North line of said Survey No. 3480 and corner to Levi Rea's land; thence with the North line of said Survey S. 79° 3/4 E. 141 77/100 polrs (passing James A. Thomas South-west corner at 7 48/100 polrs and crossing the center of Mill Creek at 90 polrs, 110 polrs and 124 1/2 polrs) to a stake in the center of Mill Creek: thence in a South-easterly course down Mill Creek with the meanderings thereof to a stake in the center of said Creek and in the East line of said Survey No. 3480: thence with said Survey line S. 10° 3/4 W. 115 80/100 polrs to a stake in the center of said Newton and East Liberty gravel road; thence with the center of said road N. 66° 1/4. W. 214 70/100 polrs to the place of beginning, containing two hundred and seven and one-half acres more or less.

That said plaintiff holds said premises through a regular succession of conveyances apart from said John W. Edgar and apart from said Jerriniah Moore.

Plaintiff therefore asks that his title to said premises be quieted in him and that as to said tract of land said amicable partition so made by said John Shirk, John W. Edgar and Jerriniah Moore be confirmed by this Court and for all other and proper relief in the premises.

John M. Brodricke,
Attorney for Plaintiff.

The State of Ohio,
County of Union ss

Lafayette Thompson, the plaintiff, being sworn makes oath that the facts stated in the foregoing petition are, as affiant believes true.

L. F. Thompson,

Sworn to by said Lafayette Thompson before me and signed by him in my presence this 8th day of January 1890.

{seal} R. M. Leroy, Clerk.

Summons

5914

Sheriff's Return

Affidavit for Publication

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Summons

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Afterward, on the 8th day of February, A. D. 1890, a Summons was issued by the Clerk of this Court.

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

You are hereby commanded to Notify Isaac Shirk, Silas Shirk, Lucinda Johnson, Flora Johnson, James Shirk, Emily Kilbarger, William Shirk, William Moore, and John H. Shirk that they have been sued by Lafayette Thompson, in the Court of Common Pleas of Union County, and must answer by the 8th day of March A. D. 1890, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 17th day of February, A. D. 1890

Witness my hand and the seal of said Court, this 8th day of February A. D. 1890

{seal}

R. McCrory, Clerk.

Indorsed; "Action for Equitable Relief."

Sheriffs Return

And afterward, on the 12th day of February, 1890 the Sheriff of said County returned said Summons to the Clerks Office in said County, which returns as follows;

The State of Ohio
Union County } Sheriffs Return.

Received this Writ February 8th, A. D. 1890 at 10 o'clock A. M. and served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 10th day of February, 1890.

Thomas Martin, Sheriff.

By agreement Total Fees --- $6.00

Affidavit for Publication

Lafayette Thompson
vs
John Edgar et al } In the Court of Common Pleas Union County Ohio Filed January 8th, 1890.

Lafayette Thompson, the above plaintiff makes solemn oath that service of Summons cannot be made upon the said defendants, John Edgar, Joseph Edgar, Jonas Shirk, Sarah Carter, the unknown heirs of Alfred Shirk, deceased, John Moore, Eli Moore, the unknown heirs of Alvin Brown, deceased, the unknown heirs of Anna Smith, deceased, Calvin Smith, Jasper Smith, Emily Hicks and Irene Dean within this State of Ohio, And further affiant saith not.

L. F. Thompson

Sworn to by said Lafayette Thompson before me and signed by him in my presence this 8th day of January A. D. 1890

{seal}

A. McCrory, Clerk.

Proof of Publication

Legal Notice

Entry 5714

John Edgar, of Anna Christian County, Illinois: Joseph Edgar, of Shelbyville, Shelby County, Illinois; Jonas Shirk of Pittsburg, Crawford County, Kansas; Sarah Carter whose place of residence is unknown; the unknown heirs of Hiram Shirk, deceased; the unknown heirs of Alfred Shirk deceased; John Moore, of Monticello, White County, Indiana; Eli Moore whose place of residence is unknown; the unknown heirs of Asbur Brown, deceased; the unknown heirs of Anna Smith, deceased; Calvin Smith of the State of Kansas, whose post office address is unknown; Jasper Smith of Kansas, whose post office address is unknown; Emily Meeks, of Erie, Whiteside County, Illinois, and Anna Dean of Erie, Whiteside County, Illinois will take notice that Lafayette Thompson filed his petition in the Court of Common Pleas of Union County, Ohio, on the 8th day of January, 1890, against them and others and numbered on the records of said Court as case No. 5914 setting forth that John Shirk, John W Edgar, and Jeremiah Moore were tenants in common in Virginia Military Survey No. 3480 in Liberty Township, Union County, Ohio, and that on or about February 1st, 1838 they made an amicable partition of said Survey as set forth in said petition; that said Shirk, Edgar and Moore are dead and that said defendants are their heirs and legal representatives and asking that said amicable partition be confirmed by said Court and that plaintiffs title to the portion of said Survey described in said petition now held and occupied by him be quieted.

Said defendants are required to answer said petition on or before March 8th, 1890, or judgment will be taken against them as prayed for in said petition.

John M. Brodrick,
Attorney for Plaintiff.

Printers Fees $9.00

The State of Ohio,
Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with January 15th, 1890.

W. O. Shearer.

Sworn to and subscribed before me, this 24th day of February, 1890.

{seal} A. McCrory, Clerk.

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Entry
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Afterward, on the 11th day of March, 1840, the following Entry was made on the Journal by the Clerk

Lafayette Thompson
vs
John Edgar et al

Journal 15. Page 264.

This day this cause came on to be heard on the petition of the plaintiff and the evidence, the defendants being in default for answer and demurrer, and the Court find that the allegations of the petition are true and that the said John Shirk, John W. Edgar and Jeremiah Moore purchased Virginia Military Survey No. 3480 in Liberty Township Union County, Ohio. of said John McLean and said McLean conveyed the same to said Shirk, Edgar and Moore as tenants in common, by a warranty deed dated September 21st, 1837 and recorded in Volume 6, Page 285 of the Records of Deeds of Union County, Ohio.

The Court further find that on or about the 1st day of February 1838 said John Shirk, John W. Edgar and Jeremiah Moore procured the assistance of Levi Phelps, who was then the County Surveyor of said Union County, Ohio. and made an amicable partition of said Survey among themselves, assigning to each the respective portion thereof described in the said petition of said plaintiff herein filed, to which reference is made for a full description thereof.

The Court further find that said Moore and Edgar conveyed to said Shirk the portion thereof so set off to said Shirk, but said Shirk and Edgar did not convey to said Moore and said Shirk and Moore did not convey to said Edgar, or, if said conveyances were made the same have been lost or destroyed without record.

The Court further find that the said John Shirk, John W. Edgar and Jeremiah Moore each took possession of the respective portion so set off to each as aforesaid and they and those under whom they claim have continued to hold open, notorious, exclusive adverse and peaceable possession thereof, ever since said February 1st, 1838, being more than fifty two years last past.

The Court further find that said plaintiff is now the owner of the premises described in said petition as belonging to him.

It is therefore considered ordered and decreed that said amicable partition so found by said Court to have been made by and between said John Shirk John W. Edgar and Jeremiah Moore on or about the 1st day of February 1838 be, and the same hereby is confirmed;

and the title to the lands so discribed in said petition as claimed by said plaintiff, be and the same hereby is quieted in said plaintiff.

It is further ordered by said Court, that said plaintiff pay the costs herein taxed to $.

Attest
A M Conwy Clerk

Be it remembered that on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John S. Price, Judge of said Court, of the term of March, to-wit, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 1st day of October, 1887, Henry Lee filed in the Clerk's Office of the said Court of Common Pleas the following petition against John J. McKelvy et al. to-wit:

Petition

Henry Lee
vs
John J. McKelvy
Margaret McKelvy
and Rachel J. Perkins
and John Perkins and
A M. Scott and
Matilda Warner

Court of Common Pleas

Union County, Ohio.

5876

Now comes the said Henry Lee, plaintiff and for a cause of action herein says:

That there is due to him from the said John J. McKelvy, defendant on the promissory note of the said defendant, the sum of two hundred and ninety-two ($292.) dollars with interest at the rate of eight per cent. per annum from the 2nd day of June, 1888, of which promissory note the following is a copy with all credits and indorsements thereon:

" Marysville, Ohio. June 2nd, 1888.

" Three years after date, I promise to pay Henry Lee
" or bearer, the sum of two-hundred ninety-two ($292)
" dollars for value received, with interest at eight per
" cent. payable annually.

[Signed] John J. McKelvy

That there are no credits nor indorsements on said note. That to secure the payment of said promissory note herein before mentioned and said interest as it became due according to the tenor and effect thereof

the said John J. Mc Kelvey together with his wife, the defendant Margaret Mc Kelvey duly executed and acknowledged and delivered to the said Henry Lee (the said Margaret Mc Kelvey, wife of the defendant John J. Mc Kelvey joining with her said husband in the granting part, the signing and the acknowledgement thereof) their certain deed, bearing date on the 2nd day of June A. D. 1888, and thereby conveyed to the said Henry Lee in fee-simple, freed from all rights including that of dower of the said Margaret Mc Kelvey in and to the same, the following described lands tenements and hereditaments situate in the County of Union in the State of Ohio, and in Survey No. 5497, and bounded and described as follows: Being seventeen (17) acres and seventy-five (75) rods off the north side of the following described lands: It being a part of lot No. (10) ten in the said Survey, and at the N. E. corner of said lot No. ten (10) beginning in the line of John Mc Kelvey: thence N. 81° E. 65 poles to a stone in the cross road; thence S. 9° E. 75 poles to a stone in the road: thence S. 81° W. 65 poles to a stone: thence N. 9° W. 75 poles to a stone, it being the place of beginning. Containing 30 acres and 75 rods, more or less.

That said mortgage deed was delivered to the Recorder, in the Recorders Office of the said County of Union, according to law, on the 2nd day of June, 1888 at 4 o'clock & 9 minutes P. M. and was duly recorded in Record of Mortgages Volume 25, Page 370 of said County. That said mortgage deed has a condition thereunder written that in case the said John J. Mc Kelvey should pay said promissory note when it became due and the interest thereon annually then said deed of mortgage should be void, otherwise it at the option of the holder should be subject to foreclosure. That said John J. Mc Kelvey has wholly failed to pay said interest as it became due or any part thereof, whereby said deed of mortgage has become absolute and subject to foreclosure.

That said John J. Mc Kelvey and Margaret Mc Kelvey have deeded said described premises in fee-simple to Rachel J Perkins, one of the defendants in this action.

That said John J. Mc Kelvey has since died leaving as his sole heirs and representatives his said wife Margaret Mc Kelvey, Rachel J Perkins and John Perkins her husband and Matilda Warner, a widow, heirs of the said John J. Mc Kelvey.

That said John J. Mc Kelvey died intestate and

that no administrator have been appointed of his estate.
That the said A.M. Scott claims to have or hold some interest in or to said lands before described.
That there is due on said note the sum of two hundred and ninety-two dollars with right per cent. interest from the 2nd day of June 1888, interest payable annually.
Wherefor plaintiff prays judgment against the defendand John J. McKelvey for the sum of two hundred and ninety-two Dollars, with interest at the rate of right per annum, interest payable annually from the 2nd day of June, 1888. Also that the said A.M. Scott be required to set up the nature and amount of their said asserted line or claim in and upon said premises; that said premises be sold as upon execution to satisfy plaintiff mortgage indebtedness from the said John J. McKelvey, and the judgment by the plaintiff so to be obtained: that the respective rights, liens and claims of plaintiff and of the defendand A.M. Scott be marshaled and determined by the Court, and for costs and all proper relief.

W. W. Merchant.
Attorney for Plaintiff.

State of Ohio
Union County ss

Henry Lee, being first duly sworn according to law says the facts stated and allegations made in the above petition are as he verily believes, true.

Henry Lee.

Sworn to before me and by the said Henry Lee subscribed in my presence this 14th day of October A.D. 1889.

{seal} R. McKelvey, Clerk.

I hereby waive the issue and service of summons and voluntary enter my appearance as defendant in the within case.

Margaret McKelvey, Admr. of said estate, A.M. Scott, Matilda Le Warner, John M. Perkins, Rachel J. Perkins & John M. Lee.

Entry

Afterward, on the 11th day of December, 1889, the following Entry was made on the Journal by the Clerk.

5876 Henry Lee
as
John M. Lee, as Admr. of
estate of John J. McKelvey, etal.

Journal 15, Page 219.

This cause now coming on for hearing on the petition of the plaintiff, and the evidence, the Court find that the defendants John M. Lee, as Administrator of the estate of John J. McKelvey, Margaret McKelvey Rachel J. Perkins, John Perkins, Matilda Warner and

A. M. Scott have waived the issue and service of summons and have voluntary entered their appearance herein, and that they are each in default for answer and answerrr and that the allegations of the petition are thereby confessed by them to be true. And that there is due the plaintiff from the defendant John M. Lee, Administrator as aforesaid on the promissory note set forth in the petition with interest to the date of this decree (December 10th, 1889) the sum of three hundred and twenty eight and $\frac{26}{100}$ dollars.

The Court further find that in order to secure the payment of said promissory note the defendants John J. McKelvey and Margaret McKelvey, his wife, executed and delivered to the said Henry Lee, the plaintiff, their certain mortgage as in the petition described. That said mortgage was duly recorded in Book No 25, Page 390 of the Records of Mortgages in said County and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken.

It is therefore adjudged and decreed by the Court that unless the defendants John M. Lee as Administrator as aforesaid or Rachel J Perrine, shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff the sum so found due as aforesaid with interest from the 10th day of December 1889, the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Entr

John A. Price, Judge.

Henry Lee
vs
John M. Lee as Admr. etal

Praecipe filed December 16th 1889

To the Clerk:

Issue order of sale in the above entitled case to Sheriff of Union County returnable according to law.

W. W. Merchant, Attorney
for Henry Lee.

Order of Sale

Afterward, on the 16th day of December, 1889, an Order of Sale was issued by the Clerk of this Court.

The State of Ohio
Union County, ss.

To the Sheriff of said County.

Whereas, at a Court of Common Pleas,

holden at the Court House in Marysville in said County of Union on the 11th day of December 1858 Henry Lee obtained a Judgment and decree against John M. Lee, Administrator of John McKelory, deceased, for the sum of three hundred and twenty-eight 2/100 dollars, and five and 39/100 dollars costs of suit. And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said John M. Lee as Administrator, or Rachel J. Perkins within 5 days from the 11th day of December, A. D. 1858, pay unto the said Henry Lee the said sum of three hundred and twenty eight 2/100 dollars with interest from the 15th day of December 1858, and costs aforesaid: and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the Statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition &c: And whereas, the 5 days aforesaid have fully expired, and the said sum of three hundred and twenty-eight 26/100 dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record-

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit: The following described lands, tenements and hereditaments, situate in the County of Union and State of Ohio, and in Survey No. 5497, and bounded and described as follows; Being seventeen acres and seventy rods off the North side of the following described lands,--it being a part of lot No. 10, in said Survey, and in the N. E. corner of said lot No. 10, beginning in the line of John J. McKelory's: thence N. 81, E. 65 poles to a stone in the cross-road; thence S. 9 - E. 75 poles to a stone in the road; thence S. 81 W. 65 poles to a stone; thence N. 9 - W. 75 poles to a stone, it being the place of beginning, containing 30 acres 2/10 75 rods, more or less.

We therefore command you, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the 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

Marys
Mr. Sh
Clerks
Service
Levy
Sum.
Swear.
Convey.
Writing
Copy D
Notice
Affidav
Writing
Mileag
Comm
Return
Total
Appra
Print
The
of sale
days, (
by adv
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circul
advert
door o
of 10 cl
Specifi
real e
struck
of two
bidder
thirds
the ap
bring
there
tenem
Henry
John M

Marysville, Ohio 16th day of December A.D. 1889.
{seal} R. McCleary, Clerk.

And afterward, on the 15th day of January, 1890, the Sheriff of said County returned said Writ to the Clerks Office in said County, which return is as follows, To Wit:

Service	$	30
Levy		50
Summ. and		
Swear. Appr's.	1	20
Convey. " "	2	00
Writing Appr'l		30
Copy of " "		30
Notice to Printer		30
Affidavit to " "		30
Writing Notice		30
Mileage	1	60
Poundage	5	64
Return		25
Total	$12	99
Appraisers Fees	$3	00
Printer's Fees.	$14	30

The State of Ohio, Union County ss. | Sheriffs Return
Received this writ the 16th day of December, A.D. 1889, and on the 17th day of December, A.D. 1889, I called an inquest of Solomon Turner Benjamin Bolodre & J. A. Perkins three disinterested free holders and residents of the County, and caused the within described real estate to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof, (to-wit: $30.00 per acre) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within Court.

Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days, (to-wit: five consecutive weeks) before the day of sale by advertisement in the "Union County Journal" a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement herein attached.

And on the 18th day of January, A.D. 1890 at the door of the Court House, in Marysville, Ohio, at the hour of 1 o'clock P.M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction; and there and there struck off and sold the same to Henry Lee for the sum of twenty dollars per acre, ($20.00) he being the highest bidder therefor, and the sum bid being more than two thirds of the appraised value.

Thomas Martin, Sheriff.

And said sum being more than two thirds of the appraised value thereof, and said Henry Lee being the highest and best bidder therefor, I then & there publicly sold and struck off said lands and tenements to him for said sum of $20.00 per acre.

Thomas Martin, Sheriff.

Sheriff's Sale.

Henry Lee
vs
John M. Lee, Exor. of J. J. McCleary

On order of Sale
Docket A. Page 218

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 18th, 1890, at or about the hour of one o'clock P. M. of said day, the following described real estate town: Situated in the Township of Dover, County of Union and State of Ohio and bounded and described as follows:

On Survey No. 5497, bring seventeen acres and seventy rods off the North side of the following described lands,- it bring part of lot No. 10 in said Survey and in the North East corner of said lot No. 10: brginning in the line of John J. McKelvys: thence North 81° East 65 poles to a stone in the cross-road: thence South 9° East 75 poles to a stone in the road: thence South 81° W. 65 poles to a stone thence North 9° West 75 poles to a stone, it bring the place of brginning, containing 30 acres, 75rd. more or less.

Appraised at $30.00 per acre. Terms of Sale, Cash.

Thomas Martin, Sheriff
Union County, Ohio.

The State of Ohio,
Union County ss

The undersigned, bring duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union the first publication brginning with December 19th, 1889.

A. J. Hearn.

Sworn to and subscribed before me, this 18th day of February A. D. 1890.

{seal} R. M. Leroy, Clerk.

Afterward, on the 11th day of March, A. D. 1890, the following Entry was made on the Journal by the Clerk:

Entry

5876

Henry Lerr
vs
John J. McKelvy et al

Journal 15, Page 263.

Petition

5603

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, that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that said proceedings and sale be and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Henry Lerr, plaintiff, in this case, by deed according to law the property so sold. And the said purchaser is hereby subrogated to all the rights of the said lien-holders in said premises so far as they may be paid herein for the protection of his title.

And it is further ordered by the Court that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the records thereof in the Office of the Recorder of Union County.

And it is further ordered by the Court that a definite description of said land be inserted in said deed describing the same tract as is in said mortgage sued upon. And the Court coming now to distribute the procreds of said sale amounting to --- $ it is ordered that the Sheriff out of the money collected from said purchasr (Henry Lee, mortgagee,) pay to the County Trasurer the taxes, prually and interest against said property, towit; the sum of --$ Skondly. The costs of this action taxed at --$. Skirdly.... The balance to the plaintiff amounting to $.

Attest
R M Avery clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Skirth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John S. Price, Judge of said Court, of the term of March, towit, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, towit, on the 20th day of August, 1888, William Kightlinger filed in the Clerk's Office of the said Court of Common Pleas the following petition against Jacob Leonard et al.

William Kightlinger vs Jacob Leonard | Union County Court of Common Pleas.

Petition

5603

First Cause of Action:

Plaintiff says that he is the owner and holder of the following writing obligatories towit, a copy of which is hereto attached.

" January 1st, 1874. One day after date I promise to
" pay A. S. Bellus, or bearer, forty-five dollars.
" [Signed] Jacob Leonard

Second Cause of Action:

Also the following writing obligatory
" towit: August the 21st, 1876
" Mr. Bellus: Please let Jane
" Leonard have fifteen dollars and oblige me
" Jacob Leonard

To which is written on the margin as follows:

"I will be in tomorrow and make it right". A copy of which is here to attached.

That there are no Judgments or offsets against said writing obligatories and that they remain unpaid and that there is due Murrow the sum of one hundred and nine 78/100 dollars for which he asks Judgment with interest from this date at 6 per cent.

J. M. Kennedy,
Attorney for Plaintiff

State of Ohio
Union County ss

William Kightlinger, being duly sworn, says the facts and allegations of the foregoing petition are as he believes true.

A. H. Kollerath. William his X mark Kightlinger

Sworn to and subscribed by the said William Kightlinger before me this 20th day of August, 1888.

A. H. Kollerath
Notary Public

Copy "A" January 1st, 1874. One day after date I promise to pay A. S. Billue, or bearer, forty-five dollars.

[Signed] Jacob Leonard.

Copy "B" August 21st, 1876.

Mr. Billue. Please let Jane Leonard have fifteen dollars oblige me.

[Signed] Jacob Leonard

"I will be in tomorrow and make it right".

Summons

Afterward, on the 20 day of August, 1888, a Summons 5603 was issued by the Clerk of this Court.

The State of Ohio,
Union County

To the Sheriff of the County of Union

We command you to notify Jacob Leonard that he has been sued by William Kightlinger in the Court of Common Pleas of Union County, and that unless he answer by the 22nd day of September, 1888 the petition of said William Kightlinger against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 3rd day of September, A. D. 1888.

Witness my hand and the Seal of said Court this 20th day of August. A. D. 1888.

Seal A. McCleary Clerk.

Sheriffs Return And afterward, on the 25 day of August, 1888, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

The State of Ohio
Union County ss

Received this writ August 20th, A. D. 1888 at 5

Entry 6603

Service
Mileage
Copy
Total

Entry
Entry
Wm Kightlinger
Jacob Leonard
will be
days from
Answered
Petition
Petition
William
Jacob Leonard
answered
the following
hereto
J.
A. S. Billue
Second
of action
following
A.
have from
To
be in the
The
said Court
or offer
due the
47/100 dollars
from A.
The State
Union

Service	$	30
Mileage		96
Copy		20
Total	$	1 46

o'clock P.M. And pursuant to its command, on the 21st day of August A.D. 1888, I served the same by handing a true copy thereof with indorsements thereon to the within named Jacob Leonard.

W. Hopkins, Sheriff
By F. S. Wall, Deputy.

Entry

Afterward, on the 5th day of December, 1888 the following Entry was made on the Journal by the Clerk of this Court

6603 Wm Sightlinger
vs
Jacob Leonard

Journal 15, Page 574.

By consent of parties this cause is continued with leave to answer by defendant to answer in thirty days from the rising of the Court.

Amended Petition

Afterward, on the 19th day of March, 1889, Amended Petition was filed with the Clerk of this Court.

William Sightlinger
vs
Jacob Leonard

Court of Common Pleas
Union County, Ohio

First Cause of Action:

Plaintiff says by way of amended petition that he is the owner and holder of the following writing obligatories. Copies of which are hereto attached marked "A" and made a part hereof.

January 1st, 1874. One day after I promise to pay
" A. S Billus or bearer forty-five dollars.
(Signed) Jacob Leonard.

Second Cause of Action.

Plaintiff says for second cause of action that he is the owner and holder of the following, a copy of which is hereto attached.

August the 21st, 1876.

" Mr. Billus. Please let Jane Leonard
" have fifteen dollars and oblige me.
" Jacob Leonard.

To which is written on the margin as follows: "I will be in tomorrow and make it right.

That said order was accepted and paid by the said A. S Billus, and that there has been no payments or offsets against said claims and that there remains due thereon the sum of one hundred and nine 4/100 dollars for which he asks judgment with interest from August 20th, 1888.

J. M. Kennedy, Atty. for Plff.

The State of Ohio,
Union County ss.

William Sightlinger being duly sworn

says the facts and allegations of the forgoing petition are as he believes true.

William his mark Sightlinger

Sworn to and subscribed by the said William Sightlinger before me this 16th day of March, 1889.

John M. Brodrick, Notary Public
Union County, Ohio.

Entry — Afterward, on the 27th day of May, 1889, the following Entry was made on the Journal by the Clerk of the Court.

5603 William Sightlinger vs Jacob Leonard | Journal 15, Page 97

On motion the defendant is granted leave to plead by the 3rd day of June, 1889.

Motion — Afterward, on the 3rd day of June, 1889, a Motion was

5603 filed with the Clerk of this Court.

William Sightlinger vs Jacob Leonard | Court of Common Pleas Union County, Ohio.

And now comes the said defendant, Jacob Leonard and moves that the plaintiff be, by the court ordered to make his petition more specific definite and certain by stating in his two separate causes of action the amount claimed to be due on each one of said causes of action therein contained.

John B. Coats.
Attorney for defendant.

2d Amended Petition — Afterward, on the 18th day of June, 1889, Second Amended Petition was filed with the Clerk of this Court.

5603 William Sightlinger vs Jacob Leonard | Union County Court of Common Pleas

Now comes the plaintiff and by leave of the court the plaintiff files this his amended petition and by the same leave A. S. Billue is made a party defendant hereto.

First cause of Action:

Plaintiff says that he is the owner and holder of the following writing obligatorirs, a copy of which is hereto attached marked "A".

" January 1st, 1874. One day after date I promise to
" pay A. S. Billue, or bearer, forty-five dollars.
" (Signed) Jacob Leonard.

That the same was purchased of the defendant A. S. Billue, and that there are no offsets, counter claims or payments thereon and that there was due thereon the sum of $87.50 on the date of filing in this case August 20th, 1888.

copy "A"

copy "B"

Entry — 5603

Second Cause of Action:

For second cause of action plaintiff says that he is the owner by purchase from said A. S. Billus the following, a copy of which is hereto attached marked "B"

" August 21st, 1876.

" Mr. Billus. Please let Jane Leonard have " fifteen dollars and oblige me.

" Jacob Leonard

So which is written on the margin as follows, to-wit: "I will be in tomorrow and make it all right."

Said order was accepted and paid by the said A. S. Billus and there has been no payments or offsets against said claim and there remains due thereon the sum of $25 80 August 21st, 1888.

Plaintiff further says that A. S. Billus claims some interest herein and he hereby make him a party hereto with leave to answer.

Plaintiff therefore says there is due the plaintiff on said causes of action the sum of $110 30, one hundred and ten 30/100 dollars with interest thereon from August 20th, 1888.

J. M. Kennedy,
Attorney for Plaintiff.

State of Ohio, ||
Union County, ss ||

William Slightlinger, being first duly sworn says the facts and allegations of the foregoing petition are true as he verily believes.

William his X mark Slightlinger.

Sworn to and subscribed before me, this the 13th day of June, A. D. 1889.

A. H. Kollefrath,
Notary Public.

Copy "A"

" January 1st, 1874. One day after date I promise to
" pay A. S. Billus, or bearer, forty-five dollars.
" (Signed) Jacob Leonard

Copy "B"

Mr. Billus: Please let Jane Leonard have fifteen dollars and oblige me.

(Signed) Jacob Leonard

"I will be in tomorrow and make it all right."

Entry

5603

Afterward, on the 12th day of June, 1889, an Entry was made on the Journal by the Clerk of this Court.

Wm Slightlinger
vs
Jacob Leonard

Journal 15, Page, 112.

On motion of the plaintiffs attorney A. S. Billus was made a party defendant herein with leave to file his answer and cross-petition within 10 days from

this date.

Answer & Cross Petition of A. S. Bellus

Afterward, on the 15th day of June, 1889, Answer and Cross Petition was filed with the Clerk of this Court

Wm Rightlinger
vs
Jacob Leonard

Court of Common Pleas
Union County Ohio

Now comes A. S Bellus by leave of the Court and for his answer and cross-petition says that he denies that said plaintiff is the owner of said note and accepted order as set forth in his petition, but says he, the plaintiff there from said Bellus under a contract to collect the same upon a per cent. and that is all the ownership said plaintiff has in the same.

Said A S Bellus further says that he is the owner of said note and order and that there was due him on said note the sum of $54.50 dollars on August 20th 1888 the date of filing the petition in this case.

Said A. S Bellus further answering says that there was also due him, the said defendant, A. S. Bellus on August 20th, 1888 on said accepted order the sum of $25.80

Said defendant A. S Bellus therefore prays for judgment against Jacob Leonard, for the sum of $110.30 one hundred ten dollars and 30/100 and for all proper relief.

A. H. Kollrfath, Attorney
for A. S. Bellus.

State of Ohio,
Union County ss

A. S. Bellus, being duly sworn, says the facts stated and allegations made of the forgoing answer and cross-petition are as he believes true.

A. S. Bellus.

Sworn to and subscribed in my presence this 15th day of June, A. D. 1889.

John M. Brodrick
Notary Public, Union County, Ohio.

Entry

Afterward, on the 21st day of June, 1889, the following Entry was made on the Journal by the Clerk of Court

5603 Wm Rightlinger
vs
Jacob Leonard

Journal 15th, Page 129.

On motion this cause is continued with leave to plead by defendant Jacob Leonard in twenty days from the rising of the Court.

Entry

Afterward, on the 21st day of June, 1889, the following

5603 Entry was made on the Journal by the Clerk.

Wm Rightlinger
vs
Jacob Leonard

Journal 15, Page 133.

Motion

5603

Answer

5603

This day this cause came on to be heard on the motion of the defendant to make the petition of the plaintiff more definite and certain by stating in said petition, in the two causes of action therein contained the amount claimed to be due on each cause, which motion was sustained, and thereupon the plaintiff has leave to file amended petition instanter.

Motion

Afterward, on the 22" day of August, 1889, a Motion
5603 was filed with the Clerk of this Court.
William Slightlinger
vs
Jacob Leonard
Union County Court of Common Pleas

And now comes the said defendant Jacob Leonard and moves that the said A. S. Billue who is made a defendant to this action be ordered by the Court to make his answer and cross-petition more definite and certain and that he be ordered to separately state and number the two separate causes of action contained in said cross-petition.

John B. Coale Attorney for
defendant J. Leonard.

Answer

Afterward, on the 15" day of November, 1889, Answer
was filed with the Clerk of said Court.
5603 Wm Slightlinger
vs
Jacob Leonard
Court of Common Pleas
Union County, Ohio

II. Defense: The defendant says in answer to the first cause of action contained in the plaintiffs petition that he admits the making of the writing obligatory set forth & described in said petition, and denies each and every other allegation therein contained.

III. Defense:

The defendant in further answering to the first cause of action contained in said plaintiffs petition says that before the commencement of the plaintiffs action herein and before said plaintiff obtained possession of said writing obligatory set forth and described therein, he the said defendant paid, satisfied and wholly discharged the claim set forth in said first cause of Action.

IIII. Defense:

The defendant says in answer to the second cause of action contained in the plaintiffs petition, that he admits the making of the writing obligatory set forth and described therein, the acceptance and payment thereof by the said A. S. Billue and he denies each and every other allegation therein contained.

VIV Defense:

Sur defendant in further answer to the second cause of action contained in said plaintiffs petition says that befor the commencement of the plaintiffs action herein, and befor said plaintiff obtained the possession of said writing obligatory set forth and contained therein Sur defendant paid satisfied and wholly discharged the claim and writing obligatory to the said N. S. Billue, to whom the same was made & delivered.

John B. Coals
Attorney for defendant.

State of Ohio
Union County ss

Sur defendant Jacob Leonard being sworn, says that the facts stated in the foregoing answer are true as he verily believes.

Jacob Leonard.

Sworn to by the said Jacob Leonard befor me and signed by him in my presence this 18th day of November A. D. 1889.

{seal} R. McCleary, Clerk

Reply — Afterward, on the 19th day of November, 1889, Reply was filed with the Clerk of said Court.

5603 Wm Sightlinger
vs
Jacob Leonard
Union County Court of Common Pleas.

Now comes the plaintiff and for reply to the second defense contained in defendants answer says that he denies that the defendant at or before the beginning of this action or at any time ever paid said note therein described or any part thereof.

Nor therefore each and every allegation contained in the second defense of said answer except the admission of of the making thereof of said obligatory.

For reply to the fourth cause of said answer the plaintiff says that he denies the payment of the second cause of action set up in plaintiffs petition as stated in said fourth defense of said answer or in any manner whatever. Nor therefore prays as in his petition.

J. M. Kennedy,
Attorney for Plaintiff.

State of Ohio,
Union County ss

Wm Sightlinger, being duly sworn deposes and says the facts and allegations in the foregoing reply are true as he verily believes.

William his X mark Sightlinger.

Sworn to and subscribed befor me, this 19th day of November, A. D. 1889.

A. C. Ruggles

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Entry — Wm Sigleldinger vs Jacob Leonard — November 13th, 1889. Journal 15. Page 182.

5603

On motion the defendant has leave to plead on Monday November 20th, 1889.

Entry

Afterward, on the 11th day of March, 1890, the following

5603 Entry was made on the Journal by the Clerk.

Wm Sigleldinger vs Jacob Leonard — Journal 15. Page 265.

This day came the parties herein by their attorneys; also came the following named persons as Jurors, to-wit:

1st S. C. Williams	5th W. E. Jones	9th Antonius Shearer
2nd J. A. Henderson	6th E. A. Hedges	10th Casper Rausch
3rd Wilson Brown	7th Joel Hall	11th C. C. Ringel
4th W. W. Judy	8th Samuel McGuire	12th G. H. Welch.

Who were duly impaneled and sworn according to law; and thereupon the cause came on for hearing on the pleadings and evidence and after hearing the evidence, argument and charge of the Court the Jury retired to their room in charge of the Sheriff for deliberation.

And now comes said Jury into open Court with their verdict in writing signed by their forman and say:

"We, the Jury, bring duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount due the plaintiff from the defendant at the sum of $115.92.

E. A. Hedges. Forman.

Entry — Afterward, on the 17th day of March, 1890, the following entry was made on the Journal by the Clerk of this Court.

5603 Wm Sigleldinger vs Jacob Leonard — Journal 15, Page 271.

The Jury in this action having on a former day of this term rendered a verdict for the plaintiff and assessed his damages at $115.92 And no motion for a new trial having been made.—

It is therefore considered by the Court that the said plaintiff recover from the said defendant the sum of one hundred and fifteen 92/100 dollars together with his costs herein expended within 60 days from this date.

Olras continued and held at the Court House in Marysville, within and for the County of Union in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the Term of May, to-wit, on the 26th day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit. on the 14th day of January, 1890, O. Lenno filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Richard Mayfield et al.

Petition 5917

O. Lenno

vs

Richard Mayfield et al
Roslinda Mayfield
Duncan McLean,
William Faucher et al
Bank of Richwood

Court of Common Pleas

Union County Ohio

First Cause of Action:

The said plaintiff O. Lenno complains of the said defendant Richard Mayfield and Duncan McLean for that said defendant Richard Mayfield on the 5th day of March 1888. made his certain promissory note in writing of that date and then and there delivered the same to the said defendant Duncan McLean, and thereby promised to pay to the said Duncan McLean, or order, three hundred and seventy-five ($375.00) dollars on the 1st day of August, 1889, after its date with interest at 6 per cent. from date until paid,

And afterwards, and before said promissory note became due, in the usual course of trade and for a valuable consideration paid by the plaintiff to said Duncan McLean, he the said Duncan McLean indorsed said promissory note to the plaintiff, and plaintiff is now the bona fide owner and holder of said note. Plaintiff says that no payments have ever been made on said note, and a copy of which said note is hereto attached marked "A".

Plaintiff says the time for the payment of said note has expired and there is due to the plaintiff from said defendant Richard Mayfield on said note the sum of three hundred and seventy-five ($375.00) dollars with interest thereon at 6 per cent from March 5th, 1888.

Copy of Note "A" Secured by Mortgage.

$375.00. March 5th, 1888.

August 1st, 1889, after date, I promise to pay to the order of Duncan McLean Three hundred and seventy-five dollars at--

For value received without any relief whatever from valuation appraisement laws with 6 per cent interest from date until paid.

Richard Mayfield.

Said Note is endorsed as follows;

Duncan McLean.

Second Cause of Action:

The plaintiff further says that the said defendant Richard Mayfield also on the 5th day of March 1888, executed made and delivered to said Duncan McLean defendant his other promissory note in writing of that date for the sum of three hundred and seventy five ($375.00) dollars and payable August 1st, 1890 with interest at 6 per cent from date until paid, to said Duncan McLean, or order, which note before it became due and payable in due course of trade and for a valuable consideration paid to said Duncan McLean by plaintiff was by said Duncan McLean duly endorsed, assigned transferred and delivered to plaintiff. And plaintiff is now the owner and holder thereof, and no payments has been made thereon, and said note is not yet due but will become due August 1st, 1890 with interest as aforesaid, a copy of said note with all indorsements thereon is hereto attached marked "B."

Copy of Note "B."

$375.00 March 5th, 1888.

August 1st, 1890, after date I promise to pay to the order of Duncan McLean three hundred and seventy-five dollars at -----.

For value received without any relief whatever from valuation or appraisement laws with 6 per cent interest from date until paid.

Richard Mayfield

Said note endorsed as follows: Duncan McLean.

Third Cause of Action:

The plaintiff for a further cause of action complains of the defendants Richard Mayfield and Roslinda Mayfield, his wife, in order to secure the payment of the several promissory notes mentioned in the petition and the interest thereon, executed and delivered to the said Duncan McLean defendant, their mortgage deed on the 5th day of March 1888 and thereby conveyed to the said Duncan McLean his heirs and assigns in fee-simple the following described premises to-wit;

Situate in the County of Union in the State of Ohio and in the Township of Marysburg and bounded and described as follows: viz: Commencing at a stone in the center of the Pharisburg and Urbanna road and South-westerly corner to Lot No 160 in Hedinge Addition to Magnetic Springs: thence with the West line of said Addition N. 1/4 E. 118 39/100 poles to a stone in the south margin of Magnetic Avenue: thence with the south margin of said avenue N. 57° W. 39 70/100 poles to a stake in the center of a hedge in Hoskins line: thence with said Hoskins line in

said bridge S 12½ W. 73 poles to a stone; thence S 13° W. 33 75/100 poles to a stone in the center of said Harrisburg and Delaware road S 52½ E. 39 78/100 poles to the place of beginning containing thirty seven and 35/100 acres of land, more or less.

Said mortgage deed had a condition thereunder written in substance that if the said Richard Mayfield should pay or cause to be paid the above described notes according to the tenor thereof then said deed should be void. Said mortgage deed was left for record with the Recorder of Union County Ohio, March 6th, 1888 at 10 o'clock A. M. and recorded in Record of Mortgages of said County in Book No. 24, Page 599.

Plaintiff says that on the 5th day of May, 1888, the said Duncan McLean defendant for a valuable consideration paid him by plaintiff duly assigned and transferred said mortgage and all his interest therein to plaintiff on the back of said mortgage in the words and figures following towit:

For value received I hereby sell and transfer all of my right and interest in this mortgage and notes secured by the same to Mrs P. Munro May 5th, 1888. Duncan McLean.

And the said P. Munro plaintiff is now the owner and holder of said mortgage and notes. Said defendant Richard Mayfield failed to pay said notes as they became due and payable, whereby the condition of said deed has been broken and said deed has become absolute.

Plaintiff says the other defendants herein have or claim to have some interest in said premises, the exact nature of which plaintiff is not informed.

And he therefore asks that he may be compelled to answer the petition and set forth their claims or be forever barred.

Wherefore the plaintiff prays for a personal judgment against the said Richard Mayfield for the amount due on the note first described in the petition towit: for the sum of 375^{00} with interest at 6 per cent from the 5th day of March, 1888. That said premises be ordered sold as upon execution to satisfy said mortgage indebtedness from said Richard Mayfield and Roslinda Mayfield, his wife, and the Judgment so to be obtained and for costs, and that out of the proceeds of such sale if there should be more than enough to satisfy the judgment on the note that is due and costs that the balance be applied to the payment of the note not yet due, and that plaintiff have execution for the balance, and for all proper relief in the premises.

P. Munro, by F. F. Arthur Atty

The State of Ohio
Union County ss

F. T. Arthur, being duly sworn, says he is the attorney of the above named plaintiff, duly authorized in the premises, that said plaintiff is not a resident of Union County Ohio and is now absent therefrom, that this action is brought upon instruments in writing for the payment of money and that said instrument is in his possession and he believes the statements and allegations in the foregoing petition to be true.

F. T. Arthur.

Sworn to before me and subscribed in my presence by the said Thomas Arthur, Attorney, this 14" day of January, 1890.

[seal] R. McElroy, Clerk of Court.

To the Clerk:

Issue Summons returnable according to law to Sheriff of Union County for Richard Mayfield, and Roslinda Mayfield, his wife, and Bank of Richwood.

Also to Sheriff of Delaware County Ohio for William Sanders. Endorse each Writ "Foreclosure of Mortgage."

F. T. Arthur
Attorney for Plaintiff.

Summons

5917

Afterward, on the 14" day of January, A. D. 1890, a Summons was issued by the Clerk of said Court.

The State of Ohio
Union County ss

To the Sheriff of Union County.

You are hereby commanded to notify Richard Mayfield, Roslinda Mayfield and Bank of Richwood that they have been sued by P. Lenno in the Court of Common Pleas of said Union County and that unless they answer by the 15" day of February A. D. 1890, the petition of the said plaintiff against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment taken accordingly.

You will make due return of this summons on the 27" day of January A. D. 1890.

Witness my hand and the seal of said Court this 14" day of January A. D. 1890.

[seal] "Foreclosure of Mortgage" R. McElroy, Clerk.

And afterward, on the 18" day of January, 1890, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

Service	$	60
Mileage	3	20
Copy		60
Return		20
Total	$4	60

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

Received this Writ January 14th A.D. 1890 at 10 o'clock A M. and pursuant to its command on the 15th day of January, 1890, I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants.

Thomas Martin, Sheriff

Summons

And afterward, on the 14th day of January, 1890 a Summons was issued by the Clerk of said Court.

5917 The State of Ohio.
Union County ss To the Sheriff of Delaware County.

You are hereby commanded to notify William Lauchner (impleaded with others) that he has been sued by O. Munro in the Court of Common Pleas of said Union County and that unless he answer by the 15th day of February A.D. 1890, the petition of the said plaintiff against him filed in the Clerks Office of said Court, such petition will be taken as true and Judgment taken accordingly.

You will make due return of this summons on the 27th day of January A.D. 1890.

Witness my hand and the seal of said Court, this 14th day of January A.D. 1890

Seal

Indorsed: "Foreclosure of Mortgage" A. McCleary, Clerk

Sheriffs Return

And afterward, on the 25th day of January, 1890, the Sheriff of said County returned said summons to the Clerks Office in said County, which return is as follows:

Mileage	$	32
Copy		25
Docket		50
Return		25
Postage		02
Total	$1	34

The State of Ohio
Delaware County ss || Sheriffs Return.

Received this Writ January 15, A.D. 1890 at 10 o'clock M. and I failed to find the within named defendant William Lauchner in my bailiwick.

William J. Davis, Sheriff.

Waiver

Afterward, on the 3rd day of February, 1890, a Waiver was filed with the Clerk of this Court

O. Munro
vs
Richard Mayfield
and Boslinda Mayfield, his wife, Duncan McLean, William Lauchner and Bank of Richwood.

Court of Common Pleas

Union County Ohio.

I hereby waive service of process in the above entitled case and enter my appearance to the same. Wm Lauchner, Defendant
By W. B Albright, his Atty.

Entry

5917

O'Leuro
vs
Richard Mayfield ᵃˡˢ
Boslinda Mayfield
his wife. Duncan McLean
William Lancher ᵃˡˢ
Bank of Richwood

Journal 15, Page 251.

Afterward, on the 4th day of March, 1890, the following Entry was made on the Journal by the Clerk of this Court

This cause now coming on for hearing was submitted to the Court on the petition and the evidence, the defendants all having failed to answer demur or otherwise plead, on consideration thereof the Court find on the issue joined find for the plaintiff, and that there is due the plaintiff from the defendant Richard Mayfield on the promissory note set forth in the petition with interest to this date the sum of four hundred and twenty ($420.00) dollars.

The Court further find that in order to secure the payment of said note the defendants Richard Mayfield & Boslinda Mayfield, his wife, executed and delivered to the defendant Duncan McLean their mortgage deed as in the petition described and on the premises therein described. That said mortgage was duly recorded in Book 24" Page 599 of the Record of Mortgages of Union County and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

The Court further find that afterward the said defendant Duncan McLean sold and endorsed said note and mortgage to the plaintiff for a full fair and valuable consideration and that now the plaintiff is the legal owner and holder of said note and mortgage, and entitled to all the benefits and equities in this case.

It is therefore considered by the Court that the plaintiff recover from the defendant Richard Mayfield the said sum of Four hundred and twenty ($420.00) dollars and his costs herein expended.

And it is further adjudged and decreed that unless the defendant Richard Mayfield 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 4th day of March A.D. 1890, 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, who is hereby appointed a special Master Commissioner for that purpose, directing him to appraise, advertise

and sell said premises as upon execution and report his proceedings to this court for further order.

Order of Sale

Afterward, on the 6th day of March, 1870, Order of Sale was issued by the clerk of said court.

The State of Ohio
Union County ss

To the Sheriff of said County.

Whereas, at a court of Common Pleas, holden at the court House in Marysville in said County of Union on the 3rd day of March, 1870, P. Lenno obtained a judgment and decree against Richard Mayfield and Boslinda Mayfield for the sum of four hundred and twenty dollars, and fifteen dollars, costs of suit.

And Whereas, it was then, and there, by said court ordered, adjudged and decreed that the said Richard Mayfield within one day from the 3rd day of March A.D. 1870, pay unto the said P. Lenno the said sum of four hundred and twenty dollars with interest from the 3rd day of March, 1870, and costs aforesaid; and, on 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 & Executions at law, to sell the real estate described in the plaintiffs petition &c: And Whereas, the one day aforesaid have fully expired, and the said sum of four hundred and twenty dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record—

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law the following lands and tenements, situate in Union County, Ohio, to-wit:

Township of Leesburg, bounded and described as follows: Beginning at a stone in the center of the Pharisburg and Delaware road and South-westerly corner to Lot No. 60 in Leedoms Addition to Magnetic Springs: thence with the West line of said Addition N 14° E. 118 3/100 poles to a stone in the South margin of Magnetic Avenue: thence with the South margin of said Avenue N. 57° W. 34 4/100 poles to a stake in the center of a bridge in Hoskins line: thence with Hoskins line on said bridge S 12 1/2 W. 73 poles to a stone: thence 13° W. 33 75/100 poles to a stone in the center of said Pharisburg and Delaware road: thence S 52 1/2 E. 39 78/100 poles to the place of beginning, containing 27 35/100 acres of land more or less.

We therefore command you, That you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the Statute regulating

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 6th day of March, A.D. 1890.

{seal}

R. McElroy, Clerk

And afterward, on the 19th day of April 1890, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

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Swear. " "		
Conveying "		
Writing Appr'l		
Copy of " "		
Notice to Printer		
Affidavit to " "		
Writing Notice		
Mileage		
Poundage		
Return		
Total		
Apprairers Fees		
Printers Fees		

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

Received this writ the 6th day of March, 1890, and on the 6th day of March A.D. 1890. Impaneled an inquest of O. K. Kind, J. M. Kearns and James Shape, three disinterested freeholders and residents of the County, and sworn the within described real estate to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof, ($ - -) under their hands and seals, a copy of which is forthwith deposited with the Clerk of the within named Court.

Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days (four; four consecutive weeks) before the day of sale by advertisement in the "Marysville Tribune" a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 12th day of April A.D. 1890 at the door of the Court House in Marysville Ohio, at the hour of 1 o'clock P.M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction; and there and there struck off and sold the same to Duncan McLean for the sum of fifteen dollars and 35 cents per acre ($16 35/100) he being the highest bidder therefor, and said sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

And said sum being more than two-thirds of the appraised value thereof, and said Duncan McLean

bring the highest and best bidder therefor. I therefore publicly sold and struck off said lands and tenements to him for said sum of fifteen dollars and thirty-four cents per acre.

Thomas Martin, Sheriff.

Proof of Publication

P. Cuneo
vs
Richard Mayfield

Sheriffs Sale
Court of Common Pleas, Union County, O.
An Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County Ohio, I will offer for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, April 12th, 1890 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 Jerusburg, County of Union, and State of Ohio. and bounded and described as follows: Beginning at a stone in the center of Pharisburg and Delaware road and South-westerly corner to lot No 160 in Jerdon's Addition to Magnetic Springs; thence with the West line of said Addition N. 14° E 18 8/100 poles to a stone in the South margin of Magnetic Avenue; thence with the South margin of said avenue N. 57° W 39 7/10 poles to a stake in the center of a hedge in Hoskins' line; thence with Hoskins line in said Hedge S. 12½ W. 73 poles to a stone; thence 13° W. 33 75/100 poles to a stone in the center of said Pharisburg and Delaware road: thence S. 52½ E. 39 48/100 poles to the place of beginning, containing 27 35/100 acres of land, more or less.

Appraised at $23.00 per acre. Terms of Sale, Cash.
Printers Fees --- $13.50

Thomas Martin, Sheriff
Union County, Ohio.

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 12th, 1890.

W. A. Shearer.

Sworn to and subscribed before me. this 27th day of May, 1890.

R. McCleary, Clerk.
By W. M. Wright, Deputy.

Received of Thomas Martin, Sheriff. Three hundred seventy 2/100 dollars in full of sale except costs made in Union Common Pleas Court in case of P. Cuneo Vs Richard Mayfield et al and bring Case No 5917. Mrs P. Cuneo.

May 16th, 1890.

Entry
5917

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Entry

5917

Afterward, on the 26th day of May, 1890, the following entry was made on the Journal by the Court

O. Lenno

vs

Richard Mayfield et al

Journal 15, Page 301

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 proceeding of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Duncan McLean by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lien-holders in said premises so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the Office of the Recorder of Union County, Ohio. And the Court coming now to distribute the proceeds of said sale amounting to $418 25/100 it is ordered that the Sheriff out of the money in his hands pay

First. To the Treasurer of this County the taxes, penalty and interest against said property, to-wit: the sum of $51 91/100.

Second. The costs of this action taxed at $48 15/100.

Third. To the plaintiff O. Lenno the residue of the purchase money yet remaining in the hands of the Sheriff.

Attest R. M. Boon clerk

Olias continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John F. Price, Judge of said Court, of the Term of May, on the 26th day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 7th day of June, 1890, the Peoples Bank filed in the Clerks Office of the said Court of Common Pleas the following Petition & Answer against Joseph Price et al, to-wit:

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

The Peoples Bank
vs
Joseph Price
G. S. Robertson | Civil Action for Money only.

Petition 6007

The Peoples Bank say it is a corporation doing business under the laws of Ohio. The above named plaintiff say that there is due to them from Joseph Price and G. S. Robertson, defendants, on a promissory note made by the defendants Joseph Price and G. S. Robertson dated the 26th day of April A.D. 1887, a copy of which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of ninety dollars, with interest thereon at eight per cent. from the 26th day of April, A.D. 1887. The plaintiffs further say that they are legal owners and holders of said note, that the same is due and unpaid, and there is due upon said note the sum of one hundred and five and 95/100 dollars.

Wherefore, the plaintiffs ask judgment against said defendant for the sum of one hundred and five dollars and ninety-five cents, with interest at 8 per cent from the 7th day of June A.D. 1890.

Robinson & Woodburn
Attorneys for Plaintiffs.

The State of Ohio,
Union County, ss | E. S. Chapman, Cashier of "The Peoples Bank" and one of firm of - -, the above named plaintiff, being duly sworn, says that he believes the statements in the foregoing petition to be true.

E. S. Chapman

Subscribed by E. S. Chapman in my presence, and sworn to by him before me, this 7th day of June A.D. 1890.

A. McCleary, Clerk
By W. M. Wright, Deputy.

Seal.

Copy of Note

Joseph Price, April 26th, 1887. Interest paid to April 26th, 1888. $90.00 & $5.00 & $2.25

Answer 6007

Entry 6007

Copy of Note

$90.00 Marysville, Ohio, April 26th, 1887.

Two years after date as principal debtors, we jointly and severally promise to pay to The Peoples Bank or order, at Marysville, Ohio, Ninety dollars, for value received with interest at eight per cent per annum payable annually from date until paid.

And we hereby dispense with the demand of payment of this note and authorize any Attorney-at-Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this Note, for the amount of said Note, with eight per cent. interest payable annually after the same shall become due, together with costs of suit, and release all errors, and waive all rights of appeal in this behalf.

Witness our hands and seals, this 26th day of April, 1887.

Joseph Price [seal]
G. S. Robertson. [seal]

Joseph Price, April 26th, 1887. $90.00 Interest paid to April 26th 1888 Store Account $29.00 dollars

Action 6004

The Peoples Bank
vs
Joseph Price
G. S. Robertson

In Court of Common Pleas.
Union County, Ohio.

And now come Joseph Price, and G. S. Robertson the above named defendant, by the undersigned E. E. Cole, Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition, and against the above named defendant for the sum of one hundred and five dollars and ninety 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.

E. E. Cole.
Attorney for defendant

June 7th, A. D. 1890.

Entry 6004

The Peoples Bank
vs
Joseph Price
G. S. Robertson

Journal 15, Page 326.

This day came the plaintiff by R. E. Woodburn, one of the Attorneys and Merrimon Cann & C. Cole, one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $105.95.

It is therefore considered that said plaintiff do recover of said defendant the said Sum of $105 95/100 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 cent per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest
R M Brown clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of March, to-wit, on the 3rd day of March in the year of our Lord one Thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 14th day of December, 1889, Edith A Shirk filed in the Clerks Office of the said Court of Common Pleas the following Petition against Isaac Shirk, to-wit:

Petition

Edith A Shirk
vs
Isaac W. Shirk

5901

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 bona-fide resident of said County of Union.

That on or about the 14th day of May, A.D. 1880, at Newton in said County of Union she was married to the defendant. And she has ever since conducted herself toward the said Isaac W. Shirk as a faithful and obedient wife.

II. That the defendant, disregarding his duties as a husband, has been guilty of extreme Cruelty towards plaintiff in this: that on or about the 7th day of November

A.D. 1858, the defendant without any cause or justification therefore violently kicked the plaintiff on the right leg so as to draw the blood, and leave a bruised and blackened limb. And on the same day did threaten and attempt to strike the plaintiff, and would have done so, had he not been prevented by others, and used towards her threatening and abusive language.

And about the same time drove her from the house by running after her with a knife, and also with a razor threatening to kill her, and has at other times used violent, threatening and abusive language towards plaintiff, frequently threatening to assault her.

Second Cause of Action:

The defendant disregarding his marital duties toward the plaintiff has been guilty of habitual drunkenness for more than three years last past. That the plaintiff has as the issue of said marriage three children as follows: to-wit; John aged eight years, Clara aged six years, and Alice aged three years. That the plaintiff because of the abuse of her said husband has been compelled to leave her said home with her children and go to the fathers. The defendant is the owner of the following real estate described as follows to-wit: The Lot number five (No. 5) in the village of Peoria, in said County of Union and State of Ohio. For further reference see the town plat in the Recorders Office of said County, of the value of $. And is the owner of certain house hold property consisting of two burreaus, a cooking stove and a warming stove, three bed steads and bedding a clock, sewing machine, two sets of chairs, a safe, two table, two stands, large mirror &c, all of the value of $. Defendant has no other property real or personal except that above described, excepting his black-smith tools, and his black-smith shop standing on the lot above described.

The plaintiff avers that she will have the children to support and therefore desires the above property to be given her as alimony, and she having fears that defendant will dispose of the property above named, or some of it desires that the defendant be enjoined and restrained from disposing of the same, or any part thereof until this case can be heard upon the merits.

The plaintiff therefore prays that she may be divorced from the said Isaac W. Shirk, that the custody of the said children may be decreed to her, that the property above described be decreed to her as alimony, or a decree for alimony made a lien upon the same

and that the defendant be enjoined from disposing or incumbering of any of said property until the finale hearing of this case, and that she may have such other and further relief as in equity she is entitled to.

Porter & Porter

Attorneys for Plaintiff.

Edith A. Shirk, the plaintiff being sworn, makes oath that the facts stated in the foregoing petition are true.

Edith A. Shirk.

Sworn to by Edith A. Shirk, the plaintiff, before me and signed by her in my presence this 14th day of December 1889.

{seal} A. McElroy, Clerk.

Order of Injunction

Edith A. Shirk
vs
Isaac W. Shirk

Before the Probate Judge.
Motion for Temporary Injunction
in the Court of Common Pleas Union Co.

And now on this fourteenth day of December 1889 came the plaintiff by Porter & Porter her attorneys and it being made to appear that 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 Edith A. Shirk and the evidence therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant from disposing of or encumbering any of said property until the final hearing of this cause 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 No Bond required. Costs paid. $2.00

Leonidas Piper.
Probate Judge.

Praecipe

To the Clerk:

Issue a summons, and copy of the petition against the defendant, returnable according to law. Endorse: "Action for Divorce & Alimony & Injunction allowed

Porter & Porter.

Attorneys for Plaintiff.

Summons

5901

Afterward, on the 14th day of December, 1889, a Summons was issued by the Clerk of said Court.

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

You are commanded to notify Isaac W. Shirk that Edith A. Shirk has filed in the office of the

Sheriff's Return

Entry

5901

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Summons

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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 be granted alimony &c, 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 23" day of December A.D. 1859.

Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court, at Marysville, this 14" day of December, A.D. 1859.

{seal}

R. McK. Leroy, Clerk.

Endorsed: "In Action for Divorce & Alimony". "Injunction allowed

Sheriff's Return

And afterward on the 17" day of December, 1859, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

Service	1	30
Copy of Pet.		30
Mileage	2	40
Total	83	00

Received 10 o'clock A.M. on the 14" day of December, A.D. 1859, and on the 17" day of December A.D. 1859, I served the same by delivering a true copy thereof with the endorsements thereon together with a copy of the petition to the within named Isaac W Shirk, Defft.

Thomas Martin. Sheriff.

Entry

Afterward, on the 20" day of March, 1860 the following Entry was made on the Journal by the Clerk.

5901

Edith A. Shirk
vs
Isaac W. Shirk

Journal 15, Page 284.

This cause came on for hearing and was submitted to the Court upon the pleadings and evidence on consideration whereof, the Court find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona-fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find, upon the evidence adduced that the defendant has been guilty of extreme cruelty towards plaintiff and of habitual drunkenness for more than three years last past as alleged 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 hitherto existing between the said Edith A. Shirk and Isaac W. Shirk be, and the same

hereby is dissolved, and both parties are released from the obligation of the same.

It is further ordered that the custody, care, education, and control of the said children be given and decreed as follows: the defendant has exclusively the custody care, sanction and control of the two older children, towit: John & Elbert; and the plaintiff exclusively of the youngest child, towit: Ethlor:

But it is hereby ordered that both the plaintiff and defendant shall have the privilege of visiting each of their said children respectively at all reasonable times.

It is further ordered that the defendant pay to the plaintiff as her reasonable alimony the sum of two hundred dollars, and fifteen dollars in costs within thirty days from the rising of this Court, the same to be in lieu of her dower nd all property the defendant may die seized of and that said $215.00 is hereby ordered, and the same is declared to be a lien on the premises described in said petition, towit: In Lot Number Five (5) in the Village of Peoria, in said County of Union, and State of Ohio.

Attest R M Moon, clerk

Be it remembered that, on the 9th day of June, 1890, "The Peoples Bank filed in the Clerk's Office of the said Court of Common Pleas the following Petition & Answer in Longwid against J. E. Cline et al towit:

Petition

The State of Ohio
Union County. ss

In the Court of Common Pleas.

60 11

The Peoples Bank
vs
J. E. Cline
J. F. McElroy

Petition.
Civil Action for Money Only.

The plaintiff say it is a corporation, doing business under the laws of Ohio and the above named plaintiff say that there is due to them from J. E. Cline and J. F. McElroy defendants on a promissory note made by the defendants J. E. Cline & J. F. McElroy dated the 4th day of May A. D. 1888

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which copy of note with the warrant of Attorney thereto annexed, is hereto attached, the sum of four hundred and fifty one 90/100 dollars, with interest thereon at eight per cent. from the 1st day of August A. D. 1888. The plaintiff further say that they are the legal owner and holder of said note, that the same is due and unpaid.

Endorsed on said note September 29th, 1888, Seventy five dollars. Also October 30th, 1888, eighty-three 12/100 dollars.

Wherefore, the plaintiff ask Judgment against said defendant for the sum of three hundred and forty-three dollars and seventy cents, with interest thereon at 8 per cent from the 9th day of June, A. D. 1890.

Robinson & Woodburn
Attorneys for Plaintiffs

The State of Ohio.
Union County ss

E. S. Chapman, Cashier, and one of the firm of the above named plaintiff being duly sworn, says that he believes the statements in the foregoing petition to be true.

E. S. Chapman.

Subscribed by E. S. Chapman in my presence and sworn to by him before me, this 9th day of June, A. D. 1890.

{seal}

R. McCrory, Clerk
By W. M. Winget Deputy.

Copy of Note

$451 90/100. Marysville, Ohio. May 4th, 1888.

Ninety days after date, as principal debtors, we jointly and severally promise to pay to the "People's Bank", or order, at Marysville, Ohio, Four hundred fifty one 90/100 dollars.

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, 1888.

Cline & McElroy {seal}
J. E. Cline {seal}
J. F. McElroy {seal}

Endorsed: Paid September 29th, 1888, Seventy-five dollars.
Paid October 30th, 1888, Eighty-three 12/100 dollars.

The Peoples Bank
vs
J. C. Cline & J. F. McElroy

In Court of Common Pleas
Union County Ohio.

And now come J. C. Cline & J. F. McElroy the above named defendant by the undersigned Attorny, 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 three dollars and seventy cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

June 9th A. D. 1890.

W. W. Ayers.
Attorney for defendant.

Entry

The Peoples Bank
vs
J. C. Cline & J. F. McElroy

Journal 15, Page 327.

This day came the plaintiff by 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 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 $343.70.

It is therefore considered that said plaintiff do recover of said defendant the said sum of $343.70 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. Avery Clerk

Olras continued and held at the Court House, in Marysville, within & for the County of Union in the Fourth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A Price. Judge of said Court of the term of May, Court, on the 26th day of May in the year of our Lord One thousand eight hundred and ninety.

Be it remembered, that heretofore, Court, on the 30th day of December, 1889, Henry Morse filed in the Clerks Office of said Court of Common Pleas the following Petition against the Heirs of Duncan McArthur, Court:

Petition 5905 — Henry Morse vs The Heirs of Duncan McArthur decd — Court of Common Pleas Union County Ohio.

The plaintiff Henry Morse says that on the 26th day of December 1833, Duncan McArthur then in full life executed with Jacob Crahood then in full life but now both deceased, a written agreement which is hereto attached binding said McArthur and his heirs to convey to said Crahood, his heirs and assigns the 160 acres of land hereinafter described situate in Union County Ohio in Survey No 3462 and being that part thereof which lies West of the land sold to Israel Lockwood and Abraham Johnson by said McArthur and East of Survey No 3480 & No 3444 and which land is now in possession of and occupied by Henry Morse as his residence except about 62 acres sold to George W Bailey which part so occupied by Henry Morse was conveyed by Ephraim Stewart to Charles Morse by deed recorded in Volume 1st Pages 60 & 61 of Record of Deeds of said County to which reference is here made for description.

That said Crahood and his assignees paid for said land in full and Wm McDonald was the Administrator of the Estate of said Duncan McArthur, deceased and filed his petition in this Court on the 3d day of November 1841 against the heirs of said McArthur for authority to make a deed in accordance with the said written contract and the following persons are the persons named as heirs of said McArthur, Court: Effie M A Coons, Allen C McArthur, John Walker, John A Archeval, Frances M Walker, W Marshall Anderson, Eliza Anderson, Allen C McArthur, Mary A Trimble, Mary M A Trimble, Smith McArthur, Nancy McArthur, Wm H Harrison McArthur -- as shown by the paper hereto marked "B".

That afterwards on the 26th of April, 1842 said Court entered up a decree on its records requiring said McDonald, Administrator, to execute to said Crahood a

deed in fee-simple for said 160 acres (see record of this Court No. 4 Page 35 complete record) but the plaintiff says he is unable to say and does not know whether said Commissioners executed a deed under said decree but says no deed can be found of record or among the heirs of said Oralwood though one of them claims that he has seen such a deed. There remains no record of a title from said heirs and the lack of such a deed leaves a cloud on the plaintiffs title to said land. That said Oralwood conveyed 98 acres of said land to Ephraim Stuart who afterward conveyed the same to Charles O. Morse who willed the same to the plaintiff who owns the same and brings all of said 160 acres except 62 acres conveyed by said Oralwood to George W. Bayley by deed and which 98 acre lot has been in the possession of said Charles O. Morse and this plaintiff for over thirty years last past.

The plaintiff doth not know the names of the heirs of said Mc Arthur or their residence and says notice cannot be served on them in this State except by publication.

The plaintiff prays a decree against the said heirs of Duncan Mc Arthur, deceased, for deed for said 98 acres of land and in default of said deed being made that the decree of this Court shall operate as a deed quieting the title of the plaintiff in said land and for other proper relief.

J. W. Robinson,
Attorney for Plaintiff.

The State of Ohio,
Union County ss

Henry Morse, being duly sworn deposes and says he believes the allegations of the foregoing petition are true and that he does not know the name or residence of any of the heirs of said Duncan Mc Arthur deceased, at that no personal notice can as he believes be made on them in the State of Ohio, and publication is necessary to bring them into Court in this case.

Henry Morse.

Sworn to by Henry Morse and by him subscribed in my presence this 30th day of December A. D. 1889.

(seal)

R. Mc Leary, Clerk

"B"

Affix M. A. Coons. Allen C. Mc Arthur
Wm M. Anderson & Eliza, his wife.
Cary A. Trimble & Mary, his wife.
John Walker & Frances, his wife,
John A. Archibald, Duncan Mc Arthur.
Smith Mc Arthur, Nancy Mc Arthur &
Wm He. He. Mc Arthur

Adv

Wm Mc Donald, Admr. of Duncan Mc Arthur, Decd.

Union Common Pleas 1841

Petition to convey Land to Jacob Oralwood

Filed April 26th, 1842

Article of Agreement

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And the said defendants in their proper persons and by their guardians appear and waive the issuing and service of process and say that they cannot gain-say the facts stated in the petition of said William McDonald but admit the same to be true and are willing that the prayer of the same should be granted.
E. M. A. Coons, John Walker, John A Archival by his Guardian Jonathan Walker, Frances M. Walker, W Marshall Anderson, Eliza Anderson, Allen E. McArthur, Mary A Trimble, Mary M. A Trimble, Hugh McDonald, Guardian of Smith McArthur, Nancy McArthur, W. H. Harrison McArthur minor heirs of James M. McArthur, deceased.

Article of Agreement

Articles of an agreement made and entered into this 26th of December in the year A. D. 1833, by and between Duncan McArthur of the County of Ross and State of Ohio of the one part and Jacob Crahood of the County of Union and State aforesaid of the other part, Witnesseth,
That the said Duncan McArthur doth agree to let said Crahood have all that part of Entry No 3462 in the name of John Scarborough which lies West of the lands sold to Israel Lockwood and Abraham Johnson by said McArthur and East of Survey No 3450 in the name of Samuel Bagley and also East of Survey No 3447 in the name of David Duncan, on Mill Creek supposed to contain about one hundred and sixty acres more or less, for which the said Crahood is to pay the said McArthur two dollars per acre with interest of six per cent per annum thereon from the first of October in the year eighteen hundred and thirty one, which is estimated at this time to amount to the sum of forty-three dollars and this day paid, the receipt whereof is hereby acknowledged. There has also this day been paid the further sum of eighty dollars leaving a balance of two hundred forty dollars now due for said 160 acres of land, which is to be paid by said Crahood to said McArthur, his heirs, or order as follows: One hundred twenty seven dollars and twenty cents on or before the twenty fifth day of December next (1834). And also one hundred and thirty-four dollars and forty cents on or before the twenty-fifth of December Eighteen hundred and thirty five (1835) the interest on the two last payments being added from this date until the times of payment as last above stated. The said Crahood to enter the said 160 acres of Entry No 3462 for taxation and pay the taxes thereon after the present year. And also to have the said land run or surveyed off by the County Surveyor and to send the plat and field notes thereof to

to the said Mc Arthur within two months from this date.
And when the payments shall be well and truly
made as aforesaid, the said Mc Arthur to make unto
the said Crabood, his heirs or assigns a general warranty
deed for the said land.
In witness whereof the parties have here unto
interchangeably set their hands and seals this 26th day
of December, 1833, as first above written.

seal
seal

Duncan Mc Arthur
Jacob Crabood.

Received by the hands of Nathaniel Stuart, ninety-
six dollars and fifty cents, on the within Article of Agreement
As witness my hand this 26th day of June, A. D. 1837.

Entry

Duncan Mc Arthur
W. M. Anderson.

5905 Entry

Received Urbana, February 15th, 1840, on the within
one hundred and eighty eight dollars & fifty cents.
Wm Mc Donald, Admr. of
D. Mc Arthur, deceased.

Proof of Publication

Legal Notice.

Henry Morse
vs
Heirs of D. Mc Arthur, decd

Court of Common Pleas.
Union County Ohio.

The heirs and legal representatives of
Duncan Mc Arthur, deceased, (whose names and residences
are to the plaintiff unknown) are hereby notified that
Henry Morse has filed his petition in said Court against
them, alleging that Duncan Mc Arthur, on the 26th of
December, 1833, agreed in writing with Jacob Crabood to sell
and convey to him and his heirs and assigns the following
lands in Union County, Ohio, being the 160 acres in Survey
3462 which lies west of the land sold by said Mc Arthur to
Israel Lockwood and Abraham Johnson and East of Surveys
No 3480 & No 3444 and which are in plaintiffs possession.
That plaintiff owns all of said 160 acres, except about
62 acres thereof conveyed by said Crabood to George W Bayley;
that said Mc Arthur and the Administrator of his estate
received the full consideration for said land, but no deed
was made or can be found from him or his heirs.
The plaintiff is now possessed of said lands and
asks to have his possession and title therein quieted and
asks a decree against the heirs of Duncan Mc Arthur
deceased for deed for said land.
Said cause will be for hearing in said Court, on
the third Friday in March A. D. 1840, or as soon thereafter
as it can be heard.

Robinson & Woodburn,
Attorneys for Plaintiff.

Printers Fees $14 00/100.

The State of Ohio,
Union County ss

I the undersigned, being duly sworn, saye 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 23d, 1890.

W. A. Shearer.

Sworn to and subscribed before me, this 27th day of May, 1890.

{seal} A. W.m Emory, Clerk.
By W. M. Munger, Deputy.

Entry

Afterward, on the 27th day of May, 1890. the following

5905 Entry was made on the Journal by the Clerk of this Court

Henry Horse
vs
The Heirs of
Duncan McArthur

Journal 15, Page 308.

This day came the plaintiff and made proof of notice of the pendency of this cause upon the defendants to the satisfaction of the Court. And thereupon this cause came on to be heard on the pleadings, the exhibits and the oral testimony of witnesses.

Whereupon the Court do find that all the allegations of the plaintiffs petition are true and that the plaintiff is entitled to a deed from the heirs of Duncan McArthur, deceased, for the land in said petition described and plaintiff is entitled to be quieted in his possession and title to the said land as against the said heirs.

Therefore it is ordered and decreed by the Court that said defendants within ten days convey to the plaintiff their interest in the said land to the plaintiff and in default of such conveyance it is ordered by the Court that this decree shall operate as such conveyance to plaintiff releasing to him their interest therein. And it is ordered and decreed by the Court that the plaintiff be and he is hereby quieted in his title and possession to said land against any claim by the defendants and they are enjoined from making any claim thereto and the plaintiff is ordered to pay the costs of this proceeding.

Allen R. M Emory Clerk

Olras continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Olras, of the State of Ohio, before the Honorable John A Price, Judge of said Court, of the term of May, to wit, on the 26th day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit, on the 12th day of February, 1890, Harriett M. Gosnell, filed in the Clerks Office of the said Court of Common Olras, the following petition against Fletcher C. Gosnell.

Petition 5934 | Harriett M. Gosnell vs Fletcher C. Gosnell, | Court of Common Olras, Union County, Ohio.

Plaintiff says that on the 4th day of July A. D. 1884 at Union County, Ohio, she was lawfully married to the defendant whom she prays may be made a party defendant hereto.

She further states that she has been for more than a year a resident of Union County Ohio, and is now a bona-fide resident therein.

Plaintiff further says that on or about the 15th day of November, 1886 said defendant abandoned the plaintiff without any just cause whatever, and has wholly neglected and refused to contribute anything toward her support and has refused and neglected to live with her or provide a home for her. And she has been compelled to depend upon others for support.

Plaintiff therefore prays that upon the final hearing of this petition she be granted a complete divorce from the defendant and that she be restored to her maiden name of Harriett M. Daugherty and for all proper relief in the premises. Harriett Gosnell

To the Clerk: By J.M. Kennedy, her Atty.

Issue Summons and copy of Petition directed to Sheriff of Franklin County, Ohio, for Fletcher C. Gosnell, whose address is 87 Randolph Street, Columbus Endorse: Divorce & change of name as asked for.

J.M. Kennedy, Atty.

Summons 5934 | Afterward, on the 12th day of February, 1890, a Summons was issued by the Clerk of this Court.

The State of Ohio, Union County, ss | To the Sheriff of Franklin County.

You are commanded to notify Fletcher C. Gosnell that Harriett M. Gosnell has filed in the office of the Clerk of the Court of Common Olras 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 willful absence, and asking that she be divorced from him, and for other proper relief.

Said pitition will stand for hearing during the term of said court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 24th day of February, A. D. 1890.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville this 12th day of February, A. D. 1890.

[seal]

R. McCrory, Clerk

And afterward, on the 24 day of Febrnary, 1890 the Sheriff of said County returned said Summons to the Clerks Office in said County, which return is as follows:

Service	$	60
Copy		20
Mileage	1	60
Docket		25
Postage		4
Total	$2	69

Received 9 oclock A. M. on the 13th day of February A. D. 1890. & after diligent search I was unable to find the within named defendant Fletcher C. Gosnell within my Bailwick and this writ is returned February 24th, A. D. 1890.

Brice W. Custer

By W. W. Simmons

Summons

Afterward, on the 10th day of March, 1890, a Summons was issued by the Clerk of said Court.

5-937

The State of Ohio

Union County ss

We command you to notify Fletcher C. Gosnell has filed in the Clerks Office of the said 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 and absence and asking that she be divorced from him and for other proper relief.

Said petition will stand for hearing during the term of said Court next 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 March, A. D. 1890.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 10th day of March, 1890.

R. McCrory, Clerk.

Waiver

I, Fletcher C. Gosnell, hereby waive the service of Summons in this case and enter my appearance therein.

F. C. Gosnell.

Entry

Afterward, on the 28th day of May, 1890, the following entry was made on the Journal by the Clerk of Court.

5934 Harriett M. Gosnell
vs
Fletcher le Gosnell

Journal 15, Page 312.

This day this cause came on to be heard upon the petition of plaintiff the defendant being in default for answer and the Court having heard all of the proofs and evidence adduced by the plaintiff, and being fully advised in the premises doth find that the said Fletcher le Gosnell has been guilty of gross neglect of duty and willful absence for more than 3 years last past and that all and singular the facts alleged in the petition are true.

Petition

5497

Wherefore by reason of said aggressions on the part of the said Fletcher le Gosnell, said Harriett M. Gosnell is hereby granted an absolute divorce from her said husband and the marriage between them annulled and she is restored to her maiden name of Harriett M Langhrey, and that she recover her costs herein taxed at $- - - -

Attest D. M. Coons Clerk

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Otras continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the Term of May, towit, on the 27th day of May in the year of our Lord one thousand eight hundred and eighty-nine

Be it remembered, that heretofore, towit, on the 16th day of February, 1888, Sarah Gatrs filed in the Clerks Office of the said Court of Common Pleas the following Petition against Ichabod Franklin et al, towit:

Petition

Sarah Gatrs
vs
5497 Ichabod Franklin
James Simpson et al
John E. Harriman
W. M. Wright et al
Board White, Infirmary
Directors of Union Co. Ohio

Court of Common Pleas

Union County Ohio

First Cause of Action:

Plaintiffs states: That on or about the 9th day of February, 1884, the defendant Ichabod Franklin executed and delivered to her his promissory note (among others) of which the following is a copy, towit:

" 100^{00}. Claibourne, Ohio, February 9th, 1884.
" Three years and four months after date
"I promise to pay to Sarah Gatrs, or order, One hundred
"dollars. Value received payable at Richwood Ohio
"with 8 per cent interest from date payable annually
"Here June 9th, 1887. Ichabod his X mark Franklin
"Witness--- Jeremiah Ellinwood.
" " Asa Langstaff. This note is secured by Mortgage.
"

There are no credits or indorsements on said note and there is due plaintiff thereon the sum of One hundred dollars with 8 per cent interest from February 9th, 1884.

Second Cause of Action:

Plaintiff further states: That at the time of delivering said note and to secure the payment of the same the said Ichabod Franklin executed and delivered to her his mortgage deed and thereby conveyed to plaintiff the following described premises situated in the Township of Leesburg, County of Union and State of Ohio. Being part of Survey No. 1139. Beginning in the centre of the Old State Road at the corner of lands owned by Albert Wood: thence with Woods line S 85° E 52 $\frac{78}{100}$ poles to a stake in the line of said Survey

from which a burr oak 24 inches in diameter bears N. 11° E. 17 2/3 links a line marked true: thence S. 8° W 27 1/4 poles to a stake in the line of said Survey: thence W. 85° N. 54 4/10 poles to a stake in the center of the old State Road: thence with the center of the old State N. 12 1/2 - E 27 1/4 poles to the place of beginning, containing ten (10) acres be the same more or less."

Said mortgage was conditioned in substance: That if said Ichabod Franklin should pay or cause to be paid said note (among others) when the same become due according to the tenor thereof then said mortgage should be void otherwise to be and remain in full force and virtue in law forever.

On the 22" day of February, 1884 at 11 oclock A. M. said mortgage was filed with the Recorder of Union County Ohio, in his office at Marysville and was recorded February 23", 1884 in Volume 20. Page 526 of Union County Records of Mortgages, and said mortgage is the first and best lien on said premises.

Plaintiff further states that the defendants John E. Harriman, W M. Winget and H. R. White are the Infirmary Directors of Union County Ohio, and as such claim to have the care and custody of said Ichabod Franklin and also to have some interest in or lien upon said premises by virtue of the Statutes of Ohio, but said interest or lien is subordinate to plaintiffs claim.

Plaintiff also avers that said defendant James Simpson claim to have some interest in said premises by virtue of a lease of the same obtained from said Infirmary Directors, but all of which is subordinate to plaintiffs claim. And plaintiff asks that said Infirmary Directors and said James Simpson be required to set up their respective interest and claims in said premises or be forever cut off from asserting the same.

Wherefor plaintiff prays that she may have Judgment against said Ichabod Franklin on said note for said sum of one hundred dollars and 8 per cent interest thereon from February 9", 1884, and that in default of payment of the same and interest that may hereafter become due, that said mortgage be foreclosed and said premises sold free of all claims of defendants herein and the proceeds applied to the payment of said plaintiffs claim and for all proper relief.

S. S. Gardiner,

Attorney for Plaintiff.

State of Ohio
Union County ss

Sarah Gates being duly sworn says she is the plaintiff in above case. That the facts and allegations in

Praecipe

Summons

5497

Sheriff's Return

Answer and Cross-Petition

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Sarah Gates

Sworn to and subscribed before me this 14th day of February, 1888.

W. J. Ancker, Notary Public for Union County Ohio.

Seal

Praecipe

To the Clerk:

Issue Summons upon this petition to Sheriff of Union County, returnable according to law. Amount claimed $100.00 8 per cent interest thereon from February 9th, 1884 and foreclosure of mortgage.

Summons

5497

Afterward, on the 16th day of February, 1888, a Summons was issued by the Clerk of said Court indorsed as follows:

The State of Ohio
Union County ss

To the Sheriff of the County of Union:

We command you to notify Ichabod Franklin, James Simpson, John C. Harriman & William Winget and Hazard White, Infirmary Directors &c: that they have been sued by Sarah Gates 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 Sarah Gates 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. 1888.

Witness my hand and the seal of said Court. this 16th day of February, 1888.

Seal

A. McElroy, Clerk.

Endorsed: "Foreclosure. Amount claimed $100.00 with 8% from February 9th, 1884.

Sheriffs Return

Afterward, on the 27th day of February, 1888, the Sheriff of said County returned said Summons to the Clerks Office in said County, which return is as follows:

State of Ohio.
Union County, ss Sheriffs Return.

Service	$	90
Mileage	4	00
Copy	1	00
Total	$5	90

Received this Writ February 16th A.D. 1888 at 2 oclock P.M. and pursuant to its command on the 25th day of February, A.D. 1888. I served the same by handing a true copy of this writ to the within named defendants.

M. Hopkins, Sheriff.

Filed March 20th, 1888

Answer and Cross-Petition

Sarah Gates
vs
Ichabod Franklin, James Simpson and John C. Harriman, W.M. Winget and H.R. White, Infirmary Directors of Union County Ohio

The defendant, James Simpson, by way of answer and cross-petition to the petition of plaintiff says:
First ground of defense:
That on the said 9th day of February, 1884 the defendant Ichabod Franklin executed and delivered to the plaintiff his promissory note for the payment of money only, of which the following is a copy, to-wit:
" $100.00 Claibourne, Union County Ohio, February 9th, 1884.
" Sixteen months after date I promise to pay to
" Sarah Gates, or order, one hundred dollars. Value received.
" Payable at Richwood Ohio, with 6 per cent from date
" interest payable annually.
" Due June 9th, 1885. Ichabod his mark Franklin
" Witness -- Jeremiah Ellenwood
" Asa Langstaff.
This note secured by mortgage.
That there is due and unpaid upon said note, the sum of One hundred dollars with interest payable annually from said 9th day of February, 1884, subject only to a credit made June 9th 1885 of $7.66. This defendant has purchased said note, and is the legal owner and holder thereof.
Second ground of defense:
This defendant says that the said Ichabod Franklin executed and delivered to the plaintiff, on said 9th day of February, 1884, one other promissory note for the payment of money only, of which the following is a copy, to-wit:
" $100.00 Claibourne, Ohio, February 9th, 1884
" Twenty-eight months after date I promise to pay to
" Sarah Gates, or order, one hundred dollars, value received.
" Payable at Richwood, Ohio with 6% interest from date
" interest payable annually.
" Witness -- Jeremiah Ellenwood. Ichabod her X mark Franklin.
" Asa Langstaff.
" This note secured by mortgage.
On said note is a credit of $102.00 paid October 7th, 1886 and there is still due and unpaid upon said note the sum of $14.80 with interest from October 7th, 1886, payable annually.
That this defendant purchased this note and is now the legal owner and holder thereof.
Third ground of defense:
This answering defendant says that the two promissory notes above described were secured by the same mortgage, mentioned and described in plaintiffs petition, and upon the land therein described. And this defendant says that said mortgage has become absolute, and that there is now due and remaining unpaid to him upon said promissory notes against the said Ichabod

Affidavit

Entry
54 97

Franklin the sum of One hundred and fourteen and 80/100 dollars with interest on $100.00 from February 9th 1884, payable annually (subject only to said credit of June 9th, 1885, of $7.66) and interest on the sum of $14.80 payable annually from October 7th, 1886.

This defendant says that his said note above described are the first and best mortgage-lien upon the land described in plaintiffs petition.

This defendant therefore asks that said mortgage may be foreclosed; the said premises ordered to be sold and the proceeds first applied to the payment of his said debt, and that he may have such other and further relief as in equity he is entitled to

Potter & Potter, Attorneys
for James Simpson.

The defendant, James Simpson, being sworn, makes oath, that the facts stated in the foregoing answer and cross-petition are true as he believe.

James M Simpson.

Sworn to by James Simpson before me, and signed by him in my presence this 20th day of March, 1888.

Seal A. M. Leroy, Clerk.

Entry

Afterward, on the 15th day of June, 1888. the following
5497 entry was made on the Journal by the Clerk of this Court

Sarah Gates
vs
Ichabod Franklin et al | Journal 14, Page 485

This day the death of Ichabod Franklin is suggested and leave is granted to plaintiff and to Simpson to bring in the necessary parties in consequence of said death, and farther leave is granted to said Simpson to amend his answer in 60 days from June 13th, 1888 and cause continued.

Affidavit

Afterward, on the 4th day of March, 1889, the following
5497 Affidavit was filed with the Clerk of this Court.

Sarah Gates
vs
Ichabod Franklin et al. | Court of Common Pleas
Union County Ohio.

Sarah Gates, the plaintiff being duly sworn says that the widow (if there be any living) and the heirs of said Ichabod Franklin deceased are necessary parties to this cause and that the names and residence of each and all of them is unknown to the plaintiff.

Sarah Gates.

Sworn to and subscribed before me this 27th day of February, 1889.

Seal J. Le Jolliff. Notary Public

Proof of Publication

Afterward, on the 27th day of May, 1889. Proof of Publication was filed with the Clerk of this Court

Legal Notice

The widow (if there be any) and the unknown heirs of Ichabod Franklin, deceased, will take notice that on the 16th day of February, 1885, Sarah Gates filed her petition in the Court of Common Pleas of Union County, Ohio, in case No. 5497 against the above named Ichabod Franklin and others, praying for the foreclosure of a mortgage made by said Ichabod Franklin to said Sarah Gates on the following described premises, to-wit:

Situated in the Township of Jerusburg, County of Union and State of Ohio. Being part of Survey No. 1139.

Beginning in the center of the old State Road, at the corner of lands owned by Albert Wood; thence with Woods line South 85° East 52.78/100 poles to a stake in the line of said Survey from which a burr oak 24 inches in diameter bears North 11° East 17 2/3 links, a line marked tree: thence South 8° W. 27 1/4 poles to a stake in the line of said Survey: thence West 85° North 54.61 poles to a stake in the center of the old State Road: thence with the center of the old State Road North 1/2° East 27 1/2 poles to the beginning, containing ten acres more or less.

Said mortgage was given to secure a debt on which there is a balance due said Sarah Gates of $100.00 and 8 per cent interest from February 9th, 1884, and said Ichabod Franklin has died during the pendency of said suit. Said parties are required to answer on or before the 18th day of April, 1889, or an order of sale of said premises may be taken.

Sarah Gates,

Orr S.S. Gardiner, her Attorney.

State of Ohio,
County of Union ss

I, W. H. Stoutt, do make oath that the advertisement, of which the annexed is a copy, was published for six consecutive weeks, beginning March 7th A.D. 1889 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 25th day of May, A.D. 1889.

{Seal} H. W. Leandre,
Notary Public.

Fees for Publication $15.00
Affidavit .25
Total $15.25

Entry

5497 Afterward, on the 25th day of May, 1889, the following Entry was made on the Journal by the Clerk

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Sarah Gales
vs
Ichabod Franklin et al

Journal 15, Page 100.

Now comes the plaintiff by her attorney and all of the defendants except James Simpson being in default for answer and demurrer, the Court find that since the commencement of this action the said Ichabod Franklin departed this life and since his death proper affidavit was made and filed and legal service has been made upon his widow and unknown heirs by publication for 6 consecutive weeks in the Richwood Gazette a newspaper published and of general circulation in Union County Ohio, proof of which is on file in this Court, and said service is by the Court approved and confirmed.

The Court also find that said Ichabod Franklin executed and delivered to plaintiff the note and mortgage as in the petition stated and upon the premises in the petition described and that said mortgage was duly recorded in Volume 20, Page 526 of Union County Records of Mortgages and is the first and best lien on said premises and that there is due plaintiff thereon the amount stated in the petition, and that the condition of defeasance in said mortgage has been broken and plaintiff is entitled to have the defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the said defendants; to wit: the heirs of Ichabod Franklin shall within 3 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff the sum of $100.00 with 8 per cent interest thereon from February 9th, 1884, 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 directing him to sell said premises as upon execution and bring the proceeds into this Court for further order.

Order of Sale

Afterward, on the 10th day of June, 1887 an Order of Sale was issued by the Clerk of this Court.

5497 The State of Ohio
Union County ss

To the Sheriff of said County

Wherras, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 28th day of May 1887 Sarah Gales obtained a Judgment and decree against Ichabod Franklin for the sum of one hundred dollars.

And wherras, it was then and there, by said Court ordered, adjudged, and decreed, that the said Ichabod Franklin within 3 days from the 28th day of May A. D. 1887

pay unto the said Sarah Gates the said sum of One hundred dollars, with interest from the 9th day of February 1884. and costs aforesaid: and, on default to pay the same that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at law. to sell the real estate described in the plaintiffs petition &c: And whereas the 6 days aforesaid have fully expired, and the said sum of One hundred dollars and costs aforesaid, have not been paid or any part thereof, as appears to us of record---

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law the following lands and tenements, situate in Union County, Ohio, to-wit:

Being part of Survey No. 1134.-- Beginning in the center of the old State Road at the corner of lands owned by Albert Wood: thence with Woods line S. 85° E. 52 78/100 poles to a stake in the line of said Survey from which a burr oak 24 inches in diameter bears N. 11° E. 17 2/3 links a link marked tree: thence S. 8° W. 27 1/4 poles to a stake in the line of said Survey: thence W. 85° N. 54 6/10 poles to a stake in the center of the old State Road: thence with the center of the old State Road N. 12° E. 27 1/4 poles to the place of beginning, containing (10) ten acres be the same, more or less.

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 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.

Proof of Publication

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 10th day of June A. D. 1884.

Seal

A. McCleary, Clerk.

Sheriffs Return

And afterward, on the 20th day of July, 1884, the Sheriff of said County returned said Writ to the Clerks Office in said County, which return is as follows:

The State of Ohio
Union County ss | Sheriffs Return.

Received this Writ on the 10th day of June A. D. 1884, and on the 12th day of June, A. D. 1884, I called an inquest of Austin Leary, William Hawhouse, and Albert Wood three disinterested free-holders and residents of the County,

Service	5	30	and caused the within discribd real
Sum. Appts.	1	20	estate to be duly appraised on their oaths;
Convy. "	1	00	they on the same day returned to me
Writing Appt.		30	an estimate of the value thereof, (to wit:
Copy of " "		30	$40.00 per acre) under their hands and
Notice to Printer		30	seals, a copy of which I forthwith deposite
Affidavit of " "		30	with the Clerk of the within named
Writing Notice		30	Court.
Mileage	2	40	Thereupon I caused public notice of
Poundage	5	25	the time and place of sale of said Real
Return		20	Estate to be given for more than thirty
Total	$11	85	days, (to wit: five consecutive weeks) before
Appraisers Fees	3	00	the day of sale by advertisement in
Printers Fees.	12	50	the "Marysville Tribune" a newspaper

printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 20th day of July A.D. 1889, at the door of the Court House, in Marysville Ohio, at the hour of 1 o'clock P. M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction; and there and then struck off and sold the same to J. M. Simpson for the sum of three hundred and fifty dollars, ($350.00) he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff

And said sum being more than two-thirds of the appraised value thereof, and said J. M. Simpson being the highest and best bidder thereof, I there publicly sold and struck off said lands and tenements to him for said sum of Three hundred and fifty dollars.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 9th day of July, 1889. Proof of Publication was filed with the Clerk of this Court.

Sheriff's Sale.

Sarah Gates
vs
Ichabod Franklin

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 July 20th, 1889, at or about the hour of one o'clock P. M. on said day, the following discribd real estate, to wit:

Situated in the Township of Leesburg, County of Union and State of Ohio, and bounded and described as follows:

Being part of Survey No. 1139, beginning in the center of the old State Road at the corner of lands owned by Albert Woods; thence with Woods line S 85° E. 52 7/10 poles to a stake in the line of said Survey from which a burr oak 24 inches in diameter bears N 1° W 1/4 & 17 2/3 links, a line marked tree: thence S 8° W 1/4 W. 27 1/4 poles to a stake in the line of said Survey; thence W 85° N. 54 6/10 poles to a stake in the center of the old State Road: thence with the center of the old State Road N. 12° W 1/2 & 27 1/4 poles to the place of beginning, containing ten (10) acres, be the same more or less.

Appraised at $40.00 per acre. Thomas Martin, Sheriff
June 19th, 1884, 5 weeks, Printers Fee $12.50 Union County. Ohio

The State of Ohio,
Union County ss

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 June 19th, 1884.

W. A. Shearer.

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

{Seal} A. McCrory, Clerk.

Answer and Cross-Petition

Afterward, on the 1st day of July, 1884, Answer and Cross-Petition was filed with the Clerk of this Court.

Sarah Gaters
vs
Ichabod Franklin,
James Simpson and
John E. Harriman
W. M. Wright and
David A. White Infirmary
Directors of Union Co. Ohio

Court of Common Pleas
Union County Ohio.

The defendant, James Simpson, now comes and amends his answer and cross-petition to the petition of plaintiff and says:

First ground of defense:

That on said 9th day of February, 1884, the defendant Ichabod Franklin, executed and delivered to the plaintiff his promissory note for the payment of money only of which the following is a copy, to-wit:

"$100.00. Claibourne Union County, Ohio. February 9th, 1884.
"Sixteen months after date I promise to pay to Sarah Gaters, or order, One hundred dollars. Value received. Payable at Richwood, Ohio, with 6 per cent from date interest payable annually.
"his June 9th 1885. Ichabod X Franklin.
mark
Witness---Jeremiah Elmwood
No 1. Asa Langstaff.

This defendant purchased said note before this action was commenced, and has ever since been, and still is, the legal owner and holder thereof.

There is due and unpaid upon said note to this defendant the sum of one hundred dollars with interest payable annually from said 9th day of February 1884.

Second ground of defense:

This defendant says that the said Ichabod Franklin executed and delivered to the plaintiff, on said 9th day of February one other promissory note for the payment of money only, of which the following is a copy to wit;

$100.00 Claiborne, Ohio. February 9th, 1884.

Twenty-eight months after date I promise to pay to Sarah Gates, or order, One hundred dollars. Value received Payable at Richwood, Ohio, with 6% interest from date interest payable annually. Ichabod (his mark) X Franklin

No. 2. Witness. Jeremiah Ellenwood

Asa Langstaff

This defendant purchased this note before this action was commenced, and ever since has been and still is, the legal owner and holder thereof, and there is due and unpaid to this defendant on said note the sum of One hundred dollars, with interest payable annually from said 9th day of February, 1884.

The indorsements appearing upon the backs of said notes were placed there by the then holders of said notes, and simply represent portions of the purchase money paid by this defendant for said notes. That no payment has been made upon said notes, and this defendant is entitled to recover the full amount of the same with the interest according to the tenor of said notes.

Third ground of defense:

This answering defendant says that the promissory notes above described were secured by the same mortgage, mentioned and described in plaintiff's petition, and upon the land therein described.

And this defendant says that said mortgage has become absolute, and that there is now due and remaining unpaid upon said promissory notes to this defendant the sum of two hundred dollars with interest from February 9th, 1884, the interest payable annually.

This defendant says that his said notes above described, are the first and best mortgage lien upon the land described in plaintiffs petition.

This defendant therefore asks that said mortgage be foreclosed: that said premises shall be ordered to be sold, and the proceeds first applied to the payment of his said debt, and that he may have such other and further relief as in equity he is entitled to. Porter & Porter

Attys. for J. M. Simpson

The defendant, James Simpson, being sworn makes oath, that the facts stated in the foregoing answer and cross-petition are true as he believes.

James M. Simpson

Sworn to by James Simpson before me, and signed by him in my presence this 1st day of July, 1859.

seal

R. McCrory, Clerk.

Entry

Afterward, on the 2nd day of August, 1859, the following entry was made on the Journal by the Clerk.

5497 Sarah Gates
vs
Ichabod Franklin et al

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the procreding of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser J. M. Simpson, by deed, according to law the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lien-holders in said premises so far as they may be paid therein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the question of distribution of the proceeds of said sale except payment of cost and costs on said premises be continued.

Afterward, on the 17th day of September, 1859, Reply was filed with the Clerk of this Court.

Reply

Sarah Gates
vs
5497 Ichabod Franklin et al

Court of Common Pleas.
Union County, Ohio

The plaintiff for reply to the answer and cross petition of James Simpson defendants herein says:

She denies that said James Simpson purchased said notes and denies that he is the legal owner and holder of the same, and denies that he is entitled to receive any amount out of the proceeds of sale of said premises on said notes and denies that said notes are entitled to precedence over her said claim herein.

Said plaintiff also by way of reply to said answer and cross-petition of said James Simpson further says said notes set up in said answer and cross-petition as well as the note set up by him in the petition, were all

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given to Ierr by said Ichabod Franklin to secure the purchase money of said premises sold by Ierr to said Franklin. That after the sale of said premises to said Franklin said James Simpson came into possession of the same as a tenant, and has continued to and still holds said possession. That long after said notes set up in said answer and cross petition became due and plaintiff was attempting to collect the same by law, said James Simpson as said tenant, paid to said plaintiff and to Ierr attorney the amounts and at the times as the credits upon said notes show. And plaintiff at the request of said James Simpson gave further time for the payment of said notes, and was induced by him to abstain from prosecuting the collection of said notes and was induced by him to allow said notes to run along time over due by the understanding with said Simpson that he was paying off said notes out of the rent, and from the funds of said Franklin and said plaintiff never sold said notes to said Simpson or transferred to him an ownership therein, but simply gave up said notes to him upon his paying them off in accordance with the understanding above set forth.

Said plaintiff further says that said James Simpson never claimed or represented to Ierr that he was purchasing said notes, or that he intended to set them up as prior claims to Ierr last note, or that Ierr claimed any interest in said notes as against Ierr. And plaintiff avers that had she Ierr informed or apprized in any manner of the facts that said Simpson claimed to be purchasing said notes and intended to hold them against said land as prior to Ierr last note, she would not have accepted said payments from him and would not have transferred or turned over said notes to him, and would not have extended the time on said notes and thereby allowed interest to accumulate on them to Ierr prejudice.

Plaintiff says said defendant James Simpson is estopped from claiming precedence over plaintiffs note and she therefore prays as in the petition and that Ierr said note and interest be ordered to be first paid out of the proceeds of sale and for all proper relief.

S. S. Gardiner, Atty. for Plff.

State of Ohio,
Union County ss

Sarah Gates, being duly sworn says she is the plaintiff in above case and the facts and allegations in the foregoing reply are true as she verily believes.

Sarah Gates.

Sworn to and subscribed before me this 31st day of August, 1889.

J. H. Jolliff, Justice of the Peace.

See Page 587 for Entry on Distribution

Attest R. M. Coon clerk

Orlition C. W. Marshall
vs
6877 Martin Connor et al
Adelaide G. Wadsworth

Court of Common Pleas
Union County Ohio.

Be it remembered that, heretofore, to-wit, on the 1st day of October, 1889 C. W. Marshall filed in the Clerk's Office in the said Court of Common Pleas the following petition against Martin Connor et al, to-wit:

To the Court of Common Pleas within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio.

The plaintiff says that this cause of action is founded upon a written instrument, to-wit: a promissory note for the unconditional payment of money only of which the following is a copy to-wit:

$3000.00 Mechanicsburg, Ohio, October 11th, 1886.

Three years after date we jointly and severally promise to pay C. W Marshall, or order, Three thousand dollars. Value received with eight per cent interest per annum from date until paid. This note secured by mortgage on real estate.

Signed Martin Connor
Lois A. Connor.

That on said note are the following endorsements.

June 28th, 1888, Received interest in full to May 26th 1888.

March 27th, 1889, Received interest in full to March 26th 1889. Also received Three Hundred dollars on principal leaving $2700.00 still due, and interest on same from March 26th, 1889."

No other payment has been made on said note, and there is now due to the plaintiff from the defendant Martin Connor on said note, the sum of twenty-seven hundred dollars ($2700.00) with interest at 8 per cent from

March 26th, 1889.
Second Cause of Action.

The plaintiff further says that the defendant Martin Connor - his wife Lois A. Connor joining on the said 11th day of October, 1886 to secure the payment of said note executed and delivered to plaintiff the mortgage deed and thereby conveyed to the plaintiff, his heirs and assigns the following lands and tenements, to-wit: Situate in the County of Union and State of Ohio, and in Union Township and bounded as follows:

Being on Harby Creek in Military Survey No. 10338 and 8418, Beginning at a stone N. 6e. corner to the tract; thence S 80 W 127 32/100 poles to a stone; thence S 3° E. 124 poles to a stake on the north side of the creek; thence down the creek with the meanderings thereof to a point opposite a stone planted on the south side of the creek 80 poles; thence South 26° W. 39 77/100 poles to a stake in the center of the road or pike; thence E. with the center of the pike 65 87/100 poles to a stake; thence N. 1° W. 184 poles to the Beginning, containing one hundred acres more or less.

The mortgage had a condition in the same which was in substance, "that if said Martin Connor should pay said note with the interest, according to the tenor and terms of the same then these presents should be void otherwise to be and remain in full force and virtue in law.

On the 18th day of October, 1886, at 7 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 by him on October 19th, 1886 in Union County Record of Mortgages.

Said mortgage deed has become absolute, and there is now due and remaining unpaid upon said indebtedness the sum of Twenty-seven hundred dollars, with interest at eight per cent from the 26th day of March 1889.

The said Lois A. Connor was the wife of the said Martin Connor, and has long since been dead.

That the said defendant Adelaide J. Wadsworth also has a mortgage as plaintiff is advised upon the said premises, and claims thereby a lien upon the same, which mortgage was executed since plaintiff's mortgage, and plaintiff's mortgage is the prior and first lien upon the premises.

Plaintiff therefore asks judgment against the said Martin Connor for said sum of $2700.00 with interest at eight per cent from the 26th day of March A.D. 1889, and asks that said mortgage may be foreclosed, that said premises be ordered to be sold, and the proceeds applied to the payment of said debt and plaintiff asks all other and further proper relief.

Carter & Carter, Attys. for Plff.

J. E. Porter, being sworn makes oath that he is one of the attorneys for the plaintiff in this case duly authorized, that the plaintiff is a non resident of said County of Union, and affiant believes the facts stated in the foregoing petition to be true.

J. E. Porter.

Sworn to by E. W. Porter before me, and signed by him in my presence this 19th day of October A. D. 1889.

[seal]

R. McCrory, Clerk.

To the Clerk:

Issue a Summons to the Sheriff of Champaign County against both defendants, returnable according to law. Indorse: "Amount claimed $2700" and interest at eight per cent from March 26th, 1889, and for foreclosure of mortgage."

Porter & Porter

October 19th, 1889.

Attorneys for Plaintiff.

Summons

5877

Afterward, on the 19th day of October, 1889, a Summons was issued by the Clerk of this Court, indorsed as follows:

The State of Ohio
Union County ss

To the Sheriff of Champaign County:

You are hereby commanded to notify Martie Connor and Adelaide G. Wadsworth that they have been sued by E. W. Marshall in the Court of Common Pleas of Union County and must answer by the 16th day of November A. D. 1889, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 28th day of October A. D. 1889.

Witness my hand and the seal of said Court, this 19th day of October, A. D. 1889.

[seal]

R. McCrory, Clerk.

Indorsed: "Action for Judgment. Amount claimed $2700" with 8 per cent. from 26th day of March, 1889, and foreclosure of mortgage."

And afterward, on the 26th day of October, 1889 the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

Sheriff's Return

Service & Return	$	60
Addal Defts.		15
Mileage	1	76
Indexing, Misc. & Recording		20
Copy.		32
Postage		02
Total	$3	05

The State of Ohio
Champaign County ss

Sheriff's Return.

Received this Writ, October 21st, A. D. 1889, and served same by delivering a certified copy of this writ with the endorsements thereon to the within named Martie Connor and Adelaide Wadsworth personally October 24th A. D. 1889.

M. B. Sabin, Sheriff
By E. H. McClain, Deputy.

Answer
Petition
Gross-Petition
5877

Entry
5877

Answer & Cross Petition

5877

E W Marshall
vs
Martin Connor et al

afterward, on the 4th day of December, 1889, Answer & Cross-Petition was filed with the Clerk of this Court.

Court of Common Pleas, Union County, O.

And now comes the said Charles Erb and Bro and voluntarily entering their appearance herein, for answer and cross-petition to the petition of said plaintiff herein filed says:

That they are a partnership doing business in said State of Ohio. That on the 26th day of March 1889 they obtained a judgment against said defendant Martin Connor, before W M Winget, a Justice of the Peace for said Union County, Ohio, for the sum of $87.20 with 8 per cent. interest thereon from said date together with $3.15 costs of suit and on said 26th day of March 1889, they filed with the clerk of this Court a transcript of said judgment and thereby the same became a lien on the real estate of said defendant.

On the 21st day of October 1889 they caused an execution to issue to the Sheriff of said County of Union, aforesaid, and a levy was made on the land described in said plaintiffs petition, and the same is now a valid lien thereon. There are $2.75 increase costs on said judgment and transcript. Said judgment still remains in full force, unreversed and unsatisfied.

These defendants ask that their rights be fully protected herein and for all proper relief in the premises.

John M Brodrick, Attorney for
Charles Erb & Bro.

The State of Ohio
County of Union ss

John M. Brodrick, being sworn, says that he is the duly authorized attorney of said defendants Charles Erb & Bro. That the facts stated in the foregoing answer and cross-petition are within the personal knowledge of affiant, and that the facts stated in the foregoing answer and cross-petition are as affiant believes, true.

John M. Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 4th day of December, 1889.

A McCrory.
Clerk of Courts.

Seal

Entry

5877

E W Marshall
vs
Martin Connor et al

Afterward, on the 10 day of December, 1889 the following Entry was made on the Journal by the Clerk of this Court.

Journal 15, Page 216

This day came the plaintiff by his attorneys

and the defendant Martie Connor still failing to answer or demur to said petition, and the Court being fully advised in the premises find that there is due to the plaintiff from the said Martie Connor on the promissory note described in said petition the sum of Seventy eight hundred and fifty-one and 20/100 dollars ($7851.20) on which the plaintiff hath claimed in this petition. It is therefore adjudged and considered by the Court that the plaintiff recover of said Martie Connor said sum of $7851.20 so found due and also the costs herein expended taxed at $ - - said Judgment to draw interest at 8 per cent from December 8th, 1879.

And it is further ordered and adjudged that in case said Martie Connor fails for three days from this 8th day of December 1879 to pay to plaintiff the said sum of Seventy-eight hundred and fifty one and 20/100 dollars with costs of suit, that said premises be sold to pay the same, an order issue to the Sheriff of this County commanding him to cause the lands and tenements described in plaintiffs petition to be appraised, advertised and sold according to law and apply the proceeds of said sale in satisfaction of said sum so found due with cost of suit, and the balance of said proceeds be retained by the Sheriff subject to the future order of the court.

Order of Sale

Afterward, on the 8th day of January, 1880, an Order of Sale was issued by the Clerk of said Court.

The State of Ohio
Union County ss

To the Sheriff of said County - - Greeting

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 6th day of December 1879, C.W. Marshall obtained a Judgment and Decree against Martie Connor and Adelaide E. Wadsworth for the sum of Seventy-eight hundred and fifty-one and 20/100 dollars, and nine and 22/100 dollars costs of suit.

Sheriff's Return

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Martie Connor and Adelaide Wadsworth within three days from the 10th day of December A.D. 1879, pay unto the said C.W. Marshall the said sum of Seventy-eight hundred fifty-one 20/100 dollars with interest from the 8th day of December 1879, and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at Law, to sell the real estate described in the plaintiff's petition &c:

And whereas, the three days aforesaid have fully expired and the said sum of Seventy-eight hundred and fifty one

and 20/100 dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to me of record---.

We therefore command you, that you proceed, without delay, to appraise advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County Ohio, to-wit: In the Township of Union, bounded and described as follows: Being on Darby Creek in Military Survey Nº 10338 and 8415, beginning at a stone N E corner to the tract: thence S. 89, W 127 32/100 poles to a stone: thence S 8- E. 124 poles to a stake on the North side of the river; thence down the creek with the meanderings thereof to a point opposite a stone planted on the South side of the river 80 poles: thence S. 26 W. 34 24/100 poles to a stake in the center of the road or pike: thence E with the center of the pike 65 87/100 poles to a stake: thence N. 1° W. 148 poles to the beginning, containing 100 acres more or less.

We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the true intent thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said Judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville this 8th day of January A. D. 1890.

Seal

R. Mc Creary, Clerk

Sheriff's Return

And afterward on the 27th day of ~~January~~ February, 1890, the Sheriff of said County returned said Writ to the Clerk's Office in said County, which return is as follows:

The State of Ohio
Union County, ss

Sheriff's Return.

Received this Writ the 8th day of January A. D. 1890. and on the 14th day of January A. D. 1890, I called an inquest of J. H. Bidwell, Ray G. Morse, and J. P. Morse, three disinterested free-holders and residents of the County, and caused the within described real estate to be duly appraised on their oaths: they on the same day returned to me an estimate of the value thereof (to-wit: $40.00 per acre) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

Thereupon I caused public notice of the time and place of sale of said Real Estate to be given for more

than thirty days, (to wit: five consecutive weeks) before the day of sale by advertisement in the Marysville Tribune a newspaper printed in said Union County, and of genral circulation therein, as will appear by a copy of said advertisement hereto attached.

Service	$	30
Levy		30
Exam. Appr's		
Swar. "	1	20
Conveying "	2	00
Writing Appr'l		30
Copy of " "		30
Notice to Cinder		30
Affidavit to "		30
Writing Notice		30
Mileage	2	40
Poundage	35	80
Return		25
Total	$43	95
Appraisers Fees	3	00
Cinders Fees	12	50

And on the 15th day of February A.D. 1890 at the door of the Court House, in Marysville, Ohio, at the Hour of 1 o'clock P.M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction; and then and there struck off and sold the same to J. F. Bennett for the sum of thirty dollars and eighty cents per acre ($30.80) he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

And said sum being more than two thirds of the appraised value therof, the said J. F. Bennett being the highest and best bidder therof. I then and there publicly sold and struck off said lands and tenements to him for said sum of three thousand and eighty dollars.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 15th day of February, 1890, Proof of Publication was filed with the Clerk of this Court.

E. W. Marshall
vs
Martin Connor

An Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, February 15th, 1890, 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 Union, County of Union and State of Ohio, and bounded and described as follows: Being on Darby Creek in Military Survey No. 10338 2/10 8415: Beginning at a stone north-east corner to the tract: thence South 80° West 127 32/100 poles to a stone: thence South 8° East 124 poles to a stake on the north side of Creek: thence down the Creek with meanderings thereof to a point opposite a stone planted on the South side of the Creek 80 poles: thence South 26° W. 39 24/100 poles to a stake in the center of the road or pike 65 87/100 poles to a stake: thence North 1° W. 148 poles to the beginning, containing 100 acres more or less.

appraised at $40.00 per acre. Terms of Sale. Cash.
Thomas Martin, Sheriff
Porter & Porter, Attys. Union County Ohio.
January 15th, 1890. 3 Weeks. Printers Fees $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 January 15th, 1890.

W A Sharrr.

Sworn to and subscribed before me, this 15th day of February, 1890.

R. McCrory, Clerk.

Entry

Afterward, on the 19th day of March, 1890, the following
5877 Entry was made on the Journal by the Clerk of this Court.

C W Marshall
vs
Martin Connor

Journal 15 Page 278.

On motion by Porter & Porter, attorneys for the plaintiff, and on producing the return of the Sheriff of the sale made by him under the former order of this Court; and the Court on careful examination of the proceedings of said Sheriff being satisfied that said sale and proceedings have been in all respects in conformity to law and the orders of Court; it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that the Sheriff convey to the purchaser John F. Barrett by deed in fee simple the lands and tenements so sold; and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming on now to distribute the proceeds of said sale amounting to $3080, it is ordered that the Sheriff out of the money in his hands pay

1st. The costs of this action taxed at $
2nd. The taxes on the land now due amounting to $112.56
3rd. To the plaintiff the amount heretofore found due
this due to-wit $2892.60 and interest.

It is found that nothing further remains in the Sheriffs hands for distribution, and nothing to distribute on the mortgage lien of Adelaide Wadsworth and the judgment lien of --- &c.

Attest R McCrory Clerk

Alias continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, Before the Honorable John A Price, Judge of said Court, of the Term of March, 1888, to wit: on the 4th day of March in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, to wit, on the 19th day of October, 1888, William Hoover filed in the Clerk's Office of the Court of Common Pleas the following Petition to wit:

Petition	William Hoover	
	vs	Court of Common Pleas
5666	Charles Longshore et al	Union County Ohio.
	Susan Longshore et al	
	S. He. Lee.	

The plaintiff, William Hoover says the defendant, Charles Longshore, on the 1st day of October 1887, executed his two promissory notes for $292.08 each to said plaintiff, a true copy of which notes are hereto attached, as follows:

"$292.08. Richwood, Ohio. October 1st, 1887.

"On or before the 1st day of April, 1887, after date, I promise to the order of William Hoover Two hundred and ninety two and .08 at Bank of Richwood. Value received with interest at 6 per cent. from November 2nd 1887.

"Charles Longshore

"$292.08. Richwood, Ohio, October 1st, 1887.

"On or Before April 1st, 1888 after date I promise to pay to the order of William Hoover Two hundred and ninety two 08/100 Dollars at Bank of Richwood. Value received with interest at 6 per cent from November 2nd, 1887.

"Charles Longshore.

And that on said day to secure the payment of said notes said defendants Charles Longshore and Susan A. Longshore, his wife, executed and delivered to said plaintiff a mortgage deed for the following described premises, to wit:

Situate in the County of Union in the State of Ohio and in the Township of Claibourne, bounded and described as follows: Being part of U. S. Survey No. 7567, being the fifty and one-half acres of lot No. Eight (8) of Sub-division of said Survey being directly South of the forty acres of said lot. That on the 10th day of May 1863 was conveyed to Thomas Rose.

For a full description of said lot No. 8 reference is hereby made to Book 8, Page 73 of the Records of Deeds of Union County Ohio.

Said mortgage deed contained the following conditions:

That whereas the said Charles Longshore has executed his three promissory notes of said date of $292.[00] each with 6 per cent interest from November 25th, 1857, due April 1st, 1856, April 1st, 1857, and April 1st 1858, given for purchase money for said premises herein described.

Now if said notes shall be paid according to the tenor thereof then these presents shall be void, otherwise to be and remain in full force and virtue in law forever.

Said mortgage deed was duly recorded in the Mortgage Records of said County of Union in Book 21, Page 56, November 11th, 1854.

Plaintiff says the 1st of said three notes has been paid in full and the following payments have been made on the 2nd of said notes, to-wit: $100.00 April 12th 1857: $73.00 June 25th 1857: and $100.00 April 19th, 1858. And that there is still due and unpaid on said note the sum of $73.38 including interest to date of filing this petition. And that no payments have been made upon the last of said notes and that there is now due and unpaid upon said last note the sum of $360.71 including interest to this date.

Plaintiff says further that the defendant C.M. Lee has or claims some interest in said premises which he is hereby required to set up in this action.

Wherefore plaintiff prays judgment against the defendant Charles Longshore for the sum of $737.09 the amount now due upon said notes with 6 per cent interest thereon from this date; and that said mortgage may be foreclosed and that unless said judgment so to be rendered be paid by a day to be named by the Court there that an order of sale of said premises be issued by the Clerk of this Court, directed to the Sheriff of said County of Union commanding him to appraise advertise and sell said premises as upon execution; and pay said judgment interest and costs from the proceeds thereof and for all further relief the case may in equity demand.

O. A. Kerr,
Attorney for Plaintiff.

State of Ohio,
Union County ss

O. A. Kerr, being sworn, says he is the attorney for plaintiff in above action: and that said plaintiff is a non-resident of said County and now absent therefrom and that he believes the allegations in the foregoing petition to be true.

O. A. Kerr.

Sworn to before me and subscribed in my presence this 18th day of October, 1858.

{seal} S. S. Gardner, Notary Public.

To the Clerk:

The Clerk will issue summons for the defendants directed to Sheriff of Union County Ohio.
Endorse: "Amount claimed $437.09 &c for foreclosure of mortgage."
O A Kerr, Atty.

Summons afterward, on the 19th day of October, A.D. 1888, a Summons was issued by the Clerk of this Court, indorse as follows:

5666 The State of Ohio
Union County ss | To the Sheriff of the County of Union

We command you to notify Charles Longshore and Susan Longshore that they have been sued by William Hoover in the Court of Common Pleas of Union County, and that unless they answer by the 17th day of November 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 24th day of October A.D. 1888.

Witness my hand and the seal of said Court, this
Seal } 19th day of October, A.D. 1888.
"Foreclosure of Mortgage. Amt $437.09/100". A.M. Crory, Clerk.

And afterward, on the 26th day of October, the Sheriff of said County returned said Summons to the Clerks Office in said County, which return is as follows:

Service	$	45
Mileage	2	56
Copy		40
Total	$3	41

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

Received this Writ October 19th A.D. 1888 at 1 oclock P.M. and pursuant to its command, on the 22nd 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.

Answer & Cross-Petition 5666

afterward, on the 19th day of November, 1888, Answer & Cross-Petition was filed with the Clerk of this Court.

William Hoover
vs
Charles Longshore et al. | Court of Common Pleas.

And now comes the defendant S. He. Lee and enters his appearance herein as a party defendant, and says that on the 15th day of October 1884, the said defendant Charles Longshore executed and delivered to this defendant his promissory note, of which the following is a copy to-wit:

"$800.00. Post Office--Richwood, County of Union, October 15th 1884
"Five years after date I promise to pay to the order
"of S. He. Lee Eight Hundred Dollars. Value received with
"8 per cent interest from date until paid. Interest payable
"annually. Charles Longshore.

And to secure the payment of said note said Charles Longshore and Susan A. Longshore executed and delivered to this defendant their mortgage deed for the lands described in plaintiffs petition herein, (to which reference is hereby made) on said 15th day of October, 1857. And said mortgage was duly filed for record and recorded in Volume 21, of the Record of Mortgages of said County on the -- day of October 1857. Which said mortgage was conditioned as follows: Provided nevertheless, Whereas the said Charles Longshore has this day executed to said S. H. Lee his promissory note for $800.00 payable in five years bearing 8 per cent interest payable annually.

Now if said note and the interest accruing thereon shall be paid according to the true thereof then these presents shall be void.

This defendant says there is now -- and unpaid on said note the interest from October 15th, 1857 amounting to the sum of $69.65 at this date November 17th, 1888, and if the said lands are ordered to be sold in this proceeding there would then be due on said note the said sum of $800.00 in addition to the above stated amount of interest. And the said conditions having been broken as above stated the said mortgage deed has become absolute and this defendant is entitled to have said mortgage foreclosed.

Wherefore the defendant S. H. Lee asks that the Court will take account of the amount due this defendant upon said note and mortgage including interest to date of decree. And that the said mortgage may be by the Court made absolute and foreclosed. And that said lands be ordered sold as upon execution, and said amount so found due be paid from the proceeds according to the priority of said mortgage lien and for all necessary relief.

O. A. Kerr Atty. for Defft. S. H. Lee.

State of Ohio
Union County ss

O. A. Kerr, being sworn says he is the attorney for said defendant S. H. Lee in this action and that the said defendant is a non-resident of said County of Union and that he believes the statements in the fore-going cross-petition are true.

O. A. Kerr.

Sworn to before me and subscribed in my presence this 19th day of November, 1888.

{seal} R. McCrory, Clerk.

Answer

Afterward, on the 26th day of November, 1888, Answer was filed with the Clerk of said Court.

6666 William Hoover
vs
Charles Longshore et al
Susan Longshore et al
S. H. Lee.

Court of Common Pleas, Union County Ohio

Answer of Charles Longshore.

Now comes the said Charles Longshore and for his answer herein says: He admits the execution of the notes and mortgage set up in the petition. That on or about the 6th day of September 1884 this defendant and plaintiff entered into a written contract whereby plaintiff agreed to sell and convey unto this defendant the premises described in the petition, and this defendant agreed to pay therefor the sum of twenty-five hundred dollars in payments, all of which will more fully appear by reference to said contract, a copy of which is hereto attached marked "A" and made a part of this answer.

That as a part of the consideration for said $2500.00 the said plaintiff also agreed to procure for and furnish to this defendant on or before November 20th, 1884 a loan of $823.75 at 6 per cent. interest for the term of five years- if said Longshore should need the same, said loan to be secured by a first mortgage given by said Longshore on the premises bought of said plaintiff, and said plaintiff was to be at the expense of procuring said loan. All of which will more fully appear by reference to said contract.

Copy of Agreement "A"

This defendant on or about October 1st, 1884 required plaintiff to furnish him said loan according to the terms of said contract, and said plaintiff did procure a loan for this defendant of S. H. Lee of Eight hundred dollars,- but at 8 per cent interest payable annually, and failed and refused to furnish said loan at 6 per cent interest and according to the terms of said contract and has ever since failed and refused to pay or to account to this defendant in any manner for the difference between said 6 per cent. interest and eight per cent interest payable annually on said loan, and this defendant has been compelled to and has paid 8 per cent interest annually on said $800.00.

This defendant further answering says: That by the terms of said contract said plaintiff was to pay the taxes and assessment on said premises up to and including the June payment 1885- which he refused and failed to do. And this defendant was compelled to and did pay delinquent taxes on said premises which said plaintiff should have paid amounting to the sum of $8.73.

This defendant further says: That the notes sued on

on this case are the notes given by this defendant for the balance of purchase money of said premises.

Wherefor this defendant asks that the foregoing difference of interest amounting to $135.76 and the said tax amounting to $ .85.73 and interest from November 28th 1885 in all amounting to $ one hundred and forty-five 75/100 dollars to be offset against said notes and that he may be allowed a credit on said note of said amount of $145.75 and for all proper relief.

S.S. Gardner, Attorney for
Defendant Charles Longshore

State of Ohio
Union County ss

Charles Longshore, being duly sworn, says the facts and allegations of the foregoing answer are true as he verily believes.

Charles Longshore.

Sworn to before me and subscribed in my presence this 24th day of November, 1888.

{seal} A.C. Coon,
Notary Public.

Copy of Agreement "A"

This Agreement, made and entered into at Richwood this 6th day of September 1884, by and between Wm Hoover of Union County, Ohio, party of the first part, and Charles Longshore of Wyandott, County, Ohio party of the second part, witnesseth: That the said party of the first part hath this day sold and doth agree to convey, in fee simple, unto the said party of the second part his heirs, and assigns forever, by a good and sufficient deed on or before the 1st day of October 1887, upon the punctual payment by said party of the second part of the consideration money hereinafter mentioned, the following premises situated in Claibourne Township, Union County, Ohio and bounded as follows: Being his farm of 55½ acres more or less, now occupied by him and known as the Mulcahey farm together with all the privileges and appurtenances to the same belonging.

And the said party of the second part doth hereby agree to pay for said premises the sum of $2500 in the manner following: $325.75 cash in hand, and the balance as follows: $474.25 October 1st, 1884 to assumed mortgage of $823.75 (which includes interest to November 20th 1884) on said premises and give his notes secured by a second mortgage on said premises as follows: $292.08 due April 1st, 1886: $292.08 due April 1st, 1887: $292.08 due April 1st, 1888.

The said party of the first part hereby agree to pay the taxes and assessments on said premises up to and including June payment 1885, and the party of the second part agrees to assume and pay all taxes

and assessments becoming due thereafter.

The party of the first part agrees to give the party of the second part possession of said premises on or before the 20th day of November 1884, and if the said party of the second part shall fail to pay the consideration money, taxes &c., as above stipulated, then this agreement shall be void, at the option of said party of the first part; and the party of the first part agrees that if, upon examination, the title to said premises shall prove defective, then this contract shall be void, at the option of the party of the second part unless said party of the first part shall perfect the same within a reasonable time.

Said Hoover agrees to procure a loan of enough to pay said mortgage of $823.75 if said Longshore should need it for a term not exceeding 5 years at 6 per cent interest without any expense to said Longshore and secured by first mortgage on said land on or before November 20th 1884.

In testimony whereof said parties hereunto set their hands and seals, this 6th day of September, 1884.

William Hoover.

Charles Longshore.

Apply — Afterward, on the 18th day of December, 1888, a Reply was filed with the Clerk of said Court.

5666 William Hoover vs Charles Longshore — Court of Common Pleas, Union County, Ohio.

And now comes the plaintiff Wm Hoover and for reply to the answer of the defendant Charles Longshore says that he admits the making of the contract, a copy of which is attached to the defendants answer. But says that the matters in said contract relative to the procurement of a loan by the said Hoover for said defendant Longshore were amicably arranged between them at the time said note and mortgage, upon which this action is brought, were executed, and that he the said plaintiff had previously to the execution of said note and mortgage procured a loan for said Longshore which he accepted in lieu of the loan mentioned in said contract to-wit: The loan from S. H. Lee of $800.00 for which said defendant Longshore executed his note and mortgage previous to the execution of the note and mortgage sued upon in this action and denies all liabilities on his part in regard to said loan.

Wherefore the plaintiff having fully answered the allegations of the defendant Longshore as contained in his said answer, he prays as in his petition for judgment against said Longshore for the amount alleged in said petition to be due upon his said note, and for the foreclosure of his said mortgage.

O. A. Kerr, Atty. for Plff.

Entry — 5666

Entry — 5666

State of Ohio
Union County ss

O A. Kerr, being sworn, says he is the attorney for the plaintiff, William Hoover in this action, and that said William Hoover is a non-resident of said County of Union and State of Ohio. and that he believes the allegations in the foregoing reply to be true.

O A. Kerr.

Sworn to before me and subscribed in my presence this 18th day of December, 1858.

{seal} A. McCrory, Clerk.

Entry

Afterward, on the 8th day of January, 1859, the following Entry was made on the Journal by the Clerk of said Court.

5666 William Hoover
vs
Charles Longshore et al

Journal 15, Page 11

This day come the defendand S. H. Lee and on motion said the Court for a decree of foreclosure of his mortgage set up in his cross-petition filed herein.

And the Court upon being advised in the premises find that said Longshore has failed to answer or demur to said cross-petition the same is hereby adjudged to be true, and said mortgage foreclosed. And further that there is due upon said mortgage and by the terms thereof the sum of $80 00 as interest on the note therein described, and that unless said amount shall be paid by the 4th day of March 1859 that an order of sale issue from this Court directing the Sheriff to advertise and sell the premises described in said mortgage and cross-petition, as upon execution, and pay to S. H. Lee the said sum of $80 00 with interest from said date of 15th day of January 1859.

And also the sum of $500 00 the face of said note with interest at 8 per cent from said 15th day of January 1859 and return balance into Court for further orders.

Entry

Afterward, on the 6th day of March, 1859, the following Entry was made on the Journal by the Clerk.

5666 William Hoover
vs
Charles Longshore et al

Journal 15, Page 34

This day this cause came on to be heard upon the petition of the plaintiff, the answer of defendant Charles Longshore, and the reply of the plaintiff. parties waived a Jury and submitted the cause to the Court, was argued by counsel. And the Court upon hearing the proofs and allegations of the parties, in consideration whereof the Court find for the defendant upon his answer the sum of $88 33, and the same is allowed as a

credit upon the notes sued upon in this action, leaving the amount of recovery by the plaintiff on said notes the sum of $35-5-00.

And the Court further find that the said mortgage set up in the plaintiffs petition has become absolute and the plaintiff is entitled to a decree of foreclosure therof.

It is therefore ordered and adjudged by the Court that the plaintiff recover of the defendant, Charles Youngshoe, the said sum of $35-5-00 including interest to this date. And that unless the same be paid within 30 days from this date there shall an order of sale issue from this Court commanding the Sheriff of said County to appraise, advertise and sell the premises described in plaintiffs petition, and from the procreds thereof pay said judgment interest and costs. Whereupon the plaintiff moved the Court for a new trial of said cause. The motion was overruled by the Court and plaintiff excepts.

Attest R M Brown Clerk

It was continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of November, Court, on the 7th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered, that heretofore, on the 16th day of July, 1888. Timothy Fahey filed in the Clerks Office of the said Court of Common Pleas the following Petition against Eva Moore and her husband, to-wit:

Petition
Timothy Fahey
vs
5-5-90 Eva Moore and
Benjamin Moore,
her husband.

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

The plaintiff, Timothy Fahey, says that the defendants Eva Moore & Benjamin B. Moore, by their signature B. B. Moore, on the 19th day of January A.D. 1886, executed and delivered to plaintiff their certain promissory note, and thereby promised to pay plaintiff, or order, in one year from said date the sum of One hundred and ninety dollars ($190.00) with interest at 8 per cent. per annum, after maturity until paid, interest due and payable annually, in advance, and if not paid when due, then the same is to draw eight per cent interest until paid. A true copy of which

promissory note, with all credits and indorsements thereon as fully attached, marked Exhibit "A" and made a part of this petition.

Plaintiff says that he is still the owner and holder of said promissory note, that the same is now due, that no payments have been made thereon, and that there is now due and owing this plaintiff thereon from the said defendant the sum of Two hundred and seven $\frac{42}{100}$ dollars, with interest at 8 per cent. from January 19th A.D. 1888, payable annually.

Plaintiff further says that contemporaneously with the execution and delivery of said promissory note, and in order to secure the payment of the same, the said Eva Moore & Benjamin B. Moore, her husband & wife, executed and delivered to the said Timothy Fahey their certain mortgage deed and thereby conveyed to him the following real estate, to-wit: Situated in the Township of Jackson, County of Union and State of Ohio, being part of Survey No. 10240 Virginia Military Lands, located in the name of Wallace & Watts, and bounded as follows: Beginning at a stone in the center of the Bowen road 11 $\frac{92}{100}$ rods easterly from a stone and piers of rock, north-west corner of H. A. Van Hoorbens land; thence N. 10 $\frac{1}{4}$ W. 134 $\frac{17}{100}$ rods to a stone; thence N. 79 $\frac{3}{4}$ E. 11 $\frac{91}{100}$ rods to a stone; thence S 10 $\frac{1}{4}$ E. 134 $\frac{28}{100}$ rods to a stone in the center of the Bowen road aforesaid; thence S. 79 $\frac{1}{2}$ W. 11 $\frac{91}{100}$ rods to the place of beginning, containing Ten (10) acres be the same more or less, and subject to all legal highways.

That said mortgage had a condition thereunder written by which it was provided that whereas the said Eva Moore and Benjamin B. Moore have executed and delivered to the said Timothy Fahey their certain promissory note of even date herewith for the sum of 190^{00} due one year after date, with interest at eight per cent. per annum after maturity, until paid interest due and payable annually, in advance, and if not paid when due, then the same is to draw eight per cent interest until paid.

Now, if the said Eva Moore and Benjamin B. Moore their heirs, assigns, executors or administrators shall well and truly pay the aforesaid promissory note according to the true thereof, to the said Timothy Fahey, his heirs and assigns, then the above deed shall be void: otherwise the same shall remain in full force and virtue in law.

That said mortgage deed was on the 28th day of January A.D. 1886, at 7 o'clock A.M. duly filed for record with the Recorder of Union County Ohio and was by him

on the 11th day of February, A.D. 1886, duly recorded in Records of Mortgages of said County Volume 22, Page 487, and that the same is the first and best lien on the premises herein described.

Plaintiff says that the condition of defeasance contained in said mortgage has been broken, and that he is entitled to have the defendants equity of redemption in said real estate foreclosed.

Wherefor plaintiff prays that an account may be taken of the amount due him upon his said claim as herein set forth; that he may have judgment for the same against the said defendants Eva Moore and Benjamin B. Moore and that in default of payment of the same by a short day to be named said premises may be sold as upon execution and the proceeds applied thereto, and for all proper relief.

By W. E. Scofield;
Plaintiffs Attorney.

State of Ohio, Marion County, ss

Timothy Fahey, being duly sworn according to law says that the facts stated and allegations contained in the foregoing petition are, as he believes, true.

Timothy Fahey.

Sworn to before me By Timothy Fahey and by him signed in my presence this 12th day of July, A.D. 1888.

Geo B. Scofield,
{seal} Notary Public, Marion Co., Ohio.

To the Clerk:

Issue Summons upon the foregoing petition to Sheriff Union County returnable according to law.
Indorse= Amount claimed $207 72/100 with interest from January 19th, 1888, at 8% payable annually and Sale of Mortgaged premises prayed for.

W. E. Scofield.
Attorney for Plaintiff.

Exhibit "A"

$190.00. One year after date, for value received, we jointly and severally promise to pay Timothy Fahey, or Order One Hundred and ninety dollars, with interest at 8 per cent. per annum from maturity until paid, interest due and payable annually in advance, and if not paid when due then the same is to draw 8% interest 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, indorser or assignee

Summons 5-590

Waiver 5-590

Sheriff's Return

Mileage
Copy
Total

"thereof, and release all errors which may occur in the
"rendition of such judgment.
" And we also release the right of appeal, the stay of
"execution and the power and privilege to hold exempt from
"execution, any personal or real property belonging to us
"or either of us, at any time 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 19th day of January
"A.D. 1886.
" Eva Moore.
" B.B. Moore.

Summons 5570

Afterward, on the 16th day of July, 1888, a Summons was issued by the Clerk of said Court indorsed as follows:

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

We command you to notify Eva Moore and B.B. Moore that they have been sued by Timothy Fahey in the Court of Common Pleas of Union County, and that unless they answer by the 18th day of August A.D. 1888 the petition of said plaintiff Timothy Fahey 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 July A.D. 1888.

Witness my hand and the seal of said Court, this 16th day of July, A.D. 1888.

[seal] A. McCrory, Clerk.

Indorsed - "Action for Foreclosure. Amount claimed $207.22 with interest from January 19th, 1888."

Sheriff's Return

Afterward, on the 30th day of July, 1888, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

Mileage	$4.	00
Copy		40
Total	$4.	40

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

Received this Writ July 16th A.D. 1888 at 3 o'clock P.M. Returned this 30th day of July, 1888. The within named not found.

M. Hopkins, Sheriff.
Per F.J. Wall, Deputy.

Waiver 5570

Afterward, on the 6th day of March, 1889, Waiver of Summons was filed with the Clerk of said Court.

Timothy Fahey
vs
Eva Moore and
B.B. Moore et al

Court of Common Pleas, Union County, Ohio.

Waiver of Summons.

We the undersigned defendants do hereby waive

the issuing and service of summons in this case and under our appearance herein.

Wright Harraman,
& A. Davis, ats A. Davis.

Answer & Cross Petition of Crosby & Adamson

Snively Falry
vs
John Straw & Eva Moore & B.B. Moore her husband.
Crosby & Adamson, Wright Harraman & & A. Davis & Richard Davis, her husband

Court of Common Pleas
Union County Ohio

Answer & Cross-Petition
of
Crosby & Adamson.

Now comes the said Crosby and Adamson and for their answer and by way of cross-petition herein says:

That on or about the 20th day of February, 1886, the said B.B. Moore and Eva Moore husband and wife executed and delivered to said John Straw a deed for the premises described in plaintiffs petition and the said John Straw is now the owner in fee of said premises.

That on or about said 20th day of February 1886 the said John Straw executed and delivered to said B.B. Moore and Eva Moore his three promissory notes for the purchase money of said premises and thereby promised to pay to said B.B. Moore and Eva Moore the following sums of money to wit: One hundred dollars April 1st, 1887: One hundred dollars April 1st, 1888: and Fifty dollars April 1st, 1889; all of said notes bearing 6 per cent interest from April 1st, 1886.

Said Crosby & Adamson are the owners and holders of the first mentioned note, a copy of which is hereto attached with all credits and indorsements thereon.

That on or about said 20th day of February 1886 to secure the payment of said notes the said John Straw executed and delivered to said B.B. Moore and Eva Moore his mortgage deed and thereby conveyed to said B.B. Moore and Eva Moore the following described premises, being the same premises mentioned and described in the plaintiffs petition, to-wit:

Situated in the Township of Jackson, County of Union and State of Ohio, being part of Survey No 10 240, Virginia Military lands located in the name of Wallace & Watts and bounded as follows: Beginning at a stone in the center of the Boone road 11 22/100 rods easterly from a stone and pieces of rock N.W. corner of He. A. Van Houtens land: thence N 10 1/2 W. 134 14/100 rods to a stone: thence N. 79 3/4 E. 11 91/100 rods to a stone: thence S. 10 1/4 E. 134 28/100 rods to a stone in the center of the Boone road aforesaid: thence S 79 1/2 W. 11 91/100 rods to the place of beginning, containing ten acres more or less, - but subject to all

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legal highways. The conditions contained in said mortgage was as follows:

"Provided never-the-less that these presents are upon this condition that whereas said John Straw has executed and delivered to B.B. Moore and Ora Moore his promissory notes as follows for the balance of purchase money of said premises one note for $100.00 due April 1st, 1887 bearing 8 per cent. interest from April 1st, 1886 one note for $100.00 due April 1st, 1888, bearing 8 per cent. interest from April 1st 1886, one note for $50.00 due April 1st, 1889 bearing 8 per cent. interest from April 1st, 1886.

Now if said John Straw shall punctually pay said several sums of money with the interest thereon same respectively become due to said B.B. Moore and Ora Moore or assigns then these presents shall be void."

Said mortgage was filed with the Recorder of Union County Ohio in his office on the said 20th day of February 1886 at 10 o'clock A.M. and was by him recorded March 3rd, 1886 in Volume 22, Page 510 of Union County Records of Mortgages, and said mortgage is a good and valid lien on said premises - has become absolute and said Crosby & Adamson are entitled to have the defendants John Straw's equity of redemption foreclosed.

Said defendants Margt Harriman, & A. Davis and Richard Davis, her husband, claim to hold and own the other notes secured by said mortgage. That is due and owing said Crosby and Adamson on said note sueds attached the sum of One Hundred Dollars with 8 per cent. interest thereon from the 1st day of April 1886.

Wherefore said Crosby and Adamson pray that all of said defendants herein be made parties to this proceeding and duly notified thereof according to law and be required to set up their respective claims if any they have on said premises or be forever cut off from asserting the same - that said mortgage herein mentioned be foreclosed - said premises be ordered to be sold - the priorities of lien be determined and the proceeds applied to the payment of the said note of said Crosby & Adamson in its proper and legal order and for such other relief as the equity of the case may require.

S.S. Gardiner Atty. for
Crosby & Adamson.

State of Ohio,
Union County ss.

S.S. Gardiner, being duly sworn, says he is the attorney of said Crosby and Adamson duly authorized in the premises; that said Crosby and Adamson are non-residents of said County of Union and are now absent therefrom: that the facts and allegations in the foregoing answer and cross-petition are true as he verily believes.

S.S. Gardiner.

Sworn to and subscribed befor me this 27th day of October, 1888.
{seal} A. E. Lowe, Notary Public

Mortgage Note — $100.00 February 20th, 1886.
On April 1st 1887 after date I promise to pay to the order of B B Moore and Eva Moore One hundred dollars at 8% interest from April 1st 1886. Value received.
John Straw.
Indorsed = B B Moore
Eva Moore.

To the Clerk:

Issue Summons for John Straw to Sheriff of Paulding County, returnable according to law. Amount claimed $110.00 and 8% from April 1st, 1886, and foreclosure of mortgage.

Amended Petition 5-5-90

Afterward, on the 15th day of July, 1889, Amended Petition was filed with the Clerk of said Court.

Smolley Fahry, Plaintiff
vs
Eva Moore nee Benjamin Moore, her husband, defendants

State of Ohio, Union County ss
In the Court of Common Pleas
Amendment to Petition

Comes now the said plaintiff Smolley Fahry, and files this his amendment to his original petition in this case, and says:

That John Straw and L. W. Price claim some interest in the real estate described in the petition, the exact nature and extent of which interest this plaintiff is uninformed, but that said above named parties are necessary and proper defendants herein, in order that a proper determination of the interests of the various parties hereto may be made.

Wherefore plaintiff prays that the said John Straw and L. W. Price may be made parties defendant to the petition herein, and required to set forth what interest, if any, they claim in the real estate therein described, or else be forever barred from claiming or asserting any such interest; that this plaintiff may have the relief prayed for in his original petition, and all proper relief in the premises.

By Scofield nee Scofield, his Attys.

The State of Ohio,
Marion County. ss

Smolley Fahry being duly sworn says that the facts stated and allegations contained in the foregoing amendment to his petition are true, as he verily believes.

Smolley Fahry.

Sworn to before me by Smolley Fahry and by him signed in my presence this 17th day of July, A. D. 1889.
Harry Woodcock, Notary Public, Marion Co., O.

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Summons — 5-5-90

Sheriffs Return

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To the Clerk:

Please issue summons on the foregoing petition to the Sheriff of Paulding County, Ohio, for all the defendants returnable according to law. Indorse = "Amount claimed $190.00 with interest at 8 per cent. per annum, payable annually, from the 1st day of January A.D. 1887, and sale of mortgaged premises."

Scofield & Scofield, Attys.

Summons

Afterward, on the 18th day of July, A.D. 1889, a Summons was issued by the Clerk of said Court indorsed as follows:

5-5-90

The State of Ohio, Union County ss | To the Sheriff of Paulding County.

You are hereby commanded to notify Eva Moore and Benjamin Moore (her husband) John Straw and L.W. Price that Timothy Fahey in the Court of Common Pleas of said Union County, and that unless they answer by the 17th day of August A.D. 1889, the petition of the said plaintiff against them filed in the Clerk's Office of said Court such petition will be taken as true, and judgment taken accordingly.

You will make due return of this summons on the 20th day of July A.D. 1889.

Witness my hand and the seal of said Court, this 18th day of July, A.D. 1889.

[seal]

R. McElroy, Clerk.

Indorsed = "Action for Foreclosure & Judgment. Amount claimed $190.00 at 8% from January 1st, 1887."

Sheriff's Return

Afterward, on the 24th day of July, 1889 the Sheriff of said County returned said Summons to the Clerks Office in said County, which return is as follows:

The State of Ohio, Paulding County ss | Sheriff's Return.

Service	$	60
Mileage		16
Copy		60
Return		30
Total	$1	66

Received this Writ July 20th, A.D. 1889 at 4 o'clock P.M. and pursuant to its command I, July 23rd A.D. 1889, served the same on Eva Moore and Benjamin Moore (her husband) and John Straw by delivering to each of them personally a certified copy hereof and indorsements thereon. L.W. Price not found in my County whereon to levy this writ.

Ed L. Swain, Sheriff of Paulding County Ohio.

Entry

Afterward, on the 7th day of January, 1890, the following Entry was made on the Journal by the Clerk.

5-5-90

Journal 15, Page 236.

Timothy Fahey vs Eva Moore and Benjamin Moore her husband

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

plaintiff, and the warrance (the said defendants bring in default for answer or demurrer) and was argued by Counsel; on consideration whereof, and being duly advised in the premises, the Court do find that the said defendants Eva Moore and Benjamin B. Moore, her husband, have received due and legal notice of the filing and pendency of the petition in this case, and that by reason of their failure to answer or demur to said petition the allegations therein contained are by them confessed to be true.

And the Court do further find that there is due to the said plaintiff from the said defendants Eva Moore and Benjamin Moore, upon the promissory note mentioned and set forth in plaintiffs petition the sum of $250.48 together with interest thereon at the rate of 8 per cent per annum from this date payable annually, until paid.

It is therefore considered by the Court that the said plaintiff Timothy Fahey recover from the said defendants Eva Moore and Benjamin B. Moore the sum of $250.48, so found to be due and also his costs herein expended taxed at $, and in default of the payment therefor that an execution issue therefor.

And the Court do further find that to order to secure the payment of the aforesaid promissory note, the said defendants Eva Moore and Benjamin B. Moore, her husband executed and delivered to the said plaintiff their mortgage deed and thereby conveyed to the said plaintiff the premises described in the petition; that said mortgage deed was duly filed for Record with the Recorder of Union County Ohio, the 25th day of January A.D. 1886, at 7.15 oclock A.M. and was by him duly recorded in Records of Mortgages of said County, Vol. 22, Page 487, and that said mortgage is the first and best lien upon the premises described in the petition, and that the conditions of defeasance in said mortgage have been broken and that the plaintiff is entitled to have the said defendants equity of redemption in said real estate foreclosed.

It is therefore ordered, adjudged and decreed by the Court that unless the said defendants Eva Moore and Benjamin B. Moore, within five 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 said plaintiff the amount herein before found due him with interest, an order or order issue to the Sheriff of Union County, Ohio, commanding him to appraise, advertise and sell the real estate described in the petition, as upon execution at law, and that he bring the proceeds of such sale into this Court to abide its further order thereon.

It is further ordered that this cause stand continued to the next term of this Court. Scofield & Scofield Attys

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Praecipe	Timothy Fahey vs Eva Moore et Husband	Praecipe for Order of Sale.

To the Clerk:

Clerk issue an order of sale in the above entitled case directed to the Sheriff of Union County, Ohio, returnable according to law.

Scofield & Scofield, Atty's Atty

Order of Sale

Afterward, on the 14th day of January 1890 an Order of Sale was issued by the Clerk of said Court.

The State of Ohio
Union County ss

To the Sheriff of said County:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 7th day of January 1890 Timothy Fahey obtained a Judgment and Decree against Eva Moore and Benjamin B Moore, Husband, for the sum of Two Hundred and fifty 78/100 dollars, and Fourteen dollars costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed that the said Eva Moore shall within five days from the 7th day of January A.D. 1890 pay unto the said Timothy Fahey the said sum of Two Hundred and fifty 78/100 dollars with interest from the 4th day of November 1889 and costs aforesaid; and, in default to pay the same that an Order of Sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition &c: And whereas, the 5 days aforesaid have fully expired, and the said sum of Two Hundred and fifty 78/100 dollars and costs aforesaid have not been paid, or any part thereof, as appears from the record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit: Township of Jackson, being part of Survey No 10240 U.S.M. lands located in the name of Wallace & Watts, and bounded as follows:

Beginning at a stone in the centre of the Bowen Road 11 72/100 rods Easterly from a stone and pieces of rock N.W. corner of He A. Van Houtens land: thence N. 10 1/4 - W. 134 14/100 rods to a stone: thence N. 79 3/4 W. 11 9/100 rods to a stone: thence S. 10 1/4 W. 134 28/100 rods to a stone in the centre of the Bowen Road aforesaid; thence S. 79 1/2 W. 11 9/100 rods to the place of beginning, containing ten acres, more or less, but subject to all legal highways.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 14th day of January A. D. 1890.

Seal

A. McCrory, Clerk.

And afterward, on the 22nd day of February, 1890 the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

Service	3	60
Levy		50
Summ. Appris		
Swear " "	1	20
Conveying -	2	50
Writing Appri		30
Copy of "		30
Notice to Printer		30
Affidavit to "		30
Writing Notice		30
Mileage	5	00
Return		25
Total	$14	55
Appraisers Fees	3	00
Printers Fees	12	00

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

Received this writ the 14th day of January A. D. 1890, and on the 15th day of January A. D. 1890, I called an inquest of S. H. Chapman, W. W. Jerry and W. C. Marie three disinterested free-holders and residents of the County, and caused the within described real estate to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof (to-wit: $35.00 per acre) under their hands a true, a copy of which I forthwith deposited with the Clerk of the within named Court. Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days, (to-wit: five consecutive weeks) before the day of sale by advertisement in the Marysville Tribune a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 22nd day of February A. D. 1890 at the door of the Court House, in Marysville Ohio, at the hour of 1 o'clock P. M. of said day the time and place of sale specified in said notice I offered the within described Real Estate at public auction; and there and there struck off and sold the same to Timothy Salary for the sum of Two hundred and fifty dollars ($250.00) he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Entry 5.6.90

Afterward on the 24th day of February, 1890, Proof of Publication was filed with the Clerk of said Court.

Sheriff's Sale.

Timothy Falvy vs Eva Moorrtal | Court of Common Pleas, Union County Ohio. An Order of Sale

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County Ohio. I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday February 22d 1890 at or about the hour of one o'clock P. M. on said day, the following discribed real estate, to-wit: Situated in the Township of Jackson, County of Union and State of Ohio and bounded and described as follows: Being part of Survey No. 10240 Virginia Military lands, located in the name of Wallace & Watts and bounded as follows: Beginning at a stone in the center of the Bowen road 11 9/100 rods easterly from a stone and piece of rock, north-west corner of H. R. Van Houtens: thence north 10° 1/4 - west 134 17/100 rods to a stone; thence north 79° 3/4 - east 11 91/100 rods to a stone: thence south 10° 1/4 east 134 28/100 rods to a stone in the center of the Bowen road aforesaid; thence south 79° 1/2 west 11 91/100 rods to the place of beginning, containing ten acres more or less but subject to all legal highways.

Appraised at $35.00 per acre. Terms of Sale, Cash.

Printers Fees - $12.00. Thomas Martin, Sheriff

Scofield & Scofield, Attys. Union County, Ohio.

The State of Ohio. |
Union County ss, |

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 January 15th, 1890.

W. A. Stuart.

Sworn to and subscribed before me this 24th day of February 1890.

{seal} A. M. Leary. Clerk

Afterward, on the 5th day of March A. D. 1890, the following Entry was made on the Journal by the Clerk of said Court.

Entry

Timothy Falvy vs Eva Moore nee Benjamin Moore her husband | Journal 15, Page 254.

5.5.90

This day come the said plaintiff and produced to the Court the return of the Sheriff of a sale made by him in pursuance of the former order of this Court in this case: and on motion of the plaintiff, and

it appearing to the Court that said proceeding and sale have been had in all respects regular and in conformity to law and the order of the Court, the Court do hereby approve and confirm the same.

And it is ordered by the Court that said Sheriff by good and sufficient deed in fee-simple convey said premises to the purchaser Timothy Fahey, and a writ of possession is hereby awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale, amounting to the sum of $ do order that said Sheriff out of the money in his hands pay

First. To the Treasurer of this County all taxes and assessments now due against said premises, to wit: the sum of $.

Second. To the Clerk of this Court the costs of this proceeding taxed at .

Third. To the plaintiff Timothy Fahey to apply on the amount hereinbefore found due him the balance of said proceeds, to-wit: the sum of $.

Attest R M Corry clerk

Be it remembered that on the 4th day of November A.D. 1859 this cause came on to be heard before the Court, and the Court having heard the evidence and the arguments of counsel, and being fully advised in the premises, find the issues in favor of the plaintiff and against the defendant, and that the plaintiff is entitled to the relief prayed for in its petition herein.

It is therefore considered by the Court that the plaintiff recover of the defendant the sum of Two thousand seven hundred and fifty dollars, with interest thereon at the rate of six per cent per annum from the 4th day of November A.D. 1859 until paid, and its costs herein expended, taxed at $.

And it is further considered by the Court that the plaintiff have execution therefor.

and is still doing business under that name at said place.

Plaintiff says that before and on the 16th day of October A.D. 1888 one George Schlegel was a customer of the said defendant Bank of Marysville and there had, on deposit duly and subject to his control, with said Bank of Marysville defendants, the sum of Three hundred and sixty eight and 20/100 dollars ($368 20/100) and subject to the check of the said George Schlegel check.

That on said 16th day of October A.D. 1888 the said George Schlegel gave to the plaintiffs, The Windisch Muhlhauser Brewing Company, or order, his check for the said sum of Three hundred and sixty eight 20/100 dollars of which the following is a true copy.

"Jas Fullington. Marysville Ohio. October 16th 1888. Chas Ullis

"No. Pay to the Windisch Muhlhauser Brewing Company or order Three hundred sixty-eight 20/100 dollars. $368 20/100

" George Schlegel.

On the back of said check is the following indorsement or order.

"The Windisch Muhlhauser Brewing Company".

" E. C. Muhlhauser, Cashier.

That on the 19th day of October A.D. 1888 the said check was duly presented to the defendant Bank of Marysville and payment demanded and refused by said defendant.

Plaintiff is informed and avers the same to be true that said defendant held an overdue note, executed to said Bank of Marysville, and without the knowledge or consent of said George Schlegel, after the 16th day of October A.D. 1888 applied the money so on deposit belonging to and under the control and subject to the check of the said George Schlegel as aforesaid applied the same as a credit on said note- and then refused payment on said check.

Plaintiff says that the said George Schlegel is wholly insolvent. That said check was on the 19th day of October 1888 duly protested.

Plaintiff says there is due plaintiff from the defendant Bank of Marysville on said check the sum of three hundred and sixty-eight 20/100 dollars which it claims with interest from the 16th day of October, 1888.

H. W. Ayers,
Attorneys for Plaintiff.

State of Ohio,
Union County. ss

H. W. Ayers, being sworn, says he is the attorney of the above named plaintiff duly authorized therein: 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. H. W. Ayers.

Sworn to before me and signed in my presence by
the said R. W. Ayres this 5th day of January A. D. 1884.
A. McCrory, Clerk.
[seal]
To the Clerk!

Issue Summons on the petition in the above case
to the Sheriff of Union County Ohio, returnable according to
law. Endorse "Action for Money. Amount claimed $368.20/100
R. W. Ayres.
Attorney for Plaintiff.

Summons 5718 Afterward, on the 5th day of January, 1884, a Summons
was issued by the Clerk of said Court, indorsed as follows:
State of Ohio
Union County. } To the Sheriff of said County:
You are hereby commanded to notify Bank
of Marysville that it has been sued by the Windisch
Muhlhauser Brewing Company in the Court of Common
Pleas of Union County, and must answer by the 2nd day
of February A. D. 1884, or the petition of the said plaintiff
will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on
the 14th day of January A. D. 1884.
Witness my hand and the seal of said Court, this
[seal] 5th day of January, A. D. 1884.
A. McCrory, Clerk.
Indorsed: "Action for Money. Amount claimed $368.20/100".

And afterward, on the 10th day of January, 1884, the
Sheriff of said County returned said Summons to the Clerks
Office in said County, which return is as follows:

Ser. & Return	$	30
Mileage		16
Copy		20
Total	$	66

State of Ohio
Union County } Sheriff's Return.
Received this Writ January 7th A. D. 1884
at 10 o'clock A. M. and served the same by
delivering a certified copy thereof with the
indorsements thereon to Walter C. Sullington Cashier of the
Bank of Marysville Agent of the within named defendant
on the 8th day of January, 1884.
Thomas Martin, Sheriff.

Demurrer 5718 Afterward, on the 23rd day of January, 1884, a Demurrer
was filed with the Clerk of said Court.
The Windisch Muhlhauser
Brewing Company Plaintiff. } Court of Common Pleas
vs
The Bank of Marysville. Defendant.
The defendant demurs to the
petition of plaintiff, and for ground of demurrer says:
That said petition does not state facts sufficient to
constitute a cause of action against the defendant. Porter & Porter.

Entry

5718

Afterward, on the 4th day of April, 1889, the following Entry was made on the Journal by the Clerk of said Court.

The Windisch Muhlhauser Brewing Company. Plaintiff

vs

Bank of Marysville, Defendant

Journal 15. Page 82.

This day this case came on to be heard on the demurrer of the above named defendant to the petition of the plaintiff and was argued by counsel and submitted to the Court; on consideration the Court overrule the same. To all of which rulings and decision the defendant then and there excepted. Leave is hereby granted to the plaintiff to file Amended Petition by Saturday April 6th, 1889. And leave is granted defendant to plead thereto in 30 days from the rising of this term of Court.

Amended Petition

Afterward, on the 6th day of April, 1889, Amended Petition was filed with the Clerk of said Court.

The Windisch Muhlhauser Brewing Company Plaintiff

vs

Bank of Marysville, Defendant.

Court of Common Pleas Union County Ohio.

Plaintiff is a corporation duly incorporated under the laws of the State of Ohio and was incorporated before during and since the 16th day of October 1888, and is located at Cincinnati Ohio.

That said defendant Bank of Marysville is an incorporated company doing business before on and since the 16th day of October A.D. 1888 as a private Banking Company in Marysville Union County Ohio under the name and style of Bank of Marysville and is still doing Business under that name at said place.

The plaintiff says that before and on the 16th day of October A.D. 1888, one George Schlegel was a customer of the said defendant Bank of Marysville and there had on deposit duly and subject to the order and control with said Bank of Marysville defendant the sum of Three hundred and sixty eight 20/100 dollars ($368 20) and subject to the the said George Schlegel check.

That on said 16th day of October A.D. 1888 the said George Schlegel gave to the plaintiff The Windisch Muhlhauser Brewing Company, or order, his check for the said sum of Three-hundred and sixty-eight 20/100 dollars of which the following is a true copy.

Jas Fullington. Marysville, Ohio. October 16th, 1888. Chas. Shultis

Bank of Marysville. Pay to the Windisch Muhlhauser Brewing Co. or order, Three hundred and sixty-eight 20/100 dollars.

George Schlegel

On the back of said check is the following endorsement or order:

"The Windisch Muhlhauser Brewing Co."

C. C. Muhlhauser, Cashier.

That on the 19th day of October A. D. 1888, the said check was duly presented to the defendant Bank of Marysville for payment and payment refused by the said defendant.

That the said George Schlegel gave no check or order on or after the said 16th day of October 1888, on the funds or any funds or moneys in the care and custody of defendant of the said Schlegel's receipt the check above described.

And plaintiff avers that on the said 16th day of October A. D. 1888 and continuously thereafter until after the 19th day of October A. D. 1888 the defendant had and held of the money so deposited with it by said George Schlegel as aforesaid the full sum of Three Hundred and sixty-eight $^{20}/_{100}$ dollars and has ever since retained the same.

Plaintiff is informed and avers the same to be true; that defendant had and owned an overdue note for one thousand and fifty dollars or more made by said George Schlegel before the 16th day of October A. D. 1888 and was the owner and holder of the same on the 16th, 17th, 18th and 19th day of October 1888 and has ever since owned and held the same. And without the knowledge or consent of the said George Schlegel on or after the said 16th day of October 1888 applied the money so on deposit belonging to and under the control and subject to the check and order of the said George Schlegel as aforesaid as a credit on said note, and then refused payment on said check as aforesaid. Said note was overdue on said 16th day of October 1888 and prior thereto.

Plaintiff says that the said George Schlegel is wholly insolvent and was so insolvent on said 16th 17th 18th and 19th day of October 1888 wholly insolvent. That said check was on the 19th day of October 1888 duly protested. There is due plaintiff from the defendant Bank of Marysville on said check the sum of Three Hundred and sixty-eight $^{20}/_{100}$ dollars which it claims with interest from the 19th day of October 1888.

Wherefore plaintiff asks judgment against said defendant Bank of Marysville for said sum of Three Hundred and sixty eight $^{20}/_{100}$ with interest from the 19th day of October A. D. 1888.

L. W. Ayers,

Attorney for Plaintiff.

State of Ohio,
Union County, ss

L. W. Ayers, being sworn, says he is the attorney of the above named plaintiff duly authorized herein: that the above pleading is founded upon a written instrument for the

Demurrer to Amended Petition

Entry

5718

Answer

payment of money which instrument is now in affiants possession and that the facts stated and allegations in the above pleading are as affiant believes, true.

H. W. Ayers.

Sworn to before me and signed in my presence by the said H. W. Ayers this 6th day of April A. D. 1859.

(Seal)

R. McGrory, Clerk.

Demurrer to Amended Petition

Afterward, on the 8th day of May, 1859, a demurrer was filed with the Clerk of said Court.

The Windisch Muhlhauser Brewing Company vs The Bank of Marysville

Court of Common Pleas Union County Ohio

Now comes the said defendant and demurs to the amended petition of plaintiff filed herein on the 6th day of April 1859, and for ground of demurrer says:

That said petition does not state facts sufficient to constitute a cause of action against the defendant in favor of plaintiff.

Porter & Porter,
Attorneys for defendant.

Entry

Afterward, on the 2nd day of August, 1859, the following Entry was made on the Journal by the Clerk of Court

5718 The Windisch Muhlhauser Brewing Company vs Bank of Marysville

Journal 15th. Page 146.

This cause came on to be heard on the demurrer of the defendant to the amended petition of the plaintiff filed April 6th. 1859 and was argued by counsel and submitted to the Court, on consideration whereof the Court overrule the same. To which ruling & decision the defendant then and there excepted.

Leave was asked and granted defendant to file answer instanter. Answer filed.

Answer

Afterward, on the 2nd day of August, 1859, the following Answer was filed with the Clerk of said Court.

5718 The Windisch Muhlhauser Brewing Company Plaintiff vs The Bank of Marysville. Defendant

Court of Common Pleas

The defendant answers to the petition of plaintiff and says:

That on the presentation of said check to defendant, the said drawer, George Schlegel, was, and for a long time prior had been indebted to defendant upon

Entry

Petition

Demurrer

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Its promissory note for the sum of 1750^{00}, and on which was a balance due said Bank from said Schlagel on the 16th day of October 1888 of $1050^{00} and more and which note was given for money advanced to Schlagel, and other indebtedness but of dealings between them, and was then and for a long time prior had been overdue and payable.

That said Schlagel had on the 16 & 17 day of October 1888 the sum of $378.41 on general deposit with said defendant as bankers. That on said 17th day of October 1888, and before the defendant had any knowledge of the existence of said check, and before its presentation for payment gave said Schlagel credit upon said indebtedness in said sum of $378.41. The said deposits of Schlagel were not made for any particular purpose or under any particular agreement or special directions, but were general deposits merely. The credit was given and said note made because said Schlagel was a customer and depositor of and in said bank. That the checks so drawn by said Schlagel to plaintiff was for the payment of a preexisting debt; and the refusal to pay the same left both the drawer and payee in respect to said preexisting debt in statu quo; no new consideration, or credit being given, and no right was parted with by said payee in consequence of the giving of said check. That said Schlagel was on said 16th & 17th days of October, and on said 18th & 19th days of October, and for a long time prior had been, and still is wholly insolvent; and if defendant had not applied said deposit pro tanto, to the satisfaction of its said indebtedness from said Schlagel, defendant would have suffered the loss of its claim due from him.

Defendant therefore submits that he had the right to place said deposit to the credit of said Schlagel, and was not bound or liable to accept said check, or pay the same to plaintiff, or any part thereof, and asks to be dismissed with its costs.

Carter & Carter, Attorneys.

W. C. Fullington, Agent and Manager of the Bank of Marysville being sworn, makes oath that the facts stated in the foregoing answer are true as he believes.

W. C. Fullington.

Sworn to by W. C. Fullington, Agent and Manager of the Bank of Marysville, before me, and signed by him in my presence this 22nd day of May, A.D. 1889.

A. McCrory, Clerk.

{seal} By W. M. Wright, Deputy.

Afterward, on the 2nd day of August, 1889, a demurrer was filed with the Clerk of said Court.

Windisch Muhlhauser
Brewing Company
vs
Bank of Marysville

Court of Common Pleas
Union County Ohio.

The plaintiff now comes and for demurrer to the answer of the defendant says the same does not contain facts sufficient to constitute a ground of defence.

H. W. Ayers.
Attorney for Plaintiff.

Entry

Afterward, on the 2nd day of August, 1859, the following Entry was made on the Journal by the Clerk.

5718

The Windisch Muhlhauser Brewing Company
vs
Bank of Marysville

Journal 15, Page 150

This day this cause came on to be heard on the demurrer of the plaintiff to the answer of the defendant herein, was argued by counsel and submitted to the Court; on consideration whereof the Court sustain the same. To all of which rulings and decisions the said defendant then and there excepted.

And the defendant not desiring to plead further It is considered ordered and adjudged by the Court that the plaintiff recover from the defendant the sum of $385.57 and in default of payment thereof by the 25th day of September 1859, that execution issue therefor to which time execution is stayed. To which judgment and decision of the Court the defendant then and there, and at the time excepted.

Attest
A. McCurdy Clerk

Alias continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A Price, Judge of said Court, of the term of May, to wit, on the 21st day of May in the year of our Lord one thousand eight hundred and eighty-eight.

Be it remembered that heretofore, to wit, on the 14th day of December, 1887, Eliza A. McCarty filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Ralph W. McCarty to wit:

Petition
5760

Eliza A. McCarty
vs
Ralph W. McCarty.

Court of Common Pleas, Union County Ohio.

The plaintiffs says:

That she has been a resident of the State of Ohio for more than one year last past and is now a bona fide resident of said County of Union.

That about the 13th day of January A. D. 1881, she was married to the defendant in Union County Ohio.

That two children have been born of said marriage namely Arthur B. McCarty aged six (6) years; and Isaac L. McCarty aged three years.

First Cause of Action:

That the defendant regardless of his marital duties has been guilty of gross neglect of duty toward this plaintiff in this to-wit: That for a long period of time of fully two years the defendant has wholly failed and refused to provide any clothing for the plaintiff except one drap cloak in September 1886 worth about four dollars.

That for the two years last past by reason of the defendants gross neglect of duty and his indisposition to labor the plaintiff has been compelled to rely on her own manual labor to maintain herself and two children with the necessaries of life, although the defendant was well able to and could have supported the plaintiff and their two children.

That in September 1887, the said defendant wholly abandoned the plaintiff and their two said children and the plaintiff and their said children have been compelled to rely on the charity of friends and the plaintiff own labor ever since.

Second Cause of Action:

The plaintiff says that frequently before and on or about the 1st day of August A. D. 1887 the defendant has been guilty of personal cruelty towards the plaintiff and on that day assaulted and beat the plaintiff with part of a board.

Plaintiff asks that she may be divorced from the defendant on a final hearing of this case and that she may be awarded the custody of their two children and for all proper relief.

E. W. Ayers,
Attorney for Plaintiff.

State of Ohio
Union County ss

Eliza A. McCarty being duly sworn according to law deposeth and says the facts stated and allegations in the foregoing petition are as she believes true.

Eliza A. McCarty.

Sworn to before me and signed in my presence by the said Eliza A. McCarty this 14th day of December A. D. 1887.

Seal

John D Burgess, Clerk.

To the Clerk:

Issue a Summons and copy of Petition on the Petition in above case to Sheriff Union County Ohio, returnable according to law. Endorse= "Action for divorce".

D W Ayers Atty. for Plff.

Afterward, on the 15th day of December, A.D. 1887, a Summons was issued by the Clerk of said Court indorsed as follows:

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

You are commanded to notify Ralph D. McCarty that Eliza A. McCarty 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 cruelly &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 if you make due and after the service of this writ.

You will make due return of this Summons on the 26th day of December 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 15th day of December A.D. 1887.

"Action for divorce" {Seal} J. L. Burgur. Clerk

And afterward, on the 17th day of December A.D. 1887 the Sheriff of said County returned said Summons to the Clerks Office in said County which return is as follows

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

Service
Copy
Mileage
Total

Received this writ on the 15th day of December A.D. 1887; and on the 16th day of December A.D. 1887, I served the same by leaving Ralph D. McCarty a true copy thereof with the endorsements thereon, together with a certified copy of the petition.

M. Hopkins, Sheriff.

Entry

5760

Afterward, on the 14th day of June, 1888, the following Entry was made on the Journal by the Clerk of said Court

Eliza A. McCarty
vs
Ralph D. McCarty | Journal 14, Page 440

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

The Court also further find that the defendant has

brru guilty of gross neglect of duty as allegrd in the petition from the evidence adduced in this case.

It is therefor ordered and adjudged by the Court that the marriage relation heretofore existing between Eliza Mc Early and Ralph L. Mc Early 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 hereto be until further ordered by the Court be confided to the said Eliza Mc Early and that the defendant be permitted at all proper times to visit the said children and that the plaintiff recover her costs herein expended taxed at $ 7.

Attest, R M Corey Clerk

Afrs continued and held at the Court House in Marysville, within and for the County of Union, in the Fourth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, judge of said Court of C P term of November, to wit: on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, on the 14th day of October, 1889. Elizabeth Hickinson filed in the Clerk's Office of the said Court of Common Pleas the following petition against Wingt Harriman et al. to wit:

Petition

Elizabeth Hickinson

vs

$875 Wingt Harriman, & Martha Jane Harriman, his wife, "The Mansfield Buggy Co", "The Mc Cormick Harvesting Machine Co", "Revors & Co.", Wm H. Keyser, John Marry, & G. Allen, Wm Burgner & Son The Bank of Richwood, John Clay, W T Wood, Amy Soule, C. C. Conrad, Sandford Adams, T. Fahey, H. H. Vance & Ad Arthur C. Copeland.

The plaintiff says:

That the defendant Wingt Harriman on or about the 19th day of August 1887 received and delivered to her his promissory note and thereby promised to pay to her the sum of One thousand five hundred dollars in three years from the date thereof together with 8 per cent interest thereon payable annually. A copy of which is as follows: to wit:

" $1500.00. Archwood, August 14th, 1854.
" Three years after date I promise to pay to the order
" of Elizabeth Hickinson One thousand five hundred dollars at
" Archwood Union County Ohio. Value received at 8% interest
" to be annually. Due August 14th, 1857.
" Winget Harriman.

The following are the credits on said note.

" Received $70.00 on interest October 3rd, 1855. Received $10.00
" on interest October 12th 1855 interest paid in full to August 10th
" 1857 July 29th, 1857.

There are no other credits or indorsements on said note.

The said defendant Winget Harriman and Martha Jane Harriman his wife also on or about the said 10th day of August 1854 to secure the payment of said note executed and delivered to said plaintiff their mortgage upon the premises hereinafter described and then and thereby conveyed to plaintiff the following described premises.

Situate in the Township of Jackson, County of Union and State of Ohio and bounded and described as follows, to wit,

Part of Survey No. 9922, Beginning at a point in the East line of the Village of Essex and in the center of Marion Street; thence with the Rush Creek gravel road N 48° E. 35 poles to a stone 10 feet North of the center line of said road and South-west corner to Lot No. 3 of the subdivision of Mrs Henry Baldwin estate: thence with the West line of lot No. 3 N. 9½ W. 88 poles to a stone corner to Lot No. 3: thence with another line of Lot No. 3 S 80½ W. 41 poles to a stone another corner to Lot No. 3 and in the East line of Lot No. 21 thence with the East line of Lot No. 2 S 9½ E. 49 poles to a stone corner to Lot No. 2: thence with another line of Lot No. 2 S 80½ W. 46¼ poles to a point in the Archwood, Essex and Rush Run gravel road from which a stone is planted- bears South 40 feet: thence with a line of the above estate of Edith Baldwin 36½ poles to a stone planted on the North margin of a dyke formerly the center of the Rush Creek road: thence N 86½ poles to the East line of the Village of Essex: thence N. 72° E. 41 poles with the center of Marion Street to the Beginning, containing 45 acres. Excepting Lot No. 3 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20 - 21 - 22 - 23 - 24 - 25 - 26 - 27 - in the Village of Essex. Also the streets and alleys in said Village lying North of Marion Street.

The condition contained in said mortgage were as follows:

" Provided always and these presents are upon
" this condition that if the said Winget Harriman shall
" pay or cause to be paid unto the said Elizabeth
" Hickinson his note of even date herewith for One thousand
" five hundred dollars due in three years after date
" and drawing 8 per cent. Then these presents shall be

"void; otherwise to be and remain in full force and virtue in
"law forever.

And the 19th day of August 1884 at 4 o'clock P M. said mortgage was filed with the Recorder of Union County Ohio in his office and was by him duly entered of record on the said 19th day of August 1884 in Volume 21", Page 40 of Union County Records of Mortgages.

The said defendant Martha Jane Harriman wife of said defendant Wright Harriman joined in said mortgage Hieroglyphed and released her right of dower in said premises in said mortgage and duly and separately acknowledged the same.

The said defendant "The Mansfield Buggy Company" a corporation organized under the laws of the State of Ohio.

The defendant "The McCormick Harvesting Machine Company" a corporation organized under the laws of the State of Illinois.

The defendants "Arnos & Company" a partnership doing business in the State of Indiana. A. J Allen & Wm Burgner & Son late partners doing business at Richwood Union County Ohio.

The Bank of Richwood, a partnership doing business at Richwood Union County Ohio.

John Kay, & Amy Soule, L. C. Conrad, H. H. Vance, T. Fahey & Arthur C. Copeland, W. T. Wood, & Sandford Adams have judgment liens & liens on said premises and the said defendants Wm H. Keyser and John Marry and T. Fahey claim to hold mortgage liens on said premises but plaintiff is unable to state more particularly the nature and extent of said liens above mentioned, but they are all subordinate to plaintiffs mortgage; and therefore demands that all of said defendants may be duly notified of this proceeding and required to set up their respective liens, if any they have, on said premises or be forever cut off from asserting the same.

Said plaintiffs mortgage has become absolute. There is due her from the defendant Wright Harriman on said note the said sum of one thousand five hundred dollars with 8 per cent interest thereon from said 19th day of August 1884 payable annually except said credits of interest paid to August 19th 1884.

Wherefore plaintiff prays Judgment against said defendant Wright Harriman for said sum of $1500.00 and 8 per cent. interest thereon from August 19th 1884, payable annually. That said mortgage be foreclosed said premises be ordered to be sold the priorities of liens determined and the proceeds of sale applied first to the payment of plaintiffs claim and for all proper relief.

S. S. Gardner Atty. for Plff

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State of Ohio,
Union County ss

S. S. Gardiner, being duly sworn says he is the attorney of record of the above named plaintiff duly authorized in the premises. That said plaintiff is a non-resident of Union County Ohio and is now absent therefrom. That the facts and allegations in the foregoing petition are true as he verily believes.

S. S Gardiner.

Sworn to and subscribed before me this 16th day of October, 1889.

W. W Landrs,
Notary Public

seal

Elizabeth Dickinson
vs
Wright Harriman et al

Court of Common Pleas
Union County Ohio

Waiver

5875

We hereby waive the issuing and service of summons and enter our appearance herein October 15th, 1889.

Amy Soule by John M. Brodrick, her Attorney
W. H. Byers, Wright Harriman, Martha J. Harriman,
The Mansfield Buggy Co., by S. S. Gardiner, Attorney,
The McCormick Harvesting Machine Co., by S. S. Gardiner Atty.,
Avery & Co., by S. S. Gardiner, Atty., John Marry, S. S. Allen
Timothy Fahey, Wm Burgner & Son, Bank of Richwood, by
S. E. Talmage Cashier, W. S. Woods by Cole & Bates his Attorneys

Summons

5875

Afterward, on the 4th day of November, 1889, a Summons was issued by the Clerk of Court indorsed as follows:

The State of Ohio
Union County

To the Sheriff of Delaware County:

You are hereby commanded to notify John Hay (impleaded with others) that he has been sued by Elizabeth Dickinson in the Court of Common Pleas of Union County, and must answer by the 7th day of December A. D. 1889 or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this writ on the 18th day of November, A. D. 1889.

Witness my hand and the seal of said Court this 4th day of November A. D. 1889.

seal

A. McCrory, Clerk.

Afterward, on the 18th day of November, 1889 the Sheriff of said County returned said Summons to the Clerks Office in said County which return is as follows:

Clerks Fee		
Record	$	50
Copy		25
Postage		02
Total	$	77

The State of Ohio
Delaware County

Sheriffs Return.

Received this Writ November 5th A. D. 1889 at 9 oclock A. M. and I fail to find the defendant

on my bailiwick.

William J. Mann, Sheriff.

Entry — Afterward, on the 6th day of December, 1887. the following entry was made on the Journal by the Clerk of said Court.

5875 Elizabeth Dickinson vs Wright Harriman et al | Journal 15, Page 215

This day came the plaintiff by their attorney and the defendants Wright Harriman and Martha J. Harriman the wife being in default for answer and demurrer the Court find that they have waived the issuing and service of process and entered their appearance herein and the allegations of the petition are confessed by them to be true and that there is due the plaintiff from said Wright Harriman on said note the sum of ($1500.00) fifteen hundred dollars with 8 per cent. interest thereon from August 1st, 1887. payable annually.

Order of Sale

5875

It is therefore considered by the Court that the plaintiff recover of said defendant Wright Harriman the sum of ($1779.02) seventeen hundred and seventy-nine 2/100 dollars with interest thereon at 8 per cent. payable annually from the first day of this term and costs taxed to ---- $.

The Court also find that to secure the payment of said note said defendants Wright Harriman and his wife Martha J. Harriman executed and delivered to plaintiff their mortgage deed as stated in the petition and upon the premises described in the petition and that said Martha J. Harriman released her right of dower therein and that said mortgage was filed for record and recorded as in the petition stated in Volume 21, Page 40 of Union County Records of Mortgages; and that said mortgage is the first and best lien on the premises described in said mortgage and in the petition and that the condition of defeasance has been broken and plaintiff is entitled to have defendants equity of redemption foreclosed as prayed for.

It is further ordered and decreed by the Court that unless the defendant Wright Harriman 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 the amount so found due plaintiff with 8 per cent. interest as herein stated; that said mortgage be foreclosed and said premises shall be sold and an order of sale shall issue from this Court to the Sheriff of Union County commanding him to appraise and advertise and sell said premises as upon execution and bring the proceeds into this Court for further order.

The Court also find that the following defendants have waived the issuing and service of process and entered

their appearance herein to wit: Amy Soule, L. C. Conrad
W. H. Lyons, Wright Harriman, Martha J. Harriman, The
Mansfield Buggy Co. The M^c Cormick Harvesting Machine
Co., Arvos & Co. John Marky, D. G. Allen, Timothy Fahey,
Wm Burgner & Bro. & Bank of Richwood. And that the
defendant W. H. Vance was duly served with summons
and acknowledged service of the same. And as to the
questions of priority of the liens of all of said defendants
(if any they have) this cause is continued.

Acknowledge service of Summons this 22^d day of
November A. D. 1879.

W. H. Vance.

Order of Sale

Whereupon, on the 27^th day of December, 1880, a Order
of Sale was issued by the Clerk of said Court.

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

5875

Whereas at a Court of Common Pleas, holden at
the Court House in Marysville in said County of Union, on
the 6^th day of December 1880 Elizabeth Dickinson obtained
a Judgment and decree against Wright Harriman and
Martha Harriman for the sum of seventeen hundred and
seventy-nine 9/100 5-2/100 dollars, 9/100 dollars costs of suit.

And whereas, it was then and there by said Court
ordered, adjudged, and decreed that the said Wright
Harriman and Martha Harriman within five days from
the sixth day of December A. D. 1880 pay unto the said
Elizabeth Dickinson the said sum of seventeen hundred
and seventy-nine and 52/100 dollars with interest from
the 4^th day of November, 1880 and costs aforesaid and
on default to pay the same that an order of sale issue
to the Sheriff of said County, commanding him to proceed
according to the statute regulating Judgments and
Executions at law, to sell the real estate described in the
plaintiffs petition &c: And whereas, the five days
aforesaid have fully expired, and the said sum of
seventeen hundred and seventy-nine 9/100 52/100 dollars and
costs aforesaid, have not been paid or any part thereof
as appears to me of record.

We therefore command you, that you proceed, with-
out delay, to appraise, advertise and sell according to
the statute regulating Judgments and Executions at law, the
following lands and tenements, situate in Union County
Ohio, to wit: Situate in the Township of Jackson, County
of Union and State of Ohio, and bounded and described
as follows to wit: Part of Survey No. 9422. Beginning at
a point in the East line of the Village of Raymond and
in the center of Marion Street: thence with the
Rich Corner Gravel road N. 48 E. 35 poles to a stone 10 feet

North of the center line of said road and S.W. corner to lot
No 3 of the sub-division of the Henry Baldwin estate: thence
with the West line of lot No 3 N. 9½ W. 88. poles to a stone to
corner to lot No 3: thence with another line of lot No 3 S. 80½
W. 4 poles to a stone another corner to lot No 3 and in the
East line of lot No 2: thence with the East line of lot No 2
S 9½ E. 49 poles to a stone corner to lot No 2: thence another
line of lot No 2. S 80½ W. 46½ poles to a point in the Richwood
Essex and Lea Our Gravel Road from which a stone
planted bears S. 40 E rrl: thence with a line of the donor
estate of Edith Baldwin 36½ poles to a stone planted on the
North margin of a dirt. formerly the center of the Rush
Creek Road: thence N. 86½ poles to the East line of the
Village of Essex; thence N. 72 - E 41 poles with the center of
Marion Street to the beginning containing 45 acres.

Excepting Lots No 3 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20 - 21 - 22 - 23 -
24 - 25 - 26 and 27 in the Village of Essex, also the streets
and alleys in said Village lying North of Marion Street.

We therefore command you, That you proceed to
carry said order, judgment, and decree into execution
agreeably to the true tenor thereof, and that you expose to sale
the above described Real Estate, under the statute regulat-
ing Sales on Execution, and that you apply the proceeds
of such sale in satisfaction of said judgment and decree
with costs and interest, as specified therein, and that
you make report of your proceedings herein to our
Court of Common Pleas within sixty days from the date
hereof and Bring this order with you.

Witness my signature as Clerk of our said
Court of Common Pleas, and the seal of
said Court, at Marysville this 27th day of
December A. D. 1887.

(seal)

A. McCreary, Clerk.

Proof of Publication

Sheriff's Return

Afterward, on the 8th day of February, 1888, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

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

Received this writ the 27th day of December A. D. 1887 and on the 2nd day of January, A. D. 1888, I called an inquest of Richard Davis, F. M. Parish, Joseph Harper three disinterested free-holders and residents of the County, and caused the within described real estate to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof, (to wit: $350.00) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than

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Notice to Printer		35	
Affidavit to " "		30	
Writing Notice		35	
Mileage	3	20	
Return		50	
Total	$10	20	
Appraisers Fees	3	00	
Printers Fee	90	65	

Sixty days Court: (five consecutive weeks) before the day of sale by advertisement in the "Richwood Gazette" a newspaper printed in said Union County and of general circulation therein as will appear by a copy of said advertisement hereto attached.

And on the 8th day of January A.D. 1890 at the door the Court House in Marysville, Ohio, at the hour of two o'clock P.M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction; and there and then struck off and sold the same to Elizabeth Hickinson for the sum of thirty-four dollars per

Thomas Martin, Sheriff.

Proof of Publication

Elizabeth Hickinson
vs
Wright Harriman et al

Sheriffs Sale

On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday February 8th, 1890, 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 Jackson, County of Union and State of Ohio, and bounded and described as follows: Part of Survey No. 9922; beginning at a point in the East line of the Village of Essex and in the center of Marion Street; thence with the Rush Creek gravel road North 48° E. 35 poles to a stone 10 feet North of the center line of said road, and South-west corner to Lot No. 3 of the sub-division of the Henry Baldwin estate; thence with the West line of Lot No. 3 North 9½ W. 88 poles to a stone corner to Lot No. 3; thence with another line of Lot No. 3 South 80½ W. 41 poles to a stone, another corner to Lot No. 3 and in the East line of Lot No. 2; thence with the East line of Lot No. 2 South 9½ East 49 poles to a stone, corner to Lot No. 2; thence with another line of Lot No. 2 South 80½ W. 46¼ poles to a point in the Richwood, Essex and LeRue gravel road, from which a stone is planted bears South 70 feet; thence with a line of the dower estate of Edith Baldwin 36½ poles to a stone planted on the North margin of a ditch, formerly the center of the Rush Creek road; thence North 86½ poles to the East line of the Village of Essex; thence North 72° E. 41 poles with the center of Marion Street to the beginning; containing 43 acres, excepting lots No. 3-13-14-15-16-17-18-19-20-

21-22-23-24-25-26 and 27 in the Village of Essex, also the street and alleys in said Village lying North of Marion street.
appraised at $50.00 per acre. Terms of Sale, Cash.
Thomas Martin, Sheriff
S. S. Gardiner, Attorney. Union County, Ohio.

State of Ohio,
County of Union ss

I, W. H. Stoutt, do make oath that the advertisement, of which the annexed is a copy, was published for five consecutive weeks, beginning January 9th, A. D. 1890 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 10th day of February A. D. 1890.

Wm A. Phelps. N.P.

Fee for Publication $ 19.80
Affidavit .25
$ 20.05

Received above of Wingel Harriman
W. H. Stoutt.

Answer

Afterward, on the 18th day of February, 1890, an Answer was filed with the Clerk of said Court.

Elizabeth Dickinson
vs
Wingel Harriman et al

Court of Common Pleas.
Union County, Ohio

Now comes W. H. Vance, one of the defendants herein, by leave of this Court first had and obtained, for answer to the petition of the said Elizabeth Dickinson, says:

That this defendant on the 6th day of August A. D. 1889, did recover in this Court of Common Pleas in and for the County of Knox and State of Ohio, a Judgment against the said Wingel Harriman, for the sum of Four hundred dollars and 75/100 his debt; and original costs Three and 62/100 dollars and increased costs Nine and 50/100 dollars.

That on the 10th day of August A. D. 1889, this defendant W. H. Vance, caused a writ of execution to be issued by the Clerk of the said Court of Common Pleas of Knox County, Ohio to the Sheriff of Union County Ohio, where the said Wingel Harriman then resided. And on the 19th day of August A. D. 1889 the Sheriff of said Union County, pursuant to the command of the said writ levied upon the lands and tenements in plaintiffs petition described.

This defendant says the said Judgment is in full force in law and wholly due and unpaid, and is now and has been a subsisting lien upon said premises in the petition herein described, from the said 19th day of August 1889.

This defendant further says the said Judgment bears

interest at the rate of six per cent, and that upon the sale of the premises in the petition described, prays that the proceeds be applied to the payment of his said lien in the order said lien appears.

H. H. & A. M. Green,
Defendants Attorneys

State of Ohio
Knox County ss

A. M. Green, being first duly sworn says that he is one of the attorneys for said H. H. Vance, duly authorized in the premises and that the said H. H. Vance is a non-resident of Union & Knox County, and that the facts stated and allegations made in the foregoing answer are true as he verily believes.

A. M. Green

Sworn to before me and signed in my presence this 30th day of January A. D. 1890

{Seal} C. F. Cowles, Notary Public.
Knox County, Ohio.

Waiver 5875 — Elizabeth Dickinson vs Winget Harriman et al. — Filed February 26th, 1890

I do hereby waive the issuing and service of summons in this case and voluntarily enter my appearance herein. February 24th, 1890.

A. C. Copeland, by
Geo. D. Copeland, his Attorney

Afterward, on the 29th day of May, A. D. 1890, the following Entry was made on the Journal by the Clerk of said Court.

Entry. 5875 — Elizabeth Dickinson vs Winget Harriman et al — Journal 15, Page 304

This day this cause came on to be heard upon the motion of plaintiff to confirm the sale heretofore made by the Sheriff in this case and upon the answer and cross-petition filed by the defendant H. H. Vance, and the return of the Sheriff of the sale made under the former order of this Court. And the Court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, and that the defendants Amy Soule, L. C. Conrad, W. H. Keyons Winget Harriman, Martha J. Harriman, "The Mansfield Buggy Co.", "The McCormick Harvesting Machine Co", Avery & Co., John Marry, L. J. Allen, Smolley Fahry, Wm Burgner & Son Bank of Richwood, W. S. Wood, H. H. Vance & Arthur C. Copeland have all duly waived the issuing and service of process in this case and entered their appearance herein prior to the last term of this Court and that all

of the said defendants except the said U. He. Vance are in default for answer or demurrer to the petition.

It is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the Sheriff convey to the purchaser Elizabeth Dickinson the plaintiff by deed in fee simple the lands and tenements so sold, and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court now coming to distribute the proceeds of said sale amounting to -- $ it is ordered that the Sheriff out of the money in his hands pay

First The costs of this action taxed at -- $.

Second To the plaintiff Elizabeth Dickinson the balance of said purchase money, amounting to $- to be applied as a credit upon her judgment hereinbefore mentioned in this case.

Attest R M Corry clerk

Be it remembered that on the 27th day of February A.D. 1886 the same being the 4th judicial day of the regular February Term of said Court the following proceedings were had and entered of record in said Court to wit:

Be it remembered that heretofore to wit on the 25th day of March 1886 George M. Pickard filed in the Clerks Office of the said Court of Common Pleas the following Petition against Uriah Cahill et al to wit:

Petition

George M. Pickard Plaintiff

vs

507 Uriah Cahill, Nathan Howard 2nd
John K. Hodge as Comm. of Union Co. Ohio
George M. McCee as Auditor Union Co. Ohio
Wm. H. Crary as Treas. of Union Co. Ohio.
H. D. Sanford, Charles Amann, 2nd
Samuel Fralick as Comm. of Madison Co. Ohio
Samuel M. Creigh as Auditor of Madison Co. Ohio
and Abraham Sawyer as Treasurer of
Madison County Ohio. Defendants

And now comes the plaintiff George M. Pickard and for cause of action herein against the said defendants say:

That he is the owner and

seized in fee simple of the following described premises, lying in Surry No. 7370 and bounded and described as follows:

Beginning in the center of the Wilson gravel road N. 35° ½ E. 16.30 poles from the South-west corner of the lands of George Ackard, witness a stake stands on the East side of gravel road; thence with the center of said gravel road N. 35° ½ E. 15.70 poles to an angle in said road; thence N. 5° ½ E. about 2 poles to a point where the line supposed to have been the County line (between Union & Madison Counties) crosses the said pike; thence Easterly with said supposed County Line to the East line of the lands of George Ackard; thence S 5° W. with Ackards East line to a point 20.48 poles N. 5° E. from Ackards South-east corner; thence N. 89° ¼ W. 87.57 poles to the beginning, containing 6.86 acres more or less.

Said plaintiff further says that the said tract of land above described is on the tax duplicate of Union County Ohio, and that said tract of land is assessed its proportionate share according to its valuation of the taxes collected for Union County Ohio, and that the same is now in the hands of W. H. Crary, the Treasurer of Union County, Ohio for collection.

Said plaintiff further says that the said tract of land above described is, also, on the tax duplicate of Madison County Ohio, and that said tract of land is assessed its proportionate share, according to its valuation of the taxes collected for Madison County Ohio, and that the said tax is now in the hands of Abraham Sanner the Treasurer of Madison County Ohio for collection.

Plaintiff says that he is ignorant of the respective rights of the said Counties of Union & Madison Ohio and that he does not know in which County the above described tract of land lies or which County is entitled to the same for taxation.

Each of said Counties will unless restrained by this Court, proceed according to the forms of law, to collect the taxes assessed on the said tract of land.

Plaintiff further says that this action is not brought by collusion with either of the defendants.

Wherefore plaintiff prays that defendants be required to interplead together concerning their rights to tax the said tract of land, and that each be enjoined from taking any proceedings against plaintiff in regard thereto until it has been determined by this Court in which County said tract of land lies, and which County is entitled to the same for taxation.

L. B. Fulton
Attorney for Plaintiff.

The State of Ohio
Madison County ss.

George M. Rickard, the plaintiff being first duly sworn according to law says the facts stated and allegations of the foregoing petition are true.

George M. Rickard.

Sworn to before me and subscribed in my presence by the said George M. Rickard this 24th day of March A. D. 1886.

{seal} Howard C. Black.
Notary Public.

To the Clerk:

Issue Summons to the Sheriff of Union County Ohio, for Uriah Cahill, Nathan Howard, and John K. Hodge George M^c Ick, and William H. Crary, to the Sheriff of Madison County Ohio for the other Defendants.

T. B. Fulton,
Attorney for Plaintiff

Afterward, on the 25th day of March, A. D. 1886, a Summons was issued by the Clerk of said Court indorsed as follows:

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

We command you to notify Uriah Cahill Nathan Howard and John K. Hodge as Commissioners of Union County, Ohio, George M. M^c Ick as Auditor of Union County Ohio, and William H. Crary as Treasurer of Union County Ohio that they or at least have been sued by George M. Rickard in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of April A. D. 1886, the petition of said plaintiff George M Rickard 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 5th day of April A. D. 1886.

Witness my hand and the seal of said Court, this 25th day of March A. D. 1886.

"Equitable Relief" J. D. Burgner, Clerk.

Sheriff's Return

And afterward, on the 5th day of April, 1886. the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

The State of Ohio
Union County, ss | Sheriffs Return

Service	$	90
Mileage	3	20
Copy	1	00
Total	$5	10

Received this Writ March 25th A. D. 1886, at 2 o'clock P. M. and pursuant to its command, on the 31st day of March A. D. 1886 I served the same by handing a true copy of this Summons with the endorsements thereon to the within named defendants

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

Answer

5071

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Afterward, on the 25th day of March, A.D. 1886, a Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio
Union County, ss | To the Sheriff of Madison County.

We command you to notify H.B. Sanford, Charles Amann and Samuel Fralick as Commissioners of Madison County Ohio, Samuel McCrugh as Auditor of Madison County Ohio, and Abraham Sanner as Treasurer of Madison County Ohio, that they may be summoned by George M. Richard in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of April A.D. 1886 the petition of said plaintiff George M. Richard against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 5th day of April, A.D. 1886.

Witness my hand and the seal of said Court this 25th day of March A.D. 1886.

{seal}
"Equitable Action" J.D. Burgner, Clerk.

And afterward, on the 5th day of April, 1886, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

The State of Ohio.
Madison County ss | Sheriffs Return.

Received this Writ March 27th A.D. 1886 at 9 oclock A.M. and pursuant to its command on the 1st day of April A.D. 1886 I served the same by delivering a true copy of this writ to H.B. Sanford, County Commissioner, S.M. Crugh, County Auditor, and Abraham Sanner County Treasurer with indorsements thereon, and on April 3rd, 1886 Samuel Fralick and Charles Amann County Commissioners by leaving a true copy of this writ with all the indorsements thereon at their usual place of residence.

Service	$	90
Mileage	7	07
Copy	1	00
Return		25
Total	$9	19

John T. Yunt, Sheriff of
Madison County Ohio.

Answer 5071

Afterward, on the 17th day of April, 1886 the following Answer was filed with the Clerk of said Court.

George M. Richard
vs
Uriah Cahill, Nathan Howard and John K. Hodge as Comm. of Union Co. Ohio, George M. McCrea, as Auditor of Union Co. Ohio, William H. Crary, as Treasurer of Union County, Ohio, H.B. Sanford, Charles Amann and Samuel Fralick as Comm. of Madison Co. Ohio, Samuel M. Crugh, as Auditor of Madison Co. Ohio, and Abraham Sanner, as Treasurer of Madison County Ohio

Answer of the Commissioners Auditor and Treasurer of Union Co. Ohio.

And now come the said defendants Uriah Cahill, Nathan Howard and John K Hodge as Commissioners of Union County Ohio, Georg M McCrea as Auditor of Union County Ohio, and William He. Crary, as Treasurer of Union County Ohio, and for answer to plaintiffs petition say:

That they admit that the said plaintiff is the owner of the lands described in said petition, and that said tract of land is assessed its proportionate share according to the valuation of the taxes to be collected for Union County, Ohio, and that the duplicate containing such taxes is now in the hands of William He. Crary, as Treasurer of Union County, Ohio, for collection.

By way of interplead the defendants say:

That by an act of the General Assembly of the State of Ohio, passed January 18th 1828, the line between the said Counties of Madison and Union as run by Levi Phelps, in the year 1820 was declared to be the established line between the said Counties.

That for a number of years the exact location of said line has been in dispute between said Counties, and the various residents of both Counties owning land adjacent thereto.

That on the first day of July, A.D. 1885, at a meeting of the Boards of County Commissioners of said Counties, held at the Village of Plain City, Madison County, Ohio, it was ordered by said Boards in joint session that the County Surveyors of said Counties proceed to Survey and locate said line according to said line run by said Levi Phelps, and that said Surveyors surveyed and located said line and reported their doings therein and the same was heard by said Boards in joint session at the said Village of Plain City, Madison County Ohio, on the twelfth day of November 1885; and although both of said Surveyors agreed upon said line, yet the said County Commissioners of Madison County Ohio, refused to approve their said report.

These defendants further say that according to the established lines between said Counties, the said real estate described in plaintiffs said petition lies wholly in said Union County Ohio, and is rightfully assessed for taxes therein.

These defendants therefore pray that on the final hearing hereof said plaintiff be adjudged and ordered to pay to said Treasurer of Union County, Ohio, the said taxes so assessed against said lands; that such order may be made by the Court as will definitely locate said line, and for all other proper relief in the premises.

Brodrick & McCampbell,
Attorneys for Defendants.

State of Ohio.
County of Union ss

George M. McOick, one of the above named defendants being sworn, makes oath that the facts stated in the forgoing answer are as affiant believes true.

George M. McOick.

Sworn to by said George M. McOick before me and signed by him in my presence, this 17th day of April A. D. 1886.

{seal} J. D. Burgess, Clerk

Demurrer Afterward, on the 24th day of April, 1886, a demurrer was filed with the Clerk of said Court.

5071 George M Rickard
vs
Uriah Cahill, Nathan Howard and John K. Hodge as Comm. of Union County Ohio, George M. McOick as Auditor of Union County, Ohio, Wm H. Crary as Treasurer of Union County Ohio, H. B. Sanford, Charles Amann and Samuel Fralick as Comm. of Madison County, Ohio, Samuel M. Crugh, as Auditor of Madison County Ohio, and Abraham Sauer as Treasurer of Madison County, Ohio

State of Ohio
Union County
Court of
Common Pleas

Now comes the defendants H. B. Sanford, Charles Amann and Samuel Fralick and demur to the plaintiff's petition and for cause of demurrer say:

That there is a defect of parties defendant.

John F. Locke and
McClond & Converse, Attorneys for
H. B Sanford, Charles Amann
and Samuel Fralick.

Afterward, on the 20th day of November, 1886, an Entry was made on the Journal by the Clerk of said Court.

Entry 5071 George M. Rickard
vs
Uriah Cahill et al

Journal 14, Page 150.

This day this cause came on to be heard upon the demurrer of H. B. Sanford et al to plaintiffs petition and was argued by counsel. On consideration whereof and the Court being fully advised in the premises find that said demurrer is not well taken and therefore overrules the same. To which ruling and judgment said H. B. Sanford et al except, and leave is hereby given to them to file answer within 30 days from the rising of the Court.

I. B. Fulton, for Rickard.
McClond & Converse for H. B. Sanford et al

Demurrer — Afterward, on the 17th day of December, 1886. a Demurrer was filed with the Clerk of said Court

5071 — State of Ohio, Union County ss | Court of Common Pleas

George M Rickard vs Uriah Cahill et al | Demurrer

Now come the defendants H. B. Sanford and Samuel Fralick, S. M. Pringle and Abram Sawyer and demur to the petition on the ground that the petition does not state facts sufficient to constitute a cause of action against these defendants or either of them.

Mc Cloud & Converse
& John F. Locke,
Attorneys for defendants.

Demurrer — Afterward, on the 17th day of December, 1886. a Demurrer was filed with the Clerk of said Court.

5071 — State of Ohio, Union County ss — Court of Common Pleas

George M Rickard vs Uriah Cahill et al | Demurrer

Now come the defendants H. B. Sanford, Samuel Fralick, S. M. Pringle and Abram Sawyer and demur to the Answer of the Commissioners, Auditor & Treasurer of Union County filed herein April 17th, 1886, on the following grounds to wit:

1st. That the Court has no jurisdiction of the defendants aforesaid, or either of them or the subject of the action.

2nd. That the plaintiff has not legal capacity to sue.

Mc Cloud & Converse
& John F. Locke,
Attorneys for defendants.

Affidavit of Geo. M. Rickard — Afterward, on the 11th day of January, 1887, an Affidavit was filed with the Clerk of said Court.

George M Rickard vs Uriah Cahill et al | State of Ohio, Union County Court of Common Pleas.

5071

The State of Ohio, Union County ss

George M. Rickard, being first duly sworn according to law says, that he is the plaintiff in the above entitled action and that he is the owner of lands in Madison County Ohio, viz Surveys No. 7390 & 8636 and that he owns lands in Madison County Ohio, beside the land described in the petition herein.

Affiant further says that in the month of June 1886

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and during the time that said taxes were receivable by law, he tendered to the Treasurer of Madison County Ohio all the taxes and assessments levied on his lands situate in said Madison County, Ohio, outside the lands described in the petition, but the Treasurer then and there refused to receive any of the tax on any of the lands owned by affiant in Madison County Ohio. unless the affiant would also pay at the same time the taxes levied upon the land described in the petition.

affiant further says that in the month of December 1886 and during the time that taxes were receivable by law he tendered to the said Treasurer of Madison County Ohio the taxes and assessments due on all his lands in Madison County Ohio except the lands described in plaintiff petition but the said Treasurer refused to receive any of the taxes due on the lands in said Madison County Ohio, unless said affiant would at the same -- pay the tax due and assessed on the lands described in the petition.

Affiant further says that the said Treasurer Auditor and Commissioners of said Madison County Ohio now have all the lands belonging to affiant in Madison County, Ohio, and also the lands described in the petition advertised for sale on the 3rd Tursday of January, 1887.

Affiant further says the said Treasurer, Auditor and Commissioners of Madison --- Ohio, will unless restrained by the order of the Court proceed to sell said lands on the said 3rd Tursday of January, 1887, and that great and irreparable injury will be done to affiant thereby, and further affiant saith not.

George M. Aichard.

Sworn to before me and subscribed in my presence by the said George M. Aichard this 11th day of January A. D. 1887.

{seal} John M. Brodrick, Notary Public
Union County Ohio.

Entry

Afterward, on the 14th day of January, 1887, the following

5071 Entry was made on the Journal by the Clerk of said Court

George M. Aichard
vs
Uriah Cahill et al

Journal 14, Page 190.

This day came the plaintiff by
S. B. Fulton his attorney and filed a motion for a temporary injunction herein and an affidavit of plaintiff was filed herein in support of the said motion, and said motion was submitted to the Honorable John A. Price Judge of the Common Pleas Court of the Third Sub-division

of the Tenth Judicial District at Chambers.

On consideration whereof, and the said Judge being satisfied that a temporary injunction should be allowed, it is ordered that a temporary injunction be and the same is hereby allowed as prayed for in plaintiffs petition upon the plaintiff giving an undertaking in the sum of Two hundred dollars conditioned according to law with security to the satisfaction of the Clerk of Court of Common Pleas of Union County Ohio.

January 12th, 1887
at Chambers

John A. Price, Judge of
Court of Common Pleas
10th Judicial District of Ohio.

Order of Injunction

Afterward, on the 20th day of January, 1887, an Order of Injunction was filed with the Clerk of said Court.

The State of Ohio
Union County ss.

To the Sheriff of Madison County Ohio,
Greeting: Order of Injunction

You are hereby commanded to forthwith notify W. B. Sanford, Charles Amann and Samuel Fralick as Commissioners of said Madison County, Samuel M. Pugh as Auditor of said Madison County, and Abraham Sawyer as Treasurer of said Madison County, that George M. Pickard on the 12th day of January, A. D. 1887, duly obtained an order of Injunction in an action pending in the Court of Common Pleas of said Union County wherein the said George M. Pickard is plaintiff and the Commissioners, Auditor and Treasurer of Union County, Ohio, and the Commissioners Auditor and Treasurer of Madison County Ohio, are defendants and have given an undertaking according to law.

Said order restrains each of said defendants from proceeding further in collecting or attempting to collect any tax or assessments that may be claimed to be due from the said George M. Pickard on the land described in plaintiffs petition or offering said lands for sale for the payment of said taxes or assessments.

You will make due return hereof without delay in accordance with Section 5578 of the Revised Statutes of Ohio.

Witness my hand and official seal this 14th day of January A. D. 1887.

Seal

John L. Burgner, Clerk of
Court of Common Pleas, Union County Ohio

Sheriffs Return

Received this writ January 17th, A. D. 1887. at 8 oclock A. M. and pursuant to its command I did on January 17th, A. D. 1887 serve the within named Samuel M. Pugh, Auditor of Madison County Ohio, by delivering to him a certified copy of this writ with the indorsements thereon. And on January 18th, A. D. 1887, I served Samuel Fralick, Commissioner of Madison County, Ohio, by leaving a certified copy of this writ with the indorsements thereon at his place of residence.

Entry

Entry

5071

Answer of D. B. Sanford et al to the Answer of Comm. et al

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H. B. Sanford Ex-Commissioner not served. Charles Adams Commissioner (dead) Abraham Sanner Ex: Treasurer not served.

Commissioner Sanford and Treasurer Sanner not served By reason of term of office expired.

Sheriffs Fees $3.82

J. S. Unit, Sheriff
Madison County Ohio

Entry 5071

Afterward, on the 9th day of June, 1887, the following Entry was made on the Journal by the Clerk of said Court

George M. Rickard
vs
Uriah Cahill et al

Journal 14, Page 274

This day this cause came on to be heard upon the demurrer of the defendants H. B. Sanford, Samuel Fralick, S. M. Pringle and Abram Sanner to the petition of the plaintiff filed herein and was argued by counsel. On consideration whereof and the Court being advised in the premises finds that said demurrer is not well taken and therefore overrules the same, to which ruling of the Court said defendants at the time excepted and leave was given said defendants until August 15th, 1887 to further plead.

Brodrick & Mc Campbell for
Comm., Auditor & Treasurer of
Union County, Ohio

Entry 5071

Afterward, on the 9th day of June, 1887, the following Entry was made on the Journal by the Clerk of Court

George M. Rickard
vs
Uriah Cahill et al

Journal 14, Page 274

This day this cause came on to be heard upon the demurrer of the defendants H. B. Sanford, Samuel Fralick, S. M. Pringle, and Abram Sanner to the Answer filed herein by the Commissioners, Auditor & Treasurer of Union County, Ohio, 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 said defendants excepted and said defendants were given leave to further plead until August 15th, 1887.

Brodrick & Mc Campbell, for
Comm., Auditor & Treasurer of Union County Ohio

Answer of D. B. Sanford et al to the Answer of Comm. et al

See Page 566

State of Ohio
County of Union ss

Court of Common Pleas.

Answer 5071

Separate Joint Answer of H. B. Sanford, Samuel Fralick, Samuel M. Arugh & Abram Sawyer to the Answer of the Comm. Auditor, & Treasurer of Union County Ohio

George M. Rickard
vs
Uriah Cahill, Nathan Howard & John K. Hodge as Comm. of Union Co., Ohio. George M. McCrea, as Auditor of Union Co. Ohio. Wm. H. Crary as Treasurer of Union Co., Ohio H. B. Sanford, Charles Amann, and Samuel Fralick as Comm. of Madison Co., Ohio Samuel M. Arugh as Auditor of Madison County, Ohio, & Abram Sawyer as Treasrr of Madison County, Ohio.

Said defendants, H. B. Sanford, Samuel Fralick, Samuel M. Arugh, & Abram Sawyer for Answer to the Answer (and cross-petition) of the Commissioners of Union County, Ohio say:

They deny that the Surveyors of Union and Madison County, at any time, surveyed and located said boundary line between the two said Counties as run by said Levi Phelps in the year 1820, and as established and declared to be the line between said Counties by Act of the General Assembly, passed January 18th, 1828.

They deny that the real estate described in the petition and referred to said Answer, lies wholly in said Union County, or is rightfully assessed for taxation therein. On the contrary they aver the truth to be, that said real estate lies wholly within Madison County and is situate south of the said line run by said Levi Phelps in 1820, and declared and established to be the boundary line between the said Counties by said Act of the General assembly passed January, 18th, 1828 and is rightfully assessed for taxation in Madison County Ohio. Wherefore said defendants pray Judgment accordingly.

John F. Coore & Mc Cloud & Converse, Defts Attys.

State of Ohio
Madison County, ss.

Samuel M Arugh, being duly sworn says, he is one of the defendants herein, that the facts stated and denials contained in this forgoing pleading are true as believe.

Samuel M. Arugh.

Sworn to before me and signed in my presence this 29th day of August, 1887.

seal

O. P. Crabb.
Probate Judge.

Answer

afterward, on the 30th day of August, 1887, an Answer was filed with the Clerk of said Court.

5071 George M. Rickard
vs
Uriah Cahill, Nathan Howard a/s
John K. Hodge, as Comm. of Union Co. Ohio.
Geo. M. McCrea, as Auditor of Union Co. Ohio
Wm H. Crary, as Treasurer of Union Co. Ohio
H B. Sanford, Charles Amann a/s Samuel Fralick, as Comm. of Madison Co. Ohio.
Samuel M. Pringle as Auditor of Madison Co., Ohio a/s Abram Sawyer as Treasurer of Madison County Ohio.

Separate Answer of the defendants H. B. Sanford, Samuel Fralick Samuel M Pringle Abram Sawyer to the Petition

And now comes the above named defendants by leave of the Court and for their separate answer to the plaintiffs petition filed herein March 25 1886 say:

First Defense: Said defendants as a first defense say: They deny that the premises or tract of land described in said petition is now, or ever has been on the tax duplicate of Union County Ohio: or assessed its proportionate share according with valuation, of the taxes collected for Union County Ohio: or in the hands of W. H. Crary, the Treasurer of Union County, Ohio, for collection, by any authority of law whatever.

Said defendants also deny that this action is not brought by collusion with either of the defendants.

Said defendants aver the facts to be, that the location of the boundary line between said Counties not being sufficiently ascertained, the Board of Commissioners of Union County Ohio, and the Board of County Commissioners of Madison County Ohio, within joint session at Plain City, Ohio, on or about the first day of July A. D. 1885, and began a proceeding to locate said disputed line in accordance with the Statutes in such cases made and provided to-wit: Revised Statutes of Ohio, 1880, Section Nos 804 to 810 inclusive; and ordered that the County Surveyors of each of said Counties proceed to re-survey said boundary line in accordance with a Special Act of the Ohio Legislature to establish the line between the Counties of Madison and Union, passed January 18th, 1828: which Statute established the line run between said Counties by Levi Phelps in the year 1820 to be the true boundary line thereof, and make report to said joint Board of Commissioners, and that said Surveyors failed to find said line so run by Levi Phelps as aforesaid and so reported; and said Commissioners were unable to ascertain the said boundary line with certainty; and have ever since failed and neglected

to carry out said proceedings to a final termination
according to the provisions of said Statute. Therefore
said tract of land which has always been assessed for
taxation on the tax duplicate of Madison County Ohio, and
the taxes thereon paid to the Treasurer of Madison County
Ohio, ever since the formation of said Union County, Ohio,
cannot rightly or legally placed on the tax duplicate of
said Union County Ohio for taxation until said proceedings
so commenced as aforesaid have been fully determined
according to the provisions of said Statute.

Second Defense:

Said defendants as a second defense say: That all
the taxes that were assessed on the tax duplicate of Madison
County Ohio, against said tract of land described in said
petition, or that was a lien thereon, at or prior to the
commencement of this action, have been voluntarily paid
to the Treasurer of Madison County, Ohio.

Third Defense:

Said defendants as a third defense say: That said
plaintiff ought not be permitted to maintain this his
action for the reason that all of said tract of land
described in said petition is within the boundary of
Madison County Ohio, and is rightfully assessed for
taxation therein; and that Madison County Ohio has for
more than twenty-one years next preceding the commence-
ment of this action with the knowledge and consent of
said plaintiff and those under whom he claims, continuously
and openly kept said premises on the tax duplicate of said
Madison County for taxation, and has during said period
of time assessed, claimed, demanded, collected and received
its proportionate share according to its valuation, of the taxes
collected for Madison County, Ohio, adversely to said plaintiff
and those under whom he claims, as well as said Union
County Ohio, and that said plaintiff and those under whom
he claims have during all of said period of time voluntarily,
peaceably and quietly paid all of the taxes so assessed
thereon as aforesaid to the Treasurer of Madison County Ohio:
all of which has been peaceably and quietly acquiesced in
by said Union County Ohio. Wherefore said defendants
ask to go hence without day and to recover their costs herein
expended.

John F. Locke and
M. Cloud & Conover, Attys for Defts.

State of Ohio,
Madison County, ss

Samuel M Creigh, being first duly sworn says
that he is one of the above named defendants, and believes
the facts stated and allegations contained in the foregoing
pleading to be true.

Samuel M Creigh

Sworn to before me and signed in my presence this
20th day of August A. D. 1887.

{seal} C. A. Grabb. Probate Judge.

motion 5071 — afterward, on the 20th day of October 1887, a motion was filed with the Clerk of said Court.

George M. Rickard
vs
Uriah Cahill et al

State of Ohio, Union County
Court of Common Pleas.

And now comes the plaintiff and moves the Court to strike from the answer of H. B. Sanford et al. to the plaintiffs petition as irrelevant immaterial and not responsive thereto, the following: "Said
" defendants aver the fact to be, that the location of
" the said Boundary line between said Counties not
" being sufficiently ascertained the Board of County
" Commissioners of Union County, Ohio, and the Board
" of County Commissioners of Madison County, Ohio, met
" in joint session at Plain City Ohio, on or about the
" first day of July, A. D. 1885, and began a proceeding to
" locate said disputed line in accordance with the Statute
" in such cases made and provided, towit: Revised Statutes
" of Ohio, - 1880 - Sections No. 804 to 810 inclusive; and ordered
" that the County Surveyors of each of said Countys
" proceed to re-survey said boundary line in accordance
" with a Special Act of the Ohio Legislature to establish
" the line between the Counties of Madison and Union
" passed January 18th, 1828; which Statute established the
" line run between said Counties by Levi Phelps in the
" year 1820, to be the true Boundary line thereof, and
" make report to said joint Board of Commissioners, and
" that said Surveyors failed to find said line so run by
" Levi Phelps as aforesaid, and so reported; and said
" Commissioners were unable to ascertain the said boundary
" line with certainty; and have ever since failed and
" neglected to carry out said proceedings to a final termina-
" tion according to the provisions of said Statute; therefore
" said tract of land which has always been assessed for
" taxation on the tax duplicate of Madison County Ohio,
" and the taxes thereon paid to the Treasurer of Madison
" County, Ohio, ever since the formation of said Union
" County, Ohio, cannot be rightfully or legally placed on
" the tax duplicate of said Union County, Ohio, for taxation
" until said proceedings so commenced as aforesaid have
" been fully determined according to the provisions of said
" Statute. Also the following:--The whole of the third
" defense in said answer.

S. B. Sutton,
Attorney for Plaintiff.

Afterward, on the 9th day of January, 1888, the following Entry was made on the Journal by the Clerk.

George M. Rickard
vs
Uriah Cahill et al

Journal 14, Page 376

This day this cause came on to be heard upon the motion of plaintiff to strike from the answer of H B Sanford and others to plaintiffs petition filed August 30th, 1887, and was argued by counsel and submitted to. Court. On consideration whereof and the Court being fully advised in the premises finds that said motion is not well taken and therefore overrules the same, to which ruling plaintiff excepted. And thereupon this cause came on further to be heard upon the demurrer to the third defense in the said answer of H. B. Sanford and others and was argued by counsel and submitted to court; on consideration whereof the Court finds that said demurrer is well taken and therefore sustains the same to which ruling of the Court the said defendants excepted and leave was given to said defendants to further plead within 20 days

Demurrer

Afterward, on the 9th day of January, 1888, a demurrer was filed with the Clerk of said Court.

5071 George M. Rickard
vs
Uriah Cahill et al

State of Ohio, Union County
Court of Common Pleas.

And now comes the plaintiff and demurs to the third defense in the answer of H. B. Sanford and others to the petition filed on the 30th day of August, 1887, for the reason that said defense does not state facts sufficient to constitute a defense to the plaintiffs petition.

T. B. Sutton,
Attorney for Plaintiff

Amended Answer

Afterward, on the 23rd day of January, 1888, Amended Answer was filed with the Clerk of said Court.

5071 George M Rickard
vs
Uriah Cahill, Nathan Howard et al
John K. Hodge, as Comm. of Union Co., Ohio
Geo. M. McCrea as Auditor of Union Co., Ohio
Wm Ha. Crary as Treasurer of Union Co., Ohio,
H. B. Sanford, Charles Amann et al Samuel Fralick as Comm. of Madison County Ohio,
Samuel M. Cringle as Auditor of Madison Co., Ohio et al Abram Sanner as Treasurer of Madison County Ohio.

Amended Answer of the defendants H. B. Sanford, Samuel Fralick, Samuel M. Cringle et al Abram Sanner to the Answer et al Cross-petition of the Commissioners, Auditor et al Treasurer of Union County Ohio.

Now comes the above named defendants H. B. Sanford, Samuel Fralick, Samuel M. Cringle et al Abram Sanner

leave of the Court first having been obtained for that purpose, and for their amended answer to the answer and cross-petition of the Commissioners, Auditor and Treasurer of Union County, Ohio, say:

First Defense:

They deny that the Surveyors of Union and Madison Counties surveyed and located said Boundary line between said Counties as run by said Levi Phelps in the year 1820 and as established by said Act of the General Assembly.

They also deny that the real estate described in the petition and referred to in said answer and cross-petition lies wholly in said Union County Ohio, or is rightfully assessed for taxation therein.

They aver the fact to be that the said real estate lies wholly within Madison County, Ohio, and is situate South of the line run by said Levi Phelps as the Boundary line between said Counties, in the year 1820, as established by said Act of the General Assembly passed January 18th, 1828, and is rightfully assessed for taxation in Madison County Ohio.

Second Defense:

They deny that the Surveyors of Union and Madison Counties were ever ordered to or did survey and locate said Boundary line between said Counties, as run by said Levi Phelps in 1820 and established by said Act of the General Assembly; or that according to the established line between said Counties the said real estate described in plaintiff's petition and referred to in said answer and cross-petition, lies wholly in said Union County Ohio; or is rightfully assessed for taxation therein; or that it is now, or ever has been on the tax duplicate in Union County Ohio; or assessed its proportionate share according to its valuation of the taxes collected for Union County Ohio, by any authority of law whatever.

They aver the fact to be that said real estate has always ever since the formation of said Union County, been assessed for taxation on the tax duplicate of Madison County, Ohio, and the taxes thereon paid to the Treasurer of Madison County Ohio; and that the proceeding mentioned in said answer and cross-petition as having taken place at Plain City, Ohio, on the first day of July A.D. 1885, was a proceeding to locate said disputed line in accordance with the Statutes in such case made and provided - being an Act passed April 9th A.D. 1852, to-wit: Sections No. 804 to 810 inclusive, Revised Statutes of Ohio, 1880. In which proceeding the Joint Board of County Commissioners of said Counties of Union and Madison, ordered that the County

Surveyors of each of said Counties proceed to re-survey said boundary line in accordance with a Special Act of the Ohio Legislature to establish the line between the Counties of Madison and Union passed January, 18th, 1828, which Statute established the line run between said Counties by Levi Phelps in the year 1820, to be the true boundary line thereof - and make report to said joint Board of County Commissioners. Said County Surveyors failed to find said line so run by Levi Phelps and established to be the true line as aforesaid, and so reported; said joint Board of County Commissioners were unable to ascertain the location of said boundary line with certainty, and have ever since failed and neglected to carry out said proceeding to a final termination according to the provisions of said Statute. Therefore said real estate cannot rightly and legally be placed on the tax duplicate of said Union County, Ohio, for taxation in said County until said proceeding so commenced as aforesaid have been fully ended and determined according to the provisions of said Statute.

Third Defense:

For a third defense these defendants say, that Madison County, Ohio, has for more than twenty-one years next preceding the commencement of this action, continuously and openly kept the said real estate described in plaintiff's petition and referred to in said answer and cross-petition, on the tax duplicate of said Madison County Ohio, for taxation, and has during all said period of time assessed, claimed, demanded, collected and received its proportionate share according to its valuation of the taxes collected for said Madison County Ohio, adversely to said Union County Ohio.

Fourth Defense:

For a fourth defense these defendants say: That some time in the month of November in the year 1828, said Levi Phelps who was at that time the County Surveyor of said Union County, Ohio, in accordance with an order made by the Board of County Commissioners of said Union County Ohio, surveyed and established the corners of the Townships of Union, Darby and Jerome in said County of Union: in doing which he established the Southerly corners of said Townships on the South line of said County of Union, and the line between the said Counties of Union and Madison, as the same was then located, and has ever since that time been recognized as the true boundary line between said Counties, by each of said Counties and all the land owners owning lands lying along and adjacent thereto. According to said line so recognized

as the true boundary line as aforesaid, the whole of said real estate described in plaintiffs petition and referred to in said answer and cross-petition lieing in the said Madison County Ohio.

Fifth defense:

For a fifth defense defendants say: That some time in the year 1853 (the exact date these defendants are unable to state) one W B Irwin, more commonly known as "General Irwin," who was at that time the County Surveyor of said Union County Ohio, re-surveyed and marked the boundary line between said Counties of Union and Madison, in accordance with an order made by the Board of County Commissioners of said Union County Ohio, which line so surveyed and marked by said "General Irwin" as aforesaid, has ever since that time been fully recognized and treated as the true boundary line between said Counties of Union and Madison, by each of said Counties and all the land owners owning lands lying along and adjacent thereto. According to the line so surveyed, marked, recognized and treated as the County line as aforesaid, the whole of said real estate described in plaintiffs petition and referred to in said answer and cross-petition, lies in Madison County Ohio. Wherefor and by reason of which said defendants are estopped from obtaining the relief asked in their said answer and cross-petition.

Wherefor said defendants ask to go hence without day and to recover their costs herein expended.

J.W. Robinson, John F. Hoover
and McLeod and Converse
Attys. for Defts.

State of Ohio
Madison County ss

Samuel Fralick, being first duly sworn says that he is one of the above named defendants, and that he believes the facts stated and allegations contained in their foregoing pleading to be true.

Samuel Fralick.

Sworn to Before me and signed in my presence by said Samuel Fralick this 20th day of January A.D. 1858.

Manus O'Donnell, Notary Public in and for Madison County, Ohio

Afterward on the 19th day of March, 1858. the following Entry was made on the Journal by the Clerk.

George M. Rickard
vs
Uriah Cahill et al

Journal 14, Page 419

This day this cause came on to be heard and upon the application of the defendants H.B. Sanford

and Ellers for that purpose, and with the consent of the plaintiff and the other defendants, the Court does hereby appoint one William L. Rowe of Circleville in the County of Pickaway and State of Ohio, as a competent and disinterested Surveyor, to go upon the premises and survey the lands mentioned and described in the plaintiffs petition, and to run any and all lines, make all measurements, and block any and all lines that will in the opinion of either of the parties hereto, or his or their attorneys, throw any light upon the question in controversy in this action.

And the Court does hereby order, authorize and empower said Surveyor to go upon any premises and empower said Surveyor to go upon any premises necessary to make any and all Surveys and measurements, and also to block any and all lines that will in the opinion of either of the parties hereto, his or their attorneys, throw any light upon the question in controversy herein; so as to enable said Surveyor to make an accurate plat of said premises mentioned and described in said petition, showing as clearly as possible where and in what position the said premises lays with reference to the County line between the Counties of Madison and Union in the State of Ohio. Said Surveyor is hereby ordered to preserve and bring into this Court all blocks taken from trees that will throw any light upon the location of said County line, and make an accurate drawing or plat of said land so surveyed by him together with all lines run and measurements made by him, and make a full and complete report of all his doings and proceedings had in accordance with this order, to this Court by the next term thereof. The place of meeting preparatory to going on to make said Survey shall be at the Village of Plain City, Madison County, Ohio, at least three hours before going out upon said premises to begin said survey.

And the time to begin said survey may be by either party designated, upon notice to the other parties and said Surveyor at least ten days before so meeting at Plain City as aforesaid. It is further ordered that the Clerk of this Court forward a certified copy of this order to said William L. Rowe at Circleville Ohio, forthwith: and that said Surveyor shall give the attorneys in this action, to wit: T. B. Fulton, Brodrick and M^c Campbell, and J. W Robinson of Marysville, Ohio, and J. F. Leach, and M^c Cloud and Sowers of London, Ohio, at least ten days notice of the time he will be at Plain City, Ohio, preparatory to making said Survey as aforesaid.

It is further ordered that said Surveyor make two copies of said plat for the use of the parties to this action

It is further ordered that a certified copy of the

Report of Surveyor W. L. Rowe

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record of the line run by Levi Phelps in 1820 and adopted by the Legislature of the State of Ohio in 1825 & also said to said William B. Rowe at the same time that a certified copy of this Journal Entry is said and the costs thereof to be a part of the costs of this case.

Afterward, on the 1st day of August, 1889, Report of Surveyor was filed with the Clerk of said Court.

Report of Surveyor W.B. Rowe

George M. Richard
vs
Uriah Caldwell et al

To the Honorable Court of Common Pleas of Union County Ohio

Under appointment and order in the above named case, and after meeting in Plain City according to said order, I took to my assistance William Curtain and Walter Conover as Chainmen, Alexander Gibson, Joseph Lawrence, William Lawrence & A. B. Ball as Flagmen & Aymen and on the 15th day of May, 1889 began surveys to determine the location of the County line between the Counties of Union & Madison with reference to the land described in the petition in the above named case.

After making preliminary measurements and observations I run a Transit Line to be used as a base line for locating all monuments relating to the line between the said Counties, beginning at a stone represented as being the South-west corner of Union County and the North-west corner of Madison County, and running to a point 96 feet North of the South-east corner of Union County.

Numbered stakes were driven on said line 1000 feet apart, from the beginning, except through Plain City where triangulation was resorted to on account of Obstructions. Hubs with tacks in them are placed at convenient places for foresights and backsights and are located upon the plat marked "A" which is made a part of this report.

Upon said plat is also located the trees blazed by me, and lettered and numbered to correspond to the blocks prepared and brought into Court.

The Record of the survey of the boundary lines of Union County, a certified copy of which was furnished me by the Recorder of said County, shows that Levi Phelps commenced running said line August 4th, 1820

Said record neither calls for, nor describes any monuments, along, or at either end of the South line of said County.

Volume 4. of the Court of Common Pleas Record of Union County, shows that the South east corner of Union County was established and a stone planted May 24th, 1843

This is the only monument I found along the South line of Union County, named in any Record as being properly established.

I observed all the trees that I thought would indicate any points in the line surveyed by Levi Phelps in 1820 and those giving evidence of being marked at that time are located as follows. The distances for location are measured on Transit Line, from the beginning point.

No. "5", on land of Asa Bates, at 9256 feet, and 161 feet North of Transit Line.

No. "6", on land of Asa Bates, at 9381 feet, and 177 feet North of Transit Line.

No. 11, on land of John Smith at 34455 feet and 311 feet North of Transit Line.

Letter "A" on land of James S Smith, at 41420 feet and 357 feet North of Transit line.

These trees were marked as follows: No. "5" was notched or chipped on the West side. No. "6" was blazed on the East and West sides. No. "11" had one blaze and three hacks on the East and West sides. Letter "A" was blazed on the East and West sides. Blocks were taken from one side of each tree.

The only information I could get as to how Levi Phelps marked his County line true, was from Mr John Graham of Columbus, Ohio, who was County Surveyor of Franklin County and assisted Levi Phelps in the establishment of the South-east corner of Union County.

His description of marks bring the same as those found on the trees above located, except the hacks on No. "11."

Taking the trees found bearing marks of 1820 as monuments, the location of the South line of Union County would be a straight line from the South-east corner of said County to the tree marked "A" on the land of James S. Smith and a straight line from said tree marked "A" to a point in the Champaign County line 42 feet North of the stone now recognized as the North-west corner of Madison County, it being necessary to run an equalizing line between Trees No. 5 & 6, as I found no monument, known to have been legally planted at the South-west corner of Union County.

I have also located upon the plat, the land described in the petition in this case, also many other trees, some supposed to have been marked by General Irvin in 1853 and some by Levi Phelps in 1828.

Jonathan Arnett, appointed by the Commissioners of Madison County & A. S. Mowry appointed by the Commissioners of Union County, accompanied me while making the survey and rendered much valuable assistance

The blocks taken from the trees marked in 1820, and

Itemized Account of Expenses of	from o Mossrs D of coste August	
Madison Co Ohio	1884 May 18	"
		"
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	June 7	
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		"
	July 9	
		"
		"
		"
		" 10
		" "
		" 12

from other lines located upon the plats are left in the possession of the Clerk of the Court.

I will also file with the Report itemized accounts of costs for necessary assistance in making said survey.

Respectfully Submitted.

August 1st, 1889. W. C. Rowe. Surveyor.

Itemized Account of Expenses of Madison Co Ohio

Expenses incurred by Madison County Ohio, in running the line between Madison and Union Counties by order of Court under W. C. Rowe Surveyor, Beginning

1889 May 15th, 1889.

May 18	Paid Wm Curtain, chainman, 4 days @ $1.50		$6	00
"	" " W C Conover, " " 4 " " $1.50		6	00
"	" " Board Orlo Sherwood, Curtain,		3	25
"	" " "

July	Paid	Converse 4 days at $1.50	6	00
"	"	Board, Mrs Sherwood, Curtain	3	00
"	"	" " " " " " 2/3 Converse	2	50
"	"	E. Le. Sherwood 1/2 Team 3 days $3.00	4	50
"	"	Lunch, Curtain,		33
"	"	Amount of Expense by Madison County	184	66
	Cr	By Madison 1/2 of saw sold Mowry		50
		Leaving Balance	184	16
I certify the above Bill correct. W. C. Rowe.				

The following is a statement of payments made by Union County Ohio upon the costs for labor and expenses in the re-running of the line between the Counties of Madison and Union Ohio.

Said work was done under and by the direction of W. C. Rowe the Surveyor appointed by the Court of Common Pleas for said Union County. Said work commenced May 15th, and ended July 11th, 1889, and itemized accounts of the same are on file in the office of the Auditor of Union County Ohio.

Paid	Alexander Gibson, Flagman 2/3 Master	(all)	$69	05
"	J. W. Lawrence, " " "	(all)	20	10
"	W. C. Lawrence, " " "	(all)	44	45
"	A. Ball, Master	(one-half)	9	88
"	E. Le. Sherwood, For Team	(one-half)	34	60
"	For sacks, Freight & drayage on Blocks		1	35
	Total Paid		179	43

The whole amount due to Alexander Gibson, J. W. Lawrence and W. C. Lawrence was paid by Union County, while one-half the amount due to A. Ball and E. Le. Sherwood was paid by Union County and one half by Madison County.

I certify the above Bill to be correct.

W. C. Rowe, Surveyor.

Afterward, on the 20th day of April, 1890, the following Entry was made on the Journal by the Clerk of said Court.

George M. Richard
vs
Uriah Cahill et al

Entry
5071

Journal 15, Pages 294 & 295.

This day this cause came on for hearing and thereupon came all the parties thereto by their attorneys and for good cause shown the Court does hereby set aside the report heretofore made by W. C. Rowe appointed as Surveyor in this case, and the said defendants, the Commissioners of Madison County, Ohio, and the said defendant the Commissioners of Union County, Ohio, having heretofore in joint session agreed to establish the line between said

6	00
3	00
2	50
4	50
	33
184	66
	50
184	16

$69	05
20	10
44	45
9	88
34	60
1	33
179	43

Counties of Madison & Union, and having at said joint session appointed Jonathan Arnett Esq. as Surveyor on behalf of said Madison County and Andrew S. Mowry Esq. as Surveyor on behalf of said Union County, and said Surveyors having proceeded to survey said line, and having made report thereof to said Commissioners in joint session which report was by said Boards of Commissioners in joint session, as aforesaid, approved and confirmed, which report is hereby by the Court with the consent of the parties approved and confirmed, it was agreed by and between said defendants, the said Commissioners of Madison County, Ohio, and the said Commissioners of Union County, Ohio, that the line between the Counties of Union and Madison in said State of Ohio be, and the same hereby is established as follows:

Beginning at a stone monument (originally a boulder stone) known as the "Hile stone" on the lands of James A. Hile, which stone is regarded as one of the north-western corners of Franklin County; thence in a straight line on an average magnetic course of about North eighty-nine degrees, forty minutes west, sixteen thousand, one hundred and forty-four feet to a stone monument, at a point on the Westerly bank of Big Darby Creek, where said line intersects the line of the most Easterly alley in the Village of Plain City (crossing Sugar Creek at station 93.23 -- station 100 feet -- and running into and with Big Darby Creek at about station 148.60 passing through the center of a blue ash tree on the left bank of said Big Darby Creek at station 156.11, which blue ash tree was blocked in 1887 by W. E. Dove Esq., and crossing Big Darby Creek at about station 156.80.); thence from said stone monument in a straight line Westerly seven thousand, eight hundred and eighteen feet to a stone monument four feet east of the center of a bur oak tree on the lands of Marshall Guy and John Guy, which tree was blocked by said W. E. Dove and is referred to by him in his report to the Court of Common Pleas of Union County, Ohio, in case No. 5071 wherein George M. Richard was plaintiff and Uriah Cahill et al were defendants, by the letter "I" (crossing Chillicothe St. in said Village of Plain City at station 170.15; Main St. at station 184.00: the C. St. L. & O. R. R. track at station 195.88 making an angle of Seventy-two degrees and Twenty-five minutes with the center line of the main track thereof; crossing the middle pike at station 200.35 and the Wilson Wingert pike at station 221.82): thence in a straight line on a vagrant magnetic reading of between South eighty-nine degrees and forty minutes West and North eighty-nine degrees

and fifteen minutes west, fifty nine thousand, one hundred and seventy-eight feet to a stone monument in the east line of Champaign County, Ohio, which stone is one hundred and fifty-nine feet north of a stone in said Champaign County line with crosses on its summit, heretofore regarded as the corner of said Madison and Union Counties. (crossing Little Darby Creek near Glencarry at station 519. 96; the Gordon and Marysville gravel road at station 522. 57 and the Liverpool and Dover Station gravel road at station 592. 05 and passing midway between two Bur oaks on the land of Asa Bates, which trees were blocked by said W. C. Rowe and referred to by him in the above mentioned report by the figures "5" & "6", crossing Little Darby Creek - also known as Israels Creek -- three times: at Station 778. 15, 785. 05 & 786. 52 respectively; the Danners gravel road at station 798. 67 and the center line of the C.C.C. & St. L. R.R. track at station 815. 54). The entire length of said line being eighty-three thousand, one hundred and forty feet. And that the costs of this action (including the account of W. C. Rowe Esq. Engineer filed, for surveying said line under appointment of this Court) shall be equally divided between said Counties of Madison and Union.

It is therefore considered, ordered and decreed by the Court that the line therein agreed upon by said defendants as aforesaid be, and the same hereby is established by this Court as the true line between said Counties of Madison and Union and that the Clerk of this Court make out and transfer to the Auditor of Union and Madison Counties each a certified copy of this Journal Entry, decree and order forthwith.

It is further ordered that the costs therein, together with the fees and expenses of W. C. Rowe Esq. for surveying said line by order of this Court, be, paid in equal proportions by the said Counties of Madison and Union.

It is further ordered that said plaintiff George M. Aickard be allowed to pay his taxes on the land in dispute therein to the Treasurer of said Madison County, Ohio without penalty.

John L. Locke
J. W. Robinson & Wm. Cloud & Converse, Attorneys for Commissioners Madison County, Ohio.
Porter & Porter & John M. Brodrick, Attorneys for Commissioners of Union County Ohio.

Attest R. M. Ivory Clerk

Exhibit "A"

Mras continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas, of the State of Ohio before the Honorable John A Price, Judge of said Court of the term of May, to-wit, on the 26th day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit: on the 15th day of May 1890, Morris W. Hill filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Geo. W. Haymaker et al.

Petition

Morris W Hill

vs

5942 George W Haymaker et al
B. F. Haymaker

Court of Common Pleas
Union County Ohio

Plaintiff says on or about the 3rd day of March 1887, the defendants executed and delivered to him their promissory note -- a copy of which is hereto attached marked "Exhibit A" and made a part of this petition.

There are no credits or indorsements on said note and the plaintiff is still the legal holder and owner thereof and there is due from said defendants on said note the sum of $266.00 with eight per cent interest thereon from the 1st day of January, 1887.

Wherefore plaintiff prays judgment on said note against said defendants for said sum of $266.00 and 8 per cent. interest thereon from said 1st day of January 1887 and for costs.

S. S. Gardiner, Atty. for Plff.

State of Ohio,
Union County, ss

Morris W. Hill being duly sworn says he is the plaintiff in this case and the facts and allegations in the foregoing petition are true as he verily believes.

Morris W. Hill.

Sworn to and subscribed before me this 14th day of May 1890.

(seal)

M. W. Leanders, Notary Public
Richwood, Ohio, March 3rd, 1887.

$266.00

Exhibit "a"

January 1st, 1888 after date we promise to pay to the order of M. W. Hill Two hundred and sixty-six dollars. with 8 per cent. from January 1st, 1887.

George W. Haymaker
B. F. Haymaker

To the Clerk:

Issue Summons for defendants to Sheriff of Union County returnable according to law. Amount claimed and for which Judgment will be taken on default $266.00 and 8% from January 1st, 1887.

Summons

Afterward, on the 15th day of May, 1890, a Summons was issued by the Clerk of said Court indorsed as follows:

5992 State of Ohio
Union County ss | To the Sheriff of said County.

You are hereby commanded to notify George W. Haymaker and B. F. Haymaker that they have been sued by Morris W. Hall in the Court of Common Pleas of Union County, and must answer by the 14th day of June A. D. 1890, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 26th day of May, A. D. 1890.

Witness my hand and the seal of said Court, this 15th day of May, A. D. 1890.

{seal}

R. McCrory, Clerk.

Indorsed: "Action for Money". Amount claimed on which Judgment be taken on default $266.00 and 8% from January 1st, 1887.

Afterward, on the 24th day of May, 1890, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

Ser. & Return	$	30
Addal Hfts		15
Mileage	4	50
Copy		40
Total	$5	35

State of Ohio
Union County | Sheriffs Return

Received this writ May 15th, 1890 at 10 o'clock a. m. and served same by delivering a certified copy thereof, with the endorsements thereon to each of the within named defendants on the 23rd day of May, 1890.

Thomas Martin, Sheriff.

Entry

Afterward, on the 25th day of June, 1890, the following Entry was made on the Journal by the Clerk of said Court

5992 Morris W Hall
vs
Geo. W Haymaker et al | Journal 15, Page 351.

Now comes the plaintiff by his attorney and the defendants bring 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 George W. Haymaker and Benjamin Haymaker are indebted to the plaintiff in the sum of $339 84.

It is therefore considered by the Court that the said plaintiff recover of the said defendants the said sum of $339 84 and the costs herein expended taxed to S.

Attest
R. McCrory Clerk

Marginal notes: Summons; Entry; Affidavit

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Was continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio. Upon the Honorable John A Price, Judge of said Court, of the term of May, to wit, on the 26th day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that heretofore, to wit, on the 24th day of March, 1890 Nathan Gordon filed in the Clerks Office of the said Court of Common Pleas the following Petition against Eula Gordon.

Petition 5959 | Nathan Gordon Plff. vs Eula Gordon Defd | Union County Court of Common Pleas.

Plaintiff says that he has been a resident of Union County and the State of Ohio for more than a year last past and is now a bona fide resident of said County.

That on the -- day of November A.D. 188 he was married to the defendant in the County of Union State of Ohio.

Plaintiff further says that he has always conducted himself toward the defendant as a faithful and kind husband, but the defendant disregarding her duty as a wife has been guilty of gross neglect of duty toward the plaintiff, willfully abandoning his bed and board and has never returned thereto.

Plaintiff further says that on the 5th day of May 188 said defendant abandoned the plaintiff and went away with one Calvin Barrett and has been living in adultery with said Calvin Barrett ever since said time as he believes.

Plaintiff therefore prays that upon the final hearing of this petition he be granted a complete divorce from the defendant and for all proper relief in the premises.

Nathan Gordon
By J. M. Kennedy,
Attorney for Plaintiff.

Afterward, on the 24th day of march, 1890. Affidavit for Publication was filed with the Clerk of said Court.

affidavit 5959 | Nathan Gordon vs Eula Gordon | Union County Court of Common Pleas.

Nathan Gordon, being first duly sworn says that the place of residence of the defendant is to him unknown; that he is unable to learn of her whereabouts by reasonable diligence on his part; that service of Summons cannot be made on her in the

State of Ohio, and that the case is one of those contemplated
By Statute for publication.

Nathan Gordru

Sworn to and subscribed by the said Nathan Gordru
before me this 24th day of March, A.D. 1890.

{Seal} A M Rollyfratt

Notary Public

Proof of Publication

Legal notice

Nathan Gordru
vs
Lula Gordru.

Lula Gordru, whose place of residence is unknown to the plaintiff, will take notice that the plaintiff did on the 24th day of March A.D. 1890 file his petition in the Court of Common Pleas of Union County, Ohio, charging the defendant with gross neglect of duty and adultery, and praying for divorce. Said petition will be for hearing after the 10th day of May, 1890.

Nathan Gordru.

By J M Kennedy, his Atty.

Petition

5867

The State of Ohio
Union County ss

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union the first publication beginning with March 27th, 1890

A J Hare

Sworn to and subscribed before me this 3rd day of May, 1890.

{Seal} A McCrory, Clerk.

Entry

Afterward, on the 20th day of June, 1890, the following Entry was made on the Journal by the Clerk of Court.

5959 Nathan Gordru
vs
Lula Gordru

Journal 15, Page 342.

This day this cause came on for hearing upon the petition of plaintiff, the defendant being in default for answer, and the Court being fully advised in the premises find for the plaintiff. And finds that due notice of the pendency of this petition was made by publication in "Union County Journal" a paper of general circulation in said County of Union.

The Court further finds that the defendant had been guilty of gross neglect of duty and adultery as alleged in the petition.

It is therefore considered and adjudged by the Court that the marriage relation heretofore existing between the

parties at that each be released from the obligations thereof.

Attest
R M Conry clerk

Alias continued and held at the Court House in Marysville, within and for the County of Union, in the Fourth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A Price, Judge of said Court, of the term of November, Court, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty-nine.

Be it remembered that, heretofore, Court, on the 7th day of October, 1889 M. W Spain, filed in the Clerks Office of the said Court of Common Pleas the following Petition against Alice Spain, Court:

Petition	Marion W. Spain	
	vs	Court of Common Pleas
5867	Alice V Spain	Union County Ohio.

Plaintiff says he has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union.

That on or about the 8th day of December, 1873, he was married to the defendant. The following children were born of such marriage: O. A. Spain, age 14 years old, Adra Ann Spain born January 5th, 1877 and August 1879: M. W. Spain 12 years old; O. A. Spain 9 years old; B. W. Spain 6 years old; L. A. Spain 4 years old; Theodore Spain 2 years old.

The defendant in disregard of her marital duties has since the 25 of July 1887 been guilty of gross neglect of duty in this, that said defendant has failed and refused to look after and take care of said family or assist this plaintiff in the same. That while this plaintiff was attending to his work said defendant without the knowledge of this plaintiff left her home and said family with no one to care for or look after the small children and said plaintiff has been compelled to put his children in the family of friends and in the Childrens Home of this County by reason of the idleness and refusal of this defendant to help this plaintiff in caring for said family.

Wherefor plaintiff prays that he may be divorced from the defendant and have the custody of said children and such other relief as is proper.

W. S Hoopes. Atty for Plff.

To the Clerk:

Issue Summons on the above party directed to the Sheriff of Logan County, endorsed action for divorce and custody of children, returnable according to law.

Summons

5867

Afterward, on the 7th day of October, 1889, a Summons was issued by the Clerk, indorsed as follows:

The State of Ohio
Union County, ss

To the Sheriff of Logan County.

You are commanded to notify Alice V. Spain that Marion W Spain has filed in the Clerks 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 desertion &c; and asking that he be divorced from her, and that he have custody of children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this Summons on the 21st day of October, A.D. 1889.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 7th day of October, A.D. 1889.

[seal]

A. M. Crosy, Clerk

Indorsed: "Action for Divorce & custody of children."

Sheriffs Return

Afterward, on the 21st day of October, 1889 the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

Service	1	60
Copy		25
Mileage	3	66
Return		30
Postage &c.		05
Total	$2	86

Received 2 oclock P.M. on the 9th day of October, 1889 and on the 18th day of October, 1889 I served the same by delivering to Alice V. Spain personally a true copy thereof together with a true copy of the petition filed against her in this cause.

W. W. Roach, Sheriff.
Logan County Ohio.

Entry

5867

Afterward, on the 2nd day of December, 1889 the following Entry was made on the Journal by the Clerk.

Marion W. Spain
vs
Alice V. Spain

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

The Court also find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same, and was at the

See Page

Entry

5497

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time a Bond for residence of this County of Union and that the parties were married as in said petition set forth.

The Court further find, upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason there of the plaintiff is entitled to a divorce, as prayed for.

It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Marion W. Spain and Alice V. Spain be and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further order, confided to the said Marion W. Spain exclusively.

But it is hereby ordered that the defendant have privilege of visiting said children once each week, on Fridays between the hours of 3 & 5 o'clock P. M. and any violation of this privilege by either party may be reported to this Court.

It is further ordered that the plaintiff pay the costs of this proceeding; and execution is awarded.

Attest R M Covey clerk

See Pages 496-506.

Afterward on the 3rd day of June, 1891, the following Entry was made on the Journal by the Clerk of Court, to-wit:

Entry

Sarah Gates

5497 vs Journal 15, Page 537.

Ichabod Franklin et al

This day this cause came on further to be heard on the question of the distribution of the proceeds of the sale heretofore made of the premises in this action, and the Court being fully advised in the premises do further order and adjudge that after paying the costs and taxes as heretofore ordered, the Sheriff proceed to pay and distribute the balance remaining in his hands as follows: to-wit:

The note first becoming due as set up in the answer and cross-petition of said James Simpson. Second:- The note next becoming due as set up in said answer and cross-petition of said Simpson. Third:- The balance, if remaining to be paid on the note last becoming due, and which is set up in plaintiffs petition.

Attest R M Covey clerk