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DEFENDANT.

Adv.

REVERSE.

C  
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R  
S  
T  
W  
Y

10/10/10  
10/10/10  
10/10/10



PLAINTIFF.

VS.

DIRECT.

Page

5657 Adams County School

Gill Anna et al

434



Page  
434

DEFENDANT.

Adv.

REVERSE.

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



PLAINTIFF.	VS.	DIRECT.	Page
5990 Brown Wm M	"	Stewart Alex	59
5885 Berger Wm	"	Shepper Margartta et al	71
5733 Breaston Robert W.	"	Reese C. J.	110
5978 Brown Wm M.	"	Hyal Calvin P. et al	127
5890 Brown Walter W.	"	Caldwell Geo. et al	137
5944 Bank of Richwood	"	Sabine Heylas & Wife	342
6004 Bowen Michael	"	Games R. C. et al	483
6100 Bank of Richwood	"	Wright Samuel	527

5989 Brun  
5993 Bul





Page  
59

DEFENDANT.

Adv.

REVERSE.

Page

5989 Barton Lewis

"

Cranston Stephen Adams 339

et al 71

5993 Butler R. B. et al

"

Holden Allen W. 465

110

et al 127

al 137

Wife 342

et al 483

all 527

B

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

PLAINTIFF.	VS.	DIRECT.	Page
5981 Cunningham John J	.	Robinson Bruce	62
5989 Conn. Mutual Life Ins Co	.	Samuel D. Baird et al	91
5989 Cranston Stephen Samr "	"	Burton Lewis	339
5824 Colr J. B.	"	Stewart Alex.	365
5638A Crandall George	"	Woodworth Jasper	580

5854 Cou  
6021 Cal  
5699 Chic  
5980 Cal  
5612 Coop  
6041 Cla  
5928 Cal  
5999 Cl  
6005 Croq



Page  
62

DEFENDANT.

Adv.

REVERSE.

Page  
16

5854 Conway Mary J et al

"

Maloury Jane

16

et al

91

6021 Caldwell Gro.

"

Sullington W. Oskellie

32

339

5699 Chicago St. L. & P. R. R.

"

Mitchell Elijah

83

365

5980 Caldwell Gro. et al

"

Brown Walter W.

137

per

580

5612 Cooperider W. C. et al

"

Rocky Henry

150

6041 Clark John et al

"

Woodhull W. W.

336

5928 Caldwell Gro. et al

"

Magruder U. S. Guards

350

5999 Clark John et al

"

Weisz Reuben

473

6005 Crogan W<sup>m</sup> Unknowns Hrs

"

Ekelberry Frank

545

D  
E  
F  
G  
H  
I  
J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T  
U  
V  
W  
X  
Y  
Z

PLAINTIFF.

VS.

DIRECT.

5978 Wya

5813 Wav

6105 Wca



DEFENDANT.	Adv.	REVERSE.	Page
5978 Hylal Calvin P. et al	"	Brown Wm M.	127
5813 Davids James M et al	"	Pitts James E. et al	289
6105 Bearduff A. M.	"	Rumion Geo.	342

F  
E  
C  
H  
-  
J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T  
W  
Y

PLAINTIFF.

6005 Ebelberry Frank

VS.

"

DIRECT.

20<sup>th</sup> Crogan Unknown Here 545

Page

D



Page  
over Here 545-

DEFENDANT.

Adv.

REVERSE.

F  
G  
H  
I  
J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T  
  
W  
Y

PLAINTIFF.	VS.	DIRECT.	Page
6021 Fullington & Phillips	"	Baldwell Gro.	32
6023 Fullington W. C. Adams	"	Bancroft Henry	64
5527 Ferris C. B.	"	Turver Edmund et al	117
6003 Fowler Ida May	"	Fowler Wm M	334

6022 F...  
5915 F...  
6003 F...



Page

DEFENDANT.

Adv.

REVERSE.

Page

32

6022 Tanner Gro. et al

"

The Gro. Worthington Co

30

64

5915 Fish Solomon et al

"

Said Gro Dodds

100

117

6003 Howler Wm M.

"

Howler Ida May

334

334

G  
H  
I  
J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T  
W  
Y

PLAINTIFF.

VS.

DIRECT.

Page  
25

5968 *Gunn A.S.*

"

*Gunn Flora*

25

5968 *Gunn*

5975 *Glover Amos*

"

*Mr Adow Samuel A. et al*

37

5657 *Gunn*

6064 *Gunn*

5658 *Gunn*



Page  
25

et al 37

DEFENDANT.

Adv.

REVERSE.

Page  
25

5668 Green Flora

"

Green A. L.

5657 Gill Anna et al

"

Adams Emily Admrs 434

6004 Ganes R. C. et al

"

Bowen Michael 483

5658 Graham W<sup>m</sup> H. et al

"

Salvage B. C. 555

H  
I  
J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T  
W  
Y

PLAINTIFF.	VS.	DIRECT.	Page
6000 Hill M. W.	"	Nash Edward et al	28
5749 Hurd John D. Admr	"	Hurd W. H. et al	34
6002 Hill <sup>9th</sup> Lemoor	"	Van Cleve J. W.	66
6001 Hill <sup>9th</sup> Lemoor	"	Van Cleve J. W.	69
5793 Hatcher Flora et al	"	Mrs. Cutler Robert et al	301
5232 Karnes Allen	"	Staley A. J.	418
5993 Kolder Allen M.	"	Butler A. B. et al	465
6008 Henderson Jas. A.	"	Incorporate W of Maryville	510
6101 Hill A. A.	"	Taylor J. D.	530

5749 Hurd  
5932 Hurd  
6023 Hill  
5243 Hill  
5930 Hatcher  
5792 Hatcher



	Page	DEFENDANT.	Adv.	REVERSE.	Page.
et al	28	5749 <i>Burd W. H. et al</i>	"	<i>Burd John D. Admr.</i>	34
	34	5932 <i>Keane Mary M. et al</i>	"	<i>Langstaff Millard S. Admr.</i>	52
	66	6023 <i>Hancock Henry</i>	"	<i>Fullington W. C. Admr.</i>	64
	69	5243 <i>Haines Allen</i>	"	<i>Staley A. J.</i>	428
t et al	301	5930 <i>Byde Wm S. Admr. et al</i>	"	<i>Saville Kibouette Ch. 449</i>	
	418	5792 <i>Hopkins Wm C. et al</i>	"	<i>Shorburg Ida S. et al 492</i>	
al	465				
Marysville	510				
	530				

J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T  
W  
Y

PLAINTIFF.

VS.

DIRECT.



DEFENDANT.

Adv.

REVERSE.

J  
K  
L  
M  
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O  
P  
Q  
R  
S  
T  
  
W  
Y

PLAINTIFF.

VS.

DIRECT.

DEFENDANT.

Adv.

REVERSE.

K

L

M

N

O

P

Q

R

S

T

W

Y



PLAINTIFF.

5916 Knop Mary

VS.

"

DIRECT.

Knop Lewis D.

Page  
507

5916 Knop

Page  
507

DEFENDANT.

5916 Strop Lewis W.

Adv.  
"

REVERSE.

Strop Mary

Page  
507

L  
M  
N  
O  
P  
Q  
R  
S  
T  
W  
Y

PLAINTIFF.

VS.

DIRECT.

Page

5932 Langstaff Millard F. Guard ..

Kawu Mary M. et al

52

5939 Lair

0059 Lau



et al

Page  
52

DEFENDANT.

Adv.

REVERSE.

Page  
91

5939 Baird Samuel W. et al

"

Comm. Mutual Life Ins Co

0059 Laughrey Melissa et al

Wilson Eliza J et al 517

M  
N  
O  
P  
Q  
R  
S  
T  
W  
Y

C  
D  
E  
F  
G  
H  
I  
J  
K  
L  
M

PLAINTIFF.	VS.	DIRECT.	Page
5854 Kearney Jane	"	Courway Mary J. et al	16
5699 Mitchell Elijah	"	Chicago & St. Louis <sup>2</sup> / <sub>0</sub> P. R. R.	83
5928 Magruder U.S. Guard. et al	"	Caldwell Geo. et al	350
5783 Montgomery Sarah	"	Montgomery John Saur	401

M<sup>o</sup>. C  
5793 M<sup>o</sup>.  
5783 M<sup>o</sup>.  
5966 M<sup>o</sup>.

	Page	DEFENDANT.	Adv.	REVERSE.	Page
J. et al	16	M <sup>r</sup> . Adow Samuel A. et al	"	Glover Amos	37
P. R. R.	83	5793 M <sup>r</sup> . Lentine Robert et al	"	Batcher Flora et al	301
et al	350	5783 Moulgouery John Adm <sup>r</sup>	"	Moulgouery Sarah	401
u. Adm <sup>r</sup>	401	5966 Moses W <sup>m</sup> et al	"	Trustees of Christ Church	532

N  
O  
P  
Q  
R  
S  
T  
W  
Y



PLAINTIFF.

VS.

DIRECT.

6000 Has

Z  
M  
L  
K  
J  
I  
H  
G  
F  
E  
D  
C

DEFENDANT.

6000 Nash Edward et al

Adv.

"

REVERSE.

Hill M. W.

Page  
28

O  
P  
Q  
R  
S  
T  
W  
Y

PLAINTIFF.

VS.

DIRECT.

C  
D  
E  
F  
G  
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K  
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M  
N  
O



DEFENDANT.

Adv.

REVERSE.

P  
Q  
R  
S  
T  
W  
Y

PLAINTIFF.

5813 Pitts James C. et al

VS.

"

DIRECT.

Leavids James M. et al

Page

289

P  
O  
N  
M  
T  
K  
J  
I  
C  
H  
E  
F  
D  
C

*U. et al* Page  
289

DEFENDANT.

Adv.

REVERSE.



PLAINTIFF.

VS.

DIRECT.

Q  
P  
O  
N  
M  
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J  
I  
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DEFENDANT.

Adv.

REVERSE.

C  
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F  
G  
H  
I  
J  
K  
L  
M  
N  
O  
P  
Q  
R

PLAINTIFF.

vs.

DIRECT.

Page

5612 Rocky Henry

"

Cooperider W. C. et al

150

5892 Roge

6105 Runniore Geo

"

Dearduff. F. M.

542

5981 Robie

5923 Robie

5733 Rex



Page

DEFENDANT.

Adv.

REVERSE.

Page

et al

150

5892 Rogers Bruj

"

Stralm J. F.

47

542

5981 Robinson Bruce

"

Cunningham

62

5923 Robinson J. S.

"

Slater Charles

77

5733 Russ G. I.

"

Breaston Robert W.

110

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

PLAINTIFF.	VS.	DIRECT.	Page	D
5844 Sutton Sarah K.	"	Snodgrass Wilmore et al	1	5844 Snod
5892 Stralm J. F.	"	Roqueaux Guy	47	5890 Strwa
5923 Slater Charles	"	Robinson J. S.	77	5885 Sleep
5915 Sand & Dodds	"	Lusk Solomon et al	100	5913 Scott
5913 Scott James	"	Scott O. M. & Bro. et al	156	5944 Sabiu
6013 Scott J. W.	"	Walker Minnie et al	327	5824 Stew
5849 Stuart Hugh C.	"	Stuart Alex et al	571	5849 Stew
5243 Staley A. J.	"	Haines Allen	428	5232 Stale
5930 Saville Antoinette K. Epc	"	Hyde Wm J. Adair et al	449	

	Page	DEFENDANT.	Adv.	REVERSE.	Page
etal	1	5844 Snodgrass Belmont et al	"	Sutton Sarah K.	1
	47	5990 Stewart Alex.	"	Brown M. W <sup>es</sup>	59
	77	5885 Shepper Margareta et al	"	Bergre W <sup>es</sup>	71
al	100	5913 Scott O. M <sup>es</sup> Bros et al	"	Scott James	156
al	156	5944 Sabur Keylas & Wife	"	Bank of Richmond	342
al	327	5824 Stewart Alex.	"	Colr J. B.	365
	371	5849 Stewart Alex. et al	"	Stewart Hugh C.	371
	428	5232 Staley A. J.	"	Bairns Allen	418
etal	449				



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

PLAINTIFF.

VS.

DIRECT.

Page

5792 Shouburg Ida S. et al. "

Hopkins W<sup>m</sup> C. et al 492

5527 Turn

5966 Trustees of Christ Church.

Moses W<sup>m</sup> et al 532

0101 Tays

5658 Saluage B. L.

Graham W<sup>m</sup> H. et al 555

Page	DEFENDANT.	Adv.	REVERSE.	Page
B. et al 492	5527 Turner Edmund et al	"	Turner E. B.	117
532	0101 Taylor J. D.	"	Hill A. A.	530
B. et al 555				

PLAINTIFF.

VS.

DIRECT.

C  
D  
E  
F  
G  
H  
I  
J  
K  
L  
M  
N  
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DEFENDANT.

Adv.

REVERSE.

PLAINTIFF.

VS.

DIRECT.

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F  
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I  
J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T

DEFENDANT.	Adv.	REVERSE.	Page
6002 Van Cleve J. W.	"	Hill & Knapp	66
6001 Van Cleve J. W.	"	Hill & Knapp	69
6008 Village of Mansville (Incorporate)		Benderson Jas. S.	510.

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

PLAINTIFF.	VS.	DIRECT.	Page
6000 Her Gas. Worthington Co	"	Truman George	30
6041 Woodhull D. & M.	"	Clark John et al	336
5999 Weisz Reuben	"	Clark John et al	473
6059 Wilson Eliza J et al	"	Langhrey Melissa et al	517

6013 walk  
6100 Wrig  
5638A. Woo



Page  
30

DEFENDANT.

Adv.

REVERSE.

Page  
327.

6013 Walker Minnie et al

"

Scott J. W.

336

6100 Wright Samuel

"

Bank of Richwood

327

473

5638A Woodworth Jasper et al.

Brandall George

380

ss et al 517

PLAINTIFF.

VS.

DIRECT.

C  
D  
E  
F  
G  
H  
I  
J  
K  
L  
M  
N  
O  
P  
Q  
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DEFENDANT.

Adv.

REVERSE.

PLAINTIFF.

VS.

DIRECT.

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DEFENDANT.

Adv.

REVERSE.

PLAINTIFF.

VS.

DIRECT.

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Was continued and held at the Court House in Marysville, within and for the County of Union in the South 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, term, on the 3<sup>rd</sup> day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that heretofore, to-wit, on the 14<sup>th</sup> day of August, 1857, Sarah H. Sutton filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Belmont Snodgrass et al to-wit:

Sarah H. Sutton Plaintiff  
vs  
Belmont Snodgrass <sup>2/3</sup>  
Leacy A. Snodgrass, his wife,  
John S. McCallough <sup>2/3</sup>  
Harry Douglass Defendants

Court of Common Pleas  
Union County Ohio

Now comes the said Sarah H. Sutton, plaintiff and for cause of action herein says:  
First Cause of Action:

That there is due to her from the said Belmont Snodgrass and Leacy A. Snodgrass on their promissory note the sum of Six hundred dollars (\$600<sup>00</sup>) with interest at the rate of eight per cent per annum from the 1<sup>st</sup> day of September 1857, of which promissory note the following is a copy with all the credits and endorsements thereon, to-wit:

Copy of Note.  
\$600<sup>00</sup> Richmond Indiana, March 17<sup>th</sup>, 1857.  
Five years after date I promise to pay to the order of Joseph J. Wilkinson Six hundred dollars at Second National Bank, Richmond Indiana. Value received, without any relief from valuation and appraisement laws, with interest at the rate of eight per cent per annum after maturity, payable semi-annually, <sup>2/3</sup> five per cent. attorney's fee.

The drawers and endorsers severally waive presentment and demand for payment, protest and notice of protest and non-payment of this note. It is expressly agreed that if default be made in the payment of any one of the coupons hereto attached, representing the semi-annual interest on this note, or any part thereof, as they severally become due, then the whole principal sum represented by this note shall, at the option of the holder 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



that on assessment whatsoever, then and in that event, this note and all accrued interest thereon shall immediately become due and may be collected.

Signed. Wilmor Snodgrass  
Leacy A. Snodgrass.

That there are no credits on said note. That said note was duly assigned in writing; for a valuable consideration, before due, to this plaintiff, who is now the lawful owner and holder of said note.

#### Second Cause of Action:

Plaintiff says: that defendants Wilmor Snodgrass and Leacy A. Snodgrass are indebted to her in the sum of thirty dollars (\$30<sup>00</sup>) as attorney fees which according to said contract said defendants agreed to pay in case of collection. Said contract being entered into and made at Richmond in the State of Indiana and by which laws a contract for attorney fees is valid. See Statutes of 1881, Page 1193 of the said State of Indiana Section 5518, and the decision of the Supreme Court of said State in *Juday vs. McElroy* 67 Ind. 10.

#### Third Cause of Action:

The plaintiff says there is due to her from the defendants Wilmor Snodgrass and Leacy A. Snodgrass on their promissory note the sum of twenty-one dollars (\$21<sup>00</sup>) with interest at eight per cent. per annum from the 1<sup>st</sup> day of March, 1887, of which promissory note the following is a copy with all credits and indorsements thereon, to wit:

#### Copy of Note.

\$21<sup>00</sup>. Richmond, Indiana March 17<sup>th</sup>, 1887.  
March 1<sup>st</sup>, 1889, after date, I promise to pay to the order of Joseph J. Dickinson twenty-one dollars at the Second National Bank, Richmond, Indiana (with interest at the rate of eight per cent. per annum, after maturity payable semi-annually) being the 4<sup>th</sup> semi-annual interest on the note hereto attached, of some date herewith and subject to all the conditions of said note.

Signed Wilmor Snodgrass  
Leacy A. Snodgrass.

That there are no credits on said note. That said note was assigned for a valuable consideration before due to this plaintiff who is now the lawful owner and holder of the same.

#### Fourth Cause of Action:

That there is due to this plaintiff from Wilmor Snodgrass and Leacy A. Snodgrass, on their promissory -- the sum of twenty-one dollars (\$21<sup>00</sup>) with interest from the 1<sup>st</sup> day of September, 1889, at the rate of eight per cent. of which promissory note, the following is a copy with all credits and indorsements thereon, to wit:



Richmond, Indiana, March 17<sup>th</sup>, 1887.

September 1<sup>st</sup>, 1889, after date I promise to pay to the order of Joseph J. Dickinson Twenty one dollars, at the Second National Bank, Richmond, Indiana (with interest at the rate of eight per cent. per annum after maturity payable semi-annually) being the 5<sup>th</sup> semi-annual interest on the note hereto attached of even date herewith and subject to all the conditions of said note.

Signed Wilmor Snodgrass  
Leacy A. Snodgrass

That there are no credits on said note. That said promissory note was assigned, for a valuable consideration before due, to this plaintiff who is now the lawful owner and holder of the same.

Fifth Cause of Action:

That there is due to this plaintiff from said Wilmor Snodgrass and Leacy A. Snodgrass the sum of Fourteen  $\frac{2}{4}$   $\frac{4}{10}$  (\$14.40) dollars with eight percent interest from the 27<sup>th</sup> day of December, 1888, for an assessment by the Ohio Mutual Insurance Company of Salina Ohio, which insurance said defendants were to pay, and in default thereof they and in that case this plaintiff could pay it and charge and collect the same under a contract duly entered into by said defendants and which said assessment was promptly paid by this plaintiff and who holds Insurance Company's receipt for said payment.

Sixth Cause of Action:

And for a further cause of action the plaintiff says: That to secure the payment of the above described promissory notes and other like promissory notes all dated on the 17<sup>th</sup> day of March 1887 and made by the said Wilmor Snodgrass and Leacy A. Snodgrass payable to the order of the said Joseph J. Dickinson and by him assigned to this plaintiff as follows: Note No 6 due March 1<sup>st</sup>, 1890; No 7 due September 1<sup>st</sup>, 1890; No 8 due March 1<sup>st</sup>, 1891; and No 9 due September 1<sup>st</sup>, 1891; and No 10 due March 17<sup>th</sup>, 1892, none of which promissory notes last named herein are yet due.

And to secure the payment of all said promissory notes hereinbefore mentioned, according to the tenor and effect thereof, the said Wilmor Snodgrass together with the said wife the defendant Leacy A. Snodgrass, duly executed and acknowledged and delivered to the said Joseph J. Dickinson and by him assigned to this plaintiff (the said Leacy A. Snodgrass joining with her said husband Wilmor Snodgrass in the granting part, the signing and the acknowledgment thereof) their certain deed bearing date on the 17<sup>th</sup> day of March, 1887, and thereby conveyed to the said Joseph J. Dickinson and by him

assigned in writing to this plaintiff in fee simple, freed from all rights including that of dower of the said Lucy A. Snodgrass, in and to the same the following described lands, tenements and hereditaments: Situated in the County of Union, in the State of Ohio and bounded described as follows: Part of Virginia Military Survey N<sup>o</sup> 3351 and part of Tract N<sup>o</sup> 49 in the Village of Marysville, Ohio.

Beginning at the South-east corner of Tract N<sup>o</sup> 49 in said Village of Marysville Ohio. Beginning at the South-east corner of Tract N<sup>o</sup> 49 in said Village: thence with the South line of the same North 88° W. 130 <sup>25</sup>/<sub>100</sub> feet to the South-west corner of said lot, in the East margin of Plum Street; thence with the East line of said Street North 2° E. 35 <sup>25</sup>/<sub>100</sub> feet; thence South 88° E. 130 <sup>25</sup>/<sub>100</sub> feet to the East line of said lot; thence with the same S 2° W. 35 <sup>25</sup>/<sub>100</sub> feet to the beginning. Being the whole of subdivision N<sup>o</sup> 5 of the said Tract N<sup>o</sup> 49 as recorded in Union County Ohio, in Volume of Records N<sup>o</sup> 44, Page 41.

That said mortgage deed was delivered to the Recorder, in the Recorder's Office of said County for record according to law on the 1<sup>st</sup> day of April A.D. 1887 at ten o'clock and twenty-five minutes A.M. and was duly recorded in Volume 24, Page 233 of the Records of Mortgages.

That said deed of mortgage has a condition therein written that in case the said William Snodgrass and Lucy A. Snodgrass should pay or cause to be paid each of said promissory notes when and as they respectively become due, then said deed of mortgage should be void, otherwise to be and remain in full force and virtue.

That said William Snodgrass and Lucy A. Snodgrass have wholly failed to pay said 4<sup>th</sup> and 5<sup>th</sup> promissory notes or any part thereof, though the same are past due. Wherefore said principal note has become due and said deed of mortgage has become absolute and subject to foreclosure.

Said plaintiff further says that the said defendants John C. McCallough and Perry Houghlass have some lien upon or interest in said above described premises.

Wherefore plaintiff asks judgment against said defendants William Snodgrass and Lucy A. Snodgrass for the sum of Six hundred dollars with interest thereon from September 1<sup>st</sup>, 1889 at the rate of eight per cent.

And for the sum of twenty-one dollars with interest thereon at the rate of eight per cent. from March 1<sup>st</sup>, 1889.

And for the sum of Twenty-one dollars with interest thereon at the rate of eight per cent from September 1<sup>st</sup>, 1889.

And for the sum of Fourteen <sup>25</sup>/<sub>100</sub> <sup>40</sup>/<sub>100</sub> dollars with interest thereon at the rate of eight per cent from the 27<sup>th</sup>

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day of December 1888, and for thirty dollars attorney fee.  
 Also that the said John S. M<sup>r</sup> Cullough and Harry  
 Houghlass be required to set up the nature, amounts respec-  
 tively of their said asserted liens or claims in and  
 upon said premises; that said premises be sold, as  
 in and to satisfaction to satisfy plaintiffs said mortgage indebted-  
 ness from the said William Snodgrass and Leacy A.  
 Snodgrass, and the judgment by plaintiffs so to be  
 obtained; that the respective rights, liens and claims  
 of the plaintiff and of the said John S. M<sup>r</sup> Cullough  
 and Harry Houghlass 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 }

W. W. Merchant, being first duly sworn  
 according to law says: that he is the duly authorized  
 attorney of the within named plaintiff Sarah H. Sutton,  
 that said plaintiff is a non resident of said County of  
 Union; that said action is on a contract in writing; that  
 said written instrument is in his hands; that the facts  
 stated and allegations made are as this affiant verily  
 believes, true.

W. W. Merchant.

Sworn to before me and by the said W. W. Merchant  
 subscribed in my presence this 14<sup>th</sup> day of August 1889.

*seal* A. M<sup>r</sup> Erory, Clerk.

Affidavit  
 5844 Afterward, on the 14<sup>th</sup> day of August, 1889, Affidavit  
 was filed with the Clerk of said Court.

Sarah H. Sutton, Plaintiff  
 vs  
 William Snodgrass et al.  
 Defendants.

Affidavit for Publication  
 as to William Snodgrass  
 and Leacy A. Snodgrass.

W. W. Merchant, attorney for  
 plaintiff, makes solemn oath that service of summons  
 can not be made upon the said defendants William  
 Snodgrass and Leacy A. Snodgrass within the State of  
 Ohio; that the residence of the said defendants is in  
 the State of Iowa, County of Woodbury and that their  
 post-office address is Kelly Springs: That an action has  
 since begun, that is affidavit is for the purpose of getting  
 service on said defendants by publication. And this  
 action is one mentioned in Section n<sup>o</sup> 5048 Revised  
 Statutes of Ohio.

W. W. Merchant.

Sworn to and subscribed in my presence this  
 14<sup>th</sup> day of August, 1889.

*seal* A. M<sup>r</sup> Erory, Clerk.

Recd of  
Publication

Legal notice.

5844

Abelmon Snodgrass and Leacy A. Snodgrass, whose place of residence is Keolly Springs, County of Woodbury, in the State of Iowa will take notice that on the 14<sup>th</sup> day of August A. D. 1889, Sarah H. Sutton filed her petition in the Common Pleas Court of Union County, Ohio in Case No 5844 against the above named parties and others, praying for the foreclosure of a mortgage deed made by the said Abelmon Snodgrass and Leacy A. Snodgrass to Joseph J. Dickerson, and by him assigned to this plaintiff on the following described real estate: Situated in the County of Union, State of Ohio in Paris Township and in the village of Marysville, bounded as follows:

Beginning at the South-east corner of Lot No 49 in said Village of Marysville: thence with the South line of the same north 88° - W. 130 <sup>25</sup>/<sub>100</sub> feet to the South-west corner of said lot, in the East margin of Plum Street: thence with the East line of said street north 2° East 35 <sup>25</sup>/<sub>100</sub> feet; thence South 88° - East 130 <sup>25</sup>/<sub>100</sub> feet to the East line of lot; thence with the same South 2° west 35 <sup>25</sup>/<sub>100</sub> feet to the beginning, being the whole of sub-division No 5 of said in-lot No 49, as recorded in Union County, Ohio, in Volume of Records No 44, Page 41.

Sworn to secure a debt on which a balance of Six hundred dollars is due with interest at 8 per cent. from the 1<sup>st</sup> day of September, 1889, and Twenty one dollars with interest at the rate of 8 per cent. from the 1<sup>st</sup> day of March 1889, <sup>2</sup>/<sub>3</sub> Twenty one dollars with 8 per cent. interest from September 1<sup>st</sup>, 1889, and Fourteen dollars <sup>2</sup>/<sub>3</sub> forty cents (\$14. <sup>40</sup>/<sub>100</sub>) with interest at the rate of 8 per cent. from the 27<sup>th</sup> day of December, 1888, and Thirty dollars (\$30<sup>00</sup>) attorney's fee, all of which amounts are set out in the said petition herein filed, and which were assigned to this plaintiff.

Said parties are required to answer on or before the 12<sup>th</sup> day of October A. D. 1889, or judgment may be taken against them.

Sarah H. Sutton.

W. W. Merchant, Attorney for Plaintiff.

August 21<sup>st</sup>, 1889. 6 W.

Printers Fee, \$18. <sup>70</sup>/<sub>100</sub>.

The State of Ohio, }  
Union County, ss }

The undersigned, being duly sworn, says that a copy of the aforesaid 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 August 21<sup>st</sup>, 1889.

W. C. Sharr.

Sworn to and subscribed before me, this 4 day of Nov., 1889.  
[seal] R. W. Gray, Clerk.

Receipt

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Summons

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Chancery

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Afterward, on the 14<sup>th</sup> day of September, 1889, a Chancery was filed with the Clerk of said Court.

Sarah H. Sutton, Plff

vs  
William Snodgrass et al  
Defts.

Chancery

To the Clerk:

Issue Summons to Sheriff of Union County, Ohio, for John T. M<sup>r</sup> Cullough and Harry Douglass, returnable according to law. Endorse said writ: "Action to Foreclose Mortgage."

W. W. Merchant

Attorney for Plaintiff

Summons

5844

Afterward, on the 14<sup>th</sup> day of September, 1889, a Summons was issued by the Clerk, endorsed as follows:

The State of Ohio  
Union County ss

To the Sheriff of said County:

You are hereby commanded to notify John T. M<sup>r</sup> Cullough and Harry Douglass that they et al have been sued by Sarah H. Sutton in the Court of Common Pleas of said Union County, and that unless they answer by the 12<sup>th</sup> day of October, A. D. 1889, the petition of the said plaintiff, against them et al 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<sup>rd</sup> day of September A. D. 1889.

Witness my hand and the Seal of said Court, this 14<sup>th</sup> day of Sept. 1889.  
Endorsed - "Foreclosure of Mortgage" R. M<sup>r</sup> Crony, Clerk.

Sheriff's Return

5844

And afterward, on the 18<sup>th</sup> day of September, 1889, 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
Return		15
Total	\$	3 40

The State of Ohio  
Union County

Sheriff's Return.

Received this Writ September 14<sup>th</sup>, 1889, at 10 o'clock a. m. and pursuant to its command served the same by delivering a certified copy thereof with the endorsement thereon to each of the within named defendants, on the 17<sup>th</sup> day of Sept. 1889.

Thomas Martin, Sheriff.

Motion

5844

Afterward, on the 8<sup>th</sup> day of November, 1889, a motion was filed with the Clerk of said Court.

Sarah H. Sutton, Plff

vs  
William Snodgrass et al  
Defts.

Court of Common Pleas  
Union County Ohio

The defendants now come and for motion ask the Court herein for an order to strike the

petition of the plaintiff from the files and for cause says that the same has not been verified according to law

Motion

H. W. Ayers,

Attorney for defendants.

5844

Afterward, on the 8<sup>th</sup> day of November, 1889, a motion was filed with the clerk of said court.

Sarah H. Sutton Plf.

vs

Helmuth Snodgrass et al. Defs.

Court of Common Pleas  
Union County Ohio.

The defendants Helmuth Snodgrass John S. McCallough & Harry Longlass now come and ask an order of the court herein to require the plaintiff to secure the costs in this action and for cause says she is a non-resident of said County of Union.

H. W. Ayers,

Attorney for defendants

Entry

Afterward, on the 11<sup>th</sup> day of November, 1889, an entry was made on the journal by the clerk of said court.

5844

Sarah H. Sutton Plf.

vs

Helmuth Snodgrass et al. Defs.

Journal 15, Page 176.

This day this cause came on to be heard on the motion of the said defendants to strike the "Petition" of the plaintiff from the files and the court having heard the arguments of the counsel respectively and being fully advised in the premises doth overrule said motion, and the court further ordered that the defendant answer on or before Saturday November 16<sup>th</sup> inst.

Answer

Afterward, on the 16<sup>th</sup> day of November, 1889, the following Answer & Cross-Petition was filed with the clerk.

Cross-Petition

Sarah H. Sutton Plf.

vs

Harry Helmuth Snodgrass  
Longlass Leary A. Snodgrass  
his wife,

Court of Common Pleas  
Union County Ohio.

Answer & Cross-Petition

5844

John S. McCallough  
& Harry Longlass Defs.

The defendant Harry Longlass now comes and for his answer and cross petition herein says:

First defense: That the only consideration for the mortgage and notes described in the petition of the plaintiff was the sum of Six hundred dollars furnished to Helmuth Snodgrass March 17<sup>th</sup>, 1889. That the contract and all the terms of the said furnishing of said sum was made in the State of Ohio. That the several other promissory notes are for interest on the said sum of

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Six hundred dollars and are far in excess of a lawful rate of interest, and is usurious and extortionate. That the attorney fee is also a part of the consideration for the said note of Six hundred is also extortionate, usurious illegal and against public policy and without any consideration. That the said sum of \$14<sup>00</sup> insurance assessment alleged to have been paid by said plaintiff is also a part of the consideration for said note of Six hundred dollars which said Snodgrass had agreed and bound himself to pay said Company. And this defendant denies that the plaintiff did pay said sum of \$14<sup>00</sup> and says the receipt claimed in said petition is false and fraudulent and untrue.

This defendant denies that the said plaintiff is the owner and holder of any of the notes described in said petition and charges that the same are held by the plaintiff to avoid the aforesaid defenses and are a sham and fraud on the rights of this defendant and his co-defendants John T. McCallough, and that the same are placed in the possession without consideration by one Joseph J. Dickinson the payee thereof.

That he holds the second best lien on said premises as hereinafter pleaded and if the plaintiff is permitted the aforesaid several sums it will materially impair this defendant's security on his said claim.

Second Defense:

The plaintiff says the defendant Melmore Snodgrass made and delivered to him the following promissory note.

\$750<sup>00</sup> August 5<sup>th</sup>, 1887.

Six months after date I promise to pay to Perry Houghlass Seven hundred and fifty dollars at the rate of eight per cent interest per annum. Value received.

Melmore Snodgrass.

To secure the payment of said note the said Melmore Snodgrass together with his wife Leacy A. Snodgrass duly executed acknowledged and delivered to the said Perry Houghlass their mortgage deed of date August 5<sup>th</sup> 1887 and thereby, on the conditions hereinafter named, conveyed to this defendant the following described premises situated in Village of Marysville, Union County, Ohio, described as follows, to wit: Being forty-five feet in width off the South side of lot N<sup>o</sup> Forty-nine (49) fronting on East Street: and thence extending East parallel with Center Street to the Eastern boundary line of said lot N<sup>o</sup> 49 and being that part of the said lot on which the Lewry Stable now stands in said Town of Marysville.

That said mortgage deed was delivered to the Recorder of Union County, Ohio, on the 30<sup>th</sup> day of September



a. w. 1887 at 10 o'clock a. m. and was duly recorded October 10<sup>th</sup> 1887 in Volume 25, Page 208 of the Records of mortgages.

The conditions contained in said mortgage deed were that if the said William Snodgrass should pay said note when the same became due then the same was to be void otherwise to remain in full force and virtue in law.

That no part of said note has been paid. That said mortgage has become absolute. That there is due from the defendant William Snodgrass to this defendant on the above note the sum of Seven hundred and fifty dollars with interest at 8 per cent. from August 5<sup>th</sup> 1887.

This defendant says that the mortgage described in the said plaintiffs petition is upon other lands than and besides the lands named in this defendants mortgage and of sufficient amount and value to satisfy all of plaintiffs claim; and this defendant asks that she may be required and ordered to exhaust the lands in addition to the lands described in this defendants mortgage for whatever sum if any may be found due her by reason of the premises. That the same is several in lots so as not to impair the value thereof by such sale.

That this defendants mortgage may be foreclosed and the premises described therein ordered to be sold and the proceeds applied to the payment of said note and accretions ordered for the balance and for all proper relief.

W. W. Ayers  
Attorney for Orry Douglass.

State of Ohio  
Union County ss

The above named defendant Orry Douglass being sworn says the facts stated and allegations in the foregoing answer and cross-petition are as he believes true.

Orry Douglass.

Sworn to before me and signed in my presence this 16<sup>th</sup> day of November, 1889.

J. A. McHowell, J. C.

Reply

Afterward, on the 20<sup>th</sup> day of November, 1889, a Reply was filed with the Clerk of said Court.

5844

Sarah H. Sutton

Plif

Court of Common Pleas.

William Snodgrass et al defts

Now come the plaintiff Sarah H. Sutton and for reply to the answer and cross-petition of Orry Douglass says:

That she admits the facts stated in the defendants Second Cause of Deforc, "that he has a lien on the premises described in plaintiffs petition", but denies that said premises are several and that can be sold in parcels

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That she avails back and worry allegation stated in defendants first cause of defence, except that said principal note was for the sum of six hundred dollars and that said other notes mentioned in plaintiffs petition were found rest on said principal note.

Wherefore plaintiff prays judgment against the said defendants as prayed for in plaintiffs petition  
W. W. Merchant,

State of Ohio  
Union County ss

Attorney for Plaintiff

W. W. Merchant, being first duly sworn says that he is the duly authorized attorney of the said Sarah K. Sutton: That she is a non-resident of said County; that said action is on a contract in writing; that said contract is in his possession; that the facts stated are as he believes, true.

W. W. Merchant

Sworn to before me and by the said W. W. Merchant subscribed in my presence this 20<sup>th</sup> day of November, 1889.

A. M. Erory  
Clerk of Courts.

entry  
was made on the Journal by the clerk of said Court  
N<sup>o</sup>. 1. Sarah K. Sutton  
vs  
5844 Helmore Snodgrass et al. debt  
Journal 15. Page 288.

This day this cause came on for hearing on the petition and answer and cross-petition of the defendant Perry Douglass and the evidence and the same was submitted to the Court.

On consideration whereof the Court find that there is due from the defendants Helmore Snodgrass and Lucy A. Snodgrass to the plaintiff sum of six hundred and ninety-nine  $\frac{2}{10}$   $\frac{7}{10}$  dollars with interest thereon at eight per cent. from the first day of the present term of Court, to-wit; March 3<sup>d</sup>, 1890.

The Court further find that said defendants Helmore Snodgrass and Lucy A. Snodgrass executed the mortgage set forth in plaintiffs petition herein filed and on the premises therein described to secure the payment of said indebtedness as above found due, and that the same is the first and best lien on said premises.

It is therefore considered, ordered and decreed by the Court that an order issue to the Sheriff of said Union County, Ohio, commanding to appraise, advertise and sell said premises as upon execution and bring the proceeds into Court for distribution in accordance with this order.



Entry afterward, on the 20<sup>th</sup> day of March, 1890, the following entry was made on the Journal by the Clerk of said Court.

N<sup>o</sup> 2 Sarah H. Sutton Plff.

Journal 15<sup>th</sup> Page 288

5844 Belmore Snodgrass et al. Dfts.

This day this cause came on for hearing on the answer and cross-petition of the defendants Orry Houghlass, and the said defendants Belmore Snodgrass and Leacy A. Snodgrass being in default for answer and demurrer to said answer and cross-petition the Court find that the allegations therein contained as against said defendants are true and that there is due from said defendant Belmore Snodgrass to said defendant Orry Houghlass on the note set up in said answer and cross-petition the sum of nine hundred and four <sup>2</sup>/<sub>10</sub> <sup>7</sup>/<sub>10</sub> dollars with eight per cent interest from the first day of the present term of Court, to-wit: March 3<sup>rd</sup>, 1890.

The Court further find that the said defendants Belmore Snodgrass and Leacy A. Snodgrass executed the mortgage described in said answer and cross-petition and on the premises described in plaintiff's petition herein and is the second best lien on said premises.

It is therefore considered, ordered, and decreed by the Court that an order issue to the Sheriff of said Union County, Ohio, commanding him to appraise, advertise and sell said premises as upon execution, and bring the proceeds into Court for distribution.

Order of Sale afterward, on the 14<sup>th</sup> day of April 1890, an Order of Sale was issued by the Clerk of said Court.

5844 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 Mansville in said County of Union on the 20<sup>th</sup> day of March 1890 Sarah H. Sutton obtained a judgment and decree against Belmore Snodgrass & Leacy A. Snodgrass for the sum of Six hundred and ninety-nine <sup>2</sup>/<sub>10</sub> <sup>7</sup>/<sub>10</sub> dollars in favor of plaintiff and nine hundred and four and <sup>6</sup>/<sub>10</sub> dollars in favor of Orry Houghlass.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Belmore Snodgrass and Leacy A. Snodgrass within five days from the 20<sup>th</sup> day of March, A. D. 1890, pay unto the said Sarah H. Sutton, and Orry Houghlass the sum of Six hundred and ninety-nine <sup>2</sup>/<sub>10</sub> <sup>7</sup>/<sub>10</sub> to plaintiff the said sum of nine hundred and four <sup>6</sup>/<sub>10</sub> <sup>7</sup>/<sub>10</sub> dollars to Houghlass with interest from the 3<sup>rd</sup> day of March 1890 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

Judgment in the p... aforesaid and cost... as app... delay to... statute... following Ohio, to... part of... in said... Clerk of... of said... with the... S. 88<sup>th</sup> E... with the... In test... W... carry s... agreed... sale the... regulat... proceed... and d... and the... to our... the da...  
Sheriffs Return Sheriff Office id 5844 The St Union A. D. 1890 inquires three C County, duly a return \$1100<sup>00</sup> ) forthwith



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 \$ 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: Part of Virginia military Survey N<sup>o</sup>: 3351 <sup>2/4</sup> part of Tr Lot N<sup>o</sup>: 49 in the Village of Marysville Ohio.

Beginning at the South-east corner of Tr Lot N<sup>o</sup>: 49 in said Village of Marysville Ohio; thence with the South line of the same N. 88° W. 130 <sup>2/5</sup> feet to the South west corner of said lot in the East margin of Ohio Street; thence with the East line of said Street N 2° E 35 <sup>2/5</sup> feet; thence S. 88° E. 130 <sup>2/5</sup> feet to the East line of said lot; thence with the same S. 2° W. 35 <sup>2/5</sup> feet to the place of beginning.

Being the whole of Sub-division of N<sup>o</sup>: 5 of said Tr Lot N<sup>o</sup>: 49.

We therefore command you, That you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you report 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 14<sup>th</sup> day of April 1890  
A. W. Croy, Clerk.

Sheriff's Return

5-844

And afterward, on the 24<sup>th</sup> day of May, 1890, 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  
Received this writ the 14<sup>th</sup> day of April A. W. 1890, and on the 15<sup>th</sup> day of April A. W. 1890 I called an inquest of Hays Aird, Henry Harrington and John Wiley 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: \$1100<sup>00</sup>) 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

Service	3	60	of sale of said Real Estate to be given for
Levy		50	more than thirty days (to wit: five consecu-
Sum. Appre			tive weeks) before the day of sale by adver-
Swear. " "	1	20	tisement in the "Marysville Tribune" a
Writing Apprl.		30	newspaper printed in said Union County
Copy of " "		30	and of general circulation therein, as
Notice to Printer		30	will appear by a copy of said advertise-
Affidavit of		30	ment hereto attached.
Writing Notice		30	And on the 17 <sup>th</sup> day of May, 1890 at the
Mileage		32	door of the Court House, in Marysville, Ohio
Boardage	11	40	at the hour of our o'clock P. M. of said day
Return		25	the time and place of sale specified in
Total	\$15	77	said notice I offered the within described
Appraisers Fees	3	00	Real Estate at public auction; and there
Printers Fees	13	25	and there struck off and sold same to

J. W. Hilton for the sum of Seven hundred and sixty dollars, he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Proof of Publication was filed with the Clerk of said Court.

Sarah H. Sutton

Sheriff Sale

5844

On Order of Sale

W. W. Snodgrass et al. Court of Common Pleas, Union Co. 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, May 17<sup>th</sup>, 1890, at or about the hour of our o'clock P. M. on said day the following described real estate, to wit:

Situated in the Township of Paris, County of Union and State of Ohio, and bounded and described as follows,

Part of Virginia Military Survey N<sup>o</sup>. 3351 and part of Tr. Lot N<sup>o</sup>. 49 in the Village of Marysville, Ohio, beginning at the South-east corner of Tr. Lot N<sup>o</sup>. 49 in said Village of Marysville, Ohio; thence with the South line of the same North 88° W. 130<sup>2/100</sup> feet to the South-west corner of said lot in the East margin of Plum Street; thence with the East line of said street North 2° East 35<sup>2/100</sup> feet; thence South 88° East 130<sup>2/100</sup> feet to the East line of said lot; thence with the same South 2° W. 35<sup>2/100</sup> feet to the place of beginning, being the whole of Sub-division of said N<sup>o</sup>. 5 of said Tr. Lot N<sup>o</sup>. 49.

Appraised at \$1,100.

Terms of Sale, Cash.

April 16<sup>th</sup>, 1890, 5 W.H.

Thomas Martin, Sheriff of Union County, Ohio.

Printers Fees. \$13.25

W. W. Merchant, Attorney.

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The State of Ohio  
Union County ss

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with April 16<sup>th</sup>, 1890.

W. D. Stararr.

Sworn to and subscribed before me this 27<sup>th</sup> day of May 1890.

seal

A. W. Gray, Clerk.

By W. M. Wueget, Deputy.

Entry Afterward, on the 26<sup>th</sup> day of June, 1890, the following entry was made on the journal by the Clerk of Court.

5844 Sarah H. Sutton Plf.

Journal 15, Page 361.

vs  
Delmore Snodgrass et al Defs.

Order of confirmation, order for deed and distribution.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful reamination 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 by the Court that the said Sheriff convey to the purchaser J. W. Siltou by deed according to law the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lien holder in said premises so far as they may be paid herein for the protection of his title.

It is further ordered that the Clerk cause satisfaction of the mortgages herein said 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 seven hundred and sixty (\$760<sup>00</sup>) dollars. It is ordered that the

Sheriff out of the money in his hands pay  
First. To the Treasurer of this County the taxes and penalty and interest against said property, to wit: the sum of \$40.74.

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

Third. To the plaintiff Sarah H. Sutton, the sum of \$717.50

Fourth. To the defendant Perry Douglass the sum of \$

Fifth. To the defendant Delmore Snodgrass the balance if any the sum of \$.



Clerk continued and held at the Court House in Marysville, within and for the County of Union, in the South 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 22<sup>nd</sup> day of November in the year of our Lord one thousand eight hundred and eighty nine.

On it remembered that, heretofore, to-wit, on the 14<sup>th</sup> day of September, 1889, Jane Maloney filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mary Conway et al. to-wit:

Petitioner Jane Maloney. Alf.

vs. In Union County Court of Common Pleas.

waiver

5854 Mary J. Conway,  
Elizabeth Conway,  
Otho J. Conway. Wife.

5854

The plaintiff, Jane Maloney says, that on the 26<sup>th</sup> day of July, 1889, one Wmms Conway, departed this life intestate, and seized in fee simple of the following lands and tenements, to-wit: Situated in the County of Union, in the State of Ohio, near the Village of Milford Center, beginning at the stake in the line of the State Road, even with the east side of the Presbyterian meeting house; thence with the said road easterly 56 feet to the stake which is the beginning of the corner; thence northerly, in a parallel line with the east side of said meeting house and at right angle with the road, 56 feet from the meeting house to Darby's Creek; thence with the meandering down the Creek to the corner of lands belonging to the heirs of Harvey Cunningham, decedent; thence southerly, on a line of lands deeded by Jason Rice to Ambrose O. Mann to the road; thence with the road to the beginning.

That the said Wmms Conway left no will, and said lands and tenements descended to his heirs, and legal representatives, in the following proportions to-wit:

To the plaintiff, Mary J. Conway, and Elizabeth Conway daughters of said Wmms Conway, each an undivided one-fourth part thereof.

And to Otho J. Conway, son of said decedent, an undivided one-fourth part thereof.

The petitioner desires to hold her interest in said property in severalty and to that end she now prays the Honorable Court, that said lands and tenements may be partitioned by metre and bounds, and if the same cannot be done, without manifest injury, then that such orders may be made and proceedings had as may be authorized by law.

J. L. Cameron,

Attorney for Plaintiff

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State of Ohio  
Union County ss

J. L. Cameron, being first duly sworn says,  
that he is the attorney for the plaintiff, duly authorized  
That the plaintiff is not a resident of said County  
of Union and that the affiant believes the facts stated  
and allegations made in the foregoing petition, to be true  
J. L. Cameron

Sworn to before me and signed in my presence  
this 14<sup>th</sup> day of September, 1889.

[Seal] A. M. Gray, Clerk.

waiver  
Afterward, on the 20<sup>th</sup> day of September, 1889,  
waiver of summons was filed with the Clerk of this Court

5854 Jane Malourey Alf

In Union County Court of  
Common Pleas

vs  
Mary J. Conway  
Elizabeth Conway  
Peter J. Conway, heirs

The undersigned being made  
defendants in the above case hereby waive the issuing  
and service of summons and enter our appearance  
and consent to the prayer of the said petition.  
Mary J. Conway  
Elizabeth Conway

Affidavit  
Afterward, on the 8<sup>th</sup> day of October, 1889, Affidavit  
was filed with the Clerk of this Court.

5854 Jane Malourey Alf

Court of Common Pleas

vs  
Mary J. Conway et al. heirs

Jane Malourey, plaintiff, being  
first duly sworn, says that service of summons cannot  
be made in this State on the defendant Peter J. Conway  
and that his residence and post office address are both  
to plaintiff unknown, and that this action is one mentioned  
in Section Five thousand and forty-eight of the Revised  
Statute of Ohio, to wit: An action for partition of land in  
Union County, Ohio.

Affiant says that she has used reasonable diligence  
to learn the residence and post office address of said  
Peter J. Conway; that when last heard from his address  
was Centralia Illinois, and that she has caused her  
attorney to write to the post master at Centralia, and  
that her attorney has received an answer that said  
Peter J. Conway does not get his mail at that office.

Affiant says she is unable to find the residence  
or address of said Peter J. Conway, and she desires to  
make service by publication.

Jane Malourey



sworn to before me and signed in my presence  
this 5<sup>th</sup> day of October, 1889.

Fred. G. Leitch, Notary Public  
Lawrence County, Ohio.

Legal Notice

Enter J. Conway, whose residence is unknown, will  
take notice, that on the 14<sup>th</sup> day of September, 1889, James  
Maloney filed his petition in the Court of Common Pleas  
of Union County, Ohio, in Case No. 5854, against the said  
Enter J. Conway and others, praying for partition of the  
following described lands, to-wit: Situate in the County  
of Union and State of Ohio, near the Village of Wilford Center  
beginning at a stake in the State Road near with the  
east side of the Presbyterian meeting house; thence with  
said road easterly fifty-six feet to a stake, which is the  
beginning corner; thence northerly in a parallel line  
with the east side of said meeting house and at right  
angles with said road 56 feet from the meeting house to  
Warby Creek; thence with the meandering down the creek  
to the corner of lands belonging to the heirs of Harvey  
Burrham, deceased; thence southerly on a line of lands  
deeded by Jason Rice to Ambrose O. Mann to the road; thence  
with the road to the beginning.

Said Enter J. Conway is required to answer on  
or before the 30<sup>th</sup> day of November, 1889, or judgment will be  
taken against him.

J. L. Cameron,

Attorney for plaintiff.

October 9<sup>th</sup>, 1889, G.W.A.  
Printers Press No. 12. 25

The State of Ohio  
Union County ss

The undersigned, being duly sworn, says  
that a copy of the aforesaid 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 October 7<sup>th</sup>, 1889.

W. C. Shearer.

Sworn to and subscribed before me, this 5<sup>th</sup> day of  
November, 1889.

[Seal] A. M. Gray, Clerk.

Entry

5854 upward, on the 3<sup>rd</sup> day of November, 1889, an entry  
was made on the Journal by the Clerk of said Court.

James Maloney

vs

Mary J. Conway et al

Journal 15, Page 203

And now this cause coming on to be heard  
upon the petition and the evidence, the Court finds that all

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of the defendants have had our and legal notice of the pendency and demand of said petition and that they are in default for answer thereto.

Thereupon, the Court further finds that the plaintiff and the defendants herein after named are tenants in common in the estate described in the petition; that the plaintiff, Jane Malourey has a legal right to the one-fourth thereof; the defendants Mary J. Conway Elizabeth Conway and Omer J. Conway have each a legal right to the one-fourth part thereof; and that the plaintiff is entitled to have partition of said estate made as prayed in her petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest. And Albert S. Goodwin, Martin Witzel and Milo Simball their judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County Ohio, commanding him that by the oaths of the Commissioners above named the same to be set off and divided to each of the above named parties, the part and proportions of said estate to which they are severally above found entitled. And of this proceedings herein said Sheriff is ordered to make due return.

writ of  
Partition

Afterward, on the 3<sup>rd</sup> day of December, 1889, a writ of Partition was issued by the Clerk of this Court.

5854

The State of Ohio,  
Union County ss:

To the Sheriff of said County  
We command you, that without delay, by the oaths of Albert S. Goodwin, Martin Witzel and Milo Simball you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to wit: Near the village of Milford Center; Beginning at a stake in the line of the State Road now with the East side of the Presbyterian meeting house; thence with said road Easterly 56 feet to the stake which is the beginning of the corner; thence northerly in a parallel line with the East side of said meeting house and at right angles with the road 56 feet from the meeting house to Harby Creek; thence with the meanderings down the Creek to the corner of lands belong to the heirs of Harvey Burnham, deceased; thence southerly on a line of lands deeded by Jason Rice to Abram O. Mann, to the road; thence with the road to the beginning, among the persons named herein, and in the following proportions, to wit: To Jane Malourey, the one-fourth ( $\frac{1}{4}$ ) part; to Mary Conway

the one-fourth (1/4) part; to Elizabeth Conway the one-fourth part; to Peter J. Conway the one-fourth (1/4) part, in pursuance of an order lately made in our Court of Common Pleas, within and for said County of Union, in a certain civil action, wherein the said Jane Maloney, plaintiff, and the said Mary J. Conway, Elizabeth Conway and Peter J. Conway are defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our Court forthwith.

Witness my hand and the seal of Court of Common Pleas, at the Court House in Marysville, this 3<sup>rd</sup> day of December, A. D. 1859.  
A. M. Gray, Clerk.

Sheriff's Return

Sheriff's Fees	
Service	\$ 30
Mileage	1 00
De. writ	1 20
Sworn Com.	1 20
Report of	50
Return	25
Total	\$4 45
Com. Fees	3 00

Sheriff's Return  
As commanded by the foregoing writ of Partition, I have returned the same by the paths of A. B. Goodwin, Martin Witzel, and Milo Kimball causing partition to be made, as will appear by the report of the Commissioners, herewith returned.

Given under my hand this sixth day of December, A. D. 1859.  
Thomas Martin, Sheriff.

Commissioners' Report

Jane Maloney  
vs  
Mary J. Conway et al

Union County Court of Common Pleas.

According to the command of the writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same at Five Hundred and fifty dollars.

Given under our hands, this 6<sup>th</sup> day of December A. D. 1859.

A. B. Goodwin  
Martin Witzel  
Milo Kimball  
Commissioners.

Entry

Afterward, on the 10<sup>th</sup> day of December, 1859, the following entry was made on the Journal by the Clerk.  
Jane Maloney, Plaintiff

vs  
Mary J. Conway et al. Defendants  
Journal 15, Page 218

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing that said estate cannot be divided

by miles and thereof, as returned the sum find the and in confirm the And take the of the plan at public Sheriff of his proceed

Order of Sale in Partition

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Common Court November in said Mary J. Conway defendant to sell, at partition to begin with the tract is the big link with right and Warby Co to the Court decided be with that that you to our sa and hav

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Sheriff's Return

of said Court in said Court As and ten days with

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by miles and bounds without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said premises, to wit: in the sum of Five hundred and fifty dollars. The Court find the said return and proceeding in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon writeth of said parties electing to take the said premises at their appraised value, on motion of the plaintiff, it is ordered that said premises be sold at public auction, and that an order issue therefore to the Sheriff of Union County. And that said Sheriff return this proceedings to this Court without unnecessary delay.

Order of  
Sale

Afterward, on the 15<sup>th</sup> day of April, 1890, Order of Sale in Partition was issued by the Clerk of said Court.

Partition

The State of Ohio

Union County ss To the Sheriff of Union County.

5-854

On pursuance of the order of our Court of Common Pleas, within and for the County of Union at the November term A. D. 1890 in a certain civil action now pending in said Court, wherein Jane Maloney, plaintiff, and Mrs. J. Conway, Elizabeth Conway and Orlan J. Conway, defendants, we command you that, without delay, you proceed to sell, at public auction, the lands and tenements in said partition described, to wit: Near the Village of Milford Butler beginning at a stake in the line of the State Road now with the East side of the Presbyterian meeting house; thence with said road easterly 56 feet to the stake which is the beginning corner; thence northerly in a parallel line with the East side of said meeting house and at right angles with the road 56 feet from the meeting house to Warby Creek; thence with the meanderings down the creek to the corner of lands belonging to the heirs of Henry Cunningham, deceased; thence southerly on a line of lands deeded by Jason Dick to Aruben O. Mann to the road; thence with the road to the beginning. Appraised at \$550<sup>00</sup>; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you thru and there this writ.

Witness my hand and the seal of the said Court  
at Marienville, this 15<sup>th</sup> day of April, A. D. 1890.

A. M. Croxy, Clerk.

Sheriff  
Return

And afterward, on the 24<sup>th</sup> day of May, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

5-854

As commanded by this writ, I have caused the lands and tenements herein described to be duly advertised for thirty days with preceding the day of sale in the Marienville Tribune.



a newspaper printed and in general circulation in Union County, Ohio; and on the 17<sup>th</sup> day of May, A. D. 1890 at 1 o'clock P. M. on said day, at the door of the Court House in said County, I offered for sale at public auction, the lands and tenements described in this writ: and there and then came C. C. Samba who bid for said premises the sum of six hundred dollars, said sum being more than two thirds of the appraised value: and he being the highest and best bidder, I declared the purchaser.

Service	15	75
Mileage		80
Cop. to Ctr.		30
Boarding	4	50
Adm'n		25
Appraisal of Ctr.		30
Writ		2 00
Total	19	90
Subscribed by me	15	00

Thomas Martin, Sheriff.

Proof of Publication  
Garr Maloney

Court of Common Pleas, Union County Ohio  
Order of Sale in Partition.

5854 Mary Conway et al

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, May 17<sup>th</sup>, 1890, 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 Union, County of Union and State of Ohio, and bounded and described as follows:

Near the Village of Wilford Center, beginning at a stake in the line of the State Road worn with the east side of the Presbyterian meeting house; thence with said road easterly 56 feet to the stake which is the beginning corner; thence northerly in a parallel line with the east side of said meeting house and at right angles with the road 56 feet from the meeting house to Harby Creek; thence with the meanderings down the Creek to the corner of lands belonging to the heirs of Henry Burnham, deceased; thence southerly on a line of lands deeded by Jason Aick to Ambrose Mann to the road; thence with the road to the beginning.

Appraised at \$550<sup>00</sup>. Terms of Sale: One-third cash on day of sale, one-third in one year and one-third in two years.

Deferred payments to be secured by mortgage on the premises.

Thomas Martin, Sheriff.

April 16<sup>th</sup>, 1890, 5 times. Printer Fee \$15<sup>00</sup>.

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 April 16<sup>th</sup>, 1890.

W. O. Shearer

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sworn to and subscribed before me, this 27<sup>th</sup> day of May  
1890.

A. M. Gray, Clerk

By W. M. Vincent, Deputy.

Entry Afterward, on the 2<sup>nd</sup> day of June, 1890, the following  
entry was made on the Journal by the Clerk of said Court.

5854 Jank Malourey

vs

Mary J. Conway et al

Journal 15, Page 319.

On motion to the Court by A. A. Showalter through F. F. Arthur, his attorney, and it being made to appear that said A. A. Showalter claims to have a mortgage on the lands sold in this case. It is ordered that said A. A. Showalter be and he is hereby made party defendant and permitted to file his answer setting up his mortgage interest. Said answer to be filed by June 7, 1890.

Entry Afterward, on the 3<sup>rd</sup> day of June, 1890, the following  
entry was made on the Journal by the Clerk of said Court.

5854 Jank Malourey

vs

Mary J. Conway et al

Journal 15, Page 320.

This cause came on for hearing upon the return of the Sheriff and the report of Commissioners heretofore appointed herein, and on motion to confirm the same, and it appearing from said report that said estate could not be divided by miles and bounds without injury to the value thereof and the said Commissioners have appraised the same free of the dower of said Edmund Turner at \$100<sup>00</sup>. And the Court finds said proceedings and report in all respects in conformity to law, and do therefore approve and confirm the same. And none of said parties electing to take said premises at the appraised value thereof, on motion of the plaintiff it is ordered the said estate be sold at public sale and free of the dower of said Edmund Turner and that an order therefore issue to the Sheriff of Union County.

And said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Entry Afterward, on the 26<sup>th</sup> day of June, 1890, the following  
entry was made on the Journal by the Clerk of said Court.

5854 Jank Malourey

vs

Mary J. Conway et al

Journal 15, Page 356.

On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the fourth order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings,



and sale are hereby approved and confirmed.

And the said Sheriff is ordered by order duly recited to convey said premises to the purchaser E. B. Sanborn in fee simple.

And it appearing to the Court that said Orrin Conway in his life time recited to A. A. Showalter a mortgage on said premises which mortgage is recorded in Volume No. 13 on Page 318 & 319 of Union County Records and bears date January 5<sup>th</sup> 1877.

And the said A. A. Showalter having on his own motion been made party defendant herein and required to file his answer setting up his mortgage lien if any still exists. And said Showalter failing and declining in open Court to file answer the Court find from the evidence that his mortgage is only a claim upon said premises and that the same should be cancelled.

It is ordered by the Court that said mortgage be cancelled and the Clerk of this Court is directed to cause the same to be done.

Coming now to the distribution of the proceeds of said sale amounting to \$600<sup>00</sup> it is ordered that the Sheriff pay

First. To the Treasurer of said County the taxes that are due upon said premises.

Second. To the Clerk of this Court the costs of this proceeding including a consent fee of \$30<sup>00</sup> to J. B. Cameron for his services herein taxed to \$<sup>00</sup>.

Third. That of the residue of the proceeds of said sale to plaintiff one fourth part thereof and to Mary J. Conway and Elizabeth J. Conway each one fourth part thereof.

And it appearing to the Court that the residence of Orrin J. Conway is unknown and that he is not a resident of this State.

It is ordered by the Court that Michael Maloney be and he is hereby appointed a trustee for the portion of said Orrin J. Conway, to wit: the one fourth part thereof, and it is ordered that said trustee before entering upon his duty give bond in the sum of \$150 for the fulfillment and faithful performance of said trust.

Attest *R. M. Erny* clerk



Oliver  
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Judicial  
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On  
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Flora Erny  
Petition A. L. Erny  
vs  
5968 Flora Erny

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Case continued and held at the Court House in Marysville, within and for the County of Union, in the Southern Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Orick, Judge of said Court, of the term of May, to-wit, on the 26<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 17<sup>th</sup> day of April, 1890, A. L. Green filed in the Clerk's office of the said Court of Common Pleas the following Petition against Flora Green, to-wit:

Petitioner A. L. Green Plaintiff vs 5968 Flora Green Defendant		Court of Common Pleas.
---	--	------------------------

Plaintiff has been a resident of the State of Ohio for the year last past and is now a bona fide resident of Union County Ohio.

On or about the 24<sup>th</sup> day of October, A. D. 1883 he was married to the defendant. There are no children by said marriage. That the defendant in disregard of her marital duties on or about the 24<sup>th</sup> day of January, 1889 refused to cohabit or live with the plaintiff, and in the following June of 1889 wholly abandoned the plaintiff and her whereabouts has since that time remained unknown to the plaintiff.

Plaintiff says that during all of said time he has been able and willing to provide for the defendant but she has as aforesaid refused to live with him.

Wherefore plaintiff prays that he may be divorced from the defendant and such other relief as is proper.

State of Ohio Union County ss		W. W. Ayres, Attorney for Plaintiff.
----------------------------------	--	---

A. L. Green being first duly sworn says the facts stated and allegations in his foregoing petition are as he believes true.

A. L. Green.

Sworn to before me and signed in my presence by the said A. L. Green this 17<sup>th</sup> day of April 1890

{seal}

A. M. Crony Clerk  
 by W. M. Wright Deputy

Proof of Publication was filed with the Clerk of said Court.

5968 A. L. Green, Plaintiff

vs  
Flora Green, Defendant

Divorce Notice  
Court of Common Pleas,  
Union County Ohio.

Flora Green, whose place of residence is unknown will take notice that on the 17<sup>th</sup> day of April, A. D. 1890, A. L. Green filed his petition in the Court of Common Pleas, Union County, Ohio praying a divorce from said Flora Green on the ground of gross neglect of duty and that said cause will be for hearing on and after June 1<sup>st</sup>, 1890.

Testers Per \$3<sup>00</sup>  
The State of Ohio  
Union County ss.

The undersigned, being duly sworn, says that a copy of the aforesaid notice was published for six consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with April 23<sup>rd</sup>, 1890.

Sworn to and subscribed before me, this 18<sup>th</sup> day of June, 1890.

A. M. Crony, Clerk.

Cross-Petition was filed with the Clerk of said Court

5968 A. L. Green Plaintiff

vs  
Flora Green Defendant

Court of Common Pleas.

now asks the Court  
petition to  
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name F.

Entry after  
on the 10<sup>th</sup>  
5968 A. L. Green

vs  
Flora Green

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Attest

now comes the defendant and by way of cross-petition asks the Court that if it should find the facts in the petition true and if it should grant a divorce in this case that said defendant may be restored to her maiden name Flora Langstaff.

W. C. Hooper

Attorney for defendant.

Entry

Afterward, on the 24<sup>th</sup> day of June, 1890, an entry was made on the Journal by the Clerk of said Court.

5968

A. L. Green

vs

Flora Green

Journal 15<sup>th</sup>, Page 350.

This cause came on this day to be heard on the petition the answer of the defendant Flora Green and the evidence, and on consideration thereof, the Court find that the plaintiff at the time of filing his said petition had been a resident of the State of Ohio for one year well preceding the same and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

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

It is therefore ordered and adjudged that the marriage contract heretofore existing between the said A. L. Green and Flora Green be and the same hereby is dissolved and both parties are released from the obligations of the same.

And it is further ordered that the defendant be and she hereby is restored to her maiden name of Flora Langstaff.

And it is further ordered by the Court that the plaintiff pay the costs of this proceeding. And execution is awarded therefor.

Attest M. Brown, clerk

L

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Orick, Judge of said Court, of the term of May, A.D., on the 26<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety.

On and remembered that heretofore, to-wit, on the 24<sup>th</sup> day of May, 1890, M. W. Hill filed in the Clerks Office of the said Court of Common Pleas the following Petition against Edward Nash et al to-wit:

Petitioner M. W. Hill

Court of Common Pleas  
Union County Ohio

6000 Edward Nash et al  
C. Mulvain

Plaintiff says: On or about the 31<sup>st</sup> day of January 1890 the defendants executed and delivered to him their promissory note of that date, 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 plaintiff is still the legal owner thereof, and there is due him thereon from said defendants the sum of one hundred dollars and 8 per cent. interest thereon from January 31<sup>st</sup>, 1890.

Wherefore plaintiff prays judgment against said defendants on said note for said sum of one hundred dollars and eight per cent interest thereon from January 31<sup>st</sup>, 1890, and costs.

S. S. Gardiner,  
Attorney for Plaintiff.

State of Ohio  
Union County ss

S. S. Gardiner being duly sworn says he is the attorney of record of plaintiff. That this action is founded on a promissory note for the payment of money only and the same is in his possession and he believes the facts and allegations in the foregoing petition to be true.

S. S. Gardiner.

Sworn to and subscribed before me this 22<sup>nd</sup> day of May, 1890.

W. W. Sanders, Notary Public.

January 31<sup>st</sup>, 1890. Richwood, Union County, Ohio.

Ninety days after date we or either of us promise to pay M. W. Hill, or bearer one hundred dollars, value received with eight per cent. interest before due, interest payable annually at Bank of Richwood.

Witness -- Charles Adams.

Edward X. Nash  
C. Mulvain.

Copy of note.

To the Clerk  
of Union Co  
31<sup>st</sup>, 1890.

Summons  
6000  
State of Ohio  
Union Co  
Edward N  
By M. W. Hill  
County of  
on the 26<sup>th</sup>  
and page  
2<sup>nd</sup> day of

Sherriffs  
Return  
6000  
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S. S. Gardiner  
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Attest  
R. M.

To the Clerk:

Issue Summons for defendants to Sheriff of Union County. Amount claimed \$100<sup>00</sup> from January 31<sup>st</sup>, 1890.

Summons

Afterward, on the 24<sup>th</sup> day of May, 1890, a summons was issued by the clerk of said Court.

6000

State of Ohio

Union County ss

To the Sheriff of said County:

You are hereby commanded to notify Edward Nash and C. Mulvain that they have been sued by M. W. Hill in the Court of Common Pleas of Union County, and must answer by the 21<sup>st</sup> 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 our return of this summons on the 2<sup>nd</sup> day of June, A. D. 1890.

Witness my hand and the seal of said Court, this 24<sup>th</sup> day of June, A. D. 1890.

A. M. Croy, Clerk

W. M. Weight Deputy.

Sheriff's Return

And afterward, on the 2<sup>nd</sup> day of June, 1890, the Sheriff of said County returned said summons to the Clerk's Office in said County which return is as follows:

6000

|                  |         |
|------------------|---------|
| Sheriff's Return | \$ 30   |
| Adval Vests      | 15      |
| Mileage          | 3 20    |
| Copy             | 40      |
| Total            | \$ 4 05 |

The State of Ohio

Union County

Sheriff's Return.

Arrived this writ May 24<sup>th</sup>, A. D. 1890 at 10 o'clock A. M. and served same by delivering a certified copy thereof with the indorsements thereon to each of the within named defendants on the 26<sup>th</sup> day of May, 1890.

Thomas Martin, Sheriff.

Entry

6000

Afterward, on the 25<sup>th</sup> day of June, 1890, an entry was made on the Journal by the Clerk of said Court.

M. W. Hill

vs

Edward Nash et al

Journal 15. Page 352

Now comes the plaintiff by his attorney and the defendants bring in default for answer and declare the Court find that the allegations of the petition are confessed by them to be true and find that the defendants Edward Nash and C. Mulvain are indebted to the plaintiff M. W. Hill in the sum of \$103<sup>00</sup>.

It is therefore considered by the Court that the said plaintiff recover of the said defendants the said sum of \$103<sup>00</sup> and his costs herein expended taxed to S.

Attest  
R. M. Croy clerk



Oreas continued and held at the Court House in Marysville, within and for the County of Union, in the Single 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, 1890, on the 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

The State of Ohio | In the Court of Common Pleas.  
Union County, ss  
The George Worthington Co.

Petition

Civil Action for Money Only.

6022

Geo. M. Trumm, J. H. Bidwell  
Horace Bidwell  
C. M. Scott & Bro. indorsees.

Filed July 9<sup>th</sup>, 1890

J. H. Skinkade, Attorney for The George Worthington Co. the above named plaintiff says that there is due to said plaintiff from George M. Trumm, J. H. Bidwell and Horace Bidwell, defendants, on a promissory note made by the defendants and indorsed by C. M. Scott & Bro. dated the 25<sup>th</sup> day of December A. D. 1888, which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of One hundred & sixty-eight dollars with interest thereon at 8% per annum payable annually from the 25<sup>th</sup> day of December, A. D. 1888. The plaintiff further says that they are legal owners and holder of said note, that the same is due and unpaid.

Whereupon the plaintiff ask judgment against said defendant for the sum of One hundred eighty-nine dollars and thirty cents, with interest at 8% per annum payable annually from the 9<sup>th</sup> day of July, A. D. 1890.

J. H. Skinkade

State of Ohio  
Union County ss

Attorney for Plaintiff.

J. H. Skinkade, attorney for the above named plaintiff being duly sworn, says that he believes the statement in the foregoing petition to be true. He further says that the said plaintiff are a corporation doing business at Cleveland Ohio, under the laws of Ohio, and their action is upon a note for money only.

J. H. Skinkade.

Subscribed by J. H. Skinkade in my presence, and sworn to by him before me, this 9<sup>th</sup> day of July, A. D. 1890.

A. M. Croy, Clerk

W. M. Winget, Deputy.

Copy of note

\$168<sup>00</sup> Marysville, Ohio, December 25<sup>th</sup>, 1888.

Twelve months after date, for value received, we or either of us promise to pay C. M. Scott & Bro., or order, One hundred and sixty-eight dollars, at Marysville, Ohio, with eight percent after date and 5 percent after due.

Geo. M. Trumm  
J. H. Bidwell  
Horace Bidwell  
State Dec. 25<sup>th</sup> 1888  
C. M. Scott & Bro.  
The Geo. Worthington Co.

Answer

6022

And protest and authorize of us, at any Court waiving and defend against holders of interest, annuities, together with appraisement from the Union County  
The Geo. M. Trumm  
Horace Bidwell  
C. M. Scott & Bro.  
and their heirs and assigns and shall be liable to the holder against the said plaintiff also now against the said plaintiff to the application waived.  
The Geo. M. Trumm  
Horace Bidwell  
C. M. Scott & Bro.  
Attorney, & Record of duly received proven, w



28598

Geo. M. Farnum  
J. H. Bidwell  
Horace Bidwell  
Date Dec. 25<sup>th</sup> 1888  
Date Dec. 25<sup>th</sup> 1889  
O. M. Scott & Bro.  
The Geo. Worthington Co.

And we hereby disprove with demand of payment protest and notice of non-payment of this note, and authorize any attorney-at-law to appear for us, or either of us, at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere, and making the issuing and service of process, to confess judgment against us, or either of us in favor of the holder or holders of this note, for the amount of said note, and interest, on the same at the rate of eight per cent. per annum, payable annually, after the same shall become due, together with costs of suit, and release all errors and writs of error, and waive the stay of execution and all right of appeal in this behalf.

Union Station  
Union County Ohio

George M. Farnum  
J. H. Bidwell  
Horace Bidwell.

Answer

6022

The Geo. Worthington Co.  
George M. Farnum  
J. H. Bidwell & Horace Bidwell  
& O. M. Scott & Bro. indorsers

In the Court of Common Pleas  
Defendants Answer.

And now come George M. Farnum, J. H. Bidwell and Horace Bidwell, the above named defendants, by the undersigned W. W. Merchant, attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff the holder of the note described in plaintiff's petition, and against the above named defendants, for the sum of One hundred eighty-nine dollars and thirty cents the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate tried on by writ of any execution issued on the judgment in this case is hereby waived.  
July 2<sup>nd</sup>, 1890.

W. W. Merchant.

Entry

6022

The Geo. Worthington Co  
Geo. M. Farnum, J. H. Bidwell  
Horace Bidwell, Writs. &  
O. M. Scott & Bro. indorsers

Journal 15, Page 362

This day came the plaintiff by J. H. Stinrade Attorney, and thereupon came W. W. Merchant of the Attorneys of Record of this Court, who, by virtue of a warrant of attorney duly recited, and now produced in open Court and duly proven, waived the issuing and service of process, and entered

appearance of said defendants herein, and by virtue of the same warrant of attorney, confess that there is due from said defendants to said plaintiff as is alleged in said plaintiff's petition the sum of \$187.<sup>30</sup>

It is therefore considered that said plaintiff do recover of said defendants the said sum of \$187.<sup>30</sup> so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum payable annually. 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. Cron, clerk

Case continued and held at the Court House in Marysville, within and for the County of Union, in the Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Orick, Judge of said Court of the term of May, to wit, on the 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety

The State of Ohio  
Union County ss  
Gullington & Chellis  
vs  
George C. Baldwin

In the Court of Common Pleas.  
Filed July 8<sup>th</sup>, 1890  
Petition in Cognovit.

Petition  
6021

The plaintiff says it is a corporation formed for the purpose of carrying on business in the State of Ohio, the above named plaintiff says that there is due to it from George Baldwin the defendant, on a promissory note made by the defendant to said plaintiff, dated the 15<sup>th</sup> day of October, A. D. 1889, a copy of which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of three hundred and forty three <sup>78</sup>/<sub>100</sub> dollars with interest thereon at eight per cent. from the 9<sup>th</sup> day of July, A. D. 1890.

The State of Ohio  
Union County ss  
John C. Porter, Attorney for Plaintiff

John C. Porter, being sworn, deposes that he is one of the attorneys for the above named plaintiff and says that he believes the statement in the foregoing Petition to be true. He further says that this action is founded upon a written instrument for the payment of money, such instrument is in the possession of affiant as such attorney.

Subscribed by John C. Porter in my presence and sworn to by him before me, this 8<sup>th</sup> day of July, A. D. 1890. seal A. M. Cron, Clerk

Answer Gullington  
6021 George Baldwin  
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defendants  
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Copy of July 9<sup>th</sup>  
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Entry Gullington  
6021 George Baldwin  
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Attorneys  
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Answer Fullington & Orellis

6021 George Baldwin

In Court of Common Pleas  
Union County.

And now come George Baldwin, the above  
defendant by the undersigned W.W. Merchant, Attorney, and  
waive the issuing and service of process in this case, and  
consent that judgment be entered herein in favor of the  
above named plaintiff, the holder of the note described in  
plaintiff's petition, and against the above named defendant  
for the sum of three hundred and forty three dollars and  
seventy eight cents, the amount appearing due for principal  
and interest on said note, and also consent that judgment  
be entered in the same manner against defendant for costs  
of this action, and all errors are hereby released, and  
defendant's right to appeal and to the appraisal of real  
estate levied on by virtue of any execution issued on the  
judgment in this case is hereby waived.

Copy of July 9<sup>th</sup>, 1890.

W.W. Merchant.

§ 326<sup>20</sup> Marysville, Ohio, October 15<sup>th</sup>, 1889.

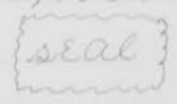
Thirty days after date, as principal debtors, we  
jointly and severally promise to pay to the order of  
Fullington & Orellis Three hundred and twenty-six <sup>20</sup>/<sub>100</sub>  
dollars, for value received ---

And we hereby disprove 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 right pre cent. interest, payable annually  
after the same shall become due, together with costs of suit  
and release all errors and waive all right of appeal in this  
behalf.

Witness our hands & seals this 15<sup>th</sup> day of October, 1889.

N<sup>o</sup> 23532

George Baldwin



Our November 14<sup>th</sup>, 1889.

Entry Fullington & Orellis

6021 George Baldwin

Journal 15, Page 362

This day came the plaintiff by Porter & Porter  
attorneys, and thereupon came W.W. Merchant one of the  
Attorneys of Record of this Court, who, by virtue of a warrant  
of Attorney duly executed, and now produced in open Court  
and duly proven, waived the issuing and service of process  
and entered appearance of said defendant herein, and by  
virtue of the same warrant of Attorney, confesses that there



is due from said defraudant to said plaintiff as is alleged in said plaintiffs petition the sum of \$343.78.

It is therefore considered that said plaintiff do recover of said defraudant the said sum of \$343.78 so as aforesaid confessed to be due, together with costs of suit therein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest *M. C. Erroy* clerk

Case 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. Ober, Judge of said Court, of the term of May, to-wit, on the 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

On it remembered that, heretofore, to-wit, on the 12<sup>th</sup> day of February, 1889, John Z. Herd, Admr. filed in the Clerks Office of the Court of Common Pleas the following Petition against W. H. Herd et al. to-wit:

Petition John Z. Herd, Admr. on the estate of James H. Herd

5749

W. H. Herd & Thomas Herd Son.

Court of Common Pleas Union County Ohio.

The plaintiff says that he is the duly appointed and qualified administrator on the estate of James H. Herd, deceased. That his action is founded upon a written instrument for the unconditional payment of money to-wit: a promissory note executed and delivered by defendant to said James H. Herd, deceased, in his life time of which the following is a copy to-wit:

\$500<sup>00</sup> August 17<sup>th</sup>, 1872

On demand for value received, we or either of us promise to pay James H. Herd, or bearer, the sum of five hundred dollars, with ten per cent. interest payable semi-annually from date.

Signed W. H. Herd

Thomas Herd Son.

Endorsed on said note are the following payments:

December 24<sup>th</sup>, 1874, received on the within note sixty-five dollars (\$65<sup>00</sup>).

April 26<sup>th</sup>, 1877, received on the within note \$186<sup>00</sup>.

January 24<sup>th</sup>, 1878, received on the within note \$8<sup>00</sup>.

Plaintiff as such Administrator charges that there is due to him as such Administrator on said note from said defraudants

the balance per cent. of payable to plaintiff

The the facts s

Sworn in my pr

The to the above of summons all questions at once, on February

Answer was filed John Z. Herd 5749 State of J

W. H. Herd and for l Her

belong to plaintiff note. note desc of his own during l

The may go l delivered such other demand. State of O Union Co

sworn dep foregoing a

Sworn 28<sup>th</sup> day of

The balance due on said note, to wit \$ with interest at ten per cent. from the 24<sup>th</sup> day of January, 1878, the interest payable semi-annually, for which amount with said interest plaintiff asks judgment against defendants.

Order<sup>2d</sup> Order

Attorneys for Plaintiff

The plaintiff John D. Herd, 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 12<sup>th</sup> day of February, 1889.

seal

A. M. Gray, Clerk

The above named defendants hereby enter our appearance to the above entitled action, waiving the issuing and service of summons upon us, and either of us, and we further waive all questions, and rules as to time, and will file our answer at once, and be ready for trial at any time.

February 12<sup>th</sup>, 1889.

Thomas Herd  
W. H. Herd.

Answer was filed with the Clerk of said Court.

John D. Herd Admr. of the  
estate of James Herd, Wrid.

5749

vs

W. H. Herd & Thomas Herd

Court of Common Pleas  
Union County, Ohio.

Now comes the defendant Thomas Herd and for his answer to the plaintiff's petition says:

He avers that the note described in plaintiff's petition belongs to the estate of James W. Herd, deceased or that said plaintiff as administrator has any right or interest in said note.

The defendant Thomas Herd further says that the note described in the plaintiff's petition is the personal property of his own, and that he purchased the same of James W. Herd during his life time and paid a full value for the same.

The defendant Thomas Herd therefore prays that he may go hence without day, and that the said note be delivered over to him as his own personal property and for such other and further relief as the equity of the case may demand.

A. E. Woodburn, his Attorney

State of Ohio,  
Union County ss

Thomas Herd, one of the defendants being duly sworn deposes and says that the facts and allegations in the foregoing answer are true as he verily believes.

Thomas Herd.

Sworn to before me and subscribed in my presence this 28<sup>th</sup> day of March, 1889.

seal

A. M. Gray, Clerk.



Reply

Afterward, on the 29<sup>th</sup> day of March, 1889, a Reply was filed with the Clerk of said Court.

5749 John D. Herd Admr. of James Herd, Wred.  
or  
W. H. Herd & Thomas Herd

Court of Common Pleas  
Union County Ohio.

The plaintiff replies to the answer of Thomas Herd filed herein and says that as to the purchase by defendant of said note of said James Herd, and as to the ownership of said note by this defendant, the plaintiff knows nothing and therefore denies those allegations.

Porter & Porter  
Attorneys for Plaintiff

John D. Herd, the plaintiff being sworn, makes oath that the facts stated in the foregoing reply are true as he believes

John D. Herd.

Sworn to by John D. Herd before me and signed by him in my presence this 29<sup>th</sup> day of March, 1889.

seal

A. M. Leroy, Clerk.  
W. M. Winget, Deputy.

Entry

Afterward, on the 29<sup>th</sup> day of March, 1889, an Entry was made on the Journal, by the Clerk of said Court.

5749 John D. Herd Admr.  
or  
W. H. Herd et al

Journal 15, Page 67

This day came the parties by their attorneys, also came the following named persons as jurors, to wit:

- |                                   |                                      |                                                |
|-----------------------------------|--------------------------------------|------------------------------------------------|
| 1 <sup>st</sup> . D. C. Holycross | 5 <sup>th</sup> . O. Marriott        | 9 <sup>th</sup> . Lewis Mills                  |
| 2 <sup>nd</sup> . B. H. Chavous   | 6 <sup>th</sup> . Luther Winget      | 10 <sup>th</sup> . Norris Bowersmith           |
| 3 <sup>rd</sup> . Lewis Bonnett   | 7 <sup>th</sup> . W. C. Bonnett      | 11 <sup>th</sup> . Amj. Carter 2 <sup>nd</sup> |
| 4 <sup>th</sup> . Thomas Lovless  | 8 <sup>th</sup> . Garrison Dougberry | 12 <sup>th</sup> . J. S. Harmon                |

who being duly impaneled and sworn, and the said jury having heard the evidence adduced, the arguments of counsel and the charge of the Court retired to their room for deliberation.

And now come the said jury into open Court with their verdict in writing signed by their foreman and say:

We, the jury, being duly impaneled and sworn find the issue in this case in favor of the defendants.

W. C. Holycross, Foreman.

Motion

Afterward, on the 1<sup>st</sup> day of April, 1889, Motion for New Trial was filed with the Clerk of said Court.

5749 John D. Herd Admr. of James W. Herd Wred.  
or  
Thomas Herd et al

Court of Common Pleas,  
Union County Ohio

The plaintiff moves the Court for a New Trial for the following causes.

- I. Accident which ordinary prudence could not have guarded against
- III. Newly discovered evidence material for the party plaintiff which

his could not produced on

Entry

5749 John D. Herd  
or  
W. H. Herd

of the plaintiff herein.

overrule that the defendant recover from costs here

of the jury

Attest

Plaintiff

Marysville Smith

the State of said C. may in the and nine

On the 1<sup>st</sup> of April, 1889, said Court

Samuel W. Amos & G. L.

Ontition

5975 Samuel A. The woods The Farm

represent said Sam his promi

"a" and A. M. Ador initial le

dollars we annually Paid \$63<sup>96</sup>/<sub>100</sub>

April 1<sup>st</sup>, 1889  
2<sup>96</sup>/<sub>100</sub> dollar



He could not with reasonable diligence have discovered and produced at the trial.

April 1<sup>st</sup>, 1889. J. W. Robinson, one of Plaintiffs, Attorneys.

Entry Afterward, on the 25<sup>th</sup> day of June, 1890, an entry was made on the Journal by the clerk of said Court.

5749 John D. Kerr Admr.

Journal 15, Page 355.

vs. Kerr et al

This cause came on for hearing on the motion of the plaintiff to set aside the verdict, and for a new trial therein. And the Court, on consideration thereof doth overrule the same. It is therefore considered by the Court that the said defendant William Kerr and Thomas Kerr recover from the said John D. Kerr Admr. plaintiff, their costs herein taxed at \$ as heretofore found by the verdict of the Jury.

Attest  
Clerk

Plas 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. Orick, Judge of said Court, of the term of May, to-wit, on the 26<sup>th</sup> day of May in the year of our Lord our thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 26<sup>th</sup> day of April, 1890, Amor Glover filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Samuel M<sup>c</sup>Adow to-wit:

Petition Amor Glover

5975 Samuel A. M<sup>c</sup>Adow & Wife  
The Woodstock Bank  
The Farmers Bank et al

Court of Common Pleas  
Union County Ohio.

The said plaintiff Amor Glover respectfully represents to the Court that on the 8<sup>th</sup> day of April 1886 the said Samuel A. M<sup>c</sup>Adow executed and delivered to plaintiff his promissory note (a copy of which is hereto attached marked "A") and there is due the plaintiff thereon from said Samuel A. M<sup>c</sup>Adow (who signed his name to said note using his initial letters of S. A. M<sup>c</sup>Adow) the sum of one thousand dollars with interest at eight per cent. from April 1<sup>st</sup>, 1886 payable annually subject to the credits thereon as follows:

Paid \$63<sup>5</sup>/<sub>100</sub> April 10<sup>th</sup>, 1886; paid the interest on the within to April 1<sup>st</sup>, 1887 on the 11<sup>th</sup> of June 1887; paid July 16<sup>th</sup>, 1888 seventy-four <sup>9</sup>/<sub>100</sub> dollars (\$74<sup>9</sup>/<sub>100</sub>) leaving now due plaintiff as aforesaid the

sum of nine hundred and thirty-six  $\frac{2}{10}$   $\frac{6}{100}$  dollars with right per cent interest thereon from April 1<sup>st</sup>, 1888 payable annually for which sum plaintiff prays judgment.

For a Second Cause of Action plaintiff says that said Samuel A. M<sup>r</sup> Adow by the initials of his name as S. A. M<sup>r</sup> Adow on the 8<sup>th</sup> of April, 1886 made to plaintiff his other promissory note (a copy of which marked "B" is hereto attached) and there is due plaintiff thereon from said Samuel A. M<sup>r</sup> Adow the sum of one thousand dollars with right per cent interest from April 1<sup>st</sup>, 1886 payable annually subject to the following payments viz: May 12<sup>th</sup>, 1887 paid \$80<sup>00</sup> being interest to April 1<sup>st</sup>, 1887; July 16<sup>th</sup>, 1888 paid \$80<sup>00</sup> interest to April 1<sup>st</sup>, 1888 leaving the sum of one thousand dollars with right per cent interest thereon from April 1<sup>st</sup>, 1888 payable annually for which the plaintiff asks judgment against said Samuel A. M<sup>r</sup> Adow.

For a Third Cause of Action the plaintiff says that on the same day the said notes mentioned in the first and second cause of action were made the said Samuel A. M<sup>r</sup> Adow and his wife Corsey M<sup>r</sup> Adow by their mortgage deed recited and delivered by them to the plaintiff conveyed to said plaintiff in fee simple to him and his heirs the land in the County of Union in the State of Ohio herein after described, which mortgage deed was duly recorded in Volume 21, Page 465 of the Record of Mortgages of said County of Union on the 10<sup>th</sup> of April 1886, which mortgage was so made and delivered to secure to plaintiff two promissory notes of one thousand dollars each and both drawing right per cent interest from April 1<sup>st</sup>, 1886 payable annually and said mortgage deed contained a condition of defeasance that if said notes were paid as they became due with the interest thereon to wit: our note by the 1<sup>st</sup> of April 1887 and the other by the first of April 1888 the said mortgage deed to become void but if not so paid it should become absolute.

There is due the plaintiff on said note becoming due April 1<sup>st</sup>, 1887 the sum of nine hundred and thirty-six  $\frac{2}{10}$   $\frac{6}{100}$  dollars with right per cent interest thereon from April 1<sup>st</sup>, 1888 payable annually, the only payments having been made thereon were \$63  $\frac{3}{100}$  paid on the principal of the note due April 1<sup>st</sup>, 1887, and the interest to April 1<sup>st</sup>, 1888, and on the note due April 1<sup>st</sup>, 1888 the interest paid to April 1<sup>st</sup>, 1888 leaving now due the plaintiff from said Samuel A. M<sup>r</sup> Adow and secured by said mortgage the sum of nine hundred and thirty-six  $\frac{2}{10}$   $\frac{6}{100}$  dollars (\$ 936  $\frac{6}{100}$ ) with interest at right per cent from April 1<sup>st</sup>, 1888 payable annually.

Said sum is now due plaintiff and unpaid and said mortgage has become absolute subject to the defendants right to redeem the same by payment of said sum and interest and therefore the plaintiff prays the Court to find the amount due plaintiff on said mortgage and grant him a decree for the same and that on failure of defendants to pay same as

The Court to satisfy.

Said County in west corner of Survey of stone and pierce with the stone and Davis land pole to the

Also Beginning N. 7 1/4 E. 116 The N. E. corner line of said said Davis sub-division line and S. W. corner of his land Davis land there is contain - ing 104  $\frac{1}{100}$  common. Fourth be believe to line on aforesaid The Samuel Champain he believe there is the plain - ante her and said further a

Note "B" \$1000

pay to the the Bank next, inter annually endorsed =



the Court may order that said lands be sold according to law to satisfy said claim.

Said real estate is described as follows: to wit: In said County in Survey N<sup>o</sup> 3239  $\frac{2}{3}$  2984. Beginning at a stake South-west corner of Amos Davis land and in the original East line of Survey N<sup>o</sup> 2984: thence with said line S. 83° - W. 102°  $\frac{65}{100}$  poles to a stone and piece of rock; thence S. 82° E. 66  $\frac{3}{4}$  poles to a stone and piece of broken rock in the center of the road; thence with the center of said road North 70° 50' E. 102  $\frac{70}{100}$  poles to a stone and piece of broken rock in the South line of Amos Davis land; thence with said Davis South line N. 82° 20' W. 65  $\frac{70}{100}$  poles to the beginning, containing 42  $\frac{67}{100}$  more or less.

Also another tract in same County, in Survey N<sup>o</sup> 2984. Beginning at a stone in the East line of Survey 2984 and N. 9  $\frac{1}{4}$  E. 116  $\frac{60}{100}$  poles from the S. E. corner of said Survey bring the N. E. corner to Faily W. Davis land; thence with the North line of Faily W. Davis N. 83° - W. 97  $\frac{60}{100}$  poles to a stone N. W. corner of said Davis land and in the East line of lot N<sup>o</sup> 9 of the sub-division of the said Survey N<sup>o</sup> 2984; thence with said line and the East line of lot N<sup>o</sup> 6 N. 9  $\frac{1}{4}$  E. 104 poles to a stone S. W. corner of Amos Davis land; thence with the South line of his land S. 79 E. 99  $\frac{60}{100}$  poles to a stone corner to said Amos Davis land and in the East line of said Survey N<sup>o</sup> 2984; thence with said line S 9  $\frac{1}{4}$  W. 97  $\frac{70}{100}$  poles to the beginning containing 62  $\frac{1}{2}$  acres more or less and the two lots containing 104  $\frac{177}{100}$  acres and bring the Samuel A. M<sup>o</sup> Adow farm commonly so called.

Fourth Cause of Action: The plaintiff is informed and believes and avers that the following persons claim liens on said land subject to the plaintiffs claim aforesaid which is the first lien thereon viz: The Farmers Bank of Marysville; The Woodstock Bank of Champaign County, Ohio; B. S. M<sup>o</sup> Adow who plaintiff says he believes is the wife of said Samuel A. M<sup>o</sup> Adow, and there is some delinquent tax on said land and therefore the plaintiff prays that all of said persons be made defendants herein and that the liens aforesaid be marshalled and said land be sold clear of the same and that such further and other relief be granted as may be right.

Robinson & Woodburn  
Attorneys for Plaintiff

Note "B" \$1000<sup>00</sup> Marysville, Ohio, April 8<sup>th</sup>, 1886.

On the 1<sup>st</sup> day of April, after date, I promise to pay to the order of Amos Glover, One thousand dollars at the Bank of Marysville Ohio, value received with eight per cent interest from the 1<sup>st</sup> of April 1886 interest payable annually until paid.

B. S. M<sup>o</sup> Adow.

Endorsed = Paid on the within note \$63  $\frac{31}{100}$  April 10<sup>th</sup>, 1886; June 11<sup>th</sup>



1887, interest paid on the within to April 1<sup>st</sup>, 1887; July 16<sup>th</sup> 1888 security-four  $\frac{2}{100}$   $\frac{6}{100}$  dollars paid by Woodstock Bank N. Y. Draft.

Copy of Note B

\$1000<sup>00</sup> . Marienville, Ohio, April 8<sup>th</sup>, 1886.

On the 1<sup>st</sup> of April, 1888, after date, I promise to pay to the order of Amos Glover One thousand dollars at the Bank of Marienville, Ohio. Value received with right per cent. interest from the 1<sup>st</sup> of April, 1886 interest payable annually until paid.

S. A. M<sup>r</sup>. Adow.

Endorsed- May 12<sup>th</sup>, 1887 Eighty dollars paid on the within by N. Y. Draft bring interest to April 1<sup>st</sup>, 1887. July 16<sup>th</sup>, 1888, Eighty dollars paid by Woodstock Bank N. Y. Draft.

The State of Ohio  
Union County

Amos Glover, plaintiff, duly sworn, deposes and says that he is the plaintiff herein, and that statements made on the foregoing petition are as he believes, true.

Amos Glover.

Sworn to before me and signed in my presence by plaintiff Amos Glover this 26<sup>th</sup> of April, 1890.

seal J. M<sup>r</sup>. Croy, Clerk

The undersigned waive process on them in this case and enter their appearance.

April 26<sup>th</sup>, 1890.

"The Woodstock Bank"

By Robinson & Woodburn, their Attys.

To the Clerk:

Issue Summons to the Sheriff of Champaign County Ohio, for Samuel A. M<sup>r</sup>. Adow & Entry M<sup>r</sup>. Adow his wife & B. C. M<sup>r</sup>. Adow, and endorse petition for 1936  $\frac{6}{100}$  with 8 per cent. interest from April 1<sup>st</sup>, 1888, payable annually and to foreclose mortgage.

Robinson & Woodburn Attys.

Summons

Afterward, on the 26<sup>th</sup> day of April, 1890, a Summons was issued by the Clerk of said Court.

5975

The State of Ohio  
Union County

To the Sheriff of Champaign County.

You are hereby commanded to notify Samuel A. M<sup>r</sup>. Adow and Entry M<sup>r</sup>. Adow, his wife, and B. C. M<sup>r</sup>. Adow that they have been sued by Amos Glover in the Court of Common Pleas of Union County, and must answer by the 31<sup>st</sup> day of May 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 12<sup>th</sup> day of May, A. D. 1890.

Witness my hand and the seal of said Court, this

26<sup>th</sup> day of

Endorsed- interest & foreclose

Motion

5975

After filed with Amos Glover

or Samuel M

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Cross Petition

5975

After was filed Amos Glover

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private p for their r said Wood Samuel M. Adow for  $\frac{8}{100}$  dollars thereon a County of make sa said wr the petit line for

The said Jud said wr \$35<sup>00</sup> on Judgment on said The next first srt up is not as th

26<sup>th</sup> day of April, 1890.

Sheriff's Return, Page 43

A. M. Croy, Clerk.

Endorsed: "Action for money. Amount claimed \$1936<sup>00</sup> with interest 8% from April 1<sup>st</sup>, 1888, payable annually and to foreclose mortgage."

Motion

5975

Afterward, on the 23<sup>rd</sup> day of May, 1890, a motion was filed with the clerk of said Court.

Amos Glover

vs

Samuel M. Adow et al

Motion for Receiver.

The defendant, "The Woodstock Bank" moves the Court to appoint a Receiver in this case to take charge of the farm in the plaintiff's petition described and rent the same for the benefit of the lien holders on the same and especially for the benefit of said bank and for grounds of such appointment avers that said lands will not pay the whole of said claim of this said Bank after the payment of said plaintiff's lien.

Robinson & Woodburn, Attys. for "The Woodstock Bank."

Cross

Petition

5975

Afterward, on the 23<sup>rd</sup> day of May, 1890, Cross-Petition was filed with the clerk of said Court.

Amos Glover

vs

Samuel M. Adow et al

Court of Common Pleas Union County Ohio

Now comes the Woodstock Bank, a private company doing business in that name, come and for their cross-petition say that on the 8<sup>th</sup> of February, 1890 said Woodstock Bank obtained a judgment against said Samuel in the Delaware County Ohio Court of Common Pleas for the sum of Four hundred and seventy three <sup>00</sup>/<sub>100</sub> dollars debt and --- \$ costs, and a writ of execution issued thereon on the same day directed to the Sheriff of said County of Union in the State of Ohio, commanding him to make said judgment, and the said Sheriff having received said writ did on the same day levy on said land in the petition described and thereby obtained and have a lien for the same.

The Sheriff levied on some personal property of said judgment debtor and made beside the costs on said writ and paid to said Woodstock Bank the sum of \$35<sup>00</sup> on the 7<sup>th</sup> of March, 1890 which is a credit on said judgment, but the balance remains unpaid and a lien on said land.

The Woodstock Bank say said judgment lien is the next first lien on said land after the said mortgage set up in plaintiff's petition and that said land will not as they believe and aver be sufficient to pay both of



said liens and the said Samuel M<sup>r</sup> Adow is insolvent and  
hath no property or land other than that in said petition  
described out of which to make said judgment. That said  
land is an improved farm and valuable rents can be  
obtained for the use of the same and they ask that a  
Receiver be appointed to take possession of said farm  
and rent the same until it can be sold and bring into  
Court the proceeds thereof to apply on said judgment and  
pray for a decree and for an order of sale of said premises  
and for such other and further relief as law and equity  
may require.

Robinson & Woodburn, Attys. for  
State of Ohio | Woodstock Bank.  
Union County ss.

J. W. Robinson, being duly sworn, deposes <sup>and</sup>  
says he is one of the attorneys of the Woodstock Bank in  
the foregoing case, and the said Bank is not a resident  
of said County of Union, but of the County of Champaign  
and he believes the allegations of the foregoing cross-  
petition are true.

J. W. Robinson.

Sworn to before me and signed in my presence  
this 23<sup>rd</sup> day of May, 1890.

{ seal } A. M<sup>r</sup> Leroy, Clerk  
W. M. Winger, Deputy.

Entry  
5975 Amos Glover  
Afterward, on the 26<sup>th</sup> day of May, 1890, an entry was  
made on the Journal by the Clerk of said Court.

or  
Samuel M<sup>r</sup> Adow et al | Journal 15, Page 306

This day the attorney of the plaintiff  
came and suggested that the plaintiff hath died since the  
petition was filed and that E. Neff, J. J. Glover and  
Samuel Glover have been duly appointed the Administrators  
of his estate. Therefore leave is granted to said  
Administrators to become plaintiff and prosecute this action.

Entry  
5975 Amos Glover Admr.  
Afterward, on the 2<sup>nd</sup> day of June, 1890, an entry was  
made on the Journal by the Clerk of said Court.

or  
Samuel M<sup>r</sup> Adow et al | Journal 15, Page 318

This day came E. C. Neff, J. J. Glover and  
Samuel Glover, Administrators of the estate of Amos Glover  
deceased, and the defendants being in default this cause  
was submitted to the Court. Whereupon the Court  
being fully advised in the premises do find the allegations  
of the petition are true and there is due plaintiff from said  
Samuel M<sup>r</sup> Adow on said mortgage the sum of Twenty-one

hundred  
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petition  
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State of  
Champaign  
Page 40. Ser. & Return  
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M<sup>r</sup> Adow  
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2<sup>nd</sup> day of J  
the same



hundred and five dollars with eight per cent interest from this day and the costs of this proceeding. And if he fail to pay the same during this day that an order of sale for the use of the premises in said petition described issue to the Sheriff of this County according to law.

Also this cause came on to be heard on the cross-petition of the Woodstock Bank, whereupon the Court being fully advised in the premises do find there is due to said Woodstock Bank from said Samuel M<sup>r</sup> Adow the sum of Four hundred and thirty eight  $\frac{2}{10}$   $\frac{8}{10}$  dollars with eight per cent interest from February 8<sup>th</sup>, 1890.

Therefore it is considered by the Court that said Woodstock Bank have a Judgment lien for said sum of \$438  $\frac{2}{10}$   $\frac{8}{10}$  with interest at eight per cent from February 8<sup>th</sup>, 1890 and that said Samuel M<sup>r</sup> Adow pay said sum within this day and in default thereof that an order of sale issue for the sale of said premises to satisfy said sum to said Woodstock according to law.

Afterward, on the 12<sup>th</sup> day of May, 1890, the Sheriff of said County returned said Summons to the Clerk's Office in said County, which return is as follows:

| State of Ohio    |                  | Sheriff's Return. |                                                                                                                                                                                                                                                            |
|------------------|------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Champaign County |                  |                   |                                                                                                                                                                                                                                                            |
| Page 40.         | Sheriff's Return | \$ 60             | Received this writ May 1 <sup>st</sup> , 1890, at 10 A.M. and served the same by delivering to each of the within named defendants personally a certified copy of this writ May 9 <sup>th</sup> , 1890.<br>M. B. Barber, Sheriff of Champaign County, Ohio |
|                  | Copies           | 48                |                                                                                                                                                                                                                                                            |
|                  | Doc. & Record    | 10                |                                                                                                                                                                                                                                                            |
|                  | Mileage          | 2 56              |                                                                                                                                                                                                                                                            |
|                  | Indrping         | 10                |                                                                                                                                                                                                                                                            |
|                  | Return           | 30                |                                                                                                                                                                                                                                                            |
|                  | Postage          | 02                |                                                                                                                                                                                                                                                            |
|                  | Total            | \$4 16            |                                                                                                                                                                                                                                                            |

Afterward, on the 3<sup>rd</sup> day of June, 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 2<sup>nd</sup> day of June 1890, Amos Glover obtained a Judgment  $\frac{2}{10}$   $\frac{8}{10}$  there against Samuel A. M<sup>r</sup> Adow and Wife for the sum of Two thousand one hundred and five dollars and Sixteen dollars costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Samuel A. M<sup>r</sup> Adow and wife within one day from the 2<sup>nd</sup> day of June A. D. 1890, pay unto the said Amos Glover the said sum of Two thousand and five dollars with interest from the 2<sup>nd</sup> day of June, 1890 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 our day aforesaid have fully expired and the said sum of Two thousand and 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 and Executions at law, the following lands and tenements situate in Union County Ohio, to wit: In Survey N<sup>o</sup> 3239 <sup>1</sup>/<sub>4</sub> 2984. Beginning at a stake in the South-west corner of Amos Davis land and the original east line of Survey N<sup>o</sup> 2984; thence with said line S. 83° W. 102 <sup>65</sup>/<sub>100</sub> poles to a stone and piece of rock; thence S. 82° E. 66 <sup>70</sup>/<sub>100</sub> poles to a stone and piece of rock in the center of the road; thence with the center of said road N. 70° 50' E. 102 <sup>7</sup>/<sub>100</sub> poles to a stone and piece of broken rock in the South line of Amos Davis land; thence with said South line N. 82° 30' W. 65 <sup>7</sup>/<sub>100</sub> poles to the beginning containing 42 <sup>67</sup>/<sub>100</sub> acres more or less.

Also another tract in same County and State <sup>and</sup> in Survey N<sup>o</sup> 2984. Beginning at a stone in the east line of Survey N<sup>o</sup> 2984 and North 9 <sup>1</sup>/<sub>4</sub>° E. 116 <sup>80</sup>/<sub>100</sub> poles from the S.E. corner of said Survey, being the N.E. corner to Faily Davis land; thence with the north line of Faily Davis, N. 83° W. 99 <sup>60</sup>/<sub>100</sub> poles to a stone N.W. corner of said Davis land and in the east line of lot N<sup>o</sup> 9 of the sub-division of the said Survey N<sup>o</sup> 2984; thence with the said line and the east line of lot N<sup>o</sup> 6 N. 9 <sup>1</sup>/<sub>4</sub>° E. 104 poles to a stone S.W. corner of Amos Davis land; thence with the South line of his land S. 79° E. 99 <sup>70</sup>/<sub>100</sub> poles to a stone corner to said Amos Davis land and in the east line of said Survey N<sup>o</sup> 2984; thence with said line S 9 <sup>1</sup>/<sub>4</sub>° W. 97 <sup>70</sup>/<sub>100</sub> poles to the beginning, containing 62 <sup>1</sup>/<sub>2</sub> acres more or less. And the two lots containing 104 <sup>147</sup>/<sub>100</sub> acres and being the Samuel A. McAdow farm so called.

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

3<sup>rd</sup> day of  
seal

after  
Sheriff's said Court  
Return County, w

5975 Service  
Levy  
Sum. Apprs.  
Swear. " "  
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5975 Samuel A.

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County of  
as follows:  
start in the



3<sup>rd</sup> day of June A. W. 1890.

seal

A. M. Crozy, Clerk.

Afterward, on the 5<sup>th</sup> day of July, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

|      |                   |            |           |
|------|-------------------|------------|-----------|
| 5975 | Service           | \$         | 60        |
|      | Levy              |            | 50        |
|      | Sum. Apprs.       | 1          | 20        |
|      | Swear. " "        |            | 25        |
|      | Convey " "        | 2          | 00        |
|      | Writing Apprl.    |            | 30        |
|      | Copy of " "       |            | 30        |
|      | Notice to Printer |            | 30        |
|      | Affidavit to "    |            | 30        |
|      | Writing notice    |            | 30        |
|      | Mileage           | 3          | 20        |
|      | Return            |            | 25        |
|      | <b>Total</b>      | <b>\$9</b> | <b>60</b> |
|      | Appraisers' Fee   | \$3        | 00        |
|      | Printer's Fee     | 19         | 75        |

The State of Ohio  
 Union County, ss  
 Sheriff's Arthur  
 Received this writ the 3<sup>rd</sup> day of June, A. W. 1890 and on the 3<sup>rd</sup> day of June A. W. 1890, I called an inquest of D. W. Wright, C. B. Storms, and C. B. Davis 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; \$3<sup>00</sup> 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 5<sup>th</sup> day of July, A. W. 1890, 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 and there struck off and sold the same to C. O. Black for the sum of \$22<sup>00</sup> per acre, he being the highest bidder therefor, and the sum bid being two-thirds of the appraised value.

Thomas Martin, Sheriff.

Sheriff's Sale

Proof of Publication

Amos Glover  
 vs

On Order of Sale.

5975 Samuel A. M. Adow et al

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday July 5<sup>th</sup>, 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 York, County of Union and State of Ohio, and bounded and described as follows: In Survey N<sup>o</sup> 3239 & 2984, beginning at a stake in the South-west corner of Amos Davis' land, and in



the original East line of Survey N<sup>o</sup> 2984; thence with said line S. 83° W. 102 <sup>1</sup>/<sub>100</sub> poles to a stone and piece of rock; thence S. 82° E. 66 <sup>1</sup>/<sub>100</sub> poles to a stone and broken pieces of rock in the centre of the road; thence with the centre of said road N. 70° 50' E. 102 <sup>1</sup>/<sub>100</sub> poles to a stone and piece of broken rock in the South line of Amos Davis land; thence with said South line N. 82° 20' W. 65 <sup>1</sup>/<sub>100</sub> poles to the beginning, containing 42 <sup>1</sup>/<sub>100</sub> acre more or less.

Also, another tract of land in same Township, County <sup>of</sup> State and in Survey N<sup>o</sup> 2984, beginning at a stone in the East line of Survey N<sup>o</sup> 2984 and N. 9 <sup>1</sup>/<sub>4</sub> E. 116 <sup>1</sup>/<sub>100</sub> poles from the S. E. corner of said Survey, bring the N. E. corner to Faily Davis land; thence with the North line of Faily Davis, N. 83° W. 99 <sup>1</sup>/<sub>100</sub> poles to a stone N. W. corner of said Davis land and in the East line of lot N<sup>o</sup> 9 of the subdivision of the said Survey N<sup>o</sup> 2984; thence with the said line and in the East line of lot N<sup>o</sup> 6 N. 9 <sup>1</sup>/<sub>4</sub> E. 104 poles to a stone S. W. corner of Amos Davis land; thence with the South line of his land S. 79° E. 99 <sup>1</sup>/<sub>100</sub> poles to a stone, corner to said Amos Davis land and in the East line of said Survey N<sup>o</sup> 2984 thence with said line S. 9 <sup>1</sup>/<sub>4</sub> W. 97 <sup>1</sup>/<sub>100</sub> poles to the beginning containing 62 <sup>1</sup>/<sub>2</sub> acres, more or less. And the two lots containing 104 <sup>1</sup>/<sub>100</sub> acres and bring the Samuel A. M<sup>o</sup> Adow farm so called.

Appraised at \$33<sup>00</sup>

Thomas Martin, Sheriff

Fees of Sale - Cash.

Union County Ohio.

Printers Fees \$19.75.

The State of Ohio  
Union County, ss

I, the undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with June 4<sup>th</sup>, 1890.

W. C. Shearer.

Sworn to and subscribed before me, this 7<sup>th</sup> day of July, 1890.

seal

A. M<sup>o</sup> Croy, Clerk.

Entry

Afterward, on the 10<sup>th</sup> day of July, 1890, an entry was made on the Journal by the Clerk of said Court.

5975 Amos Glover

vs

Samuel A. M<sup>o</sup> Adow et al

Journal 15, Page 369.

This day came on this cause to be heard on the report of the Sheriff on the order of the sale in this case, whereupon the Court being fully advised in the premises do find the proceedings of the Sheriff are in all respects regular and in conformity with law and that

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vs  
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said sale should be confirmed. It is therefore by the Court considered, ordered and adjudged by the Court that said sale and proceedings be and they are hereby confirmed and said Sheriff ordered to make a deed to said C.P. Black or his assignee for said land conveying to him all the interest of all of the parties to this action to said land and give possession of said premises to said grantee according to law.

And it appearing to the Court that a mistake was made in the decree of the amount due plaintiff on said mortgage it is ordered that said mistake be corrected. And the Court find that the true amount due plaintiff on said mortgage with interest to this 10<sup>th</sup> of July 1890 is \$2305 <sup>92</sup>/<sub>100</sub> and therefore the Court order that out of the proceeds of said sale that the costs of this proceeding amounting to \$47 <sup>7</sup>/<sub>100</sub> be first paid, and

Second. The taxes due on said land amounting to \$92 <sup>19</sup>/<sub>100</sub> be also paid and the balance be applied so far as it will go upon the plaintiffs claim allowed as aforesaid.

And that plaintiffs are awarded execution for the balance due them on said mortgage, to wit: the sum of \$-

And the plaintiffs assign to the Woodstock Bank said balance without recourse on them.

*Attest*  
*Erroy Clerk*

Was continued and held at the Court House in Marysville, within and for the County of Union, in the Southern 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 26<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety

On it remembered that, heretofore, to wit, on the 31<sup>st</sup> day of January, 1890, J.F. Strahu filed in the Clerk's Office of the said Court of Common Pleas the following Petition against

Petition  
5892  
vs  
Benjamin Rogers

Court of Common Pleas, Union County Ohio

The plaintiff says:

This action comes into this Court from the Wocket of John Bouham J. O. of Washington Township Union County Ohio. That on the -- day of March 1889 the above named defendant employed and hired the plaintiff to work for him on his farm and till till and at farm and till work and labor on the farm of the defendant in Union County, Ohio, and there promised to pay the plaintiff the sum of fifteen dollars per month for the labor so to be performed. That on the 8<sup>th</sup> day of April, 1889



he commenced and continued to perform said farm and till labor for the said defendant and continued said labor in pursuance of his said employment and by reason thereof until the 14<sup>th</sup> day of September, 1889.

That the time of said service by reason of some loss of time by plaintiff was four months and nineteen days.

That the defendant paid plaintiff on said labor about the sum of thirty two dollars and -- cents.

That there is due the plaintiff from the defendant by reason of the defendants said promise and the work and labor so performed by the defendant as aforesaid the sum of forty two dollars <sup>25</sup>/<sub>100</sub> -- cents.

Second Cause of Action.

For second Cause of Action the plaintiff says there is due him from the defendant herein the sum of One dollar and ninety two cents for cutting 5 <sup>25</sup>/<sub>100</sub> cords of wood for said defendant in November & December, 1889, at his request. That the defendant promised to pay plaintiff .35 cents per cord for cutting the same, which he has failed to refund and neglected to do.

Wherefor the plaintiff asks judgment against said defendant for said sum of forty two dollars <sup>25</sup>/<sub>100</sub> -- cents <sup>25</sup>/<sub>100</sub> One dollar <sup>25</sup>/<sub>100</sub> ninety two cents with interest from September 14<sup>th</sup>, 1889.

W. W. Ayers.

Atty. for Plff.

State of Ohio  
Union County ss

J. F. Stralus, being first duly sworn says the facts stated and allegations in his foregoing petition are as he believes true.

J. F. Stralus.

Sworn to before me and signed by J. F. Stralus this 31<sup>st</sup> day of January, 1889.

Stral

A. M. Crox, Clerk.

Answer

Afterward, on the 5<sup>th</sup> day of April, 1890, the following Answer was filed with the Clerk of said Court.

5892

J. F. Stralus

vs

Brig. Rogers

In Union County Court of Common Pleas.

The defendant for Answer says:

That the wood mentioned in the plaintiffs petition was cut prior to the last day of March 1889, and at the last named date the plaintiff wanted the defendant to give him steady employment, and it was then mutually agreed between plaintiff and defendant that the plaintiff would work for defendant from the 8<sup>th</sup> day of April 1889 to the last of November 1889, and the defendant agreed to give the

plaintiff in November, 1889, one month.

of said term every fr wood, and said work completion the plaintiff defendant said 14<sup>th</sup> day of tract, all defendant second

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plaintiff's employment from the 8<sup>th</sup> day of April to the last of November, 1889, and to pay the plaintiff at the rate of \$16<sup>00</sup> per month. The time fixed for payment was at the completion of said term, but the defendant did let the plaintiff have money from time to time, and thus paid for cutting said wood, and the plaintiff became indebted to defendant for said money in the sum of thirty dollars. Before the completion of his term, to wit; on the 14<sup>th</sup> day of September, 1889, the plaintiff abandoned his contract without the fault of the defendant and plaintiff never worked for defendant after said 14<sup>th</sup> day of September, 1889 and refused to complete his contract, all of which was against the wish and consent of defendant.

Second Defense: The defendant further says:

That at the time of entering into the contract with the plaintiff as stated in the first defense the defendant was carrying on a tile factory and a farm at the same time. Before and at the time entering with said contract he informed the plaintiff that if he employed him he would have to agree to stay until the last of November so that defendant would be through with cutting and husking his corn and that he would not agree to hire plaintiff on any other terms, and that he would bind himself to give plaintiff employment during said term, and if the plaintiff left before his time was out he would not pay him anything. Knowing this at the time of said employment it was expressly agreed that if defendant discharged plaintiff before his time was out he was to pay him for full time and if the plaintiff abandoned his contract and left the plaintiff's service before his term was completed he was not to have any pay.

The defendant says that about the time his corn was ready to cut and while defendant was pushing the work at his tile factory, to wit: September 14<sup>th</sup>, 1889, the plaintiff without any cause so far as defendant was concerned left the defendant's service and abandoned his contract.

Defendant says that before leaving him the plaintiff was notified by defendant not to leave and urged to stay and was told that if he left he would not be entitled to any pay for what he had done and that it would result in great damage to defendant for him to leave, yet the plaintiff would not stay and complete his contract.

Defendant says that at the time the plaintiff left him he was crowded with his work, and it was a great loss and damage to him; that hands were scarce and defendant was unable to procure another for several weeks and the other employes could not work on the tile mill to advantage, so that defendant suffered a great loss.

He defendant denies that he owes the plaintiff anything

but says that there is due him from the plaintiff for money loaned and advanced to him from time to time the sum of \$30<sup>00</sup> with the interest from September 14<sup>th</sup>, 1889.

Wherefore defendant prays for judgment against the plaintiff for the sum of \$30<sup>00</sup> with interest from September 14<sup>th</sup>, 1889 and for all proper relief.

J. D. Cameron,  
Atty. for Deft.

The State of Ohio  
Union County ss

Benj. Rogers being first sworn says the facts stated in his foregoing answer are true as he believes.

B. Rogers.

Sworn to before me and signed in my presence this 5<sup>th</sup> day of April 1890.

A. M. Croy, Clerk.

Reply

5892

Afterward, on the 20<sup>th</sup> day of June, 1890, a Reply was filed with the Clerk of said Court.

J. F. Stralun

vs

Court of Common Pleas Union County Ohio

Benj. Rogers

The plaintiff now comes by leave of the Court and for his reply to the defendants first defencer says: he admits the date of cutting said wood as therein stated, and that plaintiff commenced work on the 8<sup>th</sup> day of April, 1889, and that he was to be paid \$16<sup>00</sup> per cord, and he denies each and every other allegation therein contained.

And for reply to defendants second defencer says he admits that he was carrying on a tile factory and farm and says he denies each and every other allegation therein contained.

Robinson & Woodburn  
& W. W. Ayres, Attys. for Plff.

State of Ohio  
Union County ss

J. F. Stralun, being first duly sworn says the facts stated and allegations in the foregoing Reply are as he believes true.

J. F. Stralun.

Sworn to before me and signed by J. F. Stralun this 20<sup>th</sup> day of June, 1890.

A. M. Croy, Clerk

By W. M. Winget, Deputy.

Entry

5892

Afterward, on the 23<sup>rd</sup> day of June, 1890, the following Entry was made on the Journal by the Clerk of said Court.

J. F. Stralun

vs

Journal 15, Page 344

Benj. Rogers

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This day came the parties by their attorneys; also came the following named persons as Jurors:

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|----------------------------------|-------------------------------------|----------------------------------------------------------|
| 1 <sup>st</sup> . Butler A. Wood | 5 <sup>th</sup> . James Craunston   | 9 <sup>th</sup> . S. O. Krapp.                           |
| 2 <sup>nd</sup> . Jerome Aikley  | 6 <sup>th</sup> . John Gosnell      | 10 <sup>th</sup> . W <sup>m</sup> Congrave               |
| 3 <sup>rd</sup> . S. R. Berger   | 7 <sup>th</sup> . A. W. Robinson    | 11 <sup>th</sup> . Eli Gabriel <sup>2<sup>nd</sup></sup> |
| 4 <sup>th</sup> . W. H. Anthony  | 8 <sup>th</sup> . Jacob Bowermiddle | 12 <sup>th</sup> . Albert Gardner, who                   |

were duly impaneled and sworn according to law, and this cause came on to be heard on the pleadings and evidence and the said jury having heard the evidence, and arguments, and the hour of adjournment having arrived this cause was continued until 8-30 o'clock tomorrow morning.

entry Afterward, on the 24<sup>th</sup> day of June, 1890, the following entry was made on the Journal by the Clerk of said Court.

5892 J. F. Stralun

vs

Brig. Rogers

Journal 15, Page 347.

This day again came the parties by their attorneys, also came the jurors heretofore impaneled in this case and the said jury having heard the charge of the Court, retired to the room for deliberation. And now came the said jury into open Court with their verdict in writing signed by their foreman and say:

"We, the jury, being duly impaneled and sworn and affirmed find the issue in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of (\$45.96) Forty five <sup>96</sup>/<sub>100</sub> dollars.

John A. Gosnell, Foreman

entry Afterward, on the 25<sup>th</sup> day of June, 1890, an entry was made on the Journal by the Clerk of said Court.

5892 J. F. Stralun

vs

Brig. Rogers

Journal 15, Page 353

This day came this cause to be further heard by the Court on the motion for judgment. Whereupon the Court doth consider order and adjudge that plaintiff recover of the defendant said sum of Forty-five dollars and ninety-six cents found due by the verdict of the jury and his costs herein appended taxed to -- \$.

Attest  
 R. M. Long clerk



Oreas continued and held at the Court House in Marysville, within and for the County of Union, in the South 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 26 day of May in the year of our Lord one thousand eight hundred & ninety.

On it remembered, that heretofore, to-wit, on the 8<sup>th</sup> day of February, 1890, Millard F. Bangstaff, filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mary M. Keown et al. to-wit:

Petition Millard F. Bangstaff as Guardian  
of Andrew Perry Keown  
vs.  
Mary M. Keown & Erster Keown

Court of Common Pleas,  
Union County, Ohio.

The plaintiff says: That on the 4<sup>th</sup> day of February, A. D. 1890, he was appointed as Guardian of the estate of Andrew Perry Keown, a minor, by the Probate Court of Union County, Ohio, and that he thereupon duly qualified.

That on or about the 12<sup>th</sup> day of December A. D. 1889, one Philip M. Keown of said Union County Ohio, died intestate, seized of an estate in fee simple in the following lands and tenements, viz: "Situated in the Village of Magnetic Springs County of Union and State of Ohio. Being in lots numbers fourteen (14), thirty three (33) & thirty four (34) in said Village. For a more definite description thereof reference is made to the recorded plat of said Village in the office of the Recorder of said Union County, Ohio."

That said premises descended to the following persons, the children of said Philip M. Keown, deceased, and are now owned by them in the following proportions as tenants in common, to-wit: To said Andrew Perry Keown, a ward of said plaintiff, a son of said decedent, one equal undivided one-half of said premises in fee, and to said Erster Keown, a son of said decedent one equal undivided one-half thereof in fee.

Your petitioner further represents that said Mary M. Keown, is the widow of said Philip M. Keown, deceased, and who resides in said Union County Ohio, is entitled to dower in said premises.

Your petitioner therefore prays that said Mary M. Keown and Erster Keown be made parties defendant herein; and your petitioner desiring to hold the interest of his said ward in severally prays that partition of said premises may be made, and that the dower of the said Mary M. Keown may be also assigned in said premises; or if it shall appear that partition cannot, without manifest injury, be made, then that the same may be sold, or other order taken pursuant to the statute in such case made and provided.

John M. Brodrick, Atty. for Plff.

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Summons

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The State of Ohio  
County of Union ss

Millard F. Bangstaff, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition, are as affiant believes, true.

M. F. Bangstaff.

Sworn to by the said Millard F. Bangstaff, before me, and by him signed in my presence, this 8<sup>th</sup> day of February, 1890.

[seal]

A. M. Croy, Clerk.

To the Clerk:

Issue summons to Sheriff of Union County Ohio, for defendants returnable according to law. Indorse: "Action for Partition & Dower."

John M. Brodick, Atty. for Plff.

Summons

5932

Afterward, on the 22<sup>nd</sup> day of February, 1890, a summons was issued by the Clerk of Court, indorsed as follows:

The State of Ohio,  
Union County ss

Summons.

You are hereby commanded to notify Mary M. Bawn & Oester Bawn that they have been sued by Millard F. Bangstaff, Guardian re: in the Court of Common Pleas of said Union County, and that unless they answer by the 22<sup>nd</sup> 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 rendered accordingly.

You will make due return of this summons on the 3<sup>rd</sup> day of March, 1890.

Witness my hand and the seal of said Court, this 22<sup>nd</sup> day of February, 1890.

[seal]

A. M. Croy, Clerk.

Indorsed: "Action for Partition & Dower"

Sheriff's Return

And afterward, on the 3<sup>rd</sup> day of March, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

5932

|         |     |    |
|---------|-----|----|
| Service | 5   | 45 |
| Mileage | 2   | 40 |
| Copies  |     | 40 |
| Total   | \$3 | 25 |

The State of Ohio  
Union County ss

Sheriff's Return.

Received this writ February 22<sup>nd</sup> 1890 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 defendants on the 3<sup>rd</sup> day of March, 1890.

Thomas Martin, Sheriff.

I hereby acknowledge service of this summons and enter my appearance herein March 3<sup>rd</sup>, 1890.

Oester M. Bawn.



entry

5932

Afterward, on the 26<sup>th</sup> day of May, 1890, an entry was made on the Journal by the clerk of said Court.

Millard F. Baugstaff

vs

Mary M. Hawn

Journal 15, Page 302

This day this cause came on to be heard on the petition and the evidence, and the court find that all of the defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer thereto. Thereupon the court further find that the plaintiff as guardian as set forth and the defendants hereinafter named are tenants in common in the estate described in the petition; that the said Mary M. Hawn, widow is entitled to dower therein, and that subject thereto the said Andrew Perry Hawn, plaintiff's ward, has a legal right to the one half of said estate and the defendant Lester Hawn a legal right to the remaining one half thereof; and that the plaintiff is entitled to have partition made of said premises as prayed in his petition.

It is therefore ordered, adjudged, and decreed, that partition of said estate be made, and that dower therein be assigned to the said Mary M. Hawn; <sup>2</sup>/<sub>3</sub> W<sup>m</sup> King, W<sup>m</sup> Watrous and H. M. M<sup>r</sup> Fadden three judicious and disinterested freeholders of the vicinity, are hereby appointed commissioners to make and set off the same. And it is ordered that if said estate is entire, and cannot be divided by metes and bounds, the dower of the said Mary M. Hawn be assigned as of a third part of the rents, issues and profits thereof, and that said estate be appraised both subject to and free from, the said dower interest.

And it is ordered that a writ issue to the Sheriff of Union County, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties, the part and proportion of said estate to which they are hereinbefore severally found entitled, and also cause to be set off and assigned, in manner as above ordered, the dower of the said Mary M. Hawn.

And of his proceedings herein, the said Sheriff is ordered to make due return.

Writ of Partition

5932

Afterward, on the 27<sup>th</sup> day of May, 1890, Writ of Partition & Dower was issued by the clerk of said Court.

State of Ohio  
Union County, ss

To the Sheriff of said County, Greeting:

We command you, that without delay, by the oaths of William King, William Watrous & H. M. M<sup>r</sup> Fadden you cause to be set off and assigned to Mary M. Hawn, widow of Philip M. Hawn late of said County, deceased, one full equal third part of the real estate hereinafter described; and that in like manner by the like oaths of the same men, you cause partition to be made

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of the following real estate, situate in the Village of Magnetic Springs, County of Union and State of Ohio. Bring the lots numbers Fourteen (14) Thirty-three (33) & Thirty-four (34) in said Village. For a more definite description thereof reference is made to the recorded plat of said Village in the office of the Recorder of said Union County Ohio

Subject to said Dower Estate, among the persons named herein, and in the following proportions, to wit:

To Andrew Perry Hawn, one-half part; to Ester Hawn one-half part; in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain civil action, for Partition of Dower, wherein the said Millard F. Bangstaff, as Guardian of said Andrew Perry Hawn, Plaintiff, vs said Mary M. Hawn & Ester Hawn are Defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith

Witness, my name and the Seal of the Court of Common Pleas, at the Court House in Marysville Ohio, this 27<sup>th</sup> day of May, A. D. 1890.

A. M. Croy, Clerk

By W. M. Winget, Deputy.

And afterward, on the 28<sup>th</sup> day of May, 1890, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

|            |       |                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service    | \$ 30 | As commanded by the foregoing writ of Partition vs Dower, I have executed the same by the oaths of H. M. Fadden, William King and William Watrous; and the said Commissioners bring of the opinion that the said premises cannot be divided without manifest injury, I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners, herewith returned. |
| Milage     | 2 40  |                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| Comm. Fee. | 3 00  |                                                                                                                                                                                                                                                                                                                                                                                                                           |

Given under my hand this 27<sup>th</sup> day of May, 1890. Thomas Martin, Sheriff.

Millard F. Bangstaff, Guard. re

Mary M. Hawn et al

According to the command of the writ of Partition vs Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn

and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same, subject to said Dower Estate, at \$333<sup>33/100</sup> for Lot N<sup>o</sup> 14, \$50<sup>00</sup> for Lot N<sup>o</sup> 33 & \$50<sup>00</sup> for Lot N<sup>o</sup> 34.

We also estimate the value of said premises free and discharged from said Dower at \$500<sup>00</sup> for Lot N<sup>o</sup> 14, \$15<sup>00</sup> for Lot N<sup>o</sup> 33

Sherriff's Return

5932

Comm. Report

5932

$\frac{2}{3}$  of \$75<sup>00</sup> for Lot N<sup>o</sup> 34. We also estimate the yearly rent, less the profits of said Lot at \$75<sup>00</sup>.

Sworn under our hands, this 27<sup>th</sup> day of May, 1890.

H. M. Fadden  
Wm King  
Wm Watrous.

Answer Afterward, on the 28<sup>th</sup> day of May, 1890, an Answer was filed with the Clerk of said Court.

5932 Millard F. Bangstaff, Guardian of Andrew Perry Hawn

Court of Common Pleas Union County Ohio.

or  
Mary M. Hawn vs Lester Hawn

And now comes the said defendant Mary M. Hawn & for her Answer herein admits that plaintiff is entitled to partition and this defendant expressly waives assignment of her dower by metre & bounds and asks that in lieu thereof she be allowed the reasonable value of her dower interest in money.

Mary M. Hawn.

State of Ohio  
County of Union ss

Mary M. Hawn, the said defendant being sworn makes oath that the facts stated in the foregoing Answer, are as affiant believes true.

Mary M. Hawn.

Sworn to by the said Mary M. Hawn, before me, and signed by her in my presence this 28<sup>th</sup> day of May, 1890.

A. B. Stricker

seal

Notary Public.

Entry Afterward, on the 28<sup>th</sup> day of May, 1890, an Entry was made on the Journal by the Clerk of said Court.

5932 Millard F. Bangstaff Guardian

Journal 15, Page 316

or  
Mary M. Hawn et al

This day this cause came on for hearing: upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same.

And it appearing from said report that said estate could not be divided by metre and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisal of said estate, free from the dower of the said Mary M. Hawn, who has filed her answer herein waiving assignment of dower by metre and bounds and electing to take the reasonable value thereof in money -- at \$500<sup>00</sup> for the Lot N<sup>o</sup> 14, \$75<sup>00</sup> for the Lot N<sup>o</sup> 33 & \$75<sup>00</sup> for the Lot N<sup>o</sup> 34, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to

take the said plaintiff, in the dower and that Ohio.

Order of Sale in was issued  
Petition The State Union Co

5932

Ohio, with A. D. 1890 in wherein M is Plaintiff we commit public an described, County of Fourteen

For to the reco of said the Lot N<sup>o</sup> 33 & discharge that your to our sa hereof an u

Sheriff's Return said County, w

5932

Service  
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Return  
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Total  
Printer Fee.

in this M who bid f and Will hundred two-third



take the said estate at its appraised value, on motion of the plaintiff, it is ordered that said estate free and discharged of the above estate of said Mary M. Kawan, be sold at public auction and that an order issue therefor to the Sheriff of Union County Ohio.

Order of Sale in Partition 5932 Afterward, on the 28<sup>th</sup> day of May, 1890, an Order of Sale was issued by the Clerk of said Court.

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

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the May term, A. D. 1890 in a certain civil action, now pending in said Court, wherein Millard F. Bangstaff as Guardian of Andrew Perry Kawan is Plaintiff and Mary M. Kawan and Lester Kawan are Defendants we command you that, without delay, you proceed to sell, at public auction, the lands and tenements in said petition described, to-wit: Situated in the Village of Magnetic Springs County of Union and State of Ohio. Bring in lots numbers Fourteen (14) Thirty-three (33) & Thirty-four (34) in said Village

For a more definite description thereof reference is made to the recorded plat of said Village in the office of the Recorder of said Union County Ohio. Lot N<sup>o</sup> 14 appraised at \$500<sup>00</sup> Lot N<sup>o</sup> 33 appraised at \$75<sup>00</sup> & Lot N<sup>o</sup> 34 appraised at \$75<sup>00</sup> free & discharged from the above estate of Mary M. Kawan; and that your proceedings in the premises you make known to our said Court of Common Pleas at the present term; hereof and have you then and there this writ.

Witness my hand and the Seal of the said Court,  
at Marysville, Ohio, this 28<sup>th</sup> day of May, 1890.

A. M. Gray, Clerk.

By W. M. Winger, Deputy.

Sheriff's Return 5932 Afterward, on the 7<sup>th</sup> day of July, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

|                 |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service         | 60      | As commanded by this writ, I have caused the lands and tenements herein described to be duly advertised for thirty days next preceding the day of sale in the Marysville Tribune, a newspaper printed and in general circulation in Union County, Ohio; and on the 28 <sup>th</sup> day of June A. D. 1890 at one o'clock, P. M. on said day, at the door of the Court House in said County, I offered for sale at public auction, the lands and tenements described in this writ. And there and there came Mary C. Kawan who bid for lots N <sup>o</sup> 33 & 34 the sum of One hundred dollars and William Watrous who bid for lot N <sup>o</sup> 14 the sum of Three hundred & thirty-four dollars, said sum being more than two-thirds the appraised value; and they being the highest |
| Mileage         | 2 00    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Exp. to Printer | 30      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Comdage         | 3 01    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Return          | 25      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Ward (2)        | 4 00    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Total           | \$10 16 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Printer's Fee   | 12 00   | and they being the highest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



best bidder I declared the purchaser.

Thomas Martin Sheriff

Proof of Millard F. Langstaff as Guard of  
Publication Andrew Perry Brown

Court of Common Pleas  
Union County Ohio

5932 Mary M. Brown & Lester Brown

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday, June 28<sup>th</sup>, 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 Bersburg, County of Union and State of Ohio, and bounded and described as follows: Situated in the Village of Magurtic Springs, County of Union and State of Ohio, being Lots Nos. Fourteen (14) Thirty-three (33) & thirty-four (34) in said Village.

For a more definite description thereof, reference is made to the recorded plat of said Village in the office of the Recorder of said Union County Ohio.

Lot No. 14 appraised at \$500<sup>00</sup>, Lot No. 33 appraised at \$75<sup>00</sup>, & Lot No. 34 appraised at \$75<sup>00</sup> free and discharged from the above estate of Mary M. Brown.

Terms of Sale; One-third cash, balance in two annual payments, secured by mortgage on the premises, six per cent interest payable annually on deferred payments.

Printer's Fee - \$12<sup>00</sup>

Thomas Martin, Sheriff  
Union County Ohio.

May 28<sup>th</sup>, 1890. S. W. R.

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 May 28<sup>th</sup>, 1890.

W. C. Shearer.

Sworn to and subscribed before me, this 7<sup>th</sup> day of July, 1890.

A. M. Croy, Clerk.

Afterward, on the 9<sup>th</sup> day of July, 1890, an entry was made on the Journal by the Clerk of said Court.

Entry Millard F. Langstaff Guard. re

Journal 15, Page 366

5932 Mary M. Brown et al

On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved & confirmed. And the said Sheriff is ordered

By order  
Watrous, the  
Mary C. H.  
the said

And  
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the Court  
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is \$110.<sup>00</sup>

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against  
Wm. M. Br  
of John H  
Alex Str

Petition  
5990

by deeds duly executed to convey said Tr Lot No 14 to William Watson, the purchaser thereof and said Tr Lot No 33 & 34 to Mary C. Howe, the purchaser thereof, free of the dower of the said Mary M. Howe.

And the said Mary M. Howe having by her Answer elected to receive in lieu of her dower, its value in money, the Court find from the testimony that said Mary M. Howe is 34 years old, and that the just and reasonable value thereof is \$110.<sup>02</sup>

It is further ordered that out of the proceeds of said sale the Sheriff pay---

First. To the Treasurer of Union County, Ohio, the taxes on said lots, to wit: \$--

Second. To the Clerk of this Court the costs of this action, including a counsel fee of \$21.<sup>70</sup> to John M. Crockett for his services herein, taxed at \$--

Third. To the said Mary M. Howe out of the residue of said proceeds the sum \$36.68.

Fourth. To the said plaintiff & said Lester Howe each one-half of the remainder of said cash proceeds.

Fifth. To the said Mary M. Howe, one note for \$36.<sup>07</sup> due in one year, and one note for \$36.<sup>07</sup> due in two years after date.

Sixth. That one-half of the notes for the remainder of said proceeds be delivered to said plaintiff as Guardian for said Andrew Perry Howe.

Seventh. The remaining one-half of the notes for the deferred payments of said proceeds be delivered to said defendant Lester Howe.

Attest R M Conroy clerk



Was 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 26<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety.

On it remembered that, heretofore, to wit, on the 14<sup>th</sup> day of May, 1890, Wm M. Brown, Admr. filed in the Clerk's Office of the said Court of Common Pleas the following Petition

Petition against Alex. Stewart, to wit:

Wm M. Brown as Admr. on the estate of John H. Stewart dec'd.

Alex Stewart

Court of Common Pleas Union County Ohio.

The plaintiff says that he is the duly appointed and

5990



qualified Administrator on the estate of John H. Stewart, late of Union County Ohio, deceased.

Plaintiff further says that on the 22<sup>nd</sup> day of November 1870, the defendant Alex. Stewart executed and delivered to Joseph Russell his promissory note due in thirty days from said date for the sum of One hundred and ninety dollars.

That John H. Stewart then in full life became surety on said note for said Alexander Stewart, and without any consideration whatever as plaintiff charges -- but only to accommodate said Alexander, and enable him to raise the amount named in said note. The following is a copy of said note to wit:

" November 22<sup>nd</sup>, 1870. Thirty days after date, I promise to pay to Joseph Russell for value received the sum of One hundred & ninety dollars.

[Signed] Alex. Stewart  
John H. Stewart.

That on the 21<sup>st</sup> day of August, 1877, said Russell brought an action in the Court of Common Pleas of Union County Ohio against said Alex Stewart and said John H. Stewart upon said note -- the same being then wholly unpaid, -- for said sum of \$190<sup>00</sup> and interest on the same from December 22<sup>nd</sup>, 1870, which amount with the interest then due and \$4<sup>00</sup> costs are paid by the said John H. Stewart, before said note was put into judgment, to wit: about September 3<sup>rd</sup> 1877.

That said Alex Stewart paid nothing on said note, and the full amount of the same with the interest and said costs was paid by said John H. Stewart, then in life, and he lifted said note on making said payment, and hold the same against the said Alexander; as plaintiff charges -- and plaintiff charges that said estate of said John H. Stewart owns said note, and is entitled to collect the same with the interest, and said \$4<sup>00</sup> costs from said Alex Stewart.

Second Cause of Action. Plaintiff further says that on January 1<sup>st</sup>, 1877, the said Alex Stewart executed and delivered to the Farmers Bank of Union County our other promissory note for the sum of \$481.<sup>80</sup> due 30 days after said date with 8 per cent interest after due, interest payable annually.

A copy of said note with all indorsements is hereto attached marked "A" and made a part hereof. That said Alex Stewart paid nothing on said note. That John H. Stewart then in life, became and was surety on said note for said Alex, and without any consideration for so becoming surety, but only to accommodate said Alexander, and to enable him to raise for his own use the amount of money named in the note.

That on April 1<sup>st</sup>, 1877, said John H. Stewart as such surety paid said note to avoid costs, he paying said sum of

\$481.<sup>80</sup> in full and lifted plaintiff and has the right on said note at right place. Plaintiff for the sum of 1870 and in annually and further

The facts state

Sworn By him in

Copy of Note "A" mar Ninety severally at their of <sup>80</sup>/<sub>100</sub> dollars And this note, us, or with due, in a and wait judgment holders of per cent become due and wait Wit

On at the date

Answer After filed with 5990 Wm M. Cro Alexander

signed the other alleg



\$481.<sup>00</sup> in full, including the interest at 8 per cent. due thereon, and lifted said note and became the owner thereof, <sup>2/3</sup> plaintiff avers and charges, that he as such Administrator has the right and is entitled to collect from said Alex Stewart on said note said sum of \$481.<sup>00</sup> with interest payable annually at eight per cent. from February 1<sup>st</sup>, 1877.

Plaintiff therefore asks judgment against defendant for the sum of \$676.<sup>00</sup> with interest on \$194.<sup>00</sup> from December 22<sup>nd</sup> 1870 and interest on \$481.<sup>00</sup> with 8 per cent. interest payable annually from February 1<sup>st</sup>, 1877, and plaintiff asks all other and further relief to which he may be entitled to:

Order & Order

Attorneys for Plaintiff

The plaintiff William M. Brown makes oath that the facts stated in the foregoing petition are true as he believes.

William M. Brown.

Sworn to by William M. Brown before me and signed by him in my presence this 14<sup>th</sup> day of May, 1890.

Seal

A. M. Leroy, Clerk

Copy of Note "A"

Marysville, Ohio, January 1<sup>st</sup>, 1877.

Ninety days after date, as principal debtors, we jointly & severally promise to pay to the Farmers Bank of Union County, at their office in Marysville Four Hundred & eighty-one <sup>00</sup>/<sub>100</sub> dollars for value received.

And we hereby disprove 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 suite, and release all errors and waive all right of Appeal in this behalf.

Witness our hands and seals this 1<sup>st</sup> day of January, 1877.

Alex. Stewart

John H. Stewart.

On which is indorsed April 1<sup>st</sup>, 1877, Paid and taken up at the date.

Answer

Afterward, on the 27<sup>th</sup> day of May, 1890, an Answer was filed with the Clerk of said Court, which is as follows:

5990

Wm M. Brown Answer re

Court of Common Pleas, Union County, Ohio

Alexander Stewart

Now comes the defendant and admits he signed the note in said petition described but he denies all the other allegations of the said petition and says he doth not owe

the plaintiff anything thereon & therefore prays judgment against plaintiff for costs.

J. W. Robinson,  
Attorney for Defendant.

The State of Ohio  
Union County ss

J. W. Robinson, being duly sworn, says he believes the allegations of the foregoing answer are true. That he is the attorney of said Alexander Stewart who is not a resident of the said County of Union and is now absent therefrom.

J. W. Robinson.

Sworn to before me and signed in my presence by  
J. W. Robinson.

A. McCrory, Clerk.

By W. M. Winger, Deputy.

seal

entry

5990 Afterward, on the 19<sup>th</sup> day of June, 1890, the following entry was made on the Journal by the Clerk of said Court.

W<sup>m</sup> M. Brown Admr. re

vs

Alex. Stewart

Journal 15, Page 340.

This day this cause came on to be heard upon the petition of plaintiff, the answer of the defendant, and upon evidence offered by the plaintiff, and the Court after hearing the testimony and the arguments of counsel, find that the claim of plaintiff is not sustained by the evidence, and therefore find for the defendant on both causes of action stated and set forth in the petition.

It is therefore considered that the plaintiff as such Administrator pay the costs of this action taxed at \$---

Attest  
A. M. Brown, clerk



Oreas continued and held at the Court House in Marysville, within and for the County of Union, in the South 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, term, on the 26<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety.

On it remembered that, heretofore, to-wit, on the 2<sup>nd</sup> day of May, 1890, J. S. Cunningham filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Bruce Robinson, to-wit:

Petitioner J. S. Cunningham

vs

Common Pleas Court, Union County Ohio.

5981 Bruce Robinson

Defendant is indebted to plaintiff on a promissory

note of value

indorsured

Copy of "note" \$223

One year

Cunningham

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The figure

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5981

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note of which the following is a copy with all credits and indorsements thereon.

Copy of "note" \$2230<sup>00</sup> December 1<sup>st</sup> 1886.  
One year after date I promise to pay to the order of J. F. Cunningham Two thousand <sup>2</sup>/<sub>3</sub> thirty dollars at 8 per cent. from date, value received.

Bruce Robinson.

There was a mistake in the writing of the above note in this, it should have read Twenty-two hundred <sup>2</sup>/<sub>3</sub> thirty dollars as the figures indicate, instead of Two thousand <sup>2</sup>/<sub>3</sub> thirty dollars.

The following credits appear upon the back of said note: August 27<sup>th</sup>, 1888 Cr. \$378<sup>00</sup>. There are no other credits or indorsements on said note.

There is due plaintiff from defendant on the above note the sum of Twenty-two hundred <sup>2</sup>/<sub>3</sub> thirty \$2230<sup>00</sup> which he claims with interest at 8 per cent. from the 1<sup>st</sup> day of December 1886 until the 1<sup>st</sup> day of December, 1887, amounting to \$2408<sup>40</sup> and interest on \$2408<sup>40</sup> at 8 per cent. from the 1<sup>st</sup> day of December, 1887, less the credit of \$387<sup>00</sup> at 8 per cent. from the 27<sup>th</sup> of August, 1888.

Wherefore plaintiff prays judgment against defendant in the sum of \$ with interest at 8 per cent. from this date until paid and for all proper relief.

F. F. Arthur, Atty. for Plff.

The State of Ohio  
Union County ss

J. F. Cunningham, the above named plaintiff, being duly sworn says, the facts and allegations in the foregoing petition are true as he verily believes.

John Cunningham Jr.

Sworn to and subscribed by the said J. F. Cunningham before me and in my presence this 2<sup>nd</sup> day of May, 1890.

seal

R. M. Gray

Clerk of Courts.

waiver.

Thereby waive the issuing and service of Summons and enter my appearance in this case, May 2<sup>nd</sup>, 1890.

Bruce Robinson.

Entry  
5981

Afterward, on the 18<sup>th</sup> day of June, 1890, the following entry was made on the Journal by the Clerk of said Court.

John F. Cunningham

vs

Journal 15, Page 337.

Bruce Robinson

Now comes the plaintiff, by his attorney, and the defendant being in default for answer & return the Court find that the allegations of the petition are confessed by him to be true. And find that the defendant Bruce Robinson is indebted to the plaintiff John F. Cunningham in the sum of Twenty-four hundred and fifty-eight dollars and twelve cents \$2458.<sup>12</sup> as the plaintiff has in his said petition



alleged with interest at right per cent. and his costs herein repaid taxed at \$.

It is therefore considered and adjudged by the Court that the said John Cunningham recover from the defendant Bruce Robinson the said sum of \$2458 <sup>12</sup>/<sub>100</sub> dollars and his costs herein repaid, and that said judgment bear interest at right per cent. from this date June, 19<sup>th</sup>, 1890.

*Attorney*  
R. M. Brown clerk

Case 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 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred <sup>92</sup>/<sub>100</sub> ninety.

Be it remembered that, heretofore, to wit, on the 10<sup>th</sup> day of July, 1890, W. C. Fullington Admr. filed in the Clerks Office of the said Court of Common Pleas Cognovit against Henry Hancock, to wit:

|                                                                                                                                         |                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Petition The State of Ohio,<br>Union County, ss<br>6023 Walter C. Fullington Admr.<br>of James Fullington, decd.<br>vs<br>Henry Hancock | In the Court of Common Pleas.<br><br><br><br><br>Civil Action for money only. |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|

Plaintiff says that he is the duly appointed and qualified Administrator on the estate of James Fullington deceased. And the above named plaintiff says that there is due to him as such Administrator from the said Henry Hancock, defendant, on a promissory note made by the defendant to plaintiff as such Administrator and dated the 15<sup>th</sup> day of April, A. D. 1888, a copy of which note with the warrant of Attorney thereto annexed, is hereto attached the sum of One hundred <sup>2</sup>/<sub>100</sub> forty-eight dollars and ten cents, with interest thereon at 8 per cent from the 10<sup>th</sup> day of July, A. D. 1890. The plaintiff further say that he is the legal owner and holder of said note, that the same is due and unpaid, and that there is due to him as such Administrator from the defendant on said note, the said sum of \$148. <sup>10</sup>/<sub>100</sub> with 8 per cent. interest from July 10<sup>th</sup>, 1890.

Whereupon, the plaintiff asks judgment against said defendant for the sum of One hundred <sup>2</sup>/<sub>100</sub> forty-eight dollars and ten cents, with interest at 8 per cent. from the 10<sup>th</sup> day of July, 1890.

Porter & Porter  
Attorneys for Plaintiff.

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Answer Walter C. Fullington  
James Fullington

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July 10<sup>th</sup>, A.

The State of Ohio  
Union County ss

John L. Porter makes oath that he is the attorney for the above named plaintiff and says that he believes the statement in the foregoing petition to be true. He further says that this action is founded upon a written instrument for the payment of money, and is in Affiant's possession as such attorney.

John L. Porter.

Subscribed by John L. Porter in my presence, and sworn to by him before me, this 10<sup>th</sup> day of July, A. D. 1890.

A. M. Crory, Clerk

By W. M. Waight, Deputy

seal

\$ 132.<sup>50</sup>

Marysville, Ohio, April 15, 1888.

Nine months after date, as principal debtors, we jointly and severally promise to pay to the order of James Fullington One hundred thirty two  $\frac{5}{100}$  dollars.

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 anytime after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this note for the amount of said note, with 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 Appeal in this behalf.

Witness our hands and seals, this 15<sup>th</sup> day of April, 1888.

Our January 15<sup>th</sup>, 1889.

seal

Henry Hancock.

Answer Walter C. Fullington Admr.  
James Fullington, deceased.

6023

Henry Hancock.

Court of Common Pleas,  
Union County Ohio.

And now come Henry Hancock, the above named defendant, by the undersigned J. B. Cole, Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiff's petition, and against the above named defendant, for the sum of One hundred  $\frac{48}{100}$  forty-eight dollars and ten cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendant's right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

July 10<sup>th</sup>, A. D. 1890.

J. B. Cole, Atty. for deft.



entry Walter C. Fullington Admr.  
of James Fullington, deceased

0023

vs  
Henry Hancock

Journal 15, Page 367.

This day came the plaintiff by Porter & Porter  
Attorney, and thereupon came J. B. Cole, one of the Attorneys of  
Record of this Court, who, by virtue of a warrant of Attorney duly  
executed, and now produced in open Court and duly proven,  
waived the issuing and service of process, and entered appearance  
of said defendant herein, and by virtue of the same warrant  
of Attorney, confesses that there is due from said defendant  
to said plaintiff as is alleged in said plaintiff's petition, the  
sum of \$148.<sup>10</sup>

It is therefore considered that said plaintiff do recover  
of said defendant the said sum of \$148.<sup>10</sup> so as aforesaid  
confessed to be due, together with costs of suit herein, to be  
taxed and with interest to be computed at the rate of 8 per  
centum per annum. And by virtue of said warrant of  
Attorney, all errors are waived, and all right of appeal, and all  
right to file a petition in error are waived.

Attest R. M. Evans clerk

Olvas 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 Olvas of the State of  
Ohio, before the Honourable John A. Rice, Judge of said Court of  
the term of May, to-wit, on the 26<sup>th</sup> day of May, in the year  
of our Lord one thousand eight hundred & ninety.

On it remembered that, heretofore, to-wit, on the 26<sup>th</sup> day  
of May, 1890, Hill & Lenoxy filed in the Clerk's Office of the  
said Court of Common Olvas the following Cognovit against  
J. Van Cleve to-wit:

Petition

The State of Ohio,  
Union County ss

Court of Common Olvas.

6002

M. W. Hill & C. O. Lenoxy  
the firm name of  
Hill & Lenoxy  
vs  
J. Van Cleve

The defendant, on the 26<sup>th</sup> day of September, A. D.  
1887, executed and delivered to plaintiff Hill & Lenoxy, his  
promissory note of that date, with the warrant of attorney  
annexed, which warrant & note are hereto attached, marked  
Exhibit "A" and made a part of this petition.

Said note is unpaid and there is now due the plaintiff

on said note  
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The State  
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on said note the sum of Three hundred  $\frac{2}{10}$  fifty dollars, with interest at the rate of 6 per cent. per annum, from the 26<sup>th</sup> day of September, A. D. 1887.

Wherefore plaintiff prays judgment against said defrauder for the sum of Three hundred  $\frac{2}{10}$  fifty dollars with interest thereon from the 26<sup>th</sup> day of September, A. D. 1887, at the rate of 6 per cent. per annum till paid, and for costs of suit.

S. S. Gardiner,

Attorney for Plaintiff

The State of Ohio  
Union County, ss

S. S. Gardiner being sworn, says he is the attorney of said plaintiffs, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

S. S. Gardiner.

Sworn to by said S. S. Gardiner, before me, and by him signed in my presence, this 26<sup>th</sup> day of May, A. D. 1890.

A. W. Croy, Clerk

By W. M. Winger, Deputy.

" \$350<sup>00</sup> Thirty months after date, for value received, we jointly and severally promise to pay Hill  $\frac{2}{10}$  Leno at the Richwood Deposit Bank in Richwood, Three hundred  $\frac{2}{10}$  fifty dollars with interest at the rate of 6 per cent. per annum until paid; interest to be computed every year, with 5 per cent. attorney fee, if collected.

" And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us, or either of us, in any of said Courts, at any time after the above note becomes due, and confess judgment thereon, against us, or either of us, in favor of the payee or indorser hereof, for the sum due on said note, with all interests  $\frac{2}{10}$  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  $\frac{2}{10}$  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 set out any writ of error; and our said Attorney is hereby authorized to enter such release in said Judgment

" Witness our hand  $\frac{2}{10}$  seal this 26<sup>th</sup> day of September 1887.

J. W. Van Cleve.

P. O. Address - Billy Chapel, O.

Secured by Chattel Mortgage.

Answer The State of Ohio  
 Union County ss  
 6002 M. W. Hill & O. O. Druop  
 the firm of  
 Hill & Druop  
 vs  
 J. W. Van Cleve

Court of Common Pleas.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiffs, against said defendant, on said note, for the sum of Four hundred and five dollars and 50 cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

W. S. Hoopes. Attorney for Defendant.

Entry M. W. Hill & O. O. Druop  
 the firm of Hill & Druop  
 6002 vs  
 J. W. Van Cleve

Journal 15, Page 304

This day came the plaintiffs by their attorney; also appeared in open Court, for and on behalf of said defendant, W. S. Hoopes, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant entered the appearance of said defendant, and waived the issuing and service of process in this action and confessed a judgment on said note against said defendant, and in favor of said plaintiffs four four hundred and five and 50/100 dollars, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of \$455 dollars and 50 cents, being the amount of said note with interest computed at 6 per cent. per annum, from the 26<sup>th</sup> day of September, 1887; and also costs being expended taxed at \$---

Attest R. M. Brown clerk



The  
 Marysville,  
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On the  
 of May, 189  
 said Court  
 J. W. Van Cle  
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These continued and held at the Court House in Marysville, within and for the County of Union, in the Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Rice, Judge of said Court of the term of May, to-wit, on the 26<sup>th</sup> day of May, in the year of our Lord our thousand eight hundred & ninety.

So it remembered that, heretofore, to-wit, on the 26<sup>th</sup> day of May, 1890, Hill & Druse filed in the Clerk's Office of the said Court of Common Pleas the following Cognovit against J. W. Van Cleve to-wit:

Petition The State of Ohio  
Union County ss  
6001 M. W. Hill & C. P. Druse  
the firm Hill & Druse  
vs  
J. W. Van Cleve

Court of Common Pleas

The defendant, on the 26<sup>th</sup> day of September, 1887, executed to plaintiff, Hill & Druse the promissory note of that date, with the warrant of attorney annexed, which warrant and note, with all the endorsements thereon, are hereto attached, marked Exhibit "A" and made a part of this petition.

Said note is unpaid, except as shown by said endorsements, and there is now due the plaintiffs on said note the sum of three hundred & seven dollars & 46 cents, with interest at the rate of 6 per cent per annum, from the 26<sup>th</sup> day of May A. D. 1890.

Wherefore plaintiffs pray judgment against said defendant for the sum of three hundred & seven dollars & 46 cents, with interest thereon from the 26<sup>th</sup> day of May A. D. 1890, at the rate of 6 per cent. per annum till paid, and for costs of suit.

S. S. Gardiner,  
Attorney for Plaintiff.

The State of Ohio,  
Union County ss

S. S. Gardiner, being sworn, says that he is the attorney of said plaintiffs, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

S. S. Gardiner

Sworn to by said S. S. Gardiner before me, and by him signed in my presence, this 26<sup>th</sup> day of May, A. D. 1890.

A. M. Erory, Clerk

By W. M. Winger, Deputy.

seal



350<sup>00</sup> Eighteen months months after date, for value received, we jointly and severally promise to pay Hill & Ernoy at the Richwood Deposit Bank in Richwood, Ohio, Three hundred & fifty dollars, with interest at the rate of 6 per cent per annum until paid; interest to be computed every year with 5 per cent attorney fee, if collected.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us, or either of us, in any of said Courts, at any time after the above note becomes due, and confess judgment thereon, against us, or either of us, in favor of the payee or endorsers hereof, for the sum due on said note, with all interests and costs of suits; said judgment to draw the rate of interest specified in note, after rendition until paid.

We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may accrue in the rendition of said judgment and all right to sue out any writ of error; and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our hands & seals this 26<sup>th</sup> day of September 1887

J.O. Address: Lilly Chapel, O.

J. W. Van Cleve

Secured by Chattel Mortgage.

Endorsed: October 4<sup>th</sup>, 1887, Received on the within note \$45<sup>00</sup>.  
November 23<sup>rd</sup>, 1887, " " " " " " " \$50<sup>00</sup>.

State of Ohio,

Answer Union County ss Court of Common Pleas.

M. W. Hill & C. G. Ernoy

6001 The firm of Hill & Ernoy

J. W. Van Cleve.

By virtue of the warrant of attorney annexed to <sup>and</sup> mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defraud in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiffs, against said defraudant, on said note, for the sum of Three hundred and seven dollars and 46 cents being the amount appearing due for principal and interest on said note and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

W. S. Hoopes,

Attorney for defraudant.

Entry M. W. Hill  
the firm of Hill

6001

J. W. Van

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Entry M. W. Hill & O. O. Dwyer  
the firm of Hill & Dwyer

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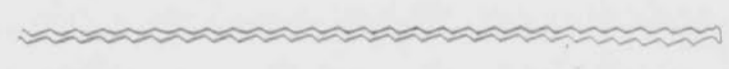
J. W. Van Cleve

Journal 15. Page 304.

This day came the plaintiffs, by their attorney; also appeared in open Court, for and on behalf of said defendant W. J. Cooper, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for three hundred  $\frac{2}{10}$  seven dollars  $\frac{2}{10}$  46 cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiffs recover of said defendant the sum of three hundred  $\frac{2}{10}$  seven dollars and 46 cents, being the amount of said note with interest computed at 6 per cent. per annum, from the 26 day of September A. W. 1887; and also costs herein reproduced taxed at 5.

Attest  
A. M. Brown Clerk



See Law Record Vol. 29, Page 177.

Afterward, on the 1<sup>st</sup> day of March, A. W. 1890, an Execution was issued by the Clerk of said Court.

The State of Ohio  
5885 Union County ss

To the Sheriff of said County; Greeting:

You are hereby commanded, that of the goods and chattels in your County, of George Shepper and Margaret Shepper you cause to be made the sum of three hundred and sixty-six  $\frac{50}{100}$  dollars,  $\frac{2}{10}$  Five  $\frac{2}{10}$   $\frac{8}{100}$  dollars, costs of suit, which by the judgment of the Court of Common Pleas, within  $\frac{2}{10}$  for the said County, at the November Term thereof, A. W. 1887 William Berger recovered against the said George Shepper and Margaret Shepper with interest thereon at 7 per centum from the 4<sup>th</sup> day of November, A. W. 1887, until paid, and also the costs of increase on said judgment and the accruing costs thereon; and for want of goods and chattels that you cause the lands and tenements in your County, of the said George Shepper & Margaret Shepper, to be sold for cash and have that money before the said Court of Common Pleas, within sixty days from the date hereof, to render unto the said William Berger.

And have you there and there this writ, with your doings



under the same duly indorsed thereon.

Witness my hand and the seal of said Court, at  
Marysville, this 1<sup>st</sup> day of March, A.D. 1890.  
A. M. Croxy, Clerk.

Afterward, on the 1<sup>st</sup> day of March, 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 March 1<sup>st</sup>, A.D. 1890, and pursuant  
to its command, on the 1<sup>st</sup> day of March, 1890, for  
want of goods and chattels I served this writ on  
the following described premises: Bring the property  
of Margaret A. Shepper to wit: Bring out lot No 28 in  
the village of Marysville, County of Union and State of  
Ohio, being fifty-seven and one-half feet front off the West side  
of the following described land. Beginning at the West corner of the  
land sold by C. Green & Wife to F. A. Reynolds on the 5<sup>th</sup> day of  
July 1879: thence northerly on Southwick's East line and passing  
this corner to Robert Grahams line ten (10) poles; thence on the  
South line of Robert Grahams and Charles Muller one hundred  
and fifty and one-half feet to a stone; thence southerly ten  
poles (10) to the North margin of South Street one hundred  
and fifty and one-half feet to the beginning, containing  
seventy-five poles more or less.

This writ returned by order of Plaintiffs Attorney.  
Thomas Martin, Sheriff.

Afterward, on the 15<sup>th</sup> day of May, A.D. 1890, Vendi Exponas  
was issued by the Clerk of said Court.

Vendi-  
Exponas The State of Ohio  
Union County ss

5883

To the Sheriff of said County - Greeting:  
Whereas, by our writ of March 1<sup>st</sup>, 1890 here  
facias, we lately commanded you that of the goods and chattels,  
or for the want thereof, then of the lands and tenements of  
George Shepper and Margaret Shepper, in your bailwick you  
cause to be made the sum of Three hundred & sixty-six & 2/10  
dollars judgment, and five & 7/10 dollars costs, which  
William Croxy lately in our Union County Court of Common  
Pleas, begun and held at the Court House in Marysville, in  
said Union County, on the 2<sup>nd</sup> day of December 1889, recovered  
against George Shepper & Margaret Shepper & five & 7/10 costs of  
suit. And you, at that day, returned to our said Court,  
that by virtue of said writ you had served on the following:  
Bring out lot No 28, in the village of Marysville, County of Union  
Ohio, being fifty-seven & one-half feet front off the West side  
of the following described land, to wit: Beginning at the West  
corner of the land sold by C. Green & Wife to F. A. Reynolds, on the  
5<sup>th</sup> day of July, 1879: thence northerly on Southwick's East line and  
passing the corner to Robert Grahams line ten (10) poles; thence on

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The South line of Robert Graham and Charles Muller one hundred and fifty and one-half feet to a stone: thence Southerly true poles to the north margin of South Street one hundred and fifty and one-half feet to the beginning, containing seventy-five poles more or less, which remain in your hands unsold.

Therefore, We command you, that you expose to sale said property, so by you in form aforesaid taken in execution, and have the money arising from such sale before our Court of Common Pleas, at Marysville within sixty days from the date hereof, to render to the said William Barge.

And if said property remaining in your hands not sold shall, in your opinion, be insufficient to satisfy said judgment then levy this writ on goods and chattels of said George Shepper & Margaret Shepper and for want thereof, then levy on other lands and tenements of said George Shepper & Margaret Shepper sufficient, with said property unsold, to satisfy said judgment. We have you then and there this writ.

Witness my hand, & the Seal of our said Court of Common Pleas, at Marysville, this 15<sup>th</sup> day of May A. D. 1890.

seal

R. W. Croy, Clerk.

Sherriff  
Return

Afterward, on the 23<sup>rd</sup> day of June, 1890, the Sherriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

5885-

|                 |         |
|-----------------|---------|
| Service         | \$ 60   |
| Levy            | 50      |
| Sum Apprais.    |         |
| Swear. " "      | 1 20    |
| Writing Appil.  | 35      |
| Copy of " "     | 35      |
| Notice to Otr.  | 35      |
| Affidavit of "  | 35      |
| Writing Notice  | 35      |
| Mileage         | 32      |
| Boundage on     |         |
| Mortgage        | 6 21    |
| Return          | 25      |
| Total           | \$ 0 83 |
| Printers Fees   | 15 00   |
| Appraisers Fees | 3 00    |

The State of Ohio,  
Union County ss:

In obedience to the command of the Unders. writs annexed, I did, on the 16<sup>th</sup> day of May, 1890 summon Wyr Reed, L. C. Cousad & John P. Couser, three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described; and afterwards, on the 16<sup>th</sup> day of May, A. D. 1890 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 of in money of the same at \$1200<sup>00</sup> dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 21<sup>st</sup> day of May, 1890, 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 21<sup>st</sup> day of June A. D. 1890, at One o'clock P. M. of said day. And having advertised said lands and tenements for more than thirty days previous

to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did, on said 21<sup>st</sup> day of June 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 W<sup>m</sup> Berger who bid for the same the sum of eight hundred dollars; and said sum being more than two-thirds of the appraised value thereof, and said William Berger 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 eight hundred dollars.

Thomas Martin, Sheriff.

Proof of Publication William Berger

Sheriff's Sale  
On Undi. Exponas.

5885- George Shuppen et al

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County Ohio. I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, June 21<sup>st</sup>, 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 Paris, County of Union and State of Ohio, and bounded and described as follows:

Being Out Lot N<sup>o</sup> 28 in the Village of Marysville, County of Union and State of Ohio, being fifty seven and one-half feet front off the west side of the following described land to-wit:

Beginning at the West corner of the land sold by E. Green and wife to F. A. Reynolds on the 5<sup>th</sup> day of May, 1879; thence northerly on Southwick's East line and passing the corner to Robert Graham's line true poles; thence on the South line of Robert Graham and Charles Muller 150 1/2 feet to a stake; thence southerly true poles to the North margin of South Street 150 1/2 feet to the beginning containing seven true poles.

Appraised at \$1200.  
Sum of Sale, Cash.  
Printers Fees. \$15<sup>00</sup>

Thomas Martin, Sheriff  
Union County Ohio.

The State of Ohio,  
Union County ss

The undersigned being duly sworn, says that a copy of the aforesaid notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with May 21<sup>st</sup>, 1890.

W. C. Sharr

Sworn to and subscribed before me, this 24<sup>th</sup> day of June

A. D. 1890.

Seal

A. M. Erory, Clerk.

Answer

5885

After filed with William B. or Margarette

made party said Margaret delivered to date and the sum of The Margarette delivered and there execution of said note be void.

The left with the him record County.

The for a good said note assigner the same

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W. the Sheriff sum due paid out proper re

The State Union Co facts state

Sworn 12<sup>th</sup> day of



Answer

Afterward, on the 9<sup>th</sup> day of July, 1890, an Answer was filed with the Clerk of said Court.

5885

William Berger

vs

Margaretta Shipper et al

In Union County Court of Common Pleas

Now come Conrad Wagner and Leavug Brue made party herein says: That on the 4<sup>th</sup> day of April, 1884, said Margaretta Shipper and her said husband executed and delivered to our Valentin Jelliner their promissory note of that date and thereby promised to pay to said Jelliner or bearer the sum of \$400<sup>00</sup> in our year thereafter with interest at 6%.

That to secure the payment of said note the said Margaretta Shipper and her said husband, executed and delivered to said Jelliner their mortgage deed of that date and thereby conveyed to said Jelliner the lands sold on execution in this case, said mortgage was conditioned that if said note was paid when due then said mortgage was to be void.

That on the 4<sup>th</sup> day of April, 1884, said mortgage was left with the Recorder of said County for record and was by him recorded in Vol. N<sup>o</sup> 20, on Page 586, of the Records of said County.

That on the 8<sup>th</sup> day of April, 1885, said Valentin Jelliner for a good and valuable consideration sold and delivered said note and mortgage to this defendant, and written assignment of said mortgage was entered on the record of the same.

This defendant says; that said Margaretta Shipper, from time to time paid interest on said mortgage, but that she never paid any part of the principal of said note. <sup>40</sup> That there is still justly due from said Margaretta Shipper and her husband on said note the sum of \$414.<sup>50</sup> That said sum is the first and best lien on said premises.

Wherefore this defendant prays the Court to order the Sheriff, after paying the taxes, and costs to pay the sum due as aforesaid upon said note, that the same be paid out of the proceeds of the sale of said land, and all proper relief.

J. B. Cameron Atty.

The State of Ohio

Union County ss

Conrad Wagner, being first duly sworn, says the facts stated in his foregoing answer are true as he believes.

Conrad Wagner.

Sworn to before me and signed in my presence, this 12<sup>th</sup> day of July, 1890.

Burham S. Baker.

Notary Public.



Entry  
5885

Afterward, on the 9<sup>th</sup> day of July, 1890, the following entry was made on the Journal by the Clerk of said Court.

William Berger  
vs  
Margaretta Shepper, et al

Journal 15. Page 372

This cause came on to be heard on the return of the Sheriff of the writ of Execution issued herein with his report of the proceedings and sale of lands and tenements under said writ. And the Court having carefully examined the said proceedings, being satisfied that the said sale has, in all respects, been made in conformity to the provisions of the statute in such case made and provided, finds the same to be legal, and does therefore approve and confirm the same.

It is further ordered that the Sheriff make to the purchaser William Berger, a deed in fee simple for the lands and tenements sold, to-wit: Situate in the Township of Paris County of Union and State of Ohio, and bounded and described as follows: Being Lot No 28 in the Village of Marysville County of Union and State of Ohio, being fifty-seven <sup>3</sup>/<sub>4</sub> or half feet front off the west side of the following described land to-wit: Beginning at the west corner of the land sold by S. Green & Wife to S. A. Arnold on the 5<sup>th</sup> day of May, 1879: thence northerly on Southwick's East line and passing the corner to Robert Graham's line ten poles; thence on the South line of Robert Graham and Charles Muller 150 <sup>1</sup>/<sub>2</sub> feet to a stone; thence southerly ten poles to the north margin of South Street 150 <sup>1</sup>/<sub>2</sub> feet to the beginning, containing seventy-five poles.

And the purchase is hereby subrogated to all the rights of any lien-holder who shall be satisfied herein, for the protection of his title. And a writ of possession is awarded to put the said purchaser in possession of said premises.

And the Court coming now to distribute the purchase money in the hands of the Sheriff, orders that he pay—  
First. To the Treasurer of this County the taxes <sup>3</sup>/<sub>4</sub> annually due upon the property so sold, to-wit the sum of --- \$.

Secondly. To the Clerk of this Court the costs of this action taxed at --- \$.

Third. To the order of Conrad Wagner the sum of \$414.<sup>50</sup> being the amount due upon the mortgage set up in his name.

Fourth. To William Berger the sum of --- \$ being the amount of his claim.

Fifth. The balance of said proceeds if any be pay to the said Margaretta Shepper.

Ober  
Marysville  
Circuit Judge  
State of Ohio  
said Court  
May in the  
and nine

3d  
of January  
of the said  
against J  
Petitioner Charles

vs  
5923 J. S. Robu

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Judgment

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Obras continued and held at the Court House in Marysville, within and for the County of Union, in the Southern 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 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 28<sup>th</sup> day of January, 1890, Charles Slater filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. S. Robinson to-wit:

Petitioner Charles Slater

vs

5923 J. S. Robinson

Court of Common Pleas,  
Union County Ohio.

The said plaintiff says that there is due plaintiff from said J. S. Robinson, defendant, on his note a copy of which is hereto attached marked "A" the sum of fifty-two dollars with 8 per cent. interest thereon from July 28<sup>th</sup>, 1888, for which sum plaintiff prays judgment against defendant.

Second. For a second cause of action the plaintiff says there is due plaintiff from J. S. Robinson on the note, a copy of which is hereto attached marked "B" the sum of two hundred  $\frac{2}{10}$  two  $\frac{2}{10}$   $\frac{6}{100}$  dollars with 8 per cent. interest from December 9<sup>th</sup>, 1889 for which sum the plaintiff prays judgment against defendant.

Copy of Note.

" \$52<sup>00</sup> Chicago, July 28<sup>th</sup>, 1888.

" Sixty days after date, I, or we, promise to pay to the order of Charles Slater Fifty-two dollars at his Office 161 Basalle Street Chicago. Value received with interest at 8 per cent till paid.

John Hurshaw

J. S. Robinson

Copy of Note "B" in Second Cause.

" \$202<sup>60</sup> Chicago December 9<sup>th</sup>, 1889.

" One month after date for value received I promise to pay to the order of Charles Slater Two hundred  $\frac{2}{10}$  Two  $\frac{6}{100}$  dollars with interest at 8 per cent. per annum after date until paid.

And to secure the payment of said amount I hereby authorize irrevocably any Attorney of any Court of Record to appear for me in such Court in Term time or in vacation at any time hereafter and confess a judgment without process in favor of the holder of this note for such amount as may appear to be unpaid thereon, together with costs and Twenty dollars Attorney fee to waive and release all errors which may intervene in any such proceedings.



and consent to immediate execution upon such judgment hereby ratifying and confirming all that my said attorney may do by virtue hereof.

J. S. Robinson.

The State of Ohio,  
Union County ss.

Charles Slater, being duly sworn, deposes and says the allegations of the foregoing petition are true. Further he deposes and says the said J. S. Robinson is not a resident of the State of Ohio, but is a resident of the Illinois. That said claim above mentioned in said petition is just and unpaid and there is due two hundred and fifty four  $\frac{2}{10}$   $\frac{60}{100}$  dollars with 8 per cent. interest on \$52<sup>00</sup> from July 28<sup>th</sup>, 1888  $\frac{2}{10}$  on \$202  $\frac{60}{100}$  from December 9<sup>th</sup>, 1889 on promissory notes and plaintiff ought to recover that sum from said defraudant on said notes, and further he says said J. S. Robinson is interested to the extent of one-fifth in the estate of Samuel W. Robinson, deceased, consisting of the Samuel W. Robinson farm in said County of Union and in the personal estate of which W. W. Ayres Esq. is Admr. and plaintiff asks a Garnishue process against said Admr. and further he says process of summons cannot be made on said defraudant in the State of Ohio.

Charles Slater.

Sworn to before me and signed in my presence by Charles Slater this 28<sup>th</sup> day of January, 1890.

seal

R. M. Erory, Clerk.

To the Clerk:

Issue Summons  $\frac{2}{10}$  Attachment,  $\frac{2}{10}$  Garnishue process on W. W. Ayres, Admr., of the estate of Samuel W. Robinson estate  $\frac{2}{10}$  andorse Petition on Notes for \$254  $\frac{60}{100}$  with 8 per cent. on \$52<sup>00</sup> from July 28<sup>th</sup>, 1888 and on \$202  $\frac{60}{100}$  from December 29<sup>th</sup>, 1889

Robinson  $\frac{2}{10}$  Woodburn

Atty. for Pltff.

Summons Afterward, on the 28<sup>th</sup> day of January, 1890, a Summons was issued by the Clerk of said Court.

5923 The State of Ohio,  
Union County, ss.

To the Sheriff of said County:

You are hereby commanded to notify J. S. Robinson that he has been sued by Charles Slater in the Court of Common Pleas of said Union County, and that unless he answer by the 1<sup>st</sup> day of March, A. W. 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 10<sup>th</sup> day of February, A. W. 1890.

Witness my hand and the seal of said Court this 28<sup>th</sup> day of January, A. W. 1890.

seal

R. M. Erory, Clerk.

Sherriff's Return After said Court County

5923

|         |      |
|---------|------|
| Mileage | 1    |
| Copy    | 2    |
| Return  | 1    |
| Total   | \$19 |

Indorsed: July 28<sup>th</sup>

Notice to Garnishue The State of Ohio vs Charles Slater

J. S. Robinson

of Estate of the Honourable Court Room First day questions and credit possession truly the due or n

You of February

seal

Sherriff's Return After of said Court said Court

5923

|         |      |
|---------|------|
| Service | \$30 |
| Copy    | 20   |
| Mileage | 6    |
| Total   | \$60 |

After Order of The State Charles vs J. S. Robinson



Sherriff's Return

Afterward, on the 3<sup>rd</sup> day of February, 1890, the Sherriff of said County returned said Writ to the Clerk's Office in said County which return is as follows:

5-92/3

|         |    |      |
|---------|----|------|
| Mileage | 1  | 60   |
| Copy    |    | 20   |
| Return  |    | 15   |
| Total   | \$ | 1 95 |

The State of Ohio  
Union County ss

Sherriff's Return.

Received this Writ January 28<sup>th</sup>, A. D. 1890, at 10 o'clock A. M.

The within named J. S. Robinson was not found in my County.

Thomas Martin, Sherriff

Indorsed: "Action for Money" "\$254<sup>60</sup> with 8% on \$52<sup>00</sup> from July 28<sup>th</sup>, 1888 <sup>2/4</sup> on \$202<sup>60</sup> from December 29<sup>th</sup>, 1889."

Notice to Garnisher

The State of Ohio,  
to Union County ss  
Charles Slater

To the Sherriff of said County, greeting:

vs  
J. S. Robinson

We command you to notify D. W. Ayres, Administrator of Estate of Samuel W. Robinson, deceased, to appear before the Honorable Court of Common Pleas of said County, at the Court House within and for said County, on or before the First day of March, A. D. 1890, and answer, under oath, all questions put to him touching the property of every description and credits, of the defendant J. S. Robinson in his possession or under his control, and he shall disclose truly the amount owing by him to said defendant, whether due or not.

You will make due return of this Writ on the 10<sup>th</sup> day of February A. D. 1890.

Witness my hand and the Seal of said Court,

seal

this 28<sup>th</sup> day of January A. D. 1890

A. M. Croy, Clerk.

Sherriff's Return

Afterward, on the 3<sup>rd</sup> day of February, 1890, the Sherriff of said County returned said Writ to the Clerk's Office in said County, which return is as follows:

5-92/3

|         |    |                     |
|---------|----|---------------------|
| Service | \$ | 30                  |
| Copy    |    | 20                  |
| Mileage |    | 6                   |
| Total   | \$ | 66 29 <sup>th</sup> |

Received this Writ January 28<sup>th</sup>, 1890, pursuant to its command I served the same by delivering a certified copy thereof with the indorsements thereon to the within named D. W. Ayres on the 29<sup>th</sup> day of January, 1890.

Thomas Martin, Sherriff.

Afterward, on the 28<sup>th</sup> day of January, 1890, an Order of Attachment was issued by the Clerk of said Court. The State of Ohio, Union County, ss  
Charles Slater

vs  
J. S. Robinson

To the Sherriff of Union County, Ohio.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights credits, money, and effects of the defraudant J. S. Robinson not exempt by law from being applied to the payment of the claims of the plaintiff Charles Slater or so much thereof as will satisfy his claim for (\$254 <sup>00</sup>/<sub>100</sub>) Two hundred & fifty four <sup>00</sup>/<sub>100</sub> dollars with 8% on (\$52 <sup>00</sup>/<sub>100</sub>) Fifty-two dollars from July 28<sup>th</sup>, 1888 and on Two hundred and two <sup>00</sup>/<sub>100</sub> from December 29<sup>th</sup>, 1889, and also for Fifty dollars, the probable costs of this action.

You will make due return of this order on the next day of February, A. D. 1890.

Witness my hand and the Seal of said Court this 28<sup>th</sup> day of January, A. D. 1890.

Advised: S. W. Ayres, Adm. of } R. M. Croy, Clerk.

Sherriff Samuel W. Robinson. And claimed \$254 <sup>00</sup>/<sub>100</sub> with 8% on \$52 <sup>00</sup>/<sub>100</sub> Return from July 28<sup>th</sup>, 1888 <sup>00</sup>/<sub>100</sub> on \$202 <sup>00</sup>/<sub>100</sub> from December 29<sup>th</sup>, 1889.

5923 Afterward, on the 3<sup>rd</sup> day of February, 1890, the Sherriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

|                                          |       |
|------------------------------------------|-------|
| Service                                  | \$ 30 |
| Copy                                     | 30    |
| Mileage                                  | 1 60  |
| Sum. Appis.                              | 1 20  |
| Swear. <sup>00</sup> / <sub>100</sub>    |       |
| Convey-Appis                             | 1 50  |
| Inventory <sup>00</sup> / <sub>100</sub> |       |
| Appraisal                                | 20    |
| Total                                    | \$ 10 |
| Appraisers Fees                          | 2 00  |

Sherriff's Return. January 29<sup>th</sup>, A. D. 1890.  
 Sherriff's Office, Union County, Ohio  
 Received this order on the 28<sup>th</sup> day of January, A. D. 1890, and in obedience to the command thereof, I did on the 29<sup>th</sup> day of January, A. D. 1890, in the presence of John Douglass <sup>00</sup>/<sub>100</sub> John S. Nicol two free-holders of said County, attach the property described in the Schedule marked "A" hereto attached and made part of this Return: and having first administered to said free-holders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A".

Schedule "A" We, Thomas Martin, Sherriff of Union County, <sup>00</sup>/<sub>100</sub> John Douglass <sup>00</sup>/<sub>100</sub> John S. Nicol, two free-holders of said County, do truly inventory and appraise the property attached under the fore-going order, as the property of J. S. Robinson <sup>00</sup>/<sub>100</sub> hereinafter described as follows, viz:

The interest of J. S. Robinson in the farm in Darby Township Union County, Ohio, known as the Samuel W. Robinson farm in which said J. S. Robinson, as one of his heirs has an undivided one-fifth part subject to the Dower of the Widow of said Samuel W. Robinson, deceased.

The said one-fifth interest of J. S. Robinson in said farm subject to said Dower, appraised at \$42 <sup>50</sup>/<sub>100</sub> per acre.

Sworn

Proof of Publication Charles Slater vs J. S. Robinson W. E. Scofield

5923

that said alleged judgment asks judgment 19<sup>th</sup>, 1889.

that said at right of of that de interest date, for

Also cause <sup>00</sup>/<sub>100</sub> of the rate the inter said ind their and April, 1890 Feb. 12<sup>th</sup>, 1890

Printers The S Union

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Sworn

May, 1890. seal

Answer 5923 Charles Slater vs J. S. Robinson of the re



Sworn under our hands this 29<sup>th</sup> day of January, A.D. 1890  
Thomas Martin, Sheriff  
John Douglass  
John S. Nicol.

Proof of Publication

Charles Slater  
vs  
J. S. Robinson &  
W. E. Scofield

Legal Notice

Court of Common Pleas,  
Union County Ohio.

The said J. S. Robinson & W. E. Scofield are notified that said Charles Slater has sued them in said Court, alleging that they owe him \$200<sup>00</sup> debt & \$10.<sup>00</sup> costs on a judgment he obtained against them December 19<sup>th</sup>, 1889, and asks judgment for that sum with interest from December 19<sup>th</sup>, 1889. Also sued said J. S. Robinson in said Court alleging that said J. S. Robinson owes plaintiff \$202<sup>00</sup>, with interest at right per cent. from December 29<sup>th</sup>, 1889, on promissory note of that date. Also the sum of \$52<sup>00</sup> with right per cent interest from July 29<sup>th</sup>, 1888, on his promissory note of that date, for which same judgment is asked against him.

Also that a writ of attachment issued in both of said causes & garnisher process was served on W. W. Ayres, Admr. of the estate of said Samuel W. Robinson, deceased, to appropriate the interest of said J. S. Robinson in said estate to pay said indebtedness. Said defendants are notified to file their answers in said causes on or before the 4<sup>th</sup> day of April, 1890, or judgments will be taken by default.

Feb. 12<sup>th</sup>, 1890, bt.  
Printers Fees - \$14<sup>00</sup>.

Robinson & Woodburn  
Plffs Attys.

The State of Ohio  
Union County ss

The undersigned, being duly sworn, says that a copy of the annexed notice was published for consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with February 12<sup>th</sup>, 1890.  
W. O. Swarr.

Sworn to and subscribed before us, this 27<sup>th</sup> day of May, 1890.  
R. W. Croy, Clerk.  
By W. M. Winget, Deputy.

Answer

Afterward, on the 27<sup>th</sup> day of May, 1890, an answer was filed with the Clerk of said Court.  
Charles Slater  
vs  
J. S. Robinson  
D. W. Ayres comes and admits he is the Admr. of the estate of Samuel W. Robinson, deceased, & that

J. S. Robinson is one of the heirs of his estate but is unable to state what may be due him from said estate when it is settled.

D. W. Ayres.

Entry 5923 Afterward, on the 20<sup>th</sup> day of March, 1890, an Entry was made on the Journal by the Clerk of said Court Charles Slater

Journal 15, Page 284.

J. S. Robinson

This day came the parties and on motion of the defendants leave is given them to file answer in 20 days.

And the Garnisher D. W. Ayres, as Administrator of the estate of Samuel S. Robinson, deceased, is ordered to answer as Garnisher by May 26<sup>th</sup>, 1890, & the cause continued by agreement

Entry 5923 Afterward, on the 27<sup>th</sup> day of May, 1890, an Entry was made on the Journal by the Clerk of said Court.

Charles Slater

Journal 15, Page 309

J. S. Robinson

Now come the plaintiff and made proof of notice on defendant by publication according to law to the satisfaction of the Court, and the said defendant remaining in default this cause was submitted to the Court.

Whereupon the Court being fully advised in the premises do find there is due the plaintiff from the said defendant as alleged in his petition, the sum of Two hundred & fifty-eight <sup>00</sup>/<sub>100</sub> dollars, and that certain real estate of the defendant was levied on under the writ of Attachment in this case, and that D. W. Ayres Administrator of the estate of Samuel S. Robinson, deceased, has answered as Garnisher in this case.

Whereupon the Court being fully advised in the premises as aforesaid, it is considered, ordered, & adjudged by the Court that plaintiff recover of the said defendant said sum & costs. And it is further ordered and decreed that unless said defendant pay said judgment & costs of this case in five days that the said one fifth interest of the defendant be sold by the Sheriff according to law to satisfy said judgment and the other liens on said land.

And it is further ordered by the Court that said Administrator withhold from defendant out of the sum that may be found due said defendant and pay over to the plaintiff whatever sum shall remain due plaintiff after he has applied on the same the proceeds of said land and for the purpose of sale this case is continued, but left off the docket to be re-docketed when necessary.

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Petition Elijah M

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Plas continued and held at the Court House in Marysville, within and for the County of Union, in the 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 26<sup>th</sup> day of May, in the year of our Lord our thousand eight hundred & ninety.

Be it remembered, that heretofore, to-wit, on the 7<sup>th</sup> day of March, 1887, Elijah Mitchell filed in the Clerk's Office of the said Court of Common Pleas the following Petition against The Chicago, St. Louis & Pittsburg Rail Road Company.

Petitioner Elijah Mitchell

vs

5699 The Chicago, St. Louis & Pittsburg R. R. Co.

Court of Common Pleas Union County Ohio.

The plaintiff says:

The defendant "The Chicago St. Louis & Pittsburg, Rail Road Company", is a Railroad Company chartered by and under the laws of Ohio, and was about the 5<sup>th</sup> day of June, 1887, so incorporated and running passenger & freight trains over said Railroad, running through the said County of Union and State of Ohio, and carrying on a general railroad business through said County of Union, & lands of plaintiff in Darby Township of said County.

At said date plaintiff owned and was possessed of a certain steer of the value of Fifty-one (\$51.<sup>00</sup>) dollars which casually and without plaintiff's fault, at said place and time strayed on the track of said railroad, and said defendant so carelessly and negligently ran and managed its cars and locomotive, that the same was run against and over said steer and destroyed the same to plaintiff's damage in the sum of Fifty-one dollars <sup>00</sup>/<sub>100</sub> <sup>50</sup>/<sub>100</sub> which he claims with interest from said date of June 5<sup>th</sup>, 1887 - and for which he asks judgment against said defendant.

Second Cause of Action:

Defendant is a corporation duly organized under the laws of the State of Ohio & was on or about the 7<sup>th</sup> day of November, A. D. 1887 so incorporated running passenger & freight trains over its track through the said County of Union & State of Ohio, and carrying on a general railroad business by the means aforesaid and through the lands of the plaintiff in Darby Township of said County and State, on which was at the time hereinafter stated a rail fence, and growing clover and timothy of the value of more than one hundred dollars.

On or about the 7<sup>th</sup> day of November, 1887, defendant carelessly & negligently omitted to use a spark protector, proper appliances to prevent the emission of sparks from locomotives

and negligently and carelessly omitted to keep its right of way free and clear of dry and combustible material but negligently permitted the accumulation of large quantities of dry grass and weeds on the same adjoining plaintiffs premises. And the defendant on said day in running its locomotives over said railroad opposite plaintiffs premises negligently permitted said locomotives to emit sparks & fire into said dry grass and combustible material whereby the same was ignited, and the fire spread to and ignited plaintiffs rail fence to the amount of boards and said floor and timothy growing and destroyed said fence and six acres of said growing clover and timothy to the damage of plaintiff in the sum of One hundred dollars for which sum with interest, and the sum of \$51.<sup>50</sup> and interest thereon from June 5<sup>th</sup>, 1887 as stated in the first cause of action herein be averse judgment against said defendant.

L. W. Ayres,

State of Ohio

Attorney for Plaintiff.

Union County ss

Elijah Mitchell being first duly sworn says the facts stated and allegations in his foregoing Petition are as he believes true.

Elijah Mitchell.

Sworn to before me and signed in my presence by the said Elijah Mitchell this 2<sup>nd</sup> day of March, 1889.

seal

R. W. Crony, Clerk.

Afterward, on the 20<sup>th</sup> day of May, 1889, a demurrer was filed with the Clerk of said Court.

5699 Elijah Mitchell

vs

The Union County Court of Common Pleas.

Chicago, St. Louis & Pittsburg R. R. Co.

Defendant demurs to the petition on the grounds that several causes of action are improperly joined therein.

J. E. Cameron

Attorney for Defendant.

Entry

5699 Afterward, on the 14<sup>th</sup> day of November, 1889, an entry was made on the Journal by the Clerk.

Elijah Mitchell

vs

Journal 15, Page 183.

Chicago, St. Louis & Pittsburg R. R. Co.

This day this cause came on to be heard on the demurrer of the defendant to the petition of the plaintiff, was argued by counsel & submitted to the Court, on consideration whereof the Court overrule the same, to all of

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Answer  
5699  
Elijah Mitchell  
vs  
Chicago, St. Louis & Pittsburg

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Entry  
5699  
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vs  
Chicago, St. Louis & Pittsburg



Answer

which rulings & decisions the defendant accepted.

5699

Afterward, on the 22<sup>nd</sup> day of November, 1889, an Answer was filed with the Clerk of said Court.

Elijah Mitchell

vs

Common Pleas Court of Union County.

Chicago, St. Louis & Pittsburg R.R. Co.

Pittsburg R.R. Co.

The defendant "The Chicago, St. Louis & Pittsburg Railroad Company" now comes and for Answer to the First Cause of Action in plaintiffs petition set out - admits that it is a corporation and on or about June 5<sup>th</sup>, 1887 owned and operated a railroad extending through Union County Ohio. But it denies each and every other statement & averment in the said First Cause of Action set forth.

And for further answer to said first cause of action the defendant avers that if said train in said cause of action referred to strayed on to the defendants railroad track and was killed it got upon the defendants track through and by reason of the plaintiffs own fault and negligence.

2<sup>nd</sup> Answer: And for Answer to the 2<sup>nd</sup> Cause of Action in the petition set out it admits that it is a corporation - admits that on or about the 7<sup>th</sup> day of November, 1887 it owned and operated a railroad extending through Union County, Ohio, but it denies each and every other statement and averment in said cause of action set forth.

Wherefore defendant prays to be hence dismissed with its costs.

By J. B. Cameron

F. Chance, Attorneys for Defendant.

The State of Ohio  
Champaign County ss.

Frank Chance, being sworn, says that he is one of the Attorneys for the defendant, "The Chicago St. Louis & Pittsburg R.R. Company" in this action, and that the statements of the foregoing answer are true as he verily believes.

Frank Chance.

Sworn to by Frank Chance before me and by him signed in my presence this 20<sup>th</sup> day of November A. D. 1889.

Herb Stenaga

Notary Public.

Entry

That afterward, on the 12<sup>th</sup> day of March, 1890, an Entry was made on the Journal by the Clerk of said Court

5699

Elijah Mitchell

vs

Journal 15. Page 267

Chicago, St. Louis & Pittsburg R.R. Co.

Pittsburg R.R. Co.

This day came the parties and thereupon came a jury to wit:

|                    |                   |                      |
|--------------------|-------------------|----------------------|
| 1- Abel M. Coary   | 5" J. A. Bradshaw | 9" L. A. Hedgcs      |
| 2- Leonidas Turner | 6" Wilson Brown   | 10" Joel Hill        |
| 3- Joseph Roff     | 7" M. W. Judy     | 11" Samuel M. Feltre |
| 4- S. C. Williams  | 8" W. W. James    | 12- Quisimus Shearer |

who were duly impaneled and sworn. After said jury were so impaneled the plaintiff asked and had leave of the Court to amend his petition within 10 days.

It is therefore ordered by the Court that a juror be withdrawn and the remainder of said jury discharged from the further hearing of said case, and it is further ordered that this case be continued at the costs of the plaintiff, and the plaintiff has leave to file an amended petition in 10 days.

It is therefore considered and adjudged by the Court that the plaintiff pay the cost of this term of Court and in default that execution issue therefor.

Entry

5699 Afterward, on the 20<sup>th</sup> day of March, 1890, an Entry was made on the Journal by the Clerk of said Court.   
 Elijah Mitchell  
 vs  
 Chicago, St. Louis & Pittsburg R. R. Co.  
 Journal 15, Page 282.

This day leave was granted the plaintiff to file amended petition in 10 days from the rising of the Court.

Amended Petition

5699 Afterward, on the 21<sup>st</sup> day of March, 1890, an Amended Petition was filed with the Clerk of said Court.   
 Elijah Mitchell  
 vs  
 The Chicago, St. Louis & Pittsburg R. R. Co.  
 Court of Common Pleas  
 Union County Ohio

First Cause of Action:

The plaintiff by leave of the Court now comes and for his Amended Petition herein says: The defendant, "The Chicago, St. Louis & Pittsburg R. R. Company" is a railroad company chartered by and under the laws of Ohio, and was about the 5<sup>th</sup> day of June, 1887, so incorporated and running passenger & freight trains over said railroad running through the said County of Union and State of Ohio, and carrying on a general railroad business through said County of Union, and lands of plaintiff in Darby Township of said County.

At said date of June 5, 1887, plaintiff owned and was possessed of a certain store of the value of fifty-one dollars which casually and without plaintiff's fault went from the

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lands of plaintiff adjoining said railroad company's land as aforesaid on to the lands and track of said railroad company-- and was by the locomotive and care managed and controlled by the servants and employees of said company killed

-- That said strer on said date went upon the said lands and track of the said defendant, by reason of an insufficient and defective fence belonging to the defendant, which was insufficient and out of repair and located on the line where the lands and fields of the plaintiff and join the lands of the said defendant, and which field was used by the plaintiff on said date for pasturing said strer and other stock.

The plaintiff has been damaged by reason of the said killing of said strer in the sum of Fifty-one dollars and fifty cents which he claims with interest from said date of June 5<sup>th</sup>, 1887 and for which he asks judgment against said defendant.

Second Cause of Action:

Defendant is a corporation duly organized under the laws of the State of Ohio and was on or about the 7<sup>th</sup> day of November A.D. 1887 so incorporated running passenger and freight trains over its track, through the said County of Union State of Ohio and carrying on a general railroad business by the means aforesaid and through the lands of the plaintiff in Darby Township of said County and State on which was at the time hereinafter stated a rail fence, and growing clover and timothy with sod of the value of more than One hundred dollars.

On or about the 7<sup>th</sup> day of November 1887, defendant carelessly and negligently omitted to use a spark protector and appliances to prevent the emission of sparks from the locomotives of the said defendant used in carrying on their said business along the lands of the plaintiff, and so carelessly and negligently omitted to keep its right of way free and clear of dry and combustible material and carelessly and negligently permitted the accumulation of large quantities of dry grass and weeds on the lands of said defendant adjoining the lands of this plaintiff.

And the defendant on or about said day in running its locomotives over said railroad along and near to the said lands of plaintiff negligently and carelessly permitted said locomotives to emit sparks and fire into said dry grass and weeds and other combustible material whereby the same was ignited and by reason thereof and thereby the fire spread to plaintiff's rail fence and destroyed about sixty rods of the same; and destroyed about six acres of growing timothy, clover and sod of the said number of acres belonging to the plaintiff to the

damage of plaintiff in the sum of One hundred dollars for which sum with interest from said 7<sup>th</sup> day of November 1887, and the sum of \$51<sup>50</sup> <sup>2</sup>/<sub>4</sub> interest thereon from the 5<sup>th</sup> day of June 1887 and as stated in first cause of action herein, the plaintiff asks judgment against said defendant.

W. Ayers.

Attorney for Plaintiff.

State of Ohio  
Union County ss:

Elijah Mitchell, being first duly sworn, says the facts stated and allegations in his foregoing petition are as he believes true.

Elijah Mitchell.

Sworn to before me and signed by Elijah Mitchell this 21<sup>st</sup> day of March, 1890.

seal

R. M. Croy, Clerk.

Answer to Amended Petition was filed with the Clerk. Afterward, on the 11<sup>th</sup> day of April, 1890, the following

Amended Petition

vs  
The Chicago, St. Louis & Pittsburg R. R. Co

Common Pleas Court of Union County Ohio.

The defendant, the Chicago, St. Louis, and Pittsburg Railroad Company, now comes and for answer to the plaintiffs amended petition says:

Answering the first cause of action, it admits that at the date mentioned in said first cause of action it was a corporation, and owned & operated a railroad extending through said County of Union, but it denies each and every other allegation and averment in said first cause of action set forth.

Further answering said first cause of action it says that if the said tier in said first cause of action referred to strayed on the defendants railroad track and was killed, it got upon said track by reason of the plaintiffs own fault and negligence.

Second Defenses: And for answer to the second cause of action in the petition set forth, it admits that at the date in said second cause of action stated it was a corporation, and owned and operated a railroad extending through Union County Ohio; but denies each and every other statement and averment in said second cause of action set forth.

Wherefore the defendant prays to be hence dismissed with its costs, <sup>2</sup>/<sub>4</sub> without day.

Frank Chauncey

J. D. Cameron, Attorney for Deft.

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there had plaintiff, of the pla the plain by reason filed thro of the di negligence closed wou be entitled

Entry 5699

Aft was made Elijah M or Chicago & Pittsburg

attorneys Jurors, to 1<sup>st</sup>. James 2<sup>nd</sup>. John 3<sup>rd</sup>. A. W. 4<sup>th</sup>. Jacob & who were and their and wid and cha of the Sh Jury into By their

Verdict "We the issue assess the defendant killing the



The State of Ohio,  
Union County ss

J. L. Cameron, being sworn says: he is one of the attorneys for the defendant; that said defendant is a corporation, and that he believes the statements in the foregoing answer to be true.

J. L. Cameron.

Sworn to before me and signed in my presence this 11<sup>th</sup> day of April, 1890.

seal

R. W. Croy, Clerk of  
Common Pleas Court.

Charge Filed June 19<sup>th</sup>, 1890.

to the Jury If the Jury find from the evidence that there had been erected and constructed, for the use of the plaintiff, a gateway and private crossing for the benefit of the plaintiff, in managing and protecting his farm, and the plaintiff had neglected to keep such gateway closed <sup>and</sup> by reason thereof the plaintiff's animal escaped from his field through such open gateway to and upon the track of the defendant's railroad, and was thereby killed, such negligence on the part of the plaintiff to keep the gateway closed would be contributory to the injury and he would not be entitled to recover.

Entry Afterward, on the 18<sup>th</sup> day of June, 1890, an Entry was made on the Journal by the Clerk of said Court.

5699 Elijah Mitchell

Journal 15, Page 338

Chicago St. Louis <sup>and</sup>  
Pittsburg R. R. Co.

This day came the parties herein by their attorneys; also came the following named persons as jurors, to wit:

- |                                  |                                   |                                 |
|----------------------------------|-----------------------------------|---------------------------------|
| 1 <sup>st</sup> James Cranston   | 5 <sup>th</sup> Luther A. Wood    | 9 <sup>th</sup> Wm. Doughbrake  |
| 2 <sup>nd</sup> John Gosnell     | 6 <sup>th</sup> Jerome Pickney    | 10 <sup>th</sup> Eli Gabriel    |
| 3 <sup>rd</sup> A. W. Robinson   | 7 <sup>th</sup> Geo. P. Trapp     | 11 <sup>th</sup> James B. Myers |
| 4 <sup>th</sup> Jacob Bowersmith | 8 <sup>th</sup> Henry Worthington | 12 <sup>th</sup> Albert Gardner |

who were duly impaneled and sworn according to law and thereupon the case came on for hearing on the pleadings and evidence. And after hearing the evidence, argument and 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:

Verdict "We, the Jury, being duly impaneled and sworn find the issue in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of \$60.<sup>00</sup> including interest from date of killing the stock at 6 per cent. J. A. Gosnell, Foreman.

Motion

5699

Afterward, on the 20<sup>th</sup> day of June 1890, motion for new trial was filed with the Clerk of said Court.

Elijah Mitchell

vs

Chicago, St. Louis  
Pittsburg R. R. Co

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

The defendant moves the Court to set aside the verdict in this case and grant a new trial; and for cause says:

- 1<sup>st</sup> That there was irregularity in the proceedings of the Court & Jury, and an abuse of the discretion of the Court, by which the defendant was prevented from having a fair trial.
- 2<sup>nd</sup> There was misconduct of the Jury, and of the plaintiffs.
- 3<sup>rd</sup> There was accident and surprise which ordinary prudence could not have guarded against.
- 4<sup>th</sup> That the verdict is not sustained by the evidence, and is contrary to law.
- 5<sup>th</sup> There was error of law occurring at the trial, and accepted to by the defendant.

There was error in the assessment of the amount of recovery, it being too large.

The verdict was for the plaintiff when it should have been for the defendant according to the law of the land.

J. D. Cameron,

Attorney for Defendant.

Entry

5699

Afterward, on the 25<sup>th</sup> day of June, 1890, an Entry was made on the Journal by the Clerk of said Court.

Elijah Mitchell

vs

Chicago, St. Louis  
Pittsburg R. R. Co

Journal 15. Page 354

This cause came on for hearing on the motion of plaintiff for judgment on the verdict of the Jury rendered on a former day of this term, and no motion for a trial having been made.

It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of \$60. <sup>82</sup> heretofore by the verdict of the Jury found due him with interest together with his costs herein expended.

Attest  
A. M. Brown, Clerk



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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Middle 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 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit. on the 19<sup>th</sup> day of February, 1890. Connecticut Mutual Life Insurance Company filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Samuel Baird et al. State of Ohio

Union County ss  
The Conn Mutual Life Ins Co., a corporation  
vs.  
Samuel D. Baird  
Sarah E. Baird

In the Court of Common Pleas

Petition  
5939

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 19<sup>th</sup> day of March, 1884 the said defendants Samuel D. Baird & Sarah E. Baird made and delivered to this plaintiff, The Connecticut Mutual Life Insurance Company, their principal promissory note with coupon interest notes attached, a true copy of which with all credits and indorsements thereon are in the words and figures following, to-wit:

"N<sup>o</sup> 1275 "First Mortgage Coupon Note" \$700<sup>00</sup>  
Marysville, Ohio, March 19<sup>th</sup>, 1884.

Five years after date we promise to pay to the order of the Connecticut Mutual Life Insurance Company, Seven 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 makers have the right to prepay this note, in installments of \$125<sup>00</sup> each, at any time after one year by giving ninety (90) days notice to the payee.

Done March 19<sup>th</sup>, 1884. Samuel D. Baird  
Sarah E. Baird.

Coupon  
note  
9 2/10

\$24.<sup>50</sup> Maryville, Ohio, March 19<sup>th</sup>, 1884

Fifty-four months after date we promise to pay to the order of the Conn. Mutual Life Insurance Company Twenty-four  $\frac{2}{10}$  dollars. Negotiable and payable at the Office of said Company in Hartford, Conn. Value received with interest at eight per cent. per annum after maturity. This note is payable without grace.  
Mar September 19<sup>th</sup>, 1888.

Samuel D. Laird  
Sarah E. Laird.

\$24.<sup>50</sup> Maryville, Ohio, March 19<sup>th</sup>, 1884.

Sixty months after date, we promise to pay to the order of the Conn. Mutual Life Insurance Company Twenty-four  $\frac{2}{10}$  dollars. Negotiable and payable at the Office of said Company in Hartford Conn. Value received with interest at eight per cent. per annum after maturity. This note is payable without grace.  
Mar March 19<sup>th</sup>, 1889.

Samuel D. Laird  
Sarah E. Laird.

That this plaintiff is the owner and holder of said principal promissory note and the interest coupons attached that the same are 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 Samuel D. Laird & Sarah E. Laird the sum of Seven hundred (\$700<sup>00</sup>) dollars with interest on Seven hundred (\$700<sup>00</sup>) dollars thereof from the 19<sup>th</sup> day of September, 1888 at 8% per annum payable semi-annually, and \$24.<sup>50</sup> with interest thereon at 8% per annum from September 19<sup>th</sup>, 1888 at 8% per annum.

The coupon note due 54 months after date and \$107.<sup>76</sup> being taxes paid by this plaintiff on the lands of defendant and hereinafter described and conveyed to plaintiff by mortgage deed, with interest on \$107.<sup>76</sup> thereof from February 15<sup>th</sup>, 1890, at 8% per cent. per annum according to the provisions of said mortgage, which taxes were paid by plaintiff February 15<sup>th</sup>, 1890 for which amount plaintiff asks judgment.

For its second Cause of Action plaintiff says that all allegations and averments made in respect to said principal promissory note and said coupons and taxes 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 and taxes as set forth in its said first cause of action and the interest accruing thereon the said defendants Samuel D. Laird & Sarah E. Laird executed acknowledged and delivered to said

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"The Connecticut Mutual Life Insurance Company its successors and assigns their mortgage deed on said 14<sup>th</sup> day of March 1884 and thereby conveyed to the Connecticut Mutual Life Insurance Company its successors and assigns forever the following described premises, lands and tenements, to-wit:

Situate in the Township of Dover, County of Union and State of Ohio and known as part of Survey N<sup>o</sup> 5497 and bounded and described as follows: Beginning start (sugar oak) north-west corner of Lot N<sup>o</sup> 10 of the subdivision of Survey N<sup>o</sup> 5497; thence with the east line of Lot N<sup>o</sup> 20 N. 8<sup>o</sup> W. 20 poles to a stake; thence S. 82<sup>o</sup> W. 136 poles to a stake in the west line of said Lot N<sup>o</sup> 20; thence with said line S. 8<sup>o</sup> E. 20 poles to a stake, thence  $\frac{3}{4}$  north-west corner to Lot N<sup>o</sup> 13; thence with the north line of said Lot N. 82 E. 47 poles to a stake near an ash and linden; thence S. 8<sup>o</sup> E. 7  $\frac{1}{2}$  poles to a stake; thence N. 82<sup>o</sup> E. 89 poles to a stake in the east line of lot N<sup>o</sup> 13; thence with said line S. 8<sup>o</sup> E. 53  $\frac{1}{2}$  poles to a stake; thence N. 82<sup>o</sup> E. 72 poles to a stake; thence N. 8<sup>o</sup> W. 60  $\frac{1}{2}$  poles to a stake in the north line of said Lot N<sup>o</sup> 10; thence with said line S. 82<sup>o</sup> W. 72 poles to the beginning, containing 48 acres  $\frac{3}{4}$  40 poles more or less.

The said defendant Sarah E. Baird wife of the said Samuel W. Baird joined her husband in the execution acknowledgment and delivery of said mortgage deed and therefore 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 the above described premises.

On the 20<sup>th</sup> day of March, 1884 at 11<sup>1</sup>/<sub>2</sub> o'clock A. M. of said day said mortgage deed was left for record in the Office of Recorder of said County and the same was duly recorded by him in Vol. 19, Page 382 of Records of Mortgage Deeds on the 22<sup>nd</sup> day of March, 1884.

Said mortgage deed has a written condition thereunder written that if the said Samuel W. Baird and Sarah E. Baird their heirs or assigns executors or administrators shall will and truly pay said principal promissory note and interest coupon notes and taxes, or advances which may be made by the said grantee for taxes according to the tenor thereof to the said Conn. Mutual Life Insurance Company its successors and assigns then the same shall be void otherwise the same shall remain in full force and virtue in law. And upon failure to pay either said principal note or either of said coupon interest notes at maturity or within thirty days thereafter or on failure to comply with any condition of said deed the entire sum shall be due.

Said mortgage deed contained the following provisions, to-wit: Said grantee shall have the right to pay any assessment or taxes which may be due and unpaid by the said grantors hereof their heirs or assigns and the amount so paid shall be added to the principal debt named herein and bear interest at the rate of 8% per annum from the date of said payment, and be secured by this mortgage the same as said principal sum and interest thereon.

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 fifty-four months after date which became due September 19<sup>th</sup>, 1888 and has not been paid and plaintiff elected to declare the entire debt due and payable in accordance with the terms of said mortgage deed.

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.

Wherefore the said plaintiffs pray judgment against the said defendants Samuel W. Baird and Sarah E. Baird for said sum of Seven hundred (\$700) dollars with interest thereon at 8% per annum payable semi-annually from the said 19<sup>th</sup> day of September, 1888, and on \$24.<sup>50</sup> with interest thereon at 8% per annum from September 19<sup>th</sup>, 1888, and for \$107.<sup>26</sup> with interest thereon at 8% per annum from February 15<sup>th</sup>, 1890, the last named sum being for taxes paid February 15<sup>th</sup>, 1890.

And plaintiff further prays that the priority of liens be determined and that the said premises be ordered to be sold according to law; that the proceeds of such sale may be applied first to pay the taxes, if any are due. Second - to the payments the costs of this action and Third - to the payment of this plaintiffs lien in its proper order of priority and if said premises should not sell for sufficient to satisfy said plaintiffs lien that an execution issue as upon judgment at law for any unsatisfied balance and that it may have such other and further relief as in law and equity it may be entitled to.

"The Comm. Mutual Life Ins Company"  
 By Charles E. Barrett Esq  
 Colr Esq Balre, its Attorney.

State of Ohio,  
 Union County ss: |

Burkeham B. Balre, being duly sworn according to law says that he is one of the attorneys for the plaintiff, and that the matters and things set forth in the foregoing petition are true as he verily believes;

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that the plaintiff is a non-resident of the State of Ohio and is now absent from said County; that the facts stated and allegations made are within the affiant's personal knowledge.

Burubam C. Bales.

Sworn to by the said Burubam C. Bales before me and by him subscribed in my presence this 19<sup>th</sup> day of February, 1890.

seal } R. M. Croy, Clerk.

To the Clerk:

Issue Summon for Samuel W. Baird and Sarah E. Baird, returnable according to law. Indorsed for Judgment & Foreclosure of mortgage & relief.

Coll<sup>o</sup> Bales.

Attorney for Plff.

Afterward, on the 19<sup>th</sup> day of February, 1890, a summons was issued by the Clerk of this Court, indorsed as follows:

Summons

The State of Ohio.

Union County, ss

5989

To the Sheriff of said County:

You are hereby commanded to notify Samuel Baird & Sarah E. Baird that they have been sued by the Connecticut Mutual Life Insurance Company in the Court of Common Pleas of said Union County, and that unless they answer by the 22<sup>nd</sup> 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.

You will make due return of this summons on the 3<sup>rd</sup> day of March, A. D. 1890.

Witness my hand and the seal of said Court, this 19<sup>th</sup> day of February, 1890  
R. M. Croy, Clerk.

seal

Indorsed: 'Action for Judgment & Foreclosure of mortgage'.

Sheriff's Return

And afterward, on the 1<sup>st</sup> day of March, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

5939

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| Service | 45     |
| Mileage | 1 60   |
| Copy    | 40     |
| Total.  | \$2 45 |

The State of Ohio  
Union County, ss

Sheriff's Return

Received this writ February 19<sup>th</sup>, A. D. 1890 at one o'clock P. 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 24<sup>th</sup> day of February, 1890.

Thomas Martin, Sheriff.

Entry

5939

Afterward, on the 27<sup>th</sup> day of May, 1890, an entry was made on the Journal by the Clerk of said Court

Com. Mutual Life Ins. Co

vs

Samuel W. Baird &

Sarah E. Baird

Journal 15, Page 306.

This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court find that the defendants Samuel W. Baird and Sarah E. Baird have been duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the defendant Samuel W. Baird on the promissory notes set forth in the petition with interest to the first day of this term the sum of nine hundred and thirty-two <sup>2</sup>/<sub>100</sub> <sup>3</sup>/<sub>100</sub> dollars.

The Court further find that in order to secure the payment of said notes the defendants Samuel W. Baird and Sarah E. Baird his wife 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 --- Page --- of the Records of Mortgages of Union County and is a good and valid and first lien on the premises described in the petition and that the conditions of said mortgage have been broken.

It is therefore adjudged and decreed that unless the defendant Samuel W. Baird shall within our 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 from the 26<sup>th</sup> day of May 1890 at 8% per annum the defendant's equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon recitation and report his proceedings to this Court for further order.

To the Clerk:

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

Coll & Balch, Atty.

Order of Sale

Afterward, on the 29<sup>th</sup> day of May, 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---Greeting:

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Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 27<sup>th</sup> day of May, 1890, the Connecticut Mutual Life Insurance Company obtained a judgment and decree against Samuel W. Baird & Sarah E. Baird for the sum of nine hundred and thirty-two  $\frac{2}{10}$   $\frac{3}{10}$  dollars.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Samuel W. Baird within one day from the 27<sup>th</sup> day of May, 1890, pay unto the said Connecticut Mutual Life Insurance Company the said sum of nine hundred  $\frac{2}{10}$   $\frac{3}{10}$  dollars with 8% interest from the 26<sup>th</sup> day of May, 1890, 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 one day aforesaid have fully expired, and the said sum of nine hundred  $\frac{2}{10}$   $\frac{3}{10}$  dollars & costs aforesaid, have not been paid, or any part thereof, as appears to us of record.---

We therefore command you, that you proceed to 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: Situate in the Township of Dover, County of Union and State of Ohio, and known as part of Survey N<sup>o</sup> 5497 and bounded and described as follows:

Beginning stone (sugar gum) north-west corner of Lot N<sup>o</sup> 10 of the subdivision of Survey N<sup>o</sup> 5497; thence with the east line of Lot N<sup>o</sup> 20 N. 8<sup>o</sup> W. 20 poles to a stone; thence S. 82<sup>o</sup> W. 136 poles to a stone in the east line of said Lot N<sup>o</sup> 20; thence with said line S. 8<sup>o</sup> E. 20 poles to a stone back  $\frac{2}{10}$  two corners north-west corner to Lot N<sup>o</sup> 13; thence with the north line of said lot N. 82<sup>o</sup> E. 47 poles to a stone near an ash an hewn; thence S. 8<sup>o</sup> E. 7  $\frac{20}{100}$  poles to a stone; thence N. 82<sup>o</sup> E. 89 poles to a stone in the east line of Lot N<sup>o</sup> 13; thence with said line S. 8<sup>o</sup> E. 53  $\frac{5}{100}$  poles to a stone; thence N. 82<sup>o</sup> E. 72 poles to a stone; thence N. 8<sup>o</sup> W. 60  $\frac{4}{100}$  poles to a stone in the north line of said Lot N<sup>o</sup> 10; thence with said line S. 82<sup>o</sup> W. 72 poles to the beginning, containing 48 acres  $\frac{2}{10}$   $\frac{40}{100}$  poles 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 apply to sell 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 29<sup>th</sup> day of May, A. D. 1890.  
R. M. Erby, Clerk.

seal

By W. M. Winget, Deputy.

Sherriff Return  
Afterward, on the 7<sup>th</sup> day of July, 1890, the Sherriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

|                |       |  |
|----------------|-------|--|
| 5939           |       |  |
| Service        | \$ 60 |  |
| Devy           | 30    |  |
| Sum. Appis.    | 1 20  |  |
| Swear "        | 25    |  |
| Cowry "        | 1 50  |  |
| Writing Appil. | 30    |  |
| Copy of "      | 30    |  |
| Notice to Pr.  | 30    |  |
| Affidavit to " | 30    |  |
| Writing Notice | 30    |  |
| Mileage        | 1 20  |  |
| Poundage       | 14 96 |  |
| Total          | 21 71 |  |
| Appraisers Fee | 3 00  |  |
| Printers Fee   | 15 75 |  |

The State of Ohio,  
Union County ss

Received this writ the 29<sup>th</sup> day of May, A. D. 1890 and on the 31<sup>st</sup> day of May A. D. 1890, I called on inquest of A. Philips John M. Perrine & Samuel Myers three disinterested freeholders 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: \$31<sup>00</sup> 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, of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 5<sup>th</sup> day of July, A. D. 1890, 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 and there struck off and sold the same to James W. Tilton for the sum of \$20<sup>00</sup><sup>2</sup>/<sub>3</sub> dollars per acre. He being the highest bidder therefor, and the sum bid being two-thirds of the appraised value.

Thomas Martin, Sherriff

Proof of Publication  
Com. Mutual Life Ins. Co  
vs  
Samuel Laird 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 July 5<sup>th</sup>, 1890, at or about the hour

of our real estate of Union Co follows: the described north-west 20<sup>th</sup> 54 97; the to a stone line of section a stone, bearing N<sup>o</sup> 13; the poles to a poles to a East line poles to a N. 8<sup>o</sup> W. 60<sup>o</sup> 7<sup>o</sup> there is contains Apprais. Terms of Printers The State Union Co

that a consecutive of general publication

Sworn 1890. seal

Motion 5939  
After filed with Court. Mr Samuel W move the herein and for the purch

Entry 5939  
After made on t



of One o'clock P.M. on said day, the following described real estate, to-wit; Situated in the Township of Dover, County of Union and State of Ohio, and bounded and described as follows: known as part of Survey N<sup>o</sup> 5497, bounded and described as follows: Beginning at a stake (sugar gum) North-west corner of lot N<sup>o</sup> 10 of the sub-division of Survey N<sup>o</sup> 5497; thence with the east line of lot N<sup>o</sup> 20 N. 8° W. 20 poles to a stake; thence S. 82° W. 136 poles to a stake in the East line of said lot N<sup>o</sup> 20; thence with said line S 8° E. 20 poles to a stake, Birch and two Hickories North-west corner to lot N<sup>o</sup> 13; thence with the North line of said lot N. 82° E. 47 poles to a stake near an ash and hickory; thence S. 8° E. 7<sup>20</sup>/<sub>100</sub> poles to a stake; thence N. 82° E. 89 poles to a stake in the East line of lot N<sup>o</sup> 13; thence with said line S 8° E. 53<sup>50</sup>/<sub>100</sub> poles to a stake; thence N. 82° E. 72 poles to a stake; thence N. 8° W. 60<sup>70</sup>/<sub>100</sub> poles to a stake in the North line of said lot N<sup>o</sup> 10 thence with said line S. 82° W. 72 poles to the beginning, containing 48 acres <sup>2</sup>/<sub>10</sub> 40 poles more or less.

Appraised at \$31<sup>00</sup> per acre.

Terms of Sale, Cash

Printers Fees \$15.<sup>25</sup>

The State of Ohio,  
Union County ss

Thomas Martin,  
Sheriff Union County, Ohio.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with June 4<sup>th</sup>, 1890.

W. O. Shearn.

Sworn to and subscribed before me, this 7<sup>th</sup> day of July 1890.

[seal] R. W. Crox, Clerk.

Motion

Afterward, on the 8<sup>th</sup> day of July, 1890, a motion was filed with the Clerk of said Court.

5939

Comm. Mutual Life Ins. Co.

against

Samuel W. <sup>2d</sup> Sarah E. Baird

Court of Common Pleas  
Union County Ohio.

The plaintiff, its attorneys, Col<sup>r</sup> & Bal<sup>s</sup> move the Court to confirm the sale of the real estate herein made by the Sheriff on the 5<sup>th</sup> day of July, 1890 and for an order on the Sheriff to execute a deed to the purchaser James W. Tilton.

Col<sup>r</sup> & Bal<sup>s</sup>

Attorney for Plaintiff.

Entry

Afterward, on the 9<sup>th</sup> day of July, 1890, an Entry was made on the Journal by the Clerk of said Court

5939

entry  
5439  
Comm. Mutual Life  
Ins. Company  
or  
Samuel W. Baird  
Sarah E. Baird

Journal 15, Page 364.

This day this cause came on to be heard upon the motion to confirm the sale made by the Sheriff on the 5<sup>th</sup> day of July, 1890, and upon producing the proceedings of the Sheriff and the sale of the premises by him made in pursuance of a former order of this Court, and the same being examined and found by the Court in all respects in due form of law, it is ordered by the Court that said proceeding and sale be and the same are hereby approved and confirmed and the said Sheriff or his successor as Sheriff of said County recite and deliver to the purchaser James W. Tilton a deed in fee simple for said lands and tenements by said Sheriff sold as aforesaid. And it is further ordered that the said Sheriff hold and pay over said purchase money, to-wit: First -- To the discharge of the taxes Second -- To the payment of the costs of this action. Third -- To the Comm. Mutual Life Insurance Company \$941<sup>36</sup> with interest at 8% from the 9<sup>th</sup> day of July, 1890.

It is further ordered that the Clerk cause satisfaction of the mortgage herein said to enter on the record thereof in the Office of the Recorder of Union County, Ohio.

Attest  
A. M. Crony clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the 7<sup>th</sup> 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 3<sup>rd</sup> day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 10<sup>th</sup> day of January, 1890, said <sup>2d</sup> Woads filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Solomon Fiske et al

Petition  
5915  
Aburr said <sup>2d</sup> Robert Woads  
partners doing business in Ohio  
under firm name <sup>2d</sup> style of  
said <sup>2d</sup> Woads  
or  
Solomon Fiske <sup>2d</sup> Orville Fiske

Court of Common Pleas,  
Union County Ohio.

First Cause

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Second Cause

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Page 446  
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## First Cause of Action:

The plaintiffs say they are a firm doing business in Ohio under the firm name of said <sup>W</sup> Woods, that the defendants are indebted to the plaintiff in the sum of One hundred and seventy-eight ( \$178<sup>00</sup> ) dollars, which plaintiff claims, with interest from the 16<sup>th</sup> day of August, 1882 at 8 per cent. on a promissory note, of which the following is a copy, with all credits and indorsements (no indorsements thereon)

Copy of note

" \$178<sup>00</sup> August, 16<sup>th</sup>, 1882  
 " One year after date I promise to pay to the order of  
 " Said <sup>W</sup> Woods one hundred and seventy-eight dollars  
 " at eight per cent. interest. Value received.  
 " Solomon Fisk.

## Second Cause of Action:

At the time of delivering said note, and to secure the payment of the same, the defendants Solomon Fisk and Willie Fisk, his wife, executed and delivered to plaintiffs their mortgage deed, conveying the following premises: Situated in the Township of Millersburg, County of Union and State of Ohio, and known as and being in Virginia military District N<sup>o</sup> 2998. Beginning at S. E. corner George Freshwater land at a stake in the line of said land: thence southerly with said line 42 <sup>3</sup>/<sub>4</sub> rods to the center of the road westerly 72 <sup>3</sup>/<sub>4</sub> rods to a stake: thence northerly 42 <sup>13</sup>/<sub>16</sub> rods to a stake in the line of George Freshwaters land; thence easterly with said line to the place of beginning, containing 19 <sup>1</sup>/<sub>2</sub> acres of land more or less.

Said mortgage was conditioned: That whereas, said Solomon Fisk has executed and delivered to these plaintiffs his promissory note bearing date with this mortgage August 16<sup>th</sup>, 1882, and calling for One hundred and seventy-eight dollars due one year after date with interest at the rate of eight per cent.

Now if the said Solomon Fisk or any one for him pay said mentioned note and its interest according to the tenor thereof, to the said said <sup>W</sup> Woods, then the above deed shall be void, otherwise the same shall remain in full force and virtue in law.

On the 17<sup>th</sup> day of August, 1882 at 4 o'clock P. M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded in Book 18, Page 446 of his records. Said mortgage deed has become absolute, its conditions wholly broken, no part of the principal, or interest of or on said note, secured by this mortgage has ever been paid.

Plaintiff therefore asks judgment against defendants in said sum of \$178<sup>00</sup> dollars with interest at 8 per cent.

from August 16<sup>th</sup>, 1882 for our year, and also the interest on new principal at 8 per cent. from time note became due to date of decree, and that said premises may be sold and the proceeds applied to the payment of said judgment.

Third Cause of Action: Defendant Solomon Fish is indebted to plaintiff, for a third cause of action in the sum of \$92<sup>00</sup> dollars which plaintiff claims with interest at 8 per cent. from the 22<sup>nd</sup> day of March, 1884, on a promissory note, of which the following is a copy with all credits and endorsements (no endorsements thereon)

" Ostrandre, Ohio, March 22<sup>nd</sup>, 1884.  
 Six months after date, I promise to pay to the order of said W. Woods, ninety-two dollars with interest at eight per cent. from date. Value received.  
 Solomon Fish.

Fourth Cause of Action: At the time of delivering said note, and to secure the payment of the same, the defendants Solomon Fish and Willie Fish, his wife duly executed and delivered to plaintiffe their mortgage deed conveying the following premises: Situated in the Township of Mulcrick County of Union and State of Ohio, and known and being in Virginia Military District N<sup>o</sup> 2998.

Beginning at the S.E. corner of George Freshwater land at a stone on the line of P. Sards land; thence southerly with said line 42<sup>13</sup>/<sub>16</sub> rods to the center of the road; thence westerly 72<sup>3</sup>/<sub>4</sub> rods to a stake; thence northerly 42<sup>13</sup>/<sub>16</sub> rods to a stone in the line of George Freshwater land; thence easterly with said line to the place of beginning, containing 19<sup>1</sup>/<sub>2</sub> acres of land, <sup>2</sup>/<sub>10</sub> same land described in second cause of action.

Said mortgage was conditioned, that if the said Solomon Fish pay or cause to be paid his promissory note of \$92<sup>00</sup> due in six months from 22<sup>nd</sup> day of March, 1884 interest 8 per cent. as set forth in third cause of action in this case this mortgage deed should be void, otherwise to be and remain in full force and virtue in law.

On the 25<sup>th</sup> day of March, 1884 at 7 o'clock A. M. said second mortgage was duly left for record at the Recorders Office of Union County, Ohio, and was duly recorded in Book 19, Page 400 of his records.

Said second mortgage has become absolute, its conditions broken, no part of its principal or interest having been paid, plaintiff therefore asks judgment against defendant in said sum of \$92<sup>00</sup> with interest at 8 per cent. from March 22<sup>nd</sup>, 1884 for six months, also interest on \$95<sup>00</sup> from September 22<sup>nd</sup> 1884 until decree, and that said premises may be sold, and the proceeds applied to the payment

Summons  
5915

of said p  
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 August, 1884  
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 Wi  
 10<sup>th</sup> day of



of said judgment.

In both mortgage described plaintiff prays as follows: In the first, judgment for 192<sup>27</sup> with 8 per cent. interest from August 16<sup>th</sup>, 1883; in the second judgment for \$95<sup>68</sup> with 8 per cent. interest from September 22<sup>nd</sup>, 1884; that the mortgage may be foreclosed, the premises ordered sold and proceeds applied to the payment of plaintiffs claims and such other relief as the Court may think just and proper.

J. J. Arthur,

Attorney for Plaintiff.

The State of Ohio. |  
Union County ss

J. J. Arthur, being duly sworn says he is the attorney of the above named plaintiff, duly authorized in the premises; that said plaintiffs are non-residents of Union County Ohio, and are both absent therefrom; that this action is brought upon instruments in writing for the payment of money, and that said instruments are in his possession, and he believes the facts and allegations in the foregoing petition are true.

J. J. Arthur.

Sworn to before me and signed in my presence by J. J. Arthur, attorney, this 10<sup>th</sup> day of January, A. D. 1890.

R. W. Croy, Clerk.

To the Clerk:

Issue Summons returnable according to law, for Solomon Fisle & White Fisle. Indorse: 'Foreclosure of mortgage.'

J. J. Arthur,

Attorney for Plaintiff.

I hereby enter my appearance to the above case waiving service of summons and publication and waive all questions as to time.

Porter & Porter,

Attorney for Pltff.

Summons

Afterward, on the 10<sup>th</sup> day of January, 1890, a summons was issued by the Clerk of said Court, indorsed as follows:

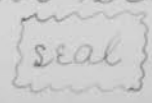
59 15

The State of Ohio |  
Union County ss

To the Sheriff of said County,

You are hereby commanded to notify Solomon Fisle and White Fisle that they have been sued by said J. J. Dodds in the Court of Common Pleas of said Union County, and that unless they answer by the 8<sup>th</sup> 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 20<sup>th</sup> day of January, A. D. 1890.

Witness my hand and the seal of said Court, this 10<sup>th</sup> day of January, A. D. 1890.  R. W. Croy, Clerk.

Indorsed: "Action for Judgment & Foreclosure of Mortgage."

Afterward, on the 18<sup>th</sup> day of January, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

|                   |         |        |
|-------------------|---------|--------|
| Sherriff's Return | Service | \$ 45  |
|                   | Mileage | 2 60   |
| 5915              | Copy    | 40     |
|                   | Total   | \$3 45 |

The State of Ohio  
Union County, ss

Sherriff's Return.

Received this writ January 10<sup>th</sup>, A. D. 1890

at 10 o'clock A. M. and pursuant to its command on the 16<sup>th</sup> day of January, 1890, I served the same by delivering a certified copy thereof with the indorsements thereon to each of the within named defendants.

Thomas Martin, Sheriff.

Entry

Afterward, on the 4<sup>th</sup> day of March, 1890, an Entry was made on the Journal by the Clerk of said Court.

5915 about said  $\&$  Robert Dodds, partners doing business in Ohio under the firm name & style of said  $\&$  Dodds

Journal 15, Page 252.

or  
Solomon Fisk & Orville Fisk

This cause now coming on for hearing, was submitted to the Court on the petition and the evidence, the defendants having failed to answer demurr or otherwise plead, and on consideration thereof, the Court find on the issue joined for the plaintiff, and that there is due the plaintiff, from the defendants Solomon Fisk on the promissory notes set forth in the petition with interest at 8 per cent. as claimed in petition to this date the sum of Four hundred and thirty  $\frac{25}{100}$  (\$430  $\frac{25}{100}$ ) dollars.

The Court further find that in order to secure the payment of said notes the defendants Solomon Fisk & Orville Fisk, his wife, executed and delivered to said said  $\&$  Dodds, partners as aforesaid their certain mortgages as in the petition described, and on the premises therein described.

That said mortgages were duly recorded in Books N<sup>o</sup> 18, Page 446  $\&$  N<sup>o</sup> 19, Page 400 of the Records of Mortgage of Union County and are good and valid liens on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendants the said sum of \$430  $\frac{25}{100}$  and his costs herein expended. And it is further adjudged and decreed that unless the defendants Solomon Fisk shall 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 eight per cent. from the 4<sup>th</sup> day of March, 1890, the defendants equity of redemption be foreclosed, and said premises

be sold, a Sheriff of special commission to do so upon the further order of the Court.

Order of Sale was issued by the State of Ohio

at the Court on the 4<sup>th</sup> day of March, 1890, Judgment for the sum of four hundred and thirty dollars, costs and

And ordered, as aforesaid, and while said said sum of Four hundred and thirty dollars, costs and interest thereon, and the sum of Five dollars, as provided in the petition, be paid to the Sheriff of said County according to law, the said petition be dismissed, and the said part thereof be paid to the said Sheriff.

And ordered, as aforesaid, and while said said sum of Four hundred and thirty dollars, costs and interest thereon, and the sum of Five dollars, as provided in the petition, be paid to the Sheriff of said County according to law, the said petition be dismissed, and the said part thereof be paid to the said Sheriff.

carry said to the ten described execution, in satisfaction



be sold, and that an order of sale issue therefor to the Sheriff of Union County Ohio who is hereby appointed a special master Commissioner for that purpose, directing him to appraise, advertise and sell said premises as upon petition, and report the proceedings to this Court for further order.

Order of Sale was issued by the Clerk of said Court. Afterward, on the 10<sup>th</sup> day of March, 1890. Order of Sale

The State of Ohio  
5915<sup>5</sup> 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 4<sup>th</sup> day of March, 1890, said W. Wodde obtained a judgment <sup>vs</sup> Wodde against Solomon Fish <sup>vs</sup> White Fish for the sum of Four hundred <sup>25</sup>/<sub>100</sub> thirty <sup>25</sup>/<sub>100</sub> dollars <sup>25</sup>/<sub>100</sub> Eight <sup>25</sup>/<sub>100</sub> dollars, cost of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Solomon Fish and White Fish within -- day of -- A.D. 1890, pay unto the said said W. Wodde or to the Clerk of this Court the said sum of Four hundred and thirty <sup>25</sup>/<sub>100</sub> <sup>25</sup>/<sub>100</sub> dollars with interest from the 3<sup>rd</sup> day of March, 1890, 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 days aforesaid have fully expired, and the said sum of Four hundred <sup>25</sup>/<sub>100</sub> thirty <sup>25</sup>/<sub>100</sub> 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 and tenements, situate in Union County Ohio, to-wit: In Millcreek Township, known as and being in the Virginia Military District N<sup>o</sup> 2998. Beginning at S.E. corner George Freshwater land at a stake in the line P. S. aid's land; thence southerly with said line 42 <sup>13</sup>/<sub>100</sub> rods to the center of the road westerly 12 <sup>3</sup>/<sub>4</sub> rods to a stake; thence westerly 42 <sup>13</sup>/<sub>100</sub> rods to a stake in the line of George Freshwater land; thence easterly with said line to the place of beginning, containing 19 <sup>1</sup>/<sub>2</sub> acres of land more or less.

We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and

interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, this 10<sup>th</sup> day of March, A. D. 1890.  
*R. M. Croy, Clerk.*

And afterward, on the 14<sup>th</sup> day of April, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said Court, which return is as follows:

Sherriff's Return

5-9-15-

|                |       |
|----------------|-------|
| Service        | \$ 45 |
| Copy           | 50    |
| Sum. Appre     |       |
| Swear. " "     | 1 20  |
| Courtesy "     | 2 00  |
| Writing Appit. | 30    |
| Copy of " "    | 30    |
| Notice to Pr.  | 30    |
| Affidavit to " | 30    |
| Writing Notice | 30    |
| Mileage        | 2 40  |
| Return         | 23    |
| Total          | 8 30  |
| Appraisers Fee | 3 00  |
| Printers Fee   | 12 00 |

The State of Ohio  
 Union County ss.

Sherriff's Return.

Received this writ on the 10<sup>th</sup> day of March, A. D. 1890, and on the 10<sup>th</sup> day of March, A. D. 1890, I called an inquest of J. R. Hutchison, George A. Biggitt & J. E. Sisker 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<sup>00</sup> 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 12<sup>th</sup> day of April, A. D. 1890, 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 and there - -

Said lands were not sold for want of bidders.  
 Thomas Martin, Sheriff.

Proof of Publication

Said vs  
 Solomon Fish et al

Sherriff's Sale  
 An Order of Sale.

5-9-15-

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, 12<sup>th</sup>, 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 Willcrest, County of Union and State of Ohio, and bounded and described as follows:

Sherriff's Return  
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 land at a  
 with said  
 72 3/4 rods to  
 line of Gro  
 line to the  
 more or less  
 Appraised

The State of  
 Union Co

a copy of the  
 work in the  
 circulation  
 Beginning

Sworn  
 A. D. 1890.

seal  
 By

Alias  
 Order of  
 Sale  
 After  
 was issued  
 The State of  
 Union Co

5-9-15-

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Shown and being in the Virginia Military District N<sup>o</sup> 2998 beginning at the South-east corner of George Freshwater's land at a stake in the line of P. Said land; thence southerly with said line 42 <sup>13</sup>/<sub>16</sub> rods to the center of the road westerly 72 <sup>3</sup>/<sub>4</sub> rods to a stake; thence westerly 42 <sup>13</sup>/<sub>16</sub> rods to a stake in the line of George Freshwater's land; thence easterly with said line to the place of beginning, containing 19 <sup>1</sup>/<sub>2</sub> acres of land, more or less.

Appraised at \$40<sup>00</sup> per acre. Terms of Sale, Cash.  
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 "Marionville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with March 12<sup>th</sup>, 1890.

W. C. Shearer

Sworn to and subscribed before me, this 27<sup>th</sup> day of May,

A. W. 1890.

seal

R. M. Croy, Clerk.

By W. M. Winget, Deputy

Alias Order of Sale  
Afterward, on the 14<sup>th</sup> day of April, 1890, 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 4<sup>th</sup> day of March, 1890, said J. Wodde obtained a judgment or decree against Solomon Fish and White Fish for the sum of Four hundred <sup>2</sup>/<sub>100</sub> thirty <sup>2</sup>/<sub>100</sub> <sup>5</sup>/<sub>100</sub> dollars, and eight <sup>2</sup>/<sub>100</sub> <sup>7</sup>/<sub>100</sub> dollars costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Solomon Fish <sup>2</sup>/<sub>100</sub> White Fish within --- days from the --- day of --- A. W. 1890, pay unto the said said J. Wodde the sum of Four hundred and thirty and <sup>2</sup>/<sub>100</sub> <sup>5</sup>/<sub>100</sub> dollars with interest from the 3<sup>rd</sup> day of March, 1890 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 --- days aforesaid, have fully expired and the said sum of \$430 <sup>2</sup>/<sub>100</sub> <sup>5</sup>/<sub>100</sub> 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 14<sup>th</sup> day of March, A. W. 1890 the following lands and tenements were appraised, advertised and

offered for sale to wit: In Millcreek Township, Virginia Military Survey N<sup>o</sup> 2898. Beginning at the S.E. corner of George Freshwater land at a stone in the line of P. Saida's land: thence southerly with said line 42<sup>3</sup>/<sub>4</sub> poles to the center of the road westerly 12<sup>3</sup>/<sub>4</sub> rods to a stake; thence westerly 42<sup>1</sup>/<sub>2</sub> rods to a stake in the line of George Freshwater land: thence easterly with said line to the place of beginning containing 19<sup>1</sup>/<sub>2</sub> acres of land, 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 \$40<sup>00</sup> 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. M. Croy, Clerk of the Court of Common Pleas of said County and seal of said Court at Marysville, this 14<sup>th</sup> day of April, A.D. 1890.  
R. M. Croy, Clerk.

seal

Sheriff's Return

Afterward, on the 24<sup>th</sup> day of May, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

5915-

|                |       |
|----------------|-------|
| Service        | \$ 60 |
| Notice to Par. | 30    |
| Affidavit of " | 30    |
| Writing Notice | 30    |
| Mileage        | 1 00  |
| Return         | 25    |
| Total          | 3 35  |
| Printer's Fees | 12 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 16<sup>th</sup> day of April, 1890, cause to be advertised in the "Marysville Tribune" (a newspaper printed and published and of general circulation in said County) said lands and truments to be sold at public sale at the door of the Court House of said County on the 17<sup>th</sup> day of May, A.D. 1890 at 10 o'clock P.M. of said day. And having advertised the said lands and truments for more than thirty days previous to the day of sale to wit: five consecutive weeks; in pursuance to said notice I did, on said 17<sup>th</sup> day of May, A.D. 1890 at the time and place above mentioned, proceed to offer said lands and truments at public sale at the door of said Court House, and there and there came R.A. Wodds who bid for the same the sum of Five Hundred and twenty and <sup>00</sup>/<sub>100</sub> dollars, and said sum being more than two-thirds of the appraised value thereof, and said R.A. Wodds being the highest and best bidder thereof I then and there publicly sold and struck off said lands and truments to him for said sum of \$520.<sup>00</sup>/<sub>100</sub> dollars.

Thomas Martin, Sheriff

Proof of Publication

Said vs Solonau

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directed for I will offer Marysville, Court of Ohio real estate County of described a military course of P. Saida's land; then beginning, Appraised Terms of

The State of Ohio Union Co

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Sworn May, 1890.

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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 the 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 \$520.<sup>65</sup> 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, <sup>9/10</sup> interest against said property to wit: the sum of \$---  
 Second. -- The costs of this action taxed at \$---  
 Third. -- To the plaintiff said <sup>2/3</sup> Wodds the amount heretofore found due them with interest at eight per cent. from the 4<sup>th</sup> day of March, A.D. 1890 if so much remain in the hands of the Sheriff after paying said taxes and costs as aforesaid.

Attest  
 R M Grovy Clerk



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 May, to wit, on the 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit, on the 23<sup>rd</sup> day of February, 1889, Robert W. Briston filed in the Clerk's Office of the said Court of Common Pleas the following Petition against E. J. Reese, to wit:

Petitioner Robert Briston  
 or  
 E. J. Reese

Court of Common Pleas,  
 Union County Ohio.

First Cause of Action: Plaintiff says that on the --- day of March, A.D. 1887 he entered into a verbal agreement with the defendant by which said plaintiff was to make 2000 rails on the farm of the defendant and for the defendant, and was also by the terms of said agreement to clear up, occupy and cultivate about forty-five acres of land on said farm, situate in the Township of Jackson, County of Union and have the

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full and complete use of said 45 acres of said farm for the term of two years from and after the date of said agreement including the crops that he should raise on the same during said two years.

Plaintiff says that he immediately proceeded to clear off and break up about 12 acres of said land and planted the same and raised one crop off said 12 acres, and was proceeding to clear off and cultivate all of said lands so designated in his said agreement, when the defendant entered into said lands and took possession of the same and prevented and deprived the plaintiff of the opportunity and clearing off and occupying and cultivating the balance of said forty-five acres of land to his damage in the sum of twenty-five dollars.

#### Second Cause of Action:

Plaintiff says for second cause of action that in pursuance of and by the terms of his said agreement he was to have the two first annual crops off said land and he proceeded to cultivate and raise the second crop of corn on said 12 acres of land and when the same was raised said defendant entered on said lands and took possession of and applied to his own use all of one half about seven acres said second crop of corn against the consent of the plaintiff and in violation of the agreement to his damage in the sum of twenty-two dollars.

#### Third Cause of Action:

Plaintiff further says for third cause of action that he proceeded to clear off ready for cultivation about 13 acres more of said land and had cleared off almost to completion said 13 acres before the said defendant deprived him of the use and occupancy of the same, and when the said defendant took possession of said lands and deprived him of the use and occupation of said lands, his damage was the full cost and expense of clearing the same to wit: in the sum of \$10<sup>00</sup> per acre, \$130<sup>00</sup>.

#### Fourth Cause of Action:

For fourth cause of action plaintiff says that by the terms of his said agreement said defendant was to make in and upon said farm of the plaintiff 2000 rails at 75 cents per hundred and that he made said rails as per said agreement for which he was to receive the sum of fifteen dollars, all of which work and labor remains unpaid except the sum of \$15<sup>00</sup> by cash.

Plaintiff therefore asks judgment against said defendant on said several causes of action for the sum

of two hundred and ninety-seven dollars his damage  
therein with interest from the 8<sup>th</sup> day of November, A. D.  
1888 and for all proper relief in the premises.

J. M. Kennedy,

Attorney for Plaintiff

State of Ohio  
Union County ss

Robert W. Breaston being duly sworn says the  
facts and allegations of the foregoing petition are as he  
believes true.

R. W. Breaston.

Sworn to and subscribed by the said Robert W. Breaston  
before me this the 22 day of February, A. D. 1889.

A. B. Hollifath

Notary Public.

Entry  
Afterward, on the 18<sup>th</sup> day of March, 1889, an entry  
was made on the Journal by the Clerk of this Court.

5733 Robert W. Breaston

vs

C. I. Reese

Journal 15, Page 48.

Leave is granted to defendant to file  
answer within 10 days from the rising of the Court.

Summons  
Afterward, on the 27<sup>th</sup> day of May, 1889, a summons  
was filed with the Clerk of said Court.

5733 Robert Breaston

vs

C. I. Reese

Court of Common Pleas  
Union County Ohio

The defendant demurs to the fourth cause  
of action of the petition and says:

Said petition so far as  
fourth cause of action is concerned does not state facts  
sufficient to constitute a cause of action against  
defendant.

S. S. Gardner, Attorney for Defendant.

Motion  
Afterward, on the 27<sup>th</sup> day of May, 1889, a motion  
was filed with the Clerk of this Court.

5733 Robert Breaston

vs

C. I. Reese

Court of Common Pleas  
Union County, Ohio.

The defendant moves this Court for an order  
requiring the plaintiff to make the first and third  
causes of action in the petition more definite and certain  
in this to wit:

First: In the first cause of action that he be  
required to state more particularly the location of  
defendants farm, and give the boundaries and number  
of acres.

Second: That he be required to state more definitely what  
part of said farm he was to clear up, - occupy & cultivate

and where  
Third: That  
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Fourth: That  
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Fifth: That  
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and where said 45 acres is located.

Third: That he be required to state more distinctly whether he was to have the use and occupancy of said 45 acres only or the whole of defendant's farm.

Fourth: That he be required to state more definitely the date of said alleged agreement and the time within which said labor and clearing was to have been performed.

Fifth: That he be required to give more definitely the date of the alleged entry of defendant on said premises.

Sixth: That in his third cause of action he be required to state and describe more particularly the 13 acres which he claims to have commenced clearing - whether it was in addition to said 12 acres mentioned in the first cause of action or whether said 12 acres was a part of said 13 acres.

S. S. Gardiner, Attorney for Defendant.

Entry

5733 Afterward, on the 19<sup>th</sup> day of June, 1889, an entry was made on the Journal by the Clerk of said Court.

Robert Breaston

vs

O. J. Rees

Journal 15, Page 124

This day this cause came on for hearing upon the motion to make plaintiff's petition more definite and certain as to the first, second, and third cause of action, and as to demurrer to fourth cause of action, and the Court being fully advised in the premises do hereby overrule said motion as to said 1<sup>st</sup>, 2<sup>nd</sup>, & 3<sup>rd</sup> causes of action and do sustain said demurrer as to the fourth cause of action. Thereupon the defendant took thirty days to answer thereto.

Answer

5733 Afterward, on the 27<sup>th</sup> day of July, 1889, an Answer was filed with the Clerk of said Court.

Robert W. Breaston

vs

O. J. Rees

Court of Common Pleas,

Union County, Ohio.

The defendant for answer to plaintiff's petition says: Her denies each and every allegation in said first, second, and third causes of action of and in said petition contained. He therefore prays that he may go hence and recover his costs.

S. S. Gardiner, Atty. for W. & D.

State of Ohio, Union County ss}

S. S. Gardiner being duly sworn says he is the attorney of said defendant duly authorized in the premises; that said defendant is a non resident of Union County, Ohio, and is now absent therefrom, and that the facts and allegations in the foregoing answer are

that as he verily believes.

S. S. Gardner

Sworn to and subscribed before me this 12<sup>th</sup> day of

July, 1889.

seal

W. W. Candie, Notary Public.

Amended Answer

Afterward, on the 16<sup>th</sup> day of November, 1889, an Amended Answer was filed with the Clerk of said Court.

5733 Robert Breaston

vs

E. J. Reese

Court of Common Pleas,

Union County, Ohio.

The defendant for his amended answer says: To the first cause of action: He denies that he ever made or authorized the making of said contract with the plaintiff, and denies that plaintiff cleared off and broke up 12 acres of said land, and planted the same in corn; and denies that he entered upon and took possession of said land and prevented plaintiff from cultivating said land.

To the second cause of action defendant says that by his agent J. P. Cratty he permitted one Michael Piphr who was living on and renting a part of said farm to let some person clear up a part of the land mentioned in the petition and he would allow them the first crop for so doing, and said Piphr made such arrangement with plaintiff and acted for plaintiff in said negotiations with said Cratty, and plaintiff proceeded to clear up said land under said arrangement and with that understanding and partly cleared up about nine acres in all of said land and got the full first crop of corn off said lands.

Defendants agent afterwards learned that plaintiff contemplated planting a second crop of corn on said cleared land. And before plaintiff had taken any steps in that direction, notified him not to plant said second crop of corn, but in violation of said notice planted a second crop on part of said land - and in the fall of said year defendants agent took the customary landlords share of said second crop to wit: 72 bushels of corn - and no more.

To the third cause of action defendant says: He denies that plaintiff had cleared almost to completion 13 acres of said land and denies that he deprived him of the use and occupancy of the same; and denies that plaintiff was damaged, and denies that said clearing was worth \$10<sup>00</sup> per acre.

Defendant further answering says plaintiff did not properly clear any of said land and did not attempt to clear more than 14 acres of said land in all, and he received and appropriated all of the timber and wood on said 14 acres

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5733 Robert Br

vs

E. J. Reese



also the first crop of corn as far as he cleared to plant the same, and has received full compensation for all the work done by him on said land. Wherefore defendant asks that he may go back and recover his costs.

W. W. Ayers  
S. S. Gardner for Defte.

State of Ohio,  
Union County, ss.

M. W. Hill, being duly sworn says he is the duly authorized agent of the defendant; that the defendant is a non-resident of Union County, Ohio, and is now absent therefrom, and the facts and allegations in the foregoing amended answer are true as he believes.

M. W. Hill.

Sworn to and subscribed before me this 15<sup>th</sup> day of November, 1889.

W. W. Dandee  
Notary Public

seal

Entry  
Afterward, on the 7<sup>th</sup> day of March, 1890, an entry was made on the Journal by the Clerk of this Court

5733 Robert Breaston  
vs  
O. J. Reese  
Journal 15, Page, 259

This cause is continued on the motion and showing of the defendant and at his costs.

Entry  
Afterward, on the 19<sup>th</sup> day of June, 1890, an entry was made on the Journal by the Clerk

5733 Robert Breaston  
vs  
O. J. Reese  
Journal 15, Page 341.

This day came the parties by their attorneys also came the following named persons, as Jurors, to wit:  
1<sup>st</sup>. S. R. Barger  
2<sup>nd</sup>. W. H. Anthony  
3<sup>rd</sup>. James Craunston  
4<sup>th</sup>. John Gosnell  
5<sup>th</sup>. A. W. Robinson  
6<sup>th</sup>. Jacob Bowersmith  
7<sup>th</sup>. Luther A. Wood  
8<sup>th</sup>. Jerome Richey  
9<sup>th</sup>. J. P. Trapp  
10<sup>th</sup>. Henry Worthington  
11<sup>th</sup>. Wm. Longbeart  
12<sup>th</sup>. Eli Gabriel, who were duly impaneled 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 evidence adduced and the arguments in part, said cause was continued until 8-30 o'clock tomorrow morning. To which time Court adjourned.

motion  
Afterward, on the 21<sup>st</sup> day of June, 1890, a motion was filed with the Clerk of said Court.

5733 Robert Breaston  
vs  
O. J. Reese  
Court of Common Pleas, Union County, Ohio

The defendant moves the Court to vacate the Verdict in the above case and grant a new trial for the following reasons, to wit:

- First: The damages given by the Jury are excessive.
- Second: The Verdict is not sustained by sufficient evidence and is contrary to law.
- Third: The Court erred in rejecting evidence offered by the defendant and in charging the Jury.
- Fourth: There was misconduct of the Jury and of the prevailing party.
- Fifth: Said excessive damages were given under the influence of passion and prejudice.
- Sixth: The defendant has discovered new and material evidence which he could not with reasonable diligence have ascertained and produced at the trial of said case.
- Seventh: There was accident and surprise to defendant which he could not with ordinary prudence have guarded against.

D. W. Ayres

S. S. Gardiner, Atty for Deft.

Verdict Robert Breaston

vs

C. I. Rees

Siled June 20<sup>th</sup>, 1890.

And now come the said Jury into open Court with their Verdict in writing, signed by their foreman & say:

We, the Jury, being duly impaneled and sworn find the issue in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of \$134<sup>00</sup>.

John A. Gorrell.

Entry afterward, on the 25<sup>th</sup> day of June, 1890, an Entry was made on the Journal by the Clerk of said Court.

5733 Robert W. Breaston

vs

C. I. Rees

Journal 15<sup>th</sup>, Page 354

This cause came on for hearing on the motion of the defendant to set aside the verdict, and for a new trial herein. The Court on consideration thereof overrule the same, to which defendant accepts.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of \$134<sup>00</sup> as heretofore by the verdict of the Jury found due him with interest together with his costs herein appended.

Attest  
A. M. Brown clerk



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Edmund J.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Northern 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 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered, that heretofore, on the 19<sup>th</sup> day of April, 1888, D. B. Harris filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Edmund Turner et al.

Petitioner D. B. Harris

vs

5527 Edmund Turner  
Emily Parthenauer  
Annie Cary<sup>and</sup>  
Frank Harris

To the Court of Common Pleas  
Union County, Ohio.

The plaintiff says: that on or about the day of --- 188- Fannie Turner the mother of this plaintiff departed this life intestate leaving Edmund Turner her husband and the said plaintiff Emily Parthenauer, Annie Cary and Frank Harris her only heirs at law and legal representatives.

The said Fannie Turner died seized in fee simple of the following described Real Estate, to-wit: Situate in the County of Union and State of Ohio, part of Survey N<sup>o</sup> 5728.

Beginning at a stone in the center of the Bellefontaine road corner to Cyrus Sutton; thence with his East line and with the County road N. 8° 10' W. 27 poles to a stake; thence an easterly direction 16 poles; thence S. 8° 10' E. 33 poles to the Bellefontaine road; thence with the center of said road 16 poles to the beginning containing 3 acres, more or less.

Said premises were deeded to Fannie Turner by Trager Taylor by deed dated October 30<sup>th</sup>, 1869 and recorded in Book N<sup>o</sup> 33, Page 213, 214 of Union County Record of Wills.

Said Edmund Turner is entitled to Dower in said premises, his age is 75 years. Subject to said Dower your petitioner has a legal estate in and is seized in fee simple of the undivided one-fourth part of said premises. Each of the said defendants Emily Parthenauer, Annie Cary and Frank Harris are also seized in fee simple of an undivided one-fourth part of said premises subject to said Dower. The plaintiff desires to hold his interest in severally.

Your petitioner therefore prays that partition of said lands may be made and the Dower of said Edmund Turner may be assigned, or if the same cannot be done without manifest injury that then such proceedings may be had in the premises as may be authorized by law.

for all proper relief.

The State of Ohio  
Union County ss

Cameron & Woodburn  
Attorneys for Plaintiff.

C. B. Harris being first duly sworn says the fact stated and allegations made in his foregoing petition are true as he believes.

C. B. Harris

Sworn to before me and signed in my presence this 18<sup>th</sup> day of April, 1888.

seal

James B. Cole, Notary Public.

To the Clerk:

Issue a summons for Edmund Turner directed to the Sheriff of Union County, Ohio returnable according to law.

Cameron & Woodburn.

Summons

Afterwards, on the 19<sup>th</sup> day of April, 1888, a summons was issued by the Clerk, indorsed as follows:

5527 The State of Ohio  
Union County ss.

To the Sheriff of the County of Union

We command you to notify Edmund Turner that he has been sued by C. B. Harris in the Court of Common Pleas of Union County, and that unless he answer by the 19<sup>th</sup> day of May, A.D. 1888, the petition of said C. B. Harris 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 30<sup>th</sup> day of April, A.D. 1888.

Witness my hand and the Seal of said Court,

seal

this 19<sup>th</sup> day of April, A.D. 1888, at Marysville, Ohio

R. M. Croy, Clerk.

Indorsed: "Action for Partition."

Sheriff's

Return of said County returned said writ to the Clerk's Office, which return is as follows:

5527 State of Ohio  
Union County, ss.

Sheriff's Return

Received this writ, April 19<sup>th</sup>, A.D. 1888, at 4 o'clock P.M. Pursuant to its command, on the 27<sup>th</sup> day of April A.D. 1888, I served the same by causing a true copy of this writ with the indorsements thereon to the within named Edmund Turner.

W. Hopkins, Sheriff.

Per J. J. Wall, Deputy.

Fees --- Ser. 30, Mileage - 48, Copy 20, Total \$0.98.

C. B. Harris  
vs  
Edmund

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C. B. Harris  
 vs  
 Edmund Turner et al

In Union County Court of Common Pleas  
 motion for application of portion of the  
 purchase money. Filed July 16<sup>th</sup>, 1888.

Edmund Turner, Administrator of the estate of  
 Fanny Turner, deceased, respectfully represents that the  
 personal estate of said decedent subject to administration  
 amounts to \$ 22.70 and that the valid debts of said decedent  
 with the expense of administering her estate amounts to  
 --- dollars. Further represents that the real estate sold  
 by proceedings in this case is liable for the payment  
 of said debts.

He therefore asks the Court to make an order  
 directing out of the first moneys arising from said sale  
 an amount sufficient to pay the residue of said debts  
 and expenses be paid to him by the Sheriff of said County.

Edmund Turner, Admr of  
 Fanny Turner, dec'd.

Statement in Partition. Filed July 16<sup>th</sup>, 1888.

In the matter of the estate of Fanny  
 Turner, deceased. In the Probate Court of Union County, Ohio.

In accordance with the provisions of Section 6173,  
 Revised Statute of Ohio, the undersigned, as Administrator  
 of the estate of Fanny Turner, deceased, submits the  
 following statement:

The assets in the hands of said Administrator to  
 pay the indebtedness of said estate and expenses of  
 administration will amount to about \$22.70.

Those presented and rejected, will amount to about \$108.75  
 The costs and expenses of administration will probably  
 be about \$ 60<sup>00</sup>. There has been, in the Court of Common  
 Pleas of said Union County, instituted proceedings for the  
 partition of the lands of said decedent.

The undersigned therefore requests the said  
 Probate Court to ascertain the amount necessary to pay  
 the said indebtedness and expenses in addition to the  
 assets of said estate, and give a certificate thereof to him  
 as Administrator aforesaid. July 12<sup>th</sup>, 1888.

Edmund Turner, Admr. of Estate of  
 Fanny Turner, deceased.

Certificate

From C. B. Harris  
 vs  
 Edmund Turner, et al

Filed July 16<sup>th</sup>, 1888.  
 Union County Ohio, Probate Court.

State of Ohio,  
 Union County,

5527

I, B. Piper sole Judge and ex-  
 officio Clerk of the Probate Court within and for the County  
 aforesaid do hereby certify that I have ascertained from  
 Edmund Turner a statement of the assets indebtedness  
 and expenses of the said estate and presented by said

administrator to this Court and from other sources; that the sum of One hundred <sup>90</sup>/<sub>100</sub> forty six <sup>5</sup>/<sub>100</sub> dollars in addition to said assets will be necessary to pay said indebtedness and expenses.

In testimony whereof I have hereunto set my hand and affixed the Seal of the said Court at Marysville, Ohio, this 16<sup>th</sup> day of July, A. D. 1888.

D. Piper, Probate Judge  
Ex officio Clerk.

O. B. Harris

Court of Common Pleas.

Edmund Turner et al

Union County, Ohio. Filed August 1<sup>st</sup> 1888.

The undersigned heirs at law of Fannie Turner, being defendant to the above said for Partition hereby waive the issuing and service of summons <sup>and</sup> enter our appearance to said action and consent to the Partition as prayed for in plaintiffs petition.

Mrs Anna Carey.

Afterward, on the 5<sup>th</sup> day of April, A. D. 1890, a summons was issued by the Clerk of said Court.

The State of Ohio,  
Union County ss

To the Sheriff of Franklin County.

You are hereby commanded to notify Frank Harris (impleaded with others) that he has been sued by O. B. Harris in the Court of Common Pleas of Union County, and must answer by the 3<sup>rd</sup> day of May, 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 14<sup>th</sup> day of April, A. D. 1890.

Witness my hand and the seal of said Court, this 5<sup>th</sup> day of April, A. D. 1890.

R. W. Leroy, Clerk.

Endorsed: "Action for Partition <sup>2</sup>/<sub>3</sub> Dower."

Afterward, on the 15<sup>th</sup> day of April, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

|           |    |     |
|-----------|----|-----|
| Service   | \$ | 30  |
| Docketing |    | 25  |
| Mileage   | 1  | 60  |
| Postage   |    | 04  |
| Copy      |    | 20  |
| Total     | \$ | 239 |

The State of Ohio

Franklin County

Sheriff's Return.

Received this writ April 7<sup>th</sup>, A. D. 1890 at 9 o'clock A. M. and served same by leaving a true and duly certified copy of this writ with all indorsements thereon at the within named defendant's Frank Harris usual place of residence.

Brian W. Custer, Sheriff

By W. W. Stummons, Deputy.

Summons

5527

Affidavit issued by The State Union

Partition sued by Union Co. A. D. 1890, as true.

File 14<sup>th</sup>

Seal

Sheriff's Return

5527

of said Court in said

See Return mileage Copy Total

thereon on the 7<sup>th</sup>

Entry

5527

made on O. B. Harris vs Edmund

and his Court for legal use of partition demurrer

By them the said premises ment of in lieu

family entitled to said should be decreed to



Summons

Afterward, on the 5<sup>th</sup> day of April, 1890, a Summons was issued by the clerk, indorsed as follows:

5527

The State of Ohio  
Union County

To the Sheriff of said County:

You are hereby commanded to notify Emily Parthemer (impleaded with others) that she has been sued by E. B. Farris in the Court of Common Pleas of Union County, and must answer by the 3<sup>rd</sup> day of May, A. D. 1890, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make our return of this summons on the 14<sup>th</sup> day of April, A. D. 1890.

Witness my hand and the seal of said Court,

Seal

This 5<sup>th</sup> day of April, A. D. 1890

R. M. Croy, Clerk

Indorsed: "Action for Partition <sup>2</sup>/<sub>10</sub> Dower"

Sheriff's Return

Afterward, on the 14<sup>th</sup> day of April, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

5527

|               |      |
|---------------|------|
| Ser. & Return | 30   |
| Mileage       | 16   |
| Copy          | 20   |
| Total         | \$66 |

The State of Ohio  
Union County

Sheriff's Return.

Received this writ April 5<sup>th</sup>, A. D. 1890

at 10 o'clock A. M. and served same by delivering a certified copy thereof with the indorsements thereon to the within named Emily Parthemer, defendant on the 7<sup>th</sup> day of April, 1890.

Thomas Martin, Sheriff.

Entry

Afterward, on the 27<sup>th</sup> day of May, 1890, an Entry was made on the Journal by the Clerk of said Court.

5527

E. B. Farris

vs

Edmund Turner et al

Journal 15, Page 307.

Now come the plaintiff herein by his attorney, and his petition thereupon coming on to be heard, the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer and demurrer, and that the said petition is hereby confessed by them to be true.

Whereupon the Court finds that the said Edmund Turner is entitled to dower in said premises, but that he has in writing waived the assignment of dower by metes and bounds and elected to take in lieu thereof the value of his interest in money.

The Court find that the plaintiff and said Emily Parthemer, Annie Cary & Frank Farris are each entitled to the one-fourth part of said premises subject to said dower, and no reason appearing why partition should not be made. It is therefore ordered and decreed that Edmund Turner be endowed of one full equal

third part of said premises and that subject thereto partition of said estate be made and that an order issue to the Sheriff of said County commanding him that by the oaths of Marion Hopkins, Dwight Webb & Ananias J. Whitney, three judicious and disinterested freeholders of the vicinity who are hereby appointed Commissioners for that purpose, be set off and assign to said Edmund Turner down according to law, and that subject thereto be cause to be set off and divided to the plaintiff and to each of the said defendants the part and proportion of said estate to which they are heretofore severally found entitled.

And it is ordered that if, in the opinion of the said Commissioners said premises cannot be divided by metre and bounds without manifest injury to the value thereof they appraise the same free of the down of said Edmund Turner. And of his proceedings herein, the said Sheriff is ordered to make due return without unnecessary delay.

Afterward, on the 2<sup>nd</sup> day of June, 1890, Writ of Partition & Dower was issued by the Clerk of said Court.

Union County: ss To the Sheriff of said County:

We command you, that without delay, by the oaths of Marion Hopkins, Dwight Webb & A. J. Whitney you cause to be set off and assigned to Edmund Turner husband of Fannie Turner late of said County, deceased, our full equal third part of the real estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in the County of Union and State of Ohio, part of Survey n<sup>o</sup> 5728. Beginning at a stone in the center of the Bellefontaine road corner to Cyrus Sultone; thence with the east line and with the County road n. 8° 10' W. 27 poles to a stake: thence an easterly direction 16 poles: thence S. 8° 10' E. 33 poles to the Bellefontaine road; thence with the center of said road 16 poles to the beginning, containing 3 acres more or less.

Bring the same premises deeded to Fannie Turner by Frazier Taylor by deed dated October 30<sup>th</sup>, 1869, and recorded in Book 33, Page 213 & 214 of Union County Record of Deeds. Subject to said dower estate, among the persons named herein, and in the following proportions:

- To O. B. Harris, our fourth (1/4) part;
- To Emily Parthenure, our fourth (1/4) part;
- To Annie Cary, our fourth (1/4) part;
- To Frank Harris, our fourth (1/4) part; in pursuance of an order lately made in our Court of Common Pleas,

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plaintiff  
and her  
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Seal

Sheriff's Return  
Sheriff's Office

5-5-27

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5-5-27

O. B. Harris  
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O. B. Harris  
vs  
Edmund  
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Writ of  
Partition  
& Dower  
5-5-27



within and for said County of Union, in a certain civil action, for Partition & Dower, wherein the said C. B. Harris plaintiff, and Edmund Turner, Emily Parthenon, Anna Cary and Frank Harris are defendants; and that your proceedings in the premises you distinctly certify, under your hand to our Court forthwith.

Witness, my name and the Seal of the Court of Common Pleas, at the Court House in Marysville, this 2<sup>d</sup> day of June, A. D. 1890.  
R. M. Croy, Clerk.

And afterward, on the 3<sup>d</sup> day of June, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Sheriff's Return

5-5-27

|                |    |      |
|----------------|----|------|
| Service        | \$ | 30   |
| Mileage        | 1  | 00   |
| Executing writ | 1  | 20   |
| Swear. Comm.   | 1  | 20   |
| Report of "    |    | 50   |
| Return         |    | 25   |
| Total          | \$ | 4 45 |
| Comm. Fee.     | 3  | 00   |

As commanded by the foregoing writ of Partition & Dower, I have recited the same by the calls of Marion Hopkins, Wright Webb and A. J. Whitney; and the said Commissioners bring of the opinion that the said premises cannot be divided without manifest injury, I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners, herewith returned.

Given under my hand this 3<sup>d</sup> day of June, A. D. 1890.

Thomas Martin, Sheriff.

Commissioners' Report

C. B. Harris  
vs  
Edmund Turner et al.

Union County Court of Common Pleas.

5-5-27

According to the command of the writ of Partition & Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same, subject to said dower estate at One Hundred (\$100<sup>00</sup>) dollars.

Given under our hands, this 3<sup>d</sup> day of June, 1890.

M. Hopkins.  
W. Webb.  
A. J. Whitney } Comm.

Entry

Afterward, on the 4<sup>th</sup> day of June, 1890, an entry was made on the Journal by the Clerk of Court.

5-5-27

C. B. Harris  
vs  
Edmund Turner et al.

Journal 15, Page 321.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners

heretofore appointed herein, and on motion to confirm the same. And it appearing that said estate cannot be divided by miles and bounds without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said premises free of the doore of said Edmund Turner, to wit, in the sum of \$100<sup>00</sup>, the Court finds the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take said premises at their appraised value, on motion of the plaintiff, it is ordered that said premises be sold at public auction and that an order issue therefor to the Sheriff of said County of Union: And that said Sheriff return his proceedings to this Court without unnecessary delay.

Order of Sale

Afterward, on the 3<sup>rd</sup> day of June, 1890, Order of Sale was issued by the Clerk of said Court.

Partition of the State of Ohio,

Union County ss To the Sheriff of said County,

5-5-27

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the May Term, A. D. 1890, in a certain Petition for Partition, now pending in said Court, wherein C. B. Harris was plaintiff, and Edmund Turner, Emily Parthenau, Frank Harris & Anna Cary are defendants, we command you that, without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit:

Situate in the County of Union, Ohio, part of Survey N<sup>o</sup> 5728. Beginning at a stone in the center of the Bellefontaine road, corner to Cyrus Cuttous: thence with the east line and with the County road N. 8° 10' W. 27 poles to a stake: thence on easterly direction 16 poles: thence S. 8° 10' E. 33 poles to the Bellefontaine road: thence with the center of said road 16 poles to the beginning, containing 3 acres, more or less.

Being the same premises deeded to Fannie Orr by Frazier Taylor by deed dated October 30<sup>th</sup>, 1869 and recorded in Book 33, Page 213<sup>2/3</sup> & 214 of Union County Record of Deeds.

Appraised at (\$100<sup>00</sup>) One hundred dollars, subject to the above Estate of Edmund Turner; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ.

Witness my hand and the Seal of the said Court at Marysville, this 3<sup>rd</sup> day of June, A. D. 1890.

R. M. Crory, Clerk.

Seal

Sheriff's Return

5-5-27

After returned return is The State of Union

of June, same, I in the no published said last the doore of July, having than the consequent on said above me at public who bid and sat appraise the high publicly to find Mrs - Dr Return

Proof of Publication

5-5-27

C. B. Harris vs Edmund from the will offer in Mary the Court describe of Paris, and desc at a stone to Cyrus County road; the beginning same pr and, da 213<sup>2/3</sup> & 214 App



Sheriff's Return

Afterward, on the 5<sup>th</sup> day of July, 1890, the Sheriff returned said writ to the Clerk's Office in said County, which return is as follows:

5-527

The State of Ohio,  
Union County ss

Sheriff's Return.

I received this Order of Sale, on the 3<sup>rd</sup> day of June, 1890, and in obedience to the command of the same, I did, on the 4<sup>th</sup> day of June cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 5<sup>th</sup> day of July, A.D. 1890, at One o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty day previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did on said 5<sup>th</sup> day of July, A.D. 1890, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and there and there came Edmund Turner who bid for the same the sum of Sixty-eight dollars and said sum being more than two-thirds of the appraised value thereof, and said Edmund Turner being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of Sixty-eight dollars.

Fees--Service 75; Mileage--\$1.<sup>00</sup>; Cop. to Printer .30; Poundage .04  
Return .25; Total \$4.94; Wred \$2.<sup>00</sup>; Printers Fee \$13.<sup>00</sup>

Thomas Martin, Sheriff.

Proof of Publication

E. B. Harris vs

An Order of Sale in Partition.

Edmund Turner et al

5-527

By virtue of 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 5<sup>th</sup>, 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 Paris, County of Union and State of Ohio, and bounded and described as follows: Part of Survey N<sup>o</sup> 5728 beginning at a stone in the center of the Ballfontaine road; corner to Cyrus Fulton's: thence with his East line and the County road N. 8° 10' W. 27 poles to a stake; thence on an Easterly direction 16 poles; thence S. 8° 10' E. 33 poles to the Ballfontaine road; thence with the center of said road 16 poles to the beginning, containing 3 acres, more or less. Being the same premises deeded to Saml Dr. By Hazier Taylor by deed, dated October 30<sup>th</sup>, 1869 and recorded in Book 33, Page 213 & 214 of Union County Record of Deeds.

Appraised at \$100.<sup>00</sup> subject to the down estate of

Edmund Turner. Terms of Sale: One-third cash, one-third in one year and one-third in two years.

Printers Ink: - B13<sup>00</sup>

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 June 4<sup>th</sup>, 1890.

W. O. Sharer.

Sworn to and subscribed before me, this 7<sup>th</sup> day of July

1890.

seal

R. M. Croy, Clerk.

Entry

5527

Afterward, on the 10<sup>th</sup> day of July, 1890, an entry was made on the Journal by the Clerk of said Court.

E. B. Harris

vs

Journal 15, Page 371

Edmund Turner et al

On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed, and the Sheriff is ordered by deed duly executed to convey said premises to the purchaser in fee simple.

It is further ordered that said Sheriff out of the proceeds of said sale pay:-

First-- To the Treasurer of said County the taxes and finally due upon said premises,

Secondly-- To the Clerk of this Court the costs of this action including a counsel fee of \$25<sup>00</sup> to J. D. Cameron for his services herein taxed at 8.

Thirdly-- That the residue of the proceeds of said sale be paid to the said plaintiff Emily Partlener, Annie Cary and Frank Harris in equal parts of one-fourth each.

Attest  
R. M. Croy Clerk



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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 May, to-wit, on the 26 day of May in the year of our Lord one thousand eight hundred & ninety

Be it remembered that, heretofore, to-wit, on the 28<sup>th</sup> day of April, 1890 Wm M. Brown, Admr. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Calvin P. Dyal et al. to-wit:

Petition 5978

Wm M. Brown, Admr. on Estate of John H. Stewart, Deid.

vs

Calvin P. Dyal, John S. Dyal, Frank H. Dyal & Nina Russell

Court of Common Pleas Union County, Ohio.

The plaintiff says that he is the duly appointed and qualified Administrator on the estate of John H. Stewart, late of said County of Union, deceased. It bears that on the 25<sup>th</sup> day of March, 1881, Martha J. Dyal executed and delivered to Fullington Phellis & Wood (who were then a co-partnership formed for the purpose of carrying on business in the State of Ohio) her promissory note of that date, and thereby promised to pay said Fullington Phellis & Wood and to their order the sum of Ten hundred and fifty dollars in ninety days from said date, with interest at 8 per cent. after due payable annually.

That said John H. Stewart then in life, became surety on said note for said Martha J. Dyal. A copy of said note is as follows:

" \$1050<sup>00</sup> Marysville, Ohio, March 25<sup>th</sup>, 1881.  
" Ninety days after date as principal debtors, we  
" jointly and severally promise to pay to the order of  
" Fullington, Phellis & Woods, Ten hundred & fifty dollars  
" for value received.

" And we hereby disburse 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 this note, with eight per cent. interest payable  
" annually, after the same shall become due, together with  
" costs of suit, and release all error, and waive all right  
" of appeal in this behalf.

" Witness our hands and seals this 25<sup>th</sup> day of March, 1881.

Martha J. Dyal Seal  
John H. Stewart. Seal

That the said John H. Stewart was surety merely on

said note for said Martha J. Wyal, who was his daughter - and no consideration was paid or to be paid to said Stewart for becoming said security, but he became said surety merely to accommodate his said daughter.

That the said Martha J. Wyal made no payment on said note, except \$12<sup>00</sup> on March 30<sup>th</sup>, 1883, and \$25<sup>00</sup> in same year, but what day or month plaintiff does not know, but said amounts were not separately or together sufficient to pay the interest then due and payable on said note.

That said John H. Stewart in his life time paid the amount of said note in full, and was compelled to pay the same for said Martha because she was insolvent and unable to pay the note, except the said small payments above mentioned. And said Stewart when he paid said note and interest lifted the same, and took possession of the note as a claim against said Martha J. Wyal, and said Martha thereby became indebted to said John H. Stewart upon said note, - the same becoming his property - in said sum of \$1050<sup>00</sup> with the interest aforesaid, and payable as aforesaid.

That the said Martha J. Wyal afterwards, to wit: about the 1<sup>st</sup> day of May, 1889 died intestate in Arkansas leaving no property in the State of Ohio, except her interest in the estate of John H. Stewart her father, and leaving said Calvin P. Wyal, John L. Wyal, Frank H. Wyal her children and Nina Russell her grand child, her heirs <sup>and</sup> only heirs at law, and through her they are heirs at law of said John H. Stewart, deceased.

That said John H. Stewart died intestate about the 1<sup>st</sup> day of June, 1889 leaving three children and said defendants his heirs and only heirs at law - the defendants taking together the share that said Martha J. Wyal would have taken if living.

Plaintiff therefore says that the estate of said Martha J. Wyal is indebted to the estate of said John H. Stewart the amount of said note as aforesaid stated with said interest.

Plaintiff further says that at the March term of the Court of Common Pleas of said County of Union, 1890, upon the petition of Hugh B. Stewart (one of the children of John H. Stewart) the real estate belonging to the estate of said John H. Stewart, deceased, was sold in partition proceedings, and in said proceedings, and because of the same there remains, and is in the hands of Thomas Martin as Sheriff of said Union County in money and securities for money to the amount of \$2593.61 (as plaintiff charges) going to and belonging to these defendants on distribution, as the heirs at law of John H. Stewart, deceased through said Martha J. Wyal as aforesaid.

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That all the defendants except Nina Russell reside out of the state of Ohio, to wit: Calvin P. Wyal, resides in Hazen, Prairie County and State of Arkansas, and John I. Wyal & Frank B. Wyal reside in Goodwin, St. Francis County and State of Arkansas. That Nina Russell resides in Delaware County Ohio. That Frank B. Wyal is a minor of the age of 19 years, and Nina Russell is a minor of the age of 10 years.

Plaintiff avers that there was no administrator on the estate of said Martha J. Wyal, and no guardian appointed for either of said minors, and no debts against the estate of said Martha J. Wyal, except those sued for in this action.

III Cause of Action: The plaintiff as such Administrator further says that about the --- day of September, 1888 the said Martha J. Wyal then in life, was in need of money and importuned her parents to wit: the said John B. Stewart and his wife Rebecca Stewart to borrow and raise the sum of One hundred dollars, which money - \$100<sup>00</sup> - they did borrow & procure & loaned and paid to the said Martha J. Wyal, and the said John B. Stewart and his said wife became personally responsible for the said money so borrowed, and carried along said loan for said Martha until the 3<sup>rd</sup> day of January, 1889, at which date said John B. Stewart and his said wife, executed their joint and several obligation for said \$100<sup>00</sup> to Morgan Savage, which \$100<sup>00</sup> they borrowed from said Savage to pay a party from whom the money was originally borrowed for said Martha, on which obligation the said John B. Stewart was principal and his said wife security, and which money was the same \$100<sup>00</sup> borrowed for said Martha J. Wyal.

That this plaintiff as such Administrator paid said obligation to the assignee of said Savage in full with the interest, to wit: plaintiff paid \$102.<sup>35</sup> and lifted said obligation and now holds the same as a valid claim against the estate of said Martha J. Wyal.

That Stewart in his life time paid as interest on said obligation the sum of \$5<sup>00</sup> making in all the sum of \$107.<sup>35</sup> paid by said Stewart and his Administrator for said Martha J. Wyal, said Martha by C. P. Wyal paid some interest on said claim to said Savage on April 3<sup>rd</sup>, 1890. The total interest paid by Stewart and his Adm. is \$7.<sup>35</sup> making payment in all as aforesaid \$107.<sup>35</sup> which amount plaintiff avers is due to him as such Adm. from said estate of Martha J. Wyal with interest at eight per cent. from April 27<sup>th</sup>, 1890.

The plaintiff therefore claims that there is due to plaintiff as such Administrator the amounts herein

stated, with the interest from said estate of Martha J. Dyal deceased. And plaintiff asks the Court to find and adjudge the amount of said indebtedness, and that the Court order the amount so found to be due plaintiff, as such Administrator to be paid out of the money and securities for money in the hands of Thomas Martin, Sheriff of said County belonging to the estate of said Martha J. Dyal, deceased, and going on distribution to defraudants as her heirs at law. And plaintiff asks such other <sup>and</sup> further relief to which he may be entitled in the premises by reason of the facts herein stated.

Porter & Porter,

Attorneys for Plaintiff.

The plaintiff William M. Brown being duly sworn makes oath that the facts stated in the foregoing petition are true as he believes. Affiant further makes oath that service of summons can not be made within the State of Ohio on the defraudants Calvin P. Dyal, John S. Dyal and Frank H. Dyal, and that this is an action in which it is sought by Attachment to take and appropriate the property of the defraudants to the payment of plaintiff's claims because the defraudants named in this affidavit are non-residents of the State of Ohio, and that the case is out of those mentioned in Section 5048 of the Revised Statutes of Ohio, and further saith not.

William M. Brown.

Sworn to by William M. Brown before me and signed by him in my presence this 28<sup>th</sup> day of April, 1890.

seal

R. M. Croy, Clerk.

To the Clerk Common Pleas:

Issue a Summons against all the defraudants according to law. Indorsed: Amount claimed \$1157<sup>35</sup> with interest payable annually at eight per cent. on \$1050<sup>00</sup> from June 25<sup>th</sup> 1881, except a credit of \$37<sup>00</sup> March 30<sup>th</sup> 1883; and interest on \$107<sup>25</sup> at 8 per cent. interest from April 27<sup>th</sup>, 1890.

Porter & Porter,

Attorneys for Plaintiff.

Affidavit for Attachment.

Affidavit of Wm M. Brown Admr. of John H. Stewart, Wxid.

5978

vs Calvin P. Dyal, John S. Dyal Frank H. Dyal & Mina Russell

In the Court of Common Pleas Union County Ohio.

William M. Brown, the plaintiff being first duly sworn deposes and says that he has commenced an action in said Court against the above named defraudants to recover the sum of \$1050<sup>00</sup> and interest at 8 per cent. payable annually from the 25<sup>th</sup> day of June, 1881 (except \$37<sup>00</sup>

Proof of Publication

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paid about March 30<sup>th</sup>, 1883) upon a promissory note for said sum of \$1050<sup>00</sup> dated March 25<sup>th</sup>, 1881 due 90 days after date payable to Fullington, Thellie & Woods and signed by Martha J. Dyal, and John H. Stewart, and on which said Stewart was surety merely for said Martha J. Dyal and which note said Stewart has fully paid off and satisfied (except said \$37<sup>00</sup>) and lifted the same, and is entitled to collect the same from the estate of said Martha J. Dyal, who is deceased, against her heirs at law who are the defendants herein and who are also the heirs at law (through said Martha) of said John H. Stewart, deceased.

III That said estate of Martha J. Dyal is further indebted to the estate of said John H. Stewart because of \$100<sup>00</sup> that said Stewart and his wife Rebecca borrowed for said Martha at her request, and loaned to her, and which amount said Stewart while living paid \$5<sup>00</sup> interest and the balance of said claim to wit: \$107<sup>35</sup> including 8 per cent interest was paid by plaintiff as such Administrator making the sum of \$107<sup>35</sup> which has been so paid by said Stewart and his Administrator, and on which he claims against said heirs also as in his first stated claim re. That said claims are just and affiant claims and believes that he as such Administrator ought to recover the amount of \$1157<sup>35</sup> with interest payable annually at 8 per cent. on \$1050<sup>00</sup> from June 25<sup>th</sup>, 1881 (except a credit of \$37<sup>00</sup>) and interest at 8 per cent. from April 27<sup>th</sup>, 1890 on \$107<sup>35</sup>. Affiant further makes oath that the defendant Calvin P. Dyal, John P. Dyal and Frank H. Dyal are all non-residents of the State of Ohio.

Affiant further makes oath that he has good reason to believe, and does believe that Thomas Martin as Sheriff of said County of Union has property of the estate of Martha J. Dyal, deceased, in his possession, to wit: he has money and securities for money belonging to said estate, and which defendants are entitled to on distribution as heirs at law of said Martha J. Dyal, & as heirs at law (through her) of John H. Stewart deceased amounting to \$2593.61, and that said Martin has the custody and control of said money and notes for money, and further affiant saith not.

William M. Brown.

Sworn and subscribed by said William M. Brown before me and signed by him in my presence this 28<sup>th</sup> day of April, 1890.

Seal R. M. Croy, Clerk.

Legal Notice

Calvin P. Dyal, who resides at Hazen, in Prairie County and State of Arkansas, & John P. Dyal & Frank H. Dyal, who

Proof of Publication

5978

J. Dyal  
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Martha J.  
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reside at Goodwin, in St. Francis County, and State of Arkansas, will take notice that W<sup>m</sup> M. Brown, as Admr. of the estate of John H. Stewart, deceased, on the 28<sup>th</sup> day of April, 1890 filed his petition against them and Minia Russell in the Court of Common Pleas, of Union County, Ohio, in which petition he sets the collection of a note dated March 25<sup>th</sup>, 1881, given to Pullington, Phillips & Woods for the sum of \$1050<sup>00</sup> due ninety days after date with eight per cent. interest after due, interest payable annually, and signed by Martha J. Wyal and John H. Stewart, in which note said Stewart was surety merely, and on which note said Martha paid about March 30<sup>th</sup>, 1883, \$37<sup>00</sup>. Said note (except said \$37<sup>00</sup>) was paid by said John H. Stewart in his life-time and which he then lifted and became the owner thereof, and plaintiff sets to collect the same from the distributive share of the estate of said John H. Stewart going to the estate of said Martha J. Wyal, the defendants bring her heirs-at-law and (through her) also the heirs-at-law of said Stewart. Said distributive share being in the hands of Thomas Martin, as Sheriff, in the partition case of the lands belonging to the John H. Stewart estate in Union County Court of Common Pleas.

Plaintiff also in same way and from same source and in same manner sets to collect the sum of \$107.<sup>35</sup> with eight per cent. interest from April 27<sup>th</sup> 1890 for money which John H. Stewart and his wife Rebecca borrowed for and loaned to said Martha J. Wyal in September, 1888, and which amount the estate of said John H. Stewart paid to the extent of said sum of \$107.<sup>35</sup> and which sum is still due and owing from the estate of said Martha J. Wyal to the estate of John H. Stewart.

Said defendants are required to answer said petition by the 21<sup>st</sup> day of June, 1890.

Porter & Porter,  
Attys for Plff.

Marysville, Ohio, April 28<sup>th</sup>, 1890

The State of Ohio,  
Union County, ss.

The undersigned being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with April 30<sup>th</sup>, 1890.

W. O. Shearer.  
Sworn to and subscribed before me this 6<sup>th</sup> day of June, 1890.  
R. M. Leroy, Clerk.

Summons  
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Summons

Afterward, on the 28<sup>th</sup> day of April, 1890, a summons was issued by the Clerk of said Court.

5978 The State of Ohio  
Union County ss

To the Sheriff of said County.

You are hereby commanded to notify Calvin P. Wyal, John J. Wyal, Frank B. Wyal & Nina Russell (a minor under 14 years of age) that he has been sued by William M. Brown, Administrator of the estate of John B. Stewart, deceased, in the Court of Common Pleas of Union County, and must answer by the 31<sup>st</sup> day of May 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 12<sup>th</sup> day of May, A. D. 1890.

Witness my hand and the seal of said Court this 28<sup>th</sup> day of April, A. D. 1890.

Seal

R. M. Croy, Clerk

Indorsed: "Action for \$1157.<sup>35</sup> at 8 per cent: \$1050.<sup>00</sup> from June 25<sup>th</sup>, 1881, except a credit of \$37.<sup>00</sup> on March 30<sup>th</sup>, 1883,  $\frac{2}{3}$  on \$107.<sup>35</sup> at 8 per cent. from April 27<sup>th</sup>, 1890, all interest payable annually.

Amount for which, with interest, judgment will be taken if defendant fail to appear \$1157.<sup>35</sup>"

Sheriff's Return

Afterward, on the 5<sup>th</sup> day of May, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said Court, which return is as follows:

5978

|              |       |
|--------------|-------|
| Ser's Return | \$46  |
| mileage      | 50    |
| Cop.         | 120   |
| Total        | \$215 |

The State of Ohio  
Union County

Sheriff's Return.

Received this writ, April 28<sup>th</sup>, 1890

at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to Nina Russell, the said Nina Russell having no father and no mother and no legal guardian. I also served by delivering a certified copy of this writ to Rebecca Stewart the person with whom said minor resides, on the 1<sup>st</sup> day of May, 1890. The others were not found.

Thomas Martin, Sheriff.

Notice to

The State of Ohio  
Union County ss

Garnishee

W<sup>m</sup> M. Brown  
vs

To the Sheriff of said County, Greeting

5978

Calvin P. Wyal et al

We command you to notify Thomas Martin Sheriff of Union County, Ohio, to appear before the Honorable Court of Common Pleas of said County, at the Court House within and for said County, on or before the 31<sup>st</sup> day of May, A. D. 1890, and answer under oath, all questions put to him touching the property of every description, and

credits, of the defendants Calvin P. Wyal, John P. Wyal, Frank W. Wyal & Una Russell in his possession or under his control, and he shall disclose truly the amount owing by him to said defendants whether due or not. You will make due return of this writ on the 12<sup>th</sup> day of May, 1890.

Seal

Witness my hand and the seal of said Court this 28<sup>th</sup> day of April, A. D. 1890.  
R. W. Croy, Clerk.

Order of the State of Ohio, Union County, Court of Common Pleas.  
Attachment of William M. Brown Admin.

To the Sheriff of Union County.

5978 Calvin P. Wyal et al

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, money and effects of the defendants Calvin P. Wyal, John P. Wyal, Frank W. Wyal and Una Russell (a minor under 14 years of age) in your County not exempt by law from being applied to the payment of the claims of the plaintiff Wm M. Brown Administrator of the estate of John W. Stewart, deceased, or so much thereof as will satisfy his claim for eleven hundred and fifty-seven <sup>35</sup>/<sub>100</sub> dollars with interest payable annually, at 8 per cent. on \$1050<sup>00</sup> from June 25<sup>th</sup> 1881, except a credit of \$37<sup>00</sup> paid March 30<sup>th</sup>, 1883, and \$107<sup>35</sup> at 8 per cent. from April 27<sup>th</sup>, 1890. And also for Fifty dollars, the probable costs of this action.

You will make due return of this order on the 12<sup>th</sup> day of May, A. D. 1890.

Seal

Witness my hand and the seal of said Court, this 28<sup>th</sup> day of April, A. D. 1890.  
R. W. Croy, Clerk.

Afterward, on the 5<sup>th</sup> day of May, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

5978

|         |     |
|---------|-----|
| Service | 45  |
| Copies  | 80  |
| Returns | 25  |
| Total   | 140 |

Received this order on the 28<sup>th</sup> day of April, A. D. 1890.

The within named defendants have no property in my County whereon to levy this Attachment.

Thomas Martin, Sheriff.

waiver I hereby waive service and enter my appearance herein April 28<sup>th</sup>, 1890.

Thomas Martin, Sheriff.

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Ad. litem

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Entry  
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Afterward, on the 26<sup>th</sup> day of June, 1890, an entry was made on the Journal by the Clerk of said Court  
W<sup>m</sup> M. Brown Admr.  
of John H. Stewart Wkd.  
vs  
Calvin P. Wyal et al  
Journal 15, Page 358.

This day on motion of plaintiff W. W. Merchant is appointed guardian ad litem in this cause for Frank H. Wyal & Mina Russell infant defendants herein; and thereupon said W. W. Merchant in open Court accepted said appointment.

Answer  
of  
Guard. Ad litem  
5978  
Afterward, on the 26<sup>th</sup> day of June, 1890, the following answer was filed with the Clerk of said Court.  
W<sup>m</sup> M. Brown, Admr.  
of John H. Stewart, Wkd.  
vs  
Calvin P. Wyal et al  
Answer of Guardian Ad litem

Now comes W. W. Merchant as Guardian ad litem for Frank H. Wyal & Mina Russell infant defendants in this case, and for answer to the petition of plaintiff says that as to the matters and facts therein set forth, he knows nothing, and therefore denies each and every allegation contained in said petition, and submit the issue thus made to the Court for decision.  
W. W. Merchant  
Guardian ad litem for infant Defs.

Answer  
of  
Sheriff  
5978  
Afterward, on the 26<sup>th</sup> day of June, 1890, an answer was filed with the Clerk of said Court.  
W<sup>m</sup> M. Brown Admr. of  
John H. Stewart, Wkd.  
vs  
Calvin P. Wyal et al  
Court of Common Pleas  
Union County, Ohio.

Now comes Thomas Martin, Sheriff, of said County of Union, and who has been served with notice as garnisher in this case, and answer to said notice, and says that he has in his possession and control the following property notes & money to said Calvin P. Wyal to-wit \$146.<sup>53</sup> in money and two notes amounting together to \$501.<sup>86</sup> with interest from the 8<sup>th</sup> day of March, 1890 due in one year and two years from the 8<sup>th</sup> day of March, 1890 and belonging to John P. Wyal same amount in money and notes, one at same time and belonging to Frank H. Wyal same amount in money & notes, due at same time and belonging to Mina Russell same amount in money and notes due at same time and all bearing the same interest from same date as that of said Calvin P. Wyal, and the same is subject to the order of this Court.  
Thomas Martin, Sheriff.

Sworn to by Thomas Martin before me, and subscribed  
by him this 26<sup>th</sup> day of June, 1890.

R. M. Erory, Clerk

By W. M. Winget, Deputy.

Entry

Afterward, on the 26<sup>th</sup> day of June, 1890, an entry  
was made on the Journal by the Clerk of said Court.

5978 W<sup>m</sup> M. Brown Admr. of  
John H. Stewart, decd.

Journal 15, Page 358.

vs  
Calvin P. Dyal et al

This day this cause came on to be  
heard upon the petition of plaintiff, and the answer  
of the guardian ad litem for the infant defendants  
Frank H. Dyal and Nina Russell, and upon evidence,  
and was argued by counsel. And the Court being fully  
advised in the premises do find that there is due  
from the estate of said Martha J. Dyal, deceased, to the  
estate of John H. Stewart, deceased, on the first cause of  
action in plaintiff's petition the sum seventeen hundred  
and sixty-nine (\$1769<sup>00</sup>) dollars including the interest,  
and that there is due from the estate of said Martha  
J. Dyal to the estate of said John H. Stewart on the second  
cause of action set forth in plaintiff's petition the sum  
of one hundred <sup>20</sup>/<sub>100</sub> eight <sup>70</sup>/<sub>100</sub> dollars (\$108.<sup>70</sup>) including  
interest making in all \$1877.<sup>70</sup>.

And the Court further find from the evidence <sup>20</sup>/<sub>100</sub>  
from the answer of Thomas Martin as Garnishee there  
remains in his hands as money and notes belonging  
to said defendants Calvin P. Dyal, John P. Dyal, Frank H.  
Dyal <sup>20</sup>/<sub>100</sub> and Nina Russell together as distributees in partition  
of the estate of John H. Stewart the sum of \$2593.<sup>56</sup> with  
interest to be added. And that in equity and  
justice so much of said sum should be paid by said  
Sheriff to said plaintiff as such Administrator of John  
H. Stewart as will pay said indebtedness of the estate of  
Martha J. Dyal to the estate of John H. Stewart, and the  
costs of this action.

It is therefore considered and ordered by the Court  
that said Thomas Martin pay to the plaintiff from the  
money in his hands belonging to said defendants as  
aforesaid, and from the proceeds of said notes the sum  
of --- \$ sufficient to pay said indebtedness, and the  
costs of this action, and that the balance remaining  
in his hands after said indebtedness and costs are  
paid, be distributed among said defendants according  
to the share of each respectively.

And said Martin is ordered to retain said notes  
or a sufficient number and amount thereof to pay (when  
collected) said indebtedness <sup>20</sup>/<sub>100</sub> costs (or to transfer to said

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Administrator a sufficient number and amount of said notes to pay the indebtedness to said estate of said John B. Stewart, deceased.)

Attest  
A. M. Fry Clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the 9th 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, to-wit, on the 9th day of November, 1889, Walter W. Brown filed in the Clerk's Office of the said Court of Common Pleas the following Petition against George Caldwell et al

Petitioner Walter W. Brown

vs

5890 George Caldwell <sup>2/10</sup>  
Maria Caldwell

Court of Common Pleas  
Union County Ohio.

II. The plaintiff says that on the 23rd day of December, 1878 the defendant George Caldwell made and delivered to Benjamin S. Brown as guardian of Walter W. Brown and others his promissory note of that date and thereby promised to pay to said Benjamin S. Brown as such guardian or order the sum of five thousand dollars in five years after the date thereof with interest at eight per cent. from date payable semi-annually.

Said note has been purchased by and transferred to the plaintiff, and he is now the legal holder and owner thereof, and there is now due and unpaid to plaintiff from the defendant George Caldwell on said promissory note, the sum of three thousand five hundred <sup>2/10</sup> fifty-six <sup>7/10</sup> dollars (\$3556.79) with interest at eight per cent payable semi-annually from the 1st day of January, 1888.

III. Second Cause of Action:

The plaintiff further says that the defendants George Caldwell, <sup>2/10</sup> Maria Caldwell on said 23rd day of December, 1878 to secure payment of said promissory note executed and delivered to the said Benjamin S. Brown as guardian of said Walter W. Brown their mortgage deed, and thereby conveyed to said Brown his heirs and assigns the following lands and tenements situate in the Counties of Union <sup>2/10</sup> Madison and State of Ohio, and in Virginia Military Surveys N<sup>o</sup> 8415 <sup>2/10</sup> 9755 and bounded and described as follows: Beginning at a stone and brick (two Burr oaks from one root bear N. 7 1/2 E. one pole distant) North-west corner to Survey N<sup>o</sup> 7465; thence with

the north line of said Survey S. 88 $\frac{1}{2}$  E. 65 poles  $\frac{2}{10}$   $\frac{32}{100}$  of a pole to a stone N. E. corner to said Survey, and a corner to Survey N $^{\circ}$  8415: thence with the easterly line of said Survey N $^{\circ}$  8415 N. 27 $^{\circ}$  E. 180 poles to a stone S. W. corner to Survey N $^{\circ}$  9755: thence with the south line of said Survey S 86 $^{\circ}$  E. 131 poles  $\frac{2}{10}$   $\frac{36}{100}$  of a pole (passing a stake at 128 poles  $\frac{2}{10}$   $\frac{76}{100}$  of a pole) to the center of Little Darby Creek: thence up the center of said Creek, as it narrows to a stake, corner to Morris Caldwell's lot: thence with the line of said Caldwell's lot S. 28 $\frac{1}{4}$  W. 4 poles and  $\frac{1}{10}$  of a pole to a stone  $\frac{2}{10}$  Brick on the South Bank of said Creek; thence S. 23 $^{\circ}$  10' W. 176 poles to a stone and Brick: thence S. 56 $^{\circ}$  40' E. 81 poles  $\frac{2}{10}$   $\frac{44}{100}$  of a pole to the beginning, containing 248 acres. Part of Survey N $^{\circ}$  8415, and the whole of Survey N $^{\circ}$  9755, being 117 acres in Union County, and 131 acres in Madison County. Excepting from said tract thirteen acres conveyed by George Caldwell to Martie Connor by deed in Union County lying on the north side of the Post Road, and South side of Darby Creek and being the north-west corner of the tract described in said mortgage.

The condition contained in said mortgage deed was in substance that if the said George Caldwell should pay said promissory note with its interest according to the terms and provisions of the same, then said mortgage to be void, otherwise to be and remain in full force and virtue.

Said mortgage was filed for record with the Recorder of Union County on January 2 $^{\text{nd}}$  1879 at 3 o'clock P.M. and was recorded in Volume 14, Page 595 Record of Mortgage. And the same was filed for record with the Recorder of Madison County on August 4 $^{\text{th}}$ , 1882 at 6 P.M. and recorded August 10 $^{\text{th}}$ , 1882 in Mortgage Record of said County Volume 14 Page 410  $\frac{2}{10}$  411.

Said mortgage deed has become absolute, there is due to plaintiff as aforesaid on said indebtedness the sum of \$3556  $\frac{2}{10}$  with interest at 8% payable semi-annually from January 1 $^{\text{st}}$ , 1888.

#### III. Third Cause of Action:

The plaintiff further says that the defendant George Caldwell on the 11 $^{\text{th}}$  day of August 1882 made and delivered to said Benjamin S. Brown one other promissory note of that date and thereby promised to pay to said Benjamin S. Brown as guardian of Walter W. Brown and others, or order, the sum of Five thousand dollars in five years after the date thereof with interest at seven percent. from date payable semi-annually.

Said note with all the credits thereon is hereto attached marked "B" and made a part of this petition.

Said note has been purchased by, and has been

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transferred to the plaintiff, and he is now the legal holder and owner thereof, and there is now due the plaintiff from the defendant George Caldwell on said note the sum of five thousand dollars with interest at 7 per cent. payable semi-annually from the 1<sup>st</sup> day of January, 1888

IV. Fourth Cause of Action:

The defendants George Caldwell and Maria Caldwell, to secure the payment of said last described promissory note executed and delivered to said Benjamin S. Brown as guardian as aforesaid and other mortgage deed, and thereby again conveyed by said mortgage to said Brown his heirs and assigns, the same lands and tenements, and all of said premises described in the plaintiff's second cause of action in this petition. Said last mentioned mortgage contained a condition which was in substance that if the said George Caldwell should pay said last described note with its interest according to the tenor, terms and legal effects of the same, then said mortgage to be void otherwise to be and remain in full force and virtue.

This mortgage was filed for record with the Recorder of Union County on August 19<sup>th</sup>, 1882 at 12 o'clock M. and was recorded August 21<sup>st</sup> 1882 Vol. 18, Pages 457<sup>th</sup> & 454 Record of mortgages of said County. And the same was filed for Record with the Recorder of Madison, November 1<sup>st</sup>, 1882, at 1 o'clock P.M. and was by him entered of Record in Volume 14, Pages 509, - 510, - 511 in the mortgage Record of said County.

Said mortgage deed has become absolute. There is due to plaintiff as aforesaid on said indebtedness the sum of \$5000<sup>00</sup> with interest at 7 per cent payable semi-annually from January, 1<sup>st</sup>, 1888. The said Maria Caldwell was when said mortgage were executed the wife of said George Caldwell.

Plaintiff is also the legal holder and owner of both the mortgages above mentioned. The plaintiff therefore asks judgment against the said George Caldwell for the sum of \$8556.79 with 8 per cent. interest payable semi-annually on \$3556.79 from January 1<sup>st</sup>, 1888, and with 7 per cent. interest payable semi-annually on \$5000 from January 1<sup>st</sup>, 1888.

And plaintiff asks that said mortgages may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said indebtedness and plaintiff asks all other and further relief which in equity and justice he may be entitled to.

Porter <sup>40</sup> Porter  
Attys. for Plff.





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 " Interest paid to June 23<sup>d</sup>, 1881.  
 " Interest paid to December 23<sup>d</sup>, 1881.  
 " Interest paid to June 23<sup>d</sup>, 1882  
 " Interest paid to December 23<sup>d</sup>, 1882  
 " Interest paid to June 23<sup>d</sup>, 1883  
 " Interest paid to December 23<sup>d</sup>, 1883  
 " Interest paid to June 23<sup>d</sup>, 1884  
 " \$177<sup>26</sup> paid February 24<sup>th</sup>, 1885 by Chas. Phellis Jr.  
 " Interest paid to November 1<sup>st</sup>, 1886.  
 " \$1443<sup>21</sup> paid on the principal of the within note this  
 first (1<sup>st</sup>) day of November, 1886.  
 " Interest paid to January 1<sup>st</sup>, 1888 on this note.

" B. " \$5000<sup>00</sup>. Given, Union County Ohio, August 11<sup>th</sup>, 1882.  
 " Five years after date I promise to pay Benjamin S. Brown  
 " as Guardian of Walter W. Brown, Helen Brown, Flora Brown  
 " Harry S. Brown <sup>3/4</sup> & David J. Brown minor children and heirs  
 " of Walter C. Brown late of Franklin County, Ohio, deceased,  
 " or order five thousand dollars with interest at the rate of  
 " seven per centum per annum payable semi-annually  
 " from date until the principal sum thereof is fully paid;  
 " and in case of the non-payment of any of said semi-  
 " annual installments of interest or any portion thereof, at  
 " the time the same become due according to this obligation  
 " or within thirty days thereafter, then the whole amount of  
 " said principal sum shall at the option of the said Brown  
 " Guardian as aforesaid or his assignee be deemed to have  
 " become due and payable without any notice whatever (notice  
 " of such option being hereby expressly waived) and this note,  
 " together with all interest due or owing thereon at the  
 " rate aforesaid, shall thereupon be collectible in a suit at  
 " law or by a foreclosure of the mortgage by which this  
 " note is secured in the same manner as if the whole of said  
 " principal sum had been made payable at the time when  
 " any such failure in any payment shall occur as aforesaid.  
 Gro. Caldwell.

Endorsements:

" Interest paid to February 11<sup>th</sup>, 1883  
 " Interest paid to August 11<sup>th</sup>, 1883  
 " Interest paid to February 11<sup>th</sup>, 1884  
 " Interest paid to August 11<sup>th</sup>, 1884  
 " Interest paid to February 11<sup>th</sup>, 1885  
 " Interest paid to August 11<sup>th</sup>, 1885  
 " Interest paid to November 1<sup>st</sup>, 1886  
 " Interest paid to January 1<sup>st</sup>, 1886

Summons

5890

Afterward, on the 9<sup>th</sup> day of November, 1889, a Summons was issued by the Clerk of said Court, indorsed as follows:  
 The State of Ohio,  
 Union County ss To the Sheriff of said County.  
 You are hereby commanded to notify George Caldwell & Maria Caldwell that they have been sued by Walter W. Brown in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of December, 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 18<sup>th</sup> day of December, A. D. 1889.  
 Witness my hand and the seal of said Court,  
 this 9<sup>th</sup> day of November, A. D. 1889.

Seal

R. M. Croy, Clerk.

By W. M. Winger, Deputy.

Indorsed: "Action for \$8556.72 with interest on \$3556.72 at 8% payable semi-annually from January 1<sup>st</sup>, 1888, & interest on \$5000 at 7% payable semi-annually from January 1<sup>st</sup>, 1888. & Foreclosure of Mortgage."

Sheriff's Return

5890

Afterward, on the 15<sup>th</sup> day of November, 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Dr. & Return	\$	30
Redal Writs		15
Mileage		1 60
Copy		40
Total	\$	2 45

The State of Ohio  
 Union County ss Sheriff's Return.  
 Received this writ November 9<sup>th</sup>, 1889 at 10 o'clock A. M. and served same by delivering a certified copy thereof with the indorsments thereon to the within named George Caldwell & Maria Caldwell on the 14<sup>th</sup> day of Nov. 1889.  
 Thomas Martin, Sheriff

Entry

5890

Afterward, on the 12<sup>th</sup> day of December, 1889, an entry was made on the Journal by the Clerk.  
 Walter W. Brown  
 vs  
 George Caldwell et al  
 Journal, 15, Page 222.

This day came the plaintiff by his attorneys and the said defendants still failing to answer or demur to said petition, it is considered that the plaintiff ought to recover of the defendant George Caldwell the sum of nine thousand eight hundred and twenty-five <sup>20</sup>/<sub>100</sub> <sup>05</sup>/<sub>100</sub> dollars as the plaintiff in his petition hath claimed to be his due from the said George Caldwell on the note in said petition described.  
 It is therefore considered by said Court that the said plaintiff recover of the said defendant George Caldwell the said sum of \$9825.25 and also his costs in this behalf expended taxed at \$--.

Order of Sale

5890

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It is further ordered and adjudged that in case the said defendant fail for ten days to pay to plaintiff said sum of \$9825.<sup>05</sup> so as aforesaid found due with the costs of suit, that the premises described in plaintiff's petition be sold to pay said indebtedness and that an order issue to the Sheriff of said County of Union demanding him to cause the said lands & improvements in said petition described to be appraised, advertised, and sold according to law, and apply the proceeds of said sale, to the satisfaction of said sum so found due with costs of suit.

And it is ordered that said sum draw interest as follows: from the first day of December, 1889 to wit: \$5699.<sup>71</sup> at seven per cent, <sup>2</sup>/<sub>10</sub> \$4.125.<sup>37</sup> to draw interest at eight per cent. By agreement, the collection of this Judgment and order is stayed for 4 months from this date December 12<sup>th</sup>, and in consideration of said stay the assignees of said Caldwell agree to charge no fee, expenses or costs in this cause as against plaintiff Judgment <sup>2</sup>/<sub>10</sub> order.

It is ordered that said sale be made for <sup>1</sup>/<sub>3</sub> cash on day of sale <sup>2</sup>/<sub>3</sub> in one year <sup>2</sup>/<sub>3</sub> in two years with interest on deferred payments to be secured by mortgage on the premises sold. And may be sold in parcels if more money can be thereby obtained.

To the Clerk:

Issue an Order of Sale against the Real Estate in this case, returnable according to law.  
 April 19<sup>th</sup>, 1890. Porter & Porter  
 Attys. for Plff.

Order of Sale

Afterward, on the 19<sup>th</sup> day of April, 1890, Order of Sale was issued by the Clerk of said Court.

The State of Ohio

1890

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 12<sup>th</sup> day of December, 1889, Walter W. Brown obtained a Judgment and Decree against George Caldwell et al for the sum of nine thousand eight hundred and twenty-five <sup>2</sup>/<sub>10</sub> <sup>05</sup>/<sub>100</sub> dollars, and nine <sup>2</sup>/<sub>10</sub> <sup>30</sup>/<sub>100</sub> dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said George Caldwell within 10 days from the 12<sup>th</sup> day of December, A.D. 1889, pay unto the said Walter W. Brown the said sum of nine thousand eight hundred and twenty-five <sup>2</sup>/<sub>10</sub> <sup>05</sup>/<sub>100</sub> dollars with interest from the 3<sup>rd</sup> day of November, 1889 and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County.

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commanding him to proceed, according to the statute regulating Judgments <sup>2/3</sup> Executions at law, to sell the real estate described in the plaintiffs petition re:

And whereas, the 10 days aforesaid have fully expired, and the said sum of \$9825.<sup>00</sup> dollars, <sup>2/3</sup> 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 <sup>2/3</sup> Executions at law, the following lands and tenements, situate in Union <sup>2/3</sup> Madison County, Ohio, to-wit: Bounded <sup>2/3</sup> described as follows: Beginning at a stone and brick (two Burr oak from one root being N. 7 1/2° E. one pole distant) North-west corner to Survey N<sup>o</sup> 7465: thence with the North line of said Survey S 88 1/2° E. 65 poles <sup>2/3</sup> 3/4 of a pole to a stone N.E. corner to said Survey and a course of Survey N<sup>o</sup> 8415 N. 27° E. 180 poles to a stone S.W. corner to Survey N<sup>o</sup> 9755: thence with the South line of said Survey S 86° E. 131 <sup>2/3</sup> 3/4 poles (passing a stone at 128 poles <sup>2/3</sup> 7/8 of a pole) to the center of Little Darby Creek: thence up the center of said creek, as it now runs to a stake, corner to Moses Caldwell's lot: thence with the line of said Caldwell's lot S. 28 1/4° W. 4 poles <sup>2/3</sup> 1/2 poles to a stone and brick, on the South bank of said creek; thence S. 56° 40' E. 81 <sup>2/3</sup> 7/8 poles to the beginning containing 248 acres, Part of Survey N<sup>o</sup> 8415 <sup>2/3</sup> the whole of Survey N<sup>o</sup> 9755, being 117 acres in Union County and 131 acres in Madison County. Excepting from said tract thirteen acres conveyed by George Caldwell to Martin Conner by deed, in Union County, lying on the North side of the Post Road and South side of Darby Creek, and being the North West corner of the tract described in said mortgage.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, this 14<sup>th</sup> day of April, A. D. 1890.  
R. W. Leroy, Clerk.

Seal

Sheriff's Return

5890

of said said

Service by Sum. App. Sworn. Copy of Writing Mileage Return Total Appraisal Printer Estate in the Union appear of the P. M. of said public

Proof of Publication

5890

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Sheriff's Return

and afterward, on the 3<sup>rd</sup> day of June, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

5890

Service	\$ 60
Drove	50
Sum. Apprs	1 20
Swear. "	1 20
Survey. "	2 00
Writing Apprl.	30
Copy of "	30
Notice to Pte.	30
Affidavit to "	30
Writing Notice	30
Mileage	2 40
Return	25
Total	\$9 65
Appraisers Fee	3 00
Printer's Fee	18 00

The State of Ohio  
 Union County, ss  
 Sheriff's Return.  
 Received this writ the 19<sup>th</sup> day of April, A.D. 1890, and on the 21<sup>st</sup> day of April A.D. 1890 I called an inquest of J. P. Morse, Cicero Street <sup>2<sup>nd</sup></sup> J. B. Bidwell 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: \$65<sup>00</sup> 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 24<sup>th</sup> day of May, A.D. 1890, at the door of the Court House, in Marysville, Ohio, at the hour of One 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 Real Estate was not sold for want of bidders.

Thomas Martin, Sheriff.

Proof of Publication

Walter Brown  
Or  
George Caldwell et al

On Order of Sale.

5890

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, 24, 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 Counties of Madison <sup>2<sup>nd</sup></sup> Union <sup>3<sup>rd</sup></sup> State of Ohio, and bounded and described as follows: Beginning at a stone and brick (two burr oak from our root bears North 7<sup>1</sup>/<sub>2</sub> E. 1 pole distant) North-West corner to Survey n<sup>o</sup> 7465; thence with the North line of said Survey South 88<sup>1</sup>/<sub>2</sub> East 65<sup>3</sup>/<sub>4</sub> poles to a stone North-East corner to said Survey and a course of Survey n<sup>o</sup> 8415 n. 27<sup>o</sup> E 180 poles to a stone S.W. corner to Survey n<sup>o</sup> 9755; thence with the South line of

of said Survey S. 86° E. 131 <sup>3</sup>/<sub>4</sub> poles (passing a stone at 128 <sup>7</sup>/<sub>10</sub> poles) to the center of Little Darby Creek: thence up the center of said creek as it now runs to a stake course to Moore Caldwell's lot; thence with the line of said Caldwell's lot S. 28 <sup>1</sup>/<sub>4</sub> - W. 4 <sup>1</sup>/<sub>10</sub> poles to a stone <sup>3</sup>/<sub>4</sub> brick on the south bank of said Creek: thence S 56° 40' E. 81 <sup>7</sup>/<sub>10</sub> poles to the beginning containing 248 acres, part of Survey n<sup>o</sup> 8415 <sup>2</sup>/<sub>10</sub> the whole of Survey n<sup>o</sup> 9755, being 117 acres in Union County and 131 acres in Madison County, excepting from said tract thirteen acres conveyed by George Caldwell to Martie Connor by deed in Union County, lying on south side of Post Road and south side of Darby Creek and being north-west corner of the tract described.

Appraised at \$65<sup>00</sup> per acre.

Terms of Sale-- One third cash on day of sale; one third in one year, and one third in two years.

Printers Fee-- \$18<sup>00</sup>

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 5 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with April 23<sup>rd</sup>, 1890.

W. C. Stewart.

Sworn to and subscribed before me, this 27<sup>th</sup> day of May A. D. 1890.

Sheriff R. M. Erory, Clerk.

By W. M. Winget, Deputy.

Alias Order of Sale. Afterward, on the 3<sup>rd</sup> day of June, 1890, Alias Order of Sale was issued by the Clerk of said Court.

The State of Ohio

5890 Union County, ss To the Sheriff of said County.

Whereas, At a Court of Common Pleas, holden at the Court House within and for said County on the 12<sup>th</sup> day of December, 1889, Walter W. Brown obtained a judgment or decree against George Caldwell et al. for the sum of nine thousand eight hundred <sup>2</sup>/<sub>10</sub> twenty-five <sup>7</sup>/<sub>10</sub> <sup>05</sup>/<sub>100</sub> dollars <sup>2</sup>/<sub>10</sub> nine <sup>3</sup>/<sub>10</sub> <sup>00</sup>/<sub>100</sub> dollars, costs of suit:

And whereas, it was then and there by said Court ordered, adjudged and decreed that the said George Caldwell within 10 days from the 12<sup>th</sup> day of December, 1889 pay unto the said Walter Brown the said sum of nine thousand eight hundred and twenty-five <sup>7</sup>/<sub>10</sub> <sup>05</sup>/<sub>100</sub> dollars with interest from the 3<sup>rd</sup> day of November, 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

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to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiffs petition re:

And whereas, the 10 days aforesaid, have fully expired and the said sum of \$9825<sup>00</sup> 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 19<sup>th</sup> day of April, 1890, the following lands and tenements were appraised, advertised and offered for sale to-wit:

Bounded and described as follows; to-wit: Beginning at a stake and brick (two Burr oaks from our roof being N. 7 1/2 E. one pole distant) North-West corner to Survey N<sup>o</sup> 7465; thence with the north line of said Survey S. 88 1/2 E. 65 2/10 3/100 poles to a stake N. E. corner to said Survey and a corner to Survey N<sup>o</sup> 8415, N. 27 E. 180 poles to a stake S.W. corner to Survey N<sup>o</sup> 9755; thence with the South line of said Survey S. 86 E. 131 2/10 3/100 poles passing a stake at 128 poles (2/10 16/100 of a pole) to the center of Little Darby Creek; thence up the center of said creek as it now runs to a stake corner to Moses Caldwell's lot; thence with the line of said Caldwell's lot S. 28 1/4 W. 4 7/10 poles to a stake and brick on the South bank of said Creek; thence S 56 40 E. 81 2/10 7/100 poles to the beginning containing 248 acres. Part of Survey N<sup>o</sup> 8415 2/10 the whole of Survey N<sup>o</sup> 9755. Being 117 acres in Union County and 131 acres in Madison County.

Excepting from said tract thirteen acres conveyed by George Caldwell to Martin Connor by deed in Union County lying on the north side of the Post road 2/10 South side of Darby Creek and being the N.W. corner of the tract described in said mortgage.

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 \$65<sup>00</sup> 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. M. Crory, Clerk of the Court of Common Pleas of said County and Seal of said Court, at Marysville this 3<sup>rd</sup> day of June, 1890.

Seal

R. M. Crory, Clerk.

Sherriff's Return

And afterward, on the 5<sup>th</sup> day of July, 1890, the Sherriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

5890

Notice to Pr.	3 75
Affidavit of Pr.	30
Writing Notice	75
Mileage	2 40
Return	25
Total	4 45
Printer's Fee	18 00

The State of Ohio,  
 Union County ss: Sherriff's Return.  
 In obedience to the command of the order of sale hereto annexed, I did on the 4<sup>th</sup> day of June, 1890 cause to be advertised in the Mariopole 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, and on the 5<sup>th</sup> day of July, A. D. 1890 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 5<sup>th</sup> day of July, 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 came Walter W. Brown who bid for the same the sum of Forty-three  $\frac{2}{3}$   $\frac{33}{3}$  dollars per acre, and said sum being two-thirds of the appraised value thereof, and said Walter W. Brown being the highest and best bidder thereof I then and there publicly sold and struck off said land and tenements to him for said sum of Forty-three  $\frac{2}{3}$   $\frac{33}{3}$  per acre, dollars.

Proof of Publication

Walter Brown  
 or  
 George Caldwell et al.

On Order of Sale.

5890

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 Mariopole, Ohio, on Saturday July 5, 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 Counties of Madison and Union and State of Ohio, and bounded and described as follows: Beginning at a stone and brick (two Burr oak from one root bears north  $7\frac{1}{2}$  E. One pole distant) N. W. corner to Survey n<sup>o</sup> 7465; thence with the north line of said Survey S. 88 $\frac{1}{2}$  E. 65  $\frac{32}{100}$  poles to a stout N. E. corner to said Survey and a corner of Survey n<sup>o</sup> 8415 N. 27 $\frac{1}{2}$  E. 180 poles to a stout South West corner to Survey n<sup>o</sup> 9755; thence with the South line of said Survey S. 86 $\frac{1}{2}$  E. 131  $\frac{30}{100}$  poles (passing a stout at 128  $\frac{7}{10}$  pole) to the center of Little Darby Creek; thence up the center of said creek as it now runs to a stake corner to Morris Caldwell's lot; thence with the line of said Caldwell's lot S. 28 $\frac{1}{4}$  W. 4 $\frac{1}{10}$  poles to a stone and brick on the South bank of said creek; thence S. 56 $\frac{1}{2}$  E. 81  $\frac{7}{10}$  poles to the beginning

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containing 248 acres, part of Survey N<sup>o</sup> 8415 and the whole of Survey N<sup>o</sup> 9755, being 117 acres in Union County & 131 acres in Madison County, excepting from said tract thirteen acres conveyed by George Caldwell to Martin Connor by deed in Union County, lying on South side of Post road and South side of Darby Creek, and being the north-west corner of the tract described.

Appraised at \$65<sup>00</sup> per acre. Terms of Sale --- One-third cash on day of sale; one-third in one year, and one-third in two years. Printer's Fees --- \$18<sup>00</sup>.

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 June 4<sup>th</sup>, 1890.

W. O. Shearer

Sworn to and subscribed before me this 7<sup>th</sup> day of July 1890. Seal R. M. Leroy, Clerk.

Entry  
5890  
Walter W. Brown

Afterward, on the 9<sup>th</sup> day of July, 1890, an entry was made on the Journal, by the Clerk of said Court.

Journal 15, Page 303

George Caldwell et al

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made by him under the former order of this Court, and the Court after a careful examination of said proceedings and report of said Sheriff, find that said sale and proceedings have been made and had in all respects as required by law and the orders of this Court. And the Court therefore orders that said sale and proceedings be and the same are hereby approved and confirmed.

And it is ordered that said Sheriff convey to the purchaser Walter W. Brown by deed in fee simple the lands and tenements so sold, and a writ of possession is awarded to put said purchaser in full possession of said premises.

And the Court order the distribution of the proceeds of said sale as follows:

First --- To the payment of the costs of this action amounting to \$69.<sup>90</sup>

Second --- To the payment of the taxes and penalty now due on that portion of said land which lies in Union County amounting to \$ 77.45.

Third - The amount of plaintiffs claim, to wit: \$9825.05 together with the interest which has accrued on said judgment and decree.

And the Court find that there is nothing further in the Sheriffs hands to distribute.

It is further ordered that a survey of said premises may be made by either party if done before the final adjournment of this Court the costs of the same to be paid by the party causing the same to be done.

And the Court find that the said Maria Caldwell joined with her husband in both of said mortgages foreclosed in this case. It is ordered that she be forever barred of her dower in said premises. And thereupon by agreement of the parties all authority for a survey of the land is relinquished in consideration that the plaintiff renits all claim for any balance on the said dower against George Caldwell.

Attest  
Merry Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the 5th 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 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit, on the 29<sup>th</sup> day of August, 1888, Henry Rocky, filed in the Clerk's Office of the said Court of Common Pleas the following Petition against W. E. Cooperider et al.

Petitioner Henry Rocky

vs

5612 W. E. Cooperider &  
John Cooperider

In Common Pleas Court  
Union County Ohio.

The plaintiffs says: This his action is founded upon a promissory note of which the following is a copy:

\$212.<sup>00</sup> Wooster, Ohio, October 3<sup>rd</sup>, 1873.

On or before the first day of January, 1875 for value received, we, or either of us, promise to pay to the order of Wm. Donald & Co. at Farmers Bank, Marysville Ohio, Two hundred & twelve <sup>00</sup>/<sub>100</sub> dollars with interest at the rate of eight per cent. per annum.

W<sup>o</sup> 13729.

P.O. New California.

W. E. Cooperider  
John Cooperider

Revenue  
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There is due from the defendants on said note the sum of Two hundred and twelve <sup>50</sup>/<sub>100</sub> dollars which he claims with interest from the 3<sup>rd</sup> day of October, 1873 <sup>20</sup>/<sub>100</sub> for which he asks Judgment.

H. J. King,  
Attorney for Plaintiff.

The State of Ohio,  
Union County ss

H. J. King, being sworn, says he is the Attorney of the above named Henry Rocky, duly authorized in the premises. That the said Henry Rocky is not a resident of said County of Union. The above pleading of the said Henry Rocky is founded upon a written instrument for the payment of money only, and is now in the possession of this affiant. And that the facts stated and allegations in the foregoing pleading of Henry Rocky are as the affiant believes, true.

H. J. King.

Sworn to before me and signed in my presence the 29<sup>th</sup> day of August, A. D. 1888.

R. M. Leroy, Clerk.

To the Clerk:

Issue Summons upon the petition in the above case, returnable according to law. Amount claimed \$212 <sup>50</sup>/<sub>100</sub> with interest at 8 percent from October 3<sup>rd</sup>, 1873.

H. J. King, Atty.

Summons

Afterward, on the 29<sup>th</sup> day of August, 1888, a Summons was issued by the Clerk of said Court.

5612

The State of Ohio,  
Union County ss

To the Sheriff of County of Union

We command you to notify W. E. Cooperider <sup>and</sup> John Cooperider that they have been sued by Henry Rocky in the Court of Common Pleas of Union County, and that unless they answer by the 29<sup>th</sup> day of September, 1888 the petition of said Henry Rocky against them filed in the Clerk's Office in said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 10<sup>th</sup> day of September, 1888.

Witness my hand and the seal of said Court this 29<sup>th</sup> day of August, A. D. 1888 at Marysville, Ohio.

Seal

R. M. Leroy, Clerk.

Indorsed: "Action for money. Amount claimed \$212 <sup>50</sup>/<sub>100</sub> with interest from the 3<sup>rd</sup> day of October, 1873."

Afterward, on the 10<sup>th</sup> day of September, 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.

Service	45
Mileage	1 60
Copy	40
Total	\$2 45

Received this writ August 29<sup>th</sup>, 1888, at 5 o'clock P.M. And pursuant to its command on the 8<sup>th</sup> day of September, A.D. 1888, I served the same by handing true copies thereof with indorsements thereon to the within named W. E. Cooperider & John Cooperider.

M. Hopkins Sheriff  
By F. I. Wall Deputy.

Motion

Afterward, on the 29<sup>th</sup> day of October, 1888, a motion was filed with the Clerk of said Court.

5612 Henry Rocky

vs

Court of Common Pleas,  
Union County, Ohio.

W. E. Cooperider et al.

The defendants now come and for motion ask an order of the Court requiring the above named plaintiff to secure costs herein, and for cause says he is a non-resident of said County of Union.

D. W. Ayers. Atty.

Demurrer

Afterward, on the 28<sup>th</sup> day of February, 1889, a demurrer was filed with the Clerk of said Court.

5612 Henry Rocky

vs

Court of Common Pleas  
Union County Ohio

W. E. Cooperider and  
John Cooperider

The defendants now come and for demurrer to the petition of the plaintiff says: That the petition herein does not state facts sufficient to constitute a cause of action against them.

D. W. Ayers.

Atty. for Defts.

Amended

Petition

Afterward, on the 27<sup>th</sup> day of April, 1889, an Amended Petition was filed with the Clerk of said Court.

Henry Rocky

vs

In Common Pleas Court  
Union County Ohio.

5612

W. E. Cooperider &  
John Cooperider

The plaintiff says:

This his action is founded upon a promissory note, which note was duly assigned to plaintiff and he is the owner of said note of which the following is a copy:

\$ 212<sup>00</sup> Wooster, Ohio, October 3<sup>rd</sup>, 1873

On or before the first day of January, 1875, for value received we, or either of us, promise to pay to the order of M. Donald & Co., at Farmers Bank, Marysville, Ohio, Two hundred and twelve <sup>00</sup>/<sub>100</sub> dollars with interest at the rate of eight per cent per annum.

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Answer

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P. O. New California  
Union Co., Ohio.  
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Revenue  
Stamp

W. E. Cooperider  
& John Cooperider.

On the back of said note are endorsements as follows:  
" For value received we assign the within note to  
" Henry Rocky & guarantee the payment on the same, waiving  
" demand & notice of non-payment.  
February 9<sup>th</sup>, 1874. M<sup>rs</sup> Donald & Co.

Pay Farmers Bank Marysville, Ohio, or order, for collection  
account of Exchange Bank, Wooster Ohio.  
There are no credits thereon.

There is due from the defendants to the plaintiff  
on said note the sum of Two hundred & twelve & 1/100  
dollars (\$212.<sup>00</sup>) which he claims with eight per cent  
interest per annum from the 3<sup>rd</sup> day of October 1873, & 1/4  
for which he asks judgment.

H. J. Stung,  
Attorney for Plaintiff

The State of Ohio,  
Union County ss

H. J. Stung, being sworn, says he is the  
attorney of the above named Henry Rocky duly authorized  
in the premises; that the said Henry Rocky is not  
a resident of the said County of Union. The above  
pleading is founded upon a written instrument for  
the payment of money only and is now in the  
possession of this affiant. And that the facts and  
allegations in the foregoing pleading of Henry Rocky  
are as the affiant believe true.

H. J. Stung.

Sworn to before me and signed in my presence  
this 27<sup>th</sup> day of April, A. D. 1889.

Seal

R. M<sup>rs</sup> Erory, Clerk.

Answer

5612 Afterward, on the 11<sup>th</sup> day of December, 1889, an  
Answer was filed with the Clerk of said Court.

Henry Rocky  
vs  
W. E. Cooperider &  
John Cooperider

Court of Common Pleas  
Union County Ohio.

The defendants now come and for answer  
to the petition of the plaintiff says:

I That they deny that  
that the plaintiff is the bona-fide owner and holder  
of said note in the petition described. And deny  
that he purchased the same before due.

III. For a second defense they say they executed said  
note to M<sup>rs</sup> Donald & Company of Wooster, Ohio, in the year

1873 for the sum of \$212.<sup>50</sup> with interest at 8% together with another note of same value which they have paid.

That at the time of executing said note they made a contract with said Mr. Donald & Co. as to a Clover Reeler for which said note was executed, which contract was in substance: That said Mr. Donald & Co warranted said Clover Reeler for the time of three years to do good work as such. And to be of good material, and that they would furnish all supplies necessary to make the same of good material, and keep the same in good repair during said three years.

Defendants say that said machine was not of good material but of so inferior a quality as to render said machine of little value to them. That said Mr. Donald & Co. failed, refused, and neglected to furnish the material as aforesaid, although frequently requested to do so by these defendants.

Wherefore defendants ask to recover their costs herein

W. W. Ayres,  
Atty. for Defs.

State of Ohio  
Union County ss

W. E. Cooperider, being first duly sworn, says he is one of the defendants above named. That the facts stated and allegations in the foregoing answer are as he believes true.

W. E. Cooperider

Sworn to before me and signed in my presence this 28<sup>th</sup> day of March, 1889.

Seal

R. M. Gray, Clerk.

Entry  
5612 Henry Rocky  
vs  
W. E. Cooperider et al

Journal 15, Page 229.

On motion the plaintiff has leave to plead to the answer of the defendants in 30 days from this time.

motion  
5612 Henry Rocky  
vs  
W. E. Cooperider &  
John Cooperider

Court of Common Pleas,  
Union County, Ohio.

The plaintiff, Henry Rocky now comes and moves that the Court order the paper writing filed by the defendants, in this action, as and an answer to the plaintiff amended petition be stricken from the files, and

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The plaintiff have judgment on said amended petition, as the said paper writing so filed as aforesaid is not an answer to said amended petition, and assigne the following grounds therefor to wit: The said paper writing so filed by said defendants as and for such answer, as aforesaid was drawn, signed and verified by one of the defendants in this action on the 28<sup>th</sup> day of March, A. D. 1889, and filed herein on the 11<sup>th</sup> day of December, A. D. 1889 thereafter

Whereas, a demurrer had been filed to the original petition, which was, by the judgment of this Court sustained and leave granted to the said plaintiff to file an amended petition which amended petition within the time so granted for the filing thereof, was duly filed to wit: on the 21<sup>st</sup> day of April, A. D. 1889, since which time no other or further answer has been filed save and except the paper drawn signed and verified on the 28<sup>th</sup> day of March as aforesaid, A. D. 1889.

John B. Coats  
Attorney for Plaintiff.

Demurrer

Afterward, on the 4<sup>th</sup> day of March, 1890, a demurrer was filed with the Clerk of said Court.

5612

Henry Rocky

vs

W. S. Cooperidar  
vs  
John Cooperidar

Court of Common Pleas  
Union County Ohio.

The plaintiff now come and for demurrer to the second cause of defense contained in the answer of said defendants to the plaintiff's petition says that the same does not state facts sufficient to constitute a defense to said action in said petition contained.

John B. Coats,

Attorney for Defendants

Entry

5612

Afterward, on the 4<sup>th</sup> day of March, 1890, an entry was made on the Journal by the Clerk of said Court.

Henry Rocky

vs

W. S. Cooperidar et al

Journal 15; Page 252.

This day this cause came on to be heard on the motion of the plaintiff to strike the defendants answer from the files, on consideration whereof said motion was overruled, and thereupon by leave of the Court the plaintiff filed a demurrer to the second cause of defense contained in the defendants answer, which thereupon came on to be heard and was argued by counsel. Whereupon it is considered and adjudged by the Court that said demurrer be and the same is sustained. Whereupon the defendant has leave to file amended answer in thirty days from this date.





Petition

5913

The said plaintiff says that on the 22<sup>nd</sup> day of February, 1888, the said C. B. Scott & Bro. J. W. Robinson executed and delivered their promissory note for five hundred dollars of that date to Margaret C. Scott payable to her order one year after date thereof with seven per cent. interest one year after said date which note is unpaid except one year interest and the same is past due. That said Margaret C. Scott on or about the 4<sup>th</sup> of June, 1889 then being the wife of the plaintiff endorsed said note to the plaintiff by endorsing her name on the back thereof and delivered the same to the plaintiff and in consideration of valuable services performed for her theretofore and love and affection duly assigned to plaintiff and transferred to him said note and thereby the same became and is the property of plaintiff and there is due him thereon from said makers the sum of five hundred dollars with seven per cent. interest from February 22<sup>nd</sup>, 1889 for which plaintiff prays judgment against them.

Plaintiff is unable to give a copy of said note, the same being out of his possession as hereinafter mentioned.

#### Second Cause of Action:

The plaintiff says the said Margaret C. Scott died the 10<sup>th</sup> day of November, 1889, and on or about the 10<sup>th</sup> day of November, 1889, said James Downing before he was duly qualified as executor of her will by deception obtained possession of said note in the manner following, to wit: The plaintiff told said Downing he had said note and that it had been assigned and delivered to him in the manner aforesaid and showed the same to said Downing to look at and as he, plaintiff, supposed to return it to the plaintiff but said Downing after looking at it put it in his pocket and refused to return it to plaintiff and said he would have to go to the Probate Judge to see about it, and though plaintiff has demanded of him said note he has refused and still refuses to return it to the plaintiff though he has no right to retain it from the plaintiff.

That afterwards said Downing was duly qualified as the executor of the will of Margaret C. Scott, deceased, by the Probate Court of Delaware County, Ohio, and is now executor of the same.

That on the 6<sup>th</sup> of January 1890, said Downing as said executor without right or interest in said note wrongfully obtained judgment on said note in the Court of Common Pleas of Franklin County, Ohio, for \$533 <sup>7</sup>/<sub>100</sub> debt and ----- \$ costs and caused a writ of execution to issue thereon to the Sheriff of Union County Ohio, against the

matters aforesaid by virtue of warrant of Attorney attached thereto without the knowledge or consent of plaintiff or either of said makers, but said warrant of Attorney did not authorize said executor to take said Judgment without notice or process on said makers. And the defendant Thomas Martin Sheriff of said County of Union holds said execution at the present time and he will if not prevented by injunction of this Court collect said Judgment and pay the same over to said Downing and thereby defraud the plaintiff and prevent him from receiving the benefit of said note which he claims to own as aforesaid. Therefore the plaintiff prays that the said makers of said note be restrained by injunction from paying said Judgment or said note to said Downing or to said Sheriff on said execution, and that said Downing be restrained in like manner from further proceedings to collect said Judgment and said Sheriff be restrained from further proceedings to collect said Judgment on said writ in his hands and on final hearing said Judgment be cancelled or set aside as fraudulent and void as to plaintiff the owner of the note, and said note decreed to be the property of the plaintiff and said Judgment held for nought and for further proper relief and said makers ordered to pay plaintiff said money due on said note.

J. W. Robinson <sup>240</sup>

J. Kipple, Atty for Pltff.

The State of Ohio  
Union County ss

James Scott, plaintiff, being duly sworn deposes and says the allegations of the foregoing petition are true.

James Scott.

Sworn to before me and signed in my presence this 8<sup>th</sup> day of January, 1890.

B. Piper, Probate Judge.

We hereby waive summons and notice on us and enter our appearance herein.

January 9<sup>th</sup>, 1890.

C. M. Scott <sup>240</sup> Bro

J. W. Robinson

Thomas Martin, Sheriff.

To the Clerk:

Issue Summons to Sheriff of Delaware County Ohio for James Downing, executor of the Will of Margaret C. Scott deceased and endorse: "Petition for Equitable Relief <sup>240</sup> for Interpretation & Injunction. Injunction allowed."

J. W. Robinson <sup>240</sup>

J. Kipple, Attorneys for Plaintiff.

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Injunction

C. M. Scott  
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Order of James Scott  
Injunction

vs  
O W Scott & Bro  
J. W. Robinson, James Downing  
Exec. of Thomas Martin, Sheriff

Before the Probate Judge

Motion for Temporary Injunction  
in the Court of Common Pleas  
Union County Ohio.

And now on this 8<sup>th</sup> day of January  
1890 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  
James Scott and the affidavit therein filed, and after  
hearing the argument of counsel, and being fully advised  
in the premises, it is considered and ordered that a  
temporary injunction be, and the same hereby is allowed  
in this case to restrain the said defendants the said  
makers of said note be restrained from paying said  
Judgment on said note to said Downing or to said  
Sheriff or said execution and that said Downing be  
restrained from further proceedings to collect said Judgment  
and said Sheriff be restrained from further proceedings  
to collect said Judgment on said writ in his hands  
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 indorsed  
Injunction allowed on said plaintiff giving an undertaking  
to the defendants, condition according to law with security  
to be accepted by the said Clerk of the Court of Common  
Pleas in the sum of \$100<sup>00</sup>.

Seal

Leonidas Piper,

Probate Judge.

Summons

Afterward, on the 9<sup>th</sup> day of January, 1890, a Summons  
was issued by the Clerk, indorsed as follows:

5913

The State of Ohio  
Union County ss

To the Sheriff of Delaware County.

You are hereby commanded to notify James  
Downing, Exec. of the Will of Margaret B. Scott (impleaded  
with others) that he has been sued by James Scott in  
the Court of Common Pleas of said Union County, and  
that unless he answer by the 8<sup>th</sup> day of February, 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 20<sup>th</sup> day of January, 1890.

Witness my hand and the seal of said

Court this 9<sup>th</sup> day of January, 1890.

R. W. Crory, Clerk.

Seal

Indorsed: "Action for Equitable Relief vs Interpleader vs Injunction"

Injunction allowed"

Afterward, on the 13<sup>th</sup> day of January, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	\$	30
Mileage	1	12
Copy		25
Wicket		50
Return		25
Postage		02
Total	2	44

The State of Ohio  
 Delaware County ss  
 Sheriff's Return.  
 Received this writ January 10<sup>th</sup> 1890, at 9 o'clock A.M. and pursuant to its command I did on the 11<sup>th</sup> day of January, 1890, serve the same upon the within named defendant James Downing by delivering to him a true copy of this Summons with all inclosures thereon.  
 William J. Davis, Sheriff

Answer  
 5913  
 James Scott  
 vs  
 Court of Common Pleas Union County Ohio

Embrett & Bro. et al  
 Now come Embrett & Bro. & J. W. Robinson defendants and for their answer to plaintiff's petition say they admit that they executed the note in the petition described and there is due thereon \$500<sup>00</sup> with seven per cent. interest from February, 22<sup>nd</sup>, 1889, C.M. Scott & Bro. being the principals on said note and J. W. Robinson being their surety thereon, but said defendants say they have heretofore been notified that a dispute existed between the plaintiff and said Executor of the will of Margaret E. Scott, deceased, as the said note each of them claiming to be the owner thereof and for that reason they have not paid the same but they say they are able, ready, & willing to pay said note in full and now offer to do so and bring the money into the Court to be disposed of by the order of this Court. The said defendants say the said plaintiff and said James Downing as Executor as aforesaid ought in equity and law to be required to interplead and litigate between themselves as to their respective rights as to said note and the judgment pretended to be rendered thereon without cost or expense to these defendants and therefore they pray Judgment of this Court that said plaintiff and said Scott be ordered to interplead between themselves as to which out of them shall be entitled to and receive the money due on said note and pretended Judgment.

State of Ohio  
 Union County ss  
 Robinson & Woodburn  
 Attorneys for Defendants  
 J. J. Scott, being duly sworn deposes and says the allegations of the foregoing answer are true as he believes.  
 J. J. Scott.

9<sup>th</sup> day of  
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Sworn to before me and signed in my presence this 9<sup>th</sup> day of January, 1890.

Seal

R. M. Cory, Clerk

motion  
5913  
Afterward, on the 24<sup>th</sup> day of January, 1890, a motion was filed with the Clerk of said Court.

James Scott  
vs

C. M. Scott & Bro  
J. W. Robinson  
James Downing Exec. &  
Thomas Martin, Sheriff.

In the Court of Common Pleas  
Delaware County, Ohio.

Now comes James Downing Executor, of the estate of Margaret C. Scott, deceased, and moves the Court to require the plaintiff to give security for costs in this case, for the reason that the plaintiff is a non-resident of the County of Union and now absent therefrom, and is and has been a resident of Delaware County Ohio.

And that in default of such security by a day to be fixed by the Court that said petition be stricken from the files and said case dismissed.

Jours & Leytle & J. S. Gill, Attys  
for James Downing Exec.

demurre  
5913  
Afterward, on the 24<sup>th</sup> day of January, 1890, a demurre was filed with the Clerk of said Court.

James Scott  
vs

C. M. Scott & Bro.,  
J. W. Robinson  
Downing Exec.  
Thomas Martin, Sheriff

In the Court of Common Pleas  
Union County Ohio.

Now comes the said defendant James Downing Exec. of the estate of Margaret C. Scott, deceased, and demurs to the petition of plaintiff, and for cause of demurre says:

- First. That the Court has no jurisdiction of the person of the defendants or the subject of this action.
- Second. That there is an improper joinder of causes of action.
- Third. That several causes of action against several of the defendants are improperly joined.
- Fourth. That the petition does not state facts sufficient to constitute a cause of action either in the first or second causes of action set forth therein.

Jours & Leytle &  
J. S. Gill, Attorneys for  
James Downing Exec. of  
Margaret C. Scott. decd.

Entry

Afterward, on the 14<sup>th</sup> day of March, 1890, an entry was made on the Journal by the Clerk of said Court.

5913

James Scott

vs

C. M. Scott & Bros. et al

Journal 15, Page 269

This day came on this cause to be heard on the demurrer of defendant James Downing, Exec. of the will of Margaret E. Scott, and the Court being fully advised in the premises doth overrule said demurrer at the costs of said Downing executor. To which ruling, finding and judgment of the Court in overruling said demurrer the defendant James Downing executor of Margaret E. Scott did at the time except. And leave is given to said defendant to file his answer herein, & cause continued

Answer

Afterward, on the 17<sup>th</sup> day of March, 1890, an answer was filed with the Clerk of said Court.

5913

James Scott

vs

C. M. Scott & Bro., James Downing Exec. of Margaret E. Scott, Decd. & Thomas Martin, Sheriff of Union County, Ohio

Court of Common Pleas Union County Ohio

Answer of James Downing Exec.

Now comes James Downing, executor of the last will and testament of Margaret E. Scott, deceased, and for his answer says that on the 14<sup>th</sup> day of November, A.D. 1889 he was duly appointed and qualified, and letters of administration were granted to him as executor of the estate of Margaret E. Scott by the Probate Court of Delaware County Ohio and that he immediately entered upon his duty as such executor and has been and still is acting as such executor. And he says he admits the execution of the note by C. M. Scott & Bro. & J. W. Robinson payable to the order of Margaret E. Scott or order as set out in plaintiff's first cause of action but he denies that the plaintiff James Scott is the owner or holder thereof. And he denies that said Margaret E. Scott as alleged in said first cause of action endorsed said note to the plaintiff by endorsing her name on the back thereof and delivering the same to the plaintiff. And he denies that said signature on the back of said note is the genuine signature of said Margaret E. Scott, and says that the same is false forged & fraudulent and was never authorized by her, and this defendant says said promissory note is the property of this defendant as such executor aforesaid & came into the possession of this defendant as such Exec. as part of the assets of the estate of said Margaret E. Scott, deceased after the death of said Margaret E. Scott which occurred on the

Affidavit

5913

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10<sup>th</sup> day of November, 1889, and the same is included in and is part of the inventory of the assets of said estate.

And this executor by the consideration and judgment of the Court of Common Pleas of Franklin County Ohio, on the 6<sup>th</sup> day of January, A.D. 1890 obtained judgment for \$533<sup>72</sup> debt and costs against said defendants on said note which judgment was duly and legally confessed by said defendants through their authorized attorney duly and legally authorized in the premises. And said judgment is wholly unpaid and remains in full force and unrevoked. And execution was duly caused to be issued on said judgment to the said Sheriff Thomas Martin of Union County Ohio. And this defendant denies each and every allegation in said petition set forth not herein expressly admitted to be true, and he prays that the said second cause of action may be dismissed and that upon the first cause of action he may have judgment against said plaintiff and for costs and that he may go hence without date: And that upon interpleader of the defendants that he may have judgment as executor as aforesaid against said defendants in the said \$533<sup>72</sup> the amount of his said judgment and for costs.

John S. Gill <sup>240</sup>

John S. Gill, Attorney for

James Downing executor of

Margaret E. Scott, deceased.

State of Ohio,  
Union County ss

James Downing, Exec. of the estate of Margaret E. Scott, deceased, defendant, being first duly sworn on his oath says the facts and allegations contained in his foregoing answer are true.

James Downing Exec.

Sworn to by said James Downing as executor, before me, and by him subscribed in my presence this 17<sup>th</sup> day of March, 1890.

R. M. Leroy Clerk.

By W. M. Winget Deputy

seal

Affidavit

5-913

Afterward, on the 20<sup>th</sup> day of June, 1890, Affidavit for a Continuance was filed with the Clerk of said Court James Scott

or  
O. M. Scott & Bro at al

Court of Common Pleas,  
Union County Ohio

State of Ohio,  
Union County ss

James Downing being sworn says he is one of the defendants in the above entitled case that one Stephen Curran of Morrow County Ohio is a

material and necessary witness for him in the above action without whose testimony and for want thereof he cannot safely proceed to the trial of the same, as he is advised by his counsel and verily believes. That the said Stephen Curren resides in Westfield Township Morrow County Ohio over ten miles from the home and place of residence of this affiant.

That he did not know of the materiality of the testimony of the said Stephen Curren or that he was a material or necessary witness for him in this case until Saturday the 21<sup>st</sup> day of June, A. D. 1890, and that he did not and could not inform his attorney of the fact until Monday the 23<sup>rd</sup> day of June, A. D. 1890, which was too late to procure the testimony of the said Curren so that the same could be used at the trial on this day.

That ever since the commencement of this action and from the time he was served with a summons herein he has been active and diligent in looking after his witnesses and procuring his proof for the trial of the same. But that he could not and did not with all due diligence learn or find out that the said Stephen Curren knew anything about this case or had any knowledge of the facts at issue herein until the date herein before stated.

That he has used due diligence in the preparation of his defense in this case and in his search for the witnesses to establish his said defense.

This affiant hopes and expects to procure the testimony of said Stephen Curren or to take his deposition to be used as evidence in the trial of this case before the next term of this Court to which time he asks that the same may be continued.

That this affidavit is not made for the purpose of delay merely but that substantial justice may be done

James Downing.

Sworn to before me and subscribed in my presence this 23<sup>rd</sup> day of June, 1890.

Seal

R. M. Crony, Clerk.

Amended

Answer

5913

Afterward, on the 25<sup>th</sup> day of June, 1890. Amended Answer was filed with the Clerk of Court.

James Scott

or

Or Scott & Bro. James Downing  
Exec. of Margaret S. Scott, Decd.  
vs Thomas Martin Sheriff of  
Union County Ohio.

Amended Answer of  
James Downing, Exec. of  
the last Will & Testament of  
Margaret S. Scott, Decd.

First Defense: Now come James Downing Exec.

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of the last will and testament of Margaret E. Scott deceased and having first obtained leave of the Court for his amended answer says: That on the 19<sup>th</sup> day of November, A. D. 1889, he was duly appointed and qualified and letters of administration were granted to him as executor of the estate of Margaret E. Scott deceased by the Probate Court of Delaware County Ohio, and that he immediately entered upon his duty as such executor, and has been and still is acting as such executor. And he says he admits the execution of the note by C. M. Scott & Bro., & J. W. Robinson payable to Margaret E. Scott as set out in plaintiff's first cause of action. But he denies that the plaintiff James Scott is the owner and holder thereof, and he denies that said Margaret E. Scott as alleged in said first cause of action endorsed said note to the plaintiff by endorsing her name on the back thereof and delivering the same to the plaintiff. And he denies that said signature on the back of said note is the genuine signature of said Margaret E. Scott and says that the same is false, forged and fraudulent, and was never authorized by her and this defendant says that said promissory note is the property of this defendant as such executor of Margaret E. Scott deceased, and the same came into the possession of this defendant as such executor aforesaid as part of the assets of the estate of said Margaret E. Scott deceased after her death and said note is included in and is part of the inventory of the assets of said estate.

This defendant says that he as such executor by the consideration and judgment of the Court of Common Pleas of Franklin County Ohio on the 6<sup>th</sup> day of January, 1890, recovered a judgment for \$533 <sup>70</sup>/<sub>100</sub> debt and costs against said defendants C. M. Scott & Bro. and J. W. Robinson on said note, which said judgment was duly and legally confessed by said defendants through their authorized attorney duly and legally authorized in the premises and said judgment is wholly unpaid and remains in full force and unreversed and execution was duly caused to be issued on said judgment to the said Thomas Martin, Sheriff of Union County Ohio, and this defendant denies each and every allegation in said petition set forth not herein expressly admitted to be true.

Second Defense: This defendant for a second defense to the petition of the said plaintiff says: That the said promissory note set forth in the first cause of action of the plaintiff's petition was the property of the said Margaret E. Scott. That through fear and duress <sup>240</sup>

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she was induced by the said James Scott to give the same to him. That the said Margaret B. Scott was a timid woman and was easily persuaded and could be induced through constant and untiring request to do at times things which she did not intend to do.

That from the time the said James Scott proposed marriage to her and even before he began to annoy her and to persuade her to give him her property and even before their marriage he persuaded her to deed to him the undivided one-half of 45 acres of land in Delaware County Ohio. That after their marriage he began to persuade her and to make her believe that her children and relatives (the rightful objects of her bounty) were against her and were mad at her. And he did induce her to keep away from them and not to visit them or the most of them, and did thereby persuade her not to have anything to do with them or some of them. This defendant says that in the Spring of 1889, and from that time up to the time of her death the said plaintiff began to persuade and to induce the said Margaret B. Scott to give him her property, and he was constantly and continuously trying to persuade her and to get others to persuade her to give him her property and he says that on the 4<sup>th</sup> day of June, A. D. 1889, the time when it is pretended that she gave said note to him she was suffering with cancer of the face and was in constant pain and trouble, and if she did go through the form of giving said note to him she did it only to get rid of his constant and persistent importunities in persuading her to give him her property. That she never did in fact give said note to him and only went through the form of giving to get rid of his constant and persistent persuasions in reference to said note.

Wherefore this defendant prays that he may go hence and recover his costs. That the second cause of action set forth in the petition of the plaintiff may be dismissed and that he may have judgment against the said plaintiff for his costs. And that he may recover judgment as such executor as aforesaid against said defendants O. M. Scott & Bro J. W. Robinson for the said sum of \$533 <sup>7/8</sup> the amount of his said judgment and for costs.

John S. Gill <sup>at</sup>

James <sup>at</sup> Lytle, Attorneys for James Downing, dec. of Margaret B. Scott, deceased.

State of Ohio,  
Union County ss.

James Downing being sworn says the facts

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Reply to  
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stated and allegations contained in his foregoing Amended Answer are true as he verily believes.

Sworn to before me and subscribed in my presence this 25<sup>th</sup> day of June. A. D. 1890.

James Downing.

R. M. Leroy, Clerk

By W. M. Winget, Deputy.

Reply to Amended Answer

Afterward, on the 25<sup>th</sup> day of June, 1890, a Reply was filed with the Clerk of said Court.

James Scott

vs

5913

Ormscott & Bro et al

Court of Common Pleas, Union County, Ohio

The said plaintiff for reply to the first defence of the amended answer of James Downing says he denies that the signature on the back of said note is false, forged & fraudulent and more authorized by said Margaret E. Scott and denies that said Downing as executor of her estate is the owner of said note.

Further plaintiff admits the said Margaret E. Scott was greatly afflicted with cancer in the face and suffered greatly therefrom. That she owned said note until she gave the same to plaintiff as alleged in his petition on the 4<sup>th</sup> day of June, 1889. That before their said marriage said Margaret E. Scott gave to plaintiff a deed for one-half of her 45-acre farm in Delaware County Ohio but she did the same of her own free will. But all the other allegations of said second defence in said Amended Answer are denied by the plaintiff and he says that so far as he at any time made any objections to any one signing his wife was when she suffering under her said disease wished him to do so and the same was done for her comfort and for no other reason whatever. Therefore he asks Judgment as he did in his petition.

Robinson & Woodburn

Attys. for Plff.

The State of Ohio  
Union County ss

James Scott, plaintiff, being duly sworn deposes and says he believes the allegations of the foregoing reply are true.

James Scott.

Sworn to before me and signed in my presence this 24<sup>th</sup> of June 1890.

Jas. M. Campbell,

Notary Public.

Entry

Afterward on the 25<sup>th</sup> day of June, 1890, an Entry was made on the Journal by the Clerk of said Court.

5913 James Scott

vs

O. M. Scott & Bro. et al

Journal 15, Page 353

This day came the parties by their attorneys also came the following named persons as Jurors, to wit:

- 1<sup>st</sup>. John Gosnell
- 2<sup>nd</sup>. Jacob Bowersmith
- 3<sup>rd</sup>. Butler A. Wood
- 4<sup>th</sup>. S. P. Trapp
- 5<sup>th</sup>. William Dougbratt
- 6<sup>th</sup>. Eli Gabriel
- 7<sup>th</sup>. James H. Myers
- 8<sup>th</sup>. Albert Gardner
- 9<sup>th</sup>. S. R. Berger
- 10<sup>th</sup>. Alf. Scott
- 11<sup>th</sup>. Daniel Anderson
- 12<sup>th</sup>. W. H. Robb

who were duly impaneled and sworn according to law and the hour of adjournment having arrived this cause was continued until 8-30 o'clock tomorrow morning to which time Court adjourned.

Entry

Afterward, on the 26<sup>th</sup> day of June, 1890, an Entry was made on the Journal by the Clerk of said Court

5913 James Scott

vs

O. M. Scott & Bro. et al

Journal 15, Page 359

This day came the parties by their attorneys also came the Jury heretofore impaneled herein, and this cause came on to be heard upon the pleadings and the evidence. And the said Jury having heard the evidence, 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 says: "We, the Jury, find that the plaintiff, James Scott is and at the time of the commencement of this suit was the owner of the note described in the petition.

John A. Gosnell, Foreman

Verdict

Motion

for

new

Trial

5913

Afterward, on the 27<sup>th</sup> day of June, 1890, a motion was filed with the Clerk of said Court.

James Scott

vs

O. M. Scott & Bro. et al

Union County Court of Common Pleas

Defendant moves for a new trial for the following reasons to wit:

First. The Verdict is against the weight of the evidence and the law.

Second. The Court erred in rejecting evidence offered by the defendant James Downing, Executor.

Third. The Court erred in charging the Jury.

Fourth. That the verdict of the Jury is not sustained by sufficient evidence.

Fifth. The verdict of the Jury is contrary to law.

Sixth. The verdict is not responsive to the questions submitted

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Sixth. The verdict does not dispose of the issues made  
in this case.

Seventh. The jury failed to assess in their verdict any  
amount of recovery.

Eighth. The said verdict is for the plaintiff whereas  
it should have been for the defendant James Downing  
Executor by the law of the land.

J. S. Gill <sup>240</sup>  
James <sup>240</sup> Byble, Atty.  
<sup>240</sup> Cole <sup>240</sup> Son.

Entry  
5913 Afterward, on the 10<sup>th</sup> day of July, 1890, an entry  
was made on the Journal by the Clerk of said Court.

James Scott

vs

C. M. Scott & Bro  
James Downing Exec. et al

Journal 15, Page 368

This day came on this cause to be  
heard on the motion for a new trial, whereupon the Court  
being fully advised in the premises and it appearing  
that said James Downing Exec. had demanded of the  
Court a trial by jury of the issue joined between the  
plaintiff and said Downing and the plaintiff not  
objecting thereto the Court submitted said issue to a  
jury and said verdict was duly rendered by said  
jury in the form directed by the Court, and now the  
Court finding no reason to set aside said verdict, doth  
overrule said motion for new trial and confirm said  
verdict, to which findings and ruling and judgment  
of the Court in overruling said motion the defendant  
James Downing as Executor of the estate of Margaret E.  
Scott deceased did at the time accept.

It is therefore considered and adjudged by the  
Court that said plaintiff recover from the said  
James Downing as Executor of said estate the costs  
herein expended taxed to \$.

And the Court further order and adjudge that  
the money amounting to \$533<sup>72</sup> and brought into  
Court by C. M. Scott & Bro. being the amount of said  
note be paid over to the plaintiff in satisfaction of  
said note.

And further that said Downing be enjoined from  
collecting said judgment mentioned in said petition  
tarru in Franklin County Court of Common Pleas and  
that said Sheriff Thomas Martin, be also enjoined from  
collecting said judgment on said execution. To which  
rendering of said judgment and decree by the Court on  
said verdict the said James Downing as Executor of the  
estate of Margaret E. Scott, deceased, did at the time accept.

And said James Downing as said Executor further accepts to said Court finding any amount due the plaintiff on said verdict. And also accepts to the Court rendering judgment on said verdict in favor of said plaintiff and against said defendant.

And thereupon the defendant James Downing as such Executor gave notice to the Court of his intention to appeal this case to the Circuit Court of said County of Union and the Court finds the said Downing has given his bond as such Executor in the County of Delaware State of Ohio, and is not required to give an undertaking in appeal to perfect his said appeal in this case.

And the same James Downing as such Executor gave further notice to the Court of his intention to file his Bill of Exceptions in this case and the Court order the Journals of this case to be kept open for 30 days after the rising of this term of Court for that purpose.

And the Court further order that the payment of the money in the hands of this Court to said plaintiff under this decree be staid until the full term term allowed by the Court to said James Downing as said Executor to perfect his appeal or to file his Bill of Exceptions.

Entry  
5913  
Afterward, on the 2<sup>nd</sup> day of August, 1890, an entry was made on the Journal by the Clerk of said Court.

James Scott

or  
O. M. Scott & Bro. <sup>and</sup>

James Downing Exec. et al

Journal 15, Page 378.  
Court of Common Pleas  
Union County Ohio.

Now comes the defendant James Downing as Executor of the estate of Margaret B. Scott, deceased, and presents to the Court his certain Bill of Exceptions herein which being found by the Court to be true, is allowed signed and sealed, and on motion is hereby made part of the record of this case.

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James Scott

vs

O. M. Scott & Bro, James Downing  
Exec. of the last Will & Testament  
of Margaret S. Scott, dec'd.,  
Thomas Martin, Sheriff of  
Union County Ohio.

Bill of Exceptions.

Be it remembered, that on the trial of this action  
at the May Term, 1890, of Court of Common Pleas of Union  
County Ohio, before the Honorable John A. Price, Judge, the  
plaintiff to maintain the issue on his part offered  
O. M. Scott as a witness who being sworn testified as follows:

I reside in Marysville, Ohio. I am a son of James  
Scott the plaintiff. He is living with me. He is sick  
and under the care of a physician, and is unable to  
appear in Court. I was present when the deposition  
of Christina Foust was taken in this case. The note  
here produced as Exhibit "B" is the same note shown  
to her when her deposition was taken.

And the plaintiff further to maintain the issue  
on his part offered in evidence the deposition of himself,  
which was read to the jury, accepts all the parts  
and portions thereof relating to acts done and conver-  
sations had about the note in suit occurring prior to  
the death of said Margaret S. Scott which said parts  
and portions thereof were accepted to by the said  
defendant James Downing Executor of said Margaret  
S. Scott, deceased at the time which exceptions were  
sustained by the Court. And said parts and  
portions thereof were not read in evidence which  
said deposition is hereto attached and made part  
hereof marked "Exhibit A".

And thereupon the plaintiff further to maintain  
the issue on his part offered in evidence the  
promissory note in suit in this action, which was  
read to the jury. A copy of which said  
promissory note is hereto attached and made part  
hereof, marked "Exhibit B".

And thereupon the plaintiff, further to maintain  
the issue on his part offered and read in evidence  
the deposition of Christina Foust and which is hereto  
attached and made part hereof marked "Exhibit C".  
And thereupon the plaintiff rested.

And the defendant James Downing Executor of  
the last Will & Testament of Margaret S. Scott to  
maintain the issue on his part offered in evidence  
the deposition of Louise A. Fraster, which was read, and

which is hereto attached and made part hereof marked "Exhibit D."

and said defendant Downing, Executor, further to maintain the issue on his part offered in evidence the deposition of John B. Roberts which was read and which is hereto attached and made part hereof marked "Exhibit E."

And said defendant Downing, Executor, further to maintain the issue on his part offered in evidence the deposition of Margaret Downing which was read, and which is hereto attached and made part hereof marked "Exhibit F."

And said defendant Downing, Executor, further to maintain the issue on his part offered in evidence the deposition of Louis A. Heaster, recalled, which was read and which is hereto attached and made part hereof marked "Exhibit G."

And said defendant Downing, Executor, further to maintain the issue on his part offered in evidence the deposition of Ellen Willey which was read, and which is hereto attached and made part hereof, marked "Exhibit H."

And said defendant Downing, Executor, further to maintain the issue on his part offered in evidence the deposition of Adeline Schuch which was read and which is hereto attached and made part hereof marked "Exhibit I."

And said defendant Downing, Executor further to maintain the issue on his part offered in evidence the deposition of Samuel Willey which was read and which is hereto attached and made part hereof marked "Exhibit J."

And the defendant Downing, Executor, further to maintain the issue on his part offered in evidence the depositions of Mary B. Downing which was read except such parts and portions thereof as relates to admission and conversation of the decedent Margaret B. Scott about or concerning her ownership or interest in or control of the note in suit in the absence of her husband the said plaintiff James Scott, which said parts and portions thereof were excepted to at the time by said plaintiffs and which exceptions thereto were sustained by the Court.



And such parts and portions thereof were not read in evidence to which ruling and judgment of the Court in sustaining said exceptions to said evidence the defendant Downing as executor did at the time except and which deposition is hereto attached and made part hereof marked "Exhibit D."

And the said defendant James Downing, executor, further to maintain the issue on his part offered in evidence the deposition of Margaret M. Downing which was read, except such parts and portions thereof as relates to admissions and conversations of the decedent Margaret E. Scott about or concerning her ownership or interest in or control of the note in suit in the absence of her husband the said plaintiff James Scott, which said parts and portions thereof were accepted to at the time by said plaintiff, and which exceptions thereto were sustained by the Court, and such parts and portions thereof were not read in evidence. To which ruling and judgment of the Court in sustaining said exceptions to said evidence the defendant Downing as executor did at the time except, and which said deposition is hereto attached and made part hereof marked "Exhibit E."

And said defendant Downing executor further to maintain the issue on his part offered in evidence the deposition of V. H. Gosline M.D. which was read except such parts and portions thereof as relates to admissions and conversations of the decedent Margaret E. Scott about or concerning her ownership or interest in or control of the note in suit in the absence of her husband the said plaintiff James Scott which said parts and portions thereof were accepted to at the time by said plaintiff and which exceptions thereto were sustained by the Court, and such parts and portions thereof were not read in evidence. To which ruling and judgment of the Court in sustaining said exceptions to said evidence the defendant Downing as executor did at the time except. And which said deposition is hereto attached and made part hereof marked "Exhibit M."

And said defendant Downing executor further to maintain the issue on his part offered in evidence the deposition of Charles Ashbrook which was read and which is hereto attached and made part hereof marked "Exhibit N."

And said defendant Downing, executor, to maintain the issue on his part offered in evidence the deposition of Esther A. Ashbrook which was read and which is hereto attached and made a part hereof marked "Exhibit C."

And said defendant Downing, executor, further to maintain the issue on his part offered in evidence the deposition of Samuel Wapner which was read <sup>and</sup> which is hereto attached and made a part hereof marked "Exhibit P."

And said defendant Downing, executor to maintain the issue on his part offered in evidence the deposition of Elizabeth A. Wapner which was read and which is hereto attached and made a part hereof marked "Exhibit Q."

And said defendant Downing, executor further to maintain the issue on his part offered in evidence the deposition of Junnie M. Warst which was read and which is hereto attached and made a part hereof marked "Exhibit R."

And said defendant Downing, executor, further to maintain the issue on his part offered in evidence the Affidavit of the defendant James Downing executor filed in this case for continuance of this case at the present term thereof setting forth what he expected to prove by one Stephen Curran of Morrow County Ohio, which Affidavit was admitted by the plaintiff and accepted by him in open court as being the facts that said Curran would testify to if present in court, and the same was admitted by the court as his evidence in this case. And the same was read and which affidavit of testimony is hereto attached and made a part hereof marked "Exhibit S."

And said defendant Downing, executor further to maintain the issue on his part offered himself as a witness <sup>to</sup> who being first duly sworn testifies as follows:

I am the executor of the last Will & Testament of Margaret S. Scott, deceased, appointed by the Probate Court of Delaware County Ohio.

I reside in Delaware County. The decedent died in Delaware County on the 10<sup>th</sup> day of November, 1889 at her home in Delaware County. They were married a little over two years. He lived with her on her farm after they married. I visited Mother after they married

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several times they came over to my house. I lived about two miles from them. I heard after they were married that she deeded half of her farm to Scott before they were married. She had 40 acres of land.

I never talked with Scott about the deed before she died. After mother died I went to Scott and told him I was made executor by the will. I asked for mother's papers. He took some notes out his pocket book and handed them to me one at a time. He handed me the note on Scott Brothers. I looked at it. He said mother gave that note to him. I saw mother's name on it. I asked him how mother's name got on the note. He said she put it there. I said mother couldn't write. I said I would have to keep it. He said it was his and he could prove mother gave it to him by Christina Faust. I said he would have to prove it then. He got mad and wanted me to give it back to him. I told him I couldn't do it. I told him he would have to go to the Probate Court. I did not snatch the note from Scott - there was no grab game. I kept the note.

He had the note with the other notes in his pocket book and took them all out of the pocket book at once. I got a judgment on the note against the Scott Brothers in Franklin Common Pleas.

Mr. Scott sued me for the note in Delaware County and withdrew his suit.

#### Cross Examination

I have with me a certified copy of letters of Administration and copy of will. My witness produced said paper. And the plaintiff offered the same in evidence which certified copy of letters of Administration of the said will and testament of the said Margaret B. Scott deceased, and certified copy of said will issued by the Probate Court of Delaware County Ohio to said James Downing is hereto attached and made a part of the evidence in this case, marked "Exhibit F".

And further testifying witness said there was no grab game about the note. I did not snatch it from Scott. He handed it to me, and I looked at it, and kept it. Scott wanted me to give it back to him. I did not do it. He seemed angry about it.

I was there to serve notices on the heirs of the Probate of the will. I suppose I was not executor of the will yet. They heard it in the Probate afterward and I was appointed executor.

And thereupon the defendant James Downing as executor rested his case.

And the plaintiff to maintain the issue on his part offered in rebuttal O. M. Scott as a witness who being duly sworn testified as follows:

I was at the funeral of Mrs. Scott. None of my brothers were there. Father introduced me to the undertaker at the vault just as the people were going away and after the body had been placed in the vault. I thought there was nothing strange about it.

It was a Mr. Powell who was the undertaker. Father seemed to be nervous - all broken up.

And thereupon the plaintiff rested.

And the aforesaid is all the evidence offered in the case by both plaintiff and the said defendant James Downing as executor of the said will and Testament of said Margaret O. Scott, deceased.

And thereupon at the close of the testimony and after the conclusion of the argument of the respective counsel the Court gave its charge to the jury.

Whereupon the jury retired for deliberation and returned their verdict for the plaintiff as appears of record in the cause. And the said defendant James Downing executor filed a motion to set aside the said verdict and for a new trial, and the same was argued by counsel and submitted to the Court, which upon consideration overruled the same and entered judgment upon said verdict as also appears of record.

And the said defendant James Downing as executor thereupon accepted to the overruling of said motion and also accepted to the Court rendering a judgment on said verdict, and also accepted to the Court rendering a judgment on said verdict in favor of said plaintiff and against this defendant, and presented this his Bill of Exceptions and prayed that the same be allowed, signed, sealed and made part of the record, which is accordingly done this 1<sup>st</sup> day of August, 1890.

seal

John A. Price, Judge of  
Common Pleas Court.

The above is acceptable to me.

J. W. Robinson.

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"A." Notice to take depositions  
 James Scott  
 vs  
 O. M. Scott & Bro et al | State of Ohio, Union County.  
 Court of Common Pleas. N<sup>o</sup> 5913.

The defendant James Downing will take notice that on Friday the 20<sup>th</sup> day of June A. D. 1890 the plaintiff above named will take the deposition of himself and sundry witnesses, to be used as evidence on the trial of the above cause, at the residence of O. M. Scott in Marysville in the County of Union State of Ohio, 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 June 17<sup>th</sup>, 1890.

Robinson & Woodburn  
 J. Kipple, Atty. for Plff.

June, 18<sup>th</sup>, 1890. Service of the above notice is acknowledged.

Jones & Bylle  
 J. S. Gill, Atty. for Def.

Exhibit  
 "A"

Depositions of sundry witnesses taken before me J. H. Sinkade, a Notary Public, within and for the County of Union, State of Ohio, in a cause pending in the Court of Common Pleas of Union County, Ohio N<sup>o</sup> 5913 wherein James Scott is plaintiff & O. M. Scott & Bro. et al. are defendants, to be read as evidence in behalf of the plaintiff on the trial of the aforesaid cause. Taken pursuant to amended notice and at time and place specified therein.

Present. Hon. J. W. Robinson & R. L. Woodburn on behalf of the plaintiff, & Jas. R. Bylle on behalf of the defendants.

James Scott of lawful age being by our first duty sworn, as hereinafter certified, deposes and says as follows:

Ques. 1<sup>st</sup>. State your name, age, occupation and place of residence.

Ans. My name is James Scott, I am 86 years of age, and my place of residence is Marysville, Union County, Ohio.

Ques. 2<sup>nd</sup>. State when your wife Margaret S. Scott died.

Ans. 2<sup>nd</sup>. Died on the 10<sup>th</sup> day of November last.

Ques. 3<sup>rd</sup>. State in whose possession the \$500<sup>00</sup> note (used in this action) was at the time she died.

Objected to by Defendants Attorney: The defendant James Downing, executor of the last Will & Testament of Margaret S. Scott, deceased, objects to any testimony being given by the plaintiff in this case, as to any communications made or acts done by either James Scott or Margaret S. Scott

unless in the presence of a third person competent to be a witness in this case. Said Defendant further objects to any testimony being given by the plaintiff herein on the grounds that he is the executor of the deceased person Margaret B. Scott and is also a legatee under her will. Said objection referring to any transaction had or act done prior to the decease of said Margaret B. Scott.

Ans 3<sup>d</sup>. In my possession.

Ques 4<sup>d</sup>. In whose possession was this note from the time of her death to the time James Downing got it from you.

Ans. It was in my possession.

Ques 5<sup>d</sup>. State how James Downing got this note from you.

Objection (Objected to by Defendants)

Ans. Will be came there and represented himself to be the executor or Administrator of his mother's estate and said that they told him that he could go on now with the business of settling the estate. I thought it was my duty as the husband to give up everything that I knew. I give up the other notes that I knew was there, and told him (after I had done that) I took this note out of my pocket book and told him that there was a note that his mother had give me. I thought it was my duty to tell him the condition of this note, and took it out of my pocket book and held it in my hand, till it become kind of a half grab game as I called it. He took it out of my hand and would not give it up. Said I would have to come down the day the Will was probated and prove it.

Ques 6<sup>d</sup>. State what note that was that he took and would not give back. (Objected to by Defendants)

Objection

Ans. This \$500<sup>00</sup> note that is in suit.

Ques 7<sup>d</sup>. State if you told him how she came to give it to you. (Objected to by Defendants)

Objection

Ans. No, I did not tell him that, nothing about that.

Ques 8<sup>d</sup>. Did you at another time tell him how her name was written on the note (Objected to by Defendants)

Ans. I did. I told Jim Downing how it was written on it.

Ques 9<sup>d</sup>. What did you tell him as to how her name was written on the note (Objected to by Defendants on ground that the acts or conversation that occurred between himself and wife prior to her decease is not admissable in evidence)

Objection

Ans. I told Downing, that she told me that she wanted to give me that note and she told me that she would put her name on it and then I could hold it at her death.

Ques 10<sup>d</sup>. What I mean is what did you tell him as to how

Objection

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Objection



Objection. It was written! (Objected to by Defendants).

Ans. I told him that she said you can direct my hand while I hold the pen and put my name on it.

Qurs. 11". What did Downing reply when you told him this?

Ans. I don't remember.

Qurs. 12". State if you had a conversation with Samuel Wappra about this note in Delaware Ohio, and whether in that conversation you told him that you did not know how her name was written on the note?

Ans. I have no recollection of having any conversation with him at all.

Qurs. 13". Did you say to him then or at any time that you did not know how her name was written on the note?

Ans. I never did.

Qurs. 14". Did you say to him that you would give him \$100<sup>00</sup> or any sum if he would not say anything about it.

Ans. Not a thing of the kind ever in my life.

Qurs. 15". Did your wife ever in your presence say to her. Gosline that she had a \$500<sup>00</sup> note at Marysville on the Scott Boys.

Ans. No recollection of such a thing at all.

Qurs. 16". Did you ever ask the Dr. to ask her to give you more property.

Ans. No recollection of any such thing of the world.

Qurs. 17". Did you have a conversation with Charles Ashbrook a day or two before your wife's death or at any time in which you said this \$500<sup>00</sup> note belongs to the old lady?

Ans. I never to my knowledge had any conversation of any consequence with Charles Ashbrook. I never told him this note belonged to the old lady. There was a time when it did belong to her.

Qurs. 18". Did you hear your wife say to Mary Downing at your house or any where that the Scott Boys owed her enough money to buy her a buggy.

Ans. No recollection of any such language in the world.

There might have been a time when I would have said that, times was different from what they was.

Qurs. 19". Are you hard of hearing?

Ans. Not quite as bright as common.

Qurs. 20". Did you hear your wife talking to Mary Downing on the porch when you and James Downing were standing by the fence, at your house talking, and hear her say anything about this note.

Ans. I think not Sir.

Objection. Qurs. 21". Did you hear your wife say to Margaret Downing any time after she gave you the note that she had a \$500<sup>00</sup> note on the Scott Boys. (Objected to on the grounds

that they question assurances that the note had been given by Mrs. Scott to the plaintiff, and on the further grounds that the question is incompetent and the matter about which the plaintiff cannot testify.)

Ans. I have no recollection of any thing of the kind at all.

Ques. 23<sup>rd</sup>. Did your wife after June, 1887 say to anyone in your presence to your knowledge, that she had a note or any note on the Scott Boys. (Objected to by defendants)

Ans. Not to my knowledge.

Cross Examination by Mr. Dyer

Ques 1<sup>st</sup>. When were you married to Margaret Downing?

Ans. I guess the 25 day of September, 1887

Ques 2<sup>nd</sup>. Where were you married?

Ans. In Squire Kipple's office in Delaware.

Ques 3<sup>rd</sup>. Who was present?

Ans. Upon my soul I cannot think now of any body but the preacher Rev. Hawn Pastor of the Presbyterian Church there.

Ques 4<sup>th</sup>. How long had you been acquainted with Mrs. Downing prior to your marriage?

Ans. Well I would have to study a little, a thing I had not thought about. I think it must have been a year or more according to my best recollection.

Ques 5<sup>th</sup>. How often had you visited her previous to the marriage?

Ans. Quite a number of times.

Ques 6<sup>th</sup>. Did you and Mrs. Downing talk over the amount of your property previous to your marriage?

Ans. I don't think we ever did definitely as to the amount. I understood that she owned 45 acres of land there. She said she wanted to marry if she could marry a man to suit her. I told her that it was a man's duty to support a wife if he married her, under all ordinary circumstances, I told her that taking all these circumstances into consideration, I was too old a man to marry a woman that had nothing as I was too old a man to support her, wasn't able to support her, if she would give me a deed for the undivided  $\frac{1}{2}$  of her 45 acres of land to have and to hold forever, provided I out lived her, that with her consent I would marry her. She told me then and there that she wasn't going to give her children anything except her son Jim. I asked her what she was going to do with her property. She said she was going to give it to the Church if she did not change her notion.

Ques 7<sup>th</sup>. Did Mrs. Scott prior to your marriage tell you what

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Ans. Not to my recollection she did not.

Ques. 8<sup>th</sup>. When you told her that with her consent that if she would deed you half of her farm you would marry her, what did she say?

Ans. I think she said to call again and I will consider it.

Ques. 9<sup>th</sup>. How soon did you call and what did she then say to you?

Ans. I can not tell how soon or how long, I called after a while I can't say when. But she told me she would do it.

Ques. 10<sup>th</sup>. Did she deed you the  $\frac{1}{2}$  of the 45 acres of land?

Ans. She did the undivided  $\frac{1}{2}$  unless I am terribly mistaken.

Ques. 11<sup>th</sup>. Was that before or after your marriage?

Ans. Before.

Ques. 12<sup>th</sup>. How long before?

Ans. Well 2 or 3 hours.

Ques. 13<sup>th</sup>. Did you put the deed on record before the marriage ceremony was performed?

Ans. No I had it at home a great while I can't tell how long.

Ques. 14<sup>th</sup>. Did you ask her to give you any portion of her chattel property prior to the marriage?

Ans. No Sir.

Ques. 15<sup>th</sup>. Did you after the marriage?

Ans. I did not.

Ques. 16<sup>th</sup>. You and your wife never told her children about the deed until long after it had been made and delivered, did you?

Ans. I don't have any direct knowledge about that whether she did or not, we took no particular pains to tell them, she seemed to be kind of out with all of them and we held little or no communication with them. They knew there was such a thing.

Ques. 17<sup>th</sup>. How did they know it? Did you ever communicate that fact to them or did your wife say anything to them or any of them in your presence?

Ans. I don't know about that, directly how they knew it, but it was pretty generally talked about. I don't know as we took any pains to tell them.

Ques. 18<sup>th</sup>. Who did you ever hear say anything about it?

Ans. I guess we might have told some of the neighbors about it. I understood that they ransacked the house to find the deed and I am told, I can prove it and that they had orders to burn it. She looked upon her children as her enemies to some extent and they thought she was a very wicked

woman, one or more of them told me so.

Ques 19<sup>th</sup> Up until the time of your marriage with her she was friendly with all of her children, was she not?

Ans. I think not, did not talk that way to me.

Ques 20<sup>th</sup> Had they not all visited with her and she with them, up till your marriage with her?

Ans. No, Sir.

Ques 21<sup>st</sup> Which one did not?

Ans. Well, these two in town, that name her daughter up the river above here did not come nigh the house till a short time before she died.

Ques 22<sup>nd</sup> You have stated in your examination in chief that the note in controversy in this case was in your possession at the time of the death of your wife where did you keep it?

Ans. I kept it in my pocket-book.

Ques 23<sup>rd</sup> How long did you have the note in your pocket-book prior to the death of your wife?

Ans. I put it in my pocket-book the day she gave it to me the 4<sup>th</sup> day of June. Q. 24<sup>th</sup> The note was a note given by O. M. Scott & Bro. to J. W. Robinson to Margaret E. Scott, and was payable to her order, was it not?

Ans. I believe so.

Ques 25<sup>th</sup> Is it not a fact that Mrs. Scott could not write her name?

Ans. It is said so.

Ques 26<sup>th</sup> When the note first came into your possession was her name written on the back?

Ans. No Sir, it was not, I took it in Marysville.

Ques 27<sup>th</sup> You say you took the note in Marysville. Did you have it in your possession from that time until you claim it was given to you on June 4<sup>th</sup>?

Ans. Oh No, I brought it home and give it to my wife.

Ques 28<sup>th</sup> When was her name written on the back of it? and by whom?

Ans. Some time about a month after the Assessor was around here; anyhow it was some time late in the Spring. She said I could direct her hand and I could write it, and I done it.

Ques 29<sup>th</sup> Who was present at the time it was done?

Ans. I don't know whether there was anybody at the time or not.

Ques 30<sup>th</sup> You may give the date as near as you can now recall it?

Ans. Some time in May I think. It is my best recollection it was in May.

Ques 31<sup>st</sup> Where was it done?

Ans. In the house at home; my wife's house.

Ques 32<sup>nd</sup> Can you upon reflection state which room you were in

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Ans. I could not tell that.

Ques. 33" Where did your wife keep the note?

Ans. She kept all of her notes in a drawer of the old sewing machine there in the east room.

Ques. 34" Who got the note out of the drawer?

Ans. I think I did. She told me to get the note that Christine was here now and we would have that fixed.

Ques. 35" Was Christine as you call her present at the time you say you took her hand and wrote her name on the back of the note?

Ans. No, Sir.

Ques. 36" Who was present?

Ans. I can't think. It strikes me there was some one body, but I can't think for the life of me.

Ques. 37" Did you write her name on the back of the note on the same day that Christine was there.

Ans. No, it was done before that.

Ques. 38" Is it not a fact Mr. Scott that you went down to Margaret Downings on the day that you wrote your wife's name on the back of this note to get Christine Faust to come up to your house to witness your wife's signature?

Ans. Never went there to get Christine to come to the house, never in the world.

Ques. 39" Who got the note and the pen and ink or pencil with which her name was indorsed on the back of the note.

Ans. Don't know, it appears to me there was a pen about the house. I can't tell who got it.

Ques. 40" Did your wife get it?

Ans. I can't tell that.

Ques. 41" When did you first tell James Downing the Executor, that you held this note?

Ans. I can't tell when.

Ques. 42" Where did you get the other notes when the executor called on you and you showed him this note?

Ans. I got them just where she kept them in this drawer in this sewing machine.

Ques. 43" Where did you get this note when you gave the exec. the other notes?

Ans. I had it in my pocket.

Ques. 44" Why did you not have Christine Faust present to witness your writing your wife's name on the back of the note.

Ans. Hadn't her, did not think it necessary to have a witness.

Ques. 45" Did your wife and you talk the matter over

and conclude that it was not necessary to have a witness present? (Objected to by Plff's Atty R. L. Woodburn)

Ans. No such talk between us at all that I remember of.

Ques. 46" Did you and your wife talk the matter over and conclude that it was necessary to have a witness present at the time you claim the note was given to you? (Objected to by Plff's Atty. R. L. W.)

Ans. No, we had no such conversation as I remember of.

Ques. 47" Why was it done in the presence of Christine Faust?

Ans. Well I will tell you how it was done, on this 4<sup>th</sup> day of June, she says to me: "Pap' says she, Christine is here now and we will fix that note up". She told me before that she would give me that note and she said she would put her name on it and then I could hold it at her death. I told her that it would not hold unless she gave it to me in the presence of a witness.

Gas. Scott.

Ques 48". Why did you think it was necessary to have a witness to the giving of the note and not to the writing of her name on the back?

Ans. I don't understand.

And thereupon owing to the witness' exhausted and weak condition an adjournment was had (by agreement) until tomorrow, Saturday morning June 21<sup>st</sup>, 1890 at 10 A. M.

June 21<sup>st</sup>, 1890, 10 o'clock A. M. Met pursuant to adjournment, same persons present as on yesterday and resumed taking of Deposition of James Scott.

Mr. Lytle for Defendants, continuing his Cross-Examination, as follows: Answer to 48<sup>th</sup> Question.

Ans. I was told it was necessary.

Ques. 49" Who told you that it was necessary?

Ans. A lawyer. Lawyer Hipple told me that it was necessary to have a witness to the gift.

Ques. 50" Did you ask Mr. Hipple as to whether it was necessary for you to have a witness as to your writing her name on the back of the note?

Ans. No, I did not.

Ques. 51" How did you come to ask him about the giving of the note?

Ans. I wanted to know.

Ques 52". Did you think there would likely be any trouble about the note when you went to see Mr. Hipple.

Ans. I did not Sir.

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Ques. 53". Did you see Mr. Kipple before or after you had written your wife's name on the back of the note?

Ans. I can't remember all these things, I suppose it was after, I don't know.

Ques. 54". Had you consulted Mr. Kipple about this matter previous to the time you say your wife proposed to give you the note?

Ans. I can't tell, can't remember.

Ques. 55". Did your wife go with you when you went to consult Mr. Kipple about it?

Ans. No, Sir.

Ques. 56". Did she know that you had gone to consult a lawyer on the subject?

Ans. I don't know whether she did or not. I know that she was in consonance with me about that note and desired me to have it, and approved anything to secure me in it. I would tell the whole story about it if I was allowed to.

Ques. 57". You may state the whole proceedings if you desire.

Ans. Well she told me that she wanted to give me that note and that she would put her name on it and then I could hold it at her death. I asked her how, and there was something said about she could not write or something, and she said you can put the pen in my hand and I will hold it, and at her request I done it and guided her hand and put her name there.

Well we put the note away for the time being and I don't know how long it was, some days maybe a week or two, and I saw Kipple and told him what was done, he said it would not hold it that I would have to have a witness that she gave me that note or that there must be a witness to it. I came home and told her. I did not know what she would do. The first thing I knew about a witness she went down to Margaret Downing and wanted her to come up, and she said that she was too high a relation told her she had better get John Phistris' wife, at this time knew nothing about it did not know she had been at it at all. She said no she would not have John Phistris' wife, she said she would tell, I suppose she came home, I don't know any other thing, that is a supposition though, a pretty clear one.

I don't know how long the interval was can't tell any thing about it how long it could have been, so one day Christine Faust came there, and she said now Pap we will have that note fixed while she is here.

you get the note and bring it out, and I brought it out and handed it to my wife. The thing was explained there who the note was on so that it was supposed to be perfectly understood, and she says to Christina, now I give this note to my husband.

My wife then took the note in her hand and handed it to me and says now you take the note and take care of it. I took the note and put it in my pocket book and that was about the end of it. then there.

Ques. 58" When you went to see Mr. Hipple to consult him about this matter did you tell him that you had written your wife's name on the back of the note and that there was no witness to it?

Ans. I don't recollect whether I did or not I can't mind these circumstances.

Ques. 59". Why did you and your wife not call Christina Faust to be a witness to your wife's signature being written on the back of the note.

Ans. I can't tell Sir. I suppose she thought her name written there was enough, but that is only a supposition of mine.

Ques. 60" Did you think that her name on the back of the note was sufficient until you had consulted Mr. Hipple about it?

Ans. Well I hardly know. I don't what my wife requested and thought I would be satisfied with as near as I can tell.

Ques. 61" Were you present when you say your wife went down to Margaret Downings to get her to be a witness?

Ans. No did not know she had been there at that time.

Ques. 62" How did you find out that she had been there?

Ans. Well find out things, I suppose she told some body.

Ques. 63" Did your wife tell you that she had been there.

Ans. I don't mind whether she did or not.

Ques. 64" When did you first tell James Downing or any of your wife's children that you had the \$500" note given by your sons to her and that you claimed to be the owner of it.

Ans. I think it was the first time he came there as administrator.

Ques. 65" Did he ask you for that note.

Ans. I think not.

Ques. 66" How did you come to take it out of your pocket book and show it to him.

Ans. Well I thought it was my duty to explain to him the nature of it as he was the administrator. I thought

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I explained as near as I could yesterday how we got that note.

Ques. 67" You may explain it again, your explanation given yesterday was not very definite.

Ans. I took the note of my pocket book. I said Jim there is a note that I claim as mine, that my wife gave to me, and I forgot the words I used but I don't think he got it in a gentlemanly way told him at the same time that I could prove it and he said I would have to bring it down the day the will was probated and have it proved.

Ques. 68" You have not explained yet Mr. Scott just how Mr. Downing got the note into his possession, please explain that.

Ans. I had it in my hand and after stating the circumstances of the note he reached out and took it I asked him to give it back and he would not do it.

Ques. 69" Did he grab the note out of your hand or did he take it and look at it and then refuse to return it to you.

Ans. Well it was kind of, well I don't know as I should say any more than that I don't think he got it in a gentlemanly manner, may be he thought he did.

Ques. 70" Did you hear any conversation between your wife and Dr. Gosling in referrence to his treating her and the expense.

Ans. Never did.

Jas. Scott.

The State of Ohio  
Union County ss

I, John B. Siskadee, a Notary Public, in and for the County and State aforesaid, duly commissioned and qualified, do hereby certify that the above named witness James Scott, was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, and that the deposition by him subscribed as above set forth, was reduced to writing by me, and also, so written in the presence of the witness aforesaid, and was subscribed by the said witness in my presence, and was taken at the time and place in the annexed notice specified, and adjourned from day to day as above stated.

I do further certify, that I am not Counsel Attorney, or relative of either party, or otherwise interested in the result of this suit.

In witness whereof, I have hereto set my hand and seal of office, this 21<sup>st</sup> day of June, A. D. 1890.  
J. B. Siskadee, Notary Public

seal

Cost Bill Writing deposition & certificate at 10 per 100 words \$4.70  
Swearing witness .04

June 21<sup>st</sup>, 1890, Received of O. M. Scott for Plaintiff \$4.74 in full of my fees as above specified.

J. H. Sinkade, Notary Public.

Exhibit  
"C"

depositions of sundry witnesses, taken before me, B. S. Trishwater, a Notary Public, within and for the County of Delaware in the State of Ohio, by consent and agreement of parties on the 28<sup>th</sup> day of May, 1890, at the residence of Margaret Downing, <sup>Troy, Delaware Co. O.</sup> to be read in evidence on behalf of the plaintiff, in an action pending in the Court of Common Pleas of Union County, Ohio, in which James Scott is plaintiff & O. M. Scott & Bro. et al are defendant; Jackson Bipple being present on behalf of plaintiff, and Jours<sup>2d</sup> & Dyer & J. S. Gill on behalf of defendant.

Christina Faust, of lawful age, being by me first duly cautioned and sworn, deposes and says as follows:  
Ques 1<sup>st</sup> What is your name, age, and where is your residence?

Ans. Christina Faust, aged sixty-four, reside in Troy Township, Delaware County, Ohio.

Ques 2<sup>nd</sup> Were you acquainted with Margaret Scott, whose name was formerly Downing, and who was the wife of James Scott, the plaintiff in this case, and if so how long did you know her?

Ans. Yes. I've been acquainted as much as twenty five years, if not longer.

Ques 3<sup>rd</sup> About how near did you live to her residence for the last four or five years.

Ans. Adjoining farms. You can see the house.

Ques 4<sup>th</sup> Were you present at her house on any occasion when any transaction took place in reference to a note.

Ans. Yes.

Ques 5<sup>th</sup> State when that was.

Ans. The 4<sup>th</sup> day of June, 1889.

Ques 6<sup>th</sup> Now please state all that took place at that time in reference to the note.

Ans. I went up there, she told Mr. Scott there, that Christina is here, you go and get that note. She brought it and handed it to her, and then she handed it to him she said, I give this note you, she said to me, you see that my name is on that note. She said: now you put that note away where you got it, or take care of it. I will not be positive which, but it was one or the other.

Ques 7<sup>th</sup> What was the amount of the note?

Ans. She said it was for Five hundred dollars.

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Ques. 8" State whether or not she said anything about who gave the note.

Ans. She said it was on Scott Boyz

Ques. 9" When she said you see my name is on the note, did you examine the note to see whether her name was on the note?

Ans. Well, I could not see the letters plain. I had on glasses that I could not see close by, but there was writing on the back of the note.

Ques. 10". Describe as near as you can how the writing looked on the note.

Ans. It was written length-wise, not very fine, with different colored ink, a kind of purple ink.

Ques. 11" Was that the writing that she referred to as being her name, or not? (Ques. objected to see part of Defendants counsel)

Ans. I think it was.

Ques. 12" Do you think you would know the note if you should see it now?

Ans. I think I would

Ques. 13" Look at the paper shown you and state whether or not that is the note that was shown you by Mrs Scott? at the time she handed it to Mr. Scott?

Ans. I think it is. It looks like it. I think it is the note.

Ques. 14" State whether or not that name Margaret Scott on this paper shown you was on there at the time it was delivered to Mr. Scott.

Ans. That writing was on there when it was handed to him.

Ques. 15". Had you had any previous talk with Mrs. Scott why she wanted to give this note to Mr. Scott? (Objected to by Defendants counsel as leading)

Ans. No.

Cross-Examination

Ques. 1" What relation are you, if any to Mrs. Margaret Scott, deceased.

Ans. Not any.

Ques. 2" What relation are you to Mr. Scott, the plaintiff.

Ans. Not any.

Ques. 3" How did you come to go to Mrs Scott's on the fourth of June, 1889.

Ans. Went to see her because she was sick.

Ques. 4". Where was she when you first went there.

Ans. She was in the kitchen smoking, sitting by the stove.

Ques. 5" You say she was sick? What was the matter with her.

Ans. I very supposed it was cancer on the face.

Ques 6" When had you been there last previous to the 4<sup>th</sup> day of June, 1889?

Ans. I think I was there the day before, but do not recollect. There was not many days that I missed. I would run in some time during the course of the day or evening.

Ques 7" Had Mrs. Scott been sick for a long time before the 4<sup>th</sup> of June, 1889?

Ans. I can't recollect recollect how long she had been bad. She had been sick quite a long while, poorly. I know that they went to the doctor at Gardington in the early Spring and had doctored a long time before that.

Ques 8" Was the Doctor there on that day?

Ans. No. Not while I was there.

Ques 9" Who was there besides yourself, Mrs. Scott & Mr. Scott.

Ans. No one.

Ques 10" Who was doing Mrs. Scott's work at that time?

Ans. Just what the neighbors went and done, and what she and Mr. Scott did themselves.

Ques 11" You may state as near as you can, Mrs. Scott's condition physically, on the day you were there, the 4<sup>th</sup> of June. (Objected to by Plaintiff's Counsel)

Objection

Ans. She seemed kind of pert for her. She seemed to talk as usual, and seemed to feel in good cheer.

Ques 12" How soon after you went there did she tell her husband to get the note?

Ans. I do not think it was a half hour, not more than that at any rate.

Ques 13" Was Mr. Scott the plaintiff in the house at the time you went there?

Ans. I think he was.

Ques 14" What was he doing?

Ans. He was not doing anything.

Ques 15" What conversation had you with Mrs. Scott on that day prior to the time she told her husband to go and get the note.

Ans. She was talking about her face and the condition of her sickness.

Objection

Ques 16" You may now describe as near as you can the appearance of her face, and her sickness. (Objected to by Plaintiff)

Ans. That is hard to describe. It was terrible, bad.

Ques 17" Was she at that time able to walk about the house and do her work?

Ans. She was able to walk around and do a little.

Ques 18" How did she begin the conversation in reference

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Ans. She says Christina is here Scott, you go and get that note. He went and got the note and brought it in the kitchen and handed it to her. She says here's that note, I will give it to you. She said put it away where you got it, or put it away and take care of it. I do not know which it was she said.

Ques. 19" Is that the first that was said about the note?

Ans. Yes.

Ques. 20" Did you know when you went there that there was to be any transaction in reference to a note?

Ans. No.

Ques. 21" Had she ever told you before that time anything about this note?

Ans. No.

Ques. 22" Did you not think it strange that she should say to her husband to go and get that note, that you were there, when there had been no previous conversation in reference to it?

Ans. I didn't think anything about it, for I supposed they had been talking it over. I had not thought anything about it.

Ques. 23" What did Mr. Scott say when she handed the note to him?

Ans. He did not say anything, I don't think.

Ques. 24" Did he not thank her or express to her in some way his gratitude?

Ans. I don't think he did, I don't recollect it.

Ques. 25" How did he appear after he had received the note?

Ans. He put the note away, and came back and appeared just as usual, just as he always had appeared before.

Ques. 26" Did he not, in some way by his appearance or words express at least some satisfaction after having received the note?

Ans. Not that I noticed.

Ques. 27" Did he neither smile, or laugh, or express any joy?

Ans. Not to my recollection, I did not notice, I was talking with her.

Ques. What did you and she talk about after this transaction?

Ans. I asked her if she did not want her kitchen swept, and she said she would like to have it swept if it was not too much trouble. I do not recollect what we were talking about while I was showing around for but, I do not recollect what it was about,

she was a woman that was full of talk when she was able to talk.

Ques. 29" Where was Scott after this transaction?

Ans. He came back in the kitchen and was there a little while and then went out. I do not know what he does.

Ques. 30" Did she say anything more about the note on that day?

Ans. She never said any more that day, nor on other day. She told me that day not to tell any one that she had given it to him. That was right away when she gave it to him.

Ques. 31" Did she tell you why she did not want you to tell any one that she had given the note to Mr. Scott?

Ans. She said she did not want the children to know she had given it to him.

Ques. 32" Do you know to whom she referred when she said the children.

Ans. No, she did not name any one.

Ques. 33" Did she and Mr. Scott have any children by their marriage.

Ans. No.

Ques. 34" Did she say why she did not want the children to know that she had given him the note?

Ans. I don't recollect that she did.

Ques. 35" What else did she say in reference to that matter?

Ans. I don't recollect that she said anything.

Ques. 36" Did Mr. Scott tell you not to say anything to her children about it.

Ans. No.

Ques. 37" Did you ever have any conversation in reference to the matter with Mr. Scott.

Ans. No.

Ques. 38" Did you have any conversation with Mr. Scott after the death of Mrs. Scott in reference to this matter?

Ans. Nothing more, than, that he came here in the winter and said he thought they would have a hearing on that note.

Ques. 39" Did you tell him at that time what you knew about it?

Ans. No. He did not ask me.

Ques. 40" Did you ever tell him what you could testify to in reference to this transaction?

Ans. No.

Ques. 41" Have you ever had any conversation with him since the death of the old lady Mrs. Scott on this subject?

Ans. No. Not nothing more than he asked me out,

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if I would know the note, and I told him I thought I would. I don't recollect of anything else.

Ques. 42" How do you fix the date, on which this transaction took place?

Ans. Well, I just kept it in my mind. I just noticed it and kept it in my mind, can't tell why either. I suppose it was because she called my attention to the matter and asked me to be a witness.

Ques. 43" Did you set down the date?

Ans. I did not.

Ques. 44" What day of the week was it on?

Ans. I can't tell you that.

Ques. 45" Was it on Sunday?

Ans. No, it was not on Sunday. I think it was the fore part of the week, but can't be certain.

Ques. 46" Did you expect there would be a law suit about the note at that time?

Ans. I did not think anything about it, only to keep that in my mind.

Ques. 47" Were you there on the day preceding this transaction?

Ans. I can't tell you, there was not many days but what I was there during the day, there was not many days that I missed. Some days did not stay very long, and some days remained quite a little bit doing her chores. I do not recall that I was there the evening before. Not in the day time, as she had gone to Gardington that day to see the Doctor. I went up in the evening to see how she had stood her trip.

Ques. 48" How long before her death had she and Mr. Scott been married?

Ans. Very near two years, about that time.

Ques. 49" How old was she at the time of her marriage to Mr. Scott?

Ans. I don't know. I didn't know her age.

Ques. 50" Which was the elder of the two?

Ans. I think Mr. Scott.

Objection Ques. 51" What amount of property did she have at the time of her intermarriage with Mr. Scott?  
(Objected to by Plaintiff's Counsel)

Ans. I can't tell you that.

Ques. 52" Did she own any land at the time of their marriage?

Ans. Yes, about 45 acres I think.

Objection Ques. 53" She gave him a deed for one-half of the land, did she not? (Objected to by Plaintiff's Counsel)

Ans. She never told me that, I don't know that.

Ques. 54" Did Scott ever tell you that she had given him

a deed for our half of the land?

Ans. I heard him say that he had a deed for half of the land.

Ques. 55" When and where did Scott tell you that?

Ans. He was here when he told it. I don't recollect just what time. It was after her death though.

Ques. 56" How did Mr. Scott come to tell you that?

Ans. I don't know. He was talking about their affairs and said that he had a deed for half of the land. He did not direct it to me. He was telling the family, and I heard him say it.

Ques. 57" Did he say anything about this note at the time you heard him speak of the land?

Ans. No.

Ques. 58" How often have you seen and talked with Mr. Scott since the death of his wife?

Ans. I could not tell you that. He has been here a good deal, and I could not tell.

Ques. 59" Mr. Scott has been to your house at least once a month, has he not since the death of his wife?

Ans. Yes.

Ques. 60" Who did he come to see, and what was his business?

Ans. He came here because he was a neighbor, and when he lived up here, he would say he was hours out and would come and sit a while and go again. He had no particular business and did not come to see any one in particular.

Ques. 61" Is it not a fact that Mr. Scott lives in Union County with his sons or one of them?

Ans. Yes. He says he lives there.

Ques. 62" How long after the death of his wife was it, when he went to Union County to live?

Ans. He didn't go there to stay until towards Spring. He would go there and stay a while, and then come back and stay a day or two at his home.

Ques. 63" Who kept house for him after the death of his wife, up to the time he went to Union County?

Ans. There wasn't any one. He had his grand-son there a while. After his grand-son went home he kept house there by himself. He got his baking done. Mrs. Fraster done some baking for him, and we did some for him, and sometime he would buy some thing in town.

Ques. 64" Is it not a fact Miss Faust that Mr. Scott has been paying particular attention to you since the death of his wife?

Ans. No, Sir.

Ques. 65" Is it not a fact that he has called on you at

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Ans. Yes. He has called here several times and had some work done. He has mending done and pair of pants made here, and some washing done once.

Ques. 66" You and Mr. Scott are on friendly terms now, are you not?

Ans. As far as I know we are.

Ques. 67" Has he ever said anything to you in reference to your intermarriage with him?

Ans. No, Sir.

Ques. 68" In the event that he should gain this suit do you expect to derive any benefit from it?

Ans. I expect to get my fees as a witness, I never expected anything else.

Ques. 69" Has he ever said anything to you about your pay for testifying in this case.

Ans. No.

Ques. 70" Have you ever seen the note you state was given by Mrs. Scott to the plaintiff in this case since the day she handed it to him at her house.

Ans. Yes. I was there one day and he had the note in his hand. This was in the room where she laid while she was living. He spoke to me, and said, that is that note, and he said to me, would you know the note if you should see it again. He had the note doubled up in his hand, but I did not look at it. He did not open it, and I did not look at it.

Ques. 71" Who was present at that time?

Ans. There was not anyone. The old lady laid on the bed at that time.

Ques. 72" Had she asked him to get the note?

Ans. No. She did not pay any attention to it, nor did not say anything, that I noticed.

Ques. 73" Was she aware at that time?

Ans. I think she was.

Ques. 74" Where did Scott get the note?

Ans. Well I do not know whether he got it off the table or not, he was standing by the table when I went in -- or where he got it from.

Ques. 75" Do you know how he came to ask you at that time whether you would know the note if you should see it?

Ans. I don't know what the object was. Nothing about it.

Ques. 76" How long was that before the death of Mrs. Scott.

Ans. Well, I don't recollect how long, it was quite a

little while though.

Ques. 77. How long was it after she had given him the note in your presence?

Ans. I can't recollect. It might have been two months, it might have been longer, or it might not have been that long. I don't recollect the time.

Objection Ques. 78. Had there been any talk at that time, that a law suit might grow out of the transaction?  
(Objected to by Plaintiff's Counsel)

Ans. Not that ever I heard of.

Ques. 79. Did you not think it a little strange that Scott should ask you, whether you would know the note if you should see it when there had been no talk to your knowledge, that there would likely be trouble about it?

Ans. I did not think anything about it. I just thought he thought of the note and showed it to me, and I did not think anything about it.

Ques. 80. Had you and Scott been talking about it, that day before he got it.

Ans. No.

Ques. 81. Had you seen the note from that time up until today?

Ans. No.

Ques. 82. On the 4<sup>th</sup> of June, 1889 when you say Mrs. Scott gave the note to him, did you have it in your hands and examine it.

Ans. I didn't. I never had the note in my hands until today.

Ques. 83. How do you know then, that this note that you have seen today and examined is the same note which you say Mrs. Scott gave to the Plaintiff?

Ans. The old man had the note in his hand, and I was sitting down, then he handed the note to me and I looked at it. I could not see closely with the glasses, and he held the note before me, and I could see that it was a note, and she said to me then, you see that's my name on the back of the note. Then he turned the note over and I looked at the writing, at the name there. Then she said that was her name on that note. I saw it was course writing, different colored ink, lengthwise of the note, and I would have known it had I seen it a hundred miles from here.

Ques. 84. You would have known the note without your spectacles or would you?

Ans. No. I can see with the glasses away better than if it was close to me. If I had not had glasses on I could not have seen it at all, I could not have told

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Ques. 85. Did you see Mrs. Scott write her name on the back of the note?

Ans. I didn't, there was no writing done that day while I was there.

objection Ques. 86. Is this name on the back of this note in her hand writing? (Objected to by Plaintiff's Counsel)

Ans. I don't know anything about that.

Ques. 87. Did you read the name Margaret S. Scott on the 4<sup>th</sup> day of June, 1889, at the time you say it was given to the plaintiff?

Ans. I could not see to read the name plain. But she said that was her name on the note.

Ques. 88. Could you see to read what was on the face of the note?

Ans. No.

Ques. 89. How do you know then that this is the same note?

Ans. It looks like it. The name on the other side too, as far as I could see.

Ques. 90. Did you ever see Mrs. Scott write?

Ans. I didn't.

Ques. 91. Do you know whether she could write her name?

Ans. I don't.

Ques. 92. Did she ever tell you whether she could write or not?

Ans. No.

Ques. 93. Had you ever had any conversation with Mrs. Scott previous to the time you say she gave the note to her husband in reference to this note.

Ans. No.

Ques. 94. You say you saw Mrs. Scott on the evening previous to the day you claim she gave this note to her husband. And that she had been to Gardington to see the doctor. Do you know what was the matter with her, and how long she had been sick previous to that time.

Ans. Well I don't know. They called it cancer of the face, and I don't know how long she had been going to that doctor there.

Ques. 95. Do you know whether Mr. Scott had been treating her previous to that time?

Ans. I don't. She had been taking blood medicine she said.

Ques. 96. Had she ever taken medicine from Scott to rub on the outside where the cancer was?

Ans. She said she had.

Ques. 97. Did she tell you what that medicine was and

how it had affected her.

Ans. I don't know as I can tell. She thought at first it helped her. If she ever told me, I don't recollect what it was.

Ques 98<sup>th</sup>. Who prescribed the Blood medicine <sup>and</sup> what was it?

Ans. I don't know. She had different kinds of Patent medicine which she had been taking as Blood medicine.

Ques. 99<sup>th</sup> Did she ever say anything to you, that Scott was asking her for money, and trying to get her to make over her property to him, and that she was not going to give him any more. That she was sorry she had given him a deed for part of the land. (Objected to by Plaintiff's Counsel)

Ans. No.

Objection Ques. 100<sup>th</sup> Did she ever say anything to you about that? (Objected to by Plaintiff's Counsel)

Ans. No.

Ques. 101<sup>th</sup>. Did she ever say anything to you about having given him any property, except this note?

Objection (Objected to by Plaintiff)

Ans. I don't recollect that she did.

Objection Ques. 102<sup>th</sup> Did she not complain to you at our time that Scott had taken about \$50<sup>th</sup> of her money, and that she did not want him to have it? (Objected to by plaintiff).

Ans. No, she didn't.

Objection Ques. 103<sup>th</sup> Did she ever say anything to you at any time about his taking any of her money and using it? (Objected to by Plaintiff)

Ans. No, she never said anything about it. - only what she had given him to use.

Objection Ques. 104<sup>th</sup>. What did she say about that? (Objected to by Plaintiff).

Ans. She said they found fault with his using her money, and he could not get things and medicine they needed without money. She said they she had to have medicine and their living.

Ques. 105<sup>th</sup> Did she tell you whom she meant by they?

Ans. No, she didn't.

Ques. 106<sup>th</sup> Are you single or married?

Ans. Single.

Re-examination

Ques. 1<sup>st</sup> Have you on the same spectacles now which you had on the 4<sup>th</sup> day of June, 1889?

Ans. Yes.

Ques. 2<sup>nd</sup>. Now look at the note that has been shown you and is now shown you and say whether or not it is

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the same note that was shown you on the 4<sup>th</sup> day of June, 1889 when it was delivered by Mrs. Scott to Mr. Scott.

Ans. I think it is. I think it is more soiled.

Ques. 3<sup>rd</sup> You have been asked in the Cross-Examination whether Mrs. Scott gave any reason why she did not want the children to know about her giving the note to Mr. Scott. Will you now state what was the state of feeling existing between Mrs. Scott and her children, was it friendly or otherwise?

Ans. It was not friendly with the most of them. She was not friendly with Ash-Brooks, and I do not know whether she was unfriendly to Maria Curtis. I never heard her say anything unfriendly towards her. Mrs. Rhinard never came to see her until her last day. Jane Warst came to see her once or twice in her last sickness. Elizabeth Whipple never came to see her at all. Harry Downing came to see. She never felt very good towards him. James Downing and his family came and did all they could for her. She always spoke well of him.

Ques. 4<sup>th</sup>. Her 2<sup>nd</sup> time that Scott showed you the note at their house was what he said about it in hearing of his wife Mrs. Scott?

Ans. Yes.

Ques. 5<sup>th</sup> In your Cross-Examination you speak of Mr. Scott hand the note to you, on the 4<sup>th</sup> day of June to look at, and then he held it up before you and turned the note over. Did you mean to say that you took the note in your own hands?

Ans. No, I didn't take it in my own hands. He was standing by the side of me.

#### Re-Cross-Examined

Ques. 1<sup>st</sup> When was the first time you ever heard Mrs. Scott say anything about being unfriendly to her children? Was it before or after her marriage with Scott?

Ans. Before and after too.

Ques. 2<sup>nd</sup> Did she ever say anything to you against her daughter Mrs. Ashbrook?

Ans. Yes.

Ques. 3<sup>rd</sup> Was she friendly or unfriendly to her daughter Mrs. Ashbrook?

Ans. She was not friendly.

Ques. 4<sup>th</sup> How was it as to her daughter Mrs. Rimmer?

Ans. They were not friendly.

Ques. 5<sup>th</sup>. How was it between them when she called

to see her, friendly or unfriendly?

Ans. I was not there when she called the first time, but she told me that Harriet Reimer had been to see her. She was friendly when they came there to see her.

Ques. 6" Did Mrs. Scott use the words, that she was friendly when they came to see her, or are those your words?

Ans. Those are my words. I saw her when she came to see her afterwards and she was friendly to her.

Ques. 7" Are you acquainted with Jane Warst?

Ans. Yes. Not much since she was married.

Ques. 8" Do you not know that she has been a sickly woman for many years, almost an invalid and rarely is able to leave her house?

Ans. Yes, ever since she was 7 years old.

Ques. 9" During all this time did not Mrs. Warst and Mrs. Drappin reside in the County of Delaware six miles distant from their sick mother?

Ans. Yes.

Ques. 10" Did Mrs. Scott ever speak to you in an unfriendly manner about her daughter Jane Warst or in any way speak or indicate that she was unfriendly towards her.

Ans. Yes. I have heard her speak that way.

Ques. 11" Before or after her marriage with Scott?

Ans. Before and after too.

Ques. 12" You say Mrs. Drappin her daughter did not call on her while she was sick. Do you not know that she is an invalid and has been for many years, and not able to leave her house and has not been for 10 years last past?

Ans. I have heard so.

Ques. 13" Will you now use the same glasses you had on, on the 4<sup>th</sup> day of June, A.D. 1889 and read the note that was shown you by plaintiffs counsel to-day, and let the Notary copy the same as you read it.

Ans. I can't read it with the glasses. The note was handed before me in this manner and then she says, "It's on Scotts Boys", then he turned the note over, and she said you see that's my name on there.

Ques. 14". You say he turned the note over. Did Mr. Scott have it in his hand at that time?

Ans. Yes.

Ques. 15". Will you take this note and use the same glasses you used June 4<sup>th</sup>, 1889 and read to the Notary what is on the back of this note?

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Ans. I can see Margaret S. Scott and that is as far as I can make out on the back of that note.

Ques 16<sup>th</sup>. Did you know at that time that there was indorsement on the back of that note of money paid?

Ans. No.

Ques 17<sup>th</sup> Then on the 4<sup>th</sup> of June, 1889, you did not and could not read one word of the note, did you?

Ans. No. I just saw her name that was all I could make out with these glasses.

Attest: Christina <sup>her</sup> Faust  
B. F. Freshwater  
Louisa A. Kraster

The taking of the depositions in the above entitled case by consent of the parties hereto is continued until the 31<sup>st</sup> day of May, 1890, and by consent also the place of further testimony has been adjourned to the office of B. F. Freshwater, Delaware Ohio, where the taking of further testimony will be begun at 9 o'clock A. M. on Saturday morning May 31<sup>st</sup> 1890  
Jours & Doyle, Atty.

The State of Ohio,  
Delaware County ss

I, B. F. Freshwater, a Notary Public, in and for the County and State above named, duly commissioned and qualified, do hereby certify that the above named Christina Faust was by me first severally sworn to testify the truth the whole truth and nothing but the truth, and that the deposition by her subscribed as above set forth, was reduced to writing by me, and was subscribed by the said witness respectively, in my presence, and was taken at the time and place specified by consent of parties hereto, and that I am not Counsel, Attorney or relative of either party, or otherwise interested in the result of this suit.

In testimony whereof, I have hereunto set my hand and official seal this 28<sup>th</sup> day of May, 1890.

B. F. Freshwater,  
Notary Public  
for Delaware Co., Ohio.

Cost Bill - Writing & certifying deposition at 10 per 100 words	\$ 8.00
Swearing witness	.04
Postage & other expense	\$ 8.18
Witness fee to Christina Faust	.75
<b>Total</b>	<b>\$ 8.93</b>

Received of James Scott the sum of \$8.93 in full of my fee as above specified. The witness were paid their fee by Plaintiff.  
B. F. Freshwater, Notary Public D. Co. O.

Exhibit  
'10.'

Exposition of sundry witness, taken before me,  
B. F. Freshwater a Notary Public within and for the  
County of Delaware in the State of Ohio by consent of  
parties to this action at the office of B. F. Freshwater  
Delaware Ohio on the 31<sup>st</sup> day of May, 1890 to be read in  
advance on behalf of the defendants in an action  
pending in the Court of Common Pleas of Union  
County Ohio in which James Scott is plaintiff and  
O. M. Scott et al are defendants, Jackson Ripple being  
present on behalf of plaintiff, and Jours<sup>2</sup> & Lytle<sup>2</sup> & Gill  
on behalf of defendant.

Douise Fraster, of lawful age, being by me first  
duly cautioned and sworn, deposes and says as follows:

Ques. 1<sup>st</sup> State your name, age and place of residence?

Ans. Douise Fraster, aged 29, Troy Township, Delaware  
County, Ohio.

Ques. 2<sup>nd</sup> Are you acquainted with James Scott and Mrs  
James Scott before her decease? If so how long have  
you known each of them?

Ans. Yes, Sir. A little over seven months. I have  
known Scott longer, but I know her a little over  
seven months.

Ques. 3<sup>rd</sup> How near to Mr. Scott did you reside in the  
summer of 1889?

Ans. We live on a piece of the old farm, Mrs Scott's  
farm.

Ques. 4<sup>th</sup> Were you ever at the residence of Mrs. Scott  
during her last sickness? If so how frequently from  
the Spring of 1889 to her death?

Ans. I averaged about four days in a week.

Ques. 5<sup>th</sup> Did you assist in taking care of her any  
part of that time? If so state to what extent.

Ans. Well, I sat up with her several nights, but  
I do not remember ever giving her but one powder.  
No other medicine.

Ques. 6<sup>th</sup> Did you assist in the work in and about the  
house? Were you there at a considerable part of a  
day during that time?

Ans. Yes, Sir. Some days I was there all day. I  
washed and ironed for her several times, and I did  
some white-washing for her and helped to clean house.

Ques. 7<sup>th</sup> Were you ever present and hear a conversation  
between Mrs. Scott and her husband James Scott  
about her money affairs? If so state what you heard.  
(Objected to by Plaintiff's Counsel)

Ans. Never but once. She claimed he had taken twenty  
dollars but afterwards acknowledged she had given  
him ten dollars, and he acknowledged that he had  
taken the other ten without asking. He gave her

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back out ten dollar bill and what remained of the other but I do not remember how much.

Ques 8". How did this conversation come up between and who were present other than themselves, beside yourself?

Obj. Ans. I had gone there to take a lady home that was working for them. Mrs. Scott kept her money in a sewing machine drawer. She opened the drawer and took out her pocket book opened it to get the money and she called this old lady a very hard name, and said that she had stolen twenty dollars. And she also said that she had taken out of her pocket books, and I told her not to blame it on me. Then she said no. Then she called this old lady the same name again, and said she had stolen it. She then told me to call Scott and I did so. Nobody heard this part of the conversation but myself.

(The above answer objected to by Plaintiff's Counsel)

Obj. Ques 9". Did Mr. Scott come to where his wife was when you called him? And if so what was said about this money by Scott or Mrs. Scott or either of them in your presence? State fully.

(Question objected to by plaintiff's counsel)

Ans. Yes Sir. He came directly, but I can't repeat the conversation as it was, but she asked him if he had her pocket book. He said yes. Then she said he had taken \$20". He said no, that she had given him ten, and that he had only taken ten. She said that if he ever touched any more of her money that she would leave him.

Mr. Scott said mother you got the benefit of that money, and he told me that he would never touch no more of her money, if he wanted any his boys would furnish. I do not recollect of any more.

Ques 10". Was Mrs. Scott present when Mr. Scott told you he would not touch any more of her money?

Ans. I think not.

Ques 11" What was the appearance of Mrs. Scott and her manner when she had the conversation you have related with her husband about the money, as to being out of humor, or otherwise?

Ans. Well, she was mad, else she would not have called the old lady such names as she did. She was worked up to quite a pitch before he came in, and she was still mad when she was talking to him.

Ques 12". Where was this conversation, fix the date as near as you can.

Ans. August 13<sup>th</sup>, 1889, I think.

Ques. 13<sup>th</sup>. Who was this lady, on that day you had your to Scott's to take home, and where does she now reside, if you know.

Ans. Mrs. Priest. I think she is an inmate of the Infirmary of this County.

Objection Ques. 14<sup>th</sup> Did you ever hear Mrs. Scott at any other time talking about her money, or property with reference to her husband getting any of it? If so state what she said about it. (Objected to by Plaintiff's Counsel)

Ans. No.

Objection Ques. 15<sup>th</sup>. Did you ever have any conversation with Mr. Scott before or after the death of his wife, or hear him in conversation with any other person in your presence, say anything about what money or property he had received from her? If so state fully what he said. (Ques. Objected to by Plff Counsel)

Ans. Well, I can't state fully. I have heard him say since she died, that she had deeded half of the land to him, and I have heard this old note story until I am sick of it. I don't recollect that I ever heard him say anything about the will.

Ques. 16<sup>th</sup> Did Mr. Scott talk to you about this note before the death of his wife?

Ans. No.

Ques. 17<sup>th</sup> How soon after her death?

Ans. I do not recollect.

Ques. 18<sup>th</sup> Was it before his wife was placed in the vault?

Ans. I do not know.

Ques. 19<sup>th</sup> Did he ever show you the note, or to any one in your presence?

Ans. No.

Ques. 20<sup>th</sup> State as near as you can how soon after her death it was you first heard Mr. Scott talk about the note?

Ans. Well I can't do that.

Ques. 21<sup>st</sup> In any of these conversations did he say he had the note?

Ans. I think he said he had the note when she died, and that he handed it to Mr. James Downing saying that it was his own - that is Mr. James Scott's and that he could prove it.

Objection Ques. 22<sup>nd</sup> Did Mr. Scott at any time before the death of his wife say anything to you, or complain that his wife had not given him enough of her property? or any conversation to that effect? If so state what he said, and where it was? (Objected to by Plaintiff's Counsel as leading, incompetent and irrelevant.)

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Ans. No sir. He did not.

Ques 23<sup>d</sup>. Did Mr. Scott when he told you his wife had deeded him one-half of her land, say why it was done? If so state what he said.

(Ques. Objected to by Plaintiffs Counsel)

Ans. I don't recollect that anything was said in that respect.

Ques. 24<sup>th</sup> Did he ever at any time?

Ans. No sir, he never said why she had deeded it to him.

Ques. 25<sup>th</sup> You may state what was the condition of Mrs. Scott from early in the Spring, 1889, as to her health, up to the time of her death? What her disease was, if you know and how it affected her so far as you noticed?

Ans. Well she was very strong up until about the 18<sup>th</sup> day of August, 1889. Then the sore got to eating so at that time that she gradually became weaker until she died. I could not see that it affected her in any way, only it made her weak. I heard Dr. Gosling say that it was an ulcerous tumor.

Ques. 26<sup>th</sup> Was the disease known and talked about by herself and her physician, as a cancer?

Ans. She thought it was that, but I never heard the Doctor say so.

Ques. 27<sup>th</sup> What part of her body was affected?

Ans. It was one of her cheeks, but I do not remember which one. I saw it enough.

Ques 28<sup>th</sup> How large a sore was it in the Spring of 1889 and to what extent had it eaten of the face in the forepart of the summer, say in May?

Ans. I do not recollect how large it was when we moved there, but in May it was not a very great sore.

Ques. 29<sup>th</sup> What knowledge have you as to whether Mrs. Scott was able to write and read hand-writing?

Ans. I have no knowledge what ever. I know nothing about it.

#### Cross Examination

Ques. 1<sup>st</sup> At the time that Mrs. Scott and Mr. Scott had the conversation in your presence, did he not state to her when she called him in, that he had taken the \$20<sup>00</sup> and that he had ten of it yet, and a part of the ten she had authorized him to use?

Ans. Yes sir. He did, but not until after she asked him, if he had it.

Ques 2<sup>nd</sup> Did he not then hand her the ten dollars, and also the balance of the other ten that had not been spent?

Ans. Yes Sir. He did.

Ques. 3" And did she not then and there say that she had authorized him to spend the ten dollars?

Ans. Yes Sir, she acknowledged that she had given him ten dollars.

Ques. 4" Was there anything said in that conversation by either one of them that the money he had taken was a twenty dollar bill and that he had to get it changed?

Ans. Not that I remember of

Ques. 5" Was not Mrs. Scott a very strong minded and positive kind of woman, a woman that had her own way about things?

Ans. In my opinion she was.

Ques. 6" When Mr. Scott talked to you about the note, did he not claim that Mrs. Scott had given him the note, and that his wife always said, that she did not intend that her children should have any of her property unless it was her son James Downing?

Ans. Yes.

Objection Ques. 7" In that conversation did he not state that he had only given the note to James Downing to look at, and that he refused to return it, saying that he would have to see the Probate Judge about it (Objected to by Defendants Counsel)

Ans. Yes, as to the first part of the question but I do not recollect what he said Mr. Downing said about it

Ques. 8" Did Mrs. Scott ever talk to you about her property and as to what disposition she intended to make of it in regard to her children if any?

Ans. No Sir. I don't think that she did.

Louise A. Fraster.

Exhibit J. C. Roberts of lawful age, being by me first duly cautioned and sworn deposes and says:

"Q" Ques. 1" State your name, age, and place of residence and occupation?

Ans. J. C. Roberts, aged 58. Troy Township, Delaware County Ohio. Farmer.

Ques. 2" Are you acquainted with the plaintiff in this case? If so, how long have you known him.

Ans. I am acquainted with Mr. Scott for the last two or three years.

Ques. 3" Have you ever had any conversation with Mr. Scott in reference to the note he claims to have received from his wife, given by O. M. Scott & others to her?

Ans. He showed me the note.

Ques. 4" Where was it? and where?

Ans. In his door yard, the next morning after Mrs Scott

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died. I do not know the time.

Ques. 5" Who was present at that time?

Ans. Mr. Scott and myself.

Ques. 6" How did the conversation come up? and what did he say?

Ans. I can not tell how the conversation came up. He said that Mrs. Scott had given that note.

Ques. 7" Where did he get the note and how did he come to show it to you?

Ans. He had the note in his pocket book. He and me were talking about the old lady having died the night before. I cannot answer how he came to show me the note.

Ques. 8" Who began the conversation?

Ans. Mr. Scott.

Objection Ques. 9" Did he say anything at that time that he thought there might be trouble about it? (Objected to by Plaintiff's Counsel as leading)

Ans. No, Sir. He did not.

Objection Ques. 10" Did you say to him anything that you thought there might be trouble about? (Objected to by Plaintiff's Counsel as leading)

Ans. I don't recollect that I did.

Objection Ques. 11" Was there anything said about the old lady having left a will? (Objected to by Plaintiff's Counsel as leading)

Ans. No Sir.

Ques. 12" Did the old gentleman Mr. Scott appear to feel badly or grieved about the death of his wife?

Ans. I thought he felt very badly.

Objection Ques. 13" Did he seem to feel pleased about the note? (Objected to by Plaintiff's Counsel as both leading and incompetent)

Ans. Yes. I suppose so.

Ques. 14" Have you ever had any other conversation with Mr. Scott in reference to this note?

Ans. No Sir.

Objection Ques. 15" Have you had any conversation with him in reference to his wife having made him a deed for part of her land? (Objected to by Plaintiff's Counsel as incompetent)

Ans. Yes Sir.

Objection Ques. 16" When was it, and what did he say? (Objected to by Plaintiff's Counsel as incompetent)

Ans. I think the same morning that Mrs. Scott had given him half of the land.

Ques. 17" Did he at that time tell you when the deed was made and what it was made for?

Ans. No Sir.

Ques. 18" Did he at that time, or at any other time say anything to you about receiving or leaving received any other property from his wife beside the deed and note?

Ans. No Sir.

Ques. 19" Do you remember what time the old lady died? What time of night or day that she died?

Ans. I do not know, I was not there. This was the next morning.

Ques. 20" Did this conversation in reference to the note and lands she had given him take place prior to her funeral?

Ans. Yes Sir.

Cross Examination

Ques. 1" How long were you acquainted with Mrs. Scott before she died? And what opportunities did you have of seeing and becoming acquainted with her?

Ans. Several years. Six years any more. I rented a field from her to put in corn. I lived about a mile from her around the road.

objection Ques. 2" Was she not a strong minded woman; positive in her ways; and a woman that would not likely be influenced by any person in a matter she would undertake to do? (Objected to by Defendants Counsel as incompetent.)

Ans. I think she was pretty strong minded. I can't answer the last part of the question.

objection Ques. 3" Was she not a woman noted for having her own way about things? (Ques. objected to by Defendants Counsel as incompetent.)

Ans. I don't know.

John C. Roberts.

Exhibit

"A"

Margaret Downing, of lawful age, being by me first duly cautioned and sworn deposes and says as follows:

Ques. 1" State your name, age, and residence.

Ans. Margaret Downing, aged 62, December 20<sup>th</sup>, 1889, reside in Troy Township, Delaware County, Ohio.

Ques. 2" Are you acquainted with the plaintiff in this case? If so how long have you known him?

Ans. Yes, ever since Mr. & Mrs. Scott were married.

Ques. 3" How near do you live to the place where they resided during their marriage?

Ans. Adjoining farms.

Ques. 4" How frequently were you at their house during the last summer previous to her death?

Ans. I don't think I averaged over a week, not more

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than once in two weeks.

Ques 5" How long was Mrs. Scott sick previous to her death?  
Ans. This was coming on before she was married but was not bad until after her marriage.

Ques 6" What was the matter with her?

Ans. The most general opinion was cancer.

Ques 7" What was her general appearance in May and June, 1889, physically?

Objection Ans. Well sometimes seemed a little peart, and sometimes she was very much discouraged. (Answer objected to because the same is not responsive to the question.)

Objection Ques 8" How did the cancer seem to affect her (Question objected to by Plaintiff's Counsel)

Ans. It affected her awfully.

Ques. 9" Where did it make its appearance first

Ans. On her forehead, then on her eye, then on her cheek.

Ques. 10" You may describe as near as you can the appearance of the cancer along during the latter part of May and the forpart of June, 1889?

Ans. Well I can't state just what time that it ran through her cheek and neck. You could see her tongue and part of her nose.

Ques. 11" Did you have any conversation with her during the time she was living with her husband James Scott as to what disposition she had made, or intended to make of her property?

Ans. Yes.

Objection Ques. 12" What did she say about it? (Objected to by Plaintiff's Counsel)

Ans. She was to my house, and she told me about her will. That she had made her will. Everything is to be sold. If Scott wants the cow he's got to buy her. And after the sale - Jim has the expenses to pay, and all the money that is left goes to Jim.

Ques. 13" Did she say anything in that conversation about the land?

Ans. Sammy Downing gets half of the land, and Jim takes care of it for the boy until he is of age, and if he don't live to see it goes to John Downing Jim's oldest son.

Ques. 14" You may give as nearly as you can the date of this conversation?

Ques 15" You may give as nearly as you can the date of this conversation?

Ans. I can't do that very well, but I think it was the forpart of the summer.

Ques. 16<sup>th</sup> Did she say anything in that conversation in reference to the --- in controversy in this case?

Ans. No.

Ques. 17<sup>th</sup> Did she ever say anything to you in any conversation in reference to her giving, or having given anything to Mr. Scott?

Ans. No.

Ques. 18<sup>th</sup> How much land did Mrs. Scott have at the time of her marriage with Mr. Scott?

Ans. I do not remember, may be it was 45 acres, I can't remember.

Ques. 19<sup>th</sup> Did you ever have any conversation with Mr. Scott in reference to his having received a deed from Mrs. Scott for part of her land?

Ans. I don't really mind about it. I can't be positive. It appears as if he did speak about it.

Ques. 20<sup>th</sup> What did he say in reference to that (Objected to by plaintiff's counsel)

Ans. I can not bear it in mind.

Objection

Ques. 21<sup>st</sup> Did he ever say to you, that he would not marry any woman and let her have all the property and he have none? (Objected to by Plaintiff's Counsel as leading and incompetent)

Ans. Yes. He did

Objection

Ques. 22<sup>nd</sup> Where was that and how did the conversation come about? (Ques. objected to by Plaintiff's Counsel)

Ans. That I can't remember. It was in my house. I can't remember the time.

Ques. 23<sup>rd</sup> Did Mr. Scott call at your house frequently during the time he was living with his wife?

Ans. Yes.

Ques. 24<sup>th</sup> Was he been here since? If so how frequently?

Ans. Well indeed I could not tell. He would average every day, sometimes twice a day when he was in at his sons.

Objection

Ques. 25<sup>th</sup> Did he ever talk to you about your property, the amount of the same, and its value?

(Objected to as leading, incompetent, irrelevant, contrary to the Constitution of the United States & Civil Rights Bill &c &c by Plaintiff's Counsel.)

Ans. No. Nothing more than he spoke to me about the fact that there was a mistake in the tax business.

I told him not. Then he says yes there is. I say no. I paid it all right. He then said have you got the receipts? I said yes, in my pocket book. I went and got them and showed them to him, and he says they are all right. The land tax was in his name John Downings. The chattel tax was in mine.

Ques. 26<sup>th</sup> You are the widow then of John Downings?

Objection

Ans. Ques 2 (Ques. Ans. acres

Objection

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Ans. Yes.

Ques. 27<sup>th</sup> How much land do you own in Troy Township?  
(Ques. objected to by Plaintiff counsel)

Ans. One hundred and sixty-two and one third acre.

Ques. 28<sup>th</sup> Did he ever talk to you about changing your name to Scott? (Ques. objected to by Plaintiff.)

Ans. No he never did.

Ques. 29<sup>th</sup> How intimately were you acquainted with Mrs. Scott and how long had you known her previous to her death?

Ans. Well that is something I could not state. Ever since Downing and I were married. We were married when I was 20 years old. Some years back. Maybe I would not see her for some months of late years. Every week I would see her, and after the death of her former husband Mr. Downing every day - unless she would be away from home.

Ques. 30<sup>th</sup> Your husband and her former husband were brothers, were they not?

Ans. Yes.

Ques. 31<sup>th</sup> Could Mrs. Scott read and write?

Ans. She could read print, not writing.

Ques. 32<sup>th</sup> Could she write her own name?

Ans. Not that I know of?

Ques. 33<sup>th</sup> During all the time you were acquainted with her did you ever know her to write her own name?

Ans. No.

Cross-Examined

Ques. 1<sup>st</sup> Did you ever see her with a pen in her hand at all?

Ans. No.

Ques. 2<sup>nd</sup> You never saw her then write her name make her mark or attempt to?

Ans. No.

Ques. 3<sup>rd</sup> You were never present on any occasion where she was required to write her name or make her mark, were you?

Ans. No.

Ques. 4<sup>th</sup> You simply then know nothing about the matter whether she could write her name or not. Is that not a fact?

Ans. I heard her say she could not write. That I know by conversation.

Ques. 5<sup>th</sup> When was that?

Ans. I have heard her say it more than once. That was years ago.

Ques. 6<sup>th</sup> State whether or not you remember of Mrs. Scott coming to your house on or about the first of June 1889?

and requesting you to come to her house to witness some transaction between herself and her husband?

Ans. Yes she was there, just before she was starting home, I don't remember what subject had been up - but she spoke, I think she says I ought to have some witness, don't you come to us old people for we don't know what minute we may drop - And don't you come here, I repeated. That was all she said and went away.

Ques. 7<sup>th</sup> Do you not remember that she stated to you that it was something she did not want her children to know about?

Ans. She said that to my sister, not to me.

Ques. 8<sup>th</sup> Your sister's name is Christina Faust and she was living with you and present at the time, and is the same person whose deposition was taken in this case Wednesday last? at your house?

Ans. Yes.

Ques. 9<sup>th</sup> Did not your sister Christina Faust go to Mrs. Scott's house on the 4<sup>th</sup> of June following that conversation?

Ans. I never kept that in mind. I did not pay any attention to it.

Ques. 10<sup>th</sup> Your memory has failed some what in the last few years?

Ans. Yes. I have had catarrh, dyspepsia, spinal disease, and it has affected my memory. I have to make up my mind to remember any thing, else I cannot.

Ques. 11<sup>th</sup> You can some time remember facts that have escaped your memory by having your attention called to it?

Ans. Yes.

Ques. 12<sup>th</sup> Upon reflection now do you not remember that in your conversation with Mrs. Scott at your house, when she wanted a witness to some transaction that you told her that she had better not have you, because you were too nearly related and might make trouble between the families, or something to that effect?

Ans. I just disremember. I know I told her we were old, and that our lives were short, and not to depend on us.

Ques. 13<sup>th</sup> Did you say anything in that conversation that she had better get John Fraster's wife?

Ans. My sister told her that. This was at Scott's house. I was not present.

Ques. 14<sup>th</sup> Mrs. Downing, did not Mrs. Scott go around and attend to her business affairs, and visit Delaware and Gardington & Prospect to see the Doctors in reference to

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her distress, and if so how long did she continue to do this before her death?

Ans. Yes. She went to Radnor about two weeks before her death. She was going to all these places. The last time she was over to Radnor she was not able to be up at all after she got home.

Ques. 15" About how many times was she at Cardington that you know of, after she became sick with this cancer?

Ans. Well she did not go there until she got real bad with the cancer, she had been to Green Band to a doctor, but after she got bad she went to Cardington.

Ques. 16" How far is it from where she lived to Green Band?

Ans. Nearly as far as it is to Cardington, and it is sixteen miles to Cardington.

Ques. 17" How far is it from her house to Delaware?

Ans. Six miles.

Ques. 18" Give as near as you can the last time she went to Cardington and the last time she went to Delaware?

Ans. Some time in May. I think the last time she went to Cardington was in June. Upon reflection I think was in June. This was the last time she went, as the doctor had told her as soon as the cancer got through to the bone he did not want her to go out in the sun. She was able to go, but the doctor told her he did not want her to go. I can't bring to my memory the last time she went to Delaware.

Ques. 19" I will ask you Mrs. Downing whether Mrs. Scott was not able to be about her house and attend to a considerable portion of the house work, and did do some of the washing and other house work until within a few weeks or a month before her death?

Ans. Yes, she did. She wasn't hardly fit to, but there wasn't any person who could scarcely stand it. Her cancer swelled so badly.

Ques. 20" I will ask you whether her mind was not as clear as it was up to within a few days, or weeks of her death?

Ans. Yes, it was. It was just but a few days before she died that her mind was a little flighty, that was only by spells.

Objection Ques. 21" Was she not then taking opium to relieve her distress? (Question objected to by Defendants Counsel)

Ans. She was taking medicine.

Ques. 22" Was not Mrs. Scott always a strong minded independent kind of a woman?

Ans. Yes, she was.

Ques. 23" Was she not a woman who was not easily influenced or persuaded, but was tenacious about her own views about things and generally had her own way?

Ans. She generally wanted her own way. I can not tell you her disposition. She could be persuaded, and then in five minutes would change her mind.

She wanted to have her own way and would have it.

Ques. 24" I will ask you whether she did not make her own bargains and transact her own business?

Ans. Yes.

Ques. 25" Was Mr. Scott present at your house when Mrs. Scott was there about the 1<sup>st</sup> of June, 1889 when she stated she wanted a witness to some transaction?

Ans. No, he was not.

Ques. 26" Did you ever have any conversation with Mrs. Scott in relation to the disposition to be made of her property after her death? Except the one time you have mentioned?

Ans. No, only about the Will.

Ques. 27" Do you know whether she had then made her Will?

Ans. Yes.

Ques. 28" Do you know that she made more than one will after her marriage to Scott?

Ans. No, not that I know of.

Ques. 29" You can't state that she made more than one can you?

Ans. No, I know nothing about only the one.

Ques. 30" Do you know as a matter of fact that she was not on good terms with some of her children?

Ans. I always knew that. That is nothing new to me. She always appeared to be good with James Downing.

Ques. 31" Did she not complain a great deal about her children not coming to see her while she was sick with this cancer, except as to James?

Ans. Yes.

Ques. 32" How did Mr. Scott treat his wife after their marriage up to the death of his wife?

Ans. I never heard anything out of the way, anything wrong.

Ques. 33" Did you ever see anything out of the way in his treatment of her?

Ans. No, he always treated her very kindly in my presence.

Objection Ques. 34" Is it not a fact that there are quite a number of other notes that Mrs. Scott left besides the one in question, that she held on different parties? (Objected to by Defendants Counsel)

Ans. Not very many, no.

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Objection Ques. 35<sup>th</sup> State how many and what amount? (Objected to by Defendants Counsel)

Ans. I don't know as I can exactly. Mr. Silverwood & Mr. Wilby had three hundred dollars. She had been drawing some, I don't know how much Mr. Wilbert Mann had \$150<sup>00</sup> or \$200<sup>00</sup> that is my impression.

Ques. 36<sup>th</sup> Do you know that these notes were given by Mr. Scott to the executor Mr. Downing?

Ans. No, I do not.

Re-Examined

Ques. 1<sup>st</sup> You state in your answer to Question 23<sup>rd</sup> on your Cross Examination that Mrs. Scott generally wanted her own way, but that she could be persuaded and would change her mind in five minutes. Is it not a fact that a person who was pleasant to her and kind to her, might persuade her to do just as he might desire in reference to her property if he were a designing cunning sort of a man just like Mr. Scott? (Question objected to as leading and incompetent)

Ans. When a person would be kind to her you would have influence over her. I don't want to put Scott in, I don't know anything about what he would do, whether he was cunning or not.

Ques. 2<sup>nd</sup> Is it not a fact that she was a woman who was easily persuaded toward persons who were kind to her?

Ans. Yes.

Ques. 3<sup>rd</sup> Is it not a fact that she was a woman that was very bitter toward persons whom she thought had wronged or neglected her?

Ans. Yes, you bet.

Objection Ques. 4<sup>th</sup> Was she not a person who would waver in her disposition like the wind? (Objected to as leading)

Ans. Yes, Sir.

Ques. 5<sup>th</sup> Was she not what you would call a very strange and peculiar woman? Very strange in her likes and dislikes?

Ans. Yes, she was.

Objection Ques. 6<sup>th</sup> Is it not a fact that she used very strong & bitter language at times toward persons that did not please her? (Objected to by Plaintiff's Counsel)

Ans. Yes, she did.

Ques. 7<sup>th</sup> You say in your answer to one of the questions put to you by Mr. Scott's Attorney, Mr. J. Kipple, that Scott seemed kind to his wife. You may state what he did for her, and in what his acts of kindness consisted.

Ans. Well he would take her in the buggy whenever

she would want to go, and he appeared to do for her about the house all he could.

Ques. 8" whose horse and buggy, when he took her out?

Ans. It was his own.

objection Ques. 9" what property did Scott bring with him to the farm at the time of his intermarriage with Mrs. Downing? (Objected to as going into a matter in chief)

Ans. Well that is more than I can tell you.

Ques. 10" what did he do on the farm after their marriage?

Ans. I don't really remember. He had a horse and buggy when he came there.

Ques. 11" Did he ever put out any corn?

Ans. No he did not farm any. He rented the ground. Sometimes cut a little grass for his horse.

Ques. 12" what did he do if anything toward making a living for Mrs. Scott?

Ans. I can't tell you. He was busy. Chopped wood sometimes. Had a spring-wagon that he hauled his wood. They had some pigs to feed, and a cow to feed.

Ques. 13" Who furnished the money to buy the groceries and provisions, such as were not raised on the farm?

Ans. Well he got some money from peddling before he was married to her, and she furnished some money too. She did not have any wheat on the place for two years, and did not have any wheat after they were married the first year.

Ques. 14" From what you know and from what you have observed of the marriage between Mr. Scott & Mrs. Downing, what do you say as to whether it was a marriage for commerce, love or money?

Ans. I guess it must have been love, according to the age of them.

Ques. 15" What particular act of love did you observe in Mr. Scott towards his wife?

Ans. I don't know. I couldn't pass my opinion on that. I couldn't pass it on that.

objection Ques. 16" Would you regard the act of getting a deed from her for the undivided half of her farm as an act of love toward her? (Question objected to by Plaintiff Counsel as leading, as a cross-examination of his own witness, as irrelevant, because the witness is not trying the case and because the witness is not an expert, - because the question is simply to consume time and make an expense.)

Ans. I couldn't say. Love has left me since I got old, I couldn't pass my opinion on it.

Re-Cross-Examined

Ques. 1" How old was Mr. Scott when he got married, do you know?

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Ans. I don't exactly.

Ques. 2" Do you not know that he is 85 years old now?

Ans. I will not be positive. I have heard his age, but have not tried to remember it.

Ques. 3" I will ask you if he was not a remarkably industrious man for his age after his marriage with Mrs. Scott?

Ans. Yes, he was.

Ques. 4" I will ask you if Mrs. Scott before her marriage to Mr. Scott had not leased her land there for three years to Charles Ashbrook her son-in-law for which she received no rent from him at all. (Objected to as irrelevant, incompetent, leading etc)

Ans. That is so.

Ques. 5" And isn't it a fact that she did receive rents and benefits from the farm after his marriage with her under the management of Mr. Scott? (Objected to by Defendants Counsel)

Ans. Yes.

Ques. 6" Isn't it a fact also that Mr. Scott raised a lot of hogs there, good hogs and fed and tended them?

Ans. Yes. She bought the shots, & head of them. Scott fetched the cow there. I understand she paid \$20 in money on the cow, and took a mark of Scott's boys to keep and that applied on the cow.

Ques. 7" Was not Mrs. Scott a person that would get angered quickly and get over it quickly?

Ans. Yes.

Ques. 8" Then that is what you mean by saying that she was like the wind.

Ans. She was very very peculiar.

Ques. 9" In speaking of his acts of kindness toward his wife, is it not a fact that he was very kind to her during her sickness in giving her needed attention, medicine and help under the most trying and difficult circumstances, on account of the offensiveness of the disease which she had?

Ans. Yes, as far as I know.

Margaret <sup>her</sup> Downing

Attest: B. J. Freshwater.

Exhibit

Mrs. Feaster recalled by Defendant

Ques. 1" I will ask you if Mr. Scott after the death of his wife, did not say to you that Mrs. Margaret Downing the lady who has just left the witness stand had been so kind to him and pleasant that he felt as though he would propose marriage to her, & asked you if you thought he would be accepted?

Ans. No, Sir. He didn't.

Ques. 2<sup>d</sup> What did he say to you in reference to that matter?

Ans. Well it was about a month ago he came over from Marysville, he went over to her house, said she met him and shook hands with him very cleverly, asked him to go out and see her logs. He told me that he had a notion to ask her privately if a man could court her, and I told him yes to go and ask her.

Cross-Examined

Ques 1<sup>st</sup>. Mr. Scott is considerable of a joker is he not for a man of his age?

Ans. Yes sir, he is

Ques. 2<sup>d</sup> Now as a matter of fact it appears from the testimony of Mrs. Downing herself that he did not take your advice, and that he never popped the question, isnt that so?

Ans. I am sure I dont know

Re-Examined

Ques 1<sup>st</sup>. Did you think when Mr. Scott asked you about courting Margaret Downing, that he was joking, or in earnest?

Ans. I thought he was joking.

Louise A. Fraster.

Exhibit Ellen Willey, of lawful age, being by me first duly cautioned and sworn deposes and says as follows:

"76." Ques. 1<sup>st</sup>. State your name, age, & place of residence.

Ans. Ellen Willey, aged 42, reside in Troy Township Delaware County, Ohio.

Ques. 2<sup>d</sup> Were you acquainted with Mr. & Mrs. Scott, if so how long had you known her before her death? And how long have you known him?

Ans. I knew her about 20 years, and I met him a few months after they were married.

Objection Ques. 3<sup>d</sup> Did you ever have a conversation with Mr. Scott after his marriage with the widow Downing & before her death in which he said anything to you about having received a deed of land from his wife? If so you may state when and where it was?

(Objected to by Plaintiff Counsel)

Ans. Yes Sir, It was at my house the latter part of July, 1889. He said that Mrs. Scott had deeded half of her farm to him before they were married.

Objection Ques. 4<sup>th</sup> You may state the conversation in full, how the deed came to be made, and all that was said about it? (Objected to by Plaintiff's Counsel.)

Ans. it to be he said He after making Ques. you so Ans. was he Ques. 6 Ans. Ques. 7<sup>th</sup> Ans. Objection Ques. 8 dispo between (Quest Ans. that it to he w Mr. G him a Objection Ques. state from (Obje Ans. any Ques. 1 think down farm (Objec Ans. until could Ques. the l Ans. saw a last about Objection Ques. her a had state for the



Ans. I can't do that. He said that she had deeded it to him, and I said during your life only, and he said no, he could dispose of it as he saw fit.

He said she did not want to make the deed until after they were married, but she insisted upon her making it to him before.

Ques. 5" What was his business at your house where you say this conversation occurred that day?

Ans. He wanted to see about hiring a girl that was living with us at that time.

Ques. 6" What was her name?

Ans. Mary Cannon

Ques. 7" Did she go there to work at that time?

Ans. Shortly after that.

Objection Ques. 8" After Mr. Scott said the land was his he could dispose of it, what, if any other conversation passed between you and Mr. Scott about it? Please state fully. (Question objected to by Plaintiff's Counsel)

Ans. Then I told him I did not think it was right that he should want to keep the property and give it to his children after his death. He said he was anxious to do what was right, and probably Mr. James Downing or some of the heirs would buy him out.

Objection Ques. 9" Did he in that conversation or in any other state to you that he had received any other property from Mrs. wife? If so state fully what it was? (Objected to by Plaintiff's Counsel)

Ans. No Sir, he did not say that he had ever received any other

Ques. 10" Did Mr. Scott in that conversation say anything to you about being unwilling to marry Mrs. Downing unless she conveyed to him a part of her farm? If so state fully what she said.

Objection (Objected to as leading and incompetent)

Ans. He said that she said she would rather wait until after they were married. He said they could just as well have it done one time as another

Ques. 11" How frequently did you see Mrs. Scott during the last 5 or 6 years of her life to converse with her?

Ans. Only a few times. I do not think I saw her more than once or twice during the last 5 or 6 years until after she was sick, then about a dozen times after her sickness.

Objection Ques. 12" Did you ever have any conversation with her in reference to her property and whether she had given any of it to Mr. Scott? If so you may state what she said? (Objected to generally, also for the reason that it has not been shown whether

Mr. Scott was present)

Ans. She said Mr. Scott had been very kind to her and she intended leaving him something, but what she did not tell me nor how much.

Ques. 13" With your knowledge and acquaintance with her having known her 20 years, what do you say as to whether or not she was what is known as quick tempered and abusive in her language toward those with whom she did not agree?

Ans. I think she was.

Ques. 14" To what extent was she violent and abusive in her language when she was angry at a person?

Ans. She said a great many things that I thought she didn't mean.

Ques. 15" In what manner, in an angry and bitter manner, or pleasant?

Ans. Bitter.

Ques. 16" How was she as to holding her anger and spite against persons with whom she disagreed?

Was it lasting or only temporary and of short duration?

Ans. Indeed I cannot say as to that.

Ques. 17" Was she a woman that if any person treated her kindly and agreed with her in all things that could be induced to dispose of her property and do what she would not do to persons who did not flatter her? (Ques. objected to by Plaintiff's Counsel)

Ans. I can't say as to that.

Ques. 18" How was she as to being changeable in her notions, her dislikes and likes? What did you observe in that regard during the last 5 or 6 years of her life?

Ans. Well she always was very changeable ever since I knew her. If she liked a person she could be persuaded to do anything for them. If she disliked a person I thought her very bitter.

Ques. 19" What do you know if anything as to her being cross, abusive and quarrelsome with her children when they would call to see her?

Ans. I do not know.

Ques. 20" Have you ever heard her use abusive language in the latter years of her life when speaking about her children?

Ans. Yes, Sir

Ques. 21" Was it not so extremely abusive as to be unnatural for a mother, if she was in her right name? (Objected to as leading, improper and incompetent by Plaintiff's Counsel)

Ans. I thought so at times.

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Ques 22" I will ask you if you have not observed the fact that at one time she would seem to be angry with one of her children, and a very short time thereafter be friendly towards the same child.

Ans. I knew her to be very bitter towards one, I have never known her to be friendly with that child. I do not know anything about any of the other children.

Ques 23" Did Mrs. Scott make complaint to you at any time during her sickness about her children not calling to see her after her marriage with Mr. Scott?

Ans. Yes Sir. She felt badly that they didn't come to see her, I can't remember what she said.

Objection Ques 24". It is a fact is it not that two of her daughters Mrs. Deppin & Mrs. Darst are and have been invalids for many years? (Objected to by Plaintiff's Counsel as leading and incompetent)

Ans. I do not know.

Ellen Willey.

Exhibit

"I" Adalind Schuck, of lawful age, being by me first duly cautioned and sworn, deposes and says as follows:

Ques 1" State your name, age and residence.

Ans. Adalind Schuck, 46 years old, reside in Waldo Marion County, Ohio.

Ques 2" What relation are you to Mrs. Scott, deceased?

Ans. She is an aunt by marriage.

Ques 3" How long have you known Mrs. Scott & Mr. Scott?

Ans. I have known Mrs. Scott from childhood and Mr. Scott since his marriage with her.

Objection Ques 4". Did you ever see Mrs. Scott at or near your mother's house in which any conversation occurred?

If so, you may state when it was and what she said? (Objected to because it is incompetent and has not been shown that Mr. Scott was present at the conversation.)

Ans. Yes Sir. I think it was the latter part of November 1887, it was the year before she died. She came to the door of my mother's and brought home a package which she had borrowed, and I wanted her to come in, and she said she couldn't that she would like to, Mr. Scott was out in the buggy, and that he would not allow her to come because she and my mother had had some words before and she--my mother--had told her not to come. She said she had forbid her her house because she had married Scott.

Ques 5" Do you know what year it was Mrs. Scott died?

Ans. I don't just remember but it was last fall 1887, I suppose.

Ques 6" Then when did this conversation which you have related occur in reference to last fall?

Ans. About a year.

Ques 7" Were you at her house during her sickness? If so how often?

Ans. Yes Sir, about a half dozen times I guess.

Ques 8" Do you remember of seeing Mr. Scott at the residence of Mrs Margaret Downing at any time after the death of his wife? If so you may state when it was.

Ans. Mr. Scott came there, and he motioned for Christina Faust to come out in the other room, and they were out there quite a while. They came in there and sat down. Pretty soon he went home. Then she told us he was after. This occurred two days after the death of Mrs. Scott.

Ques 9" What did Mr. Scott say when he came there to the house?

Ans. He motioned for Christina Faust and told her to come out. I can't remember what he said.

Ques 10" What if anything about this note in suit?

Ans. Not anything that I remember.

Objection Ques 11" What was the manner and appearance of Mr. Scott when he came there? (Objected to by Plaintiff Counsel)

Ans. He seemed to be excited.

Ques 12" Can you recall anything that Mr. Scott said there in reference to his business that day? If so state what he said.

Ans. No, I can't. I did not pay much attention to it. Adaline Schuck.

Exhibit Samuel Willey, of lawful age, being by me first duly cautioned and sworn deposes and says as follows:

"J." Ques 1" State your name, age, residence & occupation?

Ans. Samuel Willey, aged 46, reside in Troy Township Delaware County, Ohio, and by occupation a farmer.

Ques 2" How long have you known the plaintiff James Scott?

Ans. I have known Mr. Scott for 25 or 30 years.

Ques 3" Did you ever have any conversation with him and his wife Margaret Scott in reference to her property? If so when was it and where? and what was said, and who were present?

Ans. Yes, my wife Mr. & Mrs. Scott at Mrs. Scott's residence. It was in the latter part of the Fall, or the first of the winter, the year after they were married. This was in 1887 or 1888. (Question objected to by Plaintiff's Counsel) They were speaking of the children not coming home. They were angry because she had

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married Mr. Scott. Mr. Scott said that the good Lord only knows that he would not take a cent of their property.

objection Ques 4<sup>th</sup>. Did you know at that time he had already taken a deed for the undivided one-half of her land? (Objected to by Plaintiff's Counsel)

Ans. I did not.

Ques. 5<sup>th</sup>. How intimately were you acquainted with Mrs. Scott, and how long had you known her previous to her death?

Ans. She came to our house quite frequently. I had known her from childhood.

Ques. 6<sup>th</sup> What was her disposition and temper?

Ans. She was very quiet tempered. I can't say as to her disposition.

Ques 7<sup>th</sup> Was she positive in reference to her likes and dislikes?

Ans. Yes, Sir.

Ques. 8<sup>th</sup> Did you ever have any conversation with her in reference to the disposition she intended to make of her property?

Ans. No, I never did.

Ques. 9<sup>th</sup> What property if any did Mr. Scott bring there with him at the time of his marriage with Mrs. Downing?

Ans. Gray horse and buggy, and cow.

Ques. 10<sup>th</sup> What was the value of the horse and buggy?

Ans. \$30<sup>00</sup> or \$40<sup>00</sup> for both.

Ques. 11<sup>th</sup> Judging from the appearance of the horse which would you think the older, Mr. Scott or the horse?

Ans. Mr. Scott I should judge to be the older.

Ques 12<sup>th</sup> Is a fact however Mr. Willey is it not that this was a very old appearing horse, and a horse of very little value?

Ans. Yes.

Ques. 13<sup>th</sup> How much land did Mrs. Downing have prior to her marriage with Mr. Scott?

Ans. 45 acres.

Ques. 14<sup>th</sup> What other property, chattels did she have?

Ans. She had some notes.

Ques. 15<sup>th</sup> Were you in any way indebted to Mrs. Scott? If so, in what amount?

Ans. Indirectly I was indebted to her \$75<sup>00</sup>. Horace Silverwood borrowed \$200<sup>00</sup> and I borrowed \$75<sup>00</sup> of Silverwood and gave my note to Silverwood. I got the money of her and gave my note to Silverwood, and Silverwood gave his note to her for the full amount of \$200<sup>00</sup>.

Ques. 16<sup>th</sup> Did Mr. Scott call on you for the payment of the

Objection \$75<sup>00</sup>? If so when was it? What did he say? And what did you say to him? (Question objected to by Plaintiff's Counsel)

Ans. He did. I can't tell just the month, I think it was about the first of September, 1889, or the latter part of August. He said he needed the money that they had a doctor bill to pay of about a hundred dollars and that he wanted to make up that amount to pay the doctor. I partly promised I would pay him. Then I asked him to see the note, and he did not have my note and I did not pay anything.

Ques. 17<sup>th</sup> Was there anything else said by Mr. Scott at that time? If so, state fully all that was said.

Ans. Nothing else in regard to that.

### Cross-Examined

Ques. 1<sup>st</sup> Did Mrs. Scott in fact hold any note against you at that time when Mr. Scott called on you for the payment?

Ans. No, Sir.

Ques. 2<sup>nd</sup> Was your name not on the \$200<sup>00</sup> note as surety given by Silverwood?

Ans. I can't tell. I was on the \$400<sup>00</sup>, but when they changed it to \$200<sup>00</sup> I do not know, but think likely it was.

Ques. 3<sup>rd</sup> Did not Mr. Scott ask you to come to his house to pay the note?

Ans. Yes.

Ques. 4<sup>th</sup> And you promised to go there and settle it or see that \$75<sup>00</sup> of it was settled?

Ans. I promised that, supposing that he had my note given to Silverwood. He said he had been to Silverwoods.

Ques. 5<sup>th</sup> You had forgotten at that time that you had signed the \$200<sup>00</sup> Silverwood Note as surety.

Ans. I had forgotten then that I had and do not know now that I did.

Ques. 6<sup>th</sup> You do not undertake to say that your name is not on the Silverwood Note as surety? Do you?

Ans. No probably it is on. I would have put it on had he asked me, but do not recollect whether he asked me or not.

Ques. 7<sup>th</sup> Where did you see the note since, and who had it?

Ans. I saw it at Mr. James Downing. He had it.

Ques. 8<sup>th</sup> Did he collect it?

Ans. Yes Sir.

Ques. 9<sup>th</sup> What other notes did the Executor James Downing have that belonged to the estate?

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Ans. He had one of Mr. Mains note of One hundred dollars. I do not know of any others.

Ques. 10<sup>th</sup> Were these notes not turned over by James Scott to the Executor after the death of Mrs. Scott?

Ans. I dont know. I suppose probably they were, yet I do not know.

Ques. 11<sup>th</sup> Did Mr. Scott ever make any claim to the ownership of any note that Mrs. Scott held before her death except the note of \$500<sup>00</sup> in suit?

Ans. He never made any claim of any note to me.

Ques. 12<sup>th</sup> At the time he came to you for the payment of the \$75<sup>00</sup> did not he say that the Doctor was urging the payment of his bill, and that he wanted to raise \$100<sup>00</sup> to pay the Doctor?

Ans. He did not say the Doctor was urging the payment of his bill. He said he would like to pay the Doctor \$100<sup>00</sup>. He thought he would throw off something on his bill.

Ques. 13<sup>th</sup> Do you know whether or not when Mr. Scott married Mrs. Scott he brought any money or bonds, dry goods, notions, medicines, such as peddlers sell?

Ans. I answer No, because I do not know.

#### Re-Examined

Ques 1<sup>st</sup>. Did you not question the authority of Mr. Scott to collect the note when he presented it to you, and did he not become angry at you because you would not pay it to him?

Ans. I answer Yes to the first. He did not appear angry to me.

Ques. 2<sup>nd</sup> At the time he demanded payment he did not have your note with him did he?

Ans. No Sir.

#### Re-Cross-Examined

Ques. 1<sup>st</sup> Did Mr. Scott present either the \$200<sup>00</sup> note that Silverwood's name was on, or the \$75<sup>00</sup> note that you had given to Silverwood?

Ans. No Sir. Merely asked me to pay the \$75<sup>00</sup>.

Ques 2<sup>nd</sup> Did you question the authority of Mr. Scott to collect the note?

Ans. No Sir. Only in my own mind. I did not say anything to him about it.

Ques 3<sup>rd</sup> Did not then Mr. Scott show you the Silverwood note, calling for \$200<sup>00</sup>, and is it not your best impression that your name is on the note as surety?

Ans. Yes. I dont know that my name was on as surety.

Q. 14" Who took up and paid the Silverwood note, and what became of it?

A. Mr. Silverwood paid his part and I paid my part, and I put it in the stove.

Samuel Willey.

Adjourned to 9 o'clock a.m. June 2<sup>d</sup>, 1890.

Exhibit

"K"

Mary E. Downing, of lawful age, being by me first duly cautioned and sworn deposes and says as follows:

Q. 1" State your name, age and place of residence?

A. Mary E. Downing, aged 45, reside in Troy Township, Delaware County, Ohio.

Q. 2" How long have you known the plaintiff James Scott?

A. About two years.

Q. 3" How long had you known his wife, Margaret Scott formerly Margaret Downing previous to her death?

A. Twenty-four years.

Q. 4" How intimately were you acquainted with her?

A. We were good friends. She frequently called at my house, and I frequently called at her house.

Q. 5" How frequently did you visit her last summer, say from May up to the time of her death?

A. I would average two or three times a week, I suppose.

objection Q. 6" Did you have any conversation with her after June 4<sup>th</sup>, 1889, in reference to her notes and money, if so, state the conversation? (Question objected to)

Objected to unless shown that Mr. Scott was present  
A. Nothing about the notes. She said she had lost her money, & pocket book. I said to her how did that come that you lost your money. She said it was gone and she did not know where it was. Said she had been looking for it, and Maggie, my daughter, spoke up and said she knew where it was. Maggie said Mr. Scott had, that he had told her so. She, Mrs. Scott, said that she did not want Mr. Scott to have her money that I must tell Jim--my husband--that she wanted him to take care of her money. I told her I would.

Q. 7" You may give as nearly as you can the date of that conversation and who was present?

A. It was in November--Election day. Myself, Maggie my daughter, & Mrs. Scott.

Q. 8" Where was Mr. Scott at that time?

A. He was away from home. I guess he was at the election

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Q. 9" Did you visit Mrs. Scott in the month of July or June 1889? If so, did you have any conversation with her at that time? (Question objected to. Objected to also unless it was shown that Mr. Scott was present)

A. Yes Sir. The latter part of June.

Q. 10" You may give the conversation as near as you can (Objected to because it is incompetent, and also, because it is not shown that Mr. Scott was present)

A. I was over there in my new buggy, she and I walked out to the road, she got in the buggy.

She said she believed she would take a ride, and I told her I would take her a buggy-riding if she wanted to go. Jim and Scott were there and they said to take if she wanted to go. She said she believed she wouldn't go. The day or afternoon was too warm for her she thought. Then she got out and walked back to the house, she stepped on the porch, she says to me, Scotts boys owe me enough to get me a new buggy.

Q. 11" Was Mr. Scott present at that time?

A. He was in the yard by the fence as near as I can tell. That was where he was when we came in.

Q. 12" How far was Mr. Scott from you and the old lady when this conversation took place?

A. Just a short distance.

Q. 13" Was he in hearing distance? (Objected to by Plaintiff's Counsel as leading.)

A. Yes Sir, I suppose he was, I could hear any talk from the fence.

Q. 14" How far from Mr. Scott was the old lady at the time this conversation took place? Give the distance as near as you can.

A. I suppose about 5 yards. I can't tell exactly.

Q. 15" What did Scott say if anything?

A. He did not say anything then to us.

Q. 16" Where was your husband James Downing at that time?

A. With Scott, I suppose.

Q. 17" Do you know whether Mrs. Scott could write her own name and read writing?

A. She said she could not write her own name, I believe she could not read writing.

Q. 18" When did she tell you that she couldn't write her name? (Question objected to)

A. I heard her tell Mr. Main that she couldn't write. That was last Spring-- Election day.

Q. 19" How did she come to mention the fact?

A. Her and Mr. Main had some business to do.

She had to sign her name, she told him she couldn't write.

Ques 20" How did she sign her name?

Ans. She said she made her mark -- she took hold of the pen and made her mark.

Ques 21" Was Mr. Scott present at that time?

Ans. No Sir. Her was not.

Ques 22" You say you have known the old lady for 24 years previous to her death? What was her disposition and temper? (Objected to by Plaintiff's Counsel)

Ans. Her temper, I know was quick. She could be persuaded, then afterward she would be sorry for it.

Ques 23" Was she a person that you would call changeable or variable, like the wind, or otherwise? (Question objected to as incompetent and leading)

Ans. Yes Sir, she was.

Ques 24" Was she a person with strong attachments toward persons who treated her well?

Ans. Yes Sir.

Ques 25" What was her disposition toward persons whom she had mistreated her?

Ans. She did not feel friendly towards them.

#### Cross Examined

Ques 1" You are the wife of James Downing, the exec. of Mrs. Scott, are you not?

Ans. Yes, Sir.

Ques 2" In the conversation you had with Mrs. Scott in relation to her having lost her money and pocket-book, was that conversation at her house or your house?

Ans. At Mrs. Scott's house

Ques 3" What had yourself and daughter gone to her house that day for?

Ans. My daughter was there when I went. I went to see Mrs. Scott.

Ques 4" How long had your daughter been there, what was she doing there?

Ans. She had been there a little over 3 weeks. She was helping to take care of Grandma.

Ques 5" Was not that in reference to the matter in which Scott had taken her pocket-book, and used part of the money as she had directed, and then when she inquired for it of him, he told that he had it, and had spent part of the money as she had requested and then returned the balance to her?

Ans. No Sir, she did not say anything about

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Scott taking the money.

Ques. 6<sup>th</sup> Well as a matter of fact you know nothing of your own personal knowledge whether Scott had taken or used any of her money or not, do you?

Ans. I have seen her give him money to use.

Ques. 7<sup>th</sup> Did you ever know of your own personal knowledge of his taking any of her money, except what she gave him to use.

Ans. Not in my presence.

Ques. 8<sup>th</sup> You say that the conversation you had with Mrs. Scott in reference to this matter of losing her pocket-book and money at the time that Magge told Mrs. Scott that she knew who had her money, was on election day in November, 1889, you mean the general State Election? do you not?

Ans. I mean on the 5<sup>th</sup> of November.

Ques. 9<sup>th</sup> When you speak of election day in November you mean the election when the Governor and other State Officers were elected, do you not?

Ans. I know that is the time of year when they are elected, but I do not know who were elected.

Ques. 10<sup>th</sup> Do you not know that at the time this conversation occurred Mrs. Scott was on her death bed, and that she died on the 10<sup>th</sup> day of November following the conversation?

Ans. Yes, Sir.

Ques. 11<sup>th</sup> Do you not also know that she was taking strong medicines, such as morphine and opium at that time, and that her mind was affected by it?

Ans. I know she was taking morphine, but did not know that she was taking opium, and her mind did not appear to be affected that day.

Ques. 12<sup>th</sup> What means have you of fixing the date as to the time you visited Mrs. Scott in the latter part of June, 1889?

Ans. About harvest

Ques. 13<sup>th</sup> Now you say that after she refused to take a ride, that she and you went to the house, and that she stopped on the porch, and had a conversation with you? Where did you leave your husband and Mr. Scott?

Ans. At the yard fence, at the gate.

Ques. 14<sup>th</sup> Inside, or outside of the yard fence?

Ans. They were leaning on the yard fence on the outside.

Ques. 15<sup>th</sup> What were they doing?

Ans. They were standing there looking at us when we came through the gate.

Ques. 16". Were they talking.

Ans. I don't know.

Ques. 17" How long did they remain there?

Ans. I don't know.

Ques. 18" Did you see them or pay any attention to them after you went to the house, as to how long they stood at the fence, or when they went away from it?

Ans. I went and got my hat and came out and they were there yet.

Ques. 19" You did not see them there while you were on the porch talking to Mrs. Scott?

Ans. I did not see them there, I had my back to them.

Ques. 20" Neither you nor Mrs. Scott said anything to them, or either of them, while you were on the porch with Mrs. Scott, nor did they say anything to you or either of you while you were there, Is not that a fact?

Ans. I don't remember.

Ques. 21" Do you undertake to swear that Mr. Scott heard what Mrs. Scott said to you while on the porch in respect to the Scott boys note?

Ans. I can't say whether he did or not.

Ques. 22" Do you not know as a matter of fact that Mr. Scott is hard of hearing?

Ans. No Sir, I don't.

Ques. 23. Do you know whether he is or not?

Ans. I don't know that, he never seemed to be.

Ques. 24" Which porch were you on the front or back porch, where you had the conversation?

Ans. Front porch.

Ques. 25" Why do you state in your examination by Mr. Bytli that Mrs. Scott was inside of the yard when this conversation took place on the porch, and now state he was on the outside of the yard leaning on the fence?

Ans. If I did say he was inside I did not intend too. He was outside. I mean there was an outside yard, and he was in that. This is a place where they drive up to the yard fence.

Ques. 26. Why do you say in your examination-in-Chief that your husband was with Scott you suppose. Was it not simply because you did not look back to see whether your husband and Scott were there or not, after you left them?

Ans. When I came out they were there yet and I supposed they had staid there.

Ques. 27". Did you see them after you left them standing there, until after you had the conversation with

Mrs. Scott

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Mrs. Scott, and had gone into the house and got your  
 boxes and things or to go home and came out again.

Ans. I don't remember whether I did or not now.

Ques. 28<sup>th</sup> In speaking of Mrs. Scott not being able  
 to write her name, but signing by mark and  
 taking hold of the pen, who wrote her name at  
 that time?

Ans. Mr. Main

Ques. 29<sup>th</sup> Did you ever see her at any other time  
 make her mark?

Ans. No sir. Not that I can remember.

Ques. 30<sup>th</sup> Do you know as a matter of fact whether  
 she could read writing or not?

Ans. Nothing, only what she said.

Ques. 31<sup>th</sup> When did she ever tell you that she  
 could not read writing?

Ans. I saw her have a letter, and she said she  
 couldn't read it, and had to get some one to read  
 it for her. That is all I know about it.

Ques. 32. Do you not know that, that was simply an account  
 of the failure of her eyesight?

Ans. I didn't know.

Ques. 33<sup>rd</sup> In speaking of Mrs. Scott's disposition you say she  
 was changeable in her mind, and that she was  
 attached toward persons who treated her well, and  
 that she did not feel kindly toward those who had  
 mistreated her. Is it not a fact that she had not  
 felt kindly towards some of her children for a great  
 many years. And has she not stated in your  
 presence and hearing that she did not intend  
 that those children should have any of her property?

Ans. I don't know, she did not say so much about  
 any but our. I heard her say that she did not  
 care about Esther Ashbrook having any of her property.

Ques. 34<sup>th</sup> Is it not a fact, that she had not for years  
 visited any of her children except your husband and  
 his family?

Ans. She visited Maria Curtis. I don't know whether  
 she went to see them much or not, not to my  
 recollection.

Ques. 35<sup>th</sup> Have you not often heard her speak in unfriend-  
 ly terms of the other children?

Ans. She never said much to me about her children.

Ques. 36<sup>th</sup> She never talked them with you very much  
 about her affairs, did she?

Ans. Not a great deal.

Ques. 37<sup>th</sup> How long after she became afflicted with this  
 cancer, did she continue to work and attend to business?

Ans. She always done her own business and

tried to attend to it until she died, I guess.

Ques. 38" How long was she up and attending to her work before she was confined to her bed in her last sickness, after she had this cancer?

Ans. She was not confined to her bed only about four weeks, she was up and down. I don't believe I can state how long. She had hired girls the last of June, but did not work much after she got them. I can't tell exactly.

Ques. 39" I will ask you if she did not have Mr. Scott to attend to her business in the way of getting provisions for the family, and get her medicines for her, and attend to things generally for her?

Ans. I can't say about that.

Ques. 40" You say you saw her furnishing money to get things for her, what was that, and what was it for?

Ans. I saw her give him money but I do not know what it was for, or whether it was for himself.

Ques. 41" Did she tell him to go and get the pocket-book and hand it to her, or did she go and get the pocket-book?

Ans. No. She went in the back room, and came out, and he was ready to go to Radnor, and she handed it to him.

Ques. 42" Was not Mrs. Scott a strong minded intelligent and independent woman? And a woman that could not be forced by threats, or violence, or abuse to do anything against her will?

Ans. I can't tell, I never saw any one try that.

Ques. 43. Wasnt her disposition so well known that no person of any sense or judgment would try it?

Ans. I can't say.

Ques. 44" Was she a timid or weak woman?

Ans. I didn't think she was.

Ques. 45" Was she a woman of strong will?

Ans. She would waver a good deal.

Ques. 46" How would she waver, by acts of kindness or by threats, or in what way?

Ans. She would do a thing and then regret it a little while and be sorry for it.

Ques. 47" Do you not mean to say by that that she would get angry quickly and say things hastily, that she would soon be sorry for soon after.

Ans. I don't know I can answer that.

Ques. 49" Did you ever see her angry?

Ans. She never showed her anger much before me.

Ques. 50" Did you ever see her feel sorry or state any regret?

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Ans. She used to tell me her troubles, but for the last few years she didnt tell me a great deal.  
Ques. 51" Was it not before Mr. Scott married her that she was more intimate with you and told you more of her troubles?

Ans. I believe it was.

Ques. 53" Have you ever been present at any time when any one tried to persuade Mrs. Scott to do anything against her will or not to do something that she wanted to do, either by threats, by violence, by any particular acts of kindness, or in any way whatever?

Ans. I believe not.

objection

Ques. 54" I will ask you if Mrs. Scott didnt retain her faculties of mind & strength of will until within a few days of her death? (Question objected to by Defendants Counsel as incompetent)

Ans. She appeared to me that she did.

Ques. 55" How long before her death did she sell and convey land?

Ans. I never knew her to sell any land.

Ques. 56" Did you not know that she conveyed some land to Maria Curtis her daughter?

Ans. Yes. I had forgotten about that, she did convey a house and lot in Prospect. It was some two years before her death.

Re Examined

Ques. 1" What was the old lady's manner and appearance when you say your daughter told her that Scott had taken her pocket-book and money?

Ans. I did not notice her very much.

objection

Ques. 2" Did she seem to be angry or excited in any way? (Objected to by Plaintiff as leading and cross-examining of their own witness)

Ans. I did not notice whether she was or not.

Mary C. Downing.

Exhibit

"to"

Margaret Downing, of lawful age, being by me first duly cautioned and sworn deposes and says as follows:

Ques. 1" State your name, age & place of residence.

Ans. Margaret N. Downing, aged sixteen, reside in Troy Township, Delaware County Ohio.

Ques. 2" You are a daughter of James Downing the executor of the estate of Margaret Scott?

Ans. Yes Sir.

Ques. 3" How frequently were you at Mrs. Scotts residence from the Spring of 1889 until her death in November?

Ans. I was there once or twice a week until the last

month, then I was there all the time.

Ques. 4<sup>th</sup> For what purpose did you go over there in the Spring & Summer?

Ans. I washed for her.

Ques. 5<sup>th</sup> When did you cease to do her washing?

Ans. About the middle of June.

Objection Ques. 6<sup>th</sup> Did you ever have any conversation with Mrs. Scott at any time when you were there doing her washing, and have a conversation about her money affairs in the presence of Mr. Scott? If so, you may state when it was, where it was, and what was said at that time? (Objected to by Plaintiff's Counsel as irrelevant to the issue in this case)

Ans. Yes. It was in June, the latter part of June at Mrs. Scott's house. She was talking about being afraid she would not have enough money to last her through. She said Mr. Scott was spending so much money. Then she told me who all had some of her money. She said Mr. Wilbert Main had about \$100<sup>00</sup>, and Mr. H. Silverwood had about \$125<sup>00</sup>, and Mr. Sam Willey \$75<sup>00</sup>, and Mr. Scott's sons had \$500<sup>00</sup>. I told her that was over \$700<sup>00</sup>, and she said yes. I then said that I thought that would last her.

Ques. 7<sup>th</sup> How often did you wash there?

Ans. I washed there sometimes once a week and sometimes every two weeks.

Ques. 8<sup>th</sup> Did you wash there the week before this conversation?

Ans. Yes Sir.

Ques. 9<sup>th</sup> Did you wash there the next week after this conversation?

Ans. No. Sir.

Ques. 10<sup>th</sup> Why did you not?

Ans. Because she was not at home, she had gone to get a girl.

Ques. 11<sup>th</sup> Did you wash there at any time after that until you went there the last 4 weeks?

Ans. Yes Sir. I went back the next week and washed.

Ques. 12<sup>th</sup> Have you any means of fixing the date when you washed there when this conversation occurred or when you went back to wash when she was not there, if so state?

Ans. The day I went there to wash when she was not at home, was the day the saw mill men moved from our woods to Morrow County.

Objection Ques. 13<sup>th</sup> Did you ever have any other conversation with Mrs. Scott about her money affairs? If so, you may state what she said about it. (Question objected to, because it

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is incompetent. Also because it is not shown that Mr. Scott was present)

Ans. Yes Sir. On Election day last year mother went to her bed, I was in the room. She told me that she had lost her money and pocket book. She asked me if she knew where it was, and I told her I knew where her pocket-book was and she wanted to know where: and I told her that Scott said he had it; and she told me that she wanted Pa to take care of her money and pocket book, that she did not want Scott to have it.

Ques. 14" What time in the year was it? What Election was it?

Ans. It was last Fall, the 5<sup>th</sup> of November.

Ques. 15" How you know how much money there was in the pocket book?

Ans. No Sir.

Objection Ques. 16" Had you ever have any other conversation with her about her money affairs? If so, state what she said? (Question objected to, <sup>as incompetent</sup> because Mr. Scott was not present)

Ans. None that I remember of just now.

Objection Ques. 17" Had Mrs. Scott ever complain to you about Mr. Scott spending or using her money? If so, you may state what she said about it? (Question objected to by Plaintiff's Attorney as leading and incompetent and because Mr. Scott was not present.)

Ans. Yes Sir. She said he was continually wanting money all the time. She said he would buy very little fool thing that you saw.

Ques. 18" How often did these conversations occur?

Ans. Several times.

Objection Ques. 19" What if anything else did she complain of in these conversations, except buying fool things? (Question objected to by Plaintiff's Counsel as leading and incompetent.)

Ans. She said that he had no money of his own. That she brought him to town and got him some cloth to make him some pants, for which she paid \$1.25 per yard.

Objection Ques. 20" Had she ever say anything to you as to what property Mr. Scott had when he came there? If so, you may state what she said about it? (Question objected to because that it is incompetent and not in the presence of Mr. Scott.)

Ans. She said he had a horse and buggy and a bureau, and a lot of peddling traps and one quilt.

Objection Ques. 21" What did she say about money that he brought there if anything? (Question objected to as incompetent)

and not in the presence of Mr. Scott)

Ans. She said he did not have but \$5<sup>00</sup> to his name when she married him.

objection Ques. 22<sup>n</sup> What if anything did she say as to whether she has furnished him any money or not?

(Question objected to by Plaintiff's Counsel, also for the reason that Scott was not present)

Ans. She said she furnished him with money.

objection Ques. 23. Where, to what extent, and for what purpose?

(Question objected to by Plaintiff's Counsel)

Ans. Wherever he went to town, she did not say how much, for the purpose of buying groceries and to get whatever else he wanted.

objection Ques. 24<sup>n</sup> What kind of a humor did she appear to be in when talking to you about payments of money to her husband? (Question objected to as nonsense)

Ans. Spoke cross about it.

objection Ques. 25<sup>n</sup> Was it in a complaining manner? (Question objected to for the same reason, and as leading)

Ans. Yes Sir.

objection Ques. 26<sup>n</sup> Did you ever have any conversation with her in which she said anything about the disposition of her property? If so, you may state what she said (Objected to by Plaintiff's Counsel)

Ans. Yes Sir. She told me she had deeded one-half of her property to Mr. Scott his life time, so that the children could not throw him out, and it was to go back to Sam Downing when he, Mr. Scott, died.

Ques. 27<sup>n</sup> How often did you have conversation with her about this same matter?

Ans. Several times.

Ques. 28<sup>n</sup> What relation was this Samuel Downing to Mrs. Scott?

Ans. Her Grand-child, my brother son of James Lee.

Ques. 29<sup>n</sup> For whom was he named if you know?

Ans. For his Grandfather Downing, former husband of Mrs. Scott.

Ques. 30<sup>n</sup> Do you know whether Mrs. Scott could write, or read writing?

Ans. No Sir. She said she could not.

objection Ques. 31<sup>n</sup> What did Mrs. Scott tell you these articles were that Mr. Scott had that she called peddling things? (Question objected to as incompetent)

Ans. Salves, stockings, handkerchiefs & medicines.

Ques. 32<sup>n</sup> Do you know whether Christina Faust can read writing? If so state what you know about?

objection (Question objected to by Plaintiff's Counsel)

Ans. She can't read it very good I guess, for while I was there at Grandma's I took a letter down to her, and I

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gave it to her, and she handed it back and told me to read it, that she could not read very good.

Cross Examined.

Ques. 1" In any of the conversation which you have related between yourself and Mrs. Scott, was Mr. Scott present?

Ans. Yes Sir.

Ques. 2". State at what conversation he was present & where it was?

Ans. He was present at the conversation about the money of Mr. Main's, Mr. Silverwood's, Mr. Willey and the Scott boys. I don't recall any other when he was present. This was at Mrs. Scott's

Ques. 3" What did Scott say, if anything?

Ans. He did not say a word.

Ques. 4" She told you at that same conversation did she not, that the money she was giving him was to buy groceries, medicines, tobacco and such things as that?

Ans. No Sir. She did not say anything about it.

Ques. 5" Is it not a fact that she did give him money and that he did purchase such things as that, and bring them there to the house while you were there?

Ans. Yes Sir.

Objection Ques. 6" You didn't see any such things as pumping-jacks, bicycles, base-ball bats and things of that description that Scott had purchased about there?

(Question objected to by Defendants Counsel as being one of Keippl's class of nonsensical questions)

Ans. No Sir.

Ques. 7" In the language of Mrs. Scott which you claimed she used did you see any fool things around there that he had purchased with her money?

Ans. I do not know whether I did or not.

Ques. 8" Did Mrs. Scott tell you what the fool things were that he had purchased with her money?

Ans. No Sir.

Ques. 9" When you went there to do the washing for Mrs. Scott, it was a mere act of kindness on your part, for which Mr. Scott offered to pay you, and you refused to take it, Is not that a fact?

Ans. I don't remember of Mr. Scott offering to pay me. I went there because she was not able to do her washing

Ques. 10" Did you receive any pay for it, or make any charge for it?

Ans. Mr. Scott gave me a set of teaspoons. I did not

make any charge for it.

Ques. 11<sup>th</sup> When you went over to do her washing and found she was not at home, state what date that was as near as you can?

Ans. It was in June, 1889.

Ques. 12<sup>th</sup> At that time Mrs. Scott was able to go away from home and attend to her business, was she?

Ans. Yes Sir.

Ques. 13<sup>th</sup> Where did she go, and how did she go, and what girl did she get to come and do her work?

Ans. She went up to Maria Curtis, near Prospect, Marion County, Ohio, about 7 or 8 miles from the Scott farm. She went with Mr. Scott in the buggy. I do not know that she got the girl at that time. But she went after Mrs. Davis.

Ques. 14<sup>th</sup> Did you know of her going to other places after that time, if so state where and about how often?

Ans. She was over to our house after that. She was down to Margaret Howings.

Ques. 15<sup>th</sup> How long before her death did she quit going away from home altogether?

Ans. I cannot say. I think about two months.

Ques. 16<sup>th</sup> In speaking of the conversation you had with her in the presence of Mr. Scott, you say that she said she was afraid that she would not have money enough to last her through, Is it not a fact that Mrs. Scott was a very careful, prudent woman and slow to spend any money for anything that she did not think was actually necessary?

Ans. Yes, Sir.

Ques. 17<sup>th</sup> In that conversation with her you state that she handed over the notes that she held against different persons, and that you said that amounted to over seven hundred dollars, and that you thought that would last her through. The fact is, that amounted to \$800<sup>00</sup> dollars, did it not?

Ans. Yes Sir.

Objection Ques. 18<sup>th</sup> Mr. Scott's acts toward her had been such from your observation and knowledge in his treatment of her, that she could have no cause to believe that he would not use any or all of the money that was paid in on those notes to keep her and maintain her and provide all the necessaries for her, that her condition and circumstances required in case the money should come into his hands, Is that not a fact? (Question objected by Defendants Counsel)

Ans. I don't know.

Ques. 19<sup>th</sup> I will ask you if he was not kind to her and treated her well?

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Ans. No, I should judge not.

Ques. 20<sup>th</sup> State how he was unwell?

Ans. The last month while I was there he did not stay at home as I thought he ought, for as bad as she was. And our act was before she died, on Friday morning he went in to see her and did not go in again until two o'clock Saturday afternoon, she couldn't speak then.

Ques. 21<sup>st</sup> Who was there at that time besides Mr. Scott and your self?

Ans. Mary Cannon. She was working there. I was staying there because she, Mary Cannon would not stay there alone, as Mr. Scott was away and she would not stay there alone with Grandmother. When I went there to stay, she, Grandmother, made me promise that I should stay there until she died.

Ques. 22<sup>nd</sup> Mr. Scott was there and knew that you were waiting on his wife and attending to her wants, did he not, you and Mary Cannon?

Ans. Yes Sir.

Ques. 23<sup>rd</sup> Were you at the house after Mrs. Scott's death?

Ans. Yes Sir.

Ques. 24<sup>th</sup> And how long did you remain there?

Ans. I was there the day she lay a corpse and the day of the funeral.

Ques. 25<sup>th</sup> Did you remain at the house while she was taken to the cemetery?

Ans. No Sir.

Ques. 26<sup>th</sup> Was there any examination of the premises after her death, looking for any paper, or deed of any kind?

Ans. Not that I know of.

Ques. 27<sup>th</sup> Who was in the house or left in the house the day the funeral took place?

Ans. Mrs. Charles Blymer & Mrs. John Fraster. I do not know whether any others staid or not.

Ques. 28<sup>th</sup> How did Mr. Scott come to tell you that he had Mrs. Scott's pocket-book?

Ans. I went into the bedroom to see how Grandma was, and he up and told me that he had her pocket-book.

Ques. 29<sup>th</sup> You had not asked him anything about it had you, or Mrs. Scott either that you know of? State where she kept her pocket-book?

Ans. No Sir. She said and he said that she kept it in the machine drawer.

Ques. 30<sup>th</sup> Have you not seen it there yourself and know that she kept it there?

Ans. No Sir.

Ques. 31<sup>st</sup>. I will ask you, If Mr. Scott did not at the same time that he told you he had taken it, tell you that it was an unsafe place to keep it where there were so many going in and out?

Ans. No Sir.

Ques. 32<sup>nd</sup> Then he had no reason that you know of to tell you why he took it?

Ans. No Sir.

Ques. 33<sup>rd</sup> Did Mrs. Scott ever say anything to you in the conversations you had with her about her having made a will?

Ans. Yes Sir.

Ques. 34<sup>th</sup> When was that?

Ans. It was last Spring.

Ques. 35<sup>th</sup> Is not that the conversation in which she spoke of having made some provisions for your brother Sammy?

Ans. Yes Sir.

Ques. 36<sup>th</sup> I will ask you if she has not told you more than once that not any of her children should have any of her property except your father, and her husband's namesake Samuel?

Ans. Yes Sir.

Ques. 37<sup>th</sup> About when was the last time she told you that? How long before her death?

Ans. I cannot tell. I think about two months.

### Re-Examined

Ques. 1<sup>st</sup> In your answer to question thirteen of the Cross-Examination by Mr. Kipple, you say Mr. Scott did not treat his wife kindly and you instance one or two times in particular in which you say you thought he had not treated her as you thought he ought to have done, can you recall any other instance or acts of unkindness of Mr. Scotts toward his wife?

Ans. Yes Sir. Sunday morning he went down to Margaret Dornings to get a pair of socks darned, left 3 of us women there alone with her, she seemed as if she would die at any minute, we couldnt tell. I think he had ought to have been at home.

Ques. 2<sup>nd</sup> How soon did she die after that?

Ans. She died that Sunday Evening.

Ques. 3<sup>rd</sup> During the last month of her life while you were staying at their house what care and attention did Mr. Scott give his wife?

Ans. Not much of any.

Ques. 4<sup>th</sup> Who did the nursing and had the principal care of her during the last month of her life?

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Ans. myself & Mary Cannon.

Ques. 5" You say in your answer to a question put by Mr. Ripple in the cross-examination that you were at the funeral. Did you observe at the house before you went to the vault, any conduct by Mr. Scott which appeared to you as unkind or thoughtless or reckless toward his wife? (Question objected to as leading and incompetent by Plaintiff's counsel)

Ans. Yes Sir

Ques. 6" State what it was and what he did?

Ans. They sang a psalm at the house. Her stood up behind them and sang too. Instead of getting ready to go out to the funeral. The procession when they started with the coffin from the house to the hearse, could not find him anywhere. After they had got out to the road Mary Cannon went back and went around to the South side of the house and found him talking to some man there.

Ques. 7" Did you observe anything else after you had got to the vault or church? If so, state what it was?

Ans. When he got to church he got up while the preacher was preaching and told him to thank the neighbors and friends for their kind conduct and help. Her came home awful fast. Some of them asked him what he drove so fast for, and he said he was in a hurry.

Ques. 8" At the time you say you told Mrs. Scott that Scott said he had her pocket-book, what was the old lady's appearance and manner as to whether she was angry or excited or otherwise? (Question objected to as leading and incompetent)

Ans. She seemed to be angry about it.

Re-Cross-Examined

Ques. 1" Was Scott present at that time?

Ans. No Sir.

Ques. 2" When Mr. Scott drove home so rapidly from the funeral was he driving that \$400 dollar rig that counsel asked the witness yesterday, which was the older Scott or the horse?

Ans. Yes Sir.

Ques. 3" Why do you think it an act of impropriety or unkindness on the part of Mr. Scott when he asked the minister to thank the neighbors & friends for their kindness to his wife?

Ans. I thought he might have sat still until he got through preaching any how.

Ques. 4" You also thought it an act of impropriety on the part of Mr. Scott in joining in the singing at

the funeral? What were they signing?

Ans. I don't know.

Ques. 5<sup>th</sup> It was an appropriate hymn for the occasion was it not?

Ans. I have an idea it was.

Ques. 6<sup>th</sup> Is it not a fact that Mr. Scott was so broken down with the watching and care and anxiety about his wife, her sickness and death, that he hardly knew what he was doing and that he actually needed the assistance of somebody to take care of him and watch him and control him.

Ans. No Sir, not in my thoughts.

Ques. 7<sup>th</sup> Didn't you hear it so remarked at that time about the funeral by other people that were there?

Ans. No Sir.

Ques. 8<sup>th</sup> How do you account for his improprieties as you call them at the church and at the funeral and at the house, and on the way home from the funeral unless he was not in his right mind?

Ans. I do not account for them.

Ques. 9<sup>th</sup> Do you not know that as a matter of fact Mr. Scott was at home every night during the last sickness of his wife, and that the greater part of the time he did not take off his clothes, and that he answered the calls of his wife through the night; that he gave her medicine; and that he often assisted in dressing her face?

Ans. He was at home at night. I never heard tell of him taking off his clothes at any time. He did not answer the calls of his wife through the night. He did not give her medicine. I do not know of his assisting in dressing her face.

Ques. 10<sup>th</sup> Did you stay with Mrs. Scott every night, and all night for the last four weeks of her sickness?

Ans. I was not there every night.

Ques. 11<sup>th</sup> State how many nights during the last four weeks of her sickness were you away from there and did not stay with her?

Ans. I don't remember, I didn't miss over six nights at the outside.

Ques. 12<sup>th</sup> How many nights during that 4 weeks did you stay at Mr. Scotts in which you went to bed and went out else did the watching with Mrs. Scott and the waiting on her?

Ans. Well I don't know. I was up most every night part of the night. I was never up but two nights all some of the neighbors, or else Pa or Ma.

Ques. 13<sup>th</sup> When you went to bed did you sleep in the same room where Mrs. Scott lay or in some other room?

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If so, state what part of the house it was in.

Ans. I slept in the room right by the side of where she lay, with the door open so I could see where she lay.

Ques. 14<sup>th</sup> Where did Mr. Scott lie down with his clothes on?

Ans. In the kitchen.

Ques. 15<sup>th</sup> What did he lie on?

Ans. Couch.

Ques. 16<sup>th</sup> Is there a door from the kitchen into the room where Mrs. Scott lay?

Ans. It does not go directly into the room. It goes into the sitting room and from the sitting room to where she lay.

Ques. 17<sup>th</sup> Now if you were away six nights of the last 4 weeks of Mrs. Scotts sickness and not at the house at all at night and was only up a portion of the time the other part of the four weeks, and went to bed and slept with the exception of two nights that you staid up all night, how can you state upon your oath that Mr. Scott did not give attention to the calls of his wife or give her medicine or dress her face, unless you were depending upon what somebody else told you? (Question objected to by Defendants Counsel)

Ans. What time I was there he went to bed. I waked up when ever she said anything. I never went away unless I had some one to stay there that night. I can't answer the rest of it.

Ques. 18<sup>th</sup> How long were you examined about this case this morning before you went on the witness stand? (Question objected to by Defendants Counsel)

Ans. I don't know.

Ques. 19<sup>th</sup> Were you not examined about an hour? (Question objected to by Defendants Counsel)

Ans. I don't know.

Ques. 20<sup>th</sup> Why don't you know. Have you forgotten?

Ans. I guess I never knew.

Margaret M. Downing

The State of Ohio.

Delaware County, ss

I, B. F. Freshwater, a Notary Public in and for the County and State above named, duly commissioned and qualified, do hereby certify that the above named Leonisa Fraster, J. O. Roberts, Margaret Downing, Ellen Willey, Samuel Willey, Adaline Schneck, Mary E. Downing & Margaret M. Downing was by me first severally sworn to testify the truth, the whole truth, and nothing but the truth, and that the deposition by each of them subscribed as above set forth were reduced to writing

by me respectively, in my presence, and was continued from day to day as in said deposition set forth, that said deposition were taken at the time and place agreed upon by the parties hereto, and that I am not Counsel Attorney or relative of either party, or otherwise interested in the result of this suit.

In testimony whereof, I have hereunto set my hand and official seal this 4<sup>th</sup> day of June, 1890.

*Seal*

B. F. Freshwater, Notary Public  
in and for Delaware County, Ohio.

Cost Bill - Writing & certifying depositions at .10 per 100 words \$20.34  
Subpoena of witnesses (2) 1.00  
Swearing witnesses, 4 cents each .32  
Postage and other necessary expense .34  
\$22.00

Witness Mrs. Louisa Fraster	6 mi.	\$1.35
J. O. Roberts	6 mi	\$1.35
Margaret Downing	6 mi.	\$1.35
Ellen Willey	8 mi.	\$1.05
Samuel Willey	3 mi	\$1.05
Adaline Schuck	10 mi	\$1.75
Mary C. Downing	6 mi. 2 days.	\$2.10
Margaret M. Downing	6 mi. 2 days.	\$2.10
Total Cost of taking depositions		\$34.10
		\$12.10

Received of James Downing, Exec. one of defendants the sum of \$34.10, amount in full of my fee, as above specified, and also in full of witness fee.

*Seal*

B. F. Freshwater,  
Notary Public

Exhibit

"M." Depositions of sundry witnesses taken before me, a Notary Public in and for the County of Franklin, State of Ohio, in a cause pending in the Court of Common Pleas of Union County, State of Ohio, wherein James Scott is plaintiff and O. M. Scott & Bro. et al are defendants, taken on the behalf of the defendants by consent of parties.

Present on behalf of the plaintiff, J. Ripple.

Present on behalf of the defendants, J. R. Dytte.

1. Ques. (By Mr. Dytte.) State your name, age and place of residence and occupation?

Ans. H. Gorsline, thirty-eight, residence 1118, North High Street Columbus, Ohio. Occupation, a Physician.

2. Ques. How long have you been in the practice of medicine?

Ans. Sixteen years.

3. Ques. And where are you practicing now?

Ans. At the Penitentiary-- Physician.

4. Ques. Where did you live and what was your business during the summer of 1889?

Ans. Radnor, Delaware County, practicing physician.

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5. Ques. Were you acquainted with James Scott, plaintiff in this case?  
 Ans. Yes Sir.
6. Ques. Have you ever practiced in the family of Mr. Scott?  
 Ans. Yes Sir.
7. Ques. You may state as nearly as you can the date when you began practicing in his family and who you treated?  
 Ans. About the 2<sup>d</sup> of July, August or September. I treated his wife.
8. Ques. How long did you treat Mrs. Scott?  
 Ans. I treated her up to the time of her death.
9. Ques. What was her physical condition when you began to treat her?  
 Ans. Poor.
10. Ques. What was the nature of the disease?  
 Ans. Cancer, or Epithelioma of the face.
11. Ques. How frequently did you see her from the time you began first to treat her up until the time of her death?  
 Ans. Almost daily.
12. Ques. Did you have any conversation with Mrs. Scott in reference to the expense of what it would cost her to have you visit her and treat her? (Objected to by Counsel for Plaintiff)  
 Ans. O yes, often.
13. Ques. Did you tell her what it would cost her to have you see her and treat her for the cancer each trip?  
 Ans. Yes Sir. (Objected to as incompetent.)
14. Ques. Did you have any conversation with Mrs. Scott in the presence of her husband in reference to this treatment? (Objected to as incompetent)  
 Ans. Yes Sir.
15. Ques. Can you now refresh your memory from data in your presence and fix the date when you first began to treat Mrs. Scott?  
 Ans. 22<sup>d</sup> day of July.
16. Ques. Did you have any conversation with Mr. Scott in reference to your treatment of his wife and did you ever tell him what the expense would be for your daily visits. (Objected to.)  
 Ans. Yes Sir.
17. Ques. How much did you tell Mr. Scott your daily visits would cost with the treatment?  
 Ans. Five dollars. (Objected to)
18. Ques. Did you tell Mrs. Scott in the presence of her husband what would be the cost of your daily visits and treatment? (Objected to)  
 Ans. Yes Sir.
19. Ques. You may state what she said about it as nearly as you can recollect? (Objected to)

Ans. She said that it was no matter what the expense would be, that if I didn't come every day she would get some out that would. I then told her that she might live four months, and it would take all the cash she had, and then she counted up what it would cost, and explained where her money was.

20<sup>th</sup> Ques. Did she say to you how much money she had or notes?

Ans. Yes Sir.

21<sup>st</sup> Ques. You may state as nearly as you can what she said she had? (Objected to)

Ans. She said she had five hundred dollars at Marysville with good security, and two hundred on the state road, and one hundred & fifty at Silverwood and other moneys on Willy and other parties that I cannot remember, and that would pay my bill if she lived seven months.

22<sup>nd</sup> Ques. What care and attention and treatment did Mrs. Scott require from the time you began to treat her up until the time of her death.

Ans. The time required daily to dress the cancer was from two to four hours with disinfectant, corrosive sublimate with a syringe, one or two patent buckets of water, and dressings with iodiform.

23<sup>rd</sup> Ques. Did this cancer require this daily treatment and dressing?

Ans. As a sanitary measure to prolong life and for the comfort of all in the family it did.

24<sup>th</sup> Ques. Did you have any conversation in reference to this treatment with James Scott, the plaintiff at the time?

Ans. Almost daily.

25<sup>th</sup> Ques. What did Mr. Scott say, if anything, in reference to your treatment of his wife, and the cost and expense of the same? (Objected to.)

Ans. Her thought once a week would be sufficient, it would cost so much.

26<sup>th</sup> Ques. Did Mrs. Scott tell you in the presence of her husband that she desired you to visit her daily.

Objected Ans. Yes Sir. (Objected to, first because it is incompetent second because it was a communication made by the patient to her physician in that relation)

27<sup>th</sup> Ques. Did Mr. and Mrs. Scott ever at any time have in your presence any controversy in reference to your visiting her daily as she requested? (Objected to same as above.)

Ans. Yes Sir.

28<sup>th</sup> Ques. How frequently did you see Mr. Scott from the 22<sup>nd</sup> of May or July, 1889, the time you began to treat his wife up until the day of her death?

Ans. Almost daily.

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39<sup>th</sup> Ques.

Objected of the  
Ans.



29<sup>th</sup> Ques. What conversation if any, did you ever have with Mr. Scott in reference to Mrs. Scotts property?

Objection (Objected to as incompetent.)

Ans. Very frequent conversations about the property.

30<sup>th</sup> Ques. You may state what he said if anything, about it.

Ans. He often told me that he thought he was not getting enough of the property for the trouble she had been to him, and wanted me to ask his wife if she would not make over some more of the property to him.

31<sup>st</sup> Ques. Did he mention any particular property he desired his wife to make over to him?

Ans. The notes on the state road, and the cattle and hogs and household furniture and the grain.

32<sup>nd</sup> Ques. What did you say to Mr. Scott when he made these repeated requests to you in reference to the

Objection property? (Objected to)

Ans. Told him I would not dare do that, as all of the children employed me, and would get their ill will.

33<sup>rd</sup> Ques. What did Mr. Scott say in answer to that?

Objection (Objected to)

Ans. Insisted repeatedly, daily for weeks that I should ask her quietly and see how she thought about it. Told him I would, but put him off as often as I possibly could.

34<sup>th</sup> Ques. Did you ever speak to the old lady about it, if so when and what did she say?

Objection (Objected to)

Ans. I did, can not give the date. She said she had give him as much property as she expected to before they were married, and would see him in Halifax before he would get any more, and told her that was all then, that I would say no more about it.

35<sup>th</sup> Ques. What was her appearance and manner when you told her what he had requested.

Objection (Objected to)

Ans. She became angry and excited.

36<sup>th</sup> Ques. What help did Mrs. Scott have during the time you were treating her, I refer to nurses?

Objection (Objected to)

Ans. She had a hired woman, an elderly lady the first two weeks, the remainder of the time a hired girl.

37<sup>th</sup> Ques. Did they have any trouble about keeping help?

Objection (Objected to.)

Ans. Yes Sir.

38<sup>th</sup> Ques. You may state if you know what caused the trouble

Objection (Objected to)

Ans. All I know is what the hired girl would tell me, that the old gentleman said she cost too much.

Objection (Answer objected to.)

39<sup>th</sup> Ques. Did Mr. Scott ever complain to you about the expense of the hired girl?

Objection (Objected to)

Ans. Yes.

40<sup>Q</sup> Durs. what did he say about it? (Objected to.)  
 40<sup>A</sup> Ans. Complained to me often of that expense and all other expenses.

41<sup>Q</sup> Durs. did you ever hear any controversy between Mr. Scott, and the girl in reference to her wages? (Objected to)  
 41<sup>A</sup> Ans. Yes Sir.

42<sup>Q</sup> Durs. what was Mr. Scotts appearance and manner during the time, or at any time when you heard this controversy between him and the girl? (Objected to)  
 42<sup>A</sup> Ans. Excited and complaining of costs and inefficiency that he could do the work himself.

43<sup>Q</sup> Durs. did Mr. Scott at that time or at any other time while you were visiting his wife, appear to be under the influence of intoxicating liquors? (Durs. objected to)  
 43<sup>A</sup> Ans. I do not know about that question. Explain it a little more.

44<sup>Q</sup> Durs. did Mr Scott to your knowledge during that time have liquor in the jug?  
 44<sup>A</sup> Ans. Yes Sir.

45<sup>Q</sup> Durs. From his appearance could you tell whether he was under the influence of liquor at any time when you were there? (Objected to.)  
 45<sup>A</sup> Ans. Not from appearance.

46<sup>Q</sup> Durs. From his conversation and his acts, what was your opinion as to whether he was under the influence of liquor at any time? (Objected to as leading and incompetent)

(The above question is withdrawn.)

Cross-Examination

1<sup>Q</sup> Durs. Here is your answer to the 21<sup>st</sup> Question. You stated that you said she had five hundred dollars at Marysville with good security, and two hundred on the state road and one hundred and fifty at Silverwood and other money on Willie and other parties, will you state the date of that conversation.  
 1<sup>A</sup> Ans. I cannot remember the date.

2<sup>Q</sup> Durs. Can you remember whether or not any one was present except yourself and herself?  
 2<sup>A</sup> Ans. I do not believe I can remember who, but some of the neighbors were there, possibly the hired girl.

3<sup>Q</sup> Durs. Can you state whether or not Mr. Scott was present at that conversation?  
 3<sup>A</sup> Ans. He was not.

4<sup>Q</sup> Durs. In your answer to the 22<sup>nd</sup> Question as to what care and attention and treatment did Mrs. Scott require from the time you began to treat her up until the time of her death, you say, time required daily to dress the cancer was from two to four hours, with disinfectants

Objection

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And in answer to the 23<sup>rd</sup> question did this cancer require this daily treatment and dressing, you say that as a sanitary measure to prolong life and for comfort of all in the family it did. If you were not there daily yourself, do you know who used this treatment, this daily treatment?

Ans. No one

5<sup>th</sup> Ques. How can you answer that if you were not there?

Ans. By the evidence the following day.

6<sup>th</sup> Ques. But is it not a fact that you were not there daily from the 22<sup>nd</sup> of July, 1859 to the 10<sup>th</sup> day of November, 1859?

Ans. Yes Sir, that is the fact, I was not there daily.

7<sup>th</sup> Ques. Then if this treatment was necessary to prolong her life and as a sanitary measure for the other members of the family, why was the daily treatment not given?

Ans. Simply because she could get along and spare me some of those days.

8<sup>th</sup> Ques. Does the bill that you made out for your services and presented to the executor for payment show that you were not there to treat her from the 22<sup>nd</sup> of July until the 26<sup>th</sup> of July, and from the 28<sup>th</sup> of July to the 30<sup>th</sup> of July, and from the 30<sup>th</sup> of July to the 1<sup>st</sup> of August, and from the 1<sup>st</sup> of August to the 3<sup>rd</sup> of August, and from the 3<sup>rd</sup> to the 5<sup>th</sup> and from the 5<sup>th</sup> to the 7<sup>th</sup>, and from the 12<sup>th</sup> to the 14<sup>th</sup> and from the 14<sup>th</sup> to the 16<sup>th</sup>, and from the 16<sup>th</sup> to the 18<sup>th</sup> and from the 19<sup>th</sup> to the 21<sup>st</sup>, and from the 21<sup>st</sup> to the 25<sup>th</sup>, and from the 25<sup>th</sup> to the 27<sup>th</sup> and from the 27<sup>th</sup> to the 31<sup>st</sup> of August, and from the 1<sup>st</sup> of September till the 4<sup>th</sup> of September and from the 5<sup>th</sup> to the 8<sup>th</sup>, and from the 8<sup>th</sup> to the 11<sup>th</sup> and from the 11<sup>th</sup> to the 15<sup>th</sup>, and from the 15<sup>th</sup> to the 20<sup>th</sup> and from the 20<sup>th</sup> to the 23<sup>rd</sup> <sup>24<sup>th</sup></sup> from the 23<sup>rd</sup> to the 27<sup>th</sup> <sup>28<sup>th</sup></sup> from the 27<sup>th</sup> to the 29<sup>th</sup> of September, and from the 29<sup>th</sup> of September to October 1<sup>st</sup>, and from October 1<sup>st</sup> to October 5<sup>th</sup> and from the 5<sup>th</sup> to the 7<sup>th</sup> and from the 7<sup>th</sup> to the 9<sup>th</sup> <sup>10<sup>th</sup></sup> from the 9<sup>th</sup> to the 11<sup>th</sup>, and from the 13<sup>th</sup> to the 15<sup>th</sup>, and from the 16<sup>th</sup> to the 18<sup>th</sup>, and from the 18<sup>th</sup> to the 20<sup>th</sup> <sup>21<sup>st</sup></sup> from the 20<sup>th</sup> to the 22<sup>nd</sup> <sup>23<sup>rd</sup></sup> from the 22<sup>nd</sup> to the 24<sup>th</sup> and from the 24<sup>th</sup> to the 26<sup>th</sup>, and from the 4<sup>th</sup> of November to the 6<sup>th</sup> of November, and from the 6<sup>th</sup> to the 8<sup>th</sup> and from the 8<sup>th</sup> to the 10<sup>th</sup>?

Ans. Yes Sir.

9<sup>th</sup> Ques. How is it possible then for you to state that in these longer intervals that you were absent and didn't treat her that she was not treated and the cancer dressed as a daily requirement by Mr. Scott himself? (Objected to on the ground that the question is argumentative.)

Objection

Ans. Simply because he has not the medical capacity for doing such work.

10<sup>th</sup> Ques. Unless then she had medical attendance in dressing her face it would be detrimental to her life or length of life and to the health of the family would it not?

Ans. Yes Sir, length of life.

11<sup>th</sup> Ques. I will ask you to state if it was not a very offensive and loathsome disease, and one that created a very offensive smell in the house where she was?

Ans. Yes Sir.

12<sup>th</sup> Ques. Did you not advise Mr. Scott to not be about or near her more than he could possibly help on account of the disease, and the danger of his being infected by it?

Ans. Yes, at one time. The reason was that he would give medicine wrongfully and danger of laying her out, by giving narcotics that was not prescribed, stupifying the patient that would require hyperdermic injection of antidote to overcome the opium that was wrongfully given.

13<sup>th</sup> Ques. Did you have medicines there to be given her while you were absent?

Ans. Yes Sir.

14<sup>th</sup> Ques. Did you give her opium and morphine as medicine, and if so how long did you continue to do so after you began to give it?

Ans. Dover's powder, the last two weeks of illness.

15<sup>th</sup> Ques. Did you at any time give her morphine or opium except what might be in Dover's powder?

Ans. No Sir, not previous to the last ten days of illness.

16<sup>th</sup> Ques. Did you after the last ten days of her illness to relieve her pain or otherwise?

Ans. Dover's powder.

17<sup>th</sup> Ques. Did you at any time after or before the last ten days of her illness give her opium or morphine?

Ans. No Sir, except Dover's powder.

18<sup>th</sup> Ques. Did you ever give her any other medicine of the nature of opium or morphine?

Ans. Bromide and chloral I did give.

19<sup>th</sup> Ques. And because you were afraid that Mr. Scott would make a mistake in giving the wrong medicine or too much of it, you requested him not to attend to her, is that a fact?

Ans. Yes Sir.

20<sup>th</sup> Ques. Can you state any of the conversation you had with Mrs. Scott about her property or money where Mr. Scott was present or heard the conversation?

Ans. None, except regard to fees.

21<sup>st</sup> Ques. On the bill that you have presented to the executor

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for your fees there is credit of a payment by Mr. Scott of twenty dollars, will you state when that payment was made?

Ans. One hour after death of Mrs. Scott.

22<sup>nd</sup> Ques. How is the total amount of your bill now paid?

Ans. It was all paid but \$26<sup>00</sup> when I left home over a month ago.

23<sup>rd</sup> Ques. Who made the payment on the bill besides the payment of \$20<sup>00</sup> made by Mr. Scott?

Ans. James Downing, the executor of Mrs. Scott.

24<sup>th</sup> Ques. Did you or not before the death of Mrs. Scott, and after your bill had run up to a considerable extent, urge Mr. Scott to collect and pay you at least part of your bill?

Ans. I did.

25<sup>th</sup> Ques. And do you know that he made an effort to do so?

Ans. I don't know.

26<sup>th</sup> Ques. Do you know that Mrs. Scott requested him to go and see Silverwood and Willie to get some money to pay on your bill?

Ans. I don't only he told me so.

27<sup>th</sup> Ques. How long was that before Mrs. Scott's death?

Ans. Well it was quite often the last two months of her sickness.

28<sup>th</sup> Ques. I will ask you if Mrs. Scott was not a strong minded, independent kind of woman. A woman that was likely to have her own way about things and so continued until within a few weeks before her death?

Ans. She was.

29<sup>th</sup> Ques. I will ask you if she did not remain clear in her mind up to within about four days of her death?

Objection Within the time you knew her? (Objected to)

Ans. She did.

30<sup>th</sup> Ques. Is the account that you made out for your services and fees for and doing the sickness of Mrs. Scott before you today and have you examined it in giving answers to the questions they have been asked you about it, and the times of your visits? And will you attach the account or a copy of it to your deposition?

Ans. Yes Sir.

Re-direct

Ques. Is not the account referred to the account prepared by you of your services in attendance upon Mrs. Scott copied by you from your book of entries of services rendered at the time?

Ans. Yes Sir.

Ques. You state that Mrs. Scott said to you in speaking of her money that she had five hundred dollars at Mansville with good security did she state who the note

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Objection was on, and if so state what she said? (Objected to as leading and of cross-examining their own witness and incompetent.)

Ans. She did and said it was on Scott's sons.

Ques. I will ask you if you now remember whether Mr. Downings daughter, Margaret M. Downing was present or not at this conversation you had with Mrs. Scott about her husband? (Objected to as leading & incompetent)

Ans. I cannot be positive as the Downing girl was there during the last two months of Aunt Peggy's sickness but I think that it was Maggie that was present, or the hired girl, or both, cannot be positive, am not sure.

Ques. Have you any information or knowledge as to whether or not Mrs. Scott's face or cancer was dressed by any one other than yourself, after you commenced treating her, if so state what you know about it?

Objection (Objected to as being leading and in chief & incompetent.)

Ans. Yes it was dressed when I was not there by the hired girl and mostly by Maggie Downing the last two months of Aunt Peggy's sickness when I was not there, dry dressing.

Ques. From whom did you obtain this information?

Ans. From Aunt Peggy, the hired girl and Maggie Downing and by the condition of the cancer and of the dressing

Objection and clothes of dressing. (Objected to because it is hearsay and otherwise incompetent.)

Ques. I will ask you as a matter of fact if Mr. Scott did not give medicines to his wife when she was sick that you had not prescribed? If so state what you know about it and from whom you obtained the information?

Objection (Objected to as leading, incompetent.)

Ans. By my medical experience and observation and the results of conditions existing at the time, he did.

Ques. What was the medicine that he gave if you know that you had not prescribed?

Ans. From the condition that I found her in I would pronounce opium narcosis and proceeded with the antidotes to overcome the stupor.

Ques. What information have you and from whom as to who administered to Mrs. Scott the medicine?

Objection (Objected to as leading and incompetent.)

Ans. None except the condition existing from the symptoms when I arrived, and the information given me by the hired girl and Maggie Downing, and Maggie Downing's mother.

Objection (Answer objected to as incompetent & hearsay)

Ques. Who did these persons say administered the medicine?

Objection (Objected to for the same reason)

Ans. Mr. Scott.

Ques. Did you obtain information from Mr. Scott about the

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Objection matter that he had given the medicine? (Objected to)  
 Ans. He said he had only gave her one dose of my medicine. I took him to task each time of this kind of trouble, and told him to not give her any more medicine of any kind, to go in her room to see her after her from this out, that if he did that he would get into trouble and for him to surrender up all treatment and all care about waiting on her.

Objection Durs. Why did you tell him that? (Objected to)

Ans. For Aunt Peggy's welfare and my own reputation.

Durs. What was he doing in the way of administering medicines and caring for her that you objected to. Please state fully.

Ans. He would sleep in the same room with Aunt Peggy and give her water through the night and medicine occasionally.

Durs. Did he give any medicine to his wife that you had not prescribed and what was it that brought about these bad spells of Mrs. Scott that you have spoken to. Tell all you know about it.

Ans. I can only answer from my medical experience and the conditions and medical evidence that I would find existing on my arrival.

Durs. You have stated that Mr. Scott frequently asked you to ask his wife to dead him more properly. State about how many times this occurred? (Objected to as leading and in chief and as incompetent)

Ans. I could not say how many times but a great many times.

Durs. You were asked about the old lady's mind by Mr. Kipple. You may state what you observed, as to whether she was a woman of strong like and dislike?

Ans. She was.

Durs. You may state what you observed as to whether she was a woman who used strong and inhuman language when she was provoked or out of humor. State what you observed as to that.

Ans. She did regardless of pity.

Durs. Was she not also petulant and changeable full of whims? (Objected to as leading)

Ans. She was.

Durs. I will ask you if she would not at times when angry and out of humor with some person in a very short time thereafter seem to be on good terms and very kindly disposed to the same person? (Objected to as leading & incompetent)

Ans. Yes Sir.

Durs. I will ask you if you were present at the funeral services at the house of Mrs. Scott.

Ans. No Sir.

Ques. Were you at the services at the Church?

Ans. No Sir.

Ques. I will ask you if at the time you had conversation with Mrs Scott in which you told her that your trips of five dollars a trip would use up all she had, to state what she said to you in reply?

Ans. She said she knew her own business and that she could count figures as well as me and she would have enough to pay all expenses if she lived seven months and then will be to tell about her money.

Ques. I will ask you if upon reflection you do not recall that she said to you she didn't care if it used up all her property? (Objected to.)

Ans. She said that many times.

#### Re-Cross-Examination

Ques. I will ask you what was the state and condition of Mr. Scott's memory during the sickness of his wife and up to the time of her death?

Ans. Very poor on daily occurrences, but extraordinary good forty to sixty years ago.

Ques. What was age about?

Ans. Eighty-four I think.

Ques. In your re-examination you were asked as a matter of fact if Mr. Scott did not give medicine to his wife when she was sick that you had not prescribed, and your answer is, by my medical experience and observation and the result of conditions existing at the time he did. How could your medical experience and observation or and the result of conditions existing at the time determine in your mind whether the medicine was given by Scott or Maggie or the hired girl or administered by herself? (Objected to on the ground that the same is argumentative and incompetent.)

Answer. This question asked now has no reference as I understand for the time of the narcosis, but has reference to previous to that when Mr. Scott gave and Peggy many different kinds of medicine contrary to what I prescribed.

Ques. The question that I have asked you is a quotation from the second question on the 14<sup>th</sup> page of your re-examination, will you now state from any medical knowledge you have without reference to what any persons told you, whether you can tell whether it was Mrs. Scott, or Mr. Scott or the hired girl or Maggie blowing that gave the medicine?

Ques. Is it not a fact that the only reasons that you had for giving Mrs. Scott the directions not to give medicine was because of his age and want of memory and that

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you were afraid that he would give her the wrong medicine or too much of it and cause trouble?

Ans. It was because I had no faith in his ability to give any medicine and that I had already had trouble by his interference.

Ques. Do you know whether or not Mrs. Scott ordered medicine herself that you had not prescribed?

Ans. I do not.

Ques. Do you know as a matter of fact whether or not she had been taking some medicine as narcotics for a long time before and after you commenced her treatment?

Ans. Not that I know of.

Ques. Do you know whether or not she sent for medicines to town such as you had not prescribed or her?

Ans. Not that I know of.

Ques. Did you see any medicines there at the house that you had not prescribed?

Ans. Yes Sir.

Ques. What was it?

Ans. Patent medicines that I didn't examine carefully.

Ques. Do you know who sent them or who got them or who paid for them?

Ans. I do not.

Ques. Can you remember any of the names of the patent medicines?

Ans. Parma, Sown Barks, and I believe that is all I can think of. There was half a drugstore there.

Ques. About the time you were telling the old lady as to what your trips would cost and she said she knew her own business, and that she could count figures as well as you, and she would have enough to pay all expenses if she lived seven months, is it not a fact that at that time she was living on and owned a farm or the half of the farm of forty-five acres of land with a house and other buildings on it?

Ans. That I do not know.

Ques. Do you not know she was living on a farm?

Ans. I know she was living on a farm, certainly, but do not know that she owned it.

Ques. Do you know that she did not own it?

Ans. No Sir.

V. B. Gosline.

Exhibit "A" Radnor, December, 9<sup>th</sup>, 1889, Delaware County, Ohio.  
 Mrs. Margaret E. Scott  
 To W. H. Gosline M.D.

Month	Day	Description	Amount
July	19	To medicine husbands towels office	50
"	22	" call <sup>2/4</sup> examination of face	1 50
"	26	" visit <sup>2/4</sup> dressing face <sup>2/4</sup> medicine	5 00
"	27	" " " " " " " "	5 00
"	28	" " " " " " " "	5 00
"	30	" " " " " " " "	5 00
August	1	" " " " " " " "	5 00
"	3	" " " " " " " "	5 00
"	5	" " " " " " " "	5 00
"	7	" " " " " " " "	5 00
"		" Iodoform office <sup>2/4</sup> morphine	75
"	8	" Visit <sup>2/4</sup> dressing face <sup>2/4</sup> medicine	5 00
"	9	" " " " " " " "	5 00
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"	25	" " " " " " " "	5 00
"	27	" " " " " " " "	5 00
"	31	" " " " " " " "	5 00
September	1	" Our household syringe <sup>2/4</sup> tube	1 25
"	4	" Visit	5 00
"	5	" Bottle Iodoform <sup>75</sup> <sup>2/4</sup> flax seed <sup>25</sup>	1 00
"	8	" Visit <sup>2/4</sup> dressing face <sup>2/4</sup> medicine	5 00
"	11	" " " " " " " "	5 00
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"	16	" Iodoform <sup>2/4</sup> morphine office	75
"	18	" Visit	5 00
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October	24	To Visit " " " "	5 00
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November	1	" Visit " " " "	5 00
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		" midnight & dressing face with	5 00
			<u>276 75</u>
		Credit by Mr. Scott	20 00
			<u>256 75</u>
December	14	Received of Janus Downing Elec.	130 00
			<u>126 75</u>

The State of Ohio,  
Franklin County ss

I, Robert L. Gilliam, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, do hereby certify that the above named V. H. Gorsline was by me first severally sworn to testify the truth, the whole truth, and nothing but the truth and that the deposition by him subscribed as above set forth was reduced to writing by me and, also, so written in the presence of the witnesses aforesaid subscribed, by the said witness in my presence, and was taken by consent of parties.

I do further certify, that I am not Counsel, Attorney or relative of either party, or otherwise interested in the result of this suit.

In witness whereof, I have hereunto set my hand and seal of office this 4<sup>th</sup> day of June, A. D. 1890.

Robert L. Gilliam Notary Public  
Franklin County, Ohio

Cost Bill.- Writing Deposition & Certificate at 10 per 100 words	\$ 8.00
Swearing Witnesses	.04
Postage	16
Witness Fee.	\$ 8.20
V. H. Gorsline.	\$ 1.05
Total Cost of Deposition	<u>\$ 9.25</u>

Received of J. R. Leyler, the sum of \$9.<sup>25</sup> in full of my fees as above specified.  
J. R. Leyler.

The witness fees were paid by  
Robert L. Gilliam Notary Public  
Franklin County Ohio

Exhibit  
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depositions taken before Mr. B. F. Kreshwater, a Notary Public within and for the County of Delaware in the State of Ohio, by consent and agreement of parties hereto on the 17<sup>th</sup> day of June, 1890, to be read in evidence on behalf of the Defendants, in an action pending in the Court of Common Pleas in and for Union County, in the State of Ohio, in which James Scott is plaintiff and Chas. Scott & Others are Defendants.

Present: J. Kipple, on behalf of the Plaintiff &  
J. R. Lytle & J. S. Gill, on behalf of the Defendants

Charles Ashbrook, of lawful age, being by me first duly sworn, as heretofore certified, deposes and says as follows:

- 1<sup>st</sup> Q. By Defendants Counsel: State your name, age, occupation & place of residence.  
A. My name is Charles Ashbrook. I am 32 years of age, I am a farmer by occupation, and I reside in Troy Township, Delaware County, Ohio.
- 2<sup>nd</sup> Q. Are you acquainted with the plaintiff in this case James Scott? If so how long have you known him.  
A. Yes Sir, about 3 years perhaps.
- 3<sup>rd</sup> Q. Were you acquainted with his wife Margaret Scott?  
A. Yes Sir, she was my mother-in-law.
- 4<sup>th</sup> Q. Did you have any conversation with Mrs. Scott in the summer of 1889 at her gate in front of her house? If so you may state the conversation & who was present.  
(Mrs. objected to as incompetent) by Plf Counsel.  
A. Yes Sir. There was nobody present but Mr. Scott. When I came down the road the old lady came out to the gate. She wanted to know if either, my wife, would not come and do some washing for her. I told her of course if she needed any washing she could come. Old Mr. Scott spoke up and said it would not do for it would just raise a disturbance.
- 5<sup>th</sup> Q. Prior to Scotts intermarriage with your mother-in-law, were you and your wife on good terms with the old lady?  
A. Yes Sir.
- 6<sup>th</sup> Q. Did she visit at your house, get butter & milk at your house and were you neighborly? (Question objected to by Plf's Counsel as leading)  
A. Yes Sir.
- 7<sup>th</sup> Q. At the time of their intermarriage did you have any of your stock on her farm in pasture? If so what stock, and how did you settle with the old lady for the pasture? (Mrs. objected to by Plf's Counsel as incompetent).  
A. Yes Sir, I had a cow there. She told me to bring

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the cow up and turn her into the pasture, and give her some butter and milk for the pasture.

8<sup>Q</sup> How long after their marriage did the cow remain in the pasture? (Question objected to by Plff's Counsel)

9<sup>Q</sup> When and how was she turned out? (Question objected to by Plff's Counsel.)

10<sup>Q</sup> Did you know up to the time that she was turned into the road that there was any objection to her remaining in the pasture on your mother-in-law farm? (Question objected to)

11<sup>Q</sup> Did you have any conversation with Mr. Scott shortly before the old lady's death in reference to the note in controversy in this case? If so, state when and where the conversation took place, and who, if any one was present? (Question objected to by Plff's Counsel)

A. Yes Sir. I think it was the Sunday before the old lady died. I saw the old gentleman in the corn field husking corn. I went over to him and asked him how the old lady was getting along and he said she was very poorly and he didn't see why the children did not come in to see her. I told him I supposed it was because he had got all of her property away from her. He said he didn't want only a living of her property; that he didn't want a dollar of it. I told him that he had half of the farm deeded to him, and his sons had a five hundred dollar note down there and she would not have money enough to pay her expenses when she was dead. He said those five hundred dollars belonged to the old lady, and it was coming back at her death to pay up expenses. We were alone in the field.

12<sup>Q</sup> Did you say in that conversation anything about the old lady having other notes? (Question objected to by Plff's Counsel)

13<sup>Q</sup> What other notes were mentioned? (Question objected to by Plff's Counsel)

14<sup>Q</sup> Did you have any other conversation with Mr. Scott in reference to this matter? If so when? (Question objected to by Plff's Counsel)

A. I don't think I had any other conversation with him

A. Yes Sir.

A. There was about \$300<sup>00</sup> he said over at Maine. He said that the \$300<sup>00</sup> over there and the \$500<sup>00</sup> that she had down at her sons would pay up the debt.

A. I don't think I had any other conversation with him

A. I don't think I had any other conversation with him

A. I don't think I had any other conversation with him

A. I don't think I had any other conversation with him

A. I don't think I had any other conversation with him

- 13 Q. Were you at Mr. Scott's house after you had the conversation just related by you? If so when was it and what occurred? (Durs. objected to by Plff's Counsel)
- Objection A. I think it was on Thursday I was there before she died. I told him I came up to see the old lady. He told me that I couldn't see the old lady, that I had just come there to raise a disturbance. He got up and closed the door that went into her room. He acted so spiteful and overbearing that I got up and came home.
- 14 Q. Did you go back to see the old lady any time after that prior to her death? (Durs. objected to by Plff's Counsel)
- Objection A. Yes Sir. I went back when she was dying.
- 15 Q. What if anything occurred at that time? (Objection)
- Objection A. I heard him tell Jim Downing, there is that fellow I ordered out the other day. I am going to make him go home now. Jim Downing told him to keep his mouth shut and leave me alone.
- 16 Q. Had you at that time been sent for to go and be present at the old lady's death? (Durs. objected to by Plff's Counsel)
- Objection A. Yes Sir. Pierce <sup>2d</sup> Charles Curtis came after me that morning that she died, told me that the old lady was dying, and wanted me and my wife to come up. I told them I had been there just a few days before, that the old man had ordered me out and that I wouldn't go back any more.
- They urged on me to go and told me that they would see that he kept his mouth shut, and me and my wife got ready and went up.
- 17 Q. What was Mr. Scott's appearance and conduct during the time you were there? (Durs. objected to by Plff's Counsel)
- Objection A. Well he was going in and out of the house every few minutes while the old lady was dying. Some of them made remarks while he was out and wanted to know where the old gentleman was. Some one spoke up and said they guessed he was out at his whiskey jug. He came in just as she was dead. He took his fingers and closed her eyes.
- 18 Q. What was his appearance as to whether he had been drinking?
- A. Yes Sir, I think he had been drinking. Intoxicated.
- 19 Q. Do you know whether Mr. Scott did keep liquor about the premises in a jug? (Durs. objected to by Plff's Counsel)
- Objection A. Yes Sir.
- 20 Q. How do you know? (Durs. objected to by Plff's Counsel)
- A. I bought it from him and other ones bought it.
- 21 Q. Were you at Mrs. Scott's funeral? If so, did you observe anything strange or improper about the appearance or

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Objection conduct of Mr. Scott? (Durs. objected to by Plffs Counsel  
 A. Yes Sir. He got up in the church told the minister to thank the audience for their kind attention. When they drove around to the vault when the undertaker Mr. Powell was closing the coffin he brought his son up and introduced him to Mr. Powell I think it was C. M. Scott, there was only one of them at the funeral.

2<sup>d</sup> Q. Was there anything occurred at the house before the funeral procession left for the vault that you thought was out of place? (Durs. objected to)  
 Ans. Yes Sir. When they rose up to sing a hymn before leaving the house, Scott rose up and sang with the choir. When they started out with a corpse some one spoke and says, where is Scott? They looked around and found him in the back yard.

#### Cross Examined

1<sup>st</sup> Q. Yourself and wife were not on friendly relations with Mr. and Mrs. Scott after their marriage, were you?  
 A. I can't answer for my wife. I was on good terms with them, I can't answer for my wife. I do not know whether she was or not.

2<sup>d</sup> Q. You were their nearest neighbors, were you not?

A. Yes Sir.

3<sup>d</sup> Q. About how many rods from their house was it to your house?

A. It must be 15 or 20 rods.

4<sup>th</sup> Q. Was your wife ever at Scotts house after their marriage until she went with you there at the time of her death?

A. I think she was.

5<sup>th</sup> Q. Tell when and how often?

A. That I can't do. She was there one time when Jane Harst was there, this must have been 4 or 5 weeks before she died.

6<sup>th</sup> Q. Mrs. Scott was not very bad was she not for 3 or 4 months before she died?

A. Well I don't know. I heard she was. The old man would never allow me to go in and see.

7<sup>th</sup> Q. Can you tell why it was that your wife did not go to see Mrs. Scott during her sickness except the time she was there when Mrs. Harst was there and at the time of her death?

A. Well I think it was because the old man acted so spitefully toward her and toward me as far as that is concerned.

8<sup>th</sup> Q. You had the old lady's farm rented did you not for 2 or 3 years prior to her marriage with Scott?

- A. One year.
- 9<sup>th</sup> Q. How long did you occupy it?
- A. The year out.
- 10<sup>th</sup> Q. I will ask you if you did not occupy it for more than a year?
- A. No Sir.
- 11<sup>th</sup> Q. I will ask you if she did not commence a suit to eject you from the premises?
- A. Yes Sir.
- 12<sup>th</sup> Q. Did you go off before the suit was decided or after?
- A. There was no suit.
- 13<sup>th</sup> Q. Were you not served with a written notice to leave the premises?
- A. Yes Sir.
- 14<sup>th</sup> Q. How soon did you leave after that?
- A. About six months.
- 15<sup>th</sup> Q. How soon after the marriage of Mr & Mrs. Scott was the notice served on you?
- A. It was not afterwards at all. I think it was while he was running there.
- 16<sup>th</sup> Q. Did you have the farm rented at cash rent?
- A. Yes Sir.
- 17<sup>th</sup> Q. How much?
- A. I do not remember how much. It was about a hundred dollars.
- 18<sup>th</sup> Q. Did you pay that rent?
- A. Yes Sir. I consider I paid it.
- 19<sup>th</sup> Q. How and where did you pay it?
- A. In boarding her, paid her a little money and in doing for her.
- 20<sup>th</sup> Q. She claimed that you had not paid it, did she not?
- A. She never asked me for the money.
- 21<sup>th</sup> Q. Was she not dissatisfied with what you claimed about it?
- A. She never claimed to me she was, she might to others she never did to me.
- 22<sup>th</sup> Q. Did you ever present any bill or statement of the amount of work <sup>2/3</sup> done which you claimed you had furnished?
- A. Yes Sir.
- 23<sup>th</sup> Q. What was done with it?
- A. Not anything at all Sir.
- 24<sup>th</sup> Q. The matter was never then settled between you & her was it?
- A. I thought it was and I think she thought so.
- 25<sup>th</sup> Q. Did she not threaten to bring suit against you for it on an account for rent?
- Ans. No Sir, not as I know.
- 26<sup>th</sup> Q. Did you and Mr & Mrs. Scott not have some trouble after their marriage about a Township or County road that runs

Brewer

A. No

27<sup>th</sup> Q. You and Mr. Scott were worth

A. No

28<sup>th</sup> Q. You bear a

A. No

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29<sup>th</sup> Q. What

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30<sup>th</sup> Q. Mr.

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between where you live and Scott lived?

A. No Sir. I and Mr Scott did.

27<sup>Q</sup>. You made complaint to the Trustees did you not and wanted the road moved about a foot or two or three north of where it was?

A. No Sir, about four rods north.

28<sup>Q</sup>. Your complaint caused the Supervisor to go and tear down the fence that Mr. Scott had put up, did it not?

A. No Sir. Mr. Scott never put a fence there nor the money never put it up.

29<sup>Q</sup>. Who put it there, when did she put it there and what kind of a fence was it?

Ans. Mrs. Scott. I do not know when but after Scott and Mrs Scott were married. It was a picket fence.

30<sup>Q</sup>. Mr. Scott then sued the Supervisor for tearing down the fence, in the Court of Common Pleas of Delaware County and the Court decided in Mr. Scotts favor and the Supervisors & Trustees had to pay the costs, did they not?

Objection

(Mrs. objected on the grounds of incompetency: on the ground that the same has no reference to that testified to by the Witness in Chief.

A. I do not know who he sued, whether it was the Supervisor or Trustee. They had to pay the costs. Her won the case.

31<sup>Q</sup>. The road then remains where Scott fenced it does it not and the fence was then put up again by Scott was it not in the same place where the Supervisor had torn it down?

Objection

(Mrs. objected to by Drift's Counsel on the ground of incompetency, and on the grounds that the same has no reference to that testified to by the Witness in Chief.

A. Scott put the fence up. The road remains where it was.

32<sup>Q</sup>. How long did this occur before Mrs. Scotts death.

Objection

The trouble about the road. (Mrs. objected by Drift's Counsel on the grounds of incompetency, and on the ground that the same has no reference to that testified to in Chief?

A. Well I presume it was 8 or nine months.

33<sup>Q</sup>. This created a good deal of hard feeling between you and Mr. Scott did it not and which continued up to the time of Mrs. Scotts death?

A. No Sir, not on my part, I do not know what he had. I have no hard feeling against the old man.

34<sup>Q</sup>. I will ask you if you do not know that it was on account of the ill-feeling arising out of this matter toward you that was the cause of his not wanting you to come to his house, or on to his premises?

a. no sir. If there was any ill feeling it was on his part, he never blamed me. He blamed Oliver blowing out of the Trustees <sup>2</sup>/<sub>3</sub> James Sanders, another Trustee.

He blamed Rufus blowing the Justice of the Peace <sup>2</sup>/<sub>3</sub> Charles Blymer, the Supervisor, for tearing his fence down, that is what he told me.

35 Q. Did you know that after he found out you were the man who made the complaint to the Trustees, that if he didn't blame the whole matter to you?

A. No sir I don't know whether he ever found out it was me or not that made the complaint?

36 Q. You thought you were concealing that fact from him did you not? (Ques. objected to by Defts Counsel)

A. No sir. The road was under 16 feet wide and I reported it <sup>2</sup>/<sub>3</sub> is today under 16 feet. Because it was right in front of my house and I did not want it so narrow. It was about 3 feet or 4 feet wide at that time when he commenced narrowing it. I believe it was spite work because he done it right in front of my house. The road was not less than 15 rods from his house, and I understood and Oliver Downing told me, that he would run the road right through my old house. The road at that time was within 20 feet of my house and he moved it still nearer, as far as the law would allow him.

37 Ques. This road that you had the controversy about was altogether on Mrs. <sup>2</sup>/<sub>3</sub> Mr. Scotts land, was it not, and not on yours at all?

A. They moved it on their land. They moved the road off from their residence down next to me. When the farm was divided up there was about an acre of land which laid betwixt me and the road. Mrs. Scott after Mr. Downing died moved the road down next to my house on the line without the consent of the Trustees. The Trustees told her if she would give 20 feet it might stay there then after she got it moved. There was nothing said until after she married Scott, then I presume that he thought the road was a little too wide and he still moved it nearer to my house where the road remains today about 16 feet wide in front of my house.

38 Q. After having argued the case now will you please to answer my question as to whether or not this road was altogether on Mr. <sup>2</sup>/<sub>3</sub> Mrs. Scotts land, and not on yours? (Q. objected by Defts. Counsel & not legitimate Cross Examination of the Witness)

A. Yes sir. If it had come any nearer I would have to have given half so that a horse and buggy would have passed through.

39 Q. It  
A. Yes  
40 Q. You  
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A. No  
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39" Q. It is on their land is it not?

A. Yes Sir.

40" Q. You and Mrs. Scott then had some trouble about this road a good while before this, had you not?

A. No Sir. Never a word between us.

41" Q. What makes you say that you think Mr. Scott put up this fence on his own land along the road for spite? (Mrs. objected to by Defendants Counsel as irrelevant and not a proper Cross-examination of the witness)

A. I didnt say that Mr. Scott put up the fence

42" Q. The fence then that Mrs. Scott put up and that you by your notice caused to have torn down. (Mrs. objected to as incompetent and irrelevant, further objected to that the said question is indefinite)

A. It was a fence that run north and south from my house at the north-east side of the house, and at the north-west <sup>to</sup> north side of the house.

43" Q. Why do you say that the picket fence that was torn down by the Supervisor was put up for spite

(Mrs. objected to on the grounds that it is not legitimate Cross-examination of the witness, but is a Cross-examination of questions brought out by said Cross-examination)

A. I didnt say so. I said that he moved the fence toward my house further for spite.

44" Q. Well that was the fence that he moved and put up as a picket fence, was it not?

A. Yes, It was a picket fence, but that fence was never torn down by the Supervisor.

45" Q. It was a picket fence that was torn down by the Supervisor, was it not?

A. Part of it was a picket fence, part of it was a board fence.

46" Q. You do claim that there was some spite existing in the matter on the part of Mr. Scott. What reason have you for saying that he had any spite against you at that time?

A. No Sir, I never claimed he had any spite, I claimed I didnt know, I had none.

47" Q. You say you had a conversation the Sunday before his wife died with Mr. Scott, and that you told him in that conversation that you supposed the reason that the children did not come to see his wife was because he had got all the property away from her. What property had he got away from her at that time?

A. He had got away half of the farm. I dont know only through imagination whether he had got the

note or not, but I put it at him.

49<sup>Q</sup>. Had you heard before this that he had got this \$500<sup>00</sup> note on his sons.

A. I heard he had - yes sir.

50<sup>Q</sup>. Who told you?

A. Oliver Downing. He said he heard he had it <sup>and</sup> had squandered it.

51<sup>Q</sup>. You hadn't heard of his having gotten any other notes at that time?

A. No sir, but I had heard he had stolen money from her. Mrs. Priest had told in my house that he had taken a \$20<sup>00</sup> bill from her and she did not know where it was, and had spent part of it.

52<sup>Q</sup>. You say Mr. Scott had a jug with whisky in it and that you bought whisky of him. Did you buy it for medicine or for to drink?

A. I bought it for to drink what I bought.

53<sup>Q</sup>. What did you tell Scott you bought it for?

A. I did not tell him I was buying it for any purpose at all. I asked him if he had any good whisky and he said he had. I told him I wanted a half pint. I gave him the bottle and he went and got me a half pint. I paid him 25 cents for it. He did not ask me what I wanted it for and I did not tell him. That was in March sometime, in this year after the old lady's death.

54<sup>Q</sup>. Mrs. Did you not insist a moment ago on saying that you told Scott that you wanted it for the "Grip"?

A. No sir. I insisted a moment ago that I gave Johnnie Fraster money to get whisky of Scott for the "Grip". When I got mine, I got it to drink. Johnnie Fraster went up to Mr. Scott and got me a half pint of whisky. When he came back he said that Scott had gone to bed, but Scott told him to go to the jug and draw the whisky. He told me that he drew the whisky and gave Scott 25 cents for it.

From the time he left my house until he came back it was about 15 or 20 minutes.

55<sup>Q</sup>. All you know about that then was what Fraster told you and it was all after the death of Mrs. Scott?

A. Yes sir.

56<sup>Q</sup>. Mr. Scott was engaged in selling Patent Medicines at home and peddling them through the country was he not?

A. Not as I knew of. He had that name but I never knew of his selling any.

57<sup>Q</sup>. Mrs. How many times were you in the house of Mrs. Scott during the year before she died?

A. Short times. The first time was the day after

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she was married, the next time was when Scott ordered me out and the next time was the day she died, when he tried to order me out.

Re-Examined

- 1<sup>Q</sup>. Do you know anything about Scott having a jug of whisky on the day of the sale of his wife's property by her executor? (Purs. objected to by Plt's Counsel)

A. I wasn't there.

Re-Cross Examined.

- 1<sup>Q</sup>. Which do you consider the worse of the two, Scott's selling the whisky to you, or you buying it of Scott to drink?

A. I consider he laid himself liable to the law. I cleared my skirts by drinking it.

Attest:

B. F. Freshwater.

Charles <sup>the</sup> Ashbrook.  
<sub>mark</sub>

Exhibit

"C"

Esther A. Ashbrook, of lawful age, being by me first duly sworn according to law deposes and says as follows:

- 1<sup>Q</sup>. State your name, age, occupation and place of residence.

A. Esther A. Ashbrook, 38, Farming, Troy Township Delaware County, Ohio.

- 2<sup>Q</sup>. What relation are you to Margaret Scott, deceased, wife of James Scott the plaintiff in this case?

A. She was my mother.

- 3<sup>Q</sup>. How near did you reside during the last ten years of her life?

A. For about four years where we now live was on the same farm. Before that, we lived in Delaware and she lived in Delaware, and I resided with her before my marriage.

- 4<sup>Q</sup>. Did you and your mother visit each other before she married Mr. Scott? If so how often?

A. Yes Sir. When we lived close to her she visited us quite often, several times a week. (The preceding question objected to by Plt's Counsel as incompetent)

- 5<sup>Q</sup>. What was the relation as to friendliness or unfriendliness existing between you and your mother for a number of years prior to her marriage with Scott?

A. We hadn't any unfriendliness.

- 6<sup>Q</sup>. Do you remember whether she went any places with you visiting or otherwise during the year prior to her marriage with Scott. If so state where you went (Purs. objected to by Plt's Counsel)

A. She went with us to the Delaware Fair the Fall she

was married to Scott.

7<sup>Q</sup>. Was she or was she not on friendly terms with you and your husband at that time?

Objection (Mrs. objected to by Plaintiff.)

A. Yes Sir

8<sup>Q</sup>. Did you or did you not visit her at her house after her marriage with Scott? If so, state how often.

Objection (Mrs. objected to by Plaintiff's Counsel)

A. I was there three times to see her when she was sick, I was there when she died.

9<sup>Q</sup>. What time in the year was it when you called the first time to see her when she was sick?

Objection (Mrs. objected to by Plff's Counsel)

A. I couldn't exactly tell you. It was in July or August one of those months. It was in 1889.

Objection 10<sup>Q</sup>. Who went with you? (Mrs. objected to)

A. My sister, Mrs. Jane Barst.

11<sup>Q</sup>. Who was at the house when you arrived there. Give the names of all that you can recall?

Objection (Question objected to)

A. Mr. Scott, Mrs. Priest, & Mrs. George Willey were there.

12<sup>Q</sup>. Did you have a conversation with your mother that day, or see her? (Question objected to.)

Objection 13<sup>Q</sup>. No Sir.

A. You may state why not? (Mrs. objected to.)

A. Mr. Scott didn't want us to see her.

Objection 14<sup>Q</sup>. What did he say about it? State fully. (Mrs. objected to)

A. He went into the room where mother was and he fetched out the word that she did not want to see us.

Objection 15<sup>Q</sup>. What next occurred? (Mrs. objected to.)

A. Mrs. Priest went in and she fetched out the word for us to come in, she wanted to see us.

Objection 16<sup>Q</sup>. What next occurred? (Mrs. objected to.)

A. Mr. Scott said it was different. Mr. Willey went to open the door to take my sister Mrs. Barst into the room and Mr. Scott halloed at him saying, hold on George, she went on in. Mr. Scott was sitting close to me in the kitchen and said that Willey didn't know any more than a hog.

17<sup>Q</sup>. What was the appearance and manner of Mr. Scott during all this time? (Mrs. objected to)

A. He appeared to be very hasty and angry.

18<sup>Q</sup>. You say you did not see your mother that day. Why did you not follow your sister into the room where she was? (Mrs. objected to.)

Objection 19<sup>Q</sup>. Because I - that Mr. Scott did not want me to see her?

A. Because I - that Mr. Scott did not want me to see her?

19<sup>Q</sup>. How long did your sister remain in the room where your mother was? (Mrs. objected to.)

Objection 20<sup>Q</sup>. I couldn't tell you, she was not in so very long

A. I couldn't tell you, she was not in so very long

20<sup>Q</sup>. Where

Objection 21<sup>Q</sup>. Where

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until

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and to

21<sup>Q</sup>. How

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Objection 22<sup>Q</sup>. And yet

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Objection 34<sup>Q</sup>. No



20<sup>th</sup> Q. Where was Mr. Scott during all this time while your sister was in the room with her mother? (Mrs. objected to)

A. Her was in the kitchen where the rest of us were until my sister came out into another room from where we were sitting and then Mr. Scott went in and talked to her (my sister)

21<sup>st</sup> Q. Had there been any difficulty or trouble between yourself and Mr. Scott up to that day, or between you and your mother? (Mrs. objected to.)

A. Not as I know of.

22<sup>nd</sup> Q. When did you next go to see your mother? (Question objected to.)

A. I went in a few days afterward again, I cannot state the number of days.

23<sup>rd</sup> Q. Did you see her and have conversation with her at that time? (Question objected to)

A. Yes Sir.

24<sup>th</sup> Q. State what was the manner of your mother towards you at that time as to whether friendly or unfriendly? (Question objected to)

A. She treated me very well. She was friendly to me.

25<sup>th</sup> Q. How long was you there with her? (Mrs. objected to)

A. About a half hour, I can't tell exactly.

26<sup>th</sup> Q. Was Mr. Scott there that day? (Mrs. objected to)

A. Yes Sir.

27<sup>th</sup> Q. How did he treat you when you arrived and during the time you were there as to being friendly or unfriendly? (Question objected to.)

A. He didn't speak to me all the time I was there.

28<sup>th</sup> Q. What was appearance and manner as to being angry or pleased? (Mrs. objected to)

A. He was angry.

29<sup>th</sup> Q. State whether he was or was not present while you had a conversation with your mother? (Mrs. objected to)

A. He was in part of the time.

30<sup>th</sup> Q. State whether your mother said anything to you during that conversation about coming back to see her again? If so state what she said about it? (Mrs. objected to)

A. She asked me to come back, and I told her I would some time.

31<sup>st</sup> Q. When were you there the next time? (Mrs. objected to)

A. I cannot tell the exact date, Mrs. Priest came after me. The chimney had caught fire.

32<sup>nd</sup> Q. Did you see your mother that day and have a conversation with her? (Mrs. objected to.)

A. I saw her but I did not stay very long, I was talking to her, but did not stay as long as I did before.

33<sup>rd</sup> Q. Was Scott there that day? (Mrs. objected to)

A. He was not there when I first went there, but he came while I was there.

34<sup>Q</sup>. How did your mother treat you on that day as to being friendly or unfriendly toward you. (Mrs. objected to)

A. She was friendly.

35<sup>Q</sup>. He was unfriendly. He did not speak to me until I spoke to him. He was working at the pump and I went out there. I asked him where he got the pump fixed. He said at Radnor. I said no more and he said no more.

36<sup>Q</sup>. What was the manner of his tone, voice and his appearance as to being angry or otherwise when you asked him the question above stated? (Mrs. objected to)

A. He appeared to be angry, his voice was rough.

37<sup>Q</sup>. Where did you next call to see your mother? (Question objected to)

A. When they came and told us she was dying.

38<sup>Q</sup>. Who brought you the word that she was dying? (Mrs. objected to)

A. Mr. Pierce & Mr. Charles Curtis.

39<sup>Q</sup>. What relation if any was Mr. Dix & Mr. Curtis if any to your mother? (Mrs. objected to)

A. Mr. Dix was not related. Mr. Curtis was a son-in-law of my mother.

40<sup>Q</sup>. When you got to your mother's house whom did you find there. Name all you can recall? (Question objected to)

A. James Downing & wife & daughter Margaret were there, Bro. Henry Downing, Charles Curtis, & Maria Curtis, my sister, were there, Harriett Reiner, my sister, & Jacob Reiner were there, my husband & Mr. Dix, Mrs. Swisher and the hired girls and several other persons were there whom I did not know.

41<sup>Q</sup>. How long after you arrived was it before your mother died? (Mrs. objected to.)

A. I went there in the forenoon and she died about 7 o'clock that evening.

42<sup>Q</sup>. Were you present in the house when your husband arrived there that day? (Question objected to.)

A. We all went together Dix, Curtis, my husband and myself.

43<sup>Q</sup>. Did you see Mr. Scott there when you arrived? (Question objected to.)

A. I saw him in the room where we all were.

44<sup>Q</sup>. What was his manner and appearance towards you and your husband on your arrival as to being friendly or otherwise? (Question objected to)

A. I thought he appeared to me the same as he always appeared to me, not very pleasant.

45<sup>Q</sup>. Mrs. ...  
objection Husband

A. He ...  
whether

46<sup>Q</sup>. ...  
objection other

A. I ...  
heard

47<sup>Q</sup>. ...  
objection would

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thing

48<sup>Q</sup>. ...  
objection brother

A. You ...  
and

49<sup>Q</sup>. ...  
objection that

A. He ...  
follow

50<sup>Q</sup>. ...  
objection as one

A. I ...  
the

51<sup>Q</sup>. ...  
objection did the

A. I ...  
know

52<sup>Q</sup>. ...  
objection heard

A. I ...  
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53<sup>Q</sup>. ...  
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A. I ...  
and

54<sup>Q</sup>. ...  
objection years

A. I ...  
of her

55<sup>Q</sup>. ...  
objection previous

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33<sup>Q</sup>. He

objection (Mrs. ...  
A. He

56<sup>Q</sup>. ...  
objection A. I

57<sup>Q</sup>. ...  
objection at the

A. I ...  
had



- 45<sup>Q</sup> Mrs. what if anything did he say to you or your  
 objection husband when you arrived? (Question objected to)  
 A. He didn't say anything to me. I do not know  
 whether he said anything to him.
- 46<sup>Q</sup> 2. What if anything did you hear him say to any  
 objection other person about you or your husband when you  
 arrived shortly after? (Mrs. objected to.)  
 A. I did not hear him say anything about me. I  
 heard my brother say that Mr. Scott told him that he  
 would order him out. I did not hear Scott say any-  
 thing. (all that part of the answer as to what her  
 objection brother told her objected to by Plff's. counsel.)
- 47<sup>Q</sup> 2. Were you at the house on the day of the funeral  
 objection and did you see Mr. Scott there? (Mrs. objected to)  
 A. Yes Sir.
- 48<sup>Q</sup> 2. What did you observe if anything Mr. Scott do  
 objection that attracted your attention? State fully? (Mrs. objected to.)  
 A. Her was way back behind the corpse, did not  
 follow out of the house with the crowd. I noticed that  
 as one thing. I don't know of anything else.
- 49<sup>Q</sup> Were there any religious services at the house  
 objection and if so who participated? (Mrs. objected to.)  
 A. They sung a hymn and prayed, I do not know  
 the name of the minister. Mr. Harst and Mr. Wiley  
 did the signing and I guess Mr. Scott helped. I don't  
 know whether he did or not, I only know what I  
 heard from other people. I did not see him as I  
 was standing back.
- 50<sup>Q</sup> 2. What if anything did you observe Mr. Scott do  
 objection at the services at the Church out of the usual  
 and ordinary, on such occasions. (Mrs. objected to)  
 A. I did not notice anything
- 51<sup>Q</sup> 2. Had there ever been any trouble or ill will  
 objection between you and your mother during the last 5 or 6  
 years of her life? (Mrs. objected to)  
 A. I don't think there was.
- 52<sup>Q</sup> 2. Have you any knowledge as to who furnished  
 your mother with butter and milk up to the time  
 of her marriage with Mr. Scott and for some time  
 objection previous? If so, who? (Mrs. objected to.)  
 A. She got her milk and butter of us. (Mrs. objected to)
- 53<sup>Q</sup> 2. How long did this continue after her marriage?  
 objection (Mrs. objected to.)  
 A. Not so very long.
- 54<sup>Q</sup> 2. What stopped it? (Question objected to)  
 A. They didn't come after any.
- 55<sup>Q</sup> 2. Where were you pasturing your cow, if you know,  
 at the time your mother was married to Mr. Scott, and  
 objection had you been some time prior thereto. (Mrs. objected to.)

a. On mother's pasture.

56<sup>th</sup> Q. Where did you pasture your cow after your mother's marriage with Scott, and for a short time thereafter?

Objection (Question objected to)

A. We pastured on our own.

57<sup>th</sup> Q. Why, if you knew did you change pasture of your cow from your mother's pasture to your own?

A. We took her up one morning and Mr. Scott turned her into the road?

58<sup>th</sup> Q. Did you pasture your cow on your mother's place after the day she was turned in the road?

Objection (Question objected to.)

A. No.

59<sup>th</sup> Q. Do you know whether your mother could read writing or write? (Question objected to)

A. No she could not.

60<sup>th</sup> Q. Do you know or have any knowledge of her ever writing her signature to any paper other than by making her mark? (Ques. objected to as leading)

A. She always made a cross.

61<sup>th</sup> Q. Have you ever heard her say as to whether or not she could write and read writing? If so state what she said about it? (Ques. objected to)

A. I have heard her say that she couldn't write and that she couldn't read writing.

### Cross Examined

1<sup>st</sup> Q. For the last 4 or 5 years before the marriage of your mother to Mr. Scott, you and your husband were living together within 10 or 15 rods of your mother's house were you not?

A. I do not know how far. It couldn't have been very far.

2<sup>nd</sup> Q. How long would it take you to walk from your house to your mother's? About how long?

A. I don't know. I never counted the minutes.

3<sup>rd</sup> Q. What is the reason you do not want to answer my question?

A. I told you I don't know.

4<sup>th</sup> Q. Could you not walk it in 3 minutes time or less?

A. I don't know.

5<sup>th</sup> Q. Is it possible that you don't know enough to tell something like the distance it is between your house and your mother's.

A. Well, I suppose it might be 15 or 20 rods. I really don't know.

6<sup>th</sup> Q. During that time how often did you call at your mother's house, once a day, once a week, or how often?

A. I can't hardly tell. Some times I called once a day

sourt.

7<sup>th</sup> Ques.

about

A. She

Mrs.

August

8<sup>th</sup> Q. How

A. I

9<sup>th</sup> Q. She

after

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A. I

10<sup>th</sup> Q. If

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12<sup>th</sup> Q. W

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13<sup>th</sup> Q. I

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14<sup>th</sup> Q. If

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A. He

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15<sup>th</sup> Q. He

A. No

16<sup>th</sup> Q. It

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17<sup>th</sup> Q. Af

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A. A

18<sup>th</sup> Q. He

word

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19<sup>th</sup> Q. In

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20<sup>th</sup> Q. Yo



- sometimes once a week and sometimes 2 or 3 times a week
- 7<sup>th</sup> Q. After your mother's marriage with Mr. Scott about how soon did you make your first call there.  
A. The first call I made there was when my sister Mrs. Jane Harst went there. This was in July or August before her death in 1889.
- 8<sup>th</sup> Q. How long were they married until Mrs. Scott died?  
A. I think it was over two years, I can't say positive.
- 9<sup>th</sup> Q. Then it was probably a year and a half or more after they were married until you made your first call upon your mother was it not?  
A. I don't really know.
- 10<sup>th</sup> Q. If there was no unfriendly feeling existing between you and your mother, and you lived so near her, why did you not call on her before so long a time after their marriage?  
A. On account of Mr. Scott.
- 11<sup>th</sup> Q. What was the account as to Scott?  
A. Because I thought he didn't want me there.
- 12<sup>th</sup> Q. What reason can you give why Scott should be angry with you and not want you to come to see your mother?  
A. Because I suppose I was out of her children.
- 13<sup>th</sup> Q. Then it is only supposition on your part, is it?  
A. His appearance too.
- 14<sup>th</sup> Q. If you did not go to the house where he was for a year and a half how can you tell what his appearance was there at home?  
A. He did not speak to me when he was going along the road.
- 15<sup>th</sup> Q. Did you ever have any introduction to him?  
A. No.
- 16<sup>th</sup> Q. It is a fact is it not that you were not well pleased with the marriage of Scott and your mother?  
A. I never said anything to her about it. If she was satisfied it was all right with me.
- 17<sup>th</sup> Q. After Scott and your mother got married they got a cow of their own did they not and made their own butter?  
A. A long time after they were married they did.
- 18<sup>th</sup> Q. Did Mr. Scott ever speak an unkind or angry word to you in his life?  
A. He spoke very rough, kind of angry like.
- 19<sup>th</sup> Q. Tell what he said and where it was and when he said it?  
A. Our cow broke over into the orchard and he spoke very roughly and wanted me to take our cow out of there? I don't know as he did.
- 20<sup>th</sup> Q. You formed an idea from his appearance more than

from what he said, did you?

A. I thought his appearance was enough.

21<sup>st</sup> Q. Before Scott's marriage to your mother your husband had the farm rented, had he not?

Objection (Mrs. objected to as not being a cross-examination of any examination in chief.)

A. Yes, 2 or 3 years, about a year at a time.

22<sup>nd</sup> Q. Your mother had a written notice served on him to leave the premises, did she not?

Objection (Mrs. objected to as not being a cross-examination of any examination in chief.)

A. If she did, I don't remember about it.

23<sup>rd</sup> Q. Wasn't there some ill-feeling that grew out of the renting of that farm between your husband and your mother?

A. I don't know as there was, she never said anything to me.

24<sup>th</sup> Q. Don't you know that she claimed that he hadn't paid his rent? (Mrs. objected to)

Objection (Mrs. objected to)

A. She never claimed it to me.

Objection 25<sup>th</sup> Q. Didn't she claim it to him? (Mrs. objected to)

A. I don't know I never heard him say.

26<sup>th</sup> Q. After their marriage there was some trouble about a road was there not between your husband and Mr. <sup>and</sup> Mrs. Scott?

A. There was between Mr. Scott <sup>and</sup> him, my husband.

27<sup>th</sup> Q. And some ill-feeling grew up between them

Objection on that account, did there not? (Mrs. objected to)

A. I don't know.

28<sup>th</sup> Q. You say you suppose Mr. Scott did not want you to come there because you was one of the children.

Is it not a fact that James Howring is one of the children and your brother, and that he would visit and call on Mr. <sup>and</sup> Mrs. Scott frequently and were on the best of terms of friendship so far as you know?

A. He said he would go there whether they wanted him or not. James Howring is one of the children and my brother. He went there once in a while. They were not on the best of terms of friendship.

29<sup>th</sup> Q. Was you ever present when they had any angry words or dispute, or quarrel, or had any difficulty of any kind?

A. I wasn't there. They told me how angry Mr. Scott was towards them.

30<sup>th</sup> Q. Don't you know that all the trouble that has arisen between James Howring and Mr. Scott has been since the death of Mrs. Scott about the right to the

possession

A. She

31<sup>st</sup> Q. What

talk to

he said

A. He

Howing

32<sup>nd</sup> Q. She

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33<sup>rd</sup> Q. What

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Attest:

B. F. C.

Exhibit

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possession of this \$500<sup>00</sup> note in dispute?

A. They never talked that way to me.

31<sup>st</sup> Q. When and on what occasion did Mr. Scott ever talk to you about the matters and differences between he and James Downing?

A. Mr. Scott didn't. It was Mrs. Downing, Mrs James Downing.

32<sup>nd</sup> Q. Then all you know about any difficulties existing between Mr. Scott and Mr. James Downing, if any did exist is only hearsay from Mrs James Downing?

A. Yrs. I have heard him say that he would go if they didn't want him there.

33<sup>rd</sup> Q. Did you tell your brother James Downing that you thought Scott did not want him there?

A. I told him I thought Scott did not want me there, and he said he would go if they did not want him there or not.

Attest:

Esther <sup>her</sup> Ashbrook <sub>mark</sub>

B. F. Freshwater.

Exhibit

"P." Samuel Leppin, of lawful age, being by me first duly sworn deposes and says as follows:

1<sup>st</sup> Q. State your age, name, occupation and place of residence?

A. Samuel Leppin, age 50 years, occupation, laborer & reside in Delaware Ohio.

2<sup>nd</sup> Q. Are you acquainted with Margaret Scott and her husband James Scott? If so what relation are you to the parties?

A. I am acquainted. I am the son-in-law of Mrs. Scott.

3<sup>rd</sup> Q. Did you have any conversation with the plaintiff James Scott of or concerning the note in suit? If so, state when, where and what he said about it?

A. Yrs Sir. I can't tell exactly. It was shortly after the Administrator got the note. The conversation occurred at the corner of Central Avenue and Sandusky Streets in Delaware Ohio. He drove up in his buggy and hitched his horse. He said the Administrator had got the note from him and he said if he the Administrator James Downing did not give up the note, he would have trouble about it, and he also said he was going to try to collect it. He said he could prove the note, that the old lady gave him the note.

He told me not to say anything about it. He told me to keep still and he would give me a

hundred dollars if I would not say anything about it, providing he got the note. He told me three different times about the note. The note was signed, and I says to him how could she sign the note as she couldn't read nor write her own name, and I says how did her name get there. He said her name was there anyway, that he did not know how it got there. That's all. He wouldn't talk any more about the note.

4<sup>Q</sup>. In point of time when was it that he offered you the one hundred dollars if you would keep silent and say nothing about it; Before or after you told him that the old lady could not read or write?  
A. Before.

5<sup>Q</sup>. You mention that Mr. Scott told you about the note 3 times. Was it all in that conversation or different conversations?

A. Three different conversations at 3 different times.

6<sup>Q</sup>. What did Mr. Scott say when you told him Mrs. Scott could neither read nor write:

A. He said that the note she gave to him, and that he could prove it by Christina Faust.

7<sup>Q</sup>. If you had any other conversations with him about the note you may relate what he said about it? When & where?

A. I did not have any conversation about the note only these 3 that I have spoken of. One of them was at Smith's clothing store at the corner of Winter & Sandusky Streets, Delaware Ohio, and the other was at Myers Grocery corner of Central Avenue & Sandusky Street Delaware.

8<sup>Q</sup>. In the last two conversations did he say anything to you as to how the signature of Margaret Downing got on the note? If so, what did he say about that?

A. He said her name was on the note, that is all he said about it.

9<sup>Q</sup>. Did you ask him how her name got on the note in either of these last two conversations, if so, what did he say?

A. I talked to him about that matter and he said he didn't know how her name got on the note. Said he didn't want to talk about that.

10<sup>Q</sup>. What was his manner and appearance when he said to you that he didn't want to talk about that?

A. He seemed to be in a very bad humor.

11<sup>Q</sup>. Did you see Mrs. Scott after her marriage with Mr. Scott, at any time, if so, state when & where?

A. I saw her down on the street several times. I saw

her at

12<sup>Q</sup>. At

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A. Yes

13<sup>Q</sup>. Was

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12<sup>Q</sup>. At any of these times did you have any conversation with her?

A. Yes.

13<sup>Q</sup>. What was the relation as to friendliness or unfriendliness existing between Mrs. Howings and your wife up to the time of her death, if you know?

A. They always were friendly.

14<sup>Q</sup>. Did Mrs. Scott visit at your house during the 3 or 4 years previous to her marriage with Mr. Scott? If so how often and how long did she stay?

(This question and the preceding question objected to by Plaintiff's Counsel)

A. Yes. She would stay a day or two. She didn't come very often, once in a while she would come.

15<sup>Q</sup>. At such time how did she appear as to being friendly or unfriendly with you and your wife?

(Question objected to.)

A. Always very friendly.

16<sup>Q</sup>. Did Mrs. Scott call at your house at any time after she married Mr. Scott, if so, how often?

A. She never called there after she married Mr. Scott.

17<sup>Q</sup>. You may state the condition of health of your wife and what it has been for many years last past?

A. She has been sick for a good many years, not able to be out of the house. Does not go round to see any of the neighbors.

18<sup>Q</sup>. Was your wife's health in the condition you have named for a period of 4 or 5 years before Mrs. Scott married Mr. Scott?

A. Yes her health was bad, and she has been under a doctor's care for 12 or 13 years.

19<sup>Q</sup>. Were you present at the residence at the time of the funeral of Mrs. Scott?

A. I was.

20<sup>Q</sup>. What if anything did you observe as to the conduct of Mr. Scott that was particularly observable out of the usual and ordinary on such occasions?

A. I saw Mr. Scott sitting there singing with the congregation. I thought it was not his place. It did not look very well in such a place. I saw a good many people looking at him with surprise.

21<sup>Q</sup>. Who else was signing besides Mr. Scott?

A. The leaders were Mr. Day and Leason Hearst. I think there were a few scattered around in the congregation signing.

22<sup>Q</sup>. How prominent a part did he take in the singing state fully just what he did?

A. He sang just the same as those leaders that were

singing. This signing was at the Church and not at the residence.

23<sup>Q</sup>. Were you at the Church at the services that were held there? What was his manner and conduct? What did you observe there? What others did you observe other than you stated. (Mrs. objected to, and to all the preceding questions objections are entered by Plaintiff Counsel)  
A. Nothing else.

24<sup>Q</sup>. Did Mr. Scott make any remark at the Church? If so, state what he said? (Question objected to as leading and incompetent)

A. He said something to the minister. Her stopped him before he got through with his sermon. I could not hear what he said.

25<sup>Q</sup>. Have you any knowledge as to whether Mrs. Scott could write and read writing? If so tell what you know about it? (Question objected to.)

A. All I know is what she told me, she never could read and write.

26<sup>Q</sup>. What was Mrs. Scotts disposition as to being easily influenced by persons who would agree with her? (Mrs. objected to.)

A. She would give most anything to a person who would agree with her.

27<sup>Q</sup>. How was she toward persons who would antagonize her? (Mrs. objected to.)

A. She would do every thing against them she could.

28<sup>Q</sup>. From your personal acquaintance with her <sup>and</sup> your knowledge of her disposition do you think she might be influenced to do at one time a thing for which she would be sorry a short time afterwards? (Mrs. objected to as leading and incompetent)

A. Yes Sir. She would do a thing today and be sorry for it tomorrow. She was just that kind of a person.

29<sup>Q</sup>. Do you know anything about Mr. Scotts having a jug of whisky at the sale held by the executor of Mrs. Scott soon after the death of Mrs. Scott? (Mrs. objected to.)

A. Yes Sir, he had a jug of whisky the day of the sale in the back part of his buggy in the carriage house.

30<sup>Q</sup>. Do you know of any persons drinking there on that day? (Question objected to.)

A. I saw him drinking out of it. I saw him first drinking out of it <sup>and</sup> I saw others drinking out of it <sup>and</sup> I wondered what took the old man so often in that carriage shop. I saw several of the boys go in there and drink out of the jug.

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Cross Examined.

1<sup>st</sup> Q. What was the condition of Mr. Scott's mind about the time his wife died, and shortly afterward at the time you speak of when you had the conversation with him in regard to the note in question.

A. Her talked sensible.

2<sup>nd</sup> Q. Isn't it a fact that he appeared very forgetful <sup>and</sup> feeble <sup>and</sup> childish?

A. Her seemed to be forgetful, but as far as being childish is concerned he seemed to be all right in that respect on any business matter.

3<sup>rd</sup> Q. In all the strange and singular conduct that you observed at the funeral at the house and in the Church, in joining in the singing and speaking to the minister, to what motive did you attribute his object in doing so?

A. It looked to me that he didn't show any respect for the old lady in my eyes.

4<sup>th</sup> Q. What object could Mr. Scott have in making known to the people present, the neighbors <sup>and</sup> friends of Mrs. Scott that he did not have a proper respect for her?

A. I don't know. I couldn't tell.

5<sup>th</sup> Q. In your judgment was it an improper thing and a disrespectful thing to his wife to ask the minister to thank the friends for the kindness shown to him and his family during the last sickness <sup>and</sup> funeral of his wife?

A. No Sir. It was very good in him.

6<sup>th</sup> Q. In your judgment is it a sin or improper thing for the old man to have joined in the singing of that old hymn usually sung on funeral occasions "Jesus cover of my Soul" let me to thy bosom fly" or that other impressive hymn "Rock of Ages cleft for me, let me hide myself in thee"?

A. It is not a proper place for a man to sing at his wife's funeral when his wife is lying a corpse. I do not know whether it is a sin or not.

7<sup>th</sup> Q. It is nowhere forbidden in the Decalogue is it or anywhere else in the scriptures?

A. I don't know.

8<sup>th</sup> Q. You are not very much acquainted with the scriptures are you?

A. Not that part of it.

9<sup>th</sup> Q. Do you know what effect that jug of whisky had on the bidding at the sale that day?

A. I noticed it had a pretty heavy effect on Mr. Scott. I don't know about the bidding. The boys seemed to be pretty lively at the bidding. I do not know

whether the whisky caused it or not.

10<sup>Q</sup>. If Mr. Scott told you what it was that he did not want you to say anything about and for which he would give you a hundred dollars, provided he recovered the note, please state what he said it was.

A. Her wanted me to keep still, not say anything about it, not even to my wife, not to tell anybody about it. Her said it was the note. Keep still about the note and say nothing about the note.

11<sup>Q</sup>. What object could he have had, if any, if he was going to commence a suit about the note and make it public. If he had any object in having you keep quiet did he state what that object was? Please state what he said?

A. Her says I don't want anything for my children. I intend to give my property which is left to the two girls here in town. I believe that is all he said. To my wife & Mrs Harst.

12<sup>Q</sup>. Do you know whether or not he had already commenced a Replevin suit to recover the note in question, when you had these conversations with him?

A. The Administrator had just got the note away from him. Her hadn't brought suit there.

13<sup>Q</sup>. Did Mr. Scott tell you in either of the conversations that he had merely showed this note to the Administrator and told the Administrator that his wife had given him this note and that it was his, and that he handed it to the Administrator to look at, and that the Administrator

refused to return it to him. (Question objected to as incompetent & irrelevant.)

A. Yes Sir.

Re Examined

1<sup>Q</sup>. At the time of the funeral of Mrs. Scott or at any other time when you saw him or talked with him, what was his appearance as to being grieved in reference to the death of his wife?

(Question objected to as incompetent.)

A. Her seemed to trouble himself little about her death.

Samuel Leppin.

Exhibit

"2" Elizabeth Leppin, of lawful age, being by me first duly sworn as heretofore certified deposes and says as follows:

1<sup>Q</sup>. State your name, age and place of residence.

A. Elizabeth R. Leppin. I am 49 years old, and reside

in the  
2<sup>Q</sup>. What  
what  
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think  
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in Delaware Ohio.

2<sup>d</sup> Q. What is the condition of your health now and what has it been for many years last past?

A. I have been pretty poorly. I have not been able to do anything. I have not been able to do anything for over 12 years.

3<sup>d</sup> Q. Have you been able to leave your house and visit your neighbors within that time?

A. I haven't been inside of my neighbors house.

4<sup>d</sup> Q. What relation, if any of Margaret Scott wife of James Scott the plaintiff in this case, if any, to you?

A. She was my mother.

5<sup>d</sup> Q. What was her age if you know at the time of her death?

A. Twenty-five years and some months.

6<sup>d</sup> Q. Did your mother call upon you to see you and visit you during the 4 or 5 years previous to her marriage with Scott? If so you may state about how often?

A. Yes Sir. She was here twice that I remember of within the 5 years. But after she married him she never came any more.

7<sup>d</sup> Q. How long did she remain at the times you mentioned?

A. Both times. The first time she came she staid two days and a night, and the second, one day and one night. She staid over night each time.

8<sup>d</sup> Q. How did she appear when she was visiting you, as to being friendly or unfriendly toward you and your family?

A. She appeared all right as any body else would who went in to see any body. She appeared friendly and all right. Only one thing, she seemed different after father died, she was not the same person in mind. (The preceding question objected to by Plt's Counsel.)

9<sup>d</sup> Q. Was there any ill will, or ill feeling existing to your knowledge between your mother and yourself or your family during the last ten or fifteen years of your mother's life? (This objected to.)

A. No, not any at all that I know of, if she had any. I did not.

10<sup>d</sup> Q. Did she ever manifest by her conduct or manner any ill will or ill feeling toward you?

(Question objected to.)

A. No Sir she didn't.

11<sup>d</sup> Q. Were you acquainted with James Scott before he married your mother?

A. No Sir.

12<sup>Q</sup>. Are you acquainted with him now

A. No Sir.

13<sup>Q</sup>. Did you ever meet him or speak to him, or do you know him when you see him.

A. No Sir.

14<sup>Q</sup>. Did Mr. Scott ever call upon you after his marriage with your mother to your knowledge?

A. No Sir.

15<sup>Q</sup>. Did Mrs. Scott call to see you at any time after her marriage with Mr. Scott?

A. No Sir.

16<sup>Q</sup>. What was the disposition of your mother in the later years of her life as to being influenced by persons who were kind to her, and who would agree with her in whatever she might ask or mention. State what you have observed if anything

Objection

in that regard? (Mrs. objected to as leading and incompetent)

A. In the latter part of her life she would come to me and I could influence her so that she would do most anything, or I could get anything out of her if I would ask her, if I would be real good to her.

Then she would say to me she would give me this and she would give me that. Then she would go way to some other one, and then she would turn right around and tell them the same thing as against me, and that is the way she always done.

17<sup>Q</sup>. How long before her death did you observe this disposition of hers which you have mentioned.

Objection

(Question objected to.)

A. Right away, soon after my father died which was about 8 years ago. I spoke to my brother and told him that I thought that a Guardian ought to be appointed for her as she was not capable of doing business. This was my brother James I spoke to.

This was about seven years ago, about a year after my father died.

18<sup>Q</sup>. What did you observe as to the disposition of your mother during the later years of her life as to the effect of crossing her and opposing her in her wishes and desires? State what you observe in that regard.

Objection

(Question objected to.)

A. Nothing in particular.

19<sup>Q</sup>. What do you say from what you have observed and know of her, as to whether she could be influenced by those who opposed her in her desires & purposes.

Objection

(Question objected to.)

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20<sup>th</sup> Q. When did you first observe this disposition of your mother change from one thing to another that you have mentioned? (Question objected to.)

A. She has been more or less so all her life time, but the past last eight years since Father died she has been so much worse.

Elizabeth A. Heppner.

Exhibit  
"A." Jennie M. Harst, of lawful age, being by me first duly sworn according to law deposes and says as follows:

1<sup>st</sup> Q. State your name, age & place of residence?

A. Jennie M. Harst. I am 47 years of age, Delaware Ohio.

2<sup>nd</sup> Q. What relation are you to Margaret Scott, wife of James Scott, plaintiff in this case?

A. I am a daughter of Mrs. Scott.

3<sup>rd</sup> Q. How frequently did you visit your mother for the 5 or 6 years prior to her marriage with Mr. Scott?

A. About twice a year.

4<sup>th</sup> Q. Where would you visit her?

A. On the street in town.

5<sup>th</sup> Q. Did she visit you in the last 5 or 6 years prior to her marriage with Scott? If so about how often?

A. Oh, she would come to see me about 2 or 3 times a year.

6<sup>th</sup> Q. How long would she stay at a time.

A. She would stay all night sometimes.

7<sup>th</sup> Q. Did she visit you after she married Scott?

A. No Sir.

8<sup>th</sup> Q. How did she appear and act toward you and your family when she visited you as you have stated. (Question objected to.)

A. She always treated us very nicely.

9<sup>th</sup> Q. You may state whether she appeared friendly or unfriendly toward you and your family. (Question objected to.)

A. She was very friendly always.

10<sup>th</sup> Q. You may state whether you visited your mother at her house during the last 4 or 5 years prior to her marriage with Scott? If so how often?

A. Yes, I was twice. (Question objected to.)

11<sup>th</sup> Q. How did your mother treat you on those visits, as to friendly or unfriendly? (Question objected to.)

A. Friendly.

12<sup>th</sup> Q. Did you visit her after she married Mr. Scott? If so, how often? (Question objected to.)

A. Yes once.

13<sup>Q</sup>. How did she treat you on that occasion?

Objection (Question objected to.)

A. She treated me very kindly.

14<sup>Q</sup>. When was this and who, if any one, went with you?

Objection (Question objected to.)

A. It was about three weeks before she died and Esther Ashbrook, my sister, went with me.

15<sup>Q</sup>. Did you see Mr. Scott, her husband, there that day? If so did you have any conversation with

Objection (Question objected to.)

A. Yes sir. I had no conversation with him, only I asked him to see mother.

16<sup>Q</sup>. What was his manner and appearance toward you that day as to being friendly or unfriendly?

Objection (Question objected to.)

A. He was unfriendly.

17<sup>Q</sup>. Where you<sup>2</sup> & who was present when you told Mr. Scott you wanted to see your mother?

Objection (Question objected to.)

A. I was in the kitchen. Esther Ashbrook, the hired girl & Uncle George Willey, Mr. Scott & myself.

18<sup>Q</sup>. What did Mr. Scott say when you told him you wanted to see your mother, give the whole conversation that passed between you, if there was

Objection (Question objected to.)

A. He said I couldnt. I told him that I would see her before I went back. Then he said he would go and see, then he came back and said that she said she didnt want to see us, she didnt care who it was. Then George Willey spoke & said, yes Junie, you must see her before you go back; then Uncle George spoke and said that it was queer work they way they were doing here any how; then he spoke again & said Junie you must see her again before you go back; then he started to take me to go and see her, and Scott he got up & caught him by the shoulder and told him to hold on; then George and I went and sat down on the lounge. After while Scott came in the room and said that I could go in and see her. He opened the door & we went in.

19<sup>Q</sup>. During this conversation between you and Mr. Willey that you have related, where was Mr. Scott?

Objection (Question objected to.)

A. He was in the kitchen with Esther and the hired girl.

20<sup>Q</sup>. Who went into the room where your mother was with you? (Question objected to.)

Objection (Question objected to.)

A. Mr. Scott, the hired girl followed in.

21<sup>Q</sup>. How long did you remain in the room with

Objection your mother

A. No

22<sup>Q</sup>. Who

Objection (Question objected to.)

A. No

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23<sup>Q</sup>. After

your mother

door, &

Objection (Question objected to.)

A. No

24<sup>Q</sup>. How

Objection (Question objected to.)

bring in

A. She

25<sup>Q</sup>. Did

Objection (Question objected to.)

A. Yes

26<sup>Q</sup>. Who

Objection (Question objected to.)

A. He

to see

27<sup>Q</sup>. Did

Objection (Question objected to.)

Mr. Scott

to you

A. No

28<sup>Q</sup>. Who

Objection (Question objected to.)

know

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Objection (Question objected to.)

A. No

29<sup>Q</sup>. Who

Objection (Question objected to.)

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A. I

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31<sup>Q</sup>. The

Objection (Question objected to.)

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Objection (Question objected to.)

A. No

32<sup>Q</sup>. Did

Objection (Question objected to.)

marriage

A. No



objection your mother? (Question objected to.)

A. Not more than 10 minutes I should think.

22<sup>Q</sup> Where was Mr. Scott during that time?

objection (Question objected to.)

A. When I went out he was with Esther in the kitchen, I suppose he was there: they shut the door. He was in the room with me about 5 minutes <sup>or</sup> then he went out and shut the door.

23<sup>Q</sup> After Mr. Scott went out from the room where your mother was in to the kitchen <sup>or</sup> shut the door, who was in the room where your mother was

objection except yourself. (Question objected to.)

A. My daughter Ella.

24<sup>Q</sup> How did your mother treat you that day, as to being friendly or unfriendly? (Question objected to.)

A. She treated me very nice, shook hands with me.

25<sup>Q</sup> Did she know you when you went in?

objection (Question objected to.)

A. Yes Sir.

26<sup>Q</sup> What if anything did Mr. Scott say to her when he went in with you to the room where she was?

objection (Question objected to.)

A. Her said there is one of your daughters who wants to see you.

27<sup>Q</sup> Did you inform your mother at that time how Mr. Scott had treated you and what he had said to you about seeing your mother? (Question objected to.)

objection A. No Sir, I did not say anything to her about it.

28<sup>Q</sup> Was there any ill-feeling or ill-will to your knowledge existing between your mother and yourself at the time of her marriage with Scott up to the time of her decease? (Question objected to.)

objection A. None, not that I know of.

29<sup>Q</sup> Were you acquainted with Mr. Scott at the time of his marriage to your mother? If so, how long had you known him? (Question objected to.)

objection A. I didn't know.

30<sup>Q</sup> Had you ever seen him or met him before the time you went there to see your mother, which you have related. (Question objected to.)

objection A. No Sir, that was the first time I ever saw him.

31<sup>Q</sup> Then he never called to see you after his marriage with your mother and to visit you as one of his step daughters, did he?

objection (Question objected to.)

A. No Sir.

32<sup>Q</sup> Did your mother ever call to see you after her marriage with Mr. Scott? (Question objected to.)

objection A. No Sir.

33<sup>d</sup> Q. What is the condition of your health and ability to go about and leave your home, & what has it been for the last 5 or 6 years? (Mrs. objected to.)

A. I have very poor health. I have not been able to go away, for the last 6 years I had very poor health & was not able to go and see mother or any one else.

34<sup>d</sup> Q. What knowledge have you if any whether your mother could write & read writing? (Question objected to)

A. She couldn't. She couldn't write. She couldn't read writing when I left home. I do not know whether she learned it or not.

35<sup>d</sup> Q. What did you observe as to the disposition of your mother in the later years of her life as to whether she could or could not be influenced by others or persuaded to change her mind? (Mrs. objected to)

A. She could, and afterwards was sorry for it.

36<sup>d</sup> Q. How would it be if a person would treat her kindly and agree with her in her ideas & notions as to whether or not she would change her plan or purpose (Mrs. objected to.)

A. She would change anyhow let them be ever so good to her sometimes.

37<sup>d</sup> Q. When did you first observe this disposition on her part to waver, & change her plans on her part under the influence of others. (Mrs. objected to.)

A. After my father died, about 8 years ago.  
Mrs. Jennie M. Earst.

The State of Ohio,  
DeLaware County ss

I, B. F. Freshwater, a Notary Public, in & for the County and State aforesaid, duly commissioned and qualified, do hereby certify that the above named Charles Ashbrook, Esther A. Ashbrook, Samuel Heppen Elizabeth A. Heppen & Jennie M. Earst 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 me, B. F. Freshwater, and in presence of the witness respectively, and were subscribed by said witness in my presence, and were taken by consent of all parties hereto on the 17<sup>th</sup> & 18<sup>th</sup> of June, 1890 and continued from day to day, as above set forth.

I do further certify that I am not counsel, Attorney or relative of either party, or otherwise interested in the result of this suit.

In witness whereof, I have hereunto set my hand and the seal of office, this 18<sup>th</sup> day of June, 1890  
B. F. Freshwater, Notary Public  
in & for DeLaware County, Ohio.

Cost Bill

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Cost Bill:- Depositions & Certificate, 10 per 100 words \$17.<sup>50</sup>  
 Issuing Subpoena at 50 cents each .50  
 Swearing Witnesses 4 cents each .20  
 Clerk's Certificate 30

Witness Fees: } Charles Ashbrook 1.35  
 } Esther A. Ashbrook 1.35  
 } Samuel Leppin .75  
 } Elizabeth R. Leppin .75  
 } Jennie M. Harst .75 \$4.95

Total Cost of Depositions \$23.<sup>25</sup>

Received of James Downing, etc., <sup>as</sup> defendant, the sum of \$23.<sup>25</sup> in full of my fees <sup>as</sup> also witness fees. The witnesses were paid their fees by me with money advanced by James Downing, out of defendants.

B. F. Freshwater, Notary Public in & for Delaware County, Ohio.

Exhibit "S"

James Scott  
 or  
 O. M. Scott & Bro. et al.  
 State of Ohio, Union County ss }

Court of Common Pleas,  
 Union County Ohio.  
 Affidavit for a Continuance

James Downing, being sworn says he is one of the defendants in the above entitled case. That one Stephen Curren of Morrow County Ohio is a material and necessary witness for him in the above action without whose testimony and for want thereof he cannot safely proceed to the trial of the same and he is advised by his counsel and verily believes. That the said Stephen Curren resides in Westfield Township, Morrow County more than ten miles from the Court and place of residence of this affiant. That he did not know of the materiality of the testimony of the said Stephen Curren or that he was a material or necessary witness for him in this case until Saturday the 21<sup>st</sup> day of June, A. D. 1890, and that he did not and could not inform his attorney of the fact until Monday the 23<sup>rd</sup> day of June, 1890, when it was too late to procure the testimony of the said Curren in time for this trial. That ever since the commencement of this action and from the time he was served with a summons therein he has been active & diligent in looking after his witnesses & procuring his proof and getting ready for the trial of this case.

But that he could not and did not, though he has used due diligence, learn or find out that the said Stephen Curren knew anything about this case or that he had any knowledge of the facts at issue therein until the date hereinbefore stated.

That the said Stephen Curren is the nephew

of the said Margaret C. Scott deceased and visited at her house after the 4<sup>th</sup> day of June, 1889, and prior to her death and had conversation with both Margaret C. Scott and James Scott in reference to their property.

That the said Stephen Curren will testify that when he went there in the summer of 1889, he saw the said James Scott, plaintiff in this case, and he had a conversation with him. That he went there to see and visit his Aunt the said Margaret C. Scott. That the said James Scott refused to let him see his Aunt at first, and that a controversy arose between him and the said Scott, and that he afterward found his way into the room and did see and talk with her. That the said James Scott did not assign any reasons why he did not want him to see his Aunt, the said Margaret C. Scott. That at that time they had conversations about her property but this affiant is not able to state just what was said by the said James Scott & Margaret C. Scott. Affiant says that he has used due diligence in the preparation of his defense in this case and in his search for the witnesses to establish his said defense. This affiant hopes and expects to procure the testimony of said Stephen Curren or to take his deposition to be used as evidence in the trial of this case before the next term of this Court, to which time he asks that the same may be continued. That this affidavit is not made for the purpose of delay merely but that substantial justice may be done.

James Downing.

Sworn to before me and subscribed in my presence this 25<sup>th</sup> day of June, A. D. 1890.

R. M. Crory, Clerk.

By W. M. Winger, Deputy.

seal

Attest  
R. M. Crory clerk



Petition

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Hear 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 26<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit, on the 3<sup>rd</sup> day of June, 1889, Mary E. Pitts filed in the Clerk's Office of the said Court of Common Pleas the following Petition against James M. Davids, to wit:

Petitioner  
5813

James O. Pitts &  
Mary E. Pitts  
vs  
James M. Davids

Court of Common Pleas  
Union County Ohio.

The plaintiffs say they are the only surviving heirs at law of Andrew Pitts, late of Delaware County, Ohio, deceased; that they are the same James O. Pitts & Mary E. Pitts mentioned in the last Will & Testament of the said Andrew Pitts, dated August 6<sup>th</sup>, 1863, and duly probated in the Probate Court of said Delaware County, April 5<sup>th</sup>, 1864. And that by said Will, a copy of which is hereto attached as part hereof, said Andrew Pitts devised the real estate described therein to wit: 80 acres of land in Thompson Township in said County of Delaware to Elizabeth J. Pitts, his wife, and mother of the plaintiffs to be used & controlled by her her life-time with a conditional power to sell the same and invest the proceeds in other lands, and therein provided that she should have and control the land bought the same as the land sold, her life-time, and at her death said land should be equally divided between the three children named in said Will.

Plaintiffs further say, that said Elizabeth J. Pitts sold said 80 acres of land March 22<sup>nd</sup>, 1865 for \$1900.00 to John W. Cove of Delaware County, & on the 24<sup>th</sup> of March, 1865, she purchased 65 acres of land in Union County for \$2600.00, and in November of said year sold the said 65 acres to strangers without notice of her said trust, and with the same trust fund, she, the said Elizabeth J. Pitts purchased of Morgan Young the following described real estate situate in Claiborne Township, Union County, Ohio, being part of Military Survey N<sup>o</sup> 6293.

Beginning at a black ash, N. W. corner to the land herein conveyed: thence N. 86 - E. 62 poles to a

slater S.E. corner: thence S. 86° W. 62 poles to a stake  
S.W. corner: thence N. 5° W. 105 poles to the place of  
beginning, containing 40 acres more or less. Bring  
the same land now owned by the defendant  
James M. Davids.

Plaintiff further says, that after purchasing  
the above described land she, the said Elizabeth J.  
Pitts was married to Daniel Kolombough, and on  
the 1<sup>st</sup> day of April, 1872, said Elizabeth J. Pitts, who  
was then Elizabeth J. Kolombough, and her said  
husband, Daniel Kolombough sold and conveyed  
said above described lands to the defendant  
James M. Davids for  $\frac{2}{3}$  in consideration of \$1800.<sup>00</sup>  
to them paid.

Plaintiffs say by the terms of said will  
said Elizabeth J. Kolombough held said lands in trust  
for them at the time she sold and conveyed the  
same to the defendant and had only a life  
estate therein. And the said defendant James  
M. Davids well knew the fact that said Elizabeth J.  
Kolombough had purchased said lands with said  
trust funds and held only a life estate therein  
he will know the provisions of said will and  
that she had sold the lands described in said  
will, and had bought and sold the 65 acres  
aforesaid, and that the lands purchased from her  
by the defendant should be held in trust for plain-  
tiff until the death of said Elizabeth J. Kolombough  
and that said Elizabeth J. Pitts (then Kolombough)  
had violated her said trust, and was violating the  
same in the sale and conveyance of said lands  
to him at the time he purchased the same from her.

Plaintiffs say the said Elizabeth J. Kolombough  
died October 9<sup>th</sup>, 1879 and left no estate. That after  
selling the above described lands to defendant she  
did not invest the funds arising therefrom or any  
part thereof in lands or in the purchase of any  
property for the use of these defendants, and died  
without having accounted in any manner whatever  
for said trust funds. Wherefore plaintiffs say they  
are the legal owners of said above described lands  
and are entitled to the immediate possession thereof,  
and that said defendant James M. Davids is still  
in possession of the same and has been wrongfully  
in possession of said premises since the death of  
said Elizabeth J. Kolombough, to wit, October 9<sup>th</sup>, 1879, and  
has since said date wrongfully kept these plaintiffs  
out of possession thereof.

Second Cause of Action: Plaintiffs say, they are entitled

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to the rents and profits of said lands, and have been so entitled to receive said rents & profits since said 9<sup>th</sup> day of October, 1879, and that said defendant has been receiving and applying said rents & profits to his own use during all said time, and that the same are worth the sum of One hundred and sixty dollars per year.

Wherefore plaintiffs pray judgment against the defendant James M. Davids for possession and title to said lands, and for the sum of nine hundred and sixty dollars, \$960<sup>00</sup>, the value of said rents and profits for the six years last past, or that said defendant be required to account to these plaintiffs for said trust funds of \$1960<sup>00</sup> so as aforesaid invested by said Elizabeth J. Pitts in the purchase of said lands and interest thereon according to law the same as the said Elizabeth J. Pitts was, or would have been required to do by the terms of said will and for all relief, both at law and in equity the case may require.

P. R. Kerr

State of Ohio,  
Union County, ss.

Attorney for Plffs.

James O. Pitts, one of the plaintiffs being sworn says he believes the statements & allegations in the foregoing petition are true.

James O. Pitts.

Sworn to before me and subscribed in my presence by said James O. Pitts this 3<sup>rd</sup> day of June, 1889.

Seal

Wm. R. Phelps,

Notary Public

To the Clerk:

Issue Summons to Sheriff of Union County Ohio & Endorse: Action to recover Real Estate & Rents. Amount claimed \$960<sup>00</sup>.

P. R. Kerr. Atty. for Plffs.

Summons

5813 Afterward, on the 3<sup>rd</sup> day of June, 1889, a Summons was issued by the Clerk of Court, endorsed as follows:

The State of Ohio,  
Union County, ss

To the Sheriff of said County.

You are hereby commanded to notify James M. Davids that he has been sued by James O. Pitts & Mary O. Pitts in the Court of Common Pleas of said Union County, and that unless he answer by the 6<sup>th</sup> day of July, 1889, the petition of the said plaintiff against him filed in the Clerk's Office of said Court, such petition will be taken as true, & judgment taken accordingly.

You will make due return of this summons on

on the 17<sup>th</sup> day of June, 1889.

Witness my hand and the seal of said Court,

Seal

this 3<sup>rd</sup> day of June, 1889.

R. M. Croy, Clerk.

Endorsed: Action for Recovery of Real Estate & Rents.

Amount claimed \$960<sup>00</sup>.

And on the 4<sup>th</sup> 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:

5813

Service	\$ 30
Mileage	16
Copy	20
Total	\$ 66

The State of Ohio,

Union County, ss

Sheriff's Return.

Received this writ June 3<sup>rd</sup>, 1889, at 7 o'clock P. M., and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to the within named James M. Davids, Defendant.

Thomas Martin, Sheriff.

Answer Afterward, on the 7<sup>th</sup> day of November, 1889, an Answer was filed with the Clerk of Courts.

5813

James O. Pitts et al

vs

Court of Common Pleas,

James M. Davids

Union County Ohio.

The said defendant for answer to the said petition says he admits that he bought the 40 acre tract of land mentioned in said petition from the said Elizabeth J. Kolombough at the time mentioned and received from her a warranty deed for the same and paid for said land the sum of \$1800<sup>00</sup> as thereon alleged, but all the other allegations of said petition he denies except that he believes the plaintiffs are the same persons mentioned in said petition as two of the heirs of said Andrew Pitts, but he had no knowledge of the said will or their claim or pretended claim to said forty acres of land until sometime after the said purchase and the execution and delivery of said deed to him.

J. W. Robinson.

The State of Ohio,  
Union County, ss

James M. Davids, being duly sworn, deposes & says the allegations of the foregoing answer are true.

J. M. Davids.

Sworn to before me & signed in my presence this 4<sup>th</sup> of June, 1889.

Seal

R. M. Croy, Clerk of Courts.

Entry

Affidavit

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Entry  
 5813 James E. Pitts et al

Afterward, on the 20<sup>th</sup> day of November, 1889, an Entry was made on the Journal by the Clerk of Courts.

As  
 James M. Davids

Journal 15, Page 192.

This day this cause came on to be heard upon the motion of plaintiffs for leave to file amended petition making Davina Davids party defendant was argued by counsel, and the Court being advised in the premises sustain said motion.

And it was ordered by the Court that the plaintiffs have leave to file an amended Petition as prayed for in motion by December 15<sup>th</sup>, 1889, <sup>and</sup> cause continued.

To all of which the defendant objects & excepts.

Amended  
 Petition James E. Pitts <sup>et al</sup>  
 Mary E. Pitts  
 As  
 5813 James M. Davids <sup>et al</sup>  
 Davina Davids

Court of Common Pleas  
 Union County Ohio.

The plaintiffs for their Amended Petition says: That they are the only surviving heirs at law of Andrew Pitts late of Delaware County Ohio deceased; and that they are the same James E. Pitts & Mary E. Pitts, mentioned in the last Will of the said Andrew Pitts, dated August 6<sup>th</sup>, 1863 and probated in the Probate Court of said County of Delaware, April 5<sup>th</sup>, 1864. A copy of said Will is hereto attached and marked "A" and made part hereof. That by the terms of said Will the said Andrew Pitts devised the real estate described therein, to-wit: 80 acres of land in Thompson Township in Delaware County, Ohio, to Elizabeth J. Pitts, his wife & mother of plaintiffs to be used by her her life-time with a conditional power of sale which condition was that the said Elizabeth J. Pitts in the event of sale of said lands devised should reinvest the proceeds of said sale in other lands, to the same amount or more, and that she should have the control of the lands bought the same as the lands sold, and at her death said lands should be equally divided between his three children named in said Will, the said plaintiffs being the only survivors of said children the said George B. Pitts having died intestate & without issue.

Plaintiffs further say: That said Elizabeth J. Pitts sold said 80 acres of land mentioned in said Will on the 24<sup>th</sup> day of March 1865 for the sum of \$1900<sup>00</sup> to John W. Cook of Delaware County, Ohio, & on

the 24<sup>th</sup> day of March, 1865, she purchased 65 acres of land in Union County for \$2600<sup>00</sup>; and in November of said year sold the said 65 acres to strangers, without notice of her said trust, and with the same trust fund she the said Elizabeth J. Pitts, purchased of Morgan Young the following described real estate, situate in the County of Union <sup>2/4</sup> State of Ohio, being part of Survey N<sup>o</sup> 6293.

Beginning at a black ash N. W. corner to the land herein conveyed; thence <sup>N. 86, E. 62 poles to a stake N. E. corner;</sup> thence S. 50, E 105, <sup>the size of stake.</sup> S. E. corner; thence S. 80 W. 62 poles to a stake S. W. corner; thence N. 50, W. 105 poles to the place of beginning containing 40 acres more or less being the same land now in the possession of the defendants.

Plaintiffs further say; That after purchasing the above described land she the said Elizabeth J. Pitts was married to Daniel Kolrubough and on the 1<sup>st</sup> day of April, 1872, said Elizabeth J. Pitts (who was then Elizabeth J. Kolrubough) and her husband the said Daniel Kolrubough, sold and conveyed said above described tract of land to the defendant James M. Davis for the sum of \$1800<sup>00</sup>, to them paid.

Plaintiff say; That by the terms of said will, said Elizabeth J. Kolrubough, held said lands in trust for them, at the time she conveyed the same to the said James M. Davis, and she had only a life estate therein; and the said James M. Davis well knew the same when he purchased said lands <sup>2/4</sup> also well knew that said lands were held in trust for these plaintiffs in the manner stated in said will, <sup>2/4</sup> will know that said Elizabeth J. Kolrubough had purchased said lands with said trust funds, and well knew the nature of said trust, said James M. Davis when he purchased said lands was familiar with the provisions of said will; and also knew that said Elizabeth J. Kolrubough had sold the lands described in said will and also that she had bought and sold the other lands herein mentioned, <sup>2/4</sup> know that the lands purchased from her by the said James M. Davis should be held for the plaintiffs, and that at the death of said Elizabeth J. Kolrubough said plaintiffs would be entitled to the same and knew that in selling the same the said Elizabeth J. Kolrubough was violating her said trust. Said Elizabeth J. Kolrubough died on the 9<sup>th</sup> day of October, 1879, and left no estate. That after selling the above described land to the said James M. Davis she did not buy any other lands or reinvest

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the proceeds of her said sale for the benefit of the said plaintiffs but without the consent of either of them consumed the same herself, and she died without having in any manner accounted to the plaintiffs or either of them, for any part of said trust funds; and neither of said plaintiffs nor received anything under said will.

Plaintiffs say: That in buying the said trust estate knowing the facts in regard thereto the said James M. Davids took upon himself the said trust and that he has ever since the death of said Elizabeth J. Holmabaugh wrongfully kept the plaintiffs out of the possession of the said lands, which in equity he is bound to convey to them, the plaintiffs bring the owners of the equitable title to said lands. Though often requested the said James M. Davids still neglects and refuses to execute the said trust or to account to the said plaintiffs for said lands.

The plaintiffs say: That after he had obtained the deed for said lands from the said Elizabeth J. Holmabaugh, the said James M. Davids caused the legal title to the same to be placed in the said Davina Davids who is and was his wife, but the said conveyance was wholly without consideration, and the said Davina Davids paid nothing for said lands; that at the time the title was so conveyed to her she had knowledge of the said trust as herein stated and knew the character and extent of the same, the same as her said husband, and she holds the legal title to said lands in trust for the plaintiffs, but though often requested neglects and refuses to execute said trust.

Second Cause of Action: Plaintiffs say: That they are entitled to the rents and profits of said lands and that said defendants have had all the rents and profits thereof ever since the death of said Elizabeth J. Holmabaugh, and have applied the same to their own use and though requested have refused to account to the plaintiffs or either of them for any part thereof. The annual rental value of said premises since the death of said Elizabeth J. Holmabaugh is \$160<sup>00</sup>. The total value of the rents and profits of said lands since the death of said Elizabeth J. Holmabaugh is \$960, for which the said defendants should account to the said plaintiffs.

Wherefore the plaintiffs pray that the said defendants may by the Court here be decreed to

execute and fulfill said trust. That they may be decreed to convey to the plaintiffs the legal title to said lands and to account to the plaintiffs for the rents and profits thereof since the date of the death of said Elizabeth J. Kolmbangle, to wit: since the 9<sup>th</sup> day of October, 1879; or if the Court should deem it more just and equitable, that the defendants be required to account to the plaintiffs for the value of said lands at the time they became in possession of the same with the use thereof.

And that the trust named in said will shall be enforced and the said defendants be decreed to carry out the same the same as if the said conveyance to them had not been made, but said lands had remained in the name of said Elizabeth J. Kolmbangle; and that the Court will make such orders and decrees as the nature of the case may require, <sup>to</sup> as will be equitable <sup>and</sup> just.

P. R. Starr <sup>Esq</sup>

The State of Ohio,  
Union County ss.

J. D. Cameron,  
Attorney for Plffs.

James C. Pitts, one of the plaintiffs bring first duly sworn says the facts stated in the foregoing petition are true as he verily believes.

James C. Pitts.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of February, 1890.

Seal

W. S. Winters, Notary Public  
in <sup>and</sup> for Union County Ohio.

The issuing <sup>and</sup> service of summons is hereby waived and the appearance of said Lavina Leavids entered.

J. W. Robinson, Atty. for Lavina Leavids.

Copy of Will of Andrew Pitts

I, Andrew Pitts, hereby wish my property disposed of as follows:

I request that my wife Elizabeth J. Pitts do have the entire control of the property owned by me during her life-time. She shall have the power to sell the land owned by me, being parts of lots n<sup>o</sup> 22<sup>nd</sup> & 23 as surveyed by Joel Wright for Baum<sup>ns</sup> Parry and make a good and lawful deed for the same.

Provided that the same amount of land or more land is bought. And the said E. J. Pitts is to have <sup>and</sup> control the land bought the same as the land aforesaid. n<sup>o</sup> 22<sup>nd</sup> & 23 containing 80 acres, her life-time. At her death

it is to  
James C  
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6<sup>th</sup>, 1863.

Witness:

Demurrer James

5813 James  
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It is to be equally divided between my three children James O. Pitts, George B. Pitts & Mary E. Pitts.

Whereas, I set my hand and seal, August the 6<sup>th</sup>, 1863.

Andrew Pitts.

Witness: Emanuel Kite

Elias Seal.

Demurrer James O. Pitts et al

vs

5813 James M. Davids & Lavina Davids

Court of Common Pleas Union County, Ohio

The defendants now come and answer to the plaintiffs amended petition and for cause of demurrer the defendants say the said amended petition does not state facts sufficient to constitute a cause of action.

2<sup>nd</sup>. It does not appear in said amended petition but that said widow of Andrew Pitts invested said purchase money in other lands than that described in said petition as 40 acres.

3<sup>rd</sup>. It appears by said petition that said widow of Andrew Pitts sold and conveyed the land in said petition described to John W. Cowe & reinvested the purchase money in other lands & sold that to strangers who were ignorant of said will and it does not appear by said will that said widow had any power or authority to sell the land which she purchased and paid for by the proceeds of said sale to John W. Cowe, nor does it appear in said petition that she had violated any trust by the sale of said 40 acres of land to said James M. Davids, nor that it was the duty of said James M. Davids to see that she reinvested in other lands the money which he paid to her for said 40 acres of land, nor that said defendant acted in bad faith or in any other way was at fault in making said purchase.

4<sup>th</sup>. There are other defects in said amended petition, wherefore defendants pray judgment.

J. W. Robinson

Attorney for Defendants

Answer to Amended Petition was filed with the Clerk. Afterward, on the 23<sup>rd</sup> day of May, 1890, the Answer

Amended James O. Pitts &

Petition Mary E. Pitts

vs

5813 James M. Davids & Lavina Davids

Court of Common Pleas Union County Ohio

Answer to Amended Petition.

The defendants now for their answer to the plaintiffs amended petition say that they admit that said Davina Davids, the wife of said James M. Davids is in the possession of the 40 acres of land in said Survey N<sup>o</sup> 6293 and that she claims title to the same in her own right and they say they have no knowledge of the allegations of the said amended petition as to said will and said trust of said Elizabeth J. Pitts <sup>2</sup> therefore they deny all the allegations thereof in that respect <sup>2</sup> say further that she held the title to said land in her own name <sup>2</sup> the said J. M. Davids when he bought said land 40 acres of land of her had no knowledge of any trust in regard thereto, and he afterwards sold <sup>2</sup> conveyed said land to Mary Charles who had no knowledge thereof <sup>2</sup> afterwards the said Davina Davids bought of said Charles the said land in good faith without any knowledge of any of the facts alleged in said amended petition <sup>2</sup> paid full value therefor <sup>2</sup> therefore said defendants deny each and all the allegations of said amended petition not herein specifically admitted <sup>2</sup> they pray judgment for costs against the plaintiffs <sup>2</sup> that title to said land be quieted in said Davina Davids against the pretended claim of the said plaintiffs.

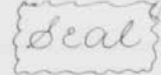
J. W. Robinson, Atty. for Defts.

J. M. Davids <sup>2</sup> Davina Davids.

State of Alabama,  
Tallapoosa County:

The said James M. Davids <sup>2</sup> Davina Davids being duly sworn deposes and says that they believe the allegations of the foregoing answer are true.

Sworn to before me <sup>2</sup> signed in my presence  
this 19<sup>th</sup> day of May, 1890.



Marcus Herzfeld,

Notary Public.

Afterwards, on the 9<sup>th</sup> day of July, 1890, an Amended Answer was filed with the Clerk of said Court.

James O. Pitts et al

Court of Common Pleas

Amended

vs

Answer J. M. Davids et al

5813

The said J. M. Davids <sup>2</sup> Davina J. Davids for their amended answer admit that they are man <sup>2</sup> wife <sup>2</sup> that said J. M. Davids bought of said Elizabeth J. Holcombough said 40 acres of land and received deed for the same on the 1<sup>st</sup> of April 1872 <sup>2</sup> that said Davina J. Davids bought same land <sup>2</sup> received deed for the same, they deny each and every other allegation of said amended petition <sup>2</sup> say they are untrue.

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2<sup>d</sup>. The said defendants further say that when said J. M. Davids purchased said land from said Elizabeth J. Kolmbaugh April, 1872 he had no knowledge, notice, information or belief that said Kolmbaugh's title to said land was defective, nor did he have any knowledge of the facts in said amended petition alleged and he purchased said lands <sup>2<sup>d</sup></sup> took deed for the same without any knowledge or notice of any of the facts, matters or things in said amended petition alleged <sup>3<sup>d</sup></sup> further he paid a full and fair consideration for the same before he received any notice or had any knowledge of the facts or any of them alleged in said amended petition <sup>4<sup>d</sup></sup> further said J. M. Davids sold and conveyed said land to Mary Charles for a full and fair consideration and she had no notice or knowledge of said claim of plaintiffs or of the facts alleged in said amended petition and she in good faith held the same until the 16<sup>th</sup> of February, 1880 she sold the said land back to the said J. M. Davids <sup>5<sup>d</sup></sup> agreed with him to recover the same to him <sup>6<sup>d</sup></sup> the defendants say that a short time before said deed was made by said Mary Charles but after she had agreed to convey the same to said J. M. Davids the said Lavina J. Davids in consideration of twenty-five hundred dollars paid to said J. M. Davids bought from said J. M. Davids said 40 acres of land <sup>7<sup>d</sup></sup> 10 acres more adjoining thereto. And when said Mary Charles came to make the deed for said 50 acres (she having been the owner of the said 50 acres,) she made a deed directly to said Lavina J. Davids without passing the title back to said J. M. Davids, but the same was done for convenience only and was no part of the contract of purchase by said J. M. Davids from Mary Charles nor of said Lavina J. Davids from said J. M. Davids. That said Lavina J. Davids bought and paid for said lands without any knowledge or notice what ever of any of the facts alleged in said amended answer not specifically admitted <sup>8<sup>d</sup></sup> she denies generally <sup>9<sup>d</sup></sup> specifically each and every allegation in said amended petition <sup>10<sup>d</sup></sup> further said defendants say the said two plaintiffs are not the sole heirs of said Andrew J. Pitts, deceased, but the said George B. Pitts is still living and the said plaintiffs after the death of the said Elizabeth J. Pitts brought an action for the said 80 acres of land in said petition mentioned against J. W. Coue for the recovery of said land on the claim that the deed to said Coue did not convey to him a good title

which action they brought in the Court of Common Pleas of Delaware County, Ohio, and which cause after full trial was by said Court decided against said plaintiffs and judgment rendered in said cause on the writs against them and the same is still in full force and effect & by said action plaintiffs elected their remedy and having done so failed to have no right to maintain this action & further these defendants that they now have learned & also allege that the said 80<sup>+</sup> acres of land mentioned in said Will was paid for with the means of said Elizabeth J. Pitts and the deed therefor to her husband Andrew Pitts but in fact she was the equitable owner thereof and that it was his Will that she should exercise the control of said real estate and its proceeds in case of sale and be reposed confidence in her and intended that she should exercise her own judgment and discretion as to what land she would buy and when make the purchase and should use and control the lands she might buy the same as her own only subject to the condition that she should thus have left should go to the three children aforesaid and that she was unable to maintain said children without selling said land and without any breach of trust or violating any obligation legal or equitable she in order to pay debts contracted in the meantime & education of her said three children sold and conveyed said lands and the proceeds were used and expended for the benefit, maintenance & education of said children, all done according to her best judgment and without any intent on her part to depart from the duty reposed upon her by said will & the rights & duties aforesaid & therefore the defendants aver that the plaintiffs ought not to have or maintain this suit or have the relief or any relief they ask.

J. W. Robinson,

Attorney for Defendants.

Sworn to before me and signed in my presence

this 9<sup>th</sup> day of July, 1890.

Seal

R. M. Crony, Clerk.

Entry

Afterward, on the 2<sup>nd</sup> day of August, 1890, an entry was made on the Journal by the Clerk.

5813 James O. Pitts et al

vs.

James M. Davids et al

Journal 15, Page 382.

This day this cause came on to be heard

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Petition

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upon the pleadings of the parties and the evidence.  
 On motion whereof the Court being fully advised in the premises finds that the equity of the case is with the plaintiffs, and that they are entitled to recover of the defendants the undivided two-thirds of the premises in the petition described. The Court further find that the said Lavina Davids should account to the said plaintiffs for the use of the lands to which the plaintiffs are found entitled, and the Court finds that the just and reasonable amount for which the said Lavina Davids should account to plaintiffs for the use of said lands is \$500<sup>00</sup>.

It is therefore adjudged and decreed by the Court that the said defendants within thirty days from the date of this decree convey to said plaintiffs by good and sufficient deed the undivided two-thirds of said lands and that in default of such conveyance that this decree operate as such.

And it is further ordered that the said Lavina Davids within thirty days from this date pay to the said plaintiffs the said sum of \$500<sup>00</sup> and that in default of such payment that execution issue therefor as upon judgments at law.

And it is further ordered that the plaintiffs recover of the defendants their costs herein expended taxed at \$---. Therefore the defendants gave notice of their intention to appeal to the Circuit Court and the Court fix the Bond at One thousand dollars. \$1000<sup>00</sup>.

Attest  
 R. M. Gray Clerk

Pleas returned & held at the Court House in Marysville within and for the County of Union, in the South 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 3<sup>rd</sup> day of November in the year of our Lord one thousand eight hundred and eighty-nine.

5793  
 Petition  
 But it remembered that, heretofore, to-wit, on the 23<sup>rd</sup> day of April, 1889, Flora Katcher et al filed in the Clerk's Office of the Court of Common Pleas the following Petition against Martha M<sup>rs</sup> Entire et al, to-wit:

Flora Katcher, Rosa Tamm<sup>rs</sup> Alice M<sup>rs</sup> Entire  
 Vs.  
 Martha M<sup>rs</sup> Entire, Robert M<sup>rs</sup> Entire, William W. M<sup>rs</sup> Entire, John W. M<sup>rs</sup> Entire, Lucinda Wright, Hannah Clark & the children of Molly & Webster Griffith, to-wit, Flora & Lilly Griffith.

Court of  
 Common Pleas  
 Union Co., Ohio

The plaintiffs say they are the only surviving children <sup>2/3</sup> heirs at law of Frank C. M<sup>r</sup> Entire deceased that said Frank C. M<sup>r</sup> Entire died on or about the day of August 1879, and that said Frank M<sup>r</sup> Entire was a son and heir at law of Robert M<sup>r</sup> Entire dead, and that said Robert M<sup>r</sup> Entire died intestate on or about the 7 day of November, 1887 seized of the following real estate, situate in said County of Union <sup>2/3</sup> State of Ohio, described as follows: Beginning in Survey n<sup>o</sup> 3234 3237 <sup>2/3</sup> 3238. Beginning in the centre of the cross-roads at York Centre; thence with the York Centre <sup>2/3</sup> Newton gravel road S. 2° E. 113 poles to a stone in the South line of Survey n<sup>o</sup> 3234; thence with said South line S. 83° E. 57 <sup>1/2</sup> poles to a stone, hickory <sup>2/3</sup> elm <sup>2/3</sup> buckeye S.E. corner of said Survey n<sup>o</sup> 3234; thence with the East line of Survey n<sup>o</sup> 3234 S. 8 <sup>1/4</sup> W. 20 poles to a stone S.W. corner to a lot of land containing 16 acres conveyed by J. D. Man to James Boubek September 1<sup>st</sup>, 1863; thence with the S. line of said lot N. 82 <sup>1/2</sup> E. 19 <sup>1/2</sup> poles to a stone; thence N. 8 <sup>1/4</sup> E. 115 poles (parallel with the S. line of said Survey n<sup>o</sup> 3234) to a stone in the center of the Richwood <sup>2/3</sup> York Centre road; thence with the center of said road N. 70° W. 100 <sup>1/2</sup> poles to the beginning, containing 57 acres <sup>2/3</sup> 116 poles.

Also a lot of 32 <sup>1/2</sup> acres described as follows: Beginning at the S.W. corner of John W. Cahills land in n<sup>o</sup> 3238; thence N. 82 <sup>1/4</sup> W. 47 <sup>1/2</sup> poles to a stone; thence N. 8 <sup>1/4</sup> W. 29 poles to a stone in Survey line of Survey n<sup>o</sup> 3239; thence N. 8 <sup>1/4</sup> E. with said Survey line 42 poles to a stone; thence S. 82 <sup>1/4</sup> E. 89 <sup>1/2</sup> poles to a stone N.W. corner to John W. Cahills land; thence S 8 <sup>1/4</sup> W. 71 poles to the place of beginning, containing 32 <sup>1/2</sup> acres in all 90 <sup>1/2</sup> acres, excepting therefrom 1 acre sold to the Board of Education of York Township.

And plaintiffs say they are tenants in common with the defendants in said above described real estate and have the legal title to and are entitled to possession of the one seventh part thereof in severally <sup>2/3</sup> each of said plaintiffs are entitled to the one twenty first part thereof.

Plaintiffs say that the defendant Martha M<sup>r</sup> Entire is the widow of the said Robert M<sup>r</sup> Entire and entitled to dower in said premises.

Wherefore plaintiffs pray that said premises may be partitioned, and the dower interest in the same be set off to said Martha M<sup>r</sup> Entire, and that the plaintiffs may have the one 21<sup>st</sup> part thereof set off and assigned to each of them or the 1/7 part assigned and set off to them jointly, <sup>2/3</sup> if the same cannot be

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done without manifest injury there that such proceedings may be had as are authorized by law.

P. R. Kerr,

Attorney for Plaintiffs.

State of Ohio,  
Union County, ss.

Flora Katcher, being sworn says the statements and allegations in the foregoing petition are true as she verily believes.

Flora Katcher.

Sworn to before me and subscribed in my presence this 20<sup>th</sup> day of April, 1889.

Seal

William A. Phelps

Notary Public.

To the Clerk:

Issue summons for defendants to Sheriff of Union County, returnable according to law.

P. R. Kerr, Atty.

Summons

5793

Afterward, on the 23<sup>rd</sup> day of April, 1889, a summons was issued by the Clerk of said Court endorsed to wit:

The State of Ohio  
Union County ss.

To the Sheriff of said County:

You are hereby commanded to notify Lucy Wright <sup>q/w</sup> - - - children of Molly Griffith that they have been sued by Flora Katcher in the Court of Common Pleas of Union County, and must answer by the 25<sup>th</sup> day of May, 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 25<sup>th</sup> day May, 1889.

Witness my hand and the seal of said Court this 23<sup>rd</sup> day of April, 1889.

Seal

R. M. Leroy, Clerk

Endorsed: 'Action for Partition <sup>q/w</sup> above.'

Sheriff's Return

5793

And on the 20<sup>th</sup> 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:

Service	\$ 30
Mileage	3 00
Copy	20
Total.	\$3 50

State of Ohio,  
Union County ss.

Sheriff's Return.

Received this writ April 23<sup>rd</sup>, 1889, at 1 o'clock P. M. and served same by delivering a certified copy thereof with the endorsements thereon to the within named Lucy Wright on the 25<sup>th</sup> day of April, 1889.

Thomas Martin, Sheriff.

Summons

Afterward, on the 23<sup>rd</sup> day of April, 1889, a summons was issued by the Clerk endorsed as follows:

5793

The State of Ohio  
Union County, ss

To the Sheriff of said County:

You are hereby commanded to notify Martha M<sup>c</sup>Entire, Robert M<sup>c</sup>Entire, William M<sup>c</sup>Entire, John M<sup>c</sup>Entire & Hannah Clark that they have been sued by Flora Watcher et al in the Court of Common Pleas of Union County, and must answer by the 25<sup>th</sup> day of May, 1889, or the petition of the said plaintiff will be taken as true, & judgment rendered accordingly.

You will make due return of this summons on the 6<sup>th</sup> day of May, 1889.

Witness my hand and the seal of said Court, this 23<sup>rd</sup> day of April, 1889.

Seal

R. M<sup>c</sup>Creary, Clerk.

Endorsed: "Action for Partition & Dower".

Answer

of Martha M<sup>c</sup>Entire et al

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Sheriff's Return

Afterward, on the 26<sup>th</sup> 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:

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Service	\$ 30
Subst. Hfts.	60
Mileage	5 30
Copy	1 00
Total	\$ 7 20

State of Ohio  
Union County ss

Sheriff's Return

Received this writ April 23<sup>rd</sup>, 1889 at 1 o'clock P. M. & served same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 25<sup>th</sup> day of April, 1889.

Thomas Martin Sheriff.

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Summons

Afterward, on the 1<sup>st</sup> day of June, 1889, a summons was issued by the Clerk of Court endorsed as follows:

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The State of Ohio  
Union County, ss

To the Sheriff of said County:

You are hereby commanded to notify Flora Griffith & Lillian Griffith that they have been sued by Flora Watcher et al in the Court of Common Pleas of said Union County, and that unless they answer by the 29<sup>th</sup> day of June, 1889, the petition of the said plaintiffs 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 10<sup>th</sup> day of June, 1889.

Witness my hand and the seal of said Court, this 1<sup>st</sup> day of June, 1889.

R. M<sup>c</sup>Creary, Clerk.

Endorsed: "Action for Partition & Dower".

State of  
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Answer



And on the 3<sup>rd</sup> day of June, 1859, the Sheriff of said County returned said writ to the Clerk's Office of said Court which return is as follows:

Service	\$ 45
Mileage	1 00
Copy	40
Total	\$ 1 85

State of Ohio,  
Union County, ss

Sheriff's Return.

Received this writ June 1<sup>st</sup>, 1859, at One o'clock P. M. <sup>3/4</sup> pursuant to its command I served the same by delivering a true and certified copy thereof with the endorsements thereon to the within named Flora Griffelle <sup>3/4</sup> Lellie Griffelle on the 1<sup>st</sup> day of June, 1859.

Thomas Martin, Sheriff.

Answer

of  
Martha was filed with the Clerk of said Court.

M<sup>rs</sup> Entire Flora Keatcher, Rosa Tamm  
et al <sup>3/4</sup> Alice M<sup>rs</sup> Entire

Court of Common Pleas  
Union County, Ohio.

vs.

5793

Martha M<sup>rs</sup> Entire et al

Now comes the defendants Martha M<sup>rs</sup> Entire, Robert M<sup>rs</sup> Entire, William M<sup>rs</sup> Entire, John M<sup>rs</sup> Entire, Lucy Wright, Hannah Clark, defendants and for answer to plaintiffs petition say that they admit that Frank M<sup>rs</sup> Entire, deceased, was a son of Robert M<sup>rs</sup> Entire, deceased; that said Frank died on or about the --- day of August, 1879; and that said Robert died intestate on or about the --- day of November, 1887 seized in fee simple of the real estate described in the petition; that the defendant Martha M<sup>rs</sup> Entire is the widow of said Robert M<sup>rs</sup> Entire deceased and entitled to dower in said premises and they deny each and every other allegation in the petition contained and therefore ask that the petition be dismissed and that they may go hence with their costs.

Cole <sup>3/4</sup> Balis

Attorneys for Defendants

State of Ohio,  
Union County, ss.

Robert M<sup>rs</sup> Entire being first duly sworn says he is one of the defendants above named <sup>3/4</sup> and that the facts stated and allegations contained in the foregoing answer are true as he believes.

Robert <sup>his</sup> X M<sup>rs</sup> Entire

Sworn to and subscribed before me this 11<sup>th</sup> day of May, 1889.

W. M. Winget J. P.

Afterward, on the 5<sup>th</sup> day of December, 1889, Amended Answer was filed with the Clerk of Court.

Answered Flora Heatcher, Rosa Janer  
Answered by Alice M<sup>r</sup> Centire  
Or  
5793 Martha M<sup>r</sup> Centire et al

Court of Common Pleas  
Union County, Ohio

First Defense: Now come the defendants Martha M<sup>r</sup> Centire, Robert M<sup>r</sup> Centire, William M<sup>r</sup> Centire, Robert M<sup>r</sup> Centire, John M<sup>r</sup> Centire, defendants, <sup>2/3</sup> for answer to plaintiffs petition say that they admit that Frank M<sup>r</sup> Centire, deceased, was a son of Robert M<sup>r</sup> Centire, deceased; that said Frank died on or about the -- day of August, 1879; that said Robert M<sup>r</sup> Centire died intestate on or about the -- day of November, 1887 seized in fee simple of the real estate described in the petition; that the defendant Martha M<sup>r</sup> Centire is the widow of said Robert M<sup>r</sup> Centire deceased and entitled to dower in said premises and they deny each and every other allegation in the petition contained.

Second Defense: Defendants further answering deny that said Frank M<sup>r</sup> Centire, deceased, and the mother of the plaintiffs were ever married.

Third Defense: Defendants further answering say that the said Frank M<sup>r</sup> Centire deceased, and the mother of plaintiffs were first cousins, the father of said Frank and the mother of the mother of plaintiffs being full brother and sister, and could not be legally joined in marriage or enter into a marriage contract with each other.

Fourth Defense: Defendants further say that the mother of the plaintiffs is not a party to this suit and that she is still living. Defendants therefore ask to be dismissed with their costs.

State of Ohio, | Colr & Balis  
Union County, ss. | Attorneys for Defendants.

Robert M<sup>r</sup> Centire, being first duly sworn, says he is one of the defendants and that the facts stated and allegations contained in the foregoing answer are true as he believes.

Sworn to and subscribed before me this 5<sup>th</sup> day of December, 1889.  
Robert <sup>his</sup> M<sup>r</sup> Centire.

R. M<sup>r</sup> Crony, Clerk.  
By W. M. Winget, Deputy.

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Afterward, on the 5<sup>th</sup> day of December, 1889, an entry was made on the Journal by the Clerk of Courts  
 Flora Hatcher et al  
 vs  
 Robert W. Centire et al  
 Journal 15, Page 211.

This day this cause came on to be heard upon motion of plaintiffs for the appointment by the Court of a Guardian ad litem for the minor defendants Flora Griffith & Lillie Griffith.

Whereupon the Court appointed C. C. Cole as such Guardian who in open Court accepted said appointment.

Answer

Guard. ad litem

5793

Afterward, on the 5<sup>th</sup> day of December, 1889, an answer was filed with the Clerk of Court.

Flora Hatcher et al.  
 vs  
 Robert W. Centire et al  
 Court of Common Pleas.  
 Union County Ohio.

This day came the minor defendants in above case, to wit, Flora Griffith & Lillie Griffith, by their Guardian ad litem, C. C. Cole for answer to the petition of the plaintiffs say that they deny each and every allegation in the petition contained and ask that their rights in the premises be protected.

C. C. Cole.

Entry

5793

Afterward, on the 5<sup>th</sup> day of December, 1889, an entry was made on the Journal by the Clerk.  
 Flora Hatcher et al  
 vs  
 Robert W. Centire et al  
 Journal 15, Page 211.

And now this cause coming on to be heard on the petition of the plaintiffs and the answer of the defendants, Robert W. Centire, William W. Centire, John W. Centire, Martha W. Centire, Lucy Wright & Sarah Clark, and the answer of the minor defendants Flora Griffith & Lillie Griffith by their Guardian ad litem C. C. Cole, and the evidence, the Court find that all of the defendants have due and legal notice of the demand in the petition.

Wherefore the Court further find that the plaintiffs & defendants hereinafter mentioned are tenants in common in the estate described in the petition: and the said Martha W. Centire, widow, is entitled to dower therein and that subject to said right of dower, the plaintiffs, Flora Hatcher & Alice W. Centire are entitled to the one seventh part thereof to be set off to them jointly; and that the defendants

Robert M<sup>r</sup> Centire, William M<sup>r</sup> Centire, John M<sup>r</sup> Centire  
Lucy Wright & Sarah Clark are each entitled to  
the one-seventh part thereof; and the defraud-  
ants Flora & Lilly Griffith are entitled to the one-  
seventh part thereof jointly; and that the plain-  
tiffs are entitled to have partition made of said  
premises as prayed for in their petition.

It is therefore ordered adjudged and decreed  
that partition of said premises be made, and that  
dower therein be assigned to the said Martha  
M<sup>r</sup> Centire, and that D. W. Wright, Susan Davis & A. S.  
Mowry their judicious and disinterested free holders  
of the vicinity are hereby appointed Commissioners  
to make and set off the same.

And it is ordered that if said estate is entire  
and cannot in the judgment of said Commissioners  
be divided by metes and bounds as above ordered  
without manifest injury to said estate, that the  
dower of Martha M<sup>r</sup> Centire be assigned as of one-  
third part of the rents, issues & profits thereof &  
that said estate be appraised subject to such dower  
interest, and also free of said dower.

And it is ordered that a writ of Partition  
issue to the Sheriff of said County of Union, com-  
manding him that by the oaths of the Commis-  
sioners above named he cause to be set off and  
divided to each of the above named parties the  
part and proportion of said estate to which they  
are herein before severally found entitled. And  
also cause to be set off and assigned in manner  
as above ordered the dower of said Martha M<sup>r</sup> Centire  
and of his proceedings herein the said Sheriff is  
ordered to make due return.

Whereupon defendants gave notice of their  
intention to appeal this case to the Circuit Court  
of said County, and the Court fixed the appeal bond  
at \$100<sup>00</sup>.

Afterward, on the 6<sup>th</sup> day of December, 1859, writ of  
Partition was issued by the Clerk of Court.

State of Ohio,

Union County, ss

To the Sheriff of said County:

We command you, that without delay, by the  
oaths of D. W. Wright, Thomas Koubek, & A. S. Mowry, you  
cause to be set off & assigned to Martha M<sup>r</sup> Centire, widow  
of Robert M<sup>r</sup> Centire, late of said County, deceased, one  
full equal third part of the real estate hereinafter  
described; and that in like manner, by the like oaths  
of the same men you cause partition to be made of the

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following real estate situate in the County of Union and State of Ohio, described as follows, to-wit:

Bring in Survey n<sup>o</sup> 3234, 3237 <sup>2/4</sup> 3238, Beginning in the center of cross roads at York Center and Newton gravel road S. 2 - E. 113 poles to a stone in the South line of Survey n<sup>o</sup> 3234; thence with said South line S. 80 E. 57 <sup>3/4</sup> poles to a stone, Hickory and Elm <sup>and</sup> buckeye S. E. corner of said Survey n<sup>o</sup> 3234; thence with the East line of Survey 3239 S. 8 <sup>1/4</sup> - W. 20 poles to a stone S. W. corner to a lot of land containing 10 acres conveyed by J. W. Mann to James Koubler, September 1<sup>st</sup>, 1863; thence with the S. line of said lot N. 82 <sup>1/2</sup> E. 19 <sup>1/2</sup> poles to a stone; thence N. 8 <sup>1/4</sup> E. 115 poles (parallel with the East line of said Survey n<sup>o</sup> 3234) to a stone in the center of the Richwood <sup>and</sup> York Center road; thence with the center of said road N. 70 - W. 100 <sup>3/4</sup> poles to the beginning containing 57 acres and 116 poles.

Also a lot of 32 <sup>1/2</sup> acres described as follows:

Beginning at the South west corner of John W. Cahill's land in Survey n<sup>o</sup> 3238; thence N. 82 <sup>1/4</sup> W. 47 <sup>3/4</sup> poles to a stone; thence N. 8 <sup>1/2</sup> - W. 29 poles to a stone; thence N. 82 <sup>1/4</sup> - W. 41 <sup>3/4</sup> poles to a stone in the Survey line of Survey n<sup>o</sup> 3239; thence N. 8 <sup>1/4</sup> E. with said Survey line 42 poles to a stone; thence S. 82 <sup>1/4</sup> E. 89 <sup>3/4</sup> poles to a stone N. W. corner to John W. Cahill's land; thence S 8 <sup>1/4</sup> - W. 71 poles to the place of beginning, containing 32 <sup>1/2</sup> acres, in all 94 <sup>1/2</sup> acres, excepting therefrom one acre sold to the Board of Education of York Township, subject to said lower estate, among the persons named herein, and in the following proportions, to-wit: To Flora Katcher, Rosa Tamm <sup>2/4</sup> Alice M<sup>rs</sup> Entire jointly the one-seventh part; To Robert M<sup>rs</sup> Entire one-seventh part; To William W. M<sup>rs</sup> Entire (<sup>1/4</sup>) part; To John W. M<sup>rs</sup> Entire <sup>1/4</sup> part; To Lucinda Wright <sup>1/4</sup> part; To Hannah Clark <sup>1/4</sup> part; To Flora Griffith <sup>2/4</sup> Lillie Griffith jointly, the one-seventh part, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain civil action for Partition <sup>and</sup> shown wherein the said Flora Katcher, Rosa Tamm <sup>and</sup> Alice M<sup>rs</sup> Entire, Plaintiff, <sup>vs</sup> Robert M<sup>rs</sup> Entire, William W. M<sup>rs</sup> Entire, John W. M<sup>rs</sup> Entire, Lucy Wright, Hannah Clark, Flora <sup>and</sup> Lillie Griffiths are defendants; and that your proceedings in the premises you distinctly certify, under your hand to our Court forthwith.

Witness, my name, and the Seal of the Court of Common Pleas, at the Court House in Marysville, this 6<sup>th</sup> day of December, 1889. [Seal] R. M<sup>rs</sup> Erory, Clerk





Land Descriptions

Division N<sup>o</sup> 1. To W<sup>m</sup> D. M<sup>r</sup> Entire:

Situate in Union County, Ohio, and part of Survey N<sup>o</sup> 3234 and described as follows:  
Beginning at a stone in the center of the cross roads at York Center; thence with the center of the Newlon  $\frac{3}{4}$  York gravel road S. 1<sup>o</sup> W. 65  $\frac{600}{1000}$  poles to a stake north west corner of Robert M<sup>r</sup> Entire's land; thence with the north line of said land  $\frac{3}{4}$  passing a stone in the edge of the grade S. 79<sup>o</sup> E. 54  $\frac{700}{1000}$  poles to a stake South-west corner of Lucinda Wright's land; thence with the West line of said land N. 10 $\frac{1}{2}$ <sup>o</sup> E. 49  $\frac{700}{1000}$  poles passing a stone in the edge of the grade to a stake north-west corner of said land in the center of the Richwood  $\frac{3}{4}$  York gravel road; thence N. 67<sup>o</sup> W. 67  $\frac{200}{1000}$  poles to the beginning, containing 21 acres more or less. But accepting therefrom one acre conveyed by Robert M<sup>r</sup> Entire to the Board of Education of York Township, leaving 20 acres  $\frac{3}{4}$  subject to the lower estate of Martha M<sup>r</sup> Entire therein.

Division N<sup>o</sup> 2. To Lucinda Wright:

Situate in Union County, Ohio, and part of Survey N<sup>o</sup> 3234  $\frac{3}{4}$  N<sup>o</sup> 3237  $\frac{3}{4}$  described as follows:  
Beginning at a stone at the north-west corner of Virgil Harris land  $\frac{3}{4}$  in the center of the Richwood and York gravel road; thence with the center of said road N. 67<sup>o</sup> W. 33 poles to a stake north-east corner of W<sup>m</sup> D. M<sup>r</sup> Entire's land; thence with the East line of said land and passing a stone in the edge of the grade S. 10 $\frac{1}{2}$ <sup>o</sup> W. 49  $\frac{700}{1000}$  poles to a stake South-east corner of said land in the north line of Robert M<sup>r</sup> Entire's land; thence with said line S. 79<sup>o</sup> E. 31  $\frac{700}{1000}$  poles to a stake north-east corner of said land in the West line of said Virgil Harris land; thence with said line N. 11<sup>o</sup> E. 42  $\frac{900}{1000}$  poles to the beginning, containing 9  $\frac{200}{1000}$  acres more or less.

Division N<sup>o</sup> 3. To Robert M<sup>r</sup> Entire:

Situate in Union County Ohio,  $\frac{3}{4}$  part of Survey N<sup>o</sup> 3234  $\frac{3}{4}$  N<sup>o</sup> 3237  $\frac{3}{4}$  described as follows:  
Beginning at a stake in the center of the Newlon  $\frac{3}{4}$  York gravel road South-west corner of W<sup>m</sup> D. M<sup>r</sup> Entire's land; thence S. 79<sup>o</sup> E. passing a stone in the edge of the grade 86  $\frac{900}{1000}$  poles to a stake South-east corner of Lucinda Wright's land and in the West line of Virgil Harris land; thence with said line S. 11<sup>o</sup> W. 18  $\frac{200}{1000}$  poles to a stake north-east corner of Hannah Clark's land; thence with the North line of said land, N. 79<sup>o</sup> W. 83  $\frac{700}{1000}$  poles (passing over a stone in the edge of the grade) to a stake corner of said land in the center

of said Newton <sup>2/3</sup>/<sub>4</sub> York gravel road; thence with the center of said road N. 1° E. 18 <sup>7/8</sup>/<sub>100</sub> poles to the beginning containing 9 <sup>7/8</sup>/<sub>100</sub> acrs more or less.

Division N<sup>o</sup> 4. To Keannah Clark:

Situate in Union County Ohio  
part of Surveys N<sup>o</sup> 3234 <sup>2/3</sup>/<sub>4</sub> N<sup>o</sup> 3237 <sup>2/3</sup>/<sub>4</sub> described as follows:

Beginning at a stake in the center of the Newton and York gravel road and South west corner of Robert M<sup>o</sup> Entire's land; thence with the South line of said land (passing a stone in the edge of the grade) S. 79° E. 83 <sup>3/8</sup>/<sub>100</sub> poles to a stone corner of said land in the West line of Virgil Harris land; thence with said line S. 11° W. 19 <sup>6/8</sup>/<sub>100</sub> poles to a stone North-east corner of John W. M<sup>o</sup> Entire's land; thence with the North line of said land N. 79° W. 80 poles (passing a stone in the edge of the grade) to a stake corner of said land in the center of said Newton <sup>2/3</sup>/<sub>4</sub> York gravel road; thence with the center of said road N. 1° E. 19 <sup>7/8</sup>/<sub>100</sub> poles to the beginning, containing 10 acrs more or less.

Division N<sup>o</sup> 5. To John W. M<sup>o</sup> Entire:

Situate in Union County Ohio, and part of Surveys N<sup>o</sup> 3234 <sup>2/3</sup>/<sub>4</sub> N<sup>o</sup> 3237 <sup>2/3</sup>/<sub>4</sub> N<sup>o</sup> 3238 and described as follows:

Beginning at a stone in the center of the Newton <sup>2/3</sup>/<sub>4</sub> York gravel road and in the South line of said Survey N<sup>o</sup> 3234; thence with said line S. 79° E. 58 <sup>7/8</sup>/<sub>100</sub> poles to a stone corner to said Surveys N<sup>o</sup> 3234, 3237, <sup>2/3</sup>/<sub>4</sub> 3238; thence with the West line of said Survey N<sup>o</sup> 3238 S. 11° W. 61 <sup>7/8</sup>/<sub>100</sub> poles to a stone North-west corner of N. Davis land; thence with the North line of said land S. 79° E. 28 <sup>7/8</sup>/<sub>100</sub> poles to a stone South-west corner to the lands of Flora Katcher <sup>2/3</sup>/<sub>4</sub> others; thence with the West line of said land N. 11° E. 41 <sup>7/8</sup>/<sub>100</sub> poles to a stone corner of said land and in the South line of Virgil Harris' land; thence with said line N. 79° W. 8 <sup>7/8</sup>/<sub>100</sub> poles to a stone corner of said land; thence with another line of the same N. 11° E. 30 <sup>7/8</sup>/<sub>100</sub> poles to a stone South-east corner of Keannah Clark's land; thence with the South line of said land N. 79° W. 80 poles (passing a stone in the edge of the grade) to a stake corner of said land in the center of said Newton <sup>2/3</sup>/<sub>4</sub> York gravel road; thence with the center of said road S. 1° W. 10 <sup>7/8</sup>/<sub>100</sub> poles to the beginning, containing 14 <sup>7/8</sup>/<sub>100</sub> acrs more or less.

Division N<sup>o</sup> 6. To Flora Katcher <sup>2/3</sup>/<sub>4</sub> others:

Situate in Union County, Ohio  
part of Survey N<sup>o</sup> 3238 and described as follows:

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Beginning at a stone at the North-east corner of U. Davis land; thence with the East line of said land S. 11° W. 29 <sup>7</sup>/<sub>100</sub> poles to a stone corner of said land in the center of a road; thence with the center of said road S. 79° E. 20 <sup>7</sup>/<sub>100</sub> poles to a stone South-west corner to the lands of Flora Griffitt <sup>2</sup>/<sub>40</sub> others; thence with the West line of said land N. 11° E. 71 <sup>2</sup>/<sub>100</sub> poles to a stone corner of said land in the South line of Virgil Harris land; thence with said line N. 79° W. 33 <sup>6</sup>/<sub>100</sub> poles to a stone corner of John W. M<sup>r</sup>. Entire's land; thence with a line of said land S. 11° W. 41 <sup>8</sup>/<sub>100</sub> poles to a stone corner of said land in the North line of said U. Davis land; thence with said line S. 79° E. 12 <sup>7</sup>/<sub>100</sub> poles to the beginning, containing 12 <sup>5</sup>/<sub>100</sub> acres more or less. Division N<sup>o</sup> 7. To Flora Griffitt <sup>2</sup>/<sub>40</sub> others:

Situate in Union County Ohio, <sup>2</sup>/<sub>40</sub> part of Survey N<sup>o</sup> 3238 <sup>2</sup>/<sub>40</sub> described as follows:

Beginning at a stone in the center of a road and South-west corner of J. W. Cahill's land; thence with the West line of the lands of J. W. Cahill's and H. Worthington N. 11° E. 71 <sup>2</sup>/<sub>100</sub> poles to a stake corner of said H. Worthington's land; thence with the South line of H. Worthington's land <sup>2</sup>/<sub>40</sub> the lands of Virgil Harris N. 79° W. 28 <sup>7</sup>/<sub>100</sub> poles to a stone North-east corner of the lands of Flora Katcher <sup>2</sup>/<sub>40</sub> others; thence with the East line of said land S. 11° W. 71 <sup>2</sup>/<sub>100</sub> poles to a stone in the center of said road; thence with the center of said road S. 79° E. 28 <sup>2</sup>/<sub>100</sub> poles to the beginning, containing 12 <sup>5</sup>/<sub>100</sub> acres more or less.

Commissioners Report.

Flora Katcher et al

State of Ohio, Union County ss

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vs

Court of Common Pleas,

Martina M<sup>r</sup>. Entire et al

In Partition <sup>2</sup>/<sub>40</sub> lower.

According to the command of the writ of Partition <sup>2</sup>/<sub>40</sub> lower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do set off <sup>2</sup>/<sub>40</sub> assign to the said Martina M<sup>r</sup>. Entire as her lower estate in said lands, in said partition described, the following tract, to wit:

Beginning at a stone in the center of the cross roads at York Center; thence with the center of the Newlon <sup>2</sup>/<sub>40</sub> York gravel road S. 1° W. 65 <sup>7</sup>/<sub>100</sub> poles to a stake; thence S. 79° E. 54 <sup>7</sup>/<sub>100</sub> poles to a stone; thence N. 10 <sup>1</sup>/<sub>2</sub>° E. 49 <sup>7</sup>/<sub>100</sub> poles to a stake in the center of the

Richwood <sup>2/4</sup> York gravel road; thence with said road N. 67° W. 67 <sup>2/100</sup> poles to the beginning, containing 20 acres, after accepting the School Lot of One acre, and we do make partition of the same, as follows:

To the said W<sup>m</sup>. D. M<sup>r</sup>. Entire, Division N<sup>o</sup> 1, containing 20 acres subject to the lower estate of Martha M<sup>r</sup>. Entire, widow of Robert M<sup>r</sup>. Entire, deceased.

To the said Lucinda Wright, Division N<sup>o</sup> 2, containing 9 <sup>2/100</sup> acres free from dower.

To the said Keamath Clark, Division N<sup>o</sup> 4, containing 10 acres free from dower.

To the said Robert M<sup>r</sup>. Entire, Division N<sup>o</sup> 3, containing 9 <sup>1/100</sup> acres free from dower.

To the said John W. M<sup>r</sup>. Entire, Division N<sup>o</sup> 5, containing 14 <sup>7/100</sup> acres free from dower.

To the said Flora Ketcher, Rosa Tamm <sup>2/4</sup> Alice M<sup>r</sup>. Entire, Division N<sup>o</sup> 6, containing 12 <sup>5/100</sup> acres free from dower.

To the said Flora Griffith <sup>2/4</sup> Billie Griffith, Division N<sup>o</sup> 7, containing 12 <sup>5/100</sup> acres free from dower.

Given under our hands, this 9<sup>th</sup> day of December, A. D. 1889.

L. D. Wright  
Thomas Koubek  
A. S. Mowry } Commissioners.

Entry  
5793 Afterward, on the 11<sup>th</sup> day of December, 1889, an entry was made on the Journal by the Clerk of Courts. Flora Ketcher et al

Or  
Martha M<sup>r</sup>. Entire et al } Journal 15, Page 220.

This day came this cause again to be heard, on motion to the Court by the plaintiffs <sup>2/4</sup> upon producing the return of the Sheriff <sup>2/4</sup> the report of the Commissioners heretofore appointed therein <sup>2/4</sup> the same having been examined by the Court <sup>2/4</sup> found in all respects correct, and in conformity to law and the former order of this Court, the said proceedings <sup>2/4</sup> report are hereby approved and confirmed.

It is therefore ordered <sup>2/4</sup> decreed that the said Martha M<sup>r</sup>. Entire have and possess the lands so assigned to her and for reasonable dower in said premises, <sup>2/4</sup> that others of said parties hold in severally the parts and premises so set off and assigned to them respectively; and to the defendants Flora <sup>2/4</sup> Billie Griffith the part assigned to them jointly; and to the plaintiffs the part <sup>2/4</sup> premises assigned to them jointly. And the Clerk is hereby directed to

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have so much of this decree as will show the transfer of title to the several parties put upon record in the office of the Recorder of this County.

And it is further ordered that the costs of this action, including a counsel fee of \$75<sup>00</sup> to P. R. Kerr, Attorney, for services herein taxed at 5 to be paid by the parties herein in the following proportion, to wit: By the plaintiffs jointly, one seventh part thereof; by the defendant Robert M<sup>r</sup> Centire, one seventh part; by William D. M<sup>r</sup> Centire, one seventh part; by John W. M<sup>r</sup> Centire, one seventh part; by Hannah Clark, one seventh part; by Lucinda Wright, one seventh part; and by the defendants Flora<sup>2/3</sup> Lilly Griffith jointly one seventh part thereof. <sup>2/3</sup> in default of payment that execution issue against any party failing to pay their respective parts.

Execution for Costs.

Afterward, on the 16<sup>th</sup> day of April, A.D. 1890 an execution was issued by the Clerk of said Court.

The State of Ohio,  
Union County, ss

To the Sheriff of said County:

Whereas, In a certain action Partition lately presented in our Union County Court of Common Pleas, within and for said County of Union wherein Flora Katcher et al Plaintiffs<sup>2/3</sup> Lillie Griffith<sup>2/3</sup> Flora Griffith were defendants, the costs adjudged against the said Lillie Griffith<sup>2/3</sup> Flora Griffith were taxed at twenty nine <sup>2/3</sup> <sup>100</sup> dollars.

You are, therefore, commanded that of the goods<sup>2/3</sup> chattels, or for want of the goods and chattels, of the lands and tenements of the said Lillie Griffith<sup>2/3</sup> Flora Griffith in your bailiwick, you cause to be made the costs aforesaid with interest thereon from the 11<sup>th</sup> day of December A.D. 1889, until paid, and costs that may accrue; and do you make return of this execution, together with your proceedings thereon, within sixty days from the date hereof.

Witness my signature, as Clerk of our said Court, this 16<sup>th</sup> day of April, A.D. 1890.  
R. M<sup>r</sup> Croy, Clerk.

Seal

And on the 16<sup>th</sup> day of June, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Sheriff's Return

Received this writ the 16<sup>th</sup> day of April, 1890, at One o'clock P. M., <sup>2/3</sup> on the 16<sup>th</sup> day of April, 1890, for want

of goods and chattels I shew this writ on the following described real estate, to wit: Situated in the Township of York, County of Union and State of Ohio, known as Division N<sup>o</sup> 7, of the Robert M<sup>r</sup> Centre farm: Beginning at a stone in the center of a road and at the S.W. corner of J. W. Calhills land; thence with the West line of the lands of J. W. Calhills  $\frac{3}{4}$  to B. Worthington N. 11° E. 71  $\frac{2}{100}$  poles to a stake corner of said Worthingtons land; thence with the north line of B. Worthington land and the land of Virgil Harris W. 28  $\frac{2}{100}$  poles to a stone North east corner of the lands of Flora Watcher et al; thence with the East line of said land S. 11° W. 71  $\frac{2}{100}$  poles to a stone in the center of said road; thence with the center of said road S. 79° E. 28  $\frac{2}{100}$  poles to the beginning containing 12  $\frac{5}{100}$  acres. more or less.

Service	\$ 60	In obedience to the command of the Venue, hereto annexed, I did on the 17 <sup>th</sup> day of April, 1890, summon C. C. Cory, A. Tallman $\frac{3}{4}$ W. W. Mathew, three disinterested free holders of said County who were by me duly sworn to view and appraise the lands and tenements therein described; and afterwards on the 17 <sup>th</sup> day of April, A. D. 1890, said Appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate $\frac{2}{100}$ appraise the real value in money of the same at \$33 <sup>00</sup> 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 14 <sup>th</sup> day of May, 1890, I caused to be advertised in the Marysville (a newspaper printed $\frac{3}{4}$ published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 14 <sup>th</sup> day of June 1890, at One o'clock P. M. of said day.
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Return	25	
Total	\$9 00	
Printers Fee	3 00	
Appraisers Fee	3 00	

And having advertised said lands and tenements for more than thirty days previous to the day of sale, to wit; five consecutive weeks; and in pursuance of said notice, I did, on said 14<sup>th</sup> day of June, 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.

Said lands were not sold for want of bidders.  
 Thomas Martin,  
 Sheriff.

Proof of Publication  
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Proof of Publication

Flora Ketchum et al vs

Sheriff's Sale On Execution.

5793

Robert M. Centire et al

Court of Common Pleas, Union Co., 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 June 14<sup>th</sup>, 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 York, County of Union, <sup>2d</sup> State of Ohio, <sup>2d</sup> bounded and described as follows: Known as Division N<sup>o</sup> 7, Griffith heirs; Beginning at a stone in the center of a road and at the South-west corner of J. W. Cahills land; thence with the West line of the lands of J. W. Cahills <sup>2d</sup> to H. Worthington N. 11<sup>o</sup> E. 71<sup>o</sup> <sup>20</sup>/<sub>100</sub> poles to a stake corner to said Worthington's land; thence with the North line of H. Worthington's land and the land of Virgil Harris N. 79<sup>o</sup> W. 28<sup>o</sup> <sup>20</sup>/<sub>100</sub> poles to a stone with East corner of the lands of Flora Ketchum et al; thence with the East line of said land S. 11<sup>o</sup> W. 71<sup>o</sup> <sup>20</sup>/<sub>100</sub> poles to a stone in the center of said road; thence with the center of said road S. 79<sup>o</sup> E. 28<sup>o</sup> <sup>20</sup>/<sub>100</sub> poles to the beginning, containing 12 <sup>00</sup>/<sub>100</sub> acres more or less. Appraised at \$33<sup>00</sup> per acre. Terms of Sale, Cash. Printer's Fee. \$13<sup>00</sup>.

Thomas Martin, Sheriff of Union County, Ohio.

The State of Ohio, Union County ss

I the undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with May 14<sup>th</sup>, 1890.

W. C. Shearer.

Sworn to and subscribed before me, this 24<sup>th</sup> day of June, 1890.

Seal

R. M. Croy, Clerk.

Vendi Exponas

Afterward, on the 10<sup>th</sup> day of June, 1890, Vendi was issued by the Clerk of said Court.

The State of Ohio, Union County, ss.

I the Sheriff of our said County Whereas, By our writ of Execution we lately commanded you that of the goods and chattels, or for the want thereof, then of the lands and tenements of Billy Griffith <sup>2d</sup> & Flora Griffith in your bailiwick you cause to be made the sum of Twenty-nine <sup>00</sup>/<sub>100</sub> dollars costs which as their proportion of

The Partition proceeding lately in our Union Court of Common Pleas, begun and held at the Court House in Marysville in said Union County on the 5<sup>th</sup> day of December, 1889, recovered against Flora Griffith vs Flora Griffith as for Court costs of suit.

And you, at that day, returned to our said Court, that by virtue of said writ you had lived on the following described premises, situate in the Township of York, County of Union, Ohio: Known as Division N<sup>o</sup> 7 of the Robert M<sup>o</sup> Centre farm:

Beginning at a stone in the center of a road and at the South-west corner of J. W. Calvill's land; thence with the West line of said Calvill's land, <sup>2<sup>nd</sup></sup> lands of H. Worthington N. 11° E. 71 <sup>2</sup>/<sub>100</sub> poles to a stake corner of said Worthington's land; thence with the North line of said Worthington's land and the land of Virgil Harris N. 79° W. 28 <sup>2</sup>/<sub>100</sub> poles to a stone North-east corner of the lands of Flora Katcher et al; thence with the East line of said land S. 11° W. 71 <sup>2</sup>/<sub>100</sub> poles to a stone in the center of said road; thence with the center of said road S. 79° E. 28 <sup>2</sup>/<sub>100</sub> poles to the beginning, containing 12 <sup>2</sup>/<sub>100</sub> acres more or less, which remained in your hands unsold, appraised at \$33<sup>00</sup> per acre.

Therefore, we command you that you expose to sale said property, so by you in form aforesaid term in execution, and have the money arising from such sale before our Court of Common Pleas, at Marysville within sixty days from the date hereof, to render to the said Clerk of this Court of Common Pleas. And if said property remaining in your hands not sold shall, in your opinion, be insufficient to satisfy said judgment then this writ on goods & chattels of said Flora vs Lilly Griffith and for want thereof, then levy on other lands & tenements of said Flora vs Lilly Griffith sufficient with said property unsold, to satisfy said judgment for costs & have you then and there this writ.

Witness my hand, and the Seal of our said Court of Common Pleas, at Marysville, this 16<sup>th</sup> day of June, A. D. 1890.

Seal

R. M<sup>o</sup> Croy, Clerk.

Sheriff's Office State of Ohio,  
Return Union County ss

5793

In obedience to the command of the Writ, hereto annexed, I did on the 25<sup>th</sup> day of June, 1890, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands & tenements

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to be sold at public sale at the door of the Court House of said County, on the 26<sup>th</sup> day of July, A.D. 1890 at One o'clock P.M. of said day. And having advertised said lands & instruments for more than thirty days previous to the day of sale, to wit; five consecutive weeks; and in pursuance of said notice, I did, on said 26<sup>th</sup> day of July A.D. 1890 at the time and place above mentioned, proceed to offer said lands & instruments at public sale at the door of said Court House, and then and there came Robert Smith who bid for the same the sum of Twenty-two dollars per acre; and said sum being two-thirds of the appraised value thereof, and said Robert Smith being the highest and best bidder therefor, I then and there publicly sold and struck off said lands & instruments to him for the sum of Twenty-two dollars per acre. Sheriff's Fee, Total \$6.04.

Thomas Martin, Sheriff

Proof of Publication

Flora Heatcher et al

vs.

Sheriff's Sale, On Execution.

Robert M. Bentire et al

Court of Common Pleas, Union Co., Ohio

1793

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 26<sup>th</sup>, 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 York, County of Union<sup>2d</sup> State of Ohio, and bounded and described as follows: Shown as Division N<sup>o</sup> 7, Griffith's heirs:

Beginning at a stone in the center of a road and at the South-west corner of J. W. Cabill's land; thence with the West line of the lands of J. W. Cabill and H. Worthington N. 11<sup>o</sup> E. 71<sup>2/100</sup> poles to a stake corner to said Worthington's land; thence with the North line of H. Worthington's land and the land of Virgil Harris, N. 79<sup>o</sup> W. 28<sup>2/100</sup> poles to a stone with East corner of the lands of Flora Heatcher et al; thence with the East line of said land South 11<sup>o</sup> W. 71<sup>2/100</sup> poles to a stake in the center of said road; thence with the center of said road S. 79<sup>o</sup> E. 28<sup>2/100</sup> poles to the beginning, containing 12<sup>5/100</sup> acres more or less.

Appraised at \$33<sup>00</sup> per acre. Term of Sale, Cash.

Printers Fee \$13<sup>00</sup>.

Thomas Martin, Sheriff

Union County, Ohio.

The State of Ohio,  
Union County, ss

I the undersigned, being duly sworn, says that a copy of the annexed notice was published for five

consecutive weeks in the "Maryville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with June, 18. 1890.

W. C. Sherrer.

Sworn to before me, this 24<sup>th</sup> day of July, 1890.

Seal

R. M. Croy, Clerk.

Entry

Afterward, on the 2<sup>nd</sup> day of August, 1890, an Entry was made on the Journal by the Clerk.

5793 Flora Heatcher et al

Or

Journal 15, Page 381

Robert M. Centire et al

This cause came on to be heard on the return of the Sheriff of the writ of Execution for costs issued herein, with his report of his proceedings and sale of lands & tenements under said writ.

And the Court, having carefully examined the said proceedings, being satisfied that the said sale has, in all respects, been made in conformity to the Statute in such case made and provided, find the same to be legal, and do, therefore, approve and confirm the same.

It is further ordered that the Sheriff make to the purchaser Robert Smith, a deed, according to law, for the property so sold, to wit; Situate in the Township of York, County of Union, Ohio, known as Division N<sup>o</sup> 7 of the Robert M. Centire farm. Beginning at a stone in the center of a road, and at the South-west corner of J. W. Cahill's land; thence with the West line of said Cahill's land & lands of H. Worthington N. 11° E. 71<sup>2/100</sup> poles to a stake corner of said Worthington's land; thence with the North line of said Worthington's land, and the land of Virgil Harris N. 79° W. 28<sup>7/100</sup> poles to a stone North-east corner of the lands of Flora Heatcher et al; thence with the East line of said land S. 11° W. 71<sup>2/100</sup> poles to a stone in the center of said road; thence with the center of said road S. 79° E. 28<sup>7/100</sup> poles to the beginning, containing 12<sup>7/100</sup> acres more or less, (and bring the same lands set off, by partition of said farm, to said Liddy Griffith & Flora Griffith).

And the said purchaser is hereby subrogated to all the rights of any lien holder who shall be satisfied herein for the protection of his title. And a writ of possession is awarded to put the said purchaser in possession of said premises.

And the Court coming now to distribution of the purchase money in the hands of the Sheriff, order that he pay--- First--- To the Treasurer of this County

Execution

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the taxes <sup>&c</sup> penalty due on the property so sold, to-wit, the sum of \$--  
 Second.--- To the Clerk of this Court the costs of this proceeding on the execution for costs aforesaid, taxed at \$--  
 Third.--- To the Clerk of this Court the amount of the costs on partition, for which said execution issued, with interest to this date, to-wit, the sum of \$--  
 Fourth.--- To the said Lilly Griffith <sup>&c</sup> Flora Griffith the balance of said purchase money, to-wit, the sum of \$--

Execution  
for  
Costs

Afterward, on the 7<sup>th</sup> day of May, 1890, an execution was issued by the Clerk of said Court.  
 The State of Ohio,  
 Union County, ss.

To the Sheriff of said County.  
 Whereas, In a certain action in Partition lately prosecuted in our Union County Court of Common Pleas, within and for said County of Union wherein Flora Keacher, Rosa Lamer <sup>&c</sup> Alice M<sup>c</sup>Entire are Plaintiffs, <sup>&c</sup> Robert M<sup>c</sup>Entire et al. are Defendant the costs adjudged against the said Flora Keacher Rosa Lamer <sup>&c</sup> Alice M<sup>c</sup>Entire were taxed at Twenty-nine <sup>&c</sup> <sup>7</sup>/<sub>10</sub> dollars. You are, therefore, commanded that of the goods <sup>&c</sup> chattels or for want of the goods <sup>&c</sup> chattels, of the lands and revenues of the said Flora Keacher, Rosa Lamer <sup>&c</sup> Alice M<sup>c</sup>Entire in your bailiwick, you cause to be made the costs aforesaid, with interest thereon from the 11<sup>th</sup> day of December, A.D. 1889 until paid, and costs that may accrue; and do you make return of this execution, together with your proceedings thereon, within sixty days from the date hereof.

Witness my signature as Clerk of our  
 said Court this 7<sup>th</sup> day of May, A.D. 1890.  
 R. M<sup>c</sup>Creary, Clerk.

Seal

Sheriffs  
Return  
5793

And on the 16<sup>th</sup> day of June, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:  
 Received this writ 7<sup>th</sup> day of May, 1890 at 10 o'clock A.M. <sup>&c</sup> on the 7<sup>th</sup> day of May, 1890, for want of goods <sup>&c</sup> chattels I levied this writ on the following described real estate to-wit: Division N<sup>o</sup> 6 of the Robert M<sup>c</sup>Entire farm in York Township, Union County Ohio: Being part of Survey N<sup>o</sup> 8238: Beginning at a stone at the north-east corner of N. Davis land; thence with the east line of said land S 11<sup>o</sup> W. 29 <sup>4</sup>/<sub>10</sub> poles to a stone corner to said land in the center

of the road; thence with the center of said road S. 79° E. 20 <sup>00</sup>/<sub>100</sub> poles to a stone South-west corner to the lands of Flora Griffith et al; thence with the West line of said land N. 11° E. 71 <sup>00</sup>/<sub>100</sub> poles to a stone corner to said lands in the South line of Virgil Harris land; thence with said line N. 79° W. 33 <sup>00</sup>/<sub>100</sub> poles to a stone corner of John W. McEntire's land; thence with a line of said land S. 11° W. 41 <sup>00</sup>/<sub>100</sub> poles to a stone corner of said land in the North line of said McEntire's land; thence with said line S. 79° E. 12 <sup>00</sup>/<sub>100</sub> poles to the beginning, containing 12 <sup>00</sup>/<sub>100</sub> acres more or less.

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Return	25
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Appraisers Fee	3 00

In obedience to the command of the Vendi, hereto annexed, I did, on the 8<sup>th</sup> day of May, 1890, summon C. L. Cory, Herman Watts & F. W. Davis three disinterested free holders of said County, who were by me duly sworn to view and appraise the lands & tenements therein described; afterwards, on the 8<sup>th</sup> day of May, 1890 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 \$31<sup>00</sup>/<sub>100</sub> 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 14<sup>th</sup> day of May, 1890, I caused to be advertised in the "Marysville Tribune" (a newspaper printed & published and of general circulation in Union County,) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 14<sup>th</sup> day of June A. D. 1890, at one o'clock P. M. of said day.

And having advertised said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance of said notice, I did, on said 14<sup>th</sup> day of June, 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 - said lands were not sold for want of bidders.

Thomas Martin, Sheriff.

Flora Katcher et al  
vs  
Robert McEntire et al

Court of Common Pleas, Union Co. Ohio.  
Sheriff's Sale, On Execution.

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Proof of Publication

5793

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County Ohio I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday, June 14<sup>th</sup>, 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 York, County of Union State of Ohio, and bounded as follows:

Known as division n<sup>o</sup> 6 of Flora Katcher et al. Beginning at a stone at the North east corner of N. Davis land; thence with the East line of said land S. 11° W. 29 <sup>7</sup>/<sub>100</sub> poles to a stone corner of said land in the center of a road; thence with the center of said road S. 79° E. 20 <sup>7</sup>/<sub>100</sub> poles to a stone South west corner to the lands of Griffith heirs; thence with the West line of said land N. 11° - E. 71 <sup>2</sup>/<sub>100</sub> poles to a stone corner of said land in the South line of Virgil Harris land; thence with said line N. 79° W. 33 <sup>7</sup>/<sub>100</sub> poles to a stone corner of John W. McEntire land; thence with a line of said land S. 11° W. 41 <sup>7</sup>/<sub>100</sub> poles to a stone corner of said land in the North line of said N. Davis land; thence with said line S. 79° E. 12 <sup>7</sup>/<sub>100</sub> poles to the beginning, containing 12 <sup>5</sup>/<sub>100</sub> acres, more or less.

Appraised at \$31<sup>00</sup> per acre. Terms of Sale, Cash.  
Printers Fees. \$14<sup>50</sup> Thomas Martin, Sheriff  
Union County, Ohio.

The State of Ohio,  
Union County, ss.

I the undersigned, being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with May 14<sup>th</sup> 1890.

W. O. Shearer.

Sworn to and subscribed before me, this 24<sup>th</sup> day of June, 1890.

Seal

R. W. Crony, Clerk.

Afterward, on the 16<sup>th</sup> day of June, 1890, a Vendi Exponas was issued by the Clerk of Court.

Vendi Exponas The State of Ohio,  
Union County ss

5793

To the Sheriff of our said County: Whereas, By our writ of execution we lately commanded you that of the goods and chattels, or for the want thereof, then of the lands and tenements of Flora Katcher, Rosa Jauner and Alice McEntire in your bailiwick you cause to be made

Twenty nine  $\frac{2}{10}$   $\frac{14}{100}$  dollars which were adjudged as costs against the said Flora Hatcher, Rosa Tanner  $\frac{2}{10}$  Alice M<sup>r</sup> Entire lately in our Union County Court of Common Pleas, begun and held at the Court House in Marysville in said Union County, on the 5<sup>th</sup> day of December, 1889, recovered against Flora Hatcher, Rosa Tanner  $\frac{2}{10}$  Alice M<sup>r</sup> Entire as for Court costs of suit. And you, at that day, returned to our said Court, that by virtue of said writ you had levied on the following: Bring division N<sup>o</sup> 6 of the Robert M<sup>r</sup> Entire farm in York Township Union County Ohio. Bring part of Survey N<sup>o</sup> 3228. Beginning at a stone at the N. E. corner of the Davis land; thence with the East line of said land S. 11° W. 29  $\frac{7}{10}$  poles to a stone to a stone corner to said land in the center of the road; thence with the center of said road S. 79° E. 20  $\frac{5}{10}$  poles to a stone South west corner to the lands of Flora Griffith et al; thence with the west line of said land N. 11° E. 71  $\frac{2}{10}$  poles to a stone corner to said lands in the South line of Virgil Harris land; thence with said line N. 79° W. 33  $\frac{6}{10}$  poles to a stone corner of John M<sup>r</sup> Entire's land; thence with a line of John M<sup>r</sup> Entire's land S. 11° W. 41  $\frac{7}{10}$  poles to a stone corner of said land in the north line of said N. Davis land; thence with said line S. 79° E. 12  $\frac{7}{10}$  poles to the beginning, containing 12  $\frac{7}{10}$  acres, more or less, which remained in your hands unsold. Appraised at \$31<sup>00</sup> per acre.

Therefore, We command you that you expose to sale said property, so by you in form aforesaid taken in execution, and have the money arising from such sale before our Court of Common Pleas, at Marysville within sixty days from the date hereof, to render to the said Clerk of this Court of Common Pleas. And if said property remaining in your hands not sold shall, in your opinion, be insufficient to satisfy said judgment then levy this writ on goods  $\frac{2}{10}$  chattels of said Flora Hatcher Rosa Tanner  $\frac{2}{10}$  Alice M<sup>r</sup> Entire  $\frac{2}{10}$  for want thereof, then levy on other lands  $\frac{2}{10}$  tenements of said Flora Hatcher, Rosa Tanner  $\frac{2}{10}$  Alice M<sup>r</sup> Entire sufficient, with said property unsold, to satisfy said judgment for costs and have you there  $\frac{2}{10}$  there this writ.

Witness my hand, and the Seal of our said Court of Common Pleas, at Marysville, this 16<sup>th</sup> day of June, 1890.

Seal

R. M<sup>r</sup> Erory, Clerk.

Proof of Publication  
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Proof of Publication

Flora Heatcher et al  
vs.  
Robert M<sup>r</sup>. Entire et al.

Sheriff's Sale On Execution

5793

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 19<sup>th</sup>, 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 York County of Union <sup>2</sup>/<sub>4</sub> State of Ohio, <sup>2</sup>/<sub>4</sub> bounded and described as follows: Known as Division N<sup>o</sup> 6 of Flora Heatcher et al; Beginning at a stone at the North East corner of U. Davis land; thence with the East line of said land S. 11° W. 29 <sup>7</sup>/<sub>100</sub> poles to a stone corner of said land in the center of a road; thence with the center of said road S. 79° E. 20 <sup>9</sup>/<sub>100</sub> poles to a stone South-west corner to the lands of Griffith heirs; thence with the West line of said land N. 11° E. 71 <sup>2</sup>/<sub>100</sub> poles to a stone corner of said land in the South line of Virgil Harris' land; thence with said line N. 79° W. 33 <sup>6</sup>/<sub>100</sub> poles to a stone corner of John W. M<sup>r</sup>. Entire's land; thence with a line of said land S. 11° W. 41 <sup>9</sup>/<sub>100</sub> poles to a stone corner of said land in the North line of said U. Davis land; thence with said line S. 79° E. 12 <sup>9</sup>/<sub>100</sub> poles to the beginning, containing 12 <sup>7</sup>/<sub>100</sub> acres more or less. Appraised at \$37<sup>00</sup> per acre. Terms of Sale, Cash. Printers Fees, - \$14 <sup>50</sup>/<sub>100</sub>. 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 5 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with June 18, 1890.

W. O. Shearer.

Sworn to and subscribed before me, this 22<sup>nd</sup> day of July, 1890.

Seal

R. M<sup>r</sup>. Gray, Clerk.

Entry

Afterward, on the 2<sup>nd</sup> day of August, 1890, an entry was made on the Journal by the Clerk.

5793

Flora Heatcher et al  
vs.  
Robert M<sup>r</sup>. Entire et al

Journal 15, Page 380

This cause came on to be heard on

the return of the Sheriff of the writ of Execution for costs issued herein, with his report of his proceedings and sale of lands & premises under said writ.

And the Court, having carefully examined the said proceedings, being satisfied that the said sale has, in all respects, been made in conformity to the provisions of the Statute in such case made and provided, find the same to be legal, and do, therefore, approve & confirm the same.

It is further ordered that the Sheriff make to the purchaser, Robert Smith, a deed, according to law, for the property so sold, to wit: Bring division N<sup>o</sup> 6 of the Robert M<sup>o</sup> Entire farm in York Township, Union County, Ohio; and bring part of Survey N<sup>o</sup> 3228; Beginning at a stone at the N. E. corner of the Davis land; thence with the East line of said land S. 11° W. 29 <sup>7</sup>/<sub>10</sub> poles to a stone corner land in the center of the road; thence with the center of said road S. 79° E. 20 <sup>9</sup>/<sub>10</sub> poles to a stone S. W. corner to the lands of Flora Griffith et al; thence with the West line of said land N. 11° E. 71 <sup>2</sup>/<sub>10</sub> poles to a stone, corner to said lands in the South line of Virgil Harris land; thence with said line N. 79° W. 33 <sup>9</sup>/<sub>10</sub> poles to a stone corner of John M<sup>o</sup> Entire's land; thence with a line of John M<sup>o</sup> Entire's land S. 11° W. 41 <sup>9</sup>/<sub>10</sub> poles to a stone, corner of said land in the North line of said U. Davis land; thence with said line S. 79° E. 12 <sup>7</sup>/<sub>10</sub> poles to the beginning, containing 12 <sup>3</sup>/<sub>10</sub> acres more or less, & bring the same lands set off, by Partition of said farm, to said Flora Katcher, Rosa Tanner and Alice M<sup>o</sup> Entire.

And the said purchaser is hereby subrogated to all the rights of any lien-holder who shall be satisfied herein, for the protection of his title. And a writ of possession is awarded to put the said purchaser in possession of said premises.

And the Court coming now to the distribution of the purchase money in the hands of the Sheriff order that he pay,--

- First. To the Treasurer of this County the taxes and penalty due upon the property so sold, to wit, the sum of \$---
- Second. To the Clerk of this Court the costs of this proceeding on the Execution for costs aforesaid taxed \$---
- Third. To the Clerk of this Court the amount of the costs on Partition, for which said Execution issued, with interest to this date, to wit, the sum of \$---
- Fourth. To the said Flora Katcher, Rosa Tanner & Alice M<sup>o</sup> Entire, the balance of said purchase money, to wit: the

sum of

House of Union Court the 16<sup>th</sup> of the year and

the 16<sup>th</sup> Office of Partition

Petition J. W. vs

6013 Minni

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Attest *R. M. Gray* clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the 5th 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 20<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 16<sup>th</sup> day of June, 1890, J. W. Scott filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Minnie Walker et al.

Petitioner J. W. Scott

vs

Court of Common Pleas,  
Union County Ohio.

6013 Minnie Walker et al

The plaintiff says Samuel B. Scott died seized of the real estate hereinafter described situate in the County of Union in the State of Ohio, to-wit: All of the Samuel B. Scott farm on which he lived at the time of his decease, and 65 acres bought of Benjamin Hartman. The Home place consisting of 11 <sup>7</sup>/<sub>10</sub> acres conveyed to said Scott by deed Vol. 55, Page 455 of Union County Record by John A. Gosnell in Survey 14632.

Also 12 <sup>7</sup>/<sub>10</sub> acres on page 206 of same Volume by Jasper W. Gosnell in Survey 14632, the balance of said Home farm being part of the W<sup>m</sup> Scott land part of which said Samuel B. Scott obtained by will and inheritance from W<sup>m</sup> Scott and by deed from J. J. Scott one hundred acres in same Survey 14632, said 65 acre lot being the lot conveyed to said Samuel B. Scott by Benjamin M. Hartman <sup>9</sup>/<sub>16</sub> wife by deed Vol. 49, Page 389 in Survey n<sup>o</sup> 4405, described as follows, viz: Beginning at a sugar <sup>9</sup>/<sub>16</sub> Birch, N.E. corner of said Survey: thence S. 8<sup>o</sup> 35' E. 144 poles to three birches corner of lands of J. W. Sturgate's; thence with the Sturgate line and the line of land formerly owned by Josiah Wheat S. 81 - W. 144 poles to a white ash and four birches; thence with the easterly of the lands of W<sup>m</sup> Gibson heirs <sup>9</sup>/<sub>16</sub> others N. 8<sup>o</sup> 35' W. 144 poles to pin <sup>9</sup>/<sub>16</sub> two staves in the north line of said Survey; thence N. 81 - E. 144 poles with

said line to the beginning containing sixty-five acres more or less. Also see Vol. 43, Page 200 of the record of deeds as aforesaid.

For a full & complete description by metes & bounds of the lots constituting said home place it will be necessary to have a complete survey thereof, but the two tracts to wit: the home place and said sixty-five acre tract constitute all the land of which he was possessed & it being the intent to herein describe all of his land in Union County, Ohio, which he left to his heirs by at law by descent and to his widow the right of dower. That said Samuel B. Scott left as widow Nancy Scott who is entitled to dower in said land; that said Samuel B. Scott left as his sole heirs at law the said Minnie Walker residing in Delaware County, Ohio; Rosa Ginn residing in Union County, Ohio; the Plaintiff residing in Union County, Ohio; Isaac Scott residing in Union County, Ohio; & Retta Scott residing in Union County, Ohio, each of whom are tenants in common in said land and entitled to one fifth of said lands subject to said dower claim. That Plaintiff is the Administrator of the estate of Samuel B. Scott, deceased, duly appointed by the Probate Court of said County of Union. That he is not able to state fully, but he is of the opinion it will be necessary to take some of said land to pay debts of said estate unless each heir will pay a proportionate share thereof, which he believes they will do, but if they do not plaintiff says all will do so except one <sup>2/5</sup> as to that one he says his share of the deficiency should be charged on that share. Plaintiff says he is entitled to partition of said lands and therefore he asks that said dower be set off to said widow and that his share of said lands be set off and partition be made according to law of said lands.

Robinson & Woodburn  
Attorneys for Plaintiff

The State of Ohio,  
Union County, ss.

The plaintiff, being duly sworn deposes and says he believes the allegations of the foregoing petition are true.

J. W. Scott.

Sworn to before me and signed in my presence this 15<sup>th</sup> of June, 1890.

Seal

R. W. Croy, Clerk.

waiver. J. Scott  
June 16<sup>th</sup>

waiver hereby  
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June 16<sup>th</sup>

J. W. Scott  
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waiver.

I, Isaac Scott hereby waive process and summons on me in this case June 15<sup>th</sup>, 1890.  
June 16<sup>th</sup>, 1890. J. M. Scott.

Waiver

Mr. Nancy Scott <sup>2/4</sup> Reta Scott <sup>2/4</sup> Rosa Ginn do hereby waive summons in this case <sup>2/4</sup> enter our appearance in this case.

June 17<sup>th</sup>, 1890.  
Nancy Scott,  
Reta Scott  
Rosa Ginn  
J. W. Scott. | Court of Common Pleas,  
| Union County, Ohio.  
Minnie Walker et al | Partition. Filed July 30<sup>th</sup>, 1890.

Mr. J. W. Scott, Minnie Walker, Rosa Ginn, Reta Scott <sup>2/4</sup> Isaac Scott <sup>2/4</sup> Nancy Scott, the widow and heirs of Samuel B. Scott do agree that Henry Snotts, Oliver Shaw <sup>2/4</sup> Hugh W. Adow shall make the division of the lands belonging to us described in the plaintiffs petition by setting off the widows dower <sup>2/4</sup> dividing the land, to be done under the direction of the County Surveyor, they bring sworn according to law and their division to be confirmed by the Court and then to be binding upon all of us.

J. W. Scott, J. M. Scott,  
Reta Scott, Minnie Walker,  
Rosa Ginn, <sup>2/4</sup> Nancy Scott.

Comm. Report

Commissioners Report

J. W. Scott  
vs  
Minnie Walker et al.

Union County Court of  
Common Pleas.

According to the written Agreement of the parties hereto attached in this case we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises do make the following report, viz:

Lot N<sup>o</sup> 1 We assign to Isaac M. Scott, bounded and described as follows; Situate in Taylor Township, Union County, Ohio <sup>2/4</sup> being part of Virginia Military Survey N<sup>o</sup> 14632. Beginning at a stone in the east line of said Survey <sup>2/4</sup> South-east corner of lands owned by Margaret Gosnell; thence N. 89° - W. 169 <sup>2/100</sup> poles to a stone and brick at north-east corner of the lane-way assigned to Rosa Ginn; thence with the east line of said lane-way S. 5° - 15' - E. 76 <sup>2/100</sup> poles to a stone and brick <sup>2/4</sup> north-west corner of Lot N<sup>o</sup> 2, assigned to John W. Scott; thence with the north line of said lot N<sup>o</sup> 2, N. 83° - 30' - E. 168 <sup>2/100</sup> poles to a stone and pieces of brick

north-east corner of said Lot No. 2, and in the East line of said Survey No. 14632: thence with said Survey line N. 5° W. 52 <sup>2</sup>/<sub>100</sub> poles to the beginning, containing 67 acres of land.

Lot No. 2 We assign to John W. Scott, bounded and described as follows: Situate in Taylor Township, Union County, Ohio, <sup>2</sup>/<sub>4</sub> being part of Virginia Military Survey No. 14632. Beginning at a stone and brick in the East line of said Survey No. 14632 <sup>2</sup>/<sub>4</sub> South-east corner of Lot No. 1, assigned to Isaac W. Scott; thence with the South line of said Lot No. 1 S. 83° 30' W. 168 <sup>2</sup>/<sub>100</sub> poles to a stone South-west corner of said Lot No. 1, and in the East line of a lane-way assigned to Rosa Ginn; thence with the East line of said lane-way S. 5° 15' E. 64 <sup>5</sup>/<sub>100</sub> poles to a stone (red oak bears S. 83° 30' W. 12 feet) North-west corner of Lot No. 3, assigned to Nancy Scott as her dower; thence with the North line of said Lot No. 3 N. 83° 30' E. 168 <sup>2</sup>/<sub>100</sub> poles to a stone and brick in the East line of said Survey No. 14632; thence with said Survey line N. 5° W. 64 <sup>2</sup>/<sub>100</sub> poles to the beginning, containing 67 acres of land.

Lot No. 3 We assign to Nancy Scott, (widow), as her dower, bounded and described as follows: Situated in Taylor Township, Union County, Ohio, <sup>2</sup>/<sub>4</sub> being part of Virginia Military Survey No. 14632. Beginning at a stone and pieces of brick in the East line of said Survey No. 14632 <sup>2</sup>/<sub>4</sub> South-east corner of Lot No. 2, assigned to John W. Scott; thence with the South line of said Lot No. 2 S. 83° 30' W. 168 <sup>2</sup>/<sub>100</sub> poles to a stone (red oak bears S. 83° 30' W. 12 feet) and in the East line of Lot No. 6 assigned to Rosa Ginn (formerly Rosa Scott); thence with the East line of Lot No. 6 S. 5° 15' E. 95 <sup>2</sup>/<sub>100</sub> poles to a stone North-west corner of Lot No. 4 assigned to Retta Scott; thence with the North line of said Lot No. 4 N. 83° 30' E. 168 <sup>2</sup>/<sub>100</sub> poles to a stone and pieces of brick in the East line of said Survey No. 14632; thence with said Survey line N. 5° W. 95 <sup>2</sup>/<sub>100</sub> poles to the beginning, containing 100 acres of land.

Lot No. 4 We assign to Retta Scott, bounded and described as follows: Situate in Taylor Township, Union County Ohio, <sup>2</sup>/<sub>4</sub> being part of Virginia Military Survey No. 14632. Beginning at a stone and pieces of brick in the East line of said Survey No. 14632 and South-east corner of Lot No. 3 assigned to Nancy Scott; thence with the South line of said Lot No. 3 S. 83° 30' W. 168 <sup>2</sup>/<sub>100</sub> poles to a stone; thence S. 5° 15' E. 6 <sup>3</sup>/<sub>100</sub> poles to a stone; thence S. 84° 45' W. 1 <sup>2</sup>/<sub>100</sub> poles to a stone North-east corner of land owned by J. M. Stzartre; thence with the East line of said Stzartre's land S. 5° 15' E. 49 <sup>6</sup>/<sub>100</sub> poles to a

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stone north-west corner of Lot N<sup>o</sup> 5 assigned to Minnie Walker (formerly Minnie Scott): thence with the north line of Lot N<sup>o</sup> 5 N. 83° 30' E. 168 <sup>7</sup>/<sub>100</sub> to a stone <sup>2</sup>/<sub>40</sub> brick in the east line of said Survey N<sup>o</sup> 14632: thence with said survey line N. 3° 45' W. 24 <sup>7</sup>/<sub>100</sub> poles to a large stone and corner of Survey N<sup>o</sup> 14632, 5507 <sup>9</sup>/<sub>40</sub> 5613; thence continuing with the line of said Survey N<sup>o</sup> 14632 N. 5° W. 31 <sup>6</sup>/<sub>100</sub> poles to the beginning, containing 58 <sup>1</sup>/<sub>2</sub> acres of land.

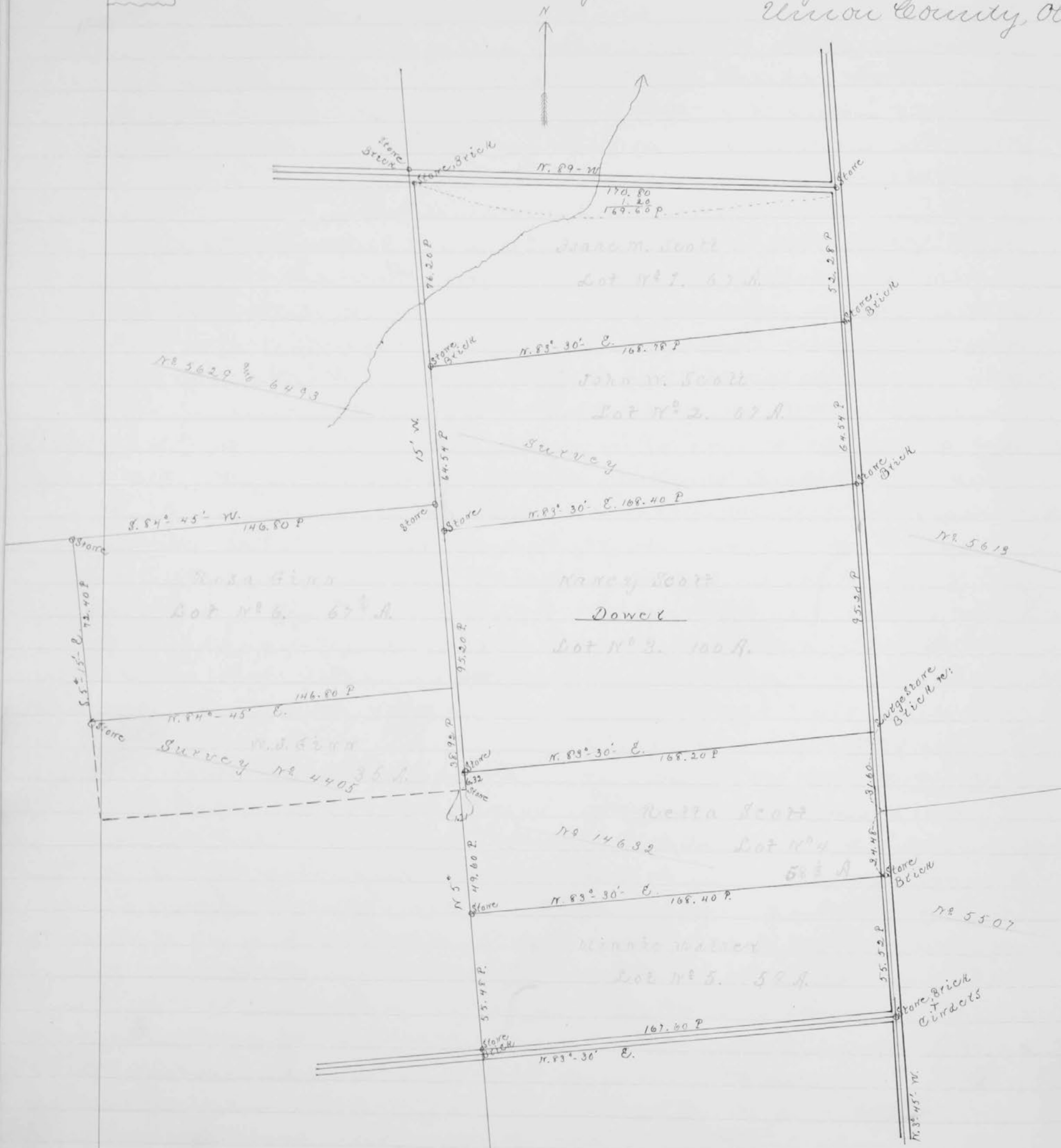
Lot N<sup>o</sup> 5 We assign to Minnie Walker (formerly Minnie Scott) bounded and described as follows: Situate in Taylor Township, Union County, Ohio, <sup>2</sup>/<sub>4</sub> bring part of Virginia Military Survey N<sup>o</sup> 14632. Beginning at a stone and brick in the east line of said Survey N<sup>o</sup> 14632, and south-east corner of Lot N<sup>o</sup> 4 assigned to Retta Scott; thence with the south line of said Lot N<sup>o</sup> 4 S. 83° 30' W. 168 <sup>7</sup>/<sub>100</sub> poles to a stone in the east line of J. M. Kzart's land; thence with the east line of said Kzart's land S. 5° 15' E. 55 <sup>7</sup>/<sub>100</sub> poles to a stone <sup>2</sup>/<sub>40</sub> brick in a public road, <sup>2</sup>/<sub>40</sub> north-west corner of W. H. Moore's land; thence with the north line of said W. H. Moore's land N. 83° 30' E. 167 <sup>6</sup>/<sub>100</sub> poles to a stone, brick and cinders in the east line of said Survey N<sup>o</sup> 14632; thence with said survey line N. 3° 45' W. 55 <sup>7</sup>/<sub>100</sub> poles to the beginning, containing 58 acres of land.

Lot N<sup>o</sup> 6 We assign to Rosa Ginn (formerly Rosa Scott) bounded and described as follows: Situate in Taylor Township, Union County, Ohio, and bring part of Virginia Military Surveys N<sup>o</sup> 14632 <sup>2</sup>/<sub>4</sub> 4405. Beginning at a stone in the east line of Survey N<sup>o</sup> 14632, and north-east corner of Survey N<sup>o</sup> 4405; thence with the north line of Survey N<sup>o</sup> 4405 S. 84° 45' W. 146 <sup>8</sup>/<sub>100</sub> poles to a stone; thence S. 5° 15' E. 72 <sup>7</sup>/<sub>100</sub> poles to a stone north west corner of land owned by W. J. Ginn; thence with his land line N. 84° 45' E. 146 <sup>8</sup>/<sub>100</sub> poles to a stone in the east line of said Survey N<sup>o</sup> 4405; thence with said survey line S. 5° 15' E. 38 <sup>7</sup>/<sub>100</sub> poles to a stone <sup>2</sup>/<sub>40</sub> north-east corner of J. M. Kzart's land; thence N. 84° 45' E. 1 <sup>1</sup>/<sub>100</sub> poles to a stone; thence N. 5° 15' W. 242 <sup>2</sup>/<sub>100</sub> poles to a stone <sup>2</sup>/<sub>40</sub> brick <sup>2</sup>/<sub>40</sub> north-west corner of Lot N<sup>o</sup> 1 assigned to Isaac M. Scott; thence N. 89° W. 1 <sup>7</sup>/<sub>100</sub> poles to a stone <sup>2</sup>/<sub>40</sub> brick in the west line of Survey N<sup>o</sup> 14632; thence S. 5° 15' E. 130 <sup>6</sup>/<sub>100</sub> poles to the beginning, containing 67 <sup>7</sup>/<sub>100</sub> acres of land.

Given under our hands, this 25<sup>th</sup> day of July, 1890.

Commissioners { Henry B. Shotts  
Oliver Shaw  
Hugh M<sup>o</sup> Adow

Sworn to before me <sup>as</sup> subscribed in my presence  
 this 25<sup>th</sup> July, 1890.  
 Seal Will P Brightler, Surveyor,  
 Union County, Ohio.



I hereby certify that the foregoing is a true & correct Plat  
 of the Sub-division of the Estate of Samuel B. Scott, deceased.

July 25<sup>th</sup>, 1890.

Seal

Will P. Brightler, Surveyor  
 Union County, Ohio

- Fees: -- Henry Snodde \$3.<sup>00</sup>
- Oliver Shaw \$3.<sup>00</sup>
- Hugh M<sup>r</sup> Adow \$3.<sup>00</sup>
- W. P. Brightler \$28.<sup>00</sup>
- Chain Carrier 5.<sup>00</sup>
- marker 1.<sup>25</sup>

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Afterward, on the 2<sup>d</sup> day of August, 1890, an entry was made on the Journal by the Clerk

J. W. Scott

vs

Minnie Walker, et al

Journal 15. Page 379.

In this case the defendants all having executed their written agreement authorizing Henry Smith, Oliver Shaw & Hugh W. Adow to make partition in this case assigning to Nancy Scott her dower in the lands in said petition described and dividing said land equally in value between the five children of said Samuel B. Scott, deceased, to wit; J. W. Scott, Isaac M. Scott, Peta Scott, Minnie Walker and Rosa Ginn. And it appearing to the Court that said three Commissioners were disinterested and not of kin to the parties and were duly sworn and with the aid of W. P. Brightler County Surveyor have assigned said dower and made partition of the said lands as shown by their Report & Plat herein filed and ordered to be made part of the record of this case.

And the Court being satisfied that said division has been fairly and equitably made do hereby confirm and approve the same and order that said Nancy Scott be endowed of the said lot n<sup>o</sup> 3 of said Plat and containing 100 acres more or less. And that said Isaac M. Scott have and hold said lot n<sup>o</sup> 1, containing 67 acres more or less as his portion in severally.

That said John W. Scott have and hold said lot n<sup>o</sup> 2, containing 67 acres more or less as his portion in severally. That said Peta Scott have and hold said lot n<sup>o</sup> 4 containing 58 $\frac{1}{2}$  acres more or less as her portion in severally. That said Minnie Walker have and hold said lot n<sup>o</sup> 5 containing 58 acres more or less as her portion in severally. And that said Rosa Ginn have and hold lot n<sup>o</sup> 6 including the 20 foot lane out to the road as set off in said Plat for an outlet and all containing 67 $\frac{3}{4}$  acres more or less as her portion in severally and the said lot 3, of 100 acres to remain undivided during the life of said Nancy Scott. And if the personal estate fails to pay the debts of said decedent, each of said heirs shall hold their respective lots subject to the claim of said Administrator.

And it is further ordered and adjudged by the Court that the costs of these proceedings including an Attorney fee of \$113 to Robison & Woodburn be paid

by said parties in the following proportions, to wit: Our  
-sible by said Nancy Scott, and our -sible by each of  
said five heirs. In default thereof for ten days  
that execution issue against each of them respectively  
for his or her share thereof.

Attest  
R. M. Gony Clerk



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 S. Price, Judge of said Court of  
the term of May, to wit; on the 26<sup>th</sup> day of May, in  
the year of our Lord one thousand eight hundred  
and ninety.

Be it remembered, that heretofore, to wit,  
on the 28<sup>th</sup> day of May, 1890, Ida May Fowler filed in  
the Clerk's Office of the said Court of Common Pleas  
the following Petition against W<sup>m</sup> M. Fowler, to wit:

Petition Ida May Fowler

v

Court of Common Pleas,  
Union County Ohio.

6003 William M. Fowler

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. That on the 28<sup>th</sup> day of June A. D. 1886  
at Maiden in the Territory of Montana she was  
lawfully married to the defendant whom she  
prays may be made a party hereto.

Plaintiff further says that she has always  
been to the defendant a faithful & obedient wife,  
yet he, disregarding his marital duties has been  
guilty of gross neglect of duty toward the plaintiff  
wholly neglecting her and refusing to provide her  
with necessary care, medical attendance & food.

That while living with said defendant she  
had one child born to her by said defendant named  
Percy Crafton Fowler, now about nineteen months  
old. That during & after her said confinement  
and while sick from a severe injury the result of  
said confinement said defendant has been guilty  
of extreme cruelty toward the plaintiff and her  
child in this, to wit: He left the plaintiff suffering  
with said sickness and injury without proper care  
for her or her infant child and without proper medical

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attendance and allowed her to suffer until relieved by her friends.

She therefore prays that upon the final hearing of this petition she be divorced from the defendant and that she be decreed the custody care and control of said infant child Percy Groffau Fowler and for all proper relief in the premises.

Ida May Fowler.

The State of Ohio,  
Union County, ss.

By J. M. Kennedy, her Atty.

Ida May Fowler, being duly sworn says that the said defendant Wm. Fowler is a non-resident of the State of Ohio, and that his place of residence is unknown to this plaintiff. That service of summons cannot be made on him in the State of Ohio, and the foregoing is out of the cases contemplated by statute for publication of notice and she asks that notice be thereby given by publication.

Ida May Fowler.

Sworn to and subscribed by the said Ida May Fowler before me this 28<sup>th</sup> day of May, 1890.

A. B. Hollifrage

Notary Public

Proof of Publication

Legal Notice

6003

William M. Fowler whose place of residence is unknown to the plaintiff will take notice that the plaintiff Ida May Fowler did on the 28<sup>th</sup> day of May, 1890 file her petition in the Court of Common Pleas of Union County Ohio, praying for divorce and custody of minor child, case No 6003. Said petition charged the defendant with gross neglect of duty and extreme cruelty to the plaintiff. Said petition will be for hearing after the 12<sup>th</sup> day of July, 1890.

Ida May Fowler.

State of Ohio,  
Union County, ss.

By J. M. Kennedy, her Atty.

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 June 5<sup>th</sup>, 1890.

A. J. Kears.

Sworn to and subscribed before me this 10<sup>th</sup> day of July, 1890.

Seal

R. M. Leroy, Clerk.

Entry

Afterward, on the 2<sup>nd</sup> day of August, 1890, an entry was made on the Journal by the Clerk.

6003 Ida May Fowler

vs

William M. Fowler

Journal 15, Page 382.

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer. And the Court being fully advised in the premises does find for the plaintiff.

1. That due notice of the said action was made by publication in the Marysville Journal for six consecutive weeks.

2. That said defendant was guilty of gross neglect of duty and extreme cruelty as charged in the plaintiff's petition.

It is therefore ordered and adjudged by the Court that said plaintiff be granted a complete divorce from the said defendant and be decreed the custody, care and control of the child Percy Groftan Fowler and that plaintiff pay the costs herein taxed at \$.

Attest  
R. M. Gray clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union in the South 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 26<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 1<sup>st</sup> day of August, 1890, L. M. Woodhull filed in the Clerk's Office of the said Court of Common Pleas the following Petition upon Cognovit Note against John Clark and Sherman Clark, to-wit:

Common Pleas Court, Union County Ohio

L. M. Woodhull

vs

John Clark and

Sherman Clark

Petition

6041

There is due plaintiffs from defendants on a certain promissory note, a copy of which, with

L. M. Woodhull

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all credits and endorsements thereon, is hereto attached, marked Exhibit "A", and made part of this petition, the sum of One hundred <sup>and</sup> ten dollars, which they claim with interest at the rate of eight per cent. per annum, from the sixth day of April, A. D. 1889.

Wherefore, plaintiffs pray judgment against said defendants, for the said sum of One hundred and ten, with interest thereon at the rate of eight per cent. per annum, from the 6<sup>th</sup> day of April, A. D. 1889, and for costs of suit.

W. W. Merchant,

Attorney for Plaintiff

Copy of Note

\$110<sup>00</sup>. Marysville, Ohio, April 6<sup>th</sup>, 1889.

Our year after date, for value received, we or either of us, promise to pay C. M. Scott <sup>and</sup> Bro., or order, One hundred <sup>and</sup> ten dollars at Marysville, Ohio, with eight per cent. after date and 8 per cent. after due.

And we hereby dispense with demand of payment, protest <sup>and</sup> notice of non-payment of this note <sup>and</sup> authorize any Attorney at law to appear for us, or either of us, at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere, and waiving the issuing and service of process, to confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note, <sup>and</sup> interest, on the same at the rate of eight per cent. per annum payable annually, after the same shall become due, together with costs of suit, and release all errors <sup>and</sup> writs of errors, and waive the stay of execution <sup>and</sup> all right of appeal in this behalf.

If paid, on or before due ten dollars of this note.

P. O. Marysville,  
Union Co., Ohio

John Clark.  
Sherman Clark.

"T. W. Woodruff"

Endorsed: John Clark, Sherman Clark.

\$110<sup>00</sup>. April 6<sup>th</sup>, 1889, due April 6<sup>th</sup>, 1890.

"For value received we guarantee the collection of the within note and waive demand and notice of non-payment thereof."  
C. M. Scott <sup>and</sup> Bro.

State of Ohio,  
County of Union ss.

W. W. Merchant, being duly sworn, says that he is the attorney of said plaintiffs; that the foregoing petition is founded upon a written instrument for the

payment of money, which instrument is in affiant's possession; and that the statements contained in the foregoing petition are true, as affiant believes.

W. W. Merchant.

Sworn to before me and subscribed in my presence, this 1<sup>st</sup> day of August, 1890.

R. M. Leroy, Clerk

By W. M. Winger, Deputy

Answer to E. M. Woodhull

vs

6041 John Clark et al

I, John B. Porter, 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 plaintiffs against said defendants on the note attached to said petition, for the sum of One hundred & twenty-one & 2/100 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.

John B. Porter,

Atty. for Defts.

Entry to E. M. Woodhull

vs

6041 John Clark et al

Journal 15, Page 375.

This day came the plaintiffs by their attorney; also came John B. Porter an attorney-at-law of this Court, on behalf of the defendants, & by virtue of a warrant of attorney duly executed by said defendants, & now produced to the Court, and a copy of 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 plaintiffs, confessed that the said defendants were justly indebted to the said plaintiffs in the sum of One hundred & twenty-one & 2/100 dollars; and also released and waived all exceptions, errors & right of appeal herein.

It is therefore considered by the Court that the said plaintiffs recover from said defendants the said sum of One hundred & twenty-one & 2/100 dollars, together with their costs herein expended, taxed at \$---



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Plas 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, term, on the 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred & ninety.

Be it remembered that, heretofore, to-wit, on the 14<sup>th</sup> day of May, 1890, Stephen Crauston, Admr. filed in the Clerks Office of the said Court of Common Pleas the following Petition against Lewis Bruton, to-wit:

Petition Stephen Crauston Admr. of Phoebe Bruton, dec'd.

5989

vs.

Lewis Bruton

Court of Common Pleas, Union County Ohio.

Plaintiff says: On the 29<sup>th</sup> day of August, 1879, letters of Administration on the estate of Phoebe Bruton, heretofore deceased, intestate, were by the Probate Court of Union County, Ohio, duly issued to the plaintiff who thereupon duly qualified & entered on the duties of said office.

Plaintiff further says that this his cause of action is founded upon a promissory note, of which the following is a copy.

" \$610 <sup>100</sup>/<sub>100</sub> January 5<sup>th</sup>, 1884.

" Two years after date I promise to pay to the order of Stephen Crauston Jr. Six hundred & ten <sup>100</sup>/<sub>100</sub> dollars. Value received with interest at 6% per annum.

Lewis Bruton.

That he holds said note as Administrator & that the same was given for real estate pertaining to said estate on a sale thereof to the defendant in Partition and that the same was by order of this Court in said Partition suit ordered to be delivered to and held by this plaintiff, for use in payment of the debts of said estate, as Administrator of said Phoebe Bruton & accounted for by him in like manner. There are no credits on said note.

There is now due from defendant to plaintiff as such Administrator, on said note the sum of \$610 <sup>100</sup>/<sub>100</sub> with interest thereon at 6% per annum from January 5<sup>th</sup>, 1884 which he claims for which he asks judgment against the defendant.

P. B. Cole & Son,

Plff's Atty.

State of Ohio.

Union County ss

J. B. Cole, being duly sworn says that he is the attorney of the said plaintiff; that this action

is brought upon an instrument of writing for the unconditional payment of money only; that said instrument in writing is in his possession, and that he believes the statements contained in the foregoing petition are true in substance and in fact.

J. B. Cole.

Sworn to and subscribed before me this 14<sup>th</sup> day of May, 1890.

Seal } R. M. Croy, Clerk.

waiver

The issue & service of summons in the above entitled case is hereby waived and the appearance of the defendant voluntarily entered without summons or service, and defendant waiving all questions as to time.

May 14<sup>th</sup>, 1890. Lewis Burton  
By Porter & Porter, his Atty.

Answer

5989 Answer was filed with the Clerk of this Court. Stephen Crauston Answer.

vs Court of Common Pleas.  
Lewis Burton

The defendant for answer to plaintiff's petition says that he does not deny but that he is indebted for the principal of said note as alleged; but he says that said note was executed for the 3<sup>rd</sup> and last payment to be made by defendant on the purchase of land by him in the Partition case of Stephen Crauston & others against Erwin Burton and others in this Court in the year 1883 & 1884, and that because of questions arising on the distribution of the proceeds of the sale made in said case, the Sheriff was ordered to hold all of the notes of purchasers of said land, given for the 3<sup>rd</sup> payment of the same, until the further order of the Court, and the note herein said on was within & included in said order.

And defendant says that said order was made on the 15<sup>th</sup> day of January, 1884 and remained in full force and effect until the 15<sup>th</sup> day of March, 1890, at which date, the Court ordered the Sheriff to turn over said notes to said Stephen Crauston for collection as Answer of Phibe Burton, deceased.

Defendant says that when said note became due - which was on January 5<sup>th</sup>, 1886, he was ready and anxious & willing to pay, and desired to pay said note and has ever since held himself in readiness to pay the same, but was not allowed to pay the note because

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of said order of January 5<sup>th</sup>, 1884.

Defendant therefore avers that he ought not to pay the interest on this note, after it becomes due and payable, and from that time to the date of March 18<sup>th</sup>, 1890. And asks that said interest be deducted from the apparent amount of said note, and asks all other and further relief.

Porter & Porter,

Atty. for Deft.

Lewis Bruton, the defendant being sworn, made oath that the facts stated in the foregoing answer are true as he believes.

Sworn to by Lewis Bruton before me & signed by him in my presence this day of May 1890.

Demurrer

Afterward, on the 19<sup>th</sup> day of June, 1890, demurrer was filed with the Clerk of Court.

5989

Stephen Crauston Admr.

vs

Lewis Bruton

Court of Common Pleas.

Now comes the plaintiff and demurs to the answer of the defendant herein. For grounds of demurrer he says: That facts sufficient to institute a defense to the petition are not stated in said answer.

P. B. Cole & Son,

Plfs Atty.

Afterward, on the 2<sup>nd</sup> day of August, 1890, an entry was made on the Journal by the Clerk.

Entry

Stephen Crauston Admr.

vs

Lewis Bruton

Journal 15, Page 378.

5989

This cause being heard on the demurrer to the answer of defendant, the Court on consideration thereof sustain the same.

And thereupon the said defendant not asking to plead further, the Court finds upon the petition and evidence that the said defendant is indebted to the said plaintiff in the sum of (\$847) eight hundred & forty-seven dollars. It is therefore considered by the Court that the plaintiff recover from the said defendant the said sum of eight hundred & forty-seven dollars (\$847.<sup>00</sup>) so found due together with the costs herein expended. All of which ruling and judgment the defendant then and there accepted.

Attest

R. M. Brown Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honourable John A. Prier, Judge of said Court, of the term of May, to-wit, on the 20<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred & seventy.

But remembered that, heretofore, to-wit, on the 22<sup>nd</sup> day of February, 1870, Bank of Richwood filed in the Clerks Office of said Court of Common Pleas the following Petition against Keylas Sabine et al.

Petition Bank of Richwood

5944

Keylas Sabine  
Anna W. Sabine, his Wife.

Court of Common Pleas,  
Union County Ohio.

First Cause of Action: Plaintiffs state: They are a company of persons formed for the purpose of, and now are carrying on the business of private Banking at Richwood, Union County Ohio, and are not incorporated. That on or about the 29<sup>th</sup> day of November, 1870, said defendant Keylas Sabine executed and delivered to plaintiffs his promissory note and thereby promised to pay to plaintiffs or order the sum of Six hundred dollars on the 1<sup>st</sup> day of April, 1871 with eight per cent. interest thereon after due until paid - said interest to be computed yearly. A copy of which note, together with all credits and endorsements thereon is hereto attached marked Exhibit "A" and made a part of this petition.

Second Cause of Action: That on or about said 29<sup>th</sup> day of November, 1870, to secure the payment of said note said defendant Keylas Sabine & Anna W. Sabine his wife, executed & delivered to plaintiff their mortgage deed and thereby conveyed to plaintiff the following described premises, to-wit: All of or in Lot N<sup>o</sup> One hundred & sixty-three (163) in Joshua S. Gill's Addition to the Town of Richwood. For a more specific description reference is made to the record of "Plat" of said Addition.

Said mortgage was conditioned as follows: Provided nevertheless, that whereas, Keylas Sabine has this day executed a note of even date herewith for the sum of Six hundred dollars with eight per cent. interest after due until paid, - computed annually with 5 per cent. attorney fee if collected, payable to the Bank of Richwood or order at their office April 1<sup>st</sup>, 1871.

Now if the said Keylas Sabine or his legal repre-

Copy of Note

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representatives shall well and truly pay the above note according to the tenor thereof, then these presents shall be void.

On the 2<sup>nd</sup> day of December, 1870 at 11 1/2 o'clock A.M. said mortgage was filed with and in the Office of the Recorder of Union County Ohio, and was by him duly recorded on the 14<sup>th</sup> day of December 1870 in Volume 8, Page 198 of Union County Record of Mortgages, and said mortgage is the first and best lien on said premises.

Plaintiffs say, said condition has been broken, said mortgage has become absolute. There is due and owing to plaintiffs on said note from the defendant Kyles Sabine the said sum of six hundred dollars with 8 per cent. interest thereon from the 15<sup>th</sup> day of October, 1883 less a credit of \$75<sup>00</sup> November 7<sup>th</sup>, 1889. That the said Amos W. Sabine has relinquished his right and expectancy of home in said premises.

Wherefore plaintiff prays Judgment on said note against said Kyles Sabine for said sum of six hundred dollars and 8 per cent. interest thereon from the 15<sup>th</sup> day of October, 1883 less said credit of \$75<sup>00</sup> of the date of November 7<sup>th</sup>, 1889. That said mortgage be foreclosed said premises be ordered to be sold and the proceeds applied to the payment of said mortgage debt and for all proper relief.

S. S. Gardner. Attorney for Plaintiff.

State of Ohio, Union County, ss

B. L. Saluaga, being duly sworn says he is the Cashier & Agent of the Bank of Richwood the plaintiffs herein. That the facts & allegations in the foregoing Petition are true as he verily believes.

B. L. Saluaga.

Sworn to and subscribed before me, this 20<sup>th</sup> day of February, 1890. E. W. Sanders, Notary Public.

Copy of \$600<sup>00</sup>. 7<sup>th</sup> day of April after date, for value received, we jointly & severally promise to pay to the Bank of Richwood or order, at their office, six hundred dollars with interest at the rate of 8 per cent. per annum, on all unpaid principal and interest after due until paid; interest to be computed with 5 per cent. attorney fee, if collected.

And we, or either of us, do hereby authorize & empower

any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing & service of process, and appear for us, or either of us, in any of said Courts at any time after the above note becomes due, and confess judgment thereon, against us, or either of us, in favor of the payee or legal holder hereof, for the sum due on said note, with all interests & costs of suit; said judgment to draw the rate of interest specified in note, after rendition until paid.

We do also hereby waive all right of appeal, the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may accrue in the rendition of said judgment and all right to sue out any writ of error; and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our hand & seal this 29<sup>th</sup> day of November, 1870. H. Sabine.

Endorsed: \$75<sup>00</sup>, credit on this by rent November 7<sup>th</sup>, 1889.

Interest paid on this up to April, 12<sup>th</sup>, 1871.

Interest paid on this up to Nov., 1<sup>st</sup>, 1871. \$35<sup>00</sup>.

Interest paid to August 1<sup>st</sup>, 1872.

Interest paid to April 1<sup>st</sup>, 1873.

Interest paid to November 1<sup>st</sup>, 1873.

Interest paid to April 1<sup>st</sup>, 1874.

Interest paid to July 1<sup>st</sup>, 1874.

Interest paid to July 1<sup>st</sup>, 1876.

Interest paid to October 1<sup>st</sup>, 1877.

Interest paid to September 1<sup>st</sup>, 1878.

Interest paid to May 1<sup>st</sup>, 1880, by rent of Gribbons, Feb. 10<sup>th</sup>, 1882.

Interest paid to June 15<sup>th</sup>, 1881, by rent of Gribbons Feb. 22<sup>nd</sup>, 1883.

Interest paid to April 15<sup>th</sup>, 1882, by rent of Gribbons Feb. 14<sup>th</sup>, 1884.

Interest paid to October 15<sup>th</sup>, 1883, by rent of Miller, Feb. 18<sup>th</sup>, 1885.

Receipt to the Clerk:

Issue Summons to Sheriff of Union County returnable according to law. Amount claimed \$813<sup>00</sup> with right per cent. interest from November 7<sup>th</sup>, 1889, <sup>94</sup>/<sub>100</sub> "Foreclosure of mortgage".

Summons Afterward, on the 22<sup>nd</sup> day of February, 1890, a Summons was issued by the Clerk, indorsed as follows:

5944 The State of Ohio, Union County, ss. To the Sheriff of said County: You are hereby commanded to notify Heylas Sabine & Anna W. Sabine that they have been sued by the Bank of Richwood in the Court of Common Pleas of said Union County, and that unless they answer

by the said officer on the

Seal

Endorsed: \$75<sup>00</sup>, credit on this by rent November 7<sup>th</sup>, 1889.

Sheriff's Return

5944

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Summons

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Endorsed: \$75<sup>00</sup>, credit on this by rent November 7<sup>th</sup>, 1889.



By the 22<sup>nd</sup> day of March, 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 3<sup>rd</sup> day of March, 1890.

Witness my hand and the seal of said Court, this 22<sup>nd</sup> day of February, 1890.  
R. W. Croy, Clerk

Endorsed: Action for Judgment & Foreclosure of Mortgage Amount claimed \$813<sup>00</sup> with 8 per cent. from November 7<sup>th</sup>, 1889.

And on the 3<sup>rd</sup> day of March, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Service	\$	30
Mileage		16
Copy		40
Total	\$	96

The State of Ohio  
Union County ss  
Sheriff's Return.  
Received this writ February, 22<sup>nd</sup> 1890 at One o'clock P.M. Pursuant to its command, I served the same by delivering a certified copy thereof with the endorsements thereon to Anna W. Sabine on the 3<sup>rd</sup> day of March, 1890. Keylas Sabine was not found in my County.  
Thomas Martin, Sheriff.

Afterward, on the 8<sup>th</sup> day of March, 1890, 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 Keylas Sabine (impleaded with others) that he has been sued by Bank of Richwood in the Court of Common Pleas of said Union County, and that unless he answer by the 5<sup>th</sup> day of April, 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 17 day of March, 1890.

Witness my hand and the seal of said Court, this 8<sup>th</sup> day of March, 1890.  
R. W. Croy, Clerk.

Endorsed: Action for Judgment & Foreclosure of Mortgage Amount claimed \$813<sup>00</sup> with 8 per cent. from November 7<sup>th</sup>, 1889.

S. S. Gardiner, Atty.

Sheriff's Return

5944

Summons

5944

Summons

Keylas Sabine  
and  
you  
my answer

Sherriff  
Return

And on the 10<sup>th</sup> day of March, 1890, the Sheriff  
of said County returned said writ to the Clerk  
Office in said County, which return is as follows:

5944

Service	\$	30
Mileage		16
Copy		20
Total	\$	66

The State of Ohio  
Union County ss Sheriff's Return.  
Received this writ March 8<sup>th</sup>  
1890, at 8 o'clock P.M. pursuant to its command  
I served the same by delivering a certified  
copy thereof with the endorsements thereon to the  
within named Keylas Sabine, defendant, on the 10<sup>th</sup>  
day of March, 1890.

Thomas Martin, Sheriff.

Entry

5944

Afterward, on the 29<sup>th</sup> day of May, 1890, an entry  
was made on the Journal by the Clerk of Court.

Bank of Richwood  
vs  
Keylas Sabine et al

Journal 15; Page 312.

now came the plaintiff herein  
and the defendants being in default for answer  
and demurrer, the Court find that the allegations  
of the petition are confessed by them to be true.

The Court also find that said defendants were  
duly & legally served with summons in this case.

It is therefore considered by the Court that the  
plaintiff recover of the defendant Keylas Sabine the  
said sum of \$848<sup>74</sup> and interest at 8 per cent. being  
the amount of principal & interest to the first  
day of this term, and their costs herein expended  
taxed to \$ . The Court also further find that the  
defendant Keylas Sabine & Anna W. Sabine, his wife,  
presented and delivered to the plaintiffs the mortgage  
described in the petition described & on the premises  
herein described & that said mortgage was duly  
recorded in Volume 8, Page 198 of the Record of Mortgages  
of Union County and is the first & best lien on the  
premises described in the petition.

The Court further find that the condition of  
defeasance in said mortgage has been broken and  
that the said plaintiffs are thereby entitled to have  
the defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless  
the said defendants shall within (5) five days from  
the entry of this decree pay or cause to be paid to the  
Clerk of this Court the costs in this case and to the  
plaintiffs the sum of \$848<sup>74</sup> with 8 per cent. interest  
from the first day of this term according to the terms  
of said mortgage the defendants equity of redemption  
be foreclosed and said premises shall be sold & an

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order of sale shall issue therefore to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into this Court for further order.

Order of Sale

Afterward, on the 12<sup>th</sup> day of June, 1890, Order of Sale was issued by the Clerk of said Court.

5944

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 28<sup>th</sup> day of May, 1890, the Bank of Richwood obtained a judgment and decree against Keylas Sabine & Anna W. Sabine, his wife, for the sum of eight hundred & forty eight <sup>7</sup>/<sub>100</sub> dollars & seven <sup>7</sup>/<sub>100</sub> dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged & decreed, that the said Keylas Sabine & his wife within five days from the 28<sup>th</sup> day of May, 1890, pay unto the said Bank of Richwood the said sum of eight hundred & forty eight <sup>7</sup>/<sub>100</sub> dollars with interest from the 26<sup>th</sup> day of May, 1890 & 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 5 days aforesaid, have fully expired, and the said sum of eight hundred & forty-eight <sup>7</sup>/<sub>100</sub> dollars, & 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 & sell according to the statute regulating Judgments & Executions at law the following lands & tenements, situate in Union County, Ohio, to wit: In Lot W<sup>o</sup> (163) One hundred & sixty three, in Joshua S. Gills Addition to the Town of Richwood.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you report to sale above described real estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment & decree, with costs 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, & 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 12<sup>th</sup> day of June, 1890.

Seal } R. M. Crony, Clerk.

Sheriff's Return And on the 19<sup>th</sup> day of July, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

5-944

Service	\$ 60
Levy	50
Sum. Appis.	1 20
Swear. "	25
Writing Appit.	30
Copy of "	30
Notice to Per.	30
Affidavit to "	30
Writing Notice	30
Mileage	2 80
Poundage	4 50
Return	25
Total	11 60
Appraisers Fee	3 00
Printers Fee	10 38

The State of Ohio,  
 Union County, ss  
 Sheriff's Return.  
 Received this writ the 12<sup>th</sup> day of June, 1890, and on the 16<sup>th</sup> day of June, 1890, I called an inquest of Ben Cahill, Wm S. Phelps & L. B. Bidwell three disinterested free holders and residents of the County, & 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<sup>00</sup>) under their hands & 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 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 19<sup>th</sup> day of July, 1890, at the door of the Court House, in Marysville, Ohio, at the hour of one o'clock P. M. of said day, the within specified in said notice I offered the within described real estate at public auction; & there & there struck off and sold the same to James Cutler for the sum of three hundred dollars, & he being the highest bidder therefore, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin,  
 Sheriff.

Proof of Publication Bank of Richwood  
 or  
 Hylas Sabine et al

Sheriff's Sale.

5-944

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 19<sup>th</sup>, 1890, at or about the hour of one o'clock P. M. on said day, the following

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described real estate, to-wit: Situated in the Township of Claibourne, County of Union, State of Ohio, and bounded and described as follows: In Lot No 103 (One hundred & sixty three) in Joshua Gull's addition to the Town of Richwood.

Appraised at \$350<sup>00</sup>. Terms of sale, Cash.  
Thomas Martin, Sheriff  
D. S. Gardiner, Attorney. Union County, Ohio

State of Ohio,  
Union County, ss.

I, J. O. Graham, publisher, being duly sworn, says that the notice hereto attached was published in the Richwood Gazette, on the 19<sup>th</sup> day of June, 1890, and continued therein five consecutive times during all of which time said newspaper was printed & in general circulation in said County.

J. O. Graham.

Sworn to and subscribed before me, this 24<sup>th</sup> day of July, 1890.

 D. W. Lander, Notary Public.

Entry

5944 Afterward, on the 1<sup>st</sup> day of August, 1890, an Entry was made on the Journal by the Clerk.

Bank of Richwood

vs

Keylas Sabur et al

Journal 15, Page 375.

This day came the plaintiffs by their attorneys and on their motion & producing the return of the Sheriff of the sale made under the former order of this Court, & the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law & the orders of this Court, it is ordered that the said proceedings & sale be and they are hereby approved & confirmed.

And it is further ordered that the said Sheriff convey to the purchaser James Butler by deed according to law the property so sold and the said purchaser is hereby subrogated to all the rights of the lien-holders in said premises so far as they may be paid herein for the protection of his title, & 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 said on to be entered on the record thereof in the Recorder's Office

of Union County, Ohio.

And the Court now coming to distribute the proceeds of sale amounting to three hundred dollars it is ordered that the Sheriff out of the money in his hands pay:

First-- To the Treasurer of the County the taxes <sup>2/3</sup> pecuniary against said property amounting to ---\$.

Secondly the costs of this action taxed to \$---

Thirdly-- to the plaintiff Bank of Richwood the balance of said purchase money to apply on their Judgment against said defraudant.

Attest  
A. M. Merry Clerk,



Pleas continued & held at the Court House in Marysville, within and for the County of Union, in the 5th 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 3<sup>rd</sup> day of March, in the year of our Lord, One thousand eight hundred & ninety.

Be it remembered that, heretofore, to wit, on the 1<sup>st</sup> day of February, 1890, V. S. Magruder, Guardian re: filed in the Clerk's Office of the said Court of Common Pleas the following Petition against George Caldwell et al, to wit:

Petition V. S. Magruder, Guardian of  
Mollie Shaul, Mida Shaul (now Wood)  
5928 Helen Shaul, Howard Shaul, <sup>and</sup>  
Ellie Shaul, minor heirs of  
J. N. Shaul, deceased.

Or

Grs Caldwell, Maria Caldwell, <sup>and</sup>  
Wm Howard, Augustus S. Hill <sup>and</sup>  
Charles Phellis, as Assignees of  
George Caldwell.

In the Court of  
Common Pleas  
Union County, Ohio

Petition.

The plaintiff says: That he is the duly appointed & qualified Guardian of Mollie Shaul, Mida Shaul, (now Mida Wood) Helen Shaul, Howard Shaul & Ellie Shaul, minor heirs of J. N. Shaul, deceased, having been appointed by the Probate Court of Champaign County Ohio. That the said defraudant George Caldwell is indebted to this plaintiff, as such Guardian on a certain promissory note of which the following is a copy:

\$ 33 46. <sup>00</sup>

Mechanicsburg, Ohio, December, 10<sup>th</sup>, 1888.

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One year after date I promise to pay V. S. Maguire  
Guardian of Mollie Shaul, Mida Shaul, (now Wood)  
Helen Shaul, Howard Shaul & Alice Shaul, minor  
heirs of J. N. Shaul, deceased, or order, Three thousand  
three hundred & forty six dollars. Value received  
with eight per cent. interest per annum from date  
until paid, this note secured by mortgage on Real  
Estate. George Caldwell.

There are no credits or endorsements on said  
note. There is due from said defendant George  
Caldwell to said plaintiff as Guardian, as aforesaid  
on said note the sum three thousand, three hundred  
& forty six dollars with eight per cent. interest  
thereon from December 10<sup>th</sup>, 1888.

The plaintiff further says, that on the 19<sup>th</sup> day  
of December, 1888, to secure the payment of said  
promissory note, the said George Caldwell and  
Maria Caldwell, his wife, executed and delivered  
to said plaintiff as such guardian their mortgage  
deed of that date and thereby conveyed to said  
plaintiff the following described real estate, viz:

Situate in the County of Union in the State  
of Ohio and in the Virginia Military District,  
bounded and described as follows, viz: Part of Survey  
N<sup>o</sup> 4735 & 6312. Beginning at a stone in the Post  
Road, one of the corners of a tract of land containing  
seventy-seven acres conveyed by said Charles  
Martha J. Fullington to William Howard on the 21<sup>st</sup>  
day of March 1864 and in the line of James C. Miller  
Jr. land; thence in the said Miller's line S. 44° E. 114<sup>0</sup>/<sub>100</sub>  
poles to a stone corner of said Miller's land and  
fifty feet from the center of a Railroad connecting  
Springfield & Delaware; thence N. 33° E. 74<sup>0</sup>/<sub>100</sub> poles to  
a stone corner of Ransom Tarpening's lot; thence  
with his line N. 58° W. 23<sup>0</sup>/<sub>100</sub> poles to a stake; thence N. 32°  
E. 16<sup>0</sup>/<sub>100</sub> poles to a stake; thence S. 58° E. 9<sup>0</sup>/<sub>100</sub> poles to a  
stake; thence N. 32° E. 10<sup>0</sup>/<sub>100</sub> poles to a stone in the center  
of the State Road; thence with the road N. 58° W. 22<sup>0</sup>/<sub>100</sub>  
poles to a stone; thence N. 88° W. 20<sup>0</sup>/<sub>100</sub> poles to a stone  
in the center of the Milford road and one of the  
corners of said tract of 77 acres above mentioned:  
thence with one of its lines and same course (N. 88°  
W.) 41<sup>0</sup>/<sub>100</sub> poles to a stone on the North bank of Treacles  
Creek; thence S. 60<sup>1</sup>/<sub>2</sub>° W. 47<sup>0</sup>/<sub>100</sub> poles with the Post Road to  
the beginning, containing fifty-one acres & seventy  
poles of land, or the same more or less, excepting  
therefrom so much of the above described premises as  
are now occupied by the Methodist Church, but said  
lot not to exceed one-quarter of an acre, and not

to contain any portion of the lot now owned by Elizabeth Kerminger.

The condition contained in said mortgage was in substance that if the said George Caldwell should pay or cause to be paid said promissory note when the same became due, with the interest thereon, then said mortgage to be void, otherwise to be and remain in full force and effect.

Said mortgage was duly filed for record with the Recorder of said Union County, Ohio, on the 20<sup>th</sup> day of December, 1888 at 12 o'clock M. <sup>and</sup> was duly recorded in Volume 27, Page 336 of the Record of Mortgages of Union County, Ohio.

Said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of three thousand three hundred and forty-six dollars with eight per cent. interest thereon from December 10<sup>th</sup>, 1888.

Since said note and mortgage were executed the said defendant George Caldwell has made an assignment for the benefit of his creditors to said defendants William Howard, Augustus S. Hill & Charles Phellis, but said defendant Maria Caldwell did not join in said deed of assignment.

Plaintiff asks judgment against said defendant George Caldwell for said sum of three thousand, three hundred & forty-six dollars with eight per cent. interest thereon from December 10<sup>th</sup>, 1888. That said mortgage may be foreclosed, said premises ordered to be sold & the proceeds thereof applied to the payment of said indebtedness & for all other <sup>and</sup> proper relief in the premises.

John M. Brodrick,

Attorney for Plaintiff.

The State of Ohio,  
County of Union, ss.

John M. Brodrick, being sworn makes oath that he is the duly authorized attorney of said plaintiff that the said plaintiff is a non-resident of said Union County, Ohio, 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 1<sup>st</sup> day of February 1890.

Seal

R. M. Croy,

Clerk of Court.

waiver Wk.  
of service  
this 1<sup>st</sup>

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to the

Ohio, of  
Caldwell  
Mortgage  
Record

Summons

5928 The State  
of Union

George  
Caldwell  
Plaintiff  
vs.  
Maria Caldwell  
Defendant

on the

Seal

Return  
made  
10<sup>th</sup>, 1888.

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waiver

We, the undersigned defendants waive the issuing of service of summons & enter our appearance herein this 1<sup>st</sup> day of February, 1890.

Charles Phellis, S.S. Hill  
William Howard, Assigners of George Caldwell.  
By J.W. Robinson, Atty.

To the Clerk:

Issue summons to Sheriff of Union County, Ohio, for defendants George Caldwell & Maria Caldwell. Endorse: Judgment & Foreclosure of Mortgage. Amount claimed \$3346.<sup>00</sup> at 8% interest from December 10<sup>th</sup>, 1888.

J.M. Brodrick, Atty.

summons

Afterward, on the 1<sup>st</sup> day of February, 1890, a summons was issued by the Clerk, indorsed, to wit:

5928

The State of Ohio,  
Union County ss.

To the Sheriff of said County:

You are hereby commanded to notify George Caldwell & Maria Caldwell et al that they have been sued by V.S. Magruder, Guardian of Minors of J.N. Shaul, deceased in the Court of Common Pleas of said Union County, and that unless they answer by the 1<sup>st</sup> day of March, 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 10<sup>th</sup> day of February, 1890.

Witness my hand and the seal of said Court, this 1<sup>st</sup> day of February, A.D. 1890.

Seal

R.M. Croy, Clerk.

Endorsed: Action for Judgment & Foreclosure of Mortgage. Amount claimed, \$3346.<sup>00</sup> with 8% interest from December 10<sup>th</sup>, 1888.

Sheriff's Return

5928

And on the 5<sup>th</sup> day of February, 1890, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Service	\$ 45
Mileage	2 40
Copy	40
Total	\$ 25

The State of Ohio,  
Union County ss.

Sheriff's Return.

Received this writ February 1<sup>st</sup>, 1890, at 10 o'clock A.M. & pursuant to its command I served the same by delivering a certified copy thereof with endorsements thereon to each of the within named defendants on the 4<sup>th</sup> day of February, 1890.

Thomas Martin, Sheriff.

Entry

Afterward, on the 5<sup>th</sup> day of March, 1890, an Entry was made on the Journal by the Clerk of Courts.

5925 U.S. Maguard, Guard. &c.

vs

Journal 15<sup>th</sup>, Page 257

George Caldwell et al

This day this cause came on to be heard by the Court upon the petition of the plaintiff the said defendants George Caldwell & Maria Caldwell being in default for answer or demurrer to the said petition; and the Court being fully advised in the premises do find that the statements in said petition are true, and that there is due from said defendant George Caldwell to said plaintiff the sum of \$3675.40 which is entitled to draw interest at the rate of 8 per cent. per annum from the first day of the present term of this Court, to wit: March 5, 1890.

It is therefore considered, and adjudged by the Court that said plaintiff recover of the said defendant, George Caldwell said sum of \$3675.40, with interest as above stated together with his costs herein expended taxed to - \$.

It is further ordered, adjudged & decreed by the Court that unless the said defendant George Caldwell pay or cause to be paid said above adjudged sum of money to the plaintiff within five days from the entry hereof, an order of sale issue to the Sheriff of said County, commanding him as such Sheriff to cause said premises to be appraised, advertised & sold as upon execution, and that he bring the proceeds of such sale into Court for further order herein.

Order of Sale.

Afterward, on the 10<sup>th</sup> day of March, 1890, an Order of Sale was issued by the Clerk of Courts.

5928 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 5<sup>th</sup> day of March, 1890, U.S. Maguard, Guard &c. obtained a judgment & decree against George Caldwell for the sum of thirty-six hundred & seventy-five <sup>4</sup>/<sub>100</sub> dollars & five <sup>5</sup>/<sub>100</sub> dollars, costs of suit.

And whereas, it was then & there, by said Court ordered, adjudged, & decreed, that the said George Caldwell et al. within 5 days from the 5<sup>th</sup> day of March, 1890 pay unto the said U.S. Maguard, Guardian &c. the said sum of thirty-six hundred & seventy-five <sup>4</sup>/<sub>100</sub> dollars with interest from the 3<sup>rd</sup> day of March, 1890, and costs aforesaid; & on default to pay the same, that an Order

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of sale issued 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 plaintiff's petition &c:

And whereas, the five days aforesaid have fully expired, and the said sum of thirty six hundred & seventy five <sup>40</sup>/<sub>100</sub> dollars, <sup>20</sup>/<sub>100</sub> 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 <sup>20</sup>/<sub>100</sub> sell according to the statute regulating Judgments & Executions at law, the following lands and tenements situate in Union County, Ohio, to wit: <sup>20</sup>/<sub>100</sub> in the Virginia Military District, <sup>20</sup>/<sub>100</sub> bounded <sup>and</sup> described as follows, to wit: Part of Survey N<sup>o</sup> 4735 <sup>and</sup> 6312, beginning at a stone in the Post Road, one of the corners of a tract of land, containing 77 acres, conveyed by said Charles and Martha J. Huntington to William Howard on the 21<sup>st</sup> day of March, 1864, <sup>20</sup>/<sub>100</sub> in the line of James C. Miller Jr. land; thence in said Miller's line S. 44° E. 114 <sup>5</sup>/<sub>100</sub> poles to a stone corner of said Miller's land <sup>20</sup>/<sub>100</sub> 50 feet from the center of the railroad connecting Springfield <sup>20</sup>/<sub>100</sub> Delaware; thence N. 33° E. 74 <sup>5</sup>/<sub>100</sub> poles to a stone corner of Ransom Tarpening's lot; thence with his line N. 58° W. 23 <sup>5</sup>/<sub>100</sub> poles to a stake; thence N. 32° E. 16 <sup>7</sup>/<sub>100</sub> poles to a stake; thence S. 58° E. 9 <sup>5</sup>/<sub>100</sub> poles to a stake; thence N. 32° E. 10 <sup>5</sup>/<sub>100</sub> poles to a stone in the center of the State Road; thence with the road N. 58° W. 22 poles to a stone; thence N. 88° W. 20 <sup>7</sup>/<sub>100</sub> poles to a stone in the center of the Wilford road, one of the corners of said tract of 77 acres above mentioned thence with one of its lines, <sup>20</sup>/<sub>100</sub> same course (N. 88° W.) 41 <sup>5</sup>/<sub>100</sub> poles to a stone on the north bank of Treacher's Creek; thence S. 60 <sup>1</sup>/<sub>2</sub>° W. 47 <sup>3</sup>/<sub>100</sub> poles with the Post Road to the beginning, containing 51 acres <sup>20</sup>/<sub>100</sub> 70 poles of land, or the same more or less, -- excepting therefrom so much of the above described premises as are now occupied by the Methodist Church, but said lot not to exceed one-quarter of an acre, <sup>and</sup> not to contain any portion of the lot now owned by Elizabeth Kenningre.

We therefore command you, that you proceed to carry said order, judgment <sup>20</sup>/<sub>100</sub> decree into execution agreeably to the tenor thereof, <sup>20</sup>/<sub>100</sub> 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 <sup>20</sup>/<sub>100</sub> decree, with costs <sup>20</sup>/<sub>100</sub> interest, as specified therein; and that you make report of

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your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof <sup>and</sup> bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, <sup>and</sup> the seal of said Court at Marysville, this 10<sup>th</sup> day of March 1890.  
R. M. Leroy, Clerk.

**Sheriff's Return** And on the 19<sup>th</sup> day of April, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

5928

Service	\$ 45
Leroy	50
Sum. Appra.	
Swear. "	1 20
Convey. "	1 50
Writing Appra.	30
Copy of " "	30
Notice to Pr.	30
Affidavit to "	30
Writing Notice	30
Mileage	2 40
Poundage	—
Return	1 25
Total	7 80
Appraisers fee	3 00
Printers fee	20 25

The State of Ohio  
Union County ss  
Sheriff's Return.  
Received this writ the 10<sup>th</sup> day of March, 1890, <sup>and</sup> on the 11<sup>th</sup> day of March, 1890, I called an inquest of M. H. Johnson, G. W. Grandall <sup>and</sup> Albert C. Morse three disinterested freeholders 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: 880<sup>00</sup> 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 <sup>and</sup> 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 12<sup>th</sup> day of April, 1890, on the premises in Union Township, Union County, Ohio, at the hour of One o'clock P. M. of said day, the time <sup>and</sup> place of sale of said specified in said notice I offered the within described real estate at public auction; <sup>and</sup> there <sup>and</sup> there struck off and sold the same to A. A. Hill for the sum of One hundred dollars per acre, he being the highest bidder therefor, <sup>and</sup> the sum bid being more than two thirds of the appraised value.

**Proof of Publication**  
U. S. Magruder, Guard. re.  
Or  
George Caldwell et al

Thomas Martin, Sheriff.  
Sheriff's Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County,

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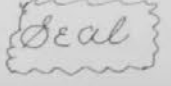


Ohio, I will offer for sale on the premises in Union Township, on Saturday, April 12<sup>th</sup>, 1890, at or about the hour of One o'clock P.M. on said day, the following described real estate, to-wit: Situated in the Township of Union, County of Union <sup>2/3</sup> State of Ohio, <sup>2/3</sup> in the Virginia military district, <sup>2/3</sup> bounded and described as follows: Part of Survey N<sup>o</sup>: 4735 <sup>2/3</sup> 6312, beginning at a stone in the Post Road, one of the corners of a tract of land containing 77 acres conveyed by Charles <sup>2/3</sup> Martha J. Fullington to William Howard on the 21<sup>st</sup> day of March 1864, and in the line of James B. Miller Jr. land; thence in the said Miller's line S. 44° E. 114 <sup>7/8</sup> poles to a stone corner of said Miller's land and 50 feet from the center of the railroad connecting Springfield <sup>2/3</sup> Delaware; thence N. 33° E. 74 <sup>5/8</sup> poles to a stone corner of Ransom Tarpening's lot; thence with his line North 58° W. 23 <sup>5/8</sup> poles to a stake; thence N. 32° E. 16 <sup>7/8</sup> poles to a stake; thence S. 58° E. 9 <sup>5/8</sup> poles to a stake; thence N. 32° E. 10 <sup>5/8</sup> poles to a stone in the center of the State road; thence with the road N. 58° W. 22 poles to a stake; thence N. 88° W. 20 <sup>7/8</sup> poles to a stake in the center of the Milford road, one of the corners of the said tract of 77 acres above mentioned; thence with one of its lines and same course (N. 88° W.) 41 <sup>5/8</sup> poles to a stone on the North bank of Meades Creek thence S. 60 <sup>1/2</sup>° W. 47 <sup>3/4</sup> poles with the Post Road to the beginning, containing fifty-one acres <sup>2/3</sup> seventy poles of land, be the same more or less, -- excepting therefrom so much of the above described premises as are now occupied by the Methodist Church, but said lot not to exceed one quarter of an acre <sup>2/3</sup> not to contain any portion of the lot now owned by Elizabeth Keminiger.

Appraised at \$80<sup>00</sup> per acre. Terms of Sale: One-third cash on day of Sale; One-third in nine months <sup>2/3</sup> one-third in eighteen months. Deferred payment to bear interest at 6 per cent. secured by mortgage on the premises.

Thomas Martin, Sheriff  
 The State of Ohio, | Union County, 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 12<sup>th</sup>, 1890.  
 W. O. Shearr.

Sworn to <sup>2/3</sup> subscribed before me, this 27<sup>th</sup> day of May, 1890.  R. M. Leroy, Clerk.

Entry  
 5928 Afterward, on the 17<sup>th</sup> day of March, 1890, an entry was made on the Journal by the Clerk of said Court.  
 U. S. Maguader, Guard re  
 vs  
 George Caldwell et al  
 Journal 15, Page 272

This day came all the parties to this action by their attorneys & request the Court to modify the former order of the Court herein so that the sale of said premises shall take place on the said premises, & the terms of said sale shall be one third cash in hand on day of sale; One third in nine months & one third in eighteen months from day of sale. The deferred payments to bear interest at the rate of six per centum per annum & be secured by mortgage on the premises.

Said parties in open Court expressly waived any question of said order being recited under the present appraisal so far as relates to the modification of said order, but not as to the amount and consent that the advertisement of said sale be considered to have been commenced under this order of the Court.

Entry  
 5928 Afterward, on the 26<sup>th</sup> day of May, 1890, an entry was made on the Journal by the Clerk of said Court.  
 U. S. Maguader Guard. re  
 vs  
 George Caldwell et al  
 Journal 15, Page 302

This day on application of the defendant George Caldwell, & the purchaser of the premises herein, A. A. Hill, D. B. Harvey Esq. is appointed to survey the premises hereinbefore sold herein, but reserving to said defendant George Caldwell, all rights under said sale without reference to said survey.

Motion  
 5928 U. S. Maguader Guard. re  
 vs  
 George Caldwell et al  
 Court of Common Pleas.

The defendants George Caldwell & his wife Mariab Caldwell move the Court to order the sale of the lands in the petition described to be sold in two lots as follows: 1 lot of 40 acres to include all the buildings & 2<sup>nd</sup> - 4<sup>th</sup>  $\frac{7}{100}$  acres to be run off by starting in the pipe in the north line of the land & run nearly South & exactly parallel with the west line of the Church lot & to be three hundred feet from said church lot & extending far enough southerly to cut off the 4<sup>th</sup>  $\frac{7}{100}$  acres by

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running a line from thence to the railroad line parallel with the line of the Keminger way <sup>2/3</sup> thereby leave 40 acres in our lot <sup>2/3</sup> + <sup>1/3</sup> in the other.

The grounds of making this motion are 1<sup>st</sup>. The defendants are entitled to hold as their homestead exemption whatever of said premises are not needed to pay plaintiffs claim they being entitled under the laws of Ohio to exemption.

2<sup>nd</sup>. The said premises are in and near the village of Irwin <sup>2/3</sup> their value to some extent from being desirable for building purposes <sup>2/3</sup> partly only from being farm lands <sup>2/3</sup> the 40 acres is more than sufficient to pay the plaintiffs claim.

3<sup>rd</sup>. The premises will sell for more in two lots than in one.

J. W. Robinson, Atty. for George Caldwell <sup>2/3</sup> wife.

Entry Afterward, on the 23<sup>rd</sup> day of June, 1890, an entry was made on the Journal by the Clerk U. S. Maguer, Guard. &c.

Journal 15. Page 346.

George Caldwell et al This day this cause came on for hearing on motion of the plaintiff to confirm the sale heretofore made herein, <sup>2/3</sup> also on motion of the defendant George Caldwell to set aside the sale heretofore made herein <sup>2/3</sup> both of said motions were argued by counsel <sup>2/3</sup> submitted to the Court.

On consideration the Court do overrule said motion to confirm said sale and do sustain said motion to set aside said sale.

The Court do further order that said premises be again offered for sale on the premises for cash on day of sale.

It is further ordered by the Court that said premises be offered in the following manner:

1<sup>st</sup>. Forty acres of said land on which the buildings are situated including four <sup>2/3</sup> <sup>1/3</sup> acres next the M. C. Church lot: Beginning at a point in the north line of said land <sup>2/3</sup> running parallel with the Church lot <sup>2/3</sup> 300 feet from the same <sup>2/3</sup> extending far enough southerly so that a line parallel with the south line of Mrs. Keminger's lot <sup>2/3</sup> extending to the railroad lands will make 4 <sup>1/3</sup> acres.

And if that should not sell for sufficient price to pay said judgment, interest <sup>2/3</sup> costs, then,

2<sup>nd</sup>. The said 4 <sup>1/3</sup> acres as above as also described <sup>2/3</sup> 3<sup>rd</sup>. The entire tract in our body, if said tracts separately do not sell for sufficient sum to pay

said judgment interest  $\frac{3}{4}\%$  costs.

And an order of sale is directed to issue to the Sheriff of this County commanding him to proceed to sell said lands as upon execution, and bring the proceeds into Court for distribution.

Order of Sale

5928

Afterward, on the 23<sup>rd</sup> day of June, 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 term of Court of Common Pleas, holden at the Court House within and for said County upon the 5<sup>th</sup> day of March, 1890, U.S. Magistrate obtained a judgment or decree against George Caldwell et al. for the sum of Three thousand six hundred & seventy-five  $\frac{3}{4}\%$   $\frac{7}{10}\%$  dollars  $\frac{3}{4}\%$  the  $\frac{3}{4}\%$   $\frac{5}{10}\%$  dollars, costs of suit:

And whereas, it was then and there by said Court ordered, adjudged & decreed that the said George Caldwell et al within five days from the 5<sup>th</sup> day of March, 1890 pay unto the said U.S. Magistrate the sum of Thirty-six hundred  $\frac{3}{4}\%$  seventy-five  $\frac{7}{10}\%$  dollars with interest from the 3<sup>rd</sup> day of March, 1890  $\frac{3}{4}\%$  costs aforesaid,  $\frac{3}{4}\%$  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 & executions at law, to sell the real estate described in the plaintiff's petition re:

And whereas the 5 days aforesaid, have fully expired, & the said sum of \$3675  $\frac{7}{10}\%$   $\frac{3}{4}\%$  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 10<sup>th</sup> day of March 1890, the following lands & tenements were appraised advertised & offered for sale, to wit: Situated in the Township of Union, County of Union,  $\frac{3}{4}\%$  State of Ohio,  $\frac{3}{4}\%$  in the Virginia Military District,  $\frac{3}{4}\%$  bounded and described as follows: to wit: Being part of Surveys 26<sup>th</sup> 4735<sup>th</sup> 6312, beginning at a stone in the Post Road out of the corners of a tract of land containing 77 acres conveyed by Charles & Martha J. Fullington to William Howard, on the 21<sup>st</sup> day of March, 1864, and in the line of James B. Miller's Jr. land: thence in the said Miller's line S. 44° E. 114  $\frac{7}{10}\%$  poles to a stone, corner to said Miller's land  $\frac{3}{4}\%$  fifty feet from the railroad connecting Springfield & Delaware; thence N. 32° E. 74  $\frac{68}{100}\%$  poles to a stone corner of Ransom Tarpener's lot: thence

with the poles to thence of the poles in the corner thence (N. 88°) Thence Post Road some narrow said and covered

Appra Sale. 7". 400 follow gravel in a front far the South railroad bund 2". The 3". The acres.

As we the out a statute at law the a order of of \$80<sup>00</sup> said you by holden this o

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with his line N. 58° W. 23 <sup>1</sup>/<sub>2</sub> to a stake: thence N. 32° E. 16 <sup>7</sup>/<sub>100</sub> poles to a stake: thence S. 58° E. 9 <sup>6</sup>/<sub>100</sub> poles to a stake: thence N. 32° E. 10 <sup>9</sup>/<sub>100</sub> poles to a stake in the center of the state road: thence with the road N. 58° W. 22 poles to a stone: thence N. 88° W. 20 <sup>7</sup>/<sub>100</sub> poles to a stone in the center of the Milford road, out of the corners of the said tract of 77 acres above mentioned thence with out of its lines and same course (N. 88°) W. 41 <sup>8</sup>/<sub>100</sub> poles to a stone on the north bank of Treacles Creek; thence S. 60 <sup>1</sup>/<sub>2</sub>° W. 47 <sup>3</sup>/<sub>2</sub> poles with the Post Road to the beginning, - excepting therefrom so much of the above described premises as are now occupied by the Methodist Church, but said lot not to exceed one quarter of an acre, and not to contain any portion of the lot now owned by Elizabeth Heminger.

Appraised at \$800<sup>00</sup> per acre. Terms, Cash on day of Sale. Said premises will be offered as follows:  
 1<sup>st</sup>. 40 acres of said land, including 4 <sup>1</sup>/<sub>100</sub> acres by the following description; beginning at a point in the gravel road in the N. line of said land & running in a southerly direction parallel with <sup>1</sup>/<sub>2</sub> 300 feet from the West line of the Church lot to a point far enough South that a line parallel with the South line of Mrs. Hemingers lot, extending to the railroad land will make four <sup>1</sup>/<sub>2</sub> sixty seven one hundredths acres.  
 2<sup>nd</sup>. The said 4 <sup>1</sup>/<sub>100</sub> acres by the above description <sup>1</sup>/<sub>100</sub>.  
 3<sup>rd</sup>. The entire tract in one body, containing 44 <sup>1</sup>/<sub>100</sub> acres.

And whereas, no sale was had under said order we therefore command you that you proceed without delay to advertise & sell according to the statute regulating sales on judgments & 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 \$800<sup>00</sup> 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 & for said County & make return of this order within sixty days from the date thereof.

Witness, R. W. Crory, Clerk of the Court of Common Pleas of said County & seal of said Court, at Marysville, this 23<sup>rd</sup> day of June, A. D. 1890.

Seal

R. W. Crory, Clerk.

Sheriff's Return

5928

Afterward, on the 25<sup>th</sup> day of July, 1890, the Sheriff of said County returned said writ to the Clerk's office in said Court, which returns as follows:

Notice to Mr. S	30
Affidavit of "	30
Writing notice	30
Mileage	2.40
Poundage	49.67
Return	25
Total	83.22
Printers fee	24.50

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 25<sup>th</sup> day of June, 1890, caused to be advertised in the "Marysville Tribune" (a newspaper printed & published <sup>2/3</sup> of general circulation in said County) said lands <sup>2/3</sup> tenements to be sold at public sale on the premises in said County, on the 26<sup>th</sup> day of July, 1890, 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 26<sup>th</sup> day of July, 1890, at the time & place above mentioned, proceed to offer said lands & tenements at public sale at the door of said Court House, <sup>2/3</sup> there and there came A. A. Hill who bid for the same the sum of One hundred dollars per acre, and said A. A. Hill being the highest <sup>2/3</sup> best bidder thereof I then <sup>2/3</sup> there publicly sold and struck off said lands & tenements to him for said sum of Forty four hundred and sixty-seven dollars.

Thomas Martin, Sheriff.

Proof of Publication

5928

V. S. Magruder Guard, re.  
vs.  
George Caldwell 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 on the premises, in Union Township on Saturday July 26, 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 <sup>2/3</sup> State of Ohio, <sup>2/3</sup> in the Virginia Military District, <sup>2/3</sup> bounded <sup>2/3</sup> described as follows:

Part of Survey n<sup>o</sup> 4735 <sup>2/3</sup> 6312, beginning at a stone in the Post Road, one of the corners of a tract of land containing 77 acres conveyed by Charles <sup>2/3</sup> Martha J. Fullington to William Howard on the 21<sup>st</sup> day of March, 1864 <sup>2/3</sup> in the line of James C. Miller Jr. land; thence in the said Miller's line S. 44<sup>o</sup> E. 114 <sup>2/3</sup> poles to a stone corner of said Miller's land <sup>2/3</sup> fifty

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feet from the center of the railroad connecting  
 Springfield <sup>to</sup> Delaware; thence N. 33° E. 74 <sup>1</sup>/<sub>2</sub> poles  
 to a stone corner of Ransom Tarpening's lot; thence  
 with his line N. 58° W. 23 <sup>1</sup>/<sub>2</sub> poles to a stake; thence  
 N. 32° E. 16 <sup>1</sup>/<sub>2</sub> poles to a stake; thence S. 58° E. 9 <sup>1</sup>/<sub>2</sub> poles to  
 a stake; thence N. 32° E. 10 <sup>1</sup>/<sub>2</sub> poles to a stone in  
 the center of the State Road; thence with the  
 road N. 58° W. 22 poles to a stone; thence N. 88° W. 20 <sup>1</sup>/<sub>2</sub>  
 poles to a stone in the center of the Milford Road  
 one of the corners of the said tract of 77 acres  
 above mentioned; thence with one of its lines  
<sup>1</sup>/<sub>2</sub> same course (N. 88°) W. 41 <sup>1</sup>/<sub>2</sub> poles to a stone on  
 the north bank of Treacher's Creek; thence S. 60 <sup>1</sup>/<sub>2</sub>  
 W. 47 <sup>3</sup>/<sub>2</sub> poles with the Post Road to the beginning  
 accepting therefrom so much of the above describ-  
 ed premises as are now occupied by the  
 Methodist Church but said lot not to exceed one  
 quarter of an acre <sup>1</sup>/<sub>4</sub> not to contain any portion  
 of the lot now owned by Elizabeth Heminger.

Appraised at \$800 per acre. Terms, Cash on  
 day of Sale. Said premises will be offered as  
 follows: 1°. Forty-acres of said land, including  
 4 <sup>1</sup>/<sub>2</sub> acres by the following description: Beginning  
 at a point in the gravel road in the north line  
 of said land <sup>1</sup>/<sub>2</sub> running in a southerly direc-  
 tion parallel with <sup>1</sup>/<sub>2</sub> 300 feet from the west line  
 of the Church lot to a point far enough south  
 that a line parallel with the south line of  
 Mrs. Heminger's lot <sup>1</sup>/<sub>2</sub> extending to the railroad  
 land will make 4 <sup>1</sup>/<sub>2</sub> acres.

2°. The said 4 <sup>1</sup>/<sub>2</sub> acres by the above description  
 3°. The entire tract in one body, containing 44 <sup>1</sup>/<sub>2</sub>  
 acres.

Thomas Martin, Sheriff  
 Union County, Ohio.

State of Ohio.  
 Union County ss.

I, the undersigned, being duly sworn, say  
 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 25<sup>th</sup>, 1890.

W. O. Shearer.

Sworn to and subscribed before me, this  
 24<sup>th</sup> day of July, 1890.

R. W. Leroy, Clerk.

Seal

entry

5928

Afterward, on the 1<sup>st</sup> day of August, 1890, an entry was made on the Journal by the Clerk.

U. S. Maguider, Guard. re.

vs.

Journal 15, Page 374.

George Caldwell et al

This day came the plaintiff by his attorney, & on his producing the return of the Sheriff of the sale made under the former order of this Court; & the Court, on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law & the orders of this Court, it is ordered that the said proceedings & sale be, & they are hereby approved & confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Augustus A. Hill, by deed, according to law, the property so sold; and the said purchase is hereby subrogated to all the rights of the said lien holders, in said premises, so far as they may be paid herein for the protection of his title.

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 \$4467.<sup>00</sup> it is ordered that the Sheriff out of the money in his hands pay-

1<sup>st</sup>. To the Treasurer of this County, the taxes penalty & interest against said property, to wit the sum of \$97.<sup>00</sup> now due.

2<sup>nd</sup>. The costs of this action taxed at \$132.<sup>33</sup> including the costs of Survey, by Barrow.

3<sup>rd</sup>. To the plaintiff herein the amount of his Judgment & interest amounting to \$3792.<sup>00</sup>

4<sup>th</sup>. To the defendant Maria Caldwell the sum of \$445.<sup>00</sup> being the remainder of said proceeds for the reasonable value of her contingent right of dower in said premises.

The costs of said Survey to be retained by the Sheriff until the next term of this Court to which time this cause is continued for hearing on that question only.

Attest *R. M. Crovy* Clerk



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Pleas continued <sup>2</sup>/<sub>3</sub> held at the Court House in Marysville, within <sup>2</sup>/<sub>3</sub> 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 4<sup>th</sup> day of November, in the year of our Lord one thousand eight hundred <sup>2</sup>/<sub>3</sub> eighty-nine.

Be it remembered, that, heretofore, to-wit, on the 22<sup>nd</sup> day of June, 1889, J. B. Cole filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Alexander Stewart, to-wit:

Petitioner J. B. Cole

vs.

Common Pleas Court  
Union County Ohio.

5824 Alex. Stewart.

Plaintiff says: By the consideration of the Court of Common Pleas of Union County, Ohio at its February term A.D. 1878, Samuel Little recovered a judgment against defunct Alexander Stewart in the sum of One hundred <sup>2</sup>/<sub>3</sub> seventy-nine <sup>2</sup>/<sub>3</sub> <sup>90</sup>/<sub>100</sub> dollars bearing interest at the rate of 6% from February 4<sup>th</sup>, 1878 <sup>2</sup>/<sub>3</sub> his costs therein expended taxed to \$20.13. A copy of which judgment is hereto attached. On the 22<sup>nd</sup> day of March, 1878 said Judgment Creditor for a valuable consideration duly assigned said judgment to this plaintiff in writing, a copy of which is hereto attached. No part of said judgment has been paid.

Wherefore plaintiff asks judgment in said sum of \$179.<sup>90</sup> with interest thereon from February 4<sup>th</sup>, 1878 <sup>2</sup>/<sub>3</sub> said costs taxed to \$20.13 <sup>2</sup>/<sub>3</sub> interest thereon \$13.50 <sup>2</sup>/<sub>3</sub> for such other relief as may be proper.

J. B. Cole,

Pltfs. Atty.

State of Ohio,  
Union County, ss.

J. B. Cole, being sworn says the facts stated <sup>2</sup>/<sub>3</sub> allegations in the foregoing pleading are as he believes true.

J. B. Cole.

Sworn to <sup>2</sup>/<sub>3</sub> subscribed before me this 22<sup>nd</sup> day of June, 1889.

Seal

R. M. Gray, Clerk.

Copy of Judgment

Samuel Little  
vs  
Alex. Stewart

Monday, February 11<sup>th</sup>, 1878.  
Journal n<sup>o</sup> 10, Page 502.  
Union Common Pleas.

Now comes the plaintiff by his attorney, <sup>2</sup>/<sub>3</sub> the defendant being in default for answer and demurrer the Court find that the allegations of the

amended petition are confessed by him to be true and that he is indebted to the plaintiff in the sum of One hundred & seventy nine  $\frac{80}{100}$  dollars.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the sum of \$179.<sup>80</sup> & his costs herein expended.

Copy of Samuel Little Assignee vs. Stewart.

Union Common Pleas.

5824 I hereby assign the Judgment in the above case & also my claim against said Stewart on account of property taken by him to indemnify him as way surely in the Blair & Brunst & Hopkins cases to J. B. Cole for value received March 22<sup>d</sup>, 1878.

Samuel Little.

Attest: Edward C. Cole, March 22<sup>d</sup>, 1878. Copied.

W. M. Winget, Clerk.

To the Clerk:

Exr. Summons & Order of Attachment in within retitled case returnable according to law. Endorse: Amount claimed \$179.<sup>80</sup> with interest thereon from February 4<sup>th</sup>, 1878, at 6%  $\frac{80}{100}$  \$33.13 costs in original Judgment & interest.

J. B. Cole, Atty.

Summons

5824

Afterward, on the 22<sup>d</sup> day of June, 1859, a Summons was issued by the Clerk of said Court, endorsed, to wit: The State of Ohio, Union County, ss. To the Sheriff of said County.

You are hereby commanded to notify Alexander Stewart that he has been sued by J. B. Cole in the Court of Common Pleas of said Union County, & that unless he answer by the 20<sup>th</sup> day of July, 1859, the petition of the said plaintiff against him filed in the Clerk's office of said Court, such petition will be taken as true, & judgment taken accordingly.

You will make due return of this Summons on the 1<sup>st</sup> day of July, 1859.

Witness my hand & the seal of said Court this 22<sup>d</sup> day of June, 1859.

Seal

R. M. Crosby, Clerk.

Endorsed: Action for Money. Amount claimed, \$179.<sup>80</sup> in Judgment with 6% from February, 4<sup>th</sup>, 1878. \$33.<sup>13</sup> costs  $\frac{80}{100}$  interest.

... said to in sac State Union 10 o'clock The my Co

Affidavit for Publication 5824

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Proof of Publication

5824

County 1859, J. Pleas prays of \$179. There said a Febua again said assign of Atla lived Alexan Paris late Jo



And on the 4<sup>th</sup> day of June, 1859, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

State of Ohio,  
Union County ss | Sheriff's Return.  
Received this writ June 22<sup>d</sup> A.D. 1859, at 10 o'clock A.M. <sup>2</sup>/<sub>3</sub> pursuant to its command. The within named Alexander was not found in my County. Fns. - Mileage - 81<sup>o</sup>. Copy - 20. Total \$1 30.  
Thomas Martin, Sheriff.

Affidavit for Publication 5824  
Afterward, on the 22<sup>d</sup> day of June, 1859, Affidavit was filed with the Clerk of said Court.  
State of Ohio, Union County ss.  
J. B. Cole  
vs  
Common Pleas Court, Union County Ohio  
Alex. Stewart

J. B. Cole, plaintiff being first duly sworn says that service of summons cannot be made in this State on the defendant Alexander Stewart <sup>2</sup>/<sub>3</sub> that this cause is one of those mentioned in Section (5048) five thousand <sup>2</sup>/<sub>3</sub> forty-eight of the Revised Statutes of Ohio <sup>2</sup>/<sub>3</sub> that the residence of said defendant is as he is informed <sup>2</sup>/<sub>3</sub> verily believes in Smecca, Newton County in the State of Missouri.

J. B. Cole.  
Sworn to <sup>2</sup>/<sub>3</sub> subscribed before me this 22<sup>d</sup> day of June, 1859.  
Beal } R. W. Croy, Clerk.

Proof of Publication 5824  
Legal Notice  
Alexander Stewart residing at Smecca, Newton County, Missouri, will take notice that on June 22 1859, J. B. Cole filed his petition in the Common Pleas Court of Union County, Ohio, in Case No 5824, praying for judgment against him in the sum of \$179. <sup>2</sup>/<sub>3</sub> debt <sup>2</sup>/<sub>3</sub> \$20.3 original costs with interest thereon from February 4<sup>th</sup>, 1818, on a judgment for said amount rendered by said Court at its February Term, A.D. 1818, in favor of Samuel Little against said Alexander Stewart of which judgment said J. B. Cole is now the holder <sup>2</sup>/<sub>3</sub> owner by assignment from said Samuel Little. An Order of Attachment has been issued in said cause <sup>2</sup>/<sub>3</sub> levied on the undivided interest of said Alexander Stewart in the lands in Dover and Paris Townships, Union County, Ohio, owned by the late John B. Stewart at his decease. Said Alexander

Stewart is required to answer on or before August 31<sup>st</sup>, 1859, or Judgment may be taken against him.

Printed for S. H. Cole.

J. B. Cole.

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 July, 4<sup>th</sup>, 1859.

A. J. Hark.

Sworn to and Subscribed before me this 12<sup>th</sup> day of November, 1859.

Seal

R. M. Erong, Clerk.

Affidavit

for Order

of

Attachment

5824

Afterward, on the 22<sup>nd</sup> day of June, 1859, Affidavit was filed with the Clerk of said Court.

State of Ohio, Union County, ss.

J. B. Cole

vs

Union County Court of Common Pleas.

Mrs. Stewart.

J. B. Cole, plaintiff, being duly sworn says that the claim sued upon is in a Judgment rendered by the said Court at its February term A. D. 1878 in favor of Samuel Little vs. said Alexander Stewart which Judgment was afterwards duly assigned by said Judgment creditor to this affiant. (Said Judgment is in case No 2359 in said Court entered on Journal No 10, Page 502 & execution docket B. Page 220 of said Court.) That said Judgment & claim is just.

Affiant believes he ought to recover one hundred & seventy-nine & <sup>50</sup>/<sub>100</sub> dollars & interest from February 4<sup>th</sup>, 1878 & \$33. <sup>13</sup>/<sub>100</sub> costs of said suit on said Judgment. That the defendant is a non-resident of this State.

J. B. Cole.

Sworn to & subscribed by J. B. Cole before me, this 22<sup>nd</sup> day of June, A. D. 1859.

Seal

R. M. Erong, Clerk.

Order of

Attachment

5824

Afterward, on the 22<sup>nd</sup> day of June, 1859, Order of Attachment was issued by the Clerk of Court.

State of Ohio,

Union County

Court of Common Pleas, Union County, Ohio

J. B. Cole

vs

To the Sheriff of Union County.

Alexander Stewart.

of the land interest affects every of the there also (Judgment the p on the Court, Seal Sheriff's Return 5824 Service Copies mileage Sum Aff Swear. In witness County. Total Apprais as the first a requir appro such a by refer



You are commanded to attach <sup>and</sup> safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys <sup>and</sup> effects of the defendant Alexander Stewart, not exempt by law from being applied to the payment of the claims of the plaintiff J. B. Cole or so much thereof as will satisfy his claim for One hundred <sup>and</sup> seventy-nine <sup>and</sup>  $\frac{80}{100}$  dollars of a Judgment <sup>and</sup> also (\$33<sup>18</sup>) Thirty-three <sup>and</sup>  $\frac{13}{100}$  dollars costs in original Judgment <sup>and</sup> interest <sup>and</sup> also for fifty dollars the probable cost of this action.

You will make due return of this order on the 1<sup>st</sup> day of July, A. D. 1889.

Witness my hand <sup>and</sup> the Seal of said Court, this 22<sup>nd</sup> day of June, A. D. 1889.  
 Seal  
 R. W. Croy, Clerk.

And, on the 24<sup>th</sup> day of June, 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is, to wit: Sheriff's Office, Union County, Ohio.

Services	\$ 30
Copies	30
Mileage	1 00
Sum Apprs.	1 20
Swear. "	1 20
Inventory re	50
Convey. Apprs.	1 50
Total	\$6 00
Appraiser fee	\$2 00

June 24<sup>th</sup>, A. D. 1889.  
 Received this order on the 22<sup>nd</sup> day of June, 1889, <sup>and</sup> agreeably to the contents thereof, I did, on the 24<sup>th</sup> day of June 1889, in the presence of Israel Slack <sup>and</sup> John Wiley two freeholders of said County attach the property described in the Schedule marked "A" hereto attached <sup>and</sup> made part of this Return as the property of Alexander Stewart, defendant, <sup>and</sup> having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory <sup>and</sup> appraisement as will fully appear by reference to said Schedule A."

Thomas Martin, Sheriff.  
 "Schedule A."

We, Thomas Martin, Sheriff of Union County, <sup>and</sup> Israel Slack <sup>and</sup> John Wiley, two freeholders of said County, do truly inventory <sup>and</sup> appraise the property attached under the foregoing order, as the property of Alexander Stewart <sup>and</sup> hereinafter described as follows, viz: The undivided one-fourth interest of Alexander Stewart in the lands of the late John B. Stewart, deceased: Situate in Lower <sup>and</sup> Paris Township Union County, Ohio, containing 456 <sup>and</sup>  $\frac{3}{4}$  acres <sup>and</sup> known as the John B. Stewart farm in U. M. Survey N: 5497, 4072 <sup>and</sup> 5505, which said one-fourth interest is the share of said defendant in said lands as a son <sup>and</sup>

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their at law of said John W. Stewart deceased.  
Sworn under our hands this 24<sup>th</sup> day of June  
A. D. 1889.

Thomas Martin, Sheriff.  
Israhel Slack <sup>3/40</sup>  
John Wilby

Seal

entry Afterward on the 15<sup>th</sup> day of November, 1889, an  
entry was made on the Journal by the Clerk

5824 J. B. Cole

vs

Journal 15, Page 185.

Alex. Stewart

Now comes the plaintiff by his attorney  
offers proof of publication of the writ and  
prayer of the petition herein had, the court find-  
ing said publication's proof in all respects regular  
according to law do hereby approve the same.

And thereupon the defendant being in default  
for answer the court find that the  
allegations of the petition are confessed by him to be  
true. The court further find from the evidence  
that the said Samuel Little recovered a judgment  
against this defendant in this Court for the sum  
of \$179.<sup>00</sup> debt \$20.<sup>00</sup> costs of suit on the 4<sup>th</sup> day of  
February, 1878 that on the 22<sup>nd</sup> day of March, 1878  
said judgment was by said Samuel Little duly  
assigned & transferred to the plaintiff J. B. Cole.

That said judgment is a valid & subsisting  
judgment that no proceedings are pending for  
its reversal or retrial that the amount therein  
found is legally due from this defendant to the  
plaintiff.

It is therefore considered & adjudged that  
said plaintiff recover from the said defendant  
the said sum of \$179.<sup>00</sup> & \$20.<sup>00</sup> interest from  
February 4<sup>th</sup>, 1876, amounting in all to \$306.<sup>00</sup> debt  
\$33.<sup>00</sup> costs, also his costs herein expended taxed to \$--

And on motion of the plaintiff on the evidence  
the court find that the said defendant is the  
owner in fee simple by descent from John W. Stewart  
deceased of the undivided one-fourth part of the  
farm known as the John W. Stewart farm, situated  
in Dover & Paris Townships Union County, Ohio, contain-  
ing 456 acres: Situate in U. M. Surveys N<sup>o</sup> 5497, 4072  
5505 that his said interest and estate has been  
seized in Attachment in this suit.

And it is ordered that the Sheriff proceed as  
upon recitation to advertise & sell the said real estate  
heretofore attached in this action now in his hands

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5849 Rebecca  
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remaining or so much thereof as will satisfy the judgment and costs aforesaid <sup>24</sup> that he report his proceedings to the Court for confirmation.

Attest  
R. M. Gray clerk



Pleas continued <sup>25</sup> 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 4<sup>th</sup> day of November in the year of our Lord one thousand eight hundred <sup>26</sup> eighty nine.

Be it remembered that, heretofore, to-wit, on the 31<sup>st</sup> day of August, 1889, Hugh C. Stewart filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Alex. Stewart et al.

Petition

Hugh C. Stewart

vs

- 5849 Rebecca S. Stewart
- Anna M. Bran.
- Alexander Stewart
- Calvin P. Slyal, John
- J. Slyal, Frank K. Slyal
- Wm. Russel

Court of Common Pleas  
Union County Ohio.

The plaintiff says: That on or about the 1<sup>st</sup> day of June, A. D. 1889, John H. Stewart, late of Union County, Ohio, died intestate seized of an estate in fee simple of the following described real estate to-wit: Situate in the County of Union <sup>27</sup> State of Ohio, <sup>28</sup> bounded <sup>29</sup> described as follows: Being part of Survey n<sup>o</sup> 5497, beginning at a stake corner of Copland's Survey: thence N. 82<sup>1</sup>/<sub>2</sub> E. 156 poles to a stone; thence N. 9<sup>o</sup> - W. 258<sup>1</sup>/<sub>2</sub> poles to a hickory, ash <sup>30</sup> tree; thence S. 81<sup>o</sup> - W. 156 poles to a hickory <sup>31</sup> tree; thence S. 9<sup>o</sup> - E. 253<sup>1</sup>/<sub>2</sub> poles to the beginning, containing 249<sup>1</sup>/<sub>2</sub> acres more or less.

Also, our other tract of land, situate in the County of Union <sup>32</sup> State of Ohio, <sup>33</sup> in Virginia Military Survey n<sup>o</sup> 4012 in the name of Elizabeth Richman, bounded and described as follows: Beginning at a stone in the County road at the corner of land conveyed by J. W. Powell to Stewart <sup>34</sup> Slyal; thence running S. 81<sup>o</sup> 38' 20" W. 88<sup>o</sup> <sup>35</sup> road in the center of said road to a stone; thence N. 8<sup>o</sup> 7' - W. 273<sup>3</sup>/<sub>4</sub> road to a stone; thence N. 81<sup>o</sup> - 56'

89  $\frac{3}{4}$  rods to a stone; thence S.  $5^{\circ} \frac{3}{4}$  E. 273  $\frac{1}{2}$  rods to the place of beginning, containing 151  $\frac{3}{4}$  acres of land  $\frac{3}{4}$  being the east part of said land conveyed by Powell as aforesaid.

Also, our other tract of land situate in the County of Union  $\frac{3}{4}$  State of Ohio,  $\frac{3}{4}$  in Survey No. 5505.

Beginning at a stone  $\frac{3}{4}$  piece of brick in the original east line of said Survey  $\frac{3}{4}$  North-east corner of a lot containing 89  $\frac{1}{2}$  acres sold by R. D. Broome to Purley said; thence with the north line of said land S.  $80^{\circ} 24'$  W. 149 poles to a stake his North-west corner  $\frac{3}{4}$  in the east line of a lot of 63 acres part of said Survey now occupied by William S. Ralston thence with the said line  $\frac{3}{4}$  the east line of a lot of 63 acres now owned by John H. Stewart N.  $11^{\circ} 15'$  W. 96  $\frac{7}{10}$  poles to a white ash, fallen black ash, water birch, in the original north line of said Survey; thence with said line connecting the course thereof N.  $81^{\circ} 45'$  E. 154  $\frac{5}{8}$  poles to a stake  $\frac{3}{4}$  stone at the intersection of the original lines  $\frac{3}{4}$  in the place of a brick  $\frac{3}{4}$  sugar tree fallen: thence with the original east line of said Survey correcting the course thereof S.  $8^{\circ} 4'$  E. 93  $\frac{2}{10}$  poles to the beginning containing 89  $\frac{1}{2}$  acres more or less. -- accepting from said 89  $\frac{1}{2}$  acres above described 65 acres sold by said Stewart to David Stuber  $\frac{3}{4}$  Clarissa Stuber by deed dated November 19<sup>th</sup>, 1881 and recorded in Vol. 52 Page 6, Union County Record of deeds to which reference is made.

Also the following premises, situated in the County of Union, in the State of Ohio, and bounded as follows: Part of Survey No. 5505 beginning at three beeches the original north west corner; thence S.  $10^{\circ} 5'$  E. 98 poles to a sugar tree and two beeches; thence N.  $80^{\circ}$  E. 106 poles to a sugar tree and two beeches; thence N.  $10^{\circ}$  E. 96  $\frac{2}{10}$  poles to a white ash  $\frac{3}{4}$  Black and water birch; thence S.  $80^{\circ}$  W. 106 poles to the beginning containing fifty-three acres more or less.

That the said John H. Stewart died leaving the said Rebecca S. Stewart, his widow, who is entitled to dower in said premises. She resides in said County of Union.

The said premises, on the death of said John H. Stewart descended to the following persons who are the only heirs and legal representatives of the said John H. Stewart deceased, subject to said dower to wit: The plaintiff, who is the son of said John H. Stewart, deceased; Said Anna M. Bran, who intermarried with Jesse Bran is a daughter of said John H. Stewart

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deceased: Martha J. Hoyal who intermarried with  
 David Hoyal was a daughter of the said John H.  
 Stewart, deceased,  $\frac{2}{3}$  died leaving children namely  
 the said Calvin P. Hoyal, John J. Hoyal, Frank H. Hoyal  
 $\frac{2}{3}$  Alice Hoyal. That said Alice Hoyal intermarried  
 with our Robert Russel, and she died leaving  
 Anna Russel who is the only child and heir of  
 said Alice Russel deceased.

Said Frank H. Hoyal is a minor, to wit; of the  
 age of 19 years. And said Anna Russel is a minor,  
 to wit; of the age of 9 years. The parties above  
 named have the following undivided estate in  
 said premises.

First: The plaintiff, Hugh C. Stewart, our undivided  
 one-fourth part in fee simple.

Second: Said Anna M. Bran, our undivided one-  
 fourth part in fee simple.

Third: Said Alexander Stewart our undivided one-  
 fourth part in fee simple.

Fourth: Said Calvin P. Hoyal, John J. Hoyal, Frank H.  
 Hoyal  $\frac{2}{3}$  Anna Russel together our undivided one-  
 fourth part in fee simple, or each  $\frac{1}{10}$  part of said  
 premises.

The plaintiff therefore prays that the defend-  
 ants above named may be made parties to this  
 petition,  $\frac{2}{3}$  plaintiff desiring to hold his said  
 interest in said premises in severalty prays  
 that partition may be made of the same, and  
 that the dower of the said Rebecca S. Stewart  
 also be assigned to her in said premises; or  
 if partition cannot be made without manifest  
 injury, then that the said premises may be  
 sold, or otherwise proper order taken pursuant to the  
 statute.

State of Ohio,  
 Union County ss

Porter  $\frac{2}{3}$  Porter  
 Attorneys for Plaintiff.

The plaintiff, Hugh C. Stewart, being duly  
 sworn makes oath that the facts stated in the  
 foregoing petition are true as he believes.

He further makes oath that service of a  
 summons cannot be made within the State of  
 Ohio on the said Alexander Stewart, Calvin P.  
 Hoyal, John J. Hoyal  $\frac{2}{3}$  Frank H. Hoyal. And that  
 this case is for the partition of real property, and  
 within the provisions of Section 5048 of the Revised  
 Statutes of Ohio, providing for service by publication.

The parties named in this affidavit are all now  
 residents of the State of Ohio.

Hugh C. Stewart.

Sworn to by Hugh C Stewart before me,<sup>2nd</sup>  
signed by him in my presence this 31<sup>st</sup> day of  
August, A. D. 1859.

Seal

R. W. Erory, Clerk.

Waiver

We hereby waive the issuing <sup>of</sup> service of  
summons upon us in the above entitled case  
<sup>to</sup> enter our appearance in said action.  
August 31<sup>st</sup>, 1859.

Anna M. Bran  
Jesse Bran  
Rebecca Stewart.

To the Clerk:

Issue a Summons to the Sheriff of  
Union County against the defendant Nina  
Russel (an infant under 14 years) returnable  
according to law.

Endorse: "Action for Partition of Real Property and  
assignment of dower."

September 17<sup>th</sup>, 1859. Porter & Porter

Attorneys for Plaintiff.

Summons

Afterward, on the 17<sup>th</sup> day of September, 1859,  
a Summons was issued by the Clerk, endorsed  
as follows, to wit:

5849

The State of Ohio,  
Union County, ss

To the Sheriff in said County:

You are hereby commanded to notify  
Nina Russel (impleaded with others) an infant  
under 14 years old that she has been sued by  
Hugh C Stewart in the Court of Common Pleas  
of said Union County, <sup>so</sup> that unless she answer  
by the 9<sup>th</sup> day of October, 1859, the petition of the  
said plaintiff against her filed in the Clerk's Office  
of said Court, such petition will be taken as true  
<sup>and</sup> judgment taken accordingly.

You will make our return of this Summons  
on the 30<sup>th</sup> day of September, 1859.

Witness my hand and the seal of said  
Court, this 17<sup>th</sup> day of September, 1859.

Seal

R. W. Erory, Clerk.

Endorsed: "Action for Partition of Real Property and  
assignment of dower."

Sheriff's

Return

5849

And on the 18<sup>th</sup> day of September, 1859, the  
Sheriff of said County returned said writ to the Clerk's  
Office in said County, which return is as follows:  
State of Ohio.

Union County, ss. Sheriff's Return.

Received this writ September 17<sup>th</sup>, 1859, at One  
o'clock P. M. <sup>and</sup> pursuant to its command on the 17<sup>th</sup> day

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Service	\$ 30
Mileage	120
Copy	40
Return	25
Total	\$ 215

of September, 1889, I served the same by delivering a certified copy of this writ with the sudorsements thereon to Nina Russel, an infant; <sup>2</sup>/<sub>3</sub> said Nina Russel having no father or no mother or no legal guardian I served a certified copy of this writ with the sudorsements thereon by delivering said copy to Rebecca Stewart, the person having the legal care of said infant <sup>2</sup>/<sub>3</sub> with whom said minor resides.

Thomas Martin, Sheriff.

Notice of Publication

3879

Afterward, on the 6<sup>th</sup> day of September, 1889 Notice of Publication was filed with the Clerk of Court. Hugh E. Stewart vs Alexander Stewart et al Union County, Ohio.

On the 6<sup>th</sup> day of September, 1889, the plaintiff delivered to the Clerk of this Court, with the requisite postage stamps, the following printed notice which said Clerk, on the same day duly mailed to the said Alexander Stewart, address and directed to him at Suerca, Newton County Missouri; to Calvin P. Hoyal at Heazle, Prairie County Arkansas; to John P. Hoyal & Frank Hoyal (each a copy) at Goodwin, St. Francis County Arkansas.

The following notice, to-wit:  
 Partition Notice.  
 Alexander Stewart, of Suerca, Newton County Missouri; Calvin P. Hoyal of Heazle Prairie County Arkansas; John P. Hoyal & Frank Hoyal of Goodwin, St. Francis County Arkansas, are hereby notified that a petition was filed against them <sup>2</sup>/<sub>3</sub> persons on the 31<sup>st</sup> day of August, 1889 in the Court of Common Pleas within <sup>2</sup>/<sub>3</sub> for the County of Union & State of Ohio, by Hugh E. Stewart, and is now pending, wherein the said Hugh E. Stewart asks partition of and the assignment of dower to the widow of John H. Stewart, in the following real estate, of which John H. Stewart, late of said County of Union deceased died seized, to-wit: 240 <sup>1</sup>/<sub>2</sub> acres deeded to John H. Stewart by Ryan Gray on the 17<sup>th</sup> day of April, 1855, and recorded in Volume 21, Page 31 Union County Record of Deeds. Also 151 <sup>3</sup>/<sub>4</sub> acres deeded by David P. Hoyal to said John H. Stewart on February 28<sup>th</sup>, 1872 <sup>2</sup>/<sub>3</sub> recorded in same record, Volume 37, Page 438. Also 63 acres deeded to said John H. Stewart by Samuel Brown on the 7<sup>th</sup> day of September, 1853, and recorded in same record, Volume 17, Page 603. Also 89 <sup>1</sup>/<sub>2</sub> acres deeded to John H. Stewart by Robson D. Brown on March 9<sup>th</sup>, 1855

and recorded in same record, Volume 18, Page 584, accepting from this last described tract 65 acres sold by said Stewart to David and Clarissa Shuler by deed dated November 19, 1881, and recorded in same record, Volume 52, Page 6, all of said lands lying in Union County, Ohio.

At the next term of said Court the said Hugh B. Stewart will apply for an order that Partition be made of said premises & that said dower be assigned therein. Defendants are required to answer to said petition by the 26<sup>th</sup> day of October, 1889.

Porter & Porter,  
Attorneys for Plaintiff.

Entry 5849 Afterward, on the 13<sup>th</sup> day of November, 1889, an entry was made on the Journal by the Clerk.

Hugh B. Stewart

vs

Journal 15, Page 181.

Hed. Stewart et al

This day, on motion, James S. M<sup>r</sup>. Campbell an attorney at law of this Court, was appointed Guardian ad litem of Frank H. Wyal, & Nina Russel minor defendants in this action, and thereupon the said James S. M<sup>r</sup>. Campbell in open Court accepted said appointment and filed his answer in said cause.

Answer of Guardian Ad litem Afterward, on the 13<sup>th</sup> day of November, 1889, an answer was filed with the Clerk of said Court.

Ad litem Hugh B. Stewart

vs

Court of Common Pleas,  
Union County, Ohio.

5849 Hed. Stewart et al

James S. M<sup>r</sup>. Campbell, Guardian Ad litem for the infant defendants, Frank H. Wyal & Nina Russel, in this cause, answer for said minors to the petition of plaintiff, & say: That not knowing the truth of the averments in said petition, he therefore denies the same and submits the question to the Court.

Jas. S. M<sup>r</sup>. Campbell, Guardian Ad litem  
for said infant Defendants

Entry 5849 Afterward, on the 13<sup>th</sup> day of November, 1889, an entry was made on the Journal by the Clerk.

Hugh B. Stewart

vs

Journal 15, Page 181.

Hed. Stewart et al

This day came the plaintiff, by Porter & Porter his attorneys, & his petition thereupon coming on

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to be heard, the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer and demurrer.

Thereupon the Court find that the said Rebecca S. Stewart is entitled to dower in the premises described in plaintiffs petition. And the Court find that the said Hugh S. Stewart is seized of  $\frac{2}{3}$  has a legal right to the one undivided one-fourth part of the real estate described in said petition, and is entitled to have partition made of said premises, subject to the dower estate of said Rebecca S. Stewart.

And that the defendants, except said Rebecca S. Stewart are tenants in common with the said plaintiff in said premises in the following proportions subject to said dower estate, to-wit: The said Anna M. Bran is seized of and has a legal right to the one undivided one-fourth part thereof; the said Alexander Stewart to the one undivided one-fourth part thereof; and the said Calvin P. Uyal, John L. Uyal, Frank W. Uyal,  $\frac{2}{3}$  Anna Russel, together, to the undivided one-fourth part thereof or each of the last four named is entitled to one undivided one-sixteenth part thereof.

It is therefore ordered, adjudged, & decreed that the said Rebecca S. Stewart be endowed with one full equal third part of said premises, & that subject thereto partition of said estate be made; and that an order issue to the Sheriff of the said County of Union, commanding him that by the oaths of John Gibson, Adam Phillips & Michael Cady, three judicious & disinterested free holders of the vicinity who are not of kin to either party, and who are hereby appointed Commissioners for that purpose with B. S. Moory as Surveyor he set off and assign such dower to the said Rebecca Stewart according to law, and that by the live oaths of the said Commissioners, & said Surveyor he cause to be set off and divided to the plaintiff and to each of said defendants the part and portion of said estate to which they are herein before severally found entitled.

And it is ordered, that if, in the opinion of the said Commissioners said premises cannot be divided by metes & bounds without injury to the value thereof, they appraise the same, both subject to dower & also free from said dower of the said Rebecca Stewart. And of this proceedings being the said Sheriff is ordered to make due return

without unnecessary delay, and at the present term of Court.

Partition

of Partition  
5849

Afterward, on the 13<sup>th</sup> day of November, 1859, writ of Partition was issued by the Clerk of Court, State of Ohio.

Union County ss. To the Sheriff of said County:

We command you, that without delay, by the calls of John Gibson, Adam Phillips & Michael Coady you cause to be set off & assigned to Rebecca Stewart, widow of John K. Stewart, late of said County, deceased, our full equal third part of the Real Estate hereinafter described; & that in like manner, by the like calls of the same men, you cause partition to be made of the following real estate, situate in the County of Union & State of Ohio, being part of Survey N<sup>o</sup> 5497, beginning at a stake corner to Coplands Survey; thence N. 82<sup>1</sup>/<sub>2</sub> - E. 56 poles to a stone; thence N. 9 - W. 258<sup>1</sup>/<sub>2</sub> poles to a hickory ash and Birch; thence S. 81 - W. 156 poles to a hickory & Birch; thence S. 9 - E. 253<sup>1</sup>/<sub>2</sub> poles to the beginning, containing 240<sup>1</sup>/<sub>2</sub> acres more or less.

Also our other tract of land, situate in the County of Union & State of Ohio & in the Virginia military Survey N<sup>o</sup> 4072 in the name of Elizabeth Ricman, bounded and described as follows: Beginning at a stone in the County Road at the corner of land conveyed by J. W. Powell to Stewart & legal; thence running S. 81 - 38 - W. 88<sup>7</sup>/<sub>10</sub> poles in the center of said road to a stone; thence N. 84 - W. 273<sup>3</sup>/<sub>4</sub> rods to a stone; thence N. 81 - 56 - E. 89<sup>7</sup>/<sub>10</sub> rods to a stone; thence S. 8<sup>3</sup>/<sub>4</sub> - E. 273<sup>1</sup>/<sub>2</sub> rods to the place of beginning containing 151<sup>3</sup>/<sub>4</sub> acres of land, & being the east part of said land conveyed by Powell as aforesaid.

Also our other tract of land, situate in the County of Union & State of Ohio, & in the Survey N<sup>o</sup> 5505; beginning at a stone & pieces of brick in the original east line of said Survey & North east corner of a lot containing 89<sup>13</sup>/<sub>100</sub> acres sold by R. L. Broome to Presley Said; thence with the N. line of Said's land S. 80 - 24 - W. 149 poles to a stake his North west corner & in the East line of a lot of 63 acres now owned by William S. Ralston; thence with his said line & in the East line of a lot of 63 acres now owned by John K. Stewart N. 11<sup>1</sup>/<sub>2</sub> - 15 - W. 96<sup>17</sup>/<sub>100</sub> poles to a white ash fallen black ash & water birch in the original North line of said Survey; thence with said line correcting the course thereof N. 81<sup>1</sup>/<sub>2</sub> - 45 - E. 154<sup>1</sup>/<sub>2</sub> poles to a stake & stone at the intersection of the original lines and in the place

Sheriff's Return

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of a beech  $\frac{3}{4}$  sugar tree fallen; thence with the original east line of said survey, connecting the corner thereof S. 8° 4' E. 93-2  $\frac{7}{10}$  poles to the beginning, containing 89  $\frac{135}{100}$  acres more or less; - excepting from said 89  $\frac{135}{100}$  acres above described 65 acres sold by said Stewart to David Stuber  $\frac{2}{3}$  Clarissa Stuber, by deed dated November 19, 1881.

Also the following premises in the same County  $\frac{2}{3}$  State bounded  $\frac{2}{3}$  described as follows: Part of Survey N<sup>o</sup> 5505, beginning at three beeches the original north-west corner; thence S. 10° E. 98 poles to a sugar tree and two beeches; thence N. 80° E. 106 poles to a sugar tree and two beeches; thence N. 10° E. 96  $\frac{2}{3}$  poles to a white ash  $\frac{2}{3}$  black water beech; thence S. 80° W. 106 poles to the beginning, containing 63 acres more or less; Subject to said lower estate, among the persons named herein,  $\frac{2}{3}$  in the following proportions, to wit: To Hugh B. Stewart, the one-fourth part ( $\frac{1}{4}$ ) part; to Anna M. Bran, one-fourth part ( $\frac{1}{4}$ ) part; to Alexander Stewart - one-fourth ( $\frac{1}{4}$ ) part; to Calvin P. Hoyal, one-sixteenth ( $\frac{1}{16}$ ) part; to John L. Hoyal one-sixteenth ( $\frac{1}{16}$ ) part; to Frank H. Hoyal one-sixteenth ( $\frac{1}{16}$ ) part; to Nina Russel one-sixteenth ( $\frac{1}{16}$ ) part; or to said Calvin P. Hoyal, John L. Hoyal, Frank H. Hoyal  $\frac{2}{3}$  Nina Russel together to the one-fourth ( $\frac{1}{4}$ ) part, in pursuance of an order lately made in our Court of Common Pleas within  $\frac{2}{3}$  for the said County of Union, in a certain civil action, for Partition  $\frac{2}{3}$  lower, wherein the said Hugh B. Stewart is plaintiff  $\frac{2}{3}$  Alexander Stewart et al are defendants:  $\frac{2}{3}$  that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness, my name  $\frac{2}{3}$  the Seal of the Court of Common Pleas, at the Court House in Marysville, this 13<sup>th</sup> day of November, A.D. 1889.  
 R. M. Crory, Clerk.

And on the 10<sup>th</sup> day of December, 1889, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

Service	\$ 30
Mileage	2 00
Exp. Writ	1 20
Swear. Com.	1 20
Convey. "	2 00
Report of "	1 00
Return	50
Total	\$8 20
Comm. Fee.	\$20 00

As commanded by the foregoing writ of Partition  $\frac{2}{3}$  lower, I have executed the same by the calls of John Gibson, Michael Coady  $\frac{2}{3}$  Adam Phillips causing lower to be assigned to Rebecca S. Stewart, widow of John H. Stewart, deceased,  $\frac{2}{3}$  partition to be made of the premises in said writ described; and the said Commissioners bring of the opinion that the said premises cannot be divided without manifest injury

Sheriff's Return  
 5849

I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners herewith returned.

Given under my hand this 25<sup>th</sup> day of November, A. D. 1859.

Thomas Martin, Sheriff.

Commissioners' Report.

Hugh B. Stewart

vs The Partition<sup>rs</sup> below.

Court of Common Pleas

Union County Ohio.

5849

Alexander Stewart et al

According to the command of the writ of Partition<sup>rs</sup> below in this case issued, <sup>to</sup> on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn <sup>to</sup> upon actual view of the premises, do set off <sup>to</sup> assign to the said Rebecca B. Stewart as her share estate in said lands, in said partition described, the following tract, to wit: Situate in Union County Ohio <sup>the</sup> part of Virginia Military Survey N<sup>o</sup> 5497 <sup>as</sup> described as follows: Beginning at a stake (hickory <sup>and</sup> birch) in the South line of said Survey N<sup>o</sup> 5497 South east corner to the first tract of land in this writ described: thence with the East line of said land N. 7° W. 258 <sup>7</sup>/<sub>10</sub> poles to a stake (hickory, ash <sup>and</sup> birch) North east corner to said land; thence with the North line of the same S. 81° W. 77 <sup>8</sup>/<sub>10</sub> poles to a stake: thence S. 9° E. 255 <sup>5</sup>/<sub>10</sub> poles to a stake in the South line of said Survey N<sup>o</sup> 5497; thence with said line N. 82 <sup>1</sup>/<sub>2</sub> E. 77 <sup>8</sup>/<sub>10</sub> poles to the beginning, containing 125 acres more or less.

And upon actual view of the premises we are of the opinion that said lands cannot be divided without manifest injury. And upon further view of the premises we estimate the value of said lands encumbered by the right of dower of Rebecca B. Stewart as follows: Lands in Survey N<sup>o</sup> 5497, containing 240 <sup>1</sup>/<sub>2</sub> acres at \$7920<sup>00</sup>; Lands in Survey N<sup>o</sup> 4072, containing 157 <sup>3</sup>/<sub>4</sub> acres at \$5000<sup>00</sup>; Lands in Survey N<sup>o</sup> 5505 containing about 95 acres at \$2350<sup>00</sup>.

We further estimate the value of tract N<sup>o</sup> 1, containing 240 <sup>1</sup>/<sub>2</sub> acres without any dower encumbrance at \$9600<sup>00</sup>; tract N<sup>o</sup> 2 containing 157 <sup>3</sup>/<sub>4</sub> acres at \$6050<sup>00</sup>; tract N<sup>o</sup> 3 containing 95 acres, more or less at \$2850<sup>00</sup>.

Given under our hands, this 23<sup>rd</sup> day of November, A. D. 1859.

Commissioners { John Gibson  
Adam Phillips  
Michael Cody

Comm. Fees \$9<sup>00</sup>  
Surveyor Fees \$11<sup>00</sup>, Total \$20<sup>00</sup>.

Answer  
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Answer

Afterward, on the 2<sup>d</sup> day of December, 1889, an Answer was filed with the Clerk of Court.

5849

Hugh B. Stewart

vs

Answer of Rebecca Stewart.

Rebecca Stewart et al

For answer to the Petition herein the said defendant Rebecca Stewart, widow of the said John B. Stewart, deceased, now comes and for her answer says: That she has a dower interest in the Real Estate described in plaintiff's petition; that by a commission appointed by said Court in an action for partition her dower estate was set off in acres & bounds & that said Commission returned that said estate could not be partitioned, & appraised the said estate, subject to her said dower interest for sale. That she waived the said assignment of her dower as returned by said Commission & asked the Court to have said estate sold free of her said dower & to allow her in lieu thereof such sum of money out of the proceeds of said sale as the Court shall deem the just & reasonable value of her dower interest therein & that this her answer shall have the same force & effect & be held to be in all respects as a deed of release to the purchaser of said estate of her said dower interest therein.

W. W. Merchant, Atty. for

Rebecca S. Stewart.

State of Ohio

Delaware County

Rebecca Stewart being first duly sworn says that the facts stated & allegations made, are as she believes, true.

Rebecca Stewart.

Sworn to before me & by the said Rebecca Stewart signed in my presence this 2<sup>d</sup> day of December, 1889.

Notal

W. S. Kratty, Notary Public

Answer

of

Afterward on the 6<sup>th</sup> day of December, 1889, an Answer was filed with the Clerk of Court.

Wm B. Perkins

Hugh B. Stewart

vs

Court of Common Pleas,

5849

Hugh B. Stewart et al

Union County, Ohio.

Now comes the said Wm B. Perkins, Guardian of Schuyler Perkins and for answer and cross petition herein says; That he is the duly appointed Guardian of the said Schuyler Perkins, an imbecile, by letters from the Probate Court of said County dated March 15<sup>th</sup>

1857. That heretofore, to-wit, on the 6<sup>th</sup> day of April, 1857 the said Schuyler Perkins obtained a judgment against the said Alexander Stewart before J. B. Rieley, a Justice of the Peace of Lower Township Union County Ohio in the sum of One hundred  $\frac{2}{10}$  forty-six  $\frac{5}{10}$   $\frac{7}{10}$  dollars  $\frac{2}{10}$  costs taxed at Six  $\frac{2}{10}$   $\frac{7}{10}$  dollars; that said Judgment is wholly unsatisfied.

That on the 1<sup>st</sup> day of July, 1859 W<sup>m</sup> H. Perkins Guardian, as aforesaid, made a motion before C. S. Rogers, a Justice of the Peace of Lower Township Union County, successor of the said J. B. Rieley, that said Judgment be and stand revived in the name of W<sup>m</sup> H. Perkins as Guardian as aforesaid, for the sum of One hundred and forty-six  $\frac{2}{10}$   $\frac{5}{10}$   $\frac{7}{10}$  dollars with 6% interest from April 6<sup>th</sup>, 1857, and six  $\frac{2}{10}$   $\frac{7}{10}$  dollars as cost as aforesaid.

That afterwards, to-wit: On the 20<sup>th</sup> day of August, 1859, and after due notice of said motion had been served on the said Alexander Stewart defendant, said motion was granted and Judgment was entered against said Alexander Stewart in the sum of One hundred  $\frac{2}{10}$  forty-six  $\frac{2}{10}$   $\frac{7}{10}$  dollars with interest at 6% from April 6<sup>th</sup>, 1857,  $\frac{2}{10}$  ninetern  $\frac{2}{10}$   $\frac{7}{10}$  dollars cost. That a transcript in full of said proceedings as entered and appears on said docket of Justice of the Peace is hereto attached marked Exhibit "A". That said transcript is complete and that it is duly certified. That said Judgment is still unsatisfied and in full force.

That the above mentioned sum of money with interest as above stated is due to the plaintiff from the said defendant Alexander Stewart.

That an execution issue to the Sheriff of said County of Union, who returned - no goods or chattels found, and who lived on the undivided one fifth part of lands belonging to the defendant Alexander Stewart in said County. That said lands are to be sold on an order from the Common Pleas Court of said County in an action for Partition in said Court in Case N<sup>o</sup> 5849 Hugh C. Stewart vs Alexander Stewart et al.

Wherefore the defendant W<sup>m</sup> H. Perkins, as Guardian, asks that said Judgment against the said Alexander Stewart be approved in the sum of One hundred  $\frac{2}{10}$  forty-six  $\frac{2}{10}$   $\frac{5}{10}$   $\frac{7}{10}$  dollars  $\frac{2}{10}$  ninetern  $\frac{2}{10}$   $\frac{7}{10}$  dollars accrued costs. And for Six per cent. interest one One hundred  $\frac{2}{10}$  forty-six  $\frac{2}{10}$   $\frac{5}{10}$   $\frac{7}{10}$  dollars from April 6<sup>th</sup>, 1857,  $\frac{2}{10}$  for the cost made after filing this transcript. And that said Alexander Stewart's

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distributive share of said estate be held for the full payment of this claim in the hands of the Sheriff of said County, and for all proper relief.

W. W. Merchant, Atty. for  
Wm H. Perkins.

State of Ohio,  
Union County ss

Wm H. Perkins, being first duly sworn according to law says, that the facts stated and the allegations made in the within Answer & Cross-Petition are, as he verily believes, true.

Wm H. Perkins.

Sworn to before me by the said Wm H. Perkins subscribed in my presence this 6<sup>th</sup> day of December 1884.

Seal

R. M. Erory, Cleric.

Exhibit

Transcript of docket n<sup>o</sup> 2, Page 64, Case 62, Dover Township, Union County, Ohio.

"B." Schuyler Perkins

vs

Mrs. Stewart.

Before J. D. Richey, J. P.

J. M. Kennedy, Atty. for plaintiff

Action brought March 24<sup>th</sup>, 1877, on Article of Agreement & Accounts between Schuyler Perkins of the first part & Mrs. Stewart of the second part article as Bill of Particulars on file in my office.

March 24<sup>th</sup>, 1877, issued summons of that date for appearance of defendant March 30<sup>th</sup>, 1877 at 10 o'clock A. M. & delivered the same to Wm Shuler, Constable.

J. D. Richey, J. P.

March, 29<sup>th</sup>, 1877, issued subpoena (for defendant) for William Fleming & John Newlove, returnable March 30<sup>th</sup>, 1877, at 10 o'clock A. M. and delivered same to Wm Shuler, Constable.

J. D. Richey, J. P.

March 30<sup>th</sup>, 1877, Summons returned endorsed: Received this writ March 24<sup>th</sup>, 1877 and served a true copy on defendant March 24<sup>th</sup>, 1877.

Wm V. Shuler.

March 30<sup>th</sup>, 1877, Subpoena for John Newlove returned endorsed as follows:-- Not found, but left a copy at his place of residence.

Constable Cost, \$0.75

Wm V. Shuler.

March 30<sup>th</sup>, 1877, Subpoena for W. H. Fleming returned endorsed as follows: Found him: served by copy.

Fees, \$0.50

J. P. Costs, \$0.85 & Constable Costs, \$1.25 Paid.

Wm V. Shuler, Constable.

March 30<sup>th</sup>, 1877, motion was made to dismiss at Constable's cost on account of illegal notice. Motion was made by Attorney of Defendant. Motion sustained.

J. D. Richey, J. P.

Schuyler Perkins | Before J. D. Richey, J. P.  
 vs | Robinson & Piper, Atty. for Plf.  
 Alex. Stewart | J. M. Kennedy, Atty. for Def.

March 30<sup>th</sup>, 1877. Action brought on article of agreement & account between Schuyler Perkins & Alex. Stewart which reads as follows: April 27<sup>th</sup>, 1876, Article of Agreement made this day between Schuyler Perkins & Alex. Stewart. The said Schuyler Perkins has rented to the said Alexander Stewart all of the lot known as the W. M. Perkins lot in his will, except the field that was in corn last year and also the north end of Francis C. Abraham's lot all north of the fence running east & west across the said lot, except the piece that A. Abraham's had in wheat last year. The said Stewart is to have the said lots for seven months for pasture from date above. He is not to turn anything on it but cattle and if the cattle is any of them brachy he has to take them off of the pasture & keep them off. And at the expiration of the term the said Stewart agrees to pay unto Schuyler Perkins the sum of two hundred dollars for said pasture.

(Signed) Schuyler Perkins  
 Alex. Stewart.

March 30<sup>th</sup>, 1877, issued summons for appearance of defendant Alex. Stewart, April 3<sup>rd</sup>, 1877 at 10 o'clock A. M. and delivered the same to Dan Shuler, Constable.

J. D. Richey, J. P.

March 30<sup>th</sup>, 1877, issued Subpoenas on part of defendant for Wm Fleming, John Knowlton & Margaret Savage, returnable April 3<sup>rd</sup>, 1877 at 10 o'clock A. M. and delivered same to Dan Shuler, Constable.

J. D. Richey, J. P.

April 3<sup>rd</sup>, 1877, 9 o'clock A. M. Summons returned and signed. Received this writ March 30<sup>th</sup>, 1877 and served the same on the 30<sup>th</sup> of March, 1877 by certified copy.

Dan V. Shuler, Constable.

Fees - Total \$0.75

J. P. Fees - \$1.40

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April 3<sup>d</sup>, 1877. Subpoena returned, endorsed: March 30<sup>d</sup> A. D. 1877. I received this writ, <sup>2/3</sup> afterward I served the same in the and at the time shown by the annexed list: John Newlove served by copy at his residence March 30<sup>d</sup>, 1877; W<sup>m</sup> Fleming served by copy at place of residence March 30<sup>d</sup>, 1877; Margaret Savage served by copy at place of residence April 3<sup>d</sup>, 1877. Total Fees \$2.10. Wm V. Shuler, Constable

April 3<sup>d</sup>, 1877. Case of Perkins vs. Stewart called April 3<sup>d</sup>, 1877, at 10 o'clock A. M. Parties to the above action in Court and ready for trial. Defendant Bill of Particulars on file, amount \$300<sup>00</sup>. Bill of Particulars of the Defendant a true copy.

Schuyler Perkins  
vs  
Alex. Stewart

Before J. D. Richey, J. P. Moore Sp.  
Defendant Bill of Particulars.

Now comes the defendant and claiming the following offset and counter-claim against the plaintiff for loss of use of pasture two months and five days by reason of plaintiff compelling defendant to take cattle out of pasture \$66.<sup>00</sup>  
 To loss of time <sup>2/3</sup> to work in pumping water for cattle 35 days ----- \$35.<sup>00</sup>  
 To shrinking of cattle for want of water \$150.<sup>00</sup>  
 To damage to defendant's pasture <sup>2/3</sup> loss of use of the same by having to turn cattle on same ----- \$49.<sup>00</sup>  
 \$300.<sup>00</sup>

Defendant says by the terms of his agreement with plaintiff in relation to said pasture said plaintiff was to fix said fence up in a good condition to and to put the same nine nails high all of which he neglected <sup>2/3</sup> refused to do.

That the terms of his written agreement was that if any of said cattle were brachly defendant was to take out the brachly cattle and defendant says that by reason of said plaintiffs neglect and refusal to fix said fence as agreed upon. He was compelled by the express orders of said plaintiff to take all of said cattle out of said pasture.

Defendant further says that he rented said pasture for a specific purpose to get the advantage of water <sup>2/3</sup> convenience to his feed <sup>2/3</sup> plaintiffs will near the same and by being compelled to take said cattle out of said pasture by the plaintiff he has been damaged in the sum of \$300<sup>00</sup> for which he asks Judgment. Alex. Stewart, by J. M. Strimbeck, Atty.





Schuyler Perkins, by his Guard.  
William B. Perkins  
vs  
Alex. Stewart

W. W. Merchant,  
Atty. for Pltff.

July 17, 1889, Action brought on a motion to appoint Guardian, and of Revivor of Judgment. Affidavit duly sworn to and on file in my office.

July 17, 1889, this day came W<sup>m</sup> B. Perkins, Guardian of the body and estate of the said Schuyler Perkins, an imbecile, who suggests the imbecility of the said Schuyler Perkins since the last Judgment was rendered. And said Guardian made a motion for an order, as follows: That the above Judgment stand and be revived in the name of W<sup>m</sup> B. Perkins as Guardian of the body and estate of Schuyler Perkins, an imbecile plaintiff and for the sum of - now due thereon, to wit: the sum of One hundred and forty-six  $\frac{2}{3}$   $\frac{1}{100}$  dollars with interest thereon from the 6<sup>th</sup> day of April, 1877,  $\frac{3}{4}$  for costs taxed at \$6.  $\frac{55}{100}$ . Whereupon it is ordered by us that said Alex. Stewart show cause at my Office on the 20<sup>th</sup> day of July, 1889, at 10 o'clock A.M. why said motion should not be granted, to which time the hearing of the said Alexander Stewart is adjourned.

C. W. Rogers, J. P.

August 20<sup>th</sup>, 1889, at 10 o'clock A.M. the legal notice in the above named case put on file in my office by W. W. Merchant, Attorney for the Plaintiff showing that said notice has been published in the Union County Journal for six consecutive weeks commencing July, 11<sup>th</sup>, 1889.

August 20<sup>th</sup>, 1889, 10 o'clock A.M. Time set for hearing the above action. W. W. Merchant, Attorney for the Plaintiff made a motion that said Judgment stand revived.

August 20<sup>th</sup>, 1889, 10 o'clock A.M.  $\frac{3}{4}$  One hour thereafter the defendant failed to appear in default thereof it is ordered by us that said Judgment stand revived for the full amount with interest  $\frac{3}{4}$  costs attached in the name of W<sup>m</sup> B. Perkins  
C. W. Rogers, J. P.

J. P. Fees - Filing 2 papers 80.10, Record - .20, Motion of 200 words 30  
Affidavit  $\frac{3}{4}$  Filing 45, Judgment 40, Total \$1.45  
Printers Fees \$11.75

August 22<sup>d</sup>, 1889, I certify the above to be a true copy of docket 2, Page 260 <sup>2/2</sup> N<sup>o</sup> 237, Dover Sp. Union County, Ohio.

C. D. Rogers, J. P.

Afterward, on the 10<sup>th</sup> day of December, 1889, an entry was made on the Journal by the Clerk of said Court.

Hugh B. Stewart

vs

Journal 15, Page 216

Rebecca Stewart et al

This day this cause came on for hearing upon the return of the Sheriff, <sup>2/2</sup> the report of the Commissioners heretofore of the Sheriff, <sup>2/2</sup> the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same. And it appearing that said real estate cannot be divided by metes <sup>2/2</sup> bounds, without manifest injury to the value thereof and said Commissioners having assigned down to the said Rebecca S. Stewart by metes and bounds as commanded in said writ, made and returned their appraisement of said premises as follows, to wit: The said tract described as containing 240 <sup>1/2</sup> acres subject to said dower at \$7920<sup>00</sup>, and the same tract free from said dower at \$9600<sup>00</sup>; the tract described as containing 157 <sup>3/4</sup> acres subject to said dower at \$5000<sup>00</sup> and free from dower at \$6050<sup>00</sup>; the tract described as containing 63 acres, and the tract described as containing 87 <sup>13 1/2</sup> acres less said 65 acres sold from the same as estimated as containing together about 95 in said return, subject to said dower at \$2350<sup>00</sup> and free from said dower at \$2850<sup>00</sup>.

And the Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same.

And the Court find that the said Rebecca S. Stewart has filed her answer waiving her dower by metes <sup>2/2</sup> bounds, and asking that in lieu thereof its value be paid to her in money, and consenting that said premises be sold free from her said dower. And neither of said parties electing to take said premises at their appraised value, it is ordered that said premises be sold free from the dower of said Rebecca Stewart at public auction, according to law, and that an order issue to the Sheriff of Union County, Ohio, commanding him to advertise, and so sell said premises on the following terms, to wit: One-third cash on day of sale; one-third in one year, and one-third in two years thereafter with interest secured by mortgage on the premises sold. And the Sheriff is authorized and

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Answer of

J. B. Cole

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required to sell said premises in parcels or otherwise as will be for the best interest of said estate.

And if necessary said Sheriff is authorized to call upon a surveyor to have said premises so surveyed as will enable the Sheriff to sell said premises to the best advantage. And that said Sheriff make return of his proceedings herein to this Court without unnecessary delay.

Answer

of J. B. Cole

Afterward, on the 11<sup>th</sup> day of December, 1889, an answer was filed with the Clerk of this Court.

Alexander Stewart

vs

Court of Common Pleas Union County, Ohio.

Her. Stewart et al.

And now comes this defendant James B. Cole <sup>2d</sup> having by order of the Court been made a party defendant hereto, says by way of answer that Alexander Stewart one of the defendants was indebted to one Samuel Little in the sum of One hundred and seventy nine dollars with interest from that date amounting to \$306.<sup>00</sup> cents - \$ costs

By a Judgment of this Court on the 4<sup>th</sup> day of February 1878, which Judgment has for a valuable consideration been assigned by said Samuel Little to this defendant, that the same still subsists in

of this defendant unpaid and unsatisfied. And this defendant further says on the 22<sup>nd</sup> of June, 1889 he filed an affidavit in the Office of the Clerk of this Court for an order of Attachment, and an order of Attachment against the said Alexander Stewart and said order issued thereon and was attached by the Sheriff of said County on the one undivided one fourth of the land in the petition described (being the same land which is owned by the said Alexander Stewart) herein now in process of Partition.

This defendant further says that he filed another affidavit in the Clerk's Office on the 22<sup>nd</sup> day of June 1889 that service of Summons could not be made in the State of Ohio, and process of publication was also duly made.

This defendant further alleges that on the 15<sup>th</sup> of November, 1889 this Court did find that the original Judgment in this cause was a valid <sup>2d</sup> subsisting Judgment and no proceedings are pending to reverse it and that the same is justly due from the said Alexander Stewart to the said J. B. Cole.

This defendant further says that this Court

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did order the Sheriff of said County proceed as upon execution at law to advertise and sell the said real estate heretofore so attached in said action or sufficient thereof as will satisfy this Judgment.

And this defendant says he has a valid attachment and lien on the said undivided interest of the said Alexander Stewart on the said land described in this case. And he asks the Court to sustain his said attachment and apply sufficient money arising from the sale of the interest of said Alexander Stewart to the payment of this defendants said Judgment.

P. B. Cole,

State of Ohio,  
Union County, ss.

Atty. for deft.

P. B. Cole, being sworn says he is the regular attorney of the plaintiff in this case duly employed, and he says that the facts stated and allegations therein are true as he believes.

P. B. Cole.

Sworn to before me and subscribed in my presence by P. B. Cole.

R. W. Croxy, Clerk.

By W. M. Winget, Deputy.

Seal

Entry

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Afterward on the 13<sup>th</sup> day of December, 1859, an entry was made on the Journal by the Clerk as follows:

Hugh C. Stewart

vs

Journal 15, Page 228.

Alx. Stewart et al

This day this cause came on to be heard on the Surors Cross-Petition of W<sup>m</sup> H. Perkins and the widow, & the Court being fully advised in the matter find that the said defendant Alexander Stewart was duly notified and that he is in default for answer and demurrer & that he therefore confessed the same to be true. And the Court find that there is due the said W<sup>m</sup> H. Perkins from the said Alexander Stewart the sum of Two hundred and fifty-eight <sup>2</sup>/<sub>100</sub> dollars and costs taxed at \$ -- to the date of this decree. And the Court further find that said Judgment is a good & valid lien against the distributive share of the said Alexander Stewart.

And it is further ordered that the Sheriff pay to the said W<sup>m</sup> H. Perkins the said sum of Two hundred <sup>2</sup>/<sub>100</sub> fifty-eight <sup>2</sup>/<sub>100</sub> dollars including said costs as aforesaid so found due to W<sup>m</sup> H. Perkins as aforesaid out of the distributive share of the said Alexander

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Stewart in the above entitled case according to the priority of said claim.

To the Clerk:

Issue an Order of Sale in the above entitled case, returnable according to law, the property to be sold free from dower  $\frac{2}{3}$  free from all encumbrances.

Porter & Porter, Attys.

Order of Sale in Partition State of Ohio

Afterward, on the 28<sup>th</sup> day of December, 1889, Order of Sale was issued by the Clerk of this Court.

5849

Union County, ss

To the Sheriff of said County:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the November term, A.D. 1889 in a certain Petition for Partition, now pending in said Court, wherein Hugh Stewart is plaintiff & Rebecca Stewart, Anna M. Bran, Alexander Stewart, Calvin P. Hoyal, John S. Hoyal, Frank B. Hoyal and Nina Russel are defendants, we command you that, without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit: Situate in the County of Union and State of Ohio, being part of Survey N<sup>o</sup> 5497. Beginning at a stake, corner to Coplands Survey; thence N. 82 $\frac{1}{2}$  E. 156 poles to a stone; thence N. 4 W. 258 $\frac{1}{2}$  poles to a Hickory ash and Beech; thence S. 81 W. 156 poles to a Hickory & Beech; thence S. 4 E. 253 $\frac{1}{2}$  poles to the beginning, containing 241 $\frac{1}{2}$  acres, more or less.

Also another tract of land, situate in the County of Union and State of Ohio & C. M. Survey N<sup>o</sup> 4072 in the name of Elizabeth Rickman, bounded and described as follows: Beginning at a stone in the County road at the corner of land conveyed by J. W. Powell to Stewart and Hoyal; thence running S. 81-38 W. 88 $\frac{3}{4}$  poles in the center of the said road to a stone; thence N. 8 $\frac{3}{4}$  W. 273 $\frac{1}{4}$  to a stone; thence N. 81-56 E. 89 $\frac{3}{4}$  rods to a stone; thence S. 8 $\frac{3}{4}$  E. 273 $\frac{1}{2}$  poles to the place of beginning, containing 151 $\frac{3}{4}$  acres of land, and being the least part of said land conveyed by Powell as aforesaid.

Also one other tract of land, situate in the County of Union and State of Ohio, and in Survey N<sup>o</sup> 5505: Beginning at a stone and piece of brick in the original East line of said Survey and N. E. corner of a lot containing 89 $\frac{135}{100}$  acres sold by R. B. Brown to Presley Said; thence with the N. line of Said's land S. 80-24 W. 149 poles to a stake his N. W. corner and in the East line of a lot of sixty three acres now owned by W<sup>m</sup> S. Ralston; thence with his

said line and the east line of a lot of 63 acres now owned by John W. Stewart, N. 11° 15' W. 96 <sup>7</sup>/<sub>100</sub> poles to a white ash, fallen birch, ash <sup>2</sup>/<sub>4</sub> water birch in the original N. line in said survey; thence with said line, correcting the course thereof N. 81° 45' E. 154 <sup>5</sup>/<sub>100</sub> poles to a stake and stone at the original line and in the place of a birch and sugar tree fallen; thence with the original east line of said survey correcting the course thereof S. 8° 4' E. 93 <sup>2</sup>/<sub>100</sub> poles to the beginning, containing 89 <sup>13</sup>/<sub>100</sub> acres more or less, excepting from said 89 <sup>13</sup>/<sub>100</sub> acres above described 65 acres sold by said Stewart to David Stuber and Clarissa Stuber, by deed dated November 19<sup>th</sup>, 1881.

Also the following premises in the same County <sup>3</sup>/<sub>4</sub> State, bounded and described as follows: Part of Survey N<sup>o</sup> 5505: Beginning at three birches the original N. W. corner; thence S. 10° E. 98 poles to a sugar tree and two birches; thence N. 80° E. 106 poles to a sugar tree and two birches; thence N. 10° E. 96 <sup>2</sup>/<sub>100</sub> poles to a white ash and black and water birch; thence S. 80° W. 106 poles to the beginning, containing 63 acres, more or less.

Appraised as follows: first: The first described tract clear of wood at \$9600<sup>00</sup>°; second tract clear of wood \$6050<sup>00</sup>°; third tract clear of wood \$2850<sup>00</sup>°; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ.

Witness my hand and the Seal of the said Court, at Marysville this 28<sup>th</sup> day of December, A. D. 1889.

Seal

R. W. Croy, Clerk.

And on the 28<sup>th</sup> day of February, 1890, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

5-849

Service	\$ 20
Mileage	3 00
Exp. to Pte.	1 00
Poundage	101 81
Return	35
Livery for Engineer	3 00
Feeds (4)	5 00
Total	183 66
Printers Mrs. Engineer	39 00
Chain Carriers	26 00

The State of Ohio,  
Union County, ss.

I received this Order of Sale on the 28<sup>th</sup> day of December, 1889, and in obedience to the command of the same, I did, on the 1<sup>st</sup> day of January, 1890, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 1<sup>st</sup> day of February, A. D. 1890 at 10 o'clock P. M. of said day.

And having advertised the said lands and

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amendments for more than thirty days previous to  
 the day of sale, to wit: five consecutive weeks; and  
 in pursuance to said notice, I did, on said 1<sup>st</sup> day  
 of February, A.D. 1890, at the time and place above  
 mentioned, proceed to offer said lands and tracts  
 at public sale; and there and there came Hugh B.  
 Stewart who bid for the West lot of 132 1/2 acres the sum  
 of \$33<sup>25</sup> per acre; and Rebecca Stewart who bid for the  
 center lot of 134 1/4 acres the sum of \$27<sup>50</sup> per acre;  
 and Anna M. Bran who bid for the East lot of 133 1/2  
 acres the sum of \$26<sup>25</sup> per acre; and Sarah Ann  
 James who bid for the Grassy Run farm of 96 acres  
 the sum of \$20<sup>00</sup> per acre.

And said sums being the highest and best  
 bids for said several tracts of land and more  
 than two thirds of the appraised value thereof,  
 I then and there publicly sold and struck off  
 said several tracts of land to the above named  
 persons for the sums above mentioned.

Thomas Martin, Sheriff.

Descriptions of the lands of John B. Stewart, deceased.  
First Tract. Situate in Dover Township, Union County  
 Ohio, and being part of Virginia Military Survey  
 N<sup>o</sup>: 5505. Beginning at a stake and stone in the  
 North line of said Survey N<sup>o</sup>: 5505 and North-East  
 corner of lands owned by Henry Bloomersline:  
 thence with the East line of said Henry Bloomersline  
 land and the line of lands owned by Walter C.  
 Fullington S 6<sup>o</sup> E 97 poles to a stone; thence with  
 another of Walter C. Fullingtons land lines N. 84<sup>o</sup> 30'  
 E. 117 <sup>70</sup>/<sub>100</sub> poles to a stone; thence S 7<sup>o</sup> E. 1 pole to a stone;  
 thence W 83<sup>o</sup> 40' E. 41 <sup>60</sup>/<sub>100</sub> poles to a stake (an elm tree  
 N. 63<sup>o</sup> W. 42 feet) South-west corner of Edward Robinsons  
 land: thence with the West line of the same  
 N. 5<sup>o</sup> W. 96 <sup>70</sup>/<sub>100</sub> poles to a stake in the North line of  
 said Survey N<sup>o</sup>: 5505: thence with said line S. 84<sup>o</sup> 30'  
 W. 160 <sup>70</sup>/<sub>100</sub> poles to the beginning, containing ninety-six  
 (96) acres of land.

Second Tract. Situate in Dover Township, Union  
 County, Ohio, and being part of Virginia Military  
 Survey N<sup>o</sup>: 5497. Beginning at a stone and broken  
 tile in the South line of said Survey N<sup>o</sup>: 5497 (stone  
 set in Grade) <sup>30</sup>/<sub>100</sub> South west corner of William Browns  
 land; thence with the West line of said Browns  
 land and the lands of Eaton and Parrott N. 5<sup>o</sup> W. 258  
<sup>60</sup>/<sub>100</sub> poles to a stake <sup>30</sup>/<sub>100</sub> stone at the South-East corner  
 of Sylvanus Billwals land: thence with the South  
 line of the same S. 84<sup>o</sup> W. 83 poles to a stone and brick:

thence S 5° E. 257 poles to a stone <sup>3/4</sup> tile in the South line of said Survey n° 5497 and in the Waldo road (stone set in grade) thence with the South line of said Survey n. 86° E. 83 poles to the beginning, containing 133 <sup>2/3</sup> acres.

Third Tract Situate in Paris and Dover Townships Union County, Ohio, and being part of Virginia Military Survey n° 4072 <sup>2/3</sup> n° 5497. Beginning at a stake in the center of the Waldo Gravel road and South-west corner of Survey n° 5497; thence with the South line of said Survey n. 86° E. 71 <sup>3/4</sup> poles to a stake (a stone in grade bears n. 5° W.) thence n. 5° W. 257 poles to a stone and brick in the South line of Sylvanus Ballwals land; thence with said land line S. 84° W. 73 <sup>2/3</sup> poles to a stone in the line between Surveys n° 5497 <sup>2/3</sup> 4072; thence with said Survey line n. 5° 30' W. 20 <sup>2/3</sup> poles to a stone the South-east corner of S. <sup>2/3</sup> A. Wastlake's land <sup>2/3</sup> North-east corner of said Survey n° 4072; thence with the North line of Survey n° 4072 S 84° 15' W. 12 <sup>2/3</sup> poles to a stone and tile; thence S 5° 45' E. 275 poles to a stake in the center of the Waldo Gravel road, and South line of said Survey n° 4072 (a stone and tile in grade bears n. 5° 45' W.); thence with said Survey line n. 85° E. 11 <sup>2/3</sup> poles to the beginning, containing 134 <sup>2/3</sup> acres, being about 20 acres in Paris Township and in Survey n° 4072 <sup>2/3</sup> 114 <sup>2/3</sup> acres in Dover Township and in Survey n° 5497.

Fourth Tract Situate in Paris Township, Union County, Ohio, <sup>2/3</sup> part of Virginia Military Survey n° 4072, Beginning at a stake South-east corner of John Stantel's land, and in the South line of said Survey n° 4072; thence with said Survey line n. 85° E. 77 <sup>2/3</sup> poles to a stake (a stone <sup>3/4</sup> tile bears n. 5° 45' W. in grade); thence n. 5° 45' W. 275 poles to a stone and tile in the South line of S. <sup>2/3</sup> A. Wastlake's land and in the North line of said Survey n° 4072; thence with said Survey line S. 84° 15' W. 77 <sup>2/3</sup> poles to a stone North-east corner of John Stantel's land; thence with the East line of said Stantel's land S. 5° 45' E. 274 <sup>2/3</sup> poles to the beginning, containing 132 <sup>2/3</sup> acres.

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See Page 588 for remainder of Plat.



Surveyed January 16<sup>th</sup> 1890  
 By Order of Court  
 Will P. Beightler, S. U. C. Ohio

Surveyors Account

To Surveyor's Chain Carriers &c for Surveying, Calculating,  
 &c Plating &c: \$26.<sup>00</sup>

Proof of  
 Publication

Henry C. Stewart  
 vs.

Sheriff's Sale, On Order of Sale  
 in Partition.

Herd. Stewart et al

Court of Common Pleas, Union Co. 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 February 1<sup>st</sup> 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 Townships of Moore & Paris, County of Union & State of Ohio, and bounded and described as follows: Beginning part of Survey n° 5497, beginning at a stake corner to Coplands Survey; thence N. 82<sup>1</sup>/<sub>2</sub>° E. 156 poles to a stone; thence N. 9° W. 258<sup>1</sup>/<sub>2</sub> poles to a hickory, ash & birch; thence S. 81° W. 156 poles to a hickory and birch; thence S. 9° E. 253<sup>1</sup>/<sub>2</sub> poles to the beginning, containing 241<sup>1</sup>/<sub>2</sub> acrs, more or less.

Also another tract of land. Situate in the County of Union and State of Ohio, and in Virginia Military Survey n° 4072 in the name of Elizabeth Rickman,

5849

bounded and described as follows: Beginning at a stone in the County road at the corner of land conveyed by J. W. Powell to Stewart and Hyal; thence running S. 81° 38' - W. 88 7/8 poles in the center of said road to a stone; thence N. 8 3/4 - W. 273 3/4 poles to a stone; thence N. 81° 56' - E. 89 7/8 poles to a stone; thence S. 8 3/4 - E. 273 3/4 poles to the place of beginning, containing 151 3/4 acres of land, more or less.

Also another tract of land, situated in the County of Union 2/3 State of Ohio, and in Survey N: 5505 beginning at a stone and pieces of brick in the original East line of said Survey and North-east corner of a lot containing 89 7/8 acres sold by R. E. Broome to Presley said; thence with the North line of said land S. 80° 24' - W. 149 poles to a stake his North-west corner and in the East line of a lot of sixty-three acres now owned by William S. Ralston; thence with his said line and the East line of a lot of 63 acres now owned by John H. Stewart N. 71° 15' - W. 96 7/8 poles to a white ash, fallen birch, ash and water birch in the original North line in said Survey; thence with said line correcting the course thereof N. 81° 45' - E. 154 1/8 poles to a stake and stone at the original line and in the place of a brick and sugar tree fallen; thence with the original East line of said Survey, correcting the course thereof S. 8° 4' - E. 93 7/8 poles to the beginning, containing 89 7/8 acres more or less, excepting from said 89 7/8 acres above described 65 acres sold by said Stewart to David Shuler 2/3 Claissa Shuler by deed dated November 19, 1881.

Also the following described premises, situated in the same County 2/3 State, bounded and described as follows: Part of Survey N: 5505, beginning at three birches the original North-west corner; thence South 10° - E. 95 poles to a sugar tree and two birches; thence N. 80° - E. 106 poles to a sugar tree and two birches; thence N. 10° - E. 96 2/3 poles to a white ash, and water birch; thence S. 80° - W. 106 poles to the birch; thence S. 80° - W. 106 poles to the beginning, containing 63 acres more or less.

Appraised as follows: to wit: First described tract clear of debt of 241 1/2 acres at \$9600<sup>00</sup>; Second described tract clear of debt of 151 3/4 acres at \$6050<sup>00</sup>; Third described tract clear of debt at \$2850<sup>00</sup>.

Terms of Sale: One-third cash in hand on day of Sale; One-third in one year and One-third in two years. Deferred payments to be secured by mortgage on premises sold.

Printer's Fee \$30<sup>00</sup>

Thomas Martin, Sheriff  
Union County, Ohio.

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The State of Ohio,  
Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with January 1<sup>st</sup>, 1890.

W. O. Shearer.

Sworn to and subscribed before me, this 10<sup>th</sup> day of February, 1890.

R. W. Brown, Clerk.

Entry

5849

Afterward, on the 7<sup>th</sup> day of January, 1890, an entry was made on the Journal by the Clerk of said Court, to wit:

Keogh B. Stewart

Journal 15, Page 232

vs  
Alex. Stewart et al

This cause coming on to be heard further on the answer and cross-petition of J. B. Cole filed therein by leave of the Court & the verdict. The said Alexander Stewart being in default for answer and answer thereto and having been duly notified of the pendency of this action the Court find that there is due the said J. B. Cole from the said Alexander Stewart on the judgment set up in the said cross-petition the sum of \$306<sup>00</sup> debt and \$- costs with interest thereon from November 15<sup>th</sup>, 1889 together with the costs on said judgment taxed to \$-.

And the Court further find that the said judgment is a good and valid lien against the distributive share of the said Alexander Stewart in the lands ordered sold in this case and the proceeds thereof, and it is therefore ordered that the Sheriff pay to the said J. B. Cole the said sum of \$306<sup>00</sup> and interest as aforesaid from November 15<sup>th</sup>, 1889. And the said sum of \$- costs found due, and the costs in this behalf taxed to \$- out of the distributive share of said Alexander Stewart in said proceeds according to the priority of said claim as it may appear on final order of distribution.

Statement  
to  
Probate  
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Afterward, on the 4<sup>th</sup> day of March, 1890, a Statement to the Probate Court by Wm. M. Brown Admr. was filed with the Clerk of said Court of Common Pleas.

In the Probate Court  
Union County, Ohio.

To the Probate Court:

I, William M. Brown  
Administrator on the estate of John W. Stewart,  
deceased, do make this statement to said Court  
that is to say the amount of the assets of said  
estate is as follows, to wit:

	2371.00
Total amount of expenses & debts.	<u>\$2671.00</u>
Total deficiency	\$300.00

Said Administrator makes this statement for  
the purpose of showing to the Court the amount  
of money probably necessary to pay said indebted-  
ness and expenses of said estate in addition to  
the assets, and to obtain a certificate therefor,  
under the provisions of the Statute.

William M. Brown, Administrator of the estate  
of John W. Stewart deceased, makes oath that  
the above is a true and correct statement of the  
assets of said estate, and the indebtedness of  
the same, with the expenses of administering, so  
far as can now be ascertained.

William M. Brown, Adm. on  
estate of John W. Stewart.

Sworn to by William M. Brown, Administrator  
of the estate of John W. Stewart, deceased, before me,  
and signed by him in my presence this 4<sup>th</sup> day  
of March, 1890.

L. Piper, Probate Judge.

The State of Ohio,  
Union County, ss.

In the Probate Court, Union County, Ohio

In the matter of the estate of John W.  
Stewart, deceased.

I, L. Piper, Judge of the Probate Court, in and  
for said County, hereby certify that from the showing  
made to said Court by William M. Brown, Administrator  
of the estate of John W. Stewart, deceased, that valid  
claims against said estate amount to the sum of  
\$2,671.00 and that in order to pay interest thereon,  
and the costs and expenses of Administration there  
will be necessary the sum of Three hundred dollars  
over and above the amount of the personal estate  
of said decedent.

Witness my hand and seal of said Court, this  
4<sup>th</sup> day of March, A. D. 1890.

Leonidas Piper,  
Probate Judge.

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Afterward, on the 11<sup>th</sup> day of March, 1890, an entry was made on the Journal by the Clerk of Court

Hugh B. Stewart

Journal 15, Page 263

vs  
H. Stewart et al

This day on the motion of plaintiff, and upon producing the return of the Sheriff of his proceedings, and the sales made by him under the former order of this Court, and the Court on examination being satisfied that said proceedings and sales have been in all respects according to law, the said proceedings and said sales are hereby approved and affirmed.

And the said Sheriff is ordered, by and duly executed, to convey said premises free from dower to the purchasers respectively, in fee simple, to wit: That he convey to the said Hugh B. Stewart the West lot of 132 1/2 acres, according to the survey made under a former order of this Court as described in the return of said Sheriff in said order of sale. And that he convey to Rebecca Stewart the center lot of 134 1/4 acres described according to said survey in the report of said order of sale; and that he convey to Anna M. Bran the East lot of 133 1/4 acres, and according to said survey and described in said report; and that he convey to said Sarah Ann James the Grassy Run farm of 76 acres, according to said survey, and as described in said report.

And the said Rebecca Stewart having asked, in lieu of her dower, its value be paid to her in money, the Court find the just and reasonable value of her dower interest to be \$2250.93 dollars.

It is further ordered, that out of the dower payment realized from said sale, to wit: \$4525.09 the Sheriff pay, first -- To the Treasurer of Union County the sum of \$204.27 being the taxes <sup>pro</sup> specially due on said premises.

Second. To the Clerk of this Court the costs of this action taxed at \$445.61 including a counsel fee of \$ to Porter & Porter for their services in said action.

Third. To the Administrator of said John B. Stewart \$300<sup>00</sup> to pay the debts of said estate.

Fourth. To the said Rebecca Stewart on her dower \$1230.62 1/2.

Fifth. To the plaintiff Hugh B. Stewart the sum of \$586.14; To said Anna M. Bran the sum of \$586.14; to the said Alexander Stewart \$586.14; to the said Calvin P. Uyal, John S. Uyal, Frank W. Uyal and Anna Russel, together the sum of \$586.14 in equal parts.

And the Court finding that the purchase money due from said Hugh C. Stewart being more than his distributive share of said estate, and the purchase money due from said Anna M. Bran being more than the distributive share of said Anna M. Bran, it is ordered that the said Rebecca Stewart and the said Hugh C. Stewart and the said Anna M. Bran, together with said Sarah Ann James secure by notes and mortgages according to law, the full equal one fourth of the proceeds of the sale not above distributed to Alexander Stewart.

And in like manner secure to said Calvin P. Wyal, John T. Wyal, Frank H. Russel & Nina Russel the one equal fourth part of the proceeds of said sale not above distributed. The amounts to be so secured by said Rebecca S. Stewart, Anna M. Bran and Hugh C. Stewart is the amount of the purchase money due from each respectively in excess of the distributive share of each as doweress and tenant in common in said estate, and the respective proportion due from each to be secured by mortgage upon the land respectively purchased by each. And it is ordered that the distributive shares of the said Calvin P. Wyal, John T. Wyal, Frank H. Wyal and Nina Russel be withheld by the Sheriff until the further order of this Court.

Approved: John A. Price, Judge.

Afterward on the 13<sup>th</sup> day of March, 1890, an entry was made on the Journal by the Clerk.

Entry

5849

Hugh C. Stewart

vs

Reb. Stewart et al

Journal 15, Page 268

This day came this case on to be heard upon the motion of James B. Cole to obtain an order requiring the Sheriff to pay out of the proceeds of the sale of real estate in this case the sum of \$312.49 from the distributive share of Alexander Stewart, and the Court upon evidence find that said Alexander Stewart is indebted to James B. Cole in the sum of \$312.49 upon a Judgment in this Court rendered on the 11<sup>th</sup> day of February, 1878 in a case then pending therein of Samuel Little against Alexander Stewart & \$33.42 costs in the original case with interest thereon of Samuel Little vs. Alexander Stewart. That the said Judgment is in full force and unpaid. That said Judgment has been duly assigned to the said James B. Cole who is now the owner thereof.

It is therefore ordered by the Court out of the proceeds

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of said distributive share of Alexander Stewart that the Sheriff pay to the said James B. Cole first and as a prior claim to all others the sum \$312.49 and \$33.42 costs and interest thereon on the original Judgment of Samuel Little vs. Alexander Stewart and that the said James B. Cole recover from the defendant his costs herein expended taxed \$29.50.

Attest  
R M Croy 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 Honourable John A. Price, Judge of said Court, of the term of March, to-wit, on the 3<sup>rd</sup> day of March in the year of our Lord one thousand eight hundred and

Eighty nine that, to-wit, on the 19<sup>th</sup> day of March, 1889, Sarah C. Montgomery filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John C. Montgomery Administrator

Petition Sarah C. Montgomery  
vs  
John C. Montgomery Admr.  
of the estate of  
George W. Montgomery, Decd.

Court of Common Pleas  
Union County, Ohio.

The plaintiff says there is due to her from the defendant John C. Montgomery as Admr. of the estate of George W. Montgomery, deceased, the sum of five hundred and nine dollars  $\frac{2}{10}$   $\frac{8}{10}$  on her account hereto attached with interest from November 12<sup>th</sup>, 1888.

That said John C. Montgomery is the Administrator of said estate duly appointed and qualified by the Probate Court of said County of Union and on the 12<sup>th</sup> of November, 1888 the plaintiff presented said account duly sworn to, as the law requires, to the said Administrator and requested him to accept and allow the same as a valid claim against said estate, but the said Administrator refused to allow the same, and on the 19<sup>th</sup> of December 1888 said Administrator returned said account to the plaintiff endorsed as follows: "Rejected this 19<sup>th</sup> of December, A.D. 1888. John C. Montgomery, Admr."

The plaintiff says said Administrator should have allowed said claim and not rejected the same and the plaintiff asks Judgment against the said

Administrator for said sum as a valid claim against said estate. The said account is as follows, viz:

Sept. 1886. To amount received by George W. Montgomery as rent of the plaintiffs house  $\frac{2}{3}$  lot paid him by P. B. Lynn \$277.75  
 Interest on same to November 12<sup>th</sup>, 1888 \$ 33.33

April, 1888. To rent received by George W. Montgomery as rent of the plaintiffs house  $\frac{2}{3}$  lot paid him by John Tickey \$144.00  
 Interest on same to November 12<sup>th</sup>, 1888 \$ 5.40

To one buggy of plaintiff sold by said Admr. at sale \$50.00  
 \$509.48

There is omitted in this account from the account presented as aforesaid the sum of \$193<sup>00</sup> which plaintiff ought to have against said estate, but the same being barred by the Statute of Limitations of the State of Ohio, but the said \$509.<sup>48</sup> with interest as aforesaid left after said deduction the claim is legally as well as equitable her due from said estate on said account and therefore she prays a judgment as aforesaid.

J. W. Robinson  
 R. B. Woodburn, Attys. for Plff.  
 State of Ohio,  
 Union County, ss.

Sarah C. Montgomery, being duly sworn, deposes and says she believes the allegations of the foregoing petition are true.

Sarah C. Montgomery,  
 sworn to before me and signed in my presence by the plaintiff this 19<sup>th</sup> day of March, 1889.  
 Seal } R. M. Croy, Clerk.

To the Clerk:  
 Issue Summons and endorse: Petition for \$509<sup>48</sup> on an act with interest from November, 18<sup>th</sup>, 1888.  
 J. W. Robinson  
 R. B. Woodburn, Attys.

Summons

Afterward, on the 19<sup>th</sup> day of March, 1889, a Summons was issued by the Clerk, endorsed as follows:

5783

The State of Ohio,  
 Union County, ss. To the Sheriff of said County:  
 You are hereby commanded to notify John C. Montgomery, Administrator of George W. Montgomery deceased, that he has been sued by Sarah C. Montgomery in the Court of Common Pleas of Union County and must answer by the 20 day of April, 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 1<sup>st</sup> day of April, 1889.  
 Witness my hand and the seal of said Court this 19<sup>th</sup> day of March, 1889.  
 Seal } R. M. Croy, Clerk.

Amended Answer

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Endorsed; Action for Money. Amount claimed \$509.<sup>48</sup> with interest from November 18<sup>th</sup>, 1888.

And on the 23<sup>rd</sup> day of March, 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Sheriff's Return	\$ 30
Mileage	1 60
Copy	20
Total	\$2 10

State of Ohio  
 Union County | Sheriff's Return.  
 Received this writ March 19<sup>th</sup>, 1889 at 10 o'clock A.M. and served same by delivering a certified copy thereof with the endorsements thereon to the within named defendant on the 22<sup>nd</sup> day of March, 1889.

Answer  
 5783

Afterward, on the 18<sup>th</sup> day of April, 1889, an Answer was filed with the Clerk of said Court.

Sarah E. Montgometry  
 vs  
 John C. Montgometry, Adm. | Court of Common Pleas,  
 Union County, Ohio.

The defendant says: He admits that he is the duly appointed and qualified Administrator of the estate of George W. Montgometry, deceased and that the account as alleged to be due the plaintiff was presented to defendant as such Administrator as alleged in said petition and rejected.

He denies each and every other allegation in said petition contained.

H. W. Ayers,  
 Attorney for defendant.  
 State of Ohio,  
 Union County ss

John C. Montgometry, being duly sworn, says the facts stated and allegations in his foregoing answer are as he believes true.

John C. Montgometry,  
 Sworn to before me and signed in my presence this 17<sup>th</sup> day of April, 1889.

R. W. Terry, Clerk

Amended  
 Answer

Afterward, on the 11<sup>th</sup> day of June, 1889, Amended Answer was filed with the Clerk of Court.

Sarah E. Montgometry  
 vs  
 John C. Montgometry, Adm. | Court of Common Pleas.

The defendant says: He admits that he is the duly appointed and qualified Administrator of the estate of George W. Montgometry, deceased.

And that the account as alleged to be due the plaintiff was presented to the defendant as such Administrator and rejected by him as alleged in

said petition. That the plaintiff was the wife of George W. Montgouery, deceased, and they had been married since 1876. That the said George W. Montgouery, deceased was possessed of about One hundred acres during said time, as well as other means in money and stock. That at the time of said marriage the plaintiff was wholly without means until about the year 1874 when she received some amount unknown to defendant, but he avers it did not exceed the sum of \$500<sup>00</sup>. That in 1879 or 1880 the plaintiff purchased a lot in Maguire Springs, Union County, Ohio for \$100<sup>00</sup>.

And by the aid and assistance of her said husband and mainly by his aid in materials <sup>and</sup> labor there was a house erected on said lot from which the rents named in the petition were derived.

That before the said George W. Montgouery furnished material and money in procuring the same for the building of said house it was mutually understood and agreed between himself and said plaintiff that he was to receive sufficient rents therefrom to fully repay him for said expenditure of material and labor.

That in labor, material, and money the said George W. Montgouery furnished more in value than he received in rents, to wit: about the sum of One hundred dollars. That the plaintiff was not the owner of said buggy as charged in said petition, but the same was the property of George W. Montgouery, deceased, and at the sale was taken by the plaintiff at the appraisement.

Defendant says he denies that his estate is indebted to the plaintiff and asks judgment for said One hundred dollars.

State of Ohio,  
Union County, ss.

D. W. Ayers,  
Atty. for deft.

John C. Montgouery, being duly sworn says the facts stated and allegations in his foregoing answer are as he believes true.

Sworn to before me and signed in my presence  
By John C. Montgouery this 11<sup>th</sup> day of June 1889.

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J. C. Montgouery.  
R. W. Leroy, Clerk.  
By W. M. Winget, deputy.

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Afterward, on the 11<sup>th</sup> day of June, 1889, an entry was made on the Journal by the Clerk of Court. Sarah E. Montgomery

Journal 15, Page 111.

vs John E. Montgomery Same.

This day came the parties herein by their attorneys; also came the following named persons, as Jurors, to-wit:

- 1<sup>st</sup> John Barnes
- 2<sup>nd</sup> David W. Mather
- 3<sup>rd</sup> L. J. Thompson
- 4<sup>th</sup> John Aler
- 5<sup>th</sup> C. G. Freeman
- 6<sup>th</sup> Oliver Shaw
- 7<sup>th</sup> C. B. Southwick
- 8<sup>th</sup> Ray G. Morse Jr.
- 9<sup>th</sup> J. B. Bailey
- 10<sup>th</sup> James Edlman
- 11<sup>th</sup> J. A. Martin
- 12<sup>th</sup> J. H. Parris

who were duly impanelled and sworn according to law; and thereupon this case came on for hearing on the pleadings and evidence. The defendant by permission of the Court filed his amended answer, and by consent of parties one of said jurors is withdrawn from the panel, and the residue of the said jury is discharged from further consideration of the case, and this cause is continued at the cost of the defendant.

It is therefore considered and adjudged by the Court that the defendant pay the cost of this term of Court, and execution is awarded.

Entry

Afterward, on the 31<sup>st</sup> day of July, 1889, an entry was made on the Journal by the Clerk. Sarah E. Montgomery

Journal 15, Page 142.

vs John E. Montgomery Same.

On motion leave is granted the plaintiff to file amended petition in 30 days and this cause is continued.

Reply to

Afterward, on the 3<sup>rd</sup> day of March, 1890, a Reply was filed with the Clerk of said Court. Sarah E. Montgomery

Amended Petition

vs John E. Montgomery Same.

Court of Common Pleas Union County Ohio.

The plaintiff for reply to defendant's answer says that she was intermarried with said George W. Montgomery in January 1872 and in about 1876 she as one of the heirs of J. M. Carpenter deceased became entitled to something over five hundred dollars in money which Lewis B. White as Administrator paid to her and said George W. Montgomery in about 1876 but date she cannot give and the sum being over \$500<sup>00</sup> was deposited in the Bank of Marysville to the credit of said

5783

George W. Montgomery. That afterwards about \$1000<sup>00</sup> was paid for said lot and the balance was used by the mutual consent and agreement of plaintiff and her said husband by said George W. Montgomery in the erection of said house and in addition thereto a cow of plaintiff was by him sold to Samuel Gamble for \$40<sup>00</sup> which he used as he claimed in paying for said house and the plaintiff says the said George W. Woodrington received interest on said money and received as rent of said property in 1880 from J. P. Eubanks \$47.<sup>40</sup> and in 1882 from James W. Kerper as rent thereof the sum of \$90.<sup>75</sup> for which the plaintiff did not sue her Admr. in this action for the reason the same was barred by the Statute of Limitations. But she says said sums received as aforesaid much more than paid for said house and all repairs incurred in regard thereto and therefore plaintiff prays Judgment as she did in her petition.

Verdict

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Sarah  
John

State of Ohio,  
Union County, ss.

Robinson <sup>and</sup> Woodburn  
Attys. for Pltfs.

Sarah E. Montgomery, being duly sworn deposes and says she believes the allegations of the foregoing Reply are true.

Sarah E. Montgomery.

Sworn to before me and signed in my presence this 27<sup>th</sup> day of February, 1890.  
Srat } J. B. Sinkade, Notary Public

entry  
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Afterward, on the 20<sup>th</sup> day of March, 1890, an entry was made on the Journal by the Clerk.

Sarah E. Montgomery  
vs.  
John E. Montgomery

Journal 15, Page 281

This day came the parties by their attorneys, also came the following named persons as Jurors, viz:

- |                                  |                                 |  |
|----------------------------------|---------------------------------|--|
| 1 <sup>st</sup> S. B. Williams   | 5 <sup>th</sup> Wilson Brown    | 9 <sup>th</sup> M. W. Judy                   |
| 2 <sup>nd</sup> Joseph Roff      | 6 <sup>th</sup> E. W. Welch     | 10 <sup>th</sup> W. L. James                 |
| 3 <sup>rd</sup> Samuel W. Tuttle | 7 <sup>th</sup> Abel M. Cary    | 11 <sup>th</sup> L. A. Hedges <sup>and</sup> |
| 4 <sup>th</sup> J. A. Anderson   | 8 <sup>th</sup> Leonidas Turner | 12 <sup>th</sup> Quisimus Shearer            |

who were duly impanelled and sworn according to law and this case came on to be heard upon the pleadings and the evidence and the said Jury having heard the evidence adduced the arguments of counsel and the charge of the Court retired to their room for deliberation. And now comes the said Jury into open Court with their verdict in writing

Entry

5783

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Verdict

signed by their foreman 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 \$463.<sup>23</sup> Four hundred sixty three <sup>23</sup>/<sub>100</sub> dollars.

J. A. Bruderson, Foreman

It is therefore considered by the Court that the plaintiff recover of the defendant John C. Montgomery as Administrator the sum of \$463.<sup>23</sup> and her costs therein taxed at 8--

Motion

Afterward, on the 21<sup>st</sup> day of March, 1890, a Motion for New Trial was filed with the Clerk of Court.

5783

Sarah E. Montgomery

vs.

Court of Common Pleas, Union County, Ohio.

John C. Montgomery

The defendant herein now comes and asks the Court to vacate and set aside the verdict heretofore rendered in the above case and grant a new trial and for cause says:

- 1<sup>st</sup>. The amount of the recovery as named in said verdict is excessive.
- 2<sup>nd</sup>. That the verdict is not sustained by sufficient evidence and is contrary to law.
- 3<sup>rd</sup>. The defendant has newly discovered evidence material for him on the trial of said case which he could not with reasonable diligence have discovered and produced at the trial.

H. W. Myers,

Atty. for deft.

Entry

Afterward, on the 16<sup>th</sup> day of April, 1890, an entry was made on the Journal by the Clerk of Court.

5783

John Montgomery Admr.

vs.

Journal 15, Page 291.

Sarah E. Montgomery

Now comes the plaintiff & presents his Bill of Exceptions which is allowed signed sealed and made part of the record.

Bill of Exceptions

John C. Montgomery Admr. of the Estate of George W. Montgomery, decd.

vs.

Filed April 16<sup>th</sup>, 1890. Circuit Court of Union County, Ohio

Sarah E. Montgomery.

Petition in Error.

Plaintiff in Error says: That at the March Term 1890 of the Court of Common Pleas of Union County, Ohio, defendant in error recovered a

Judgment by the consideration of said Court against plaintiff in error in an action then pending therein wherein defendant in error was plaintiff, & plaintiff in error was defendant, a transcript of the docket & Journal entries whereof is filed herewith.

There is error in the said record & proceedings in this to wit:

1<sup>st</sup>. Said Court erred in rendering Judgment on the Verdict of the Jury in said case before the expiration of three days from the returning of said Verdict by the Jury in the Union Common Pleas Court.

2<sup>nd</sup>. Said Court erred in rendering a Judgment on said Verdict because the amount thereof was & is excessive.

3<sup>rd</sup>. Said Court erred in rendering a Judgment on said Verdict because as shown by the transcript of the docket and Journal entries filed herewith. The said Court adjourned & closed the March Term of said Court on day said Verdict was returned by the Jury and thereby prevented the plaintiff in error from submitting to said Court of Common Pleas his motion for a new trial within three days as provided by law and at the trial term in which said action was tried.

4<sup>th</sup>. That said Verdict was against the evidence, & contrary to law.

5<sup>th</sup>. That the Court erred in its charge to the Jury.

6<sup>th</sup>. Said Judgment was given for said Sarah Montgometry when it ought to have been given for John Montgometry as the Administrator of George W. Montgometry deceased.

Plaintiff in error therefore prays that said Judgment may be reversed, and that he be restored to all things he has lost by reason thereof.

D. W. Ayers, Attorney for  
Plaintiff in error.

We hereby waive service by summons or otherwise and enter the defendants appearance in the above case this 16<sup>th</sup> day of April 1890.

Robinson & Woodburn

Be it remembered that at the trial of this cause at the March Term A. D. 1890 of the Court of Common Pleas of Union County Ohio before Hon. John A. Price & a Jury the plaintiff to maintain the issue on her part as a witness Lewis B. White, who testified as follows:

That he was the Administrator of the estate of Jesse Carpenter & the plaintiff Sarah Montgometry received five

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summed  $\frac{1}{2}$  fifteen dollars from the estate. The money passed through my hands. I paid the money to her  $\frac{1}{2}$  George W. Montgomery in the Bank together. These people had been married several years. I am a carpenter and builder. They lived together until his (George Montgomery) death. He died March two (2) years ago I think.

And on Cross Examination as follows: I was present when the money went through my hands to Mrs. Montgomery in 1877. They had been living together from the time of their marriage.

Also Elmer Montgomery who testified as follows: I am fifteen years of age, and am a son of George W. Montgomery, deceased, who died March 22<sup>nd</sup>, 1888.

There was a buggy on the place got of O. M. Scott. There had been an old buggy the place -- it was traded to O. M. Scott for the new one.

When I wanted to go anywhere and use the buggy, he (my father) would tell me when I asked him for the buggy to go to my mother  $\frac{1}{2}$  whatever she said would be all right. This occurred several times. They sent me after rents, -- I got the money on rent of the house two or three times. I got the money and gave it to my mother. I got fifteen dollars altogether. I did not get any of Mr. Legum.

I was present when my mother made payment to Scott Bro. paid to this clerk. I did not know anything about the note.

On Cross Examination the witness testified as follows:

All my father said about the buggy was for me to go to my mother and whatever she said would be all right.

Also J. J. Scott as a witness who testified as follows: Am in business in Marysville Ohio and am of the firm of O. M. Scott  $\frac{1}{2}$  Bro. We got an old buggy  $\frac{1}{2}$  note of \$90<sup>00</sup> given at the time. George Montgomery gave the note, as shown by our register of notes taken. As to the paying the note I only recollect the last time she coming in and adjusting a difference of opinion between us as to the note, -- she understood it one way and I another. She then paid \$45<sup>00</sup> the balance of the note. Both her and her husband were present when the note was given.

There was a payment made on the note the latter part of November 1886.

And on Cross Examination testified: Both parties were present but I have no personal knowledge or recollection as to who paid the payments on the note.

Also P. H. Lypin who testified as follows: Reside in Magnetic Springs. I lived in the Moutgomery house in that place from September 15<sup>th</sup>, 1882, until April 1<sup>st</sup>, 1886. For fifteen months I paid \$8<sup>00</sup> per month; for twenty seven <sup>1</sup>/<sub>2</sub> months I paid \$6<sup>00</sup> per month; making a total of \$290<sup>00</sup>. I paid the same to George W. Moutgomery. James S. Keiper <sup>1</sup>/<sub>2</sub> J. P. Coubanks had the house rented from the time it was built till I rented it.

And on Cross Examination testified: He would always come after the rent and I would pay it to him. It was about three miles from Magnetic Springs to George W. Moutgomery's farm where he and Mrs. Moutgomery lived. And I see them together occasionally, <sup>1</sup>/<sub>2</sub> I think she was along occasionally when I paid the rent to him.

Also John H. Trickey who testified as follows: I live in Magnetic Springs, Union County Ohio. I moved into the house of Sarah Moutgomery, the plaintiff, April 1<sup>st</sup>, 1886. The first year I paid \$6<sup>00</sup> per month; the next two years I paid \$5<sup>00</sup> per month; most of the time I paid the rent to George W. Moutgomery I paid to the boy twice \$5<sup>00</sup> at a time; I paid monthly in advance; don't remember of paying any to the boy. One time in June 1887 I paid Mr. Moutgomery 12<sup>00</sup>. Mr. Keiper had the house rented <sup>1</sup>/<sub>2</sub> Coubanks had it rented a while.

And on Cross Examination testified as follows: The property is a dwelling-house. They resided about 3 miles from Magnetic Springs. I generally paid in advance. My wife rented the property; I paid the rent to him because he was an honest old man and I knew it would be all right. Once I told him that if he would pay a bill that he owed I could pay him more <sup>1</sup>/<sub>2</sub> he said yes, he would do that and it would be all right for he was acting for her and expected to pay her anyhow.

Also Sarah Moutgomery, the plaintiff, who testified as follows: My husband died, it will be two years ago this coming Saturday. On the day of the Administrator's appraisement, I said to the Administrator that the buggy was mine: I claimed the buggy.

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When the buggy was appraised at \$60<sup>00</sup> I took it at the appraisement and paid for it, but claimed it was mine & took that way to keep it.

Also Felix Carpenter who testified as follows: The plaintiff, Sarah Montgomery is my mother. She got an estate. I have heard George W. Montgomery say the buggy was hers. It was the same buggy sold at the Administrators sale. He told me several times the buggy was mother's.

Also U. D. Hegood who testified as follows: Mr. & Mrs. Montgomery came and wanted to buy a lot of me in Magnolia Springs. Mr. Montgomery done most of the talking. They made a contract for lot... I sold to them less for cash. Mr. Montgomery told me that the money was Mrs. Montgomery's; they was to pay me \$100<sup>00</sup> for the lot and I throwed off \$5<sup>00</sup> for cash. He said she was going to put up a nice house; and that it was her money that was to pay for the house & lot. Fleck & Chapman here in Marysville furnished material. Seen Mr. Montgomery working there around the building a good deal; saw Felix Montgomery working there a good deal at the house & hauling stuff for the house; saw him working at the foundation and at the working generally. Mr. & Mrs. Montgomery were together when they talked about the lot and building the house, and he said he was acting only for her and he wanted to do the best he could for her. That it was her money that was pay for the lot & build the house.

And thereupon the Plaintiff rested.

And the defendant to maintain the issue on his part offered himself, John Montgomery, as a witness who testified as follows: After my father's death and on the day of the appraisement I had a conversation with the plaintiff. She undertook to explain her ownership of the buggy, after claiming that the law gave her a horse and buggy. She said she gave \$40<sup>00</sup> at the time the new buggy was bought by giving up note to father of \$40<sup>00</sup> he had given her in 1877. She did not explain that new buggy was bought by the matter of \$40<sup>00</sup>. The old buggy was well worn out.

On the day of the appraisement she told me there was no debts except doctor and funeral

expenses, that she knew of no other. And told me before and on the day of my appointment as administrator of my father's estate that she knew of no debts. On the day of the appraisement as well as on the day of the sale she made no claim to the buggy, and it was sold by me. My father always kept his debts well paid up. My father died March 22<sup>d</sup>, 1858, Sunday before Thanksgiving. I was appointed Administrator April 4<sup>th</sup>, 1858. The first I knew she claimed anything from the estate on this claim was when it was presented to me by her attorney.

She never claimed it to me personally, but said to me before this that she knew of no debts.

And on Cross Examination testified that the first conversation she claimed the buggy, but when she explained how she owned it I was satisfied she was wrong. She showed me a receipt for \$9<sup>00</sup> which she took from Mr. M<sup>r</sup>. Fadden which she had paid for George W. Montgomery.

Also Isaac M<sup>r</sup>. Dain who testified as follows: I live 1 1/2 miles South-east of Maguire Springs & have lived there 31 or 32 years. I think they (Mr. Montgomery) built the house in 1850. Don't know that I ever saw him working there or hauling logs. I was one of the appraisers, also Howe and Freshwater. On that day I heard her say there were no debts against the estate; it was at the dinner table. Mr. Montgomery asked Mrs. Sarah Montgomery if there were any debts against the estate, and she said there were none. Don't remember that she said anything about buggy.

And on Cross Examination testified: Don't think she went out of the house. Don't remember that anything was said about the buggy, but there might have been; the buggy was out in the shed.

Also Samuel Howe who testified as follows: I don't know anything about the building; was one of the appraisers with M<sup>r</sup>. Dain and Freshwater. At the dinner table I was present when John Montgomery asked the plaintiff if there were any debts against the estate, and she said there was none except doctor's & funeral expenses. At the appraisement of the buggy I heard no remark or complaint about it.

She was sick that day; she seemed to be troubled.

Also David Freshwater who testified as follows: I was one of the appraisers of George W. Montgomery's estate

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I heard a conversation on the day of the appraisement between Sarah Montgomery, the plaintiff, & John Montgomery the administrator of George W. Montgomery, deceased. We were all sitting around the table. Mr. Kemmer asked John Montgomery if there were any debts against the estate; then John Montgomery turned to Mrs. Montgomery and asked her if there was any and she said there was none unless doctor and funeral expenses.

Also I. B. Montgomery who testified as follows: I live 2 1/2 miles west of Magnetic Springs and am a son of George W. Montgomery, and lived on the east side of the place in 1850, and remember father building house that year in Magnetic Springs. He went to work hauling lumber; hauled some about 4 miles. I cannot tell how many load. There was logs cut from my fathers farm and hauled to the mill, but I do not know where they come to. He done every thing he could about hauling shingles & lumber. He was not able to do much work. His team done the hauling; Owen White done the building.

Also Milo White: Live near Magnetic Springs, Ohio, & know George W. Montgomery in his life time. I heard a conversation between George W. Montgomery and his wife, the plaintiff, at their house, about the terms or way in which he was building the new house. And she said to me that he was to have rents of the house until he was satisfied. It was talked over and about several times and about the same thing; she said she did not have money to complete building of the house, and he had to help her. I think his team was used in doing the hauling. I do not know of his furnishing money.

On Cross Examination the witness testified: Mrs. Montgomery said she would not have money enough of her own money to finish it up whole & that he was to have the rents until he was paid.

Also Mary White who testified as follows: The defendant is my brother. I came to town with the plaintiff Sarah Montgomery the day she went and paid the remainder of the O. M. Scott Bro. note. It was my fathers money; he gave it to her and gave me at the time before we left \$5<sup>00</sup>. We paid his taxes for him and then the balance of the note and deposited the balance in the Bank. My

father was worrying about something. I asked him why he was worrying, and his wife Mrs. Montgomery was present, and the matter of the house came up; and he said in her presence that he expected to be recompensed or get his money out by way of rents. I never heard any other conversation. He hauled material and I think worked some. He hauled lumber and shingles, and lumber that he had cut off of his own place. He paid my husband for work he done  $\frac{2}{3}$  Frank for work he done. I don't remember any other conversation.

And on Cross-Examination testified:

The money he said in with his wife that day arose from the sale of a horse. I did not just see him give the money to her; he said to her he was going to give me \$5<sup>00</sup>; father was old and worrying. I did not think it was her money.

Also Owen White, who testified as follows: Live in Magnetic Springs, Ohio. In the Fall of 1880 I built a house for George W. Montgomery. I done all the carpenter work and had Mr. White help. My first contract was for \$75<sup>00</sup> but afterwards because of some additional work there was \$10<sup>00</sup> added which George W. Montgomery paid me; this did not include the old buildings. John Montgomery plastered it. He purchased necessary material from Fleck & Chapman Marysville, Ohio, which is about 10 miles from Magnetic Springs) such as shingles, siding, sash &c; and his George W. Montgomery team done the hauling; the size of the house is about 14 x 28.

Also John White, who testified as follows: In year 1880 chopped some logs on George W. Montgomery's place for new house in Magnetic Springs after harvest, was mostly beech; don't remember any oak,  $\frac{2}{3}$  hauled them to saw-mill.

Also A. S. Chapman who testified as follows: Our books show that George W. Montgomery bought and paid for \$197<sup>00</sup> in new material for a new house, the only material for new house we ever sold him.

Also John Montgomery who being recalled testified as follows: I have examined the books of Fleck and Chapman and found charged there and paid for by my father \$185<sup>00</sup>.

And this was all the evidence offered by



either party in the case.

In Rebuttal: The plaintiff testified that the appraisement was made a week or so after Mr. Montgomery's death; that she was sick the day they were there to appraise the property and a good deal troubled; that she had not taken any counsel as to her rights at that time and did not know whether she could make the estate pay for the money her husband had collected of her rents or not at that time.

Also Felix Carpenter testified that he did all the hauling from Fleck & Chapman and did a great deal of work in the building the house; that Mr. Montgomery did not pay anything to him for what he did.

And this was all the evidence offered by either party in the case.

Gentlemen of the Jury:

The plaintiff, Sarah Montgomery, brings this action against John Montgomery, the Administrator of the estate of George W. Montgomery on an account, which she sets forth in her petition. To which petition the defendant John Montgomery the said Administrator answers, and claims that the deceased George W. Montgomery done work and furnished by himself and material labor as well as money in the construction of the house of the plaintiff, and that before he furnished the same it was agreed between the deceased George W. Montgomery and the plaintiff that he was to receive rents from house and lot of the plaintiff to pay him for the same and also denies the indebtedness alleged in the petition. To which Answer the plaintiff files a Reply alleging in substance that George W. Montgomery for several years previous to six years previous to the commencement of this action received rents from more than enough to pay him for the work, material and money he had expended for and in the construction of the plaintiff's house and lot; and that the Account of the plaintiff now barred by the Statute of Limitations was applied and extinguished any claim that George W. Montgomery might have had by reason of the furnishing aforesaid.

The plaintiff must satisfy you by a fair preponderance of the evidence of the material allegations in her petition that the money arising from the

rents of the lands of the wife by law belonged to the husband, but now by statute they belong to her as if she were a feme sole. And if you from the evidence find that George W. Montgomery in his life time received her rents, his estate must pay the debt arising thereby if he did not pay the same in his lifetime, unless you should find from the evidence that George W. Montgomery was to and did receive said rents in payment either in whole or in part for labor, material, and money furnished by him in the building of a house and lot of the plaintiff. There is little law the Court can give to aid you in reaching a conclusion in this case.

It is claimed in the plaintiffs Reply that during the period of time barred by the Statute of Limitations that he, George W. Montgomery, received sufficient rents from the house and lot of plaintiff to fully or more than compensate him for the furnishing of the labor, material and money with which he furnished her in the construction of her house. It is for you to say from the evidence

And I leave it entirely with you to calculate appraise and adjust this matter and difference as you may think right. There is little law the Court can give to aid you, and you will therefore look at the whole case, the facts and circumstances surrounding it. I should have spoken of the buggy.

If the buggy named in the plaintiffs petition was her's the Administrator had no right to sell it and would be accountable to her if he did sell it

George W. Montgomery had a right to sell it to her or make her a present of it; in either of which events the buggy would be her's. And the Jury having found in favor of the plaintiff, the Court on the same day rendered Judgment on the Verdict; to which the defendant excepted & tenders this his Bill of Exceptions which is allowed, signed, sealed and ordered to be made part of the record.

[signed] John A. Price, Judge of the Court of Common Pleas of Union County, Ohio.

Seal

Certified Copy of Journal Entries.

Sarah Montgomery

vs.

John Montgomery Admr.

Tuesday, June 11<sup>th</sup>, 1889,  
Journal 15, Page 111.

This day came the parties by their attorneys also came the following named persons as Jurors, to wit:  
1<sup>st</sup>. John Barnes, 2<sup>nd</sup> David D. Maller, 3<sup>rd</sup>. E. L. Thompson, 4<sup>th</sup> John Allen

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5" B. G. Truman      8" Ray B. Morse Jr      11" J. R. Martin  
 6" Oliver Shaw      9" J. C. Bailey      12" J. H. Parris  
 7" C. B. Southwick      10" James Edelman,      who were  
 duly impaneled and sworn, according to law; and  
 thereupon this case came on for hearing on the  
 pleadings & evidence. The defendant by permission  
 of the Court filed his amended answer, and by consent  
 of parties, one of said jurors was withdrawn from the  
 panel and the residue of said jury is discharged from  
 the further consideration of the case, and this cause  
 is continued at the costs of the defendant. It is  
 therefore considered and adjudged by the Court that the  
 defendant pay the costs of this term of Court, and  
 execution is awarded.

Contry Sarah Montgomery      Wednesday, July 31<sup>st</sup>, 1889.  
 v      Journal 15, Page 142  
 John Montgomery Admr.      On motion leave is granted to the  
 5783      plaintiff to file amended petition in thirty days, and  
 this cause is continued.

Contry Sarah Montgomery      Thursday March 20<sup>th</sup>, 1890.  
 v      Journal 15, Page 281.  
 John Montgomery Admr.      This day came the parties by their  
 5783      attorneys, also came the following persons as jurors, viz:  
 1" S. C. Williams      5" Wilson Brown      9" M. W. Judy  
 2" Joseph Roff      6" S. H. Welch      10" W. L. James  
 3" Samuel W. Dittie      7" Abel M. Cary      11" C. A. Kedges  
 4" J. A. Henderson      8" Leonard Sinner      12" C. S. Sheane  
 who were duly impaneled and sworn according to law,  
 and this case came on to be heard upon the pleadings  
 and the evidence, and the said jury having heard  
 the evidence adduced, the argument 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 foreman  
 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 the plaintiff  
 from the defendant at the sum of (\$ 463.23) Four hundred  
 & sixty-three  $\frac{2}{100}$   $\frac{3}{100}$  dollars.

J. A. Henderson, Foreman.  
 It is therefore considered by the Court that the  
 plaintiff recover of the defendant John C. Montgomery  
 as Administrator the said sum of \$ 463  $\frac{2}{100}$   $\frac{3}{100}$  and her  
 costs herein taxed at \$ - - .

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 John Allen

John Montgomery Admr

vs

Sarah Montgomery

April 16<sup>th</sup>, 1890. Journal 15, Page 291.

Now comes the plaintiff & presents his Bill of Exceptions which is allowed, signed, sealed and made part of the record.

The State of Ohio,  
Union County ss

I, Robert M. Erroy, Clerk of the Court of Common Pleas, within and for said County, and in whose custody the Files, Journals & Records of said Court are required by the Laws of the State of Ohio to be kept, hereby certify that the foregoing is taken and copied from the Journal of the proceedings of the said Court within and for said County, and that said foregoing copy has been compared by me with the original entry on said Journal, and that the same is a correct transcript thereof.

In testimony whereof, I have herewith subscribed my name officially, & affixed the Seal of said Court at the Court House, in Marysville, in said County, this 16<sup>th</sup> day of April, A.D. 1890.

Seal

R. M. Erroy, Clerk.

Attest  
R. M. Erroy 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, to-wit, on the 29<sup>th</sup> day of October in the year of our Lord One thousand eight hundred & eighty-eight.

But remembered that, heretofore, to-wit, on the 5<sup>th</sup> day of January, 1887, Allen Haines filed in the Clerk's Office of the said Court of Common Pleas the following Cognot against A. J. Staley, to-wit:

Petitioner Allen Haines

vs

Court of Common Pleas, Union County, Ohio

5232 A. J. Staley

Allen Haines the above named plaintiff says that there is due to him from A. J. Staley, the defendant, on a promissory note made by the defendant A. J. Staley, dated the 16<sup>th</sup> day of September, A.D. 1885 which note with the warrant of Attorney thereto annexed, is herewith attached, the sum of One hundred & twenty dollars & three cents, with

Answer

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interest thereon at eight per cent. from the 1<sup>st</sup> day of November A.W. 1886. The plaintiff further says that he is, and was before said note became due the legal owner and holder of said note, that the same is due and unpaid.

Whereupon the Plaintiff asks judgment against said defendant for the sum of One Hundred and twenty dollars and three cents with interest at eight per cent. from the 1<sup>st</sup> day of November A.W. 1886.

J. B. Fultou, Plffs Atty

B112. <sup>50</sup>/<sub>100</sub> Summerville, Sept. 16<sup>th</sup>, 1885.

On the first day of November, 1886, I, we or either of us promise to pay E. S. Clark, or bearer, One hundred <sup>2</sup>/<sub>100</sub> twelve <sup>2</sup>/<sub>100</sub> <sup>50</sup>/<sub>100</sub> dollars, for value received with 6 per cent. interest before due, and eight per cent. after due; interest to be paid annually.

And we jointly <sup>2</sup>/<sub>100</sub> severally hereby authorize any Attorney-at-Law at any time after the above sum becomes due, without or with process, to appear for us in any Court of Record in the State of Ohio <sup>2</sup>/<sub>100</sub> confess judgment against us, for the amount then due thereon, with interest and costs, and to release all errors and the right of appeal.

Witness our hand and seal. A. J. Staley.

State of Ohio,  
Union County, ss.

J. B. Fultou, Attorney for the above named Plaintiff being duly sworn says that he is Plaintiff's attorney duly authorized in the premises and that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff is a non-resident of Union County, Ohio, and now absent therefrom.

J. B. Fultou.

Subscribed by J. B. Fultou in my presence, and sworn to by him before me, this 5<sup>th</sup> day of January, 1887.

Seal

J. D. Burquier, Clerk.

Allen Kaines

Court of Common Pleas, Union County, O.

vs

Defendants Answer.

A. J. Staley

Answer

5-232

And now come A. J. Staley the above named defendant, by the undersigned C. C. Cole, Attorney, and waives the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition, and against the above named defendant, for the sum of One

hundred & twenty dollars & eighty three cents, the amount appearing due for principal & interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendant's right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

January 5, 1887 C. C. Cole, Atty. for Deft.

Entry

Allen Kaines

v

A. J. Staley

6232

This day came the plaintiff by T. B. Fulton his attorney, and thereupon came C. 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, confess that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition the sum of \$120.83.

It is therefore considered that said plaintiff do recover of said defendant the said sum of \$120.83 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum.

And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Answer

Afterward, on the 22<sup>d</sup> day of November, 1888, an answer was filed with the Clerk of said Court.

5232

Allen Kaines

v

A. J. Staley

Court of Common Pleas, Union County Ohio

Now comes the defendant and for answer to the plaintiff's petition says the said plaintiff ought not to recover on said note for this that he says there was no legal or valid consideration for the same but on the contrary said note was obtained from defendant by C. S. Clark & the North American Farmers & Planters Company for the production of cereals, & its agents in the manner following, to wit: The said Company was engaged in distributing grain at false & fictitious & speculative price of more than twenty times its known value under contracts to sell for the persons

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receiving such grain double the amounts received at the same falsefictitious <sup>2</sup>/<sub>100</sub> speculative price of more than twenty times its known value, deducting 33 <sup>1</sup>/<sub>2</sub> per cent. commission for so selling the same and on the day said note was given, viz: September 16, 1885 said Company and its said agents to induce the defendant to give said note in pursuance of said plan of business agreed with defendant that if he would give said note and receive seven and one half bushels of wheat which they called "Red Line" wheat but which was common ordinary wheat worth only seventy-five cents per bushel, and raise fifteen bushels therefrom, the said Company would and did bind itself by written Bond (a copy of which is hereto attached) to sell for said defendant fifteen bushels of said wheat so raised on or before October 1, 1886 for the sum of fifteen dollars per bushel less 33 <sup>1</sup>/<sub>2</sub> per cent. commission which was the sole consideration for said note, and the defendant says said wheat was not worth over seventy five cents per bushel, and said parties knew the said contract was to receive said grain at said falsefictitious <sup>2</sup>/<sub>100</sub> speculative price in consideration that said company would sell for defendant double the quantity so received at the same falsefictitious <sup>2</sup>/<sub>100</sub> speculative price of over twenty times its known value which contract the defendant avers was illegal, fraudulent and against public policy and void, <sup>2</sup>/<sub>100</sub> though defendant raised said fifteen bushels of said wheat the said Company and its agents never sold or attempted to sell said grain and the defendant hath received no consideration whatever except said Bond for said note, and therefore defendant says he ought not to pay said note and prays judgment that he go hence and recover his costs.

J. W. Robinson,

The State of Ohio,  
Union County ss

Attorney for Defendant.

A. J. Staley, defendant being duly sworn deposes <sup>2</sup>/<sub>100</sub> says the allegations of the foregoing answer are true as he believes.

A. J. Staley.

Sworn to before me and signed in my presence this 22<sup>nd</sup> day of November, 1888.

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

Seal

Copy of Bond. Incorporated under the laws of the State of Ohio. All persons accepting this Bond hereby acknowledge that the grain was bought at a speculative value and free all officers, agents, and stockholders of this Company from any liability further than double of the amount of capital stock they may hold. - Liability \$5000<sup>00</sup>, Capital Stock \$1500<sup>00</sup>

J. A. Norton, President.  
John B. Shwarts, Secretary.

The North American Farmers and Planters Company for the production of cereals York Township, Union County, Ohio, do hereby agree to sell 15 bushels of "Red Line" wheat for Mr. A. J. Staley at \$1.50 per bushel less 33 1/3 per cent. commission on or before the first of October 1886.

Seal C. B. Clark, Supt.

Entry

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Answer

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Allen Haines vs A. J. Staley  
Court of Common Pleas  
Union County Ohio  
Demurrer to Answer

Demurrer

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The plaintiff demurs to defendants answer for the reason that it does not state facts sufficient to constitute a defense to plaintiffs petition.

Cole & Bates,  
Attorneys for Plff.

Afterward, on the 23<sup>rd</sup> day of November, 1888, a motion was filed with the Clerk of said Court.

Allen Haines vs A. J. Staley  
Motion for security for costs.

Motion

5232

The defendant moves the Court to require the plaintiff to give security for costs in this case on the ground that the plaintiff is not a resident of the County of Union, Ohio.

J. W. Robinson, Attorney.

Afterward, on the 6<sup>th</sup> day of June, 1889, an entry was made on the Journal by the Clerk of Court.

Allen Haines vs A. J. Staley  
Journal 15, Page 105

Entry

5232

This day this cause came on for hearing on the demurrer to defendants answer and was argued by counsel, and in consideration the Court sustained said demurrer to which ruling the defendant by his counsel accepted, and leave was given defendant to further plead.



Entry

Afterward, on the 6<sup>th</sup> day of June, 1889, an entry was made on the Journal by the Clerk.

5232

Allen Haines

v

Journal 15, Page 105

A. L. Staley

This day came on the defendants motion for order for security for costs. Whereupon the Court being fully advised in the premises find the plaintiff is not a resident of this County, and therefore plaintiff is ordered to give security for costs before going to trial.

Amended Answer

Afterward, on the 10<sup>th</sup> day of June, 1889, Amended Answer was filed with the Clerk of said Court.

Answer

Allen Haines

v

Court of Common Pleas,

5232

A. L. Staley

Union County, Ohio.

Now comes the defendant and by leave of the Court files his amended answer and says the said plaintiff ought not to recover of the defendant on said note in said petition described for this that defendant says there was no legal or valuable consideration for said note but on the contrary said note was obtained from the defendant by C. S. Clark & the North American Farmers & Planters Company for the production of cereals & its agents in the manner following, to wit: the said Company by its agents and pretended Superintendent C. S. Clark and by its agent or pretended agent Oving Shure was at the time said note was executed engaged in the unlawful purpose and business of selling and distributing common wheat of the value of eighty cents per bushel which they called "Red Dine" wheat at the false fictitious and speculative price of over twenty times its actual and known value under contracts and in consideration that the purchasers thereof and the persons receiving the same would and then did give their notes for the same at said false fictitious & speculative price in consideration that said Company by its agents at the same time agreed with said purchasers & acceptors that it would sell for them twice the amount of grain so received before said note would become due at the same false fictitious & speculative price less 33 1/3 per cent. commission for said Company and its agents in making said sales, and defendant says that on the 16<sup>th</sup> of September, 1885 said Company and its agents aforesaid to induce defendant to receive seven & one-half bushels of said wheat and give his said note for \$112<sup>00</sup> to said C. S. Clark said Company

promised and agreed with defendant that if he would receive and sow said seven  $\frac{3}{4}$  bushels of said wheat and raise fifteen bushels therefrom and give his said note for  $\$12^50$  the said company would sell for defendant said fifteen bushels for the sum of fifteen dollars per bushel before said note would become due. That defendant accepted said proposition and on said day gave said note to said Clark for said Company and received said  $7\frac{1}{2}$  bushel of wheat, common ordinary wheat but called "Red Line" wheat worth eighty cents per bushel and gave his note for said sum at the false fictitious  $\frac{2}{3}$  speculative price of twenty times its actual known value and in consideration thereof and the only consideration thereof said Company delivered to defendant its Bond and written contract (a copy of which is hereto attached) binding said Company to sell for said defendant fifteen bushel of said wheat to be raised from said  $7\frac{1}{2}$  bushel on or before October 1<sup>st</sup>, 1886, for the sum of fifteen dollars per bushel less  $33\frac{1}{3}$  per cent. commission for selling same which was a false fictitious and speculative price of twenty times its actual and known value as all the parties thereto well knew. The defendant raised more than fifteen bushel of said wheat but said Company and said C. S. Clark and said agents failed to sell any part thereof and defendant says that said note and contract as he since learned was illegal, against public policy and void, and that said Bond and written contract to sell said grain for him at said false fictitious and speculative price was illegal, against public policy and void and that no legal consideration for said note was given to him and he says he hath received no consideration whatever for said note, and that plaintiff took said note from the agent of said Company without value and with full knowledge of the manner the same had been obtained from defendant as aforesaid and of the false fictitious and speculative prices at which said wheat was received by defendant as aforesaid to be paid by the sale of wheat at the said false fictitious  $\frac{2}{3}$  speculative prices and with full knowledge that the same was obtained without any legal consideration in the manner aforesaid and was one of the notes obtained by said Company in the said unlawful business and was known as a "Red Line" wheat note" to designate as one of a class obtained in said unlawful business.

Therefore the defendant asks that he go hence

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J. W. Robinson, Atty. for Deft.

The State of Ohio,  
Union County, ss.

A. J. Staley, being duly sworn deposes and says he believes the allegations of the foregoing amended answer are true, and a correct copy of said Bond referred to is attached to his original answer.

A. J. Staley.

Sworn to before me and signed in my presence this 10<sup>th</sup> of June, 1859.

R. W. Croy, Clerk

By W. M. Winget, Deputy.

Seal

Demurrer

Afterward, on the 20<sup>th</sup> day of June 1859, a demurrer was filed with the Clerk of Court

5232

Allen Haines

vs

Demurrer to Amended Answer

A. J. Staley

Now comes the plaintiff and demurs to the answer filed herein June 10<sup>th</sup>, 1859 for the reason that it does not state facts sufficient to constitute a defense.

Cole & Bales, Atty. for Plff.

Entry

Afterward, on the 20<sup>th</sup> day of June, 1859, an entry was made on the Journal by the Clerk of said Court.

5232

Allen Haines

vs

Journal 15, Page 127.

A. J. Staley

This day came the parties & submitted this cause to the Court on the demurrer to the amended answer. Whereupon the Court overrule said demurrer to which ruling of the Court the plaintiff accepts.

Reply

Afterward, on the 20<sup>th</sup> of June, 1859, a Reply was filed with the Clerk of said Court.

5232

Allen Haines

vs

Court of Common Pleas, Union County

A. J. Staley

The plaintiff now comes and for reply to defendant's answer says that he admits said note set out in the petition was given by defendant to C. S. Clark September 16<sup>th</sup>, 1855; and admits that on said day defendant received from said C. S. Clark seven & one-half bushel of wheat and he denies that said note sued on herein was without valuable and legal consideration; and being ignorant as to the

other allegations in the answer he denies each <sup>of</sup> all of them.

The plaintiff for a further reply to defendants answer says that he purchased said note of oneewing Shiner and paid him full value therefor on the day of October, 1855 and the same was transferred set over and assigned to him for value before due and in the ordinary course of business and without knowledge of what the note was given for or any notice or knowledge of any of the pretended defenses set up in defendants answer and without notice or knowledge that the same was a "Red Line Wheat Note" or that it was obtained from the defendant by any fraudulent means or upon the means or considerations alleged in said answer, and defendant avers that he is an innocent <sup>and</sup> bona fide holder for value of said note and that the defendant had no full knowledge of all the facts set up in his said amended answer when he gave said note as he now has, therefore asks judgment as prayed in his petition.

Cole <sup>and</sup> Bales

Attys. for Plff.

State of Ohio  
Union County ss

Allen Kaines being first duly sworn says he is the plaintiff within named and the facts stated and allegations contained in his foregoing reply are true as he believes.

Allen Kaines

Sworn to and subscribed before me this 21<sup>st</sup> day of June, 1859.

R. M. Leroy, Clerk.

By W. W. Winget, Deputy.

Seal

Entry  
5232 Afterward, on the 21<sup>st</sup> day of June, 1859, an entry was made on the Journal by the Clerk of Court

Journal 15. Page 129.

Allen Kaines  
vs  
A. J. Staley

Now came the parties therein by their attorneys also came the following named persons as Jurors, to-wit:  
1<sup>st</sup> John Barnes  
2<sup>nd</sup> David D. Mather  
3<sup>rd</sup> B. F. Thompson  
4<sup>th</sup> C. G. Freeman  
5<sup>th</sup> Oliver Shaw  
6<sup>th</sup> E. B. Southwick  
7<sup>th</sup> Ray & Morse Jr.  
8<sup>th</sup> J. P. Hutson  
9<sup>th</sup> J. C. Bailey  
10<sup>th</sup> Jas. Coddeman  
11<sup>th</sup> F. A. Martin  
12<sup>th</sup> John Allen who were duly impaneled and sworn, <sup>and</sup> the said jury having heard the evidence adduced, the arguments of counsel and charge of the Court retired to their room for deliberation. And now comes the said

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Jury into open Court and state that they are unable to agree upon a verdict. Whereupon they are by the Court discharged from the further consideration of this case and this cause is continued.

Entry

5232

Afterward, on the 12<sup>th</sup> day of November, 1889, an entry was made on the Journal by the Clerk of Court.

Allen Barnes

vs

Journal 15, Page 178.

A. J. Staley

This day came the parties herein by their attorneys; also came the following named persons as Jurors, to wit:

- |                                 |                                       |                                   |
|---------------------------------|---------------------------------------|-----------------------------------|
| 1 <sup>st</sup> W. B. Bonnett   | 5 <sup>th</sup> William Bowe          | 9 <sup>th</sup> David Swartz      |
| 2 <sup>nd</sup> David Rea       | 6 <sup>th</sup> Joseph Nois           | 10 <sup>th</sup> Nesbit January   |
| 3 <sup>rd</sup> Bradley Sprague | 7 <sup>th</sup> A. B. Olds            | 11 <sup>th</sup> Stephen Long     |
| 4 <sup>th</sup> R. W. Finley    | 8 <sup>th</sup> W <sup>m</sup> Jordan | 12 <sup>th</sup> John J. Bartwell |

who were duly impaneled 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 evidence adduced and arguments said cause was continued until tomorrow morning at 9 o'clock.

Entry

5232

Afterward, on the 13<sup>th</sup> day of November, 1889, an entry was made on the Journal by the Clerk.

Allen Barnes

vs

Journal 15, Page 180.

A. J. Staley

This day again came the said parties by their attorneys and also came the Jury heretofore impaneled and sworn. And the said Jury having the 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 <sup>to</sup> say:

"We, the Jury, being duly impaneled and sworn, find the issues in this case in favor of the defendant."  
Nesbit January, Foreman.

Afterward, on the 3<sup>rd</sup> day of December, 1889, an entry was made on the Journal by the Clerk.

Allen Barnes

vs

Journal 15, Page 204.

A. J. Staley

Entry

5232

This day came on this case to be heard on

the motion of the defendant for judgment on the verdict. Whereupon it is considered ordered and adjudged by the Court that the defendant do hence and recover of the plaintiff his costs therein expended taxed to \$.

Attest  
R. M. Conroy Clerk



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 S. Price, Judge of said Court of the term of October, to-wit, on the 29<sup>th</sup> day of October in the year of our Lord one thousand eight hundred & eighty-nine.

Be it remembered that, heretofore, to-wit, on the 21<sup>st</sup> day of January, 1887, A. J. Staley filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Allen Baines, to-wit:

Petitioner A. J. Staley

Court of Common Pleas  
Union County Ohio.

for vs  
New Allen Baines  
Trial

5243

The said A. J. Staley now comes and says that on 5<sup>th</sup> day of January, 1887, the said Allen Baines obtained judgment in this Court against said Staley for the sum of \$120.<sup>00</sup> dollars and - \$ costs on a Cognovit Note which judgment is still unpaid.

That said Staley was not notified or summoned of said action and he had no knowledge of said action or judgment until after it was obtained and said Court had adjourned sine die its October term 1886 and until notice thereof was published in the County paper after January 5<sup>th</sup>, 1887.

The said Staley says said note was obtained from him without consideration and was obtained by fraudulent and false representation as follows: The said O. S. Clark payee of said note was the Superintendent of a pretended Company known as the North American Farmers & Planters Company for the production of cereals &c he had one Shurer, whose full name he is not now able to state, as an assistant agent and safe warber accompanying him, and said Shurer represented to said Staley that said Company was responsible and would fulfill its contract and was doing an honest

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business to distribute said wheat through the County and had a sample of wheat which they proposed to sell to said Staley at \$15<sup>00</sup> per bushel and in order to induce him to purchase the same proposed to sell for him 15 bushel of the wheat which he would raise before October 1<sup>st</sup>, 1886 at \$15<sup>00</sup> per bushel less 33 1/3 per cent. commission for selling the same. That relying upon said representations and believing the same to be true he agreed to take from said Company 7 1/2 bushels of said wheat of which said agents had showed him a sample at the price of \$15<sup>00</sup> per bushel in consideration that said Company then agreed to and bound itself by a written Bond (a copy of which is hereto attached) to sell of said wheat when raised 15 bushel at \$15<sup>00</sup> per bushel less 33 1/3 per cent. commission and paying him, said Staley, the \$10<sup>00</sup> per bushel before the 1<sup>st</sup> of November 1886, and the said Company by its said agents required of said Staley his note for \$12<sup>50</sup> for said wheat to be delivered to him which he agreed to and did give to said Company, payable to said Clark or bearer for said Company.

The said Staley afterwards received of said agents 7 1/2 bushel of inferior wheat worth not exceeding 80 cents per bushel and not equal to said sample and sowed it and raised more than 15 bushel and was able and ready to fulfill his part of said agreement, but said Company and its agents wholly failed to sell said wheat or any part thereof, and have not attempted to do so nor paid him for its failure to do so.

Said Staley says said representations were all false as said agents well knew and said Company is and was a swindle gotten up to deceive and cheat the people, to get the notes of people to sell them and defraud them and said representations were made to said Staley to induce him to give his said note to said agent that he might sell it with no intention or purpose of filling its said contract.

The said names at the time he traded for said note by his agent knew it was a "Red Line Wheat Note" obtained by said Company for said Bond and is not an innocent purchase thereof, and the said Staley asks that said Judgment be set aside and a new trial be granted him as provided by law.

Robinson & Piper, Attys for Staley

Copy of Bond

Incorporated under the laws of the State of Ohio  
All persons accepting this Bond hereby  
acknowledge that the grain was bought at a  
speculative value and free all officers, agents,  
and stock holders of this Company from any  
liability further than double the amount of  
capital stock they may hold. Liability \$5000  
Capital Stock \$2500.

J. A. Norton, President

John C. Shwartz, Secretary.

The North American Farmers & Planters Company  
for the production of cereals York Township, Union  
County, State of Ohio, do hereby agree to sell 10 bushel  
of "Red Line Wheat" for Mr. A. J. Staley at \$15 per bushel  
less 33 1/3 per cent commission on or before the 1<sup>st</sup> of  
October, 1886.

C. S. Clark, Supt.

Waiver

I hereby waive the issuing and service of  
Summons herein and enter my appearance herein.

Allen Haines

By J. B. Fulton his Atty.

Demurrer

Afterward, on the 23<sup>rd</sup> day of May, 1887, a Demurrer  
was filed with the Clerk of said Court.

5243 A. J. Staley

vs

Court of Common Pleas.

Allen Haines

Union County Ohio

And now comes the defendant and  
demurs to the petition of the plaintiff for the reason  
that said petition does not state facts sufficient to  
constitute a cause of action against said defend-  
ant.

J. B. Fulton, Atty. for Deft.

Entry

Afterward, on the 23<sup>rd</sup> day of May, 1887, an Entry  
was made on the Journal by the Clerk of Court.

5243 A. J. Staley

vs

Journal 14, Page 244

Allen Haines

This day this cause came on to be heard  
upon the demurrer of the defendant to plaintiff's  
petition and was argued by counsel. On considera-  
tion whereof and the Court being fully advised in  
the premises finds that said demurrer is well taken  
and therefore sustains the same; to all of which  
the plaintiff excepts. And on motion leave was  
given to plaintiff to file an Amended Petition by the  
30<sup>th</sup> day of May, 1887.

Petition  
A. J. Staley  
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Afterward, on the 24<sup>th</sup> day of May, 1887, Amended  
Petition was filed with the Clerk of said Court.

Amended

vs

Petitioner

Allen Kaines

Court of Common Pleas,  
Union County, Ohio.

5243

The said A. J. Staley now comes for his  
Amended Petition says that on the 5<sup>th</sup> day of January  
1887 the said Allen Kaines obtained Judgment in this  
Court against said A. J. Staley for the sum of \$120<sup>00</sup><sup>13</sup>  
dollars debt & \$--- costs on a Cognovit Note which  
Judgment is still unpaid & unreversed. That said  
Staley was not notified of said action or summoned  
in said action and had no knowledge of the same  
and had no knowledge of said Judgment until  
after it was obtained and said Court had adjourned  
sine die at its October Term 1886, being the term at  
which said Judgment was taken and did not  
until he saw notice of said Judgment after January  
5<sup>th</sup>, 1887 & said pretended warrant of Attorney on which  
said Judgment was taken did not authorize said  
Court to render said Judgment.

The said Staley says he has a complete  
defense to said action for this that he denies  
that said Kaines is and was before said note  
became due the legal holder and owner of said  
note, but he says said Kaines obtained possession  
thereof without paying valuable consideration  
therefor, not in the usual course of business  
before due and he will know when he obtained  
possession thereof that said note had been obtain-  
ed by the payee thereof from said A. J. Staley by  
false representations and by fraud and with-  
out consideration as hereinafter stated, to wit:  
the said A. J. Staley says said note was obtained  
by C. S. Clark from said Staley by false and fraud-  
ulent representations as follows. Viz: the said Clark  
payee of said note was the Superintendent of a  
pretended Company known as the North American  
Farmers & Planters Company for the production  
of cereals, and he paid one Slurer (whose full  
name he is not able to give) as an assistant agent  
and Wafe Warbes also an assistant agent accompany-  
ing him and said Slurer represented to said  
Staley that said Company was a responsible Com-  
pany doing a lawful business and would fulfill  
its contracts, and was engaged in the business  
of distributing seed wheat of special value and  
quality, and proposed to sell to said Staley some  
of said wheat as per sample then in their possess-

ion for the purpose of raising a crop of wheat therefrom, and then proposed to said Staley that if he would take  $7\frac{1}{2}$  bushel of said seed wheat  $\frac{3}{4}$  raise a crop from it and give his said note said Company would sell double that quantity of said wheat for him at the price of \$15<sup>00</sup> a bushel less  $33\frac{1}{3}$  per cent commission for selling the same.

That said Staley believing said representations and relying on the same to be true he agreed with said Clark to receive from him as Agent of said Company  $7\frac{1}{2}$  bushel of said wheat and give his said note in consideration that said Company then agreed with said Staley to sell for him 15 bushel for \$15<sup>00</sup> per bushel less  $33\frac{1}{3}$  per cent. commission on or before October 1<sup>st</sup>, 1886  $\frac{3}{4}$  executed and delivered to said Staley as a part of the same transaction said Bond executed to cover said agreement (a copy of which is attached to said petition and gave said note to said Clark for said Company)

The said Staley afterwards received of said agents  $7\frac{1}{2}$  bushel of seed wheat worth not exceeding 80 cents per bushel and of much less value than said sample submitted as aforesaid to him, and he sowed said seed wheat and raised more than 15 bushel therefrom and he was ready, able, and willing to comply with his part of said bond and furnish said grain to said Company for said sale, but the said Company and its agents wholly failed and refused to do anything towards complying with its part of said agreement and did not sell any part of said 15 bushel of wheat and have not attempted to do so. Said representations were not true but were false and were made to said Staley in order to deceive him and cheat and defraud him as said agents well knew, and said Company was not doing a lawful business, but said contract was illegal and against public policy and said Company was not and is not responsible and said business was simply a scheme  $\frac{3}{4}$  device to obtain the said note of said Staley with the purpose and design of obtaining said note in order to sell the same and thereby cheat and defraud him all of which said Haines well knew when he obtained said note.

Therefore said Staley asks that said Judgment be set aside and a new trial be granted him as provided by law.

Robinson & Piper

Attorneys for A. J. Staley.

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The State of Ohio,  
Union County ss

A. J. Staley, being duly sworn deposes and says the allegations of the foregoing Amended Petition are true as he believes.

A. J. Staley.

Sworn to before me and signed in my presence this 24<sup>th</sup> day of May, 1887.

J. D. Burquer, Clerk.

Afterward, on the 31<sup>st</sup> day of October, 1888, a demurrer was filed with the Clerk of said Court.

Demurrer A. J. Staley  
to  
vs  
Amended Allen Haines  
Petition

Court of Common Pleas,  
Union County, Ohio

And now comes the defendant and demurs to the Amended Petition of the plaintiff for the reason that said petition does not state facts sufficient to constitute a cause of action against said defendant.

Cole & Bales.

Attorneys for Defendant

Entry  
5243

Afterward on the 31<sup>st</sup> day of October, 1888, an entry was made on the Journal by the Clerk of said Court.

A. J. Staley  
vs  
Allen Haines

Journal 14, Page 528.

This day came the parties and submitted this case to the Court on the demurrer to the amended petition of the said A. J. Staley. Whereupon the Court being fully advised in the premises do overrule said demurrer. Whereupon the defendant not wishing to answer and the Court finding that the plaintiff hath a right to have said judgment rendered on said Cognovit be and the same is hereby set aside and held for naught. This cause be set down for trial on the docket in the name of Allen Haines against A. J. Staley.

To which ruling of the Court and the judgment granting the new trial the said Allen Haines excepts

Attest  
R. M. Croy clerk



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 B. Price, Judge of said Court, of the term of May, to-wit, on the 27<sup>th</sup> 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 10<sup>th</sup> day of October, 1888, Emily M. Adams, Adm<sup>r</sup>., filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Anna Gill et al, to-wit:

Petition Emily M. Adams, Adm<sup>r</sup>. of the estate of Susan Adams dec'd.

5657

vs

Anna Gill & Henry Gill, her husband & Mary Callahan

Court of Common Pleas Union County, Ohio  
For further record in this case see Law Record 32, Page 507

First Cause of Action: Plaintiff is the legally appointed and qualified Administratrix of the estate of Susan Adams, deceased, and is now acting in that capacity.

That on or about the 15<sup>th</sup> day of May, 1883 the said Susan Adams then in full life loaned unto the said defendants Anna Gill and Henry Gill the sum of six hundred and fifty dollars for which amount the said defendants Anna Gill & Henry D. Gill then executed and delivered to said Susan Adams their promissory note payable to the order of Mary Callahan of that date, a copy of which is hereto attached marked exhibit "A." and thereby promised to pay the said sum of money in one year from date.

Second Cause of Action:

Also on or about said 15<sup>th</sup> day of May, 1883 to secure the payment of said note and sum of money said defendants Henry D. Gill and Anna Gill executed and delivered to said Susan Adams their mortgage deed made to and in the name of Mary Callahan as grantee and thereby conveyed to said Mary Callahan the following described premises:

Situated in the Village of Richmond, County of Union and State of Ohio, and being all of lot numbered Seventy-four (74) For further description see recorded Plat of said Village.

The conditions contained in said mortgage was as follows: "Provided always and these presents are upon this condition that if the said Anna Gill and Henry D. Gill shall pay or cause to be paid unto said Mary Callahan or her assigns a certain promissory note of even date herewith executed and delivered by them to

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"the said Mary Callahan, said note calling for  
 "six hundred and fifty dollars payable in the year  
 "with interest, that these presents shall be void,  
 "otherwise to be and remain in full force and virtue  
 "in law forever.

On the 31<sup>st</sup> day of January, 1887, at one o'clock  
 P.M. said mortgage was filed with the Recorder of  
 Union County Ohio in his office and was by him  
 duly recorded on the 2<sup>nd</sup> day of February, 1887 in Volume  
 25, Page 10, of Union County Record of Mortgages and  
 is the first and best lien on said premises.

Plaintiff further states that said note and  
 mortgage was made to and in the name of Mary  
 Callahan for the unpaid convenience of said Susan  
 Adams and was not to be the property of said Mary  
 Callahan neither was she to have the possession  
 of or any interest therein, all of which was fully  
 known and agreed to by all of the defendants herein  
 at the time said note & mortgage was executed and  
 delivered. And said Mary Callahan never did  
 own or have the possession of said note and mortgage  
 or any interest therein previous to the death of  
 said Susan Adams or since the death of said  
 Susan Adams except any right she may have as  
 an heir of said Susan Adams on the final distri-  
 bution of the estate of said Susan Adams, deceased,  
 but said note and mortgage came to the possession  
 of plaintiff as assets of the estate of said Susan  
 Adams and now belongs to plaintiff as said  
 Administratrix.

There is now due and owing plaintiff from  
 said defendants Anna Gill and Henry Gill on  
 said note and mortgage the sum of six hundred  
 and fifty dollars with 6 per cent. interest thereon  
 from the 15<sup>th</sup> day of May 1883. There are no credits  
 or indorsements on said note.

Wherefore plaintiff prays judgment against  
 Anna Gill & Henry Gill for said sum of six hund-  
 red and fifty dollars and interest thereon at 6  
 per cent. from the 15<sup>th</sup> day of May, 1883. That said  
 mortgage be foreclosed and said premises be ordered  
 sold and the proceeds applied to the payment of  
 said claim. That she as said Administratrix be  
 adjudged to be the owner and holder of the same  
 and for all proper relief.

S. B. Gardner,

Attorney for Plaintiff.

State of Ohio  
Union County ss.

S. S. Gardiner being duly sworn says he is the attorney of the above named plaintiff duly authorized in the premises. That said plaintiff is a non resident of Union County, Ohio, and is now absent therefrom. That the facts and allegations in the foregoing petition are true as he verily believes.

S. S. Gardiner.

Sworn to and subscribed before me this 6<sup>th</sup> day of October, 1888.

seal } R. W. Croy, Clerk.

Exhibit

\$650.<sup>00</sup> May 15<sup>th</sup>, 1883.

"A" " One year after date, we promise to pay to the order of Mary Callahan six hundred and fifty dollars, value received.

To the Clerk: Anna Gill  
Henry D. Gill

Issue Summons on this petition to Sheriff of Union County, returnable according to law.

Judgment for \$650.<sup>00</sup> and interest from May 15<sup>th</sup>, 1883 and sale of mortgaged premises prayed for.

Summons

Afterward, on the 10<sup>th</sup> day of October, 1888, a Summons was issued by the Clerk of Court, to wit:

5657 The State of Ohio  
Union County ss To the Sheriff of the County of Union:

We command you to notify Anna Gill, H. D. Gill and Mary C. Callahan that they have been sued by Emily M. Adams, Admpt. of Susan Adams decd in the Court of Common Pleas of Union County, and that unless they answer by the 10<sup>th</sup> day of November 1888 the petition of said plaintiff Emily M. Adams Admpt. 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 22<sup>nd</sup> day of October, A. D. 1888.

Witness my hand and the seal of said Court this 10<sup>th</sup> day of October, 1888.

seal } R. W. Croy, Clerk.

Sheriff's

Return

And afterward on the 26<sup>th</sup> day of October, 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 October, 10<sup>th</sup>, A. D. 1888, at 1 o'clock P. M.

Reply

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and pursuant to its command, on the 22<sup>nd</sup> day of October, 1888, I served the same by delivering a true and certified copy to the within named defendants with the endorsements thereon.

Endorsed: Action for judgment on \$650<sup>00</sup> & interest from May 15<sup>th</sup>, 1883  $\frac{1}{2}$  foreclosure of mortgage.

Answer

Afterward, on the 10<sup>th</sup> day of November, 1888, an answer was filed with the clerk of said Court. Emily M. Adams, Admt.

5657

Or. Court of Common Pleas.  
Answer of Anna Gill & W. W. Gill

And now comes the defendant Anna Gill and Henry W. Gill and say that they paid on the note of \$650<sup>00</sup> sued on in this action the sum of \$500<sup>00</sup> to said Susan Adams in her life time to wit: on or about the 10<sup>th</sup> day of April, 1886, and that she has paid the interest accruing on said note up to the 16<sup>th</sup> day of May, 1888, and that she is not indebted to plaintiff on said note to exceed one hundred and fifty dollars with interest thereon from May - - 1888, and that before the commencement of this suit she tendered to said plaintiff said sum of \$150<sup>00</sup> with interest since the 16<sup>th</sup> day of May, 1888, which was rejected by her. And this defendant now brings said amount of money, to wit: \$150<sup>00</sup> with the interest thereon from May 16<sup>th</sup>, 1888 into Court & tenders the same and therefore asks the Court to require the plaintiff to accept the amount so tendered and brought into Court in full of amount due on said note and mortgage and the same may be cancelled and that she recover her costs.

P. R. Kerr, Atty. for Anna Gill.

State of Ohio,  
Union County, ss.

Anna Gill one of the defendants being sworn says the statements and allegations in the foregoing answer are true as she verily believes.

Anna Gill.

Sworn to before me and subscribed in my presence this 5<sup>th</sup> day of November, 1888.

Jason Case, J. P.

Reply

Afterward, on the 4<sup>th</sup> day of December, 1888, a Reply was filed with the clerk of said Court.

5657

Emily M. Adams Admt.

Or. Anna Gill et al

Court of Common Pleas,  
Union County, Ohio.

Reply

5657

The plaintiff by way of reply to the answer of the defendants say: Since the filing of the petition in this case she has discovered that the defendants have paid as interest on said note the sum of twenty-five dollars on the 30<sup>th</sup> day of May, 1887, and said amount should be credited on said note as of that date.

But plaintiff denies that the interest has been paid on said note up to the 16<sup>th</sup> day of May, 1888, and denies that defendants made a payment of \$500<sup>00</sup> on said note on or about the 10<sup>th</sup> day of April, 1886, or at any other time, and denies that any payment has been made on said note, save and except said payment of twenty-five dollars.

Plaintiff also denies that the defendants, or either of them tendered to her the sum of One hundred <sup>and</sup> fifty dollars with interest since the 15<sup>th</sup> day of May 1888 before the commencement of this suit, and denies that defendants or either of them or any person made any tender to her of any amount on said note; and denies that any tender is now made by the answer herein. Wherefore plaintiff prays judgment and order of sale as in the petition (except as to said twenty-five dollars) and for all proper relief.

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 the plaintiff duly authorized in the premises: that the plaintiff is a non resident of Union County Ohio and is now absent therefrom and the facts and allegations in the foregoing reply are true as he believes.

S. S. Gardiner.

Sworn to and subscribed before me this 28<sup>th</sup> day of November, 1888.

Seal A. C. Howe, Notary Public.

Entry

5657

Afterward, on the 5<sup>th</sup> day of March, 1889, an entry was made on the Journal by the clerk of said Court. Emily M. Adams Adant.

vs

Anna Gill et al

Journal 15, Page 28.

On motion leave was granted to defendant Mary Callahan to plead by March 25<sup>th</sup>.

Entry

5657

Afterward, on the 9<sup>th</sup> day of March, 1889, an entry was made on the Journal by the clerk of said Court. Emily M. Adams

vs

Anna Gill et al

Journal 15, Page 36.

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Amended

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On motion and it being made to appear to the Court that since the filing of the petition in this case the said Emily M. Adams has been removed from her trust as administratrix of said Susan Adams deceased, and R. G. Cotton appointed in her stead by the proper Court.

It is therefore ordered and adjudged by the Court that the said R. G. Cotton be and he hereby is substituted as plaintiff in this case as Administrator of said Susan Adams, deceased.

Afterward, on the 29<sup>th</sup> day of March, 1889, an entry was made on the Journal by the Clerk of said Court.

Emily M. Adams  
vs  
Anna Gill et al | Journal 15, Page 66.

On motion leave was granted to defendants Anna Gill & H. W. Gill to file amended answer in instant.

Amended  
Answer  
5057

Afterward, on the 29<sup>th</sup> day of March, 1889, Amended Answer was filed with the Clerk of said Court.  
Emily M. Adams Admtr. | Court of Common Pleas  
vs | Amended Answer of Anna Gill  
Anna Gill & H. W. Gill. | & H. W. Gill.

And now come the said defendants Anna Gill and H. W. Gill and by leave of Court, this day of - - - and amend their answer in the above case, and say that they admit the execution of the note and mortgage mentioned in plaintiffs petition and say that they paid on said note all the interest accruing thereon up to May 15<sup>th</sup>, 1886. in advance, to wit November 6<sup>th</sup>, 1885. That they paid on said note May 12<sup>th</sup>, 1886 the sum of \$52<sup>00</sup> by draft on Chase National Bank, New York. That on the 4<sup>th</sup> day of February, 1887, they paid on said note in cash to said Susan Adams the sum of \$500<sup>00</sup> (Five hundred dollars) & on the 15<sup>th</sup> day of May, 1887, they paid on said note the sum of \$25<sup>00</sup> by draft on Chase National Bank New York, and that prior to the commencement of this action, to wit: about the 15<sup>th</sup> of May, 1888, they tendered to said plaintiff the balance due on said note, supposed then to be about \$150<sup>00</sup>; provided she produced the note and mortgage endorsed or transferred to her or said Susan Adams by Mary Callihan to whom said note and mortgage was made payable which said plaintiff refused to do but demanded payment of the \$650<sup>00</sup> with interest from the time the note became due; and said the note and mortgage

had not been assigned by Mary Callahan and would not be by her assigned or transferred. Defendants say they were at said time ready, able and willing to pay all that was due upon said note, and also at the time this suit was brought - to any person having the legal title, by assignment and transfer from said Mary Callahan. Said defendants say there is now due on said note, including unpaid interest to this date, the sum of \$110.50 and no more, for which amount they now offer to confess judgment with costs.

P. R. Surri

State of Ohio,  
Union County, ss.

Attorney for Defendants.

H. D. Gill, being sworn say the allegations in the foregoing answer are true as he verily believes.

H. D. Gill

Sworn to before me and subscribed in my presence this 29<sup>th</sup> day of March, 1889.

Seal

R. M. Croxy, Clerk.

Emily M. Adams Admt.

Filed April 3<sup>rd</sup>, 1889.

vs

Court of Common Pleas

Anna Gill et al

Union County Ohio

The plaintiff will take notice that the defendants Anna Gill & H. D. Gill will on Wednesday April 3<sup>rd</sup>, 1889, in open Court offer to allow judgment to be taken against them in the above action for the amount of \$113.<sup>00</sup> and costs to date, and for the foreclosure of the mortgage in plaintiff's petition described.

March 30<sup>th</sup>, 1889.

H. D. Gill & Anna Gill.

A copy of this notice was served on me March 30<sup>th</sup>, 1889 at 2.15 P.M.

Emily M. Adams Admt.

Filed April 3<sup>rd</sup>, 1889. S. S. Gardiner

vs

Court of Common Pleas

Anna Gill & H. D. Gill

And now come the defendants Anna Gill & H. D. Gill and offer to confess judgment on the note and mortgage sued upon in this action for \$113.<sup>00</sup> and costs to date in favor of plaintiff.

March 30<sup>th</sup>, 1889.

H. D. Gill & Anna Gill

A copy of this notice was served on me March 30<sup>th</sup>, 1889 at 2.15 P.M.

S. S. Gardiner, Atty. for Plaintiff.

Entry And on the 3<sup>rd</sup> day of April, 1889, an entry was made on the Journal by the Clerk of said Court.

5057 Emily Adams Admt

Journal 15, Page 76.

Anna Gill et al

On motion by defendant Mary Callahan this cause is continued at her cost of the term. Judgment

Answer  
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for costs. And if said Mary Callahan fail for twenty days to pay said costs of this term that execution issue therefor as unpaid judgments at law.

Answer  
to Cross  
Petition  
5057

Afterward, on the 29<sup>th</sup> day of May, 1889, the following Answer and Cross-Petition was filed with the Clerk of said Court.

R. G. Cotton, Admr. substituted in place of Emily Adams Admr.

Court of Common Pleas  
Union County Ohio

vs  
Anna Gill, Henry D. Gill  
Mary Callahan

Now comes Mary Callahan of the defendants hereto and for separate answer and cross petition says: As to the first cause of action stated in plaintiff petition she admits the following allegations therein to be true, to wit: That the defendants Anna Gill and Henry D. Gill made the note therein described payable to the order of this defendant for six hundred and fifty dollars payable in one year from date thereof. And this defendant denies each and every other allegation in said first cause of action.

As to the second cause of action she admits the truth of the following allegations therein, to wit: that the mortgage therein described was executed to secure the payment of the note therein described for the sum of six hundred and fifty dollars with interest.

And she also admits that the condition of said mortgage is as therein stated, to wit: Provided always, these presents are upon this condition that if Anna Gill and Henry D. Gill shall pay or cause to be paid to the said Mary Callahan or her assigns a certain promissory note of even date herewith executed and delivered by them to said Mary Callahan, said note calling for six hundred & fifty dollars payable in one year with interest, then these presents shall be void otherwise to be and remain in full force and virtue in law forever.

This defendant denies each and every allegation in said second cause of action contained, except the allegation that said note and mortgage are wholly unpaid.

This defendant further answering says that said note and mortgage were stolen about one year ago and that she has not seen either of them since.

And this defendant by way of cross-petition says the defendants Anna Gill and Henry D. Gill executed said note and mortgage in the petition described and

thereby promised to pay to the defendant six hundred and fifty dollars in one year from the 15<sup>th</sup> day of May, 1883, and at the same time to secure the payment of said note executed to this defendant as mortgage the mortgage described in the original petition and thereby conveyed to this defendant the premises described in the petition.

This defendant says that said note and said mortgage have not been paid neither in whole nor in part. She says that said note and mortgage are her property; that Susan Adams who was the mother of this defendant caused said note and mortgage to be executed to her for a full and valuable consideration in payment of a just indebtedness which the said Susan and this defendant for goods furnished sold and delivered for work and labor done as preferred by this defendant for said Susan Adams at her request and by boarding, lodging, care and attention for the said Susan and for her infant son done at the request of her the said Susan and in payment of any claim the said Susan ever had in said note and mortgage or on the money that furnished the consideration thereof.

And this defendant says that said note and mortgage are due, owing and payable to her and the same are wholly unpaid, and says said mortgage is a first lien on said premises, and she prays the Court on final hearing make a decree of foreclosure of said mortgage in favor of this defendant and against the said Anna Gill and Henry W. Gill for six hundred and fifty dollars with interest from May 15<sup>th</sup>, 1883 and that said mortgaged premises be ordered sold and the proceeds applied to the payment of the said claim of this defendant based on said note and mortgage, and that the defendant have such other and further relief as equity and good conscience may require.

P. B. Cole & Son.

Attorneys for Defendant.

State of Kansas,  
Linney County ss

Mary Callahan being first duly sworn says the facts stated, and allegations in her foregoing answer to cross-petition are true as she believes.

Mary Callahan.

Sworn to before me and subscribed in my presence by Mary Callahan this 27<sup>th</sup> day of May, 1889.

C. C. Painter, Notary Public  
Com. Exp. Oct. 31<sup>st</sup>, 1892.

Reply

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Reply

Afterward, on the 12<sup>th</sup> day of June, 1859, a Reply was filed with the Clerk of said Court.

5657

Emily M. Adams,  
vs  
Anna Gill et al

Reply to Answer of Mary Callahan  
Court of Common Pleas, Union Co. Ohio

The plaintiff for reply to the answer of Mary Callahan says she denies that said note or mortgage or either of them were stolen or taken from said Mary Callahan, and she denies that said note and mortgage or either of them are the property of said Mary Callahan, and denies that said Susan Adams caused said note and mortgage to be executed to said Mary Callahan for any consideration whatever and says she denies that said mortgage and note were executed to her for any indebtedness alleged in said answer and denies that said note & mortgage are due to her and therefore pray a decree and order of sale as she did in her petition.

S. S. Gardiner

The State of Ohio,  
Union County, ss.

J. W. Robinson Plff Atty

S. S. Gardiner, being duly sworn says he is one of the attorneys of the plaintiff in the above case, and the plaintiff is not a resident of the said County and he believes the allegations of the above reply are true.

S. S. Gardiner.

Sworn to and subscribed in my presence this 12<sup>th</sup> day of June, 1859.

Seal

R. M. Snow, Clerk.

Reply

Afterward, on the 12<sup>th</sup> day of June, 1859, a Reply was filed with the Clerk of said Court.

5657

Emily M. Adams  
vs  
Anna Gill et al

Reply to Anna Gill et al Amended Answer  
Court of Common Pleas Union Co. Ohio

The plaintiff for reply to the answer of Anna Gill & B. D. Gill says she denies all the allegations of the defendants said amended answer except the allegations of the payment of twenty-five dollars on or about the 15<sup>th</sup> day of May by draft dated May 11<sup>th</sup>, 1856, and therefore plaintiff prays decree and order of sale as plaintiff prayed in her original petition.

S. S. Gardiner

J. W. Robinson, Atty. for Plff.

State of Ohio,  
Union County ss

S. S. Gardiner, being duly sworn says he is

one of the attorneys of the plaintiff in the above cause, and plaintiff is not a resident of said County and he believes the allegations of said reply are true  
J. S. Gardner.

Sworn to before me and signed in my presence  
June 12<sup>th</sup>, 1889.

Seal } R. M. Croy, Clerk.

Entry

5657 Afterward, on the 20<sup>th</sup> day of June, 1889, an Entry was made on the Journal by the Clerk of Court. Entry M. Adams Admt.

Journal 15, Page 138.

vs Anna Gill <sup>2/3</sup> H. D. Gill

This day this cause came on to be heard as between the plaintiff and the defendants Anna Gill <sup>2/3</sup> H. D. Gill and said cause was submitted to the Court upon the evidence. Plaintiff obtained leave to strike out from the petition the prayer for personal judgment. And the Court after hearing the evidence, the arguments of counsel and being fully advised in the premises do find that said defendants Anna Gill and H. D. Gill have made all the payments set up in the amended answer on said note and mortgage, except the payment of \$500<sup>00</sup> alleged to have been made February 4<sup>th</sup>, 1887, which the Court find has not been made, and that there is due and owing from said Anna Gill <sup>2/3</sup> H. D. Gill on said note and mortgage the sum of six hundred <sup>2/3</sup> eighty dollars and thirty eight cents (\$680.<sup>38</sup>) with interest thereon from the 13<sup>th</sup> day of June, 1889.

The Court further finds that said mortgage was recorded as stated in the petition and is the first and best lien on the premises described in the petition, and that the condition of defeasance has been broken and plaintiff is entitled to have defendants Anna Gill <sup>2/3</sup> H. D. Gill equity of redemption foreclosed.

It is therefore ordered and adjudged by the Court that unless the defendants Anna Gill and H. D. Gill within 10 days pay or cause to be paid to the Clerk of this Court the costs in this case (excepting what has been heretofore taxed against Mary Callahan) and also pay into Court the amount so found due upon said note and mortgage, that an order of sale shall issue to the Sheriff of Union County, commanding him to appraise, advertise, and sell said premises as upon execution and bring the proceeds into this Court for further order. And the further hearing of this cause as between the plaintiff and Mary Callahan is continued.

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Afterward, on the 28<sup>th</sup> day of July, 1889, an entry was made on the Journal by the Clerk of said Court, Emily M. Adams Adams.

Journal 15, Page 138.

vs Anna Gill et al

This day come P. R. Derr, Attorney for Defendants, Anna Gill and H. D. Gill and gave notice of their intention to appeal this cause to the Circuit Court.

And the Court fixes the amount of the Appeal Bond at \$100<sup>00</sup>

Mandate from the Circuit Court.

State of Ohio,  
Union County, ss

Circuit Court, Union County, Ohio

At a term of the Circuit Court, without adjournment for the County of Union, in the State of Ohio, began and held before Hon. Henry W. Sney

Hon. Thomas Bee } Presiding Judges  
Hon. John J. Moore }

at Marysville, on the 24<sup>th</sup> day of September, A.D. 1890, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following:  
Emily M. Adams Adams.

5657

vs Anna Gill vs H. D. Gill.

This day came the parties to this cause and submitted this cause to the Court on the pleadings testimony and arguments of course for plaintiff, and for Anna Gill and Henry D. Gill and counsel for Mary Callahan. Whereupon the Court being fully advised in the premises do overrule the motion to dismiss Henry D. Gill; and do find against defendant Mary Callahan and for the plaintiff on the issue joined between them; and that the plaintiff is the owner of said note and mortgage in the petition described.

And the Court find for said plaintiff as administrator and against said defendant on all the issues between them. And the Court find the balance due and unpaid on said note and mortgage this day to be and amount to the sum of five hundred and eighty six dollars and thirty cents (\$586.30) after reducing the interest to six per cent. per annum.

It is therefore considered, ordered and decreed that said defendants Anna Gill vs Henry D. Gill within five days pay to the present administrator of the estate of Susan Adams deceased, said sum to wit: \$586.30 so found due on said mortgage, and interest from this date and all costs except the costs

made by Mary Callahan herein. And in default of payment thereof that an order of sale issue to the Sheriff of this County according to law, commanding him to appraise advertise and sell the premises described in the said petition according to law and bring the proceeds thereof into Court according to law. And it is considered and adjudged by the Court that the cross-petition of Mary Callahan be dismissed at her costs and that plaintiff recover of said Mary Callahan the costs made by her in this case. And this cause is remanded to the Court of Common Pleas of Union County Ohio to carry this order into execution.

Ordered that a special Mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.

Ordered that a copy of this Entry be certified to the Clerk of the Court of Common Pleas of said County for entry. &c:

I, R. M. Croy, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the Seal of said Court this 24<sup>th</sup> day of September, A. D. 1890.

seal

R. M. Croy, Clerk of  
Circuit Court.

State of Ohio,  
County of Union,

Circuit Court of Ohio, within <sup>2/3</sup>  
for Union County.

To the Honorable Court of Common Pleas, within <sup>2/3</sup> for the County of Union, Ohio, Greeting:

We do hereby command that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Emily M. Adams, Administratrix, vs. Anna Gill <sup>vs</sup> H. W. Gill et al into execution.

Witness, R. M. Croy, Clerk of our said Circuit Court, at Marysville, Ohio, this 25<sup>th</sup> day of September, A. D. 1890.

Seal.

R. M. Croy, Clerk.

For further record in this case  
See Law Record 32, Page 507

Attest  
R. M. Croy clerk



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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 Honourable John B. Price, Judge of said Court, of the term of May, to-wit, on the 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that heretofore, to-wit, on the 4<sup>th</sup> day of February, 1890, Antoinette H. Saville filed in the Clerks office of the said Court of Common Pleas the following Petition against W<sup>m</sup> J. Hyde et al.

Petition  
5930

Antoinette H. Saville Exec. of the last Will of Henry M. Saville  
 vs.  
 W<sup>m</sup> J. Hyde Adm. of estate of John B. Hyde, David H. Evans, Lewis Evans her husband, Mary Taylor, Jerry Taylor her husband, Nancy Watts, W<sup>m</sup> Watts her husband, Thomas Hyde and Elizabeth Hyde his wife, Rebecca Jarman <sup>2/3</sup> Oliver Jarman her husband  
 W<sup>m</sup> J. Hyde <sup>1/4</sup> Sarah A Hyde his wife

Court of Common Pleas  
 Union County Ohio  
 Petition, N<sup>o</sup> 5930.

Now comes the said Antoinette H. Saville and for cause of action herein against the said defendants says: That she is the executrix

of the last will and testament of Henry M. Saville deceased, by letters testamentary from the Probate Court of Suffolk County in the State of Massachusetts dated January 31<sup>st</sup>, A. D. 1881.

First Cause of Action:

That on the 26<sup>th</sup> day of June 1879, John B. Hyde executed and delivered to Henry M. Saville, deceased, his certain promissory note of that date for the sum of fourteen hundred dollars with 8 per cent. interest after maturity, of which promissory note the following is a copy with all credits and endorsements thereon.

Copy of Note \$1400<sup>00</sup> . . . Richmond Ind. June 26<sup>th</sup>, 1879  
 Five years after date I promise to pay to the order of Henry M. Saville Fourteen hundred dollars at the Second National Bank, Richmond Indiana. Value received without any relief whatever from valuation and appraisal laws with interest at the rate of 8 per cent. per annum after maturity, payable semi-annually <sup>2</sup>/<sub>4</sub> five per cent attorneys fees. The drawers and endorser 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 the payment of any one of the coupons hereto attached representing the semi-annual interest on this note or any part thereof as they severally become due, that 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 tax or assessment whatever, then and in that event this note and all accrued interest thereon shall immediately become due and may be collected.

Signed } John B. Hyde.

That the interest for the five years for which said note was to run, was evidenced by ten interest coupon notes attached to said note and which interest coupons have been paid.

That the interest accruing since said note matured to wit: June 26<sup>th</sup>, 1884, until June 26<sup>th</sup>, 1889 has been paid as per the following credits:  
 January 15<sup>th</sup>, 1886 paid \$56<sup>00</sup>; June 26<sup>th</sup>, 1886 paid \$56<sup>00</sup>  
 January 5<sup>th</sup>, 1887 paid \$56<sup>00</sup>; June 16<sup>th</sup> 1887 paid \$56<sup>00</sup>.

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Interest paid from June 16<sup>th</sup>, 1887 to December 26<sup>th</sup>, 1887: paid 6 months interest on the within note September 12<sup>th</sup>, 1885, interest to June 26<sup>th</sup>, 1885: paid 6 months interest on the within note August 25, 1888 \$56<sup>00</sup>: Paid 6 months interest on the within note December 24<sup>th</sup>, 1888: paid 6 months interest on the within note June 26<sup>th</sup>, 1889: Interest paid from June 26<sup>th</sup>, 1884 to December 26<sup>th</sup>, 1884. That there are no endorsements on said note.

Second Cause of Action:

That by the express stipulation in said note above set out that in case default be made in the payment of said note after it became due, then and in that event said note had to be collected by proceedings in a Court of Record, then and in that event said payee should be entitled to five per cent attorney's fee on said fourteen hundred dollars, and which agreement for attorney's fee is valid by the law of the State of Indiana Sec 67 Ind. Page 10 is valid where this contract was entered into.

Third Cause of Action:

And plaintiff further says that to secure the payment of said note herein before mentioned, according to the tenor and effect thereof the said John B. Hyde and Eliza Hyde, his wife, duly executed and acknowledged and delivered to the said Henry M. Saville, (deceased) their certain deed bearing date on the 26<sup>th</sup> day of June 1879 and thereby conveyed to the said Henry M. Saville in fee simple, freed from all rights including that of dower of the said Eliza Hyde in and to the same, the following described lands, tenements and hereditaments, situated in the County of Union State of Ohio. Beginning at a stone in place of a beech stump, north-east corner to lot number eleven (11) of the sub-division of Survey N<sup>o</sup> 3470: thence with the east line of lots N<sup>o</sup> 11 & 14 S. 8<sup>o</sup> W. 160 poles to a stake north-west corner to a lot of land conveyed by John B. Hyde to Lewis Evans on the 9<sup>th</sup> day of January, 1877: thence with the north line of said lot S. 81<sup>o</sup> E. 128 poles to a stake north-east corner to said lots of land in the west line of Charles Adams' land: thence with said line passing the north-west corner of said land and with the west line of W. S. Hullois' land N. 8<sup>o</sup> E. 160 poles

two lickers and on the south-east corner of lot No. 9 of said subdivision: thence with the south line of said lot N. 81° W. 128 poles to the beginning, containing 128 acres more or less being part of Survey No. 3470, except 35 7/8 acres sold off of the above described tract to C. C. Elva under by the administrator of John B. Hyde by deed dated May 29, 1886 and recorded in Record of Deeds in said County of Union Vol. 58, Page 387.

Said Deed of mortgage was delivered to the Recorder in the Recorder's Office of said County for record according to law on the 30 day of June 1879 at 1 o'clock P. M. and was duly recorded in Volume 15, Page 221. That said deed of mortgage has a condition thereunder written that in case the said John B. Hyde or Eliza Hyde should pay said interest as it respectively became due and said principal note at maturity then these presents shall be void otherwise said mortgage deed should become absolute and at the option of the holder thereof be subject to foreclosure.

That the said John B. Hyde and Eliza Hyde have wholly failed to pay said principal promissory note or any part thereof, though the same is past due wherefore said deed of mortgage has become absolute.

Plaintiff further says: that since the making and delivering of said deed of mortgage the said John B. Hyde and Eliza Hyde have died. That the said William I. Hyde is the duly appointed Administrator of the estate of John B. Hyde, deceased, by letters of administration from the Probate Court of said County of Union, dated . . . .

That the said administrator has wholly failed to pay said promissory note.

That Hedd H. Evans, Mary Taylor, Nancy Watts, Thomas B. Hyde, Rebecca Jarman and William I. Hyde are the heirs at law of the said John B. Hyde deceased.

Plaintiff further says that there is due to her from the said John B. Hyde the sum of fourteen hundred dollars with eight per cent interest from the 26 day of June, 1887, payable semi-annually.

Wherefore plaintiff prays for judgment against said defendants for the sum of fourteen hundred dollars with 8 per cent. interest from

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the 26<sup>th</sup> day of June, 1889, payable semi-annually and for Security dollars attorneys fee. That said described lands be sold, as upon execution to satisfy plaintiffs said mortgage indebtedness from the said John B. Hyde and the judgment by the plaintiff to be obtained and for costs and all proper relief in the premises.

W. W. Merchant

State of Ohio  
Union County ss

Attorney for Plaintiff.

W. W. Merchant being first duly sworn says that he is the duly authorized attorney of the plaintiff in this action: that the plaintiff Antoinette H. Saville is a non-resident of said County of Union; that the facts stated and allegations made are, as he verily believes true.

W. W. Merchant.

Sworn to before me and subscribed in my presence this 4<sup>th</sup> day of February, 1890.

Seal

R. W. Croy, Clerk.

Affidavit State of Ohio.  
for Union County, ss.

Filed February 4<sup>th</sup>, 1890

Publication

5930

W. W. Merchant attorney for the plaintiff being first duly sworn says that service of summons can not be made in this State on the defendant Thomas B. Hyde, Elizabeth Hyde, Rebecca Jarman & Oliver Jarman and this cause is one of those mentioned in section 5048 of the Revised Statutes of Ohio.

W. W. Merchant.

Sworn to before me and subscribed in my presence this 4<sup>th</sup> day of February, 1890.

Seal

R. W. Croy, Clerk.

Pracipe

5930

Afterward, on the 13<sup>th</sup> day of February, 1890 Pracipe was filed with the Clerk of Court, to wit: To Clerk:

Issue Summons for William S. Hyde Administrator of the estate of John B. Hyde, deceased, Kidd H. Evans & Lewis Evans her husband, Mary Taylor & Jerry Taylor her husband, Nancy Watts & William Watts her husband, William S. Hyde & Sarah A. Hyde his wife, to the Sheriff of Union County Ohio, returnable according to law. Indorse said writ "Action to foreclose mortgage. Amount claimed

\$1400 with 8 per cent. interest from June 26<sup>th</sup> 1889 payable semi-annually and attorneys fees Seventy dollars.

W. W. Merchant

Attorney for Plaintiff.

Summons Afterward, on the 13<sup>th</sup> day of February A. D. 1890 a summons was issued by the Clerk, indorsed as follows:

5930 The State of Ohio | To the Sheriff of said County: Union County.

You are hereby commanded to notify Mrs J. Hyde, Administrator of the estate of John B. Hyde, deceased, Kidd H. Evans and Lewis Evans, her husband, Mary Taylor and Jerry Taylor her husband, Nancy Watts and William Watts her husband, William J. Hyde and Sarah A. Hyde his wife that they have been sued by Antoinette H. Saville, executrix of the estate of Henry M. Saville in the Court of Common Pleas of Union County, and must answer by the 25<sup>th</sup> 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 24<sup>th</sup> day of February, A. D. 1890.

Witness my hand and the seal of said Court, this 13<sup>th</sup> day of February A. D. 1890.

Seal

R. W. Crory, Clerk.

Indorsed: Action for judgment & foreclosure of mortgage. Amount \$1400 with 8 per cent. interest semi-annually from June 26<sup>th</sup>, 1889 and \$70<sup>00</sup> Attorneys fee.

Sheriff Return

5930 And afterward on the 24<sup>th</sup> 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:

Ser. & Return	1 20
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Copy	1 80
Total	\$7 80

State of Ohio | Sheriff's Return.

Received this writ February 13<sup>th</sup> A. D. 1890 at 1 o'clock P. M. and served same by delivering a certified copy thereof with the indorsements thereon to William J. Hyde, Admr. of the estate of John B. Hyde, deceased, Kidd H. Evans, Lewis Evans, Nancy Watts and William Watts, William J. Hyde and Sarah A. Hyde on the 14<sup>th</sup> day of February, 1890 Mary Taylor & Jerry Taylor not found in

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Proof of Publication

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Thomas Martin, Sheriff

Affidavit  
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Publication

Antoinette H. Saville

vs

William I. Hyde et al

Filed February 20<sup>th</sup>, 1890

5930

W. W. Merchant being

first duly sworn says that he is the duly authorized attorney for the plaintiff: that service of summons cannot be made in this State on the defendant Mary Taylor and Jerry Taylor, her husband. And this cause is one of those mentioned in Section 5048 of the Revised Statutes of Ohio.

W. W. Merchant.

Proof  
of

Legal Notice

5930

Thomas B. Hyde, and Elizabeth Hyde his wife, and Rebecca Jarman and Oliver Jarman, her husband, whose place of residence is East Woodway, Adams County, State of Iowa; Mary Taylor and Jerry Taylor of East Woodway, County of Adams, State of Iowa, will take notice that on the 4<sup>th</sup> day of February A. D. 1890, Antoinette H. Saville, executrix of the last will and testament of Henry M. Saville, filed her petition in the Common Pleas Court of Union County, Ohio, in Case No. 5930 against the above named parties and others as the legal representative of John B. Hyde, deceased, praying for the foreclosure of a certain mortgage made by John B. Hyde and Eliza Hyde, his wife, to Henry M. Saville, deceased, on the following described real estate situated in the County of Union, State of Ohio, and being part of Virginia Military Survey No. 3470. Beginning at a stone north-east corner to lot No. 11 of the subdivision of said Survey No. 3470: thence with the east line of lot No. 11 <sup>2</sup>/<sub>4</sub> South 8° W. 160 poles to a stake north-west corner to a lot of land conveyed by John B. Hyde to Lewis Evans: thence with the north line of said lot South 81° East 128 poles to a stake in the West line of Charles Adams' land: thence with said line and with the west line of W. I. Fulton's land North 8° East 160 poles to two hickories and an elm north-east corner to lot No. 9 of said sub-division: thence with the south line of said lot North 81° West 128 poles to the beginning, containing 128 acres, more or less, except 35 <sup>1</sup>/<sub>2</sub> acres sold by William I. Hyde, Administrator to C. C. & Elva Gunder May 27<sup>th</sup>, 1886

given to secure a debt of fourteen hundred (\$1400<sup>00</sup>) dollars with 8 per cent. interest from June 26<sup>th</sup> 1889 interest payable semi-annually and for seventy dollars attorneys fees.

Said parties are required to answer on or before the 20<sup>th</sup> day of April, 1890, or judgment will be taken for said amounts.

Feb. 26<sup>th</sup> 1890

W. W. Merchant,

Printers Fee \$18<sup>00</sup>.

Attorney for Plaintiff.

The State of Ohio,  
Union County ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with February 5<sup>th</sup> 1890.

W. O. Shearer.

Sworn to and subscribed before me, this 27<sup>th</sup> day of May, 1890.

R. M. Croy, Clerk.

By W. M. Wierget, Deputy.

Entry  
5930

Afterward, on the 12<sup>th</sup> day of June, 1890 an entry was made on the Journal by the Clerk of Court.

Antoinette H. Saville

vs

Journal 15, Page 330.

Wm J. Hyde et al

This cause now coming on for hearing on the petition and the evidence the Court find that the defendant William J. Hyde, Administrator of the estate of John B. Hyde, Kidd H. Evans Lewis Evans, Nancy Watts and William Watts, William J. Hyde, and Sarah A. Hyde were duly summoned by the Sheriff of Union County, and that the defendants Mary Taylor, Jerry Taylor, Thomas B. Hyde, Elizabeth Hyde, Rebecca Jarnan and Oliver Jarnan were duly summoned by publication of a notice of the pendency of said action in the Marysville Tribune for the period of six weeks; and that they are in default for answer and demurrer, the allegations of the petition are thereby confessed by them to be true: and that there is due the plaintiff from the said John B. Hyde on the promissory note set forth in the petition with interest to the first day of this term the sum of fifteen hundred <sup>2</sup>/<sub>100</sub> four <sup>3</sup>/<sub>100</sub> <sup>53</sup>/<sub>100</sub> dollars debt and an attorney fee. The Court further find that in

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order to secure the payment of said note the said John B. Hyde and Eliza Hyde his wife executed and delivered to Henry M. Saville deed, their certain mortgage as in the petition described and on the premises therein described that said mortgage was duly recorded in Book 15, Page 221 of the Records of Mortgages of said County of Union, 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 defendants the said sum of (\$1574<sup>53</sup>/<sub>100</sub>) Fifteen hundred and seventy-four and <sup>53</sup>/<sub>100</sub> dollars and his costs as herein expended. And it is further adjudged and decreed that unless the defendants William J. Hyde, Hidd Evans, Mary Taylor, Thomas B. Hyde and Nancy Watts and Rebecca Jarman 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 26<sup>th</sup> day of May, 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 said County of Union directing him to appraise, advertise and sell said premises as upon recitation and report his proceedings to this Court for further order.

Motion Afterward, on the 19<sup>th</sup> day of June, 1890 a Motion was filed with the Clerk of said Court.

5930 Antoinette H. Saville  
vs  
W<sup>ms</sup> J. Hyde Admr. et al  
Now comes the plaintiff by her attorney, and asks the Court that she be allowed an attorney fee of seventy dollars as stipulated in the promissory notes set forth in plaintiff's petition.

W. W. Merchant,  
Attorney for Plaintiff.

Entry Afterward, on the 20<sup>th</sup> day of June, 1890, an Entry was made on the Journal by the Clerk.  
5930 Antoinette H. Saville  
vs  
W<sup>ms</sup> J. Hyde Admr. et al  
Journal 15, Page 343.

This day this cause came on further to be heard on the motion of the plaintiff for supplemental decree allowing and decreeing against the defendants the five per cent attorneys fees contracted for in said note and set forth in plaintiffs petition. And the Court being fully advised in the premises, do find that said plaintiff, under said note and contract, is entitled to said five per cent attorneys fees on the principal of said note making the sum of \$70<sup>00</sup> for collection and the same is allowed to plaintiff as prayed for. And it is ordered that this decree is made supplemental to the decree heretofore rendered in this case.

Order  
of  
Sale  
5930

Afterward, on the 20<sup>th</sup> day of June, 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 12<sup>th</sup> day of June 1890, Antoinette H. Saville Exec. obtained a judgment and decree against William J. Hyde Administrator &c for the sum of Fifteen hundred  $\frac{2}{10}$  seventy-four  $\frac{53}{100}$  dollars, and Twenty dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed that the said W<sup>m</sup> J. Hyde Adm<sup>r</sup>. within 5 days from the 12<sup>th</sup> day of June, A. D. 1890, pay unto the said Antoinette Saville Exec. &c the said sum of Fifteen hundred  $\frac{2}{10}$  seventy-four and  $\frac{53}{100}$  dollars with interest from the 26<sup>th</sup> day of May, 1890 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 5 days aforesaid have fully expired, and the said sum of Fifteen hundred and seventy-four  $\frac{2}{10}$   $\frac{53}{100}$  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

Sheriff's  
Return

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and executions at law, the following lands and tenements, situate in Union County, Ohio, to wit: Beginning at a stone in place of a beech stump north east corner to lot N<sup>o</sup> 11 of the sub-division of Survey N<sup>o</sup> 3470; thence with the east line of lot N<sup>o</sup> 11  $\frac{1}{2}$  14 S. 8<sup>o</sup> W. 100 poles to a stake north-west corner to a lot of land conveyed by John B. Hyde to Lewis Evans on the 9<sup>th</sup> day of January 1877; thence with the north line of said lot S. 81<sup>o</sup> E. 128 poles to a stake N. E. corner to said lot of land in the west line of Charles Adams land: thence with said line passing the north-west corner of said land and with the West line W. J. Fulton's land N. 8<sup>o</sup> E. 100 poles to two markers and an N. E. S. E. corner of lot N<sup>o</sup> 9 of said subdivision; thence with the South line of said lot N. 81<sup>o</sup> W. 128 poles to the place of beginning containing 128 acres more or less, being part of Survey N<sup>o</sup> 3470, except 35  $\frac{1}{2}$  acres sold off of the above described tract to C. C. & Co. by the Administrator of John B. Hyde by deed of May 29<sup>th</sup>, 1886.

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 hereon, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 20<sup>th</sup> day of June A. D. 1890.

Seal } R. W. Croxy, Clerk.

Sheriff's Return

5730

And on the 28<sup>th</sup> day of July, 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 20<sup>th</sup> day of June

Service	\$ 30
Copy	50
Sub. Appis.	1 20
Swear " "	25
Convey "	1 50
Writing Appil.	30
Copy of "	30
Notice to Pte.	30
Affidavit " "	30
Writing Notice	30
Mileage	2 40
Poundage	23 45
Return	25
Total	\$ 31 35
Appraisers Fee	3 00
Printer's Fee	10 75

S. D. 1890 and on the 21<sup>st</sup> day of June, A. D. 1890, I called an inquest of John Mulcahy, W. P. Fulton<sup>245</sup> W. J. Fulton three disinterested free-holders <sup>24</sup> 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 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 26<sup>th</sup> day of July 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 James W. Siltou for the sum of twenty dollars per acre he being the highest bidder therefor and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Proof of Publication

5930

Antoinette H. Saville  
vs  
Wm J. Hyde Admr. et al

Sheriff's Sale

Court of Common Pleas  
Union County Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday July 26<sup>th</sup>, 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 York, County of Union, and State of Ohio, and bounded and

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described as follows: Beginning at a stone in place of a beech stump, north-east corner to lot No. 11 of the sub-division of Survey No. 3470: thence with the east line of lots No. 11 & 14 S. 8° W. 160 poles to a stake north-west corner to a lot of land conveyed by John B. Hyde to Lewis Evans on the 9<sup>th</sup> day of January, 1877: thence with the north line of said lot S. 81° E. 128 poles to a stake N. & corner to said lot of land in the west line of Charles Adams land: thence with said line passing the north-west corner of said land, and with the west line of W. S. Lullons land N. 8° E. 160 poles to two tickles and an elm S. & corner of lot No. 9 of said subdivision: thence with the S. line of said lot N. 81° W. 128 poles to the place of beginning, containing 128 acres more or less, being part of Survey No. 3470, except 35 <sup>1</sup>/<sub>2</sub> acres sold off the above described tract to C. C. Elva Gunder by the Administrator of John B. Hyde by deed of May 29<sup>th</sup>, 1886.

Appraised at \$30<sup>00</sup> per acre. Printers Fee \$10 <sup>00</sup>/<sub>100</sub>  
 Terms of Sale, Cash.

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 5 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in County of Union, the first publication beginning with June 25<sup>th</sup>, 1890.

W. C. Shearer.

Sworn to and subscribed before me, this 24<sup>th</sup> day of July, 1890.

Seal } R. W. Crory, Clerk.

Entry 5930 Afterward on the 1<sup>st</sup> day of August, 1890, an Entry was made on the Journal by the Clerk of said Court.

Antoinette H. Saville  
 vs  
 Journal 15. Page 376.  
 Wm. S. Hyde Admr. et al

On motion of the plaintiff and on her producing the return of the Sheriff of the sale made under the former order of this Court and the Court on careful examination of the proceeding of 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 confirmed and approved.

And it is further ordered that the said Sheriff convey to the purchaser J. W. Tilton, by deed, according to law the property so sold: and that the 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 next to distribute the proceeds of said sale amounting to Eighteen hundred  $\frac{2}{10}$  forty four  $\frac{7}{10}$  dollars (\$1844  $\frac{7}{10}$ ) it is ordered that the Sheriff out of the money in his hands pay

First: To the Treasurer of Union County the taxes, penalties and interest against said property to wit the sum of \$-

Secondly: The costs of this action taxed at \$

Thirdly: To the plaintiff, Antoinette H. Saville the amount hereinbefore found due her with interest to wit: the sum of Fifteen hundred ninety six  $\frac{7}{10}$  ( $\frac{7}{10}$ ) dollars.

Leave to Hamilton W. Donald to file answer setting up claim to surplus in hands of Sheriff, and same filed. The Sheriff is ordered to hold balance after paying costs, and plaintiff's claim to await the further order hereof.

Answer

Afterward on the 30<sup>th</sup> day of August, 1890 an Answer was filed with the Clerk of said Court.

5930 Antoinette Saville Exec. of the Will of Henry Smith

vs J. Hyde Admr. of estate of John B. Hyde et al

In Union County Court of Common Pleas.

Now comes Hamilton W. Donald, and having been made party defendant herein for his separate answer says:

That on the 24<sup>th</sup> day of June, 1885, he recovered a judgment against the estate of said John B. Hyde in the sum of \$85.  $\frac{6}{10}$ .

That said judgment was rendered by P. Cranston of said County who was a Justice of the Peace of Taylor Township. Said William Hyde as Adminis-

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trator of said estate voluntarily appeared before said Justice of the Peace and confessed said judgment. There remains unpaid upon said judgment the sum of \$84.<sup>30</sup> with interest from the 1<sup>st</sup> day of December, 1885.

Said William Hyde as such administrator has never made any settlement with the Probate Court of said County, and although having funds in his hands has never paid or attempted to pay any part of the sum remaining upon said judgment.

The plaintiff says that on the 2<sup>nd</sup> day of July, 1887, he took out a transcript upon said judgment and has placed the same in the office of the Clerk of this Court. And this defendant says the time has long since elapsed since the said administrator should have paid said judgment, and that the same should now be paid out of the funds in the hands of the said Sheriff arising from the sale of said lands.

Wherefore this defendant prays that the said Sheriff may be ordered to pay out of the funds still in his hands arising from the sale of said lands, the said judgment and interest, and for all such other and further relief as may be equitable and the nature of the case may require.

J. D. Cameron Attorney for Hamilton W. Donald.

The State of Ohio,  
Union County ss.

J. D. Cameron, being first duly sworn deposes and says: that he is the attorney for said Hamilton W. Donald duly authorized in the premises, that said Hamilton W. Donald is not a resident of said County and this affiant believes the allegations in the foregoing petition to be true.

J. D. Cameron.

Sworn to before me and signed in my presence this 30<sup>th</sup> day of August, 1890.

Seal

R. W. Crory, Clerk.

Attest  
R. W. Crory Clerk

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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 S. Price, Judge of said Court of the term of May, to-wit: on the 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit: on the 15<sup>th</sup> day of May, 1890, Allen M. Holden filed in the Clerk's Office of the said Court of Common Pleas the following Petition against S. B. Butler et al.

Petition Allen M. Holden

vs

5993 A. B. Butler <sup>240</sup>  
Susan Butler, his wife

Court of Common Pleas,  
Union County Ohio.

Plaintiff says: On or about the 21<sup>st</sup> day of June, 1886, the defendant S. B. Butler executed and delivered to plaintiff his four promissory notes all dated June 21<sup>st</sup>, 1886 and thereby promised to pay to plaintiff or order the sum of seventy-five dollars April 3<sup>rd</sup>, 1887, seventy-five dollars April 3<sup>rd</sup>, 1888, seventy-five dollars April 3<sup>rd</sup>, 1889, seventy-five dollars April 3<sup>rd</sup>, 1890, and 6 per cent. interest on all of said notes from April 3<sup>rd</sup>, 1886, copies of which notes are hereto attached marked A. B. C. & D. together with all credits and indorsements thereon.

The said defendant S. B. Butler also to secure the payment of said notes on or about the said 21<sup>st</sup> day of June 1886 executed and delivered to plaintiff his mortgage deed and thereby conveyed to plaintiff the following described premises to-wit: Situated in the Village of Richwood County of Union and State of Ohio and being all of Tr. Lots numbered Two hundred <sup>240</sup>eighty-nine (289) <sup>240</sup>Two hundred and ninety (290) in Marriott's Addition to said Village, for further reference see recorded plat of said addition <sup>240</sup>to said Village. The conditions contained in said mortgage was as follows:

Provided always and these presents are upon this condition that if the said Abraham Butler shall pay, or cause to be paid unto the said Allen M. Holden his four promissory notes for the sum of \$75<sup>00</sup> each due and payable April 3<sup>rd</sup>, 1887, 1888, 1889 <sup>240</sup>1890 and bearing 6% interest from April 3<sup>rd</sup>, 1886, dated June 21<sup>st</sup>, 1886, all given for the purchase money of said premises - then

These presents shall be void, otherwise to be and remain in full force and virtue in law forever."

On the 13<sup>th</sup> day of July, 1886 at 1 o'clock P. M. said mortgage was filed with and in the office of the Recorder of Union County Ohio and by him duly recorded on the 14<sup>th</sup> day of July, 1886 in Vol. 21, Page 527 of the Records of Mortgages of Union County Ohio, and the same is still a valid and subsisting lien on said premises and is the first and best lien thereon and was given for the purchase money thereof and said wife of said R. B. Butler has no dower or interest in said premises as against said mortgage, said mortgage has become absolute.

There is due and owing plaintiff on said notes the sum of Three hundred dollars and 6 per cent. interest thereon from April 3<sup>rd</sup>, 1886, except said credits on said first note to-wit: \$6<sup>62</sup> May 9<sup>th</sup>, 1887, \$25<sup>00</sup> September 30<sup>th</sup> 1887, July 1<sup>st</sup>, 1888 \$3<sup>25</sup> July 1<sup>st</sup>, 1889 \$3<sup>50</sup>. Plaintiff is still the legal owner and holder of said notes and mortgage.

Wherefore plaintiff prays judgment on said notes against said defendant R. B. Butler for said sum of \$300<sup>00</sup> and interest at 6 per cent from April 3<sup>rd</sup>, 1886 less said credits above set forth. That said mortgage be foreclosed said premises be ordered to be sold and the proceeds applied toward the payment of said debt and execution awarded for the balance and for all proper relief.

S. S. Gardiner

State of Ohio,  
Union County, ss

Attorney for Plaintiff.

S. S. Gardiner being duly sworn says he is the attorney of record of said plaintiff duly authorized in the premises. That the 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 very believes.

S. S. Gardiner

Sworn to and subscribed before me this 14<sup>th</sup> day of May, 1890.

Seal

W. W. Sanders Notary Public.

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Copy of \$75<sup>00</sup>. Richwood Ohio, June 21<sup>st</sup>, 1886.  
 Note April 3<sup>rd</sup>, 1887, after date, I promise to pay  
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 dollars at Bank of Richwood. Value received  
 with interest at 6 per cent. from April 3<sup>rd</sup>, 1886.  
 A. B. Butler.

Indorsed:  
 Six dollars <sup>and</sup> sixty-two cents (\$6<sup>62</sup>) paid  
 May 7<sup>th</sup>, 1887; Paid September 3<sup>rd</sup>, 1887 Twenty five  
 dollars; July 1<sup>st</sup>, 1888 paid \$3<sup>25</sup>; Paid July 1<sup>st</sup>, 1889 \$3<sup>50</sup>

Copy of \$75<sup>00</sup>. Richwood Ohio, June 21<sup>st</sup>, 1886.  
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 the order of Allen M. Holden Seventy-five dollars  
 at Bank of Richwood. Value received with  
 interest at 6 per cent. from April 3<sup>rd</sup>, 1886.  
 A. B. Butler.

Præcipe To the Clerk:  
 Issue Summons to Sheriff of Union  
 County for defendants. Indorse amount claim-  
 ed \$300<sup>00</sup> <sup>and</sup> interest at 6 per cent. from April 3<sup>rd</sup>  
 1886 less credits of \$38<sup>87</sup> and foreclosure of mortgage

Summons  
 5993 Afterward, on the 15<sup>th</sup> day of May, A. D. 1890,  
 a Summons was issued by the Clerk of Court.  
 The State of Ohio, | To the Sheriff of said County  
 Union County. | You are hereby commanded to notify  
 A. B. Butler and Susan Butler that they have  
 been sued by Allen M. Holden in the Court of  
 Common Pleas of Union County, and must  
 answer by the 14<sup>th</sup> day of June A. D. 1890 or the  
 petition of the said plaintiff will be taken  
 as true, and judgment rendered according.  
 You will make due return of this  
 Summons on the 26<sup>th</sup> day of May, A. D. 1890

Copy of \$75<sup>00</sup>. Richwood Ohio, June 21<sup>st</sup>, 1886.  
 Note April 3<sup>rd</sup>, 1887, after date, I promise to pay  
 to the order of Allen M. Holden Seventy-five  
 dollars at Bank of Richwood. Value received  
 with interest at 6 per cent. from April 3<sup>rd</sup>, 1886.  
 A. B. Butler.  
 Indorsed:  
 Six dollars <sup>and</sup> sixty-two cents (\$6<sup>62</sup>) paid  
 May 7<sup>th</sup>, 1887; Paid September 3<sup>rd</sup>, 1887 Twenty five  
 dollars; July 1<sup>st</sup>, 1888 paid \$3<sup>25</sup>; Paid July 1<sup>st</sup>, 1889 \$3<sup>50</sup>  
 Copy of \$75<sup>00</sup>. Richwood Ohio, June 21<sup>st</sup>, 1886.  
 Note April 3<sup>rd</sup>, 1888 after date I promise to pay to  
 the order of Allen M. Holden Seventy-five dollars  
 at Bank of Richwood. Value received with interest  
 at 6 per cent from April 3<sup>rd</sup>, 1886.  
 A. B. Butler.  
 Copy of \$75<sup>00</sup>. Richwood Ohio, June 21<sup>st</sup>, 1886.  
 Note April 3<sup>rd</sup>, 1889 after date, I promise to pay  
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 dollars at Bank of Richwood. Value received  
 with interest at 6 per cent from April 3<sup>rd</sup>, 1886.  
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 Copy of \$75<sup>00</sup>. Richwood, Ohio, June 21<sup>st</sup>, 1886.  
 Note April 3<sup>rd</sup>, 1890, after date I promise to pay to  
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 at Bank of Richwood. Value received with  
 interest at 6 per cent. from April 3<sup>rd</sup>, 1886.  
 A. B. Butler.  
 Præcipe To the Clerk:  
 Issue Summons to Sheriff of Union  
 County for defendants. Indorse amount claim-  
 ed \$300<sup>00</sup> <sup>and</sup> interest at 6 per cent. from April 3<sup>rd</sup>  
 1886 less credits of \$38<sup>87</sup> and foreclosure of mortgage  
 Summons  
 5993 Afterward, on the 15<sup>th</sup> day of May, A. D. 1890,  
 a Summons was issued by the Clerk of Court.  
 The State of Ohio, | To the Sheriff of said County  
 Union County. | You are hereby commanded to notify  
 A. B. Butler and Susan Butler that they have  
 been sued by Allen M. Holden in the Court of  
 Common Pleas of Union County, and must  
 answer by the 14<sup>th</sup> day of June A. D. 1890 or the  
 petition of the said plaintiff will be taken  
 as true, and judgment rendered according.  
 You will make due return of this  
 Summons on the 26<sup>th</sup> day of May, A. D. 1890

Witness my hand and the seal of said Court this 15<sup>th</sup> day of May, A. D. 1890.

Seal } R. W. Gray, Clerk.

Endorsed: Action for Judgment & foreclosure of mortgage. Amount claimed \$300<sup>00</sup> at 6% from April 3<sup>rd</sup> 1886 less credits of \$38<sup>27</sup>.

Sherriff And on the 24<sup>th</sup> day of May, 1890, the Sheriff of Return said County returned said writ to the Clerk's Office in said County, which return is as follows:

State of Ohio | Union County | Sheriffs Return

Ser & Ret.	45
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Copy	40
Total	\$4 05

Received this writ May 15<sup>th</sup> A. D. 1890, at 1 o'clock P. M. & served same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 23<sup>rd</sup> day of May, 1890.

Thomas Martin, Sheriff.

Entry

5993 Afterward on the 18<sup>th</sup> day of June, 1890 an entry was made on the Journal by the Clerk of said Court.

Allen M. Holden

vs

A. B. Butler et al

Journal 15, Page 336.

This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court find that the defendants A. B. Butler and Susan Butler have been duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the defendant A. B. Butler on the notes set forth in the petition with interest to the date of this decree the sum of \$331<sup>70</sup>.

The Court further find that in order to secure the payment of said note the defendants A. B. Butler & Susan Butler his wife executed and delivered to said Allen M. Holden, the plaintiff their certain mortgage as in the petition described and on the premises therein described and that said mortgage was duly recorded in Book No. 21, Page 527 of the records of mortgages of Union County and is the first and best lien on the premises described in the petition and was given for the purchase money of the said premises and that the condition in said mortgage has been broken.

It is therefore considered by the Court that the plaintiff recover of the said defendant A. B. Butler the

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said sum of \$331.<sup>19</sup> and his costs therein expended. And it is further adjudged and decreed that unless the defendant A. B. Butler 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 therein the sum so found due as aforesaid with interest from the date of this decree the defendant's equity of redemption be foreclosed and said premises shall be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise, advertise & sell said premises as upon execution and report his proceedings to this Court for further order.

Order  
of  
Sale

Afterward, on the 8<sup>th</sup> day of July, 1890 an Order of Sale was issued by the Clerk of Court The State of Ohio.

5993

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 18<sup>th</sup> day of June 1890 Ellen M. Holden obtained a judgment and decree against A. B. Butler and Susan Butler for the sum of three hundred thirty one <sup>2</sup>/<sub>10</sub> dollars and nine and <sup>2</sup>/<sub>10</sub> dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said A. B. Butler and Susan Butler within five days from the 18<sup>th</sup> day of June A. D. 1890 pay unto the said Ellen M. Holden the said sum of three hundred and thirty one and <sup>2</sup>/<sub>10</sub> dollars with interest from the 26<sup>th</sup> day of May, 1890 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 five days aforesaid have fully expired and the said sum of three hundred and thirty one <sup>2</sup>/<sub>10</sub> 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:

In the Village of Richwood, and being all of

'In Lots' numbered Two hundred & eighty-nine (289) and Two hundred and ninety (290) in Marriott's Addition to said Village. For further reference see recorded Plat of said Addition and Village.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 8<sup>th</sup> day of July, A.D. 1890.

Seal

Sheriff's Return

And on the 27<sup>th</sup> day of August, 1890, the Sheriff of said County returned said Writ to the Clerk's Office in said County, which return is as follows:

Service	\$ 60
Levy	50
Sub. Appre.	1 20
Swear	25
Convey	50
Writing Appr.	30
Copy of "	30
Notice to Ptr.	30
Affidavit "	30
Writing Notice	30
Mileage	3 20
Return	25
Total	\$8 00
Appraisers Fee	\$ 3 00
Printers Fee	\$ 0 05

The State of Ohio,  
Union County, ss. Sheriff's Return.  
Received this writ the 8<sup>th</sup> day of July A.D. 1890, and on the 15<sup>th</sup> day of July A.D. 1890, I called an inquest of P. B. Wapugar, Isaac Bate and John Wiley 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: \$500<sup>00</sup>) 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 Richmond Gazette a newspaper printed in said Union County and of general circulation therein, as will appear

Proof of Publication Allen

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by a copy of said advertisement hereto attached.  
 And on the 10<sup>th</sup> day of August 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 Allen M. Golden for the sum  
 of three hundred and thirty-four dollars, he  
 being the highest bidder therefor, and the sum  
 bid being more than two-thirds of the appraised  
 value.

Thomas Martin Sheriff

Proof of  
 publication

Sheriff's Sale

Allen M. Golden

Court of Common Pleas  
 Union County, Ohio

5793

A. B. Butler et al

By virtue of the above stated writ  
 to me directed from the Court of Common Pleas  
 of Union County, Ohio. I will offer for sale at the  
 North door of the Court House, in Marysville, Ohio  
 on Saturday, August 16<sup>th</sup>, 1890, at or about the hour  
 of one o'clock P.M. on said day the following de-  
 scribed real estate, to wit: Situated in the Township  
 of Claibourne, County of Union and State of Ohio  
 and bounded and described as follows: In the  
 Village of Richwood, and being all of Lots No 289  
 & No 290 in Marriotts Addition to said Village.

For further reference see recorded plat of said  
 Addition and Village.

Appraised at \$500<sup>00</sup>. Terms of Sale, Cash.

S. S. Gardner, Atty.

Thomas Martin, Sheriff.

State of Ohio  
 Union County ss

I, J. C. Graham, publisher, being duly  
 sworn, say that the notice hereto attached was  
 published in the Richwood Gazette on the 17<sup>th</sup> day  
 of July, 1890, and continued therein five consecutive  
 times, during all of which time said newspaper  
 was printed and in general circulation in said  
 County.

J. C. Graham

Subscribed to and subscribed before me, this 15<sup>th</sup>  
 day of August, 1890.

S. S. Gardner

Notary Public.

Printers Fee \$10.05

Probate 25

\$10.30

Seal

Entry

Afterward on the 3<sup>rd</sup> day of November, 1890, an entry was made on the Journal by the Clerk.

5993 Allen M. Holden

vs

Journal 15, Page 398.

A. B. Butler et al

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

Allen M. Holden by deed in fee simple the lands and tenements so sold; and the said purchase is hereby subrogated to all the rights of the said lien holders in said premises, so far as they may be paid 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 owing now to

distribute the proceeds of said sale amounting to \$334.<sup>00</sup> it is ordered that the Sheriff out of the money in his hands pay

first: To the Treasurer of this County the taxes on said property amounting to \$28.<sup>70</sup>.

Secondly: The costs of this action taxed at \$31.<sup>53</sup>.

Thirdly: To the plaintiff the balance of said purchase money, to wit: \$274.<sup>77</sup> to apply on the judgment in his favor against the defendant.

And it is further ordered that the Clerk cause cancellation of said mortgage to be entered on the record thereof in the Recorders Office in said County.

Attest  
A. M. Crony clerk



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Plas 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 May, to wit, on the 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit, on the 24<sup>th</sup> day of May, 1890, Remben W. Weisz filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John W. Clark et al.

Petitioner Remben W. Weisz

vs

5999 John W. Clark <sup>and</sup>  
Hannah Clark his wife

Court of Common Pleas  
Union County, Ohio.

First Cause of Action: Plaintiff says: On or about the 18<sup>th</sup> day of February, 1889 the said John Clark executed and delivered to him his promissory note for the sum of \$419<sup>00</sup>, a copy of which is hereto attached marked "Exhibit A". There are no credits or indorsements thereon, and plaintiff is still the legal owner and holder thereof.

On or about said 18<sup>th</sup> day of February, 1889 to secure the payment of said note the said John W. Clark and Hannah Clark, his wife, executed and delivered their mortgage and thereby conveyed to plaintiff the following described premises to wit: "The entire interest of the said grantors being the undivided  $\frac{1}{2}$  part of the following real estate situate in the County of Union in the State of Ohio, in the Township of York, Survey N<sup>o</sup> 3234, 3237  $\frac{1}{2}$  3238 and bounded and described as follows, viz: Beginning in the center of the cross roads at York Centre: thence with the York Centre and Union road S 2<sup>o</sup> E 113 poles to a stone in the south line of Survey N<sup>o</sup> 3234: thence with said S 83 $\frac{1}{2}$ <sup>o</sup> E 57 $\frac{1}{2}$  poles to a stone, Hickory, Elm and buckeye south-east corner of said Survey N<sup>o</sup> 3234: thence with the east line of said N<sup>o</sup> 3239 S 8 $\frac{1}{4}$ <sup>o</sup> W. 20 poles to a stone south-west corner to a lot of land containing 16 acres conveyed by J. D. Man to James Bonbeck September 1<sup>st</sup>, 1803: thence with the south line of said lot N. 82 $\frac{1}{2}$ <sup>o</sup> E. 19 $\frac{1}{2}$  poles to a stone: thence N 8 $\frac{1}{4}$ <sup>o</sup> E. 115 poles (parallel with the south line of said Survey N<sup>o</sup> 3234) to a stone in the center of the Richwood and York Centre gravel road: thence

with the center of said road N. 70° W. 100  $\frac{2}{3}$  poles to the beginning containing 57 acres and 116 poles. Being the same premises conveyed to George Davis by Simley W. Davis, recorded in Vol 45, Page 202 containing 37  $\frac{2}{3}$  acres in Survey N<sup>o</sup> 3234 and 14 acres in Survey N<sup>o</sup> 3237.

Also a lot conveyed to George Davis by David Davis Jr. recorded in Vol. 52, Page 356, containing 3 acres and 127 poles.

Also a lot conveyed to George Davis by J. W. Shultz recorded in Vol. 55, Page 4 containing  $\frac{1}{3}$  of an acre.

Also a lot of 32  $\frac{1}{5}$  acres to George Davis by Oliver B. Davis by deed dated December 13<sup>th</sup>, 1881, to George Davis by Annou Davis by deed dated February 15<sup>th</sup>, 1883. Bounded and described as follows, viz:

Beginning at the south-west corner of John W. Cahill's land in Survey N<sup>o</sup> 3238: thence N. 82° 4' - W. 41  $\frac{1}{2}$  poles to a stone: thence N. 8° 4' E. 20 poles to a stone: thence N. 82° 4' - W. 41  $\frac{1}{4}$  poles to a stone on the survey line of Survey N<sup>o</sup> 3239: thence N. 8° 4' - E. with said survey line 42 poles to a stone: thence S. 82° 3' - E. 89  $\frac{5}{8}$  poles to a stone north-west corner to John W. Cahill's land: thence S. 8° 4' W. 21 poles to the place of beginning containing 32  $\frac{1}{5}$  acres more or less. The whole amount intended to be conveyed be 90 acres more or less.

The intention herein being to convey the entire interest of the said Hannah Clark in the estate of her father Robert W<sup>o</sup> Kentire now deceased.

Plaintiff further says: That since the execution and delivery of said note and mortgage to him an action was brought in the Court of Common Pleas of Union County Ohio to partition said lands; - and an order of partition was granted by said Court, and said land was partitioned and divided and ten acres of said land was set off to the said defendants Hannah Clark, and dower was assigned to the widow of said Robert W<sup>o</sup> Kentire and which ten acres is bounded and described as follows, to wit: Situated in the Township of York County of Union and State of Ohio, being Division N<sup>o</sup> 4, part of Surveys N<sup>o</sup> 3234  $\frac{2}{3}$  & 3257. Beginning at a stake in the center of the Newton and York Centre gravel road and south west corner of Robert W<sup>o</sup> Kentires land: thence with the South line

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of said land (passing a stone in the edge of the grade) S 79° E. 83 <sup>3</sup>/<sub>10</sub> poles to a stone corner of said land in the west line of Virgil Harris' land: thence with said line S 11° W. 19 <sup>1</sup>/<sub>10</sub> poles to a stone north east corner of John W. W. Clark's land: thence with the north line of said land N. 79° W. 80 poles (passing a stone in the edge of the grade) to a stake corner of said land and in the center of the said Union and York gravel road thence with the center of said road N. 1° E. 19 <sup>1</sup>/<sub>10</sub> poles to the beginning, containing ten acres more or less.

That the condition contained in said mortgage was as follows: "Provided always and these presents are upon this condition that if the said John W. Clark and Hannah Clark shall pay or cause to be paid unto the said Reuben Weisz his heirs or assigns the sum of \$419<sup>00</sup> due in one year from this date with 8 per cent interest as evidenced by their promissory note of this date then these presents shall be void, otherwise to be and remain in full force and virtue."

On the 20<sup>th</sup> day of February, 1889 at 2 o'clock P.M. said mortgage was filed with and in the office of the recorder of Union County Ohio and was by him duly recorded on the 5<sup>th</sup> day of March 1889 in Volume 27, Page 439 of Union County records of mortgages and is the first and best lien on said ten acres; said mortgage has become absolute.

There is due and unpaid on said note the sum of \$419<sup>00</sup> with 8 per cent interest thereon from 18<sup>th</sup> day of February, 1889.

Wherefore plaintiff prays judgment on said note against said John W. Clark for said sum of \$419<sup>00</sup> and 8 per cent interest thereon from February 18<sup>th</sup>, 1889, that said mortgage be foreclosed said premises be ordered to be sold and the proceeds applied towards the payment of said judgment and for all proper relief.

S. S. Gardiner  
Attorney for Plaintiff.

State of Ohio  
Union County, ss

Reuben W. Weisz, being duly sworn says he is the plaintiff in this action; that the facts and allegations in the foregoing petition are true as he believes.

Reuben W. Weisz.

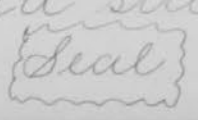
Sworn to and subscribed before me this 22<sup>nd</sup> day of May, 1890.  D. W. Sanders, Notary Public.

Exhibit \$419<sup>00</sup>. Richwood, Ohio, February 18<sup>th</sup>, 1889.

"A" One year after date I promise to pay Reuben W. Weisz, or order, the sum of Four Hundred and ninety dollars. Value received with 8 per cent interest from date.

John W. Clark.

Secured by mortgage on Robert W. Cutler's estate by Hannah Clark.

Process To the Clerk:

Issue Summons for defendant to Sheriff of Union County Ohio, returnable according to law. Amount for which judgment will be taken on default \$419<sup>00</sup> and 8 per cent, interest from February 18<sup>th</sup>, 1889, and foreclosure of mortgage.

S. S. Gardiner, Atty.

Summons Afterward on the 24<sup>th</sup> day of June 1890, a Summons was issued by the Clerk of said Court indorsed to wit: 5999 The State of Ohio.

Union County ss To the Sheriff of said County.

You are hereby commanded to notify John W. Clark and Hannah Clark that they have been sued by Reuben Weisz in the Court of Common Pleas of Union County and must answer by the 21<sup>st</sup> 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 2<sup>nd</sup> day of June A.D. 1890.

Witness my hand and the seal of said Court this 24<sup>th</sup> day of June, A.D. 1890.

Seal

R. W. Bragg, Clerk.

By W. M. Winger, Deputy.

Indorsed: Action for Judgment and Foreclosure of Mortgage. Amount claimed \$419<sup>00</sup> interest 8% from February 18<sup>th</sup>, 1889.

Sheriff's Return

5999 And on the 2<sup>nd</sup> day of June, 1890, the Sheriff of said County returned said Writ to the Clerk's Office in said County which return is as follows:

Ser's Return	\$ 30
Adl. Dfts.	15
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Copy	40
Total	\$3 65

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

Received this Writ May 24<sup>th</sup> A.D. 1890 at 9 o'clock A.M. and served same by leaving a certified copy thereof with the indorsements thereon at the usual place of residence of each of the within named defendants on the 27<sup>th</sup> day of May, 1890.

Thomas Martin, Sheriff.

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Afterward on the 25<sup>th</sup> day of June, 1890, an entry was made on the Journal by the Clerk

Reuben W. Weisz

vs

John W. Clark et al

Journal 15, Page 352

This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court find that the defendants John W. Clark and Hannah Clark have been duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the defendant John W. Clark on the promissory note set forth in the petition with interest to the first day of this term the sum of \$461.<sup>00</sup>/<sub>100</sub>.

The Court further find that in order to secure the payment of said note the defendants John W. Clark and Hannah Clark, his wife, executed and delivered to said plaintiff their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Volume 27, Page 439 of the Records of Mortgages of Union County Ohio, and is the first and best lien on the premises described in the petition and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant John W. Clark the said sum of \$461.<sup>00</sup>/<sub>100</sub> and his costs therein expended. And it is further adjudged and decreed that unless the defendant John W. Clark shall within 5 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff therein the amount so found due him with interest from the 26<sup>th</sup> day of May, 1890 at 8% 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.

Order of Sale  
The State of Ohio  
5999

Afterward, on the 5<sup>th</sup> day of July, 1890, an Order of Sale was issued by the Clerk of said Court 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 25<sup>th</sup> day of June 1890 Reuben Wieg obtained a Judgment and Decree against John W. Clark & Hannah Clark his wife for the sum of four hundred and sixty one  $\frac{2}{3}$   $\frac{6}{100}$  dollars and nine  $\frac{2}{3}$   $\frac{6}{100}$  dollars costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed that the said John Clark and wife within 5 days from the 25<sup>th</sup> day of June, A.D. 1890 pay unto the said Reuben Wieg the said sum of four hundred and sixty one  $\frac{2}{3}$   $\frac{6}{100}$  dollars with interest from the 26<sup>th</sup> day of May 1890 and costs aforesaid; and, on default to pay the same that an Order of Sale issue to the Sheriff of said County commanding, 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.

And whereas, the five days aforesaid have fully expired, and the said sum of four hundred and sixty one  $\frac{2}{3}$   $\frac{6}{100}$  dollars <sup>240</sup> 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 & sell according to the statute regulating Judgments & Executions at law, the following lands and tenements, situate in Union County Ohio, to wit: Township of York, and Survey N<sup>o</sup> 3234, 3237 and 3238, bounded and described as follows: Beginning in the center of the cross-roads at York Centre: thence with the York Centre and Newlan road S 2<sup>o</sup> - E. 113 poles to a stone in the south line of Survey N<sup>o</sup> 3234: thence with said S. 83 $\frac{1}{2}$  E. 57 $\frac{1}{2}$  poles to a stone, hickory, elm and buckeye, south-east corner of said Survey N<sup>o</sup> 3234: thence with the east line of Survey N<sup>o</sup> 3234 S 1 $\frac{1}{4}$  - W. 20 poles to a stone S.W. corner to a lot of land containing 10 acres conveyed by J. W. Mann to James Hornbeck September 1<sup>st</sup>, 1863: thence with the south line of said lot N. 82 $\frac{1}{2}$  - E. 19 $\frac{1}{2}$  poles to a stone: thence N. 8 $\frac{1}{4}$  E. 115 poles (parallel with the south

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line of said Survey N<sup>o</sup> 3234) to a stone in the center of the Richwood and York Centre gravel road: thence with the center of said road N. 70° W. 100<sup>8</sup>/<sub>10</sub> poles to the beginning containing 57 acres and 116 poles, being the same premises conveyed to George Davis by Furley D. Davis recorded in Volume 45, Page 262, containing 39<sup>3</sup>/<sub>5</sub> acres in Survey N<sup>o</sup> 3234, and 14 acres in Survey N<sup>o</sup> 3237.

Also a lot conveyed to George Davis by David Davis Jr. recorded in Volume 52, Page 356 containing 3 acres and 127 poles.

Also a lot conveyed to George Davis by J. W. Shultz recorded in Volume 55, Page 4 containing  $\frac{1}{3}$  of an acre.

Also a lot of 32<sup>1</sup>/<sub>5</sub> acres to George Davis by Oliver B. Davis by deed dated December 13<sup>th</sup>, 1881, and to George Davis by Anna Davis by deed dated February 15<sup>th</sup>, 1883 bounded and described as follows, viz:

Beginning at the south-west corner of John W. Cahill's land in Survey N<sup>o</sup> 3238: thence N. 32<sup>1</sup>/<sub>4</sub>° W. 47<sup>7</sup>/<sub>10</sub> poles to a stone: thence N. 8<sup>1</sup>/<sub>4</sub>° E. 29 poles to a stone: thence N. 82<sup>1</sup>/<sub>4</sub>° W. 41<sup>3</sup>/<sub>4</sub> poles to a stone in the Survey line of Survey N<sup>o</sup> 3239: thence N. 8<sup>1</sup>/<sub>4</sub>° E. with said Survey line 42 poles to a stone: thence S 82<sup>3</sup>/<sub>4</sub>° E. 89<sup>5</sup>/<sub>10</sub> poles to a stone in the north-west corner to John W. Cahill's land: thence S 8<sup>1</sup>/<sub>4</sub>° W. 71 poles to the place of beginning containing 32<sup>1</sup>/<sub>5</sub> acres, more or less. The whole amount intended to be conveyed being ten acres more or less. The intention herein being to convey the entire interest of the said Hannah Clark in the estate of her father Robert M<sup>o</sup> Cutire now deceased.

Described as follows, to wit: Division N<sup>o</sup> 4 To Hannah Clark in Union County Ohio and part of Surveys N<sup>o</sup> 23234 & 23257. Beginning at a stone in the center of the Newton and York Centre road and south-west corner to Robert M<sup>o</sup> Cutire's land: thence with the south line of said land (passing a stone in the edge of the grade) S. 79° E. 83<sup>3</sup>/<sub>10</sub> poles to a stone corner of said land in the west line of Virgil Harris land: thence with said line S 11° W. 19<sup>8</sup>/<sub>10</sub> poles to a stone north-east corner of John W. M<sup>o</sup> Cutire's land: thence with the north line of said land 80 poles (passing a stone in the edge of the grade) to a stake corner to said land in the center of said Newton and York Centre road: thence with the center of said road

N. E. 19<sup>th</sup> poles to the beginning containing 10 acres more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 8<sup>th</sup> day of July, A.D. 1890.

Seal

R. W. Cory, Clerk.

And on the 27<sup>th</sup> day of August, 1890, the Sheriff of said County returned said Writ to the Clerk's Office in said County which return is as follows:

5999

Service	\$ 60
Copy	50
Sum. Apprs	1 20
Swear. "	25
Cowry "	1 50
Writing Appr	30
Copy of "	30
Notice to Pr	30
Affidavit to Pr.	30
Writing Notice	30
Mileage	3 20
Return	20
Total	\$9 00
Appraisers Fee	\$ 3 00
Printers Fee	13 32

The State of Ohio,  
Union County, ss Sheriff Return.  
Received this writ the 8<sup>th</sup> day of July, A.D. 1890, and on the 15<sup>th</sup> day of July A.D. 1890, I called on inquest of M. A. Hurry, C. B. Cory, John Wiley three disinterested freeholders and residents of the County, and caused the within described real estate to be duly appraised on their oaths; they at the same day returned to me an estimate of the value thereof, (to wit: \$30<sup>00</sup> 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 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 16<sup>th</sup> day of August A.D. 1890 at the door of the Court House, in Marysville, Ohio

Proof of Publication Reuben

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at the hour of 1 o'clock P.M. of said day, the time and place of sale specified in said notice & offered the within described real estate at public auction; and then and there struck off and sold the same to Ruben Weisz for the sum of twenty dollars per acre, he being the highest bidder therefor, and the sum bid being two thirds of the appraised value.

Thomas Martin, Sheriff

Proof of Publication

vs Ruben Weisz

Sheriff's Sale.

5799

John W. Clark 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 August 16, 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 York, County of Union, and State of Ohio, and bounded and described as follows:

Being Division N<sup>o</sup> 4 of the Robert M<sup>o</sup> Centire farm part of Survey N<sup>o</sup> 3234 and 3257, beginning at a stake in the center of the Newton and York gravel road and south-west corner of said Robert M<sup>o</sup> Centire's land: thence with the south line of said land (passing a stone in the edge of the grade) S. 79° E. 83 <sup>3</sup>/<sub>10</sub> poles to a stone, corner of said land, in the west line of Virgil Harris land: thence with said line S. 11° W. 19 <sup>1</sup>/<sub>10</sub> poles to a stone, north-east corner of John W. M<sup>o</sup> Centire land: thence with the north line of said land N. 79° W. 80 poles (passing a stone in the edge of the grade) to a stake, corner of said land in the center of said Newton and York gravel road: thence with the center of said road N. 1° E. 19 <sup>1</sup>/<sub>10</sub> poles to the beginning, containing 10 acres more or less.

Appraised at \$30<sup>00</sup> per acre: Terms of Sale, Cash.

Thomas Martin, Sheriff

The State of Ohio Union County, ss

Union County Ohio.

I, J. C. Graham, publisher, being duly sworn, say that the notice hereto attached was published in the Richwood Gazette, on the 17<sup>th</sup> day of July, 1890 and continued therein five consecutive times, during all

of which time said newspaper was printed and in general circulation in said County.  
J. C. Graham.

Sworn to and subscribed before me this 15<sup>th</sup> day of August, 1890.

Printers fee \$13.<sup>32</sup> S. S. Gardiner  
Probate 25 Notary Public.  
\$13.<sup>57</sup>

Entry Afterward, on the 3<sup>rd</sup> day of November, 1890  
an Entry was made on the Journal by the Clerk  
5999 Reuben Weisz  
vs  
John Clark et al  
Journal 15, Page 399.

On motion of the plaintiff <sup>vs</sup> on his producing the return of the Sheriff of the sale made under the former order of this Court and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Reuben Weisz 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 \$200<sup>00</sup> it is ordered that the Sheriff out of the money in his hands pay -

First - To the Treasurer of this County the taxes, penalty and interest against said property, to wit: the sum of \$8<sup>20</sup>/<sub>100</sub>.

Secondly - The costs of this action taxed to \$35<sup>70</sup>/<sub>100</sub>.

Thirdly - To the plaintiff the balance of said purchase money, to wit, \$155<sup>93</sup>/<sub>100</sub> to apply on the judgment in his favor and against the defendants. And it is further ordered that the clerk cause cancellation of this mortgage to be entered on the record thereof in the Recorder's Office of said County.

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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 S. Price, Judge of said Court of the term of May, to wit, on the 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit, on the 31<sup>st</sup> day of May, 1890 Michael Bowen filed in the Clerk's Office of the said Court of Common Pleas the following Petition against R. C. Games et al.

Petition Michael Bowen

vs

6004 R. C. Games, & R. Games, his wife, M. W. Hill, Maggie Hill, his wife, Wilson Batchler, Thomas H. Biddle, Benn<sup>d</sup> Smith J. A. & M. M. Shipley<sup>2/3</sup> Collier & Son

Court of Common Pleas Union County Ohio.

Now comes the plaintiff, Michael Bowen, and for a cause of action against said defendants says:

1<sup>st</sup> Cause of Action: That there is due to him from the defendants R. C. Games & R. Games his wife, on their promissory note the sum of one thousand dollars with interest at the rate of eight per cent. from the 15<sup>th</sup> day of May, 1888 of which promissory note the following is a copy with all credits and indorsements thereon.

Copy of note

\$1000<sup>00</sup>. Marysville, Ohio, May 15<sup>th</sup>, 1883.

One year after date we promise to pay to the order of Michael Bowen one thousand dollars. Value received with eight per cent interest after date until paid.

R. C. Games  
& R. Games

That there are no indorsements on said note that the following credits are written on said note:

May 16<sup>th</sup>, 1884 received eighty (\$80<sup>00</sup>) dollars, interest on this note to date. May 16<sup>th</sup>, 1885 received \$80<sup>00</sup> on within note to date. May 15<sup>th</sup>, 1886 received one years interest on the within note. May 15<sup>th</sup>, 1887 received \$80<sup>00</sup> interest on the within note. May 15, 1888 received \$80<sup>00</sup> interest on the within note.

2<sup>d</sup> Cause of Action: That to secure the payment of the said promissory note hereinbefore mentioned according to the tenor and effect thereof the said R. C. Ganes and C. R. Ganes his wife, the defendant R. C. Ganes executed and acknowledged and delivered to the plaintiff, the said C. R. Ganes his wife joining with her husband in the granting part, the signing and acknowledgment thereof their certain deed bearing date on the 15<sup>th</sup> day of May 1883. and thereby conveyed to the plaintiff, in fee simple, freed from all rights including that of dower of the said C. R. Ganes 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 the Township of Claibourne, <sup>241</sup> bounded and described as follows: to wit: Being part of lot N<sup>o</sup> 3 of the subdivision of the lands of Henry S. Marriott in Survey N<sup>o</sup> 6307, beginning at a stone north-east corner of said lot N<sup>o</sup> 3: thence S 15° E. 46.45 poles to a stake: thence S 75° W. 30.32 poles to a stake: thence N. 15° W. 46.45 poles to a stone north-east corner of said lot N<sup>o</sup> 3: thence N. 75° E. 30.32 poles to the beginning.

Also the following described real estate: Being all of the lots N<sup>o</sup> 746, 748, 749, 750, 751 and 752 in Beems Addition to the Village of Richmond in said County of Union.

That said deed of mortgage was delivered to the Recorder in the Recorder's Office of said County for record according to law on the 15<sup>th</sup> day of May, 1883 at 2 1/2 o'clock P.M. and was duly recorded in Book 20, Page 255 of the Records of Mortgages. That said deed of mortgage has a condition thereunder written, that in case the said R. C. Ganes and C. R. Ganes should pay or cause to be paid said promissory note when it became due, then and in that event said deed of mortgage should be void otherwise to be and remain in full force and virtue. That said R. C. Ganes and C. R. Ganes have wholly failed to pay said promissory note though the same is long past due. Wherefore said deed of mortgage has become absolute and subject to foreclosure.

Plaintiff further says that the defendants M. W. Hill and Maggie Hill and Wilson Batcher, Thomas K. Biddle, Bern<sup>o</sup> Smith, J. A. <sup>241</sup> M. M. Shipley and Collier <sup>241</sup> Son claim to have or

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hold some lien upon or interest in said above described premises or some part thereof which is to this plaintiff unknown.

Wherefore the plaintiff asks for judgment against the said defendants R. C. Games and C. R. Games for the sum of one thousand dollars with interest at the rate of eight percent from May 15<sup>th</sup>, 1888. Also that the said M. W. Bill and Maggie Bill and Wilson Hatcher be required to set up the nature, amount and time of their said asserted liens and claims in and upon said premises; that said premises be sold as upon execution to satisfy plaintiff's said mortgage indebtedness from the said R. C. Games and C. R. Games and the judgment by plaintiff to be obtained; that the respective rights, liens, and claims of the plaintiff and of the said M. W. Bill and Maggie Bill, and Wilson Hatcher Thomas H. Biddle, Ben<sup>th</sup> Smith, J. A. M. M. Shipley<sup>th</sup> Collier<sup>th</sup> Son be marshaled and determined by the Court for costs and all proper relief.

W. W. Merchant, Atty.

State of Ohio,

for Michael Bowen.

Union County ss.

W. W. Merchant being first duly sworn according to law says that he is the duly authorized agent of the plaintiff Michael Bowen; that said contract is in writing; that said written instrument is in his (the affiant's) hands; that the facts stated and allegations made are as the affiant believes true.

W. W. Merchant.

Sworn to before me and by the said W. W. Merchant subscribed in my presence this 30<sup>th</sup> day of May, 1890.

Seal

R. M. Leroy, Clerk.

By W. M. Winget, Deputy.

To the Clerk:

Issue Summons for the defendants R. C. Games and C. R. Games, his wife, M. W. Bill and Maggie Bill, his wife<sup>th</sup> Wilson Hatcher and Thomas Biddle, Ben<sup>th</sup> Smith, J. A. M. M. Shipley<sup>th</sup> Collier<sup>th</sup> Son to the Sheriff of Union County, Ohio, returnable according to law. Indorse said Writ = Action to Foreclose Mortgage and Judgment. Amount claimed one thousand

dollars with eight per cent. interest from May 15<sup>th</sup>, 1888, and for which plaintiff will take judgment in case default be made.

W. W. Merchant,

Attorney for Plaintiff.

Summons

Afterward, on the 31<sup>st</sup> day of May, A. D. 1890, a summons was issued by the Clerk of Court indorsed as follows, to wit:

0004

The State of Ohio,

Union County, ss | To the Sheriff of Union County

We command you to notify R. C. Gams, C. R. Gams, his wife, M. W. Hill, and Maggie Hill, his wife, Wilson Katcher, Thomas Biddle, Ben<sup>o</sup> Smith<sup>o</sup> J. A. M. M. Shipley<sup>and</sup> Collin<sup>o</sup> Son that they have been sued by Michael Bowen in the Court of Common Pleas of Union County, and that unless they answer by the 28<sup>th</sup> day of June A. D. 1890, the petition of said plaintiff Michael Bowen against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 9<sup>th</sup> day of June A. D. 1890.

Witness my hand and the seal of said Court, this 31<sup>st</sup> day of May, A. D. 1890.

Seal

R. W. Croy, Clerk

By W. M. Winget, Deputy.

Indorsed: Action for foreclosure of mortgage and judgment. Amount claimed \$1000<sup>00</sup> with 8% interest from May 15, 1888.

W. W. Merchant, Plt's Atty.

Sheriff

And on the 4<sup>th</sup> day of June, 1890, the Sheriff of said County returned to the Clerk's Office in said County, which return is as follows:

6004

Service	\$1.50
Mileage	5.00
Copy	1.80
Total	\$8.90

The State of Ohio,

Union County, ss | Sheriff's Return.

Received this writ May 31<sup>st</sup> A. D. 1890, at 6 o'clock P. M. and pursuant to its command, on the 3<sup>rd</sup> day of June A. D. 1890, I served the same by delivering a certified copy thereof with the indorsements thereon to each of the within named defendants.

Thomas Martin, Sheriff.

Entry

Afterward, on the 10<sup>th</sup> day of July, 1890 an entry was made on the Journal by the Clerk.

0004

Michael Bowen  
vs  
R. C. Gams et al

Journal 15, Page 370.

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This cause now coming on for hearing on the petition and the evidence, the Court find that the defendants R. C. Games, O. R. Games, M. W. Hill, Maggie Hill, Wilson Hatcher, Thomas B. Biddle, Benn<sup>th</sup> Smith, J. A. M. M. Shipley and Collier<sup>th</sup> Son have been duly served with summons in this case and that they are severally in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendants R. C. Games and O. R. Games on the promissory note set forth in the petition with interest to the 1<sup>st</sup> day of this term the sum of eleven hundred and sixty-two and  $\frac{2}{5}$  dollars.

The Court further find that in order to secure the payment of said note the defendants R. C. Games<sup>th</sup> O. R. Games, his wife executed and delivered to said Michael Bowen the plaintiff their certain mortgage deed as in the petition described and on the premises therein described. That said mortgage was duly recorded in Volume 20, Page 255 of the Record of Mortgages of said County of Union, and is a good and valid first lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendants R. C. Games<sup>th</sup> O. R. Games the said sum of eleven hundred and  $\frac{2}{5}$  sixty-two and  $\frac{2}{5}$  dollars and his costs therein expended.

And it is further adjudged and decreed that unless the defendants R. C. Games<sup>th</sup> O. R. Games 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 26<sup>th</sup> day of May 1890 at 8 per cent. the defendants equity of redemption be foreclosed and that 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 the proceedings to this Court for further order.

Order of Sale The State of Ohio

6004

Afterward, on the 17<sup>th</sup> day of July, A.D. 1890 an Order of Sale was issued by the Clerk of 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 10<sup>th</sup> day of July, 1890 Michael Bower obtained a Judgment and Decree against R. C. Gams and C. R. Gams for the sum of eleven hundred and sixty-two  $\frac{2}{5}$   $\frac{25}{100}$  dollars and Fourteen  $\frac{2}{5}$   $\frac{12}{100}$  dollars, costs of suit. And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said R. C. Gams & C. R. Gams within 5 days from the 10<sup>th</sup> day of July, A.D. 1890 pay unto the said Michael Bower the said sum of eleven hundred and sixty-two  $\frac{2}{5}$   $\frac{25}{100}$  dollars with interest from the 26<sup>th</sup> day of May 1890 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 5 days aforesaid have fully expired, and the said sum of eleven hundred and sixty-two  $\frac{2}{5}$   $\frac{25}{100}$  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: In the Township of Claibourne, being part of lot N<sup>o</sup> 3 of the subdivision of lands of Henry S. Marriott in Survey N<sup>o</sup> 6307. Beginning at a stone north-east corner of said lot N<sup>o</sup> 3: thence S 15<sup>o</sup> E. 46.45 poles to a stake: thence S 75<sup>o</sup> W. 30.32 poles to a stake: thence N. 15<sup>o</sup> - W. 46.45 to a stone north east corner of said lot N<sup>o</sup> 3: thence N. 75<sup>o</sup> E. 30.32 poles to the beginning, containing

Also the following described real estate, being all of the lots N<sup>o</sup> 746, 748, 749, 750, 751, 752, in Berris Addition to the Village of Richmond in said County of Union.

We therefore command you, that you proceed to carry said order, judgment, and decree into

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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 17<sup>th</sup> day of July, A.D. 1890

R. M. Crory, Clerk.

6004 Sheriff's Return Made on the 30<sup>th</sup> day of August, A.D. 1890, Return 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	
Service	\$ 60	Received this writ		the 17 <sup>th</sup> day of July A.D. 1890, and	
Levy	50	on the 27 <sup>th</sup> day of July A.D. 1890, I		called on request of W. S. Parsons	
Sum. Spes.	1 20	P. G. Wynegar and W. H. Courright		three disinterested freeholders	
Swear.	25	and residents of the County, and		caused the within described	
Cowry.	1 00	real estate to be duly appraised		ed on their oaths; they on the	
Writing April.	30	same day returned to me an		estimate of the value thereof.	
Copy of	30	(to wit: \$874 <sup>00</sup> ) under their hands		and seals, a copy of which I	
Notice to the	30	forthwith deposited with the		Clerk of the within named Court.	
Affidavit	30				
Writing Notice	30				
Mileage	3 20				
Poundage	9 25				
Return	25				
Total	\$ 77				
Appraisers Fee	\$ 3 00				
Printers Fee	4 28				

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 Richmond Gazette a newspaper printed in said Union County and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

Made on the 30<sup>th</sup> day of August 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 M. W. Hill for the sum of Six hundred <sup>20</sup>/<sub>100</sub> Dollars he being the highest bidder therefor, and the sum he being more than two thirds of the appraised value.

Proof of Michael Brown  
vs  
R. C. Sanders et al

Thomas Martin, Sheriff.

Sheriff's Sale.

Court of Common Pleas

6004 By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday August 30<sup>th</sup> 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 Claibourne, County of Union, and State of Ohio, and bounded and described as follows: Being part of the Lot N<sup>o</sup> 3 of the subdivision of lands of Henry S. Marriott in Survey N<sup>o</sup> 0307: Beginning at a stone north-east corner of said lot N<sup>o</sup> 3: thence S. 15<sup>o</sup> E. 46. <sup>4</sup>/<sub>100</sub> poles to a stake: thence S. 75<sup>o</sup> W. 30. <sup>3</sup>/<sub>100</sub> poles to a stake: thence N. 15<sup>o</sup> W. 46. <sup>4</sup>/<sub>100</sub> poles to a stake north-east corner of said lot N<sup>o</sup> 3: thence N. 75<sup>o</sup> E. 30. <sup>3</sup>/<sub>100</sub> poles to beginning, containing about 10 acres, more or less.

Also the following described real estate: Being all of the Lots N<sup>o</sup> 746, 748, 749, 750, 751 <sup>20</sup>/<sub>100</sub> 752 in Ben's Addition to the Village of Richwood in said County of Union.

Appraised: Land at \$75<sup>00</sup> per acre: Lots, 749, 750, 751, 752 at \$40<sup>00</sup> each: <sup>20</sup>/<sub>100</sub> 746 <sup>20</sup>/<sub>100</sub> 748 at \$50<sup>00</sup> each.

Terms of Sale, Cash.

Thomas Martin, Sheriff.

The State of Ohio,  
Union County, ss:

J. C. Graham, publisher, being duly sworn, say that the notice hereto attached was published in the "Richwood Gazette" on the 31<sup>st</sup> day of July, 1890, and continued therein five consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

J. C. Graham.

Sworn to and subscribed before me, this 29<sup>th</sup> day of August, 1890.

Seal

W. W. Gauder, Notary Public

Entry

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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 A. Price, Judge of said Court of the term of March, to-wit, on the 3<sup>rd</sup> day of March in the year of our Lord one thousand eight hundred and nine.

Be it remembered that, heretofore, to-wit, on the 20<sup>th</sup> day of April, 1889, Ida S. Thornburg et al filed in the Clerk's Office of the said Court of Common Pleas the following Petition against

*Petition* Ida S. Thornburg, & Serepta G. Hopkins

vs

5792 William C. Hopkins, Ada R. Davis

Blas Davis, her husband, Emma Burke, & Thomas C. Burke, her husband, Forrest W. Hopkins, & Lafayette Hopkins, Mary S. Smith, & Wm L. Smith & Wm J. Smith as Exr. of the Estate of Lucinda Hopkins, deceased.

Court of Common Pleas in Union Co. O.

Ida S. Thornburg and Serepta G. Hopkins, the said plaintiffs, say they have a legal estate in and are entitled to the immediate possession of the undivided one eighth part each of the following described lands and tenements, situate in said County of Union, to-wit: All of Tr Lot N<sup>o</sup> 19 in the Village of Milford Centre, Ohio.

Plaintiffs further say that said defendants Wm C. Hopkins, Ada R. Hopkins of Kansas, Emma Burke of Springfield Ohio, Forrest W. Hopkins of Hartford Kansas, Lafayette B. Hopkins of Council Grove, Kansas, Mary S. Smith are the legal owners of and entitled to the possession of the other undivided 8 each or tenants in common with the plaintiffs.

Plaintiffs say that on about the 2<sup>nd</sup> day of March A. D. 1889 the Lucinda Hopkins, late of the County of Union and State of Ohio died testate leaving a last will and testament giving to each and all of said aforesaid parties each an equal share of said estate after paying the debts of said estate. And that said

Wm L. Smith is the duly appointed executor of said will; and that said Lucinda Hopkins died seized of the aforesaid described real estate.

Said Lucinda Hopkins left a large amount

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of personal property, to wit: That during the life of said Lucinda Hopkins she advanced to Emma C. Burke, the sum of three hundred dollars as an advancement which is by the will of said Lucinda Hopkins charged to her as an advancement, and which amount will be deducted out of the said share of the said Emma C. Burke before she will be entitled to anything arising from the sale of said property. Plaintiff Ida A. Thornburg further says that by the terms of said will said plaintiff was to be charged with one hundred dollars out of the sale of said real estate or out of the estate of said Lucinda Hopkins deceased before she can secure any part of said sale. And Lafayette B. Hopkins with \$130<sup>00</sup> to be charged to his share.

Wherefore the plaintiffs pray that said real estate be ordered partitioned and be divided between said plaintiffs and defendant to each of the following share and share alike, Scripta, William C., Ada R., Forrest W., Lafayette B. & Mary A. Smith. That Emma Burke share alike less \$300<sup>00</sup> advanced her; Ida A. Thornburg share alike with the other tenants in common less \$100<sup>00</sup> advanced her as aforesaid, Lafayette B. share less \$130<sup>00</sup> charged to him as aforesaid. And if partition cannot be made then the same be ordered sold and for all relief in the premises.

J. M. Kennedy,

Attorney for Plaintiffs.

State of Ohio  
Union County, ss

Ida A. Thornburg, one of the above plaintiff being duly sworn says the facts and allegations of the foregoing petition are as she believes true.

Ida A. Thornburg.

Sworn to and subscribed by the said Ida A. Thornburg before me this 20<sup>th</sup> day of April A. D. 1889.

John M. Brodrick

Notary Public Union Co. O.

Seal

To the Clerk }

Issue Summons in Partition to Sheriff for Mary A. Smith and her husband, Wm. B. Smith in person and for Wm. B. Smith as

Executor of the last will of Lucinda Hopkins deceased, returnable according to law. Indorse Partition of Real Estate prayed for.

J. M. Kennedy, Atty.

Waiver

Afterward, on the 26<sup>th</sup> day of April, 1889 a waiver was filed with the Clerk

5792

Eda A. Thornburg et al

vs

Court of Common Pleas

Wm C. Hopkins et al

I hereby enter my appearance herein waiving the issuing and service of Summons thereby retaining all rights I may have in the premises.

Wm C. Hopkins.

Waiver

Afterward, on the 26<sup>th</sup> day of April, 1889 a waiver was filed with the Clerk.

5792

Eda A. Thornburg et al

vs

Court of Common Pleas

Wm C. Hopkins et al

We, Emma Burke and Thomas C. Burke, her husband, do by the presents waive the issuing and service of Summons in the above case and hereby enter our appearance herein reserving and saving all right we may have therein  
April 26, 1889.  
Springfield, Ohio.

Emma Burke

Thomas C. Burke

Waiver

Afterward, on the 27<sup>th</sup> day of April 1889, a Waiver was filed with the Clerk of said Court.

5792

Eda A. Thornburg et al

vs

Court of Common Pleas

Wm C. Hopkins et al

I, Lafayette B. Hopkins of Council Grove of the State of Kansas, hereby waive the issuing and service of Summons in the above case and hereby enter my appearance herein, saving all rights I may have in the premises.

April 25, 1889.

Lafayette B. Hopkins.

Council Grove, Kansas.

Waiver

Afterward, on the 1<sup>st</sup> day of May, 1889 a Waiver was filed with the Clerk of Court.

5792

Eda A. Thornburg et al

vs

Court of Common Pleas

Wm C. Hopkins et al

I, Forrest W. Hopkins of Hartford in the State of Kansas, do by these presents waive

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The issuing and service of summons in the above case and hereby enter my appearance therein saving all rights that I may have therein.  
J. H. Hopkins.

Hartford, Kansas.  
April 27<sup>th</sup>, 1889.

Waiver  
5792 Afterward, on the 1<sup>st</sup> day of May, 1889, a waiver was filed with the Clerk of said Court.

Ida S. Shouberget al  
vs  
Wm. B. Hopkins et al  
Court of Common Pleas.

We, Ida R. Cavis and Charles Cavis her husband of the County of Sage, State of Kansas and of the Village of Tucumana hereby and by these presents hereby enter our appearance to the above named suit thereby waiving the issuing and service of summons saving all right hereby in and to any question that may arise in said suit.

April 27<sup>th</sup>, 1889.  
Tucumanas  
Ida R. Cavis  
C. F. Cavis.

Summons  
5792 Afterward, on the 3<sup>rd</sup> day of May, A. D. 1889 a summons was issued by the Clerk, indorsed: State of Ohio

Union County ss To the Sheriff of said County. You are hereby commanded to notify Wm. S. Smith and Mary A. Smith that they have been sued by Ida S. Shouberget in the Court of Common Pleas of Union County, and must answer by the 1<sup>st</sup> day of June 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 13<sup>th</sup> day of May, A. D. 1889.

Witness my hand and the Seal of said Court this 3<sup>rd</sup> day of May, 1889.  
R. W. Croy, Clerk.

Indorsed: Partition of Real Estate.

Sheriff's Return  
5792 And on the 8<sup>th</sup> day of May, 1889, the Sheriff of said County returned said writ to the Clerk's Office in said Court, which return is as follows:

Seriff's Return:	45
Mileage	1 00
Copy	40
Total	\$1 85

State of Ohio,  
Union County  
Sheriff's Return.  
Received this writ May 3<sup>rd</sup> A. D. 1889, 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 7<sup>th</sup> day of May, 1889.

Thomas Martin, Sheriff.

Summons

Afterward, on the 3<sup>rd</sup> day of May, A.D. 1889, a summons was issued by the Clerk of said Court.

5792 The State of Ohio.

Union County ss. To the Sheriff of said County you are hereby commanded to notify William K. Smith, executor of last will of Duciinda Hopkins et al have been sued by Ida S. Thomburg et al in the Court of Common Pleas of Union County, and must answer by the 1<sup>st</sup> day of June 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 13<sup>th</sup> day of May A.D. 1889.

Witness my hand and the seal of said Court this 3<sup>rd</sup> of May A.D. 1889.

Seal

R. M. Crox, Clerk.

Indorsed: "Partition of Real Estate."

Sheriff's Return

And on the 8<sup>th</sup> day of May, A.D. 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is, to wit:

5792

Dee's Return	\$	30
Mileage		10
Copy		20
Total	\$	66

State of Ohio.

Union County

Sheriff's Return.

Received this writ May 3<sup>rd</sup> A.D. 1889 at 10 o'clock A.M. and served same by delivering a certified copy thereof with the indorsements thereon to the within named William Smith on the 7<sup>th</sup> day of May, 1889.

Thomas Martin, Sheriff.

Answer

Cross Petition

Afterward, on the 7<sup>th</sup> day of May, 1889, the following answer & cross petition was filed with the Clerk Ida S. Thomburg et al

5792

vs Wm C. Hopkins et al

Court of Common Pleas Union County, Ohio

Now comes Forrest W. Hopkins and for answer and cross petition says he admits the rights of the plaintiff to a partition of the real estate described in their said petition.

Defendant says by way of answer and cross-petition that his mother Duciinda Hopkins at her death left a will with a codicil thereto.

By the terms of said codicil it was provided that unless he and his brother Wm C. Hopkins quit the use of tobacco and intoxicants they were to have

Motion

5792

Ida S.

Wm C.

D. S. as the decea and said specific 7<sup>th</sup> 1889



no interest in said property which by the terms of said will was to be equally divided between all of the heirs to said property except as to Lucia Durke who had all ready received \$300 and the plaintiff Ida R. Shouberger who had received \$100, and Lafayette Hopkins who had all ready received \$130, and each of the said parties were not to have any part of said estate until they were equal with the other heirs at law in said division, or in other words the other heirs shall be equal with the said heirs so advanced before they get any share thereof.

Defendant says that he is not nor has not been in the habit of the use of tobacco or intoxicants of any kind and consequently he is entitled to his undivided interest in said estate. He therefore prays that upon the sale and final distribution of the said estate in the above case he be allowed and paid his undivided interest of the same after paying costs and taxes and debts of said estate and for all proper relief in the premises.

J. M. Kennedy, Attorney  
 State of Kansas, | for Forrest D. Hopkins  
 Lyon County ss

Forrest D. Hopkins, being duly sworn says the facts and allegations of the foregoing answer and cross petition are as he believes true  
 F. D. Hopkins.

Sworn to and subscribed by the said Forrest D. Hopkins before me this 1<sup>st</sup> day of May A. D. 1889.

Seal } M. C. Buck, Notary Public. Com. Ex. Feb 2/93.

Motion Afterward, on the 1<sup>st</sup> day of June, 1889, a motion was filed with the Clerk of Court.

5792 Ida R. Shouberger et al | Court of Common Pleas  
 vs  
 Wm C Hopkins et al

And now comes the said Wm C. Smith one of the defendants above named as the executor of the Will of Lucia J. Hopkins deceased, in the petition of the said plaintiffs and moves that the Court order that the said plaintiffs make their said petition more specific, definite and certain in this, to wit:

1<sup>st</sup> That the said plaintiffs set forth and show

the true amount of the personal estate of the said Lucinda J. Hopkins, deceased.

2<sup>d</sup> That the said plaintiffs set out more fully the terms and provisions of said Will under which they claim an interest in the real estate of the testatrix, and also that said plaintiffs state the relationship of the parties, plaintiffs and defendants to the testatrix.

3<sup>d</sup> Said defendant says that the averments in said petition are inconsistent in this, that they are that they are the owners of and entitled to the immediate possession of the real estate in the petition described, and then proceed by other averments therein to show that they are not such owners and not entitled to immediate possession of the same. The said defendants therefore asks that said petition be so reformed as to make the same consistent in its several averments, or that said inconsistent averments be stricken out.

John B. Coats,

Attorney for Defendant.

Entry Afterward, on the 10<sup>th</sup> day of June, A.D. 1889, an entry was made in the Journal by the Clerk.

5792 Ida A. Thornburg et al

Or

Wm B. Hopkins et al

Journal 15, Page 108.

This day this cause came on for hearing on the motion of W. D. Smith, executor of the Will of Lucinda Hopkins, deceased, one of the defendants to make the petition more definite and certain, and the Court being fully advised in the premises do overrule said motion.

Thereupon said defendant Wm B. Smith as executor of said last Will of Lucinda Hopkins deceased, took leave to answer within 30 days from this date.

Answer

Afterward, on the 10<sup>th</sup> day of July, 1889, <sup>2</sup>/<sub>3</sub> Answer <sup>2</sup>/<sub>3</sub> Cross-Petition was filed with the Clerk of Court.

Petition Ida A. Thornburg et al

Or

5792 Wm B. Hopkins et al

Court of Common Pleas Union County Ohio

And now comes William B. Smith one of the above named defendants, and as the executor of the last will and testament of Lucinda J. Hopkins, deceased, for answer and cross-petition to the petition of the above named plaintiffs <sup>2</sup>/<sub>3</sub> says that he denies that the plaintiffs have a

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legal estate in and entitled to the immediate possession of the real estate in their petition described, and further says that he is the executor of the last will and testament of the said Euclid J. Hopkins, deceased, is charged with the payment of the debts of the testatrix. By the terms of said will, and that the personal estate of the said testatrix is wholly insufficient for the payment thereof, that he has been able to realize from the sale of said personal estate the sum of forty dollars and ninety-five cents, and that there are no other assets out of which anything can be made after deducting therefrom the several sums provided in said will to be deducted from the shares of Lafayette B. Hopkins, Emeline Durkin and Ida S. Thornburg which are in the nature of advancements to them respectively, that the amount of such advancement to Lafayette B. Hopkins as defendant believes and charges will amount to his full share in the estate of said testatrix, both real and personal, after the payment of the debts and charges thereon, that the amount so advanced to said Ida S. Thornburg will very nearly equal her share therein. And that the amount of the sum advanced to the said Emeline Durkin is largely in excess of her share therein, but said defendant says that said Emeline Durkin is wholly insolvent and therefore no part of such excess can be collected from her, so that after applying the personal assets arising from the sale of said personal property a large amount of the indebtedness of said testatrix will have to be made out of the sale of her real estate. This defendant further says and by way of cross-petition, that preferred debts, such as physicians bills, during the last sickness of said testatrix, funeral and burial charges, together with the probate of said will, and letters testamentary, amount to the sum of One hundred and eight dollars and thirty-six cents at this time, and that valid claims of general creditors have already been presented and allowed against said testatrix's estate, amounting to the sum of One hundred and sixty-three dollars and twenty-five cents making a total sum of Two hundred and seventy-one dollars and sixty-one cents, so

that after exhausting the entire personal estate of the testatrix there will be a balance of two hundred and thirty dollars and sixty six cents to be made out of the sale of the real estate in the plaintiffs petition described; the further costs of administering of said estate to a final settlement with the Probate Court of Union County, Ohio, cannot be accurately stated at this time, but should a tombstone be reared at the grave of the decedent, will amount to not less than one hundred dollars.

Defendant further says by the terms and conditions contained in the codicil to the last will and testament of the said Lucinda J. Hopkins, deceased, the defendants William C. Hopkins and Forrest W. Hopkins are not to receive any part or share in the estate of the testatrix, unless they shall entirely refrain from the use of tobacco, and all intoxicating drinks as a beverage, and this defendant as executor of said will and codicil thereto, is to be satisfied that they have entirely discontinued the use thereof. The defendant also, further says that he alone by the terms and conditions of said codicil to said will should receive and hold the several shares that may be apportioned to the said defendants on the final distribution of the balance of said estate, until said defendants shall comply with the terms and conditions contained therein and expressed.

This defendant therefore prays that the petition of the plaintiffs for the partition of said real estate therein described may be dismissed and that he, the said defendant as the executor of the last will and testament of said Lucinda J. Hopkins, deceased, may be ordered to sell said real estate at private sale to pay the debts, costs and charges against the estate of the testatrix, from the proceed of such sale and distribute the balance, if any, there be, according to the terms and bequests contained in said will and codicil thereto, and that he may have such other and further relief in the premises as he is by law and equity entitled to receive in this behalf.

John B. Coats,

Attorney for Defendants

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The State of Ohio,  
Union County ss

William B. Smith one of the defendants being duly sworn says that he believes the facts stated in the foregoing petition to be true.

Sworn to by the said William B. Smith before me and signed by him in my presence this 10<sup>th</sup> day of July, A.D. 1889.

Seal

R. M. Leroy, Clerk.

Demurrer  
to  
Answer  
Cross-  
petition

Afterward, on the 31<sup>st</sup> day of July, 1889, a Demurrer was filed with the Clerk of Court.

Ida A. Thornburg et al

vs

Wm B. Hopkins et al

Court of Common Pleas  
Union County Ohio

Now comes the plaintiffs and for demurrer to the answer and cross-petition of Wm B. Smith says:

1<sup>st</sup> Said answer and cross-petition does not state facts sufficient to constitute a defense to said petition of plaintiffs.

J. M. Kennedy,

Attorney for Plaintiffs

Entry

Afterward, on the 13<sup>th</sup> day of December, A.D. 1889, an entry was made on the Journal by Clerk.

5792

Ida A. Thornburg et al

vs

Wm B. Hopkins et al

Journal 15, Page 224.

This day this cause came on to be heard upon the demurrer to the answer of William B. Smith, one of the defendants herein, as the executor of the last will and testament of Lucinda J. Hopkins, deceased, was argued by counsel. Whereupon it is considered and adjudged by the Court that said demurrer be and the same is hereby overruled.

Entry

Afterward on the 5<sup>th</sup> day of March, 1890, an entry was made on the Journal by the Clerk.

5792

Ida A. Thornburg et al

vs

Wm B. Hopkins et al

Journal 15, Page 256.

This day this cause came on to be heard on the petition of the plaintiffs, heretofore filed herein, and the answer and cross-petition of William B. Smith one of the defendants named is said petition as the executor of the last will and testament and codicil thereto of Lucinda J. Hopkins, deceased. And the

Court being fully advised in the premises and by the agreement and consent of the parties named in the petition both as plaintiffs and defendants for the partition of the real estate therein described doth find that partition of said real estate ought not to be made as prayed for in said petition of the said plaintiffs.

It is therefore ordered and adjudged by the Court that said petition so far as partition is demanded be and the same is hereby dismissed.

And thereupon this cause came on to be further heard upon the said answer and cross-petition of the said defendant William B. Smith the executor of the last will and testament and codicil thereto of the said Lucinda J. Hopkins, deceased, and the exhibits and testimony. And the Court being fully advised in the premises finds that the allegations contained in said answer and cross-petition are true, and that the said William B. Smith is the duly appointed and qualified executor of the last will and testament and codicil thereto of the said Lucinda J. Hopkins, deceased, as he has alleged in his said answer and cross-petition heretofore filed in this cause, and that said real estate described in the petition of the said plaintiffs ought to be sold to pay the debts of the said testatrix as set forth in said answer and cross-petition of said executor together with the costs and expenses of administration and taxes including the costs made on the petition in the proceedings for partition. It is therefore ordered by the Court that Martin Wetzel, W. G. Roots and Charles Erb three judicious, disinterested men of the vicinity, freeholders, being first duly sworn, do upon actual view of the premises in the petition described make a just valuation of the same in money; and that the said William B. Smith as executor as aforesaid thereupon proceed according to law to sell said real estate at private sale.

The Court being satisfied that it will be for the interest of the parties to sell at private sale and upon the premises at not less than the appraised value thereof upon deferred payments not exceeding two years, and report his proceedings to this Court as soon as the same can be done.

Order  
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To the Clerk of the Court of Common Pleas of Union County Ohio:

Please issue an Order of Sale in the above entitled case directed to William L. Smith Executor of the last will and testament of Lucinda J. Hopkins, deceased. March 8<sup>th</sup>, 1890.

John B. Coats, Attorney for W<sup>m</sup> L. Smith.

Order of Sale 5792

Afterward, on the 8<sup>th</sup> day of March 1890, an Order of Sale was issued by the Clerk of Court State of Ohio, Union County ss.

To W<sup>m</sup> L. Smith, exec. of the estate of Lucinda J. Hopkins, deceased. Greeting:

In pursuance of an order and decree of the Common Pleas Court of said County, made this day in a certain cause pending in said Court, wherein you, as the executor of said Lucinda J. Hopkins, deceased, are petitioner and widow of said deceased, and Ida A. Thornburg and Scripta G. Hopkins et al heirs of said deceased, are defendants, you are commanded by the calls of Martin Wetzel, W. G. Roots and Charles Erb upon actual view of the premises to cause the real estate hereinafter described to be duly appraised, at the fair cash value thereof, and cause them to make return of their proceedings therein in writing to said Court.

And forthwith after such appraisement, to advertise and sell the same according to law at private sale upon the premises, and upon the following terms, to wit: for not less than the appraised value thereof, upon deferred payments not exceeding two years, and report your proceedings to this Court as soon as can be done.

The deferred payments to bear interest from day of sale, and be secured by mortgage on the premises. Said Real Estate is described as follows: All of Lot (N<sup>o</sup> 19) nineteen in the Village of Milford Centre, Union County, Ohio, and forthwith after such sale, to report your proceedings herein to said Court.

In Witness Whereof, I have hereunto subscribed my name, and affixed the seal of said Court this 8<sup>th</sup> day of March, 1890.

R. M. Croy, Clerk of Courts.

State of Ohio, Union County, ss.

On the 14<sup>th</sup> day of March A.D. 1890, before me

personally appeared the appraisers within named, and make solemn oath that they would upon actual view, honestly and impartially discharge their duties as such appraisers, in pursuance of the foregoing order.

Witness my hand and the day above written.  
S. H. Goodwin, Notary Public  
in & for Union County, Ohio.

The State of Ohio,  
Union County, ss

In pursuance of the foregoing order, after being first duly sworn and upon actual view of the premises therein described, we the undersigned appraisers, do estimate the fair cash value of said real estate One thousand Dollars.

Appraisers { Martin Wetzel  
W. G. Root  
Charles H. Erb.

March 14<sup>th</sup>, A.D. 1890  
The State of Ohio,  
Union County, ss.

In pursuance of the command of the within and foregoing order and supplemental order and after causing said real estate to be appraised as therein commanded; and after giving due notice of the time and place of said sale, by publishing the same for four weeks successively in the Marysville Tribune a newspaper published in said County, and of general circulation therein, between the hours of One o'clock P.M. & Four o'clock P.M. on the 5<sup>th</sup> day of July, 1890, at the premises I offered said real estate for sale at public outcry at which time and place came Srepta G. Hopkins bid for said real estate the sum of Seven hundred at fifty-three dollars which being more than two-thirds of the appraisement of said real estate, and she being the highest bidder for the same, she was declared the purchaser thereof.

In Witness Whereof, I have hereto subscribed my name this 9<sup>th</sup> day of July A.D. 1890.  
Wm<sup>o</sup> K. Smith, Exe. of the last Will & Testament of  
Lucinda J. Hopkins, dec'd.

Afterward, on the 28<sup>th</sup> day of May, A.D. 1890 an entry was made on the Journal by the Clerk.

Entry  
5792 Ida A. Shouburg et al  
vs  
Wm<sup>o</sup> C. Hopkins et al

Journal 15, Page 310

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This day came the parties by their attorneys and on motion and consent of said parties the order heretofore issued to W<sup>m</sup> E. Smith as the exec. of the last will and testament of Lucinda J Hopkins deceased, to sell the real estate of the testatrix in said order described at private sale, at not less than the appraised value thereof, is hereby modified so far as a private sale is therein ordered, and said executor is hereby ordered to proceed on the appraisement and order heretofore made and issued, to advertise and sell said real estate at public sale on the premises at not less than two thirds of the appraised value thereof as heretofore made and returned to said executor and on terms of payment and all other matters and things according to said order, and to make return of his doings thereon to this Court as soon as the same can be done.

Entry  
8792  
Afterward, on the 9<sup>th</sup> day of July, A. D. 1890, an entry was made on the Journal by the Clerk.

Ida A. Thonburg et al

vs

W<sup>m</sup> E. Hopkins et al

Journal 15, Page 365.

And now comes the said W<sup>m</sup> E. Smith by John B. Coats, his attorney, and on his motion and on producing the report of the sale made by said executor under the former order of this Court and the Court being satisfied on examination, that said sale has been made according to law; it is ordered that the said proceedings and sale be, and the same is hereby approved and confirmed. And the said W<sup>m</sup> E. Smith as the executor of the last will and testament of the said Lucinda J Hopkins, deceased, is ordered by deed duly executed to convey said premises, in said order of sale described and sold as aforesaid to said purchasers in fee simple; And it is further ordered that the said executor out of the moneys in his hands pay first the costs of this case which by agreement of all the parties hereinbefore named is to include a counsel fee of \$30<sup>00</sup> to J. M. Sweeney as attorney in the original proceedings in partition, and also a counsel fee of \$30<sup>00</sup> to John B. Coats as attorney for the defendant W<sup>m</sup> E. Smith, executor, as aforesaid in said partition proceedings whereby an answer and cross petition filed by said executor said executor was ordered to sell said

premises as executor, as aforesaid.

The Court further finds by consent of said parties, that Lafayette B. Hopkins, Emma Burke and Ida R. Shouburg, parties to the petition in this action and the answer and cross-petition filed by said executor, and by the terms and provisions contained in the last will and testament of said Lucinda J. Hopkins, deceased, have already received by way of advancements from the testatrix more than their respective shares, in and to said premises. And therefore the said Lafayette B. Hopkins, Emma Burke and Ida R. Shouburg are not entitled to receive any part of the purchase money for the real estate sold under the proceedings in this case.

And by further agreement of all the parties named in this proceeding the Court further finds that Wm. C. Hopkins and Forrest D. Hopkins have so far complied with the terms and conditions contained in the codicil to said will of the said Lucinda J. Hopkins, deceased, as to entitle them to receive their full share of the estate of said Lucinda J. Hopkins, deceased.

It is therefore ordered by the Court that said William C. Hopkins and Forrest D. Hopkins shall receive each an equal share therein.

And it is further ordered by the Court that said executor William L. Smith after the payment of all debts and the costs and expenses of the administration of said estate of said testatrix, he shall pay to said devisees of the said testatrix the residue of the moneys in his hands belonging to her said estate in the following proportions to wit:

To Serepta C. Hopkins the one equal fifth part thereof; To William C. Hopkins the one equal fifth part thereof; To Ida R. Cavis, the one equal fifth part thereof; To Forrest D. Hopkins the one equal third part thereof; and to Mary L. Smith the one equal third part thereof.

Attest  
R. M. Gray clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the South 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, 1885, on the 3<sup>d</sup> day of November in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 13<sup>th</sup> day of January, 1890, Mary Sutton filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Lewis D. Sutton

Petitioner Mary Sutton

vs

Court of Common Pleas  
Union County, Ohio.

5916

Lewis D. Sutton

Plaintiff says she has been a resident of Ohio for more than a year and is now a bona fide resident of Union County, Ohio.

That on the 22<sup>nd</sup> day of March A.D. 1885 at the city of Pittsburg Pennsylvania she was married to the defendant whom she prays may be made a party defendant hereto.

Plaintiff further says that she has been to the defendant a faithful wife, yet he disregarding his duties as a husband has been guilty of extreme cruelty and abuse using insulting epithets toward the plaintiff cursing and swearing at her at the same time calling her abusive and indecent names and threatening her life.

Plaintiff further says that the defendant would frequently approach the plaintiff with an open razor and brandish the same and say to the plaintiff, I will serve you thus some day, drawing the razor across his throat, by reason of his abuse and threats she is in great fear.

Plaintiff further says that since their separation she has learned from others that he had said that he would kill her on sight and was trying to find her whereabouts for the purpose of killing her; and he has frequently threatened to throw vitriol in her face to injure and disfigure her.

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 Mary Sutton and for all proper relief in the

premises.

Mary Snook by her  
Attorney J. W. Kennedy

Afterward, on the 13<sup>th</sup> day of January, 1890,  
Affidavit was filed with the Clerk, to-wit:

Mary Snook  
vs  
Lewis D. Snook | Court of Common Pleas  
Union County Ohio

Mary Snook, the above named plain-  
tiff swears that service of summons and  
copy of the petition cannot be served upon the  
defendant in the State of Ohio; that his  
place of residence is unknown to the plain-  
tiff; and that this action is brought by  
the said Mary Snook against the said  
Lewis D. Snook in this Court for divorce accord-  
ing to the Statute in such cases made and  
provided and further saith not.

Mary Snook.

Sworn to and subscribed by the said  
Mary Snook before me this the 13<sup>th</sup> day of  
January, A.D. 1890.

Seal

A. H. Kellefrath

Notary Public.

Legal Notice.

Lewis D. Snook, whose place of residence is  
unknown to the plaintiff, will take notice that  
on the 13<sup>th</sup> day of January A.D. 1890, in the Court  
of Common Pleas of Union County, Ohio, where  
the action is now pending, the undersigned,  
Mary Snook filed her petition against Lewis  
D. Snook, charging him with cruelty and abuse  
and praying for divorce from him and for  
restoration to her former name of Mary Sutton.

Plaintiff will take notice that on the  
25<sup>th</sup> day of February A.D. 1890, the plaintiff will  
take the deposition of sundry witnesses to be  
used in evidence in this case at 170 West 48<sup>th</sup>  
Street, in the City of New York, between the  
hours of 8 A.M. & 6 P.M. of said day, and that  
the same will be continued from day to day  
until all are taken.

Said defendant will also take notice  
that the plaintiff will, on the 14<sup>th</sup> day of  
February A.D. 1890, at the Mayor's Office in the  
City of Indianapolis, Indiana, take the depo-  
sition of sundry witnesses to be used in evidence  
in this case, between the hours of 8 o'clock  
A.M. & 6 P.M. of said day, and the same will  
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Said petition will be for hearing after the first day of March A.D. 1890.

Printers Fees \$5<sup>00</sup>  
The State of Ohio,  
Union County, ss.

Mary Snod.  
By J. M. Kennedy, her Atty.

The undersigned, being duly sworn says that a copy of the aforesaid 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 15<sup>th</sup>, 1890.

W. C. Shearer.

Sworn to and subscribed before me, this 24<sup>th</sup> day of February, 1890.

Sidell } R. W. Crony, Clerk.

Entry } Afterward, on the 7<sup>th</sup> day of November, 1890, an entry was made on the Journal by the Clerk of Court Mary Snod.

5916

vs. } Journal 15, Page 406.  
Doris D. Snod

This day this cause came on for hearing upon the petition of the plaintiff, the defendant being in default for answer and demurrer, and the Court being fully advised in the premises do find for the plaintiff.

1<sup>st</sup>. That said marriage had been had as stated in this petition.

2<sup>nd</sup>. That due notice of the same had been made by publication in the Marysville Tribune a paper of general circulation in Union County.

3<sup>rd</sup>. That said defendant had been guilty of extreme cruelty as charged in said petition.

It is therefore ordered and adjudged by the Court that said plaintiff be granted a complete divorce from the defendant and that she be restored to her maiden name of Mary J. Sutton and recover her costs therein taxed at \$---

Attest  
R. W. Crony, Clerk



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 November, to wit, on the 3<sup>d</sup> day of November in the year of our Lord one thousand eight hundred & ninety.

Be it remembered, that, heretofore, to wit, on the 7<sup>th</sup> day of June, 1890, James A. Henderson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against "The Incorporated Village of Marysville, et al, to wit:

Petitioner James A. Henderson

vs

6008 The Incorporated Village of Marysville, Ohio,<sup>240</sup>  
Robert Smith, County Treasurer of Union Co. Ohio

Court of Common Pleas of Union County, Ohio.

The defendant, "The Incorporated Village of Marysville, Ohio, is a duly incorporated and organized village of the State of Ohio; and the defendant Robert Smith is the duly elected, qualified and acting County Treasurer of said Union County, in which said village is situated.

The plaintiff, James A. Henderson, has been for many years last past, and was, at each of the times hereinafter mentioned, and is now a resident of said village of Marysville, in said Union County; and he is now, and for more than twenty five years last past, has been the owner of the following described real estate, situate in said County of Union, in Paris Township and in said village of Marysville abutting upon North Main Street in said village, to wit: All that part of lot Number nine (N<sup>o</sup> 9) in said village which lies between the house (formerly) occupied by W. W. Welsh, and the house (formerly) occupied by Robert Turner, the whole being seventy-nine (79) feet front on the street and continuing back the same width to the alley.

At the time of the grievances hereinafter stated there was a good, substantial brick sidewalk, with a good stone curb, and a reasonable and good gutter, in front of said premises and upon the grades respectively established, at and before the construction thereof, by said village for sidewalks, curbs and gutter on said street, and, particularly,

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for the sidewalk, curb and gutter in front of said premises. The said sidewalk in front of said premises was constructed by plaintiff many years ago, and it has ever since been kept and maintained by him in good and reasonable repair; and the said sidewalk was, at the time of the grievances hereinafter stated, in good and reasonable repair, and in good, fit and suitable condition for use as such sidewalk, and the materials of which the same was constructed were good and suitable for such sidewalk and in good and reasonable state of preservation.

On or about the day of August, 1889, the defendant, the said Incorporated Village of Marysville, by its officers, agents and servants, unlawfully and without legal right or authority and against the remonstrances and protests of the plaintiff, did tear up and destroy the said sidewalk in front of said premises and in said street, and did convert the materials of said sidewalk to its own use, and did also unlawfully and without right or authority proceed to construct and did construct, with new and other materials, at a large cost and expense, another sidewalk in front of said premises, in said street and upon the same grade at the curbstone as that upon which the former sidewalk was built and constructed but ascending on a different and higher grade from the curbstone to the lot line and a brick gutter in the said street in front of the said sidewalk.

The first and only notice which the plaintiff had of any intention on the part of the said village or its officers, to tear up and destroy the said sidewalk, or to repair the same, or to construct another in the place thereof, or to construct said brick gutter in said street, was derived by him when he discovered the agents and servants of the defendant, the said village, in the act of forcibly and unlawfully tearing up said sidewalk, gutter and curb in front of his said premises. Plaintiff thereupon immediately notified and requested the said village and its officers, agents and servants then engaged in tearing up said sidewalk, gutter and curb to forthwith cease from tearing up, destroying or

from in any way interfering with the said sidewalk, gutter or curb; and on the failure of the said village, its officers, servants and agents to respect plaintiff's said notice and demand, or to cease from tearing up the said sidewalk, gutter and curb, and on their not stopping but continuing to tear up the said sidewalk, gutter and curb, and to construct another sidewalk, gutter and curb, in the place thereof, or to pretend to repair the said former sidewalk, gutter and curb, the plaintiff then protested against all and singular the acts of the said village, its officers, agents and servants in the tearing up and destroying of the said sidewalk, gutter and curb in front of the said premises, and in any way interfering with the same, and there and there notified the said village and its officers, agents and servants that he would resist any and all attempts to charge him or his property with any costs or expense for so tearing up the said sidewalk, gutter and curb or for any repairs thereon, or for the construction of any new sidewalk, gutter or curb in place thereof.

On or about the 12<sup>th</sup> day of December, 1889, the said village council of said village, upon motion of that date, caused the pretended expense of tearing up the said sidewalk, gutter and curb, and of the constructing of such new sidewalk, gutter and curb, to wit; the sum of (\$48.66) Forty eight dollars <sup>2</sup>/<sub>100</sub> sixty-six cents, to be certified by the Clerk of said Village to the County Auditor of said Union County to be placed by him upon the tax duplicate of said County against said premises of the plaintiff for collection; and the said sum as such pretended expense as aforesaid and as a pretended assessment upon said premises has been placed upon the said tax duplicate of said County for collection by the County Auditor of said Union County, and the said tax duplicate with the said pretended assessment thereon, delivered by the said Auditor to the said defendant Robert Smith as County Treasurer of said Union County for collection thereon; and the said Robert Smith, Treasurer as aforesaid, is defendant, is now demanding payment of the same from the plaintiff and is attempting to collect the same upon and by the said tax duplicate and the statutes of the State for the enforcement of valid

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assessments duly placed on such duplicate and duly lived upon real estate.

The said pretended assessment is wholly illegal, unjust, and void, for among others, the following reasons: 1<sup>st</sup>. The Village Council of said Village never prior to the tearing up of said sidewalk, curb or gutter, passed any resolution declaring it necessary to repair the said sidewalk, gutter or curb or to construct another sidewalk, gutter or curb in place thereof, as is required by the statute in such case made and provided.

2<sup>nd</sup>. The Mayor of said Village never caused any written notice, or any notice whatever to be given to plaintiff to repair, or that the Village Council had declared it to be necessary to repair the said sidewalk, curb or gutter, or to construct a new sidewalk, curb or gutter in place thereof; and no such notice could have been truthfully given because no resolution to that effect was passed by said Village Council.

3<sup>rd</sup>. No ordinance was ever passed by the Council of said Village providing for the repair of said sidewalk, curb or gutter or the construction of another sidewalk curb or gutter in place thereof.

4<sup>th</sup>. The said Village, or its Council, never gave any notice whatever to the plaintiff to repair the said sidewalk, curb or gutter, or to construct another sidewalk, curb or gutter in place thereof.

The said pretended assessment, although wholly illegal unjust and void, as aforesaid, is nevertheless a cloud upon the plaintiff's title to said premises, which the plaintiff is entitled to have removed.

Wherefore the plaintiff prays that the defendants and each of them be temporarily restrained from any and all further steps or proceedings to collect the said pretended assessment and every part thereof; that the said Robert Smith County Treasurer as aforesaid, defendant, be ordered and directed to receive from the plaintiff all the taxes and assessments, if any, upon said premises, except the said pretended assessment as aforesaid; that on final hearing of this action, the said pretended assessment may be adjudged and decreed to be illegal and void, and ordered by the Court to be stricken from the said tax duplicate by the said defendant Robert Smith, County Treasurer

as aforesaid; that each of the said defendants may be perpetually enjoined from any and all attempts to collect the said pretended assessment and every part thereof; that the cloud upon the plaintiff's title to said premises by reason of said pretended assessment may be removed; and for all other and further relief in the premises which equity may require.

Cole & Bales

State of Ohio  
Union County ss

W. O. Henderson  
Attorneys for Plaintiff.

James S. Henderson, being first duly sworn says, that he is the plaintiff above named and that the facts stated and allegations made in the foregoing petition are true.

James S. Henderson.

Sworn to before me and signed in my presence by said James S. Henderson this 7<sup>th</sup> day of June A. D. 1890.

Seal

R. M. Croy, Clerk of Courts.

Receipt To the Clerk of said Court:

Issue Summons herein for each of the defendants named directed to the Sheriff of Union County, Ohio, returnable according to law, and endorse the same: "Equitable Relief" asked for, and "Injunction allowed".

Cole & Bales

W. O. Henderson, Attys. for Plff.

Summons

Afterward, on the 10<sup>th</sup> day of June, A. D. 1890 a Summons was issued by the Clerk of Court endorsed as follows:

6008

The State of Ohio,

Union County: To the Sheriff of said County.

You are hereby commanded to notify the Incorporated Village of Marysville Union County, Ohio, and Robert Smith, Treasurer of Union County, Ohio, that it and he has been sued by James S. Henderson in the Court of Common Pleas of Union County, and must answer by the 12<sup>th</sup> day of July 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 23<sup>rd</sup> day of June A. D. 1890.

Witness my hand and the Seal of said Court, this 10<sup>th</sup> day of June, A. D. 1890.

Seal

Endorsed: Action for Equitable Relief & Injunction allowed

Sheriff's Return

6008

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Sheriff's Return

And on the 18<sup>th</sup> day of June 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return was follows:

6008

Sheriff's Return	\$ 45
Mileage	32
Copy	60
Total	\$ 137

State of Ohio  
 Union County  
 Sheriff's Return  
 Received this writ June 10<sup>th</sup> A.D. 1890 at 10 o'clock A.M. and served same by delivering a certified copy thereof with the endorsements thereon to Marion Hopkins, Mayor of said Incorporated Village of Marysville and B.G. English, Clerk of said Incorporated Village of Marysville, and to Robert Smith Treasurer of Union County Ohio on the 13<sup>th</sup> day of June, 1890.

Thomas Martin, Sheriff

Entry

Afterward, on the 10<sup>th</sup> day of June, 1890, an entry was made on the Journal by the Clerk of said Court.

6008

James A. Henderson  
 vs  
 Incorporated Village of Marysville, Ohio et al

Journal 15, Page 328

On motion of the plaintiff by his attorney and good cause being shown therefore, it is ordered that an undertaking being given in the sum of \$200<sup>00</sup> with sureties to the approval of the Clerk, an injunction be allowed to issue herein enjoining the said defendants from any and all further steps and proceedings to collect the assessment on the property of plaintiff in the petition described for constructing a sidewalk, gutter and curb in front thereof until further order of this Court

Entry

Afterward, on the 23<sup>rd</sup> day of June, 1890, an entry was made on the Journal by the Clerk of Court.

6008

James A. Henderson  
 vs  
 Incorporated Village of Marysville et al

Journal 15, Page 344.

Upon motion of the plaintiff herein and for good cause shown to the Court, it is hereby ordered by the Court that until the further order of the Court the defendant Robert Smith as the County Treasurer of said Union County, receive, and he is hereby authorized and directed to receive from the plaintiff all the taxes and assessments, if any, upon the premises described in the petition now or hereafter placed on the tax duplicate or duplicates of said

County for collection without receiving or demand-  
ing from the plaintiff or any one for him the  
said pretended assessment mentioned and describ-  
ed in the petition herein.

Entry Afterward, on the 6<sup>th</sup> day of November, 1890 an  
entry was made on the Journal by the Clerk.

6008 James S. Henderson  
vs

Journal 15. Page 404

Incorporated Village  
of Marysville et al

Now came the parties herein by their  
attorneys and thereupon this cause came on  
for hearing on the pleadings and evidence <sup>was</sup>  
was submitted to the Court. On consideration  
whereof the Court find on the issue joined for  
the plaintiff, and that the allegations of the  
petition are true and that the plaintiff is  
entitled to the relief prayed for. It is therefore  
on motion of the plaintiff adjudged and decreed  
that the injunction heretofore granted in  
this action be and the same hereby is made  
perpetual. And it is considered and decreed  
and adjudged that the pretended assessment  
for sidewalk, gutter and curb on premises describ-  
ed in the petition be illegal and void, and  
that the said Robert Smith as Treasurer of  
Union County strike the same from the tax  
duplicate, and that the said Village of Marys-  
ville and Robert Smith, as Treasurer of Union  
County be perpetually enjoined from any and  
all attempts to collect the same, and that  
the cloud on plaintiff's title to the real estate  
described in the petition by reason of said  
assessment be removed and plaintiff's title  
thereto quieted against same. It is further  
considered that the plaintiff recover from the  
defendant, the Village of Marysville, his costs  
herein expended taxed to \$

Attest  
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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 A. Price, Judge of said Court of the term of November, to-wit, on the 3<sup>rd</sup> day of November in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, herefore, to-wit, on the 10<sup>th</sup> day of September, 1890, Eliza J. Wilson et al filed in the Clerks Office of the said Court of Common Pleas the following Petition against Melissa Daughrey et al to-wit:

Petition Eliza J. Wilson & George Wilson, her husband

6059

vs

Melissa B. Daughrey,  
Elihu B. Daughrey, Angeline M. Daughrey, Daisy S. Daughrey, Margaret S. Winder widow of Kiram Daughrey & Samuel M. Adow Guard. of the estate of Elihu B. Angeline M. Daisy S. Daughrey, all minors over 14 years old.

Common Pleas Court of Union County, Ohio

Petition for Partition

Now come the plaintiffs Eliza J. Wilson and George Wilson, her husband, and for cause of action against said defendants say:

That on or about the 8<sup>th</sup> day of March, 1879 one Kiram Daughrey, late of Union County, Ohio died intestate, seized of an estate in fee simple in the following lands and tenements situate in the County of Union, in the State of Ohio, in the Townships of Deesburg and Taylor and being a part of U. N. Surveys N<sup>o</sup> 5506 & 5507.

Band Description

Beginning at a stake and stone, it being the north-east corner of W. Shenneman's land in Survey N<sup>o</sup> 5507 and in Taylor Township, thence with the north line of said Surveys N<sup>o</sup> 5506 & 5507 N. 76° - E. 165 <sup>7/10</sup> poles to a stake and stone in Deesburg Township and north-west corner of James M<sup>o</sup> Allister's land: thence with the West line of said M<sup>o</sup> Allister's land S. 7° - 30' - E. 102 poles to a stake in the public road: thence the center of said road S 75° 40' W. 165 <sup>7/10</sup> poles to a stake and stone in Taylor Township and South east corner of said W. Shenneman's land: thence with the East line of said Shenneman's land N. 7° - 30' - W. 104 poles to the

beginning, containing 100 acres, more or less: being about 30 acres in Leesburg Township in Survey 5506, and 70 acres in Taylor Township in Survey 5507. That the defendant Samuel M<sup>r</sup> Adow is the duly appointed guardian of the minor defendants by Letter of Guardianship dated April 20<sup>th</sup> 1880 from the Probate Court of said County of Union, a copy of which is hereto attached marked "X".

That said premises descended to the following persons, the children of the said Hiram Daughrey, deceased, and is now owned by them in the following proportions as coparceners or tenants in common, to wit: Your petitioner, a daughter of said Hiram Daughrey, deceased, an undivided equal one fifth (1/5) part of said premises in fee; and to the said Melissa B. Daughrey, daughter of said Hiram Daughrey, deceased, and Eliber H. Daughrey, son of said Hiram Daughrey, deceased, and Angeline M. Daughrey and Daisy A. Daughrey, both daughters of said Hiram Daughrey, deceased, all minors over 14 years of age, and the legal Guardian of whose estate is the defendant Samuel M<sup>r</sup> Adow, and who resides in said County of Union, State of Ohio, to each of said children the undivided equal one-fifth (1/5) part of said premises in fee.

Your petitioner further represents that the defendant, Margaret A. Winder is the widow of the said Hiram Daughrey, deceased, and who resides in said County, is entitled to her ----- in said premises. And that at the October term of this Court in the year 1885 upon an order of this Court at said term the dower of the said defendant Margaret Winder was fully assigned by metes and bounds in said premises.

Your petitioners therefore pray that said Melissa B. Daughrey, Eliber H. Daughrey, Angeline M. Daughrey & Daisy A. Daughrey and Samuel M<sup>r</sup> Adow, Guardian of said minor defendants and Margaret A. Winder may be made parties defendant herein: and your petitioner being desirous to hold their said interest in severally pray that partition of said premises may be made and that the dower of the said defendant, Margaret A. Winder, remain as assigned in said proceedings as aforesaid; or if said

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premises cannot be partitioned without manifest injury, then that the same may be sold, or other order taken pursuant to the statute in such case made and provided.

W. W. Merchant.

Attorney for Plaintiff.

State of Ohio,  
Union County ss

George Wilson being first duly sworn says that the facts stated and allegations made in the foregoing petition are as he verily believes true.

George Wilson

Sworn to before me and by the said George Wilson subscribed in my presence this 10<sup>th</sup> day of September, 1890.

Burham B. Bales.

Seal

Notary Public.

I hereby waive the issue and service of Waiver Summons and voluntarily enter my appearance in the within cause.

Melissa C. Daughrey.

6059

Receipt To the Clerk:

Issue Summons in the within case for the defendants, Eliza H. Daughrey, Angeline M. Daughrey, Daisy A. Daughrey, minors over 14 years of age, Margaret A. Winder and Samuel M. Adow Guardian of said minors, to Sheriff of Union County, returnable according to law.

Indorse: "Action for Partition."

W. W. Merchant, Plffs Atty.

Summons

Afterward, on the 9<sup>th</sup> day of October, 1890, a Summons was issued by the Clerk, indorsed to wit:

6059

The State of Ohio  
Union County

To the Sheriff of said County:

You are commanded to notify Eliza H. Daughrey, Angeline M. Daughrey, Daisy A. Daughrey minors under 14 years, Margaret A. Winder and Samuel M. Adow, Guardian of said minors that they have been sued by Eliza J. Wilson et al in the Court of Common Pleas of Union County, and must answer by the 8<sup>th</sup> day of November 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 20<sup>th</sup> day of October A. D. 1890.

Witness my hand and the seal of said Court, this 9<sup>th</sup> day of October, A. D. 1890.

R. W. Crory, Clerk

By W. M. Winget: Deputy.

Indorsed: "Action for Partition."

And on the 13<sup>th</sup> day of October, 1890, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

		The State of Ohio.	Sheriffs Return.
Dee. Return	30	Union County	Received this writ October 9 <sup>th</sup>
Adm. Dfts	60		A. D. 1890 at 2 o'clock P. M. and served same
Mileage	48		by delivering a certified copy thereof
Copies (5)	100		with the endorsements thereon to each
Total	238		of the within named defendants on
the 1 <sup>st</sup> day of October, 1890.			

Thomas Martin, Sheriff.

Answer

of Answer was filed with the Clerk of Court, to wit:  
 Samuel Eliza J. Wilson et al  
 vs.  
 Guard. Melissa C. Daughrey et al

Court of Common Pleas  
 Union County, Ohio.

Answer of Samuel M<sup>o</sup> Adow  
 Guard. of Eliza H. Angeline M<sup>o</sup>  
 Daisy R. Daughrey, minors.

6059

And now comes Samuel M<sup>o</sup> Adow, the legal Guardian of the estate of the said defendants, Eliza H. Daughrey, Angeline M. Daughrey and Daisy R. Daughrey, minors, as will more fully appear by a certified copy of his Letters of Guardianship hereto attached and marked "X". And for and on behalf of his said wards, this defendant hereby consents as such Guardian to partition as prayed for in the petition, as he is empowered by law to do, as Guardian of said minors estate.

W. W. Merchant, Atty  
 for Samuel M<sup>o</sup> Adow.  
 State of Ohio,  
 Union County, ss.

Samuel M<sup>o</sup> Adow, being duly sworn says that the facts stated and allegations made are as he verily believes, true.

Sworn to before me and by the said Samuel M<sup>o</sup> Adow subscribed in my presence this 11<sup>th</sup> day of October, 1890.

W. J. Hoopes, Notary Public.

Letters of Guardianship.  
 The State of Ohio  
 Union County ss  
 To all whom these presents shall come, Greeting:  
 Know ye, that the Probate Court within and for said County doth grant the Guardianship of the property of Eliza Daughrey, Eliza Daughrey, Melissa C. Daughrey, Angeline C. Daughrey and Daisy

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S. Daughrey, minor children of Brian Daughrey, late of said County, deceased, unto Samuel M. Adow of said County, who is hereby fully empowered and authorized to do and perform all and singular the duties appertaining to said appointment; the said Guardian having given bond according to law in the sum of Eight hundred dollars with Samuel B. Scott and George Simpson as sureties; and in all respects complied with the requisition of the Statutes in such cases made and provided.

In witness whereof the seal of said Court is hereunto affixed.  
Witness, John B. Coats, Judge of said Court this 20<sup>th</sup> day of April, A.D. 1880.

John B. Coats, Probate Judge.

The State of Ohio,  
Union County, ss.

I, Leonidas Piper, Judge and Clerk ex-officio of the Probate Court, in and for said County, do hereby certify that the foregoing is a full and true copy of the original letter of Guardianship issued by said Court to Samuel M. Adow, as Guardian of said minors therein named. And the said Samuel M. Adow on the 20<sup>th</sup> day of April, A.D. 1880, in said Court, accepted said appointment, and gave bond, according to the laws of the State of Ohio, and that he is now the lawful Guardian of said minors.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said Court at Marysville, Ohio, this 11<sup>th</sup> day of October, A.D. 1890.  
Seal Leonidas Piper, Probate Judge & Clerk ex-officio of Probate Court

Entry

Afterward, on the 6<sup>th</sup> day of November, 1890, an Entry was made on the Journal by the Clerk.

60 59

Eliza J. Wilson et al  
vs  
Melissa Daughrey et al

Journal 15, Page 403

This cause came on to be heard upon the petition and the answer and written consent of the Guardian for the minor defendants Eliza H. Daughrey, Angeline M. Daughrey, and Daisy A. Daughrey, and the pleadings on record in the cause and was presented by the counsel; on consideration whereof and it appearing to the satisfaction of the Court that all and every of said defendants have been duly notified

of the bringing, pendency, and demand of said action against them, as required by law, and that said plaintiff Eliza J. Wilson holds a legal right and estate in the premises described in the petition as therein set forth and no sufficient reason appearing why partition should not be made as prayed for in said petition, it is therefore ordered by the Court on the motion of W. W. Merchant, Attorney for said plaintiffs, that by the oaths of William P. Beigittler, W. S. Moore and Jerry Rinehart judicious, disinterested freeholders of the vicinity, upon actual view of the premises that partition be made of said lands, subject to the dower of the said Margaret A. Winder which was assigned her under an order of this Court at the October term, 1855 in the following proportions: To the said Eliza J. Wilson, plaintiff one equal one fifth (1/5) part thereof, and to the defendants, Melissa C. Daughrey, Eliza H. Daughrey, Angeline M. Daughrey and Daisy S. Daughrey to each the one equal one fifth (1/5) part thereof, and if the same can not be done without manifest injury to the value thereof, and if not that said premises (subject said dower as aforesaid) be appraised at the true value thereof in money.

And it is further ordered that a writ and order of Partition issue to the Sheriff of Union County, Ohio, commanding him to cause said partition to be made accordingly.

Writ of Partition

Afterward, on the 10<sup>th</sup> day of November, 1890, a writ of Partition was issued by the Clerk.

6057

State of Ohio,  
 Union County, ss. To the Sheriff of said County  
 We command you, that without delay by the oaths of William P. Beigittler, W. S. Moore and Jeremiah Rinehart you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to wit: in the Townships of Taylor and Desburg and being a part of V. M. Surveys N<sup>o</sup> 5506 & 5507. Beginning at a stake and stone north east corner of W. Shumman's land in Survey N<sup>o</sup> 5507 in Taylor Township: thence with the north line of said Surveys N<sup>o</sup> 5506 & 5507 N. 76° E. 165<sup>7/10</sup> poles to a stake & stone in Desburg Township and north west corner of James M<sup>o</sup> Allister's land: thence with the west line

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of J. M. Allister's land S 7° 30' E. 102 poles to a stake in the public road: thence with the center of said road S. 75° W. 165 <sup>7</sup>/<sub>10</sub> poles to a stake and stone in Taylor Township and south-east corner of said W. Stummman's land: thence with the east line of said Stummman's land N. 7° 30' W. 104 poles to the beginning, containing 100 acres more or less, being about 30 acres in Beeburg Township in Survey N. 55° 06', 70 acres in Taylor Township in Survey N. 55° 07' subject to the dower of Margaret A. Winder which was assigned to her under an order of this Court at the October term, 1885, among the persons named therein, and in the following proportions to wit: To Eliza J. Wilson, one equal <sup>1</sup>/<sub>3</sub> part: To Melissa C. Daughrey, one equal <sup>1</sup>/<sub>3</sub> part: To Eliza H. Daughrey, one equal <sup>1</sup>/<sub>3</sub> part: To Angeline M. Daughrey one equal <sup>1</sup>/<sub>3</sub> part: To Daisy A. Daughrey one equal <sup>1</sup>/<sub>3</sub> part, in pursuance of an order lately made in our Court of Common Pleas, within and for said County of Union, in a certain civil action, wherein the said Eliza J. Wilson et al Plaintiff, and the said Melissa C. Daughrey et al are Defendants; and that your proceedings in the premises you distinctly certify under your hand, to our said Court forthwith.

Witness my name and the Seal of said Court of Common Pleas, at the Court House in Marysville, this 10<sup>th</sup> day of November A. D. 1890.

R. M. Crory, Clerk.

By W. M. Winger, Deputy.

Seal

Sheriff's Return

And on the 21<sup>st</sup> day of November, 1890, the Sheriff of said County, returned said writ to the Clerk's Office in said County, which return is as follows:

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As commanded by the foregoing writ of Partition, I have executed the same by the paths of William P. Brightler, D. A. Moore and Jeremiah Rinehart, causing said partition to be made, as will appear by the report of the Commissioners, herewith returned.

Given under my hand this 21<sup>st</sup> day of November, A. D. 1890.

Thomas Martin, Sheriff.

Commissioners Report

Lot N. 7. We assign to Eliza J. Wilson 17 <sup>2</sup>/<sub>10</sub> acres free from Dower in Beeburg Township, Union County, Ohio and part of U. M. Survey N. 55° 06'. Beginning at a stake

and stone in the center of the Macklin Road and South West corner of a 103 acre tract of land owned by James A. M<sup>r</sup>. Allister: thence with the center of said road S. 85° W. 27<sup>50</sup> poles to a stone and South East corner of Lot N<sup>o</sup> 2: thence with the East line of said Lot N<sup>o</sup> 2 N. 3° 45' W. 103<sup>80</sup> poles to a stone in the North line of said Survey N<sup>o</sup> 5506: thence with said survey line N. 82° 15' E. 27<sup>50</sup> poles to a stone another corner to James A. M<sup>r</sup>. Allister's land: thence S 3° 45' E. 105<sup>80</sup> poles to the beginning.

Lot N<sup>o</sup> 2. We assign to Eliza K. Langhrey 17<sup>70</sup> acres free from Dower, being 12<sup>70</sup> acres in Desburg Township, and in V. M. Survey N<sup>o</sup> 5506, and 5<sup>80</sup> acres in Taylor Township part of V. M. Survey N<sup>o</sup> 5507.

Beginning at a stake & stone in the center of the Macklin Road and South West corner of Lot N<sup>o</sup> 1: thence with the center of said road S. 85° W. 19<sup>80</sup> poles to a large stone in the line between Surveys N<sup>o</sup> 5506 & 5507: thence with said road and Survey line S 3° E. 2<sup>70</sup> poles to a stone: thence with said road S. 82° 45' W. 8 poles to a stone South East corner of Lot N<sup>o</sup> 3: thence with the East line of Lot N<sup>o</sup> 3 N. 3° 45' W. 105<sup>80</sup> poles to a stone in the Survey line: thence thence with said Survey line N. 82° 15' E. 27<sup>50</sup> poles to a stake and stone and North West corner of Lot N<sup>o</sup> 1: thence with the West line of Lot N<sup>o</sup> 1 S 3° 45' E. 103<sup>80</sup> poles to the beginning.

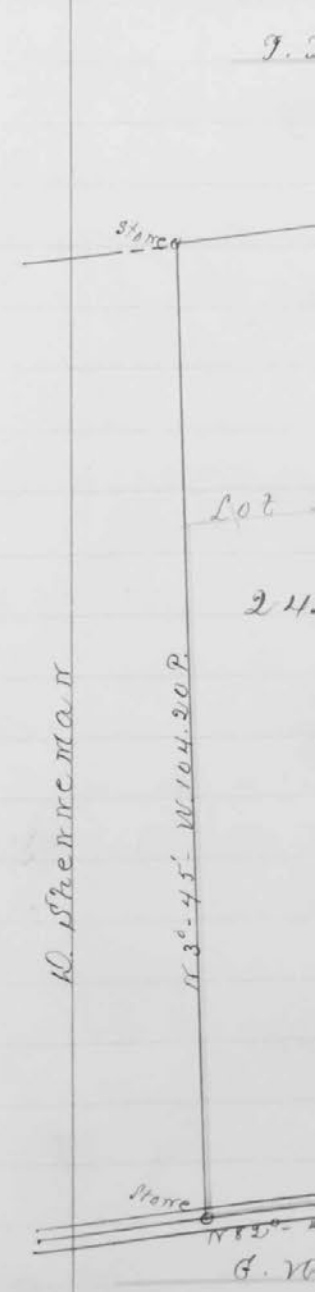
Lot N<sup>o</sup> 3. We assign to Melissa E. Langhrey Lot N<sup>o</sup> 3 of 17<sup>70</sup> acres free from Dower, situate in Taylor Township Union County, Ohio, and being a part of V. M. Survey N<sup>o</sup> 5507.

Beginning at a stake and stone in the center of the Macklin Road and South West corner of Lot N<sup>o</sup> 2: thence with the center of said road S. 82° 45' W. 29<sup>80</sup> poles to a stake and stone South East corner of Lot N<sup>o</sup> 4: thence with the East line of said Lot N<sup>o</sup> 4 N. 3° W. 105<sup>70</sup> poles to a stake and stone in the North line of said Survey N<sup>o</sup> 5507: thence with said Survey line N. 82° 15' E. 26<sup>70</sup> poles to a stake and stone North West corner of Lot N<sup>o</sup> 2: thence with the West line of Lot N<sup>o</sup> 2 S 3° 45' E. 105<sup>80</sup> poles to the beginning.

Lot N<sup>o</sup> 4. We assign to Angelina M. Langhrey Lot N<sup>o</sup> 4 of 24<sup>80</sup> acres, 7<sup>80</sup> acres being free from Dower and 17 acres subject to Dower, situate in Taylor Township Union County Ohio, and part of V. M. Survey N<sup>o</sup> 5507.

Beginning at a stake and stone in the center of the Macklin Road and South West corner of Lot N<sup>o</sup> 3: thence with the center of said Road S. 82° 45' W. 36<sup>80</sup> poles to a stake and stone South East corner

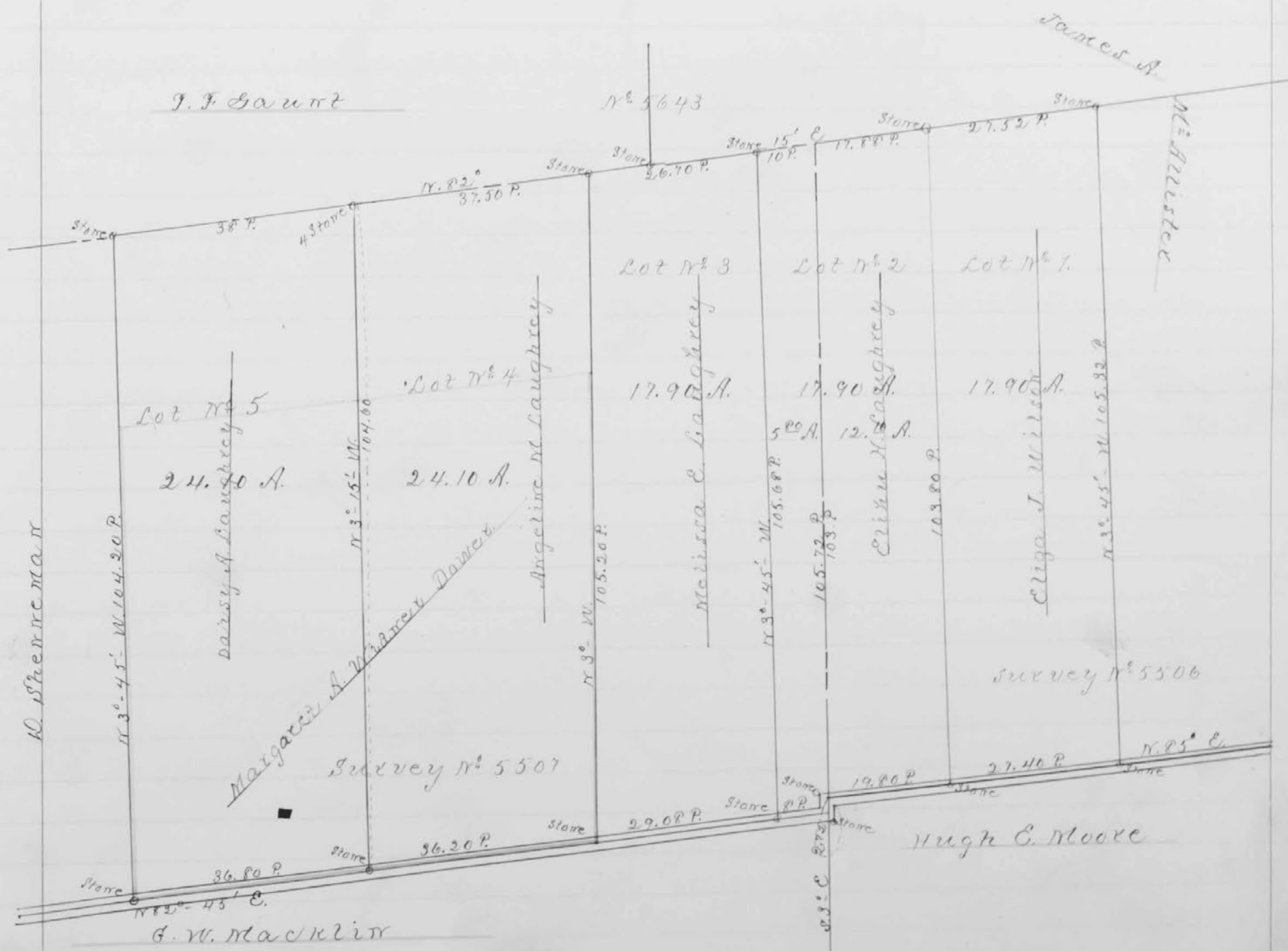
of Lot N<sup>o</sup> 5 N. 3° of said line N<sup>o</sup> of Lot N<sup>o</sup> 2 S. 105<sup>70</sup> Lot N<sup>o</sup> 2 24<sup>80</sup> ac and 7 Taylor V. M. S stone South center South with 45' W. 10 said line N of Lot 2 S 3° 15' 2





of Lot N<sup>o</sup> 5: thence with the East line of said Lot N<sup>o</sup> 5 N. 3° 15' W. 104 <sup>2</sup>/<sub>100</sub> poles to a 4 stone in the North line of said Survey N<sup>o</sup> 5507; thence with said Survey line N. 82° 15' E. 37 <sup>50</sup>/<sub>100</sub> poles to a stone North West corner of Lot N<sup>o</sup> 3: thence with the West line of Lot N<sup>o</sup> 3 S. 3° E. 105 <sup>2</sup>/<sub>100</sub> poles to the beginning.

Lot N<sup>o</sup> 5 We assign to Daisy A. Laughrey Lot N<sup>o</sup> 5 of 24 <sup>2</sup>/<sub>100</sub> acres, of which 17 acres is subject to Dower and 7 <sup>2</sup>/<sub>100</sub> acres being free from Dower, situate in Taylor Township, Union County, Ohio, and part of U. M. Survey N<sup>o</sup> 5507. Beginning at a stake and stone in the center of the Macklin Road and South West corner of Lot N<sup>o</sup> 4: thence with the center of said road S. 82° 45' W. 36 <sup>80</sup>/<sub>100</sub> poles to a stone South East corner of D. Shumann's land: thence with the East line of said Shumann's land N. 3° 45' W. 104 <sup>2</sup>/<sub>100</sub> poles to a stone in the North line of said Survey N<sup>o</sup> 5507; thence with said Survey line N. 82° 15' E. 38 poles to a stone North West corner of Lot N<sup>o</sup> 4: thence with the West line of Lot N<sup>o</sup> 4 S. 3° 15' W. 104 <sup>2</sup>/<sub>100</sub> poles to the beginning.



Estate of Hiram Laughrey Decd.  
 Nov. 19<sup>th</sup> 1890  
 Will P. Beightler, Surveyor.

Aus W. H. Moore, Commissioner 2 days \$2.<sup>00</sup>  
 J. Reinhart, " 2 " \$2.<sup>00</sup>  
 Will P. Beighler, " 2 " \$2.<sup>00</sup>  
 Chas. Kennedy C. C. 2 " \$2.<sup>00</sup>  
 W. F. Brown C. C. 2 " \$2.<sup>00</sup>  
 Will P. Beighler, Surveying Estate, Platting, Calculating  
 and making Report. \$15.<sup>00</sup>

Commissioners' Report

Eliza J. Wilson et al  
 vs  
 Melissa C. Langhrey et al  
 Court of Common Pleas  
 Union County, ss

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

Given under our hands, this 19<sup>th</sup> day of  
 November A. D. 1890.

Will P. Beighler }  
 W. H. Moore } Commissioners.  
 J. Reinhart }

Entry Afterward, on the 21<sup>st</sup> day of November, 1890, an  
 Entry was made on the Journal by the Clerk of Court.

6059 Eliza J. Wilson et al  
 vs  
 Melissa C. Langhrey et al  
 Journal 15, Page 422.

On motion to the Court by the plaintiff  
 and upon producing the return of the Sheriff and  
 the report of the Commissioners heretofore appointed,  
 and the same having been examined by the  
 Court and found in all respects correct and in  
 conformity to law and the former order of this  
 Court, the said proceedings and report are hereby  
 approved and confirmed.

It is therefore ordered and decreed that the  
 said parties hold in severally the parts and  
 premises so set off and assigned to each, respectively,  
 and the Clerk is hereby directed to have so much  
 of this decree as will show the transfer of title to  
 the several parties, put upon record in the  
 Office of the Recorder of this County.

And it is further ordered by the Court that  
 the costs of this action, including a counsel fee  
 of \$41.<sup>75</sup> to W. W. Merchant, attorney for plaintiff for  
 service herein, be paid by the said parties in the  
 following proportions, to wit:

To Eliza J. Wilson the one  $\frac{1}{5}$  part thereof, and  
 to each of said defendants, Melissa C. Langhrey, Eliza H.  
 Langhrey, Angeline M. Langhrey and Daisy A. Langhrey

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the equal one fifth (1/5) part of said costs and attorney's fees. And it is further ordered that the defendant Samuel M. Dow, Guardian of the minor defendants, pay the amounts so charged to said minor wards, from funds in his hands belonging to them. And execution is awarded if not paid in ten days.

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 November, to-wit, on the 3<sup>rd</sup> day of November in the year of our Lord one thousand eight hundred and ninety. On the 13<sup>th</sup> day of November, 1890, Cognovit Note was filed with the Clerk of said Court, to-wit.

The State of Ohio,  
Union County ss      |      Court of Common Pleas

Petitioner

Bank of Richwood

6100

vs

Samuel Wright

The defendant, on the 28<sup>th</sup> day of August A.D. 1889, executed and delivered to plaintiff Bank of Richwood his promissory note of that date, with the warrant of attorney annexed, which warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit A." and made a part of this petition.

Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiff on said note the sum of Four hundred and nineteen dollars and seventy-five cents, with interest at the rate of 8 per cent. per annum, from the 28<sup>th</sup> day of December A.D. 1889, excepting said credit of \$20<sup>00</sup> September 8<sup>th</sup>, 1890.

Wherefore plaintiffs pray judgment against said defendant for the sum of Four hundred and twenty-two dollars and eighty-five cents, with interest thereon from the 8<sup>th</sup> day of September A.D. 1890, at the rate of 8 per cent. per annum till paid, and for costs of suit. S. S. Gardner Atty.

The State of Ohio,  
Union County, ss

S. S. Gardiner, being sworn, says that he is the attorney of said plaintiffs, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

S. S. Gardiner.

Sworn to by said S. S. Gardiner before me, and by him signed in my presence, this 13<sup>th</sup> day of November A. D. 1890.

R. M. Crory, Clerk.

Seal

By W. W. Winget, Deputy.

Exhibit, 2419<sup>th</sup>. Four months after date, for value received, we jointly and severally promise to pay Bank of Richwood at their office, Four hundred nineteen  $\frac{3}{4}$   $\frac{15}{100}$  dollars with interest at the rate of eight per cent. per annum, on all unpaid principal and interest after due; interest to be computed every year, with 5 per cent. attorney fee, if collected.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us, or either of us, in any of said Courts, at any time after the above note becomes due, and confess judgment thereon, against us, or either of us, in favor of the payee or legal holder hereof, for the sum due on said note, with all interests and costs of suit; said judgment to draw the rate of interest specified in note, after rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may accrue in the rendition of said judgment and all right to sue out any writ of error; and our said attorney is hereby authorized to enter such release in said judgment.

Witness our hands & seals this 28<sup>th</sup> day of August 1889.  
P. O. Address Mt. Victory. Samuel Wright.

Indorsed: Paid \$20<sup>00</sup> September, 8<sup>th</sup>, 1890.

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

6100

Bank of Richwood

vs

Samuel Wright.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiffs, against said defendant, on said note, for the sum of Four hundred and twenty eight dollars and Forty five cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

J. L. Cameron,

Attorney for Defendant.

Entry Bank of Richwood

vs

6100

Samuel Wright

Judgment Entry.

\$ 428<sup>45</sup>.

This day came the plaintiffs, by their attorney; also appeared in open court for and on behalf of said defendant, J. L. Cameron, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for Four hundred and twenty eight dollars and Forty five cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Four hundred and twenty eight dollars and Forty five cents, being the amount of said note with interest computed at 8 per cent. per annum

from the 8<sup>th</sup> day of September A.D. 1890; and also costs herein expended, taxed at \$.

*Attest*  
R.M. Gony 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 S. Price, Judge of said Court of the term of November, to-wit, on the 3<sup>rd</sup> day of November, in the year of our Lord one thousand eight hundred and ninety. On the 13<sup>th</sup> day of November, 1890, Cognovit Note was filed with the Clerk of Court, to-wit:

Petitioner The State of Ohio,  
Union County, ss. | Court of Common Pleas

6101

A. A. Hill  
vs  
J. D. Taylor | Petitioner.

The defendant, on the 25<sup>th</sup> day of December A.D. 1890, executed and delivered to A. A. Hill his promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit A" and made a part of this petition.

Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiff on said note the sum of Three hundred dollars with interest at the rate of 8 per cent. per annum, from the 25<sup>th</sup> day of December, A.D. 1888.

Wherefore plaintiff pray judgment against said defendant for the sum of Three hundred dollars with interest thereon from the 25<sup>th</sup> day of December, A.D. 1888, at the rate of 8 per cent. per annum till paid, and for costs of suit.

J. L. Cameron,  
The State of Ohio, | Attorney for Plaintiff.  
Union County, ss.

J. L. Cameron, being sworn, says that he is the attorney of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said

Exhibit. \$30

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instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

J. L. Cameron.

Sworn to by J. L. Cameron before me, and by him signed in my presence, this 13<sup>th</sup> day of November, A. D. 1890.

Seal

R. M. Croy, Clerk

By W. M. Winger, Deputy.

Exhibit, \$300<sup>00</sup>. Milford Centre, Ohio, December 25<sup>th</sup>, 1888.

"A" July first after date, as principal debtors, we jointly and severally promise to pay to the order of A. S. Hill Three hundred 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 25<sup>th</sup> day of December, 1888.

J. D. Taylor.

The State of Ohio,

Answer Union County, ss: Court of Common Pleas.

6101 By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff, against said defendant, on said note, for the sum of Three hundred and forty five dollars and twenty cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

J. S. Gardiner, Atty for Deft.

Entry A. A. Hill

vs

Judgment Entry.

6101 J. Q. Taylor

This day came the plaintiff, by his attorney, and also appeared in open court, for and on behalf of said defendant, S. S. Gardner, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for Three hundred and forty-five dollars and twenty cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Three hundred and forty-five dollars and 20 cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 3<sup>d</sup> day of November, A. D. 1890; and also his costs herein expended, taxed at 8 - - - .

Attest  
A. M. Crox Clerk

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Plas 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 B. Price, Judge of said Court of the term of November, to-wit, on the 3<sup>d</sup> day of November in the year of our Lord one thousand eight hundred & ninety.

Be it remembered, that, heretofore, to-wit, on the 14<sup>th</sup> day of April, 1890, The Trustees of the Church of Christ at Richwood Ohio, filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against William Moses et al, to-wit:

Bucius H. Stevenson, John Warrick, John Collier, John Beasley, & Albert M<sup>r</sup> Gee as Trustees of The Church of Christ of Richwood, Ohio.

vs

W<sup>m</sup> Moses, Isaac H. Graham, George Courts

Petition

5966

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Petition

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The said Lucius H. Stephenson, John Warner John Keasley, John Collier and Albert M. C. C. say that they are the duly qualified Trustees of an incorporated religious society, which society is incorporated under the laws of Ohio under the name of the Church of Christ of Richwood Ohio.

Said religious society has been formed as a congregation for many years, and has been known as the Church of Christ of Richwood Ohio and has been managed by Trustees chosen by its members, which Trustees has had the management and control of its property of every kind and has had charge of the financial management thereof. Such Trustees have been chosen from time to time under the rules adopted by said society.

The plaintiffs further say that during the year 1882 said Society by the voluntary contributions of its members and others raised money by voluntary subscription and otherwise to purchase the real estate hereinafter described. The said real estate was the property of George Courts, and said society purchased the same with the money raised as aforesaid, and on the 3<sup>d</sup> day of April, 1882 the said George Courts in consideration of the sum of eight hundred and sixty five dollars paid and to be paid out of the funds aforesaid, conveyed said real estate to the Trustees of said society, the grant in said deed of conveyance being as follows:

"In consideration of the sum of \$865<sup>00</sup> paid by Trustees of the Church of Christ of Richwood, Ohio. L. H. Stephenson, J. H. Graham and W. H. Moses, the receipt whereof is hereby acknowledged do hereby grant, bargain, sell and convey to the said Trustees and their successors forever the following real estate described as follows:

Situate in the County of Union and State of Ohio in the Village of Richwood, Ohio, and bounded and described as follows: Being all of the Lots N<sup>o</sup> (7) Seven  $\frac{1}{2}$  (8) Eight in the old plat of the Village of Richwood, Union County, Ohio.

The plaintiffs say that as the date of said deed the said society was not incorporated but had a regular organization, and the said L. H. Stephenson, Isaac H. Graham and W. H. Moses were its duly qualified Trustees. That after the execution of said deed, to wit, on or about the day of --- the said society became incorporated under

the laws of Ohio, and by the will of its members the number of its Trustees was increased to five, and the plaintiffs duly selected and qualified.

The plaintiffs say that said society at the time of purchasing said real estate were not able to raise money sufficient to pay for the same in full, and the said B. W. Stephenson, Isaac H. Graham and W. W. Moses executed and delivered to said George Court their mortgage to secure the balance of the said purchase money which mortgage has never been fully paid but there remains of the sum secured thereby the sum of about \$150<sup>00</sup> unpaid. The said George Court has assigned said mortgage to said John Keasley.

The plaintiffs say that it is for the interest of said society to sell said real estate and pay off said indebtedness and reinvest the balance of the proceeds in other lands which are cheaper and equally useful for the purposes of said society.

The plaintiffs say that they as said Trustees have bargained to sell said property to the Village of Richmond but they are in doubt about their authority to make a good title.

The plaintiffs say that it is the desire of said society to make said sale and that it is to its best interest to do so. The plaintiffs therefore pray that their rights may be declared by the Court and that all matters pertaining to the same may be fully determined and that they may have an order to complete said sale and may be authorized to sell and convey said property and make deed on behalf of the said society, and for all such other and further relief as may be just.

J. L. Cameron, Atty. for Plff.

The State of Ohio,  
Union County, ss.

B. W. Stephenson, being first duly sworn says he is one of the Trustees of said corporation and its agent duly qualified; and that the facts stated and allegations made in the foregoing petition are true as he believes.

B. W. Stephenson.

Sworn to before me and signed in my presence this 14<sup>th</sup> day of April, 1890.

M. Hopkins, Mayor of the  
Village of Marysville, Ohio.

To the Clerk

Issue a Summons for the defendants, return-

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J. L. Cameron, Atty.

Afterward, on the 14<sup>th</sup> day of April, 1890, a  
 Summons was issued by the Clerk, indorsed, to wit:  
 The State of Ohio, |  
 Union County: To the Sheriff of said County;  
 You are hereby commanded to notify  
 William Moses, Isaac H. Graham and George  
 Courts that they have been sued by The Trustees  
 of the Church of Christ at Richwood, Ohio, in  
 the Court of Common Pleas of Union County, and  
 must answer by the 17<sup>th</sup> day of May 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 sum-  
 mons on the 28<sup>th</sup> day of April, A.D. 1890.  
 Witness my hand and the seal of said  
 Court this 14<sup>th</sup> day of April, A.D. 1890  
 R. W. Croxy, Clerk.

And on the 7<sup>th</sup> day of May, said writ returned  
 to the Clerks Office in said County, indorsed, to wit:  
 "Service acknowledged and our appearance  
 entered."  
 W. H. Moses.

Summons

5966

Afterward, on the 28<sup>th</sup> day of April, 1890, a  
 Summons was issued by the Clerk of Court, to wit:  
 The State of Ohio, |  
 Union County: To the Sheriff of said County;  
 You are hereby commanded to notify  
 Isaac H. Graham (impleaded with others) that he  
 has been sued by The Trustees of the Church of  
 Christ of Richwood, Ohio, in the Court of Common  
 Pleas of Union County, and must answer by the  
 31<sup>st</sup> day of May, 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 12<sup>th</sup> day of May, A.D. 1890.  
 Witness my hand and the seal of said  
 Court, this 28<sup>th</sup> day of April A.D. 1890.  
 R. W. Croxy, Clerk.

And on the 5<sup>th</sup> day of May, 1890, the Sheriff of  
 said County returned said writ to the Clerks Office  
 in said County, which return is, to wit:

Sheriff's Return

5966

|               |       |
|---------------|-------|
| Ser. & Return | \$ 30 |
| Mileage       | 2 40  |
| Copy          | 20    |
| Total         | 2 90  |

The State of Ohio, |  
 Union County ss | Sheriff's Return.  
 Received this writ April 28<sup>th</sup> A.D.  
 1890 at 10 o'clock A.M. and served same by

delivering a certified copy thereof with the indorsements thereon to Isaac H. Graham on the 1<sup>st</sup> day of May, 1890.

Thomas Martin, Sheriff.

Answer

Afterward, on the 14<sup>th</sup> day of June, 1890, an Answer was filed with the Clerk of said Court, to wit:

5966 Rufus H. Stephenson

Trustee et al

vs

W<sup>m</sup> Moses, Isaac Graham

& George W. Court.

Court of Common Pleas  
of  
Union County, Ohio.

Now come the said Isaac Graham and W<sup>m</sup> Moses, two of the defendants named in said petition and not waiving any rights by reason of the want of publication in a newspaper of the filing of said petition, say for their separate answer that at the time said premises in said petition mentioned were purchased and said conveyance made to them as Trustees of the Church of Christ at Richwood had in view the building of a new House of Worship although it had another lot a church building, and the subscription on which the money paid for said lot specially provided for the purchase of said lot to hold until the church congregation was able to build thereon; it being a choice selection for that purpose. That said Graham

paid \$130<sup>00</sup>, and said Moses paid \$70<sup>00</sup> and Moses Snidiker \$70<sup>00</sup>, W<sup>m</sup> Leubright \$30<sup>00</sup> and a few others each a considerable amount with said special condition, and all of whom join in the view of the case with said defendants. That after said conveyance there was a division in said Church and congregation and a considerable part of the same left the old church and organized anew, but undertook to retain original name of the Christ Church at Richwood and elected five trustees and applied for and obtained letters of incorporation from the Secretary of State of Ohio on the 1<sup>st</sup> day of October, 1887, and continued for some time to hold meetings in the Courts Hall in Richwood, but the original church or congregation continued its organization and held its meetings in the old church building.

That afterwards said chartered congregation ceased to meet in said Hall and without any new organization met in said old church building with the original congregation but they are not able to say whether any new election of

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Trustees took place and the said chartered congregation were not and are not the Church of Christ in Richwood and have no right to said property. That since said chartered congregation got back into said old House of Worship the Pastor of the old church and a part of the old congregation and church for peace sake moved out of said old church building and have continued to hold its meetings almost every Sabbath claiming to be the Church of Christ in Richwood and claiming said property.

That the plaintiffs are the Trustees of the said chartered church but not the Trustees of the Christ Church of Richwood and have no right to said property or the proceeds thereof.

And further the defendants say that they are informed and believe and charge that plaintiffs have agreed to refund to Rev. W. L. Neal of Martin Ohio, a minister in said Church One hundred dollars which he paid on said lot on condition that he will not oppose the sale of said lot and the payment of the proceeds thereof to the plaintiffs.

And further they say it will be a clear departure from the original agreement and condition of said subscription to sell said lot bought for said special purpose and pay the money over to said plaintiffs to be used as it will be used for other purposes than the purchase of a suitable lot for the erection of a house of worship for the Christ Church of Richwood and they say that if said lot must be sold that the money left after paying said balance on said mortgage should be distributed pro rata among those who paid the money for the purchase of said lot.

The defendants aforesaid say that the form of church government of the Christ Church in Richwood Ohio is purely congregational with no authoritative or governmental superior over each congregation and the property of each congregation is absolutely its own with no responsibility of any other church or congregation of the same faith and practice or denomination.

Therefore said defendants pray that said prayer of plaintiffs be not granted for the sale of said lot, but if the Court order its sale, that it be sold according to law under the order of the Court and after the payment of said

incumbrance the balance be paid to said original church or be distributed among and be refunded pro rata to those who paid the amount paid on said lot, and that such other relief be granted as may prove to be right.

Robinson & Woodburn,

State of Ohio,  
Union County, ss

Attorneys for Defendants.

Isaac B. Graham, being duly sworn deposes and says he believes the allegations of said answer are true.

Isaac B. Graham.

Sworn to before me and signed in my presence this 12<sup>th</sup> day of June, 1890.

S. S. Gardiner,

Notary Public.

Reply Afterward, on the 4<sup>th</sup> day of September, 1890, a reply was filed with the Clerk of Court,

5966 Lucius B. Stephenson et al. Trustees vs.

Court of Common Pleas  
Union County, Ohio.

vs

William Moser et al.

The plaintiffs for reply to the answer of the said defendants say:

That they deny each and every allegation and averment in said answer contained; except so far as the same is herein, and in the petition, expressly admitted.

The plaintiffs admit that the form of the church government in the Church of Christ, is congregational, with no governmental superior. Wherefore the plaintiffs pray as they have already prayed in their petition.

L. B. Stephenson.

The State of Ohio,  
Union County, ss.

L. B. Stephenson being sworn, says that he is one of the plaintiffs, duly authorized; and that the facts stated and the allegations, made in the foregoing reply are true as he verily believes.

Sworn to before me and signed in my presence this 2<sup>nd</sup> day of September, 1890.

Joseph Couer, J. P.

Proof  
of  
Publication

Afterward, on the 7<sup>th</sup> day of November, 1890 the Proof of Publication was filed with the Clerk of Court.

Legal Notice

Notice is hereby given that Lucius B. Stephenson

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John Worrick, John Collier, John Heasley and Albert M<sup>r</sup>. Gee, as trustees of the Church of Christ of Richwood, Ohio, did on the 14<sup>th</sup> day of April, 1890 file in the Court of Common Pleas of Union County Ohio, their petition setting forth among other things that the Church of Christ of Richwood, Ohio, was and is a religious society, and the above named persons are the trustees thereof. That said society is the owner of the following real estate, situated in said County of Union and State of Ohio, being all of Tracts No. 7 & 8 in the old plat of the Village of Richwood.

It is further set forth in said petition that said real estate is encumbered by mortgage and that it is for the interest of said society to sell said property and pay off said indebtedness, and to reinvest the balance of the proceeds for other church purposes.

That said society has already contracted said property to the Village of Richwood, and that it is the desire of said society and for its best interest that said sale be made.

The prayer of said petition is for an order authorizing said trustees on behalf of said society to make such sale of said property and for authority to convey its sum, and for all such orders as may be proper and authorized by law.

Trustees of the  
Church of Christ  
Richwood, Ohio.

{  
Darius H. Stephenson  
John Worrick  
John Collier  
John Heasley  
Albert M<sup>r</sup>. Gee

The State of Ohio,  
Union County, ss. |

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with June 26<sup>th</sup>, 1890.

J. W. Gruner

Sworn to and subscribed before me, this 7<sup>th</sup> day of November, 1890.

R. M<sup>r</sup>. Leroy, Clerk.

Seal

By W. M. Winget, Deputy.

Afterward, on the 12<sup>th</sup> day of November, 1890 an entry was made on the Journal by the Clerk of said Court, to wit:

Bucius H. Stephenson et al  
as Trustees of the Church  
of Christ at Richwood, Ohio

Entry

William Moses et al

Journal 15, Page 410.

5966

This day this cause came on to be heard upon the pleadings and evidence and was argued by counsel and submitted.

On consideration whereof the Court being fully advised in the premises finds that said Bucius H. Stephenson, John Warrick, John Keasley, A. A. M<sup>r</sup> Gue and J. B. Collier are the Trustees of the said Church of Christ at Richwood Ohio, and that they are successor to Bucius H. Stephenson Isaac Graham and William Moses, and that as such Trustees they are seized of the lands in the petition described, and that they hold the same in trust for said church congregation.

The Court further finds that said petitioners have caused due and legal notice of the pendency and prayer of the petition in this case to be published in the "Marysville Tribune" which is a newspaper of general circulation in this County, and that said notice has been so published for more than four consecutive weeks prior to the present term of this Court.

And the Court finds that it is the desire of the members of said Church congregation and for their best interest that said property be sold as prayed for by the petitioners.

And the Court further finds that the sum of One thousand dollars is the fair and reasonable value of said lands.

It is therefore considered ordered and decreed by the Court that the said Bucius H. Stephenson, John Warrick, John Keasley, A. A. M<sup>r</sup> Gue and J. B. Collier as such Trustees be and they are hereby authorized to sell said lands and on behalf of said church society. Said sale to be for not less than One thousand dollars and the terms of payment cash, and that they report to this Court their proceedings and sale forthwith.

So which findings and judgment of the Court the defendants whose answer is on file except and especially except to the order of sale at private sale.

Report  
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Report of following Report was filed with the Clerk of Court.  
Trustee Lucius H. Stephenson  
et al Trustees re:

Report of Sale.

vs  
William Moses et al

Now comes Lucius H. Stephenson John Warrick, John Heasley, John Collier, Albert M<sup>r</sup> Gue, Trustees of the Church of Christ of Richwood Ohio, persons heretofore authorized to sell the following real estate, situate in the County of Union and State of Ohio, and in the Village of Richwood bounded and described as follows:

Being all of the Lots to Seven (7) & Eight (8) in said Village as shown by the old plat.

And make report of a sale made by them under and virtue of said authority and say that they have sold said real estate to the Village of Richwood for the sum of One thousand dollars cash: that said sum is the full and fair value of said premises and the best price that could be obtained therefor.

This 13<sup>th</sup> day of November, 1890.

Trustees of Church  
of Christ at Richwood, Ohio.

Lucius H. Stephenson  
John Warrick  
John Heasley  
John Collier  
Albert M<sup>r</sup> Gue

Entry Afterward, on the 13<sup>th</sup> day of November, A. D. 1890  
an Entry was made on the Journal by the Clerk.

5966 Lucius H. Stephenson  
et al Trustee re

Journal 15, Page 414.

vs  
William Moses et al

Now come this cause on to be heard upon the report of Lucius H. Stephenson John Warrick, John Heasley, John Collier and Albert M<sup>r</sup> Gue as Trustees of the Church of Christ of Richwood, Ohio. of a sale made by them of the real estate in the petition in this case described and upon motion to confirm the same, on consideration whereof the Court being fully advised in the premises do approve and confirm the same, and it is ordered that the said plaintiffs as such Trustees execute to the Village of Richwood, Ohio. the purchaser at said sale, a deed for the lands and tenements so sold.

And it is further ordered that the said Trustees after paying the mortgage indebtedness

and the cost and expense of this proceeding revert  
the balance of said proceeds in other lands or in  
improving other real property owned by said Christ  
Church as said Trustees may deem best.

The defendants object to the confirmation  
of the sale because no appraisement has been made  
of the lot which defendants demand should be  
made, which objection and demand the Court  
overrule. Whereupon defendants except to said  
order and judgment confirming said sale and  
overruling said demand for appraisement.

Attest  
R. M. Enry clerk



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 B. Price, Judge of said Court of  
the term of November, on the 3<sup>rd</sup> day of November in  
the year of our Lord one thousand eight hundred  
and ninety.

On the 17<sup>th</sup> day of November a  
Cognovit Note was filed with the Clerk of Court, to wit:

Petitioner The State of Ohio  
Union County ss

In the Court of Common Pleas

6105

George Runyon  
vs  
F. M. Hearduff

Civil Action for Money only.

The above named plaintiff says that  
there is due to him from F. M. Hearduff, defendant,  
on a promissory note made by the defendant  
F. M. Hearduff dated the 6<sup>th</sup> day of October, A. D. 1850, which  
note, with the warrant of attorney thereto annexed,  
is hereto attached, the sum of three hundred  
dollars with interest thereon at six per cent. from  
the 6<sup>th</sup> day of January A. D. 1851. 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 on said  
note from said defendant, the sum of three hund-  
red dollars with six per cent. interest from the  
6<sup>th</sup> day of January A. D. 1851.

Whereupon the plaintiff ask judgment against  
said defendant for the sum of three hundred

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dollars with interest at 6 per cent. from the 6<sup>th</sup> day of January A. D. 1851.

Porter & Porter

The State of Ohio,  
Union County ss

Attorneys for Plaintiff.

C. 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 affiant's possession as such attorney.

C. W. Porter.

Subscribed by C. W. Porter in my presence, and sworn to by him before me, this 17<sup>th</sup> day of November A. D. 1890.

C. W. Porter.

Copy of Note.

" \$300<sup>00</sup> Town of Allen, October 6<sup>th</sup>, 1850.  
" Three months after date I promise to pay  
" C. W. Coy or bearer, Three hundred dollars at Expense  
" Office Lewisburg Ohio. Value received. I 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  
" me in any Court in said State of Ohio or else-  
" where, having jurisdiction of said sum, and  
" confess judgment hereon against me, in favor of  
" said Payee or their assigns, for said amount  
" and costs of suits; and to release all errors in the  
" entry and rendition of said judgment and all  
" right and benefit of appeal and writs of error.  
" P. C. Potlursburg F. M. Hearduff  
" Union County.

" Wm Nichols to J. Leneal."

Pay to the order of Geo. Rummion.  
J. Leneal.

Answer George Rummion

In Court of Common Pleas  
Union County ss

6105- F. M. Hearduff

And now come F. M. Hearduff the above named defendant, by the undersigned W. W. Merchant attorney, and waives the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition, and against the above named defendant for the sum of Four hundred & seventy seven

dollars and fifty-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 defendant's right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

Nov. 17<sup>th</sup> A. D. 1890.

W. W. Merchant.

Entry

George Rummion

vs

F. M. Bearduff

Journal 15, Page 418

6105

This day came the plaintiff by Porter & Porter his attorneys, and thereupon came W. W. Merchant one of the Attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition the sum of \$477.55. It is therefore considered that said plaintiff do recover of said defendant the said sum of \$477.55 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of six per centum per annum. And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest  
R. M. Conroy clerk



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 November, to-wit, on the 3<sup>rd</sup> day of November, in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 2<sup>nd</sup> day of June, 1890, Frank Shelberry filed in the Clerk's Office of the said Court of Common Pleas the

follow  
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Petition  
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Petition

following Petition against the Unknown Heirs of Wm Crogan deceased et al.

Frank Kelberry vs.

6005 Unknown Heirs of Wm Crogan Deed, Wm Duvall, Sally Duvall, Unknown Heirs of Ezechial Kinton, Deed, Seburn Kinton, Unknown Heirs of Seburn Kinton, Unknown Heirs of Levi Kinton Deed, & the Unknown Heirs of Mary Reed Deceased.

Court of Common Pleas of Union County, Ohio  
Petition.

Plaintiff says that he is the owner in fee simple and in the actual possession of the following described real estate: Situated in the Township of Millcreek, County of Union, and the Township of Concord, County of Delaware in the State of Ohio, and known as a part of Survey N<sup>o</sup> 2992 in the name of Wm Crogan: Beginning at a stone in the center of County road: thence S 8<sup>o</sup> W. one hundred and fifty-two (152) poles to corner of C. Myers and Robinson line: thence S 80<sup>o</sup> E. one hundred and fifty five (155) poles to a stone in the Survey line: thence N. 8<sup>o</sup> E. one hundred and thirty-two (132) poles: thence W. thirty (30) feet: thence N. thirty-two (32) poles 19 1/2 links: thence S. 82 1/2<sup>o</sup> W. one hundred and fifty-five (155) poles to place of beginning, containing by estimation one hundred and fifty acres of land.

Also the following described premises situated in the Township of Concord in the County of Delaware and State of Ohio and being part of said U. M. Survey N<sup>o</sup> 2992: Beginning at a post and stone at the N. E. corner of said real estate at the junction of the County roads: thence N. 89<sup>o</sup> W. along the South edge of the County road thirty-four 2/5 2/5 poles to a stone or a post by an apple tree and white oak: thence north-westerly eleven rods to a post about 20 feet N. E. corner of two red oaks and sugar tree on the South bank of Millcreek: thence westerly continuing on the bank of the creek with the meanderings thereof to a point on the south bank of said creek at the N. W. corner of said real estate two poles S. 7<sup>o</sup> E. from the N. E. corner of a tract of land formerly owned by James Cole: thence S. 7<sup>o</sup> E. along the west line of said real estate and East line of said lot formerly owned by James

Cole fifty one  $\frac{2}{3}$   $\frac{18}{100}$  rods to a post or stone (crossing the County road and a small branch and passing through the old grave yard) thence N.  $83^{\circ}$  E. eighty one  $\frac{2}{3}$   $\frac{18}{100}$  rods to a post in the center of the County road on the east line of said real estate by a black walnut (crossing a branch at 64 rods) thence N.  $6^{\circ}$   $20'$  W. along said east line  $\frac{2}{3}$  in County road thirty-eight rods to the place of beginning (crossing a branch at 16  $\frac{1}{2}$  rods) containing by estimation twenty three acres exclusive of  $\frac{1}{4}$  of an acre reserved for burying ground on the South side of the County road.

Also the following described premises, situated in the County of Delaware in the State of Ohio and in the Township of Concord in said Survey N<sup>o</sup> 2992: Beginning at a stone in the center of a road corner of lands formerly owned by John Penn: thence with the line of said lands S.  $87^{\circ}$  W. eighty one poles to a stone in the line of J. Pounds land: thence with his line S.  $2\frac{1}{4}^{\circ}$  E. thirty-three  $\frac{2}{3}$   $\frac{53}{100}$  poles to a stake in the center of a hedge: thence N.  $87^{\circ}$  E. 81 poles to a stone in the center of said road: thence with the center of said road N.  $2\frac{1}{4}^{\circ}$  W. thirty-three  $\frac{2}{3}$   $\frac{53}{100}$  poles to the place of beginning, containing seventeen acres of land.

Also the following described premises, situated in the Township of Millcreek, County of Union and State of Ohio: Beginning at a stone in the east line of lot N<sup>o</sup> 4 of the subdivision of said Survey N<sup>o</sup> 2992 and north-east corner to a tract containing 25 acres conveyed by Presley said to Richard M. Pounds on the 16<sup>th</sup> day of September, 1881: thence with the north line of said tract S.  $84\frac{1}{4}^{\circ}$  W. forty-eight  $\frac{2}{3}$   $\frac{80}{100}$  poles to a stone north-west corner to said tract in the west line of said lot N<sup>o</sup> 4 thence with said line N.  $6\frac{3}{4}^{\circ}$  W. forty-two  $\frac{2}{3}$   $\frac{80}{100}$  poles to a stone corner to John Pounds lands: thence with the line of said land as follows: N.  $86^{\circ}$  E. one pole to a stone: thence N.  $6\frac{3}{4}^{\circ}$  W. fifty-nine  $\frac{2}{3}$   $\frac{40}{100}$  poles to a stone: thence N.  $86^{\circ}$  E. fifty  $\frac{2}{3}$   $\frac{68}{100}$  poles to a stone south-east corner of said John Pounds land in the east line of said lot N<sup>o</sup> 4 thence with said line S.  $5^{\circ}$  E. one hundred and  $\frac{2}{3}$   $\frac{70}{100}$  poles to the beginning, containing thirty one  $\frac{2}{3}$   $\frac{70}{100}$  acres of land.

On November 2<sup>nd</sup>, 1817, one Ralph Osborn, who was then the owner thereof, executed and delivered to said defendant W<sup>m</sup> Crogan his certain mortgage

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deed conveying the following described premises:  
 Situated in the Counties of Delaware and Union in the State of Ohio and in said Survey N<sup>o</sup> 2992 V. M. lands and bounded thus: Beginning on the South branch of Millcreek lower corner to John Philips Survey N<sup>o</sup> 2989: thence with Philips line and passing his corner S. 10° E. five hundred and seventy-four poles; thence S 80° E. three hundred and eighty poles; thence N. 10° W. four hundred and thirty-eight poles to a white oak on the south branch of the creek: thence up the creek binding thereon S. 57° W. fifty-five poles N. 83° W. eighty poles N. 72° W. forty-six poles, N. 77° W. fifty poles N. 70° W. twenty-six poles N. 71° W. seventy-seven poles N. 63° W. fifty-two poles, N. 33° W. seventy-four poles to the beginning, containing eleven hundred and red acres of land.

Said mortgage recites that the said Ralph Osborn has made to said William Crogan several notes of hand of same date as mortgage, to wit:

One of \$2000<sup>00</sup> payable January 1<sup>st</sup>, 1819; One of \$2000<sup>00</sup> payable January 1<sup>st</sup>, 1820 and one of \$2000<sup>00</sup> payable Jan 1<sup>st</sup>, 1821: and contains a condition that if the said Ralph Osborn shall pay said sums when due that said mortgage to be void; and was duly executed acknowledged and recorded. (See Records of Deeds Delaware County Vol 4 Page 86)

All of plaintiffs lands above described are parts of said eleven hundred acres conveyed by said Ralph Osborn to said William Crogan his heirs and assigns by the mortgage deed aforesaid.

On the 19<sup>th</sup> day of September, 1838 Thomas Duvall who was then the owner thereof executed and delivered to said defendants William Duvall and Sally Duvall his certain mortgage deed conveying the following described premises:

Beginning at a maple sugar and ash S. 8° E. 152 poles corner of C. Myers land, witness a hickory, ironwood and sugar tree: thence S. 80° E. 64 poles to a stake: thence N. 8° W. 22 poles to a stake: thence S 80° W. 21 poles corner to a sugar tree: thence N. 8° W. 80 poles corner to a white oak: thence S. 80° E. 10 poles to a stake: thence N. 8° W. 32 poles to an elm and two ironwoods: thence S 80° W. 50 poles to the place of beginning containing 44 acres of land more or less in said V. M. Survey N<sup>o</sup> 2992.

Said mortgage contained the following condition, to-wit: That the said Thomas Duwall should pay one hundred dollars in hand and should let the said William Duwall and Sally Duwall have a life lease on the home the said William Duwall then occupied and on a garden ground, and that he would furnish food and clothing, and medical aid when necessary for the said William Duwall and Sally Duwall during their natural life, and that he would not dispose of said premises in any wise without first obtaining permission from the said William and Sally Duwall, and that the said William Duwall should have permission to keep Mary Martha Duwall and Rebecca Baird on said premises and that if Mary Martha Duwall should leave then that said Thomas Duwall would employ a girl to wait upon the said William and Sally Duwall; and that if the above conditions were complied with then said mortgage to be void, otherwise to be and remain in full force and virtue in law; and was duly executed, acknowledged and recorded (See Records of Deeds of Union County, Ohio, Vol 7, Page 170). The 44 acres of land described in the above mortgage from Thomas Duwall to William Duwall and Sally Duwall is a part of the plaintiffs lands above described.

On the 10<sup>th</sup> day of April, 1860, in consideration of the sum of \$413 <sup>52</sup>/<sub>100</sub>, Daniel Duwall, who was then the owner thereof executed and delivered to Abraham Wiley, Sheriff of Union County, Ohio, his certain mortgage deed conveying the following described premises to-wit: Situated in said U. M. Survey N<sup>o</sup> 2992: Beginning at the north east corner at a sugar tree and two ironwoods: thence S 80° W. 112 poles to an ash and houbbeam: thence S. 8° E. 85 poles to an ironwood and sugar tree; thence S. 80° E. 112 poles to an elm and sugar trees: thence N. 8° W. 85 poles to the beginning, containing 60 acres of land more or less.

Also the following described premises in said Survey N<sup>o</sup> 2992: Beginning at the south east corner of 60 acres of land that Daniel Roberts now (in 1830) lives on at a sugar, elm, and ironwood: thence S 8° E. 22 poles to a hickory: thence S. 80° W. 95 poles to a stake in Asa Robinsons line: thence N. 8° W. 22 poles to a stake in said Roberts line: thence S. 80° E. 95 poles to the beginning, containing 13 acres.

Said mortgage contains the following condition:

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"That whereas, the said Daniel Duvall has executed to the said Abraham Wiley, Sheriff, and his successors in office his right promissory notes as follows: one due in one year from date and one due in two years from date for the use of Ezebiel Hinton heirs; one due in one year and one due in two years from date for the use of Seburn Hinton; one due in one year and one due in two years from date for the use of the heirs of Levi Hinton, deceased; one due in one year and one due in two years from date for the use of the heirs of Mary Reed, deceased, each note for the sum of fifty one  $\frac{2}{3}$  % dollars with interest from date.

Now if said Daniel Duvall shall pay said promissory notes with the interest to the said Abraham Wiley, Sheriff, or his successors in office when the same respectively becomes due then this obligation to be void otherwise to be and remain in full force and virtue in law. Said mortgage was duly executed acknowledged and recorded in Record of Mortgages, Union County, Ohio, Vol. 3, Page 421; the land therein conveyed is a part of plaintiffs premises above described.

Neither of the above mentioned mortgages exist; the mortgage from Ralph Osborn to William Crogan, the mortgage from Thomas Duvall to William Duvall and Sally Duvall and the mortgage from Daniel Duvall to Abraham Wiley Sheriff, and his successors in office for the use of Seburn Hinton and the heirs of Ezebiel, Hinton, Levi Hinton and Mary Reed appears of record to be satisfied; but plaintiff believes and avers that said mortgage from Ralph Osborn to William Crogan and said mortgage from Daniel Duvall to Abraham Wiley, Sheriff, and his successors in office have each been fully paid and satisfied, and that said mortgage from said Thomas Duvall to William Duvall and Sally Duvall has been satisfied and released and that all of said mortgages ought to be cancelled of record.

For more than twenty-one years, to-wit: for the period of twenty-eight years, being the time when the last notes in said mortgage to Wiley became due, and on most of said premises for a great deal longer period, said plaintiff and those under whom he claims

have been in actual, exclusive, open notorious and adverse possession of said real estate claiming the legal title thereto under and by virtue of deeds duly executed, acknowledged and recorded.

By reason of the facts above stated and as appears from the records, there is a cloud upon plaintiff's title which greatly diminishes the value of his said real estate in the market.

Plaintiff has no knowledge of the place of residence of either of the above named defendants nor the names or residences of the heirs aforesaid or either of them nor has he any knowledge as to whether said Seburn Kinton is now living, though he has made use of extraordinary diligence to ascertain such facts.

Whereupon plaintiff prays that the said William Linnell, Sally Linnell and Seburn Kinton and the unknown heirs of William Crogan, Ezekiel Kinton, Levi Kinton, Mary Reed and (if the said Seburn Kinton be not living) of Seburn Kinton may be made parties defendant hereto and notified according to law of the filing and pendency and prayer of this petition and be required to answer herein and set up any claim they or either of them may have to the premises herein described or any part thereof, and in case of their default, that they and each of them be by order and decree of this Court estopped and enjoined forever from making any claim thereto adverse to the title of plaintiff.

That the claims of said defendants be adjudicated, that they be declared null and void and that the title of said plaintiff be cleared and forever quieted from any claim that the said defendants or either of them may have in the lands and tenements above described and that all of said mortgages be ordered cancelled of record, and for such other and further and different relief as equity and the virtue of the case requires.

G. W. Carpenter,

Attorney for Plaintiff.

The State of Ohio,  
Delaware County, ss.

Frank Ekelberry, plaintiff, being duly sworn says, that the statements and allegations in the above and foregoing petition are true as he verily believes.

Mr. Frank Ekelberry.

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Sworn to by the said Frank Ekelberry, before me and by him subscribed in my presence this 31<sup>st</sup> day of May, 1890.

W. F. Obermyer, Probate Judge,

in & for Delaware County, O.

Afterward, on the 2<sup>nd</sup> day of June, 1890, a Motion was filed with the Clerk of said Court, to wit:

Motion

6005

Frank Ekelberry

vs

Unknown Heirs of  
W<sup>m</sup> Croghan, dec'd. et al

Court of Common Pleas  
Union County, Ohio.

And now comes the said Frank Ekelberry by his attorney, and moves the Court for an order respecting the publication of notice to the defendants in the above entitled cause whose names and residence are unknown to plaintiff, pursuant to the provisions of Section 5053 Revised Statutes of Ohio and the acts amendatory thereto.

G. W. Carpenter,

Atty for Plff.

Affidavit

6005

Afterward, on the 2<sup>nd</sup> day of June, 1890, the following Affidavit was filed with the Clerk of Court.

Frank Ekelberry

vs

Unknown Heirs of  
W<sup>m</sup> Croghan, dec'd. et al

Court of Common Pleas  
Union County, Ohio.

Frank Ekelberry, plaintiff, being duly sworn says that the above entitled cause is an action which relates to real estate situate in the Counties of Union and Delaware in the State of Ohio, and that the relief therein demanded consists in part in excluding said defendants from any interest therein.

The following named defendants are to plaintiff unknown and their places of residence cannot be ascertained and service of summons cannot be made on them or either of them in this State, to wit: William Sewall, Sally Sewall and Seburn Kinton; and that the heirs at law of said William Croghan, deceased, Ezekiel Kinton deceased, Seburn Kinton, deceased, Levi Kinton deceased, and Mary Reed, deceased, are necessary parties to said action and that the names and residence of each and all of them is unknown to plaintiff and cannot be ascertained.

W. Frank Ekelberry.

Sworn to by the said Frank Ekelberry before me and by him subscribed in my presence this 31<sup>st</sup> day

of May A.D. 1890.

Seal

U. F. Overurf, Probate Judge in <sup>q</sup> for Delaware County, Ohio

Entry Afterward, on the 2<sup>d</sup> day of June, 1890, an entry was made on the Journal by the Clerk.

6005 Frank Kelberry

vs

Unknown Heirs of W<sup>m</sup> Crogan Deid. et al

Journal 15, Page 318.

On motion of the said Frank Kelberry, and it appearing from his affidavit that the names and residence of the heirs at law of William Crogan, Ezekiel Kenton, Seburn Kenton, Ben Kenton and Mary Reed are unknown to the said plaintiff. It is ordered that notice of the pendency and prayer of this cause be made on them by publication for six consecutive weeks in a newspaper printed and of general circulation in this County in the same manner as in case of other non resident defendants.

Proof

of Publica tion

Legal Notice

Frank Kelberry

vs

Unknown Heirs of W<sup>m</sup> Crogan Deid. et al

6005

The defendants, William Duvall, Sally Duvall and Seburn Kenton whose places of residence are unknown, and also the heirs at law of William Crogan, Ezekiel Kenton, Seburn Kenton, Ben Kenton and Mary Reed, whose names and places of residence are unknown, will take notice that on the 2<sup>d</sup> day of June, A.D. 1890, the said Frank Kelberry, plaintiff, filed his petition against them in the Court of Common Pleas of Union County, Ohio, being in case N<sup>o</sup>: 6005; the object and prayer of which petition is to cancel a certain mortgage given by one Ralph Osborn to said William Crogan on or about November 2, 1817, on all of the lands hereinafter described, with other lands and recorded in record of deeds, Delaware County, Ohio, Vol. 4, Page 86, to cancel a certain mortgage given by one Thomas Duvall to said William Duvall and Sally Duvall on or about the 19<sup>th</sup> day of September 1838, on forty four acres in the West side of the first tract of land hereinafter described, and record ed record of deeds of Union County, Ohio, Vol. 7, Page 170 to cancel a certain mortgage given by Daniel Duvall to Abraham Wiley, Sheriff of Union County, Ohio, and

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his successors in office for the use of said Sebura  
 Henton and the heirs of Ezekiel Henton, Geo Henton,  
 and Mary Reed on or about the 16<sup>th</sup> day of April, 1860  
 on 73 acres in the southeast part of the first tract  
 of land hereinafter described and recorded in  
 Record of mortgages of Union County, Ohio Vol. 3,  
 Page 471, and to quiet the title to the following  
 described real estate, to wit: Situated in the Town-  
 ship of Millcreek, County of Union and the Township  
 of Concord, County of Delaware, in the State of  
 Ohio, and being part of U. M. Survey n<sup>o</sup> 2992:

Beginning at a stone in the center of the  
 County road, thence S. 81° W. 152 poles to the corner of  
 C. Myers and Robinsons line (formerly); thence S. 80°  
 E. 155 poles to a stone in the survey line; thence  
 N. 8° E. 132 poles; thence West 30 feet; thence North  
 32 poles 1/2 links; thence S. 82 1/2° W. 155 poles to the  
 beginning, containing 150 acres of land.

Also the following, situated in Concord  
 Township, Delaware County, Ohio, in said Survey  
 2992, beginning at a post and stone at the N. E.  
 corner of said real estate at the junction of  
 the County road; thence North 87° W. along the  
 South edge of the County road 34 3/4 poles; thence  
 north-westerly 11 poles; thence westerly along the  
 south bank of Millcreek 2 poles; thence S. 71° E. 51 1/2  
 poles; thence N. 83° E. 81 1/2 poles; thence N. 6° 20' W. 38 poles  
 to the beginning, containing 23 acres of land.

Also, the following, situated in Concord  
 Township, Delaware County, Ohio, in said Survey  
 2992: Beginning at a stone in the center of  
 a road, corner to lands formerly owned by John  
 Penn; thence S. 87° W. 81 poles; thence S. 2 1/4° E. 33 3/4  
 poles; thence N. 87° E. 81 poles; thence N. 2 1/4° W. 33 3/4  
 poles to the beginning, containing 17 acres of land.

Also the following, situated in Millcreek  
 Township, Union County, Ohio. Beginning at  
 a stone in the East line of lot n<sup>o</sup> 4 in said  
 Survey 2992 north-easterly corner to tract of 25-  
 acres conveyed by Presley Said to R. M. Pounds  
 September 16<sup>th</sup>, 1881; thence S. 84 1/4° W. 48 3/4 poles; thence  
 N. 6 3/4° W. 42 3/4 poles; thence N. 80° E. 1 pole; thence N. 6 3/4°  
 W. 59 3/4 poles; thence N. 80° E. 50 3/4 poles; thence South  
 5° E. 100 3/4 poles to the beginning, containing 31 1/4 acres  
 of land.

For a more particular description of all of  
 the above tracts, see the records above referred to,  
 and for such further relief as equity, and the  
 nature of the case may demand. Said parties

are required to answer on or before July 26<sup>th</sup> A. D. 1890 on the allegations of said petition against them may be taken as confessed.

Printers fees \$37<sup>25</sup>.

Frank Ekelberry  
By G. W. Carpenter, his Attorney.

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 "Marionville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with June 4<sup>th</sup>, 1890.

W. C. Shearer

Sworn to and subscribed before me, this 22<sup>nd</sup> day of July, 1890.

Seal

R. W. Croy, Clerk.

entry

6005

Afterward, on the 18<sup>th</sup> day of November, 1890 an entry was made on the Journal by the Clerk

Frank Ekelberry

vs

Journal 15, Page 419.

Unknown Heirs of  
Wm Crogan Deed. et al

This day this cause came on to be heard upon the petition of plaintiff and the evidence, the defendants all being in default for answer or demurrer, and the court being fully advised in the premises do find that service has been duly made upon all of the defendants by publication, and the court find the equity of the case to be with the plaintiff and that he is entitled to the relief demanded by him in his petition; and that at the commencement of this action the plaintiff is in the possession of said real property described in his petition and that he has legal estate in fee in the same and is entitled to the possession of the same and that neither of said defendants nor any one of them have any estate in or are entitled to the possession of said real estate or any part thereof, and that the plaintiff ought to have his title and possession in said real estate quieted and the cloud upon the same removed as against each and all of said defendants.

It is therefore ordered adjudged and decreed that the title and possession of the said plaintiff in all of said premises described in the petition be and the same are hereby quieted and said

Petition B. L. Fa

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cloud on the title removed as against each and all of said defendants and all persons claiming under them or any or either of them.

And said defendants and each and all of them, and all persons claiming under them or any of them are hereby forever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of the said plaintiff thereto, or in any manner interfering with his use, occupation and enjoyment of the same.

It is further ordered and adjudged that the plaintiff pay the costs herein expended taxed at \$-

Attest  
R M Crory Clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the South 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, nowit, on the 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, nowit, on the 10<sup>th</sup> day of October, 1888, B. S. Salvage filed in the Clerk's Office of the said Court of Common Pleas the following Petition against W<sup>m</sup> H. Graham et al.

Petition B. S. Salvage  
vs  
5658 W<sup>m</sup> H. Graham et al  
Louisa Graham, his wife  
Isaac H. Graham  
Jas G. Stealy, W. W. Dodson  
H. S. Brubaker et al  
J. S. Babbitt et al W<sup>m</sup> Burger et al Son.

Court of Common Pleas  
of  
Union County, Ohio.

Plaintiff states that on or about the 25<sup>th</sup> day of December 1884, the said defendant W<sup>m</sup> H. Graham executed and delivered to said Isaac H. Graham his promissory note of date and thereby promised to pay to the order of said Isaac H. Graham the sum of two hundred and forty eight dollars with 8 per cent. interest from November 1<sup>st</sup>, 1885, a copy of which note together

with the endorsements (there are no credits)  
thereon is hereto attached marked "Exhibit A."

Second Cause of Action:

The said defendant W<sup>m</sup> B. Graham who was then unmarried also on or about the said 25<sup>th</sup> day of December 1884 to secure the payment of said note executed and delivered to said Isaac B. Graham his mortgage deed and thereby conveyed to said Isaac B. Graham his heirs and assigns forever the following described premises:

Situated in the Village of Richwood, County of Union and State of Ohio and bounded and described as follows: to wit: "On Lot N<sup>o</sup> eighty four (84) and three feet in width off the west side of the Lot N<sup>o</sup> eighty three (83) in said Village of Richwood as the same are known on the recorded Plat of said Village."

The condition contained in said mortgage was as follows: "Provided nevertheless that whereas the said grantee is surety for William B. Graham at the Bank of Richwood for the said sum of two hundred and forty-eight dollars, and the said Isaac B. Graham has paid or assumed said debt and said William B. Graham has executed to said grantee his promissory note payable in two years from November 1<sup>st</sup> 1885 with 8 per cent interest for said sum of \$248<sup>00</sup> the same to bear interest from November 1<sup>st</sup> 1885. Now if said William B. Graham shall pay or cause to be paid said indebtedness when the same becomes due then these presents to be void. And it is further agreed that if said grantor shall pay at least \$50<sup>00</sup> a year of said indebtedness and have the claim reduced \$100<sup>00</sup> by the time it becomes due and cannot pay the balance then said grantee agrees to extend the time until the same would be paid by paying fifty dollars per year and keep the interest paid annually."

On or about the 26<sup>th</sup> day of October, 1885, at 4<sup>1/2</sup> o'clock A. M. said mortgage was filed with the Recorder of Union County Ohio in his office and was by him recorded on the 11<sup>th</sup> day of November 1885 in Book N<sup>o</sup> 22, Page 300 of Union County Records of Mortgages, and is the first and best lien on said premises.

That on or about the 25<sup>th</sup> day of July, 1888 the following assignment was made on said mortgage to wit: July 25<sup>th</sup> 1888. For value received I hereby transfer all my right and title to the within

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mortgage to B. B. Saluage and the note secured hereby. Isaac H. Graham.

The said Isaac H. Graham also guaranteed the payment of said note as will appear by reference thereto. The defendants James E. Steeley, W. W. Dodson, H. B. Brubaker, J. S. Babbitt claim to have some lien on said premises in the nature of a mortgage, but plaintiff is unable to state the exact nature and amount thereof and does not know whether or not they have any lien on said premises at the present time and demands proof of the same. Also the said defendants Wm. Burquer & Son claim to have some lien on said premises in the nature of a judgment, but all the claims of said defendants are subordinate to plaintiff's claims and plaintiff demands proof of said defendants claims.

The said defendant William H. Graham has not made any payment on said note, his right to an extension of time mentioned in the condition is forfeited said note is now long past due and said mortgage has become absolute. There is due and owing thereon from said defendants William H. Graham and Isaac H. Graham to plaintiff the sum of two hundred and forty-eight dollars with 8 per cent. interest thereon from November 1<sup>st</sup>, 1885.

Wherefore plaintiff prays judgment on said note against said William H. as principal and said Isaac H. Graham as guarantor for the said sum of \$248<sup>00</sup> with 8 per cent. interest thereon from November 1<sup>st</sup>, 1885, that said mortgage be foreclosed said defendants James E. Steeley W. W. Dodson, H. B. Brubaker and J. S. Babbitt and Wm. Burquer & Son be required to set up any claim they may have in and said premises be ordered to be sold and the proceeds applied to the payment of said judgment and for all proper relief.

S. S. Gardner,

Attorney for Plaintiff.

State of Ohio,  
Union County, ss.

B. B. Saluage, being duly sworn, says he is the plaintiff in above case; that the facts and allegations in the foregoing petition contained are true as he verily believes.

B. B. Saluage.

Sworn to and subscribed before me this 6<sup>th</sup> day of

October, 1888.

Seal A. C. Dowe, Notary Public.

\$248<sup>00</sup>. December 25<sup>th</sup>, 1887.

November 1<sup>st</sup>, 1887 after date, I promise to pay to the order of Isaac H. Graham two hundred and forty eight dollars. Value received with 8 per cent. interest from November 1<sup>st</sup>, 1885.

W. H. Graham

We hereby waive the issuing and service of Summons on us and enter our appearance in the foregoing case.

Wm. Burque & Son.

To the Clerk:

Issue Summons on petition to Sheriff of Logan County for Wm. H. Graham and wife, and to Sheriff of Union County for Isaac H. Graham, and for other defendants to Sheriff of Montgomery County, returnable according to law. Amount of Judgment claimed \$248<sup>00</sup> and 8% from November 1<sup>st</sup>, 1885 and foreclosure of mortgage.

Afterward, on the 20<sup>th</sup> day of October, 1888, a

Summons was issued by the Clerk, indorsed, to wit: The State of Ohio.

Union County, ss. To the Sheriff of Logan County:

We command you to notify William H. Graham and Bonna Graham his wife that they et al have been sued by B. E. Salmage in the Court of Common Pleas of Union County, and that unless they answer by the 17<sup>th</sup> day of November, 1888 the petition of said plaintiff B. E. Salmage against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 27<sup>th</sup> day of October, 1888.

Witness my hand and the seal of said Court, this 20<sup>th</sup> day of October, A. D. 1888.

Seal R. W. Crony, Clerk.

Indorsed: An Action for Judgment & Foreclosure. Amount \$248<sup>00</sup> at 8% from November 1<sup>st</sup>, 1885.

And on the 31<sup>st</sup> day of October, 1888, the Sheriff of said County returned said Writ to the Clerk's Office in said County, which return is as follows:

State of Ohio,  
Logan County ss.

Sheriff's Return.

Received this writ October 23<sup>rd</sup> A. D. 1888 at 8

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| Service     | \$ 45   |
| Mileage     | 1 92    |
| Copies      | 32      |
| Ret. & Post | 80      |
| Total       | \$ 2 99 |

o'clock A.M. and pursuant to its command on the 25<sup>th</sup> day of October, A.D. 1858, I served the same by delivering certified copies thereof with the endorsements thereon to the within named W<sup>m</sup> R. Graham and Dorina Graham his wife.

U. H. Keloyd, Sheriff of Logan County, Ohio  
 Afterward, on the 10<sup>th</sup> day of October, A.D. 1858 a Summons was issued by the Clerk, indorsed, to wit:

5658 The State of Ohio,  
 Union County ss. To the Sheriff of the County of Union  
 We command you to notify Isaac R. Graham that he with others have been sued by B. L. Salmage in the Court of Common Pleas of Union County, and that unless they answer by the 10<sup>th</sup> day of November, A.D. 1858 the petition of said plaintiff B. L. Salmage 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 22<sup>nd</sup> day of October, A.D. 1858.  
 Witness my hand and the seal of said Court, this 10<sup>th</sup> day of October A.D. 1858.  
 R. W. Croy, Clerk.

And on the 26<sup>th</sup> day of October, 1858, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

|         |         |
|---------|---------|
| Service | \$ 30   |
| Mileage | 2 56    |
| Copy    | 20      |
| Total   | \$ 3 06 |

State of Ohio,  
 Union County, ss. Sheriff's Return.  
 Received this writ October 10<sup>th</sup> A.D. 1858 at 10 o'clock P.M. and pursuant to its command, on the 22<sup>nd</sup> day of October A.D. 1858, I served the same by leaving a certified copy of this writ at the usual place of residence of the within named defendant with the endorsements thereon.

U. Hopkins, Sheriff.  
 Indorsed: "On Action for Judgment on \$248<sup>00</sup> at 8% from November 1<sup>st</sup>, 1855 <sup>1/2</sup> to Homeclose Mortgage."

Answer  
 5/6  
 Cross-Petition was filed with the Clerk of said Court, which is to wit:

of B. L. Salmage vs Court of Common Pleas of Union County, Ohio.  
 W<sup>m</sup> R. Graham et al vs  
 W<sup>m</sup> B. Burque and John D. Burque parties doing  
 5658

business in the State of Ohio under the firm name and style of W<sup>m</sup> Burgner & Son and by way of answer and cross petition say:

That on or about the 17<sup>th</sup> day of November A.D. 1883 by the consideration of S.W. Van Winkle, a Justice of the Peace of Claibourne Township, Union County Ohio, they recovered a judgment against the said defendant W<sup>m</sup> B. Graham for the sum of \$23<sup>00</sup> &  $\frac{1}{4}$  \$2.<sup>50</sup> costs of suit (increased costs \$  $\frac{1}{2}$  ) and on the 7<sup>th</sup> day of August A.D. 1884 they caused a certified transcript of said judgment to be filed in the Office of the Clerk of the Court of Common Pleas of Union County Ohio, and recorded in Ben Docket Vol 1, Page 157 of said Court. That said judgment is in full force and wholly unpaid and is now and has been a subsisting lien on the premises described in plaintiffs petition herein from said 7<sup>th</sup> day of August, 1884 and is the first lien on said premises.

Wherefore W<sup>m</sup> Burgner & Son ask that their claim be first satisfied out of the proceeds of the sale of said premises according to its priority.

John D. Burgner Attorney for W<sup>m</sup> Burgner & Son.

The State of Ohio,  
Union County, ss

John D. Burgner being sworn says he is one of the firm of said W<sup>m</sup> Burgner & Son & that the facts and statements in the foregoing answer and cross-petition are true as he verily believes.

John D. Burgner.

Sworn to and signed by John D. Burgner before me and in my presence this 12<sup>th</sup> day of October 1888.

Seal

R. W. Leroy, Clerk.

Afterward, on the 20<sup>th</sup> day of October, 1888, a summons was issued by the Clerk, indorsed, to wit

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

We command you to notify James G. Steeley, W. W. Dodson, W. B. Burbaker & J. S. Babbitt that they et al have been sued by B. L. Salavage in the Court of Common Pleas of Union County, and that unless they answer by the 17<sup>th</sup> day of November, 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

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on the 29<sup>th</sup> day of October, A.D. 1888.

Witness my hand and the seal of said Court  
Seal this 20<sup>th</sup> day of October, A.D. 1888.

R. M. Croy, Clerk.

And on the 30<sup>th</sup> day of October, 1888, the Sheriff of said County returned said writ to the Clerk's Office in said Court which return is as follows:

|             |         |
|-------------|---------|
| Service     | \$ 60   |
| Mileage     | 1 20    |
| Copy        | 1 20    |
| Return      | 25      |
| Doc. & Post | 12      |
| Total       | \$ 3 37 |

The State of Ohio  
Montgomery County, ss | Sheriff's Return.  
Received this writ October 21<sup>st</sup> A.D. 1888, at 9 o'clock A.M. and pursuant to its command on the 24 day of October A.D. 1888, I served the same by handing a true copy thereof to each of said James G. Steley, W. W. Woodson and T. S. Babbitt and the said W. B. Brubaker was not found in my County.

Wm. H. Snyder Sheriff.  
By Chas. W. Heday, Deputy.

Endorsed: In Relation for Judgment and Foreclosure of mortgage. Amount claimed \$248<sup>00</sup> at 8% from November 1<sup>st</sup>, 1885.

Summons

5658

Afterward, on the 30<sup>th</sup> day of October, 1888, a Summons was issued by the Clerk indorsed, to wit:  
The State of Ohio,  
Union County ss.

To the Sheriff of Montgomery County. We command you to notify W. B. Brubaker that he et al have been sued by B. E. Salvage in the Court of Common Pleas of Union County, and that unless he answer by the 1<sup>st</sup> day of December 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 12<sup>th</sup> day of November, 1888.

Witness my hand and the seal of said Court, this 30<sup>th</sup> day of October, 1888.

Seal

R. M. Croy, Clerk.

Endorsed: Judgment & Foreclosure of mortgage. Amount claimed \$248<sup>00</sup> at 8% from November 1<sup>st</sup>, 1885.

And on the 31<sup>st</sup> day of November, 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     |  | Sheriff's Return. |
| Montgomery County, ss |  |                   |

Received this writ 31<sup>st</sup> day of October

|                        |        |                                                       |
|------------------------|--------|-------------------------------------------------------|
| Service                | \$ 30  | A. D. 1858 at 9 o'clock A. M. and pursuant            |
| Mileage                | 40     | to its command, on the 3 <sup>d</sup> day of November |
| Copy                   | 30     | A. D. 1858, I served the same by handing              |
| Return                 | 25     | a true copy thereof with the indorsement              |
| Proc <sup>o</sup> Post | 10     | thereon to said H. B. Brammer.                        |
| Total                  | \$ 137 |                                                       |

Answer of Wm H. Graham vs B. B. Salavage

Wm H. Snyder, Sheriff  
By Jas. W. Alday, Deputy.

Afterward, on the 17<sup>th</sup> day of November, 1858, the following answer was filed with the Clerk, to-wit:

Court of Common Pleas,  
Union County, Ohio.

5658 Wm H. Graham et al

First Defense: Now comes the Wm H. Graham and for answer to the plaintiffs petition says he admits the execution of said pretended mortgage and note, but says that at the execution of said mortgage said defendant was not the owner of said lands, that the same had been sold to one Nathan M. Graham by deed of warranty some time in January A. D. 1855 who was at the time of the execution of said deed the owner of the one undivided 1/2 of the fee in said real estate by descent from his mother Nancy Graham who was joint owner of said real estate with said defendant Wm H. Graham all of which was well known to the said Isaac Graham. That said note and mortgage was not executed on the date of its pretended date but was executed some time in last of September or first of October A. D. 1855 and was dated back so as to get behind the said deed of said W. H. Graham, all of which was done at the instance of said Isaac Graham the original owner and holder of said note and mortgage.

Second Defense: For further defense the defendant Wm H. Graham says that on or about the 22<sup>nd</sup> day of September A. D. 1851 he deposited in the Bank of Richwood at one time one hundred <sup>3</sup>/<sub>4</sub> thirty-six and <sup>5</sup>/<sub>10</sub> dollars and at another time a check of \$50<sup>00</sup> about the same time that said money has never been paid to him and that the same is still due him from said Bank of Richwood of which said B. B. Salavage is the cashier and part owner as he understands and believes of said Bank interests, and he further says he believes that said note belongs to said Bank of Richwood and not to B. B. Salavage as stated in this petition in this case.

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Third Defense: Said defendant further says as to the answer and cross-petition of Wm Burque and Son as set out in their said answer and cross-petition says he admits the taking of said judgment and he says that all of said claim has been paid except about \$50 dollars having paid all but the interest on said claim and a small amount of the principal.

Defendant therefore prays that said petition may be dismissed for want of title in the mortgage at the execution thereof, and if the Court find the same good that he be allowed his said credits and on said note that he is entitled to wit: \$186 <sup>75</sup>/<sub>100</sub> with interest thereon from September 22<sup>nd</sup>, 1881 and for all proper relief against said plaintiff and as against said Wm Burque & Son granting him all payments due him on the same.

J. M. Kennedy, Attorney for  
Wm H. Graham.

State of Ohio,  
Union County ss.

Wm H. Graham, being duly sworn says the facts and allegations of the foregoing answer are as he believes true.

Wm H. Graham.

Sworn to and subscribed before me by Wm H. Graham this 17<sup>th</sup> day of November, 1888.

Seal

A. H. Holliforth  
Notary Public.

Entry

Afterward, on the 8<sup>th</sup> day of January, 1889, an Entry was made on the Journal by the Clerk.

5658

B. B. Talmage

Journal 15<sup>th</sup>, Page 8<sup>th</sup>.

Wm H. Graham et al

Leave is granted to plaintiff to make Bank of Richwood a party plaintiff and Nathan W. Graham a party defendant and to file an amended petition within ten days from rising of the Court.

Summons

Afterward, on the 22<sup>nd</sup> day of February, 1889 a Summons was issued by the Clerk of said Court.

5658

The State of Ohio  
Union County ss.

To the Sheriff of Clark County:  
You are hereby commanded to notify Nathan W. Graham that he et al have been sued by B. B. Talmage in the Court of Common Pleas of Union County, and must answer by the 23<sup>rd</sup> day of

March A.D. 1859, on 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<sup>th</sup> day of March, A.D. 1859.

Witness my hand and the seal of said Court, this 22<sup>nd</sup> day of February A.D. 1859.

R. M. Leroy, Clerk of Courts.

Indorsed: In Action for Judgment & foreclosure of mortgage. Amount \$248<sup>00</sup> at 8% from November 1, 1855

Returned on the 3<sup>rd</sup> 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:

5658

|         |        |
|---------|--------|
| Debit   | \$ 55  |
| Copies  | 25     |
| Mileage | 25     |
| Total   | \$ 105 |

The State of Ohio,

Clark County ss

Sheriff's Return.

Received this writ February 23<sup>rd</sup>

A.D. 1859 at 10 o'clock A.M. and on February

27<sup>th</sup> A.D. 1859, I served the within named

defendant Nathan N. Graham by leaving a true and certified copy of this writ with the endorsements thereon at his usual place of residence.

A. J. Baker, Sheriff of Clark County, Ohio.

Answer

Cross-Petition

of

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Afterward, on the 22<sup>nd</sup> day of February, 1859, an Answer & Cross-Petition was filed with the Clerk.

B. S. Salvage

Bank of Richwood

vs.

Wm H. Graham

Dorina Graham his wife

Nathan N. Graham

Isaac H. Graham, James

G. Steeley, H. B. Brubaker

W. W. Dodgson, T. S. Babbitt

Wm Burgher & Son

Answer & Cross-Petition

of

H. B. Brubaker, W. W. Dodgson

James G. Steeley

T. S. Babbitt.

Now comes the said defendants James G. Steeley, H. B. Brubaker, W. W. Dodgson and T. S. Babbitt and for their answer and by way of cross-petition herein say: They are a firm, a partnership engaged in the wholesale millinery business at Dayton Ohio under the firm name of James G. Steeley and Company. That the said defendant Dorina C. Graham is indebted to said James G. Steeley and Company upon an account in the sum and to the amount of forty-eight

& 70/100 dollars (\$48<sup>70</sup>/<sub>100</sub>) for millinery goods furnished by said James G. Steeley & Company to said Dorina C. Graham at various times to wit: Between the 26<sup>th</sup>

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day of April, 1888 and the 6<sup>th</sup> day of June, 1888, at the request - a copy of which account is hereto attached marked "Exhibit A" together with all credits thereon and that said account is just true and strictly correct. That on or about the 16<sup>th</sup> day of May 1888 to secure said account and purchase of merchandise the said Dorena B. Graham and W<sup>m</sup> H. Graham, her husband, executed and delivered to said James E. Steeley, W. W. Dodgson H. B. Brubaker and J. S. Babbitt (to wit: said James E. Steeley & Co. their mortgage deed and thereby conveyed to said James E. Steeley, W. W. Dodgson H. B. Brubaker and J. S. Babbitt, the following described premises to wit:

Situated in the County of Union and State of Ohio, viz: In Lot numbered eighty-four (84) and three feet in width off the west side of In Lot numbered eighty-three (83) in the Town of Richwood in said County of Union. For further reference to said lots see recorded "Plat" of said town of Richwood being the same premises described in the petition and in the amended petition in this case.

The conditions contained in said mortgage was as follows, to wit: "Provided nevertheless that whereas, the said grantee herein have since the 20<sup>th</sup> day of April, 1888 sold millinery goods to the said Dorena B. Graham and have agreed to sell such to her during the year ending May 16<sup>th</sup>, 1889 on credit so that her indebtedness therefor shall not exceed \$200<sup>00</sup>" at any one time. Now therefore if the said Dorena B. Graham shall well and truly pay to the said grantee herein all moneys which shall remain due and owing from her to said grantee on the 16<sup>th</sup> day of May, 1889 on account of said goods so sold and to be sold to her by said grantee not exceeding \$200<sup>00</sup> then these presents shall be void otherwise to be and remain in full force and virtue in law.

On the 25<sup>th</sup> day of May, 1888 at 1.30 P. M. said mortgage was filed with the recorder of Union County, Ohio and was by him duly recorded June 2<sup>nd</sup> 1888 in Vol. 27 Page 83 of Union County Records of mortgages and is still a valid and subsisting lien on said premises.

Wherefore said cross-petitioners pray that said mortgage be foreclosed said premises be

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ordered sold and the proceeds applied towards the payment of their claim in its proper order and for all proper relief.

S. S. Gardiner, Attorney

State of Ohio,  
Union County, ss.

for said Cross-Petitioners.

S. S. Gardiner being duly sworn says he is the attorney of record of the said James G. Stueley, W. W. Dodgson, H. B. Brubaker and T. S. Babbitt duly authorized in the premises. That said cross-Petitioners are all non-residents of Union Ohio, and are now absent therefrom, and 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 before me this 21<sup>st</sup> day of February, 1889.

[Seal]

D. W. Bauder, Notary Public

Wayton, Ohio, October 29<sup>th</sup>, 1888.

Mrs. B. C. Graham's Account James G. Stueley & Co

|    |          |                       |        |         |           |        |
|----|----------|-----------------------|--------|---------|-----------|--------|
| A. | April 26 | Madse. Bills Rendered | 37 58  | May 31  | Paid Cash | 9 25   |
|    | May 16   |                       | 119 30 | June 29 | Return    | 5 50   |
|    | 23       |                       | 20 75  | Aug 7   | Cash      | 110 00 |
|    | June 6   |                       | 20 91  | Oct 26  | Cash      | 25     |
|    |          |                       | 198 54 |         |           | 149 75 |
|    |          |                       | 178 75 |         |           |        |
|    |          |                       | 18 79  |         |           |        |

Entry Afterward, on the 4<sup>th</sup> day of March, 1889, an Entry was made on the Journal by the Clerk.

5658 B. B. Palmage

vs

Journal 15, Page 27

Wm H. Graham et al

Leave granted to Plaintiff to file an amended petition making Bank of Richwood party plaintiff and Nathan M. Graham a party defendant.

Amended Petition Afterward, on the 6<sup>th</sup> day of March, 1889 an Amended Petition was filed with the Clerk of Court.

5658 B. B. Palmage

vs

Wm H. Graham & Sons  
Graham, his wife, Isaac  
H. Graham, James G.  
Stueley, H. B. Brubaker  
W. W. Dodgson, T. S. Babbitt  
Wm Burgher & Son

Court of Common Pleas  
of  
Union County, Ohio

Now comes the Bank of Richwood and B. B. Palmage (leave having been heretofore granted by the Court to plaintiff to make the

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said Bank of Richwood a new party plaintiff and Nathan M. Graham a new party defendant) and say - First Cause of Action.

Said Bank of Richwood are a company of persons formed for and doing a private banking business at Richwood Union County Ohio, and are not incorporated, and said B. B. Salavage is a member of said firm.

That on or about the 25<sup>th</sup> day of December 1884 the said defendant W<sup>m</sup> H. Graham executed and delivered to said Isaac H. Graham his promissory note of that date and thereby promised to pay to the order of said Isaac H. Graham the sum of two hundred and forty eight dollars with 8 per cent interest from November 1<sup>st</sup>, 1885; a copy of which note together with the indorsements (there are no credits) thereon is hereto attached marked "A"

Second Cause of Action: The said defendant W<sup>m</sup> H. Graham who was then unmarried also on or about the said 25<sup>th</sup> day of December, 1884 to secure the payment of said note executed and delivered to said Isaac H. Graham his mortgage deed and thereby conveyed to said Isaac H. Graham his heirs and assigns forever the following described premises situated in the Village of Richwood County of Union and State of Ohio and same as described in the petition and bounded and described as follows to wit:

In Lot N<sup>o</sup> eighty four (84) and three feet in width off the west side of In Lot N<sup>o</sup> eighty three (83) in said village of Richwood as the same are known on the recorded plat of said village.

The condition contained in said mortgage was as follows: Provided nevertheless that whereas the said grantee is surety for W<sup>m</sup> H. Graham at the Bank of Richwood for the said sum of two hundred and forty eight dollars and the said Isaac H. Graham has paid or assumed said debt and said W<sup>m</sup> H. Graham has executed to said grantee his promissory note payable in two years from November 1<sup>st</sup>, 1885 with 8 per cent. interest for said sum of \$248<sup>00</sup>, the same to bear interest from November 1<sup>st</sup>, 1885. Now if said W<sup>m</sup> H. Graham shall pay or cause to be paid said indebtedness when the same becomes due then these presents to be void, and it is further agreed that if said grantee shall pay at least \$50<sup>00</sup> a year of said

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indebtedness and have the claim reduced \$100<sup>00</sup> by the time it becomes due and cannot pay the balance then said grantee agrees to extend the time until the same would be paid by paying fifty dollars per year and keep the interest paid annually. On or about the 26<sup>th</sup> day of October 1885 at 4<sup>1/2</sup> o'clock A.M. said mortgage was filed with the Recorder of Union County Ohio in his office and by him recorded on the 11<sup>th</sup> day of November, 1885 in Book N<sup>o</sup> 22, Page 360 of Union County Records of Mortgages and is the first and best lien on said premises. That on or about the 25<sup>th</sup> day of July, 1888 the following assignment was made on said mortgage, to wit: July 25<sup>th</sup> 1888

For value received I hereby transfer all my right and title to the within mortgage to B. B. Saltnage and the note secured thereby.

Isaac H. Graham.

The said Isaac H. Graham also guaranteed the payment of said note as will appear by reference thereto, and said note and mortgage was then and there transferred and assigned to said B. B. Saltnage who then was and still is the Cashier of said Bank of Richwood and a member of said firm, and it was done for the benefit of said firm, and said firm is now the legal owners and holders thereof.

The defendants James E. Stealey, W. W. Dodgson, B. B. Brubaker, I. S. Babbitt claim to have some interest in or lien on said premises in the nature of a mortgage, but plaintiffs are unable to state the exact nature and amount thereof and do not know whether or not they have any lien on said premises at the present time and demands proof of the same. Also the said defendants W<sup>m</sup> Burger and Son claim to have some lien on said premises in the nature of a judgment and plaintiffs are informed that said Nathan W. Graham claims to have some claim in or title to said premises which they deny, but plaintiff ask that all of said defendants may be required to set up their respective claims if any they have on said premises or be forever cut off from asserting the same. The said W<sup>m</sup> H. Graham has not made any payment on said note, his right to an extension of time mentioned in the condition is forfeited, said note is now long past due and said mortgage has become absolute. There is

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Payment Guaranteed  
 Isaac H. Graham.

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due and owing thereon from said defendants  
 Wm H. Graham and Isaac H. Graham to plaintiff  
 the sum of two hundred and forty eight dollars  
 with 8 per cent. interest thereon from November 1<sup>st</sup>  
 1885. Wherefore plaintiffs pray judgment on  
 said note against said Wm H. Graham as  
 principal and said Isaac H. Graham as guar-  
 antor for the said sum of \$248<sup>00</sup> with 8 per cent  
 interest thereon from November 1<sup>st</sup> 1885, that said  
 mortgage be foreclosed said defendants James  
 G. Stealey W. W. Dodgson, H. B. Brubaker and J. S.  
 Babbitt & Wm Burgher & Son and Nathan M.  
 Graham be required to set up any claims  
 they may have in said premises and that  
 said premises be ordered sold and the proceeds  
 applied to the payment of said judgment  
 and for all proper relief.

S. S. Gardiner

State of Ohio. | Attorney for Plaintiff  
 Union County ss

B. B. Saluaga, being duly sworn says  
 he is one of the plaintiffs in this case and  
 a member of the firm of Bank of Richwood;  
 that he believes the facts and allegations in  
 the foregoing pleading to be true.

B. B. Saluaga.

Sworn to before me and subscribed in  
 my presence this 5<sup>th</sup> day of March, 1889.

Seal

W. W. Landes, Notary Public

Payment Guaranteed  
 Isaac H. Graham.

\$248<sup>00</sup> December 25<sup>th</sup> 1884.

November 1<sup>st</sup> 1887 after date, I promise  
 to pay to the order of Isaac H. Graham two  
 hundred and forty eight dollars. Value receiv-  
 ed with 8 per cent. interest from November 1<sup>st</sup> 1885-

W. H. Graham.

5658

B. B. Saluaga

Union County Court of  
Common Pleas.

Wm H. Graham et al

Motion to strike Amended  
Petition from files.

Now comes the defendant by his attorney  
 J. M. Kennedy and move the Court to strike the  
 amended petition from the files and for reason  
 says: On said amended petition there has been  
 a change of the title of the case and adding as  
 party plaintiff the Bank of Richwood. As for  
 further motion defendant says that plaintiff  
 has changed title of case by adding the names  
 of H. B. Brubaker, W. W. Dodgson and J. S. Babbitt as  
 defendants.

J. M. Kennedy, Atty.

Afterward, on the 2<sup>nd</sup> day of April, 1889, an entry was made on the Journal by the Clerk of Court B. B. Saluamage

Journal 15, Page 71.

vs  
W<sup>m</sup> H. Graham et al

This day the defendant asked and obtained leave to answer within 30 days.

Also leave was granted Nathan Graham to file answer and cross petition within 30 days from this date.

Answer of  
W<sup>m</sup> H. Graham

Afterward on the 18<sup>th</sup> day of May 1889, an answer was filed with the Clerk of Court, to wit:

B. B. Saluamage

Court of Common Pleas,  
Union County, Ohio.

vs  
W<sup>m</sup> H. Graham

5658

Answer of W<sup>m</sup> Graham to the Amended Petition of Plaintiff

1<sup>st</sup> Defense: Now comes W<sup>m</sup> H. Graham and for answer to the amended petition of the said B. B. Saluamage says that at the execution of said mortgage as stated in plaintiffs petition the defendant W<sup>m</sup> H. Graham was not the owner of said real estate described in plaintiffs petition.

That on or about the first day of January A. D. 1885, he had by deed of general warranty conveyed the same to one Nathan Graham and Sarah A. Graham his wife for and in consideration of one thousand dollars which deed was duly executed and delivered to said Nathan Graham and wife at the date of the execution thereof and still are the owners thereof.

That at the time of the execution of said note and mortgage said defendant Isaac Graham the original owner and holder of said note and mortgage authorized, directed and caused said mortgage to be dated and acknowledged as of the date of 25<sup>th</sup> of December A. D. 1884 for the purpose as the said Isaac Graham said to get it behind the deed of the said Nathan Graham and wife.

Then and thereby threatening and by persuading the said defendant W<sup>m</sup> H. Graham, and by telling him said deed of said Nathan Graham and wife was worthless so long as it remained unrecorded. He the said Isaac Graham well knowing the same to be false got the said defendant W<sup>m</sup> H. Graham to sign the same.

Defendant further says that at the date of the execution of said mortgage, to wit: on or about the

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9<sup>th</sup> of October A.D. 1885 he was a married man and had a wife living at the time with whom he was living to wit: Boreida B. Graham who is not made a party hereto.

2<sup>nd</sup> Defense: Defendant W<sup>m</sup> H. Graham says, that said Bank of Richwood was indebted to him at the time of their obtaining this mortgage as follows: to wit: on or about the 22<sup>nd</sup> day of September A.D. 1881 he deposited in the Bank of Richwood One hundred and thirty six  $\frac{3}{4}$   $\frac{3}{4}$ ; on the 12<sup>th</sup> day of September 1881 Fifty Dollars, all of which money remain due and was due the defendant at the time said Bank became the pretended owner of said note and mortgage, and that he is entitled to said sum of \$186  $\frac{3}{4}$  as credit thereon with interest from 22<sup>nd</sup> day of September A.D. 1881.

3<sup>rd</sup> Defense. Defendant says that it was never intended or understood by the parties hereto that said mortgage was to be foreclosed said Isaac Graham agreed and stipulated with the said W<sup>m</sup> H. Graham that he would never foreclose the same that he only wanted to hold the same to show that held said claim against him in the event of his death. He therefore denies that said B. B. Salmage or said Bank of Richwood are the owners of said note and mortgage. Said W<sup>m</sup> H. Graham therefore that said mortgage be set aside and held for naught for the reason that at the date of the execution thereof said W<sup>m</sup> H. Graham was not the owner of said real estate described therein. But in the event said Court should said mortgage good that then he be allowed his credits as heretofore plead of \$186  $\frac{3}{4}$  with interest thereon from September 22<sup>nd</sup>, 1881 and for all proper relief in the premises State of Ohio.

J. M. Kennedy, Attorney for Defendant.

Union County, ss. W<sup>m</sup> H. Graham being duly sworn says the facts and allegations of the foregoing answer are as he believes true.

W. H. Graham. Sworn to and subscribed by the said W<sup>m</sup> H. Graham before me this 17<sup>th</sup> day of May, A.D. 1889.

A. B. Kollifratle, Notary Public. Seal }

Afterward, on the 27<sup>th</sup> day of May, 1889, an Answer was filed with the Clerk of Court, to wit:

B. B. Salmage  
or  
W<sup>m</sup> H. Graham et al

Court of Common Pleas,  
Union County, Ohio.

Answer  
 & cross-petition  
 Petition  
 Nathan Graham  
 5658

Now comes Nathan Graham and for answer and cross-petition says that on the 5<sup>th</sup> day of February A.D. 1885 his father W<sup>m</sup> H. Graham executed and delivered to him and his wife Sarah B. Nathan Graham, his warranty deed a copy of which is hereto attached marked "A" and made a part of this answer and cross-petition, that they were and still are the owner and holder thereof and was the owner thereof on the 26<sup>th</sup> day of October 1885 the date of the record of said mortgage upon which said suit is based, and the said W<sup>m</sup> H. Graham was not the owner nor had no rights therein at the date of the execution of said mortgage. He therefore prays that the suit of said B. B. Saluage as assignee of said Isaac Graham be dismissed and that he recover his costs herein taxed.

J. M. Kennedy, Atty.

State of Ohio,

Clark County, ss.

Nathan M. Graham being duly sworn says the facts and allegations of the foregoing answer and cross-petition are as he believes true.

N. M. Graham.

Sworn to and subscribed by the said Nathan M. Graham before me this 26<sup>th</sup> day of May, 1889.

J. M. Offutt, Notary Public

Clark County Ohio.

Demurrer  
 5658

Afterward, on the 8<sup>th</sup> day of June, 1889, a demurrer was filed with the Clerk of Court, 1889.

B. B. Saluage

Or

W<sup>m</sup> H. Graham et al

Court of Common Pleas,

Union County, Ohio.

Plaintiffs demur to the answer and cross-petition of Nathan M. Graham filed herein and for grounds say: Said answer and cross-petition is insufficient in law on its face and shows that said Nathan M. Graham is not entitled to the relief demanded.

S. D. Gardiner, Atty.

Demurrer  
 5658

Afterward on the 8<sup>th</sup> day of June, 1889 a demurrer was filed with the Clerk of Court, to wit:

B. B. Saluage

Or

W. H. Graham et al

Court of Common Pleas.

The plaintiffs demur to the first, second and third defenses of the answer of said W<sup>m</sup> H. Graham to the amended petition and for grounds of demurrer says: Said first, second and

Motion

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Third defenses do not either of them set forth facts sufficient to constitute a valid defense to said amended petition. Wherefore plaintiff pray judgment and order of sale as in said amended petition. S. S. Gardner, Atty. for Plff.

Motion

Afterward, on the 8<sup>th</sup> day of June, 1889, the following motion was filed with the Clerk of Court.

5658

B. B. Saltnage

vs

Wm H. Graham et al

Court of Common Pleas.

The plaintiffs move the Court that all that part of the amended answer of the said defendant Wm H. Graham contained in the alleged first defense be stricken out on the following grounds, to wit: Said matter is redundant, irrelevant and prejudicial to the rights of the plaintiff and needlessly incumbers the record. 1<sup>st</sup>. Said matter is such that the defendant is not allowed by law to set up as a defense to this action. 2<sup>nd</sup>. Said matter is not so pleaded as to make said first defense such a pleading as is allowed or authorized by law.

The plaintiffs also move the Court to strike out of said amended answer of said Wm H. Graham the whole of the alleged second defense therein contained on the following grounds, to wit: Said matter so contained in said alleged second defense is redundant, irrelevant and prejudicial to the rights of the plaintiffs and needlessly incumbers the record.

1<sup>st</sup> Said matter set up in said second defense is inconsistent with and contrary to the allegations in the alleged third defense of said amended answer and is not such a pleading as is allowed or authorized by law.

Said plaintiffs further move that the whole of the alleged third defense in said amended answer be stricken out on the grounds that the matter therein set up is redundant, irrelevant and prejudicial to the rights of the plaintiff and needlessly incumbers the record.

2<sup>nd</sup>. Said matter therein set up is frivolous inconsistent with other allegations in said amended answer and not such a pleading as is allowed or authorized by law.

Afterward, on the 19<sup>th</sup> day of June, A. D. 1889, an entry was made on the Journal by the Clerk.

B. B. Saltnage

vs

Wm H. Graham et al

Journal 15, Page 124.

This day this cause came on to be heard upon the motion of plaintiff to reform answer of defendant W<sup>m</sup> H. Graham to plaintiffs amended petition as to the first, second and third cause of defense, and upon demurrer to answer and cross-petition of Nathan Graham. And the Court being fully advised in the premises do overrule said motion and demurrer, to which ruling of the Court the plaintiff accepts, and thereupon took leave to reply in 30 days from this date.

Reply to was filed with the Clerk of Court, to wit:

Answer B. B. Saluage

of vs Court of Common Pleas W. H. Graham et al Union County, Ohio.

Plaintiffs for reply to the answer of Nathan M. Graham say: Said pretended deed set up in said answer has never been recorded or filed for record, and is void and of no effect as against plaintiffs mortgage; said pretended deed is a sham and a fraud and while made for the colorable consideration of one thousand dollars was made for no actual consideration whatever between said grantors and grantees, but was so made and delivered to Nathan and Sarah Graham for the purpose of defrauding the creditors of said W. H. Graham and placing said property beyond their reach. Plaintiffs deny that said Nathan and Sarah Graham or either of them are the bona-fide owners and holders of said deed or that there was or is any consideration therefor or that said Nathan or Sarah Graham have any interest in or title to said premises.

Wherefore plaintiffs pray that said pretended deed be set aside and held for naught: that said W<sup>m</sup> H. Graham be adjudged to be the owner and as having the title to said premises; and that they may have judgment and order of sale on their mortgage as prayed for in the amended petition and for all proper relief.

S. S. Gardiner

State of Ohio Union County ss

Attorney for Plaintiff

B. B. Saluage being duly sworn says he is one of the plaintiffs in this case and is Cashier of the Bank of Richwood, that the facts and allegations in the foregoing reply are true as he verily believes.

B. B. Saluage

Sworn of July Seal

Entry

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Reply

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Answer B. B. Saluage

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Sworn to and subscribed before me this 23<sup>d</sup> day of July, 1889.

Seal } J. W. Sanders, Notary Public.

Entry Afterward, on the 21<sup>st</sup> day of June, 1889, an entry was made on the Journal by the Clerk of Court

5658 B. B. Saluaga

vs

W<sup>m</sup> H. Graham et al

Journal 15. Page 129

This cause came on for hearing on the demurrer of plaintiff to the 1<sup>st</sup>, 2<sup>d</sup> & 3<sup>d</sup> defenses of answer of W<sup>m</sup> H. Graham to the amended petition of plaintiff and was argued by council, and the Court being fully advised in the premises does overrule said demurrer to which ruling of the Court plaintiff accepts, and leave is granted to the plaintiff to plead within 30 days.

Reply to Answer Afterward, on the 27<sup>th</sup> day of July, 1889, a Reply was filed with the Clerk of said Court, to wit:

Answer B. B. Saluaga

of

W. H. Graham

vs

W<sup>m</sup> H. Graham et al

Court of Common Pleas Union County Ohio.

5658

Now come the plaintiffs and for reply to the answer of W<sup>m</sup> H. Graham to the amended petition say for reply to the first defense of said answer, plaintiffs have no knowledge of the facts set up allegations made in said first defense and therefore deny each and every allegation therein contained.

For reply to said second defense plaintiff admits that on or about the 22<sup>nd</sup> day of September 1881 said W<sup>m</sup> H. Graham deposited a sum of money in said Bank to wit: the sum of \$75<sup>00</sup> which amount was afterwards checked out by said W<sup>m</sup> H. Graham, but plaintiffs deny that \$50<sup>00</sup> was deposited by said W<sup>m</sup> H. Graham on the 12<sup>th</sup> day of September 1881, or that \$136<sup>00</sup> was deposited in said Bank September 22<sup>nd</sup> 1881 by said W. H. Graham; and they deny that any amount was deposited or left in any manner at any time by said W<sup>m</sup> H. Graham to be credited or applied on said note and mortgage. And they deny any amount is due from them to said W<sup>m</sup> H. Graham or that any amount is in their hands or that they ever received any amount which should have been credited or applied on said note & mortgage.

For reply to said third defense plaintiffs deny each and every allegation contained in said third defense. Wherefore plaintiffs pray as in the amended petition. S. S. Gardner Atty

State of Ohio  
Union County ss

B. B. Saluaga being duly sworn says he is one of the plaintiffs herein, that the facts and allegations in the foregoing reply are as he believes true.

B. B. Saluaga  
Sworn to and subscribed before me this 15<sup>th</sup> day of July, 1889.

Seal } N. W. Sanders, Notary Public

Entry Afterward, on the 19<sup>th</sup> day of November, 1889, an entry was made on the Journal by the Clerk.

5658 B. B. Saluaga

vs

Journal 15, Page 191

Wm H. Graham et al

This day this cause came on to be heard on the motion of Wm H. Graham the defendant for a continuance thereof and the same was granted on the motion and showing of the defendant and at his costs of this term.

Entry Afterward, on the 25<sup>th</sup> day of June, 1890, an entry was made on the Journal by the Clerk.

5658 B. B. Saluaga

vs

Journal 15, Page 353

Wm H. Graham et al

Now came the parties and submitted this cause to the Court waiving a trial by jury, whereupon the Court being fully advised in the premises do find for the plaintiff on the issue joined between the parties and finds there is due plaintiff on the note in the petition described from the defendant W. H. Graham as principal and J. H. Graham as guarantor the sum of three hundred and forty dollars and twenty five cents on 8 per cent. interest.

It is therefore considered ordered and adjudged by the Court that plaintiff recover of said W. H. Graham as principal and of J. H. Graham as guarantor the said sum of three hundred and forty dollars and twenty five cents and his costs herein expended taxed to B.

And it is considered ordered and adjudged further that if the defendants fail for five days to pay plaintiff said sum of \$340<sup>75</sup> with interest at eight per cent interest and costs, that an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell according to law the land in said petition described to satisfy the plaintiff in said sum and report his proceedings to this Court. Defendants

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gave notice of their intention to appeal this cause to the Circuit Court and the Court fix the appeal bond in the sum of \$200<sup>00</sup>

Order of Sale

5-6-58

Afterward, on the 13<sup>th</sup> day of September, 1890, an Order of Sale was issued by the Clerk of 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 25<sup>th</sup> day of June 1890 B. B. Salmage obtained a judgment and decree against W<sup>m</sup> H. Graham and Laura Graham his wife for the sum of three hundred and forty and <sup>25</sup>/<sub>100</sub> dollars.

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said W<sup>m</sup> H. Graham within 5 days from the 25<sup>th</sup> day of June, A. D. 1890 pay into the said plaintiff B. B. Salmage the said sum of three hundred and forty and <sup>25</sup>/<sub>100</sub> dollars with interest from the 26<sup>th</sup> day of May, 1890 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 forty and <sup>25</sup>/<sub>100</sub> 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: On the Village of Richwood, being on Lot N<sup>o</sup> Eighty-four (84) and three feet in width off the West side of On Lot N<sup>o</sup> 83 as the same are known on the recorded plat of said Village.

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

Seal

said Court of Common Pleas, and the seal of said Court at Marysville this 13<sup>th</sup> day of September, 1890  
R. W. Leroy, Clerk

Sheriff's Return

And on the 22<sup>nd</sup> day of October, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

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|                |    |                   |
|----------------|----|-------------------|
| Service        | \$ | 60                |
| Duty           | 1  | 00                |
| Sum. Spre.     | 1  | 20                |
| Swear. "       | 25 |                   |
| Writing Appt.  | 30 |                   |
| Copy of "      | 30 |                   |
| Notice to Pr.  | 30 |                   |
| Affidavits "   | 30 |                   |
| Writing Notice | 30 |                   |
| Mileage        | 3  | 20                |
| Poundage       | 5  | 26                |
| Return         | 24 |                   |
| Total          | \$ | 325 <sup>00</sup> |
| Apprs Fee      | 3  | 00                |
| Printers Fee   | 10 | 96                |

State of Ohio  
Union County ss

Sheriff's Return

Received this writ the 13<sup>th</sup> day of September, A.D. 1890 and on the 15<sup>th</sup> day of September, A.D. 1890, I called an inquest of W. H. Courtright W. J. Parsons and P. G. Wynegar three disinterested freeholders 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: \$325<sup>00</sup>) 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 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 18<sup>th</sup> day of October A.D. 1890 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 and there struck off and sold the same to Mrs Nancy Winters for the sum of three hundred and fifty one dollars she being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Proof of Publication

B. L. Taylor  
Wm H. B.

5658

to me of Union north on Saturday one seal real estate Blaubo. bounds of Richwood same Village

S. S. Ga State Union

sworn public day of five time gener

day of Seal

Entry

5658

Entry B. L. Taylor Wm H. B.

on his sale and proceed that in court and confirmed the same Winters return



Proof of Publication

B. L. Talmage

vs

Wm H. Graham et al

Sheriff's Sale

An Order of Sale

5658

Court of Common Pleas, Union Co 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, October 18<sup>th</sup>, 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 Claibourne, County of Union and State of Ohio, and bounded and described as follows: In the Village of Richwood, being in Lot N<sup>o</sup> 84 and 3 feet in width off the west side of In Lot N<sup>o</sup> 83, as the same are known on the recorded Plat of said Village. Appraised at \$500<sup>00</sup>. Terms of Sale, Cash

Thomas Martin, Sheriff  
Union County Ohio

S.S. Gardiner, Atty  
State of Ohio  
Union County, ss.

I, J. B. Graham, publisher, being duly sworn, say that the notice hereto attached was published in the Richwood Gazette, on the 15<sup>th</sup> day of September, 1890 and continued therein five consecutive times during all of which time said newspaper was printed and in general circulation in said County.

J. B. Graham.

Sworn to and subscribed before me, this 27<sup>th</sup> day of October, 1890. Per me S. S. Gardiner, Notary Public, Total \$0.96

S.S. Gardiner, Notary Public.

Entry

Afterward, on the 3<sup>rd</sup> day of November, 1890 an Entry was made on the Journal by the Clerk.

5658

B. L. Talmage

vs

Wm H. Graham et al

Journal 15, Page 400.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Nancy Winters by deed in fee simple the lands and tenements so sold and the said purchaser is

herby 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 her 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 \$351.<sup>20</sup> dollars it is ordered that the Sheriff out of the money in his hands pay

First. To the Treasurer of this County the taxes, penalties and interest on said premises amounting to \$37.<sup>72</sup>

Second. To the Clerk the costs in this case taxed \$72.<sup>25</sup>

Thirdly. To the plaintiff the balance of said purchase money to apply on his judgment against the defendant W<sup>m</sup> B. Graham to wit: the sum of \$240.<sup>83</sup>, and the Clerk is ordered to enter cancellation on the record thereof in the Recorder's Office in said County.

Attest  
R M Gray Clerk

See Record 29. Page 93 for record of original case.

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 B. Price, Judge of said Court of the term of March, to wit, on the 3<sup>rd</sup> day of March "A" in the year of our Lord one thousand eight hundred and ninety.

Motion for Receiver George Brandall

5638 Jasper Woodworth et al vs Court of Common Pleas Union County Ohio.

The said George Brandall, plaintiff moves that a receiver be appointed in this action on the grounds

7<sup>th</sup>. The land in controversy in this case consists of 565 acres of - lying in Union Township, Union County Ohio, and the same has been in possession of some of the defendants ever since September 1886 and no account has ever been taken or made of the rents and profits thereof yet the interest of the plaintiff in the same is probable. 2<sup>nd</sup>. Under the

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decision rendered by the Circuit Court of said County the alleged will of said A. A. Woodworth is void and the plaintiff is entitled to the undivided one-thirtieth of said land. That the defendants have filed their petition in the Supreme Court to reverse the judgment of the Circuit Court but owing to the great number of cases pending at this case cannot be reached in the Supreme Court so as to be disposed of for at least three years and the defendant in possession of said land have no right to the use of the same to the exclusion of the other heirs of said A. A. Woodworth during the delay and some of said defendants in possession of part of said land are wholly irresponsible pecuniarily for rent.

3". Since the death of said A. A. Woodworth said defendant in possession of said land have committed waste on said land by removing a large quantity of valuable timber and have suffered and permitted waste by neglecting the fences on said land and by over tillage and want of proper cultivation, and neglecting to use manures and fertilizers to keep said land up. Said defendant in possession have otherwise committed waste and have let said farm run down and become much less valuable than it was at the death of said A. A. Woodworth.

4". Some of said defendants in possession of part of said land aver that their object in keeping this case in Court is to hold said land without rent, and they have declared their intention to use said land during the time and not to account for the rents or profits thereof.

5". The rental value of said land is more than \$2500<sup>00</sup> per annum, and if the same is not cared for by a receiver and kept up and the fences repaired and the fields rested by clovering or pasturage the damage to said farm will be irreparable and all the interest of the plaintiff will be lost and he will suffer irreparable injury.

6". Some of said defendants in possession are threatening to go on and destroy timber and commit further waste and they deny the right of plaintiff to interfere with the same.

7". It is necessary to have a receiver in order to protect the rights of the plaintiff and the defendants not in possession. The said defendants in possession have suffered the buildings on said land to run down and become out of

repair, the roof on the barn leaks in many places, the doors are off the hinges, the siding is off in places and the other buildings are also suffering to go to decay, and if permitted to continue during the next three years will be worthless.

"A"

Notice

5638

George Brandall by  
J. B. Cameron & Cole & Bales his Atty.  
Afterward, on the 22<sup>nd</sup> day of February, 1890,  
a Notice was filed with the Clerk of Court, to wit:

George Brandall  
vs  
Court of Common Pleas,  
Jasper Woodworth et al. Union County, Ohio.

The defendants are hereby notified that the plaintiff above named has filed a motion for the appointment of a receiver in this case, and that the same will be heard by the Court, at Marysville, Ohio, on the 5<sup>th</sup> day of March, A.D. 1890 at 10 o'clock A.M. or as soon thereafter as counsel can be heard, and that affidavits will be used on the hearing.

J. B. Cameron & Cole & Bales, Plffs Atty.

Service acknowledged this 20<sup>th</sup> day of February  
A.D. 1890

"A"

Porter & Porter & J. W. Robinson, Atty. for Defts.

Motion

5638

Afterward, on the 24<sup>th</sup> day of February, A.D. 1890  
a motion was filed with the Clerk of Court to wit:

George Brandall  
vs  
Court of Common Pleas  
Jasper Woodworth Union County, Ohio.

Now comes Eugene Moran, Clara Kennedy, Emma Bales and Ra Hee and move the Court to appoint a receiver and consent to the motion of said George Brandall for that purpose and for cause say: That the grounds stated by the said George Brandall for a receiver are true and the same are hereby reaffirmed.

They further say that neither of the above named parties ever made any defense to said George Brandall's petition to set aside the said pretended will, and they nor either of them ever authorized anyone to appear for them or either of them to oppose the prayer of said petition. They further say that they believe the allegations in said petition to be true and that said pretended will is void, and they are satisfied with the decision of the Circuit Court in that regard and they have never authorized

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any one for them or either of them to carry said case to the Supreme Court. On the contrary they desire said pretended will to be held for naught and the estate settled under the laws of descent &c.

They say that said Clara Kennedy, Emma Bales and Asa Lee are each entitled to one thirty-ninth part of said Woodward's home farm and to that proportion of the rent and profit of the same. And that said Imogene Moran is entitled to the  $\frac{1}{3}$  part thereof and to a like proportion of the rent and profit thereof, said shares being subject to the dower of the said Keilah Woodward.

Ever since the death of said R. R. Woodward they have been kept out of their interest in said estate, and the said parties in possession deny their right to the same. The parties in possession are irresponsible and the interest of the above named parties is in danger of being lost. The said Keilah Woodward wrongfully claims the use of all said lands but refuses to keep the same in repair. She permits & favors a few of her children to occupy said lands without rent, and permits waste to the lasting damage of the inheritance. These defendants say that only a few of the heirs of said R. R. Woodward have united in taking said case to the Supreme Court, and they boast that the same is done so they can keep the use of said farm without rent. These defendant say it is best for all parties that a receiver be appointed to take charge of said farm so that the same may be kept up until the matter is finally decided in the Court.

"A"

Notice

5638

Imogene Moran, Emma Bales  
Clara Kennedy, Asa Lee.  
By Cole & Bales & J. B. Cameron Atty.

Afterward, on the 25<sup>th</sup> day of February, 1890, a Notice was filed with the Clerk of Court, to wit:  
George Brandall  
vs  
Keilah Woodward et al  
Charles Woodward  
Allen Woodward and Fremont Woodward are hereby notified that Asa Lee, Clara Kennedy, Emma Bales and Imogene Moran have filed their motion in the above case, and joined with the said George Brandall in asking the appointment of a Receiver for reasons in their motion and the motion of the said George Brandall stated. Their motion will be heard at the same time of the motion of

Court of Common Pleas

the said Brandall, to wit: on the 5<sup>th</sup> day of March, 1890  
or as soon thereafter as counsel can be heard.

"A" Affidavits will be read on the hearing  
Sole <sup>3</sup>/<sub>4</sub> Bales <sup>1</sup>/<sub>4</sub> J. B. Cameron, Reys.

Entry Afterward, on the 20<sup>th</sup> day of March, 1890, an  
entry was made on the Journal by the Clerk.

5638 George Brandall

vs

Journal 15, Page 283.

Jasper Woodworth

This day came the parties and  
thereupon this cause came on to be heard upon the  
motion of the said George Brandall, Emma Moran  
Emma Bales, Clara Huddy, and Asa Lee, for the  
appointment of a receiver. And the court being  
fully advised in the premises finds that due and  
legal notice of this motion has been given to the  
defendants: the court further find that the parties  
making said motion have a probable interest in  
said Woodworth home farm, being the farm men-  
tioned in said will, to wit: about five hundred  
and sixty five acres in Union Township, Union  
County, Ohio, and fully described in the plat  
originally attached to the petition in this case.

The court further finds that the parties  
making said motion have also a probable interest  
in the rents and profits of said lands. The court  
further finds that said premises have been suffered  
to run down and become out of repair and  
that the rights of said parties making said  
motion are jeopardised, and their portion of the  
rents and profits of said land is in danger of  
being lost and the said property materially injured  
and that a receiver is necessary to preserve said  
property and to collect the rents and profits of  
said lands, and to make necessary repairs on  
said farm pending the final decision of this case.

It is therefore ordered that John C. Bennett  
be and he is hereby appointed receiver of the  
said farm, and of the rents and profits of the same.

That said receiver on being qualified, pro-  
ceed to rent said farm to the best advantage for  
all parties and that he make such repairs as  
may be reasonable and necessary to preserve said  
property, and keep it from decay. He is instructed  
to collect the rents due and to become due, and  
after making reasonable repairs and the payment  
of taxes, that he pay to Kelah Woodworth one-third  
of the net proceeds annually. Said receiver is  
instructed to permit the said Kelah Woodworth to

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occupy the mansion house on said farm free of rent also she is to have the use of the garden and so much of the barn as she may need free of rent. In renting said farm the Receiver shall give to Charles Woodworth, William Woodworth, Duquesne Moran and Allen Woodworth the preference in renting the houses heretofore and now occupied by them respectively provided they pay as much rent as anyone else.

And the said Receiver is ordered to give bond in the sum of \$2500 payable to the State of Ohio and conditioned according to law, before entering upon his duties as such receiver.

And now came the said John F. Bennett and presented his said undertaking with as his sureties, to the approval of the court and was sworn as such receiver.

Afterward, on the 14<sup>th</sup> day of April A. D. 1894, the Receiver's Report was filed with the Clerk of said Court, to wit:

Report of George Brandall vs. Jasper Woodworth et al. In the Court of Common Pleas Union County, Ohio. Report of Receiver to the Honorable John A. Price, Judge of the Court of Common Pleas of Union County, Ohio.

5638

Sir: - - - The undersigned, Receiver appointed to take charge of the real estate of A. S. Woodworth, deceased, respectively reports that pursuant to the order of the Court he, as such Receiver, took possession of said real estate and leased the same to various parties and improved the same as to him seemed necessary and herewith returns his account of Receipts & Expenditures, as follows:

| 1890  |    |                  | 1892    |          |    |                  |          |
|-------|----|------------------|---------|----------|----|------------------|----------|
| March | 3  | To Cash Received | \$32 25 | February | 18 | To Cash Received | \$180 00 |
| "     | 7  | " " "            | 150 00  | "        | 27 | " " "            | 132 80   |
| Aug.  | 4  | " " "            | 225 54  | March    | 17 | " " "            | 78 58    |
| Dec.  | 22 | " " "            | 291 96  | "        | 29 | " " "            | 337 20   |
| "     | 23 | " " "            | 6 16    | April    | 4  | " " "            | 149 49   |
| "     | 24 | " " "            | 128 95  | "        | 14 | " " "            | 42 00    |
| "     | 31 | " " "            | 32 50   | June     | 10 | " " "            | 180 00   |
| 1891  |    |                  |         | October  | 20 | " " "            | 23 00    |
| Jan.  | 21 | " " "            | 34 99   | "        | 26 | " " "            | 10 00    |
| Feb.  | 13 | " " "            | 44 09   | "        | 26 | " " "            | 10 00    |
| March | 26 | " " "            | 112 09  | November | 26 | " " "            | 50 00    |
| Aug.  | 5  | " " "            | 30 00   | "        | 28 | " " "            | 10 00    |
| "     | 22 | " " "            | 185 00  | December | 12 | " " "            | 230 00   |
| "     | 26 | " " "            | 2 00    | 1893     |    |                  |          |
| Nov.  | 3  | " " "            | 150 00  | February | 4  | " " "            | 15 25    |
|       |    |                  |         | "        | 27 | " " "            |          |

| 1893      |    |                  |        | 1894  |    |                      |        |
|-----------|----|------------------|--------|-------|----|----------------------|--------|
| March     | 2  | To Cash Received | 150 00 | March | 15 | To Cash Received     | 868 40 |
| "         | 13 | " " "            | 137 20 | "     | 16 | " " "                | 509 14 |
| "         | 14 | " " "            | 408 14 | "     | 17 | " " "                | 158 44 |
| "         | 20 | " " "            | 81 74  | "     | 22 | " " "                | 101 80 |
| May       | 22 | " " "            | 93 16  | April | 3  | " " "                | 48 00  |
| September | 6  | " " "            | 100 00 | "     | 14 | " (Charles           | 286 30 |
| "         | 27 | " " "            | 23 00  |       |    | Woodworth note taken |        |
|           |    |                  |        |       |    | By Receiver          |        |

Expenditures.

| 1890      |    |                         |    | 1891   |           |    |                       | 1892 |        |  |  |
|-----------|----|-------------------------|----|--------|-----------|----|-----------------------|------|--------|--|--|
| March     | 31 | Ed. A. H. Goodwin       | 1  | 25     | January   | 30 | Ed. J. H. Dean        | 38   | 7 60   |  |  |
| April     | 9  | Milford Center Grain Co | 2  | 17 00  | February  | 27 | N. M. Woodworth       | 39   | 42 27  |  |  |
| "         | 18 | " " "                   | 3  | 16 50  | March     | 17 | Chas. Woodworth       | 40   | 78 58  |  |  |
| "         | 24 | Wm H. McAlburg          | 4  | 3 33   | "         | 18 | Henderson Burlington  | 41   | 45 00  |  |  |
| May       | 19 | Albert Woodie           | 5  | 5 00   | "         | 21 | Charles Michel        | 42   | 26 30  |  |  |
| "         | 28 | " " "                   | 6  | 7 00   | "         | 29 | J. G. Turner Recorder | 43   | 1 00   |  |  |
| June      | 10 | Robt. Smith Tr.         | 7  | 93 67  | "         | "  | Milford Center Grain  | 44   | 5 00   |  |  |
| September | 29 | Robinson Curry          | 8  | 24 75  | "         | "  | A. H. Goodwin         | 45   | 1 00   |  |  |
| December  | 22 | Chas. Woodworth         | 9  | 52 26  | "         | "  | G. W. Brandall        | 46   | 211 42 |  |  |
| "         | "  | F. Woodworth            | 10 | 53 46  | April     | 4  | Heilah Woodworth      | 47   | 216 00 |  |  |
| "         | "  | Heilah Woodworth        | 11 | 100 00 | "         | "  | F. Woodworth          | 48   | 93 49  |  |  |
| "         | 13 | Robt. Smith Tr.         | 12 | 129 38 | "         | 18 | J. F. Bennett         | 49   | 26 00  |  |  |
| "         | 23 | N. M. Woodworth         | 13 | 6 16   | "         | 29 | J. G. Turner Recorder | 50   | 1 00   |  |  |
| January   | 21 | Chas. Woodworth         | 14 | 87 10  | June      | 10 | Robt. Smith Tr.       | 51   | 123 81 |  |  |
| February  | 11 | Heilah Woodworth        | 15 | 150 00 | August    | 16 | Palmer & Smith        | 52   | 36 54  |  |  |
| "         | 14 | Chas. Kennedy           | 16 | 12 00  | September | 3  | Charles Michel        | 53   | 24 72  |  |  |
| "         | 26 | A. H. Goodwin           | 17 | 50     | December  | 31 | P. Cranston Tr.       | 54   | 127 34 |  |  |
| March     | "  | A. Moran                | 18 | 112 09 | February  | 6  | A. J. Rigdon          | 55   | 16 55  |  |  |
| April     | 6  | Charles Michel          | 19 | 23 00  | "         | 27 | A. Moran              | 56   | 15 25  |  |  |
| May       | 1  | Heilah Woodworth        | 20 | 27 35  | March     | 14 | Heilah Woodworth      | 57   | 125 00 |  |  |
| "         | 14 | Melvin Tarpenning       | 21 | 3 75   | "         | 13 | J. F. Bennett         | 58   | 10 00  |  |  |
| "         | 23 | Robt. Smith Tr.         | 22 | 129 37 | "         | "  | F. Woodworth          | 59   | 50 90  |  |  |
| June      | 4  | Albert Woodie           | 23 | 5 00   | "         | "  | G. W. Brandall        | 60   | 68 60  |  |  |
| "         | 18 | " " "                   | 24 | 5 00   | "         | "  | Chas. Woodworth       | 61   | 35 50  |  |  |
| "         | 25 | " " "                   | 25 | 10 00  | "         | 20 | Heilah Woodworth      | 62   | 162 64 |  |  |
| July      | 3  | " " "                   | 26 | 5 00   | May       | 5  | " " "                 | 63   | 12 18  |  |  |
| "         | 18 | " " "                   | 27 | 12 75  | "         | "  | A. H. Goodwin         | 64   | 112 33 |  |  |
| August    | 3  | " " "                   | 28 | 10 00  | "         | 6  | A. J. Rigdon          | 65   | 39 74  |  |  |
| "         | 22 | " " "                   | 29 | 14 25  | June      | 14 | Wm Howard             | 66   | 46 26  |  |  |
| "         | 26 | J. F. Bennett, Receiver | 30 | 56 63  | "         | 16 | Charles Michel        | 67   | 17 00  |  |  |
| September | 12 | Albert Woodie           | 31 | 5 00   | "         | 20 | Wm Howard             | 68   | 2 00   |  |  |
| "         | 29 | Milford Center Grain    | 32 | 4 50   | "         | "  | P. Cranston Tr.       | 69   | 127 33 |  |  |
| October   | 3  | Albert Woodie           | 33 | 5 00   | July      | 3  | Chas. Woodworth       | 70   | 75 00  |  |  |
| "         | 16 | " " "                   | 34 | 10 00  | September | 26 | Heilah Woodworth      | 71   | 50 00  |  |  |
| "         | 29 | " " "                   | 35 | 3 25   | "         | 27 | J. L. Cameron         | 72   | 10 00  |  |  |
| December  | 19 | Robt. Smith Tr.         | 36 | 123 83 | "         | "  | John M. Brodrick      | 73   | 25 00  |  |  |
| "         | 19 | Charles Michel          | 37 | 17 73  | November  | 8  | " " "                 | 74   | 10 00  |  |  |

| 1894  |    |
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|------|-------|----|--------------------|----|--------|-------|----|--------------------------------------------------------|----|------------|
| 1894 | March | 16 | Ad. G. N. Crandall | 75 | 20 14  | April | 14 | Ad. John M. Brodbeck                                   | 78 | 25 00      |
|      | "     | "  | " F. Woodworth     | 76 | 27 00  | "     | "  | " J. F. Bennett full<br><small>Compensation in</small> |    | 2 50 00    |
|      | "     | "  | " Hilah Woodworth  | 77 | 435 00 |       |    | Amount to balance                                      |    | 1659 80    |
|      |       |    |                    |    |        |       |    | Total                                                  |    | \$ 5839 17 |

The State of Ohio  
 County of Union, ss:

John F. Bennett, being sworn makes oath that the foregoing Report is as affiant believes, true.

J. F. Bennett.

Sworn to by said John F. Bennett, before me, and signed by him in my presence this 14<sup>th</sup> day of April 1894.

(Seal)

James B. Cole,

Notary Public.

Afterward, on the 16<sup>th</sup> day of April A.D. 1894, an Entry was made on the Journal by the Clerk of said Court. George N. Crandall

Entry

5638

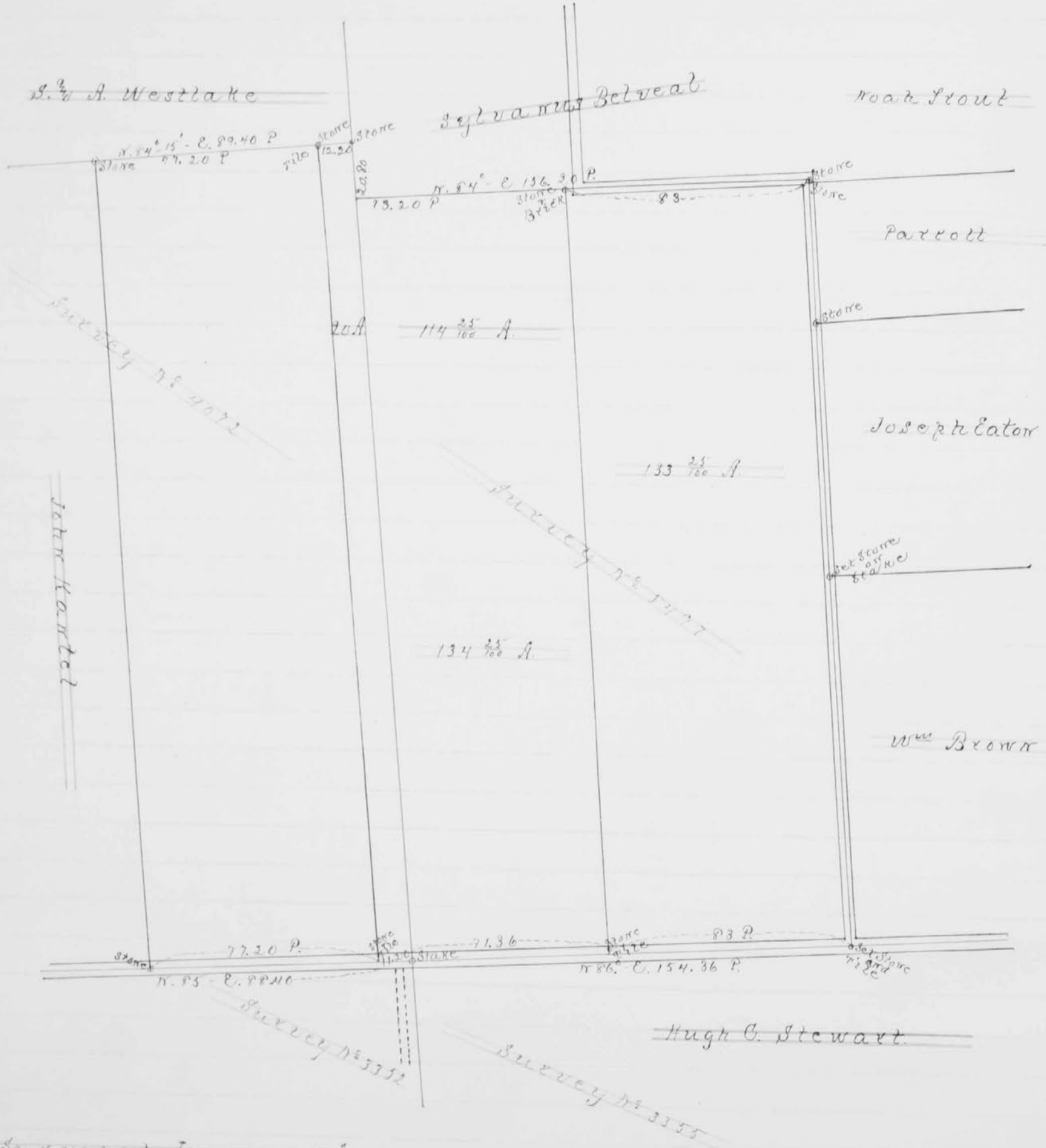
vs. Jasper Woodworth et al

Journal 17, Page 7.

This day this cause came on for hearing on the Report of the Receiver herein filed, and the Court find the same correct, and the Court do approve and confirm the same, and said Receiver John F. Bennett is hereby ordered to pay the money in his hands, to wit Sixteen hundred <sup>7</sup>/<sub>100</sub> fifty-nine <sup>80</sup>/<sub>100</sub> dollars to the Clerk of this Court.

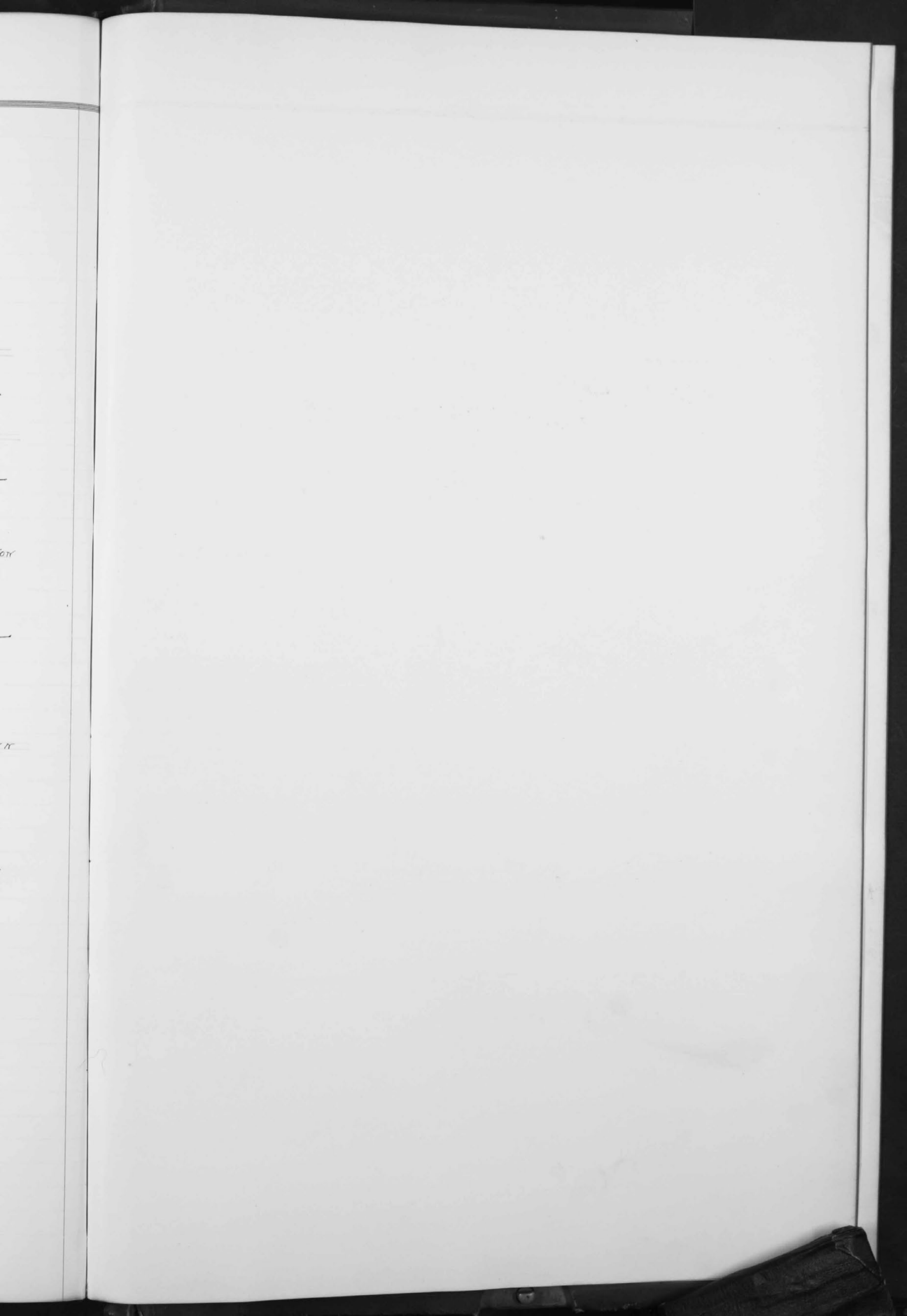
Attest  
 R. M. Croy Clerk

See Page 395 for remainder of Plot.



Surveyed January 30, 1890.  
Will P. Beightler, Surveyor U. S. C.





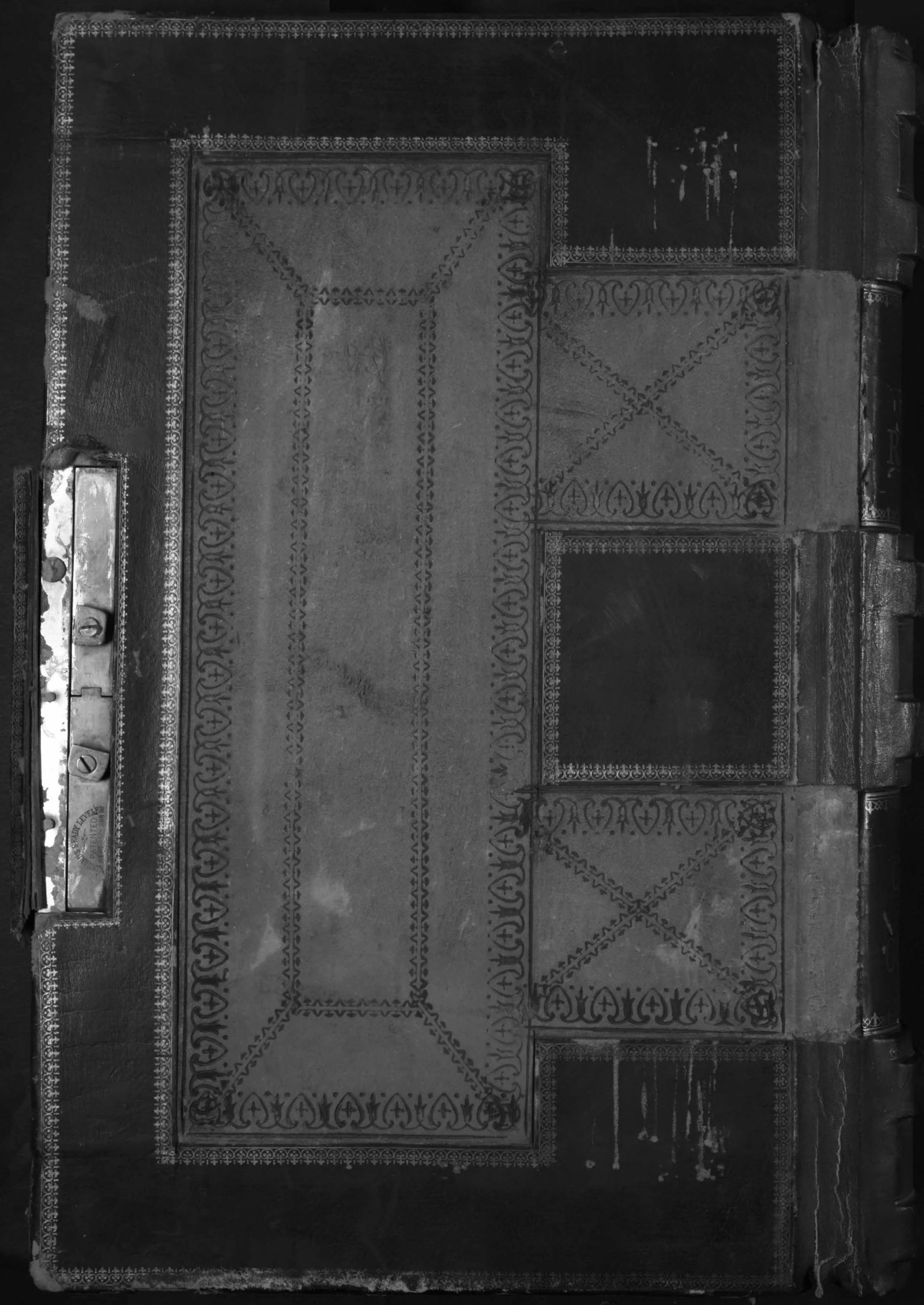












THE READY LIVER  
PATENTED  
1888