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O. P.

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 24<sup>th</sup> day of October, 1889, C. P. Garwood filed in the Clerk's office of the said Court of Common Pleas the following Petition against A. O. I. Andrews, to wit:

Petitioner C. P. Garwood

vs

Court of Common Pleas,  
Union County Ohio.

5881 O. A. I. Andrews

Plaintiff says that he is the owner and holder of the following writing obligatory a copy of which is hereto attached marked "A" and made a part of this petition.

" \$80<sup>00</sup> April 14<sup>th</sup>. 1885.

" On the first day of January 1886 I promise to pay to M. W. Buckley or bearer, Eighty dollars. Value received at 6% per annum payable at North Lewisburg Bank. Due January 1<sup>st</sup>, 1886.  
" (Signed) A. O. I. Andrews.

Plaintiff further says that he purchased the same before due and for a full and valuable consideration in the usual course of business that the same remains wholly unpaid and is now past due, and there is due now on said note \$80<sup>00</sup> with interest thereon from the 14<sup>th</sup> day of April 1885 at the rate of 6% per annum.

Plaintiff therefore asks judgment against the said A. O. I. Andrews for said sum of \$80<sup>00</sup> with interest thereon from the 14<sup>th</sup> day of April, 1885 at the rate of 6% per annum.

J. M. Kennedy,  
Attorney for Plaintiff.

State of Ohio  
Union County ss.

O. P. Garwood being duly sworn says the facts and allegations in the foregoing petition are true as he verily believes

Omar P. Garwood.

Sworn to and subscribed before me by the said O. P. Garwood this 24<sup>th</sup> day of October, 1889.

B. P. Ruggles  
Notary Public.

Copy of Note

\$800 April 14<sup>th</sup>. A.D. 1885

On the first day of January, 1886 I promise to pay to M. H. Buckley or bearer Eighty dollars value received at 6% per annum payable at North Lewisburg Bank. Due January 1<sup>st</sup>. 1886.

A. O. J. Andrews.

Præcipe To the Clerk:

Issue Summons on the within petition directed to the Sheriff of Union County.

Indorse: Judgment claim against said Defendant for said sum of \$800 with interest thereon from April 14<sup>th</sup>. 1885 at 6% per annum.

J. M. Kennedy, Atty.

Summons

Afterward, on the 24<sup>th</sup> day of October, 1889 a Summons was issued by the clerk, indorsed, to wit:

5881 The State of Ohio  
Union County ss.

To the Sheriff of said County.

You are hereby commanded to notify A. O. J. Andrews that he has been sued by O. P. Garwood in the Court of Common Pleas of Union County, and must answer to the 23<sup>rd</sup> day of November, A.D. 1889 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 4<sup>th</sup> day of November, A.D. 1889.

Witness my hand and the seal of said Court, this 24<sup>th</sup> day of October, A.D. 1889.

Seal

R. W. Krovy, Clerk.

Sheriff's

Return

And on the 4<sup>th</sup> day of October, 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Ser's Return	\$ 30
Add. Dfts	2 00
Copy	2 00
Total	\$ 2 50

State of Ohio  
Union County

Sheriff's Return.

Received this writ October 24<sup>th</sup> A.D. 1889 at 10 o'clock A.M. and served same by leaving a certified copy thereof with the indorsements thereon at the usual place of residence of the within named A. O. J. Andrews, defendant, on the 1<sup>st</sup> day of November, 1889.

Thomas Martin, Sheriff.

Indorsed: Money only: amount claimed \$800 with 6% from April 14<sup>th</sup>. 1885.

Motion

5881

Afterward, on the 5<sup>th</sup> day of November, 1889, a Motion was filed with the Clerk of Court, to wit:

O. P. Garwood

vs

A. O. J. Andrews

Court of Common Pleas  
Union County Ohio



The defendant moves the court for an order requiring the plaintiff to give security for costs in this case and for cause says: Said plaintiff is not a resident of said County of Union.

J. B. Cameron

Attorney for Defendant

State of Ohio,  
Union County ss.

A. O. S. Andrews being sworn says that he is acquainted with the plaintiff and that his residence is in West Middleburg in Logan County, Ohio.

A. O. S. Andrews.

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

Seal

R. M. Croxy, Clerk.

Answer

Afterward, on the 27<sup>th</sup> day of October, 1890, an answer was filed with the Clerk of Court, to wit:

5881

C. P. Garwood

vs

Court of Common Pleas

A. O. S. Andrews

Union County Ohio

The defendant for answer says: He admits that he made the note in the petition set forth, and that at the time this suit was commenced the plaintiff was in possession of the same. But denies each and every other allegation and averment in said petition contained.

Second Defense: The defendant farther says: That the note set forth was founded upon an illegal and gambling consideration and is what is commonly called a Bohemian Oats. The only consideration being 8 bushels of oats worth not to exceed 25-cents per bushel, the value of ten dollars per bushel being fictitious, but to induce defendant to take said oats at ten dollars per bushel and execute his note for \$80<sup>00</sup> said Buckley the payee agreed to find buyers for all the oats that said defendant could raise from said 8 bushel, and to sell the same for ten dollars per bushel before the close of the year; (said transaction was a scheme and swindling venture, and to have fulfilled the same on the part of said Buckley would have resulted in cheating and defrauding other parties and by false pretense inducing them to buy oats at 40 times its value, oats only being worth 25-cents per bushel. To induce others to buy it was proposed to agree to sell for them double the amount of their purchases and a like fictitious value, all such notes were made payable to bearer so as to avoid indorsement and to get them into

the hands of innocent purchasers before said scheme collapsed.

The plaintiff at the time he took said note knew all about said scheme, and well knew that the consideration for said note was a promise on the part of said Buckley to cheat the public and allure unsuspecting farmers into giving like notes for larger amounts, the consideration of which would be like promises to cheat and defraud the public. Before he came into possession of said note the plaintiff was fully advised of all the foregoing facts and was well acquainted with said scheme and knew the trick thereof.

Said scheme has long since collapsed and the promoters thereof have gone into "inocuous desuetude" and the plaintiff's right of action should do the like.

The inequity of said scheme is shown forth in this transaction for the defendant raised some of said oats and Buckley's gang come along and sold five bushels of it to defendant's mother for ten dollars per bushel and gave defendant his note after getting out of him a large commission, and when the scheme broke up the old lady brought defendant to time.

The plaintiff having dabbled in a wicked scheme ought not to recover and defendant asks to go hence without day and recover his costs.

J. D. Cameron

Attorney for Defendant

The State of Ohio,  
Union County ss

A. O. S. Andrews being first duly sworn says the facts stated and allegations made in this foregoing answer are true as he believes.

A. O. S. Andrews

Sworn to before me and signed in my presence this 25<sup>th</sup> day of October, 1890.

Seal

John Van Pearse  
Notary Public

Motion

Afterward, on the 7<sup>th</sup> day of November, 1890, a motion was filed with the Clerk of Court, to wit:

5881 C. P. Garwood

vs

A. O. S. Andrews

Court of Common Pleas  
Union County Ohio

Now comes the plaintiff by his attorney J. M. Kennedy and moves the court to strike out all of that part of the defendant's answer beginning at the word "said" line 24, first page and terminating with the word "public" of the second page.

Entry

5881

Reply

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Also that part of said answer beginning with the word "said" line 19 second page of said answer and ending with the word recover on page 3" line two and for reason says: all of said paragraphs are argumentative, irrelevant, immaterial, improper and encumber the records of this court.

J. M. Kennedy, Attorney for Plaintiff

Entry

588

Afterward, on the 13<sup>th</sup> day of November, 1890, an entry was made on the Journal by the Clerk, to wit: C. P. Garwood

vs Journal 15, Page 413.  
R. C. J. Andrews

This case came on to strike out of the answer of said defendant and the court being fully advised does strike from said answer from the words "said" line 19 of 2<sup>nd</sup> page and ending with word "recover" on line 2 of 3 page, all the balance of said motion the court overruled.

Reply

5881

Afterward, on the 13<sup>th</sup> day of November, 1890 a Reply was filed with the Clerk of Court, to wit: C. P. Garwood

vs Court of Common Pleas  
Union County Ohio  
R. C. J. Andrews

Now comes the plaintiff and for reply says that he admits said Note was said to be a Bohemian Cats note before he purchased the same; but say that before parting with his money and before purchasing said note he went to the defendant, who at that time said to the plaintiff that the note sued upon was all right, and induced him to purchase the same. That he would pay it when due thereby inducing and getting the plaintiff to buy said note, and by said guarantee and representations got the plaintiff to part with his property for said note.

Plaintiff says that he was a purchaser before due of said note in the usual course of business, and that he was not and is not a party to any scheme or trick for to cheat or defraud the public or any one else; and denies each and every allegation in said answer contained therein as to the same being for a fraudulent or void consideration upon his part.

The plaintiff therefore prays that he may recover as in his petition and for all proper relief.

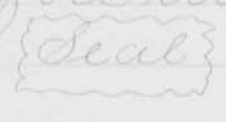
J. M. Kennedy, Attorney for Plaintiff

State of Ohio  
Union County, ss

O. P. Garwood being duly sworn says  
the facts and allegations in the foregoing reply  
are true as he verily believes.

O. P. Garwood.

Sworn to and subscribed by the said  
O. P. Garwood before me this the 11<sup>th</sup> day of November  
A. D. 1890.



A. W. Kellefrath  
Notary Public.

Entry

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

5881

O. P. Garwood

vs

Journal 15, Page #26

A. C. S. Andrews

This day came the parties and  
their attorneys, and thereupon neither part re-  
quiring or demanding a jury, a jury was waived  
and by consent of the parties and their attorneys  
this cause was submitted to the Court upon  
the pleadings and evidence and was argued  
by counsel. On consideration whereof the Court  
being fully advised in the premises find for  
the defendant.

It is therefore considered and adjudged  
by the Court that the defendant recover of the  
plaintiff his costs herein expended taxed to \$

The plaintiff made his motion for new  
trial which was overruled by the Court and  
to which ruling plaintiff excepted.

Attest  
R. M. Erny 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.

Be it remembered that, heretofore to-wit, on  
the 12<sup>th</sup> day of October, Orson C. Kilbury filed in the  
Clerks Office of the said Court of Common Pleas the  
following Petition against John Robinson, to-wit:

Petition Orson

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Petition Arson B. Kilbury

vs

5873

John Robinson

Court of Common Pleas Union County, Ohio

The plaintiff, Arson B. Kilbury complains of the said John Robinson defendant; for that said defendant is now the owner of a farm in Darby Township in said County, through which in the year A. D. 1834 was laid out and established, sixty feet in width, a public highway, and being a State road leading from Zanesfield, in Logan County to the National Road in Madison County.

The said road has ever since been opened and used as a public highway for the use of the traveling public. That after said road had been so opened and used at the width aforesaid for more than forty years, and before the injuries hereinafter to be named the said defendant unlawfully and negligently constructed within the boundaries of the same, and near the traveled track thereof a post and board fence, which fence is within the bounds of said road more than 11 feet, and not more than 12 feet from the center of the traveled track of said road.

Said fence is constructed in a ditch so as to bring the top of the same about two feet above the level of the said road. After said fence had been so constructed as aforesaid and before the injuries hereinafter to be named the defendant negligently, carelessly, and unlawfully placed and securely fastened on top of the said posts thereof about two feet above the level of the traveled track of said road a dangerous barbed wire, and the same was exceedingly dangerous to the traveling public, as the defendant well knew.

The defendant was at the time of the injuries hereinafter to be named the owner of several hogs which he carelessly, negligently and unlawfully suffered to run at large upon said highway along and opposite the point where said unlawful fence was constructed.

That on the 10<sup>th</sup> day of September, 1889 while the plaintiff was lawfully traveling upon said highway in a buggy drawn by a single horse, along and opposite the point where said fence was constructed; and while in the exercise of ordinary care on his part; the said hogs of the defendant so unlawfully upon the highway as aforesaid, suddenly sprang from the side of the highway from a cover of weeds, at and towards the plaintiff.

horse, at the same time making a loud noise in such a manner as to frighten the said horse and cause it to spring to the side of the road next to said fence upsetting the buggy and throwing the plaintiff upon said barbed wire; and by reason thereof the plaintiff was greatly cut, lacerated, bruised, and injured in and about his person, causing the plaintiff to be sore, sick, and lame ever since, and to put the plaintiff to great trouble and expense for medicine and medical attendance and to cause him great pain and anguish and loss of time.

To the damage of plaintiff thirty-five hundred dollars.

For a second cause of action defendant says: That by reason of the grievances mentioned in his first cause of action and herein reaffirmed his clothing was torn from his person and his buggy and harness broken and injured to the damage of plaintiff fifty dollars.

Wherefore the plaintiff prays judgment against the said defendant in the sum of thirty-five hundred and fifty dollars, and for all proper relief.

J. B. Cameron, Attorney for Plaintiff.

The State of Ohio,  
Union County, ss

Orson C. Hilbury, plaintiff, being first duly sworn says the facts stated and allegations made in this foregoing petition are as he believes true.

C. C. Hilbury.

Sworn to before me and signed in my presence this 12<sup>th</sup> day of October, 1889.

Seal

R. M. Leroy, Clerk.

To the Clerk:

Issue Summons for defendant, returnable according to law. Amount claimed \$3550<sup>00</sup>

Summons

Afterward, on the 12<sup>th</sup> day of October, 1889, a Summons was issued by the clerk of court, indorsed, to wit:

5873

The State of Ohio,  
Union County, ss

To the Sheriff of said County:

You are hereby commanded to notify John Robinson that he has been sued by Orson C. Hilbury in the Court of Common Pleas of said Union County, and that unless he answer by the 9<sup>th</sup> day of November, A. D. 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, and judgment taken accordingly. You will make due return of this

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summons on the 21<sup>st</sup> day of October, A.D. 1889.  
 Witness my hand and the seal of said Court,  
 this 12<sup>th</sup> day of October, A.D. 1889.  
 Seal } R. M. Leroy, Clerk.  
 Indorsed: Damages; Amount \$35.50<sup>00</sup>.

And on the 17<sup>th</sup> day of October, 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Service	5	30	The State of Ohio Union County, ss Sheriff's Return Received this writ October 12 <sup>th</sup> A.D. 1889, at 10 o'clock P.M. and pursuant to its command, I served the same by delivering a certified copy thereof with the indorsements thereon to the within named John Robinson on the 17 <sup>th</sup> day of October, 1889. Thomas Martin, Sheriff.
Mileage	3	20	
Copy	20		
Return	10		
Total	53	80	

Answer  
 5873  
 Person C. Hilbury  
 vs  
 John Robinson

Court of Common Pleas  
 Union County, Ohio.  
 The defendant says his true and full name is John W. Robinson Jr. and for answer to the plaintiff's petition says the road mentioned in the said petition was about twelve years ago, to wit: about 1877 straightened by the action of the Commissioners of said County when said road was improved and gravelled and the road bed placed its entire width on the ground to the North of the old original line and when graded and gravelled and established was made only about 44 feet wide and that was all the width necessary for public use for said highway. That the said road was graded with a double track and the gravel placed on the north side of the road leaving a dirt track on the south side. That defendant placed a good straight board fence with posts and with a barbed wire on the top of the posts on the North margin of said road to enclose the defendant's farm on that side of said road about four and one-half years before this action was brought and the same has so remained ever since as the plaintiff well knew and no complaint was ever made by plaintiff to defendant in regard thereto or by said Commissioners of said County or the Supervisors of said road district or by any other person and defendant denies all the other allegations

of said petition in relation to said road and said fence and said wire. Further the defendant denies that he suffered his hogs or shoats to run at large in said road and denies that any of his hogs or shoats were in said road as alleged, and denies that defendants hogs or shoats scared plaintiffs horse or caused him to run away as alleged.

Further defendant denies that said plaintiff was injured as alleged in his petition, and denies that said fence or said wire, or defendants hogs caused any injury to the plaintiff and denies all the allegations of said petition except so far as admitted herein as to the width of said road and except that he admits the defendant was slightly hurt by being thrown against said board fence and wire and his buggy slightly injured thereby not exceeding twenty five dollars altogether.

Second Defense:

The defendant says that the plaintiff by his own carelessness and by the neglect of usual and proper skill in the use of the lines to said horse and he says that by reason of the interference of his sister who sat at his left side in said buggy at the time of said accident, said horse was drawn out of the said road and the buggy ran on to said fence by which the injuries to plaintiff and his buggy were sustained and that said accident and injuries were of plaintiffs own fault, negligence and wrong and not by reason of any fault or neglect of the defendant.

Therefore the defendant prays judgment that he go hence and recover of plaintiff his costs.

J. W. Robinson,

Attorney for Defendant.

The State of Ohio  
Union County ss

John W. Robinson Jr., being duly sworn deposes and says the allegations of the foregoing answer are true as he verily believes.

John W. Robinson, Jr.

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

Seal

R. W. Gray, Clerk of Courts.

Reply

5873 Afterward on the 25<sup>th</sup> day of November, 1889, a Reply was filed with the clerk of court, to wit:

Erson C. Hilbury

or

John Robinson

Court of Common Pleas  
Union County, Ohio

Entry

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The said plaintiff in reply to the answer of the defendant says: That he denies that any change was made in said road or in the width thereof, and denies that any permission was ever given to defendant to remove his fence within the original bounds of said road, and denies that defendant ever had any legal right to place his fence where it was at the time of said injury, and denies that the width of said road was ever changed, or that 44 feet was sufficient, and denies the allegations of the said defendant in regard to the change of said road. And this plaintiff denies each and every allegation contained in the defendant's second defense.

Wherefore prays plaintiff as he has always prayed, for judgment &c.

J. B. Cameron,

The State of Nev. |  
Union County ss.

Attorney for Plaintiff

Orson B. Hilbury, plaintiff being sworn says the facts stated and allegations made in his foregoing reply are true as he believes.

Orson B. Hilbury.

Sworn to before me and signed in my presence this 25<sup>th</sup> day of November, 1890.

R. M. Leroy Clerk

By W. M. Wright Deputy

Afterward, on the 18<sup>th</sup> day of November, 1890 an entry was made on the Journal by the clerk

Orson B. Hilbury

Journal 15, Page 419

Or  
John Robinson

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

- |                  |                  |                   |
|------------------|------------------|-------------------|
| 1 Jerome Albaugh | 5 Oscar Murphy   | 9 David Skidmore  |
| 2 N. Larum       | 6 Charles Jacob  | 10 Wm M. Mannis   |
| 3 L. B. Davis    | 7 Arthur Flesher | 11 Geo. Smallwood |
| 4 Joseph Powell  | 8 Ruben Poling   | 12 Robert Washill |

who were duly impaneled and sworn; and the said Jury having heard the evidence in part, this cause was continued until half past eight o'clock tomorrow morning.

Entry

Afterward, on the 19<sup>th</sup> day of November, 1890, an entry was made on the Journal by the clerk of Court.

5873

Orson B. Hilbury

Journal 15, Page 420.

Or  
John Robinson

This day again came the said parties by their attorneys, and also came the jury heretofore impaneled and sworn and the trial proceeded.

And the said jury having heard further evidence the court discharged until tomorrow morning at half past eight o'clock, to which time court adjourned.

Entry

5873

Afterward, on the 20<sup>th</sup> day of November, 1890 an entry was made on the Journal by the Clerk.

Arsen B. Silbury

vs

John Robinson

Journal 15, Page 420.

This day again came the said parties by their attorneys and also came the jury heretofore impaneled and sworn and the trial proceeded.

And the jury having heard the remaining testimony and the arguments of counsel, the hour of adjournment having arrived the court discharged the jury until 8<sup>30</sup> tomorrow morning, to which time court then adjourned.

Entry

5873

Afterward, on the 21<sup>st</sup> day of November, 1890 an entry was made on the Journal by the Clerk.

Arsen B. Silbury

vs

John Robinson

Journal 15, Page 421

This day again came the parties by their attorneys; also came the jury heretofore impaneled and sworn in this case.

And the said jury having heard the charge of the court retired to their room for deliberation, under the charge of the Sheriff.

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

Verdict

We, the jury, being duly impaneled, sworn and affirmed, find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant John Robinson at the sum of \$155<sup>00</sup>.

Dated November 21<sup>st</sup>, 1890.

C. H. Jacobs. Foreman

Motion

5873

Afterward, on the 21<sup>st</sup> day of November, 1890 a motion was filed with the Clerk of Courts, to wit:

Arsen B. Silbury

vs

John Robinson

Motion for New Trial.

The defendant moves the court to set aside the verdict rendered in this case and grant

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- 1" a new trial in this case for the following causes:
- 2" The court erred in excluding evidence offered by defendant at the trial, to which defendant excepted at the time.
- 3" The court erred in the charge of the law to the jury to which defendant at the time excepted.
- 4" The said verdict was against the weight of the evidence.
- 5" The verdict should have been for the defendant instead of for the plaintiff.

Robinson & Woodburn,  
Attorneys for Defendant

Entry Attest, on the 4<sup>th</sup> day of December, 1890,  
an entry was made on the Journal by the clerk  
5873 Arson & Hilbury  
vs  
John Robinson | Journal 15, Page 446.

This day came the parties by their attorneys and this cause came on to be heard upon the motion of the plaintiff for a new trial and was argued by counsel and submitted. On consideration whereof the court being fully advised in the premises overrules said motion, to which ruling of the court the defendant excepted.

Thereupon on motion of the plaintiff judgment is awarded upon the verdict of the jury. It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendant the said sum of One hundred and fifty-five dollars, the amount found due by the verdict of the jury, and also that said plaintiff recover of the defendant his costs herein expended taxed to &.

Attest  
W. 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 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

22<sup>nd</sup> day of February, 1889, G. Garwood filed in the  
clerk's office of the said Court of Common Pleas  
the following petition against D. J. Taylor et al. to wit:

Petition G. Garwood

vs

Court of Common Pleas  
Union County, Ohio

5760 D. J. Taylor  
Ellen Taylor

Plaintiff states; there is due from  
the defendants the sum of one hundred and  
twenty five dollars with 8 per cent. interest from  
June 27<sup>th</sup>, 1887, upon a promissory note of which the  
following is a copy. to wit:

Copy of note \$125<sup>00</sup>. Richwood, June 27<sup>th</sup>, 1887.

On or before 12 months we, or either of us  
promise to pay to the order of G. Garwood, One hundred  
and twenty five dollars, value received with 8 per  
cent. interest from date until paid.

" " " D. J. Taylor

" " " Ellen Taylor

" " There are no credits or indorsements on said  
note.

Wherefore plaintiff prays judgment on said  
note against said defendants for said sum of  
One hundred and twenty-five dollars with 8 per  
cent interest thereon from June 27<sup>th</sup>, 1887 and costs  
of suit.

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 brought on an instrument in writing  
for the payment of money only which is in his  
possession. And the facts and allegations in  
the foregoing Petition are as he believes true.

S. S. Gardiner.

Sworn to and subscribed before me this 21<sup>st</sup>  
day of February, 1889.

Seal } W. W. Bauder

Notary Public.

Receipt To the clerk:

Issue Summons on the petition to  
Sheriff of Union County, returnable according to  
law. Amount claimed \$125<sup>00</sup> and 8% interest from  
June 27<sup>th</sup>, 1887.

S. S. Gardiner.

Summons

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Motion

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Summons

5-760

Afterward on the 22<sup>nd</sup> day of February, 1889 a  
 Summons was issued by the Clerk of Court, to-wit:  
 The State of Ohio  
 Union County ss To the Sheriff of said County.  
 You are hereby commanded to notify  
 L. J. Taylor and Ellen Taylor that they have been  
 sued by G. Garwood in the Court of Common Pleas  
 of Union County, and must answer by the 23<sup>rd</sup> day  
 of March A. D. 1889, or the petition of the said plaintiff  
 will be taken as true, and judgment rendered  
 accordingly.  
 You will make due return of this summons  
 on the 4<sup>th</sup> day of March, A. D. 1889.

Witness my hand and the Seal of said  
 Court this 22<sup>nd</sup> day of February, A. D. 1889.  
 Seal R. M. Leroy, Clerk.

Endorsed: Money: Amount claimed \$125<sup>00</sup> at 8%  
 from June 27<sup>th</sup> 1887.

Sheriff's Return

5-760

And on the 27<sup>th</sup> day of February, 1889, the  
 Sheriff of said County returned said writ to the  
 Clerk's office in said County, which return is to-wit:  
 State of Ohio  
 Union County Sheriff's Return  
 Received this writ February  
 22<sup>nd</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.  
 Thomas Martin, Sheriff

Ser. & Ret.	\$ 45
Mileage	3 20
Copy	40
Total	\$ 4 05

Motion

5-760

Afterward, on the 19<sup>th</sup> day of March, 1889, a  
 Motion was filed with the Clerk of Court, to-wit:  
 G. Garwood  
 vs  
 Court of Common Pleas  
 L. J. Taylor et al Union County Ohio  
 The defendants above the Court for  
 an order requiring the plaintiff to give security  
 for costs and for ground of motion says:  
 The plaintiff is  
 a non-resident of said County of Union.  
 J. B. Cameron

Answer

5-760

Afterward, on the 24<sup>th</sup> day of May, 1889, an Answer  
 was filed with the Clerk of Court, to-wit:  
 G. Garwood  
 vs  
 Court of Common Pleas  
 L. J. Taylor et al  
 Now comes the said L. J. Taylor and  
 Ellen Taylor, defendants, and for their answer to  
 plaintiff's petition say: That in the summer of 1885

swindling company at Leffie Ohio called Bohemian  
Oat and Cereal Company which issued a large  
number of attractive papers purporting to be bonds.

That a pretended agent of said company  
came to the defendant to J. Taylor and exhibited  
said bonds and represented that if defendant  
would buy of him 15 bushel of wheat at \$15<sup>00</sup> per bushel  
the said company would bind itself to find a  
buyer for 30 bushel of wheat at \$15<sup>00</sup> on or before  
October, 1886. Wheat at that time was not worth  
over 90 cents per bushel as both said parties knew,  
the sum of \$15<sup>00</sup> being a mere fictitious price and  
the real consideration being the promise to find  
a buyer for 30 bushel at a like fictitious price  
which would involve another promise to find  
a buyer for 60 bushel at a like fictitious price.

The defendants finally consented to the  
scheme and executed their note for \$225<sup>00</sup> for 15  
bushel of said wheat which was not worth more  
than \$13<sup>50</sup>. Defendants sowed the wheat and  
raised a crop in the year 1886 but before said crop  
matured the General Assembly of Ohio passed  
a law making it a criminal offense to sell  
grain at a fictitious price, and said bond never  
was fulfilled, and the said company did not  
sell any wheat for defendant although its Agent  
gave defendant a bond insuring the same which  
bond was executed at the time said note was  
given.

The defendants say that plaintiff  
came into possession of said note of \$225<sup>00</sup> with  
full knowledge of the consideration and well  
knowing at the time that the only consideration  
was said 15 bushel of wheat and said promise  
to cheat the public by selling 30 bushel of wheat  
to some one else at a like fictitious price.

The plaintiff did not pay value for said  
note and knew at the time he took it that  
it was a fraudulent grain note and defendant  
deny that he took it before due. That at the  
date of said note in the petition described plain-  
tiff came to these defendants and admitted that  
he knew said note was a red line wheat note  
when he took it, but said he had been to Bellefontaine  
and had consulted lawyers and they all said  
such notes would have to be paid and finally pre-  
vailed upon these defendants to pay him \$100<sup>00</sup> in  
cash and quite a sum of interest and to execute  
said note of \$125 set up in the petition for said \$225<sup>00</sup>  
and there was no other or further consideration.

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These defendants say that said original note of \$225<sup>00</sup> was against public policy illegal and void and that the note in the petition being for no other consideration is also void and against public policy.

By way of cross-petition these defendants say that they were never legally bound up in said note of \$225<sup>00</sup> and that they paid the said plaintiff said sum of One hundred dollars with out any consideration and upon his false representation that they were so bound. And these defendants ask that the note in the petition set up may be cancelled by order of the Court and that they may have judgment against said plaintiff for said sum of One hundred dollars with interest from June 27<sup>th</sup>, 1887 and for all proper relief.

J. D. Cameron  
Attorney for Defendants.  
State of Ohio, |  
Union County, ss.

W. J. Taylor, being sworn says the facts stated and allegations made in the foregoing answer are true as he believes.  
W. J. Taylor.

Sworn to before me and signed in my presence this 24<sup>th</sup> day of May, 1889.

Demurrer

5700 Afterward, on the 12<sup>th</sup> day of June, 1889, Demurrer was filed with the Clerk of Court, to wit:

G. Garwood  
vs  
L. J. Taylor et al | Court of Common Pleas,  
Union County, Ohio.

The plaintiff demurs to the Answer of the defendants and for grounds says:  
Said Answer does not state facts sufficient to constitute a defense to plaintiffs action, or to entitle defendants to the Judgment asked for against plaintiff.

S. S. Gardiner  
Attorney for Plaintiff.

Entry

5760 Afterward, on the 13<sup>th</sup> day of December, 1889, an Entry was made on the Journal by the Clerk, to wit:

G. Garwood  
vs  
L. J. Taylor et al | Journal 15, Page 225

This cause came on to be heard on the demurrer of the plaintiff to the answer filed herein was argued by counsel, and the Court being advised in the premises overruled the same;

to which ruling the plaintiff then and there excepted. Leave was granted plaintiff to file Reply in 30 days.

Entry

5760 Afterward, on the 3<sup>rd</sup> day of March, 1890, an entry was made on the Journal by the Clerk of Court, to-wit:

G. Garwood

vs

L. J. Taylor et al

Journal 15, Page 248

The above cause is continued on the motion and showing of plaintiff, on account of the absence of a witness, to-wit: Charles Bishop.

It is adjudged that the plaintiff pay the costs of the term, taxed - - -

Entry

G. Garwood

vs

5760 L. J. Taylor et al

Journal 15, Page 249.

Leave granted to plaintiff to file Reply instant.

Reply

5760 Afterward, on the 3<sup>rd</sup> day of November, 1890, a Reply was filed with the Clerk of Court, to-wit:

G. Garwood

vs

L. J. Taylor et al

Court of Common Pleas  
Union County Ohio.

Plaintiff for Reply to the Answer of the defendant L. J. Taylor says: He purchased said note of \$225<sup>00</sup> for a full and valuable consideration before due, and in the usual course of trade, and without knowledge of any equities or defenses between the original parties to said note.

Plaintiff denies that he knew when he purchased said note of \$225<sup>00</sup> that the same was what is known as a "Red Line Wheat Note" obtained in the manner and for the consideration stated in the said answer. And he denies that he made the representations stated in the answer at the time he obtained said \$100<sup>00</sup>, and said new note - - for said note of \$225<sup>00</sup>.

Plaintiff further says said note of \$225<sup>00</sup> was fully compromised and settled between said plaintiff and the defendant L. J. Taylor at the time the note upon which this action is founded was given - by the plaintiff making a deduction on said note of \$225<sup>00</sup> and forbearing to sue the said defendant L. J. Taylor for the period of one year for the said sum of \$125<sup>00</sup>.

Plaintiff also denies that said notes were against Public Policy - illegal and void and denies

Entry

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that said \$100<sup>00</sup> was paid without any consideration and upon the false representations of plaintiff.

Plaintiff also denies each and every allegation in said answer contained and not herein especially admitted.

Wherefore plaintiff prays that the prayer of the cross-petition of said B. J. Taylor embraced in said answer be refused, and that he may have judgment against the defendants as prayed for in the petition.

S. S. Gardiner

Attorney for Plaintiff.

State of Ohio  
Union County ss

S. S. Gardiner, being duly sworn says he is the attorney of the plaintiff duly authorized on the premises; that said plaintiff is a non-resident of Union County, Ohio, and is now absent therefrom and he believes the facts and allegations in the foregoing reply are true.

S. S. Gardiner.

Sworn to and subscribed before me this 28<sup>th</sup> day of February, 1890.

Seal } R. W. Levy, Clerk.

Entry

Afterward, on the 1<sup>st</sup> day of December, 1890 an Entry was made on the Journal by the Clerk Court.

5760

B. Garwood

vs

Journal 15, Page 485

B. J. Taylor et al

This cause having been heretofore by the parties submitted to the Court on the pleadings and the evidence. And the Court having heretofore found that the defendants B. J. Taylor and Ellen Taylor are indebted to the plaintiff in the sum of One hundred and fifty-nine dollars, and no motion for a new trial having been made, it is therefore considered that the said plaintiff recover from the said defendants the said sum of \$159<sup>00</sup> and his costs herein expended and that this Judgment draw 8 per cent. interest.

Attest

R. W. Levy 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 B. Price, Judge of said Court, of the term of November, 1889, 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 October, 1889, Thomas W. Fuller filed in the Clerk's Office of the said Court of Common Pleas the following Petition against A. M. Robinson.

Petitioner Thomas W. Fuller

vs.

Court of Common Pleas  
Union County Ohio

5862 A. M. Robinson

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

Copy

\$175.<sup>00</sup>

Wilford Centre, Ohio, June 24<sup>th</sup>, 1889.

Note

On or before September 1<sup>st</sup>, 1889, after date I promise to pay to the order of J. B. Cranston One hundred and Seventy <sup>2</sup>/<sub>100</sub> <sup>5</sup>/<sub>100</sub> dollars at 8% after maturity. Value received.

A. M. Robinson.

That no payment has been made on said note. That the plaintiff purchased said note about the 25<sup>th</sup> day of June, 1889 and is now the legal owner and holder thereof. And plaintiff says that there is now due to him on said promissory note from defendant the sum of One hundred and seventy and <sup>2</sup>/<sub>100</sub> <sup>5</sup>/<sub>100</sub> dollars with interest at 8% from the 1<sup>st</sup> day of September, 1889.

Plaintiff therefore asks judgment against said defendant for said sum of One hundred and Seventy <sup>2</sup>/<sub>100</sub> <sup>5</sup>/<sub>100</sub> dollars with interest at 8% from the 1<sup>st</sup> day of September, 1889 and for other proper relief.

Porter <sup>2</sup>/<sub>100</sub> Porter

Attorneys for Plaintiff.

John B. Porter, being duly sworn makes oath that he is one of the attorneys for plaintiff in this action duly authorized. That the plaintiff is a non-resident of the County of Union and now absent therefrom. And affiant further makes oath that the facts stated in the foregoing petition are true as he verily believes.

John B. Porter.

Sworn to by John B. Porter before me and signed by

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him in my presence this 4<sup>th</sup> day of October, 1889.  
Seal} R. M. Brody, Clerk of Court

Issue a Summons against the defendant, returnable according to law.  
Indorse: "Action for \$170.<sup>00</sup> with interest at 8% from September 1<sup>st</sup>, 1889."  
Oct. 4<sup>th</sup> 1889 Porter & Porter, Attys.

Summons 5862 Afterward, on the 4<sup>th</sup> day of October, 1889, a Summons was issued by the Clerk of Court, indorsed, to wit:

The State of Ohio, Union County ss To the Sheriff of said County.  
You are hereby commanded to notify R. M. Robinson that he has been sued by Thomas D. Fuller in the Court of Common Pleas of said Union County and that unless he answer by the 2<sup>nd</sup> day of November, A.D. 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 and judgment taken accordingly.

You will make due return of this Summons on the 14<sup>th</sup> day of October, A.D. 1889.  
Witness my hand and the seal of said Court, this 4<sup>th</sup> day of October, A.D. 1889.  
Seal} R. M. Brody, Clerk.

Indorsed: Money Only; Amount \$170.<sup>00</sup> with 8 percent interest from September 1<sup>st</sup>, 1889.

Return 5862 And on the 8<sup>th</sup> day of October, 1889, the Sheriff of said County returned said Writ to the Clerk's Office in said County, which return is, to wit:

The State of Ohio Union County ss Sheriff's Return.  
Received this Writ October 4<sup>th</sup> A.D. 1889 at 1 o'clock P.M. and pursuant to its command, I served the same by delivering a certified copy thereof with the indorsements thereon to the within named R. M. Robinson.  
Thomas Martin, Sheriff.

Service	30
Mileage	1 60
Copy	20
Return	20
Total	\$ 2 30

Motion 5862 Afterward, on the 18<sup>th</sup> day of October, 1889, a Motion was filed with the Clerk of Court, to wit:

Thomas D. Fuller vs Court of Common Pleas, Union County Ohio.  
R. M. Robinson The defendant moves the Court to order the plaintiff to give security for costs in this case for the reason plaintiff is not a resident of said County of Union.  
J. W. Robinson, Atty. for Plff.

Answer

Afterward, on the 4<sup>th</sup> day of November, 1889 an answer was filed with the Clerk of Court, to wit:

5862

Thomas D. Fuller

vs

Court of Common Pleas

A. M. Robinson

Union County, Ohio

The said defendant for answer to the plaintiffs petition says he denies that plaintiff bought said note and denies that he is the owner and legal holder of the same and denies that defendant is indebted to said plaintiff in said sum of \$170<sup>00</sup> or any other sum whatever.

For a second defense defendant says that at the time said note was signed by defendant viz: June 24<sup>th</sup>, 1889 the plaintiff was and still is the General manager in the State of Ohio of a pretended Insurance Company doing business in the name and style of "The Equitable Life Insurance Society of the United States" and the said J. B. Cranston the payee of said note was then the Agent of said plaintiff and of said pretended Company.

That on said twenty-fourth of June 1889 said Cranston for the first time came to defendant to induce him to take a life Policy of Insurance on defendant's life in said pretended Company.

That defendant then stated to said Cranston that he would not take a policy in any stock company for the reason so many of them were worthless and so many break up. And thereupon said Cranston represented to defendant in order to induce him to take a policy as aforesaid, that said Company was not a stock company and then further proposed to defendant that if he would make his application for Five thousand dollar policy in said Company and give said note for the first installment of twenty payments that said agent J. B. Cranston would forward it to the Company and if a policy should be issued he would bring the policy to defendant, and if in the meantime defendant should find the said Company was not as he had represented to defendant and the defendant was dissatisfied, he need not take the policy.

The defendant at that time had no knowledge of the character of said Company and very little acquaintance with said Cranston, but before any policy was executed and before the 4<sup>th</sup> of July, 1889 the defendant on investigation learned that said Company was a Stock Company and became dissatisfied with it and on the 4<sup>th</sup> of July, 1889, notified said Cranston that he had become dissatisfied with

Reply

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the Company and he had misrepresented the Company to him and would not take a policy in it.

That said Cranston never brought any policy to defendant but some time after July 4<sup>th</sup>, 1889 a paper came by mail directed to defendant and which the Post Master at Unionville Centre of said County of Union Ohio showed to defendant which on looking at the envelope defendant judged to be a policy of said Company and he returned it immediately to said Post Master and never received it and afterwards in a month or two plaintiff and said Cranston came together and made a tender of a paper which they represented to be a policy but defendant hath no knowledge whether it was so and denies that it was a valid policy and of any value. Defendant says said representations of said Cranston were not true and said Company is a stock Company as he well knew and as plaintiff well knew for what said note was given and therefore defendant says he was not bound to accept said policy and said note was never delivered to be used in case said policy should not be issued or in case said representations made to defendant should be untrue and defendant should become dissatisfied before said Cranston should bring it to defendant as aforesaid and therefore defendant asks that he go hence and recover his costs herein.

J. W. Robinson

Attorney for Defendant

The State of Ohio,  
 Union County ss.

A. M. Robinson, defendant being duly sworn deposes and says he believes the allegations of the foregoing Answer are true.

A. M. Robinson.

Sworn to before me and signed in my presence this 4<sup>th</sup> of November, 1889.

Seal

R. W. Leroy, Clerk

Reply

Afterward, on the 12<sup>th</sup> day of May, 1890, a Reply was filed with the Clerk of Court, to wit:

5862 Thomas D. Fuller

Or

Court of Common Pleas.

A. M. Robinson

Union County, Ohio.

The plaintiff replies to the Answer of defendant filed herein, and denies that said Insurance Company is a Stock Company. And denies that said Cranston represented that said Insurance Company was, or was not a stock

Company to defendant and denies that said  
 Cranston or plaintiff made any untrueful or  
 false representations to defendant as to said  
 Company, but on the contrary plaintiff avers that  
 said Company was truthfully represented to de-  
 fendant, and defendant voluntarily applied for  
 said insurance, and agreed to accept said policy  
 and recited said note in full satisfaction and  
 payment of the cash premium due on the same,  
 and said note was accepted by plaintiff in good  
 faith as cash, and reported the same as a cash  
 payment to the said Company, and paid to  
 said Company said premium of \$170<sup>00</sup> in cash  
 and took said note himself as cash relying fully  
 upon the payment of the same by said defendant.

That plaintiff duly tendered said policy  
 to defendant in compliance with his contract  
 of insurance, and now brings said policy into  
 Court, subject to its acceptance by defendant, and  
 said Company is bound by said policy, and to  
 pay the same to defendant according to its terms  
 of his contract with the said insurance Company  
 and the same being in full force against said  
 Company and in favor of said defendant.

Plaintiff therefore asks Judgment as he  
 already has in his petition.

Porter vs Porter.

Attorneys for Plaintiff.

John B. Porter make oath that he is one of  
 the attorneys for the plaintiff in this action;  
 that the plaintiff is a non-resident of said  
 County of Union, and affiant believes the facts  
 stated in the foregoing pleading to be true.

John B. Porter.

Sworn to by John B. Porter before me and  
 signed by him in my presence this 12<sup>th</sup> day of May  
 1890.

Seal } R. W. Croy, Clerk.

Amended  
 Answer

Afterward, on the 5<sup>th</sup> day of November, 1890, an  
 Amended Answer was filed with the Clerk, to wit:

Thomas H. Fuller

5862

vs  
 J. M. Robinson

Court of Common Pleas  
 Union County Ohio.

The said defendant for his Amended  
 Answer says that plaintiff at the time said note  
 was signed was the General Manager of "The  
 Equitable Life Insurance Company of the United  
 States" and John Cranston the payee of said note

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was his sub-agent of said Company.

That on or about the 24<sup>th</sup> of June, 1889, the said John Cranston with whom defendant had but a very little acquaintance came to defendant and represented to defendant that he was agent for said Company and that said Company was not a Stock Company and to induce defendant to apply for a policy of \$5000 on his own life represented to the defendant that said Company offered great inducements to people to take policies in it and among other things proposed to defendant that if he would take a \$5000 policy and pay the premium notes in 20 yearly installments at the end of 20 years he would have a paid up policy which at the rates of profits of the past made by said Company it would be worth from \$10000 to \$11000. (The exact amount he stated but the exact amount defendant is unable to state) which he could keep and draw an annual premium or dividend thereon or he could have it cashed by the Company at its said value and thereby it would be a good investment.

He also to induce defendant to apply for a policy of \$5000. represented to the defendant that if he would make three payments of three annual installments and then desired to take a paid up policy he could get a paid up policy of  $\frac{3}{20}$  of the \$5000. and deliver up the \$5000. policy.

The defendant replied to said Agent that he knew but very little about insurance and that he would not take a policy in a Stock Company and thereupon said Agent represented again that said Company was not a Stock Company but was managed on the Mutual plan and proposed to defendant that if he would apply for a \$5000. policy on his life and give said note for the first installment he would forward the application to the Company, and if the Company issued the policy he (said Agent) would bring to defendant the policy himself and that if the defendant in the mean time should ascertain that his representations of the Company were incorrect and he became dissatisfied he (defendant) need not take the policy and he would return the note.

The defendant relying on said proposition of said defendant made an application and gave said note with the clear understanding that if he found said representations were not correct and defendant should become dissatisfied before the policy should be delivered he would not be under obligation.

to accept the same. Defendant says that before the said policy was issued, to wit, about the 4<sup>th</sup> of July, 1889 he ascertained that said Company was a Stock Company and the said representations were not correct and he became dissatisfied and notified said Cranston that he had become dissatisfied and would not take said policy.

Defendant says said representations were not true and he was deceived thereby. That said Cranston did not bring any policy to the defendant and did not return said note to him and afterwards plaintiff made a tender of a policy which defendant refused to accept, and the defendant says the policy tendered him was by a Stock Company and did not provide for a paid up policy for 3<sup>rd</sup> of the \$5000. on the payment of three installments and did not have the conditions which by said representations it should have contained and therefore the defendant says the said note never had any validity in law, never having been delivered except on the conditions aforesaid and no consideration whatever being received for the same. Therefore he prays judgment against the plaintiff.

Robinson & Woodburn  
Attorneys for Defendant.

The State of Ohio  
Union County ss

A. M. Robinson, defendant being duly sworn deposes and says he believes the allegations of the foregoing answer are true.

A. M. Robinson.

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

J. H. Kirkade  
Notary Public.

Reply  
to  
Amended  
Answer

Afterward on the 8<sup>th</sup> day of November, 1890 a Reply was filed with the Clerk of Court to wit:

Thomas H. Fuller  
Or  
A. M. Robinson  
Court of Common Pleas  
Union County Ohio.

5862

The plaintiff replies to the Amended Answer of defendant and denies that said Insurance Company is a stock company, and denies that said Cranston represented to defendant that said Company was, or was not a Stock Company; and denies that he represented to defendant "that if he would take a \$5000. policy and pay the premium notes in 20 yearly installments at the end of 20 years he would

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"have a paid up policy, which at the rates of profits of the past made by said Company it would be worth from \$10,000. to \$11,000. which he could keep and draw an annual premium or dividend thereon, or he could have it cashed by the Company at its said value and thereby it would be a good investment.

And plaintiff denies that he represented to defendant that if he would apply for a \$5,000. policy on his life and give said note for the first installment he would forward the application to the Company and if the Company issued the policy he (Craunston) would bring to defendant the policy himself, and that if the defendant in the mean time should ascertain that his representations of the Company were incorrect, and he became dissatisfied he (defendant) need not take the policy, and he would return the note.

And plaintiff denies that the defendant executed and delivered said note and made and signed his application for a policy that there was any agreement or proposition that said note would be returned to defendant, or that he need not accept said policy, except on the sole condition that the Society would not accept the application of defendant.

And plaintiff denies that said Craunston or plaintiff made any untruthful or false representations to defendant as to said Company, but on the contrary plaintiff avers that this Society was truthfully represented to defendant, and defendant voluntarily applied for said Insurance and agreed to accept said policy, and executed said note in full satisfaction, and payment of the cash premium due on said policy, and said note was accepted by plaintiff in good faith as cash, and reported the same as a cash payment to said Society, and paid to said Insurance Society said premium of \$170. <sup>50</sup>/<sub>100</sub> in cash and took said note himself as cash fully relying upon the payment of the note by defendant.

That plaintiff duly tendered said policy to defendant in compliance with his contract of insurance, and now brings said policy into Court subject to its acceptance by defendant, and said Insurance Society is bound by said policy, and to pay the same to defendant or to his representative after his death according to its terms and the terms of his contract with the said Insurance Society the same being in full force against said

Society and in favor of the defendant.

Plaintiff therefore asks judgment as he already has in his petition.

Porter vs Porter

Attorneys for Plaintiff.

John B. Porter makes oath that he is one of the attorneys for the plaintiff in this action, that the plaintiff is a non-resident of said County of Union. Said affiant believes the facts stated in the foregoing pleading to be true.

John B. Porter.

Sworn to by John B. Porter before me and signed by him in my presence this 18<sup>th</sup> day of November, 1890.

Seal R. M. Leroy, Clerk,

By W. M. Wright, Deputy.

Motion

Afterward, on the 27<sup>th</sup> day of November, 1890, a motion was filed with the clerk of Court, to wit:

5802 Thomas D. Fuller

vs

A. M. Robinson

Court of Common Pleas

Union County, Ohio.

The defendant moves the Court for a new trial for the following causes:

- 1<sup>st</sup>. The Court erred in excluding testimony of witnesses offered by defendant to which defendant at the time objected.
- 2<sup>nd</sup>. The Court erred in the charge of the law to the jury to which defendant objected at the time.
- 3<sup>rd</sup>. The Court erred in ruling that the Company mentioned in the answer was a Mutual Company and not a Stock Company.
- 4<sup>th</sup>. The Verdict is against the evidence of the case.

Robinson vs Woodburn

Attorneys for Defendant.

Entry

Afterward, on the 27<sup>th</sup> day of November, 1890, an entry was made on the Journal by the Clerk, to wit:

5802 Thomas D. Fuller

vs

A. M. Robinson

Journal 15, Page 429

Court of Common Pleas

This day this cause came on for trial upon the issues joined between the parties and thereupon came a jury, to wit:

- |                                |                               |                                 |
|--------------------------------|-------------------------------|---------------------------------|
| 1 <sup>st</sup> Robert Maskel  | 5 <sup>th</sup> H. Farman     | 9 <sup>th</sup> Charles Jacob   |
| 2 <sup>nd</sup> Jerome Albough | 6 <sup>th</sup> D. C. Davis   | 10 <sup>th</sup> Arthur Chisher |
| 3 <sup>rd</sup> J. B. W. Lane  | 7 <sup>th</sup> Joseph Powell | 11 <sup>th</sup> Ruben Poling   |
| 4 <sup>th</sup> B. F. Norris   | 8 <sup>th</sup> Oscar Murphy  | 12 <sup>th</sup> David Skidmore |

who being duly impaneled and sworn according to law, and after hearing the evidence argument and charge of the Court retired to their room for deliberation.

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Petition

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and now comes the jury into open Court with their verdict in writing signed by their foreman and say

"We, the jury find on the issues joined for the plaintiff and we assess and find the amount due to the plaintiff from the defendant to be one hundred and eighty six <sup>70</sup>/<sub>100</sub> dollars (\$86.<sup>70</sup>/<sub>100</sub>).

And thereupon the defendant moved the Court to set aside said verdict and grant to defendant a new trial for reasons set forth in defendant's motion on file, and which motion was argued by counsel, and the Court being advised in the premises overrule said motion, to which ruling and decision of the Court the defendant then and there accepted.

And thereupon it is considered and adjudged by the Court that the said Thomas W. Fuller recover of said A. M. Robinson said sum of one hundred and eighty six <sup>70</sup>/<sub>100</sub> dollars (\$86.<sup>70</sup>/<sub>100</sub>) the amount so assessed by said jury to draw interest at 5% from the commencement of this term of Court and the costs therein expended taxed at 5. To which judgment the defendant excepted.

Attest  
R. M. Crony 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 State of Ohio, before the Court of Common Pleas of the State of Ohio, before the Honorable John S. Peice, 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 <sup>90</sup>/<sub>100</sub> ninety.

Be it remembered, that heretofore, on the 7<sup>th</sup> day of May, 1889, Susan Meddles filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Milo S. Meddles et al.

Petitioner

vs

Milo S. Meddles <sup>70</sup>/<sub>100</sub>

Court of Common Pleas  
Union County, Ohio.

5801

Al Stults

Plaintiff says that at the October Term of the Court of Common Pleas of said County she was decreed and had set off to her in fee simple

as follows the following described real estate to wit:  
 Situate in the State of Ohio, County of Union  
 and Township of York and part of Virginia Military  
 Survey N<sup>o</sup> 3408 <sup>2</sup>/<sub>5</sub> W<sup>o</sup> 11346. Beginning at a bur oak  
 in the South line of said survey N<sup>o</sup> 11346 and South  
 east corner to a tract of land conveyed by Allen  
 Catham to Wiley & Middles October 4, 1852: thence  
 with the East line of said land N. 9° 2' E. 154 <sup>4</sup>/<sub>100</sub> poles  
 to a stone white oak and elm North east corner  
 to said land: thence with the North line of the  
 same N. 78° W. 97 <sup>8</sup>/<sub>100</sub> poles to a stone, three elms from  
 one root bears N. 68 <sup>1</sup>/<sub>2</sub> E. 12 feet: thence S 9° W. 60 poles to  
 a stone: thence S. 78° E. 50 poles to a stone: thence S 9°  
 W. 132 <sup>2</sup>/<sub>5</sub> poles to a stone in the South line of a  
 tract of land conveyed by Johnson <sup>2</sup>/<sub>5</sub> Switt to Wiley  
 & Middles November 31<sup>st</sup>, 1852: thence with said line  
 S. 80° E. 79 <sup>3</sup>/<sub>100</sub> poles to a stone, maple and bur oak  
 South east corner to said line: thence with the East  
 line of the same N. 11° 30' E. 34 <sup>7</sup>/<sub>100</sub> poles to a stone by  
 hickory and boulder in the South line of said Survey  
 N<sup>o</sup> 11346: thence with said line N. 78° W. 32 poles to  
 the beginning containing 82 <sup>8</sup>/<sub>100</sub> acres.

She further says that on or about the 18<sup>th</sup> day  
 of January A. D. 1889 said real estate was set off and  
 assigned to her by the Commissioners persons appointed  
 by the Court for said purpose and the line thereof  
 was then and there established by said Commissioners.

Plaintiff further says that said defendants  
 Wiley & Middles and R. Stults well knowing the  
 fact that said lands were said plaintiff's did on  
 or about the 25<sup>th</sup> day of January, 1889 and at various  
 times thereafter unlawfully and without any  
 license from the plaintiff enter in and upon the  
 premises of the plaintiff and cut and caused to  
 cut down and hauled away a large amount of  
 timber for hickory and elm butts ash timber for  
 lumber hickory and oak timber for lumber and  
 firewood and various other large amounts of  
 timber for firewood and various purposes and by  
 virtue of said trespass and cutting said timber to  
 the damage of the plaintiff in the sum of three  
 hundred dollars.

Plaintiff therefore prays Judgment against  
 said Wiley & Middles and R. Stults for said sum  
 of Three hundred dollars her damage herein  
 sustained and for all proper relief in the premises.

J. M. Kennedy,

Attorney for Plaintiff.

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State of Ohio  
Union County ss

Susan Meddles being duly sworn says the facts and allegations of the foregoing Petition are as she believes true.

Susan Meddles

Sworn to and subscribed by the said Susan Meddles before me this 7<sup>th</sup> day of May, A.D. 1889.

Seal

John Van Darse

Notary Public

To the Clerk:

Issue Summons directed to Sheriff of Union County Ohio for Wiley G Meddles and Al Stults, indorsed damage for trespass on real estate: amount claimed \$300<sup>00</sup>.

C. M. Kennedy, Atty.

Summons

Afterward on the 7<sup>th</sup> day of May, 1889, a Summons was issued by the Clerk of Court, indorsed, to wit:

5801

State of Ohio  
Union County ss

You are hereby commanded to notify Wiley G Meddles and Al Stults that they have been sued by Susan Meddles in the Court of Common Pleas of Union County, and must answer by the 8<sup>th</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 20<sup>th</sup> day of May A.D. 1889.

Witness my hand and the seal of said Court, this 7<sup>th</sup> day of May, A.D. 1889.

Seal

R. W. Croy, Clerk

In action for Trespass & Damages on Real Estate. Amount claimed \$300<sup>00</sup>.

Sheriff's Return

And on the 15<sup>th</sup> day of May, 1889, the Sheriff of said County returned said Writ to the Clerk's Office in said County, which return is as follows:

5801

Ser <sup>y</sup> Return	\$ 45
Mileage	2 40
Copy	40
Total	\$ 3 25

The State of Ohio

Union County ss

Sheriff's Return.

Received this Writ May 7<sup>th</sup> A.D. 1889, at 10 o'clock A.M. served same by delivering a certified copy thereof with the indorsements thereon to each of the within named defendants on the 14<sup>th</sup> day of May, 1889.

Thomas Martin, Sheriff.

Answer Afterward, on the 8<sup>th</sup> day of June, 1889, an Answer was filed with the Clerk of Court, to wit:

5801 Susan Muddles

Or  
Miley & Muddles  
Pl. Stulls

Court of Common Pleas  
Union County Ohio

The defendants say: That in answer to the petition of plaintiff, they deny each and every allegation therein contained.

Porter & Porter

Attorney for Defendants.

Pl. Stulls, one of the defendants, being sworn makes oath, that the facts stated in the foregoing answer are true as he believes.

Pl. Stulls.

Sworn to by Pl. Stulls before me, and signed by him in my presence this 8<sup>th</sup> day of June, A.D. 1889.  
Seal } R. W. Brody, Clerk.

Entry Afterward, on the 17<sup>th</sup> day of March, 1890 an Entry was made on the Journal by the Clerk, to wit:

5801 Susan Muddles

Or  
Miley & Muddles

Journal 15, Page 271.

That this day this cause came on to be heard upon the motion and showing of the plaintiff for a continuance; and the Court being fully advised do grant said continuance at cost of plaintiff. And plaintiff on motion was granted leave to amend his petition within 20 days from this date. It is therefore ordered and adjudged that the plaintiff pay the costs of the term tried at 5...

Amended Petition

Afterward, on the 15<sup>th</sup> day of April, 1890, an Amended Petition was filed with the Clerk, to wit:

5801 Susan Muddles

Or  
Milo & Muddles  
Pl. Stulls

Court of Common Pleas  
Union County Ohio.

The plaintiff says: That prior to the month of January, 1880, she was the wife of the defendant Milo & Muddles, and that said plaintiff and said Milo & Muddles had accumulated about 230 acres of land in York Township in said County of Union. That on the 8<sup>th</sup> day of January, 1889, this Court by its decree made, and entered on Journal N<sup>o</sup>. 15, Page 11 of the records of this Court granted to this plaintiff a divorce and also made the following decree in favor of the plaintiff in regard

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to alimony in said land tract: "It is ordered and decreed by the Court that the said plaintiff (meaning this plaintiff) have as her reasonable alimony one full equal third part in value of said premises in fee simple, wholly discharged from any right or claim of dower or courtesy, inchoate, contingent or otherwise, on the part of the said Milo G. Meddles and that the remaining two-thirds in value of said premises shall be and the same is wholly discharged from any right or claim of dower, contingent inchoate, or otherwise on the part of said Susan Meddles. That for the purpose of assigning the alimony herein decreed to the said plaintiff, it is ordered that the Sheriff by the calls of A. S. Mowry James B. Whelpley and C. Kroustou proceed forthwith to assign and set off to said plaintiff the full and equal third part in value of said premises by metes and bounds, and said Sheriff is ordered to make return thereof to the next term of this Court.

The plaintiff says: That the Clerk of this Court did on the 18<sup>th</sup> day of January 1889, issue an order to the said Sheriff and Commissioners to make division of said lands in compliance with said decree. That said Sheriff and Commissioners did on or about the 22<sup>nd</sup> day of January, 1889, view said lands pursuant to said order, and substantially agreed upon a line of division and directed the said A. S. Mowry who was a Surveyor to make survey according to said division and to establish the lines and monuments thereof which was by said Surveyor done, and afterwards the said Sheriff and said Commissioners made report to this Court of their proceedings, which report is dated March 8<sup>th</sup>, 1889, but the plaintiff and said defendants knew of said division at the time it was made, on the 22<sup>nd</sup> day of January, 1889, and each party then knew where the line would be. Said report was on the 30<sup>th</sup> day of March, 1889, confirmed by this Court.

The plaintiff says that from the date of said decree on the 8<sup>th</sup> day of January, 1889, she became invested with an estate in fee simple in the undivided one-third in value of said lands, and that until the severance thereof by the proceedings of said Sheriff and Commissioners she continued to be a tenant in common with said Milo G. Meddles in the whole of said 230 acres of land.

And the plaintiff has been ever since the said

decree entitled to the possession of the equal one-third in value of said lands. That immediately subsequent to the said decree, the said defendants unlawfully, began committing waste and trespass all over the timbered portion of said 230 acres of land by cutting down, cutting up and hauling away large quantities of valuable timber, and after said division line was made and established by said Commissioners said defendants unlawfully and wilfully crossed said line and entered upon the lands set off to the plaintiff by said Commissioners and cut down, cut up, destroyed and hauled away a large quantity of valuable timber, and committed waste and trespass on said lands divided to the plaintiff; that they have continued said waste and trespass, from time to time, and greatly damaged the plaintiff thereby to the damage of the plaintiff three hundred dollars.

Wherefore the plaintiff asks judgment against the said defendants for said sum of three hundred dollars her damage so as aforesaid sustained, and for all proper relief.

J. K. Cameron

J. M. Kennedy, Atty. for Plff.

State of Ohio,  
Union County ss.

Susan Meddles being sworn says: the facts stated in her foregoing petition are true as she believes.  
Susan Meddles.

Sworn to before me and signed in my presence, this 10<sup>th</sup> day of April, 1890.

Thomas Dennison,

Seal

Notary Public, U. C. Ohio.

Afterward, on the 17<sup>th</sup> day of June, 1890, entry was made on the Journal by the Clerk of Court.

Susan Meddles

Journal 15, Page 334.

5801

Milo G. Meddles et al

On motion to the Court by the plaintiff and upon her showing this cause is continued at the costs of plaintiff.

It is therefore considered that the plaintiff pay the costs of this term taxed at -- \$. And defendants have leave to file answer instanter to plaintiffs petition.

Answer

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Answer

Afterward, on the 17<sup>th</sup> day of June, 1890, an Answer was filed with the Clerk of Court, to wit:

5801

Susan Meddles

vs

Answer to Amended Petition.

Milo G. Meddles et al

The defendants for answer to the amended petition of plaintiff filed April 5<sup>th</sup>, 1890, admit that plaintiff was the wife of the said Milo G. Meddles, and admit that there was a decree for divorce and alimony between plaintiff and said Milo as alleged, and that an order issued to the Sheriff to assign and set off to the plaintiff one third of the land in value as alimony to her as alleged, which order was executed by the Sheriff and said Commissioners about March 18<sup>th</sup>, 1889, and was reported and returned to the Court on said 18<sup>th</sup> day of March '89 and which report and assignment of alimony was accepted by the plaintiff and confirmed by the Court on her motion on the 30<sup>th</sup> day of March '89. But defendants deny that the divorce line was agreed upon, and that assignment made about the 22<sup>nd</sup> day of January, 1889.

And defendants deny each and every allegation of said petition not herein specially admitted and ask to be dismissed with their costs.

Porter <sup>2/4</sup> Porter

Attorneys for Defendants.

Al Stults one of the defendants being sworn makes oath that the facts stated in the foregoing answer are true as he believes.

Al Stults.

Sworn to by Al Stults before me and signed by him in my presence this 16<sup>th</sup> day of June, 1890.  
Seal } R. M. Crox, Clerk

Entry

Afterward, on the 4<sup>th</sup> day of December, 1890, an Entry was made on the Journal by the Clerk, to wit:

5801

Susan Meddles

vs

Journal 15; Page 446.

Milo G. Meddles et al

This day this cause was submitted to the Court (a Jury being waived by agreement of both parties) upon the issues joined between the parties and the evidence and was argued by counsel.

And the Court being fully advised on the premises do find for the defendants.

Motion for new trial made by plaintiff and overruled by the Court, to all of which rulings judgment and decisions the plaintiff then and there accepted.

It is therefore considered that the defendants' expense

without day and recover of plaintiff these costs herein  
 taxed at 5-

Attest  
 R. M. Ervey clerk

Plas continued and held at the Court  
 House in Mansville within said for the County of  
 Union, in the Sixth Judicial District of the Court  
 of Common Pleas of the State of Ohio before the Honorable  
 the John S. Price, Judge of said Court at 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  
 and ninety

Be it remembered that, heretofore to wit, on  
 the 1<sup>st</sup> day of July, 1889, Mary Parr filed in the  
 Clerk's Office of the said Court of Common Pleas  
 the following Petition against W<sup>m</sup> Parr, to wit:

Petition Mary E. Parr

vs

Court of Common Pleas  
 Union County Ohio.

6016

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

On or about the 15<sup>th</sup> day of October, A.D. 1889, she  
 was married to the defendant. The defendant  
 has ever since said marriage failed and wilfully  
 neglected to provide plaintiff with the common  
 necessaries of life, so that plaintiff has been com-  
 pelled to live by her own exertions and on the product  
 of her own labor. They lived together from their  
 marriage till in January, 1890, she furnishing  
 most of their subsistence by husking corn and  
 such labor, he working scarcely any at all.

And in January aforesaid he abandoned  
 the plaintiff leaving her entirely without subsistence  
 or supplies of any kind. Defendant then

remained away about two weeks in January  
 aforesaid when plaintiff induced him to return.

He then remained with her but contributing  
 little or nothing to her support until in February  
 or March A.D. 1890 he again left and abandoned  
 her without any means or subsistence and sick  
 and declared he would never return and has  
 never returned nor contributed to her support in  
 any way.

Defendant was at different times  
 almost every day during the time they lived together  
 as aforesaid, guilty of extreme cruelty towards the

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plaintiff in this, that he would curse her and abuse her with profanity and obscene language and threaten to knock her down, thus causing her great fear and mental distress, and in abandoning her in her sick and feeble condition without means or supplies as aforesaid.

The said defendant was at the time hereinbefore stated in good health and able to work and earn a living for himself and family but wilfully remained idle and wholly refused to work or provide for himself or them but depended on plaintiff's labor while they lived together.

Wherefore plaintiff prays that she may be divorced from the defendant and may be restored to her former name of Mary C. Slater under which she was married to defendant and for all proper relief.

Mary C. Parr by  
To the Clerk: P. B. Cole & Son, Attys.

Issue Summons & copy of Petition in the above case to Sheriff of Marion County Ohio July 1<sup>st</sup> 1890.  
P. B. Cole & Son, Attys.

Summons

6016

Afterward, on the 1<sup>st</sup> day of July, 1890 a Summons was issued by the Clerk of Court, to wit:

The State of Ohio  
Union County ss To Sheriff of Marion County:  
You are commanded to notify William Parr that Mary C. Parr has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with neglect &c. and asking that she be divorced from him and that and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this Summons on the 14<sup>th</sup> day of July, A. D. 1890.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville, this 1<sup>st</sup> day of July, A. D. 1890.  
R. M. Crosby, Clerk

Seal } And on the 14<sup>th</sup> day of July, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:  
Received 9 o'clock A. M. on the 2<sup>nd</sup> day of July, A. D. 1890. The within named seal found in my

Bailiwick. P. Kelly, Sheriff.  
S. B. Rice, Deputy

Sheriff's Fees --- 52.50

Affidavit  
for  
Publication

Viewed on the 2<sup>d</sup> day of July 1890 an Affidavit  
was filed with the Clerk of Court Court:

Mary O Parr

vs

Court of Common Pleas.

6016

William Parr

Union County Ohio.

Personally appeared the plaintiff Mary  
O Parr in above cause and being duly sworn says  
that at the time of commencing this suit she  
was and she still is ignorant of the place of  
residence and post office address of defendant.

That she has made diligent inquiry to  
find out the same from that time to this, inquire  
ing of many acquaintances in different parts of  
this County who would be most likely to know  
of his whereabouts and address. But all of  
her said inquiring have been of no avail, and  
she says she does not know and cannot by  
reasonable diligence ascertain his residence or  
post office address.

Mary O<sup>her</sup> Parr

Sworn to and subscribed before me this 24<sup>th</sup>  
day of July, 1890.

W. C. Malin, J. P.

Proof of  
Publication

Legal Notice

6016

William Parr whose place of residence is unknown  
will take notice that on the 1<sup>st</sup> day of July, A. D. 1890, plain-  
tiff filed her petition in the Court of Common Pleas,  
Union County, Ohio, being cause N<sup>o</sup> 6016 praying for a  
divorce from said William Parr on the grounds of gross  
neglect of duty abandonment and extreme cruelty, and  
that said cause will be for hearing on and after  
September 3<sup>d</sup>, 1890.

P. B. Cole & Son, Attorneys.

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 31<sup>st</sup>  
1890.

A. J. Hare.

Sworn to and subscribed before me this 14<sup>th</sup> day  
of November, 1890.

Seal

J. M. Kennedy, Notary Public.

Entry

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Entry Afterward, on the 3<sup>rd</sup> day of December, 1890, an  
Entry was made on the Journal by the Clerk, to wit:

6016 Mary C. Parr

vs

Journal 15. Page 443

William Parr

Now comes the plaintiff herein, and the defendant being in default for answer and demurrer the Court finds that the plaintiff at the time of the filing of her 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 finds that the defendant has been guilty of gross and willful neglect of duty in wilfully failing to provide plaintiff with the common necessaries of life and in abandoning her when sick and without means, and has been guilty of extreme cruelty as stated in the petition by cursing and abusing and threatening her with violence and abandoning her when sick, that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mary Parr and William Parr be and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered by the Court that the plaintiff be and she hereby is restored to her former name of Mary C. Slater under which she was married to said William Parr.

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

Attest  
R. W. 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 State of Ohio, before 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

Court, on the 3<sup>d</sup> day of December, 1890 Cognovit was filed with the Clerk of Court, to wit:

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

O. M. Scott  
vs  
Matilda Warner  
Margaret M. Selvey

Petition.  
Civil Action for Money Only.

O. M. Scott the above named plaintiff says that there is due to him from Matilda Warner and Margaret M. Selvey defendants, on a promissory note made by the defendants together with one John M. Selvey who is deceased dated the 25<sup>th</sup> day of August, A. D. 1888, and which note with the warrant of Attorney thereto annexed is hereto attached, the sum of One hundred and ten dollars with interest thereon at eight per cent. from the 25<sup>th</sup> day of August, A. D. 1888. The plaintiff says he is legal owner and holder of said note, that the same is due and unpaid, and the amount due to him from said defendants is now (December 3<sup>d</sup> 1890) on said note One hundred and twenty nine and 7/8 dollars. Whereupon the plaintiff asks judgment against said Defendant for the sum of One hundred and twenty nine dollars and ninety eight cents, with interest at eight per cent. from the 3<sup>d</sup> day of December, A. D. 1890.

Porter & Porter  
Attorneys for Plaintiff.

The State of Ohio  
Union County ss.

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

John B. Porter.

Subscribed by John B. Porter in my presence and sworn to by him before me this 3<sup>d</sup> day of December, 1890.

H. M. Leroy, Clerk  
By W. M. Winget, Deputy.

Copy of Note.

\$110<sup>00</sup>. Marysville, Ohio, August 25, 1888.  
Two years after date, for value received, we or either of us, promise O. M. Scott, or order, one hundred and ten dollars at Marysville, Ohio, with eight per cent.

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John M. Kelvey  
Matilda Warner  
Margaret M. Kelvey  
P.O. New Dover

\$110.<sup>00</sup>

after date and 8 per cent. after due.

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

John J. M<sup>r</sup> Kelvey  
Matilda Warner  
Margaret M<sup>r</sup> Kelvey

P.O. New Dover

Or  
C. M. Scott

Answer

Matilda Warner  
Margaret M<sup>r</sup> Kelvey

In Court of Common Pleas  
Defendants Answer

6/14

And now come Matilda Warner and Margaret M<sup>r</sup> Kelvey the above named defendants by the undersigned Burkham C. Bales Attorney, and waive the issuing and service of process in this case and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition and against the above named defendant, for the sum of One hundred and twenty nine dollars and ninety eight cents the amount appearing due for principal and interest on said note and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

Dec. 3<sup>d</sup>. A. D. 1890.

Burkham C. Bales  
Attorney for Defendants

Entry Or  
C. M. Scott

Journal 15. Page 473.

6/14 Matilda Warner  
et al

This day came the plaintiff by Porter  
Porter his attorneys and thereupon came Burkham  
C. Bales 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

waved the issuing and service of process, and entered appearance of said defendants herein and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition the sum of \$129.98. It is therefore considered that said plaintiff do recover of said defendant the said sum of \$129.98 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 from December 3<sup>d</sup>. 1890. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest  
 R. M. Brown Clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the State of Common Pleas of the State of Ohio, before the Honorable John H. 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 and ninety.

It is remembered that, heretofore, to-wit, on the 1<sup>st</sup> day of August, 1890, Brigail Thompson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against the Unknown Heirs of Wray Thomas, to-wit:

Petition Brigail Thompson  
 vs  
 6040 Unknown Heirs of  
 Wray Thomas  
 L. A. Barancou

Court of Common Pleas,  
 Union County Ohio.

For a cause of action against the said defendants the plaintiff says that she is seized in fee-simple and is in the actual possession of the following described real estate in which the said defendants claim an estate and interest adverse to the plaintiff, to-wit:

Situate in Washington Township, Union County Ohio and part of Virginia Military Survey N<sup>o</sup> 9918. Beginning at a stone in the West line of Survey N<sup>o</sup> 9918 and North-west corner to a lot of land containing 9/2 acres conveyed by R. C. Davis to

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" Basah Chapman thence with said line N 9 1/4 W 10 2/10 poles to a stone: thence N 79 2 E 75 7/10 poles to a stone in the West line of lot N 2 of Sub-division of said Survey N 9918. Thence with said line S 10 2 E 104 3/10 poles to a stone N. E. corner to the 7 1/2 acres mentioned: thence with the North line of said lot S 7 2 W 75 poles to the place of beginning containing fifty acres of land more or less. Being part of lot N 2 (1) of the sub-division of Survey N 9918.

Plaintiff says that said Survey N 9918 was granted and conveyed by patent by the United States on the 5<sup>th</sup> of April 1842 to Dyer Starling and Octavia Woodruff, the interest so patented to said Dyer Starling being the undivided six-sevenths (6/7) of said Survey and to said Octavia Woodruff the undivided one seventh (1/7) thereof: that said patent was never recorded in Union County Ohio, but an exemplification of the record thereof in the general Land Office at Washington D. C. was filed for record in the Records Office of said County April 8<sup>th</sup> 1879 and recorded in Volume 47, Page 65 of Deed Records.

On the 5<sup>th</sup> of October, 1840 the said Starling sold and agreed in writing to convey by deed of general warranty the land hereinbefore described to one Ebenezer Davis and the said Davis entered into possession of the same and on the 2<sup>nd</sup> day of November, 1850, the said Starling having died, the executor of his last Will & Testament in accordance with the directions thereof conveyed said land in fee simple by deed of general warranty to said Ebenezer Davis in pursuance of said agreement and the said Ebenezer Davis and those holding under him including this plaintiff have been in open notorious exclusive, continuous and adverse and unconditional possession of said land for forty years and have occupied the same for that time and paid all taxes and assessments levied thereon.

Said deed to said Davis was filed for record in Union County Ohio, November 25<sup>th</sup> 1850 and was duly recorded in Volume 13 Page 603 of Deed Records.

But plaintiff says that on the 23<sup>rd</sup> of December 1852 the said Octavia Woodruff then married to said B. R. Basancon, and her said husband, executed a power of attorney to sell and convey her interest in said Survey 9918 to one C. F. Parton recorded in Volume 16, Page 517 Union County Deed Records.

And on the 18<sup>th</sup> of July, 1853 said Parton as such attorney and in his own right conveyed her said interest in said Survey to the said Wray Thomas

deceased by deed of general warranty filed for record in Union County, September 27<sup>th</sup>, 1853 and recorded in Volume 16 Page 514 Deed Records.

The name of said Basancon appears not to have been signed to said deed by the Recorder through mistake. Plaintiff says that if said Wray Thomas ever executed a deed for said fifty acres it was not recorded, that he never had any possession of said land and that he died about the year 1853 in the City of Richmond Virginia as plaintiff is informed and believes and therefore avers and that his heirs are to her unknown.

She says that she holds said 50 acres of land under said Dyer Starling and Ebenezer Davis and that she and those under whom she holds have had undisturbed and adverse possession of the same for more than twenty one years but the fact that no deed is of record from said Wray Thomas for the undivided one-seventh interest thereof conveyed to him as aforesaid is a cloud upon her title.

Therefore the plaintiff asks that said defendants may be compelled to answer and show their said interest; that she may be adjudged the owner in fee simple of said premises freed from all claims of an estate or interest therein of the said defendants by reason of the premises; that her title may be quieted, for costs and for all relief to which upon the facts of case she may be entitled in law or equity.

Cole<sup>3/4</sup> Bales

Attys for Plffs.

State of Ohio,  
Union County, ss.

Bigail Thompson being first duly sworn according to law says she is the plaintiff herein and that the facts stated and allegations contained in the foregoing petition are true.

Bigail Thompson  
Sworn to and subscribed before me this 31<sup>st</sup> day of July, 1890.

Seal } D. W. Sanders,  
Notary Public.

Affidavit  
6040 Afterward, on the 1<sup>st</sup> day of August, 1890, an Affidavit was filed with the Clerk of Court, to wit:

6040 Bigail Thompson  
vs  
Unknown Heirs of  
Wray Thomas et al

Court of Common Pleas  
Union County Ohio.

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State of Ohio.  
Union County, ss.

Beigail Thompson, plaintiff, being first duly sworn says that the heirs of one Wray Thomas are necessary parties to this cause and that the names and residence of each and all of them is unknown to plaintiff and cannot be ascertained and that the residence of said D. B. Basancon who is a necessary party to this case is unknown to plaintiff and cannot with reasonable diligence be ascertained and that service of summons could not be made on said defendants in this State and that this case is one of those mentioned in Section 5048 of the Revised Statutes of Ohio, the object thereof being to exclude the defendants from any interest in the land described in the petition in which said defendants have no claim or interest.

Beigail Thompson.

Sworn to and subscribed before me this 31<sup>st</sup> day of July, 1890.

W. W. Dander

Notary Public.

Entry  
6040  
Beigail Thompson  
or  
Unknown Heirs of  
Wray Thomas et al

Afterward, on the 7<sup>th</sup> day of August, 1890 an Entry was made on the Journal by the Clerk of Court, to wit: Journal 15 Page 377.

It being made to appear to the Court that the names and residence of the heirs of Wray Thomas, deceased, are unknown to the plaintiff she ordered that notice of the pendency and prayer of this cause be made on them by publication in the same manner and for the same time as in case of other non resident defendants.

Proof of Publication

Legal Notice

6040 The Unknown heirs of Wray Thomas, deceased and D. B. Basancon, whose residence is unknown, will take notice that on the 1<sup>st</sup> day of August, 1890, Beigail Thompson filed her petition in the Common Pleas Court of Union County, Ohio, in Case N<sup>o</sup> 6040 against the above named parties asking that she be adjudged the owner of, freed from all claim of an interest or estate of the said defendants in the following described real estate in Washington Township, Union County, Ohio, to wit:

Part of Virginia Military Survey N<sup>o</sup> 9978 beginning at a stone in the West line of Survey N<sup>o</sup> 9978

and north-west corner to a lot of land containing 9 1/2 acres conveyed by C. R. Davis to Sarah Chapman. thence with said line North 9° W. 104 7/8 poles to a stone thence North 79 1/2° E. 75 7/8 poles to a stone in the West line of lot N° 2 of subdivision of said survey 99 18. thence with said line South 10° E. 104 7/8 poles to a stone North-east corner to the 9 1/2 acres mentioned. thence with the North line of said lot South 79 1/2° North 78 poles to the place of beginning containing 50 acres of land more or less, being part of lot N° One (1) of the subdivision of survey 99 18 and to quiet plaintiffs title therein against any claim of an interest or estate therein by said defendants by virtue of a deed from one M. Octavia Basancon to said Wray Thomas, deceased, dated July 18, 1853 conveying the undivided one seventh of said land to him. Said parties are required to answer on or before the 8th day of November, 1890, or judgment may be taken against them.

Butlers Sec- 816. 73.  
The State of Ohio,  
Union County, ss

Abigail Thompson

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with September 3rd, 1890.

W. C. Shearer.

Sworn to and subscribed before me this 14th day of November, 1890.

Seal } R. W. Croy, Clerk.  
By W. M. Winget, Deputy.

Entry

6040

Afterward on the 2nd day of December, 1890, an entry was made on the Journal by the Clerk of Courts Abigail Thompson

or  
Unknown Heirs of Wray Thomas et al | Journal 15, Page 437

Now comes the plaintiff by her attorney and offer proof of publication of the pendency and prayer of the petition herein: and the Court finding said publication and proof in all respects regular and according to law and the former order of the Court do hereby approve the same.

Entry  
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Entry

Afterward on the 2<sup>d</sup> day of December, 1894 an entry was made on the Journal by the Clerk of Courts, to wit:

6040

Abigail Thompson

Or

Journal 15 Page 438.

Unknown Heirs of Wray Thomas et al

Now comes the plaintiff by her attorney and the defendants being in default for answer and answer the Court find that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition and that she had the legal estate in and was entitled to the possession of the same; and that she and those under whom she holds have held the adverse and undisturbed possession of said land for more than 21 years prior to the commencement of this suit: that neither of the 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 her title and possession quieted as against each and every one of said defendants as prayed for in her petition.

It is therefore ordered adjudged and decreed that the title and possession of the said Abigail Thompson to all and singular the premises in the petition described, to wit: Situate in Washington Township, Union County, Ohio, and part of Survey N<sup>o</sup> 9918. Beginning at a stone in the West line of Survey 9918 and North-west corner to a lot of land containing 9 1/2 acres conveyed by A. C. Davis to Sarah Chapman: thence with said line N. 7<sup>o</sup> 4' W. 104 3/4 poles to a stone; thence N. 7<sup>o</sup> 2' E. 78 poles to a stone in the West line of lot N<sup>o</sup> 2 of sub-division of said Survey N<sup>o</sup> 9918; thence with said line S. 5 1/2' E. 104 3/4 poles to a stone N. E. corner to the 9 1/2 acres mentioned; thence with the North line of said lot S. 7<sup>o</sup> 2' W. 78 poles to the place of beginning, containing fifty acres of land more or less, being part of lot N<sup>o</sup> 1 of the subdivision of Survey 9918 and the same hereby are quieted as against the defendants, the unknown heirs of Wray Thomas deceased, and L. A. Basancon, and each and every one of them, and all persons claiming under them, or any of them; and they are here forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of said Abigail Thompson her heirs or assigns thereto.

It is further ordered and adjudged that the

said Abigail Thompson pay the cost of this proceeding

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 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 1<sup>st</sup> day of December, 1890, Boguovit was filed with the Clerk of Courts, to-wit:

Petition  
6112

The State of Ohio  
Union County ss | Court of Common Pleas  
Richwood Deposit Bank  
vs  
George Biddle  
William Livingston

The defendants, on the 3<sup>rd</sup> day of August, A.D. 1889, executed and delivered to Richwood Deposit Bank (the plaintiff) their promissory note of that date, with the warrant of attorney annexed, the 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 and fifty dollars and eighty-three cents, with interest at the rate of eight per cent. per annum from the 8<sup>th</sup> day of October, A.D. 1890.

Wherefore plaintiffs pray judgment against said defendant for the sum of three hundred and fifty dollars and eighty-three cents, with interest thereon from the 8<sup>th</sup> day of October, A.D. 1890, at the rate of 8 per cent. per annum till paid, and for costs of suit.  
S. S. Gardiner.

Attorney for Plaintiff.

State of Ohio  
Union County, ss

S. S. Gardiner, 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 instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing

Exhibit

"A"

Demanded & Notice waived  
Payment Guaranteed  
W. W. Hill.

Plas. Oct. 7, 1890  
Plas. Oct. 2, 1890

Answer

6112

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petition are true in substance and in fact.

S. S. Gardner.

Sworn to by said S. S. Gardner, before me, and by him signed in my presence this 3<sup>rd</sup> day of December, 1890.  
Seal

R. M. Leary, Clerk.

By W. W. Waight, Deputy.

Exhibit

"A"

Warrant & Notice. Warranted  
Paysment Guaranteed  
W. W. Waight.

8350.83. February 1<sup>st</sup>, 1890, after date, for value received we jointly and severally promise to pay the Richmond Deposit Bank at their office, three hundred and fifty <sup>53</sup>/<sub>100</sub> dollars, interest at 8 per cent. per annum on all unpaid principal and interest after due until paid; interest 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 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 3<sup>rd</sup> day of August

1890.

George Biddle Seal  
Wm Livingstone Seal

Answer

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

6112

Richwood Deposit Bank  
Or  
George Biddle and  
William Livingstone

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, George Biddle, 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 fifty-four dollars and eighty three cents, being the amount appearing due for principal and interest on said note.

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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. B. Cameron

Attorney for Defendants

Entry Richmond Deposit Bank

George Biddle  
William Livingston

Judgment Entry  
\$354.83

This day came the plaintiffs by their attorney; also appeared in open Court for and on behalf of said defendant George Biddle, J. B. 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 George Biddle intend the appearance of said defendant George Biddle, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant George Biddle and in favor of said plaintiff for three hundred and fifty four dollars and eighty three 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 George Biddle the sum of \$354<sup>83</sup> 83 cents being the amount of said note with interest computed at 8 per cent. per annum from the 8<sup>th</sup> day of October, A. D. 1890; and also their costs herein expended, taxed at 8<sup>th</sup>.

Attest  
R. M. Levy 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 8<sup>th</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 11<sup>th</sup> day of October, 1890 Joseph Boyd filed in the Clerk's Office of the said Court of Common Pleas the following Petition

Petition Joseph

6078

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against Lenora Boyd, to wit:  
 Plaintiff Joseph Boyd

6078

Lenora Boyd

In the Court of Common Pleas  
 Union County Ohio.

The plaintiff, Joseph Boyd, says: That he is an actual resident of said Union County: and that he has been a bona fide resident of the State of Ohio continuously for one year, and longer last past:

That he and the said defendant Lenora Boyd were married to each other on the 25<sup>th</sup> day of December, A.D. 1885 at Broadway, Ohio, and that of said marriage plaintiff and defendant have issue one child to wit: Will B. Boyd, aged four years.

Plaintiff further says that said defendant has, in disregard of her marital duties, been guilty of gross neglect of duty toward plaintiff in this, to wit:

On or about the 3<sup>rd</sup> day of September, A.D. 1890, defendant without cause, and without plaintiff's consent willfully deserted and abandoned plaintiff and his home, and ever since has wholly failed and neglected to live with plaintiff and perform her household and maternal duties.

And plaintiff further alleges that defendant has, in an unnatural manner deserted their said infant child and has neglected and still neglects to bestow upon said child that maternal care and attention due his tender years, by reason whereof plaintiff, who is a mechanic and dependent upon his daily labor for the support of himself and family, has been compelled, at great inconvenience and additional cost to procure from others that nurture, attendance and care necessary to the health and comfort of said child.

Plaintiff further alleges, as a cause of complaint against the said defendant, that on the 27<sup>th</sup> day of September A.D. 1890, at the house of one Nora Adams in the town of Richmond, Union County, Ohio, the defendant committed with one Andrew Bir Burnett; and again, on the 1<sup>st</sup> day of October, A.D. 1890, said defendant committed adultery with one James Hodge, at the house of said Nora Adams, in the town, County and State aforesaid.

Wherefore, the plaintiff prays that he be adjudged and decreed a divorce from his said wife Lenora Boyd, and that the bonds of their said marriage may be absolutely dissolved: and that he be decreed the custody of their said minor child Will B. Boyd, subject to the reasonable right of said Lenora Boyd to visit said child, as may be decreed by the Court, and for all

proper relief in the premises.

Joseph Boyd  
By Jas. M. Campbell his Atty.

Pracipe To the Clerk.

Issue Summons with copy of the Petition in above entitled case, pursuant to the Statute, to the defendant Lenora Boyd, directed to the Sheriff of Union County, Ohio, and indorse Petition for Divorce & Custody of minor Child.

Jas. M. Campbell,  
Attorney for Plaintiff

Summons

Afterward, on the 11<sup>th</sup> day of October, 1890, a Summons was issued by the Clerk of Court, to wit:

6078 The State of Ohio  
Union County, ss

To the Sheriff of Union County.

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

You will make due return of this summons on the 26<sup>th</sup> day of October, A. D. 1890.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 11<sup>th</sup> day of October, A. D. 1890.

Seal }

R. W. Croy, Clerk

By W. M. Winget, Deputy

Indorsed: "Petition for Divorce & Custody of Child"

Sheriff's Return

6078

And on the 16<sup>th</sup> day of October, 1890, the Sheriff of said County returned said Writ to the Clerk's Office in said County which return is, to wit:

Service	\$	60
Copies		40
Mileage	\$	60
Total	\$	660

Received 10 o'clock A. M. on the 11<sup>th</sup> day of October, A. D. 1890, and on the 14<sup>th</sup> day of October, A. D. 1890, I served the same by delivering a true copy thereof with the indorsements thereon together with a copy of the Petition to the within named Lenora Boyd, defendant.

Thomas Martin,

Sheriff

Entry

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Entry

Afterward, on the 26<sup>th</sup> of November, 1890, an entry was made on the Journal by the Clerk of Court.

6078 Joseph Boyd

Journal 15, Page 427.

vs  
Lenora Boyd

Now came the plaintiff and the defendant Lenora Boyd, having been duly served with summons and a copy of the Petition herein, and having failed to appear, the Court finds her in default for answer and demurrer, to said petition, and finds that the allegations thereof are con- firmed by her to be true. The Court also find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio, for one year next preceding the same, and was at the time a bonafide resident of this County of Union, and that the parties hereto were married, as in said petition set forth.

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

It is, therefore, and adjudged by the Court that the marriage contract heretofore existing between the said Joseph Boyd and Lenora Boyd be, and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said child of the parties hereto be, until further order, assigned to the said Joseph Boyd exclusively.

And the said Lenora Boyd is hereby enjoined from interfering in any manner with said child. But it is hereby ordered that the defendant have the privilege of visiting said child.

And it is further considered by the Court that the plaintiff pay the costs of this proceeding.

Attest  
R M Levy Clerk



Pleas continued and held at the Court House in Mansfield, 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, court on the 5<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, Pursuant, to wit, on the 5<sup>th</sup> day of September, 1890, A. J. Richardson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against W<sup>m</sup> F. Hyde, trustee:

Petition of A. J. Richardson

v

Court of Common Pleas Union County, Ohio

6057 William F. Hyde, Admr. of Estate of John B. Hyde O. B. Davis & Susan Davis

Now comes the plaintiff, A. J. Richardson and for cause of action herein against said defendants says:

That on the 5<sup>th</sup> day of January, 1885 letters of Administration on the estate of John B. Hyde were duly issued to the defendant William F. Hyde by the Probate Court of Union County Ohio.

And the defendants, on the 18<sup>th</sup> day of February, 1885, duly executed an Administration Bond, a copy of which is hereto attached and made a part hereof, marked "Exhibit X", whereby they became bound to the State of Ohio in the sum of Six thousand (\$6000<sup>00</sup>) dollars subject to the following conditions: "That he would administer on said estate according to law all the said moneys, goods, chattels, rights and credits and disburse the same according to law and the order of the Probate Court." And thereupon the said William F. Hyde entered upon the trust of said Administration.

Plaintiff further says: That he is a creditor of the estate of John B. Hyde in the sum of Fifty-one <sup>7</sup>/<sub>16</sub> (51 <sup>7</sup>/<sub>16</sub>) dollars with interest from the 30<sup>th</sup> day of October, 1884. And on the 30<sup>th</sup> day of October, 1885, this plaintiff presented to said Administrator a written statement of his claim which was duly allowed by said Administrator by indorsement thereon.

That more than eighteen months have elapsed since the giving of said Bond. That said Administrator had assets in his hands applicable to plaintiff's claim; and said estate is solvent. That said claim is for medical services

Exhibit "X"

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rendered by the plaintiff, who is a regular practicing Physician admitted under the laws of the State of Ohio, during the last sickness of the said John B. Hyde, and as such claim has a preference.

That this plaintiff frequently demanded of said Administrator, since the 15 months have elapsed the payment of said claim in full. That a great amount of assets has come into the hands of said Administrator which he has misapplied and disbursed contrary to law and the order of the Probate Court.

Wherefore plaintiff asks judgment against said defendants William F. Hyde, O. B. Davis and Amos Davis for the sum of Fifty one <sup>3</sup>/<sub>4</sub> <sup>5</sup>/<sub>100</sub> dollars principal with interest from the 30<sup>th</sup> day of October, 1887 and for costs.

W. W. Merchant.

State of Ohio.

Attorney for Plaintiff.

Union County ss.

A. J. Richardson being first duly sworn says that the facts stated and allegations made are as he believes true.

A. J. Richardson.

Sworn to before me and subscribed in my presence this 8<sup>th</sup> day of September, 1890.

Seal

R. McCroly Clerk of Court

New Bond of Administration

Exhibit "X"

In the Probate Court of Union County, Ohio.

John B. Hyde, Deceased.

Know all Men by these Presents, That we William F. Hyde, O. B. Davis and Amos Davis are held and firmly bound unto the State of Ohio, in the penal sum of Six thousand dollars to the payment of which we do hereby jointly and severally bind ourselves, our heirs, executors and administrators, if default be made in the conditions following:

Whereas, Letters of Administration upon the estate of John B. Hyde, deceased, were granted to the said William F. Hyde by the Probate Court of Union County in the State of Ohio, on the 20<sup>th</sup> day of February, A. D. 1889.

And Whereas, afterwards, to wit, on the 1<sup>st</sup> day of December A. D. 1889, on application by A. J. Richardson it was ordered by the Court, that said William F. Hyde give a New Bond as administrator, as aforesaid payable to the State of Ohio, and conditioned according to law, in the sum of Six thousand dollars within 90 days from the date of said order.

Now if the said William F. Hyde as administrator

of the estate of said John B Hyde deceased, shall, whenever the same remains to be done.

First. Make and return unto said Court, on oath, within three months, a true inventory of all the moneys, goods, chattels, rights and credits of the deceased, which have, or shall come to his possession or knowledge; and also if required by said Court, an inventory of the real estate of said deceased.

Second. Shall administer according to law, all the moneys, goods, chattels, rights and credits of the said deceased, and the proceeds of all his real estate that may be sold for the payment of his debts, which shall at any time come to the possession of said administrator or to the possession of any other person for him.

Third. Shall render upon oath, a true account of his administration within eighteen months, and at any other time when required by said Court or the law; and failing so to do for 30 days after his shall have been notified of the expiration of the time by the Probate Judge, he shall receive no allowance for his services, unless the Court shall enter upon its Journal that such delay was necessary and reasonable.

Fourth. Shall pay any balance remaining in his hands upon the settlement of his accounts to such persons as said Court or the law shall direct.

Fifth. Shall deliver the Letters of Administration into Court, in case any will of said deceased shall be hereafter duly proved and allowed; then this obligation to be void, otherwise to be and remain in full force and effect.

Signed and dated this 18<sup>th</sup> day of February A. D. 1889.  
Executed in presence of  
C. J. Brooks & W. J. Watts.  
W. F. Hyde  
O. B. Davis  
Amou Davis.

Præcipe To the Clerk: Issue Summons for William F. Hyde, O. B. Davis and Amou Davis, defendants, to the Sheriff of Union County, Ohio, returnable according to law. Indorse said Writ, Action for money only. Amount claimed \$51.50 with interest from October 30<sup>th</sup>, 1884.

Summons  
6057  
Afterward, on the 8<sup>th</sup> day of September, 1890 a Summons was issued by the Clerk of Court, to wit:  
The State of Ohio  
Union County ss To the Sheriff of said County:

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You are commanded to notify William F. Hyde Administrator of John B. Hyde, deceased, and O. B. Davis and Anson Davis that they have been sued by A. J. Richardson in the Court of Common Pleas, of Union County, and must answer by the 11<sup>th</sup> day of October, 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 22<sup>nd</sup> day of September, A. D. 1890.

Witness my hand and the seal of said Court this 8<sup>th</sup> day of September, A. D. 1890.  
 Seal } R. M. Croy, Clerk.

Endorsed: Money Only. Sumant claimed \$57.<sup>00</sup>/<sub>100</sub> with interest from October 30<sup>th</sup>, 1887.

6057 Sheriff's Return

And on the 17<sup>th</sup> day of September, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is, to wit:

Ser <sup>ts</sup> Return	30
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Copies	60
Total	\$ 4 40

The State of Ohio  
 Union County  
 Sheriff's Return.  
 Received this writ September 8<sup>th</sup> A. D. 1890, at 9 o'clock A. M. and served the 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 15<sup>th</sup> day of September, 1890.  
 Thomas Martin, Sheriff

6057 Entry

Afterward, on the 3<sup>rd</sup> day of December, 1890, an entry was made on the Journal by the Clerk of Court.

A. J. Richardson  
 vs  
 W<sup>m</sup> F. Hyde et al

Journal 15, Page 441.

Now comes the plaintiff by his attorney and the defendants being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true, and that they are indebted to the plaintiff for a balance of Fifteen <sup>90</sup>/<sub>100</sub> <sup>25</sup>/<sub>100</sub> dollars.

It is therefore considered by the Court that the said plaintiff A. J. Richardson recover from the defendant W<sup>m</sup> F. Hyde, Anson Davis and O. B. Davis, defendants the said sum of Fifteen <sup>90</sup>/<sub>100</sub> <sup>25</sup>/<sub>100</sub> dollars and his costs herein expended taxed at \$-.

Attest  
 R M Croy clerk

1890 a  
 to wit:

Pleas continued and held at the Court House in Mansville, 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 28<sup>th</sup> day of July, 1890, Henry Hutson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against the Unknown Heirs of Franklin Good et al, to wit:

Plaintiff Henry Hutson  $\frac{2}{3}$  Plaintiff.

Beverly Depp. Or

6027 The Unknown Heirs of Miles Depp, The Unknown Heirs of Ruben Good  $\frac{2}{3}$  The Unknown Heirs of Franklin Good, the Unknown Heirs of Robert Good, William Chambers, Ruben Chambers, Martha Chambers  $\frac{2}{3}$  Mary Chambers, and the Unknown Heirs of Charlotte Chambers. Defendants.

Court of Common Pleas Union County Ohio

The plaintiff Henry Hutson says that he is the owner of in fee simple and is now and has been with them under whom he holds title for more than twenty one years in the undisputed and adverse possession of the following described land in Jerome Township, Union County, Ohio. Part of Virginia Military Survey N<sup>o</sup> 6595 except a small part thereof in which he has an interest as Grantor and wishes it to be included in these proceedings.

Beginning at a stone in the North line of said Survey N<sup>o</sup> 6595 and North-west corner to the lands formerly owned by John W. Preston: Thence with the West line of said lands S 8<sup>o</sup> 30' E. 159 poles to a stone South-west corner to said lands and in the South line of said Survey N<sup>o</sup> 6595: thence with the said line S. 81<sup>o</sup> 30' W. 61  $\frac{3}{4}$  poles to a stone corner to Beverly Depps land: thence with the lines of said land N. 5<sup>o</sup> W. 40 poles to a stone: thence S. 87<sup>o</sup> W. 58  $\frac{3}{4}$  poles to a stone: thence N. 5<sup>o</sup> W. 121 poles to a stone corner of said Beverly Depps land in the North line of said Survey N<sup>o</sup> 6595: thence with said line N. 82<sup>o</sup> E. 37  $\frac{3}{4}$  poles to a stone North-west corner of Thompson Bishops land: thence with the line of

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said land  $S 5^{\circ} E. 39$  poles to 4 willows from one root: thence  $S 85^{\circ} 45' E. 25$  poles to a stone: thence  $N. 5^{\circ} W. 1 \frac{1}{2}$  poles to a stone near a walnut: thence  $N. 88^{\circ} E. 37$  poles to a stone and brick South-east corner of said Thompson Bishops land: thence  $N. 8^{\circ} 30' W. 44 \frac{1}{2}$  poles to a stone North-east corner of said Thompson Bishops land and in the North line of said Survey N: 6595 thence with said line  $N. 82^{\circ} E. 16 \frac{1}{2}$  poles to the beginning, containing 86 acres more or less.

The plaintiff further says that one Regue Starling by deed dated November 5<sup>th</sup>, 1836, recorded in Union County deed records Volume 5, Page 362, conveyed to one Miles Depp 111 acres in said Survey, which included the said land of Butson described in said deed as follows:

Beginning at 2 white elms in the southerly line of the original Survey and South-easterly corner of a tract of land this day deeded to Esther Depp: thence  $N. 88^{\circ} E. 113 \frac{3}{4}$  poles to three beeches: thence  $N. 10^{\circ} W. 156$  poles to a beech and sugar tree: thence  $S. 80^{\circ} W. 113 \frac{3}{4}$  poles to a sugar beech and locust beam, said Esther's North-easterly corner: thence with said Esther's Easterly line  $S. 15^{\circ} E. 156$  poles to the beginning, containing 111 acres more or less.

And afterwards said Miles Depp and Esther Depp, his wife, by deed dated August 10<sup>th</sup>, 1836 recorded in Union County Deed Record Volume 16, Page 163, conveyed a part of said 111 acres to one Reuben Goode described in said deed as follows:

Sixty-five acres off the North-easterly part of the land conveyed from Regue Starling to Miles Depp.

The land of said Butson plaintiff above described is included in said Sixty-five acres in part.

Plaintiff says the said description of said 65 acres in said deed vague and indefinite and uncertain and that a correct and accurate description of said 65 acres by metes and bounds is shown in the plat and description hereto attached and marked Exhibit "A".

Plaintiff says he is the owner of and responsible as Grantor of the part of said 111 acres adjoining said 65 acres on the West except 14 acres owned by said Beverly Depp hereinafter described.

Afterwards about the year 1845 said Reuben Goode subdivided said 65 acres into five lots and procured the same to be surveyed and platted by one David Beard but the original plat and description of the lots of said sub-division as made by said Beard were not recorded and have since been mislaid and

lost but plaintiff says a true and accurate plat of said subdivision and numbering of the lots thereof is hereto attached and shown in Exhibit "A"

Afterwards about February 1846 said Reuben Goode departed this life, seized in fee simple of said 65 acres and leaving a last will and testament which was duly admitted to probate and record in said Union County on the 14<sup>th</sup> of April, 1846 and recorded in Administration Record Volume 3, Page 163. In his said will said Reuben Goode devised the lots of said subdivision of 65 acres as shown in Exhibit A hereto attached to his children as follows: Lot N<sup>o</sup> 1 to Ann Goode, Lot N<sup>o</sup> 2 to Thomas Goode, Lot N<sup>o</sup> 3 to his daughter Charlotte Chambers, Lot N<sup>o</sup> 4 to Robert Goode and Lot N<sup>o</sup> 5 to Franklin Goode. The above described land of said Butson, plaintiff comprises all said lots except 1 1/2 acres of lot N<sup>o</sup> 2 and 2 acres of lot N<sup>o</sup> 5 as shown by the plat in Exhibit A.

Afterwards the said Thomas Goode by deed dated November 11<sup>th</sup>, 1850 conveyed the part of lot N<sup>o</sup> 2 containing 1 1/2 acres and known as the "Wood lot" as shown in Exhibit A to Robert Goode but said deed was never transferred and recorded and has been mislaid and lost whereby a cloud is cast upon said Butson's (the plaintiff) title he being the owner thereof under said Robert Goode.

Plaintiff further says that afterwards about the year 1847 the said Franklin Goode departed this life intestate, unmarried and without issue and his legal heirs were his brothers and sisters, to wit: Ann Goode, Thomas J. Goode, Charlotte Chambers, Robert Goode, William Goode, Nellie or Ellen Goode and Louisa Goode to whom said lot N<sup>o</sup> 5 descended according to law.

The said heirs of Franklin Goode, deceased about the year 1850 made an amicable partition of said lot N<sup>o</sup> 5 among themselves and subdivided the same into parts marking the corners of said parts with permanent monuments which are still in existence, and each of said heirs entered into the possession of the part so allotted to him or them severally but no deeds were executed among the said heirs and no plat nor record was made of such partition and no legal proceedings to confirm the same, but the same has always been acquiesced in by all parties in interest and plaintiff desires same approved and confirmed by decree that his title may appear perfect of record.

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A plat of the subdivision and partition of said Lot N<sup>o</sup> 5 among the heirs of Franklin Goode as aforesaid is hereto attached and named Exhibit B. Afterwards on the 13<sup>th</sup> of November 1850 the said Nellie Goode who had then intermarried with Samuel White Sr. and her said husband and Louisa White, formerly Louisa Goode, with Samuel W. White Jr. her husband, Ann Goode and Thomas J. Goode by deed of that date recorded in Union County deed records Volume 64 Page 502 conveyed to said Robert Goode all their interest in said Lot N<sup>o</sup> 5. And afterwards on the 26<sup>th</sup> of December, 1851 said Robert Goode by title bond of that date recorded in said deed records Volume 20 Page 554 conveyed or intended to convey all his interest in said Lot N<sup>o</sup> 5 to one Abraham Kepp under whom said Butson, plaintiff, holds, which bond was enforced by proceedings in this Court as shown at complete Record Volume 9 Page 315.

The description of said land so conveyed in said title bond and confirmed in said Court proceedings was as follows:

Beginning at a stone corner to Robert Goode's lot and S. W. corner of Charlotte Chambers in the line of William Goode; thence S. 10. E. 50 poles to a stone corner to Abram Kepp; thence N. 85. E. 34 poles to a stone in the line of Butson; thence with his line N. 10. W. 50 poles to a stone corner to Charlotte Chambers lot; thence S. 80. W. 34 poles to the beginning.

But plaintiff says that said description was defective in this respect that it did not include all the land of said Robert Goode in said Lot N<sup>o</sup> 5 and that a correct description and plat of the land intended to be conveyed in said bond is hereto attached and shown on Exhibit B. And the said Robert Goode is now deceased as plaintiff is informed and believes and therefore does plaintiff further say that prior to the year 1867 the said Charlotte Chambers departed this life intestate leaving her husband William Chambers who on the 25<sup>th</sup> of June, 1850 by deed of that date recorded in Volume 16 Page 638 Union County Deed Records, conveyed to plaintiff Berry Butson 2 1/2 acres assigned to Charlotte Chambers of Lot N<sup>o</sup> 5 as aforesaid as shown on plat at Exhibit B. and her children, to-wit: Ruben Chambers, Mary Chambers and Martha Chambers her only heirs and legal representatives and the said children by deed dated June 9<sup>th</sup> 1869 duly conveyed to said Berry Butson

plaintiff, their interest in the same land conveyed by their father William Chambers as aforesaid and including Lot N<sup>o</sup> 3 on plat B which deed is recorded in Volume 33 Page 66 of Union County Deed Records and the said land was described in the deed of June 9<sup>th</sup> 1869 as follows:

A certain tract of land in Jerome Township Union County Ohio of about 15 acres that was given and devised to our Mother Charlotte Chambers by her father Reuben Goode. Said premises are bounded on the North by lands owned by Thomas Bishop, on the East by Henry Butson's land, on the South by Wepp and Butson and on the West by Abraham Wepp. The said premises hereby intended to be conveyed are now in the possession and occupancy of said Henry Butson.

The said descriptions of said land in said deeds are vague and uncertain and plaintiff Butson desires the same reformed in accordance with the true and accurate description thereof as shown in plat and description at Exhibit B.

The plaintiff Henry Butson says that by reason of the failure and neglect of Robert Goode to have his said deed from said Thomas Goode for the 1<sup>st</sup> acres recorded, and the failure and neglect of the said heirs of Franklin Goode deceased to have any record made of their amicable partition of Lot N<sup>o</sup> 5 or any legal proceedings to confirm the same and by reason of the vague and uncertain descriptions in the deeds aforesaid his title is defective of record and a cloud is upon the same.

The plaintiff Henry Butson says that the Plaintiff Beverly Wepp is the owner of and in possession of the lot assigned to said William Goode containing 2 acres in the aforesaid amicable partition of lot N<sup>o</sup> 5 among the heirs of Franklin Goode as shown at Exhibit B and has been for more than 21 years, and he further says that said William Goode sold said lot to one William Butcher about the year 1850 but if a deed was executed therefor the same was never recorded and has been mislaid and lost whereby a cloud is cast upon plaintiff Wepp's title and said Wepp desires a decree quieting his title and confirming said amicable partition of Lot 5 for the reasons hereinbefore stated.

Therefore the said plaintiff Henry Butson asks the Court to adjudge order and decree as follows:

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First. That the description in the deed from Miles Depp to Reuben Goode dated November 5<sup>th</sup> 1830 recorded in Volume 5. Page 302 be corrected and conformed to the true and accurate description of the land conveyed thereby as shown in the plat and description thereof in Exhibit 2<sup>d</sup> hereto attached.

Second. That the subdivision of the land of Reuben Goode as shown by the plat thereof in Exhibit 3<sup>d</sup> hereto attached be approved and confirmed and recorded as the true division of said land by said Reuben Goode.

Third. That the said Thomas Goode defendant execute and deliver a quit claim deed to him to supply the one lost as aforesaid for the 1/2 acres as shown on plat at Exhibit 3<sup>d</sup> within 10 days and from the date of the decree herein and in default of such deed the decree operate as such conveyance.

Fourth. That the amicable partition of said lot N<sup>o</sup> 5 of Reuben Goode's estate among the heirs of Franklin Goode as shown by the plat at Exhibit 6<sup>th</sup> be approved and confirmed.

Fifth. That the description of the land conveyed by Robert Goode to Brian Depp in title bond dated December 26<sup>th</sup> 1851 as aforesaid and the proceedings thereunder be corrected and conformed to the true description of the land then intended to be conveyed as shown in the plat and description thereof at Exhibit 3<sup>d</sup> hereto attached.

Sixth. That the descriptions in the said deed from William Chambers to him dated June 25<sup>th</sup> 1850 and in the said deed from Reuben Chambers, Mary Chambers and Martha Chambers dated June 2<sup>o</sup> 1867 be corrected and conformed to the true description of the land so conveyed as shown in the plat and description thereof at Exhibit 3<sup>d</sup>.

Seventh. And the said Beverly Depp, plaintiff, uniting in the prayer of said Henry Hudson so far as they concern lot N<sup>o</sup> 5 of the subdivision of Reuben Goode land and partition thereof among the heirs of Franklin Goode further ask that the heirs of said William Goode be ordered to execute and deliver to him a quit claim deed for the 2 acres assigned to said William in the partition of said lot N<sup>o</sup> 5 among the heirs of said Franklin Goode and in default thereof for 10 days after the decree herein that the decree operate as such conveyance.

And plaintiff asks that all said defendants be made parties hereto for the purpose of

saving a multiplicity of actions. And the said  
 Berry Hutson and Beverly Wepp further ask that  
 their titles to the lands aforesaid be quieted and  
 for all other and further relief to which they  
 may be entitled in law or equity.

Colin B. Coats

sole & Bales,

State of Ohio,  
 Union County ss.

Attorneys for Plaintiff.

Berry Hutson and Beverly Wepp being  
 first duly sworn according to law say: They are  
 the plaintiffs in the foregoing petition and  
 that the facts stated and allegations therein  
 contained are true as they believe.

Berry Hutson.

Sworn to and subscribed before me this 15<sup>th</sup>  
 day of July, 1890.

S. W. H. Durboraw,

Seal

Notary Public.

Part of "Lillibit A."

Description of 65 acres sold by Miles Wepp to  
 Reuben Wood August 10<sup>th</sup>, 1836.

Beginning at a beech and sugar tree north-  
 east corner of 111 acres of land conveyed by Lyne  
 starting to Miles Wepp November 5<sup>th</sup>, 1836: thence with  
 the East line of said land S. 10° E. 156 poles to three  
 beeches corner to said land on the South line of  
 Survey N<sup>o</sup> 6595: thence with said line S 80° W. 67 poles  
 to a stake: thence N. 9° W. 87 poles to a stone: thence  
 N. 83° E. 13 poles to a pile of stones: thence N. 9° W. 27  
 poles to a stone: thence N. 89° W. 25 poles to a stone:  
 thence N. 9° W. 37 poles to a stake and bur oak in the  
 north line of said Survey N<sup>o</sup> 6595: thence with  
 said line N. 85° E. 81 poles to the beginning, containing  
 65 acres more or less. The line dividing said  
 65 acres from the balance of the said 111 acres was  
 run by R. F. Wilkins October 28<sup>th</sup>, 1856.

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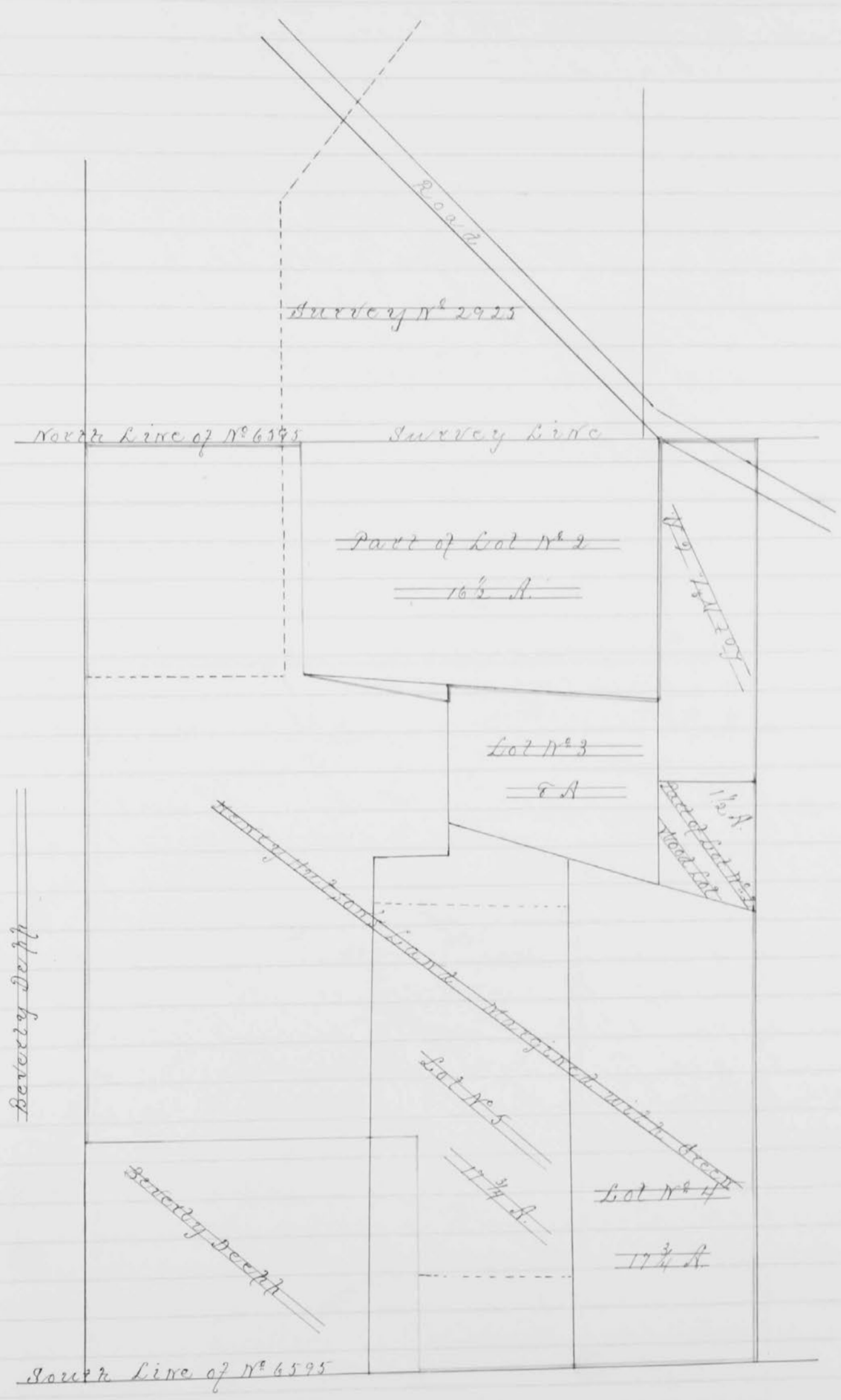
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"Exhibit A"



Beverly Deeth

South Line of N° 6595

Part of Exhibit B

Description of Robert Good's land part of Lot N<sup>o</sup> 5 of the subdivision of the Reuben Goode farm, and being the premises assigned to him under amicable partition containing 2  $\frac{1}{4}$  acres and also 4 acres purchased by the said Robert Good of Thomas J. Good and others November 13<sup>th</sup> 1850.

Beginning at a stone South-west corner of Lot N<sup>o</sup> 4 of the subdivision of the Reuben Goode farm and in the South line of Survey N<sup>o</sup> 6595: thence with said line S 80° W 26 poles to a stone: thence N 10° W 45 poles to a stone: thence S 80° W 8 poles to a stone: thence N 10° W 40 poles to a stone: thence N 80° E 34 poles to a stone in the West line of said Lot N<sup>o</sup> 1: thence with said line S 10° E 86 poles to the beginning, containing 13  $\frac{1}{4}$  acres more or less.

Part of Exhibit B

Description of Lot N<sup>o</sup> 3 of the subdivision of the Reuben Goode farm containing 8 acres devised to Charlotte Chambers by Reuben Goode and including 2  $\frac{1}{2}$  acres part of Lot N<sup>o</sup> 5 of said subdivision assigned by amicable partition to the heirs of said Charlotte Chambers, Deceased.

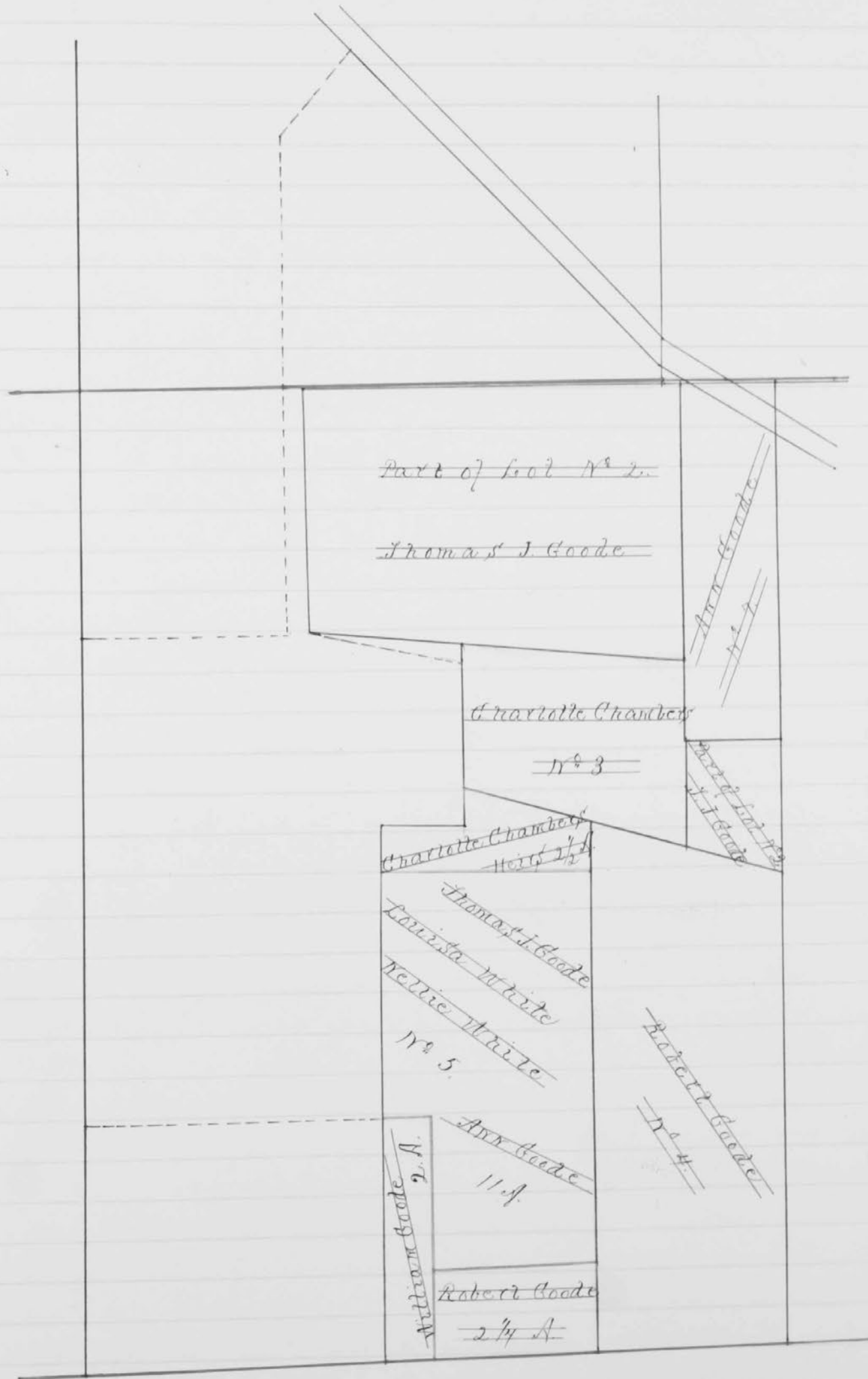
Beginning at a stone in the West line of Lot N<sup>o</sup> 1 of the subdivision of the Reuben Goode farm and North-east corner of Lot N<sup>o</sup> 3 of said subdivision: thence with the East line of said Lot N<sup>o</sup> 3 S 10° E -- to a stone corner to said lot in the North line of Lot N<sup>o</sup> 4: thence N 80° W 10  $\frac{1}{2}$  poles to a stone North-east corner to Lot N<sup>o</sup> 5: thence S 10° E -- poles to a stone: thence S 80° W 34 poles to a stone: thence N 10° W 7 poles to a stone: thence N 83° E 13 poles to a pile of stones: thence N 10° W 5 poles to a stake South-west corner to said Lot N<sup>o</sup> 3: thence with the West line of said lot N 10° W 23  $\frac{3}{4}$  poles to a stone near a walnut, North-west corner to said Lot N<sup>o</sup> 3: thence S 80° E 37 poles to the beginning, containing 10 acres more or less.



Exhibit B" showing division of Lot N<sup>o</sup> 5.

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Affidavit Afterward, on the 28<sup>th</sup> day of July, 1890, an Affidavit was filed with the Clerk of Court, to wit:

6027 Henry Hutson et al  
Or  
Unknown Heirs of  
Franklin Goode et al

Court of Common Pleas,  
Union County, Ohio.

State of Ohio, Union County, ss.

Henry Hutson one of the plaintiffs being just duly sworn says that the heirs of one Miles Depp, the heirs of one Ruben Goode, the heirs of one Franklin Goode, the heirs of one Robert Goode, the heirs of one William Goode are necessary parties to this cause and that the names and residence of each and all of them are unknown to plaintiff and cannot be ascertained, and that the residence of Thomas J. Goode, William Chambers, Ruben Chambers, Martha Chambers and Mary Chambers who is a necessary party to this case is unknown to plaintiff and cannot with reasonable diligence be ascertained, and that service of summons cannot be made on said defendants in this State and that the case is one of those mentioned in Section 5048 of the Revised Statutes of Ohio, the object thereof being to quiet plaintiffs title and to exclude the defendants from any interest in the land described in the petition.

Henry Hutson.

Sworn to and subscribed before me this 28<sup>th</sup> day of July, 1890.

R. W. Lroy, Clerk of Courts.

Entry Afterward, on the 2<sup>nd</sup> day of August, 1890, an Entry was made on the Journal by the Clerk of Courts.

6027 Henry Hutson et al  
Or  
Unknown Heirs of  
Franklin Goode et al

Journal 15, Page 155.

It being made to appear to the Court that the names and residences of the heirs of Miles Depp, deceased, the heirs of Ruben Goode, deceased, the heirs of Franklin Goode deceased, the heirs of Robert Goode deceased, and the heirs of Charlotte Chambers are unknown to the plaintiff, it is ordered that notice of the pendency and prayer of this cause be made on them by publication in the same manner and for the same time as in case of other non-residents defendants.

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Legal Notice

The numerous heirs of Miles Depp, the numerous heirs of Reuben Goode, Thomas J. Goode, Isaac Goode, and Robert Goode, and the numerous heirs of Charlotte Chambers, William Chambers, Reuben Chambers, Martha Chambers and Mary Chambers whose residences are numerous, will take notice that on the 20<sup>th</sup> day of July, 1896 Henry Hutson and Beverly Depp filed their petition in the Common Pleas Court of Union County, Ohio, in Case N<sup>o</sup> 6027 against the above named parties, asking that the said Henry Hutson be adjudged the owner of free from all claims of an interest or estate of the said defendants in the following described real estate in Jerome Township, Union County, Ohio, to-wit:

Situated in Jerome Township Union County, Ohio, and part of C. M. Survey No. 6595. Beginning at a stone in the North line of said Survey N<sup>o</sup> 6595 and North-west corner of lands owned by Keller Lane: thence with the West line of said Lane's land S. 5° 30' E. 15<sup>00</sup>/<sub>100</sub> poles to a stone (beech trees North 20' E. 1/2 feet) South-west corner of said Lane's land and in the South line of said Survey N<sup>o</sup> 6595: thence with the South line of said Survey S. 84° W. 56 poles to a stone corner to lands owned by Beverly Depp and Alpheus Guder: thence with their said land lines N. 5° W. 40 <sup>75</sup>/<sub>100</sub> poles to a stone; thence S. 84° W. 68 <sup>75</sup>/<sub>100</sub> poles to a stone; thence N. 5° W. 82 poles to a stone in the East line of said Beverly Depp's land and South-west corner to land conveyed by Henry Hutson to William Hutson: thence with the South line of said land N. 84° E. 34 <sup>75</sup>/<sub>100</sub> poles to a stone: thence with the East line of said lands N. 5° W. 39 poles to a stone in the North line of said Survey N<sup>o</sup> 6595: thence with said survey line N. 84° E. 3 poles to a stone North-west corner to Thompsons Bishops land: thence with the lines of said land S. 5° E. 39 <sup>75</sup>/<sub>100</sub> poles to four willows from one root: thence S. 86° E. 24 <sup>75</sup>/<sub>100</sub> poles to a stone: thence N. 5° W. 1 <sup>60</sup>/<sub>100</sub> poles to a stone (near a large walnut) thence N. 59° W. 36 <sup>75</sup>/<sub>100</sub> poles to a stone: thence N. 5° W. 44 <sup>75</sup>/<sub>100</sub> poles to a stone and brick North-east corner to said Thompsons Bishops land and in the North line of said Survey N<sup>o</sup> 6595: thence with said survey line North 84° E. 16 <sup>75</sup>/<sub>100</sub> poles to the beginning containing 74 acres of land, except 1/2 of an acre heretofore conveyed by Henry Hutson to Brad Hutson.

And Beverly Depp of the following described

land, town.

And that said Beverly Wepp be adjudged the owner of freed from all claim of an interest or estate of the said defendants in the following described land situated in Jerome Township, Union County, Ohio, and in Survey 6595, beginning in the South line of said Survey at the South-westerly corner of Henry Hutson's land: thence S 84° W 10 1/2 poles to a stake: thence N 5° W 45 1/2 poles to a stake: thence N 84° E 10 1/2 poles to a stake: thence S 5° E 40 1/2 poles to the beginning containing 2 acres more or less.

And to quit plaintiff's title thereto against any claim of an interest or estate therein by said defendants by inheritance from said Robert Croode, Sharp Chambers, Miles Wepp or Franklin Croode, deceased, or under the will of Reuben Croode deceased. Said parties are required to answer on or before the 1<sup>st</sup> day of November 1890, or judgment may be taken against them.

Printers fees \$34. 7/10  
Cole & Balis 2/10

Henry Hutson  
Beverly Wepp.

John B. Coats, Attorney for Plaintiffs.  
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 weeks in the Union County Journal, a newspaper of general circulation in the County of Union the first publication beginning with September 11<sup>th</sup>, 1890.

R. J. Ware.

Sworn to and subscribed before me this 21<sup>st</sup> day of November, 1890.

W. W. Merchant.

Seal

Notary Public

Entry 6027 Afterward, on the 4<sup>th</sup> day of December, 1890, an entry was made on the Journal by the Clerk, to-wit: Henry Hutson et al

Or  
Unknown Heirs of  
Franklin Croode et al.

Journal 15, Page 450

Now comes Hutson and suggests to the Court the death of Henry Hutson, the plaintiff herein and that she is the duly appointed and qualified administrator of the estate of said decedent by the Probate Court of Union County, Ohio, and desires said action to

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to proceed and it is therefore ordered that said action proceed, and the said plaintiff offering proof of publication of the pendence and prayer of the petition herein and the Court finding said publication and proof in all respects regular and according to law and the former order of the Court do hereby approve the same. And the said defendants being in default for answer and demurrer the Court find that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition and that he had the legal estate in and was entitled to the possession of the same and that he and those under whom he held and those holding under him have had the adverse and undisturbed possession of said land as against said defendants for more than twenty one years prior to the commencement of this suit that neither of the 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 quieted as against each and every one of said defendants as prayed for in this petition.

The Court therefore orders adjudges and decrees that the description in the deed from Miles Depp to Reuben Goode dated November 5<sup>th</sup> 1836 recorded in Volume 5. Page 362 Union County Deed Records be corrected and conformed to the true and accurate description of the land conveyed thereby as shown in the plat and description thereof attached to the petition and named A.

That the subdivision of the land of Reuben Goode as shown by the plat thereof in Exhibit B. attached to the petition is found to be a true and accurate plat of such subdivision and the same is on consideration of the Court ordered to be approved and confirmed and recorded as the true division of said land by said Reuben Goode deceased.

The Court further finds that on the 11<sup>th</sup> of November, 1850 Thomas Goode conveyed the part of lot N<sup>o</sup> 2 of said subdivision containing 1/2 acre and known as the "Wood Lot" as shown in Exhibit A to Robert Goode under whom plaintiff holds but said deed was never recorded and on consideration the Court orders said Thomas Goode or his heirs to execute a deed of release for the

same to the heirs of plaintiff within ten days and in default thereof this decree shall operate as such conveyance.

The Court finds that said Franklin Goode died in 1847 as alleged in the petition and that lot N<sup>o</sup> 5 of said subdivision of the Reuben Goode farm as shown in Plat at "Exhibit A." descended to his brothers and sisters, to wit: Ann Goode, Thomas J. Goode, Charlotte Chambers, Robert Goode, William Goode, Ellen or Nellie Goode and Louisa Goode; that in the year 1850, said heirs of Franklin Goode made an amicable partition of said lot N<sup>o</sup> 5 (five) among themselves and each entered into the possession of the part allotted to him or them severally but the plat of said partition was not recorded and the Court finds that the plat of the division of said lot N<sup>o</sup> 5 shown at "Exhibit B." attached to the petition is a true and accurate plat of such partition and the Court on consideration approves and confirms said amicable partition and orders the plat thereof at "Exhibit B." recorded as a true representation of the same.

The Court further finds that the description of the land conveyed by Robert Goode to Abraham Pepp by title bond dated December 26<sup>th</sup>, 1851, and afterwards enforced by proceedings in this Court was defective as alleged in the petition and that the true description of the same is shown on plat and description thereof at "Exhibit B." attached to the petition, and on consideration it is ordered that said description be corrected and conformed to the true description as so shown at "Exhibit B." as intended.

The Court further find that the description of the land in deeds from William Chambers and from Reuben Chambers, Mary Chambers and Martha Chambers to plaintiff was defective as alleged and the true plat and description of the land intended to be conveyed by said parties is correctly shown at "Exhibit B." attached to the petition, it is therefore on consideration ordered that said description be corrected and conformed to the true description thereof as shown at "Exhibit B."

attest

R M Grovy 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 State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of November term, 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 30<sup>th</sup> day of September, 1890, Laura E. Murphy filed in the Clerk's office of said Court of Common Pleas the following Petition against Israel Murphy, to wit:

Petition Laura Murphy

vs

6066

Israel Murphy

Court of Common Pleas  
Union County Ohio.

The plaintiff says that she is an actual resident of said County of Union and State of Ohio and that she has been a resident of said County and State continuously for one year and more last past.

That she and the said defendant Murphy were married to each other on or about the 18<sup>th</sup> day of May, 1887 at Marysville Union County Ohio, and she has ever since conducted herself toward the said Israel Murphy as a faithful and obedient wife.

The defendant disregarding his duties as a husband has been wilfully absent from the plaintiff for more than three years last past without any cause or justification therefore so far as the plaintiff is concerned.

The defendant has been guilty of gross neglect of duty by refusing to provide for the plaintiff. Wherefore plaintiff prays that she the plaintiff be adjudged and decreed a divorce from her said husband Israel Murphy and that the bonds of their said marriage may be absolutely dissolved and that she be restored to her former name of Laura E. Randal and for all proper relief.

Laura E. Murphy by  
A. H. Kollefrath her Attorney.

Afterward on the 30<sup>th</sup> day of September, 1890. Affidavit was filed with the Clerk of Court.

Laura E. Murphy

vs

Israel Murphy.

Court of Common Pleas.

Laura E. Murphy the above named plaintiff swears that service of a summons and copy of the petition herein cannot be made within the State upon said defendant Israel Murphy and that this action is brought by the said Laura E. Murphy against the said Israel Murphy in this Court for divorce according to the Statute in such case made and provided, and further saith not.

Laura E. Murphy.

Sworn to before me and signed in my presence this 30<sup>th</sup> day of September A.W. 1890.

[Seal] R. W. Croy, Clerk

Legal Notice

Israel Murphy, whose place of residence is unknown, late of Marysville, Union County, Ohio, will take notice that on the 29<sup>th</sup> day of September A.W. 1890, in the Court of Common Pleas of Union County, Ohio, where the action is now pending, the undersigned Laura E. Murphy, filed her petition against said Israel Murphy, praying for divorce from him and restoration to her former name of Laura E. Randal for abandonment without good cause and gross neglect of duty.

The said Israel Murphy is required to answer the petition in said action not later than six weeks after the 1<sup>st</sup> day of October A.W. 1890, the date of the first publication of this notice or such answer be granted.

Laura E. Murphy.

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 October 1<sup>st</sup> 1890.

W. C. Shearer.

Sworn to and subscribed before me, this 14<sup>th</sup> day of November, 1890.

[Seal] R. W. Croy, Clerk  
By W. W. Winget, Deputy

Afterward, on the 27<sup>th</sup> day of November, 1890 an Entry was made on the Journal by the Clerk, to wit:  
Laura E. Murphy  
vs  
Israel Murphy

Entry  
1166 Israel Murphy

Journal 15, Page 430.

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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 having heard all the evidence adduced by the plaintiff and being fully advised in the premises doth find due notice of the pendency of this petition was published in consecutive issues of the Marysville Tribune a paper of general circulation in the County.

That the said defendant is guilty of wilful absence for more than three years and guilty of gross neglect of duty, and that all and singular the facts alleged in the petition are true.

Whereupon by reason of said aggressions on the part of said Israel Murphy the said Laura B. Murphy is hereby granted an absolute divorce from her said husband and the said marriage between them annulled, and she is restored to her former name of Laura B. Randal.

Attest  
R. M. Conroy clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Seattle Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John R. Price, Judge of said Court of the term of November, 1890, on the third day of November in the year of our Lord one thousand eight hundred and ninety.

On the 26<sup>th</sup> day of November, 1890, Petition as to Bogrovit was filed with the Clerk of Court, Court.

Petition

The State of Ohio  
Union County ss

Court of Common Pleas

6109

John C. Sullivan  
vs  
Edward Bailey

Petition.

The defendant, on the 25<sup>th</sup> day of September, A. D. 1888, executed and delivered to Columbus Wilson 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

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 6 per cent. per annum from the 25<sup>th</sup> day of September, A.D. 1888. subject to a credit of Fifty dollars July 1<sup>st</sup>, 1890.

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 September A.D. 1888 at the rate of 6 per cent. per annum till paid subject to said credit of \$50<sup>00</sup> and for costs of suit.

J. B. Cameron, Attorney for Plaintiff.

The State of Ohio  
Union County ss

J. B. 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 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. B. Cameron.

Sworn to by said J. B. Cameron before me, and by him signed in my presence this 26<sup>th</sup> day of November A.D. 1890.

R. McCrory Clerk

By W. M. Mudgett, Deputy.

Seal

Exhibit

Copy of Note

" \$300<sup>00</sup>. Two years after date for value received we jointly and severally promise to pay Voluntary Wilson, or order, three hundred dollars with interest at 6 per cent. per annum after date until paid, payable at the Peoples National Bank at Bellefontaine, Ohio.

And we hereby authorize and empower W. W. Beatty, or any attorney at law of any Court of Record at any time after the above note becomes due to appear for us or any of us without process, in any Court of Record in the State of Ohio or elsewhere and confer a judgment for the said amount, interest and costs, in favor of the legal holder, indorser or assignee hereof, and release all errors which may accrue in the rendition of such judgment. And we also release the right of appeal, the stay of execution and the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us

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at and after the date of such judgment, and our  
said attorney is hereby authorized to enter said  
release in such judgment.

Witness our hands and seals this 25<sup>th</sup> day  
of September, 1888.

Seal } Edward Bailey.

Answer

6109 The State of Ohio |  
Union County ss | Court of Common Pleas

John C. Sullivan |  
vs | Answer  
Edward Bailey.

By virtue of the warrant of attorney  
annexed to and mentioned in the foregoing petition  
of 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  
two hundred and eighty-nine dollars, being  
the amount appearing due for principal and  
interest on said note, and also for costs of suit,  
taxed and to be taxed; and do hereby release  
and waive all exceptions, errors, and right of  
appeal in the premises.

R. B. Woodburn, Atty. for Welf.

Entry

6109 John C. Sullivan |  
vs | Journal 16. Page 426  
Edward Bailey

This day came the plaintiff, by his  
attorney; also appeared in open court, for and  
on behalf of said defendant R. B. Woodburn, an  
attorney at law of this court, and by virtue of  
the warrant of attorney annexed to the note  
attached to the petition in said cause, shown to  
have been duly executed by said 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 two hundred and eighty-nine  
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 two hundred and eighty-nine dollars, being the amount of said note with interest computed at 6 per cent. per annum from the 25<sup>th</sup> day of November A. D. 1890; and also costs herein expended taxed at \$.

Attest  
R M Linn 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, 1890, on the 3<sup>rd</sup> day of November in the year of our Lord one thousand eight hundred and ninety.

Transcript

The State of Ohio,

26<sup>th</sup> 3746

Union County, ss  
Charles A. Seran, Admr.  
of Estate of James Seran decd.

In Probate Court, 7<sup>th</sup> May Term 1890

Artemasa Seran, Mary J. Phelps  
Wrasrus Phelps, her husband  
Martha M. Dickinson & Thomas  
Dickinson her husband, Joseph J.  
Dickinson & Trustees of Oberlin  
University.

Tuesday July 22<sup>nd</sup>  
1890.

Petition to sell  
Land

This day came Charles A. Seran, Administrator of the estate of James Seran late of Union County deceased, and presented his petition duly verified setting forth that the personal estate of the decedent is insufficient to pay the indebtedness of said estate that said James Seran, deceased seized in fee simple of the lands in the petition described and praying the Court for an order directing him to sell said premises for the purpose of paying the said indebtedness. Whereupon the Court being fully advised in the premises do order the said petition filed and that notice be given of the pendency and prayer of said petition to said defendants in accordance with Statute in such case made and provided.

Monday, August 25<sup>th</sup>, 1890.

Charles A. Seran Admr  
Artemasa Seran et al

Motion & Demurrer sustained  
& Appraisement & Sale ordered.

This day cause came on to be heard

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upon motion of Drastus Phelps and Mary J. Phelps to require to plaintiff to file a schedule of the indebtedness of said estate with his petition was argued by counsel and submitted to the Court. Whereupon the Court being fully advised in the premises do sustain said motion.

It is therefore by the Court ordered that said plaintiff file with the petition in this case a schedule showing the indebtedness of said estate so far as known instant.

This cause now coming on to be further heard upon the demurrer of the plaintiff herein to the answer of Mary J. Phelps and Drastus Phelps to the plaintiffs petition asking a dismissal of said petition, was submitted to the Court upon arguments of counsel. Whereupon the Court being fully advised in the premises do sustain said demurrer and strike said answer from the files. Said cause coming on to be further heard upon the petition, answer of the widow Artemasa Seran waiving assignment of dower by metes and bounds and proofs and exhibits.

The Court find that all the defendants have been served with process or have voluntarily entered their appearance in the case and that as set forth in the petition it is necessary to sell the real estate therein described to pay the debts of the said James Seran deceased. And Artemasa Seran the widow of the said James Seran, deceased having by her answer waived the assignment of her dower by metes and bounds.

It is therefore by the Court ordered and adjudged that said premises situate in the County of Union and State of Ohio be appraised free from dower by the sales of W. M. Shipley, Sylvanus Taylor and Horace Culver fiduciaries disinterested free holders of the vicinity whom the Court hereby appoint for that purpose and that they return their proceedings to this Court for confirmation.

Whereupon the said defendants the said defendants Mary J. Phelps and Drastus Phelps gave notice of Appeal to the Court of Common Pleas and appeal bond filed at \$200.

The State of Ohio,  
Union County ss:

J. Leonidas Piper, Probate Judge of the  
Probate Court within and for said County, and in

whose custody the Files Journals and 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 Probate Court of the proceedings of the Probate Court within and for said County in the matter of Charles A. Swan Administrator vs. Artemasa Swan & others and that said foregoing copy has been compared by me with the original entry in said Journal and that the same is a correct and full and true transcript thereof.

In testimony whereof, I do hereunto subscribe my name officially and affix the Seal of said Court at the Court House in Mansville in said County this 3<sup>rd</sup> day of November, A. D. 1890.

Dionidas Piper,  
Probate Judge.

Seal

Motion

to  
Dismiss the following Motion was filed with the Clerk of Court.  
Appeal Charles A. Swan Admr. of  
Estate of James Swan  
vs  
Artemasa Swan et al  
Court of Common Pleas

Now comes Charles A. Swan, Administrator of the estate of James Swan and moves the Court to dismiss the appeal in this case on the grounds and for the following reasons:  
1<sup>st</sup> That the Probate Court has complete jurisdiction of all the questions submitted to it, so far in this case.  
2<sup>nd</sup> That an appeal cannot be taken from an interlocutory order of said Probate Court.  
3<sup>rd</sup> That at the time of taking this appeal no final order had been granted by said Probate Court.

W. W. Merchant,  
Attorney for Plaintiff.

Entry

Afterward, on the 11<sup>th</sup> day of November, 1890 an Entry was made on the Journal by the Clerk Charles A. Swan Admr.  
vs  
Artemasa Swan et al  
Journal 15<sup>th</sup> Page 408

This day this cause came on to be heard on the motion of the plaintiff to dismiss the appeal in this case taken from the Probate Court of this County, and was argued by counsel, the Court being fully advised in the matter on due consideration thereof sustained said motion and said appeal is hereby dismissed at the cost of

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the appellant Mary J. Phelps and Orasmus Phelps  
 And it is further ordered by said Court  
 that the Clerk of this Court make out and file  
 in said Probate Court a transcript of the proced-  
 ings of this Court and this case is hereby remanded  
 back to said Probate Court.

In the above decision and holding of the Court  
 the defendants Mary J. Phelps and Orasmus Phelps  
 except. It is therefore considered and adjudged  
 that the plaintiff recover of the defendants appellants  
 Mary J. Phelps and Orasmus Phelps his costs herein  
 taxed at \$.

Attest  
 R M Grigg 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 and ninety.

transcript

The State of Ohio,  
 Union County, ss:  
 Charles A. Seran, Admin. of  
 Estate James Seran decd.  
 vs  
 Artemasa Seran et al.

In Probate Court  
 September Term 1890.

Journal Vol. 11, Page 473  
 Appraisement confirmed  
 Sale ordered

Now came William W. Merchant, Attorney  
 for Charles A. Seran, Administrator as above named,  
 and produced to the Court the appraisement herein  
 made of the Real Estate in the petition described  
 by Milton W. Stupley, Sylvester Taylor and Horace S.  
 Colver in pursuance of a former order of this  
 Court, and it appearing upon examination that  
 said appraisement is in all respects regular and  
 correct the same is hereby approved and confirmed.

And it is ordered that said Charles A. Seran  
 as said administrator as aforesaid advertise  
 and sell the real estate aforesaid free from  
 dower, at public vendue on the premises on the  
 following terms, to-wit: One-third cash in hand  
 one-third in one year and one-third in two  
 years from day of sale, with interest from said date.  
 The deferred payments to be secured by  
 mortgage on the premises so sold, and that he make

and return of this order to this Court.

The State of Ohio,  
Union County, ss.

I, Leonidas Piper, Probate Judge of the Probate Court within and for said County, and in whose custody the files, Journals and Records of said Court are required by the laws of the State of Ohio to be kept, hereby certify that the foregoing return and copy from the Journal of the proceedings of the Probate Court within and for said County in the matter of Charles A. Seran Administrator of Estate of James Seran deceased, vs. Fitzmason Seran et al and that said foregoing copy has been compared by me with the original entry on said Journal and that the same is a correct and full and true transcript thereof.

In testimony whereof, I do hereunto subscribe my name officially and affix the Seal of said Court at the Court House in Marysville in said County, this 24<sup>th</sup> day of November A.D. 1890.

Leonidas Piper

Probate Judge.

Seal

Petition in Error was filed with the Clerk of Court The State of Ohio,  
Union County, ss.

6108 Mary J. Phelps  
Practus Phelps, Plffs. in Error.

vs  
Charles A. Seran as Admr. of James Seran. Def. in Error

That on the 22 day of July, 1890, the defendant in error filed in the Probate Court of this County his petition as such administrator setting forth among other things that he was such administrator, and that it was necessary to sell the lands of said decedent described in said petition to pay debts and costs of administration and praying for an order to sell said lands to pay the same.

The plaintiffs in error and other heirs of said James Seran were made parties to said petition, and on the 30<sup>th</sup> day of July, 1890 the plaintiffs in error filed in said Probate Court their answer, setting forth among other things that they were the heirs of said James Seran, and that said James Seran had previously died intestate, and that on the 26<sup>th</sup> day of June, 1890 they had filed their petition in the Court of

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Common Pleas of said County for the partition of said lands, and that said defendant in error and all the other heirs of said James Seran were made defendants to said petition, and that the said petition for partition was then still pending in said Court of Common Pleas.

That on the 6<sup>th</sup> day of August 1890 the defendant in error filed in Probate Court his general demurrer to said answer, and on the 25<sup>th</sup> day of August 1890 the said Probate Court upon hearing sustained said demurrer and ordered said answer to be stricken from the files of said Court, and ordered an appraisement of said lands as prayed for. That on the 14<sup>th</sup> day of October 1890 said order of appraisement was returned to and approved by said Probate Court, and an order issued to said defendant in error to sell said land, which order is still in full force, and the defendant in error is now proceeding under the same to sell said lands. That the cause in partition set forth in said answer is still pending in this Court.

The plaintiffs in error say there is error in said record and proceeding of said Probate Court in this Court:

- 1<sup>st</sup> Said Probate Court erred in sustaining the demurrer of the defendant in error to the answer of the plaintiffs in error.
- 2<sup>nd</sup> Said Probate Court erred in ordering said answer to be stricken from the files of said Court.
- 3<sup>rd</sup> Said Probate Court erred in proceeding to order said lands to be appraised and sold after the filing of said answer.
- 4<sup>th</sup> There are other errors in said proceedings of said Probate Court.
- 5<sup>th</sup> Said Court erred in not overruling the demurrer of the said defendant in error to the answer of the said plaintiffs in error.

A transcript of the docket and Journal Entries of said Probate Court are herewith filed, together with the original papers, showing said errors, and the same will fully appear.

Wherefore the plaintiffs in error pray that the judgement and proceeding of the said Probate Court may be reversed and held for naught, and that they may be restored to all things they have lost by reason thereof and for all proper relief.

J. M. Kennedy  
J. T. Cameron Atty. & Plfs. in error

The issuing and service of summons is hereby waived and the appearance of the defendant in error entered this 24<sup>th</sup> day of November, 1890.

W. W. Merchant  
Robinson & Woodburn  
Attorneys for Defendants & Error

Entry

Afterward, on the 4<sup>th</sup> day of December, 1890 an entry was made on the Journal by the Clerk.

6108 Mary J. Phelps

Or

Charles A. Swan Adm.

Journal 15, Page 453.

This day came on this cause to be heard on the petition in error and the record of the Probate Court, whereupon the Court being fully advised in the premises find no error in said record and therefore it is adjudged by the Court that said Judgment and record of the said Probate Court be and the same is hereby affirmed at the costs of the plaintiffs in error which the Court order the defendants to pay in ten days, to all of which the plaintiffs except and the Court let the supercedas bond at One hundred dollars. \$100<sup>00</sup>.

Attest

R. M. Levy clerk



This 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, May 27<sup>th</sup> in the year of our Lord one thousand eight hundred and eighty nine.

Be it remembered, that heretofore, to-wit, on the 18<sup>th</sup> day of December, 1888, Benjamin Thomas filed in the Clerk's Office of the said Court of Common Pleas the following Petition against the Board of Education of York Township, Union County Ohio

Petition Benjamin Thomas

Or

5711 The Board of Education of York Sp. Union Co. Ohio.

Court of Common Pleas Union County Ohio. Petition to Quiet Title.

The plaintiff Benjamin Thomas says he is in possession of and has the legal title to the following described real estate, to-wit: Beginning

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at the S. E. corner of lands sold by Jonathan G. Miller to Thomas W. Miller and conveyed by deed dated - - - 1873 recorded in Book 45, Page 492, Union County Record of Deeds being the S. W. corner of lands owned at some time by James C. Miller - also being the S. W. corner of a parcel of ground leased by said James C. Miller to District N<sup>o</sup> 4 of York Township in said County of Union dated September, 1871 and recorded in Record of Deeds Books of Union County Ohio: thence with the West line of said school house lease and with the said East line of the said Jonathan Miller lands. N. 72° E. 23 <sup>3</sup>/<sub>8</sub> poles to South bank of Fulton Creek: thence N. 61° E. with said creek about three poles to a stake in South bank of Fulton Creek: thence S. 41° W. 23 <sup>3</sup>/<sub>8</sub> poles to a stake recently planted in the South line of said Benjamin Thomas land: thence N. 78° E. about 4 poles to the beginning, about 68 rods of land.

Said plaintiff further says that said defendant the Board of Education of York Township Union County Ohio are claiming and asserting ownership in said strip of land, and the same is a cloud upon plaintiffs title.

Plaintiff therefore asks that his title to said land be quieted and established as absolute, and for all further relief in the premises the case in equity may demand.

P. R. Kerr,

Attorney for Plaintiff.

State of Ohio,  
Union County ss

Benjamin Thomas being sworn says the statements and allegations in the foregoing petition are true as he believes.

Benjamin Thomas.

Sworn to and subscribed in my presence by Benjamin Thomas this 18<sup>th</sup> day of December, A. D. 1888.  
R. W. Croy, Clerk

To the Clerk:

Issue Summons for defendant to Sheriff of Union County Ohio. Indorse: "Equitable Relief".  
P. R. Kerr. Atty.

Summons

5711 Afterwards, on the 18<sup>th</sup> day of December, 1888, a Summons was issued by the Clerk, indorsed, to wit:

The State of Ohio  
Union County, ss

To the Sheriff of the County of Union Ohio. We command you to notify the Board of Education of York Township, Union County, Ohio, that it has been sued by Benjamin Thomas in

The Court of Common Pleas, of Union County, and that unless it answer by the 19 day of January, A.D. 1889 the petition of said Benjamin Thomas against it filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 31<sup>st</sup> day of December A.D. 1888.

Witness my hand and the Seal of said Court this 18<sup>th</sup> day of December, A.D. 1888.

Seal } R. M. Croy Clerk.

Indorsed: "Equitable Relief."

And on the 20<sup>th</sup> of December, 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 18<sup>th</sup> December 1888 at 12 o'clock P.M. and pursuant to command, on the 19<sup>th</sup> day of December A.D. 1888 I served the same by handing a true and certified copy of this writ with the documents thereon to Charles Cory, the Clerk of the Board of Education of York Township, Union County Ohio.

W. Hopkins Sheriff.

Answer  
5711 Benjamin Thomas

vs  
The Board of Education of York Township, Union County Ohio.

Court of Common Pleas  
Union County, Ohio.

The defendant answers to the petition of plaintiff and admits:

That it is claiming and asserting ownership in the strip of land described in plaintiff's petition, and denies each and every other allegation contained in said petition.

Porter & Porter,

Attorneys for Defendant.

Charles L. Cory being sworn makes oath, that he is the Clerk of said Board of Education, the defendant herein, and further makes oath that he believes the facts stated in the foregoing answer to be true.

Charles L. Cory.

Sworn to by Charles L. Cory before me, and signed

by him  
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Affidavit  
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by him in my presence this 19<sup>th</sup> day of January, A. D. 1889.

G. W. Westlake

Seal

Notary Public

Affidavit Afterward, on the 19<sup>th</sup> day of March 1889. Affidavit was filed with the Clerk of Court, Court

Benjamin Thomas

Affidavit for Continuance

vs

Court of Common Pleas

Board of Education of York Township.

Union County Ohio.

D. H. Bechtel, being duly sworn makes oath that he is one of the members of said Board of Education. He further makes oath that

Thomas W. Miller is a material witness for defendant in the above action, without whose testimony and for want thereof it cannot safely proceed to trial.

That said Thomas W. Miller is and has been a resident of the State of Kansas and of Arkansas for some years and now resides in Arkansas, that although affiant on behalf of said

Board of Education has repeatedly written to said Miller, yet affiant was wholly unable to learn of the materiality of the testimony of said witness

and as to what facts he would testify until the second week of this present term of Court and affiant is informed by his counsel Porter and

Porter that the deposition of S. J. Sager taken by plaintiff (Thomas) on last Thursday at Columbus further disclosed the fact for the first time that

the testimony of said Miller in this case is very material and necessary, and affiant has just been informed of such materiality by his said

counsel. This affiant since learning of the materiality of the testimony of said witness wrote to him making inquiry as to the place and

time at which his deposition could be taken but has not heard from him. Affiant further

states that he did not know of the materiality of the testimony of said Miller, or what facts he would testify to in time to take his deposition to be used as evidence at this term of Court.

This affiant hopes and expects to procure the testimony of the said Thomas W. Miller by deposition by the next term of Court. This application for

a continuance is not made for delay merely, but for the purpose of justice.

D. H. Bechtel.

Sworn to and subscribed before me this 19<sup>th</sup> day of March, 1889.

R. W. Croy. Clerk.

By W. M. Winget. Deputy.

Seal

Entry Afterward, on the 19<sup>th</sup> day of March, 1889,  
an Entry was made on the Journal by the Clerk.

5711 Benjamin Thomas

vs

Journal 15, Page 50

Board of Education of  
York Sp. Union Co. Ohio

This day this cause is continued  
upon the motion and showing of defendant and  
at defendants costs. It is therefore considered  
that the defendant pay the cost of the term  
taxed at \$-

Entry Afterward, on the 21<sup>st</sup> day of June, 1889, an  
Entry was made on the Journal by the Clerk.

5711 Benjamin Thomas

vs

Journal 15, Page 131.

Board of Education of  
York Township Union Co. O.

This day this cause came on  
to be heard upon the petition of plaintiff and  
the answer of defendant and the evidence of  
the parties on consideration thereof the Court  
find on the issue joined for the plaintiff.

The Court further find that at the time  
of the bringing of this action the said plaintiff  
was in possession of the real property described  
in the petition and that he had the legal  
title and estate therein and was entitled to  
the possession of the same, that the defend-  
ants have no estate in, and is not entitled to  
possession of said real estate nor to any part  
thereof and that the plaintiff ought to have  
his title and possession quieted against said  
defendants as prayed for in said petition.

It is therefore ordered, adjudged and  
decree that the title and possession of the  
said Benjamin Thomas to all and singular  
the premises in the petition described be and  
the same hereby are quieted as against the  
defendants and it is hereby forever enjoined  
from setting up any claim to said premises or  
any part thereof adverse to the said Benjamin  
Thomas his heirs or assigns thereto with judg-  
ment against defendants for all costs.

Thereupon the defendant gave notice of its  
intention to appeal this cause to the Circuit Court  
and the Court fix the amount of the appeal bond  
at \$200<sup>00</sup>.

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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 Court, 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, Court, on the 19<sup>th</sup> day of May, 1889, James Williams filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John Volkrath Court.

Petition James Williams

Common Pleas Court  
Union County, Ohio.

vs  
5806 John Volkrath

II. Cause of Action: Now comes the said plaintiff James Williams, and for cause of action herein says: That there is due to him from the said John Volkrath, defendant, on the promissory note of the said John Volkrath, the sum of One hundred and four and <sup>93</sup>/<sub>100</sub> dollars, with interest from January 30<sup>th</sup>, 1889, to April 1<sup>st</sup>, 1889, at 6 per cent. per annum and eight per cent. thereafter, of which promissory note the following is a copy with all credits and endorsements thereon.

Copy of \$104 <sup>93</sup>/<sub>100</sub> Marysville Ohio, January 30<sup>th</sup>, 1889.

On or before the 1<sup>st</sup> day of April, 1889, for value received in one Patent Right Sewing Machine, the undersigned promise to pay to James Williams or order at Delaware County Bank One hundred and four <sup>93</sup>/<sub>100</sub> dollars with interest at 6 per cent. per annum from date until due, and eight per cent. thereafter until paid.

And I hereby authorize and empower any attorney-at-law in the State of Ohio at anytime after the above becomes due, with or without process to appear for me in any Court of Record in the said State of Ohio, and confess judgment in favor of the holder hereof, for the said amount, interest and costs against me and to release all errors and writ of errors, and the right of appeal.

Signed - John Volkrath.

That there are no credits or endorsements on said note. That there is due on said note the sum of One hundred and four <sup>93</sup>/<sub>100</sub> dollars with six per cent. interest from January 30<sup>th</sup>, 1889, to April 1<sup>st</sup>, 1889 and eight per cent. until it is paid.

Wherefore plaintiff asks judgment against said defendant in the sum of One hundred and four <sup>93</sup>/<sub>100</sub> dollars.

dollars with six per cent. interest from January 30<sup>th</sup> 1887 to April 1<sup>st</sup> 1889 and eight per cent. thereafter until paid.

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 for the said James Williams; That the said James Williams is a non-resident of said County of Union; That said action is upon a contract in writing, that said written contract is in his (the affiant's) hands, that the facts stated and the allegations made are, as this affiant verily believes, true.

W. W. Merchant.

Sworn to before me and by said affiant subscribed in my presence this 13<sup>th</sup> day of May, 1889.  
R. W. Croy, Clerk.

To the Clerk:

Issue Summons for the defendant John Coltrath to Sheriff of Union County Ohio returnable according to law.

Indorse said writ. Action for Money Only. Amount claimed One hundred and four <sup>2</sup>/<sub>10</sub> <sup>93</sup>/<sub>100</sub> dollars with 6 per cent. from January 30<sup>th</sup>, 1887 until April 1<sup>st</sup>, 1889, and eight per cent. thereafter until paid <sup>2</sup>/<sub>10</sub> for which amount plaintiff will take judgment in case default be made.

W. W. Merchant.

Attorney for Plaintiff.

Afterward, on the 13<sup>th</sup> day of May, 1889,

Summons was issued by the Clerk of Court, to wit:

5806

The State of Ohio,  
Union County, ss

To the County of Union, Sheriff: We command you to notify John Coltrath that he has been sued by James Williams in the Court of Common Pleas of Union County, and that unless he answer by the 15<sup>th</sup> day of June, A. D. 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, and judgment rendered accordingly.

You will make due return of this Summons on the 27<sup>th</sup> day of May, 1889.

Witness my hand and the seal of said Court this 13<sup>th</sup> day of May, A. D. 1889.

Seal

R. W. Croy, Clerk.

Sheriff's Return of said

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Sheriff's Return

And on the 15<sup>th</sup> day of May, 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is, to wit:

Sherriff's Return	\$	30
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Copy		20
Total	\$	130

State of Ohio  
 Union Countyss | Sheriff's Return.  
 Received this writ May 13<sup>th</sup> 1889 at ten o'clock A.M. and served same by leaving a certified copy thereof with the indorsements thereon at the usual place of residence of the within named John Volkrath.

Thomas Martin, Sheriff.

Motion

Afterward, on the 15<sup>th</sup> day of June, 1889, a Motion was filed with the Clerk of Court, to wit:

5806 James Williams  
 vs  
 John Volkrath

Court of Common Pleas  
 Union County Ohio.

Now comes the defendant by his attorney and ask the Court to order the plaintiff to give security for costs he being a non resident of the County of Union.

Kennedy & Volkrath,

Attorneys for Defendants.

Answer

Afterward, on the 15<sup>th</sup> day of June 1889, an Answer was filed with the Clerk of Court, to wit:

5806 James Williams  
 vs  
 John Volkrath

Court of Common Pleas  
 Union County, Ohio.

Now comes the said defendant John Volkrath and by way of answer to plaintiff petition says:

That he admits the signing of the said pretended Patent Note but denies that there was any consideration given for said note, and that said wards given for a patent right were written therein after the same was signed and delivered to plaintiff and without the knowledge or consent of defendant.

Defendant further says by way of answer that said pretended patent right note described in the petition was given in renewal of another note upon which the wards given for a patent right was not prominently and legible written or printed across the face.

Defendant further says: That said original note for which this is a renewal was given for a patent invention known as Miami Fence Machine patent fence. That the wards given for a patent right were not legibly written or printed on the same, and that as a part consideration therefore said patent or patent right vendor was to furnish six machines to the defendant

for manufacturing the same, and that said patentee or vendor of said patent failed and neglected to furnish said machines as agreed and by reason thereof said patent invention was thereby rendered perfectly worthless and of no value to said defendant all of which was well known to the indorsee of said note before the purchase of the same by him.

Defendant denies that said indorsee was an innocent purchaser without notice or that he received the same before due in the usual course of business. Defendant denies that there was any consideration for said note or its renewal.

Defendant therefore prays that he may proceed without delay and recover his costs and expenses.

Witness my hand and seal this 14th day of June, 1889.  
State of Ohio, Union County ss. | *John W. Brodrick*  
Attorneys for Defendant.

*John Volkrath*, being first duly sworn says the facts stated and allegations made are true as he verily believes.

Sworn to and subscribed before me by *John Volkrath* this 14th day of June, 1889.

*John W. Brodrick*  
Notary Public, U. C. Ohio.

Demurrer  
5806 James Williams

vs  
*John Volkrath* | Court of Common Pleas,  
Union County Ohio.

Afterward, on the 28th day of June, 1889, a demurrer was filed with the Clerk of Court. Now comes the said James Williams plaintiff and demurs to the defendants answer herein on the grounds: That the answer does not state of facts sufficient to constitute a cause for defence.

Entry  
5806 James Williams

vs  
*John Volkrath* | *W. W. Merchant, Atty.*  
Journal 15. Page 227.

Afterward, on the 13th day of December, 1889, an entry was made on the Journal by Clerk. This day this cause was to be heard on the demurrer to the answer and the Court being fully advised do sustain said demurrer. And it is further ordered by the Court that the defendants file an amended answer within

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Thirty days from December 13<sup>th</sup>, 1889. To which ruling of the Court the defendant excepts.

Amended Answer

Afterward, on the 11<sup>th</sup> day of January, 1890 an Amended Answer was filed with the Clerk of Court.

5806

James Williams

vs

Court of Common Pleas

John Voltrath

Union County Ohio.

Now comes the defendant and by leave of the Court files this his amended answer.

First Defense: Defendant says he denies the execution of the note set out in the plaintiffs petition.

Second Defense: Not knowing whether the pretended patent right for which this note was claimed to be given was ever patented, he therefore denies that the same was ever patented and was a valid patent at the time of the execution of said note as claimed by the plaintiff.

Third Defense: Defendant further denies that said plaintiff was an innocent purchaser of said pretended note in the usual course of business before due.

Fourth Defense: Defendant says there was no consideration for said pretended note.

Defendant therefore prays that he may go hence without day and recover his costs.

Hebenedy & Voltrath.

State of Ohio.

Attorneys for Defendant.

Union County, ss.

John Voltrath being first duly sworn says the facts stated and allegations made in the foregoing amended answer are true as he verily believes.

John Voltrath.

Sworn to and subscribed before me by John Voltrath this 11<sup>th</sup> day of January, A.D. 1890.

John M. Brodrick,

Notary Public, Union Co. Ohio

Seal

Demurrer

Afterward, on the 28<sup>th</sup> day of January, 1890 a Demurrer was filed with the Clerk of Court, to wit:

5806

James Williams

vs

Demurrer to Amended Answer.

John Voltrath

Now comes the plaintiff, James Williams and demurs to the amended answer of the defendant on the ground that it does not state facts sufficient to constitute a defense.

W. W. Merchant. Atty.

Amended Reply

5806

Afterward, on the 26<sup>th</sup> day of May, 1890, an Amended Reply was filed with the Clerk of Court now James Williams  
vs  
Common Pleas Court  
Union County Ohio  
John Voltrath

Now comes the plaintiff having first obtained leave of Court and files this Amended Reply.

1<sup>st</sup> Plaintiff avers that the defendant John Voltrath did execute sign and deliver to this plaintiff the promissory note sued on in the plaintiffs petition.

2<sup>nd</sup> Plaintiff further says that on or about the ... day of ... 1888 he purchased of one W<sup>m</sup> J Marshall, a certain promissory note, signed by the said John Voltrath defendant in the usual course of trade and being due, and for a valuable consideration and without any knowledge that there was any defense against it and without knowing that it was given for a Patent Right Machine. And when said note was due this plaintiff presented it to the defendant for payment who was utterly unable to pay it but in lieu of the payment of said note as aforesaid, the defendant John Voltrath, executed, signed and delivered to this plaintiff the note sued on in this action. And plaintiff further says that the note sued was not in fact given for any Patent Right Machine or any interest therein, but was given by the said defendant in renewal of his promissory note which he was unable to pay and to which defendant claimed to have no defense.

3<sup>rd</sup> Plaintiff avers that he did not purchase the promissory note set forth in his petition but that the defendant executed signed and delivered the same to him this plaintiff in renewal of his the defendants said note which he was unable to pay when due.

4<sup>th</sup> Plaintiff avers that there was a good and valuable consideration for said note set forth in plaintiffs petition.

Whereupon plaintiff asks judgment against the defendant as prayed for in plaintiffs petition.

W. W. Merchant,

Attorney for Plaintiff.

State of Ohio,  
Union County ss

W. W. Merchant, being first duly sworn says

Motion

5806

Second

Amended Sec on Reply James

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that he is the duly authorized attorney of the plaintiff James Williams, in the premises, that the facts stated and allegations made are, as he verily believe true.

W. W. Merchant

I came to before me, and he the said W. W. Merchant subscribed in my presence this 26<sup>th</sup> day of May 1890.

Seal R. W. Crow Clerk

By W. M. Winget Deputy

Afterward, on the 15<sup>th</sup> day of June, 1890 a Motion was filed with the Clerk of Court, to wit:

5806

James Williams

Or

John Volkrath

Court of Common Pleas  
Union County Ohio.

Now comes the defendant by his attorney and moves the Court to strike the amended reply from the files for want of verification.

Kennedy & Hollenbath

Attorneys for Defendant.

Second Amended Reply

James Williams

Or

5806 John Volkrath

Court of Common Pleas  
Union County Ohio.

Now comes the plaintiff, James Williams and having first obtained leave of Court files this his second amended reply.

1<sup>st</sup>. Plaintiff avers that defendant John Volkrath did execute and deliver to this plaintiff the promissory note sued on in plaintiff petition.

2<sup>nd</sup>. Plaintiff further says that on or about the 15<sup>th</sup> day of 1888 he purchased of one W. J. Marshall a certain promissory note signed by the said John Volkrath, defendant in the usual course of business and before due and for a valuable consideration and without any knowledge that there was any defense against it, and without knowing that it was given for a Patent Right Machine, that when said note was due this plaintiff presented it to the defendant for payment who was utterly unable to pay it and in lieu of the payment of said note as aforesaid the defendant John Volkrath executed signed and delivered to this plaintiff the note sued on in plaintiff's petition, and plaintiff further says that the note sued on in this action was not, in fact given for any Patent Right Machine or any interest therein but was given by the said defend-

ant in renewal of his promissory note as afore-  
said and which he was unable to pay and to  
which defendant claimed to have no defense.

3<sup>d</sup>. Plaintiff avers that he did not purchase the  
promissory note set forth in his petition but  
that the defendant executed, signed and delivered  
the same to him, this plaintiff in renewal of  
his the defendant's said note which he was  
unable to pay.

4<sup>d</sup>. Plaintiff avers that there was a good and  
valuable consideration for said note set forth  
in plaintiff's petition.

Wherefore plaintiff asks judgment against  
the defendant as prayed for in his plaintiff's  
petition.

W. W. Merchant.

Attorney for Plaintiff.

State of Ohio  
Union County ss.

W. W. Merchant, being first duly sworn says  
that he is the attorney for the plaintiff in  
the above entitled action and duly authorized  
that said action is on a contract in writing;  
that said written contract is in his, this affiant's  
possession; that it is an action for money only;  
that James Williamson is a non resident of  
Union County; that the facts stated and allega-  
tions 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 18<sup>th</sup> day  
of June, 1890.

Seal } R. M. Crox, Clerk.

By W. W. Wadjet, Deputy.

Entry

5506 Afterward, on the 20<sup>th</sup> day of June, 1890, an  
Entry was made on the Journal by the Clerk.

James Williams

John Voltrath

Journal's, Page 342

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

- 1<sup>st</sup>. S. R. Burger
- 2<sup>d</sup>. D. H. Anthony
- 3<sup>d</sup>. James Cranstou
- 4<sup>th</sup>. John Gosnell
- 5<sup>th</sup>. A. W. Robinson
- 6<sup>th</sup>. Jacob Bowersmith
- 7<sup>th</sup>. G. P. Trapp
- 8<sup>th</sup>. Henry Worthington
- 9<sup>th</sup>. Wm Longbrake
- 10<sup>th</sup>. Eli Gabriel
- 11<sup>th</sup>. Albert Gardner

and J. D. Boyd who  
were duly impaneled and sworn and thereupon this  
cause came on to be heard on the pleadings and  
evidence, and the said Jury having heard the

evidence  
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Verdict.

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evidence, arguments and charge of the Court retired to their room in charge of the Sheriff for deliberation and say:

Verdict. 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 \$116.<sup>75</sup>/<sub>100</sub>

Attest  
R M Cravy 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, 1897, 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 4<sup>th</sup> day of October, 1888 Andrew Schmelzer filed in the Clerk's Office of the said Court of Common Pleas the following Petition in Error against John E. Harriman Esq.

Petition Andrew Schmelzer Jr  
vs  
Error John E. Harriman Esq. of Estate of Andrew Schmelzer Decd. Court of Common Pleas Union County Ohio Petition in Error.

The said plaintiff says that said Andrew Schmelzer Sr. who is now deceased on the 14<sup>th</sup> day of February, 1887, obtained a judgment against the said plaintiff Andrew Schmelzer Jr. before W. J. Rucher, Mayor of the village of Richmond in said County of Union for \$249.<sup>75</sup>/<sub>100</sub> and for costs in an action wherein said Andrew Schmelzer Sr. was plaintiff and the said Andrew Schmelzer Jr. was defendant. A duly certified copy of the record of the judgment and proceedings in said case is hereto attached marked "A" and made a part of this petition.

Plaintiff says that since the rendering of said judgment said Andrew Schmelzer Sr. has died and the said John E. Harriman has been duly appointed by the last will and testament of said

Andrew Schmelzer Sr, Executor of said estate and said appointment duly confirmed by the Probate Court of said County of Union, and he the said Barnman has accepted said trust and has entered upon his duties as such executor duly qualified according to law.

Plaintiff further says that there is error in said record and proceedings in this Court:

1<sup>st</sup> Said Mayor erred in rendering judgment against the said Andrew Schmelzer Jr. in favor of said Andrew Schmelzer Sr. on said note because said note was payable to the order of Charles Schmelzer and had not been assigned or transferred to the said Andrew Schmelzer Sr. and he was not the owner thereof.

2<sup>nd</sup> Said Mayor erred in rendering judgment on said note in favor of the said Andrew Schmelzer Sr. without any evidence being offered to show that he was the owner of said note, or had any right to bring suit on the same.

3<sup>rd</sup> Said Mayor erred in rendering judgment on said note against Andrew Schmelzer Jr. without any evidence, that he, Andrew Schmelzer Jr. was the maker of the same.

4<sup>th</sup> Said judgment was for the plaintiff, Andrew Schmelzer Sr. and against the defendant Andrew Schmelzer Jr. when by the law of the land it ought to have been for the said defendant and against the said plaintiff.

The said plaintiff Andrew Schmelzer Jr. therefore prays that the said judgment may be reversed and held for nothing and the said plaintiff restored to all things he has lost by reason thereof.

P. R. Herr,  
Attorney for Plaintiff.

State of Ohio,  
Union County, ss.

P. R. Herr, being sworn says he is the attorney for Plaintiff in Error: and that the facts alleged in the petition are within his own personal knowledge and that the same are true as he believes.

P. R. Herr.

Sworn to before me and subscribed in my presence this 6<sup>th</sup> day of March, 1889.

Seal

R. W. Kroy, Clerk  
By W. M. Widgeot, Deputy.

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October 4<sup>th</sup> 1858.

I hereby waive the issuing and service of process in the above action, and enter my appearance herein.

John C. Harriman, Deputor of Andrew Schmelzer Decd

"A" The State of Ohio, | The Village of Richwood  
Union County, ss. | In Mayor's Court.

Andrew Schmelzer Sr. | February 4<sup>th</sup> 1887

vs | Before W. J. Rucker, Mayor.

Andrew Schmelzer Jr. | Amount claimed - \$200<sup>00</sup> & int.

The plaintiff filed his Bill of Particulars which is in substance as follows:  
The plaintiff claims a judgment against the defendant for the sum of \$200<sup>00</sup> with interest from the 1<sup>st</sup> day of January, 1884 on a note of which the following is a copy.

Note. \$200<sup>00</sup> January 1<sup>st</sup> 1884.

Twelve months after date I promise to pay to the order of Charles Schmelzer Jr. Two hundred dollars at eight per cent. interest, for value received.

[Signed] Andrew Schmelzer

February 4<sup>th</sup> 1887, Issued Summons for Andrew Schmelzer Jr. to appear at my office on the 9<sup>th</sup> day of February 1887 at 9 o'clock A.M. and delivered the same to J. W. Richards, Marshal, who made return thereon as follows:

Received this writ February 4<sup>th</sup> 1887 and served the same on the within named Andrew Schmelzer Jr. Fees: - .45  
J. W. Richards.

February 9<sup>th</sup> 1887. It appearing from the above Summons that the same was not legally served for which I adjourn this action till February 14<sup>th</sup> 1887 at 9 o'clock A.M.

February 9<sup>th</sup> 1887, Issued Summons of that date returnable February 14<sup>th</sup> 1887, at 9 o'clock A.M. and delivered the same immediately to J. W. Richards Marshal.

February 14<sup>th</sup> 1887, 9 o'clock A.M. Summons returned indorsed as follows:  
Received this writ Feb. 9<sup>th</sup> 1887, and served the same on the within named Andrew Schmelzer Jr. personally by a certified copy of the same this 9<sup>th</sup> day of February, 1887. Fees: - .70

[Signed] J. W. Richards, Marshal.  
February 14<sup>th</sup> 1887, 9 o'clock A.M. the hour named in the Summons for the appearance and answer

of the defendant, said defendant made default and did not appear nor for one hour thereafter.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of Two hundred and forty nine <sup>3</sup>/<sub>4</sub> <sup>25</sup>/<sub>100</sub> dollars and for costs herein taxed at One <sup>3</sup>/<sub>4</sub> <sup>25</sup>/<sub>100</sub> dollars.

W. J. Rucker, Mayor.

October 3<sup>rd</sup> 1888.

C. Jason Case, successor to W. J. Rucker, as Mayor of said Village of Richmond in the County of Union and State of Ohio, do hereby certify that the Court Docket used by said W. J. Rucker while Mayor of said Village is in my custody and that the foregoing is a true copy of the judgment and proceedings on said docket in the case of Andrew Schmelzer Sr. against Andrew Schmelzer Jr. as found on page 13 of said docket.

In testimony whereof I have this 5<sup>th</sup> day of October, 1888, signed my name and affixed the seal of the Mayor of said Village.

Jason Case, Mayor.

Entry

5646 Entry was made on the 3<sup>rd</sup> day of April, 1889, on

Andrew Schmelzer

Journal 15, Page 17.

John C. Hariman Sec.

This day this cause came on to be heard upon the petition in error of the plaintiff was argued by counsel and submitted to the Court, the Court being fully advised in the premises do find for the plaintiff, and that there is error in the judgment and proceeding of the Mayor before whom said action was tried.

And it is therefore ordered and adjudged by the Court that said judgment in favor of Andrew Schmelzer Sr. against Andrew Schmelzer Jr. be and the same is hereby reversed and set aside and held for naught at costs of the defendant.

It is further ordered by the Court that the defendant pay the cost of this action and this cause is set down for trial in this Court as upon appeal. Defendant accepts.

Petition

5646

Petition of Andrew Schmelzer

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Warrant the Court of the same. July 13<sup>th</sup> 1886. Andrew Schmelzer

Petition

5646

Afterward, on the 7<sup>th</sup> day of August, 1889, a  
 Petition was filed with the Clerk of Court, to-wit:  
 John C. Harriman Exec.  
 of Andrew Schmelzer Sr. decd. | Court of Common Pleas  
 Or. | Union County, Ohio  
 Andrew Schmelzer Jr.

And comes the said John C. Harriman  
 and says: he is the duly appointed and qualified  
 executor of Andrew Schmelzer Sr. deceased. That on  
 or about the 1<sup>st</sup> day of January, 1884 the said Andrew  
 Schmelzer Jr. executed and delivered to Charles  
 Schmelzer his promissory note, a copy of which is  
 hereto attached marked "A" together with the in-  
 documents thereon. There are no credits on said  
 note. That on or about the 13<sup>th</sup> day of July, 1886  
 the said Andrew Schmelzer Sr. became Guarantor  
 on said note for said payee and maker and a  
 copy of said Guaranty is given on the back  
 of the copy "A" hereto attached and made a part  
 hereof. That afterwards by virtue of his obliga-  
 tions as Guarantor he was compelled to and did  
 pay off said note and by virtue of said payment  
 then and there became the owner and holder  
 of the same and was the owner thereof at the  
 time this action was commenced and the same  
 is asset in the hands of said executor.

Wherefore said executor prays judgment  
 against said Andrew Schmelzer Jr. for the sum  
 of two hundred dollars with 8 percent interest  
 thereon from the 1<sup>st</sup> day of January, 1884.

S. S. Ardiner  
 Attorney for Plaintiff.

State of Ohio  
 Union County ss:

John C. Harriman, being duly sworn  
 says he is the executor of Andrew Schmelzer deced-  
 ed; that the facts and allegations in the  
 foregoing petition are as he believes true.

John C. Harriman  
 Sworn to and subscribed before me this  
 day of July, 1889.  
 Seal N. W. Landis, Notary Public.

Notary  
 I guarantee the copy  
 of the same. July 13<sup>th</sup> 1889.  
 Andrew Schmelzer

" \$200<sup>00</sup> January 1<sup>st</sup>, 1884.  
 Twelve months after date, I promise to pay  
 to the order of Charles Schmelzer Two hundred  
 dollars at 8 per cent. interest for value received.  
 Andrew Schmelzer.  
 There are no credits to this note.

Motion

Afterward, on the 27<sup>th</sup> day of November, 1889 a motion was filed with the Clerk of Court.

5646

Andrew Schmelzer

vs

John E. Harriman etc

The defendant John E. Harriman moves the Court for an order striking the petition of the plaintiff from the files for the reason that the same is not verified.

S. S. Gardiner.

Attorney for Defendant

Answer

Afterward, on the 13<sup>th</sup> day of December, 1889, an answer was filed with the Clerk of Court, to wit:

5646

Andrew Schmelzer

vs

John E. Harriman etc

Answer of Andrew Schmelzer

And now comes Andrew Schmelzer Jr and for answer to the petition of John E. Harriman says he denies each and every allegation therein contained except the executorship of said Harriman and therefore asks to go hence with his costs.

P. R. Kerr his Atty.

State of Ohio,

Union County, ss:

P. R. Kerr, attorney for Andrew Schmelzer Jr being sworn says said Andrew is a non resident of Union County Ohio and now absent therefrom, and that he believes the allegations in the foregoing answer to be true.

P. R. Kerr.

Sworn to before me and subscribed in my presence this 13<sup>th</sup> day of December, 1889.

R. M. Croy

Seal

Clerk of Courts.

Motion

Afterward, on the 8<sup>th</sup> day of December, 1890, Motion was filed with the Clerk of Court, to wit:

5646

John E. Harriman etc

vs

Andrew Schmelzer

Court of Common Pleas.

Union County, Ohio.

Plaintiff moves the Court to set aside the findings and judgment in this cause and grant a new trial for the following reasons:

- 1<sup>st</sup> The Court erred in reversing and setting aside the judgment of the Mayor, W. J. Rucker.
- 2<sup>nd</sup> The decision was not sustained by sufficient evidence and is contrary to law.

S. S. Gardiner.

Attorney for Plaintiff

Entry

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John E. Harriman

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Afterward on the 3<sup>d</sup> day of December, 1892 an  
Entry was made on the Journal by the Clerk of Court  
John C. Harriman Esq

Or  
Andrew Schmelzer.

Journal 15: Page 441.

This cause coming on for  
hearing upon the pleadings and evidence was  
submitted to the Court without the intervention  
of a Jury. On consideration whereof the Court  
find on the issue joined for the defendant  
Andrew Schmelzer.

It is therefore considered by the Court that  
the defendant Andrew Schmelzer go hence with-  
out day and recover of the plaintiff John C.  
Harriman, Administrator of Andrew Schmelzer  
deceased, his costs herein expended. To all of  
which the plaintiff accepts. And thereupon gave  
notice of said filed motion to set aside said  
finding and judgment and for a new trial.

And on consideration thereof the Court over-  
ruled said motion, to all of which the plaintiff  
accepts.

Attest  
R M Cravy 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  
State of Ohio before the Court of Common Pleas of the State of Ohio before  
the Honorable John S. Price, Judge of said Court  
of the term of March, to-wit, on the 3<sup>d</sup> day of March  
in the year of our Lord one thousand eight  
hundred <sup>2</sup>/<sub>2</sub> eighty nine.

Be it remembered that heretofore to-wit, on  
the 25<sup>d</sup> day of January, 1892, W. S. W. Caney filed in  
the Clerk's Office of the said Court of Common Pleas  
the following Petition against Elmer Gamble et al.

Petition W. S. W. Caney

Court of Common Pleas  
Union County, Ohio

Or  
5739 Elmer Gamble  
George W. Gamble

First Cause of Action: Now comes  
the plaintiff W. S. W. Caney, and for cause of action  
herein says: That the defendants Elmer Gamble  
and George W. Gamble are indebted to him in  
the sum of One hundred and sixty-two and <sup>50</sup>/<sub>100</sub>

dollars with six per cent interest thereon from November 1<sup>st</sup> 1856 on their promissory note of which the following is a copy with all credits and indorsements thereon, viz:

Copy of \$102.<sup>50</sup> Marysville Ohio June 12<sup>th</sup> 1856.

November 1<sup>st</sup> 1855 after date we promise to pay to the order of W. F. Mc Lanney One hundred and sixty two and <sup>50</sup>/<sub>100</sub> dollars Value received with 6% interest from November 1<sup>st</sup> 1856.

[Signed] Elmer Gamble

George M. Gamble

That there are no credits or indorsements on said note. That there is due this plaintiff on said note the sum of One hundred and sixty two and <sup>50</sup>/<sub>100</sub> dollars with 6% interest from November 1<sup>st</sup> 1856.

Wherefore plaintiff asks judgment for One hundred and sixty two and <sup>50</sup>/<sub>100</sub> dollars with six per cent interest from November 1<sup>st</sup> 1856 and for costs.

W. W. Merchant,

Attorney for Plaintiff.

State of Ohio

Union County ss.

W. F. Mc Lanney being first duly sworn says that the facts stated and allegations made in the foregoing petition as he verily believes, are true.

W. F. Mc Lanney

Sworn to before me by the said W. F. Mc Lanney and by him subscribed in my presence this 26<sup>th</sup> day of January in the year 1859.

J. W. Tilton, Notary Public.

To the Clerk

Issue Summons for Elmer Gamble & George M. Gamble to Sheriff of Union County Ohio returnable according to law. Indorse said writ: Action for Money only. Amount claimed One hundred and sixty two and <sup>50</sup>/<sub>100</sub> dollars with 6% interest from November 1<sup>st</sup> 1856 and in case default be made by said defendant judgment will be taken accordingly.

W. W. Merchant, Attorney for Plaintiff

Summons

5739 Afterward, on the 26<sup>th</sup> day of January 1859 a Summons was issued by the Clerk, indorsed to wit: The State of Ohio

Union County ss. To the Sheriff of said County:

You are hereby commanded to notify Elmer Gamble and George Gamble that they have

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been sued by W. S. W. Lamey in the Court of Common Pleas of Union County, and must answer by the 28<sup>th</sup> day of February, A. D. 1859 or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 8<sup>th</sup> day of February, A. D. 1859.

Witness my hand and the seal of said Court this 26<sup>th</sup> day of January, A. D. 1859. R. M. Lamy, Clerk

And on the 28<sup>th</sup> day of January, 1859 the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows to wit:

State of Ohio		Sheriff's Return.	
Union County.		Received this writ January 26 <sup>th</sup> A. D. 1859, at 10 o'clock A. M. and served same by leaving a certified copy thereof with the indentments thereon at the usual place of residence of the within named defendants on the 29 <sup>th</sup> day of January, 1859.	
Sherriff's Return	\$ 30	Thomas Martin Sheriff	
Adal lefts	5		
Mileage	20		
Copies	40		
Total	\$ 205		

Afterward, on the 19<sup>th</sup> day of March, 1859, an Entry was made on the Journal by the Clerk.

5739 W. S. W. Lamey vs. Elmer Gamble and George Gamble Journal 15, Page 52.

Now comes the plaintiff by his attorney and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true and that he is indebted to the plaintiff in the sum of One hundred and eighty-five and <sup>3/100</sup> dollars.

It is therefore considered by the Court that the said plaintiff W. S. W. Lamey recover from the defendants Elmer Gamble and George M. Gamble the said sum of One hundred and eighty-five and <sup>3/100</sup> dollars and his costs hereon expended taxed at --- \$.

Attest  
R. M. Lamy 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 State of Ohio before the Honourable 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 22<sup>nd</sup> day of February, 1890, George B. Hamilton filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Delmer Ward et al. to wit:

Petitioner George B. Hamilton.

vs

5945 Delmer Ward and  
Mary J. Ward, his wife,  
Board of Supervisors  
of Union County Ohio, to wit:  
C. W. Harriman, Wm. M.  
Klingel, David R. White  
D. H. Pierce, Joseph Robinson  
& Company.

Court of Common Pleas  
of  
Union County, Ohio  
Petitioner.

First Cause of Action: Plaintiff says: On or about the 13<sup>th</sup> day of June, 1889, the defendants Delmer Ward and Mary J. Ward, his wife, executed and delivered to the defendant D. H. Pierce their promissory note, and then and there promised to pay to the said D. H. Pierce or order the sum of one hundred dollars with 5 per cent. interest thereon from date, of which the following is a copy to wit:

Note.

Clairborne, Ohio, June 13<sup>th</sup>, 1889.

Three months after date, I promise to pay Daniel H. Pierce or order, One hundred dollars. Value received with interest at the rate of eight per cent. from date.

\$100<sup>00</sup>.

Delmer Ward

Mary J. Ward.

The following is a copy of the only indorsement on said note to wit: "I hereby waive demand and notice". D. H. Pierce.

There are no credits on said note.

Second Cause of Action:

Plaintiff further says: On or about the said 13<sup>th</sup> day of June, 1889, to secure the payment of said note, said defendants Delmer Ward, and Mary J. Ward, his wife, executed and delivered to said D. H. Pierce their mortgage deed, and thereby conveyed to said D. H. Pierce the

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following described premises, to-wit:

Situated in the Township of Clabourne, County of Union and State of Ohio. Beginning at a stone in the center of the Taylor road and in the North line of Survey N: 6107: thence with said North line N. 73 1/4 E. 47 poles to a stone North-west corner to James Murphy's land: thence with his West line of said land S. 17 1/2 E. 101 7/8 poles to a stake North-east corner to Lewis Cassidy's land: thence with the North line of said land S. 73 1/4 W. 100 1/4 poles to a stake North-west corner to said land in the center of the Taylor road: thence with the center of said road N. 10 W. 101 7/8 poles to the beginning, containing thirty and one half acres (30 1/2) of land.

The following is a copy of the condition contained in said mortgage, to-wit:

Provided always and these presents are upon this condition, that if the said Belmer Ward shall pay or cause to be paid unto the said James H. Pierce the principal and full sum of this certain promissory note executed with even date herewith - calling for One hundred dollars with eight per cent. interest from date, and due in three months from date, then these presents shall be void, otherwise to be and remain in full force and virtue:

On the 15<sup>th</sup> day of June, 1889, at 11.30 o'clock A.M. said mortgage was duly filed with and in the Office of the Recorder of Union County, Ohio, and was by him duly recorded on the 26<sup>th</sup> day of June 1889, in Volume 25, Page 559 of Union County, Record of Mortgages, and is the first and best lien on the premises herein described.

Plaintiff further says: He is informed that the defendants John B. Harrison, Wm. M. Shingel and David R. White, as the Board of Inferiary Directors of Union County Ohio, and Joseph Dickerson & Company of Richmond Indiana claim to have some interest in said premises but he is unable to more definitely set forth the nature and extent thereof excepting that said Joseph Dickerson & Co. claim to have a mortgage on said premises.

Plaintiff is now the legal and bona-fide owner and holder of said note and mortgage which was duly, and for a valuable consideration assigned to him by said W. H. Pierce before due and in the usual course of trade. That said mortgage has become absolute. There is due and owing to

to plaintiff from said Belmer Ward and Mary J Ward as principal makers, and from said W. H. Pierce as indorser, the said sum of One hundred dollars and eight per cent. interest thereon from June 13<sup>th</sup> 1889.

The said Mary J Ward, did by said mortgage relinquish her right and expectancy of dower in said premises.

Wherefore plaintiff prays judgment against said Belmer Ward, and Mary J. Ward as principal maker, and against said W. H. Pierce as indorser for said sum of One hundred dollars and eight per cent. interest thereon from said 13<sup>th</sup> day of June 1889; that said mortgage be foreclosed said premises be ordered to be sold, and the proceeds applied to the payment of said mortgage debt; that said Board of Infermary Directors and Joseph Dickinson & Co. be duly served with summons in this case and required to set up what claim if any they have in said premises or be forever cut off from asserting the same and for all proper relief.

S. S. Gardiner,

State of Ohio,  
Union County, ss:

Attorney for Plaintiff.

George B. Hamilton, being duly sworn says he is the plaintiff in this case and that the facts and allegations in the foregoing petition are true as he verily believes.

Geo. B. Hamilton.

Sworn to and subscribed before me this 20<sup>th</sup> day of February, 1890.

Seal

D. W. Landis, Notary Public.

To the Clerk:

Issue Summons for above defendants to Sheriff of Union County, returnable according to law. Amount claimed \$100<sup>00</sup> and 8% interest from June 13<sup>th</sup>, 1889 and foreclosure of mortgage.

S. S. Gardiner, Atty.

Afterward, on the 22<sup>nd</sup> day of February, 1890.

5945

Summons was issued by the Clerk of Court, to-wit:

The State of Ohio,  
Union County ss

To the Sheriff of said County:

You are hereby commanded to notify W<sup>m</sup> M. Wriget, John O. Warriman and Ward R. White (Infermary Directors) W. H. Pierce and J. W. Dickinson & Co. that they have been sued by George B. Hamilton in the Court of Common Pleas of said

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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 22<sup>nd</sup> day of February A.D. 1890.

R. W. Croy, Clerk

Indorsed: Action for Money; Amount claimed \$100<sup>00</sup> with 8% from June 13<sup>th</sup>, 1884 and Foreclosure of Mortgage.

And on the 28<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, to-wit:

The State of Ohio.		Sheriff's Return.	
Service	8 75		Union County, ss
Mileage	4 80		Received this Writ February 23
Copies	1 00		A.D. 1890, at 10 o'clock A.M. and pursuant
Total	14 55		to its command, I served the same by

delivering a certified copy thereof with the indorsements thereon to each of the within named defendants (except J. W. Dickinson & Co who was not found) on the 24<sup>th</sup> day of February, 1890.

Thomas Martin, Sheriff

Summons Afterward, on the 22<sup>nd</sup> day of February, a Summons was issued by the Clerk of Court, to-wit:

5945 The State of Ohio, Union County, ss To the Sheriff of Madison County:

You are hereby commanded to notify Weldon Ward and Mary J. Ward that they have been sued by George B. Hamilton 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, 1890.

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

Indorsed: "Judgment & Foreclosure of Mortgage." Amount claimed \$100<sup>00</sup> with 8% from June 13<sup>th</sup>, 1884.

And on the 4<sup>th</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:

State of Ohio,		Madison County ss Sheriff's Return.
Service	\$ 45	
Mileage	4 00	
Copy	40	
Return	25	
Total	\$3 10	

Received this Writ February 24<sup>th</sup> A. D. 1890 at 5 o'clock P. M. <sup>9/10</sup> pursuant to its command -- H. B. Converse, being duly sworn says: That he served a copy of the original summons hereto attached by copy <sup>9/10</sup> in person on Delmer Ward and also a copy of same on Mary J. Ward, 1890.

H. B. Converse

Sworn to before me and subscribed in my presence this 1<sup>st</sup> day of March, A. D. 1890.

Howard C. Black

[Seal]

Notary Public.

I hereby appoint H. B. Converse to serve this writ hereto attached on the within named Delmer Ward & Mary Ward.

Benj. Emery, Sheriff

Madison County, Ohio

Answer <sup>2/3</sup> Afterward, on the 21<sup>st</sup> day of May, 1890, the following Answer & Cross Petition was filed with the Clerk of Courts, to wit:

Petitioner George B. Hamilton

vs

Court of Common Pleas  
Union County Ohio.

5945- Delmer Ward et al

1<sup>st</sup>. The defendants John B. Barriman, Wm M. Wingle and David R. White as the "Board of Infirmary Directors of Union County," answer to plaintiff's petition and say that on the 13<sup>th</sup> day of June, 1889 when the said mortgage was executed, said Delmer Ward was a pauper duly admitted as such in the Infirmary of said County, having been so admitted as such pauper some time prior to said date. That said Delmer Ward was, at the date of his admission as such pauper, and the date of the execution of said mortgage, the owner of said tract of land in his own right.

That said mortgage was taken by said W. H. Pierce in the Infirmary building but without the knowledge or consent of either of the defendants or of the Superintendent of said Infirmary.

That on the admission of said Ward as a pauper in said Infirmary, the defendants as such Directors took immediate possession and control of his said tract of land in accordance to the

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Statute in such case provided, and had such possession and control at the time of the execution of said mortgage, and ever since have had and still have the possession and control of said land.

And these defendants deny that plaintiff has the first or best lien on said premises, and deny that plaintiff has any lien on said premises, or is entitled to an order of sale of the same, as against the interest and rights of these defendants in the premises.

III. For second ground of defense these defendants say, that on the 16<sup>th</sup> day of July, 1886, one John Cassady was the owner of said premises and that on said day he mortgaged the same to Joseph J. Dickinson to secure \$300<sup>00</sup> of indebtedness from said Cassady to said Dickinson, evidenced by the promissory note of Cassady for said amount, and that there were attached to said note and also secured by said mortgage certain coupons for the payment of interest on said note, and among other coupons so attached, there was one for \$10<sup>00</sup> dated July 16<sup>th</sup>, 1886, and due and payable on September 1<sup>st</sup>, 1889. This coupon was duly purchased by and assigned to these defendants as such Infirmary Directors, who are the owners of the same.

Said mortgage was duly recorded in Volume 24<sup>th</sup> Page 35 of Union County Ohio Record of mortgages. Said mortgage as to said coupon has become absolute, and there is now due to these defendants upon said mortgage and coupon said sum of \$10<sup>00</sup> with interest at 8 per cent, payable semi annually from September 1<sup>st</sup>, 1889. A copy of said coupon is as follows:

\$10<sup>00</sup> Richmond Indiana, July 16<sup>th</sup> 1886.  
September 1<sup>st</sup> 1889, after date, I promise to pay to the order of Joseph J. Dickinson Ten & <sup>00</sup>/<sub>100</sub> dollars at the Second National Bank at Richmond, with interest at the rate of eight per cent per annum (after maturity payable semi annually) being the <sup>6</sup>/<sub>100</sub> semi annual interest on the note hereto attached of even date herewith, and subject to all the conditions of said note.

[Signed] John Cassady

The defendants aver that this coupon claim is the first and best lien on said premises and ask that the mortgage lien of plaintiff be postponed to that of these defendants, and that on plaintiffs mortgage his relief be refused & denied

And that these answering defendants have an order of sale of said premises to pay said coupon note. These defendants ask all other aid further relief in the premises to which they may be entitled.

Porter & Porter, Attys. for Board of Directors.

William M Wungel, one of the defendants, and the Clerk of said Board makes oath that the facts stated in the foregoing pleading are true as he believes.

W M Wungel.

Sworn to by William M Wungel before me, and signed by him in my presence, this 21<sup>st</sup> day of May, 1890.

Seal } R. W. Croy, Clerk of Courts.

Answer

5945 Afterward, on the 20<sup>th</sup> day of June, 1890 the following answer was filed with the Clerk, to wit: George B Hamilton

vs. Court of Common Pleas, Union County Ohio.

Reiner Ward et al The defendant Joseph J. Dickerson for answer to the petition in the above case says that on July 16<sup>th</sup> 1886 John Cassady was the owner of the premises described in said petition and that on the 16<sup>th</sup> of July 1886 said Cassady duly executed and delivered to said Joseph J. Dickerson a mortgage on said described premises signed by said Cassady and his wife Mariab Cassady to secure the payment of \$300<sup>00</sup> due in five years from the 16<sup>th</sup> day of July, 1886, and also two interest coupon notes thereto attached and subject to the conditions thereof all dated at Richmond Indiana July 16<sup>th</sup> 1886 and due as follows: One for thirteen dollars due March 1<sup>st</sup> 1887; eight for ten dollars <sup>2</sup>/<sub>5</sub> fifty cents each due respectively September 1<sup>st</sup> 1887, March 1<sup>st</sup> <sup>2</sup>/<sub>5</sub> September 1<sup>st</sup> 1888, 1889 <sup>2</sup>/<sub>5</sub> 1890 <sup>2</sup>/<sub>5</sub> March 1<sup>st</sup> 1891, and one for eight dollars due July 16<sup>th</sup> 1891, all signed by said John Cassady and said note is described as follows:

Note " \$300<sup>00</sup> Richmond, Indiana, July 16<sup>th</sup> 1886. Five years after date I promise to pay to the order of Joseph J. Dickerson Three hundred dollars at the Second National Bank, Richmond Indiana. Value received without any relief whatever from valuation or appraisement laws with interest at the rate of eight per cent. per annum

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after maturity payable semi annually and five per cent attorney fees. The Drawers & Endorsers severally waive presentment for payment, protest and notice of protest and non payment of this note. It is expressly agreed that if default be made in 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 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 Cassady

And also five per cent Attorney fees.

Said mortgage was duly recorded July 19<sup>th</sup> 1886 in Union County Record of Mortgages Volume 24. Page 35 which became and still is a valid and subsisting first lien on said premises.

That no part of said note has been paid and the last four of said ten interest coupons are not paid. That one of the interest coupons due March 1<sup>st</sup>, 1890 is due and unpaid. The conditions of said mortgage are as follows:

That if the said John Cassady and Mariah Cassady, his wife, or either of them shall pay or cause to be paid to the said Joseph J. Dickerson the sum of Three hundred dollars and interest thereon as described in a certain promissory note heretofore described.

There is still due the sum of \$300<sup>00</sup> on said note and the sum of \$39<sup>20</sup> on the said coupons and the sum of \$16<sup>27</sup> as 5<sup>7</sup> for Attorney fees, in all the sum of (\$356<sup>47</sup>) and interest at 8<sup>7</sup> from the 1<sup>st</sup> day of March, 1890.

Wherefore the said Joseph J. Dickerson prays that said property may be sold and his said claim be first satisfied out of the proceeds thereof.

W. J. Hoopes

Attorney

State of Ohio  
Union County ss

W. S. Hoopes, being sworn says that he is the attorney of the defendant duly authorized herein, that the defendant is not a resident of this County and that the facts stated in the above petition are as affiants believe true.

W. S. Hoopes.

Sworn to before me and subscribed in my presence by W. S. Hoopes this 26<sup>th</sup> day of June 1890.

R. W. Croy, Clerk of Courts

Seal

By W. M. Mungel, Deputy.

Entry

5945

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

George B. Hamilton

or

Delmer Ward et al

Journal 15, Page 357.

This cause coming on for hearing on the cross-petition of Joseph J. Dickinson defendant the Court find that all defendants had been served with summons in said case and that Delmer Ward is in default for answer or demurrer and from the evidence and pleadings the Court finds the allegations in said cross-petition to be true. And the Court further find that there is due the defendant Joseph J. Dickinson on the note set up in the cross-petition of said Joseph J. Dickinson including interest to the first day of this term and 5% attorney fees the sum of \$356.<sup>47</sup> dollars, and that to secure the payment of said note the mortgage in said cross-petition was executed. The Court further finds that on the 16<sup>th</sup> day of July, 1886 John Cassady was the owner of the premises described in plaintiff's petition, and that on the 16<sup>th</sup> day of July, 1886 said John Cassady duly executed and delivered to said Joseph J. Dickinson a mortgage on said described premises signed by Cassady and his wife Mariah Cassady to secure the payment of the note in said Dickinson's cross-petition described, that said mortgage was upon the same premises as described in the petition, that said mortgage was duly recorded in book 24, page 35 of the Records of Mortgages of Union County and is a good and valid first lien on said premises for the amount so found due to the said Joseph J. Dickinson and that the conditions of said mortgage have been broken. It is therefore considered

Order

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adjudged and decreed by the Court that unless the defendant Delmer Ward shall within 20 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this the costs in this case and to the defendant Joseph J. Dickinson the sum so found due him as aforesaid with interest from the 1<sup>st</sup> day of March 1890 the defendants equity of redemption be foreclosed and said premises sold and that an order of sale issue to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Order of Sale  
 Afterward, on the 4<sup>th</sup> day of October, 1890, an Order of Sale was issued by the Clerk of Court, Court The State of Ohio

Union County so: 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 26<sup>th</sup> day of June 1890 Joseph J. Dickinson obtained a Judgment and Decree against Delmer Ward for the sum of Three hundred and fifty-six <sup>2</sup>/<sub>100</sub> dollars.

And Whereas, it was then and there, by said Court ordered, adjudged and decreed that the said Delmer Ward within 20 days from the 26<sup>th</sup> day of June, A.D. 1890 pay unto the said Joseph J. Dickinson the said sum of Three hundred and fifty-six <sup>2</sup>/<sub>100</sub> dollars with 8 per cent. interest from the 1<sup>st</sup> day of March 1890 and cost aforesaid, and, on default to pay the same, that an Order of sale issue to the Sheriff of said County commanding him to proceed, according to the Statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition to: And Whereas, the 20 days aforesaid have fully expired, and the said sum of Three hundred and fifty-six <sup>2</sup>/<sub>100</sub> dollars, and costs aforesaid, have not been paid, or any part thereof, as appears from record. We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Execution at law, the following lands and tenements, situate in Union County, Claibourne Township, Ohio, to wit:

Beginning at a stone in the center of the Taylor road and in the North line of Surber

N<sup>o</sup> 6107: thence with the said North line N. 73<sup>o</sup> 1/4  
 S. 47 poles to a stone North west corner to James  
 Murphreys land: thence with his West line of  
 said land S. 17<sup>o</sup> 1/2 E. 101<sup>o</sup> 7/10 poles to a stake North  
 east corner to Lewis Cassady's land: thence  
 with the North line of said land S. 73<sup>o</sup> 1/4 W. 49<sup>o</sup> 3/10  
 poles to a stake North West corner to said land  
 in the center of the Taylor road aforesaid:  
 thence with the center of said road N. 16<sup>o</sup> W. 101<sup>o</sup> 7/10  
 poles to the beginning, containing 30 1/2 acres of  
 land.

We therefore command you, that you pro-  
 ceed to carry said order, judgment, and decree  
 into execution agreeably to the tenor thereof,  
 and that you expose to sale the above describ-  
 ed 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  
 our said Court at Marysville this 4<sup>th</sup> day of October  
 A. D. 1890. R. W. Crox, Clerk.

By W. M. Winget, Deputy  
 Sheriff of said County returned said writ to the  
 Clerk's Office in said County, which return is to-wit:

Service	8 30	Union County, ss	Sheriff's Return.
Devy	50	Received this writ the 4 <sup>th</sup> day	
Sunn. Aprs.	1 20	of October A. D. 1890, and on the 8 <sup>th</sup> day	
Suvar.	25	of October A. D. 1890 I called on August	
Convey "	2 00	J. H. Rogers, W. Hopkins and Elias	
Writing April.	30	Kyle three disinterested freeholders	
Copy of "	30	residents of the County, and caused	
Notice to Ptr.	30	the within described real estate to be	
Affidavit " "	30	duly appraised on their oaths; they	
Writing Notice	30	on the same day returned to me	
Mileage	4 00	an estimate of the value thereof,	
Poundage	10 64	(to-wit: \$30 <sup>o</sup> per acre) under their hands	
Return	25	and seals, a copy of which I forthwith	
Total	20 64	deposited with the Clerk of the	
Apprs. Fees	3 00	within named Court.	
Printer's Fees	12 35	Thereupon I caused public	
		notice of the time and place of sale	

Sheriff's  
 Return

Seal }

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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 an 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 15<sup>th</sup> day of November, 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 Jacob Lane for the sum of Seven hundred <sup>25</sup>/<sub>100</sub> nine dollars and twelve cents, 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

George B. Hamilton  
Or

Sheriff's Sale  
Court of Common Pleas  
Union County Ohio.

Delmer Ward 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 November 15<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: Beginning at a stone in the center of the Taylor road and in the North line of Survey N<sup>o</sup> 6107: thence with said North line N 73<sup>1</sup>/<sub>4</sub> S. 47 poles to a stone North-west corner to James Murphy's land: thence with his West line of said land S 17<sup>1</sup>/<sub>2</sub> - E. 101 <sup>7</sup>/<sub>100</sub> poles to a stake North-east corner to Lewis Cassady's land: thence with the North line of said land S. 73<sup>1</sup>/<sub>4</sub> - W. 40 <sup>7</sup>/<sub>100</sub> poles to a stake North-west corner to said land in the center of the Taylor road aforesaid: thence with the center of said road N. 16<sup>1</sup>/<sub>2</sub> - W. 101 <sup>7</sup>/<sub>100</sub> poles to the beginning, containing 30<sup>1</sup>/<sub>2</sub> acres of land

Thomas Martin, Sheriff.

The State of Ohio,  
Union County, ss.

The undersigned being duly sworn says that a copy of the annexed notice was published

for five consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with October 15<sup>th</sup>, 1890.

W. O. Shearn.

Sworn to and subscribed before me this 26<sup>th</sup> day of November, 1890.

Subd R. Mc Croy, Clerk of Courts.

Entry

5945

Afterward, on the 25<sup>th</sup> day of November, 1890, an Entry was made on the Journal to wit: George B. Hamilton vs Delmer Ward et al Journal 15, Page 425-

On motion of the defendant J. Dickinson & Co., and on their producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of the Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, Jacob Lane, by deed according to law the property so sold, the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid therein for the protection of his title and writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgages herein said on to be entered on the record thereof in the Recorder's Office in this County. And the Court further find that the mortgage of G. B. Hamilton is a valid lien on said premises.

And the Court now coming to distribute the proceeds of said sale amounting to \$709.<sup>12</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 \$35.<sup>71</sup>.
- Secondly: The costs of this action taxed at \$61.<sup>62</sup>
- Thirdly: To the defendants the Infirmary Directors on the coupon set up in their answer the sum of \$11.<sup>33</sup>

Petition John

5945

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Fourthly. To the defendant J. Wierinson & Co. the amount heretofore found due them on their mortgage with interest at 8 per cent, to wit: the sum of \$375<sup>76</sup>/<sub>100</sub>.

Fifthly. To the defendants, the Board of Infirmary Directors, the balance due them on their answer and cross-petition, to wit: the sum of \$101.<sup>32</sup>/<sub>100</sub>.

Sixthly. To the plaintiff George B. Hamilton the amount now found due him on his mortgage set up in this case the sum of \$111<sup>40</sup>/<sub>100</sub>.

Seventhly. To the defendant Delmer Ward or his legal representatives the balance remaining in his hands, to wit, the sum of \$- - -.

Attest  
R. M. Gray 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 State of Ohio, in 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.

Be it remembered that heretofore, to wit, on the 15<sup>th</sup> day of May, 1888, John Wagner's Sons filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Charles Perry & Sons

Petition John Wagner's Sons

5995 Charles Perry,  
Sarah J. Perry &  
Daniel Perry

Court of Common Pleas  
Union County Ohio

Plaintiff is a partnership formed for the purpose of and carrying on business in the State of Ohio. The plaintiffs say there is due to them from the defendants Charles Perry and Sarah J. Perry as makers upon the promissory note, a copy of which is hereinafter set forth, the sum of two hundred and forty-nine dollars with interest at 6<sup>7</sup>/<sub>100</sub> per annum from May 3<sup>rd</sup>, 1888. There are no credits nor endorsements on said note of which the following is a copy:

"\$ 249<sup>00</sup> Marysville, Ohio, May 3<sup>rd</sup>, 1888.

Two years after date, we promise to pay to the order of John Wagner's Sons Two hundred & forty-

sum of dollars at 6% interest from date. Value received.

N<sup>o</sup> ... Due ... "Charles Perry" "Sarah J. Perry"

Plaintiffs further say that on or about the 8<sup>th</sup> day of May 1890, after the incurring of said indebtedness to them, the said defendant Sarah J. Perry together with the said defendant Charles Perry who is her husband, with the intent to hinder delay and defraud their creditors of the said Charles Perry and Sarah J. Perry, the following described real estate situate in the village of Marysville Union County, Ohio.

Beginning at a point in the North margin of Fifth Street, twenty feet and eight (8) inches west of the South west corner of the Pivery Stable now owned and occupied by Reed & Buby; thence North parallel with ... Street (formerly East Street) one hundred (100) feet; thence West parallel with Fifth Street twenty (20) feet; thence South parallel with first line one hundred (100) feet; thence with North margin of Fifth Street twenty (20) feet to the beginning, and being parts of Lots N<sup>o</sup> 48 & 37 of said village.

And that said conveyance is void as to the creditors of said Charles Perry and Sarah J. Perry. The title to said real estate was in the name of said Sarah J. Perry at the time said fraudulent conveyance was made, also at the time said promissory note was executed to these plaintiffs.

Plaintiffs further say that the consideration stated in said deed from said Charles and Sarah J. Perry to said Daniel Perry of the above described land was \$1600<sup>00</sup> but plaintiffs are informed and believe and therefore aver that the said Daniel Perry did not in fact pay or agree to pay to said Charles and Sarah J. Perry said sum of \$1600<sup>00</sup> for said property and that the only and real consideration for said conveyance was the cancellation of a mortgage of \$500<sup>00</sup> which said Daniel held thereon, the real value of said property being not less than \$1600<sup>00</sup>, and his, said Daniels, agreement to sell said property and return the proceeds to said Charles & Sarah J. Perry.

Wherefore the plaintiffs ask judgment against the said Charles Perry and Sarah J. Perry for the sum of Two hundred and forty nine dollars with interest from May 8<sup>th</sup>, 1888 at 6% per

Summons 5995

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annum: that the said conveyance, transfer and assignment from said Charles Perry and Sarah J. Perry to said Daniel Perry be declared void and set aside and that all said property be subjected to the satisfaction of the plaintiffs and debt against said Charles and Sarah J. Perry and their other debts as provided by the Statute in such case made and provided; that a Receiver may be appointed to take charge of said property during the pendency of this action; that said Defendants may be enjoined from conveying, selling or encumbering said property and for such other and further relief as they may be entitled to either in law or equity.

Cole & Bales

The State of Ohio,  
Shelby County ss

Attorneys for Plaintiffs.

Ed J. Wagner, being first duly sworn according to law says he is one of the members of the firm of John Wagner's Sons the plaintiffs above named and that the facts stated and allegations contained in the foregoing petition are true.

Ed J. Wagner.

Sworn to and subscribed before me this 15<sup>th</sup> day of May, 1890.

G. A. Marshall,

Notary Public, for Union County Ohio.

To the Clerk:

Issue Summons for Charles Perry, Sarah J. Perry to Sheriff of Union County, and to Daniel Perry is Sheriff of Madison County. Indorsed: amount claimed \$249<sup>00</sup> with interest from May 3<sup>rd</sup>, 1888, to set aside deed, and Equitable Relief.

Cole & Bales

Attorneys for Plaintiff

Afterward, on the 16<sup>th</sup> day of May, 1890, a Summons was issued by the Clerk of Court, indorsed:

Summons

The State of Ohio,  
Union County ss

To the Sheriff of Union County.

5995

You are hereby commanded to notify Charles Perry and Sarah J. Perry that they have been sued by John Wagner's Sons 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 accordingly.

You will make due return of this summons on the 20<sup>th</sup> day of May, A.D. 1890.

Witness my hand and the Seal of said

Court, this 16<sup>th</sup> day of May, A.W. 1890.  
 Seal } R. M. Croy, Clerk  
 Indorsed: Amount claimed \$249<sup>00</sup> with interest from  
 May 3<sup>rd</sup> 1888, and to set aside deed.

Sheriff's Return: And 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 Court which return is as follows

		The State of Ohio	
Sheriff's Return	\$ 45	Union County	Sheriff's Return.
Mileage	32		Received this writ May 16 <sup>th</sup> A.W. 1890
Copy	40		at 10 o'clock A.M. & served same by delivery
Total	\$ 117		of a certified copy thereof with the

indorsements thereon to each of the parties named  
 defendants on the 16<sup>th</sup> day of May 1890.

Summons: Afterward, on the 16<sup>th</sup> day of May, A.W. 1890 a  
 Summons was issued by the Clerk indorsed, to wit:

5995 The State of Ohio  
 Union County vs To the Sheriff of Madison  
 You are hereby commanded to  
 notify Daniel Perry (impleaded with others) that  
 he has been sued by John Wagners Sons in  
 the Court of Common Pleas of Union County, &  
 must answer by the 4<sup>th</sup> day of June, A.W. 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 26<sup>th</sup> day of May, A.W. 1890.

Witness my hand and the seal of said  
 Court, this 16<sup>th</sup> day of May, A.W. 1890.

Seal } R. M. Croy, Clerk.

Sheriff's Return: Indorsed: Amount claimed \$249<sup>00</sup> with interest from  
 Return May 3<sup>rd</sup> 1888, & to set aside deed.

And, on the 27<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:

		The State of Ohio	
Sheriff's Return	\$ 55	Madison County	Sheriff's Return.
Mileage	320		Received this writ May 17 <sup>th</sup> A.W.
Copy	20		1890 at One o'clock P.M. and served same
Total	\$ 395		by handing to the within named

defendant Daniel Perry on May 22<sup>nd</sup> 1890, a true and  
 duly certified copy of this writ with all the  
 indorsements thereon.

Benj. Emery.

Sheriff Madison County

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Answer

Afterward, on the 12<sup>th</sup> day of November, 1890 an answer was filed with the Clerk of Court, to wit:

5095

John Waguer Sons

vs

Separate Answer of Sarah J. Perry

Charles Perry et al

The defendant Sarah J. Perry, by leave of the Court now comes and for her separate answer herein says:

She admits the partnership of the plaintiffs herein, and that herself and husband executed the note described in plaintiffs petition.

This defendant further answering denies that she entered into a combination or conspiracy to cheat, hinder, delay or defraud the plaintiffs herein; and denies that she conveyed the real estate described in plaintiffs petition in the consummation of any fraud of the rights of her own or her husband's creditors or any rights of said plaintiffs. That she denies each and every other allegation contained in said petition not herein specifically denied.

This defendant says that she received no part of the consideration of said note described in plaintiffs petition, and that she was merely the security for her said husband Charles Perry which was at the time of the execution of said note well known to the plaintiffs. That on the 8<sup>th</sup> day of May, 1890, for the consideration of \$1500<sup>00</sup> she conveyed to Daniel Perry the real estate described in plaintiffs petition in good faith and received from said Daniel Perry in consideration of said conveyance in the cancellation of a mortgage made by her to Daniel Perry, - notes and money the full sum of \$1500<sup>00</sup>.

That the consideration of sixteen hundred dollars named in said deed is error. That at the time of said conveyance there was to be transferred to these defendants three notes then owned and held by Daniel Perry for three hundred dollars each with interest, one due in 1891, one due in 1892, and one due in 1893 and signed by Philip Weist & W. L. Holliday and the same were quite soon after said conveyance and before this action was commenced delivered to this defendant by said Daniel Perry.

That said notes were of the full value of the amount of said sums above named. Wherefore this defendant asks to recover her costs herein and for all proper relief.

That said notes were of the full value of the amount of said sums above named. Wherefore this defendant asks to recover her costs herein and for all proper relief.

W. W. Byers  
Clerk of Court

State of Ohio  
Linn County ss

Sarah J. Perry, being first duly sworn, says the facts stated and allegations in the foregoing answer are true as she believes.

Sarah Jane Perry.

Sworn to before me and signed in my presence by the said Sarah J. Perry this 12<sup>th</sup> day of November 1890.

John R. Taylor, J. P.

Answer

Afterward, on the 13<sup>th</sup> day of November, 1890, an answer was filed with the Clerk of Court.

5995

John Wagner's Sons

Separate Answer of Daniel Perry

Charles Perry et al

The defendant Daniel Perry now comes and for his separate answer herein says that he admits the partnership of the plaintiffs herein: He denies that he entered into a conspiracy with his co-defendants or any one else, do cheat, defraud or hinder the collection of the claim of the plaintiffs herein. He denies that the conveyance of the real estate described in the plaintiffs' petition was conveyed to him without consideration and denies each and every other allegation contained in the plaintiffs' petition not herein specifically denied.

This defendant says that the said real estate was conveyed to him by Sarah J. Perry in good faith for the sum in money and notes of \$1500<sup>00</sup>, and that he paid in notes, money and the cancellation of a mortgage owing to him by Sarah J. Perry the said sum of fifteen hundred dollars to the said Sarah J. Perry.

This defendant says that he knew nothing about the claim of the plaintiffs at the time of said conveyance which they set forth in their petition.

Plaintiff says that he cancelled said mortgage and delivered the notes of Philip West and - - - Holliday as described in the separate answer of Sarah J. Perry to the said Sarah J. Perry. That he then parted with all ownership in the same and by the cancellation of said mortgage released all claim to the same. That said conveyance was received by this defendant without fraud and in good faith. Defendant asks to go hence

without

State of Ohio

the following answer

this 12<sup>th</sup> day of November 1890

Reply

5995

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without day and recover his costs herein.

State of Ohio,  
Union County ss.

W. W. Ayers, Attorney for  
Daniel Perry.

Daniel Perry, being first duly sworn says the facts stated and allegations in his foregoing answer are as he believes true.

Daniel Perry.

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

Seal

S. S. Gardiner, Notary Public.

Reply Afterward, on the 27<sup>th</sup> day of November, 1890, a Reply was filed with the Clerk of Court, to wit,

5995 John Wagner & Sons

vs

Court of Common Pleas  
Union County Ohio.

Charles Perry et al

Plaintiffs come and for reply to the answer of Sarah J. Perry says they deny that she was merely security on the note described in the petition and say that she was a principal, and they deny that the conveyance of the real estate described in the petition to Daniel Perry by Sarah J. Perry was in good faith, and they further say that as to the allegation in the said answer that the said Daniel Perry in part payment for said property transferred to said Sarah J. Perry three notes of \$300<sup>00</sup> each signed by Philip Weist and W. L. Holliday they are not informed and therefore deny same and demand that said notes be produced in Court for the inspection of plaintiffs and deny all the other allegations of said answer and ask that relief be granted them as prayed for in the petition.

Cole & Bales

State of Ohio,  
Union County ss.

Attorneys for Plaintiffs

E. J. Wagner being first duly sworn according to law says he is a member of the firm of John Wagner & Sons and that the allegations of the reply are true as he believes.

E. J. Wagner

Sworn to and subscribed this 27<sup>th</sup> day of November, 1890.

Seal

R. Mc Croy, Clerk

By W. M. Winget, Deputy.

Reply

5995

Afterward, on the 27<sup>th</sup> day of November 1890, a Reply was filed with the Clerk of Court.

John Waguer's Sons  
vs  
Charles Perry et al

Court of Common Pleas,  
Union County Ohio.

Plaintiffs for reply to the answer of Daniel Perry say that they deny that the conveyance of the real estate described in the petition by Sarah J. Perry to Daniel Perry was in good faith or for the consideration alleged and as to allegation of defendant that he assigned and transferred to Sarah J. Perry in part payment for said property three notes of \$300 each signed by Philip Weist and.....

Holliday plaintiffs say they are not informed and therefore deny same and deny all the allegations of the petition and asked that the relief prayed for the petition may be granted.

Cole & Bates  
Attorney for Plaintiff

State of Ohio  
Union County ss

Ed J. Waguer, being first duly sworn says he is a member of the firm of John Waguer's Sons plaintiff, and that the facts stated in his reply are true as he believes.

Ed J. Waguer,  
Sworn to and subscribed this 27<sup>th</sup> of November 1890.  
R. W. Crow, Clerk  
By W. M. Whigget, Deputy.

Entry

5995

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

John Waguer's Sons  
vs  
Charles Perry et al

Journal 15<sup>th</sup> Page 43.

This cause came on for hearing on the petition, the answer of Sarah J. Perry, the answer of Daniel J. Perry and the replies of plaintiffs to said answers, and the evidence, the defendant Charles Perry, being in default for answer and demurrer, and was submitted to the Court without the intervention of a jury, and jury being waived on consideration whereof the Court find on the issue joined between the plaintiffs and defendants Charles Perry and Sarah J. Perry on the promissory note described in the petition for the said plaintiffs and find the allegation of the petition confessed as against the defend-

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...ant Charles Perry and that the said defendants Charles Perry and Sarah J Perry are indebted to plaintiff in the sum of \$240<sup>00</sup> with interest at the rate of 6% per annum from March 3<sup>rd</sup> 1888 amounting to \$286<sup>35</sup> November 3<sup>rd</sup> 1890 the first day of this term.

It is therefore considered that the said plaintiffs recover from the said defendants Charles Perry and Sarah J Perry said sum of \$286<sup>35</sup> with interest at 6% from November 3<sup>rd</sup> 1890 together with their costs herein expended to wit \$... And the Court further find upon the pleadings and evidence submitted as stated above that notice of the pendency and prayer of this suit was duly published by the plaintiffs for the notification of the creditors of said Charles J Perry, and that the conveyance of the property described in the petition by Charles Perry and Sarah J. Perry to Daniel Perry was not made or accepted with intent to hinder delay and defraud creditors of said Charles Perry and Sarah J. Perry nor to prefer creditors as the said plaintiffs have in their petition alleged.

It is therefore considered by the Court that the petition be dismissed as to setting aside said conveyance and that the said defendants Charles Perry, Sarah J. Perry and Daniel Perry recover from the plaintiffs, John Wagner's Sons their costs expended in this behalf, to wit \$... to which finding order and judgment as to setting aside said conveyance, the plaintiffs by their counsel except and give notice of appeal and bond fixed at \$100<sup>00</sup>.

Motion for New Trial

John Wagner's Sons vs Charles Perry et al

Court of Common Pleas Lucas County, Ohio

The plaintiffs move the Court to set aside the decision and judgment of the Court herein as to setting aside the conveyance from Charles Perry and Sarah J. Perry to Daniel Perry for the following reasons:

- 1<sup>st</sup> The decision and judgment are not sustained by sufficient evidence and are contrary to law.
- 2<sup>nd</sup> For the several errors of law occurring at the trial and to the commission of each and every of which the plaintiff at the time excepted.
- 3<sup>rd</sup> And for other manifest errors apparent upon

the face of the record.

Cole vs Balle

Advs for Plaintiffs.

Entry

Afterward, on the 28<sup>th</sup> day of November, 1890, an entry was made on the Journal by the Clerk.

5995

John Wagner's Sons

vs

Journal 15. Page 432.

Charles Perry et al

This day the motion heretofore filed herein by the plaintiff for a new trial come on to be heard by the Court, and the Court having heard the argument of counsel, and being fully advised in the premises do overrule said motion, to which plaintiffs except.

And thereupon with the consent given in open Court of the plaintiffs and parties forty days from the close of the present term is granted them to prepare and have allowed and signed their bill of exceptions to be as of the present term and for this purpose the minutes of this term are to be kept open.

Attest

R M 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 R. Price, Judge of said Court of the term of November, 1890, on the 3<sup>rd</sup> day of November in the year of our Lord one thousand eight hundred & ninety.

Be it remembered that heretofore, to-wit, on the 5<sup>th</sup> day of September, 1890, Wylas M. Lee filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Francis D. Lee et al

Petition

Wylas M. Lee

vs

6056

Francis D Lee, Ora C. Amarine, Elizabeth J Lee Emma R Lee, Della Reed, Lolla Reed, Opha Reed, Melia Reed, Charles Reed, Ross Reed, Josie Reed

Court of Common Pleas of Union County Ohio.

Petition.

The plaintiff Wylas M. Lee, a resident of Union County Ohio says he is the owner in fee

simple and entitled to the immediate possession of the undivided one fifteenth part of the 98 1/2 acre tract of land which was assigned to Elizabeth Gabriel as her dower in the John Gabriel, deceased farm situate on Warby creek in Allen Township of said County of Union bounded in the South by Warby Creek, on the West by the pike along the East line of William L Woods farm, on the North by the lands set off to the heirs of Sarah P. Lee, deceased, and on the East by the lands owned by Truman Humber. The said 98 1/2 acre tract was set off to said Elizabeth Gabriel as her dower right to which she had right of possession at her death which occurred the 28<sup>th</sup> day of April 1890.

That Francis W Lee, Ora O. Arbuckle, Elizabeth J. Lee and Emma R. Lee are tenants in common with plaintiff in said real estate and each are entitled to the one fifteenth of same and they are all residents of said County of Union.

That said Della Reed, Botta Reed, Alpha Reed, Charles Reed and Ross Reed and Josie Reed all residents of the County of Union, Ohio are also tenants in common with plaintiff in said real estate and each entitled to one eighteenth part of said premises.

That Josie and Ross are minors under the guardianship of Oford B. Reed. That Della Reed married to Oford B. Reed is also a tenant in common with plaintiff and entitled to the one third of said premises and is a resident of same county.

Therefore plaintiff asks that all of said persons be made defendants herein and that he have an order of partition of said premises and all other proper relief.

Robinson & Woodburn  
Attorney of Plaintiff.

State of Ohio,  
Union County ss.

H. C. M. Lee, being duly sworn says he believes the allegations of the foregoing petition are true.  
H. C. M. Lee

Sworn to before me and signed in my presence.

R. McCrory, Clerk of Courts

To the Clerk:

Issue Summons to Sheriff of Union County returnable according to law (indorse, Petition for Partition of Real Estate), against said defendants.  
Robinson & Woodburn Attys.

Summons

6056

Afterward, on the 5<sup>th</sup> day of September, 1890, a  
 Summons was issued by the Clerk of Court, to wit:  
 State of Ohio  
 Union County ss To the Sheriff of said County.  
 You are hereby commanded to notify Francis  
 W. Lee, Ora O. Sweeney, Elizabeth J. Lee, Emma R.  
 Gee, Delia Reed, Botta Reed, Alpha Reed, Della Reed  
 Charles Reed and Ross Reed and Josie Reed, the  
 latter two minors under care of Alfred R. Reed  
 guardian, that they have been sued by Hylas  
 M. Lee in the Court of Common Pleas of Union  
 County, and must answer by the 4<sup>th</sup> day of  
 October, A.D. 1890, on the petition of the said plain-  
 tiff, which will be taken as true, and judgment re-  
 vered accordingly.

It will appear from return to this  
 summons on the 15<sup>th</sup> day of September, 1890.  
 It bears my hand and the seal of said  
 Court, this 5<sup>th</sup> day of September, 1890.  
 Seal } R. Mc Croy, Clerk.  
 Indorsed: Action for "Partition of Real Estate".

Sheriff

Return the Sheriff of said County returned said writ  
 to the Clerk's Office in said County which  
 return is as follows:

State of Ohio		Sheriff's Return	
Union County ss		Received this writ September 5 <sup>th</sup>	
Ex <sup>o</sup> Return	1 25	A.D. 1890 at 2 o'clock P.M. and served	
Mileage	3 20	same by delivering a certified copy	
Copies (12)	3 00	of this writ with the indorsements thereon to	
Total	8 00	each of the within named defendants. I also	
		delivered a certified copy of this writ with the	
		indorsements thereon to Alfred R. Reed, guardian	
		of Ross Reed and Josie Reed, minors, and he being	
		the person with whom said minors reside, on	
		the 6 <sup>th</sup> day of September, 1890.	
		Thomas Martin, Sheriff.	

Entry

6056

Afterward, on the 21<sup>st</sup> day of November, 1890,  
 an Entry was made on the Journal by the Clerk  
 Hylas M. Lee  
 vs  
 Francis W. Lee et al | Journal 15, Page 421

On motion J. L. Cameron Esq. is  
 appointed guardian ad litem of Josie Reed and  
 Ross Reed, minor defendants who appeared and  
 accepted said appointment and filed his answer  
 herein.

Answer

6056

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Answer

Afterward, on the 21<sup>st</sup> day of November, 1890,  
an Answer was filed with the Clerk of Court.

6056

Keylas M. Lee

vs

Answer of Guardian ad litem

Francis W. Lee et al

Now comes J. L. Cameron, guardian ad litem  
for Josie Reed and Ross Reed, minor defendants  
and answering on behalf of said defendants

That said defendants are minor children  
and have no knowledge of the effect of this pro-  
ceeding and ask the protection of the Court.

J. L. Cameron, Guardian

Entry

Afterward, on the 21<sup>st</sup> day of November, 1890,  
an Entry was made on the Journal by the Clerk.

6056

Keylas M. Lee

vs

Journal 15, Page 422

Francis W. Lee et al

This day came on this cause to be  
heard, whereupon the Court find that the plain-  
tiff is entitled to partition as alleged and it  
appearing to the Court that plaintiff and Ora  
C. Amarine, Francis W. Lee, Elizabeth J. Lee, Emma  
R. Gur are the owners of one third of the land  
in petition described and that Della Reed, Lotta  
Reed, Orpha Reed, Charles Reed, Ross Reed and  
Josie Reed to the one third of said premises  
and Delia Reed wife of Alfred H. Reed is the  
owner of one third of said premises.

And that it is the desire of said parties  
and to the benefit and advantage of said  
parties that the one third belonging to said  
plaintiff, and Ora C. Amarine, Elizabeth J. Lee,  
Emma R. Gur and Francis W. Lee be set off to  
them in one lot and to said Della Reed, Lotta  
Reed, Orpha Reed, Charles Reed, Ross Reed and  
Josie Reed their third part of said land in  
one lot and to said Delia Reed wife of Alfred  
H. Reed her third.

It is therefore ordered by the Court that  
an order of partition issue in this case to the  
Sheriff of this County commanding him by  
the hands of B. H. Griswold, John Harris and  
W. P. Brightler, three disinterested free holders  
of said County, to set off said lands in said  
petition described giving to said Keylas M. Lee  
Francis W. Lee, Ora C. Amarine, Elizabeth J. Lee  
Emma R. Gur, one third of said land, to  
Delia Reed one-third, to Della Reed, Lotta Reed  
Orpha Reed, Charles Reed, Rosa Reed and

Josie Reed, together one third of said premises in value, and report his proceedings to this Court at the present term. Said land is particularly described as follows, to wit: Lot N<sup>o</sup> 10 of 98 acres and 69 poles in Survey N<sup>o</sup> 2979 as set off to Elizabeth Gabriel in a cause in said Court recorded in Volume 13, Page 169 of said Court, beginning at a hewn <sup>3</sup>/<sub>4</sub> buckeye (gone) upper corner on Big Darby Creek to Survey N<sup>o</sup> 2979; thence with the northerly line of said Survey N. 54 <sup>3</sup>/<sub>4</sub> E. 215 poles to a stone and rock; thence S. 35 <sup>1</sup>/<sub>2</sub> E. 73 to a stone and rock; thence S. 54 <sup>3</sup>/<sub>4</sub> W. 214 poles to a honey locust on the bank of said creek; thence up the creek with the meanders thereof to the beginning containing 98 <sup>1</sup>/<sub>2</sub> acres more or less.

Writ of Partition

Upward, on the 23<sup>rd</sup> day of November, 1890. Writ of Partition was issued by the Clerk of Court, State of Ohio

Union County, ss: To the Sheriff of said County, Greeting We command you, that without delay, by the walls of B. H. B. Griswold, C. E. Lincoln and W. P. Brightler you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to wit:

Lot N<sup>o</sup> 10 of 98 acres <sup>3</sup>/<sub>4</sub> 69 poles in Survey N<sup>o</sup> 2979 as set off to Elizabeth Gabriel in a cause in said Court recorded in Volume 13, Page 169 of said Court. Beginning at a hewn <sup>3</sup>/<sub>4</sub> buckeye (gone) upper corner on Big Darby creek to Survey N<sup>o</sup> 2979; thence with the northerly line of said Survey N. 54 <sup>3</sup>/<sub>4</sub> E. 215 poles to a stone and rock; thence S. 35 <sup>1</sup>/<sub>2</sub> E. 73 poles to a stone and rock; thence S. 54 <sup>3</sup>/<sub>4</sub> W. 214 poles to a honey locust on the bank of said creek; thence up the creek with the meanders thereof to the beginning, containing 98 <sup>1</sup>/<sub>2</sub> acres more or less, among the persons named herein, <sup>2</sup>/<sub>3</sub> in the following proportions, to wit:

To Hyblas M. Lee, Francis D. Lee, Ora O. Amrine, Elizabeth L. Lee <sup>2</sup>/<sub>3</sub> Emma R. Lee, One-third part To Delia Reed, One-third part.

To Della Reed, Lotta Reed, Alpha Reed, Charles Reed, Ross Reed, <sup>2</sup>/<sub>3</sub> Josie Reed, together One-third of said premises in value, 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 Hyblas M. Lee, is plaintiff and the said Francis D. Lee et al. are defendants;

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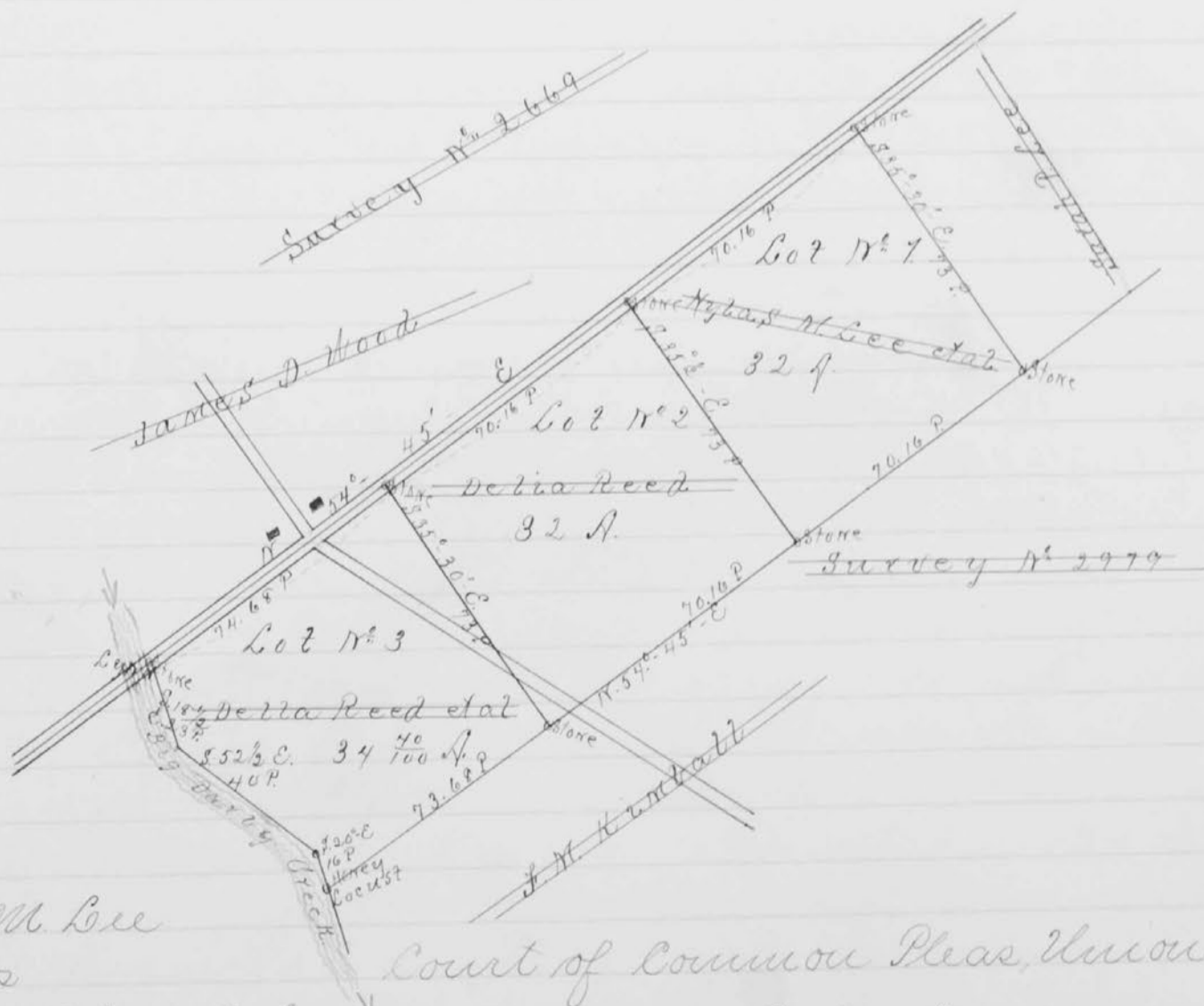
and that your proceedings in the premises you distinctly certify under your hand, to our said Court forthwith.

Witness my name and the Seal of said Court of Common Pleas, at the Court House in Marysville, this 23<sup>d</sup> day of November, 1890.  
 R. M. Croy, Clerk.  
 By W. M. Mudgett, Deputy.

Sheriff's Return

Service	\$ 30
Mileage	3 20
Ex. Writ	1 20
Swear Com.	25
Report of	2 00
Return	25
Total	\$ 7 20
Com. Fee	\$ 3 00

Sheriff's Return  
 As commanded by the foregoing Writ of Partition, I have executed the same by the sales of B. H. B. Griswold, C. C. Bueche & W. P. Brightler causing said partition to be made, as will appear by the report of the Commissioners herewith returned.  
 Given under my hand this first day of December, A. D. 1890.  
 Thomas Martin, Sheriff.



Hylas M. Lee vs Court of Common Pleas, Union County, O.

Commissioner's Report  
 Francis W. Lee et al vs Hylas M. Lee, Francis W. Lee, Ora C. Amrine, Elizabeth J. Lee, Emma R. Lee  
 Lot N. 1, containing 32 acres of land situate in Blue Township, Union County, Ohio, and being part of U. M. Survey, 2<sup>d</sup> 2979.

Beginning at a stone and crockery in the center of the Simball Gravel Road and northwesterly corner of said Lot N. 1; thence with the northwesterly line of said Lot S. 35-30- E. 13 poles to a stone

in the line of F. M. Kimball's land; thence with said Kimball's land line S. 54° 45' W. 70 <sup>1</sup>/<sub>2</sub> poles to a stone north-easterly corner of Lot N<sup>o</sup> 2: thence with the north-easterly line of Lot N<sup>o</sup> 2 N. 35° 30' W. 73 poles to a stone in the center of the said Kimball Gravel Road: thence with the center of said road N. 54° 45' W. 70 <sup>1</sup>/<sub>2</sub> poles to the beginning.

Lot N<sup>o</sup> 2. We assign to Delia Reed Lot N<sup>o</sup> 2 of 32 acres of land situate in Allen Township, Union County Ohio and part of U. M. Survey N<sup>o</sup> 2979.

Beginning at a stone and brick in the center of the Kimball Gravel Road and South-westerly corner of Lot N<sup>o</sup> 1 assigned to Hylas M. Lee et al; thence with the North-easterly line of Lot N<sup>o</sup> 2 S. 35° 30' E. 73 poles to a stone in the line of F. M. Kimball's land; thence with said Kimball's land line S. 54° 45' W. 70 <sup>1</sup>/<sub>2</sub> poles to a stone South-westerly corner of said Lot N<sup>o</sup> 2: thence N. 35° 30' W. 73 poles to a stake and stone in the center of the said Kimball Gravel Road: thence with the center of said Gravel Road N. 54° 45' E. 70 <sup>1</sup>/<sub>2</sub> poles to the beginning.

Lot N<sup>o</sup> 3. We assign to Della Reed, Lotta Reed, Orpha Reed, Charles Reed, Ross Reed and Josie Reed Lot N<sup>o</sup> 3 containing 34 <sup>1</sup>/<sub>2</sub> acres of land situate in Allen Township, Union County Ohio and being part of U. M. Survey N<sup>o</sup> 2979.

Beginning at a stake and stone in the center of the Kimball Gravel Road and North-westerly corner of Lot N<sup>o</sup> 2: thence with the line of Lot N<sup>o</sup> 2 S. 35° 30' E. 73 poles to a stake and stone in the line of F. M. Kimball's land: thence with said Kimball's land line S. 54° 45' W. 73 <sup>1</sup>/<sub>2</sub> poles to a Honey Locust on the bank of Big Darby Creek: thence up the Creek with the meanders thereof N. 20° W. 16 poles N. 52° 30' W. 40 poles: thence N. 18° 30' W. 23 poles to a stake (Lynx gone) in the center of the Kimball Gravel Road: thence with the center of said Gravel Road N. 54° 45' E. 74 <sup>1</sup>/<sub>2</sub> poles to the beginning.

Commissioners Fee (3) 1 day - - \$3<sup>00</sup>  
F. M. Beightler, Chain Carrier 1 day - \$1<sup>00</sup>  
J. W. Wood " " " " 1 " " \$1<sup>00</sup>  
W. P. Beightler, Surveyor, looking up notes, surveying, calculating, Report & \$10<sup>00</sup>  
Total \$15<sup>00</sup>

Comm. Hylas M. Lee  
Report. vs  
Francis D. Lee et al

Court of Common Pleas, Union Co. Ohio

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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 aforesaid. See Page 133.

Given under our hands this 28<sup>th</sup> day of November A. D. 1890.

B. H. B. Griswold }  
O. O. Lincoln } Commissioners  
W. P. Brightler }

Afterward, on the 4<sup>th</sup> day of December, 1890 an Entry was made on the Journal by the Clerk

Entry Hylas M. Lee

Or

Journal 15. Page 447.

6056 Francis H. Lee et al

On motion to the Court by the plaintiff and upon producing the return of the Sheriff and the report of the Commissioners heretofore appointed thereto, and the same having been examined by the Court, and found in all respects correct in conformity to law and the former orders of the Court, the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said parties hold in severally so set off and assigned to each as shown by the Commissioners Report to wit: To Hylas M. Lee, Ora O. Spruine, Francis H. Lee, Elizabeth J. Lee, Emma R. Lee, one-third part Lot N<sup>o</sup> 1 containing 32 acres.

To Della Reed, wife of Alfred Reed, one-third part Lot N<sup>o</sup> 2 containing 32 acres.

To Della Reed, Della Reed, Alpha Reed, Charles Reed, <sup>2/3</sup> Josie Reed <sup>1/3</sup> Ross Reed one-third part being Lot N<sup>o</sup> 3 containing 34 <sup>2/3</sup> acres.

And it is further ordered that the costs of this action including a counsel fee of \$75<sup>00</sup> to Robinson & Woodburn, attorney, for services, to the Clerk of this Court including all the costs in this action taxed \$- --, total costs taxed at \$- -- to be paid by the said parties in the proportions in which the same is assigned to them in the order of partition.

Attest  
R. M. Conroy 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 February term, on the 27<sup>th</sup> day of February in the year of our Lord one thousand eight hundred & eighty-eight.

Be it remembered that, heretofore, to-wit, on the 9<sup>th</sup> day of January, 1888 Emma Walters filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Charles C. Walters.

Petition Emma Walters

vs Court of Common Pleas,  
5474 Charles C. Walters Union County, Ohio

The plaintiff says that she has been a resident of the State of Ohio for more than the year last past and she is now a bona fide resident of said County of Union.

That on or about the 14<sup>th</sup> day of September, 1879 she was married to the defendant at Richmond of said County. There has been born to plaintiff and defendant as the result of said marriage the following named children, to-wit:

Oliver Perry, aged 7 years, and Joseph A. aged 6 years both of whom are with the plaintiff and cared for by her. The plaintiff has always conducted herself as a true and faithful wife.

The defendant regardless of his marital duties has been guilty of habitual drunkenness for more than three years last past.

The defendant has also been guilty of extreme cruelty toward the plaintiff in this, on or about the 10<sup>th</sup> day of November last the defendant kicked and beat the plaintiff and on other days has been guilty of extreme cruelty toward her. By reason of the cruelty of defendant plaintiff has been compelled to separate from him and support herself and her children by her labor and the help of her friends.

The defendant has been guilty of gross neglect of duty in refusing to provide food or clothing for plaintiff or her children.

The defendant has been guilty of gross neglect of duty in refusing to provide food or clothing for plaintiff or her children.

The plaintiff and defendant own a small lot and house partly furnished in Richmond Ohio, the plaintiff put in \$50<sup>00</sup> of her separate means in the purchase of this property and plaintiff and defendant have to the accumulated means to nearly pay the remainder there

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being a mortgage of twenty five dollars and some interest on said property.

The said lot is described as follows: Situate in the County of Union, and State of Ohio and in the Village of Richwood and being all of Lots Nos 287 1/4 288 in Mariotts Addition to said Village.

Plaintiff has no means of her own and the defendant has no other means. The plaintiff prays that she may be divorced from the defendant and the custody of said children decreed to her and that the Court will decree to her said property as alimony or decree to her reasonable alimony and make the same a charge upon said real estate and for all proper relief.

Cameron & Woodburn

To Clerk: Attorneys for Plaintiff. Issue Summons and copy of Petition to Sheriff of Union County returnable according to law. Cameron & Woodburn Attys.

Afterward on the 10<sup>th</sup> day of January, 1888 a Summons was issued by the Clerk of Court, Court

5474

The State of Ohio  
Union County, ss To the Sheriff of Union County  
We are commanded to notify Charles C. Walters that Emma Walters has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him), charging him with neglect of duty and extreme cruelty, and asking that she be divorced from him and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 23<sup>rd</sup> day of January, A.D. 1888.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 10<sup>th</sup> day of January, A.D. 1888.

John L. Burgher, Clerk

And on the 14<sup>th</sup> day of January, 1888 the Sheriff of said County returned said writ to the Clerk's Office in said County which returns as follows:

		The State of Ohio	
		Union County, ss	Sheriff's Return
Service, 3 <sup>1</sup> / <sub>2</sub> P.	\$ 60	Received this writ on the 5 <sup>th</sup>	
Copy	20	day of January, A.D. 1888, and on the 14 <sup>th</sup>	
Mileage 3 <sup>1</sup> / <sub>2</sub> P.	5 1/2	day of January, A.D. 1888, I served the same	
Total	\$ 92		

by handing to Charles B. Walters a true copy thereof with the endorsements thereon, together with a certified copy of the petition.

M. Hopkins, Sheriff.

Entry

5474 Afterward, on the 3<sup>d</sup> day of March, 1888, an Entry was made on the Journal of the Clerk of Court.

Emma Walters

v

Charles B. Walters

Journal 14, Page 399.

This day came the plaintiff by her attorney and submitted this cause to the Court upon the petition and evidence. The Court being fully advised in the premises finds that the defendant has had due and legal notice of this proceeding; that the statement in the petition as to the residence of plaintiff are true; and that the parties were married as then stated and said children were born to them as alleged.

The Court further finds that the defendant has been guilty of habitual drunkenness for more than three years prior to the filing of said petition and that the plaintiff is entitled to be awarded and have alimony as prayed for in her petition, and that all the allegations of said petition are true.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Emma Walters and Charles B. Walters be and the same is hereby dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be confided to the plaintiff, the defendant is enjoined from interfering with the same. And the Court find that the plaintiff is the owner in fee simple of the following described real estate to wit: Situate in the County of Union State of Ohio, being all of lots 28<sup>4</sup> & 28<sup>5</sup> in Marriette's Addition to the Village of Richwood.

It is therefore ordered and decreed that the defendant be forever divested of all and every claim, title or interest by courtesy dower, or otherwise in or to said real estate and that the plaintiff have the same as her reasonable alimony with full power to lease, rent or dispose of the same at her pleasure.

And the defendant is enjoined from interfering in any manner with her right and from sitting

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up any claim of interest in said real estate.

It is further considered by the Court that defendant pay the cost of this proceeding.

Attest  
R M Ermy 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.

Be it remembered that, heretofore, to-wit, on the 21<sup>st</sup> day of February, 1890, Emma Kline filed in the Clerk's office of the said Court of Common Pleas the following petition against Emily Cunningham et al. to-wit:

Petition Emma Kline (formerly Emma M<sup>rs</sup> Mason)  
vs  
Emily J. Cunningham  
and  
Colin Cunningham  
her husband, and  
Geo. B. Hamilton

Court of Common Pleas  
of  
Union County, Ohio  
Petition

The plaintiff says that on the 2<sup>nd</sup> day of April, 1885, one Frank Murphy was the owner of Lots No 20 & 21 in the town of Claiborne, Union County, Ohio, for further description reference is hereby made to the plat of said town recorded in the Recorder's Office in Marysville, Ohio, and that on April 2<sup>nd</sup> 1885 said Frank M. Murphy and Mary E. Murphy, his wife, executed and delivered to the defendant Emily J. Cunningham in certain mortgage deed which was duly executed by the said Frank M. Murphy & Mary E. Murphy, his wife, and filed for record April 20<sup>th</sup>, 1885, and recorded in Volume 2 Page 222 of the mortgage records of Union County, Ohio. Written in said mortgage were the following conditions, to-wit:

Provided always that these presents are upon this condition, that if the said Frank M. Murphy shall pay or cause to be paid unto the said Emily J. Cunningham five promissory notes of even date

herewith executed by him to the said Emily J. Cunningham for purchase money as follows:  
 One Note for \$500<sup>00</sup> due on or before October 1<sup>st</sup> 1885  
 One Note for \$75<sup>00</sup> due on or before April 1<sup>st</sup> 1886  
 One Note for \$500<sup>00</sup> due on or before October 1<sup>st</sup> 1886  
 One Note for \$500<sup>00</sup> due on or before April 1<sup>st</sup> 1887  
 One Note for \$500<sup>00</sup> due on or before October 1<sup>st</sup> 1887  
 all the said notes to bear interest at 6% from date.  
 Now if the said Frank M. Murphy shall pay or cause to be paid to the said Emily J. Cunningham or her assigns when the same shall respectively become due then these presents shall be void otherwise they shall remain in full force & value in law.

Soon after the 2<sup>nd</sup> day of April 1885 the said Emily J. Cunningham sold and delivered to George B. Hamilton the said mortgage and notes secured thereby for a valuable consideration, but by mistake failed to make or cause to be made a written assignment on said mortgage or on the margin of the record thereof.

That the said Frank M. Murphy and wife did on the 28<sup>th</sup> day of August 1885 sell and convey said lots to Henry M. Warner by deed which is recorded in Volume 57 Page 488 of the records of deeds of Lucas County. And the said Henry M. Warner assumed the payment of said notes and mortgage. And afterwards said notes were fully by the said Henry M. Warner and said mortgage and notes were delivered to him by the said George B. Hamilton, but the mortgage was not cancelled for the reason that there had been no written assignment of the same to the said George B. Hamilton from the said Emily J. Cunningham.

On the 12<sup>th</sup> day of February 1890 the plaintiff requested the said Emily J. Cunningham to make such written assignment on said mortgage so it could be properly cancelled by said George B. Hamilton and the same entered of record according to law but she refused and still refuses to make said written assignment or transfer.

Plaintiff says that she purchased said lots from Henry M. Warner for valuable consideration & that the same were transferred to her by deed on the 12<sup>th</sup> day of November 1887 which is recorded in Volume 60 Page 341 of the record of deeds of Lucas County Ohio, and that said mortgage is a cloud on her title and plaintiff asks that the said Emily J. Cunningham be ordered to make such written

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assignment and transfer as well enable the said George B. Hamilton to cancel and release said mortgage on the record as required by law and if the said Emily J. Cunningham refuse to make such transfer within ten days then the Court decree said mortgage void and order the Clerk to cancel the same on the record thereof. And plaintiff asks that she recover from the said Emily J. Cunningham her costs in this action and for all other and further relief to which she is entitled in law or in equity.

Pole & Bales

State of Ohio | Attorneys for Plaintiff.  
Union County ss

Emma Kline, being first duly sworn says that the foregoing facts as set forth in this petition are true as she verily believes.

Emma Kline

Subscribed and sworn to before me this 19<sup>th</sup> day of February, 1890.

J. B. Jolliff

Justice of the Peace.

Affidavit Emma Kline  
for  
Publication Emily J. Cunningham et al.  
State of Ohio  
Union County ss.  
5941

Court of Common Pleas  
Union County Ohio

B. C. Bales, being first duly sworn according to law says he is one of the attorneys of the plaintiff and that service of summons cannot be made in this State on the defendants Emily J. Cunningham and John Cunningham; that their residence is in Bloomfield, Indiana and that the cause is one of those mentioned in Section Five thousand and forty eight of the Revised Statutes of Ohio.

B. C. Bales

Sworn to and subscribed before me this 20<sup>th</sup> day of February, 1890.

Seal } R. McCroy, Clerk of Courts.

Proof of Publication

Legal Notice

Emma Kline  
vs  
Emily J. Cunningham et al  
Court of Common Pleas  
Union County, Ohio

Emily J. Cunningham and John Cunningham, both residing at Bloomfield, Green County, Indiana, will take notice that on the 21<sup>st</sup> day of February, 1890,

Emma Hline, formerly Emma W. Mahou, filed her petition in the Common Pleas Court, Union County Ohio, in case N: 5941 against the above named parties and others praying for the cancellation of a mortgage executed by one Frank M. Murphy and Mary E. Murphy, his wife, to said defendant Emily J. Cunningham, conveying lots N: 20 & 21 in the village of Claiborne, Union County, Ohio, dated April 2<sup>d</sup>, 1885 and recorded in Volume 21, Page 222 of Union County mortgage records, the same having been paid in full, and to quiet the title of said lots in the plaintiff who now owns the same.

Said parties are required to answer on or before the 20<sup>th</sup> day of April, 1890, or judgment may be taken against them.

Printers Fee - 3/12<sup>th</sup>  
 Col. & Bal. Emma Hline.

Attorneys 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 6 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with February 26<sup>th</sup>, 1890.

W. C. Shearer.

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

R. W. Croy, Clerk of Courts.

Seal } By W. M. Hinget, Deputy

Summons

5941

Afterward, on the 19<sup>th</sup> day of June, 1890, a summons was issued by the Clerk of Court, to wit:

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

You are hereby commanded to notify Emily J. Cunningham and John Cunningham her husband (impleaded with others) that they have been sued by Emma Hline in the Court of Common Pleas of Union County, and must answer by the 19<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 30<sup>th</sup> day of June, A. D. 1890.

Witness my hand and the seal of said Court, this 19<sup>th</sup> day of June, 1890.

Seal } R. W. Croy, Clerk.

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And on the 26<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	\$ 80
Mileage	1 00
Copy	50
Total	\$ 2 30

State of Indiana  
 Greene County ss: Sheriff's Return.  
 Received this writ June 20<sup>th</sup> A. D. 1890, at 3 o'clock P. M. and served same by reading to and within the presence and hearing of the within named Emily J. Cunningham and John Cunningham her husband

And by leaving a certified copy of this Summons with and in the possession of said defendants.  
 William B. Chapman, Sheriff  
 Greene County, Indiana

Entry  
 5941

Afterward, on the 3<sup>rd</sup> day of December, 1890 an Entry was made on the Journal by the Clerk.  
 Emma Kline  
 vs  
 Emily J. Cunningham  
 et al  
 Journal 15, Page 442.

This cause came on for hearing on the petition and the evidence the said defendants Emily J. Cunningham, J. M. Cunningham and G. B. Hamilton being in default for answer and demurrer, and was submitted to the Court, on consideration whereof the Court find that the allegations of the petition are confessed to be true by the said defendants. And the Court further find that the said Emma Kline was formerly Emma M<sup>rs</sup> Mahon, that Frank M. Murphy and Mary O. Murphy, his wife, on the 2<sup>nd</sup> of April, 1885 executed and delivered their mortgage deed to secure the payment of the five notes described in the petition and conveying the lots therein described to wit: Lots N<sup>o</sup> 20<sup>th</sup> & 21<sup>st</sup> in the Village of Blairsville Union County Ohio, to the said defendant Emily J. Cunningham; that said Emily J. Cunningham soon after receiving said notes and mortgage April 2<sup>nd</sup>, 1885 sold and transferred the same to said George B. Hamilton, and that said notes have been paid to said George B. Hamilton in full and that the said Emma Kline is now the owner of said lots described in the petition in fee simple as alleged in the petition; and that said mortgage has not been properly cancelled and is a cloud upon plaintiff's title & that she is entitled to have the same cancelled and said cloud removed from her title, and that said mortgage is recorded in Volume 21, Page 222 of Union County Mortgage Records.

It is therefore considered and decreed that said Emily J. Cunningham execute a written transfer of said mortgage to said George B. Hamilton and enter a cancellation thereof on the record of the same within ten days from the date of this decree and in default thereof that this decree operate as such cancellation. And it is further ordered that the Clerk cause satisfaction of the said mortgage to be entered on the record thereof in the office of the Recorder of Union County Ohio at costs of plaintiff.

Attest  
R. M. Gray clerk

Pleas continued and held at the Court House in Mansfield, within and for the County of Union, in the Sixth Judicial District of the State of Ohio before the Honorable John A. Prich, 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 1<sup>st</sup> day of January, 1890, Barbara Hoffroth filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Roland Hoffroth.

Petition Barbara Hoffroth

Court of Common Pleas  
Union County, Ohio.

5906 Roland Hoffroth

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

Plaintiff further says that at the County of Holmes, State of Ohio on the 23<sup>rd</sup> day of October, A. D. 1861 she was lawfully married to defendant whom she prays may be made a party hereto.

Plaintiff further says that she has always conducted herself toward the defendant as a good faithful and obedient wife, yet the defendant dis regarding his marital duties has been guilty of extreme cruelty toward the plaintiff, cursing, swearing and threatening the life of the plaintiff and threatening to wound, beat, and illtreat the plaintiff so that she became afraid of loss of life and great bodily harm.

Plaintiff further says to intimidate and

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frighten and alarm her, the defendant being the owner and in possession of two guns, one rifle and one shot gun and a revolving pistol, went to a neighbor and borrowed another gun and brought it to his house and exhibited it to the plaintiff and kept the same in the house causing the plaintiff great fear, knowing the manner and disposition of the defendant and his force disposition. And plaintiff was compelled to leave her home to protect herself from great bodily harm or the loss of her life.

Plaintiff further says that the defendant is the owner of 200 acres of good land in Union County Ohio, and a large amount of personal property, probably of the value of \$1500. In addition to said real estate said real estate is encumbered for the purchase money of 110 acres of the same leaving 90 acres clear of indebtedness.

Plaintiff says that in the year 1864 she put into a part of this land as part of the purchase money there of \$218.15 of her own money which with its accumulations remain therein. She has also during their coverture purchased with her own means and with her own personal earnings the following personal property, and goods and chattels, to wit: one cow, one bureau, one bed and bedding, dishes for family use, furniture, cooking chairs, carpets and pictures, and heating stove and chairs to the value of about \$130.00 dollars all of which are now in the possession of the defendant.

Plaintiff being fully satisfied that it is impossible to live with the defendant as husband and wife for the reasons above stated as well as many other good reasons not herein enumerated.

Said cruelty and abuse above enumerated has been for more than five years last past.

She therefore prays that upon the final hearing of this petition she be decreed a full complete divorce from the defendant that she be allowed a reasonable alimony from said defendant, and that he be required to account to her for her own means or money with its interest from the date of its investment. And that she be allowed her household goods and chattels or their equivalent in money and for all proper relief in the premises.

J. M. Kennedy,

Attorney for Plaintiff

State of Ohio,  
Union County, ss:

Barbara Hoffroth, being duly sworn, says

The facts and allegations of the foregoing petition are as he believes true.

Barbara Hoffroth

Sworn to and subscribed by the said Barbara Hoffroth before me this the 1<sup>st</sup> day of January, 1890.

A. B. Hollenback

Seal

Notary Public

Waiver

I hereby waive service of process and copy of petition in this case and enter my appearance herein this 2<sup>nd</sup> day of January, A. D. 1890.

Roland D. Hoffroth, by

Gas. S. M<sup>r</sup>. Campbell, his Atty.

Motion

Barbara Hoffroth

vs

Court of Common Pleas

5906

Roland D. Hoffroth

Union County Ohio.

Now comes the plaintiff by her attorney <sup>Q<sup>uo</sup></sup> moves the Court for an allowance of alimony pending said suit, she being wholly without means of support, and without a home in which to live <sup>P<sup>ro</sup></sup> is in great need of means of support and as to carry on her said suit.

J. M. Kennedy

Attorney for Plaintiff.

Notice

Barbara Hoffroth

vs

Court of Common Pleas

5906

Roland D. Hoffroth

Union County Ohio.

The defendant will take notice that the plaintiff will apply to the Hon. John S. Price, Judge of a Common Pleas Court at Court House in Marysville, Ohio, on the 7<sup>th</sup> day of January, A. D. 1890.

Said claim will be for hearing on affidavits and otherwise.

J. M. Kennedy, Atty. for P<sup>l</sup>tf.

Entry

Afterward, on the 15<sup>th</sup> day of January, 1890, an entry was made on the Journal by the Clerk.

5906

Barbara Hoffroth

vs

Journal 15. Page 242.

Roland Hoffroth

On motion of the plaintiff herein, by her attorney, and good cause being shown, it is hereby ordered that she be allowed the sum of Fifty (50) dollars for the support and maintenance of herself during the continuance of this action, and as <sup>Q<sup>uo</sup></sup> for her expenses in conducting this action.

It is, therefore, ordered that the said defendant pay to the said plaintiff, or her attorney J. M. Kennedy, the sum of \$30<sup>00</sup> in ten days <sup>Q<sup>uo</sup></sup> \$30<sup>00</sup> in thirty days from the entry of this order.

Entry

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Entry  
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Afterward, on the 6<sup>th</sup> day of March, 1890 an  
Entry was made on the Journal by the Clerk of Court  
Barbara Hoffroth  
Or  
Roland D. Hoffroth | Journal 15. Page 258

Now came the plaintiff, and the  
defendant having waived the issuing and service  
of summons and a copy of the petition herein.  
Having failed to appear the Court finds him in  
default for answer and demurrer to said petition  
and finds that the allegations thereof are confessed  
by him to be true. The Court also finds that  
the plaintiff, at the time of filing her petition, had  
been a resident of the State of Ohio for one year  
next preceding the same, that the cause of con-  
plaint a hereto were married as in said petition  
alleged.

The Court further finds, upon the  
evidence adduced, that the defendant has been  
guilty of extreme cruelty and that by reason thereof  
of the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the  
Court that the marriage contract heretofore existing  
between the said Barbara Hoffroth and Roland  
D. Hoffroth be, and the same hereby is dissolved,  
and both parties are released from the obligations  
of the same. And it is further ordered and ad-  
judged by the Court that the plaintiff pay the  
costs of this proceeding taxed at --- \$, and interest  
is awarded.

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 Honorable John A. Price, Judge of said Court,  
of the term of November, nowit, on the 3<sup>rd</sup> day of  
November in the year of our Lord one thousand and  
eight hundred and ninety.

Be it remembered that, heretofore, nowit, on  
the 22<sup>nd</sup> day of February, 1889 J. F. Blose filed in  
the Clerk's office of the Court of Common Pleas of  
said County the following Petition against  
W. S. Rogers, nowit:

See next Page.

Petitioner J. D. Blose  
vs  
5759 W. S. Rogers

Court of Common Pleas  
Union County, Ohio

Plaintiff states that the defendant W. S. Rogers is indebted to him by way of a balance on an account, in the shipment of grain in the sum and to the amount of One hundred and twenty  $\frac{3}{4}$   $\frac{5}{100}$  dollars with interest thereon from September 5<sup>th</sup>, 1888, a copy of which account is hereto attached marked "Exhibit A" and made a part of this petition. That said statement of account is just, true and strictly correct and contains all credits. Wherefore plaintiff prays judgment against said defendant W. S. Rogers for said sum of One hundred and twenty  $\frac{3}{4}$   $\frac{5}{100}$  dollars and costs of suit.

State of Ohio,  
Union County ss:

S. S. Gardner

Attorney for Plaintiff

S. S. Gardner, being duly sworn, says he is the attorney of record of said plaintiff duly authorized on the premises: that plaintiff is a non-resident of Union County Ohio and is now absent therefrom, and the facts and allegations in the foregoing petition are true as he verily believes.

S. S. Gardner

Sworn to and subscribed before me this 21<sup>st</sup> day of February 1889. {Seal} W. W. Landes Notary Public

Union, Ohio  $\frac{1}{13}$ , 1888. W. S. Rogers Esq.

An account with J. D. Blose

#29560-804	22 Bu. 3 wh. oats @ \$28 <sup>00</sup>	\$240 43		
Difference	$\frac{3}{4}$ between 372 wh. oats	31 40	\$215 03	
#3081-065	20 Bu. 3 wh. oats @ \$28 <sup>00</sup>	275 20		
Difference	$\frac{5}{8}$ between 372 wh. oats	48 25	226 95	
#2373-922	16 Bu. N.E. & oats @ \$28 <sup>00</sup>	258 30		
Less dif.	$\frac{1}{4}$ between N.E. & $\frac{3}{4}$ wh. oats	57 63	200 67	
#26858-837	18 Bu. 3 wh. oats @ \$28 <sup>00</sup>	233 63		
Less dif.	$\frac{3}{8}$ between 3 wh. $\frac{3}{4}$ & 2 wh.	53 16	180 47	
#37383-922	16 Bu. wh. oats @ \$27 <sup>12</sup>	253 69		
24897-795	" " " @ \$27 <sup>00</sup>	218 65		
37383-695	lbs. short less 1% #295 or 400 lbs.	472 34		
24897-907	" " " #254 or 653 lbs.	9 05	463 29	
Excess freight	# Cars 37383-24897 by billing more than car contained of 1055 lbs. @ .19	2 00		
August 21	Cash on Account	485 00		
" 28	Cash on Account	460 00		
Sept. 3	Cash on Account	250 00		
" 5	Cash on Account	220 00		
" 5	Amount due me to date		130 59	
		\$1417 00	\$1417 00	

To the  
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To the Clerk:

Issue Summons on this petition to Sheriff of Union County returnable according to law. Amount claimed \$120<sup>59</sup> and interest from September 5<sup>th</sup>, 1888.

S. S. Gardner, Atty.

Summons

5759 Afterward on the 22<sup>nd</sup> day of February, 1889, a Summons was issued by the Clerk of Courts.

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

You are hereby commanded to notify W. S. Rogers that he has been sued by J. I. Blose in the Court of Common Pleas of Union County and must answer by the 23<sup>rd</sup> day of March 1889, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 4<sup>th</sup> day of March, 1889.

Witness my hand and the seal of said Court this 22<sup>nd</sup> day of February, A.D. 1889.

Seal } R. W. Croy, Clerk.

Sheriff's Return

And on the 27<sup>th</sup> day of February, 1889, the Sheriff of said County returned said writ to the Clerk's office in said County which returns, to wit:

5759

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

Received this writ February 22<sup>nd</sup> A.D. 1889 at 4 o'clock P.M. and served same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of the within named defendant on the 27<sup>th</sup> day of February, 1889.

Thomas Martin, Sheriff.

Motion

5759 Afterward, on the 20<sup>th</sup> day of March, 1889, a motion was filed with the Clerk of Court, to wit:

J. I. Blose  
vs  
W. S. Rogers  
Court of Common Pleas  
Union County, Ohio

The defendant moves the Court for an order requiring the plaintiff to make his petition more certain by stating the true name of the plaintiff and defendant. Also by setting forth what he claims in intelligent words and figures, to wit: what he means by \$120<sup>59</sup> w.h.o. If he claims any contract between himself and defendant that he set forth the same so that it may be understood; That the plaintiff's petition be reformed by

by stating plaintiff's claim. That the several claims of Difference - Dif & c. be explained.

J. B. Cameron,  
Atty for Defendant.

Entry Afterward, on the 27<sup>th</sup> day of May, 1889, an Entry was made on the Journal by the Clerk of Court.

5759 J. J. Blase  
vs  
W. S. Rogers Journal 15, Page 97

leave granted to plaintiff to file amended petition instanter & same filed.

Amended Petition Afterward, on the 27<sup>th</sup> day of May, 1889, an Amended Petition was filed with the Clerk of Court.

5759 J. J. Blase  
vs  
W. S. Rogers Court of Common Pleas  
Union County, Ohio.

Plaintiff states:

He was at the time of the transactions hereinafter mentioned, and still is engaged in the business of buying and selling grain, and his place of business is located at Urbana, Champaign County, Ohio. That on or about the 18<sup>th</sup> day of August 1888 said plaintiff and defendant entered into an agreement whereby the defendant was to deliver to plaintiff on the cars of the New York Lake Erie & Western Railroad Company at Broadway, Union County, Ohio, a quantity of white oats, - said oats, it was agreed by the parties, should be such as would grade number two (N<sup>o</sup> 2) in New York, and said parties were to be bound by said New York grades and weights, and plaintiff was to pay defendant for the first lot of said oats so delivered the sum of 28<sup>1</sup>/<sub>2</sub> cents per bushel.

On or about the 21<sup>st</sup> day of August, 1888, said defendant delivered at Broadway on car N<sup>o</sup> 29866 of said Railroad Company 867 bushels and 22 pounds of oats, and on car N<sup>o</sup> 3781 of said Company 965 bushels & 20 pounds of oats, and immediately made draft on plaintiff for the sum of \$485<sup>00</sup> which was honored and paid.

On or about the 28<sup>th</sup> day of August 1888, said defendant also delivered on car N<sup>o</sup> 87383 of said Railroad Company at Broadway, oats which he claimed to be 922 bushels and 16 pounds, and on car N<sup>o</sup> 24897 of said Company oats which he claimed to be 795 bushel and 4 pound of oats for which it was agreed he should receive 27<sup>1</sup>/<sub>2</sub> cents per bushel, and

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immediately made draft on plaintiff for the sum of \$400<sup>00</sup> which was also honored and paid by plaintiff.

That on or about the 3<sup>rd</sup> day of September, 1888, said defendant also delivered in car N<sup>o</sup> 2373 of said railroad company at Broadway 922 bushel and 16 pounds of oats for which it was agreed he should be paid the sum of 28 cents per bushel and immediately made draft on plaintiff for the sum of \$250<sup>00</sup> which was also honored and paid by plaintiff.

And on or about the 5<sup>th</sup> day of September, 1888 said defendant also delivered in car N<sup>o</sup> 26858 of said Railroad Company at Broadway, 834 bushel and 12 pound of oats for which it was agreed he should be paid the sum of 28 cents per bushel and immediately made draft on plaintiff for the sum of \$220<sup>00</sup> which was also honored and paid by plaintiff.

Plaintiff further states that he paid in all to defendant for said oats the sum of \$1415<sup>00</sup> as above stated upon the representations made to him by defendant that said oats were of such a quality that they would grade not less than N<sup>o</sup> two in New York, and that they would weigh out the weights claimed by defendant and said oats were shipped out from Broadway direct to New York and plaintiff had no opportunity of inspecting them and relied and was compelled to rely solely upon the representations of the defendant as to the quality and weight of said oats. And said money was all paid to defendant before the report of grades and weights were obtained by plaintiff from New York.

Plaintiff further states that the following were the weights and grades of said cars of oats made in New York: Said car of oats N<sup>o</sup> 29866 graded  $3\frac{3}{4}$  cents per bushel below N<sup>o</sup> two white oats making a difference of \$31<sup>00</sup>; and said car N<sup>o</sup> 3481 of oats graded 5 cents per bushel below N<sup>o</sup> 2 white oats making a difference of \$48<sup>25</sup>; and said car N<sup>o</sup> 87383 was 400 pounds short in weight less than the weight billed by defendant; and said car N<sup>o</sup> 24897 was likewise 653 pounds short in weight making a shortage on said cars amounting to \$9<sup>05</sup>. And there was also charged plaintiff extra freight on account of defendant billing said 1053 pounds more than said cars N<sup>o</sup> 37383<sup>34</sup> 24897 contained the sum of \$2<sup>00</sup>. That said car

N<sup>o</sup> 2373 of oats graded 6 1/4 cents per bushel below N<sup>o</sup> two white oats; making a difference of \$57<sup>03</sup>; and said car N<sup>o</sup> 26858 of oats graded 6 3/8 cents per bushel below N<sup>o</sup> two white oats making a difference of \$53<sup>16</sup>.

Plaintiff states that by reason of the above representations he paid defendant the sum of \$130<sup>59</sup> more than the contract price of said oats and that he is entitled to recover back from said defendant said amount of \$130<sup>59</sup>.

Wherefore plaintiff prays judgment against said defendant for said sum of \$130<sup>59</sup> costs.

S. S. Gardiner

State of Ohio  
Union County ss:

Attorney for Plaintiff

S. S. Gardiner being duly sworn says he is the attorney of above named plaintiff duly authorized in the premises; that said plaintiff is a non resident of Union County, Ohio, and is now absent therefrom and the facts and allegations in the foregoing amended petition are as he believes true.

S. S. Gardiner.

Sworn to and subscribed before me this 22<sup>d</sup> day of May, 1889.

Seal } D. W. Dauder, Notary Public

Answer  
Afterward, on the 18<sup>th</sup> day of November, 1889 an answer was filed with the Clerk of Court, to wit:

0759 J. D. Blose

As Court of Common Pleas  
W. S. Rogers Union County Ohio

The said defendant for answer to the plaintiffs amended petition says:

That he denies each and every allegation and averment therein contained except as hereinafter admitted.

The defendant says: that from the 18<sup>th</sup> day of August, 1888 to the 3<sup>rd</sup> day of September 1888, he sold and delivered to the plaintiff at Broadway 5309 bushels and 12 pounds of oats at an agreed price of \$487.<sup>26</sup> and that the plaintiff has paid thereon only \$145<sup>00</sup> leaving a balance due defendant of \$72<sup>26</sup> for which with interest he is entitled to judgment.

Defendant says that said oats were sold to the plaintiff by sample and the place of delivery was Broadway Ohio, and that the oats delivered were the same or better than the sample.

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Exhibit  
"A"

A statement of the account between the said plaintiff and defendant is hereto attached marked Exhibit "A" and made part hereof.

For a second and further defense the defendant says: That on the 2<sup>nd</sup> day of February, 1886 the defendant sold and delivered to the plaintiff 900 bushels of corn at 35<sup>1</sup>/<sub>2</sub> cents per bushel and the plaintiff paid thereon \$32<sup>17</sup>/<sub>2</sub> and in more leaving a balance due defendant thereon of \$6<sup>12</sup>/<sub>2</sub> which he claims with interest from February 2<sup>nd</sup> 1886. A statement of the account for said sales is hereto attached marked "B" and made part hereof.

Wherefore defendant asks judgment against said plaintiff for said sum of Seventy-eight dollars and thirty-four cents with interest on \$6<sup>12</sup>/<sub>2</sub> from February 2<sup>nd</sup> 1886 and interest on \$72<sup>26</sup>/<sub>2</sub> from September 3<sup>rd</sup> 1888 and for all proper relief.

J. D. Cameron,

State of Ohio,  
Union County ss

Attorney for Defendant.

W. S. Rogers, being first duly sworn says the facts stated and allegations made in the foregoing answer are true as he believes.

W. S. Rogers.

Sworn to before me and signed in my presence this 18<sup>th</sup> day of November, 1889.

R. W. Croy, Clerk

By W. M. Winget, Deputy.

Seal

Broadway, Ohio, November 13<sup>th</sup>, 1889.

J. D. Bloss,

In Account with W. S. Rogers.

1888	Aug.	18	To 873 bu. oats @ \$28 <sup>1</sup> / <sub>2</sub>	2448 80		
	"	"	" 973 <sup>1</sup> / <sub>6</sub> bu. oats @ \$28 <sup>1</sup> / <sub>2</sub>	277 44		
	"	"	By Draft		485 00	
	"	25	To 922 <sup>1</sup> / <sub>6</sub> bu. oats @ \$27 <sup>1</sup> / <sub>2</sub>	253 68		
	"	27	" 775 <sup>1</sup> / <sub>4</sub> bu. oats @ \$27 <sup>1</sup> / <sub>2</sub>	218 04		
	"	"	By Draft		460 00	
	Sept.	1	To 920 <sup>1</sup> / <sub>2</sub> bu. oats @ \$28	257 01		
	"	1	By Draft		250 00	
	"	3	To 825 <sup>1</sup> / <sub>6</sub> bu. oats @ \$28	231 09		
	"	"	By Draft		220 00	
				\$1487 26	\$1415 00	
				1415 00		
			Balance	\$72 26		

Exhibit

"A"

Exhibit

Broadway, Ohio, November 16<sup>th</sup> 1889.

J. D. Bloze

In Account with W. S. Rogers

Feb.	2	To 200 bu. corn @ 35 1/2	207.00		
		By Cash		277.92	
			277.92		
		Balance	\$6.08		

Afterward, on the 22<sup>nd</sup> day of February, 1890 a Reply was filed with the Clerk of Court, Court:

J. D. Bloze

vs Court of Common Pleas, Union County Ohio.

Plaintiff for reply to the second defense of said answer says:

He admits that he purchased some corn of defendant at about the time stated in said answer, and defendant was to load car to its full capacity, to wit: 24,000 pounds, but failed to do so, and said car was short in weight, and by reason thereof plaintiff was compelled to pay freight in excess of the amount actually shipped to the amount claimed in said second defense, to wit, the sum of \$6.<sup>00</sup>. Plaintiff denies that he is indebted to the defendant in any amount and prays judgment as in the petition.

S. S. Gardiner

Attorney for Plaintiff

State of Ohio

Union County ss

S. S. Gardiner, being duly sworn says he is the attorney of above named plaintiff duly authorized in the premises: that said plaintiff is a non resident of Union County, Ohio and is now absent therefrom and he believes the facts and allegations in the foregoing petition are true

S. S. Gardiner.

Sworn to and subscribed before me this 21<sup>st</sup> day of February, 1890.

D. W. Dandee

Notary Public.

Entry

Afterward, on the 13<sup>th</sup> day of November, 1890, an Entry was made on the Journal by the Clerk

5759

J. D. Bloze

vs Journal 15, Page 413. W. S. Rogers

This day came the parties by their attorneys also came the following named persons as Jurors to wit; 1<sup>st</sup>. Joseph Powell, 2<sup>nd</sup>. Oscar Murphy, 3<sup>rd</sup>. Charles

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Jacobs, 4". Arthur Flester, 5". Ruben Poling, 6". David Skidmore, 7". W<sup>m</sup> M<sup>r</sup> Mannis, 8". J. O. M<sup>r</sup> Cune, 9". George Smallwood, 10". B. F. Norris, 11". N. Farnum, 12". Robert Maskill, 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, the Jury retired to their room, in charge of the Sheriff, for deliberation. And now comes said Jury into open Court with their verdict in writing, signed by their foreman and say:

Verdict. We, the Jury, being duly impaneled, 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 \$153.<sup>27</sup> Benjamin F. Norris, Foreman. Dated November 13<sup>th</sup> 1890.

Motion

Afterward, on the 14<sup>th</sup> day of November 1890, a motion was filed with the Clerk of Court, to wit: J. D. Blose

vs. Motion for New Trial. W. S. Rogers

The defendant moves the Court to set aside the verdict of the Jury and grant a new trial in this case and for cause of his motion says:

1<sup>st</sup> There was irregularity in the proceedings of the plaintiff, in this that said plaintiff gave evidence to the Jury pretending to know the fact upon which he testified whereas in truth he had no personal knowledge of said fact. He also in answer to a question put to him by his counsel to state what the contract was between him and his counsel proceeded to give oral testimony in regard to the same, whereas it turned out that whatever contract he made was in written correspondence which he did not produce or account for.

2<sup>nd</sup> There was irregularity and misconduct on the part of the plaintiff in this, that in the argument to the Jury his counsel in closing the argument for him referred to, claimed and insisted upon said incomplete testimony being considered by the Jury.

3<sup>rd</sup> The verdict of the Jury is not sustained by the evidence, but is against and contrary to the weight of the evidence.

4<sup>th</sup> The verdict of the Jury is contrary to law

5<sup>th</sup> There was error of law occurring at the trial

and accepted by the defendant.  
 6. There was accident and surprise, which ordinary prudence could not have guarded against in this; In answer to a question as to the contract between him and the defendant said plaintiff proceeded to state the same, and it did not appear at the time that he was stating what he claimed to have written to defendant and defendant was thereby prevented from objecting; and when it afterwards turned out that he had been stating the content of writings not in Court the defendant was prevented from giving evidence on the same subject.

7. There was misconduct of the jury in disregarding the charge of the Court, and in considering the said incomplete testimony.

8. The verdict is excessive.

J. L. Cameron

Attorney for Defendant.

Entry

Afterward, on the 4<sup>th</sup> day of December 1890 an Entry was made on the Journal by the Clerk

5759

J. I. Bloss

vs  
 W. S. Rogers

Journal 15. Page 445.

This day this cause came on to be heard on the motion of the defendant to set aside the verdict heretofore returned herein and grant a new trial, it was argued by counsel and submitted to the Court, on consideration whereof the Court overrule the same. To all of which rulings and decisions the defendant then excepted.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover from the defendant the sum of \$103 <sup>2</sup>/<sub>100</sub> and his costs herein expended taxed \$ and that execution issue therefor.

Attest

R. M. Erny 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 Honourable John R. 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 <sup>9</sup>/<sub>100</sub> ninety

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Be it remembered that, heretofore, to wit, on the 31<sup>st</sup> day of January, 1890, Anna Knock filed in the Clerk's Office of the said Court of Common Pleas the following Petition against W. D. Degood et al.

Petitioner Anna Knock

vs  
5926 W. D. Degood, Almedia  
J. Degood, his wife, Joseph  
Kawin, Joseph Dickerson

Court of Common Pleas  
of  
Union County, Ohio.

The plaintiff says that there is due to her from the said defendant W. D. Degood on the promissory note of said W. D. Degood the sum of \$225<sup>00</sup> with interest thereon from August 31<sup>st</sup>, 1885 at the rate of eight per cent. per annum payable semi-annually of which promissory note the following is a copy with all the credits and endorsements thereon, to wit:

" Magnetic Springs Ohio August 31<sup>st</sup>, 1885.  
" On or before one year after date I promise  
" to pay Joseph Kawin, or order Two hundred and  
" twenty-five dollars, value received with interest  
" at 8% from date per annum payable semi-  
" annually.

" W. D. Degood "

The following credits are on said note.  
February 23<sup>rd</sup>, 1888. credit by corn and other things  
in all - \$6.<sup>00</sup>

January 10<sup>th</sup>, 1889. Interest in corn \$7.<sup>15</sup>

July 2<sup>nd</sup>, 1889. Received on within \$8.<sup>00</sup>

Said note is endorsed on the back as follows: "I sign within note over to Anna Knock."  
" Joseph Kawin "

And to secure the payment of said promissory note according to the tenor and effect thereof the said W. D. Degood together with his said wife the defendant, Almedia J. Degood, duly executed and acknowledged and delivered to the said Joseph Kawin, the said Almedia J. Degood joining with her said husband in the granting part, the signing and acknowledgment thereof their certain mortgage deed bearing date on the 31<sup>st</sup> day of August 1885, and thereby conveyed to the said Joseph Kawin in fee simple, freed from all rights including that of dower of said Almedia J. Degood in and to the same the following described lands tenements and hereditaments, situate in Leesburg Township Union County, Ohio. to wit:

Part of Survey N: 3696 and bounded and described as follows: Being situate in the village

of Maguire Springs and bounded on the North by Park Avenue and land recently conveyed to C. Blau; and on the West by same lands; and on the South by South line of village corporation and on the East by Degood street in said village containing about 2 acres of land on which stands Degoods house and barn.

Said mortgage deed was delivered to the Recorder of said County for record, according to law on the 31<sup>st</sup> day of August 1885 at 3 o'clock P. M. <sup>2/2</sup> was duly recorded in Mortgage Record Vol. 21, Page 288. Said Joseph Bawn duly assigned said note and mortgage to the plaintiff on the 18<sup>th</sup> day of August 1887.

The said mortgage has a condition thereunder written as follows: "Provided always that these presents are upon this condition that if the said Nathaniel D. Degood shall pay or cause to be paid unto the said Joseph Bawn (his heirs or assigns) his certain promissory note of even date herewith and calling for two hundred and twenty-five dollars, due on or before one year from date with interest at 8% from date per annum payable semi-annually then these presents shall be void otherwise to remain in full force and virtue.

The said Nathaniel D. Degood is the same as N. D. Degood and he has wholly failed to pay said promissory note or any part thereof except the credits above stated though the same is past due wherefore said deed of mortgage has become absolute.

And the plaintiff further says that Joseph Dickenson, Joseph Baine claim to have some lien upon or interest in said premises but plaintiffs said mortgage is the first and best lien thereon and she asks that said defendants Joseph Dickenson and Joseph Bawn be compelled to set up their said liens or be forever cut off from asserting the same.

Wherefore plaintiff asks judgment against the said N. D. Degood for \$225<sup>00</sup> with interest thereon at the rate of 8% per annum payable semi-annually from August 31<sup>st</sup> 1885, less credits as follows: February 23<sup>rd</sup> 1888 \$6.<sup>00</sup>; January 10<sup>th</sup> 1889 \$7.<sup>00</sup>; July 2<sup>nd</sup> 1889 \$8.<sup>00</sup>; that said premises be sold as upon execution to satisfy plaintiffs said mortgage indebtedness from said N. D. Degood and the judgment by plaintiff so to be obtained; that the respective rights, liens and claims of the plaintiff and of Joseph Dickenson and Joseph Bawn be marshaled and determined by the Court and for costs and all proper relief.

Cole & Bates, Attys.

State of Illinois  
County of Cook  
In and for the County of Cook  
I, the undersigned  
Judge of said County  
do hereby certify that  
the within and foregoing  
is a true and correct  
copy of the original  
filed in my office  
this 18<sup>th</sup> day of August  
1887.  
James H. Seal,  
Judge of said County.  
Summons  
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State of Ohio  
Union County ss

Edward B. Cole, being first duly sworn says he is a member of the firm of Cole & Bales, attorneys for plaintiff, duly authorized herein, that above pleading is founded on an instrument for the payment of money which instrument is now in affiant's possession, and that the facts stated in the above pleading are as affiant believes true  
Edward B. Cole.

Sworn to and subscribed before me this 31<sup>st</sup> of January, 1890.

Seal R. McCrory, Clerk of Courts.

To the Clerk:

Issue Summons for N. D. Degood, Almeda Degood and Joseph Dickinson returnable according to law, endorsed foreclosure of mortgage and judgment. Amount claimed \$225<sup>00</sup> with interest at 8% per annum from August 31<sup>st</sup>, 1885 payable semi-annually.

Cole & Bales, Attys.

Summons

5926

Afterward, on the 31<sup>st</sup> day of January, 1890, a summons was issued by the Clerk of Court, to wit:

The State of Ohio  
Union County ss

To the Sheriff of Union County:

You are commanded to notify N. D. Degood Almeda J. Degood, his wife, and Joseph Dickinson that they have been sued by Annie Snook 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 Court 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. D. 1890.

Witness my hand and the seal of said Court, this 31<sup>st</sup> day of January, A. D. 1890.

Seal

R. McCrory, Clerk of Courts

Endorsed: Action for Judgment & Foreclosure of Mortgage. Amount claimed \$225<sup>00</sup> with 8% from August 31<sup>st</sup>, 1885 interest payable semi-annually.

And on the 10<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 to wit:

State of Ohio  
Union County, ss

Sheriff's Return

Received this writ January 3<sup>rd</sup> A. D. 1890, at 10

Service	\$ 45	clock	4 M	and pursuant to the command
Mileage	3 25			I served the same by delivering a certified
Copy	40			copy thereof with the endorsements thereon
Total	\$ 700			to each of the within named defendants

on the 5 day of February 1890.

Thomas Martin, Sheriff

Entry

Afterward, on the 20<sup>th</sup> day of March, 1890, an entry was made on the Journal by the Clerk of Court

5926

Annie Knock vs

Journal 16. Page 287.

N. W. Begood et al

This cause now coming on for hearing on the petition of the plaintiff Annie Knock and the evidence, the Court find that the defendants N. W. Begood, Almudia J. Begood and Joseph Bawn have been duly served with summons in this case and the defendant Joseph Dickinson has waived the issuing and service of summons and entered his appearance herein 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 N. W. Begood on the promissory note set forth in the petition with interest to the date of this decree March 15<sup>th</sup>, 1890, the sum of Two hundred and ninety-six <sup>24</sup>/<sub>100</sub> <sup>53</sup>/<sub>100</sub> dollars.

The Court further find that in order to secure the payment of said note the defendants N. W. Begood and Almudia Begood, his wife, executed and delivered to said Joseph Bawn, who duly assigned the same to plaintiff, their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Book 21, Page 288 of the Records of Mortgages of Union County. This and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant N. W. Begood the said sum of Two hundred and ninety-six <sup>24</sup>/<sub>100</sub> <sup>53</sup>/<sub>100</sub> dollars with interest at 8% per annum payable semi-annually from March 15<sup>th</sup>, 1890, and his costs herein expended.

And it is further adjudged and decreed that unless the defendant N. W. Begood shall within two days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum

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so found due as aforesaid with interest from the 15 day of March 1890, at 5% per annum payable semi-annually. 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, Ohio, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Attest  
R M Brown clerk

It was continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John H. 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 21<sup>st</sup> day of April, 1890, Allie Middleton filed in the Clerk's Office of the said Court of Common Pleas the following Petition against O. F. Middleton

Petition Allie Middleton

vs

5970 O. F. Middleton

Court of Common Pleas  
Union County Ohio.

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

That on or about the 3<sup>rd</sup> day of July, 1875 she was married to the defendant. That Clayton Ross Middleton was the only child born of said marriage and who is now 13 years old.

The defendant has, in disregard of his marital duties for more than three years last past been wilfully absent from plaintiff.

Defendant for more than 10 years last past has failed to provide for plaintiff in any way and wilfully neglected to furnish her with the common necessaries of life and she has been compelled to depend on her own exertion and the charity of friends.

Wherefore plaintiff prays that she may be divorced from the defendant and may be restored to her maiden name Allie Kingel and be decreed the custody of said child and such other relief as is proper.

W. F. Hoopes, Atty. for Plff.

To the Clerk:

Issue Summons on the above party, directed to the Sheriff of Lucas County, Ohio, indorsed action for divorce, returnable according to law.

W. F. Hoopes, Atty.

Summons

Afterward, on the 21<sup>st</sup> day of April, 1890, a Summons was issued by the Clerk of Court indorsed, to wit:

5970

The State of Ohio,  
Union County ss

To the Sheriff of Lucas County:

You are commanded to notify O. F. Middleton that Allie Middleton has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him) charging him with wilful absence & asking that she be divorced from him, and that she be restored to her maiden name and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 5<sup>th</sup> day of May, A. D. 1890.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 21<sup>st</sup> day of April, A. D. 1890.

Seal

R. M. Croy, Clerk.

Sheriff's

Return

And on the 6<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:

5970

Service	\$ 60
Copy	24
Mileage	1 60
Docket	10
Return	16
Postage	4
Total	\$ 2 74

Received 10 o'clock A. M. on the 22<sup>nd</sup> day of April, A. D. 1890, and on the 5<sup>th</sup> day of May, 1890 I served the same by delivering to O. F. Middleton a true and certified copy of this writ and of the indorsements together with a copy of the petition in divorce which accompanied this writ.

John B. Stuart, Sheriff.  
C. E. Qual, Deputy.

Entry

5970

Afterward, on the 17<sup>th</sup> day of June, 1890, an Entry was made on the Journal by the Clerk of Court.

Allie Middleton

Journal 15, Page 335-

O. F. Middleton

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer and demurrer. And the Court having heard all the proofs and evidence produced by the plaintiff, and the arguments of counsel, and being fully advised in the premises doth find that

Petition

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The said defendant O. F. Middleton is guilty of wilfull absence and has for the 10 years last past failed to provide for plaintiff in any way, and wilfully neglected to furnish the common necessaries of life, and that all and singular the facts alleged in the petition are true.

Whereupon, by reason of aggressions on the part of the said O. F. Middleton the said Allie Middleton is hereby granted an absolute divorce from her said husband and the said marriage between them annulled.

It is ordered and adjudged further that the said Allie Middleton have and keep the custody of said minor child Ross Middleton aged 13 years old; the said O. F. Middleton to have the right and privilege of visiting and seeing him at convenient times. And it is further ordered that the petitioner be and she is hereby restored to her maiden name of Allie Dugrel. And it is further considered that the plaintiff pay the costs of this proceeding taxed at \$- - and execution is awarded.

Attest  
R. M. Crovy clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of November, nowit, on the 3<sup>rd</sup> day of November in the year of our Lord one thousand eight hundred and ninety.

On the 12<sup>th</sup> day of November, 1890, the following Petition in Cognovit was filed with the Clerk.

The State of Ohio Union County, s. s. Mollie E. Ferris		In the Court of Common Pleas
vs		Civil Action for Money Only
Q. E. Taylor John Price		

Petition

6096

Mollie E. Ferris the above named plaintiff say that there is due to her from Q. E. Taylor and John Price, defendants, on a promissory note made by the defendant Q. E. Taylor and John Price dated the 15<sup>th</sup> day of August A. D. 1890

which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of Four hundred and eleven dollars, with interest thereon from the 2<sup>d</sup> day of July, 1890.

The plaintiff further says that she is the legal owner and holder of said note, that the same is due and unpaid. Whereupon the plaintiff asks judgment against said defendant for the sum of Four hundred dollars with interest at eight per cent. from the 2<sup>d</sup> day of July, A.D. 1890.

D. W. Ayers, Attorney for Plaintiff.

The State of Ohio  
Union County ss

D. W. Ayers, 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 action is upon a written instrument for the unconditional payment of money duly and is now in the possession of affiant.

D. W. Ayers

Subscribed by D. W. Ayers, in my presence and sworn to by him before me, this 12<sup>th</sup> day of November A.D. 1890.

R. W. Crory, Clerk.

By W. M. Winger, Deputy.

Seal

Copy of Note

\$411.<sup>00</sup> Plain City, Ohio, August 15<sup>th</sup> 1889

Two and one-half months after date for value received, we jointly and severally promise to pay to the order of Mollie C. Ferris, at the Farmers Bank, Plain City, Ohio Four hundred and eleven <sup>00</sup>/<sub>100</sub> dollars with interest at eight per cent. after maturity. And it is hereby agreed that after this obligation shall have become due time of payment may be extended from time to time without our knowledge or consent, and we shall remain liable notwithstanding such extension of time, and we hereby authorize any attorney at law to appear before any Court of Record or Justice of the Peace, in the State of Ohio, or elsewhere, at any time after this obligation becomes due, and waive process and service thereof, and without notice confess judgment against us, or any or either of us in favor of - - - - - or the legal holder hereof, for the amount that may appear due hereon for principal, interest, cost of suit and all attorney fees, releasing all errors in the judgment so

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"confessed and waiving all right and benefit of appeal and any or all proceedings to set aside, vacate, open, suspend, or reverse such judgment or execution issued for the collection thereof. We also waive all benefit of advantage to which we may be entitled by virtue of any homestead or other exemption law, now, or hereafter, in force in this or any other State, or elsewhere, where judgment may be entered by virtue hereof. We hereby authorize the payee, its agents or assigns to sell at public or private sale, any or all notes, Stock, Bonds or other evidences of indebtedness pledged as collateral to the payment of this Note.

[Signed] J. E. Taylor  
John Price

Seal  
Seal

Answers  
6096  
Mollie E Ferris  
vs  
J. E. Taylor et al  
John Price

In Court of Common Pleas  
Defendants Answer.

And now come J. E. Taylor and John Price the above named defendants by the undersigned J. M. Brodrick, attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition, and against the above named defendant for the sum of Four hundred and twenty two dollars and eighty-eight cents, the amount appearing due for principal and interest on said note and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate lived on by virtue of any execution issued on the judgment in this case is hereby waived.

Nov. 12<sup>th</sup>, A. D. 1890.

John M. Brodrick  
Attorney for Defendants.

Entry  
6096  
Mollie E Ferris  
vs  
J. E. Taylor et al

Journal 15. Page 411.

This day came the plaintiff by W. W. Ayers her attorney, and thereupon came J. M. Brodrick, one of the attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of attorney confesses that there is due from said defendants to said

plaintiff as is alleged in said plaintiff's petition the sum of \$422.<sup>00</sup>

It is therefore considered that said plaintiff do recover of said defendants the sum of \$422.<sup>00</sup> as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum.

And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Motion

Afterward, on the 3<sup>rd</sup> day of December, 1890, a Motion was filed with the Clerk of Court, to wit:

6096

Mollie E. Ferris

vs

In Common Pleas Court.

J. E. Taylor et al

And now comes the said pretended defendants in the above pretended case on the docket and journals of this Court and not intending hereby to enter their appearance herein, or in any way to acknowledge or recognize service herein or any voluntary appearance, or any authority granted to anyone to enter, either now or at any time before their appearance, but protesting against the same moves this Court that the pretended judgment heretofore entered herein, to wit: on the - - day of November, A.D. - - and at the present term of this Court, be declared, and found to be void and of no effect for the reason that no service of summons has ever been made upon said defendants, no voluntary appearance has been entered by either of them, and no authority of any kind whatever ever given by them to anyone to enter their voluntary appearance in said pretended case upon which said pretended case upon which said pretended judgment has been entered upon the records of the same.

Lincoln vs Lincoln

Attorneys for Defendants.

Entry

Afterward, on the 4<sup>th</sup> day of December, 1890, an Entry was made on the Journal by the Clerk, to wit:

6096

Mollie E. Ferris

vs

Journal 15, Page 449.

J. E. Taylor et al

This cause being heard on motion of the defendants to set aside and declare void, for want of jurisdiction, the judgment heretofore rendered herein against the said defendants and in favor of said plaintiff, the Court on consideration overrule

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the same and to the said decision and order of the Court the defendant by their counsel except.

Attest  
R. M. Erving 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 February, to-wit, on the 9<sup>th</sup> day of February in the year of our Lord one thousand eight hundred & ninety one.

Be it remembered that, heretofore, to-wit, on the 11<sup>th</sup> day of February, 1891, the following Petition in

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

Bank of Richwood  
vs.

Petition. N<sup>o</sup> 6151.

G. W. Stephen <sup>240</sup>  
W<sup>m</sup> C. Stephen

The defendants on the 6<sup>th</sup> day of January, 1890, executed and delivered to Bank of Richwood, the plaintiff, their promissory note of that date, with the warrant of attorney annexed, which warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit A," and made a part of this petition. 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 and sixteen dollars and seventy one cents, with interest at the rate of 8 per cent. per annum, from the 11<sup>th</sup> day of February, A. D. 1891. Wherefore plaintiff prays judgment against said defendants for the sum of three hundred and sixteen dollars and seventy one cents, with interest thereon from the 11<sup>th</sup> day of February A. D. 1891, at the rate of 8 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 plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in

The foregoing petition are true, in substance and in fact. S S Gardiner.

Sworn to by said S S Gardiner before me, and by him signed in my presence this 11<sup>th</sup> day of February A. D. 1891.

Seal A. M. Crory, Clerk.

Copy of note

Exhibit "A" \$385<sup>00</sup>. On February 20<sup>th</sup>, 1890, after date, for value received, we jointly and severally promise to pay Bank of Arkwood, at the office, Three hundred and eighty-five dollars with interest at the rate of 8 per cent. per annum, on all unpaid principal and interest after due; interest to be computed every year, with 5 per cent. attorney fee, if collected.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us or either of us, in any of said Courts, at anytime after the above note becomes due, and confess judgment thereon, against us or either of us, in favor of the payee or legal holder hereof, for the sum of due on said note, with all interests and costs of suit; said judgment to draw the rate of interest specified in note, after rendition until paid. We do also hereby waive all right of appeal, the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may accrue in the rendition of said judgment, and all right to sue out any writ of error; and our said attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals this 6<sup>th</sup> day of January, 1890.

Seal G. W. Stephen  
Seal W. C. Stephen

P. O. Address -  
Same.

Manufacture;	98 93
	9 60

Indorsement: "G. W. Stephen \$385<sup>00</sup> Feb. 20<sup>th</sup>, 1890  
\$45<sup>00</sup> Paid June 19<sup>th</sup>, 1890: \$50<sup>00</sup> Paid November 10<sup>th</sup> 1890.

Answer

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

Bank of Arkwood  
G. W. Stephen et al

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

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This State, do hereby enter an appearance for said defendants in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff against said defendants, on said note, for the sum of Three hundred and sixteen dollars and seventy one 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

Edward C. Cole,

Bank of Richmond

Attorney for Defendant.

Embroy

Or

Journal 15. Page 705

G. W. Stephen et al

6157

This day came the plaintiff by their attorney; also appeared in open Court, for and on behalf of said defendants, Edward C. Cole, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for Three hundred and sixteen ( $\$316^{\frac{71}{100}}$ ) dollars and seventy one cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants, the sum of Three hundred and sixteen dollars and seventy one cents, being the amount of said note, with interest computed at 8 per cent. per annum, from the 11<sup>th</sup> day of February A. D. 1891; and also their costs herein expended, taxed at \$- -.

Attest  
R. M. Embroy clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Ninth 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 February, A.D. 1891, on the 7<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety one. Be it remembered

Memorandum:	75 93
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	1890.

that, heretofore, to-wit, on the 30<sup>th</sup> day of August, 1890  
Abraham Raypole filed in the Clerk's office of the  
said Court of Common Pleas the following Petition  
against Ashford Shover, to-wit:

Petition Abraham Raypole

vs

Court of Common Pleas

6057 Ashford Shover

For a first cause of action against said  
defendant, Ashford Shover, the plaintiff Abraham  
Raypole, says:

That there is due him from said de-  
fendant, on a promissory note of said defendant,  
the sum of \$56.<sup>00</sup> with interest from the 23<sup>rd</sup> day of  
June A. D. 1884, of which promissory note the following  
is a copy, with all credits and indorsements thereon,  
to-wit: \$56.<sup>00</sup> Jerome, Ohio, June 23<sup>rd</sup>, 1884.

On or before April 1<sup>st</sup>, 1885, I promise to pay Israel  
Wollam, or order, fifty-six  $\frac{2}{10}$   $\frac{00}{100}$  dollars. Value received  
Interest 6% per annum. This note is secured by  
mortgage of even date herewith.

(Signed) "A. Shover."

Said note bears the following indorsement, to-wit:  
Israel Wollam.

For a Second Cause of Action against the said  
defendant the plaintiff says:

That there is due him  
from said defendant on a promissory note of said  
defendant, the sum of \$56.<sup>00</sup> with interest from the 23<sup>rd</sup>  
day of June A. D. 1884 of which promissory note the  
following is a copy, with all credits and indorsements  
thereon, to-wit:

\$56.<sup>00</sup> Jerome, June 23<sup>rd</sup>, 1884.

On or before April 1<sup>st</sup>, 1886, I promise to pay Israel  
Wollam, or order, the sum of fifty-six  $\frac{2}{10}$   $\frac{00}{100}$  dollars. Value  
received. Interest 6% per annum. This note is  
secured by note of even date herewith.

(Signed) "A. Shover."

Said note bears the following indorsement, to-wit:  
Israel Wollam.

For a Third Cause of Action against the said  
defendant the plaintiff says:

That there is due him from  
said defendant, on a promissory note, of said defendant,  
the sum of \$56.<sup>00</sup> with interest from the 23<sup>rd</sup> day of  
June, A. D. 1884, of which promissory note the following  
is a copy with all credits and indorsements thereon,  
to-wit: \$56.<sup>00</sup> Jerome, June 23<sup>rd</sup> 1884.

On or before April 1<sup>st</sup>, 1887, I promise to pay Israel  
Wollam, or order the sum of fifty-six  $\frac{2}{10}$   $\frac{00}{100}$  dollars. Value

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received. Interest 6% per annum. This note is secured by mortgage of even date herewith.  
 (Signed) "A. Shover."

Said note bears the following indorsement, to-wit: "Israel Wollam."

For a Fourth Cause of Action against the said defendant the plaintiff says:

That there is due time from said defendant on a promissory note of said defendant, the sum of \$56<sup>00</sup> with interest from the 23<sup>rd</sup> day of June, A. D. 1884, of which promissory note the following is a copy with all credits and indorsements thereon, to-wit:

\$56<sup>00</sup> Jerome, Ohio, June 23<sup>rd</sup> 1884.

On or before April 1<sup>st</sup> 1888, I promise to pay Israel Wollam, or order, the sum of fifty-six <sup>00</sup>/<sub>100</sub> dollars.

Value received. Interest 6% per annum. This note is secured by mortgage of even date herewith.  
 (Signed) A. Shover.

Said note bears the following indorsement, to-wit: "Israel Wollam."

For a Fifth Cause of Action against the said defendant, the plaintiff says:

That to secure the payment of the promissory notes aforesaid, the said defendant duly executed, acknowledged, and delivered to the said Israel Wollam his certain mortgage deed bearing date the 23<sup>rd</sup> day of June A. D. 1884, whereby conveyed to said Israel Wollam, in fee simple, the following described lands and tenements situate in the County of Union, in the State of Ohio, and in the Village of Frankfurt, to-wit:

Beginning on the east line of the town of Frankfurt in said County thirty feet N 10<sup>o</sup> E from the N. E. corner of lot N<sup>o</sup> 37 of said town and running N. 10<sup>o</sup> West with said line twenty two poles to a stone; thence 80<sup>o</sup> E eleven poles and two links to a stone; thence S. 10<sup>o</sup> twenty-two poles to a stone; thence S. 80<sup>o</sup> West eleven poles and two links to the place of beginning, containing one and one half (1 1/2) acres more or less.

Said mortgage deed has a condition thereunder written that, in case the said defendant should pay or cause to be paid unto said Israel Wollam said promissory notes, with the interest thereon, as the same became due, then said deed should be void, otherwise to be and remain in full force.

Plaintiff further says that said notes were made to represent, and said mortgage executed to

secure the balance of purchase money on sale of said premises by said Israel Wollam to said Ashford Shover; that plaintiff is the owner of said notes by indorsement, and of said mortgage by assignment, written thereon by said Israel Wollam; that there is now due plaintiff from defendant, on the notes aforesaid - no part of either having been paid, - the total sum of \$226<sup>40</sup> with interest as aforesaid; and that, by reason of said non-payment of the notes aforesaid said mortgage deed has become absolute.

Wherefore, the plaintiff prays judgment against the said defendant in said sum of \$226<sup>40</sup> with interest at 6 percent. thereon from June 23<sup>d</sup>, 1887; that said mortgage deed be foreclosed, said premises sold as upon execution, the proceeds of such sale applied to satisfy said mortgage indebtedness and the judgment by plaintiff so to be obtained; that plaintiff be awarded his costs expended in this behalf: <sup>40</sup> that he be granted all proper relief in the premises.

Jas. M. Crampbell,

The State of Ohio,  
Delaware County ss

Attorney for Plaintiff.

Abraham Raypole, being sworn on his oath, says he is the plaintiff named in the above entitled action and that the facts stated and allegations made in the foregoing petition are, as he verily believes, true.

Abraham Raypole.

Subscribed and sworn to by Abraham Raypole before me this 28<sup>th</sup> day of August, A. D. 1890.

Fees 40

M. C. Wollam J. P. in <sup>40</sup> for  
Delaware County, Ohio.

To Clerk of Common Pleas:

Issue Summons on defendant returnable according to law, <sup>40</sup> indorse: "Foreclosure of Mortgage."  
Jas M<sup>r</sup> Crampbell,

Attorney for Plaintiff.

Summons

0054

Afterward, on the 30<sup>th</sup> day of August, 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 Ashford Shover that he has been sued by Abraham Raypole in the Court of Common Pleas of Union County and must answer by the 27<sup>th</sup> day of September, A. D. 1890, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will

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make due return of this summons on the 8<sup>th</sup> day of September, 1890.

Witness my hand and the seal of said Court, this 30<sup>th</sup> day of August, A. D. 1890.

Seal } R. W. Croy, Clerk.

Indorsed: In action for "Foreclosure of mortgage."

Sherriff's Return of said County returned said writ to the Clerk's Office in said County which return is as follows:

Sherriff's Return	30	The State of Ohio	Sherriff's Return.
Mileage	2 40	Union County	Received this writ August 30 <sup>th</sup> .
Copy	20	1890, at 10 o'clock A. M. and served same	by delivering a certified copy thereof
Total	\$ 2 90	with the indorsements thereon to the within named	Ashford Shover on the 8 <sup>th</sup> day of September, 1890.

Thomas Martin, Sherriff.

Entry 6034 Abraham Raypole vs Ashford Shover

Journal Entry of Judgment on default: Decree in Foreclosure & Order of Sale.

This cause now coming on for hearing on the petition and the evidence, the Court find that the defendant Ashford Shover, has been duly served with summons in this case, and that he is in default for answer and demurrer, and that the allegations of the petition are thereby confessed by him to be true; and that there is due the plaintiff from the defendant, Ashford Shover on the promissory notes set forth in the petition with interest to the first day of this term the sum of three hundred and twelve and <sup>80</sup>/<sub>100</sub> (\$312.<sup>80</sup>) dollars.

The Court further find that in order to secure the payment of said notes, the defendant Ashford Shover, executed and delivered to one Israel Wollam, assignee of plaintiff his certain mortgage to secure balance of purchase money as in the petition alleged and described, and on the premises therein described; that said mortgage is a good and valid lien upon the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant the said sum of \$312.<sup>80</sup> with interest from the first day of this term and his costs herein expended.

And it is further adjudged and decreed that unless the defendant Ashford Shover shall within

five days from the entry of this decree, pay or cause to be paid, to the Clerk of this Court, the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the 3<sup>rd</sup> day of November A. D. 1890. the defendants equity of redemption be foreclosed, and said premises be sold and that an order of sale issue therefore to the Sheriff of Union County, Ohio, directing him to appraise, advertise, and sell said premises as upon execution, and report his proceedings to this Court for further order.

Principle To the Clerk: Issue Order of Sale in the above entitled case to Sheriff of Union County, returnable according to law. November 11<sup>th</sup> A. D. 1890.

Jas. W. Campbell, Atty. for Plff.

Order of Sale Afterward, on the 11<sup>th</sup> day of November, 1890. Order of Sale was issued by the Clerk of Court, to wit: The State of Ohio

6054 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 5<sup>th</sup> day of November, 1890 Abraham Raypole obtained a Judgment and Decree against Ashford Shover for the sum of Three hundred, twelve  $\frac{2}{100}$  dollars and nine  $\frac{7}{100}$  dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Ashford Shover within 5 days from the 5<sup>th</sup> day of November, A. D. 1890, pay unto the said Abraham Raypole the said sum of Three hundred  $\frac{2}{100}$  twelve  $\frac{2}{100}$   $\frac{80}{100}$  dollars with interest from the 4<sup>th</sup> day of November, 1890,  $\frac{2}{100}$  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  $\frac{2}{100}$  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 Three hundred twelve  $\frac{2}{100}$   $\frac{2}{100}$  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 Village of Frankfort, beginning on the East line of the town of Frankfort in said County 30 feet N. 10° E. from the N. E. corner of lot N<sup>o</sup> 39 of said town  $\frac{2}{100}$  running N. 10° W. with said line 22 poles to a stone: thence

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ro' E. 11 poles and 2 links to a stone; thence S. 10' 22 poles to a stone; thence S. 80' W. 11 poles and 2 links to the place of beginning containing one  $\frac{1}{2}$  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 11<sup>th</sup> day of November A. D. 1890.

R. M. Croxy, Clerk

By W. W. Mudgett, Deputy.

Seal

Sheriff's Return of said County returned said writ to the Clerk's Office in said County, which return is as follows:

6054

Service	\$ 30
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Swear. " "	25
Writing Apil.	30
Copy of "	30
Notice to Pr.	30
Affidavit " "	80
Writing Notice	30
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Boardage	1 40
Return	25
Total	\$ 7 80
Appraiser's Fee	3 00
Printer's Fee.	12 25

The State of Ohio,  
Union County, ss: Sheriff's Return.  
Received this writ the 11<sup>th</sup> day of November, A. D. 1890. On the 13<sup>th</sup> day of November, A. D. 1890, I called an inquest of H. B. Seely, Robert Morris and Barnard Baker three disinterested freeholders 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: \$75.00) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court. Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days, (to wit: five consecutive weeks) before the day of sale by advertisement in the "Marysville Tribune" a newspaper printed in said Union County, and of general circulation therein as will appear by a copy of said advertisement hereto attached.

And on the 20<sup>th</sup> day of December A. D. 1890, at the door of the Court House in Marysville, 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

them and there struck off and sold the same to William D. Wood for the sum of ninety-three dollars and twenty five cents (\$93.<sup>25</sup>) he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.  
Court of Common Pleas, Union Co. Ohio  
On Order of Sale.

Proof of Publication

Abraham Raypole  
vs  
Ashtford Shover

6054

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, December 20<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 Jerome, County of Union and State of Ohio, and bounded and described as follows:

In the village of Frankfort, beginning on the East line of the town of Frankfort in said County 30 feet N. 10° E. from the North-East corner of lot No. 37 of said town and running N. 10° W. with said line 22 poles to a stone; thence S. 11 poles and 2 links to a stone; thence S. 10° 22 poles to a stone; thence S. 80° W. 11 poles and 2 links to the place of beginning, containing one <sup>3</sup>/<sub>4</sub> one-half acres, more or less.

Appraised at \$75.<sup>00</sup> Term of Sale, Cash  
Printer's Fee \$12.<sup>25</sup>  
Thomas Martin, Sheriff.  
State of Ohio, Union County, Ohio.

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 November 19<sup>th</sup>, 1890.

W. C. Shearer.

Sworn to and subscribed before me this 10<sup>th</sup> day of February, 1891.

Seal } A. W. Croy, Clerk.

Entry

Afterward, on the 10<sup>th</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of Court.

6054

Abraham Raypole  
vs  
Ashtford Shover

Journal 15. Page 461.

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

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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 Sheriff convey to the purchaser William F. Wood, by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of lien-holders in said premises, so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of said sale amounting to \$- it is ordered that the Sheriff out of the money in his hands pay 1<sup>st</sup> To the Treasurer of Union County the taxes penalty and interest against said property, to wit: the sum of \$-

2<sup>nd</sup> To the plaintiff Abraham Raypole the amount heretofore found due him, with interest, to wit: the sum of \$-

3<sup>rd</sup> To the costs of the action taxed at \$-

4<sup>th</sup> To the defendant Ashford Stover, the balance of the money, if any there be, remaining in his hands, to wit: the sum of \$-

Attest  
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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fourth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John B. Price, Judge of said Court, of the term of February, to-wit, on the 9<sup>th</sup> day of February, in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 2<sup>nd</sup> day of February, 1891, Gertrude R. Boring et al. filed in the Clerk's office of the said Court of Common Pleas the following Petition against Ella Dodge et al. to-wit:

Petition  
6144

Gertrude R. Boring, William Boring, minors, by Margaret R. Boring, Guardian

Court of  
Common Pleas

vs.  
Ella Dodge, John R. Dodge, Alice Rogers  
E. P. Rogers, Anna Shuler, William  
Shuler, Ella Miller and David Miller  
Margaret R. Boring.

The said plaintiffs by their said guardian say the said Gertrude is about 16 years of age and said William is about 14 years of age both living with their mother Margaret R. Boring who has been duly appointed and qualified as their guardian by the Probate Court of Union County Ohio.

That A. G. Boring, late of Union County, deceased, was the husband of said Margaret R. Boring and left her as his widow. Said A. G. Boring was during his life the owner of the lands herein described, and died intestate, seized in fee simple of said land and the said plaintiffs and said Alice Rogers, married to E. P. Rogers, Ella Dodge, married to John R. Dodge, Anna Shuler, married to William Shuler, and Ella Miller married to David Miller, are his only heirs-at-law to whom said land in descended in equal shares, to-wit: One sixth each subject to the dower of said widow.

That at the decease of said A. G. Boring he had commenced the building of a farm residence and given contracts for the principal part of the work so that it became necessary for the Administrator of the estate to go on and complete the said house which has now been completed.

That said lands are separated into lots and are situated in different tracts not adjoining each other, and it will be very difficult if not impossible to divide the said lands - by assigning dower to said widow and one sixth to each of said heirs and yet it would cause great harm to said family and especially to the said minor children to force a sale of said lands.

That said widow and said minor children could best

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maintain themselves and not cause any injustice to the remaining heirs, if her dower should be assigned in all of said lands in one lot, to wit: in the 100<sup>th</sup> acres home farm on which said house is built. And that the shares of said minor children be assigned to them in said home farm, and if it be found by the Commissioners in partition and by the Court that said farm would not subject to said dower be sufficient to make them equal with the other four heirs, that they each be allowed to pay to said minors their share of what would make them equal in that respect.

The said minors and said widow have no means of support of any consequence except their interest in said lands, and it would be greatly to the advantage of all of said parties to have said family arrangement made.

The plaintiffs believe such an arrangement will be satisfactory to all concerned and will be also to the advantage of each one of them.

The said lands are described as follows, viz:

Land

Description

N<sup>o</sup>. 1.

Being part of Survey N<sup>o</sup>. 9028 in Dover Township of said County of Union, beginning at a stake and stone in Millcreek in the S.W. corner of J. St. Richey's land: thence with said Richey's land: thence with his line N 87<sup>1</sup>/<sub>4</sub> - E 55 poles to a stake and stone with old pieces of brick under it: thence N 9<sup>o</sup> - E 10<sup>1</sup>/<sub>2</sub> poles to a stake and stone with old pieces of brick under it, another of said Richey's corners: thence N. 82<sup>o</sup> - E. 70<sup>1</sup>/<sub>2</sub> poles to a stake and stone with pieces of brick under it, another of said Richey's corners: thence North 16<sup>o</sup> - E. poles to a stake and stone with pieces of brick under it in the corner of the Binton Mill road: thence with said road S. 87<sup>o</sup> - E 31<sup>1</sup>/<sub>3</sub> poles to a stake and stone with pieces of brick under it, being the N.W. corner to J. St. Richey's land: thence with his West line S 12<sup>o</sup> - E. 144 poles to a stake and stone with pieces of brick under it in a ditch another corner of said Richey's land: thence 36 W. 44 poles to a stone in center of Millcreek, witness, a buckeye and willow on the North side and being another of said Richey's corners: thence up the center of Millcreek with the meanders: thence to the beginning, containing 92 acres more or less, constituting the home place of R. G. Boring.

N<sup>o</sup>. 2.

Being part of Survey N<sup>o</sup>. 3956. Beginning at a beech and hickory original North-west corner to said Survey N. 78<sup>o</sup> - E. 22 poles to a stake and stone with pieces of old brick under it, and being N.W. corner of J. St. Richey's land: thence with his West line 5<sup>o</sup> - 10<sup>o</sup> E. about 58 poles to a stake and stone with pieces of brick under it in the center of the Binton Mill road being another of said Richey's corner: thence with said road S.W. 22 poles to a stake and stone with old pieces of brick under it: thence N. 10<sup>o</sup> - W. about 58 poles with the west line of the Survey to the beginning, contain-

ing 8 acres more or less, constituting a part of the home place.

N<sup>o</sup>. 3. In Survey N<sup>o</sup>. 3056. Beginning at a stake in S. W. corner of the tract conveyed by W<sup>o</sup>. M<sup>o</sup>. Strick to R. G. Boring; thence on the survey line between J. C. Rogers and Elizabeth Graham's 82 W. 30 poles to a stake in said line between said lands owned by said Graham and Boring; thence N. 10 - W. 27 feet to a stake; thence E. in a parallel line with the southerly line of said Survey 30 poles to a stone in the West line of said lands; thence with said line S. 10 - E. to the beginning containing 49 square poles.

N<sup>o</sup>. 4 Part of Survey N<sup>o</sup>. 3956. Beginning in the center of Millcreek, witness a sugar tree; thence S 11 1/2 - E. 115 poles to a stone, witness 2 beeches and sugar tree (sugar down); thence S 81 3/4 - W. 89 7/100 poles to a stake, witness a hickory and ash; thence 10 - 6 - W. 185 poles to the center of creek 182 7/100 poles to a stone on banks of creek, witness a forked thorn and willow; thence from the stone down the creek S. 80 1/2 - E. 9 8/100 poles N. 56 1/2 - E. 19 2/100 poles; thence S. 52 - E. 15 5/100 poles, S. 26 1/2 - E. 18 poles, N. 88 1/2 - E. 43 1/2 poles to the beginning containing 93 acres and 184 poles.

N<sup>o</sup>. 5 In Survey 1394. Beginning at a beech in the West line of said Survey and North-west corner L. Locks land; thence N. 11 - 15 - W. 107 1/2 poles to a stake North-west corner of a tract of land sold by Rodney White to D. D. Welch; thence N. 81 - 47 - E. 74 7/100 poles to a stake corner to Julia C. Rogers land; thence with said Rogers line S. line 11, 18 - E. 107 1/2 poles to another corner to said Rogers land; thence S. 81 - 49 - W. 74 7/100 poles containing 50 acres.

N<sup>o</sup>. 6 Part of Survey N<sup>o</sup>. 3049. Beginning at a stone with pieces of brick under it North-east corner to tract of 100 acres of land conveyed by Thomas C. Gilerist to Devi Congbrake by deed bearing even date herewith; thence with the East line of said tract S. 13 - E. 68 poles to a stone with pieces of brick under it another corner of said tract; thence N. 82 - E. 207 poles to a stone with pieces of brick under it near a blue ash; thence N. 11 - W. 68 poles to a stone, beech and sugar tree; thence S. 82 - W. 205 1/2 poles to the beginning, containing 87 acres more or less. Excepting 30 acres conveyed to Jacob Baughman April 13<sup>th</sup>. A. D. 1866 recorded in Book 29, Page 325. Also excepting 32 acres conveyed to Isiah Crane, recorded in Book 29, Page 426.

The plaintiffs therefore ask that said lands may be partitioned among said heirs in the proportion of their said several interests and that the dower of said widow may be assigned to her, and that if it shall prove to be satisfactory to all of said parties that said widow's dower be assigned her in said home place and that said minor heirs may have their shares assigned with said dower, and if it can be done that any inequality may be adjusted by payment of

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Article of Agreement of Agreements

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any difference by the said adult heirs in money, and that such other relief may be granted as shall be right and lawful.

Robinson & Woodburn

Attorneys for Plaintiffs.

The State of Ohio,  
Union County ss

Margaret R. Boring, being duly sworn, deposes and says the allegations of the foregoing petition are true as she believes  
Margaret R. Boring.

Sworn to before me and signed in my presence this 2<sup>nd</sup> day of February, 1891.

[Seal] J. H. Kinkade, Notary Public.

Article  
of  
Agreement

Afterward, on the 26<sup>th</sup> day of February, 1891, an Article of Agreement was filed with the Clerk of Court, to wit:

Gertrude R. Boring et al

vs

Ella Dodge et al

Court of Common Pleas  
Union County, Ohio.

The undersigned, Ella Dodge, Alice Rogers, Anna Shuler, Etta Miller, and the above named minors W<sup>m</sup> Boring and Gertrude R. Boring by their Guardian Margaret R. Boring do hereby waive process in the above cause and enter our appearance in said case and ask the Court to appoint three disinterested free holders to make the partition of the lands in said petition described and being the lands descended to us from A. G. Boring, deceased, in the manner mentioned in said petition, and we agree to abide the decision thus made, and which ever of us shall get more land than our share we agree to pay for the same to those who get less than their share, so as to prevent the sale of any of the land, and we wish the dower of said Margaret R. Boring in the whole of the land to be set off to her in the "Home place as she desires.

Margaret R. Boring, Allie Rogers  
Ella Dodge, Anna Shuler, Etta Miller

Entry

And on the 24<sup>th</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

6144

Gertrude R. Boring et al

vs

Ella Dodge et al

Journal 15, Page 487.

This day came the parties and submitted this cause to the Court, and the finding that it is to the interest of all of said parties and satisfactory to the said parties that the dower of said Margaret R. Boring be all set off in the "Home place described in the petition and that the interest of the said plaintiffs minors be assigned to them together without division and that the interest of said Ella Dodge, Allie Rogers, Etta Miller and Anna Shuler be assigned to them together without division, and therefore it is ordered and adjudged by the Court that an order issue to the Sheriff of this county commanding him by the oaths of Benjamin

Kannawalt, W. H. Lovless and Arthur Biggett as Commissioners and W. P. Bightler, County Surveyor, he set off to said Margaret R. Boring as her dower in said premises the full one third part of said premises in the home place and that he by the like oaths of said Benjamin Kannawalt, W. H. Lovless and Arthur Biggett he set off to said Gertrude Boring and William Boring the one third part of said premises subject to said dower and that by same oaths he set off to the defendants together their four-sixths of said premises subject to said dower. And further if they find they cannot make said division without giving a difference to said minors as between the parts assigned them that they return the value of said difference and make a valuation of the part assigned to plaintiffs and the value of the part assigned to the defendants and return the same to this Court.

Writ of Partition  
Dower

Afterward on the 4<sup>th</sup> day of March, 1891, a Writ of Partition was issued by the Clerk of Court, to wit:

State of Ohio,  
Union County ss: To the Sheriff of said County: - Greeting:  
We command you, That without delay by the oaths of Berry Kannawalt, W. H. Lovless and Arthur Biggett appraisers, and W. P. Bightler as Surveyor, you cause to be set off and assigned to Margaret R. Boring, widow of A. G. Boring late of said County, deceased, one full equal third part of the real estate hereinafter described: and in like manner by the like oaths of the same men, you cause partition to be made of the following real estate, situate in Union County, and State of Ohio, in Survey N<sup>o</sup>. 9028 in Dover Township of said County of Union.

Beginning at a stake and stone in Millcreek in the S.W. corner of J. K. Richey's land: thence with said Richey's land: thence with his east line N. 87<sup>1</sup>/<sub>2</sub> - E. 55 poles to a stake and stone with old pieces of bricks under it: thence N 9<sup>1</sup>/<sub>2</sub> - E. 10<sup>1</sup>/<sub>2</sub> poles to a stake and stone with old pieces of brick under it, another of Richey's corners: thence N. 82 E. 7<sup>3</sup>/<sub>8</sub> poles to a stake and stone with old pieces of brick under it, another of said Richey's corners: thence N. 16<sup>5</sup>/<sub>8</sub> poles to a stake and stone with pieces of brick under it in the corner of the Hunter Mill road: thence with said road S. 87 - E. 31<sup>1</sup>/<sub>3</sub> poles to a stake and stone with pieces of brick under it, being the N.W. corner to J. K. Richey's land: thence with his West line S. 12 - E. 144 poles to a stake and stone with pieces of brick under it, in a ditch, another corner of said Richey's land: thence 36 W. 44 poles to a stone in the center of Millcreek, witness a buckeye willow on the north side and being another corner of said Richey's: thence up the center of Millcreek with the meanders: thence to the beginning, containing 92 acres more or less, constituting the

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Home place of A. G. Boring.

N<sup>o</sup>. 2.

Being a part of Survey N<sup>o</sup>. 3956. Beginning at a beech and hickory, original North West corner to said Survey N. 78 E. 22 poles to a stake and stone with piece of old brick under it, and being North West corner of J. K. Archup land: thence with his West line 5° 10' E. about 58 poles to a stake and stone with piece of brick under it, in the center of the Hunter Mill road, being another of said Archup corners: thence with said road S. N. 22 poles to a stake and stone with piece of beech under it: thence N. 10 W. about 58 poles, with the west line of the Survey to the beginning, containing 8 acres more or less, constituting a part of the Home place.

N<sup>o</sup>. 3.

In Survey N<sup>o</sup>. 3956. Beginning at a stake S. W. corner of the tract conveyed by William M<sup>r</sup>. Strick to A. G. Boring: thence on the Survey line between J. C. Rogers and Hezekiah Graham 82 N. 30 poles to a stake in said line between said lands owned by said Graham and Boring: thence N. 10 W. 27 feet to a stake: thence East in a parallel line with the southerly line of said Survey 30 poles to a stone in the West line of lands: thence with line S. 10 E. to the beginning containing 49 square poles.

N<sup>o</sup>. 4

Part of Survey N<sup>o</sup>. 3956. Beginning in the center of Millcreek, witness a sugar tree: thence S. 11<sup>1</sup>/<sub>2</sub> E. 155 poles to a stone, witness two beeches and sugar tree (sugar down): thence S. 81<sup>3</sup>/<sub>4</sub> W. 89<sup>7</sup>/<sub>100</sub> poles to a stake, witness a hickory and ash: thence N. 10° 6' W. 185 poles to the center of the creek 182<sup>7</sup>/<sub>100</sub> poles to a stone on the bank of the creek, witness a forked thorn and willow: thence from the stone down the creek S. 80<sup>1</sup>/<sub>2</sub> E. 98<sup>8</sup>/<sub>100</sub> poles N. 56<sup>1</sup>/<sub>4</sub> E. 19<sup>2</sup>/<sub>100</sub> poles: thence S. 52 E. 15<sup>5</sup>/<sub>100</sub> poles S. 26<sup>1</sup>/<sub>2</sub> E. 18 poles S. 26<sup>1</sup>/<sub>2</sub> E. 18 poles N. 88<sup>1</sup>/<sub>2</sub> E. 43<sup>1</sup>/<sub>2</sub> poles to the beginning containing 93 acres and 104 poles.

N<sup>o</sup>. 5

In Survey 1394. Beginning at a beech in the West line of said Survey and North West corner of Lo Rocks land: thence N. 11° 18' W. 107<sup>1</sup>/<sub>2</sub> poles to a stake North West corner of a tract of land sold by Rodney White to D. I. Welch: thence N. 81° 49' E. 79<sup>7</sup>/<sub>100</sub> poles to a stake, corner to Julia C. Rogers land: thence with said Rogers line S. line 11. 18 E. 107<sup>1</sup>/<sub>2</sub> poles to another corner to said Rogers land: thence S. 81° 49' W. 74<sup>7</sup>/<sub>100</sub> poles containing 50 acres.

N<sup>o</sup>. 6

Part of Survey N<sup>o</sup>. 3049. Beginning at a stone with pieces of brick under it North East corner of a tract of 100 acres of land conveyed by Thomas C. Gilchrist to Levi Dougbrake by deed bearing even date herewith: thence with the East line of said tract S. 13 E. 68 poles to a stone with pieces of brick under it, another corner of said tract: thence N. 82 E. 204 poles to a stone with pieces of brick under it near a blue ash: thence N. W. 68 poles to a stone beech and sugar tree: thence S. 82 W. 205<sup>1</sup>/<sub>2</sub> poles to the beginning, containing 87 acres more or less. Excepting 30 acres conveyed to Jacob Baughman

April 13<sup>th</sup>, 1866 recorded in Book 29, Page 325. Also excepting 32 acres conveyed to Isaiah Dowe. Book 29, Page 426.

Subject to said Dower estate, among the persons named herein, and in the following proportion to wit:

- To Margaret R Boring, Dower, one third ( $\frac{1}{3}$ ) part:
- To Gertrude Boring, this same  $\frac{1}{3}$  included in }  $\frac{1}{3}$
- To William Boring, the Dower in the "Home Place" }
- To Ella Dodge, Alice Rogers }
- To Anna Shuler, Etta Miller } Two-thirds, ( $\frac{2}{3}$ ) part

And further if they find they cannot make said division without manifest injury, without giving a difference to said minors, as between the parts assigned to them that they return the value of said difference and make a valuation of the part assigned to said Gertrude R. Boring and William Boring, and the value of the part assigned to the others, 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, for Partition  $\frac{1}{4}$  Dower, wherein the said Gertrude R. Boring  $\frac{1}{4}$  William Boring, minors, by Margaret R Boring, Guardian Plaintiff, and Ella Dodge, John R. Dodge, Alice Rogers and C. P. Rogers, Anna Shuler and William Shuler, Etta Miller  $\frac{1}{4}$  David Miller and Margaret R. Boring are defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness, my name and the Seal, of the Court of Common Pleas, at the Court House in Marysville, this 4<sup>th</sup> day of March, A.D. 1891.  
R. W. Croy, Clerk.

Seal

Sheriff's Return

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the sales of B. Cannanalt W. H. Lovless and Arthur Biggett, causing Dower to be assigned to Margaret R. Boring, widow of A. G. Boring, deceased, and partition to be made of the premises in said writ described: which will more fully appear by reference to the report of the said Commissioners, herewith returned.

Given under my hand this 10<sup>th</sup> day of April, 1891.

Fees -- Ser. 1<sup>05</sup>, Mileage 80  
Ex. Writ 1<sup>25</sup>, Swear. Com. 25  
Return 25. Total 3<sup>55</sup>

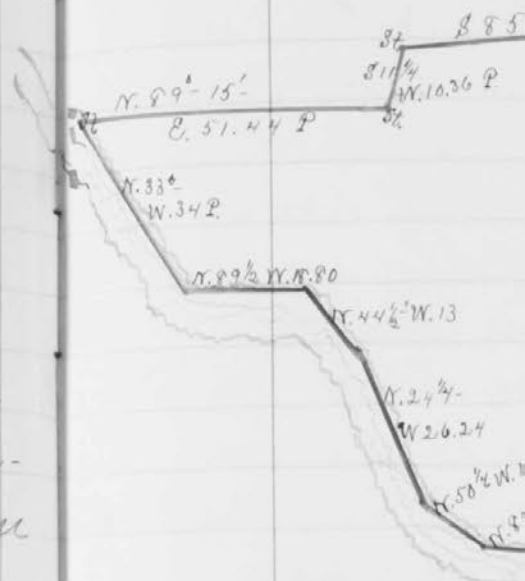
Thomas Martin, Sheriff.

Commissioners Report

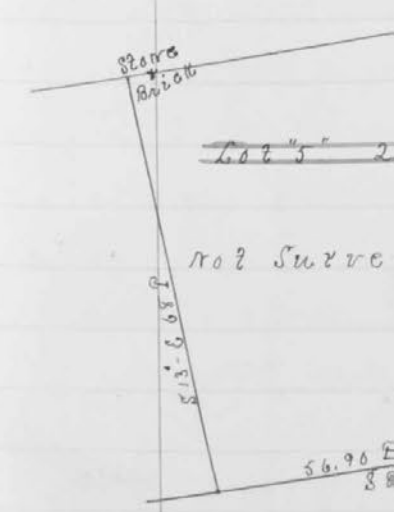
Gertrude R. Boring,  
W<sup>id</sup> Boring, by their Guard.  
Or.  
Ella Dodge et al

The State of Ohio, Union County, S.S.  
Court of Common Pleas  
In Partition  $\frac{1}{4}$  Dower.

According to the command of the Writ of Partition  $\frac{1}{4}$  Dower in this case issued, and on call of the Sheriff



Surveyed  
C.A.V.A.  
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of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises do set off and assign to the said Margaret R. Boring as her Dower estate in said lands, in said partition described, the following tracts, to wit: Situate in Dover Township V. M. Survey N<sup>o</sup>. 9028. Beginning at a stake in the center of the Hutton mill Road and north west corner of a 17 acre tract of land owned by Joseph H. Richey: thence with the center of said road N. 83°-15'-W. 32 <sup>7</sup>/<sub>100</sub> poles to a stone another corner of said Richey land: thence S. 2°-45'-W. 16 <sup>7</sup>/<sub>100</sub> poles to a stone: thence S. 85°-W. 71 <sup>7</sup>/<sub>100</sub> poles to a stone: thence S. 11°-15'-W. 10 <sup>3</sup>/<sub>100</sub> poles to a stone: thence S. 89°-15'-W. 51 <sup>7</sup>/<sub>100</sub> poles to the center of Millcreek: thence down said creek S. 33°-E. 37 poles S. 89°-30'-E. 18 <sup>8</sup>/<sub>100</sub> poles S. 44°-30'-E. 13 poles, S. 27°-15'-E. S. 50°-15'-E. 12 poles, S. 84°-30'-E. 19 <sup>7</sup>/<sub>100</sub> poles to a stake and corner to lot N<sup>o</sup>. 2 of the sub-division of the R. G. Borings lands: thence N. 4°-30'-E. 25 <sup>8</sup>/<sub>100</sub> poles to a stake: thence N. 68°-E. 20 poles to a stake: thence S. 23°-30'-E. 7 <sup>5</sup>/<sub>100</sub> poles to a stake and stone: thence S. 87°-30'-E. 60 <sup>7</sup>/<sub>100</sub> poles to a stake and stone in the line of said J. H. Richey land: thence with said Richey land line N. 8°-30'-W. 76 <sup>8</sup>/<sub>100</sub> poles to the beginning containing 57 acres of land.

Gertrude R. Boring & William Boring who were assigned lot N<sup>o</sup>. 2 as shown on the plat are to have a lane-way through the above described lands, said lane-way to be where the lane or outlet now is and to be of a width of 20 feet.

We also assign to the said Margaret R. Boring the 8 acre lot as shown on the plat and heretofore described as her Dower interest. And we do make partition of the same as follows, to wit:

We set off and assign to the said Gertrude R. Boring and William Boring together, a part of the home place in this writ described free from the dower of Margaret R. Boring. Situate in Dover Township, Union County Ohio and part of V. M. Survey N<sup>o</sup>. 9028. Beginning at a stake and stone S. E. corner of the Dower estate assigned to Margaret R. Boring and in the line of J. H. Richey land: thence with said Richey land line S. 8 <sup>1</sup>/<sub>2</sub>° E. 48 <sup>6</sup>/<sub>100</sub> poles to a stake and stone: thence S. 2 <sup>1</sup>/<sub>2</sub>° E. 44 poles to the center of Millcreek: thence up the creek S. 50°-W. 18 poles: thence N. 75° <sup>3</sup>/<sub>4</sub>-W. 12 <sup>3</sup>/<sub>100</sub> poles: thence N. 17° <sup>3</sup>/<sub>4</sub>-E. 18 <sup>2</sup>/<sub>100</sub> poles: thence N. 51° <sup>3</sup>/<sub>4</sub>-W. 38 <sup>2</sup>/<sub>100</sub> poles: thence N. 70°-W. 21 <sup>7</sup>/<sub>100</sub> poles: thence N. 35°-W. 16 <sup>7</sup>/<sub>100</sub> poles: thence N. 12°-W. 27 poles: thence N. 66° <sup>7</sup>/<sub>4</sub>-W. 6 poles corner to the said Margaret R. Borings land: thence with her land lines N. 7 <sup>1</sup>/<sub>2</sub>° E. 25 <sup>8</sup>/<sub>100</sub> poles to a stake and stone: thence N. 68°-E. 20 poles to a stake and stone: thence S. 23° <sup>1</sup>/<sub>2</sub>° E. 7 <sup>5</sup>/<sub>100</sub> poles: thence S. 87°-30'-E. 60 <sup>7</sup>/<sub>100</sub> poles to the beginning, containing 46 <sup>1</sup>/<sub>2</sub> acres.

The said Gertrude R. Boring and William Boring to have a lane-way or outlet through the lands or dower assigned Margaret R. Boring, the said lane-way to be where the lane now is located and to be of a width of 20 feet.

The said tract we set off to Gertrude Boring and

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William Boring, including the building thereon and the right of way out to the road, we, the said Commissioners value and appraise at \$2900<sup>00</sup>.

We assign to the said Ella Dodge, Alice Rogers, Anna Shuler, Otta Miller together lots N<sup>o</sup>: 3-4-<sup>2</sup>/<sub>5</sub>, as shown on the plat hereto attached and heretofore described in this writ containing 167 <sup>5</sup>/<sub>100</sub> acres more or less.

And also that the said Ella Dodge, Alice Rogers, Anna Shuler and Otta Miller together are to pay to the said Gertrude R. Boring and William Boring the sum of \$433 <sup>73</sup>/<sub>100</sub>. The real estate set off to said Ella Dodge, Alice Rogers, Anna Shuler and Otta Miller being all of the said lands in the petition described except said home place and we appraise the same at \$7100<sup>00</sup>. And the dower lots we appraise at \$5000<sup>00</sup> but we do not divide or partition said Dower lots of 57 acres and of 8 acres as shown on said plat leaving said dower lots to be divided at the decease of said Margaret R. Boring.

And upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury, except in the manner aforesaid, and we do estimate the value of the same, subject to said Dower Estate as follows: to wit: We appraise the said premises set off to said Gertrude R. Boring and William Boring at the sum of twenty-nine hundred dollars. And we appraise the said premises set off to Ella Dodge, Alice Rogers, Anna Shuler and Otta Miller at the sum of seventy-one hundred dollars.

Given under our hands, this 10<sup>th</sup> day of April, 1891.

B. Hanawalt  
W. B. Lovell  
Arthur Diggitt  
Commissioners

Costs. Surveyor, chain carriers &c. Platting, calculating, report &c \$31.50  
Appraisers, 2 days each - - - - - 6.00  
\$37.50

Entry Afterward, on the 10<sup>th</sup> day of April, 1891, the following Entry was made on the Journal by the Clerk of Court.

6144 Gertrude R. Boring <sup>and</sup> W<sup>m</sup> Boring  
by their Guardian, Margaret Boring Journal 15, Page 506  
Or  
Ella Dodge et al

Now came all the parties in this case and submitted for confirmation the report of the Sheriff and the Commissioners in Partition. Whereupon the Court being fully advised in the premises do confirm said Report as to the assignment of Dower to the said Margaret R. Boring and it is hereby ordered and decreed that she be endowed of all of the lands in the petition described by holding in severalty during her life time the lot of 57 acres and the lot of 8 acres mentioned in

said Report subject to the right of way across the same for the benefit of the lot assigned to Gertrude R. Boring and William Boring.

Also it appearing to the Court that the division of the said lands between said heirs as mentioned in said Report is equitable and just and for the benefit of all of said parties and with which they are all satisfied and it appearing that said Gertrude R. Boring and William Boring by their said Guardian elect to take said lot assigned to them at its valuation of \$2900. and that said Ella Dodge, Alice Rogers, Anna Shuler, and Otta Miller elect to take the lots assigned to them at the valuation thereof of \$7100.

Now therefore it is ordered and decreed by the Court that said Report be and the same is by the Court confirmed in all respects and the said parties hold in severally said lands in the manner set forth in said Report leaving the dower lots of 57 acres and 8 acres to be divided when the dower estate ceases.

And it appearing to the Court that by the elections made by said parties as aforesaid there is \$433 1/3 to be paid to Gertrude and William Boring by the others to whom the balance of said land was assigned.

Thereupon it is ordered and decreed that said Ella Dodge, Alice Rogers, Anna Shuler and Otta Miller together pay to the Guardian of said Gertrude R. and William Boring for her said wards said sum of \$433 1/3, one third in hand, one third in one year and one third in two years with interest from this day and the same to remain a lien on said lands until the money be paid.

Further it is ordered that the plat of said lands attached to said Report be recorded as part of the Record in this case and that the costs of this proceeding including an attorney fee of \$100<sup>00</sup> to Robinson and Woodburn be paid by all of said heirs of A. G. Boring in equal parts within 20 days and if in default be made that execution may issue against either one failing to pay, for her share of said costs.

Attest  
A. W. Lewis clerk



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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Ninth 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 February, to wit, on the 9<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 8<sup>th</sup> day of November, 1890, Charlotte M. Betts filed in the Clerk's office of the said Court of Common Pleas the following Petition against John C. Ramsey et al.

Petition Charlotte M. Betts

vs.  
6093 John C. Ramsey  
Eliza Jane Ramsey

Court of Common Pleas  
Union County Ohio

First Cause of Action:

The defendant John C. Ramsey is indebted to plaintiff in the sum of Two thousand dollars, with interest at seven per cent from the first day of September, 1890, which plaintiff claims on a promissory note, of which the following is a copy, with all indorsements:

Copy of note  
" \$ 2000<sup>00</sup> Richmond, Indiana, April 28<sup>th</sup>, 1888  
" Five years after date, I promise to pay to the order of Joseph J. Dickinson two thousand dollars, at the Second National Bank, Richmond Indiana. Value received, without any relief whatever from valuation and appraisement laws. With interest at the rate of eight per cent per annum after maturity, payable semi-annually, and five per cent attorney fees.

The Drawers and Endorsers severally waive presentment for payment, protest and notice of protest and non payment of this note. It is expressly agreed that if default be made in 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 tax or assessment whatever, then and in that event, this note and all accrued interest thereon, shall immediately become due, and may be collected.

John C. Ramsey.

P. C. Ostrander,  
Delaware County Ohio.

The above note is indorsed as follows: "Pay to the order of Charlotte M. Bette without recourse on me. Joseph J. Dickinson.

There are no credits on the above note.

Two of the coupons attached to said note are due and unpaid, and this note itself is therefore, now due  
Second Cause of Action:

The defendant, John C. Ramsey, is indebted to plaintiff for five per cent. attorney's fee as stipulated to be paid in principal note, (upon said principal sum) a copy of said note being given above, under "First cause of action". Said contract for the payment of attorney's fee is good and valid by the laws of Indiana where the above note was made, and where the same is payable.

Third Cause of Action:

The defendant, John C. Ramsey, is indebted to plaintiff in the sum of Seventy dollars, with interest at the rate of eight per cent. payable semi-annually, from the first day of March, 1890, on a certain coupon interest note, of which the following is copy with all indorsements.

Copy of Note. \$70<sup>00</sup> Richmond, Indiana, April 28<sup>th</sup>, 1888.  
March 1<sup>st</sup>, 1890, after date, I promise to pay to the order of Joseph J. Dickinson, Seventy 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 semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

John C. Ramsey.

The above note has the following indorsement: "Pay to the order of Charlotte M. Bette without recourse on me. Joseph J. Dickinson.

There are no credits.

The above is the 4<sup>th</sup> coupon representing the semi-annual interest on Principal Note. The original coupon, of which the above is a copy, was sent to the said John C. Ramsey through mistake, by J. Dickinson & Co., who were agents of plaintiff at that time, when the 3<sup>rd</sup> Interest Coupon (for \$70<sup>00</sup> and payable September 1<sup>st</sup> 1889,) was due, and when money was sent by the said John C. Ramsey for its payment. Said 3<sup>rd</sup> coupon is now in possession of plaintiff and uncanceled.

Fourth Cause of Action:

The defendant, John C. Ramsey, is indebted to plaintiff in the sum of Seventy dollars, with interest at the rate of eight per cent. payable semi-annually

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from the 1<sup>st</sup> day of September, 1870, on a certain coupon interest note of which the following is a copy, with all indorsements.

\$ 70<sup>00</sup>

Richmond, Indiana, April 28<sup>th</sup> 1878.

September 1<sup>st</sup>, 1870, after date. I promise to pay to the order of Joseph J. Dickinson Seventy 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 semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

John C. Ramsey.

There are no credits. Said coupon represents the 5<sup>th</sup> semi-annual interest upon said principal note set out in First cause of action.

Fifth Cause of Action:

At the time of delivering the above mentioned notes, and to secure the payment of the same, the defendants John C. Ramsey and Eliza Jane Ramsey, his wife, duly executed and delivered to Joseph J. Dickinson their mortgage deed, conveying the following premises.

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

Part of Virginia Military Survey, number Three Thousand and Seven (3007). Beginning at three white oaks on the right bank of Millcreek and south-east corner to said Survey N<sup>o</sup> 3007; thence with the east line of said Survey north-sine (9<sup>o</sup>) degrees west one hundred and forty  $\frac{3}{4}$   $\frac{20}{100}$  (140  $\frac{20}{100}$ ) poles to a stone, buckeye, sugar and ironwood north-east corner to lot no. 3 of the sub-division of said Survey N<sup>o</sup> 3007; thence with the north line of said lot, south eighty-two (82<sup>o</sup>) degrees, west ninety-one  $\frac{1}{4}$   $\frac{68}{100}$  (91  $\frac{68}{100}$ ) poles to a sugar north-east corner to Elizabeth's Crippin's land; thence with the east line of said land south one hundred and forty and  $\frac{67}{100}$  (140  $\frac{67}{100}$ ) poles to a stake in the South line of said lot N<sup>o</sup> 3; thence with said line north eighty-two (82<sup>o</sup>) degrees and fifteen (15') minutes east one hundred and fourteen and  $\frac{50}{100}$  (114  $\frac{50}{100}$ ) poles to the beginning containing ninety (90) acres, more or less.

Also a part of Virginia Military Survey, number two-thousand nine hundred and ninety-five (2995).

Beginning at a stone (dogwood, white oak and sugar) south-west corner to William H. Elson's land in the west line of said Survey N<sup>o</sup> 2995; thence with said line south nine (9<sup>o</sup>) degrees, east seventy-seven (77) poles to a stake; thence north eighty (80<sup>o</sup>) degrees, east seven  $\frac{3}{4}$   $\frac{50}{100}$  (7  $\frac{50}{100}$ ) poles to the center of Millcreek; thence down said creek with the meanderings thereof to the south line of said William H. Elson's land; thence with said line south eighty (80<sup>o</sup>)

degrees, west twenty seven and  $\frac{5}{100}$  ( $27 \frac{5}{100}$ ) poles to the beginning containing ten (10) acres more or less. Containing in the two tracts conveyed one hundred (100) acres more or less.

Said mortgage deed was upon condition that if the said John C. Ramsey and Eliza Jane Ramsey, his wife, or either of them should pay or cause to be paid unto Joseph J. Dickinson the sum of two thousand dollars, and interest thereon as stipulated in a promissory note, signed by the said John C. Ramsey, a copy of which is given under First cause of action in this petition, and the interest thereon evidenced by ten interest coupons thereto attached, and subject to the conditions thereof, all dated Richmond Indiana, April 28<sup>th</sup> 1888, and due as follows: One for forty seven and  $\frac{5}{100}$  dollars, due September 1<sup>st</sup>, 1888; Eight for seventy dollars each, due respectively March 1<sup>st</sup>,  $\frac{1}{2}$  September 1<sup>st</sup>, 1889, 1890, 1891 and 1892. Also one for ninety-two  $\frac{1}{2}$  of  $\frac{5}{100}$  dollars, due April 28<sup>th</sup>, 1893. All signed by the said John C. Ramsey; then to be void, otherwise to be and remain in full force and virtue in law forever.

And the said mortgagors covenant and agree that until full payment is made of all the moneys secured by this mortgage, they will keep the buildings on said land, or that may be hereafter erected thereon, insured in the sum of eight hundred and fifty dollars in some reliable Insurance Company, to be approved by the said mortgagee, with the policies payable to or assigned to said mortgagee. And if said mortgagors should fail at any time to have and keep said premises insured as agreed above, then said principal sum shall, at the option of the said mortgagee, immediately become due, and, together with the interest thereon accrued, may be collected, and this mortgage may be foreclosed, and other relief may be had in the premises; and the said mortgagee may procure and pay for such insurance, and the said mortgagors expressly agree to pay any amounts so paid for such insurance, with eight per cent. interest per annum thereon, and this mortgage is given to secure the payment thereof.

On the 16<sup>th</sup> day of May, 1888 at 4 $\frac{1}{2}$  o'clock P. M. said mortgage deed was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded in Record of Mortgage in said County, in Volume 27 Page 63. Said mortgage has been duly assigned to Charlotte M. Betts by Joseph J. Dickinson. The conditions of the principal note and mortgage deed, above recited, have not been complied with, and said mortgage deed has become absolute.

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Sixth Cause of Action:

Defendants have not kept the buildings situated on the premises described in the above mentioned mortgage deed (set out under "Fifth cause of action") insured according to their agreement, stipulated in said mortgage deed, and are indebted to plaintiff in the sum of fourteen and  $\frac{7}{10}$  dollars, - which amount plaintiff has paid for defendants in keeping up said insurance, as plaintiff was authorized by defendants to do in said agreement; and which amount plaintiff claims with interest at eight per cent. from the 7<sup>th</sup> day of November, 1890.

Plaintiff therefore asks judgment against the defendant, John C. Ramsey, for two thousand dollars and interest at seven per cent. from September 1<sup>st</sup>, 1890; seventy dollars and interest at eight per cent. from March 1<sup>st</sup>, 1890; seventy dollars with interest on the same at eight per cent. from September 1<sup>st</sup>, 1890; and one hundred dollars attorney fees.

Plaintiff further asks judgment against defendant for fourteen and  $\frac{7}{10}$  dollars with interest on same from the 7<sup>th</sup> day of November 1890; and that the premises described may be sold and the proceeds applied to the payment of said judgment.

J. C. Griffith, Attorney for Plaintiff.

J. C. Griffith, being first duly sworn, says that he is the attorney of the plaintiff, duly authorized in the premises; that the plaintiff is not a resident of this County; and that the facts stated in the foregoing petition are true as he verily believes.

J. C. Griffith.

Sworn to and subscribed before me this 8<sup>th</sup> day of November, 1890.

Seal } R. M. Leroy, Clerk.  
By N. M. Winget, Deputy.

To the Clerk:

Issue Summons in the above action, returnable, according to law. Indorse: "Action for Personal Judgment and Foreclosure"

Summons Afterward, on the 8<sup>th</sup> day of November, 1890, a Summons was issued by the Clerk of Courts, indorsed, to wit:

6093 The State of Ohio  
Union County

To the Sheriff of said County:

You are hereby commanded to notify John C. Ramsey and Eliza Jane Ramsey that they have been sued by Charlotte M. Betts in the Court of Common Pleas of Union County, and must answer by the 6<sup>th</sup> day of December 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  
17<sup>th</sup> day of November, 1890.

Witness my hand and the seal of said Court  
this 8<sup>th</sup> day of November, 1890.

Seal {Indorsed: Personal Judg  
ment & Proclouare} R. M. Leroy, Clerk  
By W. M. Winger, Deputy.

Sheriff's  
Return

And, on the 13<sup>th</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:

0093	Sheriff's Return	\$ 30
	Ad. Ab. Dfts	15
	mileage	2 00
	Copy	40
	Total	\$ 2 85

### Sheriff's Return

Received this writ November 8<sup>th</sup>, 1890, at  
10 o'clock A.M. and served same by delivering a  
certified copy thereof with the indorsement thereon  
to each of the within named defendants on the 13<sup>th</sup> day of  
November, 1890.

Thomas Martin, Sheriff.

Entry

Afterward, on the 15<sup>th</sup> day of February, 1891, the following  
Entry was made on the Journal by the Clerk of Court.

0093 Charlotte M. Betts

vs  
John C. Ramsey et al

Journal 15, Page 464

This cause now coming on for hearing  
on the petition and the evidence, the Court find that the  
defendants have been duly served with summons in this case,  
and that they are in default for answer and demurrer,  
and that the allegations of the petition are thereby confessed  
by them as true, and that there is due the plaintiff from  
the defendant John C. Ramsey, on the promissory notes set  
forth in the petition, with interest to the date of this decree  
which is the first day of this term the sum of \$2,208.<sup>75</sup>  
That there is also due plaintiff from said defendant the  
further sum of \$17.<sup>25</sup>, for insurance paid by plaintiff for  
said defendants use and interest on same to date of  
this decree: that there is also due the plaintiff from said  
defendant \$100.<sup>00</sup> as attorneys fees - making a total indebted-  
ness of \$2,323.<sup>75</sup>.

The Court further find that in order to secure the  
payment of said notes, insurance and attorneys fees, the  
defendants John C. Ramsey and Eliza Jane Ramsey, his  
wife, executed and delivered to Joseph Dickinson their  
certain mortgage, as in the petition described, on the  
premises therein described: that said mortgage was duly  
assigned to Charlotte M. Betts, plaintiff, that said mort-  
gage was duly recorded in Book 27, Page 63, of the Records  
of Mortgages of Union County, Ohio, and is a good and  
valid lien on the premises described in the petition,  
and that the conditions in said mortgage have been

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broken. It is therefore considered by the Court that the plaintiff recover from the defendant, John C. Ramsey, the said sum of \$2323<sup>75</sup>/<sub>100</sub> and his costs herein expended.

And it is further adjudged and decreed that unless the defendant, John C. Ramsey, shall within five days from the entry of this decree, pay, or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid with interest from this ninth day of February, 1891, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order of the Clerk:

Principals

Issue order of "Sale"

J. C. Griffith, Attorney for Plaintiff

Order of Sale

Afterward, on the 16<sup>th</sup> day of February, 1891, an Order of Sale was issued by the Clerk of Court.

0093

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 10<sup>th</sup> day of February, 1891, Charlotte M. Betts obtained a judgment and decree against John C. Ramsey et al for the sum of twenty-three hundred and twenty-three and <sup>75</sup>/<sub>100</sub> dollars, and eight and <sup>5</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 John C. Ramsey et al shall within 5 days from the 10<sup>th</sup> day of February A D. 1891, pay unto the said Charlotte M. Betts the said sum of twenty-three hundred and twenty-three and <sup>75</sup>/<sub>100</sub> dollars with interest from the 9<sup>th</sup> day of February, 1891, and costs aforesaid; and, in default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition &c. And whereas, the 5 days aforesaid have fully expired and the said sum of \$2323<sup>75</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: Part of Virginia Military Survey N<sup>o</sup> 3007. Beginning at three white oaks on the right bank of Millcreek, and south-east corner to said Survey

N<sup>o</sup>: 3007: thence with the east line of said Survey N. 7°  
N. 140 <sup>7</sup>/<sub>10</sub> poles to a stone, buckeye, sugar and ironwood N. E.  
corner to lot N<sup>o</sup>: 3 of the sub-division of said Survey N<sup>o</sup>: 3007:  
thence with the north line of said lot S. 82° - N. 91 <sup>4</sup>/<sub>10</sub> poles to  
a sugar N. E. corner to Elizabeth Crippins land: thence  
with the east line of said land S. 140 <sup>7</sup>/<sub>10</sub> poles to a stake  
in the south line of said lot N<sup>o</sup>: 3: thence with said line  
N. 82° - 15', S. 114 <sup>5</sup>/<sub>10</sub> poles to the beginning containing 90 acres  
more or less.

Also a part of the Virginia Military Survey  
N<sup>o</sup>: 2995. Beginning at a stone (dogwood, white oak  
and sugar) south west corner to William W. Elson's land  
in the west line of said Survey N<sup>o</sup>: 2995: thence with  
said line S. 9° E. 77 poles to a stake: thence N. 80° E. 7 <sup>5</sup>/<sub>10</sub>  
poles to the center of Millcreek: thence down the center of  
said creek with the meanderings thereof to the south  
line of said William W. Elson's land: thence with said  
line South 80° N. 27 <sup>5</sup>/<sub>10</sub> poles to the beginning, containing  
ten acres more or less. Containing in the two tracts  
conveyed 100 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 regu-  
lating Sales on Execution, and that you apply the  
proceeds of such sale in satisfaction of said judg-  
ment and decree, with costs and interest, as speci-  
fied therein: and that you make report of your  
proceedings herein, to our Court of Common Pleas  
within sixty days from the date hereof and bring this  
order with you.

Witness my signature as Clerk of our said  
Seal } Court of Common Pleas, and the seal of said  
Court, at Marysville, this 16<sup>th</sup> day of February 1891.  
R. M. Leroy, Clerk.

Sheriff's Return said County returned said writ to the Clerk's office in  
said Court, which return is as follows

6093 The State of Ohio. | Sheriff's Return.  
Union County, ss.

Received this writ on the 16<sup>th</sup> day of February  
A. D. 1891, and on the 17<sup>th</sup> day of February, A. D. 1891, I called  
an inquest of R. L. Stimmel, G. O. Diggitt and William Torrey  
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: \$27<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.

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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 *Marionville 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 21<sup>st</sup> day of March A. D. 1891 at the door of the Court House, in Marionville 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 Charles A. Francisco, Trustee, for the sum of twenty-three dollars per acre.

Thomas Martin, Sheriff.

Sheriff's Sale

Proof of Publication

Charlotte M. Betts

Or

6093

John C. Ramsey et al.

On Order of Sale.

Court of Common Pleas.

Union County, Ohio

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County Ohio, I will offer for sale at the north door of the Court House in Marionville, Ohio, on Saturday March 21<sup>st</sup>, 1891, at or about the hour of one o'clock P. M. on said day, the following described real estate, to wit: Situate in the township of Dover County of Union and State of Ohio and bounded and described as follows:

Part of Virginia Military Survey N<sup>o</sup> 3007 beginning at three white oaks on the right bank of Millcreek and south-east corner to said Survey N<sup>o</sup> 3007: thence with the east line of said survey N. 9° W. 74° 2/10 poles to a stone, buckeye and sugar and ironwood north-east corner to lot N<sup>o</sup> 3 of the sub-division of said survey N<sup>o</sup> 3007: thence with the north line of said lot south 82° west 91 6/10 poles to a sugar north-east corner to Elizabeth Cruppin's land: thence with the east line of said land south 140 7/10 poles to a stake in the south line of said lot N<sup>o</sup> 3 thence with said line north 82°-15'-east 114 4/10 poles to the beginning containing 90 acres, more or less.

Also another tract of land, situate in Millcreek township, County and State, part of Virginia Military Survey N<sup>o</sup> 2995. Beginning at a stone (dogwood, white oak and sugar) south-west corner to William H. Elson's land in the west line of said Survey N<sup>o</sup> 2995: thence with said line south 9° east 77 poles to a stake: thence north 80° east 7 5/10 poles to the center of Millcreek: thence down the center

of said creek with the meanderings thereof to the south line of said William H. Elson's land: thence with said line south 80° west 27 <sup>5</sup>/<sub>16</sub> poles to the beginning, containing ten acres, more or less, containing in the two tracts 180 acres, more or less.

Appraised at \$27<sup>00</sup> per acre. Terms of Sale, - - Cash.

Thomas Martin, Sheriff.

Printer's Fees - \$18 <sup>25</sup>/<sub>100</sub>.

Union County, Ohio.

The State of Ohio.

Union County, S.S.

The undersigned being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with February 18<sup>th</sup>, 1891.

W. C. Shearer.

Sworn to and subscribed before me, this 30<sup>th</sup> day of March, 1891.

Seal R. M<sup>r</sup>. Croy, Clerk.

Entry

6093

Afterward, on the 11<sup>th</sup> day of April, 1891, the following Entry was made on the Journal by the Clerk of Court.

Charlotte M. Betts

vs.

Journal 13, Page 514.

John B. Ramsey et al

On motion of the plaintiff and upon her producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being 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 on motion of plaintiff it is further ordered that the said Sheriff convey to Charles A. Francisco, as Trustee, by deed according to law, the property so sold, and a writ of possession is awarded to put said Charles A. Francisco, Trustee, into possession of said premises.

It is further ordered that the Clerk cause cancellation 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 \$2300<sup>00</sup>, it is ordered that the said Sheriff, out of the proceeds of said sale pay,

First: - To the Treasurer of this County the taxes, penalties and interest against said property, to wit: the sum of \$133. <sup>75</sup>/<sub>100</sub>.

Secondly: - The costs of this action taxed at \$44 <sup>75</sup>/<sub>100</sub>, and the costs of surveying said premises as agreed upon by

Petition

5983

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the parties in this case amounting to \$10<sup>00</sup>  
Thirdly: To the plaintiff, Charlotte M. Betts, the balance of the said money remaining in his hands, to wit: \$111<sup>60</sup> to be applied as a credit upon her judgment against the said John C. Ramsey, defendant.

And there still remaining due to said Charlotte M. Betts the sum of \$243<sup>42</sup> it is considered that she recover the same from the defendant, John C. Ramsey, and execution is awarded.

Attest  
R M Crony 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 February, to wit, on the 9<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered, that heretofore, to wit, on the 3<sup>rd</sup> day of May, 1890, Clement Evans, Admr. filed in the Clerk's office of the said Court of Common Pleas the following Petition against Israel Brobeck et al. to wit:

Petition  
5983

Clement Evans, Admr. with the Will annexed of the estate of Henry Brobeck Decd.  
vs.  
Israel Brobeck, Susan Arnold, <sup>and</sup> Geo. Arnold, her husband, Mary Arnold <sup>and</sup> John Arnold, her husband, Elizabeth Frederick, John Brobeck, Rebecca Mitchell <sup>and</sup> John Mitchell, her husband, Abraham Brobeck, Sarah A. Bishop <sup>and</sup> Hamilton Bishop, her husband, Joseph Brobeck, Amanda Wagner <sup>and</sup> James Wagner, her husband, Ethelinda Noumaker, <sup>and</sup> Samuel Noumaker, her husband, Mary M. Brobeck, widow of said decedent, and The Connecticut Mutual Life Insurance Company.

Court of  
Common Pleas  
Union County Ohio

The plaintiff says: that he is the duly appointed and qualified Administrator with the Will annexed of the estate of Henry Brobeck, late of Union County, Ohio, deceased, and that the said Henry Brobeck died, leaving a last will and testament which since his death has been duly proven and admitted to probate and record in the Probate Court of Union County Ohio, said Probate being the proper Court in which to probate and record the same.

Said plaintiff further says, and respectfully repre-

sents to the Court here, that valid debts and evidence of indebtedness, claimed to be valid debts, against the estate of the said Henry Brobeck, deceased, have already been presented to petitioner, as Administrator, as aforesaid for allowance and payment from the assets of said estate, amounting to the sum of four thousand four hundred and ninety dollars and seven cents (a schedule of which debts is hereto attached marked "A") that the costs and expenses of administration will amount to about three hundred dollars. And that the total value of the personal estate and effects of said decedent is but four hundred and six dollars and forty-nine cents, as is shown by the sale bill of the chattel property of said decedent, which together with notes, returned as due to decedent by the appraisers of said estate, amounted to the sum of six hundred and fifty-two dollars, making a total of the sale bill and notes so sold and appraised the sum of one thousand and fifty-eight dollars and forty-nine cents, as the entire assets of said estate of which said last mentioned sum there can be collected no more than the sum of four hundred and forty dollars and forty-nine cents by reason of the insolvency of the makers of said notes; the personal estate and effects of said decedents are <sup>therefore</sup> wholly insufficient to pay the debts, costs, and expenses aforesaid.

Said plaintiff further represents and says, that the said Henry Brobeck died seized in fee simple of the following described real estate, situate in the County of Union in the State of Ohio, and in Jerome Township, in Survey N<sup>o</sup> 2925, and bounded and described as follows: to-wit:

Beginning at a stake in the east line of Survey N<sup>o</sup> 2925 and north-east corner to lot N<sup>o</sup> 1 of the division of the William M<sup>o</sup> Croy farm (the S. E. corner to this said Survey N<sup>o</sup> 2925 bears S. 7<sup>o</sup> 1/2 - E. 65<sup>o</sup> 3/4 poles): thence with the east line of said Survey N. 7<sup>o</sup> 1/2 - W. 37<sup>o</sup> 3/4 poles to a stake S. E. corner to lot N<sup>o</sup> 3 of said division: thence with the south line of lot N<sup>o</sup> 3 S 82<sup>o</sup> 1/2 - W. 130<sup>o</sup> 3/4 poles to a stake corner to lot N<sup>o</sup> 3 in the Crotinger road: thence with the center of said road S 14<sup>o</sup> - E. 37<sup>o</sup> 3/4 poles to a stake north-west corner to lot N<sup>o</sup> 1: thence with the north line of said lot N<sup>o</sup> 1 N 82<sup>o</sup> 1/2 - E. 127 poles to the beginning, containing 35 acres and 20 poles, more or less.

Part of Survey N<sup>o</sup> 2925. Also lot N<sup>o</sup> 3. Beginning at a stone south-east corner to J. G. Warner's land in the east line of said Survey N<sup>o</sup> 2925: thence with the south line of said land South 82<sup>o</sup> 1/2 - W. 80 poles to a stone south-west corner to said land and in the east line of lot N<sup>o</sup> 4 of the division of William M<sup>o</sup> Croy's farm: thence with said line S 9<sup>o</sup> - E. 59<sup>o</sup> 3/4 poles to a stake corner to said lot N<sup>o</sup> 4: thence with the south line of said lot S 82<sup>o</sup> 1/2 - W. 56<sup>o</sup> 3/4 poles to a stake, corner to said lot N<sup>o</sup> 4 in the center of the Crotinger road: thence

with the north-west corner to thence beginning of Survey

died he who is believes a right but the and so widow to her further therefore of the s Mary M Brobeck 23<sup>rd</sup> day post the terms, and in would said M. Brobeck all her dower, was the a mortg as afo in pur as afo of Febru M. Brob for the real es and in last M executed for sai -said, said M said M

with the center of said road S.  $14^{\circ}$  - E.  $37^{\frac{2}{100}}$  poles to a stake north-west corner to lot N<sup>o</sup> 2 of said division: thence with the north line of said lot N.  $82^{\frac{2}{2}}$  - E.  $130^{\frac{4}{100}}$  poles to a stake corner to said lot N<sup>o</sup> 2 in the east line of said survey N<sup>o</sup> 2925 thence with said line N.  $7^{\frac{1}{2}}$  - W.  $96^{\frac{5}{100}}$  poles to the place of beginning, containing 60 acres and 30 poles more or less. Part of Survey N<sup>o</sup> 2925.

The plaintiff says that the said Henry Brobeck died leaving Mary M. Brobeck, his widow, surviving him who is still living and as the plaintiff is informed and believes she the said Mary M. Brobeck, as such widow, claims a right of dower in the real estate herebefore described: but the plaintiff says that he has been informed, believes and so charges herein, that she the said Mary M. Brobeck widow as aforesaid is not entitled to have dower assigned to her in said real estate, for the reason as plaintiff further says that he has been informed, verily believes, and therefore charges further herein: that after the marriage of the said Henry Brobeck, now deceased, with the said Mary M. Brobeck, in the life-time of the said Henry Brobeck, the said Henry Brobeck, to wit: on or about the 23<sup>rd</sup> day of February, A. D. 1887, made and entered into a post nuptial agreement with the said Mary M. Brobeck, in terms, effect and in substance following, to wit: that for and in consideration, that, he the said Henry Brobeck would by a good and sufficient deed, convey to her said Mary M. Brobeck certain real estate hereinafter described, and of which, said Henry Brobeck, was then seized and possessed in fee-simple, she the said Mary M. Brobeck, in writing would release and forever quit claim all her right, title, interest and claim to or expectancy of dower, in any real estate of which the said Henry Brobeck was then seized or might be seized and possessed.

And would, also, assume and pay off and discharge a mortgage lien on the real estate so to be conveyed to her, as aforesaid.

And the plaintiff further says that in pursuance of said agreement, made and entered into as aforesaid, the said Henry Brobeck, did on the 22<sup>nd</sup> day of February A. D. 1887, cause to be conveyed to said Mary M. Brobeck, through the intervention of a trustee in trust for the use and benefit of said Mary M. Brobeck, the said real estate so to be conveyed to her by said agreement, and in the manner and form following, to wit: On said last mentioned date, the said Henry Brobeck made and executed to David M<sup>o</sup> Come, a deed of general warranty, for said real estate, but intended to be in trust, as aforesaid, and to be by said David M<sup>o</sup> Come conveyed to the said Mary M. Brobeck to carry out, on the first part of the said Henry Brobeck his part of said post nuptial agreement,

which said real estate is situate in the County of Union and State of Ohio and bounded and described as follows, to wit: A strip or parcel of land off of the north end of a lot of land owned by J. E. M<sup>c</sup>Cune, and lying west of the Chillicothe road, it being part of Survey N<sup>o</sup>: 7758.

Beginning at a stake at the N. E. corner of J. E. M<sup>c</sup>Cune's lot of land in the line between said J. E. M<sup>c</sup>Cune and Asa Converse, and west side of said Chillicothe road; and thence running south 85° W. 12 poles and 18 links to a stake; thence N. 85° E. 12 poles and 13 links to the Chillicothe road; thence N. 22° W. with said road 3 poles and 22 links to the place of beginning containing  $\frac{1}{4}$  of an acre, more or less. And the plaintiff further says, that the consideration money named in said deed, executed as aforesaid by the said Henry Brobeck to said David M<sup>c</sup>Cune was one thousand dollars, but no money was, nor intended to be paid by said David M<sup>c</sup>Cune to said Henry Brobeck and the consideration and the only consideration for said real estate was, that, the said David M<sup>c</sup>Cune, was to receive said deed conveying to him the legal title to said real estate, in trust, as aforesaid, for the benefit of the said Mary M. Brobeck, and that he the said David M<sup>c</sup>Cune would immediately convey said real estate to the said Mary M. Brobeck, in pursuance of the post nuptial agreement hereinbefore set forth.

And the plaintiff says, that in pursuance of said agreement made between said Henry Brobeck and said David M<sup>c</sup>Cune, as aforesaid, the said David M<sup>c</sup>Cune did, on the said 23<sup>rd</sup> day of February, A. D. 1887, by deed of general warranty, convey said real estate to the said Mary M. Brobeck, the consideration named in said last mentioned deed of conveyance from said David M<sup>c</sup>Cune, was sixteen hundred dollars, but no money was paid nor intended to be paid by said Mary M. Brobeck to said David M<sup>c</sup>Cune, and the consideration, and only consideration was the execution, by the said David M<sup>c</sup>Cune of the trust, as hereinbefore stated, and thereby enabling the said Henry Brobeck to execute his part of said post nuptial agreement, made, as aforesaid with the said Mary M. Brobeck, and the said Mary M. Brobeck then and there received and accepted said deed of conveyance from said David M<sup>c</sup>Cune as the full performance of the said Henry Brobeck, of his part of said post nuptial agreement took possession of said real estate so conveyed to her, has ever since held and still holds the same, but after receiving said deed, she refused to perform her part of said post nuptial agreement, by executing a written release or quit claim of her right, interest and expectancy of dower in and to the real estate of the said Henry Brobeck, of

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which he was then, or might thereafter die seized and so refused during his life time, and still refuses so to do and since the death of the said Henry Brobeck, and since the probate and record of his said last will and testament (there having no bequest or provision made therein for her), she, said Mary M. Brobeck has duly appeared in the probate court of Union County, Ohio, and made her election not to take under the Will, and elect to take under the law. And by reason of her neglect and refusal to execute her part of said post-nuptial agreement, and her election to take under the law, as aforesaid, a cloud is cast and rests upon the title to said real estate now sought to be sold (as herein-after described) for the payment of the debts and charges against the estate of the testator, which will greatly injure the sale of the same, and such cloud should be removed, by the consideration judgment, order and decree of this Court made thereon, or otherwise disposed of by the Court, on a hearing, according to law and the rights and equities of the parties in interest, so that the title to said real estate may be quieted, and the purchaser at a sale that may be ordered, can obtain a clear and unincumbered title thereto.

Plaintiff further says that the "Connecticut Mutual Life Insurance Company" have or claim to have a mortgage lien on said real estate sought as aforesaid to be sold, the exact amount of which is not known.

Plaintiff further says that the following named persons are children, the only children, heirs at law, and devisees of the said Henry Brobeck, deceased, having the next estate of inheritance in the real estate first herein described after the payment of the debts and costs of the administration of said testator's estate, and their place of residence are as follows, to-wit: Israel Brobeck, residing in Paulding County Ohio; Susan Arnold, intermarried with George Arnold, residing in Union County Ohio; Mary Arnold, intermarried with John Arnold, residing in Keokuk County, State of Iowa; Elizabeth Frederick, residing in Union County Ohio, intermarried with Isaac W. Frederick who is deceased; John Brobeck, residing in Columbiana County Ohio; Rebecca Mitchell, intermarried with John Mitchell residing in Keokuk County, State of Iowa; Abraham Brobeck residing in Union County, Ohio; Sarah A. Bishop, intermarried with Hamilton Bishop, residing in Linn County, State of Oregon; Joseph Brobeck, residing in Marion County, Ohio; Amanda Wagner, intermarried with James Wagner, residing in York County, State of Nebraska, and Ethelinda Noumaker, intermarried with Samuel Noumaker, residing in Bourbon County, State of Kansas.

The plaintiff therefore prays that the said children, devisees, and heirs-at-law named in this petition together with their husbands named herein and the said Mary M. Brobeck, and the Connecticut Mutual Life Insurance Company may be made parties defendants to this petition, that the several rights and liens of all the parties hereto may be fully determined and adjusted by the judgment and decree of this Court; that the said Mary M. Brobeck may be adjudged and decreed to be barred of her right to have dower assigned to her in the real estate sought to be sold for the payment of the debts of said decedent as described in the petition or that she may be ordered, adjudged and decreed to surrender the real estate conveyed to her in lieu of her dower subject to the payment made by her of the mortgage that was a lien on said real estate so conveyed to her in lieu of dower by virtue of the post nuptial agreement set forth in the petition; that the title to said real estate first in this petition described be quieted and the same ordered to be sold free and unincumbered of dower for the payment of the debts of said decedent and costs of Administration, and for such other and further relief in the premises as he is entitled by law and equity to have and receive.

John B. Coate,

Cole & Bates, Attys. for Pltff.

State of Ohio,  
Union County ss

Clement Evans, being first duly sworn according to law, says he is the duly appointed and qualified administrator with the will annexed of the estate of said Henry Brobeck, deceased, and the plaintiff in said petition and that the facts stated and allegations in said petition are true as he believes.

Clement Evans.

Sworn to and subscribed before me this 3<sup>rd</sup> day of May, 1890.

Seal R. M. Croug, Clerk.

Schedule  
A.

Schedule of Debts against the estate of Henry Brobeck, deceased.

1889.	December 5 <sup>th</sup> ,	F. Gobb, Undertaker, \$100 <sup>00</sup>
	November 23 <sup>rd</sup> ,	Jacob Brobeck, nurse 91 <sup>00</sup>
	" 23 <sup>rd</sup> ,	Dr. Roffy, Physicians Bill \$50 <sup>00</sup>
	December 17 <sup>th</sup> ,	Dr. Harriott " " 15.60
	November 8 <sup>th</sup> ,	Notice of appointment of Admr.
		"Marionville Tribune" advertising 3.50
		Sale

Summons

5983

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	December 14 <sup>th</sup>	Probate Court costs - - -	\$14.35
	November 21 <sup>st</sup>	J. S. Gillespie, J. P. Swearing Apis.	1.50
	" " 21 <sup>st</sup>	Appraisers fee	3.00
	December 10 <sup>th</sup>	Crying sale, E. J. Evans	8.50
	" " 10 <sup>th</sup>	Clerk of Sale, H. S. Gillespie	1.50
	" " 10 <sup>th</sup>	Witness to Will, S. Warborrow	4.00
	" " 27 <sup>th</sup>	Sidney Holmes, digging grave	1.50
	" " "	E. Noumaker, note	580.00
	" " 21 <sup>st</sup>	Charles Smith, note, (Security)	68.45
1890	January 3 <sup>rd</sup>	J. T. Hutchinson, note	1120.00
	" " 4 <sup>th</sup>	M <sup>rs</sup> . Stendie Bishop	1.00
		Comm. Mutual Life Ins. Mortgage	1300.00
	October 1 <sup>st</sup>	Interest on mortgage	42.25
1889	December	Widow's allowance (Court's allowance)	400.00
	November 21 <sup>st</sup>	Lattimer & Hamilton account	6.77
1890	February 17 <sup>th</sup>	H. Brobeck, work	41.67
	" " 18 <sup>th</sup>	D. N. Matine, Physicians bill	2.65
	" " 24 <sup>th</sup>	Abe Brobeck, account	31.75
	March 18 <sup>th</sup>	J. E. M <sup>rs</sup> . Cune, witness to will	3.30
		Gravel Road tax	4.73
		Land & Chattel, including June 1890, tax	485.8
			<u>8449.07</u>

To Clerk of Common Pleas Court  
Union County, Ohio.

Issue Summons in the suit of Clement Evans, Administrator <sup>with</sup> will annexed of the estate of Henry Brobeck deceased, vs. Israel Brobeck et al. for the following defendants:

Israel Brobeck, Susan Arnold, George Arnold, Mary Arnold, John Arnold, Elizabeth Frederick, John Brobeck, Mary M. Brobeck, Rebecca Mitchell, John Mitchell, Abraham Brobeck, Sarah A. Bishop, Hamilton Bishop, Joseph Brobeck, Amanda Wagner, James Wagner, Ethelinda Noumaker and Samuel Noumaker. Indorse: Sale of land by Administrator and equitable relief, returnable according to law.

John B. Coate <sup>3rd</sup>  
Cole & Bales, Attorneys for Plaintiff

Summons

Afterward on the 3<sup>rd</sup> day of May, 1890, a Summons was issued by the Clerk of Court, to wit:

5983

The State of Ohio,  
Union County ss. To the Sheriff of said County.  
You are hereby commanded to notify Susan Arnold, and George Arnold, her husband, Elizabeth Frederick Abraham Brobeck, and Mary M. Brobeck, widow of decedent (impleaded with others) that they have been sued by Clement Evans, Administrator of the estate of Henry Brobeck, deceased, in the Court of Common Pleas of Union County, and must answer by the 31<sup>st</sup> day of May, 1890, or the petition of the said plaintiff will be taken as true, and judgment rendered accord-

of Brobeck.

ingly. You will make due return of this summons on the 2<sup>d</sup> day of May, 1890.

Witness my hand and the seal of said Court, this 3<sup>d</sup> day of May, A. D. 1890.

Seal

R. M. Groy, Clerk.

Sheriff's Return

And, on the 8<sup>d</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:

Sheriff's Return	\$ 30
Adial Dfts	60
Mileage	4 00
Copy	1 00
Total	\$ 6 70

The State of Ohio,

Union County

Sheriff's Return.

Received this writ May 3<sup>d</sup>, 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 7<sup>d</sup> day of May, 1890.

Thomas Martin, Sheriff.

Summons

Afterward, on the 3<sup>d</sup> day of May, 1890, a Summons was issued by the Clerk of Court, to wit:

5983

The State of Ohio,  
Union County.

To the Sheriff, of said County:

You are hereby commanded to notify Amanda Wagner and James Wagner (impleaded with others) that they have been sued by Clement Evans, Admr. of estate of Henry Brobeck, deceased, in the Court of Common Pleas of Union County, and must answer by the 14<sup>d</sup> day of June, 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 26<sup>d</sup> day of May, 1890.

Witness my hand and the seal of said Court.

Seal

this 3<sup>d</sup> day of May A. D. 1890.

R. M. Groy, Clerk.

We hereby acknowledge service of the within summons and enter our appearance herein, May 11<sup>d</sup>, 1890.

Amanda Wagner

(Signed) J. W. Wagner.

Summons

Afterward, on the 3<sup>d</sup> day of May, 1890, a Summons was issued by the Clerk of Court, to wit:

5983

The State of Ohio,  
Union County.

To the Sheriff

You are hereby commanded to notify Ethelinda Nouemaker and Samuel Nouemaker (her husband, impleaded with others) that they have been sued by Clement Evans in the Court of Common Pleas of Union County, and must answer by the 14<sup>d</sup> day of June, 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

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the 26<sup>th</sup> day of May, 1890.

Witness my hand and the seal of said Court, this 3<sup>rd</sup> day of May A. D. 1890.

Seal

R. M. Croy, Clerk.

We hereby acknowledge service of the within summons and enter our appearance herein, May 10<sup>th</sup>, 1890.

Etherlinda Houmaker

Samuel Houmaker.

Summons

Afterward, on the 3<sup>rd</sup> day of May, 1890, a Summons was issued to the Clerk of Court, to wit:

5983

The State of Ohio

Union County

You are hereby commanded to notify Israel Brobeck (impleaded with others) that he has been sued by Clement Evans, Admr. of estate of Henry Brobeck, deceased, in the Court of Common Pleas of Union County, and must answer by the 14<sup>th</sup> day of June, 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 26<sup>th</sup> day of May, 1890.

Witness my hand and the seal of said Court this 3<sup>rd</sup> day of May, 1890.

Seal

R. M. Croy, Clerk.

I hereby acknowledge service of the within summons and enter my appearance herein May 9<sup>th</sup>, 1890.

Israel Brobeck.

Summons

Afterward, on the 3<sup>rd</sup> day of May, 1890, a Summons was issued by the Clerk of Court, to wit:

5983

The State of Ohio,

Union County,

You are hereby commanded to notify Mary Arnold and John Arnold (impleaded with others) that they have been sued by Clement Evans, Admr. of the estate of Henry Brobeck, deceased, in the Court of Common Pleas of Union County, and must answer by the 14<sup>th</sup> day of June, 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 this 26<sup>th</sup> day of May, 1890.

Witness my hand and the seal of said Court this 3<sup>rd</sup> day of May, 1890.

Seal

R. M. Croy, Clerk.

We hereby acknowledge service of the within summons and enter our appearance herein May 9<sup>th</sup>, 1890.

Mary Arnold

J. J. Arnold.

Summons

Afterward, on the 3<sup>rd</sup> day of May, 1890, a Summons was issued by the Clerk of Court.

5983

The State of Ohio, Union County ss. You are hereby com-

manded to notify Sarah A. Bishop and Hamilton Bishop (impleaded with others) that they have been sued by Clement Evans, Admr. of estate of Henry Brobeck, deceased in the Court of Common Pleas of Union County, and must answer by the 14<sup>th</sup> day of June, 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 26<sup>th</sup> day of May, 1890.

Witness my hand and the seal of said Court, this 3<sup>rd</sup> day of May, 1890.

R. M. Croy, Clerk.

Seal

State of Oregon  
Union County

We hereby acknowledge service of the within summons. S. A. Brobeck  
H. Bishop.

Summons

Afterward, on the 3<sup>rd</sup> day of May, 1890, a Summons was issued by the Clerk of Court, to wit:

5983

State of Ohio,

Union County You are hereby commanded to notify Joseph Brobeck (impleaded with others) that he has been sued by Clement Evans, Admr. of estate of Henry Brobeck deceased, in the Court of Common Pleas of Union County and must answer by the 14<sup>th</sup> day of June, 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 26<sup>th</sup> day of May, 1890.

Witness my hand and the Seal of said Court, this 3<sup>rd</sup> day of May, 1890.

Seal

R. M. Croy, Clerk.

We hereby acknowledge service of the within summons and enter our appearance herein May - 1890.

Jos. Brobeck.

Summons

Afterward, on the 3<sup>rd</sup> day of May, 1890, a Summons was issued by the Clerk of Court, to wit:

5983

The State of Ohio,

Union County, ss You are hereby commanded to notify John Brobeck (impleaded with others) that he has been sued by Clement Evans, Admr. of estate of Henry Brobeck deceased, in the Court of Common Pleas of Union County, and must answer by the 14<sup>th</sup> day of June, 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 26<sup>th</sup> day of May, 1890.

Witness my hand and the seal of said Court this 3<sup>rd</sup> day of May, 1890.

Seal

R. M. Croy, Clerk.

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I hereby acknowledge of the within summons and waive process and enter my appearance herein, May - 1890.

J. H. Brobeck.

Summons

Afterward, on the 3<sup>rd</sup> day of May, 1890, a Summons was issued by the Clerk of Court, to wit:

5983

The State of Ohio,  
Union County.

You are hereby commanded to notify Rebecca Mitchell and John Mitchell (impleaded with others) that they have been sued by Clement Evans, Admr. of Henry Brobeck, deceased, in the Court of Common Pleas of Union County, and must answer by the 14<sup>th</sup> day of June, 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 26<sup>th</sup> day of May, 1890.

Witness my hand and the seal of said

Seal

Court, this 3<sup>rd</sup> day of May, 1890.

R. M. Croy, Clerk.

We hereby waive the serving of process, and acknowledge service, and enter our appearance herein May 15<sup>th</sup>, 1890.

Rebecca Mitchell

John Mitchell.

Answer

Afterward, on the 17<sup>th</sup> day of October, 1890, the following Answer<sup>nd</sup> Cross-Petition was filed with the Clerk

Cross-Petition

State of Ohio.

Union County ss.

In the Common Pleas Court.

of

Clement Evans as Admr. with the Will annexed of the Estate of Henry Brobeck, decd.

Mutual Life Ins. Co.

5983

Israel Brobeck, Susan Arnold, George Arnold, her husband, Mary Arnold, John Arnold, her husband, Elizabeth Frederick, John Frederick, Rebecca Mitchell, John Mitchell, her husband, Abraham Brobeck, Sarah A. Brobeck, Hamilton Brobeck, Joseph Brobeck, Amanda Wagner, James Wagner, Ethelinda Noumaker, Samuel Noumaker, Mary M. Brobeck, The Com. Mutual Life Insurance Company.

The said "The Connecticut Mutual Life Insurance Company, for its answer and cross-petition against the plaintiff and co-defendants herein says and avers: That it is a corporation duly organized under and by virtue of the laws of the State of Connecticut, and duly authorized to do and transact business in the State of Ohio. And cross-complainant further says that on the 4<sup>th</sup> day of November, 1885, Henry Brobeck, then in life, but since deceased, executed and delivered to plaintiff his certain principal promissory note of that

date, due five years thereafter, calling for the sum of Thirteen hundred dollars, (\$1300<sup>00</sup>) with eight per cent. interest per annum from maturity; also ten coupon interest notes attached to said principal note, same being given for and representing the semi-annual interest on said principal note for the term of five years, said notes each bearing even date with said principal note each calling for the sum of forty two and  $\frac{2}{5}$  dollars (\$42<sup>25</sup>) with eight per cent. interest after maturity and falling due in 6, 12, 18, 24, 30, 36, 42, 48, 54  $\frac{1}{2}$  and 60 months after date.

And cross-complainant says further, that the coupon interest notes falling due in 6, 12, 18, 24, 30, 36, 42, and 48 months after date respectively were paid, and said principal note, and said coupon interest notes due 54 and 60 months after date remain wholly unpaid, that the cross-complainant is now the holder and owner of said notes and no payments have been made thereon.

And cross-complainant avers that there is just due and owing it on said principal note the said sum of thirteen hundred dollars (\$1300<sup>00</sup>) with eight per cent. interest thereon from the 4<sup>th</sup> day of May 1890, that there is just due and owing cross-complainant on said coupon interest note due 54 months after date the sum of forty-two and  $\frac{2}{5}$  dollars (\$42<sup>25</sup>) with eight per cent. interest thereon from the 4<sup>th</sup> day of May 1890.

Your orator further pleading avers that to secure the payment of said principal note and said coupon interest notes with the interest thereon as they should severally become due, the said Henry Brobeck and Mary M. Brobeck, his wife, at the time of the execution of said notes, to-wit: November 4<sup>th</sup>, 1885, executed and delivered to this cross-complainant their certain mortgage deed (the said Mary M. Brobeck, wife of said Henry Brobeck, joining therein for the purpose of barring her right and expectancy of dower) there and thereby on said 4<sup>th</sup> day of November 1885 conveying to your orator its successors and assigns the following real estate, lying and being situated in Jerome Township, Union County and State of Ohio, and described as follows, to-wit:

A part of Survey N<sup>o</sup> 2925 bounded and described as follows: Beginning at a stake in the east line of Survey N<sup>o</sup> 2925 and north-east corner to lot N<sup>o</sup> 1 of the division of the William M<sup>o</sup> Croy farm the south-east corner to this survey N<sup>o</sup> 2925 bears south  $7\frac{1}{2}$  - east 60. <sup>80</sup> poles: thence with the east line of said Survey north  $7\frac{1}{2}$  west 37. <sup>00</sup> poles to a stake south-east corner to lot N<sup>o</sup> 3 of said division: thence with the south line of lot N<sup>o</sup> 3 south  $8\frac{1}{2}$  - west 130 <sup>60</sup> poles to a stake corner to lot N<sup>o</sup> 3 in the Brotinger road: thence with the center of said road south  $14^{\circ}$

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east  $37^{\circ}$  poles to a stake N. W. corner to lot N<sup>o</sup> 1: thence with the north line of said lot N<sup>o</sup> 1 north  $82^{\circ}$  - east 127 poles to the place of beginning, containing 30 acres and 20 poles more or less.

Also lot N<sup>o</sup> 3. Beginning at a stake south-east corner to J. G. Warner's land in the east line of said survey N<sup>o</sup> 2925: thence with the south line of said land south  $82^{\circ}$  - west 80 poles to a stone S. W. corner to said land, and in the east line of lot N<sup>o</sup> 4 of the division of the William W<sup>o</sup> Brody farm: thence with the said line south  $9^{\circ}$  - east  $59^{\frac{1}{2}}$  poles to a stake corner to said lot N<sup>o</sup> 4: thence with the south line of said lot south  $82^{\circ}$  - west  $56^{\frac{1}{2}}$  poles to a stake, corner to lot N<sup>o</sup> 4 in the center of the Brodinger road: thence with the center of said road south  $14^{\circ}$  - east  $37^{\frac{1}{2}}$  poles to a stake N. W. corner to lot N<sup>o</sup> 2 of said division: thence with the north line of said lot north  $82^{\circ}$  - east 130 poles to a stake corner to lot N<sup>o</sup> 2 in the east line of said Survey N<sup>o</sup> 2925: thence with said line north  $7^{\frac{1}{2}}$  - west  $96^{\frac{1}{2}}$  poles to the place of beginning, containing 60 acres and 30 poles more or less, and part of survey N<sup>o</sup> 2925 with all the buildings and appurtenances therunto belonging. And your orator says further, that said mortgage deed had and has a certain condition therein and thereunder written providing and stipulating in substance, that in case the said Henry Brobeck, his heirs, or assigns, should fail to pay said principal, and said coupon interest notes, with the interest thereon according to the tenor and effect thereof when they or any of them should become due, then, and in either event the entire debt secured by said mortgage deed should become due and payable, and foreclosure of said mortgage could be had at the option of the cross-complainant.

And your orator avers that the said Henry Brobeck is dead, and that the petitioner herein is the administrator with the will annexed of his estate: that the widow and children of said decedent are parties to the petition herein; that said administrator, and said widow and heirs, have failed to pay said notes aforesaid according to the tenor and effect thereof: that they and each of them failed to pay the coupon interest note due 57 months after date, which became due on the 4<sup>th</sup> day of May, 1890, and the same is yet due and unpaid.

And your orator further avers that said mortgage deed was on the 13<sup>th</sup> of November 1885 at 11<sup><sup>o</sup> 25</sup> o'clock A. M. of said day deposited with the Recorder of Union County, Ohio, for record, and was by said Recorder duly recorded in Volume 22, Page 368 of the records of Mortgages of Union County, Ohio.

And your orator further avers that its co-defendants

herin each have a claim to have some interest in or title to the real estate hereinbefore described. but the nature and extent of their claims are not known to our orator other than that the same are junior and subordinate to the lien and claim of cross-complainant said mortgage deed.

Your orator further avers that the land described in the petition of plaintiff herein include the lands in this answer and cross-petition described. And your orator says and avers further that it has and holds the first and best lien on said real estate herein described to secure the debt due it as aforesaid, and the same should be first ordered paid out of the proceeds derived from the sale of the lands.

Wherefore your orator prays that an account be taken of the amount due cross-complainant; that the Court ascertain the same due your orator; that said lands be ordered sold; that out of the proceeds of such sale the court order and direct said administrator and petitioner herein to first pay cross-complainant the amount so found due it as aforesaid together with eight per cent. interest thereon, and for all such other <sup>for</sup> relief as cross-complainant may be entitled to in equity it prays may be granted.

The Conn. Mutual Life Ins. Co.

By Charles C. Barrett, <sup>2nd</sup> and Cole <sup>2nd</sup> Bales.

State of Ohio, Union County, S. S.

Burnham C. Bales, being duly sworn according to law upon his oath says: that he is one of the attorneys of record for the cross-complainant herein: that said cross-complainant is a foreign corporation: that its officers and general managers are non-residents of and absent from the State of Ohio and are now absent from Union County, and that the facts stated and the averments made in the foregoing answer and cross-petition are true as he verily believes.

Burnham C. Bales.

Sworn to and subscribed before me this 17<sup>th</sup> day of October 1890.

Seal

R. M. Gray, Clerk.

By W. M. Wriget, Deputy.

Entry

5983

Afterward, on the 1<sup>st</sup> day of December, 1890, an Entry was made on the Journal by the Clerk of Court, to wit: Clement Evans Admr &c:

Or

Israel Brobeck et al

Journal 15, Page 437

This day came the parties by their attorneys, and this cause came on to be heard on the

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petition of the plaintiff, the answer of defendant, the Connecticut Mutual Life Insurance Company, exhibits and testimony, the defendants, who are residents of Union County, Ohio, to wit: Susan Arnold and George Arnold, her husband, Elizabeth Frederick, Abraham Brobeck, and Mary M. Brobeck, the last name being the widow of decedent Henry Brobeck, and the following named defendants, to wit: Israel Brobeck, Mary Arnold and John Arnold her husband, John Brobeck, Rebecca Mitchell and John Mitchell, her husband, Sarah A. Bishop and Hamilton Bishop, her husband, Joseph Brobeck, Amanda Wagner and James Wagner her husband and Ethelinda Noumaker, and Samuel Noumaker, her husband, now residents of said County of Union, having in writing duly acknowledged service of summons in this cause and entered their appearance herein, and all the defendants named in the petition of the plaintiff, having failed to answer or demur thereto and being in default except the said, The Connecticut Mutual Life Insurance Company as hereinbefore stated, and thereupon a Jury being waived by oral consent in open Court, Charles C. Barrett and Cole and Bales, attorneys, appearing for the defendant, "The Connecticut Mutual Life Insurance Company, and J. L. Cameron appearing as attorney for the defendant Mary M. Brobeck, widow as aforesaid, with the consent of the Court, and the Court being fully advised in the premises, doth find that all the allegations of the plaintiff's petition are true, and that the said defendant Mary M. Brobeck did agree and promise in manner and form as said plaintiff hath alleged by entering a post nuptial agreement as that in consideration that said Henry Brobeck, then being in full life and now deceased, would convey to her or cause to be conveyed to her, said Mary M. Brobeck, the said real estate described in plaintiff's petition as having been conveyed to her, by and through the intervention of David M. Cure, as trustee in trust for her and by him conveyed to her, that she, the said Mary M. Brobeck would do and perform the matter and things set forth in said petition to be by her performed by the terms of said post-nuptial agreement, and would on receipt of said deed for said real estate from said David M. Cure, trustee, as aforesaid, execute and deliver to said Henry Brobeck a deed of release of all her right title and expectancy of dower in all the balance of the real estate of which said Henry Brobeck was then or might thereafter die seized. And the Court doth find that said Henry Brobeck, now deceased, did do and perform all his part of said post nuptial agreement by causing said

conveyance of said real estate to be made to said Mary M. Brobeck, by and through said trustee, at the time as alleged in said petition, and further find that said Mary M. Brobeck took possession of said real estate, has ever since and still is in the peaceable possession and enjoyment of the same, and that she neglected and refused to release her right and expectancy of dower in the real estate of which said Henry Brobeck was then seized, in pursuance of said agreement, and that said Henry Brobeck has since died seized.

It is therefore considered adjudged and decreed by the Court that the said Mary M. Brobeck, as the widow of the said Henry Brobeck deceased be and she is hereby forever barred of any right and title to dower in the real estate of which the said Henry Brobeck died seized, which is described in plaintiff's petition and hereinafter described, in the order to said plaintiff to sell the same to pay the debts of said Henry Brobeck deceased. And the heirs and devisees of said decedent are also barred from setting up any claim in and to the real estate so conveyed to the said Mary Brobeck in lieu of her dower as aforesaid, and that her title to the same be and the same is hereby quieted, subject to the payment of the amount due on the mortgage that was on the same at the time the same was conveyed to her, which by the terms of said post-nuptial agreement she is to pay off and discharge thereby saving the estate of the said Henry Brobeck harmless by reason of said mortgage.

And thereupon this cause came on to be further heard on the petition of the said Clement Evans, plaintiff, as the administrator with the will annexed of the estate of the said Henry Brobeck, deceased, for the sale of the real estate of said decedent for the payment of the debts and charges against said estate.

And the Court being fully advised in the premises finds that the allegations contained in said petition in that behalf are true, and that it is necessary to sell said real estate of which the said Henry Brobeck died seized, and described in said petition as follows: to wit: Situated in the County of Union, in the State of Ohio and in Jerome Township in Survey N<sup>o</sup> 2925 and bounded and described as follows, to wit:

Beginning in the east line of Survey N<sup>o</sup> 2925, and north-east corner to lot N<sup>o</sup> 1 of the division of the William M<sup>o</sup> Croy farm (this said Survey N<sup>o</sup> 2925 bears S. 7<sup>o</sup> 1/2 - E. 65<sup>o</sup> 7/10 poles): thence with the east line of said Survey N. 7<sup>o</sup> 1/2 - W. 37<sup>o</sup> 1/2 poles to a stake S. & corner to lot N<sup>o</sup> 3 of said division: thence with the south line of lot N<sup>o</sup> 3 S 82<sup>o</sup> 1/2 - W. 130<sup>o</sup> 1/2 poles

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Also lot N<sup>o</sup> 3. Beginning at a stone south-east corner to J. G. Warners land in the east line of said Survey N<sup>o</sup> 2925; thence with the south line of said land south 82 <sup>1</sup>/<sub>2</sub> - N. 80 poles to a stone south-west corner of said land and in the east line of lot N<sup>o</sup> 4 of the division of William M<sup>o</sup> Broys farm; thence with said line S. 9° - E. 59 <sup>12</sup>/<sub>100</sub> poles to a stake corner to said lot N<sup>o</sup> 4; thence with the south line of said lot S. 82 <sup>1</sup>/<sub>2</sub> - N. 56 <sup>28</sup>/<sub>100</sub> poles to a stake corner of said lot N<sup>o</sup> 4 in the center of the Brotinger road; thence with the center of said road S. 14° - E. 37 <sup>60</sup>/<sub>100</sub> poles to a stake north-west corner to lot N<sup>o</sup> 2 of said division; thence with the north line of said lot N. 82 <sup>1</sup>/<sub>2</sub> - E. 130 <sup>60</sup>/<sub>100</sub> poles to a stake corner to said lot N<sup>o</sup> 2 in the east line of said Survey N<sup>o</sup> 2925; thence with said line N. 7 <sup>1</sup>/<sub>2</sub> - N. 96 <sup>52</sup>/<sub>100</sub> poles to the place of beginning, containing 60 acres and 30 poles more or less.

It is therefore ordered by the Court that George Treasure, Berry Stewart and Herrick B. Seely, three judicious, disinterested men of the vicinity, free holders, being duly sworn, do upon actual view of the premises, above described and set forth, and described in said petition make a just valuation of the same in money free, discharged and unincumbered of any dower estate of Mary M. Brobeck, widow of the said Henry Brobeck deceased, one of the defendants in this proceeding, and that the said plaintiff Clement Evans, as the administrator with the will annexed of the said Henry Brobeck deceased, thereupon proceed according to law to advertise and sell said real estate at the north door of the Court House in Marysville Ohio, at not less than two thirds of such appraised value, upon deferred payments not exceeding two years with interest at six per cent. from the day of sale, the deferred payments to be secured by mortgage on the premises sold.

And it being made to appear by the answer and cross-petition of the Connecticut Mutual Life Insurance Company that said Connecticut Mutual Life Insurance Company holds the first and best lien by mortgage on said premises as the said Company hath alleged and set forth in said answer and cross-petition.

It is therefore further ordered that said administrator report his proceedings in the premises to this

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Court without unnecessary delay in the sale of said premises to await the further order of the Court thereon in the distribution of the proceeds thereof according to the several rights, equities, and liens of the parties in this action, and as to all other matters and things connected herewith, and not fully determined this cause stand continued.

It is further ordered that said administrator report his proceedings in the sale of said real estate as soon as such sale is made.

Receipt 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 the said Clement Evans as Administrator as aforesaid.

December 20<sup>th</sup>, 1890.

John B. Coats. Atty. for Plff

Order of Sale

Afterward, on the 20<sup>th</sup> day of December, 1890, an Order of Sale was issued by the Clerk of Court, to wit: The State of Ohio Common Pleas Court.

5983

Union County, ss To Clement Evans, Admr. with the Will annexed of the estate of Henry Brobeck, deceased.

In pursuance of an order and decree of the Common Pleas Court within and for said County, made on the 2<sup>nd</sup> day of December, 1890, in a certain cause wherein you as the administrator &c of the estate of Henry Brobeck, deceased is petitioner and Israel Brobeck et al are defendants, you are commanded that by the oaths of George Beasure, Perry Stewart and Herrick B. Seely, three judicious and disinterested persons of the vicinity, and upon actual view of the premises in the petition described, you cause a just valuation and appraisement in money to be made free of the dower of Mary M. Brobeck and that when so appraised you proceed to sell free from the dower of Mary M. Brobeck, widow of Israel Brobeck, deceased, according to law, for not less than two-thirds the appraised value, the following described premises upon deferred payments not exceeding two years.

Situate in the County of Union and State of Ohio, and in Jerome Township in Survey N<sup>o</sup>: 2925 bounded and described as follows:

Beginning in the east line of Survey N<sup>o</sup>: 2925 and north east corner to lot N<sup>o</sup>: 1 of the division of the William M<sup>o</sup>: Croy farm: thence with the east line of said Survey N. 7<sup>1</sup>/<sub>2</sub> - N. 37<sup>1</sup>/<sub>100</sub> poles to a stake S. E. corner to lot N<sup>o</sup>: 3 of said division: thence with the south line of lot N<sup>o</sup>: 3 S 82<sup>1</sup>/<sub>2</sub> - N. 130<sup>1</sup>/<sub>100</sub> poles to a stake corner to lot N<sup>o</sup>: 3 in the Brotinger road: thence with the center of said road S. 14<sup>o</sup> - E. 37<sup>1</sup>/<sub>100</sub> poles to a

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stake N. W. corner to lot N<sup>o</sup> 1: thence with the north line of said lot N<sup>o</sup> 1 N. 82<sup>o</sup> 2' - E. 127 poles to the beginning, containing 30 acres and 20 poles more or less, part of Survey N<sup>o</sup> 2925

Also lot N<sup>o</sup> 3. Beginning at a stone S. E. corner to J. S. Warner's land in the east line of said survey N<sup>o</sup> 2923: thence with the south line of said land S 82<sup>o</sup> 2' - N. 80 poles to a stone S. W. corner of said land and in the east line of lot N<sup>o</sup> 4 of the division of William M<sup>o</sup> Croug's farm: thence with said line S. 9<sup>o</sup> - E. 59<sup>o</sup> 4/10 poles to a stake corner to said lot N<sup>o</sup> 4: thence with the south line of said lot S. 82<sup>o</sup> 2' - N. 56<sup>o</sup> 2/10 poles to a stake corner of said lot N<sup>o</sup> 4 in the center of the Brotinger road: thence with the center of said road S 14<sup>o</sup> - E 37<sup>o</sup> 2/10 poles to a stake N. W. corner to lot N<sup>o</sup> 2 of said division: thence with the north line of said lot N. 82<sup>o</sup> 2' - E. 130<sup>o</sup> 4/10 poles to a stake corner to said lot N<sup>o</sup> 2 in the east line of said Survey N<sup>o</sup> 2925: thence with said line N. 7<sup>o</sup> 2' - W. 96<sup>o</sup> 5/10 poles to the place of beginning, containing 60 acres and 30 poles more or less. Said sale to be upon the following terms, to wit: on deferred payments not exceeding two years, deferred payments to bear interest from the day of sale, and be secured by mortgage on said premises sold.

And be it further ordered, that you make return of your proceedings herein forthwith, upon the execution of this order.

Witness my signature and the Seal of said Common Pleas Court this 20<sup>th</sup> day of December 1890.

Seal

R. M<sup>o</sup> Croug, Clerk.

By W. M. Wierget, Deputy.

The State of Ohio,  
Union County ss

On the 6<sup>th</sup> day of January, 1891, before me a Notary Public in and for said County, personally appeared George Deasure, Berry O. Stewart and Herrick B. Seeley, within named appraisers, and made solemn oath that they would, upon actual view, honestly and impartially appraise the real estate of Henry Brobeck deceased, as described, and in pursuance of the foregoing order

Commissioners. } George Deasure  
Berry O. Stewart  
Herrick B. Seeley

Sworn to and subscribed before me, this 6<sup>th</sup> day of January A. D. 1891.

S. W. H. Durborau,

Notary Public.

Seal

In obedience to the foregoing order, after being first duly sworn, and upon actual view of the premises in the foregoing order described, we, the undersigned appraisers, do estimate the value of said real estate at

83700

Appraisers. { George Deasne  
Berry P. Stewart  
W. B. Suley

In pursuance of the foregoing order of sale, I gave notice of said sale by publication in the "Marysville Tribune" a newspaper printed in the said County of Union, and of general circulation therein, for at least four successive weeks prior to the 14<sup>th</sup> day of February 1891, and on that day at 1 o'clock P. M. at the north door of the Court House in Marysville, Ohio, in accordance with said notice, I offered the real estate in the petition described, for sale free from the dower estate of Mary M. Brobeck therein, when John G. Warner bid to pay for the premises therein described, the sum of twenty seven hundred dollars, which being the highest and best bid that was offered, and two-thirds the appraised value of said premises, I then and there publicly sold and struck off the same to said John G. Warner.

The terms of sale are that nine hundred dollars of the purchase money is to be paid in hand and the balance of eighteen hundred dollars in two equal annual payments with interest at 6% from date secured by mortgage in said premises with interest; the payments to be secured by mortgage upon the premises sold.

Witness my hand this 14<sup>th</sup> day of February, 1891.

Clement Evans, Administrator of the Estate of Henry Brobeck, Dec'd.

Proof of Publication

Administrator's Sale of Real Estate.

5983

In pursuance of an order of the Common Pleas Court of Union County Ohio, I will offer for sale at public auction on Saturday February 14<sup>th</sup>, 1891, at one o'clock P. M. at the north door of the Court House, in Marysville, Ohio, the following described real estate, situated in Jerome Township, Union County Ohio, and being part of Survey N<sup>o</sup>. 2925 and bounded and described as follows:

Beginning in the east line of Survey N<sup>o</sup>. 2925 and north-east corner to lot N<sup>o</sup>. 1 of the division of the William M<sup>o</sup>. Croy farm: thence with the east line of said Survey N<sup>o</sup>. 7<sup>1</sup>/<sub>2</sub> - W. 37<sup>1</sup>/<sub>2</sub> poles to a stake south-east corner to lot N<sup>o</sup>. 3 of said division: thence with the south line of lot N<sup>o</sup>. 3 south 82<sup>1</sup>/<sub>2</sub> - W. 130<sup>1</sup>/<sub>2</sub> poles to a stake corner to lot N<sup>o</sup>. 3 in the Brotinger road: thence with the center of said road south 14<sup>o</sup> - east 37<sup>1</sup>/<sub>2</sub> poles to a stake north-west corner to lot N<sup>o</sup>. 1: thence with the north line of said lot N<sup>o</sup>. 1 north 82<sup>1</sup>/<sub>2</sub> - east 127 poles to the beginning, containing 30 acres and 20 poles more or less, part of Survey N<sup>o</sup>. 2925.

Also lot N<sup>o</sup>. 3. Beginning at a stone south-east

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corner to J. G. Warners land in the east line of said survey N<sup>o</sup>. 2925: thence with the south line of said land south 82<sup>1</sup>/<sub>2</sub> - west 80 poles to a stone south-west corner of said land and in the east line of lot N<sup>o</sup>. 4 of the division of William M<sup>o</sup>. Crouy's farm: thence with said line south 9<sup>o</sup> - east 59 <sup>12</sup>/<sub>100</sub> poles to a stake, corner to said lot N<sup>o</sup>. 4: thence with the south line of said lot south 82<sup>1</sup>/<sub>2</sub> - west 56 <sup>2</sup>/<sub>100</sub> poles to a stake corner of said lot N<sup>o</sup>. 4 in the center of the Brotinger road: thence with the center of said road south 14<sup>o</sup> - east 37 <sup>2</sup>/<sub>100</sub> poles to a stake north-west corner to lot N<sup>o</sup>. 2 of said division: thence with the north line of said lot north 82<sup>1</sup>/<sub>2</sub> east 130 <sup>4</sup>/<sub>100</sub> poles to a stake corner to said lot N<sup>o</sup>. 2 in the east line of said survey N<sup>o</sup>. 2925: thence with said line north 7<sup>1</sup>/<sub>2</sub> - west 96 <sup>2</sup>/<sub>100</sub> poles to the place of beginning, containing 60 acres and 30 poles more or less.

Appraised at \$3800<sup>00</sup>. Said land to be sold on deferred payments not exceeding two years; deferred payment to bear interest from the day of sale and to be secured by mortgage on said premises so sold. Said land to be sold free from the dower of Mary M. Brobeck, widow of Henry Brobeck, deceased. Printer's Fee \$20 <sup>2</sup>/<sub>100</sub>

Clement Evans, Administrator  
with the Will annexed of the Estate of  
Henry Brobeck, deceased.

The State of Ohio,  
Union County ss

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with January 14<sup>th</sup>, 1891.

W. C. Shearer.

Sworn to and subscribed before me this 14<sup>th</sup> day of February, 1891.

R. M<sup>o</sup>. Crouy, Clerk.

Entry

5983

Afterward, on the 26<sup>th</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of Court Clement Evans Admr &c.

vs

Journal 15, Page 491.

Israel Brobeck et al

This cause coming on for hearing on the cross-petition of the defendant the Connecticut Mutual Life Insurance Company and the evidence, the Court finds that the defendants have been duly served with summons and entered their appearance to said action and that they are in default for answer and demurrer, and that the allegations of the cross-petition are thereby confessed by them to be true

and that there is due to the defendant, the Connecticut Mutual Life Insurance Company from the said Henry Brobeck, deceased, on the promissory notes set forth in the petition with interest at 8 per cent. to the first day of this term the sum of \$1424 <sup>51</sup>/<sub>100</sub>.

The Court further find that in order to secure the payment of said notes the defendants Henry Brobeck, now deceased, and Mary M. Brobeck his wife, executed and delivered to said Connecticut Mutual Life Insurance Company their certain mortgage as in the petition described and in the premises therein described: that said mortgage was duly recorded in Book 22, Page 368 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 of said mortgage have been broken.

It is therefore adjudged and decreed that unless said defendant Clement Evans as administrator of the estate of said Henry Brobeck, deceased, shall within one day from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case, and to the defendant, the Connecticut Mutual Life Insurance Company the sum so found due with interest at 8 per cent from February 9<sup>th</sup> 1891, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

And the cause now further coming on for hearing on the return of Clement Evans, Administrator of estate of Henry Brobeck, deceased, of his proceeding and sale under the order of this Court, the Court after having carefully examined said return be satisfied that such sale has in all respects been legally made does hereby approve and confirm the same and order that the said Clement Evans as such administrator make to the purchaser John G. Woerner a good and sufficient deed for the premises so sold.

And the Court coming now to distribute the proceeds of said sale in the hands of the said Clement Evans order that he pay -

First - - The costs of this action, including \$ - - as the charges due the administrator herein taxed at \$ - - .

Second - - To the Connecticut Mutual Life Insurance Company on the mortgage which the Court finds as set up in its cross-petition is the first and best lien on the premises sold and that there is due thereon fourteen

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It is therefore ordered that said administrator pay to the said Connecticut Mutual Life Insurance Company the balance of the first payment of said land, to wit: \$ - - - ; and that he pay the balance due said company, to wit: \$ - - with interest at 8% per annum payable semi-annually out of the second payment for said land when collected.

Attest  
R M Curry 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 February, to wit, on the 9<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 23<sup>rd</sup> day of January, 1891, William H. Ferguson filed in the Clerk's Office of the said Court of Common Pleas the following petition against Estie Wallace, et al. to wit:

Petition William H. Ferguson  
vs  
6183 Estie Wallace, John W. Wallace, C. S. Grindell  
and Mary Grindell

Court of Common Pleas  
Union County Ohio.

Plaintiff states: That on or about the 14<sup>th</sup> day of October, 1889, the defendants Estie Wallace and John W. Wallace executed and delivered to C. S. Grindell their promissory note, and thereby promised to pay said defendant C. S. Grindell the sum of one hundred and twenty-five dollars, one year after date, and 8 per cent. interest thereon from date until paid. A copy of which note is hereto attached marked "A" and made a part hereof. The following indorsement appears on said note, to wit: "Payment of the within note guaranteed. Demand and notice of protest waived."

C. S. Grindell  
Mary Grindell

Plaintiff avers that he is loyal and bona-fide owner and holder of said note, that he purchased the same of C. S. Grindell, and Mary Grindell, and said C. S. Grindell guaranteed the payment thereof, and that he got said note before due and in the usual course of trade and for a full and valuable consideration; that there are no credits and no other indorsements on said

note, and there is due plaintiff thereon from said defendants, the said sum of one hundred and twenty-five dollars and 8 per cent. interest from October 14<sup>th</sup> 1889.

Wherefore plaintiff prays judgment on said note against said defendants for said sum of one hundred and twenty-five dollars and 8 per cent. interest thereon from October 14<sup>th</sup> 1889, and for costs.

S. S. Gardiner,

State of Ohio,  
Union County ss

Attorney for Plaintiff

W. H. Ferguson, being duly sworn says he is the plaintiff in this action; that the facts and allegations made and set forth in the foregoing petition are true as he verily believes.

W. H. Ferguson.

Sworn to and subscribed before me this 21<sup>st</sup> day of January, 1891.

Joseph Couer, J. P.

Copy of Note

\$125<sup>00</sup>. One year after date, for value received, we jointly and severally promise to pay C. S. Grindell, or order at the Richwood Deposit Bank, One Hundred <sup>25</sup>/<sub>100</sub> twenty-five dollars, interest at 8 per cent. per annum until paid; interest computed every year, with 5 per cent attorney fee, if collected.

And we, or either of us, do hereby authorize and empower any attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us or either of us, in any of said Courts, at any time after the above note becomes due, and confess judgment thereon against us, or either of us in favor of the payee or endorser hereof, for the sum due on said note, with all interests and costs of suit; said judgment to draw the rate of interest specified in note, after rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may accrue in the rendition of said judgment and all right to sue out any writ of error: and our said attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals this 14<sup>th</sup> day of October, 1889.

Estie Wallace.

John W. Wallace.

Endorsed: Payment of the within note guaranteed, demand and notice of protest waived.

C. S. Grindell

Mary Grindell.

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Receipt

Afterward, on the 23<sup>rd</sup> day of January, 1891, 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 Estie  
 Wallace, and John W. Wallace (impleaded with others) that  
 they have been sued by William H. Ferguson in the Court  
 of Common Pleas of Union County, and must answer by  
 the 21<sup>st</sup> day of February, 1891, 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 February, A. D. 1891.  
 Witness my hand and the seal of said  
 Court, this 23<sup>rd</sup> day of January, 1891.  
 R. M. Croy, Clerk.

Seal

And on the 31<sup>st</sup> day of January, 1891, the Sheriff  
 of said County returned said writ to the Clerk's office  
 in said County which return is as follows:

Ser. Return	35
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Mileage	3 20
Copy	40
Total	\$4 10

The State of Ohio | Sheriffs Return.  
 Union County | Received this writ January 23<sup>rd</sup>  
 A. D. 1891, at 11 o'clock A. M. and served same by  
 leaving a certified copy thereof with the  
 endorsements thereon at the usual place of  
 residence of each of the within named defendants on the  
 29<sup>th</sup> day of January, 1891.  
 Thomas Martin, Sheriff

Summons

6133 Afterward, on the 23<sup>rd</sup> day of January, 1891, a  
 Summons was issued by the Clerk of Court, indorsed, to wit:  
 The State of Ohio  
 Union County | To the Sheriff of Marion County  
 You are hereby commanded to notify B. S. Grindell  
 and Mary Grindell (impleaded with others) that they  
 have been sued by William H. Ferguson in the Court of  
 Common Pleas of Union County, and must answer by the  
 21<sup>st</sup> day of February, 1891, 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 February, 1891.  
 Witness my hand and the seal of said Court,  
 this 23<sup>rd</sup> day of January, 1891.  
 R. M. Croy, Clerk.

Seal

Indorsed: Money, only. Amount \$125<sup>00</sup> at 8% from  
 October 14<sup>th</sup>, 1889.

Receipt

To Clerk: Issue Summons for Estie J. Wallace to Sheriff Union Co. Ohio  
 B. S. Grindell & Mary Grindell to Sheriff Marion Co. Ohio, returnable  
 according to law. Amount claimed \$125<sup>00</sup> at 8% int. from October 14<sup>th</sup>, 1889

Sheriff's Return

And on the 20<sup>th</sup> day of January, 1891, 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  
Marion County

Sheriff's Return

Received this writ January 24<sup>th</sup>, 1891, at 9 o'clock 61 A. M. and served same by January 26<sup>th</sup>, 1891, by mileage 32 delivering a true and certified copy hereof to copy 32 the within named C. S. Grindell personally Total \$ 1.25 and by leaving a copy as aforesaid at the usual place of residence of the within named Mary Grindell.

P. Kelly, Sheriff

By S. B. Rice, Deputy. W. Co. Ohio

Answer

Afterward, on the 20<sup>th</sup> day of February, 1891, the following Answer was filed with the Clerk of Court, to wit:

6133

The State of Ohio  
Union County

Court of Common Pleas.

W. B. Ferguson

vs.

Mary Grindell  
C. S. Grindell et al.

Separate Answer of Mary Grindell  
and C. S. Grindell.

And now come the defendants, Mary Grindell and C. S. Grindell and answers the said petition of plaintiff and for such answer say that they admit that they indorsed said note and that they are only liable upon the same as such indorsers, and they pray the Court that judgment may be rendered against the makers of said note as principal and these defendants as such indorsers and surety and that the said judgment may so state and that the said makers may be exhausted before these answering defendants shall be compelled to pay the same.

Mary Grindell  
C. S. Grindell

The State of Ohio  
Union County vs

C. S. Grindell being duly sworn deposes and says the fact stated in the foregoing the joint answer of himself and Mary Grindell are true as he verily believes.

C. S. Grindell.

Sworn to before me by C. S. Grindell and by him signed in my presence this 19<sup>th</sup> day of February, 1891.

J. C. Johnston, Notary Public  
in and for Marion County Ohio

Entry

6133

Afterward, on the 4<sup>th</sup> of March, 1891, the following Entry was made on the Journal by the Clerk of Court.

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W. H. Ferguson

vs

Estie Wallace et al

Journal 15. Page 497.

This day came the plaintiff and the defendants Estie Wallace and John W. Wallace being in default for answer and demurrer to the petition, the Court find the allegations thereof to be true, and said cause coming on also for hearing on the answer of Mary Grindell and C. S. Grindell, the Court find that all of said defendants are indebted to plaintiff on the promissory note set up in the petition in the sum of \$178<sup>00</sup> including interest to this date.

It is thereupon considered by the Court that the plaintiff recover of all of said defendants the said sum of \$178<sup>00</sup> and his costs herein expended taxed to \$- and that this judgment bear 8% interest.

Attest  
R M Croxy 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 February, to wit, on the 7<sup>th</sup> day of February, in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 29<sup>th</sup> day of October, 1890, Lizzie Mealey, filed in the Clerk's office of the said Court of Common Pleas the following petition against Frank Mealey.

Petition Lizzie M. Mealey

vs

6087 Frank M Mealey

Court of Common Pleas  
Union County, Ohio.

Plaintiff states:

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

On the 10<sup>th</sup> day of May, 1883 she was married to the defendant and has ever since conducted herself towards him as a faithful and obedient wife. That one child was born of said marriage, to wit: Harry who is now 5 years of age.

That the defendant disregarding his marital duties has been guilty of habitual drunkenness for more than three years last past.

Wherefore plaintiff prays that she may be divorced from the said defendant; that she be restored to her maiden name; that the custody of said

child may be decreed to her, and for all proper relief.

S. S. Gardiner,

Attorney for Plaintiff.

The State of Ohio,  
Union County ss

Lizzie Mealey, being duly sworn says she is the plaintiff in above case; that the facts and allegations in the foregoing petition are true as she believes.

Lizzie M. Mealey,

Sworn to and subscribed before me this 24<sup>th</sup> day of October, 1890.

D. W. Gaudes, Notary Public.

Precept To the Clerk:

Issue summons and copy of petition to Sheriff of Cuyahoga County, returnable according to law in divorce cases.

Summons

6087 Afterward on the 29<sup>th</sup> day of October, 1890, a summons was issued by the Clerk of Court, indorsed to wit:

The State of Ohio  
Union County ss

To the Sheriff of Cuyahoga County:

You are commanded to notify Frank Mealey that Lizzie Mealey has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a true copy of which is herewith delivered to you to be served on him,) charging him with habitual drunkenness and asking that she be divorced from him, and that she have the custody of child and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, Ohio, this 29<sup>th</sup> day of October, A. D. 1890.

Seal

R. M. Brody, Clerk

By W. M. Winger, Deputy.

Sheriff's Return

6087 And on the 10<sup>th</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, to wit:

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Copy	27
Mileage	80
Docket	10
Return Pet.	60
Postage	06
Total	\$ 1 90

State of Ohio

Cuyahoga County

Sheriff's Return

Received this writ on the 30<sup>th</sup> day of October 1890. The within named defendant not found in my County.

Edw Marison Co}

E. D. Sawyer, Sheriff  
J. C. Meyers

Summons

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Sheriff's Return

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Summons

Afterward, on the 20<sup>th</sup> day of December, 1890, a Summons was issued by the Clerk of Court, indorsed, to wit:

6087

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

To the Sheriff of Marion County.

You are hereby commanded to notify Frank Mealey that Lizzie Mealey has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with habitual drunkenness, and asking that she be divorced from him, and that she have the custody of child and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 29<sup>th</sup> day of December, A. D. 1890.

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 December, A. D. 1890.

Seal

P. M. Crony, Clerk.

By W. M. Winget, Deputy.

Sheriff's Return

And on the 27<sup>th</sup> day of December, 1890, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

6087

Service	\$ 30
Copy	24
Mileage	16
Petition	30
Return	08
Postage	05
Total	\$ 113

Received 9 o'clock A. M. on the 26<sup>th</sup> day of December 1890, and on the 26<sup>th</sup> day of December, 1890, I served the same by delivering a true copy thereof together with a certified copy of the petition to the within named Frank Mealey personally.

P. Kelly, Sheriff.  
S. B. Rice, Deputy.

Entry

6087

Afterward, on the 18<sup>th</sup> day of February, 1890, an Entry was made on the Journal by the Clerk, to wit:

Lizzie Mealey  
Or  
Frank Mealey

Journal 15 Page 478.

This day this cause came on to be heard and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear the Court find him in default for answer and demurrer to said petition and find the allegations thereof are confessed by him to be true.

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

adduced that the defendant has been guilty of habitual drunkenness for more than three years next preceding the filing of the petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Bizzie Mealey and Frank Mealey be and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that the care, custody, and education and control of the said child of the parties hereto be until further ordered confided to the said Bizzie Mealey exclusively and the said defendant is hereby enjoined from interfering in any manner with said child or the custody of it.

But it is hereby ordered that the defendant have the privilege of visiting said child twice each week on Tuesdays and Fridays between the hours of 3<sup>00</sup> & 5<sup>00</sup> o'clock P. M. and any violation of this privilege by either party may be reported to this Court.

And it is further considered by this Court that the said plaintiff pay the cost of this proceeding.

Attest  
R M Lenny 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. Tree, Judge of said Court, of the term of February, to wit, on the 7<sup>th</sup> day of February, in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 6<sup>th</sup> day of October, 1890, Reason F. Lewis filed in the Clerk's office of the said Court of Common Pleas the following Petition against Mary B. Lewis, to wit

Petition Reason F. Lewis

vs

Court of Common Pleas, Union County Ohio

6074 Mary B. Lewis

The said plaintiff, Reason F. Lewis, says he is a bona-fide resident of the County of Union in the State of Ohio, and has been for more than one year last past.

That on the 19<sup>th</sup> day of September, 1887, said plaintiff was lawfully intermarried with the said defendant who is a resident of said County of Union. That one child Morgan Lewis was born to said parties on the 7<sup>th</sup> of June 1888 which is still living and in the care and

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custody of the plaintiff. That on the 23<sup>rd</sup> of November 1889 said defendant without any good cause left the house and home of the plaintiff and took with her said child and abandoned plaintiff unlawfully and on the --- day of December, 1889, she filed her petition in the Court of Common Pleas of Madison County Ohio, against this plaintiff charging him with cruelty to her and with gross neglect of duty and asking divorce and alimony and the care of said child. That said petition was dismissed in said Court on the 17<sup>th</sup> of June 1890 and the custody of said child given to plaintiff by decree of said Court and the plaintiff says that before said defendant left him as aforesaid she became very despondent and ill-tempered and attempted to commit suicide.

That her father and mother and sister conspired together and with defendant to injure plaintiff and destroy the peace of his home by false and injurious reports about the plaintiff and to annoy him and produce difficulty between them and disgrace plaintiff in the eyes of his neighbors both before and after she left plaintiff, represented that said child was not the plaintiff's child but that it was the child of another man. That defendant wholly neglected to discharge her duties as plaintiff's wife and without cause refused to treat him with any kindly consideration or respect and on all occasions when an opportunity would be obtained she abused him with violent speech, abusive and offensive names and scandalous charges for the purpose of annoying him and of causing him to mistreat her and give her an opportunity to find just cause to leave him.

That said defendant having thus abandoned plaintiff and wasted his living found herself in the County Infirmary of said County of Madison from which she was removed to the Infirmary of Union County, Ohio, where she now is.

That she is rather weak minded and yields to the influence of her father and mother and sister who influence her to her injury, and now the plaintiff seeing no hope of her doing any better and to relieve himself from constraint, anxiety and fear concerning her, he makes this application for divorce. He says he wishes to maintain and educate said child, and he has two grand-children, the issue of a deceased daughter of plaintiff partially dependent on him. That he has nothing except a pension and what he has saved from service in the army and is wholly blind and therefore asks the custody of said child and decree for a divorce from defendant.

Robinson <sup>and</sup> Woodburn,

Attorneys for Plaintiff.

The State of Ohio  
Union County S. S.

Reason F. Lewis, being duly sworn deposes and says the allegations of the foregoing petition are true as he believes.

Reason X F. Lewis.

Sworn to before me and signed in my presence this 6<sup>th</sup> of October, 1890.

W. J. Hoopes, Notary Public.

To the Clerk of Court:

Issue Summons for defendant and endorse: Petition for Divorce and serve defendant with copy of petition. Robinson & Woodburn Attys.

Summons

6074 Afterward, on the 6<sup>th</sup> day of October, 1890, a summons was issued by the Clerk of Court, to wit:

The State of Ohio  
Union County S. S.

To the Sheriff of Union County:

You are commanded to notify Mary B. Lewis that Reason F. Lewis has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her), charging her with gross neglect of duty, and asking that he be divorced from her, and that he have the custody of child and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 20<sup>th</sup> day of October, A. D. 1890.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 6<sup>th</sup> day of October, A. D. 1890.

R. M. Croy, Clerk.

W. M. Winget, Deputy

Seal

Endorsed: Summons in Action for Divorce and "Custody of Child"

Sheriff's Return

6074

And on the 13<sup>th</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:

Service	\$	30	and on the 7 <sup>th</sup> day of October, 1890, I served the same
Copies		40	by delivering a true copy thereof with the indorse-
Mileage		64	ments thereon together with a certified copy of the
Total	\$	134	petition to the within named Mary B. Lewis.

Thomas Martin, Sheriff.

Entry

6074

Aff. made on Reason F. Lewis as Mary B.

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Petition

Entry

Afterward, on the 4<sup>th</sup> day of March, 1891, an Entry was made on the Journal by the Clerk of Court, which is to wit:

6074

Reason F. Lewis

vs

Journal 15, Page 492.

Mary B. Lewis

This day came the plaintiff and the defendant, appeared by J. B. Porter and the Court being satisfied that the defendant hath been duly served with process in the case, and it appearing further that since the filing of this petition the defendant hath become insane the Court on motion appointed J. B. Cameron, trustee of said defendant as provided by statute, who appeared and by his attorney J. B. Porter made defence. Whereupon this cause came on for hearing on the evidence, and the arguments of counsel of the parties.

Whereupon the Court being fully advised in the premises do find the facts as alleged in the plaintiffs petition and that plaintiff good and lawful cause for divorce.

Whereupon it is ordered, adjudged and decreed by the Court that said marriage contract be and the same is dissolved and said parties are hereby divorced and the custody of said child is given to the plaintiff. And the Court further order and decree that within three months from date plaintiff shall pay to said trustee for the use of the defendant as her reasonable alimony the sum of one hundred dollars and pay the costs of this proceeding.

The Court order that said trustee of said \$100<sup>00</sup> pay John B. Porter for his services in defending this action for defendant the sum of \$100<sup>00</sup>.

Attest

R M Crony clerk



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

Be it remembered that, heretofore, to wit, on the 13<sup>th</sup> day of June, 1891, the following Petition<sup>and</sup> Answer on Cognovit note was filed with the Clerk of Court.

The State of Ohio,

Union County, S. S.

Court of Common Pleas

Petition

B. W. Brown  
vs  
George Long and  
Sarah Long

The defendants, on the 9<sup>th</sup> day of December, 1890, executed and delivered to B. W. Brown, plaintiff, their 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 and ninety dollars and twenty-five cents, with interest at the rate of 8 per cent. per annum, from the 9<sup>th</sup> day of December, 1890.

Wherefore plaintiff prays judgment against said defendant for the sum of three hundred and ninety dollars and twenty-five cents, with interest thereon from the 9<sup>th</sup> day of December, A. D. 1890, at the rate of 8 per cent. per annum till paid, and for costs of suit.

W. B. Albright, Attorney for Plaintiff.

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

Walter B. Albright, 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 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.

Walter B. Albright.

Sworn to by said Walter B. Albright before me, and by him signed in my presence this 13<sup>th</sup> day of June A. D. 1891.

Edward S. Mendenhall,  
Notary Public.



Copy of Note

\$390 <sup>25</sup>/<sub>100</sub>. Delaware Ohio, December 9<sup>th</sup>, 1890.

Six months after date, for value received, we or either of us promise to pay to the order of B. W. Brown, three hundred and ninety <sup>25</sup>/<sub>100</sub> dollars with interest at the rate of eight per centum per annum at Delaware, Ohio.

And we or either of us hereby authorize any attorney-at-law to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us or either of us in favor of the holder hereof for the amount then appearing due, together with cost of suit, and thereupon to release all errors and waive all right of appeal.

Signed,  
Signed,

George Long,  
Sarah Long.

Answer B. W. Brown  
vs  
6213 George Long  
Sarah Long

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Answer B. W. Brown  
vs  
0213 George Long  
Sarah Long

Court of Common Pleas  
Union County Ohio.

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 defendants, on said note for the sum of four hundred and six dollars and eleven 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. E. Griffith.  
Attorney for Defendant.

Entry B. W. Brown  
vs  
0213 George Long and  
Sarah Long

Judgment Entry.  
\$406.<sup>11</sup>/<sub>100</sub>

This day came the plaintiff, by his attorney; also appeared in open Court, for and on behalf of said defendant J. E. Griffith, 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 defendants, and in favor of said plaintiff for four hundred and six dollars and eleven 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 six dollars and eleven cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 13<sup>th</sup> day of June A. D. 1891; and also his costs herein expended, 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 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 February, to-wit, on the 9<sup>th</sup> day of February in the year of our Lord one thousand eight hundred & ninety one.

Be it remembered that, heretofore, to-wit, on the 25<sup>th</sup> day of October, 1890, Joseph Neer filed in the Clerk's Office of said Court of Common Pleas, the following Petition against Simon Coder et al, to-wit:

Petition Joseph Neer vs Simon Coder and Adelia Coder Court of Common Pleas, Union County Ohio

Now comes the plaintiff Joseph Neer and for cause of action against the defendants Simon Coder and Adelia Coder his wife, says:

First Cause of Action:

That there is due to him from the said Simon Coder, on his certain promissory note the sum of one hundred and thirty-one and 7/10 dollars with interest from the 1<sup>st</sup> day of April, 1888, at the rate of 6% interest per annum of which promissory note the following is a copy with all credits and indorsements thereon.

Copy of Note. \$200<sup>00</sup> Marysville, Ohio January 6<sup>th</sup>, 1883 April 1<sup>st</sup>, A. D. 1885 after date I promise to pay to the order of James and Mary J. Tabor, two hundred dollars at 6% interest from April 1<sup>st</sup>, 1883, value received.

[Signed] Simon Coder.

The following credits are written on said note viz:

Interest paid on the within note to April 1<sup>st</sup>, 1887. "Paid thirty-two 3/10 dollars on the within note April 2<sup>nd</sup>, 1887" "Interest paid to April 1<sup>st</sup>, 1888. Paid thirty six 2/10 dollars April 1<sup>st</sup>, 1888.

That the following indorsement is written on said note: Pay to order of Joseph Neer. (Signed) James Tabor and Mary J. Tabor.

Second Cause of Action:

That there is due to him from the said defendant Simon Coder, on his promissory note the sum of two hundred dollars with interest at the rate of 6 per cent from the 1<sup>st</sup> day of April, 1888, of which promissory note the following is a copy, with all credits and indorsements thereon.

Copy of Note. \$200<sup>00</sup> Marysville, Ohio, January 6<sup>th</sup>, 1883. April 1<sup>st</sup>, A. D. 1886, after date, I promise to pay to the order of James and Mary J. Tabor two hundred dollars at 6% interest from April 1<sup>st</sup>, 1883, value received.

(Signed) Simon Coder.

That the following credits are written on said note.

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is written on said note.

That the following indorsement is written on said note. "Pay to order of Joseph Keer. James Taborn, Mary J. Taborn."

Third Cause of Action:

That to secure the payment of said promissory notes (with two others of like tenor and effect which have been paid) according to their tenor and effect, (all of which were given for part payment of the purchase money of the hereinafter described premises) the said defendant Simon Coder did then duly executed and acknowledged and delivered to the said James and Mary J. Taborn and by them assigned to this plaintiff his certain deed bearing date on January 6<sup>th</sup>, 1883 and thereby conveyed to the said James and Mary J. Taborn, in fee simple, freed from all rights, (the dower of the said Adelia Coder never having vested) the following described real estate, situate in the County of Union, in the State of Ohio, in the Township of Taylor, and being a part of V. M. Survey N<sup>o</sup>. 5629 3/4 6493.

Beginning at a stone south east corner: thence S 81 1/2 W. 23 7/8 poles to a stone: thence N. 11-30 E. about 69 1/2 poles to the south-west corner of a piece of ten acres of land deeded by Tillman Snow to J. C. Adams September 18<sup>th</sup>, 1868: thence N. 81-6 E. 23 7/8 poles to the south-east corner of said M<sup>rs</sup>. Adams ten acre piece: thence S. 11-30- W. to the place of beginning containing 10 acres more or less.

Also the following premises, situate in the same County, State, Township and Survey as the above and bounded and described as follows: Beginning at a stone in the south-west corner of Tillman Snow's lot conveyed to him by Calvin F. Hayes: thence N. 99 2/3 poles to a stone: thence N. 16 1/6 poles to a stone: thence east parallel with the first line 99 2/3 poles to a stone in Tillman's Snow's west line: thence S 16 7/6 poles to the beginning containing ten acres more or less, and being 20 acres more or less covered by their mortgage deed.

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 27<sup>th</sup> day of March, 1884, at 4 o'clock P.M. and was duly recorded in Book 28, Page 558 of the records of mortgages of said County.

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

That the said Simon Coder has failed to pay said 3<sup>rd</sup> and 4<sup>th</sup> promissory notes although they are far past due, wherefore said deed of mortgage has become absolute and subject to foreclosure.

That said mortgage was given to secure the balance of purchase money for said premises

above described and is therefore a vendor's lien on the same.

That the said Adelia Coder is the wife of the said Simon Coder. That there is due this plaintiff Joseph Nier from the defendant Simon Coder on said promissory notes set forth in the 1<sup>st</sup> & 2<sup>d</sup> cause of action the sum of three hundred and thirty-one <sup>94</sup>/<sub>100</sub> dollars with interest at 6% from the 1<sup>st</sup> day of April, 1888.

Whereupon plaintiff asks that account may be taken of notes and that it be declared a vendor's lien on said premises for judgment against the defendant Simon Coder for the sum of three hundred and thirty-one <sup>94</sup>/<sub>100</sub> dollars with interest at 6% from the 1<sup>st</sup> day of April, 1888, that said premises be sold as upon execution to satisfy plaintiff's said mortgage indebtedness from said Simon Coder, and the judgment by plaintiff so to be obtained and that the Sheriff bring the proceeds of said sale into Court to await its further order, and for costs and all proper relief.

W. W. Merchant,

State of Ohio,  
Union County, ss.

Attorney for Plaintiff.

Joseph Nier, being first duly sworn say the facts stated and the allegations made in the above petition, are as he verily believes true.

Joseph Nier.

Sworn to before me and by the said Joseph Nier subscribed in my presence this 25<sup>th</sup> day of October, 1890.

R. M<sup>r</sup> Croy, Clerk

By W. M. Winget, Deputy.

Seal

To the Clerk:

Issue summonses for the defendants Simon Coder and Adelia Coder his wife to the Sheriff of Union County, Ohio returnable according to law. Indorse said writ, "Action in Foreclosure, amount claimed \$331 <sup>94</sup>/<sub>100</sub> with interest from April 1<sup>st</sup>, 1888. W. W. Merchant, Atty. for Plff.

Summonses

6087

Afterward, on the 25<sup>th</sup> day of October, 1890, a summons was issued by the Clerk of Court, indorsed, to wit:

The State of Ohio  
Union County

To the Sheriff of said County

You are commanded to notify Simon Coder and Adelia Coder, his wife, that they have been sued by Joseph Nier in the Court of Common Pleas of Union County, and must answer by the 22<sup>nd</sup> day of November, 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 3<sup>rd</sup> day of November, 1890.

Witness my hand and the Seal of said Court, this 25<sup>th</sup> day of October, A. D. 1890.

Seal

R. M<sup>r</sup> Croy Clerk  
By W. M. Winget, Deputy

Sheriff's Return

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Sheriffs Return

And on the 3<sup>rd</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, to wit:

6087

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Total	\$ 2 45

The State of Ohio  
 Union County | Sheriff's Return.  
 Received this writ October 25<sup>th</sup>, 1890, at 10 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 3<sup>rd</sup> day of November, 1890.  
 Thomas Martin, Sheriff.

Demurrer

Afterward, on the 14<sup>th</sup> day of November, 1890, a Demurrer was filed with the Clerk of Court, to wit:

6087

Joseph Neer  
 vs  
 Simon Coder and  
 Adelia Coder

In the Court of Common Pleas  
 Union County, Ohio.

And now come the said Adelia Coder and demure to the petition of said plaintiff herein filed and for ground thereof says: That said petition does not state facts sufficient to constitute a cause of action against this defendant.

John M. Brodrick,  
 Atty. for Adelia Coder.

Entry

Afterward, on the 10<sup>th</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

6087

Joseph Neer  
 vs  
 Simon Coder et al

Journal 15, Page 461

This cause coming on to be heard on the demurrer of Adelia Coder to the petition and the Court being fully advised in the matter doth overrule said demurrer. To which ruling said defendant then and there excepted.

Entry

Afterward, on the 11<sup>th</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

6087

Joseph Neer  
 vs  
 Simon Coder et al

Journal 15, Page 466

This cause now coming on to be heard on the petition and the evidence, the Court find that the defendants Simon Coder and Adelia Coder 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, that there is due the plaintiff from the defendant, Simon Coder, on the promissory notes set forth in the petition with interest to the first day of this term (February 9<sup>th</sup>, 1891) the sum of three-hundred and eighty-eight  $\frac{26}{100}$  (388  $\frac{26}{100}$ ) dollars.

The Court further find that in order to secure the

Court, Clerk Deputy

the payment of said notes with others, the defendant Simon Coder executed and delivered to James and Mary J. Taborn and by them assigned to this plaintiff, his certain mortgage as in the petition described and on the premises therein described. That said mortgage deed was duly recorded in Vol 20, Page 558 of the records of mortgages of Union County Ohio and is a good and valid first lien on the premises described in the petition and that the condition of said mortgage have been broken.

It is therefore considered by the Court that the plaintiff Joseph Nier recover from the defendant Simon Coder the said sum of three hundred and eighty-eight  $\frac{2}{100}$  (8388  $\frac{26}{100}$ ) dollars as heretofore found due him, and it is further adjudged and decreed that, unless the said defendant, Simon Coder or Adelia Coder, his wife, shall within ten (10) days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff the sum so found due him as aforesaid with interest from the first day of this term 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 Ohio, directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Order of Sale

Afterward, on the 2<sup>nd</sup> day of March, 1891, an Order of Sale was issued by the Clerk of Court.

6084 The State of Ohio,  
Union County, S. S.

To the Sheriff of said County, Greeting  
Whereas at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 11<sup>th</sup> day of February, 1891, Joseph Nier obtained a judgment and decree against Simon Coder and Adelia Coder for the sum of three hundred and eighty-eight  $\frac{2}{100}$  dollars and ten and  $\frac{5}{100}$  dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Simon Coder and Adelia Coder within 10 days from the 11<sup>th</sup> day of February 1891 pay unto the said Joseph Nier the said sum of three hundred and eighty-eight and  $\frac{2}{100}$  dollars with interest from the 7<sup>th</sup> day of February, 1891, 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 ten days aforesaid have fully expired, and the said sum of three hundred and eighty-eight  $\frac{2}{100}$  dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

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Sheriff's Return

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Clerk of

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 Taylor, and in Survey N<sup>o</sup>: 5629<sup>244</sup> 64 23. Beginning at a stone south east corner; thence S 81<sup>1</sup>/<sub>2</sub>° N. 23<sup>1</sup>/<sub>4</sub> poles to a stone: thence N. 11° 30' E. about 69<sup>1</sup>/<sub>2</sub> poles to the south-west corner of a piece of ten acres of land deeded by Gillman Snow to J. C. M<sup>o</sup>: Adams September 18<sup>th</sup>, 1868: thence N. 81° 6' E. 23<sup>1</sup>/<sub>4</sub> poles to the S.W. corner of said M<sup>o</sup>: Adams ten acre piece: thence S. 11° 30' N. to the place of beginning, containing 10 acres more or less.

Also the following premises situated in the same Township, County and State. Beginning at a stone in the south-west corner of Gillman's Snow lot conveyed to him by Calvin F. Hayes: thence N. 99<sup>2</sup>/<sub>100</sub> poles to a stone: thence N. 16<sup>7</sup>/<sub>100</sub> poles to a stone: thence east parallel with the first line 99<sup>2</sup>/<sub>100</sub> poles to a stone in the Gillman Snow's west line: thence south 16<sup>7</sup>/<sub>100</sub> poles to the beginning, containing 2.5 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 2<sup>nd</sup> day of March, 1891.  
R. M<sup>o</sup>: Croxy, Clerk

Seal

Sheriff's Return

And on the 6<sup>th</sup> day of April, 1891, 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, S.S. | Sheriff's Return.

Received this writ the 2<sup>nd</sup> day of March 1891 and on the 3<sup>rd</sup> day of March, 1891, I called an inquest of A. N. Minthorn, T. J. Woods and S. L. Baughrey 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: \$35<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

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Service	60	place of sale of said real estate to be given
Levy	50	for more than thirty days (to wit: five consecu-
Sum Apprs.	1 20	tive weeks) before the day of sale by advertise-
Swear. "	25	ment in the Marysville Tribune, a newspaper
Convey "	1 50	printed in said Union County, and of general
Writing Appr.	30	circulation therein, as will appear by a copy of
Copy of "	30	said advertisement hereto attached.
Notice to Ctr.	30	And on the 4 <sup>th</sup> day of April, 1891, at the
Affidavit ..	30	door of the Court House in Marysville, Ohio,
Writing Notice	30	at the hour of One o'clock P. M. of said day,
Mileage	7 00	the time and place of sale specified in said
Conduage	1 18	notice, I offered the within described real estate
Return	25	at public auction; and there and there struck
Total	\$3 98	off and sold the same to Joseph Nee for the
Apprs Fee	\$3 00	sum of twenty-three dollars and thirty-four
Croder Fee	74 75	cents (\$23 <sup>34</sup> ) per acre, he being the highest

bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Sheriff's Sale.

Proof of Publication

Joseph Nee

vs

On Order of Sale.

6087 Simon Coder 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 April 4<sup>th</sup>, 1891, at or about the hour of One o'clock P. M. on said day, the following described real estate, to wit: Situated in the Township of Taylor, County of Union, and State of Ohio, and bounded and described as follows:

Being in Survey N<sup>o</sup> 5629<sup>2</sup>/<sub>4</sub> 6493, beginning at a stone south-east corner; thence S. 81<sup>1</sup>/<sub>2</sub>° N. 23<sup>3</sup>/<sub>4</sub> poles to a stone; thence N. 11° 30' E. about 69<sup>2</sup>/<sub>2</sub> poles to the south-west corner of a piece of ten acres of land deeded by Gillman Snow to J. C. M<sup>o</sup> Adams September 18<sup>th</sup>, 1868; thence N. 81° 61' E. 23<sup>3</sup>/<sub>4</sub> poles to the south west corner of said M<sup>o</sup> Adams ten acre piece: thence S 11° 30' W. to the place of beginning, containing 10 acres, more or less.

Also the following premises situated in same Township County, and State, beginning at a stone in the south-west corner of Gillman Snow's lot conveyed to him by Calvin F. Hayes: thence N. 99<sup>2</sup>/<sub>10</sub> poles to a stone; thence N. 16<sup>7</sup>/<sub>10</sub> poles to a stone; thence east parallel with the first line 99<sup>2</sup>/<sub>10</sub> poles to a stone in Gillman Snow's west line; thence S. 16<sup>7</sup>/<sub>10</sub> poles to the beginning, containing 10 acres more or less.

Appraised at \$35<sup>00</sup> per acre.

Terms of Sale. Cash.

Thomas Martin Sheriff of Union County, Ohio.

The State of Union Co.

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April, 1891 Seal

Entry

6087

was made Joseph Nee vs Simon C.

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The State of Ohio,  
Union County S.S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with March 7<sup>th</sup>, 1891.

W. C. Shearer.

Sworn to and subscribed before me, this 11<sup>th</sup> day of April, 1891.

Seal

R. M<sup>c</sup> Crory, Clerk.

Afterward, on the 10<sup>th</sup> day of April, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

Entry

6084

Joseph Neer

vs

Simon Coder et al

Journal 15, Page 509

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 made in all respects in conformity to law and the orders of this Court, it is ordered that said sale and proceedings be and they are hereby confirmed and approved.

And it is further ordered that the said Sheriff convey to the purchaser, Joseph Neer, 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 and a writ of possession is hereby awarded to put said purchaser in possession of said premises.

It is further ordered by the Court that the Clerk cause satisfaction of the said 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 \$466.<sup>25</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 \$9.<sup>25</sup>  
Second-- The costs in this action taxed at \$45.<sup>00</sup>  
Third-- To the plaintiff, Joseph Neer, the amount heretofore found due him with interest, to wit: the sum of \$392.<sup>14</sup>  
Fourth-- To the defendants Simon Coder and Adelia Coder the balance of the said money remaining in the said Sheriff's hands, to wit: --- \$.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fourth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honourable John R. Price, Judge of said Court of the term of February, to wit, on the 9<sup>th</sup> day of February, in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore, to wit, on the 1<sup>st</sup> day of May, 1890, Charles Phillis Jr. filed in the Clerk's office of the said Court of Common Pleas the following petition against Jacob O. Kimball et al, to wit:

Petition Charles Phillis

vs

Court of Common Pleas  
Union County Ohio.

5980 Jacob O. Kimball et al

The plaintiff resident of the County of Madison in the State of Ohio respectfully represents to the Court that Charles Phillis Sr. late of Madison County, Ohio, deceased, died seized of the following real estate, situate in Union and Madison Counties of State of Ohio (having conveyed away prior to his death all of his other real estate) to wit, all of that tract of 524 <sup>17</sup>/<sub>16</sub> acres which James Fullington conveyed to said Charles Phillis by deed dated April 10<sup>th</sup>, 1861 and recorded in Vol. 23, Page 613 <sup>2</sup>/<sub>4</sub> 614 of Records of Union County, described as follows: In Union and Madison Counties, Part of Survey 7779 patented to John Graham; part of N<sup>o</sup> 7926 patented to Graham <sup>2</sup>/<sub>4</sub> Scroggs; <sup>2</sup>/<sub>4</sub> part of N<sup>o</sup> 12131, 12132, 12133 and part of 4807.

Beginning at a white ash corner to land owned by C. Fullington and in the west line of land conveyed by John F. Sabine: thence with said line N. 6<sup>o</sup>-40<sup>o</sup> E. 127 <sup>1</sup>/<sub>2</sub> poles to four small black ashes and a stake; thence with another line of said tract S. 67<sup>o</sup>- E. 39 <sup>2</sup>/<sub>5</sub>- poles to a white ash near a large walnut and stake; thence with another line of said land S. 6<sup>o</sup>- 73<sup>o</sup>- W. (crossing Darby at 171 poles) 208 poles to a stone; thence with another line of said tract S. 9<sup>o</sup>- W. 369 <sup>2</sup>/<sub>5</sub>- poles to a stone; thence S. 53<sup>o</sup>- W. 57 poles to a forked bur-oak; thence N. 37<sup>o</sup>- W. one pole to a stone; thence S. 68 <sup>1</sup>/<sub>2</sub>- W. 152 poles to a stone corner to John Weaver's land; thence N. 8<sup>o</sup>- 4<sup>o</sup>- E. 441 <sup>1</sup>/<sub>3</sub> poles to a stone in the center of the post road; thence with said road S 85 <sup>1</sup>/<sub>2</sub>- E. 87 <sup>2</sup>/<sub>5</sub> poles to a stone in the center of said road; thence N. 11<sup>o</sup>- E. (crossing the creek at 97 poles) 176 <sup>2</sup>/<sub>5</sub> poles to a stone in the line of C. Fullington's land (witness a red elm S. 11<sup>o</sup>- W. 17 links; thence with said C. Fullington's line S. 31 <sup>1</sup>/<sub>2</sub>- E. 61 <sup>1</sup>/<sub>10</sub> poles to the beginning containing five hundred and twenty-four acres <sup>2</sup>/<sub>4</sub> <sup>147</sup>/<sub>16</sub> square poles more or less.

Excepting what is in Madison County and one hundred acres lying in Union County Ohio, conveyed to the children of Sarah M. Guy by deed dated April 3<sup>rd</sup>, 1890, to which reference is made for description and being next to the County line. Also except 1 <sup>1</sup>/<sub>2</sub> acres conveyed by Charles Phillis to James Fullington by deed

dated W. Union Co. said Tru for said quantiti dated 18<sup>th</sup> Augustus 19<sup>th</sup>, 1870, Records Be corner of N. 27 <sup>1</sup>/<sub>2</sub>- W. line S. 89 and R. K. polis to a line S. 2 N. 72- E. 79 excepting 3<sup>rd</sup> to Charles Vol. 47, O Weeds de N<sup>o</sup>. 7976; th chains (e Brwins lo S 40- 96 es corner to said Bat to Mary land S. 5 acres m reserved eastern 4 Surfis a recorded follows: patented D. Atham to said Charles thence w of the r poles to a N. 72- W. and for 5<sup>th</sup>



dated December 30<sup>th</sup>, 1873 and recorded in vol 39, page 36 of Union County Records but to include the 1 1/2 acres which said Pullington conveyed to said Charles Phillis in exchange for said 1 1/2 acres in order to square the line leaving the quantity the same as before and as now occupied as per deed dated December 30<sup>th</sup>, 1873.

2<sup>d</sup> The tract of 33 7/10 acres in Union County Ohio, which Augustus Hill conveyed to Charles Phillis by deed dated March 19<sup>th</sup>, 1870, and recorded in Vol. 33, Page 592 of Union County Records of deeds described as follows: Part of Survey n<sup>o</sup> 7967.

Beginning, at a stone in the center of the road N.W. corner of Aaron Hill's farm; thence with James Pullington's line N. 24 1/2 - W. 93 poles to a stake; thence with said Pullington's line S. 59 - W. 20 poles to a stake corner of James Pullington's and A. B. Bates land; thence with A. B. Bates line S 44 1/2 - W. 65 3/10 poles to a small maple corner to Bates land; thence with his line S. 25 1/2 - S. 69 7/10 poles to the center of the post road; thence N. 72 - S. 79 7/10 poles to the beginning containing 43 7/10 acres, but excepting ten acres conveyed to Patrick Perry.

3<sup>d</sup> The tract of 46 1/2 acres that Charles Phillis Jr. <sup>supra</sup> conveyed to Charles Phillis Jr. by deed April 7<sup>th</sup>, 1855 and recorded in Vol. 47, Page 355, and 356 of Madison County Ohio Record of Deeds described as follows: Part of Survey 5135 and 5925.

Beginning at a stone in the north-east line of Survey n<sup>o</sup> 7976; thence with the line of said Survey 7976 S. 32 - 31 - S. 12 7/10 chains (chain being 4 poles) to a stone north-west corner of Thomas Erwin's land; thence with the line of said Erwin's land N. 52 - 45 - S 45 - 96 chains to a stone in the line of Asa Bates land and corner to said Thomas Erwin's land; thence with the line of said Bates land N. 33 - W. 10 5/10 chains to a stone south-east corner to Mary Erwin's land; thence with the line of Mary Erwin's land S. 50 - 25 - W. 40 7/10 chains to the beginning containing 46 1/2 acres more or less.

There is an easement or right of way reserved of 30 feet wide along the westerly line of this and eastern end of Survey n<sup>o</sup> 7976 for the benefit of Thomas Erwin.

4<sup>d</sup> Also a tract of 10 7/10 of an acre conveyed by John H. Surfis and wife to Charles Pullington June 3<sup>rd</sup>, 1878 and recorded in Vol. - - and in Madison County described as follows: Part of Surveys n<sup>o</sup> 10700, 12134, 12135, 12136, 12137 and 12138 patented to N. Sawyer and by him conveyed to Allen Batham and by said Batham to Asa Bates and by him to said Surfis.

Beginning at a stake in the line of Charles Phillis land and N.W. corner to the school house lot; thence with said line S. 34 - W. 26 poles to a stake in the center of the road; thence with the center of the road N. 51 - E. 29 3/4 poles to a stake; thence with the east line of the Survey N. 72 - W. 8 1/2 poles to the beginning containing one hundred and four poles more or less.

5<sup>d</sup> The tract of 60 5/10 acres conveyed by Newton Hunt

and wife to Charles Phillis August 15<sup>th</sup>, 1876 and recorded in Vol 30 Page 516 of Madison County Records, described as follows, in Madison County in Survey N<sup>o</sup> 7917.

Beginning at a bur oak in the margin of the Liverpool and Mechanicsburg turn-pike; thence S. 76<sup>o</sup> 7' - N. 61<sup>o</sup> 7<sup>o</sup> poles to a stone in the edge of said turnpike; thence N. 12<sup>o</sup> - W. 18<sup>o</sup> 1<sup>o</sup> poles to a stone; thence S. 76<sup>o</sup> 7' - W. 17<sup>o</sup> 3<sup>o</sup> poles to a stone; thence S. 12<sup>o</sup> - E. 18<sup>o</sup> 5<sup>o</sup> poles to a stone in the edge of said pike; thence S. 76<sup>o</sup> 7' - W. 75<sup>o</sup> 3<sup>o</sup> 6<sup>o</sup> poles to a stone in the center of said turn-pike and in the line of the original survey; thence with the survey line N. 8<sup>o</sup> - W. 10<sup>o</sup> 7<sup>o</sup> poles to a stone in said line and corner to Charles Phillis land; thence with said Phillis line N. 37<sup>o</sup> 2' - E. 51<sup>o</sup> 2' poles to two bur oaks from one root; thence N. 37<sup>o</sup> 4' - E. 113<sup>o</sup> 7<sup>o</sup> poles to a stone corner of said Phillis; thence E. 36<sup>o</sup> - E. 65<sup>o</sup> 2<sup>o</sup> 4<sup>o</sup> poles to a stone; thence S. 13<sup>o</sup> - E. 51<sup>o</sup> 6<sup>o</sup> 8<sup>o</sup> poles to a stone in the margin of the turnpike; thence S. 54<sup>o</sup> 2' - E. 17<sup>o</sup> 6<sup>o</sup> poles to the beginning, containing 60<sup>o</sup> 5<sup>o</sup> 6<sup>o</sup> acres.

6<sup>o</sup> Also the tract of 4<sup>o</sup> 4<sup>o</sup> 2<sup>o</sup> acres conveyed by Dexter Hunt and wife to Charles Phillis by deed September 11<sup>th</sup>, 1860, and recorded in Vol. 88, Page 303 of Madison County Records in Madison County Ohio, in Surveys N<sup>o</sup> 10700, 12134, 12135, 12136, 12137, 12138, and 7917.

Beginning at a bur oak and hickory one of the corners of Survey N<sup>o</sup> 7917 and also one of the corners of N<sup>o</sup> 10700, 12134, 12135 &c; thence with the original line of Survey N<sup>o</sup> 7917 S. 94<sup>o</sup> - E. 26 poles to a stone; thence N. 36<sup>o</sup> - 20 - E. 29 poles to a stone at the root of a black oak (south side); thence with the line of Survey 7482 - N. 58<sup>o</sup> 2' - W. 108<sup>o</sup> 2' poles to a white oak; thence N. 29<sup>o</sup> - W. 45<sup>o</sup> 5<sup>o</sup> poles to a stone corner to Survey 10860<sup>o</sup> 11027; thence with the line of said Survey S. 40<sup>o</sup> - W. 2 poles and 10<sup>o</sup> 1<sup>o</sup> 2' links to a stone; thence S. 29<sup>o</sup> - E. 45<sup>o</sup> poles and 20 links to a stone; thence S. 58<sup>o</sup> 2' - E. 83 poles and 20 links to a stone; thence S. 9<sup>o</sup> - E. 8 poles and 20 links to the beginning, containing 4<sup>o</sup> 11<sup>o</sup> 2<sup>o</sup> acres.

7<sup>o</sup> Also a tract being a lane of 134 poles by deed January 23<sup>rd</sup>, 1865 and recorded in Vol. 31 - Page 428, described as follows:

In Madison County Ohio. Part of Survey N<sup>o</sup> 7917 patented to Walter Hunt. Beginning at three black oaks from one root and a pin oak at which corner a stone is planted it being one of the original corners; thence with one of the lines of said Survey correcting the course S. 86<sup>o</sup> 4' - E. 66 poles to a stone; thence with the original line S. 14<sup>o</sup> 2' - E. 51<sup>o</sup> 3<sup>o</sup> 6<sup>o</sup> poles to a stone; thence N. 14<sup>o</sup> 2' - W. 51<sup>o</sup> 3<sup>o</sup> 6<sup>o</sup> poles to a stake; thence N. 36<sup>o</sup> 3<sup>o</sup> 4' - W. 65<sup>o</sup> 2<sup>o</sup> 7<sup>o</sup> poles to a stone in the line of the original survey; thence with the original line N. 36<sup>o</sup> 3<sup>o</sup> 4' - E. 17<sup>o</sup> 6<sup>o</sup> poles to the beginning, containing one hundred and thirty-four square poles, more or less.

That said Charles Phillis left neither wife or children or direct heirs, but he left one brother, viz: Thomas Phillis, resident of Poppea Kansas who is entitled to one-

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fourth of said premises as tenant in common with plaintiff  
 2<sup>d</sup> Our brother, Jacob Phillis, who is deceased, leaving eight  
 heirs to wit: Mrs. Byron A. Snider, married to James Snider,  
 residing at Macedon in Mercer County Ohio; Mrs. Elvira  
 Roberts married to W<sup>m</sup> Roberts of St. Charles, Butler County,  
 Ohio; W<sup>m</sup> Phillis of Okeanna Butler County, Ohio; Charles  
 Phillis the plaintiff, of Madison County Ohio; Jacob Phillis  
 of Okeanna Butler County Ohio; Robert Phillis of the State of  
 Louisiana, County and Post Office address unknown; James  
 Salisbury, married to Taylor Salisbury, deceased, leaving Charles  
 Salisbury their only child of Canton, Illinois and John Phillis  
 of Cold Water in Mercer County, Ohio, each of whom have one  
 eighth of one-fourth of said lands as tenants in common.

3<sup>d</sup> Mrs. Margaret Kimball, deceased, leaving as her only  
 children, viz: Jacob P. Kimball of Chatham Co. Georgia, who  
 is entitled to 1/2 part. Thomas Kimball, deceased, leav-  
 ing three children, to wit: Thomas J. Kimball, J. P. Kimball  
 and Albert Kimball whose residence is to plaintiff unknown  
 who are each entitled to one-thirty sixth part of said prem-  
 ises; and Rebecca Wall of Clark's Hill of Tippecanoe County  
 Indiana, who is entitled to one-twelfth part of said estate.

4<sup>d</sup> Rebecca Oyster, deceased, leaving Harriett Washburn of  
 Clarke's Hill, Indiana; Sophia Campbell of Preston, Hamilton  
 County Ohio, and Sarah M. Guy married to W<sup>m</sup> H. Guy of  
 Madison County Ohio, each of whom are entitled to the one  
 third of one-fourth of said real estate.

The said Charles Phillis had another brother named  
 Elias Phillis, who some 40 to 50 years ago went west, and  
 nothing being heard from him, is supposed to be dead without  
 issue, but if living or if dead, leaving children would be  
 entitled to a share of said estate.

The plaintiff is tenant in common with said  
 persons named as defendants and having a share of said  
 estate and is entitled to have partition of said premises.

Therefore plaintiff prays that all of said persons  
 named as defendants and having an interest in said  
 real estate be made defendants and be duly notified of  
 the pendency of this proceeding and that an order of  
 partition of said premises be made and such other and  
 further relief be granted as may seem right and proper.

Robinson & Woodburn,  
 Attorneys for Plaintiff.

State of Ohio,  
 Union County S. S.

Charles Phillis, being duly sworn deposes and says  
 he believes the allegations of the foregoing petition are true.  
 Charles Phillis Jr.

Sworn to before me and signed in my presence this  
 30<sup>th</sup> day of April, 1890.  
 Seal R. M. Croy, Clerk of Court.

Sarah M. Guy, one of the defendants herein waive  
Summons on her and enters her appearance herein in the  
above case.

Sarah M. Guy, by  
J. W. Robinson, her Atty.  
Legal Notice.

Proof of  
Publication

Charles Phillis, Jr.

vs

Court of Common Pleas  
Union County Ohio

5980 Jacob P. Kimball et al

The defendants Jacob P. Kimball, of Chattanooga  
in the State of Tennessee, Thomas Phillis of Topeka, in the  
State of Kansas, Cyrus A. Snider and John Phillis of Mercer  
County, Ohio, Elvira Roberts, W<sup>m</sup> Phillis and Jacob Phillis of  
Butler County, Ohio, Robert Phillis, of the State of Louisiana  
but County unknown, Jane Salisbury and Charles Salisbury  
of Canton, of the State of Illinois, Thomas Kimball and  
his children whose name and residence are unknown,  
Rebecca Wall and Harriett Washburn of Tippecanoe County  
Indiana, Sophia Campbell, Hamilton County Ohio, Elias  
Phillis whose place of residence is to plaintiff unknown, and  
his children and heirs whose names and residence are un-  
known, are all hereby notified that said Charles Phillis Jr.  
has filed his petition against them and others in said  
Court, where the same is pending for partition of the real  
estate hereinafter mentioned and claiming the one-thirty-  
second part thereof as heir of Charles Phillis Sr. deceased,  
and alleging that said defendants as heirs of the same  
are each a tenant in common with plaintiff and entitled  
to partition of said lands described as follows:

1" All of the 524 <sup>1/2</sup>/<sub>100</sub> acre tract which Charles Phillis Sr.  
obtained from James Fullington by deed dated April 10<sup>th</sup>, 1861  
and recorded in Vol. 23 Pages 613 <sup>2d</sup>/<sub>4</sub> 614 of the records of deeds  
of Union County, Ohio, except the part thereof situated in  
Madison County, Ohio, and the 100 acres thereof in Union  
County, Ohio, with to the County line conveyed to the  
children of Susan Guy by deed dated April 3<sup>rd</sup>, 1870.

2" The 33 <sup>1/2</sup>/<sub>100</sub> acre tract in Union County, Ohio, which  
Augustus Hill conveyed to Charles Phillis by deed dated March  
17<sup>th</sup>, 1870, and recorded in Vol. 33, Page 592, of the record of  
deeds of said County of Union.

3" The 46 <sup>1/2</sup>/<sub>100</sub> acre tract which Charles Phillis Jr. conveyed  
to Charles Phillis Sr. by deed dated April 7<sup>th</sup>, 1855, and recorded  
in Vol. 47, Pages 355 <sup>2d</sup>/<sub>4</sub> 356 of Madison County Ohio, Record of Deeds.

4" The small tract of one hundred and four poles  
conveyed by John H. Sulfis and wife to Charles Phillis by  
deed dated June 3<sup>rd</sup>, 1848, and recorded in Madison County  
Record of Deeds.

5" The 60 <sup>5/8</sup>/<sub>100</sub> acre tract in Madison County, Ohio, convey-  
ed to said Charles Phillis Sr. by deed dated August 15<sup>th</sup>, 1876,  
and recorded in Vol. 30, Page 516 of the Record of Deeds of

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Elvira  
Charles  
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Dec. 17<sup>th</sup>, 18

Summons  
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said County of Madison.

6" The 4 1/2 acre tract conveyed to said Phillis by Lester Hunt and wife by deed dated September 11<sup>th</sup>, 1860 and recorded in Vol. 38, Page 303, in said Madison County, Ohio, Records of Deeds.

7" The small tract or lane of 134 poles in Madison County Ohio, in Survey N<sup>o</sup>. 7947, and conveyed to said Charles Phillis by deed dated January 23<sup>rd</sup>, 1865, recorded in Vol. 31, Page 428 of the Record of Deeds of said Madison County, Ohio, reference being had to each of said deeds and records for a full description of each lot by metes and bounds.

Application will be made to said Court on the 3<sup>rd</sup> day of November, 1890, for an order of partition of said land as aforesaid, and the said defendants are requested to answer said petition on or before that date.

Robinson & Woodburn,  
Attorneys for Plaintiff.

Printers Fee \$ 37 <sup>50</sup>/<sub>100</sub>  
The State of Ohio.  
Union County S.S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with July 30<sup>th</sup>, 1890.

W. C. Shearer.

Sworn to before me this 4<sup>th</sup> day of November, 1890.

R. M<sup>o</sup>. Crook, Clerk  
By W. M. Wauget, Deputy.

Seal

Præcipe

To the Clerk:  
Issue Summons in this case to Sheriff of Mercer County, Ohio for James Snider and wife Byron A. Snider, and John Phillis.

To the Sheriff of Butler County, Ohio, for W<sup>m</sup> Roberts, Elvira Roberts, died leaving Ida Bell, wife of Frank Bell, Charles Roberts, and Viola Roberts, W<sup>m</sup> Phillis and Jacob Phillis.

Indorse: "Petition for Partition of Land"  
Dec. 17<sup>th</sup>, 1890.

Robinson & Woodburn  
Attorneys for Plaintiff.

Summons

Afterward, on the 17<sup>th</sup> day of December, 1890, a Summons was issued by the Clerk of Court, indorsed, to wit:

5-9-80 The State of Ohio  
Union County

To the Sheriff of Mercer County:

You are hereby commanded to notify John Snider and Byron Snider, his wife, and John Phillis that they and others have been sued by Charles Phillis Jr. in the Court of Common Pleas of Union County, and must answer by the 24<sup>th</sup> day of January, 1891, 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 27<sup>th</sup> day of December, 1890.

Witness my hand and the seal of said Court, this 17<sup>th</sup> day of December, 1890.

Seal

R. M. Crory, Clerk

By W. M. Winger, Deputy.

Indorsed: "Petition for Partition of Land"

Sheriff's Return

And on the 24<sup>th</sup> day of December, 1890, the Sheriff of said County returned said writ to the Clerk of this Court which return is as follows, to wit:

5980

Ser. Return	90
Adal. Dfts.	50
Mileage	2 40
Copy	75
Total	\$ 4 55

The State of Ohio

Mercer County

Sheriff's Return.

Received this writ December 19<sup>th</sup>, 1890

and served same by delivering to James B. Snider, Byron Snider, his wife, and John Phillis a true and certified copy of this writ with the indorsements thereon this 22<sup>nd</sup> day of December, 1890.

J. G. Timmord, Sheriff.

Summons

Afterward, on the 17<sup>th</sup> day of December, 1890, a Summons was issued by the Clerk of Court, indorsed, to wit:

5980

The State of Ohio

Union County

To the Sheriff of Butler County

You are hereby commanded to notify W<sup>m</sup>. Roberts, Elvira Roberts, William Phillis Jr. and Jacob Phillis that they have been sued by Charles Phillis Jr. in the Court of Common Pleas of Union County, and must answer by the 27<sup>th</sup> day of January, 1891, 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 29<sup>th</sup> day of December, 1890.

Witness my hand and the seal of said Court, this 17<sup>th</sup> day of December, 1890.

Seal

R. M. Crory, Clerk

By W. M. Winger Deputy.

Indorsed: "Petition for Partition of Land"

Sheriff's Return

And on the 29<sup>th</sup> day of December, 1890, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows.

5980

Ser. Return	\$ 55
Adal. Dfts.	30
Mileage	2 88
Copy	80
Total	\$ 4 53

State of Ohio

Butler County

Sheriff's Return.

Received this writ December 18<sup>th</sup>, 1890.

at 9 o'clock A. M. and served same by handing to W<sup>m</sup>. Phillis and Jacob Phillis each true copies of the within summons with all the indorsements thereon. Also served William Roberts by leaving a true copy of the within summons with all the indorsements thereon at his usual place of residence this the 23<sup>rd</sup> day of December, 1890.

Said Elvira Roberts is dead. Isaac Rogers, Sheriff

By Frank Krebs, Deputy.

Supplemental Petition

Supplemental Charles

5980

Jacob P

that s... Elvira P... Frank P... Roberts a... heirs at... Elvira C... the prop...

Bell and... ants in... deceased

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says he... true: th... fore gone

5<sup>th</sup> day of Seal

Præcipe

To the

5980

Bell, Fra... of Butler... Feb. 6<sup>th</sup>, 1891

Summons

The Stat... Union C.

5980

Bell, Cha... that the... Common... day of... taken a... 16<sup>th</sup> day of

Seal

County... which re

Supplemental  
Petition

Afterward, on the 6<sup>th</sup> day of February, 1891, the following Supplemental Petition was filed with the Clerk of Court.  
Charles Phillis Jr.

5980

vs  
Jacob O Kimball et al

Court of Common Pleas,  
Union County Ohio.

This day comes the plaintiff and says that since the filing of the said original petition the said Elvira Roberts died intestate leaving Ida Bell, married to Frank Bell, and Charles Roberts aged 20 years and Viola Roberts aged 14 years, all of Butler County Ohio, her sole heirs at law leaving by inheritance the share of the said Elvira Roberts in the lands in said petition described in the proportion therein mentioned.

The plaintiff prays that said Ida Bell, and Frank Bell and Charles Roberts and Viola Roberts be made defendants in said cause instead of the said Elvira Roberts, now deceased.

Robinson and Woodburn, Attorneys for Plaintiff.

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

J. W. Robinson, being duly sworn, deposes and says he believes the allegations of the foregoing petition are true: that he is one of the attorneys of the plaintiff in the foregoing case.

J. W. Robinson.

Sworn to before me and signed in my presence this

6<sup>th</sup> day of February, 1891.

Seal

R. M. Croy, Clerk of Court.

Præcipe

To the Clerk of Court:

5980

Bell, Frank Bell, Charles Roberts, Viola Roberts to the Sheriff of Butler County Ohio.  
Feb. 6<sup>th</sup>, 1891.

Issue Summons in this case for Ida Bell, Frank Bell, Charles Roberts, Viola Roberts to the Sheriff of Butler County Ohio. Indorse: "Petition for Partition of Land"  
J. W. Robinson, Atty for Plt.

Summons

The State of Ohio  
Union County

To the Sheriff of Butler County:

5980

You are hereby commanded to notify Ida Bell, Frank Bell, Charles Roberts and Viola Roberts (impleaded with others) that they have been sued by Charles Phillis in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of March, 1891, 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 16<sup>th</sup> day of February, 1891.

Witness my hand and the seal of said Court, this 6<sup>th</sup> day of February, 1891.

Seal

R. M. Croy, Clerk.

And on the 14<sup>th</sup> day of February, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to wit:

Sheriff's Return  
 Ser. of Return \$ 55  
 Adal. Hfte. 60  
 Mileage 2 40  
 Copy 1 00  
 Total \$ 4 55

State of Ohio,  
 Butler County  
 Sheriff's Return  
 Received this writ February 9<sup>th</sup>, 1891,  
 at 10 o'clock A. M. and on the 12<sup>th</sup> day of February  
 1891, I served the same by handing a true copy  
 thereof with all the indorsements thereon to said Ida Bell and  
 Frank Bell, and on the 12<sup>th</sup> day of February, 1891, I served by  
 leaving a true copy thereof with the indorsements thereon at  
 the usual place of residence of said Charles Roberts and  
 Viola Roberts, minors, and W<sup>m</sup> Roberts, father and custodian of  
 said minors.

Isaac Rogers, Sheriff of Butler County, Ohio.  
 By Frank Hiebs, Deputy.

Answer  
 Afterward, on the 9<sup>th</sup> day of February, the following Answer  
 was filed with the Clerk of Court, to wit:

5980 State of Ohio  
 Union County Court of Common Pleas

Charles Phillis  
 vs  
 Answer of Jacob W. Phillis,  
 William Phillis & Sophia Campbell  
 Jacob O. Kimball et al

Now come the defendants Jacob O. Phillis, W<sup>m</sup>  
 Phillis, and Sophia Campbell and by leave of the Court file  
 herein their answer and say:

They hereby voluntarily enter their  
 appearance herein as parties defendant, and admit the  
 truth of the allegations contained the petition and supplement-  
 tal petition to be true, and consent that partition of said  
 premises may be made as therein prayed for.

Jacob Phillis, William Phillis  
 Sophia Campbell

By John F. Locke their Attorney.

Entry  
 Afterward, on the 9<sup>th</sup> day of February, 1891, an Entry  
 was made on the Journal by the Clerk of Court, to wit:

5980 Charles Phillis Jr  
 vs  
 Journal 15, Page 458.  
 Jacob O. Kimball et al

This day came the plaintiff and made  
 proof to the satisfaction of the Court that legal notice hath  
 been made by publication upon all of the defendants and  
 that due service of summons was made upon the defend-  
 ants residing in the State of Ohio of the pendency of this  
 petition. Also that since the filing of this petition one  
 of the defendants - - - Roberts has died leaving Robert Roberts  
 and Viola Roberts, minors, since served with summons.

Whereupon the Court appoint John F. Locke, Guardian  
 ad litem for said minors and give defendants leave to file  
 answers in this case which is done by leave of the Court  
 whereupon this cause is passed for order of partition.

Answer of  
 Guard. Ad. Litem  
 Ad. litem Charles

5980 Jacob O.  
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Entry  
 5980 Charles  
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Answer of  
Guard.  
Ad. litem

Afterward, on the 9<sup>th</sup> day of February, 1891, Answer of Guard.  
Ad. litem was filed with the Clerk of Court, to wit:  
Charles Phillis Jr.

5980

Or  
Jacob P. Kimball et al

Court of Common Pleas,  
Union County Ohio.

Now comes John F. Locke, heretofore appointed by the Court Guardian ad litem for the infant defendants herein, Robert Roberts and Viola Roberts and for answer to the petition and supplemental petition herein says: That his said wards are infants, Robert Roberts being aged 20 and Viola Roberts being 17, and he denies the allegations contained in the petition and supplemental petition and prays the Court to protect the interest of his said wards herein.

John F. Locke, Guard. ad litem  
for Robert Roberts and Viola Roberts.

Entry

Afterward, on the 23<sup>rd</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of Court.

5980

Charles Phillis Jr.

Journal 15, Page 487

Or  
Jacob P. Kimball et al

This day came on this cause to be heard (all the parties being notified of the pendency of this petition according to law to the satisfaction of the Court) and the Court having heard the cause on the answers, exhibits and evidence, do find the said parties are tenants in common of the real estate in the petition described in the manner and proportion therein set forth, and further find that since the filing of the petition Elvira Roberts has died leaving the persons named in the supplemental petition her sole heirs at law and find that plaintiff is entitled to partition of said land in the manner prayed for therein.

Therefore it is by the Court considered ordered and adjudged that partition be made of said lands as therein prayed and that an order from this Court issue to the Sheriff of this County to proceed during this term by the oath of A. S. Mowry, William Howard and Augustus Hill, three disinterested free holders of this County not of kin to either of said parties to make partition by setting off to plaintiff one thirty-second part thereof, Cyrus Snider the same proportion thereof; Wm. Phillis the same proportion; Jacob Phillis the same proportion; Robert Phillis the same proportion; Charles Salsbery the same proportion; John Phillis the same proportion; to Ida Bell and Charles Roberts and Viola Roberts each one third of one thirty second part thereof; to Thomas Phillis one fourth part of said lands; to Jacob P. Kimball one sixteenth part thereof; to the unknown heirs of Thomas Kimball the same proportion, one sixteenth part thereof; to the child or children of Albert Kimball, deceased, one sixteenth part thereof; to Rebecca Wall one sixteenth part

to Harriett Washburn one-twelfth part of said premises; to Sophia Campbell one-twelfth part thereof and to Sarah M. Guy one-twelfth part thereof.

That if said premises will not bear partition that all of said premises be appraised by them in separate lots and that the said A. S. Mowry make a survey of the lot described as part of the lot of 524 <sup>147</sup>/<sub>76</sub> acres conveyed by James Pullington to Charles Phillis to ascertain the quantity in said tract to be partitioned and that the appraisement of the parts thereof on each side of the road be made separately, and all questions not herein adjudicated be reserved for the future action of the Court.

Afterward, on the 24<sup>th</sup> day of February, 1891, Writ of Partition was issued by the Clerk of Court, to wit:

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

To the Sheriff of said County, Greeting:

5780 We command you, that without delay, by the oath of Andrew S. Mowrey, William Howard and A. Augustus Hill you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid.

The following real estate situate in Union and Madison Counties of the State of Ohio (having conveyed away prior to his death all his other real estate) all of the tract of 524 <sup>147</sup>/<sub>76</sub> acres, which James Pullington conveyed to said Charles Phillis by deed dated April 10<sup>th</sup>, 1861, and recorded in Vol. 23 and Pages 613, 614 of records of Union County, described as follows:

In Union and Madison Counties part of Survey N<sup>o</sup>: 7479 patented to John Graham; part of 7926 patented to Graham and Serop, and part of N<sup>o</sup>: 12131, 12132, 12133, and part of N<sup>o</sup>: 4887.

Beginning at a white ash, corner to land owned by C. Pullington and in the west line of land conveyed by John P. Sabine; thence with said line N. 6<sup>o</sup> 40' E. 124 <sup>1</sup>/<sub>2</sub> poles to four small black ash and a stake; thence with another line of said tract S. 67<sup>o</sup> E. 39 <sup>5</sup>/<sub>8</sub> poles to a white ash near a large walnut and stake; thence with another line of said land S. 6<sup>o</sup> 43' N. (crossing Darby at 171 poles) 208 poles to a stone; thence with another line of said tract S. 9<sup>o</sup> N. 369 <sup>5</sup>/<sub>8</sub> poles to a stone S. 53<sup>o</sup> N. 54 poles to a forked bur-oak; thence N. 37<sup>o</sup> N. 1 pole to a stone; thence S. 68 <sup>3</sup>/<sub>4</sub> N. 152 poles to a stone corner to John Weavers land; thence N. 8<sup>o</sup> 4' E. 441 <sup>1</sup>/<sub>3</sub> poles to a stone in the center of the post road; thence with said road S. 85 <sup>5</sup>/<sub>7</sub> E. 84 <sup>5</sup>/<sub>8</sub> poles to a stone in the center of said road; thence N. 11<sup>o</sup> E. (crossing the creek at 97 poles) 176 <sup>2</sup>/<sub>10</sub> poles to a stone in the line of C. Pullington's land (witness a red elm S. 11<sup>o</sup> N. 17 links); thence with said C. Pullington's line S. 31 <sup>1</sup>/<sub>2</sub> E. 61 <sup>5</sup>/<sub>8</sub> poles to the beginning containing five hundred and twenty-four acres and 147 square poles more or less, excepting what is in Madison County and one hundred acres lying in Union County, Ohio

conveyed  
April 3<sup>rd</sup> 1861  
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James P  
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1 <sup>1</sup>/<sub>2</sub> acres  
Phillis in  
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Records of

corner of  
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conveyed to the children of Sarah M. Guy by deed dated April 3<sup>rd</sup> 1890 to which reference is made for description and being next to the County line.

Also except  $1\frac{1}{2}$  acres conveyed by Charles Phillis to James Pullington by deed dated December 30<sup>th</sup> 1873 and recorded in Vol. 39 Page 36 of Union County Records but to include the  $1\frac{1}{2}$  acres which said Pullington conveyed to said Charles Phillis in exchange for said  $1\frac{1}{2}$  acres in order to square the line leaving the quantity the same as before and now occupied as per deed dated December 30<sup>th</sup> 1873

2<sup>d</sup> The tract of  $33\frac{7}{100}$  in Union County Ohio which Augustus Hill conveyed to Charles Phillis by deed dated March 19<sup>th</sup> 1890, and recorded in Vol. 33, Page 592 of Union County Records of Deeds described as follows: Part of Survey N<sup>o</sup>: 7967.

Beginning at a stone in the center of the road N. W. corner of Aaron Hill's farm; thence with James Pullington's line N.  $24\frac{1}{2}$  - W. 93 poles to a stake; thence with said Pullington's line S. 89 - W. 20 poles to a stake corner of James Pullington and A. L. Bates land; thence with A. L. Bates line S.  $44\frac{1}{2}$  - W.  $65\frac{3}{10}$  poles to a small maple corner to Bates' land; thence with his line S.  $25\frac{1}{2}$  - E.  $69\frac{1}{10}$  poles to the center of the post road; thence N. 72 - E.  $79\frac{2}{3}$  poles to the beginning, containing  $43\frac{7}{100}$  acres but excepting 10 acres conveyed to Patrick Perry.

3<sup>d</sup> The tract of  $46\frac{1}{2}$  acres that Charles Phillis Jr. conveyed to Charles Phillis Sr. by deed dated April 7<sup>th</sup> 1885 and recorded in Vol. 47, Page 355 and 356 of Madison County Ohio, record of deeds described as follows: Part of Survey 8135<sup>2nd</sup> 8425.

Beginning at a stone in the north-east line of Survey N<sup>o</sup>: 7946; thence with the line of said Survey 7946 S.  $32^{\circ} 31'$  - E.  $12\frac{7}{100}$  chains (chain being 4 pole to a stone north-west corner of Thomas Erwin's land; thence with the line of said Erwin's land N.  $52^{\circ} 45'$  - E.  $40.96$  chains to a stone the line of Asa Bates land and corner to said Thomas Erwin's land; thence with the line said Bates land N.  $33^{\circ}$  - W.  $10\frac{52}{100}$  chains to a stone south-east corner to Mary Erwin's land; thence with the line of Mary Erwin's land S.  $50^{\circ} 25'$  - W.  $40\frac{7}{100}$  chains to the beginning containing  $46\frac{1}{2}$  acres more or less.

There is an easement or right of way made along the westerly line of this and easterly line of Survey N<sup>o</sup>: 7946 for the benefit of Thomas Erwin.

4<sup>th</sup> Also a tract of  $\frac{109}{100}$  of an acre conveyed by John H. Surfis and wife to Charles Phillis June 3<sup>rd</sup> 1878 and recorded in Vol. - and in Madison County described as follows:

Part of Surveys N<sup>o</sup>: 10700, 12134, 12135, 12136, 12137, and 12138 patented to N. Sawyer and by him conveyed to Allen Batham and by said Batham to Asa Bates and by him to said Surfis. Beginning at a stake in the line of Charles Phillis land and N. W. corner to the school-house lot; thence with said line S.  $34^{\circ}$  - W. 26 poles to a stake in the

center of the road: thence with the center of the road N. 51-  
E. 29 <sup>3</sup>/<sub>4</sub> poles to a stake; thence with the east line of the  
Survey N. 72 - N. 8 <sup>1</sup>/<sub>2</sub> - poles to the beginning, containing one-  
hundred and four poles more or less. <sup>1</sup>/<sub>2</sub>

5" The tract of 60 <sup>5</sup>/<sub>100</sub> acres conveyed by Newton Hunt  
and wife to Charles Phillis August 15<sup>th</sup>, 1876, and recorded  
in Vol. 30, Page 516 of Madison County Records described as  
follows: In Madison County in Survey N<sup>o</sup>. 7917.

Beginning at a bur oak in the margin of the Liverpool  
and Mechanicsburg turn-pike: thence S. 76 <sup>1</sup>/<sub>4</sub> - N. 61 <sup>1</sup>/<sub>100</sub> poles to a  
stone in the edge of said turnpike: thence N. 12 - N. 18 <sup>1</sup>/<sub>10</sub> poles to  
a stone: thence N. 76 <sup>1</sup>/<sub>4</sub> - N. 17 <sup>3</sup>/<sub>10</sub> poles to a stone: thence 12 - E. 18 <sup>1</sup>/<sub>10</sub> -  
poles to a stone in the edge of said pike: thence S. 76 <sup>1</sup>/<sub>4</sub> - N. 75 <sup>36</sup>/<sub>100</sub>  
poles to a stone in the center of said turnpike and in the  
line of the original survey; thence with the survey line N. 8 -  
N. 10 <sup>4</sup>/<sub>100</sub> poles to a stone in said line and corner to Charles  
Phillis land: thence with said Phillis line N. 37 <sup>1</sup>/<sub>2</sub> - E. 51 <sup>1</sup>/<sub>2</sub> - poles  
to two bur oaks from one root: thence N. 37 - E. 113 <sup>1</sup>/<sub>10</sub> poles to a  
stone corner of said Phillis land: thence S. 36 <sup>27</sup>/<sub>100</sub> poles to a  
stone: thence S. 13 - E. 51 <sup>9</sup>/<sub>100</sub> poles to a stone in the margin  
of the turnpike: thence S. 57 <sup>1</sup>/<sub>2</sub> - E. 1 <sup>7</sup>/<sub>100</sub> poles to the beginning  
containing 60 <sup>5</sup>/<sub>100</sub> acres.

6" Also the tract of 4 <sup>112</sup>/<sub>100</sub> acres conveyed by Lester Hunt  
and wife to Charles Phillis by deed September 11<sup>th</sup>, 1860, and  
recorded in Vol. 28, Page 303 of Madison County Records in  
Madison County, Ohio in Surveys 10700, 12134, 12135, 12136, 12137,  
12138 and 7917.

Beginning at a bur oak and hickory,  
one of the corners of Survey N<sup>o</sup>. 7917, and also one of the corners  
of N<sup>o</sup>. 10700, 12134, 12135 &c; thence with the original line of survey  
N<sup>o</sup>. 7917 S. 9 <sup>1</sup>/<sub>4</sub> - E. 26 poles to a stone: thence N. 36 - 20 E. 29 poles  
to a stone at the root of a black oak (south-side): thence  
with the line of survey N<sup>o</sup>. 7482 N. 58 <sup>1</sup>/<sub>2</sub> - N. 108 <sup>1</sup>/<sub>2</sub> - poles to a white  
oak: thence N. 29 - N. 45 <sup>1</sup>/<sub>2</sub> - poles to a stone corner to Survey 10860  
and 11027; thence with the line of said survey S. 40 - N. 2 poles  
and 10 <sup>1</sup>/<sub>2</sub> links to a stone: thence S. 29 - E. 45 - poles and 20 links  
to a stone: thence S. 58 <sup>1</sup>/<sub>2</sub> - E. 83 poles and 20 links to a stone:  
thence S. 9 - E. 8 poles and 20 links to the beginning, containing  
4 <sup>112</sup>/<sub>100</sub> acres.

7" Also a tract being a lane of 113 poles by deed January 23<sup>rd</sup>  
1865 and recorded in Vol. 31 Page 428 described as follows: In  
Madison County Ohio, part of Survey N<sup>o</sup>. 7917 patented to Walter  
Dunn.

Beginning at three black oaks from one root  
and a pin oak at which corner a stone is now planted it being  
one of the original corners: thence with one of the original  
lines of said survey correcting the course S. 36 <sup>3</sup>/<sub>4</sub> - E. 66. poles to  
a stone: thence with the original line S. 14 <sup>1</sup>/<sub>2</sub> - E. 51 <sup>36</sup>/<sub>100</sub> poles  
to a stone: thence S. 75 - N. 1 <sup>16</sup>/<sub>100</sub> poles to a stone: thence N. 14 <sup>1</sup>/<sub>2</sub> -  
N. 51 <sup>38</sup>/<sub>100</sub> poles to a stake: thence N. 36 <sup>3</sup>/<sub>4</sub> - N. 65 <sup>27</sup>/<sub>100</sub> poles to a stone  
in the line of the original survey: thence with the original

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line N. 36 <sup>3</sup>/<sub>4</sub> - E. 1 <sup>1</sup>/<sub>2</sub> poles to the beginning contained one hundred and thirty-four poles more or less. Among the persons named herein, and in the following proportions, to wit:

And that if said premises will not bear partition, that all of said premises be appraised by them as separate lots; and that the said A. S. Mowry make a survey of the lot described as part of the lot of 527 <sup>4</sup>/<sub>100</sub> acres conveyed by James Fullington to Charles Phillis, to ascertain the quantity in said tract to be partitioned, and that the appraisement of the parts thereof on each side of the road be made separately.

- To Charles Phillis, one thirty-second (<sup>1</sup>/<sub>32</sub>) part;
- To Byron Snyder, one thirty-second (<sup>1</sup>/<sub>32</sub>) part;
- To William Phillis, one thirty-second (<sup>1</sup>/<sub>32</sub>) part;
- To Jacob Phillis, one thirty-second (<sup>1</sup>/<sub>32</sub>) part;
- To Robert Phillis, one thirty-second (<sup>1</sup>/<sub>32</sub>) part;
- To Charles Salisbury, one thirty-second (<sup>1</sup>/<sub>32</sub>) part;
- To John Phillis, one thirty-second (<sup>1</sup>/<sub>32</sub>) part;
- To Ida Bell, one thirty-second (<sup>1</sup>/<sub>32</sub>) part;
- To Charles Roberts, one thirty-second (<sup>1</sup>/<sub>32</sub>) part;
- To Viola Roberts, one thirty-second (<sup>1</sup>/<sub>32</sub>) part;
- To Thomas Phillis, one-fourth part;
- To Jacob P. Kimball, one-sixteenth part;
- To Unknown Heirs of Thomas Kimball, one sixteenth (<sup>1</sup>/<sub>16</sub>) part;
- To the child or children of Albert Kimball (<sup>1</sup>/<sub>16</sub>) part;
- To Rebecca Wall, one-sixteenth- (<sup>1</sup>/<sub>16</sub>) part;
- To Harriett Washburn, one-twelfth (<sup>1</sup>/<sub>12</sub>) part;
- To Sophia Campbell, one-twelfth (<sup>1</sup>/<sub>12</sub>) part;
- To Sarah M. Guy, one-twelfth (<sup>1</sup>/<sub>12</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 Charles Phillis Jr. is plaintiff and the said Byron Snyder 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 Maryville this 24<sup>th</sup> day of February, 1891.

A. M. Crory, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oath of Andrew S. Mowry, William Howard, and B. Augustus Hill.

Said partition cannot be made, as will appear by the report of the Commissioners, here with returned of the appraisement and survey of said lands.

Given under my hand this 9<sup>th</sup> day of April, 1891.

Thomas Martin, Sheriff.

Seal		
Sheriff's Return	Service	\$ 60
	Mileage	3 20
	Exp. Writ	1 20
	Swear Com. &c	1 20
	Report of Com.	8 00
	Return	50
	Convey. Com	2 50
	Total	\$7 20
Comm. Fees	Surveys	42 00
	Chain Carrier	9 00
A. S. Mowry	add. Survey	10 00
	Total	\$70 00

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Comm. Report.

Charles Phillis Jr.

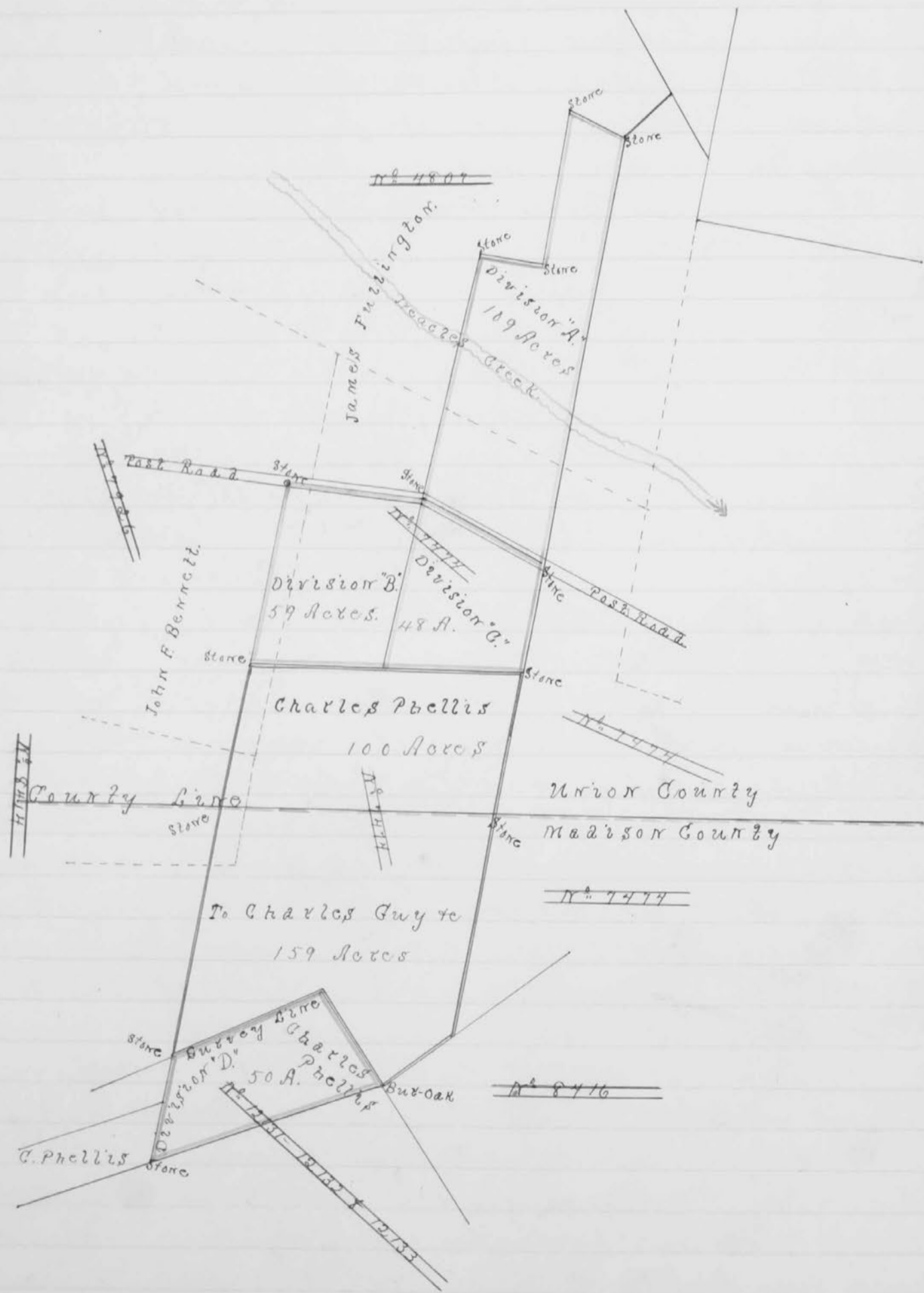
vs

Jacob P. Kimball et al

Union County, Court of Common Pleas.

5980

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 lands in said writ described cannot be divided without manifest injury and we do estimate the value of the same as shown at the descriptions of each sub-division.



Plan of the First Tract  
and Sub-divisions

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## Description of Division "A" of the First Tract.

Situate in Union County Ohio and part of Virginia Military Survey n<sup>o</sup>. 7474 and n<sup>o</sup>. 4807 and described as follows:

Beginning at a stone in the center of the post road and south-east corner to the James Pullington land: thence with a line of said land N. 14° E. 153 <sup>7</sup>/<sub>100</sub> poles to a stone: thence with another line of said land S. 80° E. 40 poles to a stone: thence with another line of said land N. 10° 15' E. 99 <sup>80</sup>/<sub>100</sub> poles to a stake and four black ash: thence with another line of said land S. 64° E. 39 <sup>8</sup>/<sub>100</sub> poles to a stake, black walnut and white ash a corner to the said James Pullington's lands and also a corner to W<sup>m</sup> Goff's land: thence with the west line of said land S. 10° N. 208 <sup>6</sup>/<sub>100</sub> poles to a stone: thence continuing with said line S. 12° 15' N. 62 poles to a stone in the center of the post road: thence with the center of said road N. 61° 30' W. 91 <sup>88</sup>/<sub>100</sub> poles to the beginning, containing 109 acres more or less.

Appraised at \$48<sup>00</sup> per acre, and amounting to \$5232<sup>00</sup>.

## Description of Division "B" of the First Tract.

Premises situate in Union County Ohio, and part of Virginia Military Survey n<sup>o</sup>. 7474 and 7926 and described as follows: Beginning at a stone north-east corner of John F. Bennett's land and in the center of the post road: thence with the center of said road S. 82° E. 87 <sup>4</sup>/<sub>100</sub> poles to a stone south-east corner of the James Pullington's land: thence S. 14° W. 108 poles to a stone in north line of the 100 acres in Union County Ohio conveyed by Charles Phillis to Charles P. Guy and others April 3<sup>d</sup>, 1890: thence with the north line of said 100 acres N. 88° W. 82 <sup>80</sup>/<sub>100</sub> poles to a stone north-west corner of said 100 acres and in the east line of said John F. Bennett's land: thence with said line N. 11° 45' E. 117 <sup>100</sup>/<sub>100</sub> poles to the beginning, containing 59 acres more or less.

Appraised at \$50<sup>00</sup> per acre and amounting to \$2950<sup>00</sup>.

## Description of Division "C" of the First Tract

Premises situate in Union County Ohio, and part of Virginia Military Survey n<sup>o</sup>. 7474 and described as follows: Beginning at a stone in the west line of William Goff's land and in the center of the post road: thence with the center of said road N. 61° 31' W. 91 <sup>88</sup>/<sub>100</sub> poles to a stone south-east corner to the James Pullington land: thence S. 14° W. 108 poles to a stone in the north line of the 100 acres in Union County Ohio conveyed by Charles Phillis to Charles P. Guy and others April 3<sup>d</sup>, 1890: thence with the north line of said 100 acres S. 88° E. 92 poles to

a stone north-east corner of said 100 acres and in the west line of said W<sup>m</sup> Goffs land; thence with said line N. 12° 15' E. 66 <sup>28</sup>/<sub>100</sub> poles to the beginning, containing 48 acres more or less.

Appraised at \$52<sup>00</sup> per acre and amounting to \$2496<sup>00</sup>.

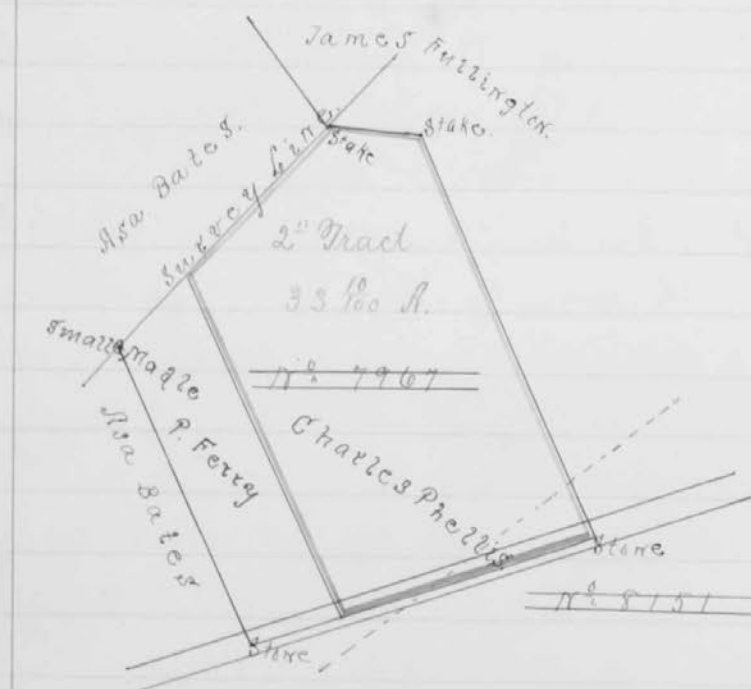
Description of Division "D." of the First Tract

Premises situate in Madison County, Ohio, and part of Virginia Military Survey N<sup>o</sup>. 12131, 12132, and 12133 and described as follows: Beginning at a stone in the line of survey N<sup>o</sup>. 7474 and one pole N. 35° W. from a forked bur oak the west corner to Survey N<sup>o</sup>. 8416; thence from said stone and with the line of said survey N<sup>o</sup>. 7474 N. 35° W. 71 poles to a stone corner to said survey; thence with another line of said survey S. 66° W. 99 poles to a stone in the line of said Survey N<sup>o</sup>. 7474 and also in the east line of Alma Kennedy's land; thence S. 11° 45' W. 69 <sup>50</sup>/<sub>100</sub> poles to a stone corner to lands formerly owned by John Weaver; thence N 71° E. 153 <sup>40</sup>/<sub>100</sub> poles to the beginning, containing 50 acres more or less. Appraised at \$45<sup>00</sup> per acre and amounting to \$2250<sup>00</sup>.

That Description of the Second Tract.

Premises situate in Union County, Ohio, and part of Virginia Military Surveys N<sup>o</sup>. 7967 and 8151 and described as follows:

Beginning at a stone in the center of the post road north-west corner of R. A. Hill's land and south-west corner to James Fullington's land; thence with a line of said land N. 27 1/2° W. 93 poles to a stake; thence



with another line of said land S. 89° W. 20 poles to a stake corner of corner of the lands of James Fullington's and Asa Bates and in the southerly line of survey N<sup>o</sup>. 7789; thence with said line S. 47 1/2° W. 65 <sup>20</sup>/<sub>100</sub> poles to a small maple corner to Asa Bates' land; thence with a line of said land S. 25 1/2° E. 69 <sup>40</sup>/<sub>100</sub> poles to a stone corner to said Asa Bates land in the center of the said post road; thence with the center of said road N. 72° E. 79 <sup>18</sup>/<sub>100</sub> poles to the beginning, containing 43 <sup>80</sup>/<sub>100</sub> acres.

But excepting therefrom 10 acres conveyed by R. A. Hill to Patrick Ferry November 20<sup>th</sup>, 1869 leaving 33 <sup>100</sup>/<sub>100</sub> acres, more or less.

Appraised at \$66<sup>00</sup> per acre and amounting to \$2184 <sup>60</sup>/<sub>100</sub>.

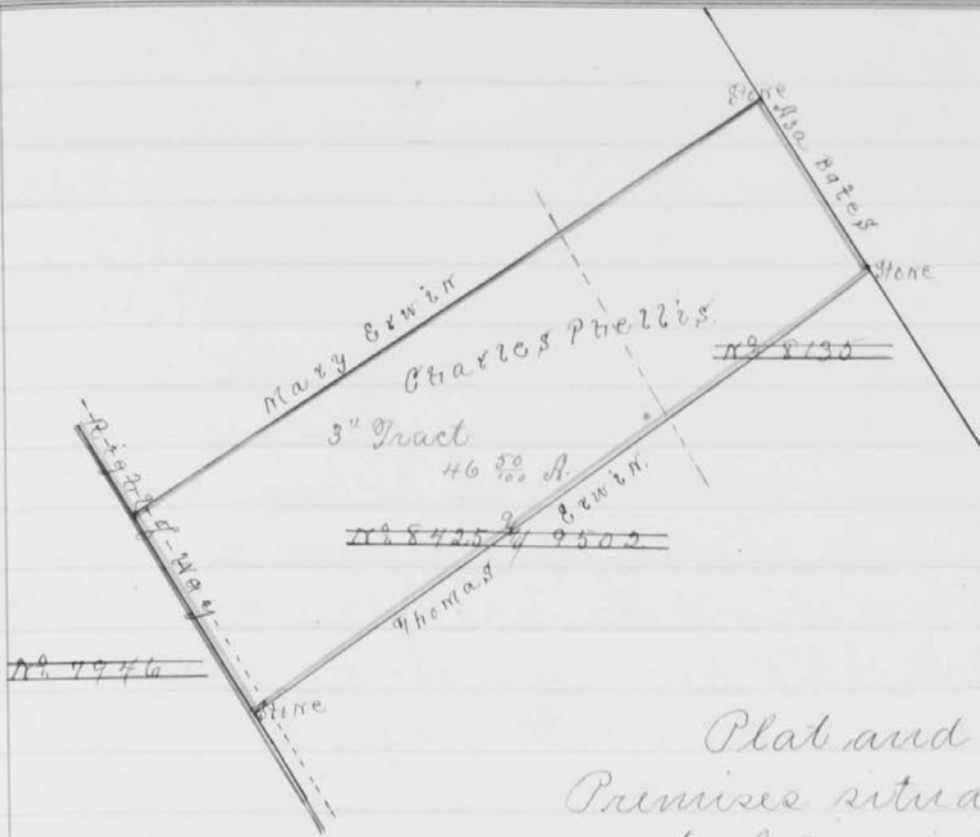


N<sup>o</sup>. 8425 and in the so called the said Survey to Thomas Bates' land; thence N. 33° W. 42 land; thence N. 163 <sup>16</sup>/<sub>100</sub> poles

land for a right County. The Gaddes others to said ea



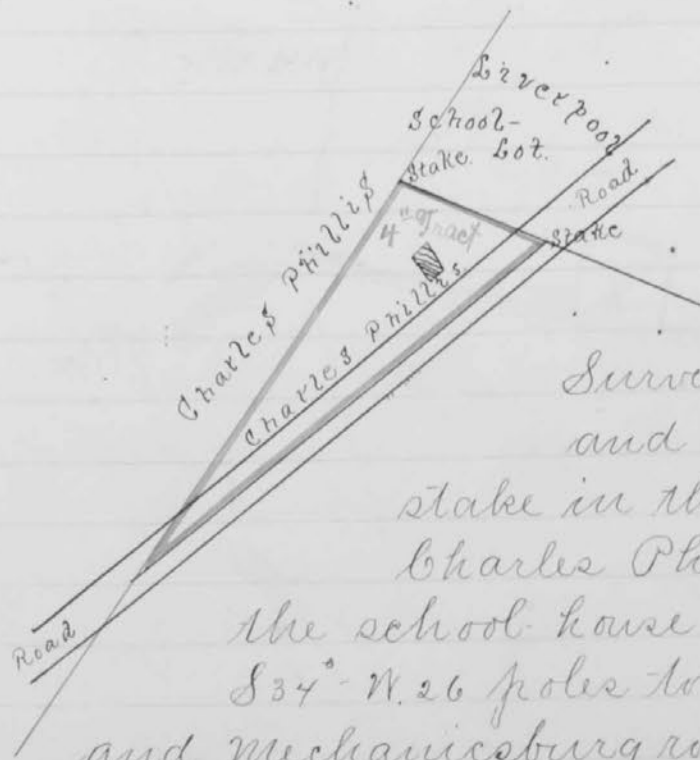




Plat and Description of the Third Tract. Premises situate in Madison County, Ohio and part of Virginia Military Survey N<sup>o</sup>. 8135<sup>2nd</sup> and N<sup>o</sup>. 8425<sup>1st</sup> and 9502 and described as follows: Beginning at a stone in the north-east line of the Springer Survey N<sup>o</sup>. 7946 (now called the Gaddis land); thence with the northeast line of the said Survey S. 32°-31'-E. 49 <sup>64</sup>/<sub>100</sub> poles to a stone north-west corner to Thomas Erwin's land; thence with the north-west line of said land N. 52°-45'-E. 163 <sup>87</sup>/<sub>100</sub> poles to a stone in the line of Asa Bates' land and north-east corner to the said Thomas Erwin's land; thence with the south-west line of said Asa Bates' land N. 33°-W. 42 <sup>48</sup>/<sub>100</sub> poles to a stone south-east corner to Mary Erwin's land; thence with the south-east line of said land S. 55°-25'-W. 163 <sup>16</sup>/<sub>100</sub> poles to the beginning, containing 46 <sup>50</sup>/<sub>100</sub> acres more or less.

There is to be an easement or right of way on this land for Thomas Erwin's land, and this land is to have a right of way as follows: Beginning at a stone in the County road corner to lands of B. F. Erwin, J. C. Vanness and the Gaddis land; thence S. 32°-31'-E. along the line of the Gaddis land across the lands of B. F. Erwin, Mary Erwin, and others to the south-west corner of said Thomas Erwin's land: said easement or right of way is to be 30 feet wide.

Appraised at \$45<sup>00</sup> per acre <sup>3/4</sup> amounting to \$2092 <sup>50</sup>/<sub>100</sub>



Plat and Description of the Fourth Tract.

Premises situate in Madison County Ohio, and part of Virginia Military Survey N<sup>o</sup>. 10700-12134-12135-12136-12137-12138 and described as follows: Beginning at a stake in the line of said survey and line of the Charles Phillis lands and south-west corner of the school-house lot in Liverpool; thence with said line S 34°-N. 26 poles to a stake in the center of the Liverpool and Mechanicsburg road; thence with the center of said road N. 51°-E. 29 <sup>75</sup>/<sub>100</sub> poles to a stake; thence N. 72°-W. 8 <sup>50</sup>/<sub>100</sub> poles to the

beginning, containing  $\frac{65}{100}$  of an acre, more or less.

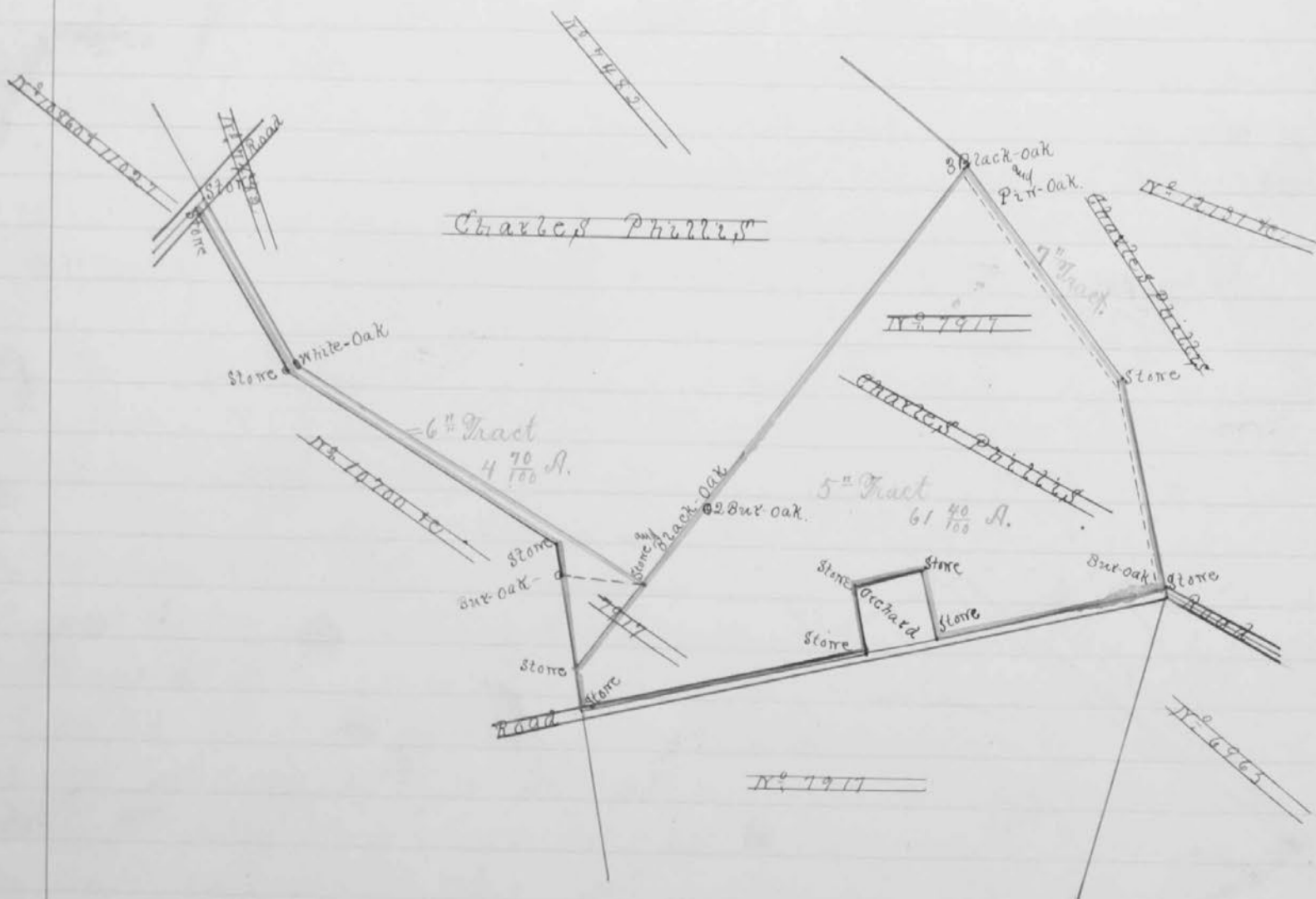
Appraisement of lot including house and improvements at \$300<sup>00</sup>

Description of the Fifth and Seventh Tracts.

Premises situate in Madison County, Ohio and part of Virginia military Survey N<sup>o</sup> 7917 described as follows: Beginning at a bur oak in the margin of the Liverpool and Mechanicsburg turnpike road; thence S.  $76^{\circ}\frac{1}{4}$  - N.  $61^{\circ}\frac{64}{100}$  poles to a stone in the edge of said road; thence N.  $12^{\circ}$  - N.  $18^{\circ}\frac{20}{100}$  poles to a stone; thence S.  $76^{\circ}\frac{1}{4}$  - N.  $17^{\circ}\frac{30}{100}$  poles to a stone; thence S.  $12^{\circ}$  - E.  $18^{\circ}\frac{20}{100}$  poles to a stone in the edge of said road; thence S.  $76^{\circ}\frac{1}{4}$  - N.  $75^{\circ}\frac{36}{100}$  poles to a stone in the center of said road and in the line of said survey; thence with said line N.  $8^{\circ}$  - N.  $10^{\circ}\frac{40}{100}$  poles to a stone; thence N.  $37^{\circ}\frac{1}{2}$  - E.  $51^{\circ}\frac{50}{100}$  poles to two bur oaks from one root; thence N.  $37^{\circ}\frac{1}{4}$  - E.  $113^{\circ}\frac{100}{100}$  poles to a stone; thence N.  $36^{\circ}\frac{3}{4}$  - E.  $1^{\circ}\frac{12}{100}$  poles to a stone (three black-oaks from one root and a pin oak) north-easterly corner to said survey N<sup>o</sup> 7917; thence with one of the lines of said survey S.  $36^{\circ}$  - E.  $66$  poles to a stone; thence with another line of said survey S.  $13^{\circ}$  - E.  $51^{\circ}\frac{36}{100}$  poles to a stone; thence S.  $75^{\circ}$  - N.  $1^{\circ}\frac{10}{100}$  poles to the beginning, containing  $61^{\circ}\frac{40}{100}$  acres more or less.

Appraised at 45<sup>00</sup> per acre and amounting to \$2763<sup>00</sup>

Plat of the Fifth, Sixth and Seventh Tracts.



1 <sup>st</sup> Tract =	Division
1 <sup>st</sup> " " " "	" " " "
1 <sup>st</sup> " " " "	" " " "
1 <sup>st</sup> " " " "	" " " "
2 <sup>nd</sup> " " " "	33 $\frac{16}{100}$ acre
3 <sup>rd</sup> " " " "	46 $\frac{50}{100}$ "
4 <sup>th</sup> " " " "	$\frac{65}{100}$ "
5 <sup>th</sup> 47 <sup>th</sup> " " "	61 $\frac{40}{100}$ "
6 <sup>th</sup> " " " "	4 $\frac{70}{100}$ "

Andrew S.  
William  
A. Augustus  
Andrew S.  
J. Charles  
Joseph W.  
William  
A. S. Mow

Entry  
on the J  
5980 Charles  
Jacob P.  
Frank  
minor

Description of the Sixth Tract - Premises situate in Madison County Ohio, and part of Virginia Military Survey N<sup>o</sup> 10700 &c. and N<sup>o</sup> 7917 described as follows: Beginning at a bur oak and hickory one of the corners of Survey N<sup>o</sup> 7917 and also one of the corners of Survey N<sup>o</sup> 10700 &c: thence with a line of said survey N<sup>o</sup> 7917 S. 7<sup>1</sup>/<sub>4</sub> - E. 26 poles to a stone: thence N. 36<sup>o</sup> - 20' - E. 29 poles to a stone at the root of a black oak corner to Survey N<sup>o</sup> 7482: thence with a line of said Survey N. 58<sup>1</sup>/<sub>2</sub> - W. 108<sup>1</sup>/<sub>2</sub> - poles to a white oak: thence with another line of said Survey N. 29<sup>o</sup> - W. 45<sup>o</sup>/<sub>100</sub> poles to a stone corner to Survey N<sup>o</sup> 10860 <sup>2</sup>/<sub>4</sub> 11027: thence with the line of said Survey S. 40<sup>o</sup> - W. 2<sup>o</sup>/<sub>100</sub> poles to a stone: thence S. 29<sup>o</sup> - E. 45<sup>o</sup>/<sub>100</sub> poles to a stone: thence S. 58<sup>1</sup>/<sub>2</sub> - E. 83<sup>o</sup>/<sub>100</sub> poles to a stone: thence S. 9<sup>o</sup> - E. 8<sup>o</sup>/<sub>100</sub> poles to the beginning, containing 4<sup>o</sup>/<sub>100</sub> acres more or less.  
Appraised at \$39<sup>00</sup> per acre <sup>2</sup>/<sub>4</sub> amounting to \$183<sup>30</sup>.

Summary of Appraisements

1 <sup>st</sup> Tract - Division "A" = 109 acres at \$48 <sup>00</sup> amounting to	\$5232.00	
1 <sup>st</sup> " " " " "B" = 59 " " " \$50 <sup>00</sup> " " " "	\$2950.00	
1 <sup>st</sup> " " " " "C" = 48 " " " \$52 <sup>00</sup> " " " "	\$2496.00	
1 <sup>st</sup> " " " " "D" = 50 " " " \$45 <sup>00</sup> " " " "	\$2250.00	
2 <sup>nd</sup> " " 33 <sup>1</sup> / <sub>100</sub> acres at \$66 <sup>00</sup> amounting to	\$2184.60	
3 <sup>rd</sup> " " 46 <sup>5</sup> / <sub>100</sub> " " \$45 <sup>00</sup> " " " "	\$2092.50	
4 <sup>th</sup> " " <sup>65</sup> / <sub>100</sub> " with house " " " "	\$300.00	
5 <sup>th</sup> <sup>2</sup> / <sub>4</sub> 7 <sup>th</sup> " 61 <sup>4</sup> / <sub>100</sub> " at \$45 <sup>00</sup> " " " "	\$2763.00	
6 <sup>th</sup> " " 4 <sup>7</sup> / <sub>100</sub> " " \$39 <sup>00</sup> " " " "	\$183.30	
Total appraised value		\$20451.40

Fees and Costs

Andrew S. Mowry, Commissioner, 2 days	\$300 <sup>00</sup>
William Howard, " " 2 " "	\$300 <sup>00</sup>
A. Augustus Hill, " " 2 " "	\$300 <sup>00</sup>
Andrew S. Mowry, Surveyor - -	\$24 <sup>00</sup>
J. Charles Kennedy, Assistant Surveyor	\$18 <sup>00</sup>
Joseph W. Lawrence, Cham-carrier &c	\$5 <sup>00</sup>
William M <sup>o</sup> Churg " " "	\$4 <sup>00</sup>
A. S. Mowry for additional survey	\$10 <sup>00</sup>
	\$70 <sup>00</sup>

Given under our hands, this 6<sup>th</sup> day of April A. D. 1891.  
 Andrew S. Mowry }  
 William Howard } Commissioners  
 A. Augustus Hill }

Entry  
 5980 Afterward, on the 9<sup>th</sup> day of March, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:  
 Charles Phillis Jr. | Journal 15, Page 500  
 vs. |  
 Jacob P. Kimball et al |  
 On motion of said defendants Ida Bell and Frank Bell, her husband, and Charles Roberts and Viola Roberts minors who defend by their next friend William Roberts.

their default for answer herein is hereby set aside, and leave is given them to file their answer herein, which is accordingly done.

Answer

of  
Ida Bell  
Frank Bell

5980

Afterward, on the 9<sup>th</sup> day of March, 1891, the following answer was filed with the Clerk of Court, to wit:

Charles Phillis

Or

Jacob P. Kimball et al

Court of Common Pleas of  
Union County Ohio

Now comes Ida Bell and Frank Bell, defendants in this case, for their joint answer to plaintiff's petition and supplemental petition say that they are husband and wife, and that said Ida Bell is the daughter of Elvira Roberts, late of Butler County, Ohio; that said Elvira Roberts at her death left three children her sole heirs, this defendant Ida Bell being one of said children and Charles Roberts, who is a minor aged about 20 years, and Viola Roberts aged 12 years being the other children of said Elvira Roberts deceased.

Said Elvira Roberts at her death left a husband W<sup>m</sup> Roberts, surviving her, who is still living and is entitled to an estate of dower in the share of said real estate owned by said Elvira Roberts at her death. They say that this defendant Ida Bell is now the owner of the one-ninety-sixth part of the real estate described in Plaintiff's petition subject to the dower estate of her father said William Roberts therein. These defendants pray that their rights in the premises may be protected by the Court.

State of Ohio,

Butler County, ss.

A. F. Hunt <sup>and</sup> C. J. Smith Attys.

Frank Bell, one of the above named defendants being duly sworn says that he believes all the allegations in the foregoing petition are true.

F. W. Bell.

Sworn to before me and subscribed in my presence this 7<sup>th</sup> day of March, 1891.

Seal

A. J. Welliver, Clerk. Butler County, Ohio.

Entry

5980

Afterward, on the 9<sup>th</sup> day of March, 1891, an entry was made on the Journal by the Clerk of Court, to wit:

Charles Phillis

Or

Jacob P. Kimball et al

Journal 15. Page 500.

William Roberts represents to the Court that he is a necessary party in this case, and asks to be made a defendant herein, and on his motion he is made a defendant herein and leave is given him to file an answer herein which is accordingly done.

Answer

of  
W<sup>m</sup> Roberts

5980

of  
Charles O

Jacob P. S

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7<sup>th</sup> day of  
Seal

Answer

of  
Charles  
Roberts

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Charles O  
vs  
Jacob P. S

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Answer of  
Wm Roberts

Afterward, on the 9<sup>th</sup> day of March, 1891, an Answer was filed with the Clerk of Court, which is to wit:  
Charles Phillis  
vs  
Court of Common Pleas, Union County Ohio

5980

Jacob P. Kimball et al  
William Roberts, being made a defendant herein on his own motion, now comes and enters his appearance herein, and for his answer to the petition and supplemental petition of plaintiff says that he is the surviving husband of said Elvira Roberts, deceased, and that he now owns a dower estate in the one-thirty-second part of the real estate described in plaintiffs petition owned by said Elvira Roberts at her death. He prays that his rights in the premises may be protected.

A. F. Hume & C. J. Smith, Atty.

State of Ohio,  
Butler County ss.

William Roberts, the above named defendant, being duly sworn, says that he believes all the allegations in the foregoing answer are true.

William Roberts.

Sworn to before me and subscribed in my presence this 7<sup>th</sup> day of March, 1891.  
Seal

A. J. Welliver, Clerk, Butler County, Ohio.

Answer of  
Charles Roberts

Afterward, on the 9<sup>th</sup> day of March, 1891, an Answer was filed with the Clerk of Court, to wit:  
Charles Phillis  
vs

5980

Jacob P. Kimball et al  
Court of Common Pleas, Union County Ohio

Charles Roberts, who is a minor and who defends by his next friend William Roberts, for his answer to plaintiffs petition and supplemental petition says that he is the son of said Elvira Roberts, deceased; that said Elvira Roberts at her death owned the one-thirty-second part of the real estate described in the petition, and that at her death she left surviving her a husband named William Roberts and three children, this defendant and Viola Roberts aged now 12 years, and said defendant Ida Bell, her sole heirs.

He says that he is now the owner of the one-ninety-sixth part of the real estate described in the petition subject to the dower estate therein of said William Roberts, the surviving husband of said Elvira Roberts.

He says that said William Roberts is the owner of a dower estate in the one-thirty-second part of said real estate owned by said Elvira Roberts at her death. He prays that the Court will protect his rights in the premises.

A. F. Hume & C. J. Smith, Atty.

The State of Ohio  
Butler County S.S.

William Roberts, the above named next friend of said defendant Charles Roberts, who is a minor, being duly sworn, says that he believes that all the allegations in the foregoing answer are true.

William Roberts.

Sworn to before me and subscribed in my presence this 7<sup>th</sup> day of March, 1891.

Seal } A. J. Mollivor, Clerk, Butler County Ohio.

Answer of Viola Roberts

Afterward, on the 9<sup>th</sup> day of March, 1891, an Answer was filed with the Clerk of Court, to wit:

Charles Phillis

vs

Court of Common Pleas  
Union County, Ohio

Jacob O. Kimball et al

5980

Viola Roberts, who is a minor and who defends by her next friend William Roberts, being made a defendant herein on her own motion and by her next friend William Roberts, now comes and enters her appearance herein, and for her answer to the petition and supplemental petition, says that she is the daughter of said Elvira Roberts, deceased; that said Elvira Roberts at her death owned the one thirty-second part of the real estate described in the petition; and that at her death she left surviving her a husband named William Roberts and three children, this defendant, who is a minor aged 12 years, and Charles Roberts, as minor now aged 20 years, and said defendant Ida Bell, her sole heirs.

She says that she is now the owner of the one-ninety-sixth part of the real estate described in the petition, subject to the dower-estate therein of said William Roberts, the surviving husband of said Elvira Roberts. She says that said William Roberts is the owner of a dower interest in the one-thirty-second part of said real estate owned by said Elvira Roberts at her death. She prays the Court to protect her rights in the premises.

A. F. Hummel

The State of Ohio,  
Butler County S.S.

C. J. Smith, Jtts.

William Roberts, the above named next friend of said defendant Viola Roberts, who is a minor, being duly sworn, says that he believes all the allegations in the foregoing answer are true.

William Roberts.

Sworn to before me and subscribed in my presence this 7<sup>th</sup> day of March, 1891.

A. J. Mollivor, Clerk,  
Butler County, Ohio

Entry

5980

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Afterward, on the 10<sup>th</sup> day of April, 1891, an Entry was made on the Journal by the Clerk of Court.

5980

Charles Phillis

vs

Jacob P. Kimball

Journal 15, Page 510

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same, and it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said premises free of dower, to wit: in the sum of \$20451 <sup>7/10</sup>%, 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 said premises at their appraised value, on motion of the plaintiff it is ordered that said premises be sold at public auction at Court House; and that an order issue therefore to the Sheriff of Union to sell said estate in separate tracts as separated by the Commissioners. And that said Sheriff return his proceedings to this Court without unnecessary delay.

Order of Sale  
in  
Partition

Afterward, on the 15<sup>th</sup> day of April, 1891, an Order of Sale in Partition was issued by the Clerk of Court, indorsed, to wit:

The State of Ohio

Union County ss.

To the Sheriff of said County, Greeting:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the February term, 1891, in a certain Petition for Partition, now pending in said Court, wherein Charles Phillis - plaintiff, and Byron Snider, William Phillis, Jacob Phillis, Robert Phillis, Charles Salsbery, John Phillis, Ida Bell Charles Roberts, Viola Roberts, Thomas Phillis, Jacob P. Kimball, Rebecca Wall, Harriett Washburn, Sophia Campbell, Sarah M. Guy, and the unknown heirs of Thomas Kimball and the child or children of Albert Kimball 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:

Description of Division "A" of the First Tract:

Premises situate in the County of Union, Ohio, and part of Virginia Military Survey N<sup>o</sup>. 7477 and N<sup>o</sup>. 4807 and described as follows:

Beginning at a stone in the center of the Post Road and South-East corner to the James Pullington lands: thence with a line of said land N. 14 - E. 15<sup>3</sup>/<sub>10</sub> poles to a stone: thence with another line of said land S. 80 -

E. 40 poles to a stone; thence with another line of said land N. 10° 15' - E. 79 <sup>5</sup>/<sub>100</sub> poles to a stake and four black ashes; thence with another line of said land S. 67 - E. 39 <sup>5</sup>/<sub>100</sub> poles to a stake, black walnut and white ash, a corner to the said James Pullingtons land and also a corner to William Goff's land; thence with the west line of said land S. 10 - N. 208 <sup>4</sup>/<sub>100</sub> poles to a stone; thence continuing with said line S. 12° - 15' - N. 62 poles to a stone in the center of the post road; thence with the center of the said road N. 61° - 30' - N. 91 <sup>5</sup>/<sub>100</sub> poles to the beginning, containing 109 acres more or less.  
Appraised at \$48<sup>00</sup> per acre <sup>2</sup>/<sub>3</sub> amounting to \$5232<sup>00</sup>.

Description of Division "B" of the First tract.

Premises situate in Union County Ohio, and part of Virginia Military Survey N<sup>o</sup> 7474 and N<sup>o</sup> 7926 and described as follows:

Beginning at a stone north-east corner of John F. Bennetts land and in the center of the post road; thence with the center of said road S. 82° - E. 84 <sup>5</sup>/<sub>100</sub> poles to a stone south-east corner of the James Pullingtons land; thence S. 14° - N. 108 poles to a stone in the north line of the 100 acres in Union County Ohio conveyed by Charles Phillis to Charles O. Guy and others April 3<sup>d</sup>, 1890; thence with the north line of said 100 acres N. 88° - N. 82 <sup>5</sup>/<sub>100</sub> poles to a stone north-west corner of said 100 acres and in the east line of said John F. Bennetts land; thence with said line N. 11° - 45' - E. 117 <sup>5</sup>/<sub>100</sub> poles to the beginning, containing 59 acres more or less.  
Appraised at \$50<sup>00</sup> per acre <sup>2</sup>/<sub>3</sub> amounting to \$2950<sup>00</sup>.

Description of Division "C" of the First tract.

Premises situate in Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 7474 and described as follows:

Beginning at a stone in the west line of William Goff's land and in the center of the post road; thence with the center of said road N. 61° - 30' - N. 91 <sup>5</sup>/<sub>100</sub> poles to a stone south-east corner to the James Pullington land; thence S. 14° - N. 108 poles to a stone in the north line of the 100 acres in Union County, Ohio conveyed by Charles Phillis to Charles O. Guy and others April 3<sup>d</sup>, 1890; thence with the north line of said 100 acres S. 88° - E. 92 poles to a stone north-east corner of said 100 acres and in the west line of said William Goff's land; thence with said line N. 12° - 15' - E. 66 <sup>5</sup>/<sub>100</sub> poles to the beginning, containing 48 acres more or less.

Appraised at \$52<sup>00</sup> per acre and amounting to \$2496<sup>00</sup>

Description of Division "D" of the First tract.

Premises situate in Madison County Ohio and part of Virginia Military Survey

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46 <sup>5</sup>/<sub>100</sub> acre



N<sup>o</sup>. 12131-12132-12133 and described as follows:

Beginning at a stone in the line of Survey N<sup>o</sup>. 7474 and one pole N 35° W. from a forked birch oak the west corner to Survey N<sup>o</sup>. 8416: thence from said stone and with the line of said survey N<sup>o</sup>. 7474 N. 35° W 71 poles to a stone corner to said survey: thence with another line of said survey S 66° W 99 poles to a stone in the line of said Survey N<sup>o</sup>. 7474 and also in the east line of Alna Kennedy's land: thence S 11° 45' W 69 <sup>1</sup>/<sub>2</sub> poles to a stone corner to lands formerly owned by John Weaver: thence N. 71° E. 153 <sup>1</sup>/<sub>2</sub> poles to the beginning, containing 50 acres more or less. Appraised at \$45<sup>00</sup> per acre amounting to \$2250<sup>00</sup>.

Description of Second Tract.

Premises situate in Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup>. 7967 and 8151 and described as follows:

Beginning at a stone in the center of the post road north-west corner of A. A. Hill's land and south-west corner to James Pullington's land: thence with a line of said land N. 27 <sup>1</sup>/<sub>2</sub>° W. 93 poles to a stake; thence with another line of said land S. 89° W. 20 poles to a stake corner of corner of the lands of James Pullington and Asa Bates and in the southerly line of Survey N<sup>o</sup>. 7709: thence with said line S 44 <sup>1</sup>/<sub>2</sub>° W. 63 <sup>1</sup>/<sub>2</sub> poles to a small maple corner to Asa Bates land: thence with a line of said land S. 25 <sup>1</sup>/<sub>2</sub>° E. 69 <sup>1</sup>/<sub>2</sub> poles to a stone corner to said Asa Bates land in the center of the said post road: thence with the center of the said post road N. 72° E. 79 <sup>1</sup>/<sub>2</sub> poles to the beginning, containing 43 <sup>1</sup>/<sub>2</sub> acres. But excepting therefrom 10 acres conveyed by A. A. Hill to Patrick Ferry, November 20<sup>th</sup>, 1869, leaving 33 <sup>1</sup>/<sub>2</sub> acres more or less.

Appraised at \$66<sup>00</sup> per acre and amounting to \$2184 <sup>1</sup>/<sub>2</sub>.

Description of the Third Tract.

Premises situate in Madison County, Ohio, and part of Virginia Military Survey N<sup>o</sup>. 8135 and N<sup>o</sup>. 8425 and 9502 and described as follows:

Beginning at a stone in the north-east line of the Springer Survey N<sup>o</sup>. 7946 (now called the Gadder land) thence with the north-east line of the said Survey S. 32° 31' E. 49 <sup>1</sup>/<sub>2</sub> poles to a stone north-west corner to Thomas Erwin's land: thence with the north-west line of said land N. 52° 45' E. 163 <sup>1</sup>/<sub>2</sub> poles to a stone in the line of Asa Bates land and north-east corner to the Thomas Erwin's land: thence with the south-west line of said Asa Bates land N 33° W. 42 <sup>1</sup>/<sub>2</sub> poles to a stone south-east corner of Mary Erwin's land: thence with the south-east line of said land S. 55° W. 25' 162 <sup>1</sup>/<sub>2</sub> poles to the beginning, containing 46 <sup>1</sup>/<sub>2</sub> acres more or less. There is to be an easement

or right of way on this land for Thomas Erwin land for Thomas Erwin's land and this land is to have a right of way as follows:

Beginning at a stone in the County road corner to lands of B. F. Erwin, J. C. Vanness and the Gadder land; thence S 32° 31' E. along the line of the Gadder land across the lands of B. F. Erwin, Mary Erwin and others to the south-west corner of said Thomas Erwin's land. Said easement or right of way is to be 30 feet wide.

Appraised at \$45<sup>00</sup> per acre and amounting \$2092 <sup>50</sup>/<sub>100</sub>.

Description of the Fourth tract.

Premises situate in Madison County Ohio, and part of Virginia Military Survey N<sup>o</sup>. 10700, 12134-12135-12136-12137-12138 and described as follows:

Beginning at a stake in the line of said Survey and line of the Charles Phillis land and south-west corner of the school-house lot in Liverpool; thence with said line S. 34° W. 26 poles to a stake in the center of the Liverpool and Mechanicsburg road; thence with the center of said road N. 51° E. 29 <sup>75</sup>/<sub>100</sub> poles to a stake; thence N. 72° W. 8 <sup>50</sup>/<sub>100</sub> poles to the beginning, containing 65 <sup>100</sup>/<sub>100</sub> of an acre more or less.

Appraisement of lot including house and improvement at \$300 <sup>00</sup>/<sub>100</sub>.

Description of Fifth <sup>th</sup> and Sixth tracts.

Premises situate in Madison County Ohio, and part of Virginia Military Survey N<sup>o</sup>. 7917 described as follows:

Beginning at a bur oak in the margin of the Liverpool and Mechanicsburg turnpike road; thence S. 76° <sup>14</sup>/<sub>100</sub> - W. 61° <sup>62</sup>/<sub>100</sub> poles to a stone in the edge of said road; thence N. 12° W. 18 <sup>200</sup>/<sub>100</sub> poles to a stone; thence S. 76° <sup>14</sup>/<sub>100</sub> - W. 17 <sup>300</sup>/<sub>100</sub> poles to a stone; thence S. 12° E. 18 <sup>200</sup>/<sub>100</sub> poles to a stone in the edge of said road; thence S. 76° <sup>14</sup>/<sub>100</sub> - W. 75 <sup>300</sup>/<sub>100</sub> poles to a stone in the center of said road and in the line of said survey; thence with said line N. 8° W. 10 <sup>700</sup>/<sub>100</sub> poles to a stone; thence N. 37° <sup>12</sup>/<sub>100</sub> - E. 51 <sup>500</sup>/<sub>100</sub> poles to two bur-oaks from one root; thence N. 37° <sup>14</sup>/<sub>100</sub> - E. 113 <sup>100</sup>/<sub>100</sub> poles to a stone; thence N. 36° <sup>24</sup>/<sub>100</sub> - E. 1 <sup>400</sup>/<sub>100</sub> poles to a stone (three black oaks from one root and a pin oak) north-easterly corner to said survey N<sup>o</sup>. 7917; thence with one of the lines of said survey S. 36° E. 66 poles to a stone; thence with another line of said survey S. 13° E. 51 <sup>300</sup>/<sub>100</sub> poles to a stone; thence S. 75° - W. 1 <sup>100</sup>/<sub>100</sub> poles to the beginning, containing 61 <sup>100</sup>/<sub>100</sub> acres more or less.

Appraised at \$45<sup>00</sup> per acre and amounting to \$2763 <sup>00</sup>/<sub>100</sub>.

Description of the Sixth tract:

Premises situate in Madison County Ohio, and part of Virginia Military Survey N<sup>o</sup>. 10700 &c and

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N<sup>o</sup> 7917 described as follows: Beginning at a bur oak and hickory one of the corners of Survey N<sup>o</sup> 7917 and also one of the corners N<sup>o</sup> 10700 &c: thence with a line of said survey N<sup>o</sup> 7917 S. 9 <sup>1</sup>/<sub>4</sub> - E. 26 poles to a stone: thence N. 36° - 20' - E. 29 poles to a stone at the root of a black oak corner to Survey N<sup>o</sup> 7482: thence with a line of said survey N. 58 <sup>1</sup>/<sub>2</sub> - W. 108 <sup>1</sup>/<sub>2</sub> poles to a white oak: thence with another line of said survey N. 29° - W. 45 <sup>5</sup>/<sub>100</sub> poles to a stone corner to Survey N<sup>o</sup> 10860 and 11027: thence with the line of said survey S. 40° - W. 2 <sup>7</sup>/<sub>100</sub> poles to a stone: thence S. 29° - E. 45 <sup>5</sup>/<sub>100</sub> poles to a stone: thence S. 58 <sup>1</sup>/<sub>2</sub> - E. 83 <sup>7</sup>/<sub>100</sub> poles to a stone: thence S. 9° - E. 8 <sup>5</sup>/<sub>100</sub> poles to the beginning, containing 4 <sup>20</sup>/<sub>100</sub> acres more or less.

Appraised at \$39 <sup>00</sup>/<sub>100</sub> per acre and amounting to \$183 <sup>30</sup>/<sub>100</sub>.

Said estate to be sold in lots as reported by the Commissioners.

Appraised at \$20451 <sup>70</sup>/<sub>100</sub> free from dower estate of - - -; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this Writ.

Witness my hand and the seal of said Court, at Maryville, this 15<sup>th</sup> day of April, 1891.

Seal } R. M. Gray, Clerk.

Terms of Sale: One third cash, balance in two annual payments secured by mortgage with six per cent. interest.

Sheriff's Return.

And on the 25<sup>th</sup> day of May, 1891, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

As commanded by this writ, I have caused the lands and tenements, herin described, to be duly advertised for thirty days next preceding the day of sale, in the "Maryville Tribune" a newspaper printed and in general circulation in Union County Ohio: and on the 23 day of May, 1891, 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

thereupon came Nathan Howard who bid for the first tract of 109, the sum of \$5319 <sup>20</sup>/<sub>100</sub>; and Nathan Howard who bid for the second tract \$2832 <sup>00</sup>/<sub>100</sub>; and Nathan Howard who bid for the third tract \$2640 <sup>00</sup>/<sub>100</sub>; and W. H. Guy, who bid for the fourth tract \$2050 <sup>00</sup>/<sub>100</sub>; and A. J. Rigdon, who bid for the fifth tract \$2558 <sup>63</sup>/<sub>100</sub>; and William F. Howard, who bid for the sixth tract \$1918.12 <sup>1</sup>/<sub>2</sub>; and W. H. Guy, who bid for the seventh tract \$200 <sup>00</sup>/<sub>100</sub>; and Nellie A. Phillis, who bid for the eighth tract \$2456 <sup>00</sup>/<sub>100</sub>; and Nellie A. Phillis, who bid for the ninth tract \$155 <sup>10</sup>/<sub>100</sub>: total amount of sale \$20129 <sup>45</sup>/<sub>100</sub>, and said sums being more than two thirds of the appraised value;

Service	\$	30
Mileage	2	40
Copy to P <sup>r</sup> .i.	4	00
Poundage	60	32
Return	1	00
Wreeds (9)	18	00
Total	86	02
Printer's Fee	87	75

and they being the highest and best bidders I declared them the purchasers.

Thomas Martin, Sheriff Union County.

Proof of Publication

Afterward, on the 25<sup>th</sup> day of May, 1891. Proof of Publication was filed with the Clerk of Court, to wit:

Charles Phillis

Sheriff's Sale

5980

vs

On Order of Sale in Partition.

Jacob O. Kimball et al

Court of Common Pleas, Union County.

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 23<sup>rd</sup>, 1891, at or about the hour of one o'clock P. M. on said day, the following described real estate, to wit:  $\frac{1}{2}$  Situated in the Counties of Union and Madison and State of Ohio, and bounded and described as follows:

Description of Division "A" of the first tract.

Premises situated in the County of Union, State of Ohio, and part of Virginia Military Survey N<sup>o</sup> 7474 and N<sup>o</sup> 4807 and described as follows:

Beginning at a stone in the center of the post road and south-east corner to the James Fullington lands; thence with a line of said land N. 14<sup>o</sup> - E. 153  $\frac{1}{4}$ <sup>o</sup> poles to a stone; thence with another line of said land S. 80<sup>o</sup> - E. 40 poles to a stone; thence with another line of said land N. 10<sup>o</sup> - 15' - E. 99  $\frac{1}{2}$ <sup>o</sup> poles to a stake and four black ashes; thence with another line of said land S. 64<sup>o</sup> - E. 37  $\frac{1}{2}$ <sup>o</sup> poles to a stake, black walnut and white ash a corner to the said James Fullington's and also a corner to William Goff's land; thence with the west line of said land S. 10<sup>o</sup> - N. 208  $\frac{1}{2}$ <sup>o</sup> poles to a stone; thence continuing with said line S. 12<sup>o</sup> - 15' - N. 62 poles to a stone in the center of the post road; thence with the center of the said road north 61<sup>o</sup> - 30' - N. 91  $\frac{1}{2}$ <sup>o</sup> poles to the beginning, containing 109 acres, more or less.

Appraised at \$48<sup>00</sup> per acre of amounting to \$5232<sup>00</sup>.

Description of Division "B." of First tract:

Premises situated in Union County, Ohio, and part of Virginia Military N<sup>o</sup> 7474 and N<sup>o</sup> 7926 and described as follows:

Beginning at a stone, north-east corner of John F. Bennetts land and in the center of the post road; thence with the center of said road S. 82<sup>o</sup> - E. 84  $\frac{1}{2}$ <sup>o</sup> poles to a stone south-east corner to James Fullington's land; thence S. 14<sup>o</sup> - N. 108 poles to a stone in the north line of the 100 acres in Union County, Ohio, conveyed by Charles Phillis to Charles P. Guy and others April 3<sup>rd</sup>, 1890; thence with the north line of said 100 acres N. 88<sup>o</sup> - N. 82  $\frac{1}{2}$ <sup>o</sup> poles to a stone north-west corner of said 100 acres and in the east line of said John F. Bennetts

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land: thence with said line N. 11° 45' - E. 117 and  $\frac{6}{100}$  poles to the beginning, containing 59 acres more or less.

Appraised at \$50<sup>00</sup> per acre and amounting to \$2950<sup>00</sup>.

Description of Division "C" of the First tract.

Premises situated in County of Union, Ohio, and part of Virginia Military Survey N<sup>o</sup>. 7474 and described as follows:

Beginning at a stone in the west line of William Goff's land and in the center of the post road: thence with the center of said road N. 61° 30' - W. 91  $\frac{85}{100}$  poles to a stone south east corner to the James Fullington's land: thence S. 14° - W. 108 poles to a stone in the north line of the 100 acres in Union County Ohio, conveyed by Charles Phillis to Charles P. Guy and others April 3<sup>rd</sup>, 1890: thence with north line of said 100 acres S. 88° - E. 92 poles to a stone north-east corner of said 100 acres and in the west line of said William Goff's land: thence with said line N. 12° 15' - E. 66  $\frac{25}{100}$  poles to the beginning, containing 48 acres more or less.

Appraised at \$52<sup>00</sup> per acre and amounting to \$2496<sup>00</sup>.

Description of Division "D" of the First tract:

Premises situated in Madison County, Ohio, and part of Virginia Military Survey N<sup>o</sup>. 12131, - 12132, - 12133; and described as follows:

Beginning at a stone in the line of Survey N<sup>o</sup>. 7474 and one pole north 35° W. from a forked but oak the west corner to Survey N<sup>o</sup>. 8716: thence from said stone and with the line of said Survey N<sup>o</sup>. 7474 N. 35° W. 71 poles to a stone corner to said survey: thence with another line of said survey S. 66° - W. 99 poles to a stone in the line of said Survey N<sup>o</sup>. 7474 and also in the east line of Alma Kennedy's land: thence S. 11° 45' - W. 69  $\frac{50}{100}$  poles to a stone corner to lands formerly owned by John Weaver: thence N. 71° - E. 153  $\frac{75}{100}$  poles to the beginning, containing 50 acres more or less.

Appraised at \$45<sup>00</sup> per acre and amounting to \$2250<sup>00</sup>.

Description of Second tract.

Premises situated in Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup>. 7967 and 8151 and described as follows:

Beginning at a stone in the center of the post road north-west corner of A. A. Hill's land and south-west corner to James Fullington's land: thence with a line of said land N. 24  $\frac{3}{4}$ ° - W. 93 poles to a stake: thence with another line of said land S. 89° - W. 20 poles to a stake corner of the land of James Fullington and Asa Bates and in the southerly line of Survey N<sup>o</sup>. 7789: thence with said line S. 44  $\frac{1}{2}$ ° - W. 65  $\frac{2}{100}$  poles to a small maple corner to Asa Bates' land:

thence with a line of said land S 25° 1/2' - E 69° 5/100 poles to a stone corner to said Asa Bates land and in the center of the said post road: thence with the center of the said post road N. 72° E. 79° 5/100 poles to the beginning, containing 43° 7/100 acres. But excepting therefrom 10 acres conveyed by A. A. Hill to Patrick Perry, November 20, 1869 leaving 33° 7/100 acres more or less.

Appraised at \$66<sup>00</sup> per acre <sup>94</sup> amounting to \$2187.<sup>60</sup>

#### Description of Third tract:

Premises situated in Madison County Ohio, and part of Virginia Military Survey N<sup>o</sup>. 8135 and N<sup>o</sup>. 8425 and 9502 and described as follows:

Beginning at a stone in the north-east line of the Sprunger Survey N<sup>o</sup>. 7976 (now called the Gadder land): thence with the north-east line of said survey S. 32° - 31' - E. 49° 5/100 poles to a stone north-west corner to Thomas Erwin's land: thence with the north-west line of said land N. 52° - 45' - E. 163° 5/100 poles to a stone in the line of Asa Bates land and north-east corner to the Thomas Erwin land: thence with the south-west line of said Asa Bates land N. 33° - W. 42° 5/100 poles to a stone south-east corner of Mary Erwin's land: thence with the south-east line of said land S 55° - W. 25' - 162° 1/100 poles to the beginning, containing 46° 5/100 acres more or less.

There is to be an easement or right of way on this land for the Thomas Erwin land and this land is to have a right of way as follows:

Beginning at a stone in the County road, corner to lands of B. P. Erwin, J. C. Vanness and Gadder land: thence S. 32° - 31' - east along the line of the Gadder land across the lands of B. P. Erwin, Mary Erwin and others to the south-west corner of said Thomas Erwin's land. Said easement or right of way is to be thirty feet wide.

Appraised at \$45<sup>00</sup> per acre <sup>94</sup> amounting to \$2,092.<sup>50</sup>

#### Description of the Fourth tract:

Premises situated in Madison County Ohio, and part of Virginia Military Survey N<sup>o</sup>. 10700, 12134, 12135, 12136, 12137, 12138 and described as follows:

Beginning at a stake in the line of said Survey and line of the Charles Phillis lands and south-west corner of the school house lot in Liverpool: thence with said line S. 34° - N. 26 poles to a stake in the center of the Liverpool and Mechanicsburg road: thence with the center of said road N. 51° - E. 29° 7/100 poles to a stake: thence N. 72° - W 8° 5/100 poles to the beginning, containing 65° 1/100 of an acre more or less.

Appraisalment of lot including house and improvements at \$300<sup>00</sup>

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ξ Description of Fifth and Seventh Tracts:

Premises situated in Madison County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 7917 described as follows:

Beginning at a bur oak in the margin of the Liverpool and Mechanicsburg turnpike road: thence S. 76<sup>1</sup>/<sub>4</sub>° - N. 61<sup>1</sup>/<sub>4</sub>° poles to a stone in the edge of said road: thence N. 12° - N. 18<sup>3</sup>/<sub>4</sub>° poles to a stone: thence S. 76<sup>1</sup>/<sub>4</sub>° - N. 17<sup>3</sup>/<sub>4</sub>° poles to a stone: thence S. 12° - E. 18<sup>2</sup>/<sub>4</sub>° poles to a stone in the edge of said road: thence S. 76<sup>1</sup>/<sub>4</sub>° - N. 75<sup>3</sup>/<sub>4</sub>° poles to a stone in the center of said road and in the line of said survey: thence with said line N. 8° - N. 10<sup>1</sup>/<sub>4</sub>° poles to a stone: thence N. 37<sup>1</sup>/<sub>2</sub>° - E. 51<sup>5</sup>/<sub>4</sub>° poles to two bur oak from one root: thence N. 37<sup>1</sup>/<sub>4</sub>° - E. 113<sup>1</sup>/<sub>4</sub>° poles to a stone: thence N. 36<sup>3</sup>/<sub>4</sub>° - E. 1<sup>1</sup>/<sub>2</sub>° poles to a stone, three black oaks from one root and a pin oak north-easterly corner to said Survey N<sup>o</sup> 7917: thence with one of the lines of said survey S. 36° - E. 66 poles to a stone: thence with another line of said survey S. 13° - E. 51<sup>3</sup>/<sub>4</sub>° poles to a stone: thence S. 75° - N. 1<sup>1</sup>/<sub>4</sub>° poles to the beginning containing 61<sup>1</sup>/<sub>4</sub> acres more or less.

Appraised at \$45<sup>00</sup> per acre and amounting to \$2763<sup>00</sup>.

Description of the Sixth tract:

Premises situated in Madison County Ohio and part of Virginia Military Survey N<sup>o</sup> 10700 and N<sup>o</sup> 7917, described as follows:

Beginning at a bur oak and hickory one of the corners of Survey N<sup>o</sup> 7917 and also one of the corners N<sup>o</sup> 10700 thence with a line of said Survey N<sup>o</sup> 7917 S. 9<sup>1</sup>/<sub>4</sub>° - E. 26 poles to a stone: thence N. 36° - 20' - E. 29 poles to a stone at the root of a black oak, corner to Survey N<sup>o</sup> 7482: thence with a line of said survey N. 58<sup>1</sup>/<sub>2</sub>° - N. 108<sup>1</sup>/<sub>2</sub>° poles to a white oak: thence with another line of said survey N. 29° - N. 45<sup>3</sup>/<sub>4</sub>° poles to a stone corner to Survey N<sup>o</sup> 10860 and 11027: thence with the line of said survey S. 40° - N. 2<sup>7</sup>/<sub>4</sub>° poles to a stone: thence S. 29° - E. 45<sup>5</sup>/<sub>4</sub>° poles to a stone: thence S. 58<sup>1</sup>/<sub>2</sub>° - E. 73<sup>1</sup>/<sub>4</sub>° poles to a stone: thence S. 9° - E. 8<sup>5</sup>/<sub>4</sub>° poles to the beginning containing 4<sup>7</sup>/<sub>4</sub> acres more or less.

Appraised at \$39<sup>00</sup> per acre and amounting to \$183<sup>30</sup>.

Said estate to be sold in lots as reported by the Commissioners.

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 premises sold.

April 22<sup>o</sup>, 1891. Thomas Martin, Sheriff of Union County, Ohio.  
The State of Ohio, Union County, S. S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper

of general circulation in the County of Union, the first publication beginning with April 22<sup>nd</sup>, 1891.

J. W<sup>m</sup> Guiner.

Sworn to before me, this 25<sup>th</sup> day of May, 1891.

Seal }

R. M<sup>r</sup> Croy, Clerk.

Entry

Afterward, on the 27<sup>th</sup> day of May, 1891, an Entry was made on the Journal by the Clerk of Court.

5980 Charles Phillis

vs

Journal 15<sup>th</sup>, Page 528.

Jacob O. Kimball et al

This day came the parties and their attorneys and thereupon this cause came on to be heard on motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sales under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sales are approved and confirmed, and the said Sheriff is ordered by deed duly executed, to convey to the said purchasers the said premises, in fee simple, clear of all incumbrances as follows: to wit: the 109 acre lot: the 57 acre lot and the 48 acre lot to Nathan Howard, the purchaser thereof in one deed: the lot of 33<sup>rd</sup> acres to A. J. Rigdon, the purchaser thereof: the lot of 50 acres and the house and lot to W<sup>m</sup> H. Guy, the purchaser thereof by one deed: the 61<sup>st</sup> acre lot and the 4<sup>th</sup> acre lot by one deed to Nellie A. Phillis the purchaser thereof; and the 46<sup>th</sup> acre lot to W<sup>m</sup> F. Howard, the purchaser thereof, and each being for the premises sold to them respectively, as shown by the return of said Sheriff.

And the Court does further find that Elias Phillis, mentioned in plaintiff's petition as a brother of said Charles Phillis, deceased, has long since died leaving neither widow nor child, nor direct heirs, and the proceeds of the said sale of said lands all descended to the brothers and sisters of said Charles Phillis, deceased, and their heirs at law as mentioned in the petition.

And it is ordered adjudged and decreed by the Court that the title to said lands be quieted as to said several purchasers, against the said Elias Phillis, and against any and all persons who may claim under or through him.

And the Court does further find that the several parties hereto have and are entitled to an interest in said real estate, so as aforesaid sold, as the heirs at law and legal representatives of said Charles Phillis, deceased, and in the following proportions, to wit: The said Thomas Phillis the one undivided one-fourth part thereof: the said Sarah M. Guy, Sophia Campbell, Harriett Washburn, Jacob O.

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Kimball and Rebecca Wall, each the one undivided one-twelfth part thereof: the said Charles Phillis, Jacob W. Phillis, W<sup>m</sup> Phillis, John L. Phillis, Robert W. Phillis, Charles Salsbury and Byron A. Suider each the one undivided one-thirty second part thereof: the said Thomas J. Kimball, J. P. Kimball and Ab. L. Kimball, each the one undivided one-thirty-sixth part thereof: the said Ida Bell, Charles P. Roberts and Viola Roberts, each the undivided ninety-sixth part thereof, subject to the dower estate of said W<sup>m</sup> Roberts therein.

And the Court does find that the present value in money of the said dower estate of said W<sup>m</sup> Roberts in the three-ninety-sixth part thereof belonging to said Ida Bell Charles P. Roberts and Viola Roberts to be \$127.<sup>57</sup>

And the Court now coming to the distribution of the proceeds of said sales amounting to the sum of \$20127.<sup>05</sup> does order that the said Sheriff out of the first payment therefor, amounting to the sum of \$6709.<sup>65</sup> now in his hands pay: First:-- To the Treasurer of Union County \$52.<sup>53</sup> being the taxes and penalties due on the part of said premises in said County, and to the Treasurer of Madison County \$31.<sup>00</sup> being the taxes and penalties due on said premises in said County.

Second:-- To the Clerk of this Court the costs of this action including a counsel fee of \$325.<sup>00</sup> to Robinson<sup>44</sup> Woodburn for services herein taxed at \$325.<sup>00</sup> and a fee of \$10.<sup>00</sup> to John F. Locke for services as guardian ad litem for said infant defendants herein taxed at \$10.<sup>00</sup>, in all amounting to the sum of \$716.<sup>93</sup>

Third:-- To said William Roberts said sum of \$127.<sup>57</sup> the value of his said dower estate.

Fourth:-- To said Thomas Phillis the sum of \$1477.<sup>20</sup> being one-fourth of the residue.

Fifth:-- To each of the said Sarah M. Guy, Sophia Campbell, Harriett Washburn, Jacob P. Kimball and Rebecca Wall the sum of \$492.<sup>40</sup> being to each the one-twelfth of said residue.

Sixth:-- To each of the said Charles Phillis, Jacob W. Phillis, William Phillis, John L. Phillis, Robert W. Phillis, Charles Salsbury and Byron A. Suider the sum of \$1246.<sup>55</sup> being the one-thirty-second of said residue.

Seventh:-- To each of said Thomas J. Kimball, J. P. Kimball and Ab. L. Kimball the sum of \$164.<sup>13</sup> being the one-thirty-sixth part of said residue.

To each of said Ida Bell, Charles P. Roberts and Viola Roberts the sum of \$19.<sup>03</sup> being one-ninety-sixth part of said residue less the said dower estate of said William J. Roberts.

That of the deferred payments due on said premises sold to Nathan Howard, the Sheriff deliver to said Thomas

Phillis the two several promissory notes of said Nathan Howard each for the sum of \$49.<sup>27</sup> due in one and two years from the date of said sale with 6 per cent. interest from date, and also to each of the said Sarah M. Guy, Sophia Campbell, Harriett Washburn, Jacob O. Kimball and Rebecca Wall the two promissory notes of said Nathan Howard, each for the sum of \$299.<sup>75</sup> due in one and two years from date of sale with six per cent interest from date, and also to each of said Charles Phillis, Jacob W. Phillis, William Phillis, John L. Phillis, Robert W. Phillis, Charles Salisbury and Byron B. Snider the two promissory notes of the said Nathan Howard each for the sum of \$112.<sup>75</sup> due in one and two years from the day of sale with 6 per cent. interest from said date.

And also to each of the said Thomas J. Kimball, J. O. Kimball and Ab. L. Kimball the two promissory notes of said Nathan Howard each for the sum of \$99.<sup>72</sup> due in one and two years from the date of said sale, with six per cent. interest from date. And also to each of the said Ida Bell, Charles P. Roberts and Viola Roberts the two promissory notes of the said Nathan Howard, each for \$37.<sup>47</sup> due in one and two years from the day of said sale with six per cent interest from said date. And that to secure the payment of each and all of said notes the said Sheriff take a mortgage from said Nathan Howard upon the premises, so by him sold and conveyed to said Howard.

That of the deferred payments due on said premises sold to William H. Guy the Sheriff deliver to said Thomas Phillis the two promissory notes of said William H. Guy each for the sum of \$187.<sup>50</sup> due in one and two years from the date of said sale with six per cent. interest from date. And also to each of the said Sarah M. Guy, Sophia Campbell, Harriett Washburn, Jacob O. Kimball and Rebecca Wall the two promissory notes of said William H. Guy each for the sum of \$62.<sup>50</sup> due in one and two years from date of sale with six per cent interest from date.

And also to each of said Charles Phillis, Robert W. Phillis, Jacob W. Phillis, William Phillis, John L. Phillis, Charles Salisbury and Byron B. Snider, the two promissory notes of the said William H. Guy each for the sum of \$23.<sup>44</sup> due in one and two years from the day of sale with 6 per cent. interest from said date.

And also to each of the said Thomas J. Kimball, J. O. Kimball and Ab. L. Kimball the two promissory notes of said William H. Guy each for the sum of \$20.<sup>53</sup> due in one and two years from the date of said sale with 6 per cent. interest from date.

And also to each of the said Ida Bell, Charles P. Roberts and Viola Roberts the two promissory notes of the

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said William H. Guy each for the sum of \$7<sup>51</sup> due in one and two years from the day of said sale with six per cent. interest from said date. And that to secure the payment of each and all of said notes the said Sheriff take a mortgage from said William H. Guy upon the premises so by him sold and conveyed to said William H. Guy.

That of the deferred payments due on said premises sold to Nellie A. Phillis, the Sheriff deliver to Thomas Phillis the two promissory notes of Nellie A. Phillis, each for the sum of \$217<sup>59</sup> due in one and two years from the date of said sale with 6 per cent. interest from date. And also to each of the said Sarah M. Guy, Sophia Campbell, and Harriett Washburn, Jacob P. Kimball and Rebecca Wall, the two promissory notes of said Nellie A. Phillis each for the sum of \$72<sup>53</sup> due in one and two years from date of sale, with six per cent. interest from date. And also to each of said Charles Phillis, Jacob W. Phillis, William Phillis, John L. Phillis, Robert W. Phillis, Charles Salisbury and Cyrus A. Surder the two promissory notes of the said Nellie A. Phillis each for the sum of \$27<sup>26</sup> due in one and two years from the day of sale with six per cent. interest from said date.

And also to each of the said Thomas J. Kimball, J. P. Kimball and Ab. L. Kimball the two promissory notes of said Nellie A. Phillis each for the sum of \$24<sup>17</sup> due in one and two years from the date of said sale with six per cent. interest from date.

And also to each of the said Ida Bell, Charles P. Roberts and Viola Roberts the two promissory notes of the said Nellie A. Phillis each for the sum of \$2<sup>07</sup> due in one and two years from the day of said sale with 6 per cent. interest from said date, and that to secure the payment of each and all of said notes the said Sheriff take a mortgage from said Nellie A. Phillis upon the premises so by him sold and conveyed to the said Nellie A. Phillis.

That if the deferred payments due on said premises sold to A. J. Rigdon the Sheriff deliver to Thomas Phillis the two promissory notes of A. J. Rigdon each for the sum of \$213<sup>22</sup> due in one and two years from the date of said sale with 6 per cent. interest from date of sale.

And also to each of the said Sarah M. Guy, Sophia Campbell, Harriett Washburn, Jacob P. Kimball and Rebecca Wall the two promissory notes of said A. J. Rigdon each for the sum of \$71<sup>07</sup> due in one and two years from date of sale with six per cent. interest from date.

And also to each of said Charles Phillis, Jacob W. Phillis, William Phillis, John L. Phillis, Robert W. Phillis, Charles Salisbury and Cyrus A. Surder the two promissory notes of the said A. J. Rigdon each for the sum of \$26<sup>63</sup> due in one and two years from the day of sale with six

per cent. interest from said date.

And also to each of the said Thomas J. Kimball, J. P. Kimball and Ab. W. Kimball the two promissory notes of said A. J. Rigdon each for the sum of \$23<sup>67</sup> due in one and two years from the date of said sale with six per cent. interest from date.

And also to each of the said Ida Bell, Charles P. Roberts and Viola Roberts the two promissory notes of the said A. J. Rigdon each for the sum of \$1<sup>28</sup> due in one and two years from the day of said sale with six per cent. interest from said date.

And to secure the payment of each and all of said -- the said Sheriff take a mortgage from said A. J. Rigdon upon the premises by him sold and conveyed to the said A. J. Rigdon.

That if the deferred payments due on said premises sold to William F. Howard the Sheriff deliver to said Thomas Phillis the two promissory notes of said William F. Howard each for the sum of \$159<sup>24</sup> due in one and two years from the date of sale with 6 per cent interest from date.

And also to each of the said Sarah M. Gray, Sophia Kimball, Harriett Washburn, Jacob P. Kimball, and Rebecca Wall, the two promissory notes of said William F. Howard each for the sum of \$13<sup>28</sup> due in one and two years from date of sale with six per cent. interest from date.

And also to each of said Charles Phillis, Jacob W. Phillis, William Phillis, John L. Phillis, Robert W. Phillis, Charles Salisbury and Cyron A. Snider the two promissory notes of the said William F. Howard each for the sum of \$17<sup>28</sup> due in one and two years from the date of sale with 6 per cent. from said date.

And also to each of the said Thomas J. Kimball, J. P. Kimball and Ab. W. Kimball the two promissory notes of said William F. Howard each for the sum of \$17.7<sup>6</sup> due in one and two years from the date of sale with six per cent. interest from date.

And also to each of the said Ida Bell, Charles P. Roberts and Viola Roberts the two promissory notes of the said William F. Howard each for the sum of \$6<sup>66</sup> due in one and two years from the day of said sale with six per cent. interest from said date.

And that to secure the payment of each and all of said notes the said Sheriff take a mortgage from said William F. Howard upon the premises so sold by him and conveyed to said William F. Howard.

It is ordered that the said Sheriff take said mortgage securing said notes to the parties herein, as trustee for the use and benefit of each and all the parties herein, and that he have the same recorded in the proper counties.

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Afterward, on the 15<sup>th</sup>, June, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

Charles Phillis  
Or  
Journal 15, Page 379  
Jacob P. Kimball et al

It appearing to the satisfaction of the Court that John F. Locke is one of the attorneys for the defendants Jacob P. Kimball, Ab. L. Kimball, J. P. Kimball, Thomas J. Kimball and Robert W. Phillis in this action, it is ordered that the Sheriff pay to said John F. Locke the distributive share of each of said defendants Jacob P. Kimball, Ab. L. Kimball, J. P. Kimball, Thomas J. Kimball and Robert W. Phillis in the first payment for the real estate sold herein, and that he also deliver to said John F. Locke the promissory notes for each of the deferred payments belonging to each of said defendants.

Approved June 16<sup>th</sup>, 1891.

Attest  
R. M. Gray Clerk

John A. Price, Judge.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of May, to wit, on the 25<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 30<sup>th</sup> day of March, 1891, William Crowder filed in the Clerk's office of the said Court of Common Pleas the following Petition against James Galloway et al.

Petition

William Crowder  
Or

6166 James Galloway, and the unknown heirs of James Galloway, Jas. Galloway Jr. and unknown heirs of Jas. Galloway Jr., Martha Galloway, Mary Vance and unknown heirs of Mary Vance, Mazy Vance and unknown heirs of Mazy Vance, Robert Vance and unknown heirs of Robert Vance, Isaac Vance and unknown heirs of Isaac Vance, Samuel D. Vance, the unknown heirs Samuel D. Vance, Mary C. Vance and unknown heirs of Mary C. Vance, Robert J. Vance and unknown heirs of Robert J. Vance, Martha C. Vance and unknown heirs of Martha C. Vance.

Court of  
Common Pleas  
Union County Ohio

For a cause of action against the said defendants the plaintiff says that he is seized in fee simple and is in the actual possession of the following described real estate in which the said defendants claim an estate and

interest adverse to the plaintiff, to wit:

- 1<sup>st</sup> Tract: Situate in Liberty Township, Union County, Ohio, and part of B. Simmons Survey N<sup>o</sup> 5267 described as follows:  
Beginning at a stone, hickory and beech northerly corner to J. Hopwoods Survey N<sup>o</sup> 3490 and west corner to said Simmons Survey: thence with Hopwoods line S 38° E. 100 poles to a stone, three lymus and a beech easterly corner to his survey: thence with Simmons line N 52° E. 80 poles to a stake: thence N. 35° W. 100 poles to a stake in Simmons line: thence with said line S. 52° W. 80 poles to the beginning, containing 50 acres more or less.
- 2<sup>nd</sup> Tract: - - Also another tract of land situate in the same Township, County and State and part of J. Hopwoods Survey N<sup>o</sup> 3490 and west corner to B. Simmons Survey N<sup>o</sup> 5267: thence with Simmons line south easterly 92 <sup>20</sup>/<sub>100</sub> poles to a stone (3 lymus and a beech) easterly corner to said Hopwoods Survey: thence with Hopwoods line south westerly 43 <sup>20</sup>/<sub>100</sub> poles to a stone: thence north westerly 93 <sup>60</sup>/<sub>100</sub> poles to a stone in the center of a road: thence with the center of the same 43 <sup>20</sup>/<sub>100</sub> poles to the place of beginning, containing 25 <sup>1</sup>/<sub>2</sub> acres more or less.
- 3<sup>rd</sup> Tract: - - Also another tract of land situate in Allen Township Union County, Ohio, to wit:  
Beginning at a stone in the northwesterly line of Survey N<sup>o</sup> 12308 westerly corner to lot N<sup>o</sup> 7 of the subdivision of said survey: thence with a line of said lot S. 35° 15' E. 69 <sup>75</sup>/<sub>100</sub> poles to a corner to Rebecca Thompsons land: thence with a line of said land S 52° 15' N. 137 <sup>75</sup>/<sub>100</sub> poles to a stake corner to said land in a line of lot N<sup>o</sup> 9 in the north westerly line of said Survey N<sup>o</sup> 12308: thence with said line N. 52° 15' E. 137 <sup>75</sup>/<sub>100</sub> poles to the beginning, containing 60 acres more or less, being the north west <sup>1</sup>/<sub>2</sub> of lot N<sup>o</sup> 8 in said survey as subdivided and platted by Levi Phelps.
- 4<sup>th</sup> Tract: - - Also another tract of land situated in Allen Township Union County, Ohio, and part of Survey N<sup>o</sup> 12308 described as follows, to wit: Beginning at a stone two beeches and an ironwood northerly corner to Survey N<sup>o</sup> 12308: thence with the original line S 52° 15' N. 70 poles to a stone corner to George Reavis land: thence with a line of said land S. 35° 15' E. 139 poles to a stone the easterly corner of said land and in the line of lot N<sup>o</sup> 5 of the subdivision of said survey: thence with said line N. 52° 15' E. 70 poles to a stone (ash, lymus, beech and hickory) corner to said lot N<sup>o</sup> 6 in the original survey line: thence with said line N. 35° 15' W. 139 poles to the beginning, containing 60 acres more or less, being the north east <sup>1</sup>/<sub>2</sub> of lot N<sup>o</sup> 7 in said survey N<sup>o</sup> 12308 as subdivided and platted by Levi Phelps.

The plaintiff further avers that he derives his title to said lands by purchase for a valuable consideration from the following persons who were then the owners of the

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same as follows, to wit:

The first tract containing 50 acres from James Galloway and wife by warranty deed dated August 19<sup>th</sup> 1850.

The second tract containing 25 $\frac{1}{2}$  acres from Rufus Smith and wife by warranty deed dated April 26<sup>th</sup> 1871.

The third tract containing 60 acres from John C. Crowder (unmarried) April 6<sup>th</sup> 1850; The fourth tract containing 60 acres from Madison Crowder and wife by warranty deed dated October 2<sup>nd</sup> 1855.

Plaintiff further avers that they and those through whom he derives his title have had and held open continuous exclusive and adverse and peaceable possession of said land for more than 21 years last past.

Plaintiff avers that the deed from James Galloway Jr. to Joshua Evans for Survey N<sup>o</sup> 3470 is not of record in Union County, Ohio, for that reason a cloud is cast upon the title of plaintiff. Plaintiff asks that if the said James Galloway and James Galloway Jr. or their unknown heirs claim any interest in said lands that they be compelled to set it up.

A deed of partition being recited in a deed from Isaac B. Vance to Samuel D. Vance as having been made of Survey N<sup>o</sup> 12308 between the said Isaac B. Vance and Samuel D. Vance, but said partition deed is not of record in Union County Ohio. Wherefore if the said Mary Vance, Mary Vance, Robert Vance, Isaac B. Vance, Samuel D. Vance, Robert J. Vance, Mary E. Vance and Martha B. Vance and their unknown heirs or any of them claim any interest in said lands that they be required to answer and set up such claim, and in default thereof plaintiff prays that he may be adjudged the owner in fee simple of said premises freed from all claims of an estate or interest therein of said defendants by reason of the premises, for costs and for all relief to which upon the facts of the case he may be entitled in law or equity.

Code of Rules.

Attorneys for Plaintiff.

State of Ohio,  
Union County ss.

William Crowder, being first duly sworn says that he is the plaintiff in the above action, and that the facts stated in the foregoing petition are true as he verily believes.

William Crowder.

Sworn to and subscribed before me and in my presence this 30<sup>th</sup> day of March, 1891.

R. M. Brody,  
Clerk of Courts.

Seal

Affidavit

Afterward, on the 30<sup>th</sup> day of March, 1891, an Affidavit was filed with the Clerk of Court, to wit:

6166 William Crowder

vs

Court of Common Pleas Union County, Ohio

James Galloway et al

Affidavit for Publication.

William Crowder the above named plaintiff makes solemn oath that service of summons cannot be made upon the said defendants James Galloway, and the unknown heirs of James Galloway, James Galloway Jr. and the unknown heirs of James Galloway Jr., Martha Galloway, Mary Vance and the unknown heirs of Mary Vance, Mazy Vance and the unknown heirs of Mazy Vance, Robert Vance and the unknown heirs of Robert Vance, Isaac Vance and the unknown heirs of Isaac Vance, Samuel D Vance and the unknown heirs of Samuel D. Vance, Mary E. Vance and the unknown heirs of Mary E. Vance, Robert J. Vance and the unknown heirs of Robert J. Vance, Martha E. Vance and the unknown heirs of Martha E. Vance, within this the State of Ohio. That their residence is unknown to plaintiff and cannot by reasonable diligence be ascertained and further the affiant saith not.

William Crowder.

Sworn to and subscribed before me by the said William Crowder this 30<sup>th</sup> day of March, 1891.

Seal

R. M<sup>c</sup> Croy, Clerk.

Amended Petition

Afterward, on the 3<sup>rd</sup> day of April, 1891, an Amended Petition was filed with the Clerk of Court, to wit:

William Crowder

vs

Court of

Common Pleas

Union County, Ohio

Amended Petition

6166

James Galloway, <sup>and</sup> unknown heirs Jas. Galloway  
Jas. Galloway Jr. <sup>and</sup> unknown heirs Jas. Galloway Jr.  
Martha Galloway (wife of Jas. Galloway) Mary  
Vance, <sup>and</sup> unknown heirs of Mary Vance, Mazy Vance  
<sup>and</sup> unknown heirs of Mazy Vance, Robert Vance <sup>and</sup>  
unknown heirs of Robert Vance, Isaac Vance, <sup>and</sup>  
unknown heirs of Isaac B. Vance, Samuel D.  
Vance <sup>and</sup> unknown heirs of Samuel D. Vance, Mary  
E. Vance <sup>and</sup> unknown heirs of Mary E. Vance,  
Robert J. Vance <sup>and</sup> unknown heirs of Robert J. Vance,  
Martha E. Vance <sup>and</sup> unknown heirs of Martha  
E. Vance, Silas Shirk <sup>and</sup> unknown heirs of  
Silas Shirk, Mary Wilson <sup>and</sup> unknown heirs of  
Mary Wilson.

For a cause of action against the said defendants the plaintiff says that he is seized in fee-simple and is in the actual possession of the following real estate in which the said defendants claim an estate and interest adverse to the plaintiff, to wit:

1<sup>st</sup> Tract: Situate in Liberty Township, Union County, Ohio, and part of B. Simmons Survey N<sup>o</sup> 5267, described as follows:

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Beginning at a stone hickory and beech northwesterly corner to J. Hopwoods Survey N<sup>o</sup>: 3490 and west corner to said Simmons Survey: thence with Hopwoods line S. 38° E. 100 poles to a stone, three lymus and a beech easterly corner to his survey: thence with Simmons line N. 52° E. 80 poles to a stake: thence N. 38° W. 100 poles to a stake in Simmons line: thence with said line S. 52° W. 80 poles to the beginning containing 50 acres more or less.

2<sup>d</sup> Tract: --- Also another tract of land situate in same Township, County and State and part of J. Hopwoods Survey N<sup>o</sup>: 3490 described as follows:

Beginning at a stone in the center of a road (hickory and beech) northwesterly corner to said J. Hopwoods Survey N<sup>o</sup>: 3490 and west corner to B. Simmons Survey 5267: thence with Simmons line south easterly 92 <sup>2</sup>/<sub>100</sub> poles to a stone (3 lymus and a beech) easterly corner to said Hopwoods Survey: thence with Hopwoods line south westerly 43 <sup>2</sup>/<sub>100</sub> poles to a stone: thence north westerly 93 <sup>4</sup>/<sub>100</sub> poles to a stone in the center of said road: thence with the center of the same 43 <sup>2</sup>/<sub>100</sub> poles to the place of beginning, containing 25 <sup>1</sup>/<sub>2</sub> acres more or less.

3<sup>d</sup> Tract: --- Also another tract of land situate in Union County, Ohio, and in the Township of Allen.

Beginning at a stone in the northwesterly line of Survey N<sup>o</sup>: 12308 westerly corner to lot N<sup>o</sup>: 7 of the subdivision of said Survey: thence with a line of said lot S. 35° 15' E. 69 <sup>7</sup>/<sub>100</sub> poles to a stake corner to Rebecca Thompson's land: thence with a line of said land S. 52° 15' W. 137 <sup>4</sup>/<sub>100</sub> poles to a stake corner to said land in a line of lot N<sup>o</sup>: 9: thence with said line N. 35° 15' W. 69 <sup>7</sup>/<sub>100</sub> poles to a stone northerly corner to said lot N<sup>o</sup>: 9 in the north westerly line of said Survey N<sup>o</sup>: 12308: thence with said line N. 52° 15' E. 137 <sup>4</sup>/<sub>100</sub> poles to the beginning containing 60 acres more or less, being the north-west one-half (<sup>1</sup>/<sub>2</sub>) of lot N<sup>o</sup>: 8 in said Survey N<sup>o</sup>: 12308 as subdivided and platted by Levi Phelps.

4<sup>th</sup> Tract: --- Also another tract situate in Allen Township Union County Ohio, and bounded as follows:

Beginning at a stone, two beeches and ironwood northerly corner to Survey N<sup>o</sup>: 12308: thence running with the original line S. 52° 15' W. 70 poles to a stone corner to George Reavis's land: thence with a line of said land S. 35° 15' E. 139 poles to a stone the easterly corner of said land and in the line of lot N<sup>o</sup>: 5 of the subdivision of said survey: thence with said line N. 52° 15' E. 70 poles to a stone (ash, lymus, beech and hickory) corner to said lot N<sup>o</sup>: 6 in the original survey line: thence with said line N. 35° 15' W. 139 poles to the beginning, containing 60 acres more or less, being the north-east one-half (<sup>1</sup>/<sub>2</sub>) of lot N<sup>o</sup>: 7 in said Survey N<sup>o</sup>: 12308 as subdivided and

planned by Levi Phelps.

Plaintiff further avers that he derives his title to said lands by purchase for a valuable consideration from the following persons, who were then owners of the same and in the quiet peaceable possession thereof as follows, to wit: The first tract containing 50 acres from James Galloway and wife by warranty deed dated August 17<sup>th</sup> 1850, which deed is recorded in Vol. 14, Page 137, Union County deed records.

The second tract containing 25 1/2 acres from Rufus Smith and wife by warranty deed dated April 26<sup>th</sup> 1871 which deed is duly recorded in Vol. 35, Page 182 of Deed Records Union County, Ohio.

The third tract containing 60 acres from John P. Crowder (unmarried) by warranty deed dated April 6<sup>th</sup> 1870 which deed is recorded in Vol. 47, Page 413.

The fourth tract containing 60 acres from Madison Crowder and wife by warranty deed dated October 2<sup>nd</sup> 1855 which deed is recorded in Vol. 20, Page 12 of Deed Records Union County Ohio.

Plaintiff further avers that he and those through whom he derives his title have had and held open, continuous, exclusive, adverse, and peaceable possession of said lands for more than 21 years last past.

Plaintiff avers that James Galloway Jr. and wife executed and delivered to Joshua Evans a deed duly executed and acknowledged for Survey N<sup>o</sup>: 3490; that the deed from James Galloway Jr. to said Joshua Evans for survey N<sup>o</sup>: 3490 aforesaid is not of record in Union County Ohio, and for that reason a cloud is cast upon the title of plaintiff: that James Galloway and James Galloway Jr. are identical in person.

Plaintiff prays that if the said James Galloway and James Galloway Jr.: the unknown heirs of James Galloway and unknown heirs of James Galloway Jr. claim any interest in said lands that they be required to set it up.

A deed of partition being recited in a deed from Isaac B. Vance to Samuel D. Vance as having been made of Survey N<sup>o</sup>: 12308 between the said Isaac B. Vance and Samuel D. Vance, which deed was executed and delivered and was in due form of law; but said partition deed is not of record in Union County Ohio.

Wherefore if the said Mary Vance, the unknown heirs of Mary Vance; Mazy Vance, the unknown heirs of Mazy Vance; Robert Vance, the unknown heirs of Robert Vance; Isaac B. Vance, the unknown heirs of Isaac B. Vance; Samuel D. Vance, the unknown heirs of Samuel D. Vance; Robert J. Vance the unknown heirs of Robert J. Vance; Mary E. Vance and the unknown heirs of Mary E. Vance; Martha

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B. Vance, and the unknown heirs of Martha B. Vance, who are the heirs and next of kin of said parties executing said deed and of the grantors therein named, claiming any interest or estate in said lands that they be required to answer and set up their claim, and plaintiff says further that the defendants and each of them appear on record as having an interest in said land whereas in truth and in fact they have no interest in or title to said land and their claims create a cloud upon plaintiff's title and the same should be removed. And plaintiff further prays that each and all the parties defendant hereto be required to answer and set up what interest in or title upon said premises they may have.

Original Description

Plaintiff says that in a conveyance of 47 acres and 1/5 poles more or less of land described as follows: Situate in Union County Ohio and in Liberty Township.

Beginning at a stone in Shirks line; thence N. 57° - N. 36 poles to a stone; thence S 35° - 15' - N. 2 poles to a stone in the road; thence with said road N. 57° - N. 18 poles to a stone in the road; thence N. 35° - 15' - E. 93 poles to a stone in the N. E. line; thence S 52° - 15' - E. 54 poles to a stone; thence S. 35° - 15' - N. 92 poles to the beginning, containing 31 acres 130 poles more or less.

Also another piece or parcel of land: Beginning at a stone in the road; thence with said road N. 54° - N. 26 poles 5 links to a stone in the road corner to Crowders land; thence N. 36° - 15' - E. 92 rods 5 links to a stone; thence S. 52° - 15' - E. 28 poles to a stone; thence S. 35° - 15' - N. 93 poles to the beginning containing 15 acres 175 poles more or less.

Conveyed by Silas Shirk and Sarah Ann Shirk his wife to Mary Wilson by warranty deed dated February 10<sup>th</sup> 1868 and recorded in Vol 31, Page 302 of Union County deed records in consideration of the sum of \$500<sup>00</sup>.

Corrected Description

There were some errors in the description of said land and should be corrected to read as follows:

Situate in Liberty Township, Union County Ohio described as follows: to wit: Beginning at a stone in Shirks line; thence N. 57° - E. 36 poles to a stone; thence N. 35° - 15' - N. 2 poles to a stone in the road; thence with said road N. 57° - E. 18 poles to a stone in the road; thence S 35° - 15' - E. 93 poles to a stone in the S E line; thence S. 52° - 15' - N. 57 poles to a stone; thence N. 35° - 15' - N. 92 poles to the beginning, containing 31 acres 130 poles more or less.

Also another piece or parcel of land: Beginning at a stone in the road; thence with said road N. 57° E. 26 poles 5 links to a stone in the road corner to Crowders land; thence S 36° - 15' - E. 92 poles 5 links to a stone; thence S. 52° - 15' - N. 28 poles to a stone; thence N. 35° - 15' - N. 93 poles to the beginning, containing 15 acres 175 poles more or less.

Original Description

Plaintiff further avers that in a conveyance made by Mary Wilson to Silas Shirk on the 10<sup>th</sup> day of February, 1866 in consideration of \$500<sup>00</sup> and recorded in Vol. 31, Page 301 of the Union County Deed Records conveying 47 <sup>1</sup>/<sub>2</sub> acres in Survey 3470, the description reads as follows: to-wit: Beginning at a stone in Fords line corner of Ford and Shirks land: thence N. 54 - W. 116 poles in the road corner of Fords land; thence N. 35<sup>o</sup> 15' E. 2 poles to a stone; thence S. 54<sup>o</sup> - E. 36 poles to a stone in Rays line; thence S. 52<sup>o</sup> - 15' - E. 80 poles to corner of Devors line; thence S. 35<sup>o</sup> - 15' - W. 97 poles 5 links, containing 47 acres 120 poles more or less.

Corrected Description

That the above description is erroneous and should be read as follows:  
Beginning at a stone in Fords line corner of Ford and Shirks land; thence N. 54 - E. 116 poles to a stone in the road corner of Fords land; thence S. 35<sup>o</sup> - 15' - E. 2 poles to a stone; thence S. 54 - W. 36 poles to a stone; thence S. 35<sup>o</sup> - 15' - E. 92 poles to a stone in Rays line; thence S. 52<sup>o</sup> - 15' - W. 80 poles to corner of Devors land; thence N. 35<sup>o</sup> - 15' - W. 97 poles 5 links to the beginning, containing 47 acres 120 poles more or less.

Plaintiff further avers that the land described by the above corrected description was taken possession of under said conveyances and has been held in open, peaceable and adverse possession by the said grantees and those claiming title through and under them ever since for a period of more than 21 years.

Wherefore plaintiff prays that the said Mary Wilson the unknown heirs of Mary Wilson; Silas Shirk, the unknown heirs of Silas Shirk be required to answer and set up any claim or lien they may have in or against said lands, and in default thereof that the description of said lands as hereinbefore set forth as corrected be decreed to be the true description of the land intended to be and in fact conveyed by said conveyance respectively, as hereinbefore set forth.

And plaintiff further prays that all the defendants hereto be required to set up by answer, any claim they may have in or to any of the within described lands and in default thereof that the plaintiff be adjudged the owner in fee simple of said premises freed from all claims of an interest or estate therein of said defendants by reason of the premises for costs and for all relief to upon the facts of the case he may be entitled in equity.

Cole & Bales,

Attorneys for Plaintiff.

State of Ohio  
Union County S.S.

William Crowder, being duly sworn says that he is the plaintiff in the above action and that the facts stated in the foregoing petition are true as he verily believes.

William Crowder

Motion

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Proof of Publication

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Sworn to and subscribed before me and in my presence this 6<sup>th</sup> day of April, 1891.

J. N. Gornell J. J.

Afterward, on the 10<sup>th</sup> day of April, 1891, a motion was filed with the Clerk of Court, to wit:

Motion

6166

William Crowder

vs

James Galloway et al

Court of Common Pleas, Union County, Ohio

Now comes William Crowder, plaintiff by his attorneys Cole & Bales, and moves the Court for an order to serve by publication the following unknown defendants in the above entitled action, to wit:

James Galloway, and the unknown heirs of James Galloway, James Galloway Jr. and the unknown heirs of James Galloway Jr., Mary Vance and the unknown heirs of Mary Vance; Mazy Vance and the unknown heirs of Mazy Vance, Robert Vance, the unknown heirs of Robert Vance, Isaac Vance, the unknown heirs of Isaac Vance, Samuel D. Vance, the unknown heirs of Samuel D. Vance, Mary E. Vance, the unknown heirs of Mary E. Vance, Robert J. Vance the unknown heirs of Robert J. Vance, Martha C. Vance the unknown heirs of Martha C. Vance.

Cole & Bales, Attorneys for William Crowder.

Proof of Publication

6166

Afterward, on the 27<sup>th</sup> day of May, 1891, a Proof of Publication was filed with the Clerk of Court, to wit: Legal Notice.

William Crowder

vs

James Galloway et al.

Court of Common Pleas, Union County Ohio.

James Galloway, the unknown heirs of James Galloway, James Galloway Jr., the unknown heirs of James Galloway Jr., Martha Galloway, wife of James Galloway, Mary Vance, the unknown heirs of Mary Vance, Mazy Vance, the unknown heirs of Mazy Vance, Robert Vance, the unknown heirs of Robert Vance, Isaac Vance, the unknown heirs of Isaac Vance, Samuel D. Vance, the unknown heirs of Samuel D. Vance, Mary E. Vance, the unknown heirs of Mary E. Vance, Robert J. Vance, the unknown heirs of Robert J. Vance, Martha C. Vance the unknown heirs of Martha C. Vance, defendants in the above entitled action will take notice that on the 8<sup>th</sup> day of April 1891, William Crowder, the plaintiff, in said Court duly commenced a civil action against them to quiet his title to the following described real estate situated in Liberty and Allen Township, Union County, Ohio, and part of Survey N<sup>o</sup> 3490, 5267, 12308.

Tract: --- Situated in Liberty Township, Union County, Ohio and part of Survey N<sup>o</sup> 5267 described as follows: Beginning at a stone, hickory and beech north-westerly corner to J. H. Hopwood's Survey N<sup>o</sup> 3490, and west corner to Simmon's

Survey: thence with Hopwoods line S. 38° E. 100 poles to a stone, three lynn and a beech, easterly corner to this survey, thence with Simmon's line N. 52° E. 80 poles to a stake: thence N. 38° W. 100 poles to a stake in Simmon's line: thence with said line S 52° W. 80 poles to the beginning, containing 50 acres more or less.

2<sup>d</sup> Tract: - Also another tract of land situated in Liberty Township, Union County, Ohio, and part of J. Hopwoods Survey N<sup>o</sup> 3490 described as follows: to wit:

Beginning at a stone in the center of a road (hickory and beech) northerly corner to said J Hopwoods Survey N<sup>o</sup> 3490 and west corner to B. Simmon's Survey N<sup>o</sup> 5267: thence with Simmon's line south easterly 92<sup>60</sup>/<sub>100</sub> poles to a stone (three lynn and a beech) easterly corner to said Hopwoods Survey: thence with Hopwoods line southerly 43<sup>20</sup>/<sub>100</sub> poles to a stone: thence south westerly 93<sup>60</sup>/<sub>100</sub> poles to a stone in the center of said road: thence with the center of the same to the place of beginning containing 25<sup>1</sup>/<sub>2</sub> acres more or less.

3<sup>d</sup> Tract: - Also another tract of land situated in Allen Township, Union County, Ohio.

Beginning at a stone in the northwesterly line of Survey N<sup>o</sup> 12308, westerly corner to lot N<sup>o</sup> 7, of the sub-division of said Survey: thence with a line of said lot S. 35° 15' E. 69<sup>75</sup>/<sub>100</sub> poles to a stake corner to Rebecca Thompson's land: thence with a line of said land S. 52° 15' N. 137<sup>75</sup>/<sub>100</sub> poles to a stake, corner to said land in a line of lot N<sup>o</sup> 9: thence with said line N. 35° 15' W. 69<sup>75</sup>/<sub>100</sub> poles to a stone northerly corner to said lot N<sup>o</sup> 9 in the north westerly line of said Survey N<sup>o</sup> 12308: thence with said line N. 52° 15' E. 137<sup>75</sup>/<sub>100</sub> poles to the beginning containing 60 acres, more or less.

4<sup>th</sup> Tract: - Also another tract of land situated in Allen Township Union County Ohio, and bounded and described as follows:

Beginning at a stone, two beeches and an ironwood northerly corner to Survey N<sup>o</sup> 12308: thence running with the original line S. 52° 15' N. 70 poles to a stone, corner George Beams' land: thence with a line of said land S. 35° 15' E. 139 poles to a stone, the easterly corner of said land and in the line of lot N<sup>o</sup> 5 of the subdivision of said survey, thence with said line N. 52° E. 15' E. 70 poles to a stone (ash, lynn, beech and hickory) corner to said lot N<sup>o</sup> 6 in the original survey line: thence with said line N. 35° 15' W. 139 poles to the beginning, containing 60 acres more or less.

The plaintiff avers in his petition that he is the owner of the above described lands in fee simple: that he derives his title to the same by purchase and that he and those under whom he claims title, have held open, continuous peaceable and adverse possession for more than 21 years last past.

First: Plaintiff avers that Joshua Evans purchased Survey

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N<sup>o</sup> 3490 from James Galloway Jr. and wife on the day of  
 --- A.D. 18 -- but said deed is not of record in Union County Ohio  
 Second: Plaintiff avers that a deed of partition is recited  
 in a deed from Isaac B. Vance to Samuel B. Vance, as having  
 been made of Survey N<sup>o</sup> 12308 between the said Isaac B. Vance  
 and Samuel B. Vance, which deed of partition is not of record  
 in Union County Ohio.

Plaintiff prays that all the defendants herein named  
 be required to set up by answer, any claim they may have  
 in or to any of the within described lands and in default  
 thereof that the plaintiff be adjudged the owner in fee  
 simple of said premises freed from all claims of an interest  
 or estate therein of said defendants by reason of the  
 premises, for costs and for all relief to which, upon the facts  
 of the case, he may be entitled in equity. The said  
 defendants are required to answer the petition in said  
 action on the 13<sup>th</sup> day of June, 1891, or judgment will be  
 taken against them by default and a decree rendered  
 in favor of the plaintiff as prayed for in his petition.

Marysville Ohio }  
 April 15<sup>th</sup>, 1891. } William Crowder Plaintiff.  
 The State of Ohio }  
 Union County, ss. } By Cole and Bates Attorneys.

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 April 16<sup>th</sup>, 1891.

A. J. Ware.

Sworn to and subscribed before me this 27<sup>th</sup> day of  
 May, 1891. Printers Fee \$38<sup>00</sup>.

Seal } R. M. Gray, Clerk  
 By W. M. Winget, Deputy.

Entry  
 6166 William Crowder  
 vs  
 James Galloway et al

Afterward, on the 18<sup>th</sup> day of June, 1891, an Entry  
 was made on the Journal by the Clerk of Court, to wit  
 Journal 15, Page 556.

Now comes the plaintiff by his attorney  
 and the defendants being in default for answer and  
 demurrer the Court find that the allegations of the peti-  
 tion are confessed by him to be true.

The Court further find that at the time of bring-  
 ing this action the said plaintiff was in possession  
 of the real property described in the petition and that  
 he had the legal estate in and was entitled to the  
 possession of the same. That neither the defendants  
 nor any 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 quieted as against each and every one of said defendants as prayed for in his petition.

It is therefore ordered adjudged and decreed that the title and possession of the said William Crowder to all and singular the premises described in said petition to-wit:

1<sup>st</sup> Tract: - Situate in Liberty Township, Union County, Ohio, and part of B. Simmons Survey N<sup>o</sup>. 5267 described as follows:

Beginning at a stone hickory and beech north-westerly corner to J. Hopwoods Survey N<sup>o</sup>. 3490 and west corner to said Simmons Survey: thence with Hopwoods line S. 38° E. 100 poles to a stone three lynes and a beech easterly corner to his Survey: thence with Simmons line N. 52° E. 90 poles to a stake: thence N. 38° W. 100 poles to a stake in Simmons line: thence with said line S. 52° N. 80 poles to the beginning containing 50 acres more or less.

2<sup>nd</sup> Tract: - Also another tract of land situate in same Township, County and State and part of J. Hopwoods Survey N<sup>o</sup>. 3490 described as follows:

Beginning at a stone in the center of the road (hickory and beech) northerly corner to said J. Hopwoods Survey N<sup>o</sup>. 3490 and west corner to B. Simmons Survey N<sup>o</sup>. 5267: thence with Simmons line south easterly 92 <sup>2</sup>/<sub>100</sub> poles to a stone (three lynes and a beech) easterly corner to said Hopwoods Survey: thence with Hopwoods line south-westerly 43 <sup>28</sup>/<sub>100</sub> poles to a stone: thence north-westerly 93 <sup>6</sup>/<sub>100</sub> poles to a stone in the center of said road: thence with the center of the same 43 <sup>2</sup>/<sub>100</sub> poles to the place of beginning, containing 25 <sup>2</sup>/<sub>100</sub> acres more or less.

3<sup>rd</sup> Tract: - Also another tract of land situate in Union County, Ohio, and in the Township of Allen.

Beginning at a stone in the northwesterly line of Survey N<sup>o</sup>. 12308 westerly corner to lot N<sup>o</sup>. 7 of the subdivision of said Survey: thence with a line of said land S. 35° - 15' - E. 67. <sup>75</sup>/<sub>100</sub> poles to a stake corner to Rebecca Thompsons land: thence with a line of said land S. 52 - 15' - N. 137 <sup>75</sup>/<sub>100</sub> poles to a stake corner to said land in a line of lot N<sup>o</sup>. 7: thence with said line N. 35° - 15' - W. 67 <sup>75</sup>/<sub>100</sub> poles to a stone northerly corner to said lot N<sup>o</sup>. 7 in the north-westerly line of said Survey N<sup>o</sup>. 12308: thence with said line N. 52° - 15' - E. 137 <sup>75</sup>/<sub>100</sub> poles to the beginning containing 60 acres more or less, being the north-west one-half of lot N<sup>o</sup>. 8 in said Survey N<sup>o</sup>. 12308 as subdivided and platted by Levi Phelps.

4<sup>th</sup> Tract: - Also another tract of land situate in Allen Township Union County Ohio and bounded as follows:

Beginning at a stone two beeches and ironwood

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northerly corner to Survey N<sup>o</sup>. 12308: thence with the original line S 52°-15'-N. 70 poles to a stone corner to George Beam's land: thence with a line of said land S 35°-15'-E. 137 poles to a stone the easterly corner of said land and in the line of lot N<sup>o</sup>. 6 of the sub-division of said survey: thence with said line N. 52°-15'-E 70 poles to a stone (ash, lynn, beech and hickory) corner to said lot N<sup>o</sup>. 6 in the original Survey line: thence with said line N. 35°-15'-N. 137 poles to the beginning, containing 60 acres more or less, being the north-east one-half of lot N<sup>o</sup>. 7 in said Survey N<sup>o</sup>. 12308 as subdivided by Levi Phelps, be and the same are hereby quieted as against the defendants and each and every one of them and all persons claiming under them or any of them and they are hereby forever enjoined from setting up any to said premises or any part thereof adverse to the title and possession of said William Crowder his heirs or assigns thereto. That the cost of this suit be paid by the plaintiff William Crowder.

Attest  
*A. M. Gray* Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Ninth 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 February, to-wit: on the 9<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit on the 16<sup>th</sup> day of January, 1891, Wesley A. Garrard, filed in the Clerk's office of the said Court of Common Pleas the following Petition against Susan S. Welch et al.

Petition Wesley A. Garrard.

In the Court of Common Pleas  
 Union County, Ohio

6129 Susan Welch, Glee Welch,  
 Delia S. Welch, sole heirs, at  
 law and legal representatives  
 of Ira M. Welch, deceased

The plaintiff says: That on the 11<sup>th</sup> day of January, 1889, Ira M. Welch and said defendant Susan S. Welch made and delivered to said Plaintiff their certain promissory note of that date for the sum of fifty dollars at 6% from date and due in two years after the date thereof. Also on the same day said Ira M. Welch and

Susan S. Welch made and delivered to plaintiff their three other promissory notes of like amount and interest due in three, four and five years after date. Also their three other promissory notes for sixty dollars with like interest and due in six, seven and eight years after date, and their certain other promissory note for seventy dollars due in nine years, said interest payable annually.

On said January 11<sup>th</sup>, 1889, said Ira M. Welch, and Susan S. Welch executed and delivered to said plaintiff their mortgage deed of that date to secure the payment of said promissory notes and thereby conveyed to said plaintiff the following described premises, to-wit: Situate in the Village of Mansville, County of Union and State of Ohio.

Beginning at the south-east corner of Tr-Lot n<sup>o</sup> 212; thence with the south line of said lot 212 - west 132 feet to the alley; thence with the east line of said alley, south 45 feet to a stake; thence east and parallel with the south line of lot n<sup>o</sup> 212 to Plum Street; thence with Plum Street 45 feet to the beginning, being forty-five feet off the north side of lot n<sup>o</sup> 214.

Said mortgage contained a condition, in substance, that if said notes and interest should be paid when they respectively become due, then said mortgage to be void otherwise to remain in full force and virtue in law forever.

On the 12<sup>th</sup> day of January, A. D. 1889, at 10 o'clock A. M. said mortgage was duly filed with Recorder of said Union County, Ohio, and the same was recorded in Vol. 25, Page 492 of the Records of Mortgages of said Union County Ohio.

On or about the --- day of - A. D. 1889, the said Ira M. Welch died intestate leaving said Susan S. Welch as his widow and said Elie S. Welch and Belia S. Welch, both minors under fourteen years of age, as his sole heirs and legal representatives, and no administrator was ever appointed on his estate. Said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of seventy-seven dollars with six per cent. interest from January 11<sup>th</sup>, 1891.

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

John M. Brodrick,  
Attorney for Plaintiff.

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

Wesley A. Garrard, the above named plaintiff being sworn makes oath that the facts stated in the foregoing petition are as affiant believes true.

Wesley A. Garrard

signed

Seal

Waiver

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Receipt

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Sworn to by said Wesley A. Garrard before me and signed by him in my presence this 16<sup>th</sup> day of January A.D. 1891.  
 R. M. Croy, Clerk.  
 By W. M. Winget, Deputy

Seal

Waiver

I hereby waive the issuing and service of process and enter my appearance herein this 16<sup>th</sup> day of January, 1891.  
 Susan S. Welch.

Receipt

To the Clerk:  
 Issue Summons to the defendants Glee S. Welch, & Delia S. Welch, both minors under fourteen years of age, to Sheriff of Union County, Ohio, returnable according to law. Indorse: "Action to Foreclose Mortgage".  
 John M. Brodrick, Atty. for Plff.

Summons

Afterward, on the 16<sup>th</sup> day of January, 1891, a Summons was issued by the Clerk of Court, indorsed, to wit:

6129

The State of Ohio  
 Union County. To the Sheriff of said County:  
 You are hereby commanded to notify Glee S. Welch, Delia S. Welch, both minors under fourteen years of age that they have been sued by Wesley A. Garrard in the Court of Common Pleas of Union County, and must answer by the 14<sup>th</sup> day of February, 1891, 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 26<sup>th</sup> day of January, 1891.  
 Witness my hand and the seal of said Court, this 16<sup>th</sup> day of January, 1891.  
 R. M. Croy, Clerk.

Seal

Indorsed: "Action to foreclose mortgage".

Sheriff's Return

And on the 24<sup>th</sup> day of January, 1891, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

6129

Ser. & Return	\$ 45	The State of Ohio Union County	Sheriff's Return Received this Writ January 16 <sup>th</sup> , 1891, at 10 o'clock A. M. I served same by delivering a certified copy thereof with the indorsements thereon to Glee S. Welch, Delia S. Welch, minors, and served by delivering a certified copy of this writ with the indorsements thereon to Mrs. Susan S. Welch, mother of said minors and the person with whom said minors reside on the 21 <sup>st</sup> day of January 1891. Thomas Martin, Sheriff.
Mileage	24		
Copy	60		
Total	\$ 129		

Afterward, on the 20<sup>th</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

Entry Wesley A. Garrard

Journal 15, Page 480.

6127 Susan S. Welch et al

This day this cause came on for hearing and thereupon the plaintiff by his attorney moved the Court for the appointment of a guardian ad litem for the infant defendants, Glee L. Welch, and Belia E. Welch and the Court appointed J. M. Kennedy as such guardian ad litem. Thereupon said J. M. Kennedy appeared in open Court and accepted said appointment and filed his answer herein.

Answer of Wesley A. Garrard ad litem

Afterward, on the 20<sup>th</sup> day of February, 1891, an Answer was filed with the Clerk of Court, to wit:

6127 Susan S. Welch et al

And now comes J. M. Kennedy, Guardian ad litem for the infant defendants Glee L. Welch, and Belia E. Welch, and for answer to plaintiff's petition herein filed says: That he denies each and every allegation in said petition contained and asks that the rights of said minor defendants may be protected herein.

J. M. Kennedy, Guardian ad litem for Glee L. Welch & Belia E. Welch.

Entry Wesley A. Garrard

Afterward, on the 20<sup>th</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

6127 Susan S. Welch et al

Journal 15, Page 481.

This day this cause came on for hearing and the same was submitted to the Court on the pleadings and the evidence. On examination whereof the Court find that there is due from the defendant Susan S. Welch and from the estate of Ira M. Welch, deceased, the sum of seventy-seven  $\frac{3}{4}$   $\frac{3}{8}$  dollars with six per cent. interest thereon from the first day of the present term hereof, viz: February 9<sup>th</sup> 1891, being the annual interest on the notes mentioned in plaintiff's petition.

The Court further find that in order to secure the payment of said note and interest thereon the said Ira M. Welch and Susan S. Welch, 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 Vol. 25 Page 492 of the records of mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken. The Court further find that the defendants

Order of Sale

6127

Glee L. Welch legal forth estate inter Ira M. Welch Court from the C. plaintiff inter equite and Union and a proce To the to She Order of Sale of State Union at the on the a Jud the s dolla order Welch pays seven of Fe pay t of sa the s to sel and costs apper delay regul

Eliza L. Welch and Delia E. Welch are the sole heirs and legal representatives of said Ira M. Welch, deceased, as set forth in said plaintiffs petition. They are entitled to the next estate of inheritance in said premises, subject to the dower interest therein of said Susan S. Welch, as widow of said Ira M. Welch, deceased.

It is therefore adjudged and decreed by the by the Court that unless said defendants shall within three days from the entry of this decree, pay or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the 9<sup>th</sup> day of February, 1891, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise, and sell said premises as upon execution, and report his proceedings to this Court for further order.

To the Clerk:

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

John M. Brodrick, Atty. for Plff.

Order of Sale

Afterward, on the 23<sup>rd</sup> day of February, 1891, an Order of Sale was issued by the Clerk of Court, to wit:

State of Ohio

6/12/91

Union County S.S. To the Sheriff of said County, Greeting: Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 28<sup>th</sup> day of February, 1891, Wesley A. Garrard obtained a Judgment and Decree against Susan A. Welch et al for the sum of seventy-seven <sup>77</sup>/<sub>100</sub> <sup>36</sup>/<sub>100</sub> dollars and seven and <sup>25</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 Susan A. Welch et al within 3 days from the 20<sup>th</sup> day of February, 1891, pay unto the said Wesley A. Garrard the said sum of seventy-seven and <sup>36</sup>/<sub>100</sub> dollars with interest from the 9<sup>th</sup> day of February, 1891, and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition.

And Whereas, the 3 days aforesaid have fully expired and the said sum of seventy-seven and <sup>36</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

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lands and tenements, situate in Union County, Ohio, to-wit:  
 Situate in the village of Marysville. Beginning at  
 the south east corner of In Lot N<sup>o</sup> 212: thence with the  
 south line of said lot N<sup>o</sup> 212, west 132 feet to the alley;  
 thence with the east line of said alley south 45 feet to  
 a stake: thence east and parallel with the south line of  
 lot N<sup>o</sup> 212 to Plum Street: thence with Plum Street to the  
 beginning; being forty-five feet off the north side of  
 lot N<sup>o</sup> 211.

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 23<sup>rd</sup> day of February, 1891.  
 R. M<sup>o</sup>. Gray. Clerk.

And on the 28<sup>th</sup> day of March, 1891, 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.
Service	\$ 30	Union County, S.S.	Received this writ the 23 <sup>rd</sup> day
Sum. Apis.	1 20		of February, 1891, and on the 23 <sup>rd</sup> day of
Swear. "	25		February, 1891, I called an inquest of Dwight
Writing Apil.	30		Webb, James Shirk and O. M. Scott, three dis-
Copy of "	30		interested free holders and residents of the
Notice to Pti.	30		County and caused the within described real
Affidavit to "	30		estate to be duly appraised on their oaths;
Writing Notice	30		they on the same day returned to me an esti-
Mileage	16		mate of the value thereof, (to-wit: \$ 800. <sup>00</sup> ) under
Poundage	1 27		their hands and seals, a copy of which I
Total	\$ 4 62		forthwith deposited with the Clerk of the
Appraisers Fee	3 00		within named Court.
Printers Fee	10 40		

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 28<sup>th</sup> day of March, 1891, at the door of  
 the Court House, in Marysville, Ohio, at the hour of One

Sheriff's  
 Return  
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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 Susan S. Welch for the sum of five hundred and thirty-four 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

Wesley A. Garrard

Sheriff's Sale  
An Order of Sale

6129

Susan S. Welch 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 of Marysville, Ohio, on Saturday March 28<sup>th</sup>, 1891, at or about the hour of one o'clock P. M. on said day, the following described real estate, to wit: Situated in the Village of Marysville, County of Union and State of Ohio, and bounded and described as follows:

Beginning at the south-east corner of Tr Lot N<sup>o</sup> 212; thence with the south line of said lot N<sup>o</sup> 212 west 132 feet to the alley; thence with the east line of said alley south 45 feet to a stake; thence east and parallel with the south of lot N<sup>o</sup> 212 to Plum Street; thence with Plum Street 45 feet to the beginning, being 45 feet off the north side of lot N<sup>o</sup> 212.

Appraised at \$800<sup>00</sup>.

Terms of Sale, Cash. Printers Geo. W.

Thomas Martin, Sheriff

Union County, Ohio.

The State of Ohio,  
Union County S. S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with February 25<sup>th</sup>, 1891.

W. O. Shearer.

Sworn to and subscribed before me this 1<sup>st</sup> day of April 1891.  
[Seal] R. M. Crory, Clerk.

Entry

6129

Wesley A. Garrard

Journal 15, Page 508

Susan S. Welch et al

Afterward, on the 10<sup>th</sup> day of April, 1891, an Entry was made on the Journal by the Clerk of Court. 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 Susan S. Welch, by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lien-holders, in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

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

And the Court coming now to distribute the proceeds of said sale amounting to \$534<sup>00</sup> it is ordered that the Sheriff out of the money in his hands, pay -  
1. The costs of this action, taxed at \$30.<sup>27</sup>/<sub>100</sub>  
2. The balance of said proceeds to said plaintiff on his claim due and to become due, amounting to \$503<sup>73</sup>/<sub>100</sub>

Attest  
R. M. Conroy 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 May, to wit, on the 25<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore, to wit, on the 23<sup>rd</sup> day of April, 1891, Henry Kelley Admr. filed in the Clerk's Office of said Court of Common Pleas, the following Petition, against G. W. Salisbury et al, to wit:

Petition Henry Kelley, as Administrator on the estate of Clarissa Tyler, dec'd.

6177

vs.

G. W. Salisbury & Stephen Fuller.

Court of Common Pleas Union County Ohio.

The plaintiff says: That he is the duly appointed and qualified Administrator on the estate of Clarissa Tyler, deceased. That this action is founded upon an instrument for the unconditional payment of money only, to wit: a promissory note, executed by the said defendants, to the said Clarissa Tyler in her life time, which promissory

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note is in the words and figures following, to wit:

\$ 275<sup>00</sup> Delaware Ohio, July 30<sup>th</sup>, 1885.

Six months after date, we or either of us promise to pay Clarissa Tyler, or bearer, the sum of two hundred and seventy-five dollars for value received. Interest from date at 8 per cent.

G. W. Salisbury,  
Stephen Fuller.

There are no credits on said note, and no payment has been made thereon.

There is now due to the plaintiff as such Administrator, from the defendants on said promissory note the sum of two hundred and seventy five dollars, which plaintiff claims with interest at eight per cent. from the 30<sup>th</sup> day of July, 1885.

The plaintiff as such Administrator therefore asks judgment against the defendants for said sum of two hundred and seventy-five dollars, and interest on the same at eight per cent. from the 30<sup>th</sup> day of July, 1885, and for all other proper relief.

Porter & Porter, Attorneys for Plaintiff.

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

G. W. Porter.

Sworn to by G. W. Porter, before me, and signed by him in my presence this 23<sup>rd</sup> day of April, 1891.

Seal R. W. Croy, Clerk of Court.

To the Clerk:

Issue a Summons against the defendants returnable according to law. Indorse: Amount claimed \$ 275<sup>00</sup>, with interest at eight per cent. from July 30<sup>th</sup>, 1885, April 23<sup>rd</sup>, 1891. Porter & Porter, Attys. for Plff.

Summons

Afterward, on the 23<sup>rd</sup> day of April, 1891, a Summons was issued by the Clerk of Court, to wit:

6179

The State of Ohio,  
Union County.

To the Sheriff of said County

You are hereby commanded to notify G. W. Salisbury and Stephen Fuller that they have been sued by Henry Kelley Administrator of estate of Clarissa Tyler, deceased, in the Court of Common Pleas of Union County, and must answer by the 23<sup>rd</sup> day of May, 1891, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 4<sup>th</sup> day of May, 1891.

Witness my hand and the seal of said Court, this 23<sup>rd</sup> day of April, 1891.

Seal R. W. Croy, Clerk. Indorsed: Amount claimed \$ 275<sup>00</sup> with 8% interest from July 30<sup>th</sup>, 1885-

Afterward, on the 4<sup>th</sup> day of April, 1891, the Sheriff of said County returned said writ to the Clerks office in said County which return is as follows:

State of Ohio.		Sheriff's Return Received this writ April 23 <sup>rd</sup> , 1891, at one o'clock P. M. and served same by delivering a certified copy thereof with the indorsements thereon to Stephen Fuller on the 1 <sup>st</sup> day of May, 1891, G. W. Salisbury not found in my County. Thomas Martin, Sheriff
Union County.		
Ser. Return	30	
Mileage	4 00	
Copy	40	
Total	\$4 70	

Entry

Afterward, on the 6<sup>th</sup> day of June, 1891, an Entry was made on the Journal by the Clerk of Court, which is, to wit: Henry Kelley Adm. vs. G. W. Salisbury et al  
Journal 15, Page 540.

Now comes the plaintiff by his attorney and the defendant being in default for answer and demurrer and the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to the plaintiff in the sum of four hundred and three and <sup>66</sup>/<sub>100</sub> dollars as the plaintiff in his petition hath claimed.

It is therefore considered by the Court that the plaintiff, Henry Kelley, as such Administrator to recover from the defendants G. W. Salisbury and Stephen Fuller with interest at eight per cent. from June 6<sup>th</sup>, 1891, the sum of \$403.<sup>66</sup> and his costs herein expended.

Attest  
J. M. Crony clerk



Pleas continued and held at the Court House, in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of, February, to wit, on the 9<sup>th</sup> day of February, in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that on the 24<sup>th</sup> day of January 1891, D. F. Bartlett filed in the Clerks office of the said Court of Common Pleas the following Petition against F. F. Hazen et al.

Petition

D. F. Bartlett vs. Court of Common Pleas Union County Ohio  
F. F. Hazen and N. L. Hazen

The plaintiff says there is due to him from the defendants F. F. Hazen and N. L. Hazen upon the promissory note a copy of which, with all the indorsements thereon, is

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Summons

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hereinafter set forth the sum of two hundred dollars with interest thereon from December 16<sup>th</sup>, 1877, at eight per cent per annum with a credit thereon of \$30<sup>3/4</sup>, April 30<sup>th</sup>, 1883.

Said promissory note with all the credits and indorsements thereon is in the following words and figures:

\$200<sup>00</sup> December 16<sup>th</sup>, 1877.

One year after date we promise to pay to the order of D. F. Bartlett two hundred dollars at 8% value received  
No. - - - Due - - - "F. F. & W. L. Hazen"

There is a credit on said note as follows: April 30<sup>th</sup>, 1883 received on the within note thirty dollars and thirty six cents. Wherefore the plaintiff D. F. Bartlett the owner and holder of said promissory note asks for a judgment against said F. Hazen and W. L. Hazen, defendants, for the sum of two hundred dollars with interest at 8 per cent. per annum from November 6<sup>th</sup>, 1879, for costs &c.

Cole and Bales,

Attorneys for Plaintiff.

State of Ohio,  
Union County, S. S.

Edward S. Cole, being first duly sworn according to law says he is one of the attorneys of the plaintiff duly authorized herein and that the above pleading is founded upon a written instrument for the payment of money, which instrument is now in affiant's possession and that the facts stated in the above pleadings are as affiant believes true.  
Edward S. Cole.

Sworn to and subscribed before me this 24<sup>th</sup> day of January, 1891.

Seal R. M. Croy, Clerk of Courts.

Summons

Afterward, on the 24<sup>th</sup> day of January, 1891, a Summons was issued by the Clerk of Court, indorsed, to wit:

6140 The State of Ohio  
Union County

To the Sheriff of said County:

You are hereby commanded to notify F. F. Hazen and W. L. Hazen that they have been sued by D. F. Bartlett in the Court of Common Pleas of Union County, and must answer by the 21<sup>st</sup> day of February, 1891, 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 February, 1891.

Witness my hand and the seal of said Court, this 24<sup>th</sup> day of January, 1891.

Seal R. M. Croy, Clerk.

Indorsed: "Action for Money only; Amount claimed \$200<sup>00</sup> at 8 per cent. from November 6<sup>th</sup>, 1877."

Sheriff's Return

And on the 2<sup>d</sup> day of February, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

6140

Sheriff's Return	\$	30
Mileage		32
Copies		40
Total	\$	102

The State of Ohio  
Union County

Sheriff's Return

Received this writ January 27<sup>th</sup>, 1891 at 10 o'clock A. M. and served same by leaving a certified copy thereof with the indorsements thereon at the usual place of residence of F. F. Hazen on the 2<sup>d</sup> day of February, 1891. W. L. Hazen not found in my County.  
Thomas Martin, Sheriff.

Entry

6140

Afterward, on the 5<sup>th</sup> day of March, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

D. F. Bartlett

vs

F. F. Hazen et al

Journal 15, Page 498.

Now comes the plaintiff by his attorney and the Court find that said F. F. Hazen was duly served with summons herein and is in default for answer and demurrer, and the Court find that the allegations of the petition are confessed by him to be true and find that the said F. F. Hazen is indebted to the plaintiff D. F. Bartlett in the sum of \$380<sup>00</sup> with interest at 8 per cent. from February 9<sup>th</sup>, 1891.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of \$380<sup>00</sup> with interest at 8 per cent. from February 9<sup>th</sup>, 1891, and his costs herein expended taxed to - \$ - - -

Attest

R. M. Lorry 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 February, to wit, on the 9<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, on the 6<sup>th</sup> day of February 1891, that Nathan Howard filed the following Petition in the Clerk's office of said Court of Common Pleas against Charles H. Erb et al to wit:

Petition

Nathan Howard

vs

6146 Charles H. Erb et al  
Viola Erb.

Court of Common Pleas  
Union County, Ohio.

The plaintiff says: That this, his cause of action, is

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founded upon a written instrument, to wit: a promissory note for the unconditional payment of money only, of which the following is a copy, together with all the credits and indorsements thereon, to wit:

Copy of  
Note

\$ 400<sup>00</sup> Milford Centre, Ohio, October 20<sup>th</sup> 1888.

Twelve month after date, we promise to pay to the order of Nathan Howard, Four hundred dollars. Value received with interest at 8% per annum until paid.  
Charles H. Erb  
Viola Erb.

The following indorsement is made on said note:  
October 20<sup>th</sup> 1890, Received on within note eighty-four dollars and fifty cents. (\$84<sup>50</sup>)

There are no other credits or indorsements on said note. There is now due to plaintiff, from the defendants on said promissory note the sum of three hundred and seventy-nine and <sup>50</sup>/<sub>100</sub> dollars, which he claims with interest at eight per cent from the 20<sup>th</sup> day of October, 1890, and for which amount with said interest the plaintiff asks judgment against said defendants.

Porter and Porter,

Attorneys for Plaintiff

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

Sworn to by E. W. Porter before me, and signed by him in my presence this 6<sup>th</sup> day of February, 1891.  
Seal } R. M. Leroy, Clerk.

To the Clerk:

Issue a summons against the defendants directed to the Sheriff of Union County, and returnable according to law.

Indorse: "Amount claimed \$ 379<sup>50</sup> with eight per cent interest from October 20<sup>th</sup> 1890."  
February 6<sup>th</sup> 1891. Porter and Porter, Attye. for Plff.

Summons

0146 Afterward, on the 6<sup>th</sup> day of February, 1891, a Summons was issued by the Clerk of Court, indorsed to wit:

The State of Ohio  
Union County

To the Sheriff of said County:

You are hereby commanded to notify Charles H. Erb and Viola Erb that they have been sued by Nathan Howard in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of March, 1891, 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 16<sup>th</sup> day of February, 1891.

Witness my hand and the seal of said Court, this 6<sup>th</sup> day of February, 1891.

R. M. Croy, Clerk

Seal

Indorsed: "Money only". "Amount claimed \$379.<sup>50</sup> at 8% interest from October 20<sup>th</sup>, 1890."

Sheriff's Return

6146

And on the 9<sup>th</sup> day of February, 1891, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is, to wit:

State of Ohio	
Sheriff's Return	30
Adial. Hfts	15
Mileage	00
Copy	40
Total	\$1.65

Union County | Sheriff's Return.  
Received this writ February 6<sup>th</sup>, 1891, at 10 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 defendants on the 7<sup>th</sup> day of February, 1891.  
Thomas Martin, Sheriff.

Entry

6146

Afterward, on the 10<sup>th</sup> day of April, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

Nathan Howard

vs

Journal 15, Page 508

Charles H. Erb et al

This day came the plaintiff by his attorney, and the defendants Charles H. Erb and Viola Erb both failing to answer or demur to plaintiff's petition, the Court find that said defendants are indebted to plaintiff in the sum of three hundred and ninety three and <sup>66</sup>/<sub>100</sub> dollars (\$393.<sup>66</sup>) on the promissory note set up in plaintiff's petition, and as therein set forth and drawing eight per cent. interest as therein alleged.

It is therefore considered and adjudged that the plaintiff Nathan Howard recover of said defendants Charles H. Erb and Viola Erb said sum of \$393.<sup>66</sup> so found his due as aforesaid together with eight per cent. thereon from the 8<sup>th</sup> day of April, 1891, and also his costs in this behalf expended taxed at --- \$.

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 South 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 February, to-wit, on the 7<sup>th</sup> day of February, in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 23<sup>rd</sup> day of February, 1891, Bank of Richwood filed in the Clerk's Office of said Court of Common Pleas, the following Petition Answer and Entry as to Cognovit Note, against David Williams

Petition The State of Ohio  
Union County S.S.

Court of Common Pleas.

6155

Bank of Richwood  
vs

David Williams

The defendant, on the 16<sup>th</sup> day of June, 1890, executed and delivered to Bank of Richwood, the plaintiffs, his promissory note of that date, with the warrant of attorney annexed, which warrant and 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 the sum of One hundred and seventy nine dollars and forty cents, with interest at the rate of 7 per cent. per annum, from the 16<sup>th</sup> day of September, 1890. There are no credits or indorsements on said note.

Wherefore plaintiff prays judgment against said defendant for the sum of One hundred and seventy nine dollars and forty cents, with interest thereon from the 16<sup>th</sup> day of September, 1890, at the rate of 7 per cent. per annum till paid, and for costs of suit.

S. S. Gardiner, Attorney for Plaintiff.

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

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 23<sup>rd</sup> day of February, 1891.

R. M. Croy, Clerk of Court.

Exhibit  
"A."

Seal }  
\$ 179 <sup>40</sup>/<sub>100</sub> Ninety days after date, for value received, we jointly and severally promise to pay Bank of Richwood, at their office One hundred and seventy-nine and <sup>40</sup>/<sub>100</sub> dollars, with interest

at the rate of 8 per cent. per annum, on all unpaid principal and interest after due; interest to be computed every year, with 5 per cent. attorney fee, if collected.

750  
1197  
Mansfield

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 my hand and seal this 16<sup>th</sup> day of June, 1890.  
D.O. - West Mansfield, Ohio. David Williams.

Answer The State of Ohio,  
Union County S.E. Court of Common Pleas  
6155 Bank of Richmond  
vs  
David Williams  
Answer.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff's against said defendant, on said note, for the sum of One hundred and eighty five dollars, and 60 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.

R. L. Woodburn, Attorney for Defendant.

Entry Bank of Richmond  
vs  
6155 David Williams  
Judgment Entry.  
\$185.60

This day came the plaintiff, by their attorney; also appeared in open Court, for and on behalf of said defendant, R. L. Woodburn, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed

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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, for one hundred and eighty five dollars and 60 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 One hundred and eighty five dollars and sixty cents, being the amount of said note with interest computed at 8 per cent. per annum from the 16<sup>th</sup> day of September, A. D. 1890; and also costs herein herein expended taxed at --- \$.

Attest  
R. M. Ervey 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 February, to-wit, on the 7<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore, to-wit, on the 23<sup>rd</sup> day of February, 1891, the Bank of Richwood filed in the Clerk's Office of said Court of Common Pleas, the following Petition, Answer and Entry against W. S. Rogers et al to-wit:

	The State of Ohio.	
	Union County S. S.	Court of Common Pleas
Petition	Bank of Richwood	
	vs	Petition
6156	W. S. Rogers and G. J. Hill	

The defendants, on the 6<sup>th</sup> day of November, 1890, executed and delivered to Plaintiffs (who are a firm engaged in the business of private Banking, at Richwood and are unincorporated) their promissory note of that date, with the warrant of attorney annexed, which warrant and note are hereto attached, marked "Exhibit A." and made a part of this petition. Said note is unpaid, and there is now due the plaintiffs on said note the sum of three hundred and twenty-five dollars with interest at the rate of 8 per cent. per annum, from the 6<sup>th</sup> day of February 1891. There are no credits or indorsements on said note.

Wherefore plaintiffs pray judgment against said defendants, for the sum of three hundred and twenty-five

dollars with interest thereon from the 6<sup>th</sup> day of February A. D. 1891, at the rate of 8 per cent. per annum till paid and for costs of suit.

S. S. Gardiner

State of Ohio,  
Union County S.S.

Attorney for Plaintiff.

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 23<sup>rd</sup> day of February, 1891.

Seal

R. M. Leroy, Clerk of Courts.

Exhibit

\$325<sup>00</sup>. Ninety days after date, for value received, we "A" jointly and severally promise to pay Bank of Richwood, at their office, three hundred and twenty-five dollars with interest at the rate of 8 per cent. per annum, on all unpaid principal and interest after due; interest to be computed every year, with 5 per cent attorney fee, if collected.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere to waive the issuing and service of process, and appear for us or either of us, in any of said Courts at 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 and seals, this 6<sup>th</sup> day of November 1890.  
P. O. Broadway.

W. S. Rogers,

G. J. Hill.

Answer

State of Ohio  
Union County S.S.  
Bank of Richwood  
vs.

Court of Common Pleas.

W. S. Rogers & G. J. Hill

By virtue of the warrant of attorneys annexed

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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 three hundred and twenty-six dollars, 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.

R. W. Woodburn,

Attorney for Defendant

Bank of Richwood

vs

Judgment Entry.

6156

W. S. Rogers et al

# 326

This day came the plaintiffs, by their attorney; also appeared in open court, for and on behalf of said defendants, R. W. Woodburn, an attorney at law of the court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiffs, for three hundred and twenty-six 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 plaintiffs recover of said defendants the sum of three hundred and twenty-six dollars, being the amount of said note with interest computed at 8 per cent. per annum, from the 6<sup>th</sup> day of February, A. D. 1891; and also costs herein expended, taxed at \$ ---

Attest

R. W. Woodburn  
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 February, to-wit, on the 7 day of February, in the year of our Lord one thousand eight

hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 23<sup>rd</sup> day of February, 1891, Pullington and Phillis filed in the Clerk's Office of said Court of Common Pleas the following Petition, Answer and Entry against Julian Howard et al.

Petition Court of Common Pleas Union County, Ohio  
6137 Pullington and Phillis vs Julian Howard and A. P. Howard

Petition

There is due plaintiff from defendants on a certain promissory note, a copy of which, with all credits and endorsements thereon, is hereto attached, marked "Exhibit A," and made part of this petition, the sum of thirty seven hundred and six and <sup>97</sup>/<sub>100</sub> dollars, which they claim with interest at the rate of 8 per cent. per annum, from the 23<sup>rd</sup> day of February, A. D. 1891.

Wherefore plaintiff prays judgment against said defendants for the said sum of thirty seven hundred and six and <sup>97</sup>/<sub>100</sub> dollars, with interest thereon at the rate of eight per cent. per annum, from the 23<sup>rd</sup> day of February, 1891, and for costs of suit.

Robinson and Woodburn, Attorney for Plaintiff.

State of Ohio County of Union.

R. B. Woodburn, being duly sworn, says that he is one of the attorneys of said plaintiff; 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.

R. B. Woodburn.

Sworn to before me, and subscribed in my presence, this 23<sup>rd</sup> day of February, 1891.

R. Mc Croy, Clerk.

By W. M. Winger, Deputy.

Seal

Exhibit

"A." \$3680<sup>00</sup> Mansville, Ohio, October 20<sup>th</sup>, 1890

Thirty days after date, as principal debtors, we jointly and severally promise to pay to the order of Pullington and Phillis, thirty six hundred and eighty dollars, for value received.

And we hereby dispense with demand of payment of this note and authorize any attorney at law to appear for us, or either of us, at any time after the same shall become due, in any court of record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess 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

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per cent. interest payable annually after the same shall become due, together with costs of suits, and release all error and waive all right of appeal in this behalf.

Witness our hands and seals this 20<sup>th</sup> day of October

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Julian Howard  
A. P. Howard.

N<sup>o</sup>. 24286. Due - January 21/91.

Answer State of Ohio. | Court of Common Pleas.  
Union County

6157 Pullington <sup>and</sup> Phellis  
vs

Julian Howard et al

I, S. S. Gardiner, 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 defendant in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendants, on the note attached to said petition, for the sum of thirty-seven hundred and six and <sup>97</sup>/<sub>100</sub> 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.

S. S. Gardiner,

Attorney for Defendant

Entry Pullington <sup>and</sup> Phellis  
vs

6157 Julian Howard et al

This day came the plaintiff by his attorney also came S. S. Gardiner an attorney-at-law of this Court on behalf of the defendants, and by virtue of a warrant of attorney duly executed by said defendants, and now produced to the Court, and 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 plaintiff, confessed that the said defendants are justly indebted to the said plaintiff in the sum of thirty seven hundred and six <sup>97</sup>/<sub>100</sub>; and also released and waived all exceptions, errors and right of appeal herein.

It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of thirty-seven hundred and six <sup>97</sup>/<sub>100</sub> dollars with interest from date at 8 per cent. together with his costs herein expended taxed at \$---

Attest R M Brown  
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of February, to-wit, on the 9<sup>th</sup> day of February, in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 16<sup>th</sup> day of February, 1891, the Peoples Bank filed in the Clerk's Office of said Court of Common Pleas the following Petition, Answer & Entry against W<sup>m</sup> J. Mulvain et al.

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

6153

The Peoples Bank  
vs

W<sup>m</sup> J. Mulvain  
James Mulvain  
William Elliott.

Petition.

There is due plaintiff from defendants, on a certain promissory note, a copy of which, with all credits and endorsements thereon, is hereto attached, marked "Exhibit A." and made part of this petition, the sum of one hundred and fifty-five  $\frac{3}{4}$   $\frac{6}{100}$  dollars, which they claim with interest at the rate of eight per cent. per annum, from the sixteenth day of February, 1891.

Wherefore plaintiff pray judgment against said defendant, for the said sum of one hundred and fifty-five  $\frac{3}{4}$   $\frac{6}{100}$  dollars with interest thereon at the rate of eight per cent. per annum, from the 16<sup>th</sup> day of February, 1891, and for costs of suit.

Robinson & Woodburn

State of Ohio,  
County of Union S. S.

Attorneys for Plaintiff.

R. L. Woodburn, being duly sworn, says that he is one of the attorneys of said plaintiff; 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.

R. L. Woodburn.

Sworn to before me, and subscribed in my presence, this 16<sup>th</sup> day of February, 1891.

R. M. Croy, Clerk

By W. M. Winget, Deputy.

Exhibit, \$300<sup>00</sup> Marysville, Ohio, February 27<sup>th</sup>, 1891.

"A."

Sixty days after date, as principal debtors, we jointly and severally promise to pay to The Peoples' Bank, or order, at Marysville, Ohio, three hundred dollars for value received.

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

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And we hereby dispense with the demand of payment of this note, and authorize any attorney at law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note with eight per cent. interest payable annually after the same shall become due, together with costs of suit, and release all errors, and waive all rights of appeal in this behalf.

Indorsed: }  
 Paid May 1<sup>st</sup>, 1889, One }  
 hundred, eighty-seven <sup>74</sup>/<sub>100</sub> dollars }  
 William J. Mullvain  
 James Mullvain  
 William Elliott.

Answer Common Pleas Court of Union County <sup>1<sup>st</sup></sup> State of Ohio }  
 The Peoples Bank

6153 vs. Answer.  
 Wm J. Mullvain et al

I, Edward C. Cole, 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 defendant in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendant, on the note attached to said petition, for the sum of One hundred and fifty-five <sup>74</sup>/<sub>100</sub> 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.

Edward C. Cole, Attorney for Defendant

Entry The Peoples Bank

vs. Wm J. Mullvain et al

This day came the plaintiff by their attorney also came Edward C. Cole, an attorney at law of this Court, on behalf of the defendant, and by virtue of a warrant of attorney duly executed by said defendant, and now produced to the Court, and a copy of which is filed with the Clerk of this Court, entered the appearance of said defendant, waived the issuance and service of process in this action, and with the assent of the plaintiff, confessed that the said defendants were justly indebted to the said plaintiff in the sum of one hundred and fifty-five <sup>74</sup>/<sub>100</sub> dollars; and also released and waived all exceptions, errors and right of appeal herein.

It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of one hundred and fifty-five <sup>74</sup>/<sub>100</sub> dollars at eight percent

interest from February 16<sup>th</sup>, 1891, together with their costs herein expended, 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 1<sup>st</sup> North 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, A.D. 1887, on the 3<sup>rd</sup> day of November in the year of our Lord one thousand eight hundred and eighty seven.

Be it remembered that, heretofore, to-wit, on the 17<sup>th</sup> day of May, 1870, Moses Baird filed in the Clerk's Office of said Court of Common Pleas of said County the following Petition against Adaline Baird et al. to-wit:

Petition Moses Baird  
vs.  
5796 Adaline Baird and  
W<sup>m</sup> Baird, her husband

Court of Common Pleas,  
Union County, Ohio.

For a First Cause of Action against the defendants, Adaline Baird and William Baird, the plaintiff, Moses Baird says: That there is due to him from said Adaline Baird and William Baird on the promissory note of the said Adaline Baird and William Baird, the sum of one hundred and thirty-three dollars and sixty-four cents, with interest from the 25<sup>th</sup> day of June, 1886, and interest on the sum of One hundred and seventy-eight dollars and sixty-four cents with interest from the 7<sup>th</sup> day of April, 1886 to the 25<sup>th</sup> day of June, 1886 of which promissory note the following is a copy with all the credits and indorsements thereon, to-wit:

"On or before the first day of April, 1886, we promise to pay Moses Baird, or bearer, \$ 178.<sup>00</sup>, Value received April 14<sup>th</sup>, 1887.

Adaline Baird  
William Baird.

Indorsed: June 25<sup>th</sup>, 1886, received on the within Forty five dollars.

And for a Second Cause of Action against the said Adaline Baird and William Baird, the plaintiff, Moses Baird says that there is due to him from said Adaline Baird and William Baird on the promissory note of the said Adaline Baird and William Baird the sum of one hundred and seventy-one dollars and sixty-eight cents, with interest from the first day of April A. D. 1887 of which promissory note the following is a copy, to-wit:

"On or before the first day of April, 1887, we promise to pay Moses Baird, or bearer, 171.<sup>68</sup>. Value received this 14<sup>th</sup> day of April, 1887.

Adaline Baird  
W<sup>m</sup> Baird.

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And for a Third Cause of Action against the said Adaline Baird and William Baird, the plaintiff Moses Baird says: That there is due to him from said Adaline Baird and William Baird on the promissory note of said Adaline Baird and William Baird the sum of one hundred and sixty-four dollars and seventy-two cents with interest from the first day of April, 1888, of which promissory note the following is a copy, to wit:

" On or before the first day of April, 1888, we promise  
" to pay Moses Baird, or bearer \$167<sup>72</sup>. Value received April 14<sup>th</sup>  
" 1887. Adaline Baird  
" William Baird

And for a Fourth Cause of Action against said Adaline Baird and William Baird, the plaintiff, Moses Baird says: That there is due to him from said Adaline Baird and William Baird, on the promissory note of the said Adaline Baird and William Baird the sum of one hundred and fifty-seven dollars and seventy-six cents with interest from the first day of April, A.D. 1889, of which promissory note the following is a copy, to wit:

" On or before the first day of April, 1889, we promise  
" to pay Moses Baird or bearer \$157<sup>76</sup>. Value received this 14<sup>th</sup>  
" day of April, 1887. Adaline Baird  
" William Baird.

And for a Fifth Cause of Action against said Adaline Baird and William Baird, the plaintiff, Moses Baird says: That there is due to him from said Adaline Baird and William Baird on the promissory note of said Adaline Baird and William Baird the sum of one hundred and fifty dollars and eighty cents with interest from the first day of April, 1890, of which promissory note the following is a copy to wit:

" On or before the first day of April, 1890, we promise  
" to pay Moses Baird or bearer \$150.<sup>80</sup>. Value received.  
" Adaline Baird  
" William Baird.

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 14<sup>th</sup> day of April, 1887, and made by said Adaline Baird and William Baird and payable to said Moses Baird, the plaintiff, or bearer, as follows, to wit: one note due and payable on or before the 1<sup>st</sup> day of April, 1891 for \$143<sup>77</sup>; one note due and payable on or before April 1<sup>st</sup> 1892 for \$136<sup>77</sup>; one note due and payable on or before the 1<sup>st</sup> day of April, 1893 for \$129.<sup>22</sup>; and one note due and payable on or before the 1<sup>st</sup> day of April 1894 for \$123.<sup>02</sup>: none of which four promissory notes last mentioned herein are not due. And to secure the payment of all said promissory notes hereinbefore mentioned according

to the tenor and effect thereof, the said Adaline Baird together with her husband, the defendant William Baird, executed and acknowledged and delivered to the plaintiff, the said William Baird joining with his wife the said Adaline Baird in the granting part, the signing and acknowledgment thereof, their certain deed of mortgage bearing date on the 14<sup>th</sup> day of April, 1887, and thereby conveyed to the plaintiff Moses Baird, in fee simple the following described land and tenements, to-wit: Situated in the County of Union in the State of Ohio, and in the Virginia military Survey N<sup>o</sup> 3487, and bounded and described as follows:

Beginning at a stake in the center of the Buckner and Gibson road and the north-west corner of a 40 acre tract heretofore sold to Moses Wolford: thence with the center of said road S 56° W 75. 16 poles to two stakes side by side in the center of said road: thence S 33<sup>1</sup>/<sub>4</sub>° - E 118 poles to the center of the said N. Y. P. & O. R. R. track, witness a stake S 33<sup>1</sup>/<sub>4</sub>° - W. 57 links in the line of the railroad fence N. 38° - E. 81. 12 poles to a point in the center of said R. R. track, witness a stone bears N. 33<sup>1</sup>/<sub>4</sub>° - W. in the line of the R. R. fence: thence N. 33<sup>1</sup>/<sub>4</sub>° - W. 93<sup>1</sup>/<sub>2</sub> poles to the beginning containing 50 acres, excepting therefrom as much therefrom as conveyed to said railroad company, said deed of mortgage was delivered to the Recorder in the Recorder's Office of said County of Union for record, according to law, on the 15<sup>th</sup> day of April, 1887, at 9 o'clock A. M. and was duly recorded on the 21<sup>st</sup> day of April 1887 in Record of Mortgages Vol. 20. Page 601. That said deed of mortgage has a condition thereunder written, that in case the said Adaline Baird and William J. Baird should pay or cause to be paid each of said promissory notes when and as they respectively become due, then said deed should be void; otherwise to be and remain in full force and virtue in law forever.

The plaintiff further says that the said promissory notes mentioned and described in said deed of mortgage and for the payment of which said deed of mortgage was given to secure, were executed and delivered to the said plaintiff together with said deed of mortgage for the balance of the purchase money to be paid for the real estate, in said deed of mortgage described, which real estate was on the date of the execution of said deed of mortgage, and promissory notes therein mentioned and described, sold and conveyed by the said Moses Baird, said plaintiff to the said Adaline Baird one of the defendants herein, by a good and sufficient deed of general warranty, and that the whole consideration money for said real estate was fifteen hundred dollars, three hundred and forty dollars of which was paid at the time of the execution and delivery of said deed to the said Adaline Baird leaving the sum of eleven hundred and sixty dollars to be

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paid by said Adaline Baird and William Baird, as evidenced by their said deed of mortgage and promissory notes, in said deed of mortgage set forth and described therein: the said deferred payments secured by said deed of mortgage were to bear interest from the first day of April 1884; the consideration named in said deed of mortgage was the sum of eleven hundred and sixty dollars, and that on each of the said several promissory notes, given and described in said deed of mortgage, interest was computed from said first day of April, 1884, to the time said notes respectively became due and payable and included therein; that ten notes were so given, as described in said deed of mortgage, which together with the interest computed thereon as aforesaid, amounted when due in the aggregate to the sum of fifteen hundred and forty two dollars and eighty-six cents, so to be paid when the same respectively become due.

The plaintiff further says that the said Adaline Baird, said defendant, accepted the said deed from the said Moses Baird, executed and delivered to her, as aforesaid: on the date of the execution thereof, took possession of the real estate therein described, and has ever since held and still holds possession of the same, and has neglected to have said deed recorded, and the real estate to be transferred to her for taxation, and by reason of such neglect the taxes thereon have been assessed against the plaintiff, which he has been compelled to pay to protect his lien on the same. The said Adaline Baird and William Baird, said defendants, have paid, in full the amount due on the promissory note first mentioned and described in said mortgage, and also the sum of forty-five dollars on the second note mentioned and described therein, as set out in the first cause of action herein contained, and they have not, nor have either of them paid any other or further sum of money to the plaintiff on said notes, but have wholly neglected to pay the said several sums of money, as set forth and claimed as due in the first, second, third, fourth and fifth causes of action hereinbefore stated and numbered, though the same are past due; wherefore the said deed of mortgage has become absolute, and there is due and unpaid on said indebtedness as set forth in said several causes of action the sum of seven hundred and seventy-eight dollars and sixty cents, together with the interest as therein stated.

Wherefore the plaintiff asks judgment against said defendants Adaline Baird and William Baird for the sum of \$778.<sup>60</sup> with interest on \$178.<sup>60</sup> from the first day of April 1886 to the 25<sup>th</sup> day of June, 1886; and interest on \$133.<sup>60</sup> from the 25<sup>th</sup> day of June, 1886; and interest on \$471.<sup>60</sup> from the

first day of April, 1887; and interest on \$164.<sup>72</sup> from the first day of April, 1888; and interest on \$157.<sup>76</sup> from the first day of April, 1889; and interest on \$150.<sup>80</sup> from the first day of April, 1890; and that the defendant Adaline Baird may be ordered to produce in Court her deed of conveyance from the plaintiff to her for the real estate in the petition described, that the same may entered of record, and that an account may be taken for the taxes paid by plaintiff on said premises; that said real estate may be ordered to be sold as upon execution to satisfy said plaintiffs mortgage indebtedness, from said Adaline Baird and William Baird and the judgment by said plaintiff to be obtained, and that he may have execution for the balance, and for costs, and all proper relief in the premises.

John B. Coats

Attorney for Plaintiff.

The State of Ohio  
Union County S. S.

Moses Baird, the plaintiff, being sworn says, that he believes the facts stated and the allegations in his foregoing petition to be true.

Moses Baird.

Sworn to by the said Moses Baird before me and signed by him in my presence, this 17<sup>th</sup> day of May, 1890.

R. M<sup>r</sup>. Croy, Clerk

To the Clerk:

Issue Summons upon the petition in the above case, to the defendants to the Sheriff of Union County, Ohio, returnable according to law. Indorse: Judgment <sup>and</sup> Foreclosure of Mortgage Amount claimed \$778.<sup>60</sup> with interest on \$178.<sup>64</sup> from the first day of April 1886 to the 25<sup>th</sup> day of June, 1886, and interest on \$133.<sup>64</sup> from the 25<sup>th</sup> day of June, 1886; and interest on \$171.<sup>68</sup> from the first day of April, 1887, and interest on \$164.<sup>72</sup> from the first day of April 1888; and interest on \$157.<sup>76</sup> from the first day of April 1889; and interest on \$150.<sup>80</sup> from the first day of April 1890. May 17<sup>th</sup>, 1890.

John B. Coats, Atty. for Plt.

Summons

Afterward, on the 17<sup>th</sup> day of May, 1890 a Summons was issued by the Clerk of Court, indorsed, to wit:

5996

State of Ohio  
Union County

Summons

You are hereby commanded to notify Adaline Baird and William Baird, her husband, they have been sued by Moses Baird in the Court of Common Pleas of Union County, and must answer by the 14<sup>th</sup> day of June, 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 26<sup>th</sup> day of May, 1890.

Witness my hand and the seal of said Court, this 17<sup>th</sup> day of May, A. D. 1890.

Seal

R. M<sup>r</sup>. Croy, Clerk

Indorse  
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Indorsed: Action for Judgment and Foreclosure of Mortgage. Amount claimed \$778.<sup>60</sup> with interest on \$178.<sup>60</sup> from April 1<sup>st</sup>, 1886 to June 23<sup>rd</sup>, 1886; and on \$133.<sup>67</sup> from the 23<sup>rd</sup> of June 1886; and interest on \$171.<sup>68</sup> from April 1<sup>st</sup>, 1887, and interest on \$164.<sup>22</sup> from April 1<sup>st</sup>, 1888; and interest on \$157.<sup>26</sup> from April 1<sup>st</sup>, 1889; and interest on \$150.<sup>80</sup> from April 1<sup>st</sup>, 1890.

And on the 27<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:

Sheriff's Return  
State of Ohio  
Union County

Sheriff's Return

|        |                |         |
|--------|----------------|---------|
| 3-9-96 | Ser. of Return | \$ 45   |
|        | Adal. Wfts     | 15      |
|        | mileage        | 1 60    |
|        | Copy           | 50      |
|        | Total          | \$ 2 70 |

Received this Writ May 17<sup>th</sup>, 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 19<sup>th</sup> day of May, 1890.  
Thomas Martin, Sheriff.

Entry

5-9-96

Moses Baird  
vs  
Adaline Baird

Journal 15, Page 448

Afterward, on the 4<sup>th</sup> day of December, 1890, an Entry was made on the Journal by the Clerk of Court, to wit:

This day came the plaintiff by his attorney, and submitted this cause to the Court, the defendants being in default for want of answer or demurrer to the plaintiff's petition whereupon this cause came on to be heard upon the petition of the plaintiff, exhibits, and testimony, and the Court being fully advised in the premises, do find that there is due to the plaintiff, Moses Baird, from the defendants, Adaline Baird and William Baird, on the promissory notes of the defendants over due, on the filing of this petition, in manner and form as the plaintiff in his petition hath alleged, the sum of eight hundred and ninety-six dollars and fourteen cents, being the amount found due as aforesaid, including interest to the first day of this term of Court.

Therefore it is considered ordered and adjudged by the Court that the plaintiff recover of the defendants the said sum of eight hundred and ninety-six dollars and fourteen cents, the sum so found due as aforesaid, together with his costs in this behalf expended taxed to --- \$ --- and cents.

The Court further find that to secure the payment of said promissory notes that were past due at the time of the filing of the plaintiff's petition, together with the other notes mentioned and described in said petition not yet due with one other note that has been fully paid, that the said defendants Adaline Baird and William Baird who is the husband of the said Adaline Baird joining in the granting part thereof, executed and delivered to the said Moses Baird

the plaintiff, their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Vol. 20, Page 601 of the Records of mortgages of Union County, Ohio, and is the first and best lien on the premises described in the petition as follows: to-wit:

Situate in the County of Union, in the State of Ohio and in the Virginia Military Survey N<sup>o</sup>: 3487, and bounded and described as follows:

Beginning at a stake in the center of the Buchner and Gibson road and the north-west corner of a 40 acre tract heretofore sold to Moses Wolford: thence with the center of said road S. 56° - W. 75.16 poles to two stakes side by side in the center of said road: thence S 33 1/4° - E. 118 poles to the center of said N. Y. P. & C. R. R. track, witness a stake 3 3/4° - W. 57 links in the line of the railroad fence N. 38° - E. 81.12 poles to a point in the center of said R. R. track, witness a stone bears N. 33 1/4° - W. in the line of the R. R. fence: thence 3 3/4° - W. 93 1/2 poles to the beginning, containing 50 acres, excepting therefrom as much therefrom as conveyed to said railroad Company.

It is therefore considered, ordered and adjudged by the Court that unless the defendants Adaline Laird and William Laird shall within ten days from the entry of this decree, pay, or cause to be paid to the Clerk of this Court, the costs of this case, and to the plaintiff herein the sum so found due as aforesaid with interest from the 3<sup>rd</sup> day of November, 1890, according to the terms of said mortgage and notes aforesaid over due, the defendants equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefore to the Sheriff of Union County, Ohio directing him to sell said premises as upon execution and bring the proceeds into Court for further order thereon.

And this cause coming on to be further heard on said petition and it appearing to the satisfaction of the Court, by the evidence produced in open Court, on the trial thereof, that the said plaintiff Moses Laird executed and delivered to the said Adaline Laird, a defendant herein, a deed in fee-simple for the mortgaged premises in said petition described in manner and form as said plaintiff in his said petition hath alleged, and at the time therein alleged, and that said deed was accepted by said defendant, and that said deed is still held by her and is unrecorded.

It is therefore ordered by the Court in this behalf, that the said Adaline Laird a defendant as aforesaid produce said deed and surrender the same into this Court, on the first day of the next term thereof for further order thereon and in relation thereto, and as to all other matters and things connected with this order in relation to said deed and the producing of the same in Court this order stands continued.

Order of Sale 5996

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To the Clerk:

Issue an Order of Sale in the above entitled case to the Sheriff of Union County, returnable according to law.

John B. Coats,

Attorney for Plaintiff.

December 23<sup>rd</sup>, 1890

Order of Sale

Afterward, on the 23<sup>rd</sup> day of December, 1890, an Order of Sale was issued by the Clerk of Court, to wit:

The State of Ohio,

5996

Union County, S.S.

To the Sheriff of said County. Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 4<sup>th</sup> day of December, 1890, Moses Baird obtained a Judgment and decree against Adaline Baird and William Baird for the sum of eight hundred and ninety six and  $\frac{17}{100}$  dollars, and eleven and  $\frac{69}{100}$  dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Adaline Baird and William Baird within ten days from the 4<sup>th</sup> day of December, 1890, pay unto the said Moses Baird the sum of eight hundred, ninety-six  $\frac{17}{100}$  dollars, with interest from the 3<sup>rd</sup> day of November, 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 proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition &c.

And whereas, the ten days aforesaid have fully expired, and the said sum of eight hundred ninety-six  $\frac{17}{100}$  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 V. M. Survey N: 3487. Beginning at a stake in the center of the Buckner and Gibson road and the north-west corner of a 40 acre tract heretofore sold to Moses Wolford: thence with the center of said road S 56° - W. 75-16 poles to two stakes side by side in the center of said road: thence S. 33 $\frac{1}{2}$ ° - E. 118 poles to the center of the N. Y. P. & O. R. R. track, witness a stake 33 $\frac{1}{2}$ ° - N. 57 links in the line of the railroad fence N. 38° - E 81-12 poles to a point in the center of said R. R. track, witness a stone bears N 33 $\frac{1}{2}$ ° W. in the line of the R. R. fence: thence N. 33 $\frac{1}{2}$ ° - W. 93 $\frac{1}{2}$  poles to the beginning containing 50 acres.

Excepting therefrom as much therefrom as conveyed to said Rail Road Company.

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 23<sup>rd</sup> day of December, 1890.

R. M. Croy, Clerk

By W. M. Winget, Deputy.

Seal

Sheriff's Return

And on the 2<sup>nd</sup> day of February, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

5996

|                   |         |
|-------------------|---------|
| The State of Ohio |         |
| Union County, ss  |         |
| Service           | \$ 45   |
| Devy              | 40      |
| Sum. Apprs.       | 20      |
| Swear. " "        | 25      |
| Writing Appl.     | 30      |
| Copy of " "       | 30      |
| Notice to Plr.    | 30      |
| Affidavit to "    | 30      |
| Writing Notice    | 30      |
| Mileage           | 1 60    |
| Total             | \$ 5 40 |
| Appraisers' Fee   | \$ 3 00 |
| Printers Fee      | \$ 3 50 |

Sheriff's Return.  
 Received this writ the 23<sup>rd</sup> day of December, 1890 and on the 29<sup>th</sup> day of December, 1890, I called an inquest of O. B. Eaton, Joshua Nowille and D. W. Blime 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: \$24<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 31<sup>st</sup> day of January, 1891, 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 then and there struck off, and sold the same to Moses Waid for the sum of eight hundred (\$800<sup>00</sup>) he being the highest bidder therefor, and the sum bid being two thirds of the appraised value.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 10<sup>th</sup> day of February, 1891, Proof of Publication was filed with the Clerk of Court, to wit:

Moses Waid  
Or  
Adaline Waid et al

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

5996

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By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, January 31, 1891, at or about the hour of one o'clock P. M. on said, the following described real estate, to wit: Situated in the Township of Liberty County of Union, and State of Ohio, and bounded and described as follows: In V. M. Survey N<sup>o</sup> 3487. Beginning at a stake in the center of the Buckner and Gibson road, and north-west corner of a forty (40) acre tract heretofore sold to Moses Wolford; thence with the center of said road S. 56° - N. 75. 16 poles to two (2) stakes side by side in the center of said road; thence S. 33 1/2° - E. 118 poles to the center of the N. Y. P. & O. Railroad track, witness a stake 33 1/2° - N. 57 links in the line of the Railroad fence N. 38° - E. 81 1/2° poles to a point in the center of said railroad track, witness a stone bears N 33 1/2° - N. in the line of the railroad fence; thence N. 33 1/2° - N. 93 1/2 poles to the beginning, containing 50 acres, excepting therefrom as much therefrom as conveyed to said Railroad Company.

Appraised at \$ - - per acre. Term of Sale, Cash.

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 December 31<sup>st</sup>, 1890.

W. O. Shearer.

Sworn to and subscribed before me, this 10<sup>th</sup> day of

February 1891.

Seal

R. M<sup>o</sup> Gray, Clerk of Court.

Entry

5996 Afterward, on the 4<sup>th</sup> day of March, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

Moses Laird

vs

Adaline Laird et al

Journal 15, Page

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under a 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 Moses Laird by deed in fee simple, the lands and tenements so sold, and a writ of possession is awarded to put said purchaser in

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possession. And this cause thereupon coming on to be further heard of and concerning the application of the proceeds of said sale, and the Court being fully advised in the premises find that the plaintiff Moses Laird being the purchaser at said sale, and that said real estate sold for the sum of eight hundred dollars, leaving still due on said plaintiffs judgment the sum of \$96.<sup>14</sup> with interest thereon from the 3<sup>d</sup> day of November, 1890.

It is therefore by the Court ordered that after the payment of the costs of the proceedings heretofore accrued herein taxed to \$- - and - - cents, the balance of said purchase money be applied on said judgment and for the amount of the unpaid balance including costs aforesaid, amounting in the aggregate to - - \$ and - - cents, said plaintiff is awarded execution against the defendants.

And as to the four several notes set forth in the petition of said plaintiff not yet due, and all other matters and things in this case not heretofore and herein disposed of, this cause is continued for further proceedings thereon and in relation thereto in pursuance of law.

Attest  
M. C. Croly  
Clerk

April 19<sup>th</sup> 1897: The following entry was filed in the Clerk's Office to-wit

95996 Moses Laird et al Plaintiff | In the Court of Common Pleas, Union County, Ohio.  
Entry 95 | Entry

Adaline Laird et al. Defendants  
Upon it being suggested to the Court that Moses Laird has died since the commencement of this action; John N. Laird administrator of said Moses Laird, deceased is substituted for said Moses Laird the Plaintiff herein,

95996 John N. Laird Adm. of | Filed Sept 9<sup>th</sup> 1897  
Moses Laird Plaintiff | Union County Ohio Court of Common Pleas  
Entry 95 | Entry

Adaline Laird et al; Defs  
On Motion leave is granted plaintiff to file a Supplemental Petition herein within 30 days

95996 John N. Laird Adm. | Filed Sept 11<sup>th</sup> 1897  
of Moses Laird Pth | Union County Ohio  
Supplemental | Court of Common Pleas  
Petition 95 | Supplemental Petition

On the 25<sup>th</sup> day of January, 1896, letters of Administration on the estate of Moses Laird theretofore deceased, intestate, were by the Probate Judge of Union County Ohio, duly issued to said John N. Laird, who thereupon duly qualified and entered upon the duties of said office, and afterward to-wit on the 19<sup>th</sup> day of April, 1897, he was as,

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Said Administrator substituted for said Moses Baird as plaintiff herein,

First Additional Cause of Action

The defendants Adaline Baird and William Baird, are indebted to plaintiff as such Administrator, in addition to the amount claimed to be due in the petition herein the sum of \$148.24 which he claims, with interest from the 1st day of April 1891, upon a Promissory Note of which the following is a copy.

On or before the first day of 1891, we promise to pay Moses Baird or order \$148.24  
Value received

Adaline Baird  
William Baird

There are no credits or endorsements on said Note. Said Note is one of those mentioned in the petition herein as not being due at the time of the filing of said petition, and upon which judgment was not asked

Second Additional Cause of Action: The defendant Adaline Baird, and William Baird, are indebted to plaintiff as Administrator aforesaid in the additional sum of \$136.58, which he claims with interest from the first day of April, 1892, upon another Promissory Note of which the following is a copy

On or before the first day of April 1892, we promise to pay Moses Baird or bearer \$136.58. Value received

Adaline Baird  
William Baird

For Continuation of this record see page 585

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 February, to-wit, on the 7th day of February in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 2nd day of December, 1890, Margaret Woolard filed in the Clerk's office in said Court of Common Pleas the following Petition against William C. Woolard et al. to-wit:

Petitioner

Margaret R. Woolard  
vs  
William C. Woolard  
John Woolard  
Anna Woolard

6113

Court of Common Pleas  
Union County, Ohio.

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona-fide residence in the said County of Union. On or about the 14th of October, A. D. 1880, at Franklin County, Ohio, she was married to the defendant. The following children were born of such marriage, to-wit: Bessie R, a daughter aged nine years; Pearlle C. a son aged seven years.

Defendant was on the 20th day of December, 1889

guilty of extreme cruelty towards the plaintiff in this that he violently struck the plaintiff, knocking her out of the door and down on the ground. And on the day of June, 1890, he slapped the plaintiff violently in the face. And for the year last prior to leaving her he was in the habit of swearing at and otherwise abusing her with vile language and distressing her by saying he intended to separate from her, and intended to live with her only till he could dispose of his stock and convert the same into money. (He was then engaged in farming and possessed of considerable live stock and farming property)

And by saying he intended to get a divorce from her and go to California &c. The said cruelty and abuse were continued until the 16<sup>th</sup> of October 1890, when in disregard of his marital duties he wilfully left and abandoned the plaintiff, saying he did not intend to return or live with her anymore, and left her without provisions or supplies.

He had on the 14<sup>th</sup> of October, 1890, sold off all his personal property, including their only cook stove and nearly all their furniture and converted the same into money amounting to \$76.40<sup>00</sup> cash which he took with him except \$10<sup>00</sup> which he left for her, and a horse of the value of \$75<sup>00</sup> which he left with his mother, the defendant, Anna Woolard of said County, who still has said horse.

Defendant has for more than a year last past been guilty of gross neglect of duty and extreme cruelty in this, that he has failed to provide plaintiff with the common necessaries of life and wilfully neglected the same, so that plaintiff was compelled to work out in the field at work unsuited to her sex or strength, such as driving team cutting and husking corn, mowing away hay &c. in order to supply herself with such necessaries, and compelled her to rely on very small amounts he would allow her from time to time for such labor, and on her marketing of butter, eggs &c. for all her wants, while defendant was an able bodied man and earning amply sufficient to decently support his wife and children, but wilfully threw the burden thereof on the plaintiff.

He has provided nothing for the support of his family since October 16<sup>th</sup>, except said ten dollars, and plaintiff is wholly without means of support for herself and family.

Plaintiff has called on her said husband since his departure from her and asked him to perform his duties as a husband but he wholly refuses to receive her as a wife and says he will not provide anything further for her and she must not look to him for any further assistance and must support the children herself.

Defendant is possessed of about \$900<sup>00</sup> the proceeds of his said sale and has gone into the butchering business

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at n: 270 South High Street, Columbus, Ohio, and has the said horse at his mother's, the defendant, Anna Woolard, and the foregoing is all the property of his that plaintiff has any knowledge. He disposed of his property at said sale and delivered said horse to his mother and removed from her and this County in order to deprive her of her rights therein in the way of alimony and threatens to wholly deprive her of all or any benefit thereof and allow her no part thereof but \$75<sup>00</sup> which he proposes to give her when she gets a divorce, and unless restrained by the injunction of the Court he will make away with and dispose of said property for his own exclusive personal use and so as to prevent plaintiff or his children from any benefit or alimony out of it.

Wherefore plaintiff asks that an allowance of alimony pending this suit may be made to her by the Court for her sustenance and expenses and the support of said minor children, and an injunction against the said William C. Woolard restraining him from disposing of any of his said property, the said horse or the said means and property in said butchering business or any of the proceeds of said sale yet remaining under his control, and from interfering with her in the custody of her children, and prays that she may be divorced from the defendant William C. Woolard and that she may be decreed to have reasonable alimony, the custody of said children and such other relief as is proper.

Margaret R. Woolard  
By P. B. Cole <sup>4d</sup> Son, Plaintiff's Attorney.

To the Clerk:  
Issue Summons and copy of Petition to Sheriff of Franklin County, Ohio, returnable according to law.  
P. B. Cole & Son, Plf. Atty.

Afterward, on the 2<sup>nd</sup> day of December, 1890, an Affidavit was filed with the Clerk of Court, to wit:  

|                                                                                                                   |                       |
|-------------------------------------------------------------------------------------------------------------------|-----------------------|
| Affidavit<br>6113<br>Margaret R. Woolard<br>vs<br>William C. Woolard et al<br>State of Ohio,<br>Union County S.S. | Court of Common Pleas |
|-------------------------------------------------------------------------------------------------------------------|-----------------------|

Personally appeared the said Margaret R. Woolard, who being duly sworn says that said defendant William C. Woolard has about \$900<sup>00</sup> invested in business at Columbus Ohio, and has a horse valued at \$75<sup>00</sup> in the possession of Mrs. Anna Woolard on the farm

of John Woodard about three miles west of Richmond, and which he left in the possession of said Mrs. Anna Woodard, and that said means are the product of property disposed of by him for the fraudulent purpose of depriving her of her alimony, and to prevent her from obtaining the same for her use in support of herself and three children, and he says he will do nothing for their support.

And affiant says he threatens and that unless he is restrained by the injunction of this Court he will dispose of said property and means and put the same beyond her reach for the purpose of alimony, and she further saith not.

Margaret Woodard.

Sworn to and subscribed before me this 1<sup>st</sup> day of December, 1890.

N. C. Malin, J. P.

Summons

6113 Afterward, on the 16<sup>th</sup> day of December, 1890, a Summons was issued by the Clerk of Court, indorsed to wit:

The State of Ohio  
Union County, ss

To the Sheriff of Franklin County.

You are commanded to notify William C. Woodard that Margaret R. Woodard has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect of duty, and asking that she be divorced from him, and that she be granted reasonable alimony and custody of children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 15<sup>th</sup> day of December A. D. 1890.

Witness my signature as Clerk of our Court of Common Pleas, and the seal of said Court, at Marysville, Ohio, this 2<sup>nd</sup> day of December, 1890.

Seal

R. M. Leroy, Clerk.

By W. M. Winger, Deputy.

Indorsed: Action for Divorce, alimony, and custody of children.

Sheriff's Return

6113 And on the 19<sup>th</sup> day of December, 1890, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows, to wit:

|         |        |
|---------|--------|
| Service | \$ 30  |
| Copy    | 20     |
| Mileage | 80     |
| Docket  | 25     |
| Postage | 04     |
| Total   | \$ 159 |

Received 9 o'clock A. M. on the 4<sup>th</sup> day of December, A. D. 1890, and on the 5<sup>th</sup> day of December, A. D. 1890, I served the same by personally handing to William C. Woodard, a true copy thereof together with a certified

copy of

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copy of the petition for divorce in this case.

Brice W. Custer, Sheriff  
By W. W. Stummons, Deputy.

Afterward, on the 3<sup>rd</sup> day of December, an Entry was made on the Journal by the Clerk of Court, to wit:

Entry Margaret R. Woodard

Journal 15, Page 441.

6113 William C. Woodard

An application of the plaintiff herein and until the further order of the Court a restraining order is allowed in this case as prayed for in the petition without bond restraining the defendant William C. Woodard from disposing of the proceeds of his sale made October 14<sup>th</sup>, 1890, remaining in his hands or under his control, or the means and property he has in his bootlegging business at 8240 South High Street, Columbus, Ohio, or the horse left by him with his mother Anna Woodard, defendant about October 16<sup>th</sup>, 1890, being any property described in the petition remaining in his possession or under his control or invested in business by him.

Approved:

John A. Price, Judge.

Entry

6113

Afterward, on the 16<sup>th</sup> day of December, 1890, an Entry was made on the Journal by the Clerk of Court.

Margaret R. Woodard

Journal 15, Page 545.

Or  
William C. Woodard

At Chambers on this 11<sup>th</sup> day of December, 1890, it is ordered on the application of plaintiff, and on being satisfied that notice thereof has been given, and that she is entitled, that fifty dollars be allowed and paid by the defendant to the plaintiff or her attorney within one day, the sum of fifty dollars, as and for provisional alimony, and that in default of payment thereof, execution issue against the defendant therefor.

It is further ordered that the plaintiff have the use of the household furniture not sold by him at his said sale stated in the petition, during the pendency of this suit; and the said William C. Woodard is hereby enjoined from interfering with or disturbing her in the possession and use thereof.

John A. Price,

Judge of Common Pleas Court.

Entry

6113

Afterward, on the 14<sup>th</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of Court.

Margaret R. Woodard

Journal 15, Page 471.

Or  
William C. Woodard

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

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

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Margaret R. Woodard and William C. Woodard, be, and the same hereby is dissolved and both parties released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be until further order confided to the said William C. Woodard exclusively.

But is hereby ordered that the said plaintiff Margaret R. Woodard have the privilege of visiting said children twice each week on Tuesdays and Fridays between the hour of 3 1/2 & 5 o'clock P. M. and any violation of this privilege by either party may be reported to this Court.

And it is further ordered and adjudged that the said plaintiff do have possess and enjoy as and for alimony the following personal property with the right to use, sell or dispose thereof at her pleasure, to wit: All her wearing apparel and all the household and kitchen furniture now in the possession of said plaintiff or situated in her dwelling.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of two hundred dollars (in addition to the provisional alimony heretofore allowed) payable in cash within one day from the date of this order and in default of any such payment for three days execution is allowed to issue therefor.

It is further ordered that the plaintiff pay the costs herein taxed to --- \$ within five days or that execution be allowed to issue therefor.

Attest  
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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 February, to-wit, on the 9<sup>th</sup> day of February, in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 6<sup>th</sup> day of January, 1890 Ellen Robinson filed in the Clerk's office of said Court of Common Pleas the following Petition against Lemuel Robinson, to-wit:

|                                                              |                                              |
|--------------------------------------------------------------|----------------------------------------------|
| Petition<br>5-909<br>Ellen Robinson<br>vs<br>Lemuel Robinson | Court of Common Pleas<br>Union County, Ohio. |
|--------------------------------------------------------------|----------------------------------------------|

Plaintiff has been a resident of the State of Ohio, for the year last past, and has a bona-fide residence in the said County of Union. That on or about the -- day of May, 1871, she was married to the defendant. The following children were born of such marriage: Ettie Robinson age 13 years; Samuel B. Robinson age 10 years; Henry B. Robinson age 8 years; Calvin Robinson age 4 years; John M. Robinson age 2 years.

That on or about December 5<sup>th</sup>, 1888 defendant was guilty of extreme cruelty towards this plaintiff in this that said defendant kicked this plaintiff and caught her and held her bruising her arms and wrists so as to cause them to become discolored and used indecent language to her calling her names.

Second Cause of Action:

Defendant has been guilty of gross neglect of duty in this, that he refused to furnish her with the necessaries of life and at diverse times has ordered her to leave home and told her to go, that he did not want to live with her, and on the 26<sup>th</sup> day of December, 1888 said defendant ordered this plaintiff to leave his house and told her he would not provide for her in any way, that he would not live with her any longer, and that plaintiff had no money or means of her own and had no relations able to furnish her with means to live on and had to go among strangers or among her people and to depend on her own exertions and the charity of strangers to live on; that she has one child two years old with her; that after said defendant started away said defendant went to his house and gathered up a few clothes and brought some to the house of a neighbor where plaintiff was stopping, and threw them in on the floor and went away; that a few days before plaintiff went away from defendant that he made an agreement with this plaintiff that if she would sign a deed for 13 acres of land

that he would pay her the amount of \$104<sup>00</sup> that said plaintiff had inherited from her fathers estate and had given to this defendant, but when she had signed said deed he refused to give her any money but told her now she could go, that he was going to get a divorce in the Spring and that she could not have anything, and that said plaintiff has been compelled to go among her relatives to live none of whom are able to care for her and she is compelled to depend on her own exertions for support.

Plaintiff says that defendant has 15 acres of land that is reasonably worth \$750<sup>00</sup>, and that the 13 acres he got her to sign a deed for was reasonably worth \$650<sup>00</sup> and that he had personal property worth \$350<sup>00</sup> making sum total \$1750<sup>00</sup>, all of the property both real and personal being in said County of Union. Said plaintiff further says that she gave this defendant \$104<sup>00</sup> in 1881 or 1882 of her own personal money and the same was put into the lands above referred to. Plaintiff asks that said deed signed by her be set aside and that her interest in the same be protected and that she be decreed reasonable alimony to prepare this suit for the next term of Court and for her support and that she may be decreed the money she furnished this defendant, to wit: and interest at 6% from April 1881; that she may be divorced from this defendant and be restored to her maiden name, Ellen Robinson, and that she may be decreed to have reasonable alimony out of the property of said defendant, and the custody of Ettie Robinson and John M. Robinson children, and that the defendant Samuel Robinson be enjoined from disposing of said property in the mean time and for all proper relief.

W. D. Hoopes,

Attorney for Plaintiff.

State of Ohio,  
Union County ss.

Ellen Robinson, being first sworn says the facts stated in the foregoing petition are as she believes true.

Ellen Robinson.

Sworn to before me this 6<sup>th</sup> day of January, 1890<sup>ad</sup> signed in my presence.

Seal

R. M<sup>r</sup> Leroy, Clerk of Courts.

Order of Ellen Robinson  
Injunction vs.  
Samuel Robinson

Before the Probate Judge.

And now, on this sixth day of January, 1890, came the plaintiff by W. D. Hoopes her attorney; and it being made to appear that there is at this time no common Pleas, Circuit or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff Ellen Robinson and the affidavit therein filed, and after hearing the argument

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of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be and the same hereby is allowed in this case to restrain the said defendant from disposing of the property in this petition described, as prayed for in said petition of plaintiff. It is further ordered that the clerk of the Court of Common Pleas issue Summons in this case, endorsed injunction allowed. No Bond required.

Seal

L. Olper, Probate Judge.

Summons

Afterward, on the 7<sup>th</sup> day of January, 1890, a Summons was issued by the clerk of Court, to wit:

5909

The State of Ohio.

Union County, S.S. To the Sheriff of Union County.

You are commanded to notify Samuel Robinson that Ellen Robinson has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, (a true petition of which is herewith delivered to you to be served on him) charging him with cruelty, and asking that she be divorced from him, and that alimony be allowed her and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 20<sup>th</sup> day of January, A. D. 1890.

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 7<sup>th</sup> day of January, 1890.

Seal

Sheriff's Return

And on the 11<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, to wit:

5909

Received 8 o'clock A. M. on the 7<sup>th</sup> day of January 1890, and on the 7<sup>th</sup> day of January, 1890, I served the same by delivering a true copy thereof with the endorsements thereon together with a certified copy of the petition to the within named Samuel Robinson, defendant.

Thomas Martin, Sheriff.

Answer

Afterward, on the 18<sup>th</sup> day of January, 1890, an Answer was filed with the clerk of Court, to wit:

5909

Ellen Robinson

Or

Samuel Robinson

Court of Common Pleas Union County, Ohio.

Now comes Samuel Robinson the defendant and for his answer to the plaintiff's petition says that it is true and he admits that the plaintiff and defendant were married near the time mentioned in the plaintiff's petition and that they lived together as husband

and wife for the last past 20 years, that they also were the parents of 8 children, three of which is dead and five living, and ages and names as set forth in the plaintiff are correct except the name of Henry B. Robinson age 8 years now living and a son of said plaintiff and defendant and that she took one child with her of the age of 2 years; that all and everything in plaintiffs petition other than the above is untrue and the defendant denies each and every other allegation.

The defendant further says that the plaintiff has left his house and bed and taken with her the 2 years old child mentioned in the petition; that she went away against defendants wish, that at the time she went the defendant insisted on her staying at home to which she refused to obey; that when defendant found that plaintiff was bound to leave and did start away he gave her money and clothes to support her and the child; that ever since he has been furnishing her and the child with flour meat, milk &c. He further says that the plaintiff has lost all affection for defendant, so much so that will not suffer him to be in her presence; that she has been enticed away from her home by one J. F. Field; that she is guilty of carnal intercourse with said Field at divers times and divers places in the last past two years or over. The defendant says he has never treated plaintiff with any cruel means, that he has always provided in a plentiful way for said plaintiff and children, and has always been a kind father and husband; now asks that he may be discharged from any liability.

Samuel Robinson.

Sworn to by Samuel Robinson and signed in my presence this 18<sup>th</sup> day of January, A. D. 1890.

Seal

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

Answer

Afterward, on the 12<sup>th</sup> day of February, 1890, an Answer was filed with the Clerk of Court, to wit:

5-909 Ellen Robinson

vs.

Court of Common Pleas, Union County, Ohio.

Samuel Robinson

The said defendant admits the marriage alleged in plaintiffs petition, and that they had children as alleged of whom five are living, to wit: Ettie Robinson, Samuel B. Robinson, Henry Clay Robinson, Calvin Robinson and M. J. Robinson who are living; that he denies all the other allegations of said petition and says he has at all times conducted himself as a kind and faithful husband but the plaintiff became alienated from the plaintiff by reason of an improper intimacy between her and J. F. Field an unmarried man with whom she before and since her said departure from defendant she has held improper inti-

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macy and by reason of which she has ceased to be to defend-  
ant a faithful wife and her departure from defendant  
was of her own wrong and not the wrong of the defendant.

That since the filing of said petition the said  
plaintiff and defendant settled between themselves all  
claim she makes in her petition for support and alimony  
and on the 10<sup>th</sup> of January, 1890, they executed a written  
agreement of such settlement in the words and figures fol-  
lowing, to wit:

Ellen Robinson | Court of Common Pleas,  
vs | Union County, Ohio,  
Benjamin Robinson | Suit for Divorce and Alimony.

January 10<sup>th</sup>, 1890, Received of Benjamin Robinson  
defendant, in full and to my full satisfaction all the ali-  
mony and other relief due me and asked for by me in  
the above entitled action.

"Ellen Robinson."

Witness: Mary L. Wells.  
The State of Ohio,  
Union County, S.D.

Benjamin Robinson being duly sworn deposes  
and says he believes the allegations of the foregoing answer  
are true.

"Benjamin Robinson"

Sworn to before me and signed in my presence this  
12<sup>th</sup> of February, 1890.  
Seal R. M. Croy, Clerk of Court.

Amended  
Answer

Afterward, on the 4<sup>th</sup> day of March, 1890, an Amended  
Answer was filed with the Clerk of Court, to wit:

5909 Ellen Robinson | Court of Common Pleas,  
vs | Union County, Ohio,  
Benjamin Robinson |

The said defendant in addition to the alle-  
gations of his answer filed in this case says the plaintiff  
has become alienated from him by an improper intimacy  
with J. F. Fields an unmarried man and has been guilty  
of carnal intercourse with him in the month of December  
1889, about the 15<sup>th</sup> and at divers times before that date  
continuing for over two years before that and at divers  
times since and for this cause she is not entitled divorce  
but the plaintiff is entitled to divorce and the custody  
of his children and he asks divorce and and the custody  
of his children.

Robinson and Woodburn, Attorneys for Defendant.  
Benjamin Robinson, being duly sworn says he believes the  
allegations of the foregoing answer and cross-petition are  
true.

Benjamin Robinson

Sworn to before me and signed in my presence  
March 4<sup>th</sup>, 1890.

Seal

A. M. Leroy, Clerk of Court.

Entry

5909 Afterward, on the 23<sup>rd</sup> day of October, A. D. 1890, an Entry was made on the Journal by the Clerk of Court, to wit:

Ellen Robinson

vs

Samuel Robinson

Journal 15, Page 395

This day this cause came on for hearing at Chambers upon the motion of plaintiff for allowance of alimony pendente lite; upon consideration whereof it is ordered that the defendant, within twenty (20) days from this date pay to the plaintiff the sum of \$50<sup>00</sup>, which sum shall be a credit on the note of \$80<sup>00</sup> which plaintiff holds against the defendant, and in default of payment of said sum execution shall issue therefor as upon judgments at law.

Done at Chambers this 23<sup>rd</sup> day of October, A. D. 1890.

John A. Price, Judge.

Entry

5909 Afterward, on the 21<sup>st</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

Ellen Robinson

vs

Samuel Robinson

Journal 15, Page 483

Now come the parties herein, and thereupon this cause come on for hearing on the petition of the plaintiff, the answer and cross-petition of the defendant, and the evidence, on consideration whereof the Court find that the parties were married as stated in the petition.

The Court further find that the defendant has not been guilty of the neglect and misconduct as charged in the petition but has in all respects conducted himself as a good and faithful husband, and the said petition is therefore dismissed.

And thereupon this cause come on to be heard on the cross-petition of the said defendant and the evidence, on consideration whereof the Court find that the plaintiff has been guilty of gross neglect of duty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Ellen Robinson and Samuel Robinson be, and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody care, education and control of the said Ottilie Robinson, Samuel B. Robinson, Henry C. Robinson and Calvin Robinson, children of the parties hereto, be until further order confided to the said Samuel Robinson, father of said children, exclusively. But is further ordered that Ellen Robinson

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their mother have the privilege of visiting said children at reasonable times, and any violation of this privilege by either party may be reported to this Court.

It is also ordered that the custody, care, education and control of the said child John M. Robinson of the parties hereto be, until further, - confided to the said Ellen Robinson its mother exclusively. But said Denuel Robinson its father shall have the privilege of visiting said child at reasonable times and any violation of this privilege by either party may be reported to this Court.

It is further ordered and adjudged that the said defendant pay to plaintiff balance due note executed by said defendant to said plaintiff on or about 10 days of January 1890 calling for eighty dollars upon which is paid fifty dollars as her reasonable alimony in money.

It is further considered by the Court that the said defendant pay the costs herein expended - -

Attest  
R M Crony  
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of February, to-wit, on the 9<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit on the 3<sup>rd</sup> day of March, 1890, John Temple filed in the Clerk's office of the said Court of Common Pleas the following Petition against Benjamin D. Evans et al, to-wit:

Petition John Temple  
vs  
Benjamin D. Evans  
Anna C. Evans

Court of Common Pleas,  
Union County Ohio.

For cause of action against said defendants the plaintiff says that on the 1<sup>st</sup> of May, A.D. 1878 he purchased of the said Benjamin D. Evans and Anna C. Evans the following piece or parcel of land situate in the township of Washington, County of Union and described as follows: Being one acre and 150 poles in the north-east corner of the survey occupied by said parties and all of said survey on the east side of the Marysville and Kenton State road in Washington Township Union County Ohio for which he was to pay the sum of \$40<sup>00</sup> per acre, and did pay on said first day of May the sum of fifty dollars. The receipt for which is in writing and signed by said

parties as so much paid upon said land sold. By the terms of said agreement, a copy of which is hereto attached said deed for said lands was to be executed within twenty days from the making of said agreement and was to be a good and sufficient General Warranty Deed.

Said plaintiff further says that he has paid for said lands in full and has complied with his contract in full on his part, and that the defendants have wholly failed and neglected to execute and deliver said deed as by the terms of their said agreement they were bound to do, although often requested so to do and which they have often promised to do.

Plaintiff therefore prays that upon the final hearing of said case the Court order said defendants to execute and deliver to the plaintiff their deed of General Warranty for said above described real estate by a day to be named by the Court or in default thereof the decree of said Court be held to stand in lieu of said deed against said parties and all persons whomsoever and for all proper relief in the premises.

J. M. Kennedy, Attorney for Plaintiff.

The State of Ohio,  
Union County ss.

John Temple, being duly sworn deposes and says the facts stated and allegations of the foregoing Petition are as he believes true.

John <sup>his</sup> H. Temple.

Sworn to and subscribed <sup>marked</sup> by the said John Temple before me this the 3<sup>d</sup> day of March, A. D. 1890.

Matthew Lingrel, J. P.

Summons

Afterward, on the 6<sup>th</sup> day of March, 1890, a Summons was issued by the Clerk of Court, to-wit:

5-952

The State of Ohio  
Union County, ss.

To the Sheriff of said County:

You are hereby commanded to notify Benjamin D. Evans and Anna B. Evans that they have been sued by John Temple in the Court of Common Pleas of said Union County, and that unless they answer by the 5<sup>th</sup> day of April, 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.

Summons

You will make due return of this summons on the 17<sup>th</sup> day of March, A. D. 1890.

5-952

Witness my hand and the seal of said Court, this 6<sup>th</sup> day of March, 1890.

Seal

R. M. Croy, Clerk.

Endorsed: "Action for Equitable Relief."

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And on the 17<sup>th</sup> day of March, 1890, the Sheriff of said County returned said writ to the clerks office in said County, which return is as follows:

|         |       |
|---------|-------|
| Service | \$ 45 |
| Mileage | 3 20  |
| Copies  | 40    |
| Total   | 4 05  |

The State of Ohio  
 Union County ss. Sheriff's Return.  
 Received this writ March 6<sup>th</sup>, A. D. 1890,  
 at 10 o'clock A. M. and pursuant to its command  
 on the 17<sup>th</sup> day of March, 1890, I served the same  
 by delivering a certified copy of this writ with the endorse-  
 ments thereon to Benjamin D. Evans. Anna B. Evans  
 not found. Thomas Martin, Sheriff.

Answer of Benj. D. Evans

Afterward, on the 5<sup>th</sup> day of April, 1890, an Answer was filed with the clerk of Court, which is as follows:

John Temple  
 vs  
 Benj. D. Evans  
 Anna B. Evans

In Court of Common Pleas  
 Union County Ohio.

And now comes the said Benjamin D. Evans and for answer to the plaintiffs petition herein filed says:  
First Defense: Said defendant, Benjamin D. Evans denies each and every allegation in said petition contained.  
Second Defense: Said defendant, Benjamin D. Evans denies that he has any estate, right, title, interest, claim or demand of, in or to said premises, or any part thereof.

John M. Brodrick, Attorney  
 for Defendant B. D. Evans.

The State of Ohio,  
 County of Union ss.

Benjamin D. Evans, the above named defendant being sworn, makes oath that the facts stated in the foregoing answer are, as affiant believes, true.

Benjamin D. Evans.

Sworn to by said Benjamin D. Evans, before me and signed by him in my presence this fifth day of April A. D. 1890.  
 Seal } R. M. Brody, Clerk of Court.

Summons 5952

Afterward, on the 16<sup>th</sup> day of April, 1890, a Summons was issued by the Clerk of Court, indorsed to-wit:

The State of Ohio,  
 Union County,

To the Sheriff of Union County:

You are hereby commanded to notify Anna B. Evans (impleaded with others) that she has been sued by John Temple in the Court of Common Pleas of Union County and must answer by the 17<sup>th</sup> day of May, 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 28<sup>th</sup> day of April, A. D. 1890.

Witness my hand and the seal of said Court, this 16<sup>th</sup> day of April, A. D. 1890. Seal R. M. Brody, Clerk.

Indorsed: Action for "Equitable Relief."

And on the 26<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:

|             |        |                    |                                                          |
|-------------|--------|--------------------|----------------------------------------------------------|
|             |        | The State of Ohio. | Sheriff's Return.                                        |
| Ser. Return | \$ 55  | Shoof County       | Received this Writ April 18 <sup>th</sup> , A. D. 1890,  |
| Doc. & Ind. | 60     |                    | at 9 o'clock A. M. and served same by delivering         |
| Mileage     | 32     |                    | to Anna E. Evans, personally on the 19 <sup>th</sup> day |
| Copy        | 25     |                    | of April 1890, a true copy thereof with all              |
| Total       | \$ 172 |                    | J. G. Stevenson, Sheriff.                                |

By John Fowler, Deputy.

Demurrer

Afterward, on the 17<sup>th</sup> day of May, 1890, a Demurrer was filed with the Clerk of Court, which is as follows:

5952 John Temple  
 vs  
 Benj. D. Evans et al  
 Court of Common Pleas  
 Union County Ohio.

And now comes the said defendant Anna E. Evans and demurs to the petition of said plaintiff herein filed and for ground thereof says: that facts sufficient to constitute a cause of action against this defendant are not therein stated.

John M. Brodrick, Attorney  
for Anna E. Evans.

Amended Petition

Afterward, on the 15<sup>th</sup> day of August, 1890, an Amended Petition was filed with the Clerk of Court, to wit:

5952 John Temple  
 vs  
 Benj. D. Evans et al  
 Union County Court of Common Pleas.

Plaintiff says for amended petition, leave of the Court first had, for cause of action the plaintiff says that on the first day of May, A. D. 1878 he purchased of said Benjamin D. Evans and Anna E. Evans by and through the legally authorized agent of said Anna E. Evans, said Benjamin D. Evans, the following piece or parcel of land situate in the Township of Washington, County of Union and described as follows: Being one acre and 150 poles in the N. E. corner of the Survey occupied by said parties, and all of said Survey on the east side of the Marysville and Keeton State Road in Washington Township in said County for which he was to pay the sum of \$40<sup>00</sup> per acre and did pay on said first day of May, 1878 the sum of fifty dollars, the receipt hereof is in writing and signed by said defendants as so much paid upon said land sold. by the terms of said agreement, a copy of which is hereto attached.

Said agreement was made by and between said plaintiff and said defendants by the said Benjamin D. Evans in person and by said Benjamin D. Evans as the agent duly authorized by said Anna E. Evans to act for

Copy "A"

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and in her stead as said plaintiff was informed and believed and does still believe, and said money was procured by said Benjamin D. Evans as the agent of said Anna E. Evans to pay the tax then due on the real estate of the said Anna E. Evans.

By the terms of said agreement heretofore referred to said deed was to be executed within 20 days from the date of said agreement, was to be a Warranty deed of said lands, all of which said parties have neglected and refused to do, which by their agreement they were bound to his great damage and loss.

Plaintiff therefore prays that upon the final hearing of said case the Court order said defendants to execute and deliver to their plaintiffs their deed of General Warranty for said above described real estate by a day to be named by the Court or in default thereof the decree of said Court be held to be in lieu of said deed against all parties whosoever they may be who may claim any title or interest therein and for all proper relief in the premises.

J. M. Kennedy, Attorney for Plaintiff.

State of Ohio.  
Union County ss.

John Temple, being duly sworn deposes and says the facts and allegations of their petition are true as he verily believes.

John <sup>his</sup> ~~X~~ <sup>marks</sup> H. Temple.

Sworn to and subscribed by the said John Temple before me this the 11<sup>th</sup> day of August, A. D. 1890.

Matthew Dingel J. P.

Copy "A"

Received May 1<sup>st</sup>, 1878, of John Temple (\$50<sup>00</sup>) Fifty dollars for which we agree to make him a Warranty deed for one acre and (150) one hundred and fifty poles in north-east corner of the Survey now occupied by said parties and all of said Survey on the east side of the Marysville and Kenton State Road in Washington Township, Union County Ohio. Said deed to be made and executed in 20 days from date.

(Signed) Anna E. Evans <sup>and</sup>

Benjamin Evans

Per Benjamin Evans.

Upon the back of which are the following indorsements  
November, 1878, Monday 29<sup>th</sup>. Received of John Temple ten dollars to be applied on land that was sold by Benjamin Evans and Anna Evans to John Temple, May 1<sup>st</sup>, 1878, making in all sixty dollars paid.

(Signed) B. D. Evans <sup>and</sup>

Anna Evans

Per B. D. Evans.

Also received on the 20<sup>th</sup> of May, 1878 \$16<sup>00</sup> in hay, also

September 1<sup>st</sup>, 1885 received in board \$3<sup>00</sup>; also credit by check \$6<sup>00</sup>

Demurrer  
to  
Amended  
Petition

Afterward, on the 22<sup>nd</sup> day of October, 1890, Demurrer was filed with the Clerk of Court, to wit:

John Temple  
vs  
Benjamin D. Evans  
Anna E. Evans

In the Court of Common Pleas  
Union County, Ohio.

And now comes the said defendant Anna E. Evans and demurs to the amended petition of said plaintiff herein filed, and for ground thereof says: That said amended petition does not state facts sufficient to constitute a cause of action against said defendant Anna E. Evans.

John M. Brodrick,

Attorney for Anna E. Evans

Entry

5952

Afterward, on the 4<sup>th</sup> day of December, 1890, an Entry was made on the Journal by the Clerk of Court, to wit:

John Temple  
vs  
Benj. D. Evans et al

Journal 15, Page 446.

This day this cause came on for hearing on the demurrer of said defendant Anna E. Evans to plaintiffs amended petition and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do overrule said demurrer. To which ruling and decision of the Court in so overruling said demurrer said defendant Anna E. Evans then and there excepted. Thereupon said defendant Anna E. Evans asked and obtained leave of the Court to file an answer herein in thirty days from the rising of the Court.

Entry

5952

Afterward, on the 26<sup>th</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of Court.

John Temple  
vs  
Benjamin D. Evans  
Anna E. Evans

Journal 15, Page 488.

This coming on for hearing upon the petition of plaintiff and the answer of said Benjamin Evans, the said Anna E. Evans being in default for answer, and the Court being fully advised in the premises do find that said Benjamin Evans had no title to said premises.

The Court further finds that said Anna E. Evans had sold said real estate described in said plaintiffs petition and that said plaintiff had complied with his part of said agreement.

It is thereupon considered and adjudged by the Court that unless said Anna E. Evans execute and deliver to the plaintiff her good and sufficient deed of

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warranty for the lands described in the plaintiffs petition within ten days from this date then this decree shall stand and have the same force and effect in all respects as available as such deed of conveyance would be to convey the premises herein described to this plaintiff.

Attest  
R M Perry clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the Term of February, to-wit, on the 9<sup>th</sup> day of February, in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore, to-wit, on the 9<sup>th</sup> day of October, 1890, Velasco J. Case filed in the clerks office of the said Court of Common Pleas the following Petition against Lucretia Kent et al. to-wit:

Petition Velasco J. Case

vs

Court of Common Pleas,  
Union County Ohio.

6075 Lucretia Kent  
Elmore Kent

The plaintiff says: That about the 13<sup>th</sup> day of August 1881, Newton Case late of said County of Union died intestate, and seized among other property of the following described real estate situate in said County of Union, to-wit:

In Survey N<sup>o</sup> 3691, and bounded and described as follows: Beginning at a beech S.W. corner to a piece of land sold by Lewis Dunsford to John M<sup>r</sup> Combs, running S 84° - 25' E. 147 <sup>65</sup>/<sub>100</sub> poles to a beech and ash: thence N. 8° - E. 180 poles to a stake or stone in the center of the road leading up Bokers Creek on the south side: thence N. 71 <sup>1</sup>/<sub>2</sub> - N. 8 poles to the center of the creek: thence up the creek with the meanderings thereof N. 67 <sup>1</sup>/<sub>4</sub> - W. 13 poles and 22 links N. 37° W. 16 poles and 17 links S 76° - W. 19 poles and 5 links N. 56 <sup>1</sup>/<sub>2</sub> - W. 26 poles N. 6 <sup>1</sup>/<sub>2</sub> - E. 8 poles and 16 links, S 83 <sup>1</sup>/<sub>2</sub> - W. 16 poles N. 72 <sup>3</sup>/<sub>4</sub> - 24 poles and 18 links, then leaving the creek S 8° - W. 9 poles and 15 links to the center of the before named county road: thence with said road N. 83° - W. 12 poles to a stake in the original west line of the above named Survey N<sup>o</sup> 3691: thence with said line S 8° - W. 131 poles to the place of beginning containing 16 <sup>5</sup>/<sub>10</sub> acres and 27 poles be the same more or less.

Also of the following described tract situate in Union County and State of Ohio, and in Taylor Township and in Survey N<sup>o</sup> 5386, beginning in the center of the

road leading from Broadway to Pharisburg in the west line of said survey: thence N.  $81^{\circ} \frac{1}{2}$  - E.  $85^{\circ} \frac{6}{10}$  poles to the N. W. corner of said Survey N<sup>o</sup> 5386: thence with the north line of said Survey N<sup>o</sup> 5386, S.  $87^{\circ} 24'$  - E. 149 poles to the S. W. corner of 50 acres of land in Survey N<sup>o</sup> 3691 sold by Alfred Titus to Newton Case: thence with the N. line of said 50 acres continuing the same course, S.  $8^{\circ}$  - N.  $19^{\circ} \frac{7}{10}$  poles to the center of said road leading from Broadway to Pharisburg: thence with the center of said road S.  $72^{\circ} 5'$  - N.  $165^{\circ} \frac{8}{10}$  poles to the beginning, containing 50 acres of land. Said tracts of 165 acres and 27 poles and said 50 acre tract above described, together constitute what is called and known as the home farm of Newton Case deceased, of 215 acres and 27 poles.

Said Newton Case also died seized of Tr. Lot N<sup>o</sup> 33 in the town of Richmond, Union County, Ohio. Said Newton Case also died seized of the following tract, situated in said County of Union, and State of Ohio, and in Taylor Township, and in Survey N<sup>o</sup> 6156 and bounded and described as follows: Beginning at a stake (in the place of two beeches, sugar and ironwood gone) original N. E. corner of Survey N<sup>o</sup> 829 and S. E. corner of Survey N<sup>o</sup> 6156 thence with the north line of said Survey N<sup>o</sup> 829, continuing the course thereof, N.  $81^{\circ} 40'$  - E.  $149^{\circ} \frac{57}{100}$  poles to a stake and stone: thence N.  $8^{\circ} \frac{1}{2}$  - E. 107 poles to a stake and stone: thence S.  $81^{\circ} 40'$  - E.  $149^{\circ} \frac{57}{100}$  poles to a stake and stone in the original east line of Survey N<sup>o</sup> 6156: thence with said line S.  $8^{\circ} 30'$  - N. 107 poles to the beginning containing 100 acres.

That said Newton Case left at his death the following named children, his heirs, and only heirs at law, to wit: the plaintiff Belasco J. Case and the defendant Lucretia Kent who has intermarried with the defendant Elmore Kent, and Electa A. Wilcox, Clemina Youkin, Clinton W. Case and Rachel S. Joslin. That at the death of said Newton Case each of said children became seized in fee simple of one undivided one-sixth part of the above described real estate. And the plaintiff and said Lucretia, and all of said heirs believed the title to said 100 acre tract above described to be a good and perfect title; and so believing, the plaintiff on the one hand, and the said Lucretia, Electa, Clemina, Clinton and Rachel on the other hand on the second day of September 1884 contracted and agreed with each other that said 100 acre tract was worth the sum of \$4000<sup>00</sup>, and the  $\frac{3}{6}$  interest therein of said Lucretia, Electa, Clemina, Clinton and Rachel was worth the sum of \$3333.  $\frac{33}{3}$ , and that said Lucretia, Electa, Clemina, Clinton and Rachel agreed and contracted with plaintiff that they together would deed and convey to him their un-

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divided five shares in said 100 tract at said valuation, in consideration that plaintiff would deed to them his interest ( $\frac{1}{6}$ ) in said home farm of 215 acres and 27 poles, and his interest in said Du Lot N<sup>o</sup> 33 in Richwood and secure to them in addition by mortgage on said 100 acre tract the sum of \$1,195.<sup>03</sup> making in all the sum of \$3,333.<sup>33</sup><sup>33</sup> to all of which plaintiff agreed, and did on said 2<sup>d</sup> day of September 1884 execute and deliver to said Lucretia, Eliza Leanna, Clinton and Rachel his deed conveying to them all of his title and interest in said home farm, and also executed and delivered to them on said day his mortgage deed on said 100 acre tract, securing to them said sum of \$1,195.<sup>03</sup> and on the same day said heirs executed and delivered their deed to plaintiff conveying to him their  $\frac{3}{6}$  interest in said 100 acre tract.

Plaintiff says that he has paid to said heirs said sum so secured by said mortgage in full, and that he paid to them the said consideration of \$3,333.<sup>33</sup> in full for their interest in said 100 acre tract.

Plaintiff further says that after he had so paid said heirs in full for their said interest in said 100 acres, to wit: about the -- day of August, 1885 an action was commenced against him in the Circuit Court of the United States at Cincinnati, Ohio, by Allen C. M<sup>r</sup> Arthur and others, heirs of Duncan M<sup>r</sup> Arthur, deceased, claiming that they were the owners of  $\frac{1}{4}$  undivided part of said 100 acre tract, and although plaintiff employed counsel, and duly and fully defended against said claim, yet said heirs of said Duncan M<sup>r</sup> Arthur recovered said  $\frac{1}{4}$  part of said 100 acres against the plaintiff, and plaintiff was about the 1<sup>st</sup> day of April, 1888, ousted, ejected and turned out of, and from said  $\frac{1}{4}$  part and wholly lost the same.

That  $\frac{1}{4}$  of the \$4000<sup>00</sup> (the contract price of said 100 acres) is \$2833.<sup>33</sup> and this amount is the loss of plaintiff. In said exchange and purchase of said 100 acres there was therefore a failure of consideration in said contract to that extent, and to that extent, plaintiff without his fault, by the mutual mistake of all of said heirs, has lost his heirship in the estate of said Newton Lease, deceased. The plaintiff bearing his own proportion, to wit,  $\frac{1}{6}$  of said loss, make the  $\frac{1}{6}$  portion to be accounted for by said Lucretia Kent to be \$472.<sup>21</sup>, and plaintiff avers that in and about defending said action in the United States Court, he has expended in attorney's fees and expenses the sum of \$300<sup>00</sup>, one-sixth of which to wit \$50<sup>00</sup> should be accounted for by said Lucretia Kent, making the sum due to him

from her by reason of said failure of title and order to be \$522.<sup>21</sup>, which plaintiff claims from her with interest from April 1<sup>st</sup>, 1888.

Said Lucretia Kent still owns her interest (now one fifth part) in said home farm of 215 acres and 27 poles.

Plaintiff says that all of the other heirs of said Newton Case, deceased, except the defendant Lucretia, and except Clinton who owns no property here and is insolvent have paid their proportion of said loss to the plaintiff.

The said Lucretia and her husband Elmore Kent are residents of the State of Illinois. The plaintiff therefore prays that he may recover judgment against the defendant Lucretia Kent for said sum of \$522.<sup>21</sup> with interest on the same from the 1<sup>st</sup> day of April, 1888, and plaintiff asks all other and further relief, either in law or equity, to which he may be entitled, by reason of the facts hereinabove stated.

Porter & Porter

Attorneys for Plaintiff.

The plaintiff Velasco J. Case, being duly sworn makes oath that the facts stated in the foregoing petition are true as he believes. Plaintiff further makes oath that service of summons cannot be made within the State of Ohio, on the defendants or either of them, and that in this action it is sought by a provisional remedy to take and appropriate the property of the defendant Lucretia Kent, under Section 5048 of the Revised Statutes of Ohio, and on the ground that defendants are non-residents of the State of Ohio.

Velasco J. Case.

Sworn to by Velasco J. Case before me, and signed by him in my presence this 8<sup>th</sup> day of October, 1890.

Notary Fee 40.

F. A. Thompson, Notary Public



Union County, Ohio.

To Clerk: Issue an Attachment against the property of Lucretia Kent, she being a non-resident of the State of Ohio, returnable according to law.

October 8<sup>th</sup>, 1890.

Porter & Porter, Atty. for Plff.

Also at the same time issue a Summons against defendants returnable according to law. Indorse: Amount claimed \$522.<sup>21</sup> and interest from April 1<sup>st</sup>, 1888.

October 8<sup>th</sup>, 1890.

Porter & Porter, Atty.

Affidavit

for Attachment was filed with the Clerk of Court, to wit:

Velasco J. Case

Or  
Lucretia Kent et al

Court of Common Pleas,  
Union County, Ohio.

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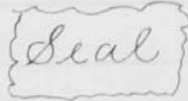
The plaintiff Velasco J. Case makes oath and says that his cause of action herein against the defendants is for the sum of \$522.<sup>21</sup> and interest from the 1<sup>st</sup> day of April 1888 and arises as follows: on September 2<sup>nd</sup>, 1887 the children and heirs of Newton Case, deceased, including the defendant Lucretia Kent in an exchange of lands of the estate of the said Newton Case, there was a failure of title, and a failure of consideration in and to the 100 acre tract, deeded by said Lucretia and the other heirs to plaintiff in exchange for plaintiffs interest ( $\frac{1}{2}$ ) in the home farm of 215 acres and 27 poles, and In Lot N<sup>o</sup> 33 in Richwood Ohio, and \$1195.<sup>23</sup> in money. Said 100 acres being by said Lucretia and the other heirs valued at \$4000.<sup>22</sup> and plaintiff being ousted and ejected by an action at law of  $\frac{1}{2}$  undivided part thereof about April 1<sup>st</sup>, 1888 and the loss thereby sustained by plaintiff as one of said heirs was \$2833.<sup>33</sup>, the  $\frac{1}{2}$  of which, to wit, \$772.<sup>21</sup> being the portion to be accounted for to plaintiff by said Lucretia Kent together with  $\frac{1}{2}$  of \$300.<sup>24</sup>, to wit, \$50.<sup>24</sup> expended by plaintiff as attorneys fees, expenses &c, in defending said action to secure said  $\frac{1}{2}$  part, making \$522.<sup>21</sup> which said Lucretia owns, and should account for to plaintiff with the interest above mentioned -- that said claim is just; and affiant believes he ought to recover of defendant said sum of \$522.<sup>21</sup> with interest from the 1<sup>st</sup> day of April, 1888; that said defendants are both non-residents of the State of Ohio, and further saith not.

Velasco J. Case.

Sworn to by Velasco J. Case before me and signed by him in my presence this 8<sup>th</sup> day of October, 1890.

F. A. Thompson, Notary Public  
Union County, Ohio.

Notary Fee .40.



Summons

6075 Afterward, on the 9<sup>th</sup> day of October, 1890, a Summons was issued by the Clerk of Court, indorsed, to wit:

The State of Ohio  
Union County.

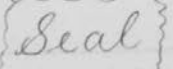
To the Sheriff of said County  
You are hereby commanded to notify Lucretia Kent and Elmore Kent that they have been sued by Velasco J. Case in the Court of Common Pleas of Union County, and must answer by the 8<sup>th</sup> day of November, 1890 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 20<sup>th</sup> day of October, 1890.

Witness my hand and the seal of said Court, this 9<sup>th</sup> day of October, 1890.

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

By W. M. Winget, Deputy.



Indorsed: Amount claimed \$522.<sup>21</sup> & interest from April 1<sup>st</sup>, 1888.

Sheriff's Return

And, on the 10<sup>th</sup> day of October, 1890, the Sheriff of said County returned said writ to the Clerk's office in said Court which return is as follows:

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|         |    |      |
|---------|----|------|
| Mileage | 2  | 40   |
| Copies  |    | 40   |
| Total   | \$ | 2.80 |

The State of Ohio,

Union County,

A. D. 1890. at 1 o'clock P. M.

defendants were not found in my County.

Thomas Martin, Sheriff.

Received this Writ October 9<sup>th</sup>

The within named

Order of Attachment

Afterward, on the 9<sup>th</sup> day of October, 1890 an Order of Attachment was issued by the Clerk of Court, to wit:

6075-

The State of Ohio,  
Union County ss  
Belasco J. Case  
vs  
Lucretia Kent et al

Court of Common Pleas.

To the Sheriff of Union County Ohio

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, money and effects of the defendant Lucretia Kent not exempt by law from being applied to the payment of the claims of the plaintiff Belasco J. Case or so much thereof as will satisfy his claim for Five hundred twenty-two and <sup>2</sup>/<sub>100</sub> dollars with interest at 8% from April 1<sup>st</sup>, 1888, and also for one hundred dollars the probable cost of this action.

You will make due return of this order 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. M. Crory, Clerk

By W. M. Winget, Deputy.

Seal

Sheriff's Return

And on the 16<sup>th</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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|                            |    |      |
|----------------------------|----|------|
| Services                   | \$ | 60   |
| Copy (2)                   |    | 60   |
| Mileage                    | 3  | 20   |
| Sun. Ap's.                 | 1  | 20   |
| Swear. "                   |    | 25   |
| Sw. 2 <sup>nd</sup> April. | 1  | 50   |
| Return                     |    | 50   |
| Total                      | \$ | 7.85 |
| Appraiser's Fee            | 2  | 00   |

Sheriff's Office, Union County, Ohio,

October 13<sup>th</sup>, A. D. 1890.

Received this writ on the 9<sup>th</sup> day of October A. D. 1890, and in obedience to the command thereof, I did on the 13<sup>th</sup> day of October A. D. 1890 in the presence of Henry C. Ford, and Ernest Schaulder, two freeholders of said County, attach the property described in the Schedule marked "A" hereto attached and made part of this return; and having first administered to said freeholders the oath required by law to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A."

"Schedule A."

We, Thomas Martin, Sheriff of Union County, and

Henry said Clerk of Court at the 10<sup>th</sup> day of October, 1890, the within named defendant were not found in my County. Thomas Martin, Sheriff. Received this Writ October 9<sup>th</sup> The within named defendant were not found in my County. Thomas Martin, Sheriff. Afterward, on the 9<sup>th</sup> day of October, 1890 an Order of Attachment was issued by the Clerk of Court, to wit: The State of Ohio, Union County ss Belasco J. Case vs Lucretia Kent et al Court of Common Pleas. To the Sheriff of Union County Ohio You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, money and effects of the defendant Lucretia Kent not exempt by law from being applied to the payment of the claims of the plaintiff Belasco J. Case or so much thereof as will satisfy his claim for Five hundred twenty-two and <sup>2</sup>/<sub>100</sub> dollars with interest at 8% from April 1<sup>st</sup>, 1888, and also for one hundred dollars the probable cost of this action. You will make due return of this order 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. M. Crory, Clerk By W. M. Winget, Deputy. Seal And on the 16<sup>th</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: Sheriff's Office, Union County, Ohio, October 13<sup>th</sup>, A. D. 1890. Received this writ on the 9<sup>th</sup> day of October A. D. 1890, and in obedience to the command thereof, I did on the 13<sup>th</sup> day of October A. D. 1890 in the presence of Henry C. Ford, and Ernest Schaulder, two freeholders of said County, attach the property described in the Schedule marked "A" hereto attached and made part of this return; and having first administered to said freeholders the oath required by law to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A."

Henry C. Ford and Ernest Chandler, two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order as the property of Lucretia Kent and hereinafter described as follows, viz: the interest of Lucretia Kent, it being the undivided one-fifth of the following described real estate, situated in the Township of Taylor, County of Union and State of Ohio in Survey N: 3691 bounded and described as follows:

Beginning at a beech S. W. corner of a piece of land sold by Lewis Lunsford to John M: Combs running S. 84° 25' - E. 147 <sup>64</sup>/<sub>100</sub> poles to a beech and ash: thence N. 8° - E. 180 poles to a stake or stone in the center of the road leading up Bokes Creek on the south side: thence N. 71 <sup>1</sup>/<sub>2</sub> - W. 8 poles to the center of the creek: thence up the creek with the meanderings thereof N. 67 <sup>1</sup>/<sub>2</sub> - W. 13 poles and 22 links N. 37° - W. 46 poles and 17 links S. 76° - W. 19 poles and 5 links N. 56 <sup>1</sup>/<sub>2</sub> - W. 26 poles N. 6 <sup>1</sup>/<sub>2</sub> - E. 8 poles and 16 links S. 83 <sup>1</sup>/<sub>2</sub> - W. 16 poles N. 72 <sup>3</sup>/<sub>4</sub> - 24 poles and 18 links, then the creek S. 8° - W. 9 poles and 15 links to the center of the before named road: thence with said road N. 83° - W. 12 poles to a stake in the original west line of the above named Survey N: 3691: thence with said line S. 8° - W. 131 poles to the place of beginning containing 165 acres and 17 poles.

Also the following described premises, situated in the County of Union and State of Ohio, Township of Taylor and in V. M. Survey N: 5386. Beginning in the center of the road leading from Broadway to Pharisburg in the west line of said Survey: thence N. 8 <sup>1</sup>/<sub>2</sub> - E. 85 <sup>60</sup>/<sub>100</sub> poles to the north-west corner of said Survey N: 5386: thence with the north line of said Survey N: 5386 S. 84° 24' - E. 149 poles to the south-west corner of 50 acres of land in Survey N: 3691 sold by Alfred Titus to Newton Case: thence with said west line of said 50 acres continuing the same course S. 8° - W. 19 <sup>7</sup>/<sub>8</sub> poles to the center of said road from Broadway to Pharisburg: thence with the center of said road S. 72° 5' - W. 165 <sup>80</sup>/<sub>100</sub> poles to the beginning containing 50 acres of land. Appraised at thirty dollars per acre.

Given under our hands this 13<sup>th</sup> day of October 1890.

Thomas Martin, Sheriff  
Henry C. Ford  
Ernest Chandler

Afterward, on the 21<sup>st</sup> day of November, 1890, Proof of Publication was filed with the Clerk of Court, to wit:  
Legal Notice

Lucretia Kent and Elmore Kent, her husband, of N: 1114 South Market Street, City of Springfield, and State of Illinois, will take notice that Velasco J. Case, of Union County, Ohio, did on the 8<sup>th</sup> day of October, 1890, file his petition against them in the Court of Common Pleas of

said County of Union, and State of Ohio, setting forth in substance that on the 2<sup>d</sup> day of September, 1884, the children and heirs of Newton Case deceased, including said Lucretia Kent, in exchange of lands of the estate of said Newton Case deceased, there was failure of the title to the 100 acre tract deeded to plaintiff by said Lucretia Kent and the other heirs, in exchange for plaintiff's interest ( $\frac{1}{6}$ ) in the home farm of 215 acres and 27 poles and \$1175.<sup>23</sup> in money and his interest in Du Lot N<sup>o</sup> 33 in Richmond, Ohio. Said 100 acres being valued by said heirs at \$4000<sup>00</sup> and plaintiff being ousted and ejected by an action at law of  $\frac{17}{24}$  part (undivided) thereof; and the loss thereby to plaintiff as one of said heirs being \$2833.<sup>33</sup> the  $\frac{1}{6}$  of which to wit, \$472.<sup>21</sup> being the portion to be accounted for to plaintiff by said Lucretia Kent together with one sixth of \$300<sup>00</sup>, to wit, \$50<sup>00</sup> expended by plaintiff as attorneys fees, expenses &c. in defending said action, brought to recover said  $\frac{17}{24}$  part, making \$522.<sup>21</sup> which said Lucretia owes and should account for to plaintiff with interest from the 1<sup>st</sup> day of April, 1888, and asking judgment for said amount with said interest against said Lucretia Kent, and asking such other relief as the facts will warrant &c. An attachment has been issued in said case, and served upon the undivided interest of said Lucretia Kent in said home farm of 215 acres and 27 poles. Defendants are required to answer said petition on or before the 6<sup>th</sup> day of December, 1890.

Porter & Porter

Attorneys for Plaintiff

Printer's Fee \$19<sup>75</sup>

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

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

A. J. Hare.

Sworn to and subscribed before me this 21<sup>st</sup> day of November, 1890.

Seal

W. W. Merchant, Notary Public.

Entry

Afterward, on the 26<sup>th</sup> day of February, 1891, an Entry was made on the Journal by the clerk of Court.

6075

Released J. Case

vs

Journal 15<sup>th</sup>, Page 490.

Lucretia Kent et al

This day this cause came on to be heard upon the petition of plaintiff, (the defendants failing to answer or demur) and the evidence introduced by the plaintiff, and was argued by counsel, and the Court being fully advised in the premises do find the equities

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Order of Sale

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of the case to be with the plaintiff, and that there is due from the defendant Lucretia Kent to the plaintiff the sum of five hundred and twenty two dollars and twenty one cents (\$522.<sup>21</sup>/<sub>100</sub>) as the plaintiff has claimed in his petition, which with interest added from the 1<sup>st</sup> day of April, 1888 which plaintiff also claims in his petition makes the amount which the court finds to be now due to the plaintiff, to be six hundred and ten and <sup>78</sup>/<sub>100</sub> dollars. It is therefore considered and adjudged that unless the said Lucretia Kent shall within three days from the entry of this decree, pay or cause to be paid to the plaintiff said sum of \$610.<sup>78</sup>/<sub>100</sub> so found plaintiffs due as aforesaid with the accrued interest, and also pay to the clerk of this court the costs of this action that the Sheriff proceed as upon execution to advertise and sell the real estate heretofore attached in this action, and now in his hands remaining, or so much as will satisfy the decree and finding aforesaid. That he report his proceedings to this court for confirmation.

Præcipe

6075- Afterward, on the 9<sup>th</sup> day of March, 1891, a Præcipe for Order of Sale was filed by the clerk of court Velasco J. Case

To the clerk:  
Lucinda Kent, et al. Issue an Order of Sale against the property attached in this action, returnable according to law.  
March 9<sup>th</sup>, 1891. Porter <sup>944</sup> Porter, Attorneys for Plaintiff.

Order of Sale

6075- Afterward, on the 9<sup>th</sup> day of March, 1891, an Order of Sale was issued by the clerk of court, to wit:

The State of Ohio  
Union County, S.S. To the Sheriff of said County Greeting  
Whereas, at a court of Common Pleas, holden at the court House in Marysville in said County of Union on the 26<sup>th</sup> day of February, 1891, Velasco J. Case obtained a judgment and decree against Lucretia Kent and Elmore Kent for the sum of six hundred and ten and <sup>78</sup>/<sub>100</sub> dollars and sixteen <sup>24</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 Lucretia Kent and Elmore Kent within 3 days from the 26<sup>th</sup> day of February, A.D. 1891, pay unto the said Velasco J. Case the said sum of six hundred and ten and <sup>78</sup>/<sub>100</sub> dollars, with interest from the 9<sup>th</sup> day of February, 1891, and costs aforesaid; and, on default to pay the same that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and executions at law,

to sell the real estate described in the plaintiffs petition. And Whereas, the 3 days aforesaid have fully expired, and the said sum of six hundred and ten <sup>27</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 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: and in the Township of Taylor in Survey N: 3691, bounded and described as follows:

Beginning at a beech S. W. corner of a piece of land sold by Lewis Burnsford to John M: Combs, running south 84° 25' E. 147 <sup>65</sup>/<sub>100</sub> to a beech and ash: thence N. 8° E. 180 poles to a stake or stone in the center of the road leading up Bokes Creek on the side: thence N. 71 <sup>1</sup>/<sub>2</sub> - N. 8 poles to the center of the creek: thence up the creek with the meanderings thereof N. 67 <sup>1</sup>/<sub>2</sub> - N. 13 poles and 22 links N. 37° - N. 46 poles and 17 links: S 76° - W. 19 poles and 5 links: N. 56 <sup>1</sup>/<sub>2</sub> - W. 26 poles: N. 6 <sup>1</sup>/<sub>2</sub> - E 8 poles and 16 links S 83 <sup>1</sup>/<sub>2</sub> - W. 16 poles: N. 72 <sup>3</sup>/<sub>4</sub> - 24 poles and 18 links: thence leaving the creek S. 8° - W. 9 poles and 15 links to the center of the before named road: thence with said road N. 83° - W. 12 poles to a stake in the original west line of the above named Survey N: 3691: thence with said line S. 8° - W. 131 poles to the beginning containing 16.5 acres and 27 poles.

Also the following premises, situated in the County of Union and State of Ohio, and Township of Taylor, and in V. M. Survey N: 5386, Beginning in the center of the road leading from Broadway to Parisburg in the west line of said Survey: thence N. 8 <sup>1</sup>/<sub>2</sub> - E. 85 <sup>90</sup>/<sub>100</sub> poles to the N. W. corner of said Survey N: 5386: thence with the north line of said Survey N: 5386 S. 84° - 24' - E. 149 poles to the S. W. corner of 50 acres of land in Survey N: 3691 sold by Alfred Titus to Newton Case: thence with said west line of said 50 acres, continuing the same course S. 8° - W. 19 <sup>4</sup>/<sub>10</sub> poles to the center of said road from Broadway to Parisburg: thence with the center of said road 72° - 5' - W. 165 <sup>80</sup>/<sub>100</sub> poles to the beginning containing 50 acres of land.

The same that is intended to be offered for sale is the undivided one-fifth of the above described premises subject to the life estate of Azuba Case, wife of Newton Case, deceased. Appraised at Thirty dollars (\$30<sup>00</sup>) per acre. 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 therein herein from

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Proof of Publication

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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 9<sup>th</sup> day of March, 1891.

R. M. Leroy, Clerk.

And on the 23<sup>rd</sup> day of April, 1891, 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 S.D.                                               |  | Sheriff's Return. |  |
| Service           | \$ 60    | Received this writ the 9 <sup>th</sup> day of                   |  |                   |  |
| Devy              | 50       | March, A. D. 1891, and I called an inquest of                   |  |                   |  |
| Notice to Pbr.    | 30       | under and by virtue of an order of attachment                   |  |                   |  |
| Affidavit to -    | 30       | two disinterested free holders and residents                    |  |                   |  |
| Writing Notice    | 30       | of the County, and caused the within describ-                   |  |                   |  |
| Mileage           | 2 40     | ed real estate to be duly appraised on their                    |  |                   |  |
| Poundage          | 12 92    | return; they on the same day returned to me                     |  |                   |  |
| Return            | 25       | an estimate of the value thereof, (to wit: \$30 <sup>00</sup> ) |  |                   |  |
| Total             | \$ 17 57 | per acre, under their hands and seals, a                        |  |                   |  |
| Printer's Fee.    | 20 80    | 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 18<sup>th</sup> day of April, 1891, at the door of the Court House in Marysville, Ohio, at the hour of One o'clock A. 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 James W. Robinson for the sum of eight hundred and sixty one dollars and twenty-five cents (\$861<sup>25</sup>) he being the highest bidder therefore, and the sum bid being two-thirds of the appraised value.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 18<sup>th</sup> day of April, 1891, Proof of Publication was filed with the Clerk of Court, to wit:

Velasco J. Case

Sheriff's Sale  
On Order of Sale.

Lucretia Kent 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

6075-

House, in Marysville Ohio, on Saturday April 11<sup>th</sup>, 1891, at or about the hour of one o'clock P. M. on said day the following described real estate, to-wit: Situated in the Township of Taylor, County of Union, and State of Ohio, and bounded and described as follows: Being in Survey N<sup>o</sup> 3691, bounded and described as follows: Beginning at a buck south-west corner of a piece of land sold by Lewis Dunsford to John M<sup>o</sup> Lamb, running south 84<sup>o</sup> 25' east 147 - <sup>53</sup>/<sub>100</sub> poles to a buck and ash: thence N. 8<sup>o</sup> E. 180 poles to a stake or stone in the center of the road leading up Baker Creek on the side: thence N. 71 1/2<sup>o</sup> - W. 8 poles to the center of the creek: thence up the creek with the meanderings thereof N. 67 1/2<sup>o</sup> - W. 13 poles and 22 links, N. 37<sup>o</sup> - W. 46 poles and 17 links: S. 76<sup>o</sup> - W. 19 poles and 5 links, N. 56 1/2<sup>o</sup> - W. 26 poles N. 6 1/2<sup>o</sup> - E. 8 poles and 16 links, S 83 1/2<sup>o</sup> - W. 16 poles: N. 72 3/4<sup>o</sup> - 24 poles and 18 links: then leaving the creek S. 8<sup>o</sup> - W. 9 poles and 15 links to the center of the before mentioned road: thence with said road N. 83<sup>o</sup> - W. 12 poles to a stake in the original west line of the above named Survey N<sup>o</sup> 3691: thence with said line S 8<sup>o</sup> - W. 131 poles to the beginning containing 165 acres and 27 poles.

Also the following premises situated in the County of Union and State of Ohio, Township of Taylor, and in P. M. Survey N<sup>o</sup> 5386, beginning in the center of the road leading from Broadway to Parisburg in the west line of said Survey: thence N. 8 1/2<sup>o</sup> - E. 85 <sup>66</sup>/<sub>100</sub> poles to the N. W. corner of said Survey N<sup>o</sup> 5386: S 84<sup>o</sup> - 24' - E. 149 poles to the S. W. corner of 50 acres of land in Survey N<sup>o</sup> 3691 sold by Alfred Titus to Newton Case: thence with said west line of said 50 acres continuing the same course S. 8<sup>o</sup> - W. 19 <sup>71</sup>/<sub>100</sub> poles to the center of said road from Broadway to Parisburg: thence with the center of said road 72<sup>o</sup> - 5' - W. 163 <sup>70</sup>/<sub>100</sub> poles to the beginning containing 50 acres of land.

Appraised at \$30<sup>00</sup> per acre. Terms of Sale, Cash.  
 Thomas Martin, Sheriff.

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

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 March 11<sup>th</sup>, 1891.

W. O. Shearer.

Sworn to and subscribed before me, this 18<sup>th</sup> day of April, 1891.

Seal } R. M<sup>o</sup> Arroy, Clerk.

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Entry

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Afterward, on the 26<sup>th</sup> day of May, 1891, an entry was made on the Journal by the Clerk of Court, to wit:  
 Velasco J. Case  
 Or  
 Concretia Stent et al  
 Journal 15, Page 524

This day this cause came on to be heard on the return of the Sheriff of the order of sale heretofore issued in this case together with his report of his proceedings, and sale of the lands and tenements heretofore attached in this cause and ordered sold by the Court and the Court having carefully examined the said proceedings and sale, and being satisfied that the said proceedings and sale have in all respects been made in conformity to the provisions of the statutes in such case made and provided, finds the same to be legal, and therefore approves and confirms the same.

And it is further ordered that the Sheriff make to the purchaser James W. Robinson a deed in fee simple for the said lands and tenements so sold as aforesaid.

And the question of the distribution of the proceeds of said sale is passed to be decided and disposed of during the present term of Court.

Entry

6075

Afterward, on the 18<sup>th</sup> June, 1891, an entry was made on the Journal by the Clerk of Court, to wit:  
 Velasco J. Case  
 Or  
 Concretia Stent et al  
 Journal 15, Page 537.

This day this cause came on further to be heard upon the motion of plaintiff to have partial distribution of the proceeds of the said sale now remaining in the hands of the Sheriff, and the Court being duly advised do order that the Sheriff out of said proceeds pay to Porter <sup>and</sup> Porter the sum of one hundred and fifty; this being the amount of said judgment and decree which the Court find was duly assigned to said Porter <sup>and</sup> Porter by plaintiff on the 19<sup>th</sup> day of February, 1891.

And it is further ordered that all further questions arising as to the distribution of the proceeds of said sale be assigned for hearing on the 25<sup>th</sup> day of August, 1891, and to that end that this cause and case N<sup>o</sup> 6157 of Winfield S. Rogers against Velasco J. Case and others be also assigned for hearing and decision on said last named day.

Entry

6075

Afterward, on the 18<sup>th</sup> day of June, 1891, an entry was made on the Journal by the Clerk of Court, to wit:  
 Velasco J. Case  
 Or  
 Concretia Stent et al  
 Journal 15 Page 535

This cause come on further to be heard on the question of the distribution of the proceeds of the sale of the real estate heretofore made in this case, and the Court now order to be paid by the Sheriff out of said proceeds of sale,

- 1<sup>st</sup> The costs of this proceeding.
- 2<sup>nd</sup> The \$150<sup>00</sup> to Porter <sup>and</sup> Porter as herin before ordered at this term.
- 3<sup>rd</sup> The balance due upon said judgment and decree to plaintiff, and after the amount of plaintiffs judgments and costs are paid the remainder to be paid to the defendant Lucretia Kent.

The order heretofore made at this term as to the assignment of this cause, and cause N<sup>o</sup> 6157 for hearing on August 25<sup>th</sup>. 1891, is hereby set aside.

Attest  
R M Crony clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Ninth 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 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 9<sup>th</sup> day of May, 1891, James Martin filed in the Clerk's office of said Court of Common Pleas the following Petition against John T. M<sup>o</sup> Cullough to wit:

Petition James Martin

vs  
6194 John T. M<sup>o</sup> Cullough Court of Common Pleas, Union County Ohio.

The plaintiff above named says he is the owner of the promissory note which reads as follows, viz:

\$860<sup>00</sup> Plain City, August 10<sup>th</sup>, 1887.

Twelve months after date I promise to pay to James Martin or order Eight hundred and sixty dollars at seven per cent. from date. Value received.

John T. M<sup>o</sup> Cullough.

The following indorsements appear on said note in words and figures as follows:

November 20<sup>th</sup>, 1888, Received on the within note sixty-five dollars \$65<sup>00</sup>. August 10<sup>th</sup>, 1889, Received on the within note sixty dollars.

The plaintiff says there is due him on said note from said defendant the sum of eight hundred and sixty

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dollars with seven per cent. interest from August 10<sup>th</sup>, 1887, less payments of interest thereon of \$65 made November 20<sup>th</sup>, 1888, endorsed on said note; also payment of interest of \$60<sup>00</sup> endorsed on said note August 10<sup>th</sup>, 1889. A copy of said note is hereto attached and made a part hereof marked exhibit "A." Therefore the plaintiff asks judgment against said defendant for the sum of eight hundred and sixty dollars with seven per cent. interest from August 10<sup>th</sup>, 1887, after deducting sixty-five dollars paid on interest November 20<sup>th</sup>, 1888 and sixty dollars paid on interest August 10<sup>th</sup>, 1889, and for such other and further relief as the equity of the case may demand.

Robinson & Woodburn. Attorneys for Plaintiff.

The State of Ohio  
Union County S.S.

R. L. Woodburn being duly sworn says he is one of the attorneys in the above case for said plaintiff, and that this cause of action is for the payment of money only founded upon a written instrument and the same is now in affiant's possession, and that the facts stated and allegations in the foregoing petition are true as he verily believes.

R. L. Woodburn.

Sworn to before me and signed in my presence by R. L. Woodburn this 9<sup>th</sup> day of May, 1891.

Seal

R. M. Leroy Clerk of Court

Clerk of Court:

Issue Summons for John T. M<sup>r</sup> Cullough Indorse: Petition for \$860<sup>00</sup> with 7 per cent. interest from August 10<sup>th</sup>, 1887. On said promissory note credit of sixty five dollars paid November 20<sup>th</sup>, 1888; also credit August 10<sup>th</sup>, 1889 sixty dollars paid on said note.

Robinson & Woodburn Attys.

Summons

Afterward, on the 9<sup>th</sup> day of May, 1891, a Summons was issued by the clerk of court, indorsed, to wit:

6194

The State of Ohio  
Union County.

To the Sheriff of said County.

You are hereby commanded to notify John T. M<sup>r</sup> Cullough that he has been sued by James Martin in the Court of Common Pleas of Union County, and must answer by the 6<sup>th</sup> day of June, A.D. 1891, 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 May, A.D. 1891.

Witness my hand and the seal of said Court, this 9<sup>th</sup> day of May, A.D. 1891.

Seal

R. M. Leroy, Clerk.

Indorsed: "Money only" Amount \$860<sup>00</sup> at 7% from August 10<sup>th</sup>

1887 with a credit of \$65<sup>00</sup> November, 1888; credit of \$60<sup>00</sup> August 16<sup>th</sup>, 1889.

Sheriff's Return

And on the 15<sup>th</sup> day of May, 1891, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

6194

|                          |          |
|--------------------------|----------|
| Ser. <sup>y</sup> Return | \$ 30    |
| Mileage                  | 2 40     |
| Copy                     | 20       |
| Total                    | \$ 72 00 |

The State of Ohio  
Union County

Sheriff's Return.

Received this Writ May 9<sup>th</sup>, A. D. 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the indorsements thereon to the within named John F. McCallough defendant.

Thomas Martin, Sheriff.

Entry

6194

Afterward, on the 18<sup>th</sup> day of June, 1891, an Entry was made on the Journal by the Clerk of Court, to wit: James Martin.

vs  
John F. McCallough

Journal 15, Page 557

This cause coming on for hearing upon the pleadings and evidence was submitted to the Court without the intervention of a jury, on consideration whereof the Court find that the allegations stated in the plaintiffs petition are true, and that the defendant John F. McCallough is indebted to the plaintiff James Martin in the sum of nine hundred and sixty-eight <sup>2</sup>/<sub>100</sub> <sup>5</sup>/<sub>100</sub> dollars with 7% interest from June 18<sup>th</sup>, 1891.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of \$968 <sup>51</sup>/<sub>100</sub> dollars with interest at 7% from June 18<sup>th</sup>, 1891, and his costs herein expended taxed at %.

Attest  
R. M. Crony, 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 May, to wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 3<sup>rd</sup> day of October, 1890, James T. Black, as Receiver to filed in the Clerk's office of the said Court of Common Pleas the following Petition against Smith & Webb, to wit:

Petition

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Petition

6069

James D. Black, as Receiver  
of Plain City Bank

vs

Smith and Watt, a partnership  
formed for the purpose of doing  
business in Ohio

Court of Common Pleas,  
Union County, Ohio.

The plaintiff, James D. Black, Receiver of the Plain City Bank, complains of the defendant Smith & Watt a partnership formed for the purpose of doing business in Ohio and alleges: That on the 26<sup>th</sup> day of September, 1888, in a cause then and now pending in the Common Pleas Court of Franklin County, Ohio, No: 21420, in which Andrew Gill is plaintiff, and Charles B. Smith and are defendants, he was duly appointed by said Court, Receiver of the Plain City Bank, a partnership formed for the purpose of doing a general banking business at Plain City, Madison County, in the State of Ohio, and plaintiff thereupon duly qualified, and is now the legally acting Receiver of said co-partnership, with full power in the premises.

The defendant is indebted to the plaintiff as such Receiver in the sum of \$1075 <sup>21/100</sup> together with interest thereon from the 9<sup>th</sup> day of April, A. D. 1887 for money before the 26<sup>th</sup> day of September, 1888, lent by the Plain City Bank to said defendant and at various times prior to the said 26<sup>th</sup> day of September, 1888 paid by said Plain City Bank for the use of the said defendant, no part of which sum has been paid. Prior to the appointment of plaintiff as such Receiver, there were mutual dealings between said Plain City Bank and said defendant, said defendant from time to time making deposits of money, notes, bills and securities with said Bank and from time to time making checks and orders upon and drawing drafts against the said bank whereby during said mutual dealings said defendant became and now is indebted to plaintiff as such Receiver in said sum and balance of \$1075 <sup>21/100</sup> which amount defendant neglects and refuses to pay plaintiff, although often requested so to do.

Plaintiff is unable to set forth more particularly an account and statement of said dealings between the defendant and said Plain City Bank without encumbering his petition and the records of this Court with a great number of items and figures.

Wherefore, plaintiff prays judgment against said defendant for said sum of \$1075 <sup>21/100</sup> with interest thereon from the said 9<sup>th</sup> day of April, A. D. 1887.

Powell, Owen, Ricketts & Black,  
Attorneys for Plaintiff.

State of Ohio,  
Madison County ss.

James F. Black, being first duly sworn, makes oath that he is the above named plaintiff, and that the facts stated and allegations set forth in the above petition are true as he verily believes.

James F. Black.

Subscribed in my presence, by the said James F. Black and by him sworn to before me this 30<sup>th</sup> day of September, A. D. 1890.

C. M. Butt, Justice of the Peace in and for Madison County, Ohio.

Precept To Clerk of said Court:

Issue Summons in the above entitled cause, directed to the Sheriff of Union County, returnable according to law. Indorse: Money; amount claimed \$1075<sup>21</sup> with interest thereon at the rate of 6 per cent. per annum from the 9<sup>th</sup> day of April, 1889.

Dated this -- day of September, A. D. 1890.

Powell, Owens Ricketts & Black.

Summons

6067 Afterward, on the 3<sup>rd</sup> day of October, 1890, a Summons was issued by the clerk of court, indorsed to wit:

The State of Ohio  
Union County,

To the Sheriff of said County:

You are hereby commanded to notify Smith & Nett that they have been sued by James F. Black as Receiver of the Plain City Bank in the Court of Common Pleas of Union County and must answer by the first 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 13<sup>th</sup> day of October, A. D. 1890.

Witness my hand and the seal of said Court this 3<sup>rd</sup> day of October, 1890.

Seal

R. M. Leroy, Clerk.

Indorsed: Money; Amount, \$1075<sup>21</sup> at 6% per annum from April 9<sup>th</sup>, 1889.

Sheriff's Return

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 to wit:

6069

|               |        |
|---------------|--------|
| Ser. & Return | \$ 30  |
| Mileage       | 2 70   |
| Copies        | 40     |
| Total         | \$ 310 |

State of Ohio  
Union County

Sheriff's Return

Received this writ October 3<sup>rd</sup>, A. D. 1890 at 7 o'clock A. M. and served same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of Mr. Smith, one of the former firm of Smith & Nett, on the 9<sup>th</sup> day of October 1890.

Thomas Martin, Sheriff.

Entry

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Entry

Afterward, on the 25<sup>th</sup> day of May, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

6069

James T. Black, Receiver

vs

S. Smith & W. Nett

Journal 15, Page 521

Now comes the plaintiff by his attorney and the defendant being in default for demurrer and answer the Court find that the allegations of the petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of \$1212.<sup>00</sup>

It is therefore considered by the Court that the said plaintiff James T. Black, Receiver to recover from the defendants S. Smith & W. Nett the sum of \$1212.<sup>00</sup> and the costs herein expended.

Approved: John A. Price, Judge.

Attest

R. M. Crony clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of May, to wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 5<sup>th</sup> day of May, 1890, The Oberlin University filed in the Clerk's office of the said Court of Common Pleas the following Petition against John M. Eldery, to wit:

Petition

State of Ohio

Union County

Court of Common Pleas

5987

Trustees of Oberlin University

vs

John M. Eldery

The plaintiff is a corporation duly incorporated under the laws of the State of Ohio. The plaintiff says that there is due it from the defendant John M. Eldery as maker upon a certain promissory note a copy of which with all the indorsements thereon is herein after set forth, the sum One hundred dollars with interest thereon from October 15<sup>th</sup>, 1874 at the rate of 6% per annum. Said promissory note with all indorsements and credits thereon is in the following words and figures.

Westerville, Ohio, October 15<sup>th</sup>, 1874.

Three years after date I promise to pay to the

Trustees of Oberlin University of Ohio or their agent One hundred dollars with interest at the rate of six per cent. to be used as follows:

- First: The principal is to be held sacred forever and secured against loss.
- Second: The interest alone to be used to support instruction in said University.
- Third: Should this donation ever be used for any other purpose than herein specified the undersigned shall have the right to recover said sum of money from said University.

The indorsements and credits thereon are in the words and figures following: Received November 30<sup>th</sup>, 1875 interest \$6<sup>00</sup>; Received February 14<sup>th</sup>, 1877 interest \$6<sup>00</sup>; Received November 1<sup>st</sup>, 1877 interest \$6<sup>00</sup>; Received November 1<sup>st</sup>, 1877, interest \$6<sup>00</sup>; Received September 13<sup>th</sup>, 1879 interest \$6<sup>00</sup>; Received November 8<sup>th</sup>, 1880 interest \$6<sup>00</sup>; Received February 14<sup>th</sup>, 1882, interest \$6<sup>00</sup>.

The plaintiff says that the interest which has been paid by the defendant has been used to support instruction in the said University in full compliance with the second condition in the within described note.

Wherefore the plaintiff, "The Oberlin University the holder and owner of said promissory note asks for a judgment against said John M<sup>r</sup> Eldery as maker of said promissory note for One hundred dollars (\$100<sup>00</sup>) with interest from October 15<sup>th</sup>, 1881, together with his costs and for such other and further relief as in law and equity it may be entitled to.

State of Ohio, Union County  
Cole and Bales Attorneys for Plaintiff.

Burham B. Bales makes oath that he is one of the attorneys for the above named plaintiff and that the above pleading is founded on a written instrument for the payment of money only and said instrument is in the possession of affiant and that he believes the facts stated in the said petition are true.

Burham B. Bales,  
Sworn to before me by said Burham B. Bales and by him signed in my presence this 3<sup>rd</sup> day of May, 1890.  
R. M<sup>r</sup> Leroy, Clerk of Court.

To the Clerk:  
Issue Summons for John M<sup>r</sup> Eldery, returnable according to law. Indorsed for money only.

Afterward, on the 3<sup>rd</sup> day of May, 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 John M<sup>r</sup> Eldery

Writ

Summons

5987

that to Court of by the plaintiff accord

the 12<sup>th</sup>

this 3<sup>rd</sup> Seal Indorse 15<sup>th</sup>, 1881.

Sheriff's Return

County Court

5984

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Reply

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5984



that he has been sued by the Oberlin University 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 3<sup>rd</sup> day of May, A. D. 1890.

Seal

R. M<sup>r</sup> Leroy, Clerk

Indorsed: "Money only". Amount \$100<sup>00</sup> with interest from October 15<sup>th</sup>, 1881.

Sheriff's Return

And on the 8<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, to wit:

5984

|                           |         |                   |
|---------------------------|---------|-------------------|
| The State of Ohio         |         | Sheriff's Return. |
| Ser. <sup>nd</sup> Return | 30      | Union County      |
| Mileage                   | 1 00    |                   |
| Copy                      | 20      |                   |
| Total                     | \$ 2 10 |                   |

Received this writ May 3<sup>rd</sup>, 1890, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to the within named John M<sup>r</sup> Eldery, defendant on the 8<sup>th</sup> day of May, 1890.

Thomas Martin, Sheriff.

Answer

Afterward, on the 31<sup>st</sup> day of May, 1890, an Answer was filed with the Clerk of Court, to wit:

5984

|                            |                        |
|----------------------------|------------------------|
| The Oberlin University     | Court of Common Pleas, |
| vs                         | Union County, Ohio.    |
| John M <sup>r</sup> Eldery |                        |

Now comes the defendant and for answer to the petition of the plaintiff says he denies that he is indebted to the plaintiff in any manner whatever. Defendant says that the note set up in the plaintiff's petition is for a future gift without any consideration whatever and is therefore void and of no effect. He therefore prays to go hence without day and recover his costs herein expended.

J. M. Kennedy,

Attorney for Defendant.

State of Ohio,  
Union County S. S.

John M<sup>r</sup> Eldery, being duly sworn says the facts and allegations of the foregoing answer are as he believes true

John M<sup>r</sup> Eldery.

Sworn to and subscribed in my presence this 30<sup>th</sup> day of May, A. D. 1890.

Seal

A. H. Kollefrath, Notary Public.

Reply

Afterward, on the 3<sup>rd</sup> day of June, 1891, a Reply was filed with the Clerk of Court, to wit:

5984

|                            |                                         |
|----------------------------|-----------------------------------------|
| The Oberlin University     | Court of Common Pleas, Union County, O. |
| John M <sup>r</sup> Eldery |                                         |

Now comes the plaintiff and for a reply to the answer of the defendant in this case denies each and every allegation therein contained.

State of Ohio  
Union County S.S. | Cole<sup>4th</sup> Bales, Atty. for Pltff.

Burnham C. Bales being sworn says that he is one of the attorneys for the plaintiff, that the action is founded on written instrument for the payment of money only, and that instrument is in possession of affiant, and that the allegations made in the foregoing reply are as he believes true.

Burnham C. Bales.

Subscribed and sworn to before me this 3<sup>rd</sup> day of June, 1891.

Seal R. M<sup>r</sup> Coory, Clerk.

Motion

5884 Afterward, on the 16<sup>th</sup> day of June, 1891, a Motion for New Trial was filed with the Clerk of Court.

The Oberlin University  
vs  
John M<sup>r</sup> Eldery  
Court of Common Pleas.

On trial to the Court a Jury having been waived by both parties the defendant moves the Court for a new trial herein for the following reasons, to wit:

- 1<sup>st</sup>. The Court erred in admitting the testimony of witness for plaintiff who gave parole evidence to add to a written instrument.
- 2<sup>nd</sup>. That said judgment is against the law of the case.
- 3<sup>rd</sup>. That said judgment of the Court is against the weight of the testimony.
- 4<sup>th</sup>. And for other manifest errors.

J. M. Kennedy, Atty. for Deft.

Entry

5884 Afterward, on the 17<sup>th</sup> day of June, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

The Trustees of Oberlin University  
vs  
John M<sup>r</sup> Eldery  
Journal 13, Page 552

This cause coming on this day to be heard, and a Jury being waived was submitted to the Court upon the pleadings, the petition, answer and reply and the evidence, and on consideration thereof the Court find in the issue joined for the plaintiff. And the defendant having moved the Court for a new trial the Court on consideration overrules the same.

It is therefore considered by the Court that the Trustees of Oberlin University plaintiff recover from the said John M<sup>r</sup> Eldery, defendant, the said sum of One hundred and seven  $\frac{13}{100}$  dollars of which the principal viz: \$100<sup>00</sup> is to be held sacred forever and secured against loss.

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Petition

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and the interest to be used to support instruction in said University, together with their costs herein expended taxed to -- to all of which rulings, judgments and decisions of the Court the said defendant by his attorney 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 Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of May, to-wit, on the 25<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 26<sup>th</sup> day of April, 1890, Robert Samler filed in the Clerk's office of the said Court of Common Pleas the following Petition against William Moodie et al.

Petition Robert Samler  
vs.  
5977 Alfred Hale, William  
Moodie and Sarah A. Hale

Court of Common Pleas,  
Union County, Ohio.

The said plaintiff Robert Samler represents that on the 5<sup>th</sup> of July, 1888 the defendants Alfred Hale and his wife Sarah A. Hale, being the owners in fee simple of the John Struble farm so commonly called in Survey N<sup>o</sup> 5292 in Paris Township of said County of Union in the State of Ohio and on which they now reside and formerly known as the Michael farm containing 118 acres more or less of the value of Six thousand dollars.

That on said date of July 5<sup>th</sup>, 1888 said Sarah A. Hale and Alfred Hale her husband conveyed said land to William Moodie for the pretended consideration of \$6000<sup>00</sup> but in fact for no consideration whatever and for the purpose of defrauding their creditors as said Moodie well knew.

That while the plaintiff was ignorant of the fact of said conveyance said Moodie represented to the plaintiff that if he would pay off the judgment hereinafter mentioned and would assist said Alfred Hale to raise forty-five dollars to pay a claim of Nathan Moffitt against said Hale and take said Alfred Hale's note hereinafter mentioned for \$81<sup>30</sup> he the said William Moodie would pay the same himself.

That said judgment was for \$23<sup>25</sup> debt and \$3<sup>00</sup> costs and was rendered January 21<sup>st</sup>, 1888 and said note of \$45<sup>00</sup> was given to the Farmers Bank at Marysville

Ohio for money loaned said Alfred Heale by note on which plaintiff signed as her surety. July 3<sup>rd</sup>, 1888 and which was by them renewed to said Bank for \$45<sup>00</sup> August 27<sup>th</sup>, 1888 and when due 30 days after its date plaintiff paid and on the 17<sup>th</sup> of July, 1888 said Alfred Heale gave his note for \$81<sup>38</sup>/<sub>100</sub> on settlement of indebtedness to Martin <sup>4</sup>/<sub>4</sub> Sautler existing before said representations of said Moodie to plaintiff. There is due plaintiff on said judgment the sum of \$26<sup>35</sup> with interest from January 21<sup>st</sup>, 1888 and the sum of forty-five dollars on said note given to the Farmers Bank with interest from September 27<sup>th</sup>, 1888, at 8 per cent. and the sum of \$81<sup>38</sup>/<sub>100</sub> on said note given to Martin <sup>4</sup>/<sub>4</sub> Sautler July 17<sup>th</sup>, 1888 with interest at 8 per cent. from July 17<sup>th</sup>, 1888 which last note is now owned by plaintiff and all of which claims the plaintiff contracted to pay and did pay under and by virtue of the said promise of the said Moodie that he would unconditionally himself pay plaintiff, he the said Moodie then and as aforesaid stated and promised to plaintiff that he would pay him the plaintiff. Plaintiff afterwards demanded of said Moodie that he pay said claim but said Moodie refused to pay the same or any part thereof.

Therefore plaintiff prays judgment against said Moodie for said several sums with interest aforesaid and that said claims be found a lien on said lands so fraudulently conveyed to said Moodie and said lands be sold to satisfy the same as equity requires

Robinson <sup>4</sup>/<sub>4</sub> Woodburn  
Attorneys for Plaintiff.

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

Robert Sautler, plaintiff being duly sworn deposes and says the allegations of the foregoing petition are true as he believes.

Robert Sautler.

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

Seal } R. M. Leroy, Clerk.

Precept to the Clerk:

Issue Summons to W<sup>m</sup> Moodie, Alfred Heale and Sarah A. Heale and indorse, Petition for judgment against W<sup>m</sup> Moodie for \$26<sup>35</sup> with interest from January 21<sup>st</sup> 1888 <sup>4</sup>/<sub>4</sub> for \$45<sup>00</sup> with 8 per cent. interest from September 27<sup>th</sup>, 1888, and for \$81<sup>38</sup>/<sub>100</sub> with 8 per cent. from July 17<sup>th</sup>, 1888 and for equitable relief.  
Robinson <sup>4</sup>/<sub>4</sub> Woodburn Atty's.

Summons

5977 Afterward, on the 26<sup>th</sup> day of April, 1890, a Summons was issued by the Clerk of Court, indorsed to wit:

The State of Ohio  
Union County,

To the Sheriff of said County.

You are hereby commanded to notify William

Moodie  
sued by  
Union  
or the  
true,  
12<sup>th</sup> day  
26<sup>th</sup> day  
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Moodie, Olfred Heale, Sarah A. Heale that they have been sued by Robert Samler in the Court of Common Pleas of Union County, and must answer by the 31<sup>st</sup> day of May, 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 April, A.D. 1890.

R. M. Leroy, Clerk.

Indorsed: "Money" \$26<sup>35</sup> at 6% from January 21<sup>st</sup>, 1888 and for \$45<sup>00</sup> at 8% from September 27<sup>th</sup>, 1888, and for \$81<sup>38</sup> from July, 1888 and for equitable relief.

Sheriff's Return

And on the 1<sup>st</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, to wit:

|                                                          |        |                                                          |                   |  |
|----------------------------------------------------------|--------|----------------------------------------------------------|-------------------|--|
|                                                          |        | State of Ohio                                            |                   |  |
| Ser. Return                                              | \$ 60  | Union County                                             | Sheriff's Return. |  |
| Mileage                                                  | 2 88   | Received this writ April 22 <sup>nd</sup> , A.D. 1890 at |                   |  |
| Copy                                                     | 60     | 10 o'clock A.M. and served same by leaving a             |                   |  |
| Total                                                    | \$ 128 | certified copy thereof with the indorsements there-      |                   |  |
| on at the usual place of residence of each of the within |        |                                                          |                   |  |
| named defendants on the 30 <sup>th</sup> of April, 1890. |        |                                                          |                   |  |
| Thomas Martin, Sheriff.                                  |        |                                                          |                   |  |

Answer

Afterward, on the 10<sup>th</sup> day of November, 1890, an answer was filed with the Clerk of Court, to wit:

Robert Samler vs. Wm. Moodie et al. Court of Common Pleas, Union County Ohio.

The defendant, William Moodie for answer to the petition of the plaintiff denies: 1<sup>st</sup> That Olfred Heale ever owned said farm or any part of said farm either jointly or severally with said Sarah A. Heale or any other way, but on the contrary defendant says that the said Sarah A. Heale owned said land in her own right from the 1<sup>st</sup> day of February 1887 to the 5<sup>th</sup> day of July, 1888 on which last named date the said Sarah A. Heale (the said Olfred Heale joining in the conveyance) deeded the same to this defendant who has ever since been and is now the owner thereof, and this defendant denies that said land was conveyed to him without consideration and denies that it was so conveyed to him for the purpose of defrauding plaintiff or for the purpose of defrauding the creditors of either Sarah A. Heale or of said Olfred Heale or anyone, but on the contrary this defendant avers that he purchased said land in good faith and paid a valuable consideration for

same. The defendant further denies that he represented or promised to the plaintiff that he would pay off the judgment mentioned in the plaintiffs petition or the forty-five (\$45<sup>00</sup>) dollar claim mentioned in plaintiffs petition, or the eighty-one <sup>3/4</sup>/<sub>100</sub> (\$81 <sup>3/8</sup>/<sub>100</sub>) dollar claim therein mentioned or the three <sup>3/4</sup>/<sub>100</sub> (\$3 <sup>10</sup>/<sub>100</sub>) dollar claim for cost mentioned therein on the conditions and under the circumstances stated in said petition and under no circumstances or conditions whatever did this defendant represent, promise or consent to pay to plaintiff any or either of the claims mentioned and described in plaintiffs petition.

2<sup>d</sup>. And this answering defendant avers that he made with the plaintiff no agreement, memorandum or note, in writing and signed by him to pay said claims or any or either of said claims neither did defendant authorize any person to sign his name to any such note or memorandum in writing and defendant avers that said claims being to answer for the debts, defaults and mis-carriage of Alfred Hale and are void under the statute of frauds and perjuries.

3<sup>d</sup>. And defendant denies that he "unconditionally" or otherwise stated or promised to plaintiff that he would pay to plaintiff any of the claims aforesaid, and no note or memorandum in writing signed by defendant or by his authority of any such statement or promise.

4<sup>th</sup>. This defendant denies that either of said claims are upon any known principle of law a lien upon said land and defendant denies that the plaintiff has the right to enforce the collection of said claims or any or either of them against this defendant or his said land, and defendant asks to be allowed to go hence without day and recover his costs herein &c.

W. W. Merchant, Porter & Porter  
Attorneys for W<sup>m</sup> Moodie.

State of Ohio  
Union County S.S.

W<sup>m</sup> Moodie, being first duly sworn according to law says; that the facts stated and the allegations made in the foregoing answer are, as this affiant verily believes.

W<sup>m</sup> Moodie.

Sworn to before me and subscribed in my presence this 8 day of November, 1890.

John M. Brodrick, Notary Public  
Union County, Ohio.

Afterward, on the 25<sup>th</sup> day of May, 1891, an entry was made on the Journal by the Clerk of Court, to wit:

5977 Robert Sauter

Or

W<sup>m</sup> Moodie et al

Journal 15, Page 522.

This cause coming on for hearing, and a jury

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being waived, was submitted to the court upon the plead-  
ing and evidence, on consideration whereof the court  
find there is due the plaintiff from the defendant  
Alfred Heale the sum of one hundred and <sup>75</sup>/<sub>100</sub> dollars with  
eight per cent. interest from May 25<sup>th</sup>, 1891.

It is therefore considered by the court that the  
said plaintiff recover from the said defendant Alfred  
Heale the sum of one hundred and <sup>75</sup>/<sub>100</sub> dollars and 8 per  
cent. interest from May 25<sup>th</sup>, 1891, and his costs herein  
expended taxed at \$ - - -.

It is further ordered by the court that this action  
be dismissed as to the defendant William Moodie and  
plaintiff pay the costs made against said Moodie in  
this action.

Attest  
R M Crony 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 May, to wit, on the 25<sup>th</sup> day of May in  
the year of our Lord one thousand eight hundred <sup>and ninety one</sup>.

Be it remembered that, heretofore, to wit, on the 25<sup>th</sup> day  
of May 1891, the following Petition, Answer <sup>and</sup> Entry as to  
Esquivit Note was filed with the clerk of Court, to wit:

Petition  
6203

The State of Ohio  
Union County ss.  
Bank of Richwood  
vs  
Joshua H. Howeson <sup>and</sup>  
J. H. Howeson

In the Court of Common Pleas  
Civil Action for Money.

Bank of Richwood, the above named plaintiffs  
say that there is due to them from Joshua H. Howeson <sup>and</sup>  
J. H. Howeson, defendants, on a promissory note made by the  
defendants dated the 17<sup>th</sup> day of November A. D. 1890, which  
note, with the warrant of Attorney thereto annexed, is  
hereto attached, the sum of three hundred and twenty-three  
<sup>and</sup> <sup>75</sup>/<sub>100</sub> dollars, with interest thereon at 8 per cent. from the 17<sup>th</sup>  
day of May, A. D. 1891.

The plaintiffs further say that  
they are the legal owners and holders of said note, that  
the same is due and unpaid.

Whereupon the plaintiffs ask judgment against  
said defendants for the sum of three hundred <sup>and</sup> twenty-  
three <sup>and</sup> <sup>75</sup>/<sub>100</sub> dollars, with interest at 8 per cent. from the 17<sup>th</sup>  
day of May, A. D. 1891.

S. S. Gardiner,  
Attorney for Plaintiff

The State of Ohio,  
Union County ss.

S. S. Gardiner, he is the attorney of record of plaintiffs, being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that this action is founded on an instrument in writing for payment of money only, which is in his possession.  
S. S. Gardiner.

Subscribed by S. S. Gardiner in my presence, and sworn to by him before me this 25<sup>th</sup> day of May, A. D. 1891.

R. M. Leroy, Clerk

By W. M. Winget, Deputy.

Seal

Copy of Note.

8323. <sup>20</sup>/<sub>100</sub> Six months after date, for value received, we jointly and severally promise to pay Bank of Richwood, at their office, three hundred and twenty-three <sup>20</sup>/<sub>100</sub> dollars with interest at the rate of 8 per cent. per annum, on all unpaid principal and interest after due; interest to be computed every year, with 5 per cent. attorney fee, if collected.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us or either of us, in any of said Courts, at 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 and seals this 17<sup>th</sup> day of November A. D. 1890.

Joshua H. Howison  
J. H. Howison

Bank of Richwood

In Court of Common Pleas,  
Union County, Ohio.

Answer

Joshua H. Howison et al.

6203

And now come Joshua H. Howison and J. H. Howison the above named defendants, by the undersigned their attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiffs, the holder of the note described in plaintiffs petition, and against the above named defendants, for the sum of three hundred and twenty three dollars and 60 cents, the amount appearing due for principal and interest on said note, and also consent that judgment be

entered of this fund hereby May

Entry

Bank

6203

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Petition

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6204

Bank Joshua J. H. H that



entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal the judgment in this case, is hereby waived.

May 25, A. D. 1891. E. W. Porter, Attorney for defendant.

Entry  
6203 Bank of Richwood  
vs  
Joshua H. Howeson et al

Journal 15, Page 521.

This day came the plaintiff by S. S. Gardner attorney, and thereupon came E. W. Porter, one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said plaintiffs as is alleged in said plaintiffs petition, the sum of \$323<sup>60</sup>. It is therefore considered that said plaintiffs do recover of said defendants the said sum of \$323<sup>60</sup> so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released and all right of appeal, and all right to file a petition in error are waived.

Attest  
R. M. Crosby 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 May, to wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore, to wit, on the 25<sup>th</sup> day of May, A. D. 1891, the following Petition, Answer, and Entry was filed with the Clerk of Court, to wit:

Petition  
6204 The State of Ohio,  
Union County, ss.

In the Court of Common Pleas.

Bank of Richwood

Civil Action for Money.

vs  
Joshua H. Howeson and  
J. H. Howeson

Bank of Richwood, the above named plaintiff say that there is due them from Joshua H. Howeson and

J. H. Howison defendants, on a promissory note made by the defendants dated the 31<sup>st</sup> day of March, A. D. 1891, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of one thousand dollars, with interest thereon at 8 per cent. from the 31<sup>st</sup> day of March, A. D. 1891.

The plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid. Whereupon the plaintiffs ask judgment against said defendants for the sum of one thousand dollars with interest at 8 per cent. from the 31<sup>st</sup> day of March, A. D. 1891.

S. S. Gardiner, Attorney for Plaintiff.

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

S. S. Gardiner, he is the attorney of record of said plaintiff, being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that this action is founded on a promissory note on payment of money only, which is in his possession.

S. S. Gardiner.

Subscribed by S. S. Gardiner in my presence, and sworn to by him before me, this 25<sup>th</sup> day of May, A. D. 1891.

R. M. Leroy, Clerk.

By W. M. Winget, Deputy.

Seal

Copy of Note \$1000<sup>00</sup>. One year after date, for value received, we jointly and severally promise to pay Bank of Richwood, at their office one thousand dollars with interest at the rate of 8 per cent. per annum, on all unpaid principal and interest after due; interest to be computed every year, with 5 per cent. attorney fee, if collected.

And we, or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us or either of us, in any of said Courts, at 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 and seals this 31<sup>st</sup> day of March, 1890.

Joshua H. Howison  
J. H. Howison

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Answer Bank

6204 Joshua  
J. H. Howison

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Answer

Bank of Richwood  
vs

In Court of Common Pleas,  
Union County, ss.

6204

Joshua H. Howeson  
J. H. Howeson

And now come Joshua H. Howeson, and J. H. Howeson the above named defendants, by the undersigned their attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiffs, the holders of the note described in plaintiffs petition, and against the above named defendants, for the sum of one thousand & eleven dollars, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal, in this case is hereby waived.

May 25, A.D. 1891.

E. W. Porter, Attorney for Defendant.

Entry

Bank of Richwood  
vs

Journal 15, Page 521.

6204

Joshua H. Howeson et al

This day came the plaintiff by S. S. Gardiner Attorney, and thereupon came E. W. Porter, one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendants to said plaintiffs as is alleged in said plaintiffs petition the sum of \$1011<sup>00</sup>. It is therefore considered that said plaintiff do recover of said defendants the said sum of \$1011<sup>00</sup>, so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest  
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 Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of February, to-wit, on the 9<sup>th</sup> day of February in the year of our Lord one thousand eight

hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 10<sup>th</sup> day of January, 1871, Amy Cain filed in the clerks office of the said Court of Common Pleas the following Petition against David B. Willoughby et al, to-wit:

Petition Amy Cain

vs.

Court of Common Pleas  
Union County, Ohio.

6125 D. B. Willoughby  
Anna M. Willoughby  
Ida B. Willoughby

The plaintiff says: That on or about the 12<sup>th</sup> day of March, A. D. 1889, she was the owner in fee simple and had possession of the following real estate situated in the Village of Richmond, Union County Ohio.

Beginning at a stone in the center of the gravel road leading from Richmond to Essex, the same being S. E. corner to a lot owned by William Phillips heretofore, now owned by John Brandon; thence with said Brandon lot S. 73° W. 21 poles to a stone; thence S. 11° W. 8 poles to a stone; thence N. 73° E. nineteen poles to a stone in center of said gravel road; thence N. 4° E. to the place of beginning containing one acre of land more or less; except strip one and one-half rods wide, commencing at S. E. corner and extending back 11<sup>1</sup>/<sub>2</sub> rods which has heretofore been conveyed away by former Board of Trustees, (Vol. 66, Page 306)

That on said day she entered into an agreement in writing with the defendant D. B. Willoughby, a copy of which is hereto attached marked "A." and made a part of this petition, that by the terms of this said agreement the said defendant D. B. Willoughby undertook and bound himself to move into the dwelling house on said real estate with himself and family, and take care of this plaintiff during her natural life time and provide the plaintiff reasonable burial after plaintiffs death. That in consideration of such care and furnishing, the plaintiff bound herself to, and did on the 12<sup>th</sup> day of March, A. D. 1889, convey to the two defendants, to-wit, Anna M. Willoughby and Ida B. Willoughby the said real estate subject to the plaintiffs life estate.

That about the -- day of March 1889 the said D. B. Willoughby and his family moved into said dwelling-house and for a short time lived with the plaintiff.

That soon thereafter the said D. B. Willoughby, who is wholly insolvent, and his said family quarreled with and became abusive to the plaintiff and failed to comply with his contract before referred to, by reason of which plaintiff was compelled to rescind the same as hereinafter stated:

And on the 12<sup>th</sup> day of July, 1889, the plaintiff and said D. B. Willoughby by the terms of a writing then executed by themselves (a copy of which is hereto attached marked "B" and a part hereof) rescinded the contract aforesaid marked

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"A." herein and by the terms thereof the plaintiff released said D. B. Willoughby from all his obligations arising from and by said contract, and the said D. B. Willoughby released plaintiff from all of her obligations by reason of the same. The said D. B. Willoughby then on the 15<sup>th</sup> of July 1889 with his said family removed from said dwelling house and the plaintiff has since resided alone.

The plaintiff says that she is now seventy seven years of age and without children alive, or husband. That the said D. B. Willoughby formerly intermarried with a daughter of this plaintiff, which daughter is long since deceased, and the said D. B. Willoughby has since remarried, and Anna M. Willoughby and Ida B. Willoughby are the issue of said second marriage, and are minors aged respectfully four and seven years.

That there was no other or further consideration for the conveyance of this plaintiff to said minor children other than the short time that the defendant D. B. Willoughby lived with plaintiff as aforesaid during which time plaintiff partly furnished provisions and all her household goods to aid and assist in keeping house.

The plaintiff says she would not have made the aforesaid conveyance but for the confidence and full faith she had in the promise of said D. B. Willoughby, that he would care for her during her natural life-time during health and sickness and do and perform as stated in the said contract marked "A."

Plaintiff says she never received anything from said minors children for said conveyance nor a promise or obligation for anything in the future for said real estate which is all the property, except a few household goods owned by the plaintiff. And she is supported mainly by a small pension.

Plaintiff says that said minors children, to wit, ought not to hold title to said real estate because the said conveyance is by reason of the fraud and failure upon the rights of this plaintiff by the said D. B. Willoughby.

Wherefore plaintiff prays that said deed may be set aside and held for naught and that she may be restored to all her rights and interests in said real estate that she had and held in said real estate and for all proper relief that justice and equity may require.

S. S. Gardiner <sup>and</sup>

D. W. Ayers, Attorneys for Plaintiff.

State of Ohio,  
Union County ss.

Amy Cain being duly sworn says the facts stated and allegations in the foregoing petition are as she believes true.

Amy <sup>her</sup> Cain <sub>marks</sub>

Attest: Wm A. Phelps.

Sworn to before me and signed in my presence by the said Amy Cain this 7<sup>th</sup> day of January, 1891.

{Seal} W<sup>m</sup> A. Phelps, Notary Public

"A." This agreement made this 12<sup>th</sup> day of March, 1889, by and between Amy Cain <sup>and</sup> David B. Willoughby, witnesses.

Said Amy Cain being old and in poor health <sup>and</sup> needing care and attention agrees with the said David B. Willoughby as follows: "That if said David B. Willoughby will remove he and family into her house and reside with her during the balance of her days and take care of her in sickness and health she will do as follows;

She will make, execute, and deliver a deed of her property where she now resides in Richwood, Ohio, to his two children subject to her own life estate and at her death all the personal property she may have and all her estate except said real estate shall be his absolutely less whatever her funeral expenses may be and such debts as she may owe at the time of her decease.

Said Willoughby shall also have rent for the use of said house and furniture in common with her except the two front rooms, one up stairs and one down stairs, <sup>and</sup> furniture therein which said Amy Cain reserves for her own use. She will also provide her own wood for said rooms and will assist in providing for the table as far as she feels she is able.

Said Willoughby agrees that he will forthwith move he and family with said house and will take proper care of said Amy Cain during the balance of her life, she shall have the privilege of eating at the table with them (he and family) and they will cook and prepare all food and at her death he will see that she is properly and appropriately buried in the Licking Church Yard in Union Township, Licking County, Ohio, and provide a suitable monument for her grave.

Amy <sup>her</sup> X <sub>mark</sub> Cain.

Witness: S. S. Gardiner  
D. B. Willoughby

"B." July 12<sup>th</sup>, 1889.

Whereas, since the making of this agreement the said Amy Cain has become dissatisfied and requests the said Willoughby to move himself and family out of her house and wishes said Willoughby to relinquish his rights under this contract so far as relates to the possession of said premises and the right to her personal property at her death.

It is therefore agreed between said parties that said Willoughby shall move out of said house by Monday the 15<sup>th</sup> inst. and he will release and relinquish all rights under this contract so far as he himself is concerned but does not

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relinquish any rights his children may have by virtue of the deed heretofore executed and delivered by said Amy Cain to them and the said Amy Cain does hereby release him from his obligations under this agreement.

Witness: S. S. Gardiner Amy Cain  
W. B. Willoughby

To the Clerk:

Issue Summons on the above Petition to Sheriff of Union County, Ohio, for defendants returnable according to law. Indorse: Action to set aside deed and for equitable relief. S. S. Gardiner  
D. W. Ayers, Attorney for Plaintiff.

Summons

Afterward, on the 10<sup>th</sup> day of January, 1891, a Summons was issued by the Clerk of Court, indorsed to wit:

6125

The State of Ohio  
Union County

To the Sheriff of said County.

You are hereby commanded to notify W. B. Willoughby, Anna M. Willoughby and Ida B. Willoughby (minors under 17 years) that they have been sued by Amy Cain in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of February, A. D. 1891, 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 19<sup>th</sup> day of January, A. D. 1891.

Witness my hand and the seal of said Court, this 10<sup>th</sup> day of January, A. D. 1891.  
R. M. Leroy, Clerk.

Sheriff's Return

Indorsed: "Action to set aside deed equitable relief"

6125-

And on the 16<sup>th</sup> day of January, 1891, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

|             |       |
|-------------|-------|
| Ser. Return | \$30  |
| Adal. Hfts. | 45    |
| Mileage     | 288   |
| Copies      | 80    |
| Total       | \$443 |

The State of Ohio

Sheriff's Return

Received this writ January 10<sup>th</sup>, 1891, at 11 o'clock A. M. and served same by delivering a certified copy of this writ to Anna M. Willoughby and Ida B. Willoughby (minors) and W. B. Willoughby

and also on the 15<sup>th</sup> day of January, 1891, served by delivering a certified copy of this writ with indorsements thereon to W. B. Willoughby, father of said minors and the person with whom said minors reside, on the 15<sup>th</sup> day of January 1891.  
Thomas Martin, Sheriff.

Entry

6125-

Afterward, on the 17<sup>th</sup> day of February, 1891, an entry was made on the Journal by the Clerk of Court.

Amy Cain  
vs  
W. B. Willoughby et al

Journal 15, Page 474

This day this cause came on to be heard and on motion of plaintiff Ellsworth Griffith was appointed

guardian ad litem for the minor children Anna M. Willoughby and Ida B. Willoughby defendants herein.

Answer

6125 Afterward, on the 17<sup>th</sup> day of February, 1891, Answer of Guardian Ad Litem was filed with the Clerk of Court, to-wit:

Amy Cain

vs D. B. Willoughby et al

Court of Common Pleas,  
Union County, Ohio.

Anna M. Willoughby and Ida B. Willoughby minor defendants by J. Ellsworth Griffith their Guardian Ad Litem, for answer to the petition deny all the allegations therein contained, and say that they are of tender years and ask the Court to protect their rights and to grant them such relief as is proper.

J. E. Griffith.

Entry

6125 Afterward, on the 4<sup>th</sup> day of March, 1891, an entry was made on the Journal by the Clerk of said Court.

Amy Cain

vs D. B. Willoughby

Journal 15. Page 474.

This day this cause came on to be heard on the petition of the plaintiff, the answer of J. E. Griffith, Guardian Ad Litem of Ida Willoughby and Anna M. Willoughby and the evidence, and the said David B. Willoughby being in default for answer and demurrer, the Court find that the allegations of the petition are true and the plaintiff ought in equity to have her deed to said minor children set aside and held for naught.

It is thereupon by the Court ordered and decreed that the said deed so executed and delivered by plaintiff to said minor conveying premises described in the petition be and the same hereby is set aside and held for naught and plaintiff is adjudged and decreed to be the owner in fee simple of said premises the same as if said deed had not been made. And it is further ordered that plaintiff pay the costs of this proceeding taxed to \$ - -

Attest

R M Crony 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 May, to-wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety-one. Be it remembered that, heretofore, to-wit,

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Clerk's

Petition

J. W. E.

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that on the 15<sup>th</sup> day of April, 1891, John W. Evans filed in the Clerk's office of the said Court of Common Pleas the following Petition against Bruce Robinson et al, to wit:

J. W. Evans  
vs  
Bruce Robinson  
6176 E. L. Artz<sup>2nd</sup>  
John F. McCallough

Court of Common Pleas,  
Union County, Ohio.

The plaintiff says: That his action is founded upon a promissory note, of which the following is a copy  
" \$ 416 <sup>76</sup>/<sub>100</sub> January 1<sup>st</sup>, 1890.  
One year after date I promise to pay to the order of J. W. Evans, Four hundred and sixteen <sup>76</sup>/<sub>100</sub> dollars at 8 per cent. interest from date. Value received.

" There are no credits thereon.  
Bruce Robinson  
E. L. Artz  
John F. McCallough.

" There is due from the defendants to the plaintiff on said note the sum of four hundred and sixteen dollars and seventy cents, which he claims with interest at the rate of eight per cent. from the first day of January, 1890 and for which he asks judgment.  
John B. Coate

The State of Ohio, | Attorney for Plaintiff.  
Union County ss.

J. W. Evans, the plaintiff, being duly sworn says he believes the facts stated in the foregoing petition to be true.  
J. W. Evans.

Sworn to by the said J. W. Evans before me and signed by him in my presence this 16<sup>th</sup> day of April, 1891.  
S.W. H. Durboran, Notary Public.

To the Clerk:  
Issue a Summons for Bruce Robinson, E. L. Artz<sup>2nd</sup> and John F. McCallough to the Sheriff of Union County, Ohio, returnable according to law. Amount claimed Four hundred and sixteen dollars and seventy cents with interest at the rate of eight per cent. from the first day of January, 1890.  
John B. Coate, Atty. for Plf.

6176 Afterward, on the 18<sup>th</sup> day of April, 1891, a Summons was issued by the Clerk of Court, indorsed, to wit:

The State of Ohio, |  
Union County ss. To the Sheriff of the County of Union  
We command you to notify Bruce Robinson E. L. Artz<sup>2nd</sup> and John F. McCallough that they have been sued by John W. Evans in the Court of Common Pleas of Union County, and that unless they answer by the 16<sup>th</sup> day of May, 1891, the petition of said John W. Evans against them filed in the Clerk's office of the 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 April, A.D. 1891.

Witness my hand and the seal of said Court, this 15<sup>th</sup> day of April, 1891.

R. M. Leroy, Clerk of Court.

Sheriff's Return

And on the 22<sup>nd</sup> day of April, 1891, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

6176

|         |         |
|---------|---------|
| Service | \$ 60   |
| Mileage | 2 40    |
| Copy    | 60      |
| Return  | 20      |
| Total   | \$ 3 80 |

The State of Ohio.

Union County, ss.

Sheriff's Return.

Received this writ, April 18<sup>th</sup>, 1891, at 10 o'clock A.M. And pursuant to its command on the 22<sup>nd</sup> day of April, 1891, I served the same by delivering a certified copy thereof with the indorsements thereon to each of the within named defendants.

Thomas Martin, Sheriff.

Motion

Indorsed: Money, amount claimed \$416<sup>70</sup> with 8% interest from January 1<sup>st</sup>, 1890.

6176

Afterward, on the 15<sup>th</sup> day of May, 1891, the following motion was filed with the Clerk of Court, to wit:

John W. Evans

vs

Bruce Robinson et al

In Common Pleas Court

Union County Ohio.

Defendants move that plaintiff be ordered to make his petition more definite and certain by stating -  
1<sup>st</sup>. Who are indorsers: who are makers of said note.  
2<sup>nd</sup>. Whether or not payment of said note was demanded at maturity or at any other time and  
3<sup>rd</sup>. If payment was demanded at maturity whether or not the indorsers were notified.

Howard C. Black, Atty.

Entry

Afterward, on the 17<sup>th</sup> day of June, 1891, an entry was made on the Journal by the Clerk of Court, to wit:

6176

John W. Evans

vs

Bruce Robinson et al

Journal 15, Page 552.

This day came the parties by their attorneys and thereupon this cause came on to be heard upon the motion of the defendant to make the plaintiffs petition more definite and certain, on consideration whereof the Court overruled said motion. And thereupon this cause came on to be heard upon the petition, the defendants being in default for want of answer, and by consent of the plaintiff as well as of the Court, this cause is submitted to the Court upon the petition, exhibits and testimony. And the Court thereupon being fully advised in the premises, do find that the defendants Bruce Robinson, E. K. Artz, and

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John T. McLaughlin owe to the plaintiff John W. Evans, as he in his petition in that hath alleged, the sum of four hundred and sixteen dollars and seventy cents with interest thereon from the first day of January, A.D. 1890 at the rate of eight per cent, which interest to this date June 13<sup>th</sup>, 1891, amounts to the sum of forty-eight dollars and thirty-three cents, making the total amount found due and owing to the plaintiff by the defendants the sum of four hundred and sixty-five dollars and three cents.

Therefore it is considered and adjudged by the court that the plaintiff John Evans, recover of the defendants, Bruce Robinson, C. L. Arty and John T. McLaughlin the sum of four hundred and sixty-five dollars and three cents, his debt aforesaid, and also his costs in this behalf expended taxed to --- dollars and --- cents.

Attest  
 R. M. Loring 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 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 13<sup>th</sup> day of May, 1889, Matthew Lingrel filed in the clerks office of the said Court of Common Pleas, the following Petition against Aaron Coleman to-wit:

Petition Matthew Lingrel

vs

Court of Common Pleas  
 Union County, Ohio.

5805 Aaron Coleman

Plaintiff says that defendant is indebted to him on a written contract (which contract is lost) but which is in substance as follows: Said defendant was to pay said plaintiff the sum of four hundred dollars for four acres of land in the Village of Byhalia, Union County Ohio.

Said contract was made and dated about November 1876 and the money was to be paid on the 1<sup>st</sup> day of April 1877 bearing 8% interest; that since said date said defendant has paid all of said four hundred dollars and interest but \$102<sup>50</sup>.

Said plaintiff says there is due from said defendant on said contract the sum of \$102<sup>50</sup> interest and principal yet unpaid. Wherefore plaintiff asks judgment for the sum of one hundred and two <sup>50</sup>/<sub>100</sub> dollars and interest at 8% from the 27<sup>th</sup> day of May, 1889.

W. T. Hooper  
 Attorney for Plaintiff

State of Ohio,  
Union County, ss.

Matthew Kingrel being sworn says he is the above plaintiff and that the facts in the foregoing petition are as he believes true.

Matthew Kingrel

Sworn to and subscribed in my presence this 12<sup>th</sup> day of May, 1889.

Seal } R. M. Leroy, Clerk.

To the Clerk:

Issue Summons in the above action. Indorsed: "Action for money only". Amount claimed \$102<sup>50</sup> with interest at 8% from May 27<sup>th</sup>, 1889. W. F. Hooper, Atty.

Summons

5805 Afterward, on the 13<sup>th</sup> day of May, 1889, a Summons was issued by the Clerk of Court, indorsed as follows:

The State of Ohio.

Union County.

To the Sheriff of said County.

You are hereby commanded to notify Aaron Coleman that he has been sued by Matthew Kingrel in the Court of Common Pleas of Union County, and must answer by the 15<sup>th</sup> day of June, 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 27<sup>th</sup> day of May, A. D. 1889.

Witness my hand and the seal of said Court, this 13<sup>th</sup> day of May, A. D. 1889.

Seal }

R. M. Leroy, Clerk.

5805 Sheriff's Return County, returned said writ to the Clerk's office in said County, which return is as follows:

The State of Ohio

Union County

Sheriff's Return.

|      |             |       |
|------|-------------|-------|
| 5805 | Ser. Return | 30    |
|      | Mileage     | 3.20  |
|      | Copy        | 20    |
|      | Total       | \$370 |

Received this writ May 13<sup>th</sup>, A. D. 1889, at 2 o'clock P. M. and served same by delivering a certified copy thereof with the indorsements thereon to the within named Aaron Coleman, defendant on the 14<sup>th</sup> day of May, 1889.

Thomas Martin, Sheriff.

Indorsed: "Money only". Amt. claimed \$102<sup>50</sup>, 8% from May 27<sup>th</sup>, 1889.

Entry

5805 Afterward, on the 21<sup>st</sup> day of June, 1889, an Entry was made on the Journal by the Clerk of Court:

Matthew Kingrel

vs

Aaron Coleman

Journal 13, Page 137.

This cause came on for hearing on the petition of the plaintiff, and the evidence, the defendant being in default for answer and demurrer, and was submitted to the Court; on consideration whereof the Court find on the issues joined between the plaintiff and defendant

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Aaron Coleman for the plaintiff and find the allegations of the petition confessed as against the defendant Aaron Coleman and that said defendant is indebted to the plaintiff in the sum of \$-

It is therefore considered that the plaintiff recover from the said defendant the said sum of \$- together with his costs expended and taxed at \$- and execution is awarded therefor.

Attest

R M Crony clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Gentle 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 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to wit, on the 6<sup>th</sup> day of May, 1891, Frank P. Taylor filed in the Clerk's office of the said Court of Common Pleas the following Petition against Jennie B. Taylor, to wit:

Petition Frank P. Taylor

vs

To the Court of Common Pleas

6191. Jennie B. Taylor

Union County, Ohio.

The plaintiff says: That he has been a resident of the State of Ohio, for the year last past, and that he is now a bona fide resident of the said County of Union.

That on the 27<sup>th</sup> day of December, 1890 he was married to the defendant, Jennie B. Taylor.

Plaintiff says: That he was married to the defendant in the State of Indiana, and that he arranged with the defendant that he would come on to the State of Ohio where his residence was and make arrangements for housekeeping, and that the defendant would follow him.

The plaintiff pursuant to said arrangement did come on to Ohio, and made arrangements for housekeeping, and wrote to the defendant to come on; but the defendant then wrote to the plaintiff that she would not live with him, and the plaintiff kept urging her but she refused to live with him; and the defendant then went to the city of Ft. Wayne in the State of Indiana, and assumed a different name, and went into a theatrical museum and has ever since lived under an assumed name and passed herself off as an unmarried woman. The plaintiff charges the defendant with gross neglect of duty and abandonment. Wherefore the plaintiff prays that he

may be divorced from the defendant, and for all proper relief

J. L. Cameron

Attorney for Plaintiff.

The State of Ohio.

Union County S.S.

In the matter of the petition of Frank P. Taylor against Jennie E. Taylor in the Court of Common Pleas of Union County, Ohio.

The said Frank P. Taylor being first duly sworn says that the said Jennie E. Taylor is not a resident of the State of Ohio, and that her residence is to the plaintiff wholly unknown, and that he could not with reasonable diligence ascertain the same. And that he has filed in the said Court of Common Pleas a petition for divorce, and that he desires to ask service by publication and further saith not.

Frank P. Taylor.

Sworn to before me and signed in my presence this 7<sup>th</sup> day of May, 1891.

Seal

R. M. Leroy, Clerk.

Proof of Publication

Notice

6191

Jennie E. Taylor, residence unknown, will take notice that on the 7<sup>th</sup> day of May, 1891, Frank P. Taylor filed in the Court of Common Pleas of Union County, Ohio, his petition praying for divorce from said Jennie E. Taylor, on the grounds of gross neglect of duty and abandonment. Said petition will be for hearing on and after the 18<sup>th</sup> day of June, 1891.

J. L. Cameron, Atty.

Frank P. Taylor.

The State of Ohio.

Union County, ss.

I, Mrs. F. A. Graham, publisher, being duly sworn, says that the notice hereto attached was published in the "Richwood Gazette," on the 14<sup>th</sup> day of May 1891, and continued therein six consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Mrs. F. A. Graham.

Sworn to and subscribed before me, this 25<sup>th</sup> day of June 1891.

Joseph Cowen,

Justice of the Peace.

Printers Fee \$2.50

Probate -- \$0.25 = \$2.75

Entry

6191

Afterward, on the 18<sup>th</sup> day of June, 1891, an entry was made on the Journal by the Clerk of Court, to wit

Frank P. Taylor

vs

Jennie E. Taylor

This day this cause came on to be heard upon the petition and evidence; on consideration whereof the Court

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being fully advised finds that the plaintiff has been a resident of the State for more than one year next before filing his petition, and at the time of filing said petition he was and until the present he has been a resident of this County.

The Court further finds that due and legal notice of the filing of said petition, and the pendency thereof, has been given to the said defendant as required by law.

The Court further finds that said defendant has been guilty of gross neglect of duty as charged in said petition, and that by reason thereof the plaintiff is entitled to be divorced from her.

It is therefore considered ordered and adjudged by the Court that the marriage relation heretofore existing between said parties be and the same is hereby annulled and set aside and both parties released from the obligations of the same. And it is ordered that the plaintiff pay the costs hereof taxed to \$.

Attest  
R M Curry 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 May, to wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one. Be it remembered that heretofore, to wit, on the 8<sup>th</sup> day of November, 1890, Carrie L. Gabriel, filed in the Clerk's office of the said Court of Common Pleas the following

Petition  
6094

Carrie L. Gabriel  
vs  
Rodney Gabriel

Court of Common Pleas,  
Union County Ohio.

Plaintiff says she is a bona fide resident of Union County, Ohio, and of the State of Ohio for more than a year last past.

Plaintiff further says that on the 16<sup>th</sup> day of November, 1887 she was married to the defendant whom she prays may be made a party hereto: and that she has always conducted herself toward the defendant as a faithful and obedient wife, yet he disregarding his obligations and marital duties has been guilty of gross neglect of duty toward the plaintiff, wholly neglecting to provide her a home or the necessaries of life and wastes his substance in drunkenness and debauchery.

She therefore prays that upon the final hearing of this case she be granted a divorce from the defendant and that she be restored to her former name of Carrie L.

Marysville and for all proper relief.

Carrie B. Gabriel

By J. M. Kennedy, her Attorney.

To the Clerk:

Issue Summons and Copy of Petition for Rodney Gabriel, directed to Sheriff of Union County, Ohio, returnable according to law.

J. M. Kennedy, Attorney.

Summons

Afterward, on the 8<sup>th</sup> day of November, 1890, a Summons was issued by the Clerk of Court, to wit:

6097

The State of Ohio

Union County ss.

To the Sheriff of Union County.

You are commanded to notify Rodney Gabriel that Carrie B. Gabriel has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a true copy of which is herewith delivered to you to be served on him) charging him with gross neglect of duty, and asking that she be divorced from him and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 17<sup>th</sup> day of November, A.D. 1890.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 8<sup>th</sup> day of November, 1890.

Seal

R. M. Crory, Clerk.

By W. M. Winger, Deputy.

Sheriff's Return

And on the 15<sup>th</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:

6094

The State of Ohio,

|         |    |      |
|---------|----|------|
| Service | \$ | 60   |
| Copies  |    | 40   |
| Mileage | 2  | 00   |
| Total   | \$ | 3 00 |

Union County, ss.

Sheriff's Return.

Received this writ on the 8<sup>th</sup> day of November, 1890, and on the 14<sup>th</sup> day of November, 1890 I served the same by delivering a true copy thereof with the endorsements thereon, together with a certified copy of the petition to the within named Rodney Gabriel, defendant.

Thomas Martin, Sheriff.

Entry

Afterward, on the 26<sup>th</sup> day of May, 1891, an Entry was made on the Journal by the Clerk of Court, as follows:

6094

Carrie B. Gabriel

vs.

Rodney Gabriel

Journal 15, Page 525

This day this cause came on for hearing upon the petition of the plaintiff, the defendant being in default for answer or demurrer, and the Court after hearing the testimony and counsel for plaintiff do find as follows:

That said parties were duly married as stated in the

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petition. 2<sup>d</sup>. That due notice of the pendency of this petition had been served on the defendant.

3<sup>d</sup>. That the defendant was guilty of gross neglect of duty and cruelty as alleged in the petition.

It is therefore ordered and adjudged by the court that the plaintiff be divorced from the defendant and that she be restored to her former name of Carrie L. Waverport and that she recover her costs herein expended at \$- - from said defendant Rodney Gabriel.

Attest  
R M Lerry 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 K. Price, Judge of said Court, of the term of May, to-wit, on the 25<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety-one - . Be it remembered that heretofore, to-wit, on the 18<sup>th</sup> day of April, 1891, Emma A. M<sup>rs</sup> Wade filed in the clerks office of the said Court of Common Pleas the following

Petition against Spencer G. M<sup>rs</sup> Wade.

Emma A. M<sup>rs</sup> Wade

vs.

Spencer G. M<sup>rs</sup> Wade

In Court of Common Pleas  
Union County, Ohio.

Petition

6173-

The plaintiff says: That she has been a resident of the State of Ohio, for the year last past, and has a good faith residence in the County of Union:

That on the 4<sup>th</sup> day of March, A. D. 1884 at said County she was married to the defendant, Spencer G. M<sup>rs</sup> Wade; and that the following named children have been born to plaintiff and defendant of said marriage, to-wit: Leonard D. M<sup>rs</sup> Wade, aged five years; and Gladis J. M<sup>rs</sup> Wade, aged two years.

Plaintiff says further: That said defendant, in disregard of his marital duties, did, on or about the 29<sup>th</sup> day of December, A. D. 1888, willfully, and with out cause, abandon Plaintiff, and has been further guilty of gross neglect of duty toward this plaintiff, in this to-wit: For more than two years last past, said defendant has wholly failed, neglected, and refused to provide plaintiff and said children with the common necessaries of life, so that plaintiff and her said children have been forced to live upon the charity of friends and the labor of plaintiff, and all because of said defendants failure and refusal to furnish such support, though able so to do.

Wherefore plaintiff prays that she may be divorced

from the defendant; that she may be decreed the custody of said children; and that she may be granted such other and further relief in the premises as is proper.

Emma A. M<sup>rs</sup> Wade.

To the clerk of Common Pleas:

Issue Summons <sup>4th</sup> copy of petition to defendant Spencer G. M<sup>rs</sup> Wade, directed to the Sheriff of Muskingum County, Ohio, and indorse: "Action for divorce <sup>4th</sup> custody of minor children."

James M<sup>rs</sup> Campbell,

Attorney for Plaintiff.

Summons

Afterward, on the 18<sup>th</sup> day of April, 1891, a Summons was issued by the clerk of said Court, indorsed to wit:

6175 The State of Ohio

Union County ss. To the Sheriff of Muskingum County:

You are commanded to notify Spencer G. M<sup>rs</sup> Wade that Emma A. M<sup>rs</sup> Wade has filed in the office of the clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him,) charging him with willfull absence and asking that she be divorced from him, and that she have custody of children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 27<sup>th</sup> day of April, 1891.

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 18<sup>th</sup> day of April, 1891.

Seal

R. M<sup>rs</sup> Leroy, Clerk.

Sheriff's Return

And on the 28<sup>th</sup> day of April, 1891, the Sheriff of said County returned said writ to the clerk's office in said County which return is as follows:

6175

|         |    |     |
|---------|----|-----|
| Service | \$ | 60  |
| Copy    |    | 24  |
| Mileage |    | 32  |
| Docket  |    | 25  |
| Return  |    | 30  |
| Postage |    | 65  |
| Total   | \$ | 176 |

Received 3 o'clock P. M. on the 20<sup>th</sup> day of April, 1891, and on the 23<sup>rd</sup> day of April, 1891, I served the same by handing a true copy thereof together with a copy of petition to the within named Spencer G. M<sup>rs</sup> Wade.

William H. Bolin, Sheriff  
By Charles N. Bainter, Deputy.

Entry

Afterward, on the 13<sup>th</sup> day of June, 1891, an entry was made on the Journal by the clerk of Court, to wit:

Emma A. M<sup>rs</sup> Wade

Journal 15, Page 546.

6175

Spencer G. M<sup>rs</sup> Wade

Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court finds

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him in default for answer and demurrer to said petition, and finds that the allegations thereof are confessed by him to be true. The court also finds that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of said County of Union, and that the parties hereto were married, as in said petition set forth.

The court further finds, upon the evidence adduced that the defendant has been guilty of gross neglect of duty toward plaintiff in his abandonment of and failure to support said plaintiff, and their said infant children, though said defendant was able to support plaintiff as charged in said petition, and that by reason of said gross neglect of duty the said plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Emma A. M<sup>rs</sup> Wade and Spencer G. M<sup>rs</sup> Wade be, and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be until further order confided to the said Emma A. M<sup>rs</sup> Wade exclusively. And the said Spencer G. M<sup>rs</sup> Wade, defendant, is hereby enjoined from interfering in any manner with either of said children, or with the said Emma A. M<sup>rs</sup> Wade in her custody of them. But it is hereby ordered that the defendant Spencer G. M<sup>rs</sup> Wade, have the privilege of visiting said children not oftener than once a month in the daytime. It is further ordered that the plaintiff pay the costs of this proceeding, and execution is awarded therefor.

Attest  
R. M. 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>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 28<sup>th</sup> day of January, 1890, Dora Brown filed in the Clerk's office of said Court the following Petition against Thomas Brown to-wit:

Dora Brown  
vs  
Thomas Brown

Court of Common Pleas,  
Union County, Ohio.

Plaintiff says she has been a resident for more than a year of the State of Ohio and is now a bona fide resident of Union County. That on the 2<sup>d</sup> day of May, 1887, at the County of Union, State of Ohio, she was lawfully married to the defendant whom she prays may be made a party hereto and whom she charges with gross neglect of duty toward the plaintiff for more than a year last past wholly neglecting to furnish her any means of support or a home to live in although the plaintiff has always conducted herself as a faithful wife. During said marriage there has been born to them two children, one now dead; the living one's name is Bessie, 16 months old.

She therefore prays that upon the final hearing of this petition she be granted a complete divorce from said defendant and that she have the custody, care and control of said infant child and for all proper relief in the premises.

Dora Brown by  
J. M. Kennedy, her Attorney.

State of Ohio,

Union County ss. Dora Brown, the plaintiff in the above case says that the place of residence of said Thomas Brown is to her unknown and that service of summons cannot be had on him in Ohio; that she could not by reasonable diligence be found by her, and that the above action is one under the Statutes of Ohio, for the purpose of obtaining a divorce and further she says not.

Dora Brown.

Sworn to and subscribed by the said Dora Brown before me this 27<sup>th</sup> day of January, A. D. 1890.

A. H. Kollepath,

Notary Public.

Seal

Legal Notice

Thomas Brown, whose place of residence is unknown, late of Union County, Ohio, will take notice that on the 28<sup>th</sup> day of January, A. D. 1890, in the Court of Common Pleas of Union County, Ohio, where said action is now pending, the undersigned Dora Brown, filed her petition against said Thomas Brown, praying for divorce from him and for custody of minor child aged about 8 months, charging said defendant with gross neglect of duty. The said Thomas Brown is required to answer the petitioners said action not later than the 8<sup>th</sup> day of March, A. D. 1890, or such divorce may be granted.

The State of Ohio,  
Union County, ss.

Dora Brown, by  
J. M. Kennedy, her Attorney.

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

Proof of Publication

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A. J. Hare.

Sworn to and subscribed before me this 10<sup>th</sup> day of March

1890.

{Seal}

R. M. Gray, Clerk.

Entry

Afterward, on the 24<sup>th</sup> day of November, 1890, an entry was made on the Journal by the Clerk of Court, to wit:

5920

Dora Brown

vs

Journal 15, Page 424.

Thomas Brown

This day this cause came on for hearing on the petition of the plaintiff the defendant being in default for answer, and the Court being fully advised in the premises do find for the plaintiff.

1<sup>st</sup> That said parties were married as alleged in the petition.

2<sup>nd</sup> That due notice of the pendency of said petition had been given in the Union County Journal, a paper of general circulation in said County for six weeks next preceding the hearing hereof.

3<sup>rd</sup> That the defendant had been guilty of gross neglect of duty as charged in said petition.

It is therefore considered, ordered and adjudged by the Court that a complete divorce be granted the plaintiff and that the marriage relation heretofore existing between the parties hereto be dissolved, and that the plaintiff have the custody, care and education of the child, Bessie, and recover her 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 Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of May, to wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore to wit on the 23<sup>rd</sup> day of May, 1891, M<sup>rs</sup> Lema Louis <sup>3rd</sup> Griswold filed in the Clerk's office of the said Court of Common Pleas the following Petition against Charles Erb, to wit:

Petition

State of Ohio

Union County Court of Common Pleas.

6205

M<sup>rs</sup> Lema Louis <sup>3rd</sup> Griswold

vs

Charles Erb.

Plaintiffs say that they are a partnership formed for the purpose of doing business in the State of Ohio under the firm name of M<sup>rs</sup> Lema Louis <sup>3rd</sup> Griswold.

Plaintiffs say that there is due them from the

defendant Charles Erb as maker upon the promissory note, a copy of which with all the indorsements is hereinafter set forth the sum of (\$1200) Twelve hundred dollars with interest thereon from January 1<sup>st</sup> 1890 at 8%. Said promissory note is in the following words and figures:

\$1200<sup>00</sup> Columbus, Ohio, January 1<sup>st</sup>, 1890.

One day after date I promise to pay to the order of Mrs. Linn Louie Griswold, Twelve hundred dollars, at Milford Centre, Ohio. Value received with interest at the rate of 8 per cent. per annum from date.

(Signed) Charles Erb.

Wherefore the plaintiff asks judgment against said defendant Charles Erb as maker of said promissory note for Twelve hundred dollars (\$1200) with interest from January 1<sup>st</sup> 1890 at the rate of 8% from date.

Cole W. Bales,

State of Ohio  
Union County ss.

Attorneys for Plaintiff.

Burnham C. Bales being sworn says that this action is founded upon a written instrument for the payment of money; that he is the attorney for the above named plaintiffs and that said instrument is in the possession of affiant and that he believes the facts stated in the said petition are true.

Burnham C. Bales.

Sworn to and subscribed before me this 23<sup>rd</sup> day of May 1891.

Seal

R. M. Leroy, Clerk of Courts.

Summons

Afterward, on the 23<sup>rd</sup> day of May, 1891, a summons was issued by the clerk of court which is as follows:

6205 State of Ohio

Union County:

To the Sheriff of said County, Greeting:

We command you to notify Charles Erb that he has been sued by Mrs. Linn Louie Griswold in the Court of Common Pleas of Union County, and that unless they answer by the 20<sup>th</sup> day of June, A. D. 1891 the petition of said plaintiffs against them filed in the clerk's Office of said court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 1<sup>st</sup> day of June, A. D. 1891.

Witness my hand and the seal of said court, this 23<sup>rd</sup> day of May, 1891.

Seal

R. M. Leroy, Clerk.

Indorsed: Action for Money. Amount claimed \$1200<sup>00</sup> with interest at eight per cent. from January 1<sup>st</sup>, 1890.

Cole W. Bales, Attorney.

Sheriff's Return

And on the 1<sup>st</sup> day of June, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows, to wit:

6205 State of Ohio

Union County ss

Sheriff's Return.

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Entry  
6205

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Petition

6206

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| Service | 30     | Received this writ May 23 <sup>rd</sup> , 1891, at 3 o'clock P. M. <sup>3/4</sup> pursuant to its command, on the 24 <sup>th</sup> day of May, 1891, I served the same by leaving a certified copy thereof with the indorsements thereon at the usual place of residence of the within named defendant. |
| Mileage | 1.04   |                                                                                                                                                                                                                                                                                                         |
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| Total   | \$1.54 |                                                                                                                                                                                                                                                                                                         |

Thomas Martin, Sheriff.

Entry  
6205  
M<sup>r</sup>: Louis Louis <sup>3/4</sup> Griswold  
vs  
Charles Erb.  
Journal 16, Page 6.

This day this cause was submitted to the Court by the plaintiff, and the Court finds that the said defendant has been duly served by summons and is in default for answer or demurrer to the petition herein; the petition is taken as confessed by him. Whereupon it is adjudged by the Court that the said plaintiff recover against the said Charles Erb as makers of the promissory note described in the petition the sum of \$133<sup>47</sup> with interest at the rate of 8% per annum from May 25<sup>th</sup>, 1891, together with his costs in this behalf incurred 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 Fifth 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 26<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that heretofore, to-wit, on the 23<sup>rd</sup> day of May, 1891, M<sup>r</sup>: Louis Louis <sup>3/4</sup> Griswold filed in the Clerk's office of the said Court of Common Pleas the following Petition against Charles Erb <sup>3/4</sup> Brother, to-wit:

Petition  
6206  
Union County Court of Common Pleas.  
M<sup>r</sup>: Louis, Louis <sup>3/4</sup> Griswold  
vs  
Charles Erb <sup>3/4</sup> Bro.

Plaintiffs say they are a partnership formed for the purpose of doing business in the State of Ohio under the firm name of M<sup>r</sup>: Louis, Louis <sup>3/4</sup> Griswold. Plaintiffs say that there is due them from the defendant Charles Erb <sup>3/4</sup> Bro. as maker upon a promissory note a copy of which with all the indorsements is hereinafter set forth. The sum of Ten hundred <sup>3/4</sup> seventy <sup>90</sup>/<sub>100</sub> dollars (\$1070<sup>90</sup>) with

interest thereon at 8 per cent. (from date) from January 5<sup>th</sup>, 1889.  
 Said promissory note is in the words and figures following:  
 \$1070<sup>00</sup>. Columbus, Ohio, January 5<sup>th</sup>, 1889.

One day after date we promise to pay to the order  
 of M<sup>r</sup> Lemuel Louis Grimold Ten hundred and seventy <sup>3</sup>/<sub>4</sub>  
<sup>3</sup>/<sub>4</sub> dollars at Milford Centre, Ohio. Value received with inter-  
 est at the rate of 8 per cent. from date.

(Signed) Charles Erb <sup>2</sup>/<sub>4</sub> Bro.

Indorsed as follows: Received October 31<sup>st</sup>, 1889, cash \$118<sup>72</sup>; Received  
 February 4<sup>th</sup>, 1890, cash \$41<sup>50</sup>; Received February 27<sup>th</sup>, 1890, cash \$112<sup>00</sup>;

Received March 26<sup>th</sup>, 1890, cash \$15<sup>00</sup>;

Received July 7<sup>th</sup>, 1890, cash \$103<sup>25</sup>;

Received June 23<sup>rd</sup>, 1890, cash \$100<sup>00</sup>;

Received August 25<sup>th</sup>, 1890, cash \$100<sup>00</sup>;

Received November 6<sup>th</sup>, 1890, cash \$9<sup>00</sup>.

Wherefore plaintiffs ask judgment against the defend-  
 ants Charles Erb <sup>2</sup>/<sub>4</sub> Bro. as maker of said promissory -- in the  
 sum of \$424<sup>72</sup> with interest thereon from -- at the rate of 8% from  
 January 1<sup>st</sup>, 1891.

Bolt <sup>2</sup>/<sub>4</sub> Bales, Attorneys for Plaintiffs.

State of Ohio,

Union County ss.

Burnham C. Bales, being sworn says that he is one  
 of the attorneys for plaintiff; that the above pleading is founded  
 upon a written instrument for the payment of money only and  
 said instrument is in the possession of the affiant, and that he  
 believes the facts stated in the foregoing petition are true.

Burnham C. Bales.

Subscribed and sworn to before me this 23<sup>rd</sup> day of May  
 A.D. 1891. Seal R. M<sup>r</sup> Erory, Clerk.

Summons

6206

Afterward, on the 23<sup>rd</sup> day of May, 1891, a Summons was  
 issued by the clerk of court, indorsed as follows:

The State of Ohio

Union County, ss.

To the Sheriff of Union County:

We command you to notify Charles Erb <sup>2</sup>/<sub>4</sub> Brother  
 that they have been sued by M<sup>r</sup> Lemuel Louis Grimold in  
 the Court of Common Pleas of Union County, and that unless  
 they answer by the 20<sup>th</sup> day of June, 1891, the petition of said  
 plaintiffs against them filed in the clerk's Office of said Court  
 such petition will be taken as true, and judgment rendered  
 accordingly. You will make due return of this summons  
 on the 1<sup>st</sup> day of June, 1891.

Witness my hand and the seal of said Court, this 23<sup>rd</sup>  
 day of May, 1891.

Seal R. M<sup>r</sup> Erory, Clerk.

Indorsed: Action for money. Amount claimed \$424<sup>72</sup> with interest  
 thereon at the rate of 8 per cent. from January 1<sup>st</sup>, 1891, being balance  
 on note of \$1070<sup>00</sup> made July 5<sup>th</sup>, 1889. Bolt <sup>2</sup>/<sub>4</sub> Bales, Attys.

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And on the 1<sup>st</sup> day of June, 1891, 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                                             |                   |  |
| Service | 30       | Union County, ss                                              | Sheriff's Return. |  |
| Mileage | 1 1/4    | Received this writ May 23 <sup>rd</sup> , 1891, at 3 o'clock  |                   |  |
| Copy    | 20       | P. M. and pursuant to its command on the 24 <sup>th</sup> day |                   |  |
| Total   | \$ 1 5/4 | of May, 1891. I served the same by leaving a certified        |                   |  |
|         |          | copy thereof with the indorsements thereon at the usual place |                   |  |
|         |          | of residence of Charles Erb, the within named defendant.      |                   |  |
|         |          | Thomas Martin, Sheriff.                                       |                   |  |

Entry Afterward, on the 26<sup>th</sup> day of August, 1891, an entry was made on the Journal by the Clerk of Court, to wit:

|      |                                                      |                     |
|------|------------------------------------------------------|---------------------|
| 6206 | M <sup>r</sup> . Lume, Louis <sup>2d</sup> Griswold. | Journal 16, Page 6. |
|      | vs                                                   |                     |
|      | Charles Erb, Bar                                     |                     |

This day this cause was submitted to the Court by the plaintiff and the Court finds that the said defendants have been duly served by summons and are in default for answer or demurrer to the petition herein, the petition is taken as confessed by them. Whereupon it is adjudged by the Court that the said plaintiff recover against the said Charles Erb <sup>2d</sup> Brother as maker of the promissory note described in the petition the sum of \$437.<sup>56</sup> with interest thereon at the rate of 8 per cent. per annum from May 25<sup>th</sup>, 1891, together with his costs in this behalf incurred, 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 Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of May, to wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore, to wit, on the 23<sup>rd</sup> day of May, 1891, M<sup>r</sup>. Lume, Louis <sup>2d</sup> Griswold filed in the Clerk's Office of said Court of Common Pleas the following petition against

|          |                                                      |                       |
|----------|------------------------------------------------------|-----------------------|
| Petition | Charles Erb, to wit:                                 |                       |
| 6207     | M <sup>r</sup> . Lume, Louis, <sup>2d</sup> Griswold | Court of Common Pleas |
|          | vs                                                   | Union County, Ohio    |
|          | Charles Erb                                          |                       |

There is due plaintiff from defendant the sum of Five hundred <sup>40</sup>/<sub>100</sub> dollars (\$500.<sup>40</sup>) which he claims with interest from the first day of January, 1891, on an account of

which a copy is herewith attached, with all credits and indorsements thereon marked "A." Plaintiffs say they are a partnership doing business in the State of Ohio under the firm name of M<sup>r</sup> Louis<sup>2nd</sup> Griswold.

Wherefore plaintiffs ask judgment against said defendant in said sum of Five hundred <sup>43</sup>/<sub>100</sub> (\$500.<sup>43</sup>) dollars with interest from the 1<sup>st</sup> day of January, 1891.

State of Ohio.

Cole<sup>2nd</sup> Bates

Union County ss

Attorneys for Plaintiff.

Burnham C. Bates being first duly sworn says that this action is based upon an account a copy of which is hereto attached; that the plaintiff is a non-resident of this county; that the facts stated and allegations made in the foregoing petition are as he believes true.

Burnham C. Bates.

Sworn to and subscribed before me this 23<sup>rd</sup> day of May A. D. 1891.

Seal

R. M<sup>r</sup> Leroy.

Clerk of Courts.

Summons

Afterward, on the 23<sup>rd</sup> day of May, 1891, a Summons was issued by the Clerk of Court, indorsed to wit:

6207

The State of Ohio

Union County, ss

To the Sheriff of Union County

We command you to notify Charles Erb that he has been sued by M<sup>r</sup> Louis<sup>2nd</sup> Griswold in the Court of Common Pleas of Union County, and that unless he answer by the 20<sup>th</sup> day of June, A. D. 1891, the petition of said plaintiffs against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 1<sup>st</sup> day of June, A. D. 1891.

Witness my hand and the seal of said Court, this 23<sup>rd</sup> day of May, A. D. 1891.

Seal

R. M<sup>r</sup> Leroy, Clerk.

Indorsed; Money on Account. Amount of claim \$500.<sup>43</sup> with interest from the 1<sup>st</sup> day of January, 1891.

Cole<sup>2nd</sup> Bates.

Sheriff's Return

And on the 1<sup>st</sup> day of June, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to wit:

6207

The State of Ohio,

Union County, ss

Sheriff's Return.

Service 30

mileage 1 54

Copy 20

Total \$ 154

Received this writ May 23<sup>rd</sup>, 1891, at 3 o'clock P. M. pursuant to its command, on the 24<sup>th</sup> day of May, A. D. 1891, I served the same by leaving a certified copy thereof with the indorsements thereon at the usual place of residence of the within named defendant.

Thomas Martin, Sheriff.

Entry

6207

M<sup>r</sup> Louis<sup>2nd</sup> Griswold

Court by defendant for as confessed that the plaintiff is a non-resident of this county and the facts stated and allegations made in the foregoing petition are as he believes true.

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Marysville  
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James C.

Petition

The State of Ohio

Union County

6238

Kirby

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Entry

6207

Afterward, on the 26<sup>th</sup> day of August, an entry was made on the Journal by the clerk of Court, to wit:

M<sup>r</sup>: Louis, Louis <sup>3</sup>/<sub>4</sub> Greenold

vs

Charles Erb

Journal 16, Page 7.

This day this cause was submitted to the Court by the plaintiff, and the Court finds that the said defendant has been duly served by summons and is in default for... or demurrer to the petition herein, the petition is taken as confessed by him. Whereupon it is adjudged by the Court that the said plaintiff M<sup>r</sup>: Louis, Louis <sup>3</sup>/<sub>4</sub> Greenold recover against the said Charles Erb the sum of (\$512<sup>00</sup>) Five hundred and twelve <sup>3</sup>/<sub>4</sub> <sup>18</sup>/<sub>100</sub> dollars on an account as set forth in the petition in this case with interest at 6% from May 25<sup>th</sup>, 1891, together with his costs in this behalf incurred taxed at 5-.

Attest  
R M Crosby clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John 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>3</sup>/<sub>4</sub> ninety one.

Be it remembered that, heretofore, to wit, on the 25<sup>th</sup> day of August, 1891, Kirby <sup>3</sup>/<sub>4</sub> Greenawalt filed in the Clerk's Office of said Court of Common Pleas the following Petition against James Powers et al. to wit:

Petition

6238

The State of Ohio

Union County, ss

Kirby <sup>3</sup>/<sub>4</sub> Greenawalt

vs

James Powers <sup>3</sup>/<sub>4</sub>

Mary A. Powers

In the Court of Common Pleas.

Civil Action for Money only.

Kirby <sup>3</sup>/<sub>4</sub> Greenawalt the above named plaintiffs say that there is due to them from James Powers and Mary A. Powers, defendants on a promissory note made by the defendants, dated the 13<sup>th</sup> day of April A. D. 1891, which note with the warrant of attorney thereto annexed, is hereto attached, the sum of one hundred dollars <sup>3</sup>/<sub>4</sub> fifty-seven cents, with interest thereon at 8 per cent. from the 13<sup>th</sup> day of April, 1891.

The plaintiffs further say that they are legal owners and holders of said note, that the same is due <sup>3</sup>/<sub>4</sub> unpaid.

Whereupon, the plaintiffs ask judgment against said defendants for the sum of One hundred dollars and fifty-seven cents, with interest at eight per cent. from the 13<sup>th</sup> day

of April, 1891.

John M. Brodrick, Attorney for Plaintiffs.  
The State of Ohio,  
Union County, ss.

A. G. Kirby, one of the above named plaintiffs being duly sworn, says that he believes the statement in the foregoing petition to be true.

A. G. Kirby.

Subscribed by A. G. Kirby in my presence, and sworn to by him before me, this 25<sup>th</sup> day of August, A. D. 1891.

A. H. Stoltefrath  
Notary Public.

Note. \$100.<sup>57</sup> Marysville, Ohio, April 13<sup>th</sup>, 1891.

Ninety days after date for value received, we or either of us, promise to pay Kirby <sup>of</sup> Greenawalt or order, One hundred <sup>57</sup>/<sub>100</sub> dollars, at Marysville, Ohio, with eight per cent. from date and 8 per cent. after due.

And we hereby dispense with demand of payment, protest and notice of non payment of this note, and authorize any Attorney-at-Law to appear for us, or either of us, at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere, <sup>and</sup> waiving the issuing and service of process, to confess judgment against us, or either of us, in favor of the holder or holders of this note for the amount of said note, and interest, on the same at the rate of eight per cent. per annum, 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 and all right of appeal in this behalf.

Kirby <sup>of</sup> Greenawalt

Signed } James Powers  
Mary A. Powers.

Answer James Powers <sup>of</sup>  
Mary A. Powers

In the Court of Common Pleas  
Union County, Ohio.

6238 And now comes James Powers <sup>of</sup> Mary A. Powers, the above named defendants, by the undersigned their attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiffs, the holders of the note described in plaintiffs petition, and against the above named defendants for the sum of One hundred <sup>57</sup>/<sub>100</sub> three dollars and fifty-two cents, the amount appearing due for principal and interest on said note and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

August 25<sup>th</sup>, 1891.

J. B. Cole, Attorney for Defendants

Entry Kirby <sup>of</sup>

6238 James B

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Duly Kirby <sup>and</sup> Grundwalt.

Journal 15 Page 573

6238 James Cowere et al.

This day came the plaintiff by John M. Baodrnick, their 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 defendants herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendants to said plaintiffs as is alleged in said plaintiffs petition, the sum of \$103<sup>52</sup>. It is therefore considered that said plaintiffs do recover of said defendants the said sum of \$103<sup>52</sup> so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum.

And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest  
R. M. Crovy Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John B. Price, Judge of said Court of the term of May, to-wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 25<sup>th</sup> day of August, 1891, Michael Davis filed in the Clerk's Office of the said Court of Common Pleas the following petition against B. Watson et al. to-wit:

Petition The State of Ohio  
Union County, ss

6239 Michael Davis

Or

B. Watson <sup>and</sup>

R. Watson

In the Court of Common Pleas

Civil Action for Money only.

Michael Davis the above named plaintiff says that there is due him from B. Watson <sup>and</sup> R. Watson defendants, on a promissory note made by the defendants dated the 28<sup>th</sup> day of November A. D. 1887 which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Six hundred dollars with interest thereon at 8% annually from the 28<sup>th</sup> day of November, A. D. 1887. The plaintiff further

says that he is the legal owner and holder of said note, that the same is due and unpaid, that the interest is payable annually. Whereupon, the plaintiff ask judgment against said defendants for the sum of Six hundred dollars with interest at 8% payable annually from the 28<sup>th</sup> day of November, A.D. 1887.

J. L. Cameron, Attorney for Plaintiff

Note

8600<sup>00</sup>. Milford Centre, Ohio, November 28<sup>th</sup>, 1887

One year after date, as principal debtors, we jointly and severally promise to pay to the order of Michael Davis Six hundred dollars for value received. With eight per cent. interest from date payable annually.

And we hereby dispense with demand of payment of this note, and authorize any Attorney at law to appear for us, or either of us, at any 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 28<sup>th</sup> day of November, 1887.

[Signed] B. Watson

R. Watson

Endorsed: Paid \$48<sup>00</sup> December 11<sup>th</sup>, 1888: Paid \$48<sup>00</sup> March 29<sup>th</sup>, 1890

The State of Ohio,  
Union County, ss.

J. L. Cameron, 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 cause of action is for the unconditional payment of money only and the same is founded upon a written instrument for that purpose which is now in the possession of affiant; and affiant is attorney for plaintiff.

J. L. Cameron.

Subscribed by J. L. Cameron in my presence, and sworn to by him before me, this 23<sup>rd</sup> day of August, A.D. 1891.

R. M. Leroy, Clerk

By W. M. Winger, Deputy.

Seal

Answer Michael Davis

vs

In Court of Common Pleas

6239 B. Watson

Union County, ss.

R. Watson

And now come B. Watson & R. Watson the above named defendant, by the undersigned their attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiff's

petition, of Six h due for that p defendant leased of real the pro August Michael

Entry

6239

B. Watson R. Watson

Attorney Attorney of Attorney and de and int virtue is due in said fore coufendaw to be d with in are rel file a p Attes R

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petition, and against the above named defendant for the sum of Six hundred <sup>24</sup>/<sub>100</sub> eighty seven dollars the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and 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.

August 25<sup>th</sup>, A. D. 1891.

R. L. Woodburn, Atty. for deft.

Entry

Michael Davis

vs

Journal 15, Page 572.

6239

B. Watson

R. Watson

This day came the plaintiff by J. L. Cameron, Attorney, and thereupon came R. L. Woodburn one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition the sum of \$687. It is therefore considered that said plaintiff do recover of said defendant the said sum of \$687 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8% per annum.

And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest  
R. M. Gray clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honourable John A. Price, Judge of said Court, of the term of May, to-wit, on the 25 day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be It remembered that, heretofore, to-wit, on the 25 day of August, 1891, S. S. Gardiner et al. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Amy Cain, to-wit:

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

Petition  
6240  
S. S. Gardiner  
D. W. Ayers  
vs  
Amy Cain

The defendant, on the 7<sup>th</sup> day of March, 1891, executed and delivered to plaintiffs her promissory note of that date with the warrant of attorney annexed, which warrant and note are hereto attached marked "Exhibit A." and made a part of this petition. Said note is unpaid, and there is now due the plaintiffs on said note the sum of One hundred dollars with interest at the rate of 8 per cent. per annum from the 7<sup>th</sup> day of March, A. D. 1891.

Wherefore plaintiffs pray judgment against said defendant for the sum of One hundred dollars with interest thereon from the 7<sup>th</sup> day of March, A. D. 1891, at the rate of 8 per cent. per annum till paid, and for costs of suit.

S. S. Gardiner,

Attorney for Plaintiffs.

Exhibit  
"A."

Ninety days after date, for value received, I promise to pay S. S. Gardiner and D. W. Ayers, or bearer, One hundred dollars with interest at the rate of 8 per cent. per annum, on all unpaid principal and interest 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 Records 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 and seal this 7<sup>th</sup> day of March, 1891.

Amy X Cain.

Attest: P. D. Finch.

The State of Ohio, Union County ss

S. S. Gardiner, being sworn, says that he is the attorney <sup>of</sup> one 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

Signed  
Seal  
The State of Ohio  
Union County  
6240  
S. S. Gardiner  
D. W. Ayers  
vs  
Amy Cain  
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S. S. Gardiner  
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Sworn to by said S.S. Gardiner before me, and by him signed in my presence, this 25<sup>th</sup> day of August 1891.

R. M. Crony, Clerk

By W. M. Winget, Deputy

Seal

Answer

The State of Ohio  
Union County ss

6240

S.S. Gardiner vs

D. W. Ayers

vs

Amy Cain.

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 One hundred <sup>24</sup>/<sub>100</sub> three dollars and seventy 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.

S.S. Gardiner vs

D. W. Ayers

vs

Amy Cain

J. B. Cole, Attorney for Defendant.

Entry

6240

This day came the plaintiffs by their attorney: also appeared in open Court, for and on behalf of said defendant J. B. Cole an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said 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, for One hundred and three dollars and seventy cents, being the amount of the principal and interest due on said note, and for all 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 One hundred <sup>24</sup>/<sub>100</sub> three dollars and seventy cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 25<sup>th</sup> day of August A. D. 1891; and also their costs herein expended taxed at -- 8.

Attest  
R. M. Crony Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price, Judge of said Court, of the term of May, to wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore, to wit, on the 14<sup>th</sup> day of March, 1891, Samuel Westlake et al. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John W. Clark et al. to wit:

Petition of Samuel Westlake & W. A. Westlake as Executors of the last will and testament of Josiah Westlake. vs. John W. Clark & Joseph W. Cartmell

Court of Common Pleas Union County, Ohio

The said plaintiffs aver that they are the Executors duly appointed and qualified of the last will and testament of Josiah Westlake deceased.

That on the 16<sup>th</sup> day of July, 1883 the said Josiah Westlake conveyed to said defendants John W. Clark & Joseph W. Cartmell the following described real estate situated in the Village of Marysville, Union County, Ohio and bounded as follows:

Beginning at a stake in the north margin of 4<sup>th</sup> Street (formerly called North Street) and with the center of Vine Street: thence S 88° E. 6 7/10 poles to the south east corner of a lot this day conveyed to Joseph W. Cartmell aforesaid by said Josiah Westlake: thence with said Cartmell's east line N. 2° E. 10 poles to a stake said Cartmell's north east corner: thence with the north line of said Cartmell's lot and the north line of John W. Clark's lot N. 88° W. 6 7/10 poles to the north-west corner of said Clark's lot: thence N. 2° E. 12 2/10 poles to a stake: thence S. 88° E. 10 12/10 poles to a stake: thence S. 2° W. 22 2/10 poles to the north margin of said 4<sup>th</sup> Street: thence with said 4<sup>th</sup> Street N. 88° W. 3 3/10 poles to the south east corner of said Cartmell's lot.

2<sup>nd</sup>. That as the same time and as part of the same transaction said Westlake conveyed to said Cartmell the following described real estate in said Village and adjoining the ground above described.

Beginning at a stake in the north margin of said 4<sup>th</sup> Street and S. 88° E. 6 7/10 poles from the center of Vine Street: thence N. 2° E. 10 poles to a stake: thence N. 88° W. 3 3/10 poles to a stake the north east of said Clark's lot: thence with said Clark east line S. 2° E. 10 poles to the north margin of said 4<sup>th</sup> Street: thence to the place of beginning.

3<sup>rd</sup>. That at the same time and as part of the same transaction said Westlake conveyed to said Clark the following described real estate in said Village and bounded as follows:

Beginning in the north margin of said 4<sup>th</sup> Street & in the center of said Vine Street and adjoining the land

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Samuel  
Waiver  
Joseph  
6161

above described: thence S. 88. E. 3 3/4 poles to the south-west corner of said Cartmull lot aforesaid: thence with his west line N. 2 E. 10 poles to a stake; thence N. 88. W. 3 3/4 poles to a stake; thence S. 88 E. to the beginning.

That to secure the purchase money for said real estate, the said defendants Joseph W. Cartmull and John W. Clark executed and delivered to said Josiah Westlake at the same time and place aforesaid and as a part of the same transaction a mortgage deed conveying to said Westlake the above described real estate, conditioned that said defendants should pay \$400<sup>00</sup> with interest payable annually in four years from the date thereof; that only \$24<sup>00</sup> has been paid thereon and there is now due said plaintiffs from said defendants by reason thereof \$400<sup>00</sup> with interest payable annually from July 16<sup>th</sup>, 1884, and the same is now due and unpaid, and the time when the same became payable has long since elapsed. That said mortgage was duly filed for record July 17<sup>th</sup>, 1883.

That in describing the land aforesaid in said mortgage by the mutual mistake of said parties the description includes only the parcel of land first herein described as conveyed jointly to said John W. Clark and Joseph W. Cartmull whereas it was intended and understood by all parties thereto to cover also the lot aforesaid conveyed to said Cartmull and also the said lot conveyed to said Clark. That said mortgage should and was intended by all said parties thereto to include all the three parcels of land above described and that said sum of money is a vendors lien on said real estate.

Wherefore plaintiffs ask for an order of this Court against said defendants to correct said description of said mortgage as above stated to make the same conform and correspond with the intention of the parties thereto and for an order of sale of said premises and the enforcement of vendors lien, and for such other and further relief as is right and proper in the premises.

Robinson, J<sup>r</sup> Woodburn  
Attorneys for Plaintiffs.

The State of Ohio,  
Union County ss.

Samuel Westlake being duly sworn says he believes the statements of the foregoing petition are true.  
Samuel Westlake.

Sworn to before me and subscribed in my presence  
this 7<sup>th</sup> day of March, 1891.  
Seal }  
Samuel Westlake et al

Joseph W. Cartmull et al

R. W. Leroy, Clerk of Courts.

Waiver

Joseph W. Cartmull et al

I hereby enter my appearance in this case

and waive the issuing and service of summons and consent to the order as asked for in said petition.

March 11<sup>th</sup>, 1891.

J. W. Cartmell

Præcipe To the clerk of said Court:

Issue summons in this case for John W. Clark. Indorse: with interest payable annually from July 16, 1887 and foreclosure of mortgage and other equitable relief. Robinson & Woodburn, Pltfs Atty.

Summons

Afterward, on the 14<sup>th</sup> day of March, 1891, a Summons was issued by the clerk of Court, indorsed to wit:

6161 The State of Ohio.

Union County.

To the Sheriff of said County:

You are commanded to notify John W. Clark et al that he has been sued by Samuel Westlake and H. A. Westlake Executors of Josiah Westlake, deceased, in the Court of Common Pleas of Union County, and must answer by the 11<sup>th</sup> day of April A.D. 1891, 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 March A.D. 1891.

Witness my hand and the seal of said Court, this 14<sup>th</sup> day of March A.D. 1891.

Seal

R. M. Leroy, Clerk.

Indorsed: Action for Money. Amount claimed \$400<sup>00</sup> with interest payable annually from July 16<sup>th</sup>, 1884 & Foreclosure of Mortgage and other equitable relief. Robinson & Woodburn.

Sheriff's Return

And on the 17<sup>th</sup> day of March, A.D. 1891, the Sheriff of said County returned said writ to the clerk's Office in said County which return is as follows:

6161

|                    |         |                                                                                                                                                                                                                                                      |
|--------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The State of Ohio. |         | Sheriff's Return.                                                                                                                                                                                                                                    |
| Union County.      |         |                                                                                                                                                                                                                                                      |
| Ser. & Return      | \$ 30   |                                                                                                                                                                                                                                                      |
| Mileage            | 2 88    |                                                                                                                                                                                                                                                      |
| Copy               | 20 10   |                                                                                                                                                                                                                                                      |
| Total              | \$33 88 | Received this writ March 14 <sup>th</sup> , A.D. 1891, at 10 o'clock A.M. & served same by delivering a certified copy thereof with the indorsements thereon to the within named John W. Clark, defendant on the 17 <sup>th</sup> day of March 1891. |
|                    |         | Thomas Martin, Sheriff.                                                                                                                                                                                                                              |

Entry

Afterward, on the 25<sup>th</sup> day of May, 1891, an Entry was made on the Journal by the clerk of Court, to wit:

6161 Samuel Westlake et al Exec. &c.

vs

John W. Clark et al

Journal 15 Page 527.

Now comes the said plaintiff, and the defendants came not and made default herein. And thereupon said plaintiffs submitted this case to the Court, and the Court being fully advised in the premises find that the allegations of plaintiff's petition are true and that said description should be corrected as prayed for in said

petition. defendant's portion. the amount that the petitioned that for in said paid with Sheriff of premises. That portion by Josiah Cartmell to said. As in case he is Court Samuel

Corrected Description

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Order of Sale

6161

To the the Sheriff June 1<sup>st</sup> is issued The State of Ohio Union at the on the ed a of Joseph

petition and that said plaintiffs ought to recover of said defendants John W. Clark and Joseph W. Bartwell in equal proportion the sum of (\$588<sup>00</sup>) Five hundred Eighty eight dollars the amount found due on said note and mortgage and that the same is a lien on the premises described in said petition.

It is therefore considered ordered and adjudged that the description of said premises be corrected as asked for in said petition and that if said sum of money is not paid within (5) five days that an order of sale issue to the Sheriff of Union County, Ohio, directing him to sell said premises according to law in separate lots as follows: First: That portion of said premises conveyed to said Clark exclusively by Josiah Westlake. Second: That part of said premises conveyed by said Josiah Westlake to said Clark and said Bartwell jointly, except that portion conveyed by said Clark to said Bartwell, offering each parcel thereof separately.

And that said Sheriff be directed to report his proceedings herein to this Court and for all other purposes this case is continued.

Samuel Westlake et al

Filed June 1<sup>st</sup>, 1891.

Corrected Description

vs John W. Clark et al

Beginning in the north margin of 4<sup>th</sup> Street, Marysville, Ohio, in the center of Vine Street: thence S. 88. E. 3<sup>37</sup>/<sub>100</sub> poles to the South-west corner of J. W. Bartwell's lot; thence with his line N. 2 E. 10 poles to a stake; thence N. 88. W. 3<sup>37</sup>/<sub>100</sub> poles to a stake; thence S. 88. E. to the beginning.

Also a parcel of land bounded as follows: Beginning at the North-west corner of the lot above described, thence S. 88 E. 10<sup>72</sup>/<sub>100</sub> poles to the east line of land conveyed to said Clark & Bartwell by Josiah Westlake; thence N. 2 E. 12<sup>20</sup>/<sub>100</sub> poles to a stake; thence N. 88 W. 10<sup>72</sup>/<sub>100</sub> poles to a stake; thence S. 2 W. 12<sup>20</sup>/<sub>100</sub> poles to the place of beginning, being the same land conveyed to said Bartwell & Clark by Josiah Westlake.

To the clerk:

Issue order of Sale in the above entitled case to the Sheriff of Union County, Ohio, returnable according to law. June 1<sup>st</sup>, 1891. Robinson & Woodburn

B. B. Robinson. Atty.

Order of Sale

Afterward, on the 1<sup>st</sup> day of June, 1891, an Order of Sale is issued by the clerk of Court, to wit:

6161 The State of Ohio, Union County, ss

To the Sheriff of said County. Greeting:

Whereas at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 25<sup>th</sup> day of May, 1891 Samuel W. Westlake et al obtained a judgment and decree against John W. Clark and Joseph W. Bartwell for the sum of Five hundred and eighty

eight (\$588<sup>00</sup>) dollars, and nine <sup>55</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 John W. Clark and Joseph W. Bartmell within 5 days from the 25<sup>th</sup> day of May, A. D. 1891 pay unto the said Samuel W. Westlake et al the said sum of Five hundred <sup>55</sup>/<sub>100</sub> eighty-eight dollars with interest from the 25<sup>th</sup> day of May, 1891, 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 Five hundred and eighty-eight dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to me of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at Law, the following lands <sup>2nd</sup>/<sub>4</sub> tracts, situate in Union County, Ohio, to-wit:

Beginning in the North margin of 4<sup>th</sup> Street, Marysville, Ohio, in the center of Vine Street: thence S. 88 E. 3 <sup>37</sup>/<sub>100</sub> poles to the South-west corner of J. W. Bartmell's lot: thence with his line N. 2 E. 10 poles to a stake: thence N. 88 W. 3 <sup>37</sup>/<sub>100</sub> poles to a stake: thence S. 88 E. to the beginning.

Also another parcel of land bounded as follows:

Beginning at the north-west corner of the lot above described: thence S. 88 E. 10 <sup>40</sup>/<sub>100</sub> poles to the East line of land conveyed to said Clark and Bartmell by Josiah Westlake: thence N. 2 E. 12 <sup>20</sup>/<sub>100</sub> poles to a stake: thence N. 88 W. 10 <sup>40</sup>/<sub>100</sub> poles to a stake: thence S. 2 W. 12 <sup>20</sup>/<sub>100</sub> poles to the place of beginning, being the same land conveyed to said Bartmell and Clark by Josiah Westlake.

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 first day of June A. D. 1891.

Seal

R. W. Leroy, Clerk.

Sheriff's Return

And on the 3<sup>rd</sup> day of July, 1891, the Sheriff of said County returned said writ to the clerk's office in said County

6161

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Proof of Publication

6161

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which return is as follows, to wit:

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| Copy of "      | 30    |
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| Affidavit "    | 30    |
| Writing Notice | 30    |
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| Poundage       | 412   |
| Return         | 25    |
| Total          | 8 90  |
| Appraiser Fee  | 3 00  |
| Printers "     | 15 50 |

The State of Ohio  
Union County ss.

Sheriff's Return.  
Received this writ the 1<sup>st</sup> day of June A. D. 1891. On the 2<sup>nd</sup> day of June, A. D. 1891, I called an inquest of W. J. Barbour, Leonard Farmer & Dwight Webb, 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: \$375<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 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 3<sup>rd</sup> day of July, 1891, at the door of the Court House, in Marysville, Ohio, at the hour of 1 o'clock A. M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction; and there struck off and sold the same to A. B. Robinson for the sum of two hundred <sup>75</sup> seventy five (\$275<sup>00</sup>) dollars, he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

And said sum being more than two-thirds of the appraised value thereof, said A. B. Robinson being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$275<sup>00</sup>.

Thomas Martin, Sheriff.

Proof of Publication

Samuel W. Westlake et al.  
vs

Sheriff's Sale, On Order of Sale.

6161

John W. Clark and  
Joseph W. Bartmell

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 Friday July 3<sup>rd</sup>, 1891, at or about the hour of one o'clock P. M. on said day the following described real estate, to wit:

Situated in the Village of Marysville, County of Union, State of Ohio, and bounded and described as follows: Beginning in the north margin of Fourth Street, Marysville, Ohio, in the center of Pine Street; thence south

88 east 3 3/4 poles to the south west corner of J. W. Cartmell's lot; thence with his line north 2, east 10 poles to a stake; thence north 88 west 3 3/4 poles to a stake; thence 88 east to the beginning.

Also another parcel of land bounded as follows:

Beginning at the north west corner of the lot above described; thence south 88 east 10 1/2 poles to the east line of land conveyed to said Clark and Cartmell by Josiah Westlake; thence north 2 east 12 2/3 poles to a stake; thence north 88 west 10 1/2 poles to a stake; thence south 2 west 12 2/3 poles to the place of beginning, being the same land conveyed to said Cartmell and Clark by Josiah Westlake.

Appraised at \$375. Terms of Sale, Cash.

Thomas Martin, Sheriff

The State of Ohio,  
Union County, ss.

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 3<sup>rd</sup>, 1891.

L. H. English.

Sworn to and subscribed before me, this 3<sup>rd</sup> day of July, 1891.

Seal R. M. Leroy, Clerk.

Entry

6161 Afterward, on the 25<sup>th</sup> day of August, 1891, an Entry was made on the Journal by the Clerk of Court Samuel Westlake et al Ex. &c.

vs

Journal 15, Page 575

John W. Clark 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 B. B. Robinson 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, - amounting to Two hundred and seventy-five dollars it is ordered that the Sheriff out of the money in his hands pay First: The taxes amounting to \$ - -

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Second: The costs of this action taxed 540<sup>70</sup> ¢.  
 Third: To the plaintiff Samuel Westlake, Executor of Josiah Westlake, the balance of the said money, to wit: to be applied as a credit upon his judgment against the said defendant. If there still remaining due to the said Samuel Westlake the sum of -- dollars, it is considered that he recover the same from the said John W. Clark and Joseph W. Cartmell and execution is awarded therefor.

Attest  
 R. M. Corry clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fourth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honourable John B. Price, Judge of said Court, of the term of May, to wit, on the 25<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 16<sup>th</sup> day of May, 1891, Elizabeth C. Wood filed in the clerks office of the said Court of Common Pleas the following Petition against John B. Wood, to wit:

Petition Elizabeth C. Wood  
 vs  
 John B. Wood  
 Court of Common Pleas  
 Union County, Ohio

Plaintiff states that she 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 10<sup>th</sup> day of December, 1885 at Deerburg Township Union County Ohio, she was married to the defendant and has ever since conducted herself towards him as a faithful and obedient wife; there were no children born of said marriage. That the defendant disregarding his marital duties has been guilty of gross neglect of duty towards plaintiff in this to wit: he has failed and refused during nearly all of the period of their marriage to provide plaintiff with the necessaries of life, he has been indolent, and plaintiff has been compelled to work and provide for herself and has also worked for and provided for defendant. That defendant has also been guilty of extreme cruelty towards plaintiff in this to wit: he has been in the habit of abusing plaintiff, of calling her vile names, and upon several occasions has pushed her about and laid violent hands on her; that during the whole period of their marriage defendant has been in the habit of getting intoxicated. Plaintiff therefore prays

that she may be divorced from the defendant: that she be restored to her name she had before she was married to defendant, to wit: Elizabeth C. Norris: that defendant be enjoined from interfering in any manner with her or her property and for all proper relief.

S. S. Gardiner, Attorney for Plaintiff

State of Ohio  
Union County ss

Elizabeth C. Wood being duly sworn says she is the plaintiff in above case: that the facts and allegations in the foregoing petition are true as she verily believes.

Elizabeth Wood.

Sworn to and subscribed before me this 14<sup>th</sup> day of May, 1891.  
Joseph Corner J. P.

To the clerk: Issue Summons and copy of petition to Sheriff of Union County, returnable according to law in divorce cases.

S. S. Gardiner, Atty.

Summons

6199 Afterward on the 16<sup>th</sup> day of May, 1891, a Summons was issued by the clerk of court, indorsed to wit:

The State of Ohio  
Union County, ss

To the Sheriff of Union County

You are commanded to notify John B. Wood that Elizabeth C. Wood has filed in the office of the clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him) charging him with gross neglect of duty, and asking that she be divorced from him, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 25<sup>th</sup> day of May, A. D. 1891.

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 16<sup>th</sup> day of May, A. D. 1891.

Seal

R. M. Leroy, Clerk.

Sheriff's Return

And on the 17<sup>th</sup> day of May, 1891, the Sheriff of said County returned said writ to the clerk's office in said County which return is as follows:

6199

|                        |         |
|------------------------|---------|
| Ser <sup>nd</sup> Copy | \$ 50   |
| Copy of Petition       | 30      |
| Mileage on ..          | 3 20    |
| Mileage                | 3 20    |
| Total                  | \$ 7 20 |

Received 2 o'clock P. M. on the 16<sup>th</sup> day of May, 1891. On the 18<sup>th</sup> day of May, A. D. 1891, I served the same by delivering a true copy thereof with the indorsements thereon together with a certified copy of the petition to the within named John B. Wood defendant.

Thomas Martin, Sheriff.

Entry

6199

made on Elizabeth C. Wood vs John B. Wood  
been duly herein in default that the of filing for one time a that the set forth adduce of duty that by as pray that the said be hereby the obli hereby and the tiff noc to her interest and the taxed to  
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within District before t of the year of day of office of Petition

Entry

Afterward, on the 25<sup>th</sup> day of August, 1891, an entry was made on the Journal by the Clerk of Court, to wit:

6, 99

Elizabeth Wood

vs

Journal 15 Page 563

John B. Wood

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

The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of Union County. This 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 habitual drunkenness for three years, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Elizabeth Wood and John B. Wood be and the same hereby is dissolved, and both parties are released from the obligations of the same, and the plaintiff be and she hereby is restored to her maiden name of Elizabeth C. Norris and that all the real estate and other property of plaintiff now owned by her and in her own right be restored to her and divested of all and every claim, title and interest by entry, dower or otherwise of her said husband, and that the plaintiff pay the costs of this proceeding taxed to \$- - .

Attest

R. M. Crony (Clerk)

Pleas continued and held at the Court in Mansfield within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price, Judge of said Court of the term of May, to wit on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred & ninety one.

Be it remembered that, heretofore, to wit, on the 5<sup>th</sup> day of February, 1891, Rebecca Thompson filed in the Clerk's office of the said Court of Common Pleas the following Petition against Harvey Thompson, to wit:

Petitioner Rebecca Thompson  
vs  
6143 Harvey Thompson

Court of Common Pleas,  
Union County, Ohio

The plaintiff says that on the 15<sup>th</sup> of July, 1885 she was married to the defendant with whom she lived with the exception of a short time until about two weeks ago and during that time they had two children, to wit: Arthur Thompson who has since died and Bertha Thompson who was born the 17<sup>th</sup> day of May 1886 and is still living with the plaintiff.

The said parties have resided in the State of Ohio for the last six years and the plaintiff's bona fide residence is Union County Ohio, and the defendant is part of the time in Union County, Ohio, and part of the time in Franklin County, and at this time is in Union County, Ohio.

Plaintiff says she is the owner of 5 acres of land in Union County, Leesburg Township of said County, Ohio on which there is a mortgage held by John Black, on which about two hundred dollars remains unpaid and was given by Ingram to George Freshwater. Said lot is bounded by the Brauman Pike on the south, by the pike on the east and on the south-east by Phebe Romine's land, and on the west side by Thomas Brauman and is now occupied by Philip Carpenter. That the only personal property held by them belonged to plaintiff and consists wholly of household goods all of which is in the possession of the plaintiff.

The plaintiff says the defendant for the last two years has been jealous of plaintiff without cause and charged her with criminal intercourse with other men and continually repeated this charge to her and to her neighbors and made her life miserable and at times would threaten her life and the life of her said daughter and kill himself: that they were poor and the plaintiff worked out wherever she could get days work to support herself and family. The defendant threatens to prevent her now from going out to work to support herself and child. Defendant has nothing to support her and does nothing to help her and it is necessary that she have opportunity to work.

About two weeks she left the house and took the things away and the said child and left the defendant. Before she left him the defendant threatened plaintiff in great anger and violence that he would kill her and her child and then kill himself, and at other times made violent threats that he would injure. That by reason of his jealousy and the threats aforesaid plaintiff became so fearful of violence from defendant that she

was co support from her will claim even neglect that he has far

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deposes true.

2<sup>nd</sup> day Seal

Order of Injunction

was filed Rebecca

Harvey

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was compelled to leave him in the manner aforesaid to support herself. Defendant now threatens to take the child from her and notify people not to give her work and that he will claim said lot and will interfere with her and her child in every way he can. She does not charge that he willfully neglected to support her and her child but she does charge that he by reason of his bad temper and neglect of his duties has failed to support her.

The defendant therefore says she is entitled by reason of the premises to a decree of divorce from the defendant and reasonable alimony and an injunction against defendant restraining him from interfering with her or her working or with said child or taking said property from her or preventing her from controlling said real estate.

Therefore she prays that defendant may be restrained by the injunction of this Court from interfering with her control of said property and the control of said lot and enjoining from interfering with her or her work in any manner whatever and enjoining him from interfering with her child and that she be finally divorced and a decree for reasonable alimony be granted her.

Robinson & Woodburn  
Attorneys for Plaintiff.

The State of Ohio,  
Union County ss

Rebecca Thompson, plaintiff being duly sworn deposes and says the allegations of the foregoing petition are true.  
Becky Thompson.

Sworn to before me and signed in my presence this 2<sup>nd</sup> day of February, 1891.  
Seal R. M. Leroy, Clerk.

Order of Injunction was filed with the Clerk of Court, to wit:

Rebecca Thompson  
vs  
Harvey Thompson  
Before the Probate Judge, Union County, Ohio, January Term, A. D. 1891.

And now on this 2<sup>nd</sup> day of February, 1891, came the plaintiff by Robinson & Woodburn attorneys; and it being made to appear that said action is pending in the Court of Common Pleas of said County, and there is at this time no Common Pleas Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff Rebecca Thompson and the affidavit therein filed, and after hearing hearing the argument of counsel and being fully advised in the premises, it is considered and ordered that a temporary injunction be and the same hereby is allowed in this case to restrain the said defendant from interfering with her control of the property in the petition described or with her work in any

manner whatever and enjoining him from interfering with her child and from interfering with said property or with her control of said property as prayed for in said petition of plaintiff.

It is further ordered that the clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed. No Bond required.

Seal } B. Piper, Probate Judge.

Summons

6143 Afterward, on the 2<sup>nd</sup> day of February, 1891, a Summons was issued by the clerk of Court, indorsed to wit:

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

You are commanded to notify Harvey Thompson that Rebecca Thompson has filed in the office of the clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him,) charging him with neglect & asking that she be divorced from him, and that alimony be allowed her and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 16<sup>th</sup> day of February, A. D. 1891.

Witness my signature as clerk of our said Court of Common Pleas, & the seal of said Court, at Marysville this 2<sup>nd</sup> day of February, A. D. 1891.

Seal } R. M. Brown, Clerk.

Indorsed: "Action for Divorce" & Injunction allowed.

Sheriff's Return

6143 Afterward, on the 10<sup>th</sup> day of February, 1891, the Sheriff of said County returned said writ to the clerk's Office in said County which return is as follows:

|                       |        |                                                                                                                                                                                                                    |
|-----------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service               | \$ 30  | A. D. 1891, and on the 5 <sup>th</sup> day of February, 1891, I served the same by delivering to Harvey Thompson a true copy thereof with the indorsements thereon together with a certified copy of the petition. |
| Copy                  | 40     |                                                                                                                                                                                                                    |
| Mileage <sup>at</sup> | 4 80   |                                                                                                                                                                                                                    |
| Total                 | \$5 50 |                                                                                                                                                                                                                    |

Thomas Martin, Sheriff

Entry

6143 Afterward on the 4<sup>th</sup> day of June, 1891, an Entry was made on the Journal by the clerk of Court.

Rebecca Thompson

vs

Harvey Thompson

Journal 15, Page 538

The cause coming on for hearing was submitted to the Court upon the pleadings and evidence; on consideration whereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was

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25<sup>th</sup> day Office & Petition

Petition The St Union

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execute date, n

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 misconduct as charged in the petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Rebecca Thompson and Harvey Thompson be and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody care education and control of the said child Bertha Thompson of the said parties hereto be, until further order confided to the said Rebecca Thompson exclusively. And the defendant Harvey Thompson is hereby enjoined from interfering with said child. But it is hereby ordered that the defendant has the privilege of visiting said child at least once a month and any violation of this privilege by either party may be reported to this Court. It is further considered by the Court that the said plaintiff pay the costs of this proceeding and execution is awarded.

Attest  
R. M. Crony Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of May, to-wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 25<sup>th</sup> day of August, 1891, P. G. Wyegar filed in the Clerk's Office of the said Court of Common Pleas the following Petition against George C. Welch, to-wit:

|                                                                                                   |                       |
|---------------------------------------------------------------------------------------------------|-----------------------|
| Petition<br>6241<br>The State of Ohio<br>Union County ss<br>P. G. Wyegar<br>vs<br>George C. Welch | Court of Common Pleas |
|---------------------------------------------------------------------------------------------------|-----------------------|

The defendant on the 12<sup>th</sup> day of August, A.D. 1890, executed and delivered to plaintiff his promissory note of that date, with the warrant of attorney annexed which warrant

and 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 the sum of Four hundred and eight dollars and thirty-eight cents with interest at the rate of 6 per cent. per annum, from the 12<sup>th</sup> day of August, A. D. 1890.

Wherefore plaintiff prays judgment against said defendant for the sum of Four hundred <sup>34</sup>/<sub>100</sub> eight dollars <sup>34</sup>/<sub>100</sub> thirty-eight cents, with interest thereon from the 12<sup>th</sup> day of August A. D. 1890, at the rate of 6 per cent. per annum till paid and for costs of suit.

S. S. Gardiner,

The State of Ohio,  
Union County ss

Attorney for Plaintiff.

S. S. Gardiner 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 instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance <sup>34</sup>/<sub>100</sub> in fact.

S. S. Gardiner.

Sworn to by said S. S. Gardiner before me, and by him signed in my presence, this 25<sup>th</sup> day of August, A. D. 1891.

Seal

R. M. Crony, Clerk.

By W. M. Winget, Deputy.

Exhibit, \$408 <sup>38</sup>/<sub>100</sub>. One year after date for value received, we "A." jointly and severally promise to pay P. G. Wapnegar or bearer Four hundred <sup>34</sup>/<sub>100</sub> eight <sup>38</sup>/<sub>100</sub> dollars, interest at six per cent. per annum, on all unpaid principal and interest until paid; interest 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 become due, and confesses judgment thereon, against us, or either of us, in favor of the payee or endorser hereof, for the sum due on said note, with all interests and costs of suit; said judgment to draw the rate of interest specified in note, after rendition until paid.

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

Witness our hands <sup>34</sup>/<sub>100</sub> seals this 12<sup>th</sup> day of August 1890.

Howard N. Welsh  
George C. Welsh

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The State of Ohio  
Union County ss  
P. G. Wynegar

Court of Common Pleas

vs  
George C. Welsh

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 Four hundred and thirty-three dollars and seventy three 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. B. Cole, Attorney for Defendant

Entry P. G. Wynegar

Journal 15 Page 571

6241 George C. Welsh

This day came the plaintiff, by his attorney, also appeared in open Court, for and on behalf of said defendant, J. B. Cole, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause shown to have been duly executed by said 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 thirty-three dollars and seventy three 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 thirty three dollars and seventy three cents, being the amount of said note with interest computed at 6 per cent. per annum, from the 25<sup>th</sup> day of August A. D. 1891; and also his costs herein expended, taxed at \$---

Attest

R. M. Crony Clerk

For continuation of above record see record No 35 Page 377.



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Ninth 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 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that heretofore, to-wit, on the 24<sup>th</sup> day of January, 1891, Jacob Leonard filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mary J. Leonard, to-wit:

Petition  
6137  
Jacob Leonard  
vs  
Mary J. Leonard  
Court of Common Pleas,  
Union County Ohio.

The plaintiff says he has been a resident of the State of Ohio for more than the year last past and is now a bona fide resident of Union County of said State.

That on or about the 18<sup>th</sup> day of November, A.D. 1867 he was married to the defendant. That the defendant has been guilty of gross neglect of duty in this that she has absented herself from home in the day time and night time leaving the care of their children hereinafter named to the charge of the plaintiff, and neglecting their household affairs, and taking no interest in the comfort of the plaintiff or their said children; and has so conducted herself for a period of about two years.

That she has during all said time and longer neglected and refused to attend to the wants and comforts of said children in that she has neglected their clothing and comforts generally. That notwithstanding the plaintiff's ample provision for all the wants of the defendant she has incurred extravagant debts without the knowledge of the plaintiff beyond his estate and means.

On or about the 29<sup>th</sup> day of August, 1890 the defendant committed adultery with one W. S. Davis. That on or about the 8<sup>th</sup> day of November, 1890 the defendant committed adultery with W. S. Davis. That the defendant at various other times committed adultery with said W. S. Davis and other persons to the plaintiff unknown.

There has been born the issue of said marriage the following children: Blanch Leonard aged three years, Cora Leonard aged twelve years; Effie Leonard aged fifteen years; Della Leonard aged eighteen years; Susie Leonard aged twenty years; Pearl Leonard aged seven years.

Wherefore plaintiff prays that he may be divorced from the defendant and awarded the custody of said children and such other relief as is proper.

John M. Brodrick

D. W. Byers, Atty. for Plaintiff

State of Union

the facts are true

21<sup>st</sup> day

Summons

6137

was issued  
The State of Union

that Jacob Leonard  
Court of Common Pleas  
a petition  
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this 24<sup>th</sup>  
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Endorsed

Sheriff's Return

6137

said Court  
said Court

Service  
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Total

Entry

6137

was made  
Jacob Leonard  
Mary J.

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State of Ohio  
Union County ss

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

Jacob Leonard.

Sworn to before me and signed in my presence this 21<sup>st</sup> day of January, 1891.  
Jas B Cole  
Notary Public.

Summons

Afterward on the 24<sup>th</sup> day of January, 1891, a Summons was issued by the clerk of Court, indorsed to wit:

6137

The State of Ohio.  
Union County ss

To the Sheriff of Union County:

You are commanded to notify Mary J. Leonard that Jacob Leonard has filed in the office of the clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on her) charging her with neglect and adultery and asking that he be divorced from her, and that he have custody of children and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 2<sup>nd</sup> day of February, 1891.

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 24<sup>th</sup> day of January, A. D. 1891.

R. M<sup>o</sup> Leroy, Clerk.

Seal

Indorsed: "Action for Divorce" & custody of children.

Sheriff's Return

And on the 28<sup>th</sup> day of January, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

6137

|             |         |
|-------------|---------|
| Service     | \$ 30   |
| Copies      | 40      |
| Mileage     | 80      |
| On Petition | 80      |
| Total       | \$ 2 30 |

Received 2 o'clock P. M. on the 24<sup>th</sup> day of January A. D. 1891, and on the 26<sup>th</sup> day of January, A. D. 1891, I served the same by delivering, a true copy thereof with the indorsements thereon together with a certified copy of the petition to the within named Mary J. Leonard, defendant.

Thomas Martin, Sheriff.

Entry

Afterward, on the 26<sup>th</sup> day of August, 1891, an Entry was made on the Journal by the clerk of Court, to wit:

6137

Jacob Leonard  
vs  
Mary J. Leonard

Journal 16, Page 4 <sup>1</sup>/<sub>4</sub> 5.

This day this cause came on to be heard and thereupon came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find that being in default for answer and demurrer the allegations

of said petition are confessed by her to be true.

The Court also find from the evidence adduced, that the defendant has been guilty of adultery as alleged in said petition, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for.

It is therefore considered, ordered and adjudged by the Court that the marriage contract heretofore existing between the said Jacob Leonard and Mary J. Leonard be, and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further order, confided to the said plaintiff exclusively. And the said defendant is hereby enjoined from interfering in any manner with either of said children, or with the plaintiff in his custody of them, but it is hereby ordered that the defendant have the privilege of visiting said children at all reasonable times until the further order of this Court.

The Court further find that the parties hereto have agreed upon the alimony to be allowed to the defendant by a written agreement in the words and figures following to-wit:

Agreement

Jacob Leonard

vs.

Mary J. Leonard

In the Court of Common Pleas

Union County, Ohio.

Settlement of Alimony.

6197

This day the following agreement of alimony was duly entered into by and between the parties hereto as follows: That is to say. Said Jacob Leonard is to rent his farm of about 274 acres in Allen Township, Union County, Ohio, on which said parties reside for two years with the privilege of six years. Out of the rent received therefor said defendant Mary J. Leonard is to receive the sum of One hundred dollars per year payable in semi-annual instalments of Fifty dollars each at the times stipulated in the lease for the payment of the rent for said farm.

If said plaintiff should sell said farm (or if desired by either party, at the expiration of said lease) then the value of said defendant's dower interest shall be computed according to the tables laid down in Biague's Manual for Assignees computing said farm at the rate of Forty dollars per acre and the age of said plaintiff at 53 years March 6<sup>th</sup>, 1891 and said defendant at 39 years March 1<sup>st</sup>, 1891. If said defendant should desire to leave said farm before the first rent becomes due said plaintiff is to pay one year's rent in advance.

Said defendant is to retain a home on said premises during said lease so far as the plaintiff is concerned.

Said plaintiff is not to molest said defendant in

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the same, but not to be responsible for the acts of the tenant or tenants thereon.

Said defendant is to have the use of the household and kitchen furniture and if she removes from said premises she can take such articles as she chooses therefrom for her use, except the piano and cook-stove.

In witness whereof we have herunto set our hands this Twenty-fourth day of August, A.D. 1891.

Jacob Leonard  
Mary Jane Leonard.

It is therefore considered, ordered, and adjudged by the Court that said agreement be, and the same hereby is full and complete allowance of alimony to said defendant, and that the payments therein specified to be paid to said defendant be, and the same hereby are made a charge and lien upon said Two hundred and fourteen acres mentioned in said agreement, and that the same be in lieu of the dower interest of said defendant in all of said plaintiff's property.

It is further ordered by the Court that the plaintiff pay the costs herein made (including a counsel fee of \$15<sup>00</sup> to J. K. Cameron) taxed to \$-- and execution is awarded therefor.

Attest  
R. M. Conroy clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of May, to-wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 5<sup>th</sup> day of May, 1890 Jonathan Hammond filed in the Clerk's Office of the said Court of Common Pleas the following Petition against the Chicago, St. Louis, & Pittsburg Railroad Co. defendant  
Jonathan Hammond

Petition

5986

The Chicago, St. Louis & Pittsburg Railroad Co.

Court of Common Pleas  
Union County, Ohio.

Now comes the said plaintiff Jonathan Hammond and represents that on the 17<sup>th</sup> day of January A. D. 1890, the said Chicago, St. Louis & Pittsburg Railroad Company was a lawfully incorporated Railroad Company running its trains for freight and passengers on its road

through the County of Union in the State of Ohio on what is commonly known the Pan Handle route from Pittsburg to Chicago through Milford Centre. And at the time of committing the grievances hereinafter mentioned, to wit on said 14<sup>th</sup> of January 1890 at said County of Union the plaintiff having paid his railroad fare from Urbana to said Milford Centre which was a regular stopping place for receiving and letting off passengers by said Company, was riding on passenger train No. 20 from Urbana to Milford Centre as a regular passenger and the Conductor received and cancelled plaintiff's ticket and well knew that plaintiff was to and intended to get off of said train at said Milford Centre; that said train stopped at said station and the station of Milford Centre was called by an agent of said Company and the plaintiff immediately moved to the platform of the front end of the car and stepped on to the step leading from the platform of the car to the ground and the agents of said Company negligently failed to furnish any light or any assistance or any direction to the plaintiff to enable him to get off without injury by said Company by its agents wrongfully without waiting for a reasonable time for the plaintiff to get off of said train negligently and wrongfully started said train while plaintiff was in the act of getting down the steps of the car to get off the train and by reason thereof the plaintiff was thrown down and was struck by the railing of the car and by the car coming after the one from which plaintiff was getting out and was thereby thrown with great violence upon the ground and thrown some distance whereby he was rendered insensible for some time and his body was severely bruised and his arm and hip greatly crippled and his head cut and in other ways injured and thereby his right arm, and side and face and back has become paralyzed and permanently injured and his left hip permanently injured and he has thereby suffered great bodily pain and sustained large expense for nursing care and doctoring and has sustained damage by loss of time and by reason of said wrongs and injuries by defendant he has been damaged in the sum of Ten thousand dollars. That said agents of said defendant at the time aforesaid well knew that plaintiff was a passenger on said train and that he was to get off at said passenger station and they did not give him any attention to aid him to get off they well knowing that it was a dark night and that he needed light to see the steps properly, and it would take time to get off the train and wrongfully started said train before plaintiff had time to get off and damaged him in the manner aforesaid without any fault on the part of the plaintiff and therefore

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plaintiff prays judgment against said defendant for his said damages in said sum of Ten thousand dollars.

Robinson & Woodburn,

The State of Ohio  
Union County ss.

Attorneys for Plaintiff.

Jonathan Hammond being duly sworn deposes and says he believes the allegations of the foregoing Petition to be true.  
Jonathan Hammond.

Sworn to before me and signed in my presence by Jonathan Hammond, plaintiff, this 5<sup>th</sup> day of May, A.D. 1890.

J. H. Kirkade, Notary Public  
Union County, Ohio.

Seal

To the Clerk:

Issue Summons for the defendant and endorse Petition for \$10000<sup>00</sup> damages for injuries to plaintiff by the defendant January 14<sup>th</sup>, 1890.

Robinson & Woodburn Plf's. Atty.

Summons

Afterward, on the 5<sup>th</sup> day of May, 1890, a Summons was issued by the clerk of Court indorsed, to wit:

5986

The State of Ohio  
Union County

To the Sheriff of said County.

You are hereby commanded to notify the Chicago St. Louis and Pittsburg Railroad Company that it has been sued by Jonathan Hammond in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of June 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 19<sup>th</sup> day of May A.D. 1890.

Witness my hand and the seal of said Court this 5<sup>th</sup> day of May A.D. 1890.

R. M. Leroy, Clerk.

Seal

Indorsed: Action for damages for injury to plaintiff by the defendant January 14<sup>th</sup>, 1890.

Sheriff's Return

5986

And on the 8<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:

|         |    |      |
|---------|----|------|
| Service | \$ | 30   |
| Mileage |    | 1 00 |
| Copy    |    | 20   |
| Total   | \$ | 150  |

The State of Ohio  
Union County

Sheriff's Return.

Received this writ May 5<sup>th</sup> A.D. 1890 at 9 o'clock A.M. and served same by delivering a certified copy thereof with the indorsements thereon to M. Dee, Agent for the within named defendant on the 6<sup>th</sup> day of May, 1890.  
Thomas Martin, Sheriff.

Entry

5986

Afterward, on the 23<sup>rd</sup> day of June, 1890, an Entry was made on the Journal by the clerk of Court

Jonathan Hammond  
vs  
The Chicago St. Louis  
Pittsburg R.R. Co.

Journal 15. Page 345.

On motion leave is granted to the defendant to plead by September 1<sup>st</sup> and cause continued.

Answer

5986

Afterward, on the 26<sup>th</sup> day of August, 1890, an Answer was filed with the clerk of Court, to wit:

Jonathan Hammond  
vs  
The Chicago St. Louis  
Pittsburg R.R. Co.

Court of Common Pleas  
Union County, Ohio.

The defendant, "The Chicago, St. Louis and Pittsburg Railroad Company now comes and for answer to the plaintiffs petition admits that it is a corporation and on the 14<sup>th</sup> day of January, 1890 it owned and operated and still owns and operates a railroad extending through Union County, Ohio, but the defendant denies each and every other statement and averment in said petition set forth.

And for further answer to plaintiffs petition the defendant avers that if said plaintiff was hurt or injured at the time and place stated in his petition he was so hurt by reason of his own fault and negligence.

Wherefore the defendant prays to be hence dismissed with its costs.

By J. K. Cameron  
F. P. Chance, Attorneys for Defendant.

The State of Ohio,  
Champaign County, ss.

F. Chance being sworn says that he is attorney for "The Chicago, St. Louis & Pittsburg Railroad Company a Corporation and the defendant herein and that the statements of the foregoing answer are true as he verily believes.

F. Chance.

Sworn to by F. Chance before me and by him signed in my presence this 25<sup>th</sup> day of August A. D. 1890.

Fee 40 due

Heber Menager Notary Public  
in & for Champaign County, Ohio.

Reply

5986

Afterward, on the 25<sup>th</sup> day of October, 1890, a Reply was filed with the clerk of the Court of Common Pleas.

Jonathan Hammond  
vs  
The Chicago, St. Louis  
Pittsburg Railroad Co.

Court of Common Pleas  
Union County Ohio

The plaintiff for his reply to the answer of the defendant says he denies that he was hurt and injured by reason of his own fault and negligence.

Robinson & Woodburn  
Attorneys for Plaintiff

The State  
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Affidavit  
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The State of Ohio,  
Union County ss

Jonathan Hammond, plaintiff being duly sworn  
says he believes the allegations of the foregoing reply are true.

Jonathan Hammond

Sworn to before me and signed in my presence this 25<sup>th</sup>  
day of October, A. D. 1890.

Seal

A. H. Goodwin, Notary Public, Union Co., O.

Affidavit  
for  
continuance

Afterward, on the 19<sup>th</sup> day of November, 1890, an Affidavit  
was filed with the clerk of Court which is as follows:

Jonathan Hammond

Or

Court of Common Pleas  
Union County Ohio.

5986

The Chicago, St. Louis &  
Pittsburg Railroad Co.

The State of Ohio Champaign Co., ss

Frank Chance makes oath that he is the  
attorney for the defendant, The Chicago, St. Louis & Pittsburg  
Railroad Company: That one A. D. Black and Wilson  
are material witnesses for the defendant without whose testi-  
mony it can not safely go to trial; that the materiality  
of the testimony of said two witnesses was not known to  
this defendant until the 12<sup>th</sup> day of November A. D. 1890; that  
since learning of the relevancy and materiality of the testimo-  
ny of said two witnesses, the defendant has made diligent  
inquiry by telegraph and otherwise to ascertain their where-  
abouts; that said Wilson resides as affiant is informed at  
Wilmington, Ohio, but is a traveling man & is not always at  
home; that since the 12<sup>th</sup> day of November, A. D. 1890, affiant has  
caused at least three telegrams to be sent to ascertain the  
present whereabouts of said Wilson and if possible procure  
a deposition from him or his attendance at trial of this case  
but up to this date affiant has been unable to ascertain or  
learn where he now is and affiant states that it will be im-  
possible for the defendant either to secure the deposition of  
said witness or his attendance at the trial of this case if  
the same be tried at this term and on the day assigned; that  
said A. D. Black is a non resident of Ohio and affiant since  
learning of the materiality of his testimony has endeavored by  
telegraph and otherwise to ascertain his present whereabouts  
with a view of having him present at the trial of this case  
but up to this date has been unable to find him.

Affiant further states that the defendant has used  
diligence in endeavoring to prepare for the trial of this case  
at this term in this, to wit: It deputized one of its agents  
to make a special trip to Milford Centre and by inquiry at  
that point ascertain the names and whereabouts of all per-  
sons cognizant of the facts in controversy in this cause; that  
such agent remained at Milford Centre and in that vicinity  
for two or three days making inquiry as aforesaid but  
that he did not ascertain the names of these two witnesses

and affiant states that he himself on the 12<sup>th</sup> instant accidentally learned of the materiality of their testimony.

Affiant states that this affidavit is not made for delay merely but that justice may be done on trial of this case. He also states that if this cause be continued until the next term of this Court the defendant will either have the depositions of said two witnesses or secure their personal attendance at the trial of this case.

Frank Chance.

Sworn to by Frank Chance before me and by him signed in my presence this 17<sup>th</sup> day of November A. D. 1890.

Seal

Griffith Ellis, Clerk.

Entry

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

5786 Jonathan Hammond

Journal 15, Page 423

Chicago, St. Louis <sup>24</sup>  
Pittsburg R. R. Co.

The defendant made affidavit for continuance in this case on account of the absence of witnesses, whereupon the Court sustain the motion for continuance and order the continuance of the case at costs of the term against defendant. Whereupon it is considered and adjudged by the Court that plaintiff recover of the defendant the costs of the present term of Court.

Entry

Afterward, on the 13<sup>th</sup> day of February, 1891, an entry was made on the Journal by the Clerk of Court.

5786 Jonathan Hammond

Journal 15, Page 469.

Chicago, St. Louis <sup>24</sup>  
Pittsburg R. R. Co.

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

- |                               |                             |                                              |
|-------------------------------|-----------------------------|----------------------------------------------|
| 1 <sup>st</sup> S. S. Rea     | 5 <sup>th</sup> A. E. Myers | 9 <sup>th</sup> C. M. Ingham                 |
| 2 <sup>nd</sup> George Burns  | 6 <sup>th</sup> Lewis Mills | 10 <sup>th</sup> R. S. Bonnett               |
| 3 <sup>rd</sup> Solomon Gount | 7 <sup>th</sup> G. Fossey   | 11 <sup>th</sup> John W. Neely <sup>24</sup> |
| 4 <sup>th</sup> George Trapp  | 8 <sup>th</sup> D. S. Ford  | 12 <sup>th</sup> J. B. Parthemore            |
- who were impaneled and sworn and the trial proceeded and the said Jury having heard the evidence adduced in part, and the hour of adjournment having arrived this cause was continued until 8<sup>1</sup>/<sub>2</sub> o'clock tomorrow morning.

Entry

Afterward, on the 14<sup>th</sup> day of February, 1891, an entry was made on the Journal by the Clerk of Court.

5896 Jonathan Hammond

Journal 15 Page 471

The Chicago, St. Louis <sup>24</sup>  
Pittsburg R. R. Co.

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This day again came the parties by their attorneys, also came the jurors heretofore impaneled and sworn in this case and the said jurors having heard the remaining evidence adduced, the arguments of counsel and charge of the court retired to their room in charge of the Sheriff for deliberation.

And now comes the said Jury into open court with their verdict in writing signed by their foreman and say:

Verdict

We, the Jury being 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 "The Chicago, St. Louis & Pittsburg R. R. Co at the sum of \$1500.<sup>00</sup> (Fifteen hundred dollars) February 14<sup>th</sup>, 1891. R. S. Bonnett, Foreman.

Motion

Afterward, on the 16<sup>th</sup> day of February, 1891, a Motion was filed with the clerk of Court, to wit:

for new Trial

Jonathan Hammond

Court of Common Pleas Union County Ohio.

5986

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

The defendant moves the court to set aside the verdict of the Jury and grant a new trial in this cause, for grounds of his motion the defendant says:

- 1<sup>st</sup>. There was misconduct on the part of the Jury, and the plaintiff, at and during the trial.
- 2<sup>nd</sup>. There was irregularity in the proceedings of the court and Jury, which prevented the defendant from having a fair trial.
- 3<sup>rd</sup>. There was both accident and surprise, which ordinary prudence, on the part of the defendant could not have guarded against.
- 4<sup>th</sup>. The damages assessed by the Jury are excessive, and were given under prejudice against the defendant.
- 5<sup>th</sup>. The verdict of the jury is not sustained by sufficient evidence, and is contrary to law.
- 6<sup>th</sup>. There was error of law occurring at and during the trial which was excepted to at the time by the defendant.
- 7<sup>th</sup>. The verdict of the jury is against and contrary to the weight of the evidence.
- 8<sup>th</sup>. Since the trial the defendant has discovered new and material evidence, which it could not with reasonable diligence have discovered and produced at the trial. Which evidence is material for the defendant, and is not cumulative merely.
- 9<sup>th</sup>. The verdict was for the plaintiff when it should have been for the defendant according to the law of the land.

Frank Chance

J. L. Cameron, Attorneys for Defendant.

Entry

Afterward, on the 26<sup>th</sup> day of August, 1891, an Entry was made on the Journal by the clerk of Court.

5986

Jonathan Hammond

vs

Journal 16, Pages 3 3/4 4

The Chicago, St. Louis & Pittsburg Railroad Co.

This day came on this cause to be heard on the motion for new trial filed by the defendant whereupon the court being fully advised in the premises hereby overruled said motion to which ruling and judgment this defendant excepted and asked the court to allow and sign and seal his Bill of Exceptions which is accordingly done. Whereupon this cause coming on to be heard on the verdict rendered by the jury in this case it is considered, ordered and adjudged by the court that said verdict be confirmed and the plaintiff recover of the defendant the sum of Fifteen hundred dollars together his costs herein expended taxed to -- \$ said judgment for Fifteen hundred dollars to draw interest at six per cent. from the date of verdict to wit: the 24<sup>th</sup> day of February 1891. To which judgment the defendant excepts.

Entry

Afterward, on the 26<sup>th</sup> day of August, 1891, an Entry was made on the Journal by the clerk of Court.

5986

Jonathan Hammond

vs

Journal 16, Page 3.

The Chicago, St. Louis & Pittsburg Railroad Co.

Now comes the defendant, and presents to the court his certain Bill of Exceptions herein, which being found by the court to be true, is allowed, signed & sealed, and on motion is hereby made part of the record in this case.

Afterward, on the 26<sup>th</sup> day of August, 1891, Bill of Exceptions was filed with the clerk of Court, to wit:

Jonathan Hammond

vs

Bill of Exceptions

The Chicago, St. Louis & Pittsburg Railroad Co.

No. 5986

Be it remembered that at the trial of this cause, at the February term A. D. 1891, of the Court of Common Pleas of Union County, Ohio, before the Honorable John A. Price, Judge and a jury, the plaintiff, to maintain the issue on his part to be maintained, called as a witness

Jonathan Hammond, who being first duly sworn testified as follows: Examined by Mr. Robinson.

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- Q. Where do you reside? A. In Union Township, 5 miles South-east of Milford.
- Q. What is your occupation? A. A farmer.
- Q. How long have you lived there? A. I have been living where I now live about 17 years.
- Q. Have you a family? A. Yes sir, a wife and six children.
- Q. - Where were you on the 14<sup>th</sup> of January, 1890? A. I was at Bellefontaine.
- Q. - What occurred that night? A. I had a subpoena to attend Court at Bellefontaine.
- Q. - When you got to Bellefontaine did you take the train? A. Yes sir I got on the train at Urbana, at what is called the 7-22 train. I believe it is N<sup>o</sup> 20; I don't know what time in the night it was but the train was behind at Urbana, and did not leave Urbana until 8-12; I got on and rode to Milford Centre; they stopped once on the way, somewhere, I can't tell where it was; it was running very fast.
- Q. - Was it spoken of that the train was behind time? A. - Yes sir.
- Q. - About how much, do you know? A. It left Urbana at 8-12 and its time was 7-22 at Milford Centre.
- Q. - What was the distance from Urbana to Milford? A. I don't know what the distance is exactly.
- Q. - Have you any knowledge to know about the speed of the train? A. I have not; I don't know how fast it runs.
- Q. - Did you have any ticket? A. Yes sir I had a ticket.
- Q. - What became of that? A. The conductor took my ticket.
- Q. - Where? A. Just after we left Urbana.
- Q. - Where was the ticket to deliver you? A. Milford Centre.
- Q. - Now you may state what occurred at Milford? A. We run into Milford and the train slowed and stopped back at the usual place where they make the stop before they run up to the platform; then we started up and just as we started some one halloed "Milford Centre." I was in the smoking car about the middle of the car, on the south side, and it run on down and stopped still and I got up and went out at the east end of the car and got down on the steps to get out; it was very dark and I was feeling my way, and when I was down or partly so the train started and threw me, and I was in about a half raised position and was turning to get away from the train and I was hit by the steps of the car and thrown over a into a pile of dirt, I think that is where I was thrown, where they built the tower.
- Q. - You were sitting in the car on the south side? A. Yes sir.
- Q. Which side did you get off on? A. The platform on the North side.
- Q. - The train was coming east? A. Yes sir. I was thrown over and I recollect nothing that transpired

afterwards until they came to me in the hotel; I had go up and went there myself. I suppose; the first I knew there was a crowd standing around me and a doctor had hold of me, and it felt like some one was sticking me with an awl or some thing of that kind, and I was taken and put to bed there and remained over night there and was taken home the next morning.

Q.- At what place were you? A. At the hotel there at the station.

Q.- Was there any light there? A.- No sir, no light whatever.

Q.- What kind of a night was it? A. It was a very dark night; it rained nearly all night; it was not raining at the time but it rained afterwards from that on until morning.

Q.- How far do you say you had got down before it started?

A.- I was down one of the steps when it started.

Q.- Do you know how it threw you; in what shape? A. Well, I can't tell you exactly; it threw me down, or partly down, and I turned to get away from the train and the train hit me.

Q.- Do you know it was the steps? A.- I know I was hit by the steps; that is what hit me.

Q.- Was it the steps of the next car? A.- I can't tell you the train was running.

Q. How was it with regard to the platform there; what kind of a platform is there? A.- It is a plank platform.

Q.- Was it before you reached the platform that extends along the Big Four line? A.- It was before I reached that platform; it was the platform on the Panhandle.

Q.- That was a part of the platform for the benefit of the Pan Handle passengers? A.- Yes sir.

Q.- Where was the station; that is the hotel building?

A.- That was across the Big Four, further east.

Q.- The hotel and what we call the passenger depot of the company lies a little east of the Big Four road? A.- Yes sir.

Q.- Right in the forks of the road and in the north-east side? A.- Yes sir, on the north side.

Q.- Now, about how wide is that part of the platform where you were getting off? A.- Well, I should think perhaps it was seven feet.

Q.- On which hip were you struck? A.- On my left hip and it threw me over on my right side on my shoulder and disabled my shoulder; I am disabled now from my shoulder and I have no use of my arm.

Q.- Are you able to raise that arm up? A.- No sir.

Q.- How far can you raise it up? A.- No higher than that (indicating)

Q. Was that shoulder injured or lame before that? A.- No.

Q.- How was your hip? A.- I was never bothered with any lameness at all in no way until I got this bump from

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the railroad; I done my work at home.

Q.- Your own feeding? A.- Yes sir, I done all such work as I had to do on the farm.

Q.- After you got home, or did you at any time examine your hip as well as you could? A.- All the way that I could see my hip would be to unstrip and stand before a large glass we have; it was black as my hat as far as I could see all over my hip and up my back <sup>of</sup> through here. (Indicating)

Q.- Now where were you thrown; on what part of your body? A.- I struck my right shoulder and the right side of my head, and the skin was all off the side of my face here clear down and the scars are here yet, and I have been bothered with this side of my head ever since I was hurt; a year ago since the night of the 4<sup>th</sup> of January 1890, I have been continually suffering all the time.

Q.- How is this hip? A.- I am lame and walk lame and it bothers me all the time and I can't lie down in any place at all.

Q.- Can you labor? A.- No sir.

Q.- Have you been able to labor since? A.- No sir.

Q.- Now you say that when you first came to the first you remember you was at the station? A.- I was in the hotel.

Q.- Do you know who brought you up? A.- I don't know any thing about it.

Q.- You said that there was a doctor there; who was the doctor? A.- Dr. Boylan.

Q.- Who else was there? A.- Well, I can't tell you who else was there at the time; John Maloy took care of me the night through; he is a son-in-law of mine now, but he was not there. Mr. Gabriel kept the hotel and he was working for him there.

Q.- When were you taken home? A.- The next morning.

Q.- Did you see the conductor after you got out or while you were getting out? A.- No sir I did not see him at all.

Q.- Was there any light there? A.- None at all; no lights whatever; there was only one light there and that we passed along down past that.

Q.- Where was that? A.- At the West end of the platform.

Q.- Was that a permanent light? A.- It was a lantern somebody was carrying; I just saw it through the window.

Q.- Are there any permanent lights put up there since? A.- I don't know, I have not been there since; I have been away from home but very little; in fact I can't get around; I can't hardly get in a buggy.

Q.- Were you as heavy then as now? A.- 285 I weighed when I got hurt.

Q.- What do you weigh now? A.- 316.

Q.- How far were you thrown forward from the place where they did stop? A.- No sir, I don't know; it was very dark

but I think they stopped near, -- well, I can't say exactly; probably the length of a car back of where I was thrown.

Q. -- That is the car that you were in? A. -- Yes sir the car I was in; when I started, as I said before, and I believe I stated it correctly, I was thrown to that pile of dirt; I think I was thrown into it; the skin was entirely off this side of my face and my shoulder were hurt.

Q. -- Did you have any doctor afterwards? A. -- Yes sir after I was taken home the son-in-law heard that I was hurt and they came home and helped my wife to do the work and helped the little boy to do the work; Collet and Congrove were there and they saw my condition and I was so much worse that they were scared and they sent for Dr. Boylan.

Q. -- Who went for the doctor? A. -- I think Mr. Congrove or I think Thomas Connor's boy; he was going to Milford to school and they told him to tell the doctor to come.

Q. -- Did he come? A. -- Yes sir.

Q. -- When? A. -- The same day, perhaps in an hour or so after we sent for him; he came and examined me and in his examination I stripped my clothes down, and he said you would make a pretty fair darby if you were the color you are now on the hip, all over.

Q. -- Did he make a pretty careful examination of you?

A. -- Yes sir.

Q. -- Did you tell him about your head? A. -- Yes sir.

Q. -- What else did you tell him about? A. -- I told him about my hip here and my arm and shoulder and he examined them; he simply put his hand on my shoulder and rubbed it over; that was all the examination he made of my shoulder.

But in one month from the time I was hurt I was much worse and I sent for Dr. Wills to come and examine me and he came and examined me.

Q. -- How often did he come? A. -- He only came once; he said it was not necessary; he told me it would just take <sup>time</sup>.

Q. -- That was about a month after that? A. -- Yes sir just a month to a day.

Q. -- Have you any knowledge of the time the train was in actual stoppage? A. -- No sir, I have not.

Q. -- State whether you got up immediately? state how soon you got up and how rapidly you moved. A. -- I believe I stated once that I got up immediately and started out.

Q. -- How fast did you go? A. -- As fast as I could for a man of my weight and size.

Q. -- I will ask you if you were physically able to walk, a man of your size, -- when the train was in motion?

A. -- No sir, I never make the attempt.

Q. -- Could you before this? A. -- No sir I wouldn't want to do it; I am too clumsy and heavy.

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Q.- Did you shut the door after you? A.- Yes sir.  
 Q.- How was it as to being able to see the steps? A.- I had to feel my way down; I could not see.

Q.- Did the conductor or any one else assist you. -- A.- No sir there was nobody there at all.

Q.- Did any of the agents of the company visit you afterwards? A.- Yes sir.

Q.- Who -- A.- Mr. Siveley.

Q.- What was his business? A.- He took a statement of how I got hurt.

Q.- Any body else? A.- Mr. Hutchinson was there afterwards in route two months.

Q.- What was he there for? A.- He came to make a settlement with me, he said if he could.

Counsel for the defendant moved the court to exclude the foregoing answer from the jury which motion the court sustained.

Q.- Is there a dislocation of the hip? A.- There is an enlargement of my hip; I will be examined at any time before any surgeon to-day or any other day.

On cross-examination said witness testified as follows:  
 Examined by Mr. Chance.

Q.- You were returning home at the time this accident occurred

A.- Yes sir.

Q.- What time did you leave Bellefontaine that day?

A.- About two o'clock.

Q.- What time did you get to Urbana? A.- I can't say what time I got to Urbana.

Q.- You got to Urbana at about three o'clock or possibly a little afterwards? A.- Yes sir a little afterwards perhaps.

Q.- What did you do at Urbana from the time you arrived there until you took the train? A.- I staid in the waiting room.

Q.- Did you go up town? A.- No sir.

Q.- Did you go out around the depot? A.- No sir.

Q.- You staid in the Pan Handle depot all the afternoon until train twenty arrived? A.- Yes sir.

Q.- Are you sure train twenty was late that evening?

A.- Yes sir.

Q.- Are you sure it left at 8-12? A.- Yes sir it was 8-12 when I left the waiting room.

Q.- Railroad or City time? A.- On the clock in the sitting room; I can't say whether it was railroad or city time.

Q.- You went into the smoker? A.- Yes sir.

Q.- You sat on the right hand side about the middle of the car? A.- Yes sir.

Q.- On the South side; that would be on the right hand coming East; the train stopped once between Urbana and

milford didn't it? A. - Yes sir.

Q. - That was when it stopped for water at Brush Lake?

A. - I suppose so.

Q. - You heard the whistle when it sounded for Milford Centre? A. - Yes sir.

Q. - You knew when you heard that whistle that you were approaching Milford? A. - Yes sir.

Q. - You knew that the train had to stop there for the railroad crossing; you knew that there was a railroad crossing at Milford Centre? A. - Yes sir.

Q. - You knew that this train had to come to a stop or stand still at the railroad crossing? A. - Yes sir.

Q. - Did it stop for the crossing? A. - I had to get off about the crossing.

Q. - This train made a regular stop for that railroad crossing? A. - Yes sir.

Q. - Then it pulled forward and made the regular stop for the station where they let the passengers get off and on? A. - Yes sir.

Q. - When you attempted to alight from the car the car was standing west of what is now the Big Four railroad track? A. - Yes sir.

Q. - The forward end of that car from which you alighted was almost opposite the target house at that point? A. - No sir not the forward end of the car; I said it was over the length of itself back, west.

Q. - That is to say the smoking car was more than the length of itself west of the target? A. - Yes sir.

Q. - How close were you or how close was the forward end of the smoking car to the target when you attempted to get out? A. - I can't tell you exactly.

Q. - Tell the jury about how close it was? A. - It was the length of itself or more back from the target.

Q. - Do you mean to say to the jury that there was the space of the length of a car between the forward end of the smoker and the target? A. - Yes sir.

Q. - You were about 50 feet west of the target; that is right is it? A. - Yes sir that is right.

Q. - How long did the train stop? A. - It did not stop to exceed a half a minute if it did that long; I got up out of my seat middle way of the car and walked to the door and shut the door and started out and when I got out it was so dark there -- there was no lights -- I had to feel my way down to get off.

Q. - When you said in your examination in chief that you did not know how long the train stopped there what did you mean by that? A. - I did not make any such statement, I think.

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how long the train stopped there? A. - He did not ask me that question.

Q. - You say he did not ask you such a question; did you not state to him that you did not know how long you stopped there or how long the train stopped there?

A. - No sir Mr. Robinson did not bring that out; I was waiting for him to ask me that question but he did not do it.

Q. - When the train stopped you immediately raised and walked to the forward end of the car and stepped down on the steps? A. - Yes sir.

Q. - How long did that take you? A. - Well I can't say how long it would take me.

Q. - How far did you have to walk? A. - Half the length of a car.

Q. - Are you sure of that? A. - Yes sir.

Q. - Have you not said repeatedly that you were sitting in the 4<sup>th</sup> or 5<sup>th</sup> seat back from the forward end of the car on the South side? A. - No sir.

Q. - Did you not make a written statement and sign it after it had been read over to you in your hearing after you had carefully examined it in which you said you were sitting about 5 seats back from the forward end of the car on the South side? A. - I never said anywhere that I was anywhere only the middle of the car.

Q. - How long would it take you to walk the length of a car? A. - I don't know; I never timed myself.

Q. - Would it take you ten seconds to walk that far? A. - I can't say how long.

Q. - How long did it take you to step from the forward end of the car down on the platform? A. - I don't know; I believe that I stated that so that it could be understood that I got down as quick as I could.

Q. - There were other passengers on that train that evening? A. - I saw some.

Q. - Who got off at that station that evening? A. - I did not see any body get off.

Q. - The cars were lighted inside in the usual and customary way? A. - Yes sir.

Q. - There were glass windows on both sides of the cars? A. - Yes sir.

Q. - The light from the inside shown out to some extent and lighted up the track to some extent and the walk? A. - It was not very light there.

Q. - You did not see any light there? A. - No sir.

Q. - You did not see any train-men or conductor or brakemen with lanterns in their hands? A. - No sir.

Q. - Did you see any body on the platform around about there? A. - No sir.

- Q. - You did not see any person at all? - A. - No sir.
- Q. - You don't know how long that train stopped there that night? A. - It did not stand to exceed a half a minute.
- Q. - Do you know what the train men did after the train stopped that evening? A. - No sir.
- Q. - You do not know that they attended to their customary duties there that night and saw all the passengers off and on there? A. - There did not anybody see me get off nor nor they did not assist me in getting off; nobody showed up whatever.
- Q. - You fell didn't you at some time or other? A. - I was thrown from the train; the train started and threw me.
- Q. - Where were you standing when it threw you? A. - I was getting off it.
- Q. - You either fell or were thrown down? - A. - Yes sir.
- Q. - Which was it? A. - I believe I was thrown down.
- Q. - Where were you standing immediately there? A. - On the steps.
- Q. - On which step? A. - On the car steps.
- Q. - Down at the bottom? A. - I could not say; I was down in the act of getting off.
- Q. - Did you have both feet off the step at the time you were thrown? A. - I only had one foot on the step at the time.
- Q. - Where were your hands? A. - I had hold of the railing.
- Q. - With which hand? A. - I had hold of the railing with the left hand.
- Q. - What were you doing with your right hand; there was a railing on either side of the steps? A. - Yes sir.
- Q. - You were only using the left hand? A. - Yes sir.
- Q. - What did you do with the right? A. - I don't mind what I was doing with it now.
- Q. - Which foot did you step off first? A. - I can't say that.
- Q. - What threw you down? A. - The train.
- Q. - What did it do that it threw you? A. - It started up with me; it started with a jerk; it was a fast train and it threw me.
- Q. - You are sure it started with a jerk and threw you? A. - Yes sir. And it hit me when I was trying to get away from the train.
- Q. - You fell and then the steps struck you and knocked you against the platform into this pile of dirt? A. - I think that is where I was thrown.
- Q. - Tell the jury what you know about that? A. - Well by the gravel and fresh dirt that was in my clothes and sticking in my face the next morning when I was taken home; my wife dressed me.
- Q. - You don't know who picked you up if any one? A. - No.
- Q. - You don't know where you were found if at all by any one? A. - No sir.
- Q. - Now is it not a fact that you got up yourself and went into the waiting room at the depot? A. - I suppose

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I did; I don't know how I got there; there is the first place where I found myself after I was hit.

Q. - Mr. Boylan came in to see you that night? A. - Yes sir.

Q. - You went home the next morning? A. - Yes sir.

Q. - The next day he came to see you? A. - No sir in about ten days we sent for him.

Q. - How many times did he come to see you? A. - That was the only time.

Q. - In about a month after that you sent for somebody else? A. - Yes sir, Mr. Wills of Milford Centre.

Q. - He came to see you once? A. - Yes sir.

Q. - He said you did not need any attention and it was not necessary for him to come any more? A. - No sir.

Q. - What did he say? A. - He wanted to know what I was using and I told him and he said that it would have the desired effect and if I needed any medicine at any time to send up and he would prepare some for me.

Q. - Didn't you state a while ago in your examination in chief that he said that it was not necessary for him to come back any more? A. - I think not.

Q. - Did he come back as a matter of fact? A. - No sir.

Q. - The reason he did not come back was because it was not necessary for him to come? A. - I don't know as to that.

Q. - You said that he said that you were using the right kind of medicine? A. - Yes sir.

Q. - Tell the jury what kind you were using? A. - Liniment and Pain King.

Q. - Patent medicines? A. - Yes sir.

Q. - You got it at some drugstore? A. - Yes sir.

Q. - Were you taking the medicine internally? A. - No sir.

Q. - Any other medicine? A. - Nothing but this pain king.

I used a salve we made at our house to cure up my face where the skin was broken.

Q. - It was abraded at different points? A. - Yes sir all over my face; I was cut clear through to the skull here and the scar is there yet.

Q. - Before using the Pain King you weighed 285 pounds?

A. - Yes sir.

Q. - After using it you weigh 316 pounds? A. - I weigh 316 pounds now.

Q. - So that you have not lost any flesh by reason of this alleged hurt? A. - I am heavier.

Q. - Is your appetite good? A. - Yes sir; I am suffering all the time with a pain in my head and in my shoulder and hip.

Q. - You never did much work; that is to say during recent years on the farm? A. - I done all my work.

Q. - How much of a farm have you? A. - 22 acres.

Q. - Who has been doing the work since? A. - My boy the last year.

Q. - How old is he? A. - 12 years old.

Q. - This accident happened a year ago last January; prior to that time the boy was not able to do a great deal on the farm and since then he has grown stronger? A. - He had 10 acres of corn and he tilled it.

Q. - You have been going around just about as usual since this accident, walking around looking over the farm and looking after the chores? A. - No sir.

Q. - Haven't you tended to business just as usual? A. - No sir I don't go out to do any work on my farm at all scarcely only to feed a pig in the pen or something right by the house.

Q. - Tell the jury how soon it was after this 14<sup>th</sup> of January you notified this company that you wanted them to come there and make a settlement; how soon after the accident did you send them word? A. - I did not send them any word until I received a letter from them.

Q. - Then a man came to see you and took a statement of what the facts were? A. - Yes sir.

Q. - That was Mr. Snavely? A. - Yes sir.

Q. - He took a written statement? A. - Yes sir.

Q. - That written statement was correct and true? A. - I believe so.

Q. - That written statement was made shortly after the accident? A. - A month.

Q. - When everything was fresh in your mind, is not that the fact; much fresher than it is now? A. - No sir.

Q. - It was made a short time after the accident? A. - Yes.

Q. - Then you say that Mr. Hutchinson came to see you afterwards? A. - Yes sir.

Q. - He talked with you about the facts in the case? A. - Yes sir.

Q. - You told him how it happened and all about it? A. - No.

Q. - You did not? A. - No sir.

Q. - What did Mr. Hutchinson do if anything? A. - He came and said he was sent there to settle with me if he could.

Q. - You are sure he said that? A. - Yes sir and I can prove it. I told him if that was his business we could settle without difficulty; I was in the yard at the time showing the boy how to hitch up a team and we went into the house and we talked the matter over and I told him that we could settle; he wanted me to say what I would take but he would not say what he would give me; I asked him if he did not consider that they were responsible and he said: "we are killing men every day; some time we give them something and some time we don't."

He said: "I might make you an offer of fifty dollars or twenty-five cents and it would have no bearing whatever."

Q. - You did not make any proposition? A. - No sir.

Q. - And you did not? A. - No sir nor he didn't; I begged of him and told him time and again I would settle.

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Q. - Is it not a fact that he heard your statement and told you the company was not liable and is not that the reason he refused to make you an offer? A. - No sir.

Q. - At any rate he did not make you any offer?

Q. - Did you make him any offer? A. - I told him I did not want him to go away without making an offer and I told him I would not settle for less than \$5000 - the way I was crippled and he whirled on his heel and said they could not pay that amount of money; he said I will go home and talk with the Superintendent and then meet you in Milford again and he would send me a letter but I never received a letter.

Q. - Did you tell him in that conversation how you claimed to have been hurt? A. - No sir.

Q. - Did you tell him in that conversation that you could not tell how you were hurt? A. - No sir.

Q. - That all you knew about it was that you were hurt and you did not know how you were hurt? A. - No sir I did not tell him anything of that kind; there were witnesses present when we talked.

Q. - You remember that the conductor came around and took up the tickets? A. - Yes sir.

Q. - What kind of a looking man was he? A. - I don't know as I could tell you exactly.

Q. - Was he a short low man or a tall man? A. - I believe he was not very tall; I can't say positively as to that; the train was running fast and he came along and called for my ticket and then afterwards when they stopped at Brush Lake for water I was sitting looking out the window and when the train started along again this same man put his hand on my shoulder and said; "you are going to Milford Centre", and he went on through the car.

Q. - The train when it approached Milford Centre sounded the whistle for the station and you heard that?

A. - Yes sir.

Q. - It made the stop for the railroad crossing west of the railroad crossing did it? A. - Yes sir.

Q. - Having made that stop it started forward and came to the usual and customary stop for the station?

A. - Yes sir.

Q. - When it made the second stop and stopped for the station the front end of the smoking car in which you were riding was about 50 feet west of the target?

A. - I believe I stated that all once.

Q. - That is right is it not? A. - Yes sir.

Q. - How do you know that you were thrown into that dirt pile? A. - By the fresh loose dirt that was in <sup>my</sup> clothes.

Q. - Who opened your clothes and took that dirt from

you? A. - My wife; it was the next morning; it was all in my bosom.

Q. - Is it not a fact that very evening right there in the depot your clothes were unfastened and the dirt brushed off you? A. - I don't know; I can't say.

On Re-Examination said witness testified as follows:  
Examined by Mr. Robinson.

Q. - Who were present at the time of that conversation with Mr. Hutchison? A. - My wife, Mr. Hutchison and myself is all.

Q. - There was no witness except your wife? A. - No sir.

Q. - At the time Mr. Mills was present he stated that time was all that would cure you? A. - He said it would only merely take time; he said what I was doing was as good as could be done and it would take time.

On Re-Cross-Examination said witness testified as follows:  
Examined by Mr. Chance.

Q. - The last you remember of what occurred there is that you were in the act of stepping off and you were thrown?

A. - The last I remember is when I was hit by the train.

Q. - Do you remember of falling on the platform? A. - Yes sir I remember that; I believe that I stated that to the jury once; I will state it again; I was in the act of raising up to get away from the train; the train was running and it struck me on the left hip and then I recollect no more after I was hit and thrown.

Q. - How far were you thrown from the train? A. - Well I don't know exactly; probably 14 or 15 feet; there are other witnesses who will testify who saw the place.

Q. - Were you thrown down before the train struck you or after the train struck you? A. - Yes sir, both before and afterwards; I was getting up after being thrown down and turning to get away from the train and the train hit me.

Q. - Then it was that you were knocked 14 or 15 feet?  
A. - Yes, sir.

And said witness gave no other or further testimony.

And thereupon the plaintiff called as a witness Dr. W. H. Mills, who being first duly sworn testified as follows:  
Examined by Mr. Robinson.

Q. - What is your profession? A. - Physician.

Q. - Where is your business point? A. - Milford Centre.

Q. - Are you acquainted with Jonathan Hammond the plaintiff here? A. - Yes sir.

Q. - How long have you been acquainted with him?

A. - I have known him about seven years.

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Q. - Did you ever visit him in a professional way? A. - Yes.

Q. - Was that after he claimed to have been hurt? A. - Yes sir.

Q. - State the time and circumstance and what you did?

A. - I think on the 15<sup>th</sup> day of February, 1890 he sent for me to come down and see him and I went.

Q. - Where was he at? A. - At his home.

Q. - You saw him? A. - Yes sir.

Q. - Did you make an examination of him and you may say what he complained off? A. - I went there and found him sitting in a rocking chair and he told me he had been hurt; I believe that it was the first time that I had heard of it and I was surprised to know that he had received such an injury and that I had not heard of it; I inquired into his injury and he told me the time he was hurt and I proceeded to examine the extent of the injury; I found that he was unable to stand on his feet without assistance; I had him remove his clothing and I found that he had received an injury to his left hip and the lower part of the spine and in the right arm and shoulder; his left hip was considerably swollen and very tender to the touch; there seemed to be considerable tenderness in the lower part of the spine, and his right arm, extending from the shoulder to the elbow was extremely swollen and extended into the hand; he seemed to be considerably weak and considerably debilitated; that is, he was effected from the injury by shock.

Q. - Did you examine and could you tell whether his shoulder was so injured or effected that he was unable to raise his hand up? A. - He was unable to raise the arm.

Q. - Which one of the shoulders was it? A. - I think it was his right shoulder.

Q. - Which hip was it? A. - His left hip I think.

Q. - State to the jury a little more particularly what part of the hip and spine you found this tenderness and swelling in; was it pretty well to the rear? A. - Well, it seemed to be pretty well to the rear; the spine was injured at the lower part here and it seemed to involve the side and rear part of the hip.

Q. - Was there any discoloration? A. - Yes sir there was some discoloration in both the hip and shoulder; there was some bruises in this discoloration and some spots in his face.

Q. - You spoke about there being an enlargement of the hip; was there any injury to the joint; anything that caused this lameness if you can tell? A. - The injury seemed to involve joint and these muscles apparently were bruised.

Q. - Did your examination discover any nervousness or injury by reason of the shock? A. - Yes sir he was considerably - very nervous indeed and from his condition

it showed he was suffering from the shock.

Q. - Now having made that examination what did you say to him and conclude what should be done? A. - I thought the best thing in his case was of course complete rest; to remain quiet; it did not require - of course he would have to do that in his condition and I impressed upon his mind that that would be about all that could be done; just simply time and quiet.

Q. - What is your opinion professionally as to whether this injury on the hip and shoulder and arm are permanent or temporary? A. - In these case of accident it is impossible to tell; these injuries are very peculiar and it is impossible to tell the extent of the injury; my opinion taking everything into consideration that his injuries are permanent.

On cross-examination said witness testified as follows  
Examined by Mr. Chance.

Q. - How long have you been in the practice of medicine?

A. - About 12 years.

Q. - You were called in to see Mr. Hammond about one month after the accident? A. - Yes sir.

Q. - What time in the day did you call at the house?

A. - If I recollect right it was about 3 o'clock.

Q. - He was expecting you when you arrived? - A. - I suppose so; they notified me in the morning but I was engaged and could not go until the afternoon.

Q. - When you got there he was sitting in a chair? A. - Yes.

Q. - You examined him; did you take off his clothing?

A. - Yes sir.

Q. - All of it? - A. - Yes sir.

Q. - Did you take any measurements to ascertain whether there had been any changes in his physical condition, or in his anatomy in any way? A. - No sir, I made no measurements.

Q. - Did you make an examination to tell whether there was any dislocations?

A. - I think there were no dislocations and no broken bones or fractures.

Q. - Aside from the little discoloration of the hip and right shoulder and the swelling from the shoulder down the right arm there was not any thing to indicate that the man had suffered any injury? A. - I thought the injury to the hip and shoulder to be sufficient to produce a great deal of suffering.

Q. - Now explain what part of the right shoulder was bruised; how much of it? A. - The bruised part is on the head of the shoulder here and the discoloration extended probably several inches from the tip of the

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shoulder, but the swelling included the whole arm.

Q. -- Were any of his limbs swollen? A. -- His left leg<sup>was</sup> swollen.

Q. -- Was his left arm swollen at all? A. -- I did not notice anything wrong with that.

Q. -- You prescribed quiet and rest? A. -- Yes sir.

Q. -- And told him time would bring him around all right?

A. -- No sir I did not tell him that; I told him that was about the best treatment but my opinion was that his injuries were lasting.

Q. -- If there was no dislocation and his injuries were only bruises why do you say that? A. -- You take any extensive bruise to these deep muscles the injury is almost if not quite as bad as a fracture.

Q. -- Have you examined him since that day? A. -- No sir.

Q. -- You don't know what condition he is now in? A. -- No sir.

Q. -- You say he was suffering on that occasion? A. -- Yes.

Q. -- What makes you think he was suffering; is it not because he said so himself? A. -- No sir, I think not; I don't think Mr. Hammond is that kind of a man; I used my own judgment in regard to that and as to whether he was suffering or not my opinion was that he was.

Q. -- Did you ever know a man who was suffering a great deal to improve in flesh? A. -- No sir, not when it would be normal.

Q. -- Where a man's appetite and digestion are good and he is gaining in flesh you would not think he was suffering would you? A. -- So far as that is concerned a man may be suffering extensively and have a good appetite and improve in flesh.

Q. -- Suppose at the time of the accident he weighed 285 pounds and in a few weeks he gained in flesh so that he weighed 316 pounds would you not say that he had recovered from these bruises? A. -- No sir.

Q. -- Wouldn't that be an indication that he had recovered? A. -- No sir I think not.

Q. -- Suppose you had not seen this man from the time you were down to his house and you were told that his appetite is good and that he had gained in flesh so that now he weighed 316 pounds where before he only weighed 285 pounds wouldn't you say that he had recovered from the bruises and shock? A. -- No sir I would not.

Q. -- Suppose that was all you did know and you had these facts before you and nothing else, wouldn't you say that that was an indication that he had recovered?

A. -- It might be an indication; there might be tumors or some abnormal growth and from that fact I would not want to say that he had recovered from the fact that you would tell me that he had gained 100 pounds.

Q. -- Would you not say that was an indication? A. -- It

would be, other things being equal.

Q. - Now here is a case of a man sustaining a shock on the 14<sup>th</sup> of January and you don't see him again for a year afterwards and you are told that he has gained in flesh over thirty pounds and his appetite is good and you were asked for your medical opinion as to what these two facts indicate, now what would you say as a medical gentleman?

A. - I would want to ask some questions myself; I don't know as I would answer at all.

Q. - You would not be willing to give any opinion? A. - No.

Q. - Do you know anything about what Hammond's condition is at this time? A. - No sir.

Q. - Do you know whether he is able to raise his right arm or not? A. - No sir.

Q. - Did you ever doctor him or prescribe for him for any fainting spells or anything of that sort? A. - No sir.

Q. - Do you know that he is sometimes afflicted with fainting spells? A. - I don't know as I ever heard of it.

Q. - You never saw him professionally except this one time and then you did not prescribe anything but rest and quiet, you told him the medicine he was taking the pain-king was all that was necessary. A. - Probably that is so.

Q. - You did not deem it necessary to go back? A. - I did not go back.

Q. - If it would have been necessary for you to have gone back you would have so told him? A. - I did not go back because I did not claim him as a patient.

Q. - Now is it not a fact that you were sent for by the old man and that you were there especially to examine him with reference to the preparation of this case? A. - I don't know what he sent for me for; I did not know what he sent for me for until I got there.

Q. - Didn't he tell you that he wanted you to examine him with reference to this case? A. - No sir I had known that I would not have gone out.

Q. - What did he say about the case? A. - He said that he had received an injury some time before and he wanted me to examine him as he was not getting along as well as he ought.

Q. - What did he tell you about the case? A. - He said he was injured on the railroad.

Q. - And was he going to bring suit? A. - I thought he was.

Q. - His object in having you make an examination was that he might use you as a witness? A. - I expect so probably.

Q. - And that is what you mean when you say that you did not consider him your patient; he sent for you for a particular purpose? A. - He had been in charge of a physician and I did not consider him my patient.

Q. - You did not go back again? A. - No sir.

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On Re-Examination said witness testified as follows:  
Examined by Mr. Robinson.

Q.-- You did not know until you got there that he had been hurt? A.-- No sir I never heard of it.

Q.-- You don't know that he sent for you in reference to bringing suit at all? A.-- No sir.

Q.-- You then for the first time learned that he had had Mr. Boylan there? A.-- Yes sir.

Q.-- When you made the examination your judgment was that there was no dislocation that needed to be set and that time and rest was all that could be prescribed?

A.-- That was my judgment.

And said witness gave no other or further testimony.

And thereupon the plaintiff called as a witness Mrs. Mary S. Hammond, who being first duly sworn testified as follows:

Examined by Mr. Robinson.

Q.-- You are the wife of the plaintiff? A.-- Yes sir.

Q.-- How long have you lived where you now reside?

A.-- About 15 or 20 years.

Q.-- Do you remember when your husband was brought home hurt? A.-- Yes sir.

Q.-- When was that? A.-- I think it was on the 15<sup>th</sup> morning of January.

Q.-- What relation is he of yours? A.-- He is a son-in-law of mine. He married my daughter.

Q.-- What was Mr. Hammonds condition? A.-- He was almost killed; we had to lift him out of the buggy; he could not help himself; had to help him in and put him to bed in the house.

Q.-- What was the appearance of his face and head? A.-- His face was in a manner all skinned off; you could hardly put your finger down but what the hide was off.

Q.-- Was he cut? A.-- Yes sir the hide was all torn.

Q.-- Did you take off his clothes? A.-- Yes I helped to do it.

Q.-- Was there any dirt in them? A.-- Yes sir.

Q.-- What was the character of that? A.-- It was a bad mess.

Q.-- Gravel or clay? A.-- Rather a mixture I think.

Q.-- Where was that found? A.-- In his clothes and in his bosom and in his face and whiskers; we had to wash it out.

Q.-- Did he wear whiskers then as he does now? A.-- Yes sir.

Q.-- How was he otherwise on other parts of his body?

A.-- Well, he was bruised all up and he could not use his arm.

Q.-- Which arm? A.-- The right arm I think.

Q.-- What was the trouble about that? A.-- I suppose he had been thrown on it by the ears.

Q. - What did he say?

Defendants counsel objected to the foregoing question which objection the court sustained and to which ruling the plaintiffs counsel excepted.

Q. - What was the trouble about his shoulder? A. - He could not move his arm; his shoulder he thought was broken.

Q. - Could he raise it up? A. - No sir.

Q. - How had his arm been before that? A. - He went away from home well.

Q. - His arm was well? A. - Yes sir.

Q. - Had he been troubled with any lameness in the arm?

A. - No sir.

Q. - You have spoken of his head and face and arms?

A. - His hip was hurt too.

Q. - Which hip? A. - His right hip or his left hip, I think.

Q. - What was the trouble there? A. - He was shook all to pieces pretty near and his hip was purple like and there was a streak in a kind of a circle like shape across his hip where he had been struck.

Q. - Was it pretty well back or to the front? A. - It was across his hip like.

Q. - Did you see it? A. - Yes sir, I had to wash him and dress him and take care of him.

Q. - What was the appearance of it as to color? A. - It was a very dark purple and still got darker.

Q. - What was that size of that darkness? A. - It was all over his hip in a manner; it was as big as a persons two hands.

Q. - Did it extend around pretty well to the rear of the hip?

A. - Yes sir pretty well around.

Q. - How was he as to lameness? A. - He could not walk then, he was hurt so bad that he could not walk; sometimes he could not get around and sometimes he could not dress himself alone. I don't know as he has dressed himself alone since he was hurt, that is when he puts his underclothing on; he has no use of his arm.

Q. - Before that how was he as to lameness? A. - He was not lame until he was struck there; he was all right until then.

Q. - Up to that time what had been Mr. Braumonde business?

A. - Farming.

Q. - Who attended to and did the work on the farm?

A. - He did his own <sup>farm</sup> work himself.

Q. - Since that state how much work he has done? A. - There has not been much work done since he was hurt.

Q. - Was there a man hired to do the chores? A. - Yes sir, there was a hired hand to do the chores, John Forsythe

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who helped to do the chores.

Q. - How much care did he require for a month or two?

A. - He required a great deal of care; he could not turn himself in bed and he could not dress himself part of the time and in fact a part of the time he did not know what he was doing at first by spells his head was not right.

Q. - Was there times when there were peculiarities in his mind?

A. - Yes sir.

Q. - What? A. - He could not tell if he undertook to what he wanted and would have to think for a few minutes at a time his head bothered him so; he appeared just crazy.

Q. - Do you remember when Dr. Mills was there? A. - Yes sir.

Q. - About when was that? A. - I don't exactly remember the time but I think it was about a month from then.

Q. - Do you know who sent for him? A. - Yes sir we sent for him, some of us ourselves.

Q. - What for? A. - He claimed his arm was broken or fractured and Dr. Boylan said it was not and we were not satisfied, and we had another doctor.

Q. - He came and examined him? A. - Yes sir.

Q. - Did he take off his clothes so that he could see?

A. - I think he did.

Q. - Were you there at the time a man named Hutchison came there? A. - Yes sir.

Q. - Who was Mr. Hutchison? A. - Well I suppose he was an agent; some claim agent or something.

Q. - Did he profess to be an agent of the company? A. - Yes.

Q. - Were you present and did you hear whatever conversation occurred between them? A. - I stood right in the room.

On cross-examination said witness testified as follows:  
Examined by Mr. Chance.

Q. - When did you first learn that Mr. Hammond was hurt?

A. - Not until the morning after he was hurt; not until after they fetched him home and called for me to help get him in the house.

Q. - Who brought him? A. - John Maloy.

Q. - Did anybody else come out with him? A. - No sir.

Q. - Who was at the house at the time? A. - I was there my daughter and my little son.

Q. - Your daughter and John Maloy and your self helped him into the house? A. - Yes sir.

Q. - How long was it before you took his clothing off?

A. - Just as soon as I could get warm water to wash him.

Q. - Did he have on underclothing and an outside shirt?

A. - Yes sir.

Q. - You took both shirts off? A. - Yes sir we changed him all round.

Q. - Did he have on a vest and coat? A. - Yes sir.

- Q. - An over coat? A. - No sir he had no overcoat.
- Q. - Did he take an overcoat with him when he went away?  
A. - No sir.
- Q. - Where was it you found the gravel? A. - In here in his bosom like and in his whiskers.
- Q. - Was there any gravel down in his undershirt? A. - I don't know whether there was or not; I know we shook it out of here.
- Q. - Was there any gravel in his whiskers? A. - Yes sir.
- Q. - How was his outer clothing? A. - I don't know as I remember.
- Q. - You say you shook this dirt out of his clothes? A. - Yes sir.
- Q. - Did you notice whether there was any dirt between the under shirt and the outer shirt? A. - We shook it out of his bosom and of course we handled him carefully; I know it shook out.
- Q. - Did the outer shirt open in front? A. - Yes sir.
- Q. - There was gravel between that and his undershirt?  
A. - Between that and his vest I know; it shook out when we took his clothes off.
- Q. - You say there are times when he can hardly get around, are there times when he is better than others? A. - Not much, he is not much better at any time; sometimes his hip don't pain him quite so much when he is not on his feet so much.
- Q. - It is just the same at one time as another? A. - About the same.
- Q. - Does he use his arm any? A. - He feeds himself; there was a time when he could not feed himself.
- Q. - How long did that continue? A. - 4 or 5 months or perhaps longer he could not raise that hand up to his mouth.
- Q. - The farming was all done by the little boy? A. - Yes sir.
- Q. - How long was Mr. Hammond confined to the house?  
A. - It was a good while.
- Q. - Who did the chores and got the wood? A. - Our sons-in-law helped and Mr. Forsythe.
- Q. - Had he been riding out any at the time Mr. Wills came there? A. - No sir.
- Q. - How long after Mr. Wills was there was it before he could get in a buggy? A. - A couple of months; I can't tell you exactly; we hardly ever allow him to go around by himself.
- Q. - Before that was there not times when he would have a rush of blood to the head and dizzy spells? A. - No sir. He never had rheumatism or any other sickness any more than anybody else.
- Q. - Did he ever have rheumatism at all? A. - I don't know whether he had or not; I don't think he had; I know he always done his own work.
- Q. - Did he walk with a cane before this? A. - No sir he never had a cane at all until after he was hurt; of course

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Q. - Ever since this injury he has been getting fatter has he not? A. - Yes sir, I guess he is some.

Q. - A good bit? A. - A good bit.

Q. - I understood you to say that his condition was always about the same; you did not notice him better at sometimes than others? A. - Sometimes he would not walk quite so lame in that hip; sometimes it was worse.

And said witness gave no other or further testimony.

And thereupon the plaintiff called as a witness John Forsythe, who being first duly sworn testified as follows:  
Examined by Mr. Robinson.

Q. - Where do you live? A. - Out on Mr. Deal's place.

Q. - How far from Mr. Hammonds? A. - It is a very short distance; I don't know how far it is.

Q. - Are you his nearest neighbor? A. - Yes sir we are both in sight of each other.

Q. - How long have you been neighbors? A. - It is going on three years.

Q. - Do you remember the occasion on which he claimed he was hurt by the railroad? A. - I don't know how he got hurt, I saw him after he got home.

Q. - When? A. - The second day afterwards.

Q. - Where did you find him? A. - At his own house.

Q. - Was he in bed or sitting up? A. - Sitting up.

Q. - Had he his clothes on? A. - Yes sir.

Q. - What was the appearance of his face? A. - It was scratched.

Q. - Had they anything on his face? A. - He had a handkerchief on face; they just had it thrown over his face and pinned or tied behind.

Q. - Did he take the handkerchief off his face to show you how he was cut and injured? A. - He raised it up some.

Q. - What was his appearance as to pain and suffering? A. - He appeared to be suffering a great deal when I was there.

Q. - Was that the day that Dr. Boylan was there? A. - No sir.

Q. - Was you there when Dr. Boylan was there? A. - No sir.

Q. - Were you there at any time when his clothes were so that you could see his hip? A. - He showed me his hip one day.

Q. - When was that? A. - I don't know exactly, it was 4 or 5 days after I was there the first time.

Q. - How did he get his pants loosened and down? A. - I helped.

Q. - Did you examine him? A. - Yes sir.

Q. - What did it look like for color? A. - I don't know how big a place it was, but it was black and there was a little scratch right through the middle of it like something

had scratched that spot; may be it was three or 4 inches long.  
 Q.-- Do you mean that it was bruised deeper? A.-- The skin was all red in that place and was not black; on his hip further down there were several bruises or spots right below that again.

Q.-- Which hip was it? A.-- His left hip.

Q.-- Did you look around pretty close to the buttock or rump?

A.-- Yes, right down here on the lower end of his hip there blue spots were; it ran right around the small of his back.

Q.-- Down near the tail-bone? A.-- No sir not that low; higher up.

Q.-- Did you put your finger on it to see whether it was tender to the touch? A.-- No sir.

Q.-- Was there anything about his shoulder? A.-- I did not see his shoulder but he always complained of his shoulder paining him badly and he could not raise his arm at all.

Q.-- Did you take off his coat to see that? A.-- No sir.

Q.-- How was his hip much swollen? A.-- Yes sir it was swollen a great deal.

Q.-- How was he before that as to being lame or crippled?

A.-- I never knew him to be lame and I have known him for ten years.

Q.-- You knew him before you became his nearest neighbor?

A.-- Yes sir a long time; I did not live over a mile and a-half from him for 8 or ten years.

Q.-- You lived a very near neighbor for three years? A.-- Yes.

Q.-- Up to that time you knew of no lameness in his hip or shoulder? A.-- No sir.

Q.-- What did he do before that? A.-- He done his own work and had been going with a thrashing machine; he done his work up to that time and he has not been able to do it since.

Q.-- State whether you have been called there to assist them?

A.-- It was my boy, in fact we both had to help his little boy all last winter to do the work when we could get off in getting wood and feeding.

Q.-- Since that time have you ever seen him do any work at all? A.-- No sir.

An across-examination said witness testified as follows:  
 Examined by Mr Cameron.

Q.-- When was you there to do work for him? A.-- After he got hurt.

Q.-- About when was it? A.-- Well every time they would call on us to go down there.

Q.-- During last Winter? A.-- Yes sir last Winter.

Q.-- When was it you did the last work for him? A.-- Here not over a week ago.

Q.-- That was since the suit was brought? A.-- Yes sir.

Q.-- How do you know that he could not do his own work?

A.-- I never saw him do it.

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- Q. - That is the reason is it? A. - Yes sir.
- Q. - You have no means of knowing whether he is able to work or not? A. - He don't appear as though he was able.
- Q. - That is the reason you have for saying that he can't do it; did you ever see his hip after that time? A. - No sir.
- Q. - You never looked at his shoulder? A. - No sir.
- Q. - Whether it got well or not you do not know? A. - No sir.

And said witness gave no other or further testimony.

And thereupon a recess was taken until half-past one this afternoon.

#### Afternoon Session

And thereupon the plaintiff called as a witness S. S. Congrove, who being first duly sworn testified as follows:  
Examined by Mr. Robinson.

- Q. - Where do you live? A. - On the Post Road, in Union County, Harby Township.
- Q. - How near to Mr. Baunmonds? A. - I guess it must be 4 miles.
- Q. - Are you a relative? A. - A son-in-law.
- Q. - Were you at the house of Mr. Baunmond sometime shortly after he claimed to have received the injury? A. - I was there about the second day after he got hurt.
- Q. - Was there any doctor called while you were there? A. - Not at that time there was not; not at the first time I was there there was no doctor called.
- Q. - What time did you call after he got hurt? A. - I think the second day.
- Q. - Had you heard of the accident? A. - Yes sir.
- Q. - Did your wife go with you? A. - Yes sir.
- Q. - Did you talk with him? A. - Yes sir.
- Q. - Did you learn of any injury and if so what was it? A. - Well he was badly bruised up and his head and face were scratched and he complained of his hip and arm hurting him very badly.
- Q. - What part of his arm? A. - His shoulder and along up the side of his head.
- Q. - Did he show you any part of his body? A. - I don't think I saw his arm or hip that day, just his face; he was lying <sup>in bed</sup>.
- Q. - Was there any handkerchief on his face? A. - He had a handkerchief laid over his head and face.
- Q. - You did not that day see any of his wounds? A. - I don't think I saw anything only his head and face where it was scratched.
- Q. - How was he as to being apparently suffering or otherwise? A. - He seemed to be suffering very bad.
- Q. - Did you discover anything as to his mind as to whether he was flighty or steady in his mind? A. - I did not notice

that; he did not seem to be.

Q.- Was there any attempt made to get the doctor that day?

A.- No sir.

Q.- How long did you remain? A.- Pretty much all day; I went home that night.

Q.- When were you there again? A.- I can't tell you it was several days.

Q.- Was the doctor sent for at any time you were there?

A.- Yes sir at one time; I think the next time I was there the doctor was sent for.

Q.- What doctor was sent for? A.- Dr. Boylan.

Q.- Did he come? A.- Yes sir.

Q.- Was he there and did he examine him? A.- Yes sir.

Q.- Did you see him? A.- Yes sir.

Q.- What did he do? A.- Mr. Hammond stripped down his clothes and showed his hip where it was bruised and he kind of felt around over it like and looked at it; that is all that he done.

Q.- Where was the bruise? A.- It was on the left hip; it run pretty well down into the thick part of his hip.

Q.- Did it extend around to the spine? A.- Yes sir clear around to the spine.

Q.- What was the color? A.- It was black and blue.

Q.- Was there any appearance of the breaking of the skin?

A.- The skin was just roughed a little.

Q.- Was there any swelling? A.- Yes sir it seemed to be swelled.

Q.- About how much? A.- It was puffed up considerably; of course I can't say how much; it seemed to be swelled right around.

Q.- How was it about his shoulders? A.- I don't think I saw his shoulder that day.

Q.- Was he able to lift his hand up? A.- He could move his hand but he could not raise his arm up; he could move his hand from his elbow but he could not raise his arm up straight.

Q.- Did he attempt to walk then? A.- I believe he got up after while and I helped him out of the room and he sat down in a chair.

Q.- That day? A.- Yes sir.

Q.- After the doctor had been there? A.- He got up before the doctor came.

Q.- You found him in bed when you got there? A.- Yes sir.

Q.- You got him up before the doctor came? A.- Yes sir.

Q.- Now, how was he then as to whether he appeared to be suffering or not? A.- He seemed to be suffering a great deal and he complained.

Q.- Were you there when Mr. Wills was there? A.- No sir.

Q.- How long had you been a member of the family by marriage at that time? A.- About 8 years.

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Q. -- Were you pretty well acquainted with Mr. Hammond?

A. -- Yes sir.

Q. -- How was he before that as to being a man in health or lame?

A. -- No sir he did not complain of being lame.

Q. -- Was there ever any lameness in his leg or shoulder?

A. -- No sir.

Q. -- How you know what he did for a living? A. -- He farmed his land there and he used to run a thrasher some.

Q. -- For the last year before that was he working there and attending to his farm? A. -- Yes sir.

Q. -- Did he do it himself? A. -- He did the work on his own place but when he had land rented on the outside he had a hand.

Q. -- Since that time how has it been with him? A. -- He has done nothing scarcely.

Q. -- Has he continued to be lame? A. -- Yes sir.

Q. -- How with regard to his shoulder? A. -- He has always complained.

Q. -- Has he been able to lift it up? A. -- No sir he cannot manage to get his hand up to his head.

On cross-examination said witness testified as follows:  
Examined by Mr. Chance.

Q. -- You are a son-in-law? A. -- Yes sir.

Q. -- How many children has the old gentleman got?

A. -- I think there are six living.

Q. -- Most of them are married? A. -- All but one.

Q. -- How far does the old man live from Milford Centre?

A. -- I guess it must be about 5 miles.

Q. -- How long has he lived there? A. -- Indeed I could not tell you that; he has lived there ever since I knew him and I have known him ever since '77.

Q. -- He did his trading at Milford? A. -- Part of it and sometimes he came here.

Q. -- He is a man now about sixty years of age is he not?

A. -- Yes, I judge he was; I don't know his age exactly.

Q. -- How near do you live to where the old gentleman and his family live? A. -- It must be 5 miles.

Q. -- You were there the next day after the accident?

A. -- The second day after he got home.

Q. -- The old man was complaining some then? A. -- Yes sir.

Q. -- You were there when Mr. Boylan was brought in in about ten days afterwards? A. -- I was there when he was there; I can't say how long afterwards.

Q. -- It was several days? A. -- Yes, sir.

Q. -- You at that time saw the old gentleman's hip? A. -- Yes.

Q. -- You think it was swollen some? A. -- Yes sir it looked to be.

Q. -- It was somewhat discolored? A. -- Yes sir.

Q. -- As though he had fallen on that hip or was struck there?

A. -- Yes sir it was bruised.

Q. -- The old gentleman was a heavy man at that time? A. -- Yes sir.

Q. -- Large and not very active? A. -- No sir I would not think he was.

Q. -- He had had the rheumatism off and on for several years prior to this accident? A. -- I can't say as to that.

Q. -- Is it not a fact that the old gentleman is complaining now and has he not complained now and then of rheumatism?

A. -- I can't tell you as to that.

Q. -- Do you remember of his falling off a load of hay about a year prior to this accident? A. -- I know he fell off a load of hay once.

Q. -- That was about a year before this accident? A. -- I can't tell you how long.

Q. -- It was not very long? A. -- It was not more than two years.

Q. -- At that time he complained of being hurt did he not?

A. -- Well I don't know but he did a little.

Q. -- Were you there shortly after that accident? A. -- I was there afterwards but I can't tell you how soon after.

Q. -- Do you remember where he was going with the load of hay at the time he fell off? A. -- I believe he was helping his son-in-law to load some hay there on the place.

Q. -- The old gentleman fell off? A. -- He came off.

Q. -- Being a heavy man it shocked him? A. -- I don't know but that it did.

Q. -- The old gentleman has had for a long time something like fainting spells, not exactly spasms or fits but something like fainting spells? A. -- I never heard of that or of anything of the kind.

Q. -- The old gentleman after having that fall from the load of hay did not get around much? A. -- I can't say but he got around just as much as he did before.

Q. -- Did he do the same amount of farming on the little place as he did before? A. -- Yes sir, same amount.

Q. -- You think it did not hurt him much to fall off the load of hay? A. -- It may have hurt him a little at the time.

Q. -- You think that it did not permanently disable him.

A. -- I don't think it did.

Q. -- He had about 25 acres of land? A. -- Yes sir.

Q. -- Who helped him attend this place? A. -- When he had this ground rented on the outside rented he had a man named Williams to assist him.

Q. -- Did he work there by the month? A. -- By the month.

Q. -- Do you know what he paid him per month? A. -- No sir.

Q. -- Since the accident the old gentleman has not had any hired help only occasionally? A. -- He hired some help this Summer to tend the corn.

Q. -- The old gentleman being large and heavy and somewhat

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climber on foot has never been able to do work that required activity on a farm? A. - He could not do as much work as a man a great deal lighter.

An Re-Examination said witness testified as follows:  
Examined by Mr. Robinson.

Q. - You spoke about a year before this he had a hired hand, Mr. Williams; what did he have him to do? A. - He had 25 acres of ground rented.

Q. - Who did he rent that of? A. - Billy Deal.

Q. - He had it in corn? A. - Yes sir.

Q. - That was in addition to his own place? A. - Yes sir.

And said witness gave no other or further testimony.

And thereupon the plaintiff called as a witness Eugene Bollitt, who being first duly sworn testified as follows:  
Examined by Mr. Robinson.

Q. - Are you related to Mr. Hammond? A. - Yes sir a son-in-law.

Q. - How long have you lived in Milford? A. - I have been in Union Township about 9 years.

Q. - How long have you been married? A. - Ten years<sup>27</sup> August.

Q. - Do you remember the time at which Mr. Hammond was said to have been hurt? A. - Yes sir.

Q. - Did you go out there? A. - I was called out there the morning after he was brought home.

Q. - What time of the day did you get there? A. - In the forenoon about ten o'clock.

Q. - Did you assist any in fixing him up? A. - He was in the house when I got there.

Q. - Had they got him to bed? A. - No sir he was sitting in a chair.

Q. - What was his condition so far as seeming to be well or otherwise? A. - He was pretty badly hurt and his face and head were scarred up and he complained of his hip and shoulder hurting him.

Q. - Did you get to see his hip? A. - No sir I don't think I saw his hip that day.

Q. - Did you see it afterwards? A. - Yes sir: the time Mr. Boylan was called out there.

Q. - Did you see his hip then? A. - Yes sir.

Q. - What did you see that was unusual? A. - It was swollen and black and blue.

Q. - How large a space was black? A. - I guess about the size of a man's two hands right on his hip.

Q. - Pretty well back on the hip? A. - Yes sir.

Q. - Was there anything besides black and blue? A. - I did not notice; I was not very close to him; anything of the

kind makes me sick and I did not go close to him while the doctor was examining him.

Q. - Did the doctor uncover him? A. - I did not see him.

Q. - Did you ever see his shoulder? A. - No sir I don't think I ever did.

Q. - Were you acquainted with him to know whether he had lameness in that leg before the injury? A. - I never knew him to have any.

Q. - How often did you see him? A. - Sometimes every day and sometimes for two or three weeks I would not see him.

Q. - Was there any lameness in his hip and shoulder before that? A. - No sir I never knew him to have any; he was always able to get around before that.

Q. - What did he do before that? A. - He worked around, he could not get out and do much farm work but he chopped his own wood and did his own chores.

Q. - How much of a farm had he? A. - I believe 22 acres.

Q. - Do you remember about him having a hired hand the year before that and if he rented land? A. - Yes sir

Q. - Since that time has he been able to do anything? A. - Not to amount to anything.

Q. - Did you ever see him so that he could walk straight since that time? A. - No sir he has always had to use a cane; that showed he was lame.

Q. - Did you ever see him so that he could raise up his right shoulder? A. - No sir.

Q. - Were you there when Mr. Mills was there? A. - No sir.

Q. - Do you know how he gets his chores and little work done since that time? A. - Sometimes I have been down and helped to do them and the other brothers-in-law helped him sometimes and Forsythe helps some and he has a little boy; I can't say how old he is.

On Cross-Examination said witness testified as follows.  
Examined by Mr. Cameron.

Q. - You say your other brothers-in-law has been there; which one? A. - I have two; both of them were there sometimes to do work.

Q. - Would all three of you be there? A. - Yes sir we have all been there chopping his wood together; we generally chopped enough to last a while so that he would not have to get Williams.

Q. - And sometimes Forsythe would assist; and then there would be four? B. - We all helped.

Q. - When was that? A. - The Winter that he was hurt.

Q. - How long did you keep that up? A. - Until I moved away; a year the first of March I came up this side of Milford

Q. - He was hurt in January and you moved in March; where have you been living since? A. - A mile and a

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quarter north-west of Milford.

Q.-- You would not be down there so frequently afterwards?

A.-- No sir.

Q.-- You were asked if you ever saw him when he was able to raise his shoulder; now you never saw his shoulder at all?

A.-- I never saw it bare.

Q.-- All you know about his inability is what he said about it? I have seen him try it and he could not raise it up any further than that. (Indicating)

Q.-- To show you that he could not raise it? A.-- I suppose so.

Q.-- He would take his arm that way and show you that he could not raise it up; and all you know is what he said about it?

A.-- That is as far as I know.

Q.-- Simply what Hammond said about it? A.-- Yes sir.

Q.-- Do you know of his falling off a load of hay? A.-- Yes.

Q.-- How long was he laid up at that time? A.-- He was not laid up but a little while; he was loading the hay for me.

Q.-- Where did you take him after that injury? A.-- To the house.

Q.-- Did he fall off the top of the load? A.-- No sir he was coming down the binding pole and he tried to grab the chain and there was so much hay around the chain his hand slipped and he struck on his feet and went over backwards; I went to the house and hitched to the sled and drew him home.

Q.-- Did you send for a physician? A.-- No sir.

Q.-- How long were you there with him? A.-- But a few minutes.

Q.-- You left him there? A.-- Yes sir and I took my hay and went home.

Q.-- When did you see him after that? A.-- I can't tell you how long; I did not pay any more attention to it.

Q.-- You did not see him any more after that for some time?

A.-- I don't know how long it was now.

Q.-- You don't know from personal knowledge how he did his work the last Summer? A.-- He did not farm much last Summer.

Q.-- When was it he fell off the load of hay? A.-- I can't tell you just when it was for I don't remember.

Q.-- Give us as near as you can recollect how long it was before this accident? A.-- Well it was pretty nigh a year.

Q.-- Probably the Summer before? A.-- It was in the Spring. I got the hay in the Spring along in the Winter in February I think it was; it was real early in the Spring.

Q.-- It was not in the harvest time? A.-- No sir.

Q.-- Probably the February before he got hurt with the cars?

A.-- Yes sir.

Q.-- How frequently were you there at his house after this

last injury? A. - Sometimes every day and sometimes once or twice a week just as it happened.

Q. - He had no physician attending him? A. - Not to my knowledge.

Q. - Did you ever know him to have a physician there after Mr. Baylan was there? A. - They said Mills was there.

Q. - Any other medical treatment? A. - Not that I know of.

And said witness gave no other or further testimony.

And thereupon the plaintiff called as a witness John Maloy, who being first duly sworn testified as follows:  
Examined by Mr. Robinson.

Q. - Where do you live? A. - Milford Centre.

Q. - Where were you living in January, 1890? A. - In Milford.

Q. - Were you then married? A. - No sir.

Q. - Where were you working then? A. - For John W. Gabley who had the hotel at the Station.

Q. - Have you since married? A. - Yes sir.

Q. - Are you any relation to Mr. Hammond? A. - Yes sir a son-in-law.

Q. - What was your general work there? A. - I was porter for the hotel and made all the trains there for passengers for the hotel.

Q. - How long had you been thus occupied before the accident? A. - I have been working for Gabley altogether for about 5 years.

Q. - Are you still there? A. - No sir.

Q. - Are you running a hack there? A. - Yes sir I run a hack there for myself.

Q. - Were you there on the night of the 14<sup>th</sup> of January? A. - Yes sir.

Q. - Did you see Mr. Hammond the plaintiff that night? A. - Yes sir.

Q. - Do you remember about the train that came in that night from the West? A. - Yes sir.

Q. - What was that train? A. - No. 20 I believe it was.

Q. - A passenger? A. - Yes sir.

Q. - Was it a fast or an accomodation train? A. - Supposed to be the fast train.

Q. - Was it called the fast train? A. - Yes sir.

Q. - What time did it arrive in Milford? A. - It was due at Milford Centre at 7:22.

Q. - Do you know whether it was behind time that night or not? A. - I don't know but I think it was a little bit late.

Q. - You don't know how much? A. - I don't know how much.

Q. - Do you remember whether you were out there that evening when the train came in? A. - Yes sir.

Q. - Had you stepped forward to the West? A. - I was up to the West.

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Q. - State what you did? A. - I stood there and waited for the train to come in and the train came down there and stopped and I stood there between the ladies car and the smoker.

Q. - Did it check up West as usual? A. - It came down there like it always did and stopped.

Q. - You stood at what point? A. - Right up by the front end of the ladies car and the back end of the smoker.

Q. - Did anybody get there? A. - I think there was one man.

Q. - Where was he; do you know who it was? A. - I think it was a man that lives here in town; I don't know what his name is.

Q. - He got off there? A. - Yes sir he got off the front end of the ladies car.

Q. - Did you see him before the train stopped as to where he was and how quick he got away? A. - I think the gentleman was standing on the platform when the train came in.

Q. - What did he do? A. - He jumped off and said: "I want to go to Marysville right away" and Frank Boeke says: "I will take you" and they walked up as fast as they could walk away from there.

Q. - Did anybody else get off at that place? A. - I did not notice anybody else but the conductor and brakeman and they got off the same place this man got off.

Q. - Did the brakeman stay there? A. - The brakeman got down and the conductor got down and went up and signed an order.

Q. - Who carried the order that he signed? A. - Bill Wiser; he came from the depot.

Q. - In what manner did he come? A. - I think Bill was on a kind of a run.

Q. - Where did he meet the conductor? A. - Between the smoker about the middle some place.

Q. - About the middle of the smoking car between the front and rear? A. - Yes sir.

Q. - What did he do? A. - The conductor went and signed his order and walked back and got on.

Q. - What time did he throw up his lantern? A. - Just as quick as he could sign his order and throw up his light he walked back and got on between the ladies car and the smoker.

Q. - The same place where he got off? A. - Yes sir.

Q. - Did he go any further forward than where he met this operator? A. - No sir.

Q. - Were there any lights there? A. - I had a light there.

Q. - Who else had a light? A. - I did not see anybody else have a light only the conductor and brakeman.

Q. - Where did the brakeman stay while the car was stopped? A. - He staid right there by the railing and got back on.

- Q. -- You remained there to? A. -- Yes sir.
- Q. -- Was there any light carried forward further than the middle of the smoking car? A. -- No sir I did not see any light.
- Q. -- What kind of a night was it? A. -- A kind of a bad rainy night; I think it was a real dark night.
- Q. -- Did you see anybody get off at the front end of the smoking car? A. -- No sir.
- Q. -- How long did the car stand? A. -- They did not stay very long I can't say exactly how long.
- Q. -- What was the manner as to being in a hurry or otherwise? A. -- I don't know what the manner was.
- Q. -- Have you watched the conductors of trains there to know where they get on as a rule? A. -- Yes sir.
- Q. -- Where?
- Objection to question by defendants; objection sustained.
- Q. -- About where was this smoking car; east or west of what we call the target or tower? A. -- It was West of there.
- Q. -- How far back west of that tower? A. -- I can't say that, I don't know how far back it was.
- Q. -- Can you tell about how back it was as to being one or two car lengths back? A. -- Well I think it was about two lengths; I would not say; somewhere along there; one or two.
- Q. -- What kind of a platform is there along there? A. -- It is a pretty good one now.
- Q. -- What was it then? A. -- It was not very good.
- Q. -- What were they doing then about there? A. -- They were fixing to put this tower in at that time.
- Q. -- How? A. -- They were digging a kind of a basement there.
- Q. -- Describe it to the jury? A. -- They were digging out a basement and they threw the dirt that way and of course they had to move some of the platform.
- Q. -- How far is it from where you get off on the platform to that pile of dirt? A. -- I don't think the passenger train stops along side of that.
- Q. -- It stops West of that? A. -- Yes sir.
- Q. -- It was not very wide at that point? A. -- It was not so wide as it was further west; the dirt was on the side but there was a hole there and there was a big board laid along there to keep the trucks from running off.
- Q. -- Before that train moved away did you move away from the platform? A. -- After the train moved out I walked down to the hotel.
- Q. -- Did you discover anything or anybody? A. -- No sir.
- Q. -- You did not see anybody or hear anybody? A. -- No sir.
- Q. -- When did you first learn that Mr. Hammond was hurt? A. -- I had gone up town after giving in my report -- I report every time I go up to train I come in and say: "there is nobody". I went up town and came back and Mr. Hammond

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was in the waiting-room at that time and he seemed like he was bleeding.

Q. - Had the doctor come then? A. - I think he had.

Q. - Did you speak to him? A. - I said "What is the matter Mr. Hammond," and he said "I don't know; I feel pretty bad" or something that way. He wanted a room and wanted to lay down and we got him up stairs two or three of us and put him to bed.

Q. - What was his appearance? A. - His head was cut up along here (indicating) and he said his hip was hurt.

Q. - Did he say that before he got up stairs? A. - Yes sir. He had his hand on his head.

Q. - Was the doctor there then? A. - Yes sir.

Q. - What was the doctor doing? A. - The doctor was doing something to his arm; I don't know what it was; I would not say for certain; I think he was.

Q. - When you got him up stairs did you put him to bed?

A. - Yes sir.

Q. - Did you take his clothing off? A. - No sir he did not want his clothes off; we took his boots off; I think we took his coat off, I am not certain but I think we did.

Q. - Did you take his vest off? A. - I would not say whether we did or not.

Q. - Did you stay with him? A. - Yes sir.

Q. - How did he seem that night? A. - He was groaning all night pretty near.

Q. - What did you do with him in the morning? A. - We got him into a buggy and took him home.

Q. - Did you go out with him? A. - Yes sir I drove him <sup>to</sup>.

Q. - Did you stay there at the house? A. - I did not stay very long.

Q. - Did you help him into the house? A. - I went into the house; we got him out; I think his wife was out there and we got him out of the buggy into the house.

Q. - How long did you stay? A. - I did not stay very long.

Q. - Did you see him frequently before that? A. - Yes sir a great many times.

Q. - How was he before that as to being lame in his leg? A. - I never saw him lame at all.

Q. - Did you know of his ever having trouble in his shoulder before that? A. - No sir.

Q. - You never saw this injury to the hip? A. - Yes sir I did; after his wife commenced to work on him I seen it.

Q. - How long was that after it happened? A. - I do believe it was that same time; he got his wife to get some warm water to wash him.

Q. - You staid long enough to help them get him fixed up some? A. - I staid there to look at the wound and then I went away.

Q. - Did you see when she took off his vest whether she found any gravel or dirt? A. - I can't say for that; I was not in the room I left him in there and then went out and came back after she got him ready.

Q. - You did not see the hip? A. - Yes sir.

Q. - What was the appearance? A. - It was kind of bruised.

Q. - Describe it to the jury? A. - It was kind of bruised; I forget which hip it was but I believe this one (indicating) it was about that wide and run around his back here; it was blue and kind of red like.

Q. - Was there any break in the skin? A. - Yes sir I think the skin was broke; I don't know whether it was here or back here (indicating). It has been so long ago that I don't remember but there was quite a bruise there.

Q. - Did you get to see his shoulder that day? A. - No sir I don't believe I saw his shoulder that day.

Q. - How long a time elapsed after that train went out before you got back there? A. - I suppose it was fully half an hour.

Q. - After the train had gone out? A. - Yes sir.

Q. - Had he then got into the house? A. - Yes sir.

Q. - Now at that time did you make any examination or any of the agents there to see where he had fallen?

A. - That night the agent there and I went up the track.

Q. - Who was the agent? A. - Mike Dea; he took my lantern that night when I came back from town and we walked up west a good ways up and he says he must have jumped off up here somewhere.

Defendants counsel moved the Court to exclude so much of the last answer as relates what Mr. Dea said which motion the Court sustained.

Q. - You will not tell the conversation you had; tell what you did and what you saw? A. - We did not see anything at all.

Q. - Did you see anything afterwards? A. - The day afterwards right there by the tower I saw the track of a man's foot right there in the bank like something had fallen in there; it made a kind of an impress in the dirt like.

Q. - Do you know what caused the dent in there? A. - No sir all I could say is that it looked like there was a pretty large foot in there in the dirt.

Q. - Was there any impression of a shoulder? A. - It was kind of pressed like as if you would dent it with something.

Q. - You can't tell what produced it? A. - No sir.

Q. - Was there any other place than that where there was loose dirt or gravel? A. - No sir.

Q. - All along there any place? A. - No sir there was no loose dirt there anywhere only in that one place.

Q. - How far was that from the tower? A. - About from

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On cross-examination said witness testified as follows:  
Examined by Mr. Chance.

Q. - You were working for John W. Gabriel? A. - Yes sir.

Q. - It was a part of your business to attend these trains and look after passengers who might want to stop at the hotel? A. - Yes sir.

Q. - At that time you were not engaged in the livery business at all? A. - No sir.

Q. - Don't you remember that there were two persons got off the ladies coach that night? A. - I can't remember only one.

Q. - Don't you remember that you took charge of one that went with you and staid at the hotel that night? A. - I did not get any man that night at all; he might have went up town to that other hotel.

Q. - Don't you remember there was a gentleman who lives at Wilmington, Ohio, who is a traveling salesman got off there that night and stopped there at Gabriel's hotel at the depot? A. - I did not get any body from that train.

Q. - Don't you remember that when Mr. Swavely called to see you that you made a written statement? A. - Yes sir.

Q. - You read it over didn't you? A. - No sir.

Q. - Didn't you read it over before you signed it? A. - No sir I did not.

Q. - Are you sure of that? A. - Yes sir.

Q. - Didn't you tell Mr. Swavely that two men got off and that one of them stopped at the hotel? A. - No sir I don't think I did; I only remember seeing one man get off.

Q. - Look at that statement and see if that is your signature? A. - I signed it but I never looked at it.

Q. - You did not hear it read over to you? A. - I heard him read it.

Q. - You gave him all you knew about it and you wrote down the statement? A. - He called me over.

Q. - You were there to get passengers for the hotel and that is what your business was? A. - Yes sir.

Q. - When the train pulled in and stopped for the station you were standing about where the forward end of the ladies car stopped? A. - I was standing at about the front of the ladies car and at the back end of the smoker.

Q. - That was a very long train was it not some 8 or nine cars? A. - I don't remember how many cars there were.

Q. - It was a long train? A. - I can't say as to that.

Q. - Do you remember how many cars there were ahead of the smoking car or ahead of the ladies car? A. - I don't know; I think one or two; two I believe.

Q. - When the train stopped one gentleman got off and told you that he wanted to go to Marysville? A. - No sir.

Q. - What did he say? A. - He said he wanted to go to

Marysville; he did not tell me but he told Frank Locke and Frank says: "I will take you."

Q. - Frank Locke is a livery man and lives at Milford?

A. - Yes sir.

Q. - Did you see anybody else standing around in that neighborhood; was anybody else there waiting for a train? A. - I don't remember whether there was anybody or not to take that train that night.

Q. - Do you remember of seeing Mr. Binnett there? A. - I would not.

Q. - Do you remember of seeing Mr. Buck the master carpenter?

A. - I know he was working there but I don't know whether he was going to take that train.

Q. - Did you see any persons there on the platform? A. - I did not notice these persons.

Q. - Did you see Mr. Lea there? A. - No sir.

Q. - You say this one gentleman got off the forward end of the ladies car? A. - Yes sir the end this way; he got off and he said: "I want to go to Marysville"; and Locke says: "I will take you"; and they took a good smart gait and away they went.

Q. - They went East in the direction of Milford? A. - Yes sir.

Q. - Did you follow them? A. - No sir.

Q. - Did Locke have a lantern? A. - I don't remember. I know he had it.

Q. - You still remained there? A. - Yes sir.

Q. - After they disappeared you saw the conductor signing an order didn't you; when did you see that; was it not after Locke and the passenger disappeared? A. - Yes sir.

Q. - The conductor came forward? A. - Yes sir.

Q. - The operator handed the conductor an order to sign did he not? A. - Yes sir he had it on one of the clip boards and he gave it to him and he signed it.

Q. - The conductor took it in his hand and glanced over it and then signed it? A. - He just took the order this way and wrote his name.

Q. - He read it before he signed it? A. - I don't remember; I seen him sign it.

Q. - The conductor had a lantern in one hand there? A. - Yes sir.

Q. - Where was this brakeman? A. - I think he stood about the ladies car at the front end.

Q. - Pretty close to where you were? A. - Yes sir.

Q. - He had a lantern also. A. - Yes sir.

Q. - Did you see Mike Lea along about that time? A. - I did not see him then.

Q. - After the conductor signed the order did he raise up the lamp and give the signal? A. - Yes sir.

Q. - Was it a signal to the engineer? A. - I suppose it was to the engineer; he threw it up that way.

Q. - Then the train started forward? A. - He turned around

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Q. - He got off the forward end of the ladies car or the rear end of the smoker? A. - I think he got off between the ladies car and the smoker; I think he got down from the smoking car.

Q. - After he raised his lantern then he came back and got on the car? A. - I won't say whether the train was going or not when he got on.

Q. - You don't know which car he got on? A. - I think on the rear end of the smoker between the ladies car and the smoker.

Q. - You saw nothing of Mr. Hammond during all this time?

A. - No sir.

Q. - You did not see anything of him at all? A. - No sir.

Q. - As the train pulled in did you see anybody standing on the steps? A. - No sir I never looked at it.

Q. - Your attention was not attracted to that? A. - No sir.

Q. - You don't know of course how long the train stopped, whether it was two or three minutes? A. - It was not that long.

Q. - You don't know how long? A. - It did not stay very long.

Q. - It staid long enough to do the work that was to be done there; the conductor signed his order and gave the signal; do you know where the conductor went after he got off?

before he got the order, do you know where he went? A. - He walked I judge about half way the distance of the car.

Q. - Let me ask you what was it that attracted your attention to the movements of the conductor? A. - There was no passengers to bother with and I always stand to see who is the conductor.

Q. - There was nothing that made it especially important that you should notice what was going on? A. - No sir.

Q. - The engine stopped west of the Big 4 tracks, that is when the final stop was made? A. - I would not say where the engine was.

Q. - Couldn't you tell it was west of that track? A. - I would not say.

Q. - You did not have any occasion to look to see? A. - No sir I was standing there.

Q. - Do you know that the engineer got down off his engine and oiled up his engine? A. - No sir I don't know anything about that.

Q. - Don't you know that this man who had the order after the train stopped first took this order to the engineer and the engineer examined it and then the order was carried back to the conductor and the conductor received it and receipted for it? A. - I don't know; I did not see that.

Q. - If that was done it would have taken some time to have done it; two or three minutes? A. - No sir.

Q. - This pile of dirt you speak of was right near where they were building this tower? A. - Yes sir.

Q. - The dirt was thrown out of this excavation? A. - Yes sir.

Q. - Did you ever examine that pile of dirt closely? A. - There is some stone in it; I was there when they were digging it out and there is some gravel there and some yellow clay like.

Q. - You and Mr. Sea went back to ascertain where it was that this man got off the train if you could? A. - Yes sir.

Q. - Or where he got hurt? A. - Yes sir.

Q. - Did you have a lantern? A. - He had my lantern.

Q. - How soon was that after the train pulled out? A. - I don't know whether it was after we took him up stairs or before.

Q. - Now going back a step or two: You were standing at the front end of the ladies coach with a lantern when the train pulled out? A. - Yes sir.

Q. - You stood there until the train pulled out? A. - Yes sir. I did not stay exactly right there; when the train was pulling out I moved up too.

Q. - You passed right along this pile of dirt with a lantern? A. - Yes sir.

Q. - You did not see any man lying there with his head in the gravel? A. - No sir I did not look that way.

Q. - If there was a great big man there weighing 300 pounds don't you think you would have seen him; did you hear any groans or any noise? A. - No sir.

Q. - You did not know much about Hammond previous to that accident? A. - Yes sir I knew him.

Q. - You were not intimately acquainted with him? A. - Yes sir I was pretty well acquainted with him.

Q. - You were not married at that time? A. - No sir.

Q. - Did you know anything about his previous physical condition? A. - I never paid much attention to that.

Q. - Was not your attention called the next day to this man that staid all night at the hotel? Q. - What man is that.

Q. - The man that staid all night at the hotel? A. - I don't remember any man that staid that night.

Q. - If you did state that two men got off of the train and one of them staid all night what did you mean by it. A. - I don't think I stated there was two men; he might have got that wrong; I don't think I did because I only saw one man get off that train.

Q. - Now are you quite sure you staid there at the forward end of the ladies car until the train started? A. - Yes sir.

Q. - Then when the train started did you also start? A. - Yes.

Q. - You started and walked along with the train? A. - Of course the train got past before I got up there.

Q. - The train passed along and disappeared? A. - Yes sir.

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Q. -- You walked along with the train when it first started?

A. -- Yes sir.

Q. -- And that was a very short time after it pulled in and stopped for the station?

A. -- Yes sir.

Q. -- You passed right along by the side of this pile of dirt with your lantern?

A. -- Yes sir.

Q. -- And you saw nothing or heard nothing of this accident?

A. -- No sir I was not looking for any accident.

Q. -- You did not see anybody get off the forward end of the smoking car?

A. -- No sir.

Q. -- Do you know anything about Hammond getting hurt about a year before this accident?

A. -- No sir I don't remember of hearing of that.

Q. -- When you got down to Hammonds the next day after the accident he got out of the buggy?

A. -- I helped him out and I think his wife helped.

Q. -- How did you help him out: you took hold of his hand didn't you?

A. -- No sir we took hold of his arms and kind of lifted him out.

Q. -- You were in the buggy and you raised him up that way? (indicating)

A. -- No, we turned him around.

Q. -- You did not raise him very high?

A. -- No sir I couldn't raise him very high; we turned him around and raised his leg out of the buggy and then he put his leg on the step; when he got down he walked into the house with one of us on each side of him; after we got him into the house the old lady took him into the room and got some hot water and bathed his head.

Q. -- After she got him ready you went in and looked at his hip and saw these black and blue spots and that is about all you know about his hurt?

A. -- Yes sir.

On Re-Examination said witness testified as follows:

Examined by Mr. Robinson.

Q. -- What was done that night as to his feet; was he cold?

A. -- Yes sir his feet were feeling cold and there was some tile under the house and I went and got one and put it against the fire and got that pretty warm and put that to his feet.

Q. -- Was there any warm water used?

A. -- No sir.

And said witness gave no other or further testimony.

And thereupon the plaintiff recalled as a witness Jonathan Hammond, who testified as follows:

Examined by Mr. Robinson.

Q. -- What time was it that you fell off the load of hay?

A. -- Oh, I believe that was two years ago this coming month of

Q. - Was you helping anybody? A. - I had sold some hay off my little place and my son-in-law came and bought a ton of hay and I helped to load it and we bound it and as I was getting down off the load on the chain my hold slipped and one of my feet was just about to the ground and I fell.

Q. - How long did it continue to hurt you? A. - Just that day, the next day I was 'round again.

Q. - Any lameness produced by it? A. - No sir.

Q. - Any injury that you know of? A. - No sir.

Q. - Have you been subject to fits of any kind? A. - Never in my life have I heard of it until to-day.

Q. - Have you had spells of dizziness at any time?

A. - No sir, never.

Q. - Did you have that night before the accident? A. - No sir, I did not.

On Cross Examination said witness testified as follows, Examined by Mr. Chance.

Q. - When you fell off the load of hay you laid there until they hauled you in? A. - Yes sir.

Q. - Your son-in-law went down to the house and rigged up a sled didn't he? A. - Yes sir.

Q. - One horse or two? A. - He hitched up two horses.

Q. - He brought out the sled and put you on the sled and hauled you in? A. - Yes sir.

Q. - You are pretty well acquainted with Milford Centre? A. - Yes sir.

Q. - And you know the location of the railroad crossing and the station and the depot at that point? A. - Yes sir.

Q. - You knew where the platform was? A. - Yes sir.

Q. - You knew that the platform on the Paw Boodle road was on the north side of the track? A. - Yes sir.

Q. - You knew that this train number twenty upon which you rode into Milford Centre that evening was a through fast train and you knew that when you boarded it at Urbana? A. - No sir.

Q. - Did you not know that train number 20 was a very fast train? A. - Not until I was on the train.

Q. - When you got on you found that it was a very fast train? A. - Yes sir.

Q. - You knew that the train made a short stop at Milford? A. - No sir I did not.

Q. - Didn't you make any inquiry to ascertain how long it stopped there? A. - No sir.

Q. - How long have you lived prior to this accident in that vicinity? A. - Pretty much all my life around Milford Centre and within 6 or 7 miles of it.

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An Re-Examination said witness testified as follows:  
Examined by Mr. Robinson.

Q. - When the conductor took up your ticket did he tell you there would be but a short stop at Milford? A. - No sir.

Q. - When he put his hand on your shoulder and said you get off at Milford did he tell you anything of the kind, that you must get off quick? A. - No sir, he put his hand on me and I looked around and he said you get off at Milford.

Q. - He recognized you? A. - Yes sir.

Q. - As having your ticket? A. - Yes sir.

And said witness gave no other or further testimony.

And thereupon the Plaintiff rested his case.

And the Defendant to maintain the issues on its part to be maintained, called as a witness:

A. R. Bigelow who being first duly sworn testified as follows:  
Examined by Mr. Chance.

Q. - Where do you live? A. - In the southern part of this County.

Q. - What business are you engaged in? A. - Farming as a general thing.

Q. - Do you know Jonathan Hammond, the plaintiff? A. - Yes sir.

Q. - How long have you known him? A. - A good many years; ever since I have known anybody almost.

Q. - You may state whether you saw him on or about the 15<sup>th</sup> day of last January a year ago? A. - I saw him a day or two or three or such a matter after he was hurt.

Q. - Did you have a conversation touching the manner or way in which he got hurt? A. - Yes sir I asked him how he was hurt and so forth.

Q. - Just tell the jury what the conversation you had with him was; what he said as to how he got hurt? A. - His explanation to me was, that, - - he did not tell me how he got hurt I don't believe; he said when the train whistled for Milford Centre and when it began to slack up he started to get off and he got out and stepped down on the bottom step and when it stopped he stepped off on to the platform and he turned to look for the other man he had been talking too on the train and then he said: "That is the last I remember."

Q. - Where was that conversation had? A. - At his house.

Q. - Did you have any conversation with him subsequent to that time? A. - No sir that was the first time I had seen him.

Q. - Did you talk with him afterwards in regard to the matter? A. - If I have I don't now remember anything

about it; I may have had a dozen times.

Q. - Do you remember how it happened that you went to his house that day? A. - I just went to see him.

Q. - Having heard that he was hurt? A. - Yes sir.

Q. - You have known him a great many years? A. - Yes sir.

Q. - Prior to this accident you may state if you know what his condition was as to being able to work? A. - Oh I don't know as he has been able to work; he has been very fleshy and not able to get around; I believe I have heard that he complained of rheumatism.

Q. - State if you know of his being hurt by falling from a load of hay about a year prior to this accident? A. - I heard of it; I don't know anything about it; I was not there.

On cross-examination said witness testified as follows:  
Examined by Mr. Robinson.

Q. - What relation are you to Mr. Hammond? A. - His wife and mine are sisters.

Counsel for the plaintiff moved the court to exclude from the testimony of this witness all testimony wherein he states what he heard, which motion the court sustained.

Q. - You went up to see him because he was hurt?

A. - Yes sir.

Q. - You never knew of his being hurt before this of your own knowledge? A. - I did not see him; I heard he was hurt; I did not know it.

Q. - Did you ever know of his being hurt in any way?

A. - No sir.

Q. - You said that he said -- he told you how he got hurt?

A. - He stated just as far as I said; he said afterwards that the car must have struck him.

Q. - Then why didn't you tell that to Mr. Chance; what is the matter with you? A. - Nothing.

Q. - What is the reason you did not tell that in answer to Mr. Chance's question? A. - I can't tell you; I did not think of it I suppose.

Q. - Now he said that he wanted to talk with a man that he had been talking with; who did he say he had been talking with?

A. - He said that there was some man on the train that he had been talking with; some man that said he was going to get off.

Q. - That it was a man that did get off or a man that said he was going to get off which, did he say? A. - He said that the man claimed that he was going to get off at Milford; he said he turned to look to see if that man was going to get off.

Q. - He did not say that he was looking for the man that had got off? A. - No sir.

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Q. - Now you say he looked to see if that man had got off?  
 A. - Yes sir he said that he turned to look to see if that man had got off the train.

Q. - Now you say that he said that the train had slacked up and he got clear off did he? A. - Yes sir he said he had stepped down on the platform, that is the way I remember it, that he stepped out of the train off on to the platform and was trying to glance around to see if he could see this man and that is the last he remembered until he came to

Q. - Who was present at that conversation? A. - I can't tell you now there were 5 or 6; I think George Peterman was there.

Q. - Don't you know? A. - I would not swear he was there.

Q. - Who else? A. - I think there were several of his sons-in-law there.

Q. - Which ones? I think that Congrove was there.

Q. - Which of the others? A. - I would say positive because I don't remember.

Q. - Was his wife there? A. - Yes sir she was about the house somewhere.

Q. - Was she there when the conversation occurred?

A. - I can't tell you now.

Q. - Where was it? A. - In the house.

Q. - Was he sitting up at that time? A. - He was sitting in a chair; just three or 4 days after the injury I would say how long; it might have been a day or two or may be three or four.

Q. - Was there anything that had called the balance of the family together on that day; Was that the day that the sons-in-law came to see him the first time? A. - I can't tell you as to that; it may have been the next day after he was hurt.

Q. - You had no separate conversation with him that day?

A. - No sir only what I heard him talking.

Q. - Others heard the conversation as well as you? A. - This conversation was between him and I; I don't know whether the others were listening or not.

Q. - Congrove and the others heard the same thing?

A. - They could have heard it if they were paying attention it was right in the room and I suppose there were 6 or 8 in the room.

Q. - What was the cause of the assembly? A. - I suppose they were there to see him on account of the injury.

Q. - Now tell us what the words were again? A. - I don't know where to commence; only that he said that he got down on the lower step as near as I could understand; he said I got on the lower step and when the train stopped I stepped off on the platform and I turned to see this man get off and that is the last I remember; that

is before the train had stopped he went out and got down on the step.

Q. - He had gone out and had gone down the steps and was standing on the lower step? A. - Yes sir.

Q. - And did that while the train was in motion? A. - Yes sir I understood that he did; he said that he knew that he was very awkward and that he had to be very careful; that he stepped off after the train had stopped and was looking for this man and that was the last he remembered.

And said witness gave no other or further testimony.

And thereupon the defendant called as a witness George F. Bennett, who being first duly sworn testified as follows:  
Examined by Mr. Chance.

Q. - What business are you in? A. - The grain business at Milford Centre.

Q. - Were you in the same business at the same place a year ago last January? A. - Yes sir.

Q. - You have charge of the warehouse there? A. - Yes sir.

Q. - State to the jury whether you were in Milford on the evening of the 14<sup>th</sup> of January '90? A. - Yes sir I was there.

Q. - State whether you had any occasion to go to the depot on the arrival of train N<sup>o</sup> 20 from the West that evening?

A. - I went to that train to meet my daughter that evening.

Q. - From which direction was your daughter coming?

A. - From the West; from Urbana.

Q. - You expected her on train 20; where were you when the train whistled for the station? A. - Standing at the corner of the tower on the West side of the Big Four road.

Q. - When the train made the stop for the station where were you? A. - When the train came around the curve I started up the platform and when it made the stop I was a little East of Mr. Green's house.

Q. - Near to what car were you when the train stopped?

A. - There was one baggage car and one or two mail cars on the train and I stopped about the front end of the first passenger car.

Q. - Do you know Jonathan Hammond, this large gentleman here? A. - Yes sir.

Q. - Had you known him prior to this time? A. - Yes sir.

Q. - How long had you known him prior to that time?

A. - For 35 years I suppose.

Q. - As the train pulled in and passed you did you see Mr. Hammond? A. - I did not.

Q. - Did you see him get off the train? A. - I did not see him that evening at all; I was looking for my daughter.

Q. - Did you notice any other persons on the platform that

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evening before the train arrived. A. - Yes sir there was the mail man and Tom Dorsey; I was talking with the section man and there were other persons there; these are the only ones I recollect.

Q. - Did you see any passengers get off? A. - One or two passengers got off.

Q. - Did your daughter? A. - No sir.

Q. - After you saw that your daughter did not arrive what did you do? A. - I walked up the platform towards the rear end of the train; I went nearly the full length of the platform and was still looking for my daughter.

Q. - After you had gone to the rear end of the train did you return? A. - I waited until the train pulled out as the platform there is narrow I did not like to walk there after dark.

Q. - After these passengers got off you walked toward the rear end of the train? A. - Yes sir, I walked to see if she was on the platform.

Q. - Did you hear anything said by either of these passengers that got off? A. - No sir.

Q. - Did you notice the conductor and brakeman? A. - No sir I don't know as I did; I was looking for my daughter; I noticed these passengers as they got off.

Q. - How far toward the rear end of the train did you walk, after you found that your daughter was not getting off of the first ladies coach? A. - I walked nearly to the end of the platform; I don't know how far.

Q. - You may state at what gait you walked? A. - I walked along leisurely to see if she got off.

Now I will ask you to state to the jury how long that train stopped there that evening? A. - I can't tell the time exactly; I walked to the upper end of the platform and probably stopped there, I can't tell whether I stopped there or not; there was nothing unusual in the movement of the train so as to call my attention to it; I am used to see that train come in; I am on the platform frequently.

Q. - Did you remain at the rear end of the platform until the train started forward? A. - I was up near the rear end until it started to pull out and then I walked down the platform.

Q. - State to the jury how the train started; whether it started suddenly? A. - I can't tell as to that; there was nothing in the movement of the train to draw my attention to it, there was nothing unusual.

Q. - Did you have a lantern? A. - I did not; the train men had there lanterns there and there was the usual amount of lights from the cars.

Q. - It shows out so that you can see where you are stepping

A. - Yes sir.

Q. - When did you first learn Hammond was hurt? A. - The next morning; that was the reason my attention was drawn to it.

Q. - Did you see him yourself? A. - No sir I did not.  
 Q. - Did you ever have any talk with him as to how he got hurt? A. - Not that I recollect; he told me that he was seriously injured, that is all.

Q. - He never explained to you how it happened? A. - No.

Q. - You may state whether there was a pile of dirt near where they were building a target. A. - On the north side of the track there was a pile of dirt, north of the platform where it is wider than the other platform.

Q. - You may state to the jury whether there was any difference in the width of the platform which extended west of the railroad crossing, and if so which portion was the widest.

A. - The platform from the tower up probably one hundred feet west I judge it to be 10 or 11 feet wide; from that to the west end of the platform is about 8 feet.

Q. - This pile of dirt as I understand you was north of the wide end of the platform? A. - Yes sir.

Q. - And right by the target? A. - Sir right by the tower.

Q. - Did you have occasion to examine that pile of dirt soon after the accident? A. - I did not.

Q. - As the train started forward and pulled out from the station you followed it along the platform. A. - Yes sir.

Q. - Did you pass along by this pile of dirt? A. - I did.

Q. - Did you see anybody there? A. - I did not.

Q. - Did you hear any groaning? A. - No sir there was nothing to draw my attention at all.

Q. - Was it light enough so that you could have seen any person if there had been any one there? A. - It was a dark night - - I can't tell you; I can't tell you what the probabilities would be.

On Cross Examination said witness testified as follows:  
 Examined by Mr. Robinson.

Q. - This was a fast train? A. - Yes sir.

Q. - You expected your daughter and you were looking for her from the Pullman car? A. - No sir she would be in a common passenger coach, the second or third coach she usually came on or the third coach.

Q. - So that you moved on at first as far west as where the ladies car would stop? A. - No sir I got about to the end of the baggage or mail cars on the train and stopped.

Q. - That would bring you up to the front end of the smoking car? A. - Yes sir.

Q. - Then you stopped about the front end of the smoking car.

A. - Yes sir as near as I recollect.

Q. - Did you see any body standing on the steps? A. - I do not recollect of seeing any one standing there; I recollect the passengers got off from some of the cars.

Q. - Did you see any body get off the front end of the smoking

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Q. - The passengers you did see get off got off at the lower end or a point further back? A. - I would not be sure where the passengers did get off?

Q. - They did not get off at the front end of the smoker?

A. - I can't tell you as to that; I did not notice that.

Q. - Are you able to say with any degree of certainty that there was more than one got off? A. - I should say there were two or three passengers got off.

Q. - Would you be sure about that? A. - No sir.

Q. - Do you recollect of seeing the conductor? A. - No sir; it is my impression there were one or two passengers got off there this is only an impression; I know there was some got off; the reason I know it is the agent asked me if I saw old Mr. Hammond get off; the agent at Milford Mr. Lea asked me the next morning if I saw Mr. Hammond get off and I said no.

Q. - You say you did know Mr. Hammond before that?

A. - Yes sir.

Q. - You did not see him get off nor did you see him on the platform nor on the car? A. - No sir I did not see him that night.

Q. - After you did not see your daughter get off you moved further West? A. - Yes sir, for the purpose of seeing whether she might not have got off some where else and waited until the train pulled out so that I could walk back to the station. I did not like to move along that platform when the train was moving.

Q. - Would you be kind enough to tell the jury how far Green's house is West of the tower? A. - It is about 125 or 150 feet.

Q. - That is the point about where you were? A. - No sir, I was East of Green's house, somewhere near that point; I can't tell you exactly.

Q. - How far were you East of Green's house? A. - Oh, I don't know; some little distance; I can't tell you exactly where I stood.

Q. - It would not be likely that you would as there was nothing to cause you to remember such a thing as that?

A. - Nothing except that I started at the front end of the train and went back.

Q. - It was a little East of Green's house? A. - Yes sir.

Q. - That is about 125 feet West of the crossing? A. - It is probably about 100 feet.

And said witness gave no other or further testimony.

And thereupon the defendant called as a witness Harry King who being first duly sworn testified as follows:  
Examined by Mr. Chance.

Q. - Where do you live? A. - Indianapolis.

Q. - State what your relation is to the defendant in this case, the railway company? A. - I am a passenger conductor.

Q. - How long have you been a passenger conductor in the defendant's employ? A. - About 14 years.

Q. - You may state to the jury whether you had charge of train 20 on the evening of January 14<sup>th</sup>, 1890? A. - I did.

Q. - You may state to the jury what you did at Milford Centre on the evening as you approached the town and made the stop; just tell the jury what you yourself did; tell them as near as you can what your own movements were? A. - When we stopped for the station if my memory serves me right, I think I was in the smoking car and I walked out between the first ladies coach and the smoker and got off on the platform; there was a gentleman who got carried on number 9 who was over at the inauguration of Governor Campbell and he came back on 20; a gentleman from Greenville boarded the train for Milford and I got off on the platform and waited until I saw them get off at the rear end of the ladies car if my memory serves me right; I walked a few steps eastward along side of the smoker and signed my orders; there are the only two passengers I recollect of getting off there.

Q. - State to the jury whether you examined these orders you received there? A. - I always read the orders before we start the operator reads them to us and our orders have to correspond.

Q. - Did he furnish you with a copy? A. - He did after I signed the order.

Q. - You may state to the jury whether you examined the order before you signed it and whether you signed it without knowing what it was? A. - He read the order to me and I read my order while he read his to see whether both orders corresponded which is a rule of the company.

Q. - State where you got your order? A. - From the operator.

Q. - You spoke of comparing your order with his; explain what you did? A. - The operator brings the orders in manifold; he brings it down so as not to delay us any longer than possible. We would have to go up beyond the tower house and it would take maybe ten minutes to do that, and instead of that he comes down to us and reads his and I check mine off to see whether it is correct.

Q. - The telegraph order is written on manifold paper so that the operator makes two or three copies of the same order. A. - Yes sir.

Q. - He reads one and gives you one and gives the engineer one? A. - Yes sir.

Q. - When he hands you your order you then read it and he reads his and you compare them to see that they correspond and so there would be no mistake? A. - Yes sir, and if there is any mistake I catch it.

Q. - Now you may state if you please whether you had a lantern in your hand or carried it on your arm that night? A. - I had

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a lantern; I don't know what position I carried it in; I have to have it to give the signal.

Q. - State whether there were any other trainmen there or thereabouts when you received these orders? A. - The brakeman was there if I recollect right.

Q. - State whether he had a lantern? A. - Yes sir.

Q. - State whether there was anybody else there that had a lantern? A. - Yes sir. The employes around the station generally came down there; I was not paying much attention to that; some of them have conveyances that run to Marysville and they come down to watch for passengers to get off as a general rule.

Q. - You may state to the jury what became of the two passengers who got off? A. - They passed east toward the station.

Q. - Out of what cars did they get? A. - Out of the ladies car.

Q. - In what portion of the ladies car were they sitting? A. - They were on the rear end and I waited until they came out and I seen both of them walk down the walk.

Q. - Now they came out and went eastward? A. - Yes sir. The gentleman from Marysville had on a military uniform and the other gentleman had on a dress suit and a black hat; he was a traveling man; these were the only two men I saw come out.

Q. - Now did you see this large gentleman here, Jonathan Hammond, the plaintiff in this case? A. - I have no recollection of seeing him at all.

Q. - At the time these two gentlemen got off how near were you standing to the front end of the smoker? A. - I was standing between the front end of the ladies car and the smoker; it would be the length of a car from platform to platform; if I recollect right after they stepped off and moved east I went and signed the order.

Q. - State whether you stood there between the front end of the ladies car and the smoker until they got off? A. - Yes sir.

Q. - You received your orders somewhere near the middle of the smoker? A. - Yes sir.

Q. - Now explain to the jury how much time elapsed from the time that train stopped and these two gentlemen walked forward and got out and you stepped forward and signed your receipt?

A. - It generally takes from about two to three minutes; on that train, the way it was running then we used to have a lot of mail to exchange for the "Bee Line" and it generally took from three to five minutes; I judge it was between two and three minutes as near as I can place it.

Q. - State what time you left Urbana that evening? A. - About on time.

Q. - What was its time there? A. - 6-30

Q. - State what time the train arrived at Milford? A. - If on time it ought to arrive there 7-22; we hardly ever got there on time on account of stopping at Brush Lake for water; we generally arrived there, if we left Urbana on time, two or three minutes late.

Q.- Describe to the jury what kind of a train it was how it was made up and how it was coupled together and what kind of cars you had on that train? A.- My recollection is that it was composed of one postal car or mail car and a baggage car and three coaches, a dining car and two sleepers.

Q.- How was the train coupled together? A.- By the Janney couple.

Q.- Just explain to the jury how that coupler is and what it is, so that they understand in a general way how a train is coupled together? A.- They come together and shut just like that (indicating). There is very little give or spring to it. The platforms come right up close together.

Q.- When it is coupled together state whether the train assumes a solid condition from end to end? A.- The whole train moves at once as a rule.

Q.- Where were you when you gave the signal to start the train?

A.- Down towards the front end of the smoking car; I always got on the front end as a rule to clean up my train as that is the last stop you know.

Q.- Suppose when this train slowed up for that stop and as it came to a stand still or about as it came to a stand still this plaintiff had been thrown down on to the platform, state whether your position was such that you would have seen and would have known it; suppose that that had been the case, when you stopped for the station, when you made your final stop for the station, supposing he stepped down from the front of the smoker? A.- I don't know; I hardly would have seen that, he would have been in advance of me in the dark.

Q.- Did you see this large gentleman in the smoker? A.- I have no recollection of seeing him at all.

Q.- Do you remember of taking up his ticket? A.- I don't know.

Q.- Do you know anything about what kind of a ticket he had?

A.- I can't say that.

Q.- Now I will ask you if you remember of passing him in the car before you came to Milford Centre that evening? A.- No.

Q.- Now let me ask you to state when you got on to the train with reference to the time that it started up, whether before or after it started to leave Milford Centre, had it started before you got on? A.- Yes sir, they always start before I get on.

Q.- You may state how it started forward; whether it started forward in the usual manner or with a jerk? A.- They can't just

Q.- State to the jury why that is so? A.- Because it is a continuous coupling, and there is no slack to jerk.

Q.- Now state to the jury what speed that train had attained after it had run say 50 or 60 feet; how fast was it going then?

A.- That would be a hard matter to determine.

Q.- Would it be going as fast as a man could walk leisurely or faster or slower? A.- I would not like to decide on that; it varies a great deal; that would depend on whether it was a big or little train and whether it handled hard or easy.

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Q. - Do you know anything about the mail you had on that train that night? A. - No sir I can't call to memory that particular time but they always had a mail to exchange at that point they have held us 5 and 6 minutes unloading mail.

On cross examination said witness testified as follows:

Examined by Mr Robinson

Q. - If I remember your testimony you were in the smoking car when you came up to that station? A. - Yes sir.

Q. - Do you remember whether it was you or some other person that announced the station? A. - The brakeman always calls the station.

Q. - You did not call the station yourself? A. - No sir.

Q. - You stepped out of the smoking car at the rear? A. - Yes sir between it and the ladies car.

Q. - And waited for the two passengers to get out of the ladies car?

A. - Yes sir.

Q. - As soon as you got out or saw them get out then this telegraph operator moved back to meet you as was your custom?

A. - He was coming back; I don't know where he was at that time; I would not sign the orders until I saw the passengers get off.

Q. - On that night you met about the middle of the smoker?

A. - Yes sir.

Q. - Do you remember that night that you stuck to your custom do you remember what you did that night as to reading over the orders? A. - I recollect the custom was to do it every time I received an order.

Q. - Do you have any recollection or memory as to that evening's transactions on that subject? A. - No more than the general rule; I would not receive orders that was not read to me.

Q. - You have no recollection except the general custom?

A. - General custom.

Q. - Now when you did that you gave the signal didn't you to the engineer? A. - Yes sir, if the mail was all out I did.

Q. - You don't have to look after the mail at all? A. - Yes sir, I am the conductor of the train and - - -

Q. - You don't remember anything on that night? A. - I would not have started the train if the mail was not all out.

Q. - You did not see anything to obstruct the train; for all you could see the train was ready to move? A. - Yes sir.

Q. - As soon as you signed that you gave the signal and moved back? A. - I did not say I gave the signal then; I said after he read the order to me which he always does I moved forward and gave the signal to the front end of the smoker.

Q. - Did you go to the front end of the smoker? A. - I always do.

Q. - Did you get as far as the front? A. - I don't know; I may have got up as far as the baggage car door.

Q. - Do you know that you went any further? A. - No sir.

Q. - You got on at the first of the ladies cars? A. - No sir.

at the front end of the smoking car.

Q. - Did you get on there that night? A. - To the best of my judgment I did.

Q. - You don't recollect that you did? A. - As a rule I always did; I say to the best of my judgment I did.

Q. - Do you recollect as a matter of fact that you did? A. - It is impressed on my memory that I did.

Q. - That was your duty? A. - Yes sir.

Q. - You don't recollect that you did but it is your impression on your mind that you did? A. - Yes sir, following out the rule, to clean up the train at the last station.

Q. - Did your train have any stops between that and Columbus?

A. - No sir.

Q. - At Columbus your business was through? A. - Yes sir.

Q. - You would take up all the tickets and all the cards you had distributed and see that all was right to discharge your train at Columbus? A. - Yes sir.

Q. - You have no recollection of seeing Hammond on that train at all? A. - No sir.

Q. - Nor about taking up his ticket at all? A. - No sir.

Q. - What impressed upon your mind that these two gentlemen in the rear of the ladies coach were going to get out?

A. - Well, Mr. Sears whom I am very well acquainted with boarded the train at Greenville and I had a conversation with him and he said he was going to Milford; the other gentleman he had on a military suit and he came to me and he said: "Conductor, I got carried through on number 7 and I want to be sure and get off at Milford," there are the only two I remember of getting off at Milford; that was all there was of it.

Q. - That is the reason it is impressed upon your mind, having a conversation with these people? A. - Yes sir.

On Re-Examination said witness testified as follows:

Examined by Mr. Chance.

Q. - I will ask you to state how many employes you had on that train; how many trainmen there was that evening?

A. - Engineer, fireman, baggage master, two brakemen & conductor.

Q. - State whether that was the usual number for that train?

A. - Yes sir.

Q. - You had a front brakeman and a rear brakeman? A. - Yes.

Q. - State whether the front brakeman was at the front end to assist passengers off and on? A. - He was at the front end of the ladies coach.

Q. - He was ready to assist anybody who did get off? A. - Yes.

Q. - Now state how soon it was after this night that you learned of this occurrence? A. - The next morning.

Q. - Where was it you learned of it? A. - At Milford.

Q. - State whether at that time the circumstances connected

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with that stop the night before were fresh in your mind?

A. - Yes sir.

Q. - State what you did with that order after comparing it with the operator? A. - I sent it in to the Superintendent's office.

Q. - Did you take them in yourself? A. - We send them in or put them in the office when we return.

Q. - Do you remember what that order was that night? A. - It was something about meeting the Chicago train; it gave the Chicago train until eight o'clock or 8-02 to make Hilliards or give them a little more time to make the meeting point; I think maybe it was until 8 o'clock to make Mounds; that is generally the orders they gave for that train.

On Re-cross Examination said witness testified as follows:  
Examined by Mr. Robinson.

Q. - You don't remember whether or not that night your order was as to the meeting point for the Chicago train? A. - No.

Q. - These orders would be in about how many words? A. - I can't say as to that; it was that train number three could have until 8 o'clock to make Mounds.

And said witness gave no other or further testimony.

And thereupon the defendant called as a witness Mary Greene, who being first duly sworn testified as follows:  
Examined by Mr. Cameron.

Q. - Where do you live? A. - St. Milford Centre.

Q. - Just tell the jury where about at Milford Centre, how near to the Pan-Handle Railroad depot? A. - I can't exactly say; it is not very far from the Pan-Handle depot.

Q. - How near do you live to the Pan-Handle railroad?

A. - About 100 feet from the Pan-Handle railroad.

Q. - What direction is it from the railroad crossing there?

A. - West.

Q. - About 100 feet West of the railroad crossing? A. - No sir, that is from the railroad; I don't know how far from the crossing.

Q. - Did you hear of Jonathan Hammond being hurt there during the month of January a year ago? A. - I heard it the next morning.

Q. - About what time in the morning did you hear of it?

A. - About 5 o'clock.

Q. - Did you understand when it was that he was hurt?

A. - I heard he got hurt on number 20; I don't know what time it came in that evening.

Q. - About what time does that train reach Milford?

A. - 7-22 when on time.

Q. - Tell whether you saw that train coming in that evening?

- A. - No sir I did not; I heard it but I did not see it.
- Q. - Did you see the train before it went out? A. - No sir, I heard it coming it.
- Q. - Where was you when you heard it? A. - At home.
- Q. - After the train had come in and gone out did you go any place? A. - I went back to the depot hotel where I worked; I was in at home when the train came.
- Q. - How long after the train moved out was it you went down to the depot? A. - I can't say; it might have been ten minutes and it might not; I can't say for sure.
- Q. - State whether it was a short time? A. - Yes sir it was a short time.
- Q. - How did you go to the depot from your house? A. - On the platform.
- Q. - You came out from the house on to the platform? A. - Yes sir.
- Q. - Where did you get on to the platform? A. - Right in front of the house.
- Q. - Then which direction did you go? A. - East to the depot.
- Q. - Now I will ask you to state to the jury whether you saw anybody on the platform? A. - No sir I did not.
- Q. - Do you know where there was a pile of dirt there near the target? A. - There was a pile of dirt there when they were building the tower.
- Q. - Did you pass that in going down to the depot? A. - Yes sir.
- Q. - Now I will ask you to state whether you saw or heard anybody there? A. - No sir.
- Q. - When you got to the depot was Hammond there? A. - I don't know I went right in and went to my room; I always go in the hall door.
- Q. - You did not hear anything of him that night? A. - I was in bed when they brought him up stairs.
- Q. - How long had you been back to the hotel? A. - I can't tell you; I had been asleep.

### No Cross-Examination

And said witness gave no other or further testimony.

And thereupon the defendant called as a witness Isaac Butterworth, who being first duly sworn testified as follows:  
Examined by Mr. Chance.

- Q. - What is your business? A. - Railway locomotive engineer.
- Q. - You are in the employ of the defendant and were on last January a year ago? A. - Yes sir.
- Q. - How long have you been a railroad engineer? A. - I have worked for the present company as an engineer for about 19 years and 5 months.
- Q. - How long before that? A. - I was only firing previous to

that time.

Q. - Your number?

Q. - No.

Q. - How long?

Q. - No.

A. - No.

Q. - You stopped the train when you saw the switch when you saw it for the engine.

Q. - How far from the engine?

Q. - No.

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Q.-- You were the engineer in charge of the engine pulling number 20 on the evening of January 14, 1890? A.-- Yes sir.

Q.-- Do you remember what time you left Urbana on that evening? A.-- No sir I can't just say that I do.

Q.-- Do you remember what time you got to Milford that evening? A.-- We got there some where near to 7-25 or 7-27.

Q.-- You may state to the jury where your engine stood when you stopped for Milford Centre station? A.-- In pulling that train we aimed to get the pilot of the engine up so that it cleared the crossing; at that time we did not have the interlocking switch; at the present time we are not particular because when we have got the target it makes no railroad crossing out of it for another train; at that time we were careful to keep the engine back of the crossing.

Q.-- How long is your engine and tender combined; how long from the pilot to the rear end of the tender? A.-- Somewhere in the neighborhood of about 55 feet.

Q.-- Number 20 was a fast train? A.-- Yes sir.

Q.-- Known as a vestibule train? A.-- Yes sir.

Q.-- Explain to the jury how the cars were coupled together on that train? A.-- It was coupled with what they call the improved Janney coupler.

Q.-- State whether there was any slack in the train? A.-- No sir, there was no slack to these draw bars.

Q.-- State whether or not there was any jerking? A.-- It is impossible to jerk a train of that kind; the only way that train could be jerked at all is by a little carelessness in making the stop, if you put the air on too suddenly it will make a sudden jar and is inclined to make a man move forward.

Q.-- When starting up the air is not on? A.-- No sir.

Q.-- Please explain to the jury what you did after you stopped for the station that evening? A.-- That evening there was orders there and I got down and signed the orders and took my oil can and took a little oil and put it on the eccentrics; there are two or three points that we have to put oil on and as we make no stops between there and Columbus, I oiled them.

Q.-- On that evening you say you got orders? A.-- Yes sir.

Q.-- Where did you get the orders? A.-- I stopped my engine a little West of the telegraph station, where it now stands; at that time the telegraph station was not there.

Q.-- Did you go after the orders? A.-- No sir, the operator brought them.

Q.-- Tell the jury where you were when the operator came with the orders? A.-- When he first came I was getting down with the oil can and torch and I set the torch in the gangway and looked at the orders and then picked it up again and he went on back to the conductor.

Q.-- Did you compare your orders with the one the operator had? A.-- No sir he reads that to me; when I signed he gave me

copy and then he reads it and I look over mine while he reads it.

Q. - He read it to you? A. - Yes sir.

Q. - He first gave you a copy and then read it to you?

A. - Yes sir.

Q. - You compared it to see that it was all right? A. - Yes.

Q. - Then you got down did you? A. - I was then on the ground. I was down in the act of oiling; the block signal was against me; the order was to release me; we call it blank "A.". We use what we called the semi-formed arms and if I am going east I go by the right hand arm, and if going West of course it would be the contrary; when that signal is straight out, it is supposed to be against me and I have got to have orders to give me a release and I can't go further until the block is pulled down.

Q. - You proceeded to oil the engine? A. - Yes sir.

Q. - State what the fireman was doing? A. - I can't say; probably getting the fire ready to make a start; they generally while standing that way throw in three or four shovels of coal so that when I start the engine we can have a full head of steam; it knocks the fire all to pieces in starting unless he is pretty well prepared. After I oil the engine I step up and tell the boy to pull the bell and he looks out for a signal and he keeps pulling the bell until they get ready.

Q. - State what the object is in the fireman pulling the bell?

A. - It is a warning to everybody that we are about to move.

Q. - State whether it is to notify the conductor that you are ready for his signal? A. - Yes sir that our part is ready.

Q. - Where were you when you got the conductor's signal to go forward? A. - As I was going east I was on the right hand side and it was the place of the fireman to watch for the signal; most of our telegraph stations are on the north side and when we are going east the fireman has to look out for this.

Q. - Tell the jury how you started up the train? A. - I started her up the same as I would from every station.

Q. - State whether the train started with a jerk? A. - No sir we could not jerk a train of that kind, with that kind of coupling; our train consisted of not less than 7 or 8 cars and sometimes it is 9 or more.

Q. - State whether these cars are heavy; especially the Pullman cars? A. - They are heavy cars and weigh about 95 thousand pounds apiece; they weigh as much as an engine.

Q. - I will ask you to state to the jury how long that train staid at that station that evening after it made the regular stop for the station? A. - I will say within the bounds of two minutes; I have known us to be there four minutes.

Q. - When was it that you first heard that a man had been injured there that night? A. - I will tell you when I first

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heard of it; I first heard of it yesterday; that is a positive fact; I never heard of it till yesterday; I never knew of it till yesterday; I want the jury to understand me; that is an every day occurrence I am telling right there at Milford station when I am on that train and from what I can find out the balance of them run over that crossing and stop; that is what I am speaking of, it is my every day business when I am on that run and our stops average from two to four minutes, especially if we get orders we can't get away from there inside of two minutes.

Q. - I will ask you to state if on the 14<sup>th</sup> of January at the time you stopped there with train twenty, while engaged in oiling the engine or while standing there you saw this large gentleman there, the plaintiff? A. - No sir; I don't pay any attention to them my attention is called strictly to my business.

Q. - Do you know where that pile of dirt was where they were building the tower? A. - No sir.

Q. - Do you know how close the tower is to the platform?

A. - It edges on the platform both ways, the Bee Line running north and south and ours running east and west; it edges up in the corner there.

Q. - How near to the tower house was your cab? A. - My cab I should judge would be 15 or 20 feet west of the stairway of tower house; that is, the gang-way where I come out.

Q. - Have you got the orders you received that night?

A. - No sir.

Q. - What became of these orders? A. - We don't keep these orders only some times two or three days; it is not necessary for us to retain our orders; when the order is fulfilled we have no further use for it; if we get an order to meet a train at Milford Centre, after I pass that train I have no further use for the order and I can throw it away or retain it.

On Cross Examination said witness testified as follows:

Examined by Mr. Robinson.

Q. - This tower is only put there for the purpose of giving signals on both of the roads therefore it is as near the angle as possible? A. - Yes sir.

Q. - It is a patent machine by which one line gets the right of way and when you once have it you are perfectly safe?

A. - Yes sir.

Q. - The stairway of which you speak is on the west side of the tower? A. - Yes sir.

Q. - It is the means by which you go up into the telegraph office? A. - Yes sir, on the west side.

Q. - Now as I understand you you only speak of what was done that evening from the fact that that was your custom purely from the fact that that was your custom; you have no recollection of what occurred that evening? A. - I don't know anything of what occurred that evening outside of this

order business and I got that from my own record at home.

Q. - What is that record? A. - It is my own book that I keep at home. I have got a whole stack of them at home.

Q. - You have a memorandum that shows that you got an order that night? A. - No, No, not about the order but about the day and date.

Q. - You mean that it shows that you run on that train day? A. - It shows that I made that trip.

Q. - It don't show the incidents that occurred? A. - No sir.

Q. - Now then as a matter of fact you don't know what happened that evening on that train? A. - Not to a positive point, no sir; I know that the train was late that night and we always got orders to meet number 3 because we made no other stop.

Q. - You recollect that from something that is in the book?

A. - No sir I have no record of that.

Q. - Is there anything else you recollect from the fact that the train was late that night? A. - I will tell you what I do remember; it is less than a year since the Bee Line has been running its trains through Columbus and up to that time we stopped there a good while to transfer the mail to go East on the Bee Line and at that time our average stop there was two minutes.

Q. - What I want to know is whether you remember now of anything that happened that day except the fact that it was your custom? A. - That is all I claim in my testimony.

Q. - Is that true also with reference to the place you stopped only speak of what your custom was? A. - I speak from my custom.

Q. - Now you say that the ringing of the bell is to notify the conductor that all is ready at the front? A. - Yes sir.

Q. - He then don't go to see whether you are ready but he is informed that you are ready by the ringing of the bell?

A. - Yes sir.

Q. - After he hears that signal if he is ready then he gives you the signal to go and you start? A. - Yes sir.

And said witness gave no other or further testimony.

And thereupon the defendant called as a witness Thomas Dorsey, who being first duly sworn testified as follows:  
Examined by Mr. Chance.

Q. - Where do you live? A. - At Milford.

Q. - How long have you lived there? A. - I am there since '63.

Q. - Do you know Mr. Hammond the plaintiff in this case?

A. - Yes sir.

Q. - How long have you known him? A. - I don't know rightly sir; I can't say; I know him 12 or 13 years.

Q. - Whereabouts in Milford do you live? A. - Near the railroad,

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pretty near to the railroad track.

Q. - How close to the point where the two railroad cross?

A. - I live down the pike that runs to the 'burg; that street that goes to Mechanicsburg.

Q. - You may state whether you were in Milford Centre on the evening of the 14<sup>th</sup> of January 1890 at the time Mr. Hammond claimed he was hurt? A. - I was there at that time.

Q. - You may state where you were when train 20 on defendants road came in from the west and stopped there? A. - I was right upon the platform, pretty close to the engine when she stopped.

Q. - On which side of the track? A. - On the north side of the track on the platform.

Q. - How near were you to the place where they were building the tower? A. - A little bit west of it.

Q. - Was there a pile of dirt there near by? A. - It was there but it was thrown back from the railroad.

Q. - How close to the platform did the pile of dirt come? A. - It must be six or seven feet to the north of the platform.

Q. - Tell the jury how close you stood to that pile of dirt when the train pulled in and stopped? A. - I must be about 40 feet from the dirt.

Q. - Did you see this old gentleman there that evening? A. - No sir.

Q. - Did you see him get off the smoking car? A. - No sir I did not see him get off any car.

Q. - You did not hear a man fall? A. - No sir.

Q. - You did not hear anything that sounded like a man falling on the platform? A. - No sir.

Q. - Who did you see around there that evening as the train pulled in that evening, just before it pulled in? A. - I did not see anyone only a few who were going away on the train and some other folks around there.

Q. - There were some folks going away on that train? A. - Yes sir.

Q. - Do you remember how many people got on that train that night? A. - I don't know.

Q. - As many as three or four? A. - I don't know there may have been only one.

Q. - Will you tell the jury how you happened to be there that evening? A. - I does be always up there; it is my business to be there.

Q. - Were you at work at that time? A. - No sir. I did be always up there; it was my duty to stop there; if there was anything wrong I could go and fix it.

Q. - What was your business at that time? A. - I was section boss at that time.

Q. - You had charge of the section? A. - Yes sir.

Q. - You had some hands working under you? A. - Yes sir.

Q. - Did you see the conductor and the brakeman that evening? A. - No sir I did not see either of them.

Q. - Did you see Mike Hea? A. - Yes sir he passed me by as

he was going up to the baggage car; he came back and I saw him.

Q. Did you see the telegraph operator? He was with the engineer when I saw him.

Q. Did you see the telegraph operator go to the conductor?

A. No sir, I did not.

Q. How near were you to the forward end of the smoking car when it stopped? A. There was nothing ahead of me only the baggage car when I stood up to the coach.

Q. Tell about how close you were to the forward end of the smoking car when the train stopped? A. About 50 feet, I think; I was east of the smoking car.

Q. And you were about 40 feet west of the pile of dirt?

A. Yes sir.

Q. So that the forward end of the smoking car was about 90 feet west of the pile of dirt? A. Yes sir it was about 90 feet.

Q. Did you remain there until the train started forward?

A. Yes sir I stopped there.

Q. What did you do then? A. I came in then to the depot and stopped there a while.

Q. Now state to the jury whether the train started while you were still standing there? A. Yes sir.

Q. Did you stay there until the train passed you? A. Yes.

Q. You did not start until the train passed you? A. They were all gone when I left there.

Q. Was there anything unusual in the manner in which the train started forward? A. No sir not as I seen.

Q. Did you notice anybody about the front end of the smoking car? A. I did not see anybody at all.

Q. Please state to the jury how long that train staid there; how long it was after it stopped for the station before it started to leave the station? A. I think it stopped there about two minutes.

Q. Please tell the jury when it was you first found out that Hammond was hurt? A. He came in after me to the depot and I didn't pay any attention to the man and he upon the bench and sat down there.

Q. Where were you? A. I was walking on the floor when he first came in.

Q. How did he come in? A. He walked right in.

Q. What did he say? A. He did not say a word.

Q. What did he do? A. After a while I saw that he was a little bit cut and I asked him what was the matter and he said he got hurt.

Q. What else did he say? A. He said he got hurt.

Q. Tell the jury how he was hurt about the head and face? A. I don't know; there was kind of spots on him.

Q. Was his face bleeding? A. Yes sir there was some blood on the man's face.

Q. Did you call anybody's attention to him? A. No sir.

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- Q. - Did he say he was suffering? A. - Yes sir.
- Q. - Did he ask you to do anything for him? A. - No sir.
- Q. - Do you know him? A. - Yes sir, I did not know what happened him; he did not tell me.
- Q. - How long did you stay there? A. - Until they fetched up Mr. Boylan for him.
- Q. - Who went for him? A. - The agent went for Boylan.
- Q. - Did you still remain? A. - No sir.
- Q. - You were not there when the doctor arrived? A. - I was there when the doctor came in and then I went home.
- Q. - Were you there when the doctor examined him? A. - No sir.
- Q. - You remained standing on the platform until after the train started east? A. - Yes sir.
- Q. - Now you may tell the jury how long you remained standing on the platform with reference to the time the train started forward? A. - I stopped there about 8 or 5 minutes after the train being gone and every one was gone off the platform when I left.
- Q. - Where were you standing when the baggage car passed? A. - Right in the same place.
- Q. - Where were you when the rear of the train passed you? A. - Still standing in the same place.
- Q. - After the train had entirely passed you what did you do? A. - Then I walked down to the depot.
- Q. - Did you walk past the pile of dirt? A. - Yes sir.
- Q. - Tell the jury how close to the pile of dirt you passed? A. - It must be 11 or 12 feet from the pile of dirt; it may be more than that.
- Q. - Did you see any man there? A. - No sir.
- Q. - You may state whether you ever had any occasion to examine that pile of dirt? A. - No sir.
- Q. - Did you see it the next day? A. - Yes sir.
- Q. - State whether you saw any marks about it? A. - There were no marks there.
- Q. - Tell the jury what kind of dirt it was? A. - It was a kind of black dirt.
- Q. - Was there any gravel or sand? A. - There may be a little sand or gravel in it.
- Q. - Was it fresh dirt? A. - Yes sir.
- Q. - State whether you saw any marks on that pile of dirt. A. - No sir there were no marks on it.

On cross Examination said witness testified as follows:  
Examined by Mr. Robinson.

- Q. - You are a boss of section hands of this company? A. - I was at that time.
- Q. - You are not now? A. - No sir.
- Q. - What is your place now? A. - I am at the crossing, flagging.
- Q. - Still in the employ of the company? A. - Yes sir.

Q. - Now that night you were up opposite the baggage car about fifty feet. - A. - I said from the coach.

Q. - Where were you with reference to the baggage car? A. - I was standing where the engineer stopped.

Q. - Didn't the engine stop right by the tower? A. - No sir he stopped a little west of the tower.

Q. - How many feet do you say the engine was west of the tower? A. - It must be fifty feet.

Q. - The engineer stood fifty feet west of the tower and you stood by the engine all the time? A. - Yes sir.

Q. - You did not see the conductor? A. - No sir.

Q. - You did not see the brakeman? A. - No sir.

Q. - You did not see anybody get on or off? A. - I see people going up there but I did not see anybody get on.

Q. - Did you see Mr. Bennett? A. - Yes sir.

Q. - Was he one of the persons you thought was going to get on the train? A. - I did not see any one particularly that I thought was going to get on.

Q. - You did not have your attention drawn to that at all?

A. - No sir I did not see anyone get on or off.

Q. - Did you talk with the engineer? A. - No sir.

Q. - You simply staid there by the engine? A. - Yes sir.

Q. - Then next after the engine would be the tender; how long is that? A. - I guess about 15 feet.

Q. - Then the baggage car? A. - Yes sir.

Q. - How long is that? A. - About 60 feet I think.

Q. - Then the next is the smoking car; how long is that?

A. - About sixty feet I think.

Q. - Then that would be 135 feet up to where the people would be getting on or off? A. - No sir.

Q. - How far? A. - About fifty feet from the engine to the front end of the smoking car.

Q. - If they got off at the rear it would be fifty or sixty feet more? A. - Yes sir.

Q. - You say you were 40 or 50 feet west of the tower; how long was the engine? A. - I don't know about that; it must be 30 feet long.

Q. - Add thirty feet to forty feet; that would be 70 feet and then add 15 feet for the tender that would make it 85 feet would it not? Can you figure? A. - No sir.

Q. - You staid there all the time until the train went clear past? A. - Yes, I saw the train pass.

Q. - What were you there for? A. - I was always there when the train came in at night because I did not know but there would be something wrong; that was my duty.

Q. - Is it the duty of the boss of a section to look after trains?

A. - Supposing anything would happen, I would be there.

Q. - As boss of the section had you anything to do with trains?

A. - No, except they would get off the track.

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Q. - What business took you there? A. - I always was there since I have been on the road; I never missed a train yet since I have been on the road; sometimes I would have to go off from there to a wreck; then I was ready if they wanted me and they would not have to send to the house.

Q. - What were you there for? A. - I had to make a living.

Q. - What was your job to do? A. - I had nothing to do only to stop there and if anything was wrong I could go and attend to it.

Q. - Your residence was down on the Mechanicsburg road?

A. - Yes sir 600 rods may be.

Q. - You did not see Mr. Hammond get off at all? A. - No sir.

Q. - You did not see him fall on the platform? A. - No sir.

Q. - You say it was pretty dark? A. - It was not very dark; I guess it was dark; I don't know about that at all.

Q. - What makes you think it was not dark? A. - I guess it was getting very dark that night.

Q. - Was the moon and stars shining? A. - No sir.

Q. - Was it raining? A. - No sir.

On Re Examination said witness testified as follows:  
Examined by Mr. Cameron.

Q. - It was not raining when that train came in? A. - No sir.

Q. - Do you mean to be understood that you go there all through the night to the trains or just the evening train?

A. - Just that one train; I always was up there when that train came in; I never missed that train.

Q. - You were there at the depot when Mr. Hammond came in?

A. - Yes sir.

Q. - That is the first you knew he was hurt? A. - I never knew he was hurt until he sat down on the bench.

Q. - You stood west of the target until after the train moved out? A. - Yes sir.

Q. - The smoking car passed you before you left? A. - Yes sir.

Q. - The dirt pile was between you and the depot? A. - Yes.

Q. - You saw no person thrown from the car and saw nothing of him as you passed down? A. - No sir.

On Re Cross Examination said witness testified as follows:  
Examined by Mr. Robinson.

Q. - You did not mean to say that you were there to meet every train did you? A. - No sir; I say for that train I was always there.

Q. - What was the reason you had to go and see that train always? A. - I always had it in my mind and I always went up there; it was my notion.

Q. - You don't mean to be understood that it was your business to be there? A. - No sir, I went there every night to see that train come in.

And said witness gave no other and further testimony.

And thereupon the defendant called as a witness  
A. D. Buck, who being first duly sworn testified as follows:  
Examined by Mr. DeLoach.

Q. - Where do you live? A. - At Richmond, Indiana.

Q. - What is your business? A. - Foreman of the carpenter  
gang on the Pan Handle railroad.

Q. - How long have you been so engaged? A. - I have been fore-  
man a little over two years.

Q. - Were you in the employ of the defendant a year ago last  
January? A. - Yes sir.

Q. - Where were you working at that time? A. - At Milford Centre.

Q. - Were you at Milford Centre on the evening of January 14<sup>th</sup>, 1890  
when train so comes in from the west? A. - Yes sir.

Q. - Where were you when the train came in? A. - I was  
opposite the baggage car when the train stopped.

Q. - What car was next to the engine? A. - A mail car.

Q. - Which car was next to that? A. - The baggage car was next  
to the mail.

Q. - Where were you did you say? A. - About the center of the  
baggage car.

Q. - On the platform on the north side of the track? A. - Yes.

Q. - What was the car next to the baggage car on the west?

A. - It was a smoking car west of the baggage.

Q. - Do you know where there was a pile of dirt near where  
they were building the tower; tell the jury where it was.

A. - That pile of dirt was about 50 feet or 60 feet from the Bee  
Line crossing about opposite the tender of the engine when it stopped.

Q. - Explain to the jury how long these cars are; how long was  
the baggage car? A. - In the neighborhood of 40 or 50 feet.

Q. - The ordinary day coaches about how long are they?

A. - About the same length.

Q. - About how long is a mail car? A. - About 65 or 70 feet.

Q. - How long are the Pullman sleepers? A. - They are about  
somewhere in the neighborhood of 80 feet.

Q. - Who did you see on the platform that evening? A. - I went  
down with the agent, Michael Shea.

Q. - Did either of you have a lantern? A. - I did not have any; I  
don't remember of any.

Q. - Did you see any passengers there? A. - There was a couple  
of traveling men got on.

Q. - Did you see anybody get off the train? A. - No sir not  
that I remember of.

Q. - Did you see anybody get off the forward end of the smoker?  
A. - No sir.

Q. - Did you see this old gentleman here, Mr. Hammond?  
A. - No sir.

Q. - From the point where you stood could Mr. Hammond have been  
thrown or fallen down anywhere near that pile of dirt without  
your seeing him, supposing that he had got off at the forward

end of it

Objection

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Counsel for plaintiff objected to the foregoing question which objection the Court sustained.

Q. - You may state if you please to the jury about how far west of the pile of dirt you were when the train stopped? A. - In the neighborhood of 100 feet west of the pile of dirt.

Q. - How long did you remain there or thereabouts? A. - Until after the train left.

Q. - How long was that? A. - About two or three minutes.

Q. - Where did you go when the train left? A. - Right back to the depot.

Q. - Did you go by this pile of dirt? A. - Yes sir.

Q. - How close to it? A. - About the center of the platform.

Q. - How near would that have brought you to the pile of dirt? A. - About 5 feet.

Q. - Did you see any man lying in that vicinity? A. - No sir.

Q. - Did you hear any person groaning or complaining or making a noise? A. - No sir.

Q. - What cars passed you when the train started to go forward? A. - The smoker and the ladies car, I don't know how many, and the Pullmans; they had three or four.

Q. - These all passed you by? A. - Yes sir, they did.

Q. - As the smoker passed by you did you see anybody on the forward end of the smoker? A. - No sir.

Q. - Did you hear any sound indicating that anybody had fallen or any unusual noise? A. - No sir.

Q. - When did you first ascertain that Hammond had been hurt? A. - I did not hear the man's name until the next morning, although I heard that there was a man hurt <sup>morning</sup>.

Q. - Did you see the man? A. - No sir.

Q. - Did you ever have any talk with him about the matter? A. - I never saw the man until this morning.

Q. - What were you doing there at Milford Centre? A. - We came there to fill in the interlocking switch and to build the <sup>tower</sup>.

Q. - You were to do the carpenter work on the tower? A. - Yes sir.

Q. - You had occasion to notice this dirt; what kind of dirt was it? A. - Blue clay, very wet.

Q. - Did you notice the pile of dirt next day? A. - No sir.

Q. - Was there any gravel in that clay? A. - No sir.

Q. - How deep down was the foundation of that tower? A. - Six feet; it was not finished at that time.

Q. - Was there any sand about that dirt that was thrown up into that pile? A. - No sir.

Q. - What was the condition of the right of way along the north side of the platform extending back, say from the <sup>pile</sup> the length of the platform? A. - There was some stone piled up right west of the dirt; they were about six feet from the dirt.

Q. - Explain what the condition of the right of way was from that point down? A. - It is in grass.

Q. - How far do you have to go down towards the west end of the platform before you come to where there is or was gravel?

A. - There was not any until you got beyond the platform.

Q. - What was the condition of the right of way on the south side of the track? A. - There were cinders there and there was a pile of sand lying over on the south of the side track at the stock sheds.

Q. - How far west of the "Bee Line" road was that? A. - That was about 60 feet.

Q. - How large a pile of sand was that? A. - About one half a car load.

Q. - What was the character of this pile of stone you speak of?

A. - For the foundation to the tower; they were flat building stone.

Q. - Was there any gravel in that stone or any sand? A. - No sir.

Q. - Where had the building stone been brought from? A. - I think from Covington, Ohio.

On cross examination said witness testified as follows:

Examination by Mr. Robinson

Q. - What is the length of that engine? A. - That is pretty hard for me to tell; I will have to guess at it.

Q. - As long as an ordinary car, about 60 feet? A. - Yes sir.

Q. - There was a mail car in there? A. - Yes sir.

Q. - Was that in front of the baggage car? A. - Yes sir.

Q. - The mail car, then the baggage car and then the smoker and then the ladies car? A. - Yes sir.

Q. - Then came the coaches, and then the Pullman; if I understood you, you stood opposite the tender? A. - No sir opposite the baggage car.

Q. - How far were you west of the tower? A. - There was no tower there at that time; about 120 feet west of where it is now or may be more.

Q. - Did you come back with Mr. Lea? A. - Yes sir.

Q. - Did you remain until the train had gone through? A. - Yes.

Q. - How do you know that two men got on? A. - I saw them.

Q. - Did you see anybody get off? A. - I did not.

Q. - Did you see the conductor meet the operator? A. - I would not be positive.

Q. - You don't remember that? A. - No sir.

Q. - This hole was about six feet deep and the dirt was thrown west of the tower? A. - Yes sir.

Q. - That dirt that came out of there was simply mud and there was not any gravel in it? A. - There was no gravel in it.

Q. - (By Mr. Chance). The excavation was not completed at that time? A. - No sir it was not quite six feet deep.

Q. - You say you saw two men get on? A. - Yes sir they got on the east end of the smoking car.

Q. - The forward end of the smoking car? A. - Yes sir.

By Mr. Robinson.

Q. - You say there were two men got on at the east end of the smoking car.

A. - Yes sir.

Q. - Who were they? A. - I did not know them.

Q. - Did you see anybody get on the other car? A. - No sir.

Q. - How near were you to those two men that got on the front end of the smoking car? A. - About 35 feet.

Q. - You don't know who they were; what did they look like?

A. - They were traveling men.

Q. - What do you mean by traveling men; do you mean runners for the different houses? A. - Yes, runners.

Q. - Where they with respect to the conductor; did the conductor get on at the same place? A. - Yes sir.

And said witness gave no other or further testimony.

And thereupon the defendant called as a witness W. B. Hershey who being first duly sworn, testified as follows: Examined by Mr. Cameron.

Q. - Where do you live? A. - Marysville.

Q. - State where you were on the 14<sup>th</sup> of January 1898? A. - I was in Columbus in the fore part of the day and afternoon and in the evening I went to Urbana and I came from Urbana to Milford Centre, about 8 o'clock in the evening. I think, as near as I can recollect.

Q. - How did you come to be at Urbana? A. - I went there on a little business.

Q. - You may tell the jury what train you came home on from Urbana? A. - There was a train arrived at Marysville about 8 o'clock, or rather at Milford, in the evening from Urbana local time, as near as I can recollect.

Q. - Do you recollect at what time of day you got to Milford that evening? A. - At eight o'clock as near as I can remember; it might have been a little later or a little sooner.

Q. - Where did you get off the train? A. - On the west side of the Bee Line track.

Q. - Which car were you in? A. - In the ladies coach, the car next to the smoking car.

Q. - Which end of the car did you get off on? A. - On the car next to the smoking car.

Q. - When you got off of the train where did you go?

A. - I came right straight home.

Q. - Did you see anybody there on the platform? A. - I saw several gentleman there on the platform; the only one I remember now is the liveryman; I did not pay much attention to them; one of them might have been the conductor, I don't know.

Q. - Do you recollect of seeing the conductor and brakeman? A. - I would not say who they were as I was not paying much

attention to them.

Q.- How far back was the car from the crossing when you got out? A.- That I can not exactly tell you; just as soon as I got off the train I spoke to the livery man and asked whether he had a rig down at the depot and he said not, and I told him I was in a hurry to get home, and we went up and turned the corner at the Bee Line crossing.

Q.- Do you know how many cars were in front of the car in which you were riding? A.- There was probably three or two. There may have been an express and a mail car.

Q.- Do you know who the livery man was that walked down with you? A.- Docke, I believe is his name.

Q.- You walked down from the ladies coach to the Bee Line and then turned towards Milford? A.- Yes sir.

Q.- Did you walk past the train in coming down there? A.- Yes sir.

Q.- Did you pay any attention to it after you turned the corner? A.- No sir I did not pay any attention to it after I turned the corner; after I turned the corner that was the last I heard of it; I did not notice the train pull out at all.

Q.- Do you recollect of any one else getting off? A.- I did not see anybody else get off.

Q.- Did you see any one else get on? A.- No sir.

Q.- You came with Docke, right down past the train and turned up the "Bee Line"? A.- Yes sir.

On cross-examination said witness testified as follows:  
Examined by Mr. Robinson.

Q.- Now as a matter of fact had you not come out on the platform before the train stopped ready to get off? A.- I may have been at the end of the car but I don't think I was on the platform until the train stopped; I think I was ready to get off as soon as the train did stop.

Q.- You got off quick? A.- Yes, I was in a hurry.

Q.- In the manner you have stated? A.- Yes sir.

Q.- You are a man that steps pretty quick? A.- Sometimes when I am in a hurry.

Q.- You did not even notice whether anybody got on or off? A.- No sir.

Q.- You did not go across the railroad crossing? A.- No sir I went down to the "Bee Line" and then turned to the left and then went north up to Docke's stable.

Q. (By Mr. Chance) How were you dressed? A.- I had a military uniform on.

And said witness gave no other or further testimony.

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And thereupon the defendant called as a witness Thomas Dorsey, Jr. who being first duly sworn testified as follows Examined by Mr. Cameron.

Q.-- What is your business? A.-- Foreman of a section on the Can. Handle.

Q.-- Were you about Milford in January 1890? A.-- Yes sir.

Q.-- Did you ever see a pile of dirt there near where they were building a tower? A.-- Yes sir.

Q.-- You helped to build it? A.-- Yes sir.

Q.-- Did you help to dig out the foundation? A.-- Yes sir.

Q.-- What kind of dirt was there in that pile? A.-- The top was dirt and when we went down a little it was a kind of yellow clay.

Q.-- State whether there was any sand or gravel in it? A.-- No sir no sand or gravel in it.

Q.-- State whether there was any sand around there? A.-- There was none come out of that hole; there was sand at the other side of the side track, but the main track and the side track were between the platform and the sand.

Q.-- On which side of the main track is the side track?

A.-- South of the main track.

Q.-- Where was the sand pile? A.-- South of the side track.

Q.-- How near to that cattle chute? A.-- It was west of that.

Q.-- Were you there on the night of the 17<sup>th</sup> when train 20 came in? A.-- No sir.

Q.-- Did you see Mr. Hammond that night or the next day?

A.-- No sir.

Q.-- What was the condition of the track west from where you were building the tower house; north of the track and down toward the west end of the platform? A.-- The platform extended all the way down.

Q.-- What was the condition of the right of way, was it gravel soil or grass? A.-- It was grass.

Q.-- Was there any gravel along side of the platform on the north side? A.-- No sir that I know of; there was no gravel.

No Cross Examination.

And said witness gave no other or further testimony.

And thereupon the defendant called as a witness Dr. A. Boylan who being first duly sworn testified as follows: Examined by Mr. Chance.

Q.-- You live at Milford Centre? A.-- I do.

Q.-- How long have you lived there? A.-- About 27 years.

Q.-- What is your profession? A.-- Practicing medicine & surgery.

Q.-- How long have you been engaged in the practice? A.-- Since 62.

Q.-- At what school did you graduate? A.-- Michigan University.

Q. Have you practiced in Union County since '62? A. Since '63.

Q. Do you know Mr. Hammond the plaintiff in this case?

A. Yes sir.

Q. State if you called to see him on the night or evening of January 11, '90, and if so where you found him? A. I was called to see him, he was at the waiting room at Milford Centre, at the Car Handle depot.

Q. Describe to the jury the condition in which you found him? A. I found him in a sitting position in the waiting room.

Q. Before passing to his physical condition, - state what condition you found his clothing in, as to how he was dressed, and what kind of clothing he had on? A. He was dressed I would say much as he is now.

Q. Now you may state to the jury what his condition was?

A. I made a physical examination of the case and I found the circulation a little accelerated, his pulse were about natural, and his mind a little bit, as I thought, confused and he complained of pains in his chest. I opened his vest to make a more careful examination of his condition and I found nothing, - that is nothing very special about the condition except what I have referred to.

Q. What if anything did he say as to pains about his shoulder and about his loins? A. I don't remember of his complaining of any trouble about the loins at the time; he complained of a pain in his chest and of difficulty in breathing.

Q. Did you open his shirt? A. Yes sir.

Q. Did you unfasten his collar? A. I do not remember of unfastening his collar; I opened his vest and I may have unfastened his collar but I don't remember about that.

Q. Did you take off his coat? A. Yes sir his coat and vest; I assisted him to a room and bed and examined him after I got him in bed.

Q. What condition did you find him in there? A. Well in about the condition I have spoken of.

Q. Did you discover any cuts or bruises? A. His face was cut some or marked.

Q. Tell the jury the extent of these marks on the face?

A. They were simply abrasions of the skin; they were not deep wounds; they were simply scratches as one would be from gravel; I believe he had fallen on his face in the gravel.

Q. Were these wounds bleeding profusely? A. No sir they were exuding a little bloody serum, no more than is common in abrasions of the skin.

Q. Were they so serious as to require attention? A. No sir I did not apply any process of treatment to them; they were on the cheek and forehead.

Q. Do you remember any abrasions on his nose? A. I don't any on the nose but they were up well on the forehead here

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(indicating) I remember the cheek and forehead and there may have been some on the nose.

Q. - What bruises or wounds did you find on the other parts of his body? A. - At the time I did not discover any bruises on his body.

Q. - What condition was his clothing in as to being bloody or dirty?

A. - There was no blood that I remember on his clothing; as I opened his vest as I was running my hand down I found sand inside his vest.

Q. - Did you find any mud about his person or clothing? A. - I don't think there was any mud on him.

Q. - Did you find any clay about his person? A. - No sir nothing but sand; it seemed to be dry like sand; it was not such as would soil the clothes.

Q. - Do you remember what the condition of the weather was that night, whether it was a wet evening or otherwise? A. - It was damp and the ground was somewhat muddy.

Q. - What if anything did you do for him that night in the way of prescribing or indicating treatment for him? A. - I used a hypodermic injection for the purpose of allaying pain and restoring circulation and got him to bed and employed a nurse and told him that I would call to see him in the morning, but he was gone in the morning when I did call.

Q. - Did you ever talk with him as to how it happened or how he got hurt? A. - I met him first between 8 and 9 o'clock in the evening and staid with him until he was rallying. About midnight I had quite a chat with him.

Q. - What did the old gentleman say as to how he got hurt?

A. - He remarked that he received the injury by getting off the train.

Q. - Did he tell you where he got off? A. - He said that he came out of the train and stepped down on the steps and stood on the last step, and he had no recollection of anything that occurred after that.

Q. - In that conversation did he claim that the train had started forward, suddenly throwing him down or make any claim of that kind? A. - No sir.

Q. - You called to see him the next morning and he had gone home? A. - Yes sir.

Q. - When did you next see him? A. - I don't remember the date; I went soon after that to his house; I went there for the purpose of seeing him and to get a statement as to his condition.

Q. - What did you find his condition to be at that time? A. - He was walking about and he complained of his right arm and his right hip and upon examination I found a bruise on his hip, over the hip and back; his right arm, my recollection is, showed no signs of injury, but he was of it and his right shoulder.

Q. - Was his condition at that time such as needed treatment?

A. - My opinion was at the time and I believe I advised him

to that effect that he would not be materially benefitted by treatment unless it was liniment that would operate as an anodyne; that it would require time.

Q. - State how you examined him on this second occasion:

A. - Well I made a careful examination: I removed the clothing when I examined the body; he complained of his hip and he stood up and loosened his pants and I believed dropped them down and lifted up his shirt and bared his back and I found the bruise I referred to, and it was on the right hip.

Q. - Just describe that bruise you found there; tell the jury how it looked? A. - It was something of a circle about one fourth of a circle extending over the spine to the right and down probably three inches from the spine to the right and out from the point of the hip and down on the thick part of the hip; it was discolored and of a blackish green common to a bruise of 3 or 4 days standing.

Q. - Did you find any swelling about his limbs or any of them?

A. - No sir.

Q. - What examination did you make of his shoulder and arm?

A. - Well I examined it by getting the motion and sensation of touch and saw he could use it some.

Q. - What condition did you find the arm to be in? A. - I discovered nothing; there was nothing visible to me wrong with the arm; what I discovered would be a history of the case as he gave it to me; I don't remember any abrasions of the skin; there was no swelling or bruise that was perceptible to the eye.

Q. - Any discoloration or broken bones? A. - No sir there were none.

Q. - Have you seen the old gentleman since that time?

A. - Yes sir.

Q. - Have you seen him and examined him since that time to find out what his condition was? A. - Yes sir he was at my office a few months ago; I think it was late in the last Fall probably.

Q. - What condition was he in then? A. - He was going about as now; I found at that time a little enlargement over one hip; I am not certain which one it was; my opinion at the time was that the enlargement was of fatty growth or what would be termed fatty tumor.

Q. - What connection did this have with this hurt?

A. - They are not regarded as a consequence of injury.

Q. - Did you find any tumor there when you first examined him? A. - I don't remember definite about that; that is not the side that is said to have been injured; the tumor is on the opposite side from the one injured; do you want my opinion as to the nature of the difficulty described; my opinion was that it was either the consequence of the injury or the consequence of rheumatic trouble; he described it as hurting him when he would turn in a certain position.

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Q.- How did that have any connection with the tumor?

A.- No sir not necessarily so.

Q.- Whereabouts is the tumor with reference to the spinal column?

A.- It is on the left, my recollection of it is and over what we may perhaps term the hip.

Q.- Did you examine the tumor at that time, in the Fall?

A.- I saw it, I did not give it a careful examination.

Q.- Did you have a conversation with him at that time touching how he got hurt? A.- This last time I talked with him, no sir.

Q.- Did you have a conversation with him at the house at the time you went down there to call? A.- Yes sir.

Q.- What did he then say as to how he got hurt? A.- He said he was getting of the train and coming down on the lower step and he had no recollection of anything that occurred after that, No, at that time he said that the handle of the

car struck his hip or that may be the step of the car struck.

Q.- At that time did he say anything about being thrown down and struck? A.- I don't remember that he did.

Q.- From the examination you have made I will ask you to state whether these injuries were of a temporary character or otherwise? A.- At the time I believed they were all temporary or of a temporary nature.

Q.- Did you discover anything in his condition at the time you went down to his house or at the time he came to your office last Fall to indicate that these injuries were of a permanent character in any way? A.- Well at the time he came to my office as I said before I could not see anything that had a direct bearing or any relation to the injury; the condition was such as it was my opinion that the trouble was of a rheumatic character.

Q.- You may state to the jury whether in your conversation he spoke of having suffered from rheumatism? A.- Yes sir he was a sufferer before that from rheumatism.

Q.- State how you know that, doctor? A.- I know it from a statement he made to me and I had prescribed for him for

Q.- When did you prescribe for him for rheumatism; how frequently? A.- It was not frequent.

Q.- About when was it? A.- As to time I would be unable to say just at what time.

Q.- Can you state how often you prescribed for him for rheumatism? A.- No sir; I would not say that I have talked to him on that subject; he described his condition to me several times, it must be a half dozen or two or three times I can't say how often he talked with me in regard to it.

Q.- Where was the rheumatic trouble located; what portion of his body seemed to be troubled most? A.- I would not be able to answer that; people so frequently complain of this that we are not likely to remember it; I don't remember in this.

Q. - Prior to this injury were you his regular physician?

A. - Yes sir.

Q. - Did you ever visit him at his house for illness? A. - Yes sir.

Q. - Do you remember what the character of the illness was?

A. - Well the most severe attack that I ever knew him to have was acute pneumonia; that was 8 or 10 years ago; 5 or 6 at any rate.

Q. - You spoke of the fact that when you opened his vest there was some sand run out and fell down; how much of that was there? A. - There was a little there; there were several particles in my hand and I noticed he had some in his vest.

Q. - Did you have occasion to examine the pile of dirt that was near the tower house? A. - I did examine it.

Q. - How soon after the 17<sup>th</sup> of January? A. - The next day.

Q. - What was its condition? A. - That was a pile of dirt thrown out from the excavation for the tower; it was a pile of clay and small stone.

Q. - Was there any sand about it? A. - No sir I think not.

Q. - Was it damp? A. - It was muddy.

Q. - It was soft? A. - Yes sir.

Q. - Did you see any marks about the pile of dirt anywhere that would indicate that an object had been thrown against it with force? A. - I think there was not; I went to work to find where Hammond fell if I could and I looked with reference to that.

Q. - Tell the jury what was the extent of your examination?

A. - I looked at this pile of dirt thrown out from this excavation and satisfied myself that he had not struck in that pile and I looked along to the west quite a distance to see if he had fallen off the platform into the ditch, and I was unable to find any mark at any point along there to show that a person had fallen there. I was well satisfied that he had not fallen on this dirt pile because it was muddy and wet as the ground is now and if he had fallen there his body and clothes would have been wet.

Q. - Between the pile of dirt and the west end of the platform on the north side of the platform what was the condition of the earth? A. - It is covered with grass most of the way.

Q. - I will ask you to give your opinion to the jury as to the cause of this tumor; state what in your opinion or judgment as a medical gentleman is the cause of that tumor you spoke of? A. - I can't tell; I don't know.

Q. - State whether in your opinion that is due to the injury which he sustained that night? A. - No sir, I never for a moment thought it was; these fatty tumors are not caused from injuries no more than a wart would be and are not considered as the result of an injury; what we sometimes term a wen will explain it to the jury.

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An cross-examination said witness testified as follows:  
Examined by Mr. Robinson.

Q - Which hip was the injury inflicted upon? A - The right hip.

Q - On the evening that you saw him at the hotel and treated him, did he say anything about his hip? A - I think not; I don't remember of it.

Q - I understand you to say that he spoke of his chest but did not speak of his hip or shoulder? A - I said he spoke of his chest; I don't remember that he spoke of his hip.

Q - How about the shoulder? A - I do not remember that.

Q - You say he did not speak anything about the shoulder or hip? A - No sir I did not say that; I say that I do not remember of it.

Q - Then you say that the first you heard of the injury to the hip or claim of injury to the hip was when you went out there to his house? A - That is the first examination I made.

Q - Had you heard it claimed that his hip was hurt before you went out to his house? A - I don't remember but I think I did; I did before I examined it one time; I examined it subsequent to a report that I heard from another party; I examined it with reference to that condition.

Q - As a matter of fact you did not look at the hip or shoulder at all until you went out to his house? A - I am satisfied that I did not look at the hip but I don't know about the shoulder.

Q - When you did examine the hip you found that there was a bruise which you have described, but you say that it was on the right hip? A - Yes sir extending from the spine out over the hip several inches.

Q - Did you examine him on both hips at that time? A - I don't know that I examined only where I discovered the discoloration or injury; I don't know that I examined the other hip critically at all; I did bare his back and I saw both hips but I don't think I gave that any special attention.

Q - You say that the discoloration was on the right hip? A - Yes sir.

Q - Then you say you examined him since and found a tumor on the other hip? A - Yes sir.

Q - Where did you examine that? A - In my office.

Mr. Robinson: - - - I want, your Honor, the doctor here to examine the plaintiff in the presence of the jury and point out where he finds that tumor.

(The plaintiff was examined by the witness in the presence of the jury.)

The witness: There is an enlargement there yet. (indicating)

Q - You say that is a tumor? A - Yes sir the term tumor is applicable to that; it is an abnormal growth.

Q - Do you say that is a tumor? A - Yes sir. I have no reason for changing from just what I said before.

Q - Did you see that at the time you examined the discoloration

on the other side? A. - I don't know that I did; I say that I have no distinct recollection of it.

Q. - Could you say to this jury as a professional man that that could have been there and you not recollect it?

A. - Yes sir, I do.

Q. - Do you think you could see it and not recollect it? A. - My examination was as to another part and I may have overlooked that; the other hip was discolored and I was examining that and for its effects, consequently that may have existed and it may not.

Q. - Why do you say that this discoloration was on the right side instead of on the left side; you are sure of that?

A. - I feel confident that is the fact.

Q. - How often did you go out there to see him at his house?

A. - No more than twice; I think but one.

Q. - What did you go out for? A. - To see him.

Q. - What did you tell him you went for? A. - I told him to see him.

Q. - You are the physician of this company? A. - Yes sir.

Q. - Didn't you tell him that you went out there for a statement about this case? A. - Well I presume I did during the conversation, for that was a part of my business there.

Q. - Didn't he tell you that he got down off the lower step of the car and that was the last that he recollected. A. - Yes sir.

Q. - Didn't you say in your examination - in chief that he said to you that he was struck by the railing of the car? A. - Yes sir that was another time.

Q. - How long were you there? A. - An hour or may be more; I am guessing at it.

Q. - When you asked him about that did not you tell him that he had better put it down in the statement that he did not know how it happened? A. - No sir.

Q. - Was his wife present? A. - Yes sir and two or three others; his daughter, Mr. Maloy's wife and I think his son-in-law Mr. Congrove was there.

Q. - You don't say that you told him that he had better let you put it down that he did not know how it happened?

A. - No sir I know positively that I did not.

Q. - You stated that you were his regular physician; tell me when before this accident you were there last at his house?

A. - Two or three years I would say.

Q. - What was the difficulty with him the last time you were there? A. - You mean how long since I was there to treat him or any member of his family; I don't think I was there to see him professionally since his attack of pneumonia which was 5 or 6 years ago.

Q. - Was it not as long ago as '77? A. - It may have been that long.

Q. - You have not been called to see him professionally since that time? A. - No sir I prescribed for him in the office.

Q. - Who of his family have you been called to visit?

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Q. - I visited his children and wife since then.

Q. - When was that? A. - I think it was a couple of years since I visited them; he complained because I did not go to see him after he was injured by the train.

Q. - Before that injury when had you been there to see any of his family? A. - I will give it as an opinion that I have visited none of the family at home in two years; I have prescribed for and examined them in the office a number of times.

Q. - Who did you go to see within two years? A. - I think his youngest boy.

Q. - You said that you had prescribed for him for rheumatism?

A. - Yes sir.

Q. - Did you make any charge? A. - I don't know that I did.

Q. - Did you make a prescription? A. - I filled the prescription at the office for him.

Q. - What did you prescribe? A. - I can't tell you.

Q. - You swear that you did prescribe for Mrs. Hammond for rheumatism? A. - Yes sir.

Q. - Now will you give the date of that? A. - I can't do it.

Q. - Will you give it within a year? A. - I would say that once or oftener than that; it was occasionally

Q. - Now give us one time? A. - 1890

Q. - What time in '90? A. - It was in the Fall at the time I referred to as seeing this enlargement on his hip; that is since the injury.

Q. - You can't give any date before? A. - I cannot definitely.

Q. - As a matter of fact you never made any charge at all in that regard? A. - I don't know until I refresh my memory from my books? I do business for several individuals and I cannot remember every charge; I can't remember these things unless it is something of marked interest; rheumatism is a thing that we don't fix in our minds; sometimes we meet a man on the street and prescribe for rheumatism and we don't attempt to charge our memories with it.

Q. - You say that you went back and examined the next day to see if you could find where he had been hurt? A. - Yes sir.

Q. - You could not find anything that would show anything about it? A. - I was unable to discover anything about it or that would give me an idea of where it was.

Q. - You spoke about there being a pile of sand on the south side? A. - I did not say that I saw anything of the kind.

Q. - You say that it had not been raining? A. - I did not say. I have not been asked the question; it was damp; my recollection is that it was much such weather as this is.

Q. - Do you say that it was not raining? A. - I say that I don't remember; I don't believe it was; that is my recollection.

Q. - You believe that it had not rained during the night? A. - I don't say; I have an opinion it was not raining; I was called from the church about 8 o'clock to go to see Mr. Hammond

and it was damp weather, but as to latter part of the night I don't know.

Q. - When you did find him you found his mind confused?

A. - Yes sir his mind did not seem to be clear; he did not answer questions promptly.

Q. - You did not see this pile of sand there? A. - No sir if I did see it I did not examine it.

Q. - How far back west of the junction is this shed where they load stock? A. - I should guess it was four rods away be.

Q. - You don't know? A. - No sir. It might be half that or double that.

And said witness gave no other or further testimony.

And thereupon the defendant called as a witness Michael Dea, who being first duly sworn testified as follows: Examined by Mr. Cleance.

Q. - You are in the employ of the Paw Haulde company at Milford? A. - Yes sir.

Q. - Were you in the defendant's employ on the 14<sup>th</sup> of January 1890? A. - Yes sir.

Q. - Do you know this plaintiff? A. - Yes sir.

Q. - What was your business there at that time? A. - I was station agent of the Paw Haulde company.

Q. - State if you were at the depot that night when train 20 came in from the west? A. - Yes sir.

Q. - Where were you when the train pulled in and stopped for the station? A. - I was at the baggage car when the train stopped for the station.

Q. - How far west was that from the railroad crossing?

A. - It was about the line fence between Green and Finley; about even with the line fence between these two properties.

Q. - How far would that be from the Big Four track? A. - I judge it would be 200 feet or may be more.

Q. - What car was next to you when the train stopped?

A. - The smoking car; I was in front of the baggage car about the time the train stopped; that is about where the door is in the center of the car.

Q. - Which way were you walking? A. - I think I was there when the train stopped or about there.

Q. - How near were you to the forward end of the smoking car when the train stopped? A. - About the half length of the baggage car, probably 20 or 25 feet.

Q. - Did you see anybody get off the forward end of the smoking car? A. - I don't remember of any body getting off.

Q. - When you stood there on which side of you was the pile of dirt near the tower? A. - It was east.

Q. - What did you do there after the train stopped? A. - I stood

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there until the train pulled out.

Q. - Did you have work to do there? A. - I don't think I had any baggage that night.

Q. - Who did you see there that night if any body? A. - Mr. Beach walked up there with me; he was the foreman of the carpenter gang.

Q. - Did you have a lantern there? A. - I don't know distinctly whether we did or not.

Q. - After the train pulled in how long did you remain there?

A. - Until about the last car came along there; the train was over the crossing before I got down to the crossing.

Q. - Did you see any of the trainmen about there? A. - I saw conductors.

Q. - Did you see the telegraph operator? A. - Yes sir.

Q. - Did you see the telegraph operator have any orders? A. - I think he had orders for them that night.

Q. - Do you remember of seeing them together? A. - Yes sir they were on the platform together.

Q. - Did you see anybody get off the train that night? A. - No sir.

Q. - Now how many acres were there in that train that night if you know? A. - I can't say positively.

Q. - When you stopped on the platform about midway of the baggage car were there any cars between you and the railroad crossing? A. - There was a mail car.

Q. - How long was the mail car? A. - I judge between 35 <sup>1</sup>/<sub>2</sub> to 40 feet.

Q. - Do you know what length a Pullman car is? A. - They are various lengths.

Q. - Do you know what the length of a baggage car is? A. - They are various lengths.

Q. - Did you ever measure a Pullman car or a mail car? A. - No but I judge a Pullman car would be from 40 to 50 feet on an average.

Q. - How long would you say one of these mail cars are with reference to this room? A. - It is pretty hard to form an idea in this room.

Q. - Is it as long as this room is wide? A. - Yes sir.

Q. - What is the length of a locomotive? A. - I don't know.

Q. - Did you see the operator and the engineer together that night? A. - No sir I did not.

Q. - Did you see any body get on the train that night? A. - I think there were some parties got on that night.

Q. - How many persons got on? A. - That would be pretty hard to say; there are so many go up there these drummers and hack men and a great many of the passengers hold mileage tickets and it is hard to tell who gets on.

Q. - Did you see Mr. Locke there that evening? A. - I think Frank Locke was there that evening.

Q. - Did you see John Maloy there that evening? A. - I can't say he was there for so; I don't know whether he was there while so stood there or not.

Q. - How long did that train stay there that night as near as you can tell? A. - I judge about two minutes or maybe more.

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A. - I stood

- Q. What work had the trainmen to do there? A. - There was very little work to do that night if I remember right; there was some mail to unload.
- Q. Did the engineer have to receive orders? A. - As a general thing when the conductor has orders the engineer has them.
- Q. They both get them? A. - Yes sir.
- Q. Were there any persons there on the platform that had lanterns? A. - I can't say.
- Q. Did you see the conductor with a lantern? A. - Yes sir the conductor had a lantern.
- Q. Did you see the brakeman with a lantern? A. - I can't say whether the brakeman had a lantern or not; the conductor generally comes down when they have a red block to get orders.
- Q. State to the jury when with reference to the forward movement of the train you started to return back to the depot?
- A. - When the train started.
- Q. How much of the train passed you before you started to return to the depot? A. - Probably more than half of it; pretty near the rear end.
- Q. Who went back with you? A. - No one went back with me.
- Q. Did Buck? A. - I don't remember whether he did or not.
- Q. As you returned back to the depot how near did you go to this pile of dirt? A. - The dirt was up against the edge of the platform.
- Q. How close did you go? A. - I can't say.
- Q. How wide is the platform? A. - I think about 12 feet there.
- Q. Did you see anybody about the pile of dirt? A. - No sir.
- Q. Did you see anybody or hear anybody there making a noise? A. - No sir.
- Q. State whether the smoking car passed you while you were standing there on the platform? A. - I can't say how many cars passed me; there were two or three.
- Q. All the train had got by you before you got down there?
- A. - I was about 100 feet west of the crossing when the last car passed me.
- Q. How near were you standing to the smoking car when it passed you? A. - The platform up there is 8 feet wide; I was about 4 feet from it.
- Q. Did you see any man there on the smoking car trying to get off? A. - No sir.
- Q. Do you know Mr. Hammond? A. - Yes sir.
- Q. Did you see him there that evening? A. - No sir.
- Q. When did you first see Hammond that night after the train pulled out? A. - I saw him in the depot.
- Q. I want to ask you about the lights there was around the depot; what there was in the way of light when the train came in? A. - We have no station lights there; I don't know as there are any on the road at local stations.
- Q. Was the depot lighted up? A. - Yes sir.
- Q. Was there any reflection from the lights within that build-

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ing out on the platform or not; first state to the jury what lights there are there in the depot and all around the depot? A. There was a reflection of the lights from the coaches out on the platform; the depot was lighted up but the train stops west of the crossing.

Q. - From where you stood on the platform opposite the baggage car could you see down the platform to the station proper by the aid of the lights from the depot? A. - The reflection of the lights is along there from the train.

Q. - You were there when the train started forward? A. - Yes.

Q. - How did it stop up? A. - Train the size of number 20 cannot start fast; it started up as it generally does; I can't state how it started up that night.

Q. - Are you sure that it started? A. - Yes sir.

Q. - Was there anything unusual in the way it started? A. - No.

Q. - If there was anything unusual in the way the train started state in what respect? A. - No sir there was not; 20 is a very heavy train and it starts slow as a general thing.

Q. - Where did you first see Mr. Hammond after the train pulled out? A. - In the depot.

Q. - About how long after the train had left the station was it you saw him? A. - I judge 30 minutes or so.

Q. - What called your attention to him? A. - There was blood on his face and forehead.

Q. - Did you go up close to him? A. - Yes sir.

Q. - Did you examine him? A. - I went up close to him and examined him. I asked him how he got hurt and he said that he did not know. I tried to smell his breath to see whether he was under the influence of liquor and I could not detect any, and I asked the operator to go out and see if he could smell anything; then I went up for the doctor <sup>Dr. Hall</sup>.

Q. - Were you there when the doctor arrived? A. - Yes sir I came up from town with the doctor.

Q. - What was done when the doctor arrived? A. - The doctor examined him and took him up stairs and put him to bed.

Q. - Did you examine his clothing? A. - Yes sir.

Q. - Were you present when his vest was unbuttoned? A. - Yes sir.

Q. - Was his collar unbuttoned? A. - I don't recollect.

Q. - Did you see any sand? A. - Yes sir there was some around under his arm.

Q. - When did you first detect the sand about him? A. - Before I went for the doctor.

Q. - Did you see anything on his clothing in the way of sand or anything of that sort? A. - I don't think there was any.

Q. - Do you know where that pile of dirt was that came out of the excavation for the tower? A. - Yes sir.

Q. - Did you examine that pile of dirt the next morning? A. - I examined it that night.

Q. - What did you find if anything about that pile of dirt?

A. - I did not find out anything definite; there were too many

tracks about it.

Q.- Did you discover any marks on the pile of dirt?

A.- There were tracks on it and around it; it was thrown back a little from the basement they had dug there.

Q.- Did you discover any indentation as though some large body had fallen there? A.- No sir; I examined that and then we went east on the platform or west rather.

Q.- How far west? A.- I don't know probably 1500 feet from the crossing west.

Q.- What was the condition of the right of way just north of the platform and west of this pile of dirt all along west as far as the platform extended; what was the character of the ground?

A.- It was all grass except this dirt thrown out of the pit as far as the platform extended except a few little spots where it was dug out to set out some trees and such stuff as that.

Q.- Who went with you to make this inspection? A.- John Maloy.

Q.- What if anything did you discover with reference to where this man might have fallen? A.- We did not discover anything. After we got to the depot we thought probably we got off on the other side where there is a sand pile but there were no marks in the sand pile.

Q.- How far west did you go before you came to the gravel at the west end of the platform? A.- The gravel comes up to the west end of the platform on the right of way.

Q.- What did you discover back at the west end of the platform?

A.- The ground was tramped there more or less on account of the employes working there.

Q.- State whether the ground had been recently disturbed?

A.- Yes sir there were marks of gravel worked down from the road bed where they had been walking along there.

Q.- Did you go back the next day and look at this pile of dirt?

A.- No sir I don't think I did.

Q.- Did you see this pile of dirt soon after this night? A.- Yes sir.

Q.- When did you next look at it? A.- We looked the next day but we could not tell anything about it so many walked over it; there were several tracks there of the men working around there; it was more or less disturbed by them.

Q.- What kind of dirt was it that was thrown out of there?

A.- It was yellow clay and blue mud.

Q.- Was it dry or wet? A.- If I remember right it was wet; that is the bottom of it was that way and it was thrown up on the top.

Q.- The dirt that was up on the top was wet? A.- Yes sir it was a little damp; I believe there were foot marks on it.

Q.- What kind of clay was it? A.- Yellow clay and blue clay; I think it was a kind of a mixture.

Q.- Any sand or gravel in it? A.- I do not think there was.

Q.- Did you see any yellow clay and blue clay on him that night?

A.- No sir.

Q.- Did you see any mud on his shoulder or blue and yellow clay?

A.- No

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A.- No sir. There was dust on his shoulder; it appeared like dust or dirt, I am not positive about it: it was after night.

Q.- How long have you lived at Milford Centre? A.- About 20 years.

Q.- You are well acquainted with the railroad crossing there and the depot and side tracks? A.- Yes sir.

Q.- I will ask you whether you assisted in making a survey and measurements of the distances there? A.- I assisted a young man there one day but he did not state what he was taking it for.

Q.- State whether you assisted in measuring the distance to the west end of this platform? A.- Yes sir; but I don't remember the distances now.

Q.- Do you remember the length of the platform from the railroad crossing west? A.- We consider it 500 feet but I see this is 447 feet.

Q.- What is the width of the platform at the west end and east end? A.- It is either 10 or 12 feet and in front of Green's it is 8 feet.

Thereupon the defendant offered in evidence a plat or diagram which shows an accurate measurement of the distances about Milford Centre station, which is hereto attached marked "Exhibit A." and made a part of this bill of exceptions.

Q.- State whether this map shows correctly the location of the tracks? A.- Yes sir.

Q.- And the location of the depot and tower and Mr. Green's house? A.- Yes sir it does to the best of my knowledge.

Q.- Did you have a conversation with Hammond that night about how he got hurt? A.- He said he did not know how he got hurt.

Q.- Did you have any conversation with him the next day?

A.- I had a little conversation with him with regard to how he felt and he said he felt bad.

Q.- What if anything did he say as to how he got hurt?

A.- He did not say.

Q.- When was it you had a talk with him about that? A.- The first conversation I had with him there when he first came in.

Q.- Was that the only conversation you had with him? A.- I spoke to him about it in the hotel in the bed-room.

Q.- What did he say up there as to how he got hurt? A.- He did not say: I believe he said that the last he remembered was he was on the steps: I believe he said the last he remembered was when he was on the steps.

Q.- How is the road ballasted west of the platform? A.- It is gravel.

Q.- How far does the gravel extend from the ties? A.- I judge three feet: it is a kind of a slope: there is a kind of a raise there.

Q.- Then what is along beyond the gravel north? A.- There is sod there: some of it is dug away to bank this up with.

Q.- Was it so along there that you could tell if a person had fallen there? A.- Yes sir.

An Cross Examination said witness testified as follows.

Examined by Mr. Robinson.

Q. - Do you know John B. Snavely? A. - Yes sir.

Q. - Were you there with him listening when he was listening at the door since we commenced this trial? A. - I was in this room over there.

Q. - Were you with him at the door? A. - I think not. I was out in the rotunda; he said that he was in the office and they raised a racket about it.

Q. - Then I exonerate you: - You went out when that train came in for the purpose of seeing whether there was any baggage? A. - Yes sir any station work.

Q. - Who was the operator? A. - Mr. Weizer.

Q. - Is he here? A. - No sir.

Q. - You saw him with the conductor? A. - He was on the platform with the conductor.

Q. - At what point were they together? A. - Not far from the baggage car.

Q. - How far were they from you? A. - You may say 20 feet or may be more.

Q. - Did they have a light? A. - The conductor had a light.

Q. - You did not have a light? A. - I don't remember whether I did or not.

Q. - You were about the middle of the baggage car? A. - At the door of the baggage car.

Q. - Do you know where you did see them: was it by the baggage or smoking car? A. - Just ahead of me a little about the end of the baggage car.

Q. - About the front end of the baggage car; then they would be 5 or 6 feet from you? A. - A little more than that probably.

Q. - How much more were they from you? A. - As near as I can remember they were about the end of the car probably 15 or 20 feet.

Q. - What did the conductor do then: did they separate there?

A. - If I remember right they went down the platform together east.

Q. - Who went east? A. - The conductor and operator?

Q. - Did they go east of you? A. - They were east of me at the time I have reference to.

Q. - What were they doing when they were east of you?

A. - Getting his orders.

Q. - You were west of him when he signed his orders? A. - Yes sir.

Q. - You were at the baggage car? A. - Yes sir.

Q. - Then they were at the front end of the baggage car?

A. - About the front end of the baggage car.

Q. - You are just as positive of that as anything else you have sworn to? A. - To the best of my knowledge they were there.

Q. - Did the operator leave him there or did they go together further west? A. - I answered that question.

Q. - Did the operator and conductor go west together? A. - They went down toward the engine.

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Q-- Did they go west together? A-- I don't remember of them going west

Q-- How far east did they go together? A-- Down towards the engine <sup>together</sup>

Q-- How far down towards the engine did they go together? A-- I  
can't say: they went down and that is the last I saw of them.

Q-- Still further than the baggage car? A-- Yes sir.

Q-- Did they go further than the mail car? A-- I expect they did

Q-- Do you know what they went down there for? A-- No sir.  
I suppose to have the orders signed.

Q-- Why would it be necessary to go there to have the orders signed  
if the operator took them to him? A-- They continued walking  
down the platform toward the engine.

Q-- Did they that night? A-- Yes sir I told you that two  
times.

Q-- You don't know whether they went clear down to the engine  
or not? A-- No sir.

Q-- You stood there until the train moved past you? A-- Until  
the biggest part of the train moved past me.

Q-- Could you tell how many cars passed you? A-- I judge 2 or 3  
or probably more.

Q-- Can't you tell any more certain than that? A-- No sir it  
would be hard to come right down to the car or part of a car.

Q-- Can you tell why you remained there after you discovered  
that there was no baggage? A-- We generally stand there until  
the train pulled up unless I had baggage to look after.

Q-- Was there anything that caused you to stay there that  
night? A-- No sir.

Q-- You did not see anybody get on or off? A-- No sir.

Q-- You did not see Mr. Hammond until you saw him in the  
depot? A-- No sir.

Q-- There you asked him what caused him to get hurt and he  
said that he did not know? A-- Yes sir.

Q-- That was before the doctor came? A-- Yes sir.

Q-- Did he seem to be dazed; you said that you smelled whiskey  
on his breath? A-- No sir I did not.

Q-- You went up close to him to see if he had whiskey and you  
did not find it? A-- I did not find it.

Q-- Do you know that it is a fact that he don't drink at all.  
You never saw him drink? A-- No sir not as I know of.

Q-- You never saw him when he had the smell of whiskey on  
his breath? A-- No sir.

Q-- What is the whole length of the platform? A-- I see on  
the map there it is 447 feet.

Q-- Don't the train pull up before the stop for the station?

A-- They do as a general thing.

Q-- Don't they always stop? A-- Yes.

Q-- Where do they check up? A-- They commence slowing up  
at the whistling post.

Q-- How far is that from the depot; is it clear west of the  
platform? A-- Yes sir.

Q. - Don't they as a rule come to a dead stop always and then pull into the station? A. - That is a question I can not answer; as a general thing they do.

Q. - Did you ever see them when they did not come to a complete stop and then pull into the station? A. - I have seen them go over the crossing there two or three times when they could not hold the train.

Q. - Otherwise you saw it? A. - I don't know as I could answer that question; I did not watch every train that came in there.

Q. - Now as a matter of fact did they come to a dead halt before they pulled up to the station? A. - That would be pretty hard to tell with the train coming towards you with a head-light when they were not using any steam.

Q. - You don't know whether they stopped that night or not? A. - No sir.

Q. - When they did stop under the law for that purpose would the engine be west of the platform? A. - As a general thing it would be; they stopped 200 feet west of the crossing.

Q. - You spoke of the sand and gravel; you mean simply the ordinary balast of the road? A. - It was fine gravel I said.

Q. - It was the common balast of the road? A. - It might not be; it might be something else.

Q. - How is the road balasted? A. - With gravel of course sand.

Q. - Was it the ordinary mode of balasting west of the platform?

A. - Yes sir unless there were someinders there.

Q. - You say there were no stationary lights along there at all?

A. - There was the reflection of the lights out of the cars of depot.

Q. - Can't you understand my question; do you or not say there were stationary lights? A. - There were no stationary lamps at the station.

Q. - The light would be what came from the cars? A. - There might be other lights there but I don't remember it.

On Re-Examination said witness testified as follows:  
Examined by Mr. Chance.

Q. - Did not the conductor have a light? A. - Yes sir but he meant stationary lamps.

Q. - How large a place is Milford? A. - Between seven and eight hundred.

Q. - You never had any stationary lights there? A. - No sir.

Q. - The lights that were there came through the cars; in the depot building and the lanterns that were there? A. - Yes sir.

Q. - Where is Mr. Weizer now? A. - At Scioto.

Q. - He is not at Milford Centre any longer? A. - No sir.

And said witness gave no other or further testimony.

And thereupon the defendant called as a witness  
J. D. Snively who being first duly sworn testified as follows:  
Examined by Mr. Chance.

Q. - Where do you live? A. - At Indianapolis.

Q. - State whether you were in the employ of the defendant 1890?

A. - Yes sir.

Q. - State if you know Jonathan Hammond the plaintiff in this case? A. - Yes sir I do.

Q. - I will ask you if you were on train 28 on January 14<sup>th</sup>, 1890?

A. - Yes sir.

Q. - Which way were you going? A. - I was going to Columbus.

Q. - Where did you get on the train? A. - At Richmond, Indiana.

Q. - State whether you remember the stop at Milford station? A. - I do.

Q. - State whether you got out on the platform at that station?

A. - I did not.

Q. - State whether you saw the plaintiff Jonathan Hammond in the car that evening? A. - I do not.

Q. - State whether you saw any passengers alight there?

A. - Yes sir.

Q. - How many? A. - Two.

Q. - From what car? A. - The ladies car.

Q. - Who was the conductor on that train? A. - Harry King.

Q. - When did you first learn that Jonathan Hammond claimed to have been injured? A. - I think I got a letter from the Superintendent of the road to investigate the case.

Q. - How soon after the accident was it you received that letter?

A. - Two or three or four days; I am not certain.

Q. - You may state whether you went to see Mr. Hammond?

A. - I did about ten days afterwards.

Q. - Where did you find him? A. - At home; at his house.

Q. - State what you said to him when you called on him?

A. - I told him that I came down to get a statement from him as to how the accident occurred; I understood that he was injured.

Q. - State what you told him with reference to your connection with the company? A. - I told him I was the agent and belonged to the claim department of the company.

Q. - What did he say with reference to making a statement?

A. - We talked about different things a little while and I got out my paper and he began to make a statement and I wrote it down as he dictated it.

Q. - State who was present if anybody besides yourself when he made this statement? A. - Mrs. Hammond and his daughter Mr. Keller the man that drove me down there.

Q. - Did you write out the statement? A. - I did.

Q. - What did you do then? A. - I then read it to him and asked him if there was anything that I misunderstood him in and if there was anything wrong and if there was to correct it as soon as I got to it, and I read it to him.

Q. - What did he say? A. - He said it was correct.

Q. - What happened then? A. - I asked him to read it and he preferred that his daughter should read it.

Q. - How old was the daughter? A. - I judge 20 or 21 perhaps.

Q. - What did she do? A. - She took the statement; before she took it I called the old gentleman's attention and I said if there is anything in it that is not correct you will stop her and correct it; she read it to him and the old gentleman said; "That is correct."

Q. - What occurred then? A. - I handed it to him and he signed it.

Q. - With which hand did he sign it do you know? A. - I don't know as I could tell you that now; I don't remember that.

Q. - What if anything did he state in that conversation about his not being able to use his right hand? A. - He told me that Mr. Boylan had told him that there were no bones broken but he said that he thought there was; he was not satisfied about that as he thought there was something broken in his arm and he had sent for another doctor; he thought there was something broken in his arm.

Q. - You may state if whilst you were there you saw him use his right arm? A. - Yes sir.

Q. - Tell the jury what use he made of it? A. - We talked about him being a strong man and a healthy man and I said he must have been a strong man in his day, and he talked about wrestling and he said he was a good wrestler when he was young and he reached over his hand and got his cane in his right hand and raised himself up and made some motions and then he sat down; after a while he put his hand in his pocket and got out a knife and his tobacco and he cut off a piece of tobacco and then put it back in his pocket again.

Q. - I will ask you to examine this statement and state to the jury whether it is the statement made by Mr. Hammond to which you have just referred, and if that is his signature to the statement to which he signed his name? A. - Yes sir both him and his daughter signed it.

Q. - You may state how that statement is signed; by whom?

A. - "Jonathan Hammond"

Q. - State whether there are any other names appended to it?

A. - Clara Hammond and Charles Keller.

Q. - State whether it was signed in the presence of those parties? A. - Yes sir and Mrs. Hammond also.

And thereupon counsel for the defendants offered in evidence the statement of Mr. Hammond referred to by the witness which is hereto attached marked "B." and made a part of this bill of exceptions.

Q. - You were not outside of the train at Milford Centre?

A. - No sir.

Q. - State whether you are acquainted with the location of the defendant railroad tracks at Milford Centre and the buildings there and the depot: A. - Yes sir.

Q. - State whether subsequent to this accident you made any measurements there? A. - I did.

Q. - State to the jury whether you ever examined that plat or map which has been heretofore referred to as "Exhibit B."?

A. - I was not present when these measurements were made; not when these measurements were made; I made measurements of my own.

Q. - Please tell the jury what measurements you made yourself.

A. - I don't know as I can do it now unless I refresh my memory. I made some measurements from the "Big Four" crossing to the first frog west of the crossing.

Q. - How far is it from the first frog to the crossing? A. - I don't remember; it is in my report.

On cross examination said witness testified as follows:  
Examined by Mr. Robinson.

Q. - Were you at the door listening? A. - I was not.

Q. - Were you there? A. - Yes sir.

Q. - Had you your face down to the window? A. - I did not. I stood right up by the door and was looking over the room; I have been in every room in this house pretty much and I walked in there to look around.

Q. - How close were you to the door? A. - I had my head right up against the door there.

Q. - Your business, you say is to examine into cases of injury?

A. - Yes sir to investigate personal injury cases.

Q. - And to do it just as quick as possible; you were there within two or three days of the time this accident occurred?

A. - Yes sir.

Q. - Then you went back again on the 10<sup>th</sup>? A. - Yes sir. I was not down to Mr. Hammond's in two or three days but I was at Milford looking over the ground.

Q. - You read all this paper to him? A. - Yes sir word for word.

Q. - What did you tell him you were there for? A. - I told him to investigate, - he understood that I came down there to get his version of the matter and to see what he had to say about it.

Q. - Is this (Exhibit B.) the original copy? A. - Yes sir that is the original paper itself.

Q. - Has there been a copy taken off it? A. - I don't remember whether I took an impression of that letter or not; perhaps I did; it might have been taken in the Superintendent's office after I sent it in; sometimes they take impression copies of my investigations in the Superintendent's office.

Q. - Now what did he tell you to say as to the way this thing occurred? A. - I don't remember; I can't repeat the whole thing;

it is there in the statement; I don't know as I can repeat it all now; it has been pretty near a year.

Q. What did he tell you as to the way this thing came about? A. As near as I can remember he told me he had bought a ticket here at Milford to Urbana and he was going some where to attend Court on the 13<sup>th</sup> of January and on the 14<sup>th</sup> he was returning again and he came on 20 from Urbana; that he got into the smoking car and that the coach was pretty well filled at the west end and he went forward to about the 5<sup>th</sup> seat on the South side and sat down; that when the conductor came he took his ticket and when they got to Bush Lake he was sitting looking out of the window, and he says, after I left there the conductor came around to me again and said, I believe you are going to Milford, I believe I got your ticket or something like that; that is the statement he made, and he said when they slacked up at Milford he got out at the front end of the smoker and got down on the step and just about when the train was slackening up and coming to a stop or running very slow he stepped down on to the platform and he says that is the last he knew of anything, but he thought he must have fell over on that pile of dirt that was piled up there on the north side of the platform near the target house; the reason he thought that he saw a dirt pile there when he went up, as soon as he stepped off on to the platform that was the last that he knew; and the first thing he knew was he found himself in the depot; he also said that there were no lights on the platform and the company was careless in their trainmen not giving time to get off, and that he almost got left at Urbana; he said he knew the men were careless as he had been around there and saw them often at Milford and had seen that the men were careless; that he frequently got down there and saw the carelessness of the train men.

Q. Is that all? A. That is about all that I remember now.

Q. You wrote that all out and had him sign it? A. I wrote everything, I don't know as I wrote everything that he said, but I put down everything that related to the accident, I don't know as I put down there about him getting a return trip ticket; everything he said about the accident I put down, and everything he said about how it occurred.

Q. Did he say that it slacked up west of the platform and that he got off there before it got down to the depot?

Defendants counsel objected to the foregoing question which objection the Court sustained.

Q. Now did he say that he got off west of the platform?

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Objection to question by defendants: objection overruled and exceptions taken by defendants.

Q. - He said that he got off there about where the dirt pile was; he said he was satisfied that he got off right close to where that dirt pile was north of the platform.

Q. - He gave as a reason that he had seen the dirt pile when he went up? A. - Yes sir.

Q. - Did he say that the train had stopped? A. - No sir.

Q. - I mean before it came up to the tower? A. - He said when it was slackening up and coming to a stop he got down on the steps and when it was moving slowly he stepped down and got off and that was the last he knew.

Q. - Did he say anything about the train having stopped and then pulled into the station? A. - No sir.

Q. - Did you get from his statement the idea that the train did stop only once; what did he say upon that subject?

A. - He did not say anything about that that I remember. He said that he got up while the train was moving and walked through the car and then went out on the steps but it did not stop at all until after he got off.

Q. - He got up and went forward when the train was moving?

A. - Yes sir.

Q. - He said he went to step down on the platform and that was the last he knew? A. - He said he stepped and that was the last he knew.

Q. - The only reason why he thought he got off there at the dirt pile was that he had seen it there as he went up? A. - Yes sir.

Q. - When he came back he said it was dark and he could not see? A. - He did not say anything about that; he said that he saw the dirt pile there when he went up and it was about at that point he got off.

Q. - Did you look at his hip? A. - I did not.

Q. - Did you look at his shoulder? A. - I did not; he asked me to come and feel right here (indicating) and I felt of his muscles and I thought it was a pretty heavy muscle or arm or something.

Q. - That was when he talked to you about what a good wrestler he was? A. - No sir, he claimed he was hurt in the arm and he asked me to feel of the arm.

Q. - How was you going to tell how he was hurt by feeling his muscle? A. - He asked me to feel there and I did.

Q. - When he was going to show you how he could wrestle he threw up his arm? A. - He reached over and got his cane and raised himself up with it.

Q. - Didn't he throw up his arm and make some motion to show you about the hand hold he used in throwing men down that he wrestled with? A. - He mentioned about the men that he had wrestled with and said that he

was counted to be the best wrestler in that part of the country and showed me how they did.

Q.- Will you tell the Jury how he made the motion? A.- He moved his arm around I can't say exactly how.

Q.- That was after he told you that his arms was so that he could not raise them up? A.- Yes sir that was what amused.

Q.- Afterwards he took his right hand and put it in his pocket?

A.- Yes sir.

Q.- Did he offer you any of the tobacco? A.- No sir.

Q.- That was after he had told you that he could not raise his right arm? A.- He did that when I first came in; he reached down and took his hand and raised it up on his lap.

Q.- That was before he got excited about the wrestling? A.- Yes sir.

Q.- Did he say the train stopped at all? A.- He said that the last he knew was when he stepped down from the car steps: that was the last he knew.

Q.- Did he say which side he was getting off on? A.- He said he was getting down to get on the platform.

Q.- Which side of the train? A.- He did not say.

Q.- You did not ask him? A.- No sir.

Q.- Who is this young man you took with you? A.- Keller He is the liveryman that took me down there.

Q.- Did you ever go back to see Hammond? A.- No sir.

On Re-Examination said witness testified as follows:  
Examined by Mr. Chance.

Q.- Your verbal statement is simply your recollection of what he said to you when you were there? A.- Yes sir just as I recollect it; I don't know as I recollect it just as it was then or just as it is on the paper.

Q.- You were there what time in '90? A.- February 11<sup>th</sup> 1890 I believe it was.

Q.- Was this statement made on the day it purports to have been made? A.- Yes sir, February 11<sup>th</sup>.

Q.- Did you date the paper? A.- Yes sir.

Q.- Did you date it as of the date he signed it? A.- Yes sir.

And said witness gave no other or further testimony.

And thereupon the defendant read in evidence the written statement heretofore offered in evidence, marked "Exhibit B." and made a part of this bill of exceptions, as follows:

5 1/2 miles South East of Milford, O. Feb. 11<sup>th</sup> 1890.

Statement of Jonathan Hammond,

Residence as above stated.

I am 57 years of age, married man, wife and six children. The youngest is eleven years of age. The oldest is 34 years, a girl, two under 21 years of age.

Exhibit  
B.



On the 13<sup>th</sup> of January, 1890, I bought a return trip ticket from Milford Centre, Ohio, to Urbana, Ohio. I was going to Bellefontaine as a witness before the grand jury. I remained there on the 13<sup>th</sup>. I went from Milford to Urbana on the 8-15 train on the evening of the 14<sup>th</sup>. I got on the train again on N<sup>o</sup>. 20 to return to Milford, Ohio. I got in the smoking car in the front and on the south side of the car. The conductor came around and collected my ticket: he was a medium sized man a little light complected, a kind of red<sup>d</sup> sandy hair slightly gray.

We stopped at Brush Lake for water I think: after we left the the conductor came to me again, I was looking out of the window and he touched me on the shoulder and when I looked around he said, I have your ticket, you are going to Milford.

I then nodded yes: when we arrived at Milford I did not get up when it first slacked up. I was sitting about the fifth seat from the east end. I came in the west end and quite a number of people were occupying seats so I walked forward to that seat. The train slacked up and then started down to the regular stopping place and then when they about came to a stop again then I got out the east end of the car and went down on the smoking car steps: about that time we were somewhere in the neighborhood of that target building they are putting up: that is the end of the car I was on: when I thought the train had almost stopped I stepped with my left foot on the station platform and that is the last I remember about anything until I found myself in the depot, but knowing that I got off near that target house and seeing a pile of dirt lying there on the west side of the building on the morning I went to Urbana I am pretty well satisfied I was thrown over on that dirt pile for I remember when the doctor examined me there was a lot of gravel fell out of my shirt bosom. He took it out with his hand.

The first man I remember of talking to me was Mr. Lea, the agent, and he told me that I must have been lying somewhere for forty minutes as it is that long since the train left, but I don't know anything about it, where I was or even how I got in the depot: I was in a dazed condition. After I was examined I was taken to bed at the depot and brought out home next morning. Dr. Boylan said he could not discover any bones broken or fractured but I knew and felt that I was hurt in my right arm below the elbow and shoulder and my opinion was that my arm was broken.

In a week or ten days after that Boylan came out again: he did not examine me thoroughly as my arm hurt me very much and I was also hurt very bad in my left hip which is now forming in a large lump: I was also hurt very bad in my right side and right shoulder; I do not think any ribs are broken. I think what saved me is my being so fleshy: I weigh 285 pounds: I also received some slight flesh wounds in the face and some

scalp wounds: these wounds in the face and scalp are healed again. On the 15<sup>th</sup> day of February I called in Mr. Mills from Milford to examine me for I felt that there was a greater injury than the former doctor found.

Mr. Mills examined me thoroughly and he said while my arm was not broken it was fractured which was worse than a break, and he also said that lump on my hip is forming into an abscess: he thinks it will be a long time, if ever, before I can use myself: he said that the nerve running through my arm over my shoulder is entirely destroyed.

Up to this accident I was all right and sound and was able to do my own farm work. I am a farmer: I own 22 acres of ground and was perfectly able to work all this place.

I blame the train men for this. I think it was their duty to see that I got off safely, but instead of that not one of them showed up to help me and I think that was very negligent: I think the train men are getting careless anyhow for I have been frequently at the Pan Handle Depot at Milford and I often see the train men act careless, not paying no attention to passengers, and trains start off before people get off or on. I do not know whether the train stopped that night or not after I fell: it had not yet stopped when I got off but was barely moving: I am not improving: I am suffering all night long.

This was read to me by my daughter and it is correct as read to me.

Jonathan Hammond.

Klara Hammond.

Charles Beller.

I will also state that there were no lights on the platform, that is another cause of the injury.

And thereupon the defendant called as a witness Charles Beller, who being first duly sworn testified as follows: Examined by Mr. Chance.

Q.- You live at Milford Centre? A.- Yes sir.

Q.- What is your business? A.- The livery business.

Q.- Do you remember going with Mr. Snavelly down to Jonathan Hammonds in February 1890? A.- Yes sir.

Q.- Do you remember of going into the house with Mr. Snavelly? A.- Yes sir.

Q.- State whether you were present when Mr. Hammond made a statement as to how this injury occurred and his statement was written down by Mr. Snavelly? A.- Yes sir.

Q.- State whether the paper as written was read over to Mr. Hammond? A.- It was.

Q.- Who read it? A.- The young lady, Miss Hammond.

Q.- How old was the young lady? A.- I don't believe I could tell.

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- Q.- Was she a full grown woman? A.- Yes sir.
- Q.- What did Hammond say after she had read it over with reference to whether it was correct? A.- He said it was correct.
- Q.- What did he do after she had read it over with reference to signing it? A.- He signed it.
- Q.- State whether you signed your name to the paper as a witness? A.- Yes sir.
- Q.- Did the young lady sign her name as a witness? A.- Yes sir.
- Q.- Did you have any talk with Hammond there or overhear any conversation between him and Snavelly touching his injury? A.- I believe not.
- Q.- Did you hear him say that he had been a great wrestler in his day? A.- No sir.
- Q.- Were you present all the time? A.- I was.
- Q.- Do you remember what Hammond said as to how he got hurt and the extent of the injury? A.- He said in getting off the train is all I know.
- Q.- Are you able to state to the jury what he said with reference to the details of the injury? A.- No sir.
- Q.- Did you see Mr. Hammond use his cane on that day? A.- Yes sir.
- Q.- Did you see him use his knife? A.- No sir.
- Q.- Did you see him have tobacco in his hand? A.- No sir.
- No cross examination.

And said witness gave no other or further testimony.  
And thereupon the defendant rested.

And thereupon the plaintiff called in rebuttal as a witness Mrs. Mary Hammond, who being first duly sworn testified as follows examined by Mr. Robinson.

- Q.- Do you know A. R. Bigelow? A.- Yes sir.
- Q.- Do you remember about his being at your house a day or two after Mr. Hammond was injured when several others were in? A.- Yes sir.
- Q.- Did you hear the conversation between him and your husband as to how this accident occurred? A.- They were talking something about it.
- Q.- Did he say in that conversation to Mr. Bigelow that he got injured? A.- Yes sir.
- Q.- In that conversation did your husband say anything about turning around to look for a man that he had been talking with in the car? A.- No sir I did not hear anything in that way at all; he said he waited until the train stopped.
- Q.- Were you there when Snavelly came there? A.- Yes sir.
- Q.- Were you there when your daughter read this paper over? A.- It seems to me my daughter read it.

Q. Did you hear your husband talk about how he used to be a wrestler? A. No sir.

Q. Did your husband raise up his arm or anything of that kind? A. No sir.

On cross examination said witness testified as follows:  
Examined by Mr. Leance.

Q. How long was Bigelow there? A. A little bit; I don't know just how long.

Q. Did he stay for dinner? A. No sir; I think he was there in the forepart of the day.

Q. Did he stay for supper? A. No sir.

Q. Was his wife with him? A. No sir.

Q. There were a good many people there that day? A. Some two or three or maybe more.

Q. What was the occasion of their gathering in? A. They had heard he was hurt.

Q. What were you doing? A. Some of the time I was in the room and some of the time I was working about.

Q. You would not be able to tell the jury all that your husband and Bigelow did talk about? A. No sir; I was out and in.

And said witness gave no other or further testimony.

And thereupon the plaintiffs called as a witness in rebuttal S. S. Congrove, who being sworn testified as follows:  
Examined by Mr. Robinson.

Q. You were at Hammonds a day or two after the accident when Bigelow came? A. Yes sir I was there; I don't know how long it was after he was hurt.

Q. Did you hear him and Hammond talking about how the accident occurred? A. I don't know as I did; Mr. Hammond told me how he got hurt.

And said witness gave no other or further testimony.

And thereupon the plaintiff, Jonathan Hammond was called as a witness in rebuttal and testified as follows:  
Examined by Mr. Robinson.

Q. Are you a man of much education? A. A fair education.

Q. Did you understand that you were saying to Suavely that the train did not<sup>or</sup> had not stopped at all? A. No sir.

Q. Did you understand that that paper contained any such a statement as that? A. No sir I did not; it was not read in that way.

Q. You did not understand it in that way? A. No sir.

Q-- Did you say in the conversation with Mr. Bigelow as to how you got hurt? A-- He asked me how I got hurt and I told him as I had said before: there was a gentleman riding on the train who got on at Urbana that wanted to know about John W. Gabriel; he was talking about buying him out and he was sitting in the seat back of me and as I went out I turned around when I was in the train to see if this man was going to get off, or I turned around to see if I could see this man, I did not say I stopped to see whether he got off.

Q-- What did you say to him as to looking for the man to see if he got off on the platform? A-- I did not say anything on that subject whatever.

Q-- When Mr. Suavely was there at your house and got this statement what conversation was there about your being a wrestler? A-- Nothing at all.

Q-- What did you do with regard to holding up your arm? A-- Nothing.

Q-- Could you at that time? A-- No sir.

Q-- Do you use tobacco? A-- Yes sir.

Q-- Do you remember about using tobacco while he was there? A-- I don't remember anything about it.

Q-- Did you ever consult with Dr. Boylan about rheumatism? A-- Not to my knowledge.

Q-- Did he ever prescribe for you for rheumatism? A-- No sir no body ever prescribed for me for rheumatism: I never was bothered with it.

Q-- When was Dr. Boylan your family physician? A-- He has been my family physician ever since the death of Dr. Swagman.

Q-- When was he last called to your house as a doctor? A-- It is a good while: he has been there perhaps once or twice to see my little boy this last 3 or 4 years.

Q-- When was it you had pneumonia? A-- In '77 or '78.

Q-- When he came out there did he find anything the matter with your right hip? A-- No sir.

Q-- Did he make any remark about it? A-- No sir.

Q-- Did he examine your shoulder? A-- No more than hold his hand on my clothes over the shoulder.

Q-- Were you at his office this summer? A-- I was there in the fore part of the Fall: I was suffering from my head and I went there to have him examine me and he said this enlargement was a fatty tumor.

Q-- Did he prescribe for rheumatism at that time? A-- No sir he examined me and walked out of the office; he said that he could prescribe something that might be of some benefit if I wanted it and I told him I did not want anything.

Q-- What did you say to the doctor as to how you got hurt? A-- At the time he came to examine me he said: "I have got a statement to make out for you and I should have done it long ago but I have been negligent."

Q. - Did he tell you he was a surgeon of the company?  
 A. - No sir. He took out a paper and when it came to how I got hurt he asked me how I got hurt and I told him and he stopped me and he says: "I am not here to dictate to you but you had better let me say that you don't know, and he put it down in that way: I did not tell him how it happened at all.

Q. - The doctor spoke about being at the hotel a second time; do you have any knowledge of that? A. - No sir he was not in the room where I was but once to my knowledge; he was there when I was put to bed and John Maloy was taking care of me and during the night sometime Maloy came and said here is some medicine the doctor gave me to give you if you were not resting easy in the course of 3 or 4 hours and put his arm under my head and I took the medicine.

On Cross Examination said witness gave the following testimony. Examined by Mr. Chance.

Q. - When you were a young man you were quite strong and active and something of an athlete? A. - I was a strong man.  
 Q. - You could throw down almost anybody in that neighborhood?  
 A. - I don't know as to that.  
 Q. - You frequently had wrestling matches? A. - As all boys do.  
 Q. - How did I manage to find out that you were a wrestler? A. - I don't know he did not by me.  
 Q. - You did not take out a piece of tobacco and cut off a chew?  
 A. - Not to my knowledge.  
 Q. - You did not take your cane and raise yourself up on the chair? A. - No sir not to my knowledge.  
 Q. - Did you not move around and show him how you took hold of your adversary in a wrestle? A. - No sir.  
 Q. - You had not brought a suit but were claiming that they ought to pay you? A. - No sir.  
 Q. - Now it is a fact that when you made this statement you put it as strongly in your favor as it would bear? A. - No sir.  
 Q. - You told him the exact truth didn't you? A. - Yes sir.  
 Q. - The statement was read over to you? A. - It was; there is a part of it there that was not read over to me.  
 Q. - Your daughter took it and read it? A. - Yes sir.  
 Q. - Why should she omit it? A. - I don't know.

And said witness gave no other or further testimony.

And thereupon the plaintiff called in rebuttal as a witness John Maloy who being sworn testified as follows:  
 Examined by Mr. Robinson.

Q. - Did Mr. Boylan come back there the second time that night? A. - I don't remember of seeing him but once.

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Q. - That was at what time of day? A. - That was in the evening.  
 Q. - Now did he come back about midnight? A. - No sir, I did not see him there.

And said witness gave no other or further testimony.

And thereupon the plaintiff called as a witness  
 S. S. Congrove, who being sworn testified as follows:

Examined by Mr. Robinson

Q. - Were you there the day Mr. Boylan came out there?

A. - Yes sir.

Q. - Do you recollect about his saying anything about taking a statement as to how the accident occurred? A. - Yes sir.

Q. - Do you remember whether Mr. Hammond told him how it occurred and whether he stopped him? A. - The doctor said I am not here to dictate to you but you had better say what you don't know how it occurred and that will leave it open for you and maybe it will come all right.

Q. - Did Mr. Hammond tell him how it occurred? A. - No sir, the doctor told him he had better not.

And said witness gave no other or further testimony.

And thereupon the defendant recalled as a witness  
 John Maloy, who testified as follows:

Examined by Mr. Cameron

Q. - You said if the doctor was there a second time you did not see him? A. - I did not see him.

Q. - How long was you and Michael Dea away from the depot? A. - I don't know whether it was when Mr. Hammond was up stairs or when we came down.

Q. - You and Mike Dea did take a lantern and go and hunt there about the platform? A. - Yes sir.

(By Mr. Robinson)

Q. - What time of night was that? A. - It was a half hour after the train came in pretty close to eight o'clock.

(By Mr. Chance)

Q. - It was 8 o'clock when Boylan got down there in the first place? A. - He was there before I got there. Mr. Hammond was not noticed in the waiting room until about a half hour after the train left.

Q. - Then was it not as late as 9 o'clock before you went down there? A. - I don't know; it might have been.

And said witness gave no other or further testimony.

And thereupon an adjournment was had until Saturday morning, February 14<sup>th</sup>, 1896.

Saturday morning Session.

And thereupon the plaintiff called as a witness  
Dr. A. B. Swisher, who being first duly sworn testified as follows:  
Examined by Mr. Robinson.

Q. - Where do you reside? A. - Marysville.

Q. - What is your profession? A. - Physician.

Q. - How long have you been in the profession? A. - 8 years.

Q. - Do you know Jonathan Hammond the plaintiff here?

A. - I saw Mr. Hammond for the first time yesterday evening.

Q. - Did you make an examination of his body? A. - Yes sir.

Q. - And of the left hip? A. - Yes sir.

Q. - Did you see anything more than a normal condition of  
the hip? A. - There seemed to be above the hip - - -

Defendants counsel objected to the foregoing question  
which objection the Court overruled and to which ruling of  
the Court the defendant excepted.

Q. - You may state whether that is a fatty tumor in your  
opinion?

Objection by counsel for the defendant: objection overruled  
and exceptions noted by defendant.

A. - I am unable to say positively: it appears not unlike  
the other structure only a little more of it.

Q. - Your answer is that you are unable to state without  
further questions as to the history of the case as to  
whether that is a tumor or not? A. - Yes sir.

On said cross-examination said witness testified  
as follows: Examined by Mr. Chance.

Q. - One side of the buttock seemed to be a little larger  
than the other? A. - Yes sir.

Q. - (By Mr. Robinson) How much larger is it? A. - It  
would be pretty hard to say: it seemed to stick back an  
inch on one side more than on the corresponding side.

And said witness gave no other or further testimony.

And thereupon the plaintiff called as a witness  
Dr. W. F. White, who being first duly sworn testified as follows:  
Examined by Mr. Robinson.

Q. - What is your profession? A. - Physician.

Q. - How long have you been in the practice? A. - Nearly  
15 years.

Q. - Where? In Wyandotte and Union Counties?

Q. - Did you make an examination professionally of the  
plaintiff here? A. - Yes sir.

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Q. - Yesterday evening: A. - Yes sir.  
 Q. - Did you examine his hip: A. - Yes sir.  
 Q. - State to the jury whether in your opinion that is a fatty tumor: A. - Yes sir there is an enlargement on the left hip of a fatty character.  
 Q. - What is it: A. - Well you might call it a tumor: it is hardly as circumscribed as we would expect to find a tumor: it is an unnatural growth or deposit of something there: you could hardly call it a tumor from the fact that it is not circumscribed: I would think it was a deposit of fat: it may be natural and it may be due to any morbid process: he is a very fat man and it is very difficult to say about that he is the fattest man I ever put my hands on.  
 Q. - What is the size of the enlargement: A. - It is about the size of a bowl.  
 Q. - It is not circumscribed: A. - No sir. This does not seem to be isolated from the balance but it moves with it: we very often have that on fat persons: sometimes one breast is larger than the other: a tumor is circumscribed usually so that you can give its dimensions and ascertain its parts: growths of that kind are usually circumscribed although we have these growths that are not circumscribed.  
 Q. - Is it deep: A. - No sir it seems to be external: it seems to have no connection with the underlying tissues.  
 Q. - You can't tell how deep it is: A. - No sir but I do not think it has formed any attachment beneath.  
 Q. - Could it be taken off: A. - Yes sir it could be cut off just as we cut off a piece of flesh from the rest of the body.

No cross examination.

And said witness gave no other or further testimony. And thereupon the plaintiff rested in rebuttal.

And this was all the evidence offered by either party in said cause. And thereupon the court charged the jury as follows:

Charge to the jury.

Gentleman of the jury: - The plaintiff alleges that on the 14<sup>th</sup> day of January, 1890, he was a passenger on the defendant's railroad, traveling from Urbana to Milford Centre Ohio. He alleges further, that on the arrival of the train at Milford Centre, the train did not stop a sufficient length of time to enable him to alight with safety. That is the first ground of negligence alleged in the petition: the failure of the train to stop a sufficient length of time to enable the plaintiff to alight therefrom with safety. He further says they were negligent in another respect, to wit: in not furnishing him assistance

as follows:

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to alight safely from the train.

As another ground of negligence on the part of the defendant, company, it is alleged that the defendant failed to furnish a proper light at the station to enable him to safely get off the train. To all these averments the defendant has entered a general denial as to any negligence on the part of its servants or agents. There is no denial that the company is a corporation, and that the plaintiff was a passenger on the train of the defendant, as alleged in the petition, but the defendant does deny that there was any negligence on the part of its agents or servants.

As a further defense the defendant in its answer says that if the plaintiff was injured, such injury was caused by his own failure to exercise ordinary care and prudence.

These are the issues as made up by the parties in the pleadings, which you are called upon to determine. I have stated the substance of the claim of each party: negligence being averred by the plaintiff and denied by the defendant. Of course it throws the burden of proof upon the plaintiff.

The plaintiff is required to prove by a preponderance of the testimony that the defendant, by its servants and agents was negligent in some one or more of the respects complained of in the petition.

There are three acts of negligence averred in the petition and plaintiff is not required to prove all of them, but is required to prove by the weight of the evidence that there was negligence in one or more of the respects claimed: and further the plaintiff must prove that the injury to the plaintiff, if he was injured, was caused by such negligence because it will not be sufficient to entitle the plaintiff to recover to show simply that the defendant was guilty of negligence, but the plaintiff must also show that his injury was the result of such negligence.

Your first inquiry then will be as to whether the defendant was guilty of negligence in failing to stop the train a sufficient length of time to enable the plaintiff to alight from the train with safety.

It was the duty of the railroad company, gentlemen of the jury, to stop the train at Milford Centre sufficient time to enable the plaintiff to have a reasonable time to alight with safety: that was a duty devolving upon the company.

The law does not prescribe any length of time, or any number of minutes that a train must stop at a station: that would be unpracticable, for what would be a reasonable time at one place would be unreasonable at another. It depends upon the number of passengers who are to get on or off, and the amount of business to be done at that particular station, and the law does not fix any time, but it is the duty of the

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company to stop its train so as to give its passengers a reasonable time to get off, and the passengers to get on who desire to get on.

The first question for you to determine is, has the plaintiff shown by the weight of the evidence by a preponderance of the testimony, by that evidence which is most satisfactory to your minds, that the railroad company did not stop that train long enough to give him a reasonable time to get off with safety, and that is what they were under the law bound to do, to give him a reasonable time to alight from that train with safety.

They were bound to give such reasonable time, and it is for you to judge what was a reasonable time. If they did give him such reasonable time, then they would not be guilty of negligence in that respect.

If, however, they did not give him a reasonable time to enable him to get off with safety, then they would be guilty of negligence in that respect, and if any injury resulted by reason of such failure to exercise ordinary care on the part of the company, then it would be liable, unless their liability is prevented by something else that I will speak of hereafter. In other words, that would make a prima facie case against the company if they failed to stop long enough to give him a reasonable time to get off and if such failure caused his injury that would make a prima facie case for the plaintiff and would entitle him to recover, unless that was prevented by something I will speak of hereafter.

So much for the stopping of the train. That is the simple rule upon that question, and the jury are to judge from all the evidence, -- did they give him a reasonable time to get off at Milford Centre Station. And if they did not give him a reasonable time to get off at Milford Centre station, was his injury the result of such failure to stop such reasonable time?

The next question then is so far as the alleged acts of negligence are concerned: Did they fail to furnish a proper light or lights at the station to enable him to alight with safety, or, did they fail to give him proper assistance to enable him to alight at the station with safety?

I do not mean to be understood as saying that a brakeman must be there to hand him down or assist him down, or that the conductor must be there to assist him down, but it is their duty or the duty of the company to furnish a place for the passengers to alight with reasonable safety and if a light or lights was necessary there to make it reasonably safe then it would be the duty of the company to furnish such light, and it is a question of fact whether it was necessary, and it is for you to say, having a description of the surroundings, did they furnish a reasonably safe place for passengers to alight.

It was the duty of the company to furnish a place where passengers could alight with reasonable safety, and if light

or lights were necessary for that purpose, then it was their duty to furnish such light, and if assistance was necessary in enabling passengers to alight with safety then it was their duty to furnish such assistance.

Remember, I am leaving these as questions of fact. I am not stating this as a matter of law. They must use ordinary care and if assistance was necessary then they would be required under the law to furnish such assistance and if a light at that place was necessary, it was their duty to furnish a light or lights there so that passengers could alight with reasonable safety. They were bound in all these things to exercise care, and to stop long enough to give passengers a reasonable time to alight, and bound to furnish a place for alighting and bound to furnish a light, if a light was necessary, in order to make the place safe for alighting, and were bound to furnish assistance in getting off the train, provided assistance was necessary to make it safe in getting off the train there.

These are questions of fact for you to determine whether the railroad company failed in any one or more of these respects, and it being denied by the defendant, the plaintiff must prove by a preponderance of the testimony the existence of one or more of these things.

If you find that the defendant has been negligent in any respect, then you will go farther and say whether the injury to the plaintiff was the result of the negligence on the part of the defendant, company.

If you fail to find that the defendant was negligent in any one of the respects complained of, of course that is the end of your inquiry. If you do find negligence proven in any one of the three respects named, then you will go to the next step in the case and inquire, did the plaintiff's injury result from the negligence of the servants and agents of the defendant company. There again the burden of proof is upon the plaintiff.

The company denies and says that even if there was negligence on the part of the servants and agents of the defendant, it denies that the injury was the result of such carelessness or negligence.

That is the second proposition in the case, if you find there was negligence to find whether the injury was the result of such negligence. If you find that the negligence is proven by the weight of the evidence and also find it is proven by the weight of the evidence that the injury was the result of such negligence, then that makes a prima facie case which would entitle the plaintiff to recover, unless he was himself guilty of what is called contributory negligence.

The defendant claims that even if there was negligence on the part of the agents and servants of the company

and even if the injury was the result of such negligence on their part, yet the plaintiff ought not to recover. They say he contributed to his own injury by his failure to exercise ordinary care and prudence. Upon the question of contributory negligence the burden of proof varies with the varying circumstances of different cases. Ordinarily it is upon him who pleads contributory negligence, but not if the evidence introduced by the plaintiff raises a presumption of negligence on his part - - if there was something in the evidence introduced by plaintiff which raises a presumption of negligence on his part, then the burden of proof would be upon him to remove such presumption.

But if there is nothing in the evidence introduced by the plaintiff raising a presumption of contributory negligence on his part then the burden of proof is upon the defendant, to show by the weight of the evidence that the plaintiff did contribute to his own injury by his own failure to exercise ordinary care and prudence. So if you find negligence on the part of the agents and servants of the company and find that the plaintiff's injury was the result of such negligence, before the plaintiff can be prevented from recovering on the ground that he contributed to his own injury it must be shown by the weight of the evidence that he failed to exercise ordinary care and prudence on his part.

The law as claimed by the defendant is correct, that notwithstanding negligence on the part of the company, and injury resulting from such negligence, although that all may be true, yet the plaintiff would not have a right to recover if he himself had also been guilty of negligence.

The principle is simply this: When two parties are in fault and one party is injured, the injured party cannot recover from the other, although the other party may be more in fault than the injured. The law does not undertake to determine who is the most in fault, but simply says that the injured party is without remedy.

While there was a duty devolving upon the railroad company in this case, there was also a duty upon the plaintiff. If he failed to perform his duty, and if by his failure to exercise ordinary care and prudence he was injured then he cannot recover even if the railroad company was in fault. While it was the duty of the railroad company to stop a reasonable time, to stop long enough to give passengers a reasonable time to alight, yet it was his duty to exercise ordinary care and prudence, and to occupy the time in trying to alight safely. It was his business to exercise due haste to attempt to get off when it was safe to get off, and to get off in a reasonable manner, in other words, I don't know any better way to express it than to say he must exercise ordinary care and prudence: not that a passenger must remain

in his seat until the train stops or that he must leave his seat while the train is in motion, but he must act as a reasonable and sensible man and that is the duty devolving upon him. So that if it is shown by the burden of the evidence that the plaintiff was injured by his failure to exercise ordinary care then he cannot recover even if the company was negligent.

If both are in fault then he cannot recover, for such is the law. But if the company alone was in the fault and there was no failure to exercise ordinary care and prudence, and the injury was the result of the negligence on their part, then he is entitled to recover.

If you find the plaintiff is entitled to recover it leaves nothing for you to determine but the amount of damages.

The plaintiff claims that he was injured in the right shoulder and arm and in his left hip and back, and his head and face was scratched and cut, and that he lost time and endured pain and suffering and that his injuries are permanent and that he is less able to perform labor than before the injury. All these things are to be taken into consideration when you go to make up the amount of damages, if you arrive at the question of damages. Look at it carefully, as gentlemen of prudence and common sense and determine from the evidence, the extent and nature of the injury, as best you can. He would be entitled to recover for the pain and suffering, so far as money can compensate him for pain and suffering he endured and the time lost and the expense he was put to for a physician's bill, and if he had been permanently injured, if his injury is of such character that he is less able to perform labor or less able to fight the battle of life, all these things would enter into and be a part of the matter you should consider in making up the amount of damages he should recover, if you find he is entitled to recover any damages.

Mr. Chance requested the court to charge the jury on the duty of the plaintiff in alighting from the train when in motion.

The Court:-

I said, gentleman there was a duty devolving upon the plaintiff as well as upon the defendant.

It is his duty to use ordinary care and prudence in attempting to alight from the train. If you find he did attempt to alight while the train was in motion it is a question of fact for you to say whether that was exercising ordinary care and prudence.

I do not say as a matter of law whether it was exercising care or whether it was negligence on his part.

It is for the jury to say. If the evidence satisfies

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you that he was attempting to alight from a moving train then you will say whether that was exercising ordinary care and prudence, for that is what he was bound to do, and if he failed to exercise such care and prudence then he is not entitled to recover.

The defendant having made its motion for a new trial, and as one of the grounds upon which said motion was made, was that since the trial the defendant had discovered new and material evidence which it could not with reasonable diligence have discovered and produced at the trial: to sustain that ground of said motion the defendant produced, filed and read in evidence the affidavits of Belle Peoples, Carrie Richster, John W. Gabriel, Frank Locke, Frank Chance, Julia S. Gabriel, George Parthemore, A. S. Sayres, William Niser and Benjamin Locke, copies of which affidavits with the caption and jurat only omitted, are hereto attached, and the defendant offered no other or further evidence on said motion.

The said plaintiff, against said motion offered the affidavit of John Maloy, which affidavit with the caption and jurat only omitted is hereto attached, and the plaintiff offered no other or further evidence. No witnesses were called orally, and no other testimony of any kind was offered by either party, but the said affidavits contain all the evidence that was offered by either party on said motion.

Said affidavits are as follows:

Affidavit of Belle Peoples:

Belle Peoples being sworn says: That on January 14<sup>th</sup>, 1890, she was residing with and making her home with Mr. and Mrs. John W. Gabriel at the railroad hotel and eating-house at Milford Centre Ohio. She was in the restaurant part of the hotel where Jonathan Hammond came in the waiting room on that evening. He did not come into the hotel until some time after train N<sup>o</sup>. 20 on defendants railroad had left the depot. Affiant knows the plaintiff well and has known him for many years and she has seen him a number of times since January 14<sup>th</sup>, 1890.

On each and all the various occasions that she has seen him since that date he used both arms just as he had always done before said date. She saw him on one occasion driving a load of hay, on another occasion he had a load of sacks in spring wagon, on another she saw him driving from Milford Centre towards his home in a spring wagon: and on these particular her attention was particularly attracted toward him by reason of the fact that he claimed to have been hurt and unable to use one of his arms. On these occasions as well as on others she noticed him to see whether he used both arms

Belle Peoples

or not, the same as before the accident of January 14<sup>th</sup>, 1890.

Affiant states that he did on these occasions use both arms and to all appearances used them as though there was nothing the matter with them or either of them and just the same as he had done before his alleged hurt and further saith not. (Jurat omitted)

Carrie  
Richster

Carrie Richster, being sworn says: that she is a daughter of William Richster, and lives in Milford Centre, Union County, Ohio. That she knows the plaintiff Jonathan Hammond and has known him for several years. She further states that on the evening of January 14<sup>th</sup>, 1890, she went to the railroad depot in Milford Centre, Ohio to await the coming of train N<sup>o</sup> 20 on the defendants railroad, expecting to meet a young lady friend of hers, who was to come from Urbana to Milford on that train; that when the train pulled in and stopped for the station at Milford she was in waiting room at railroad hotel. She immediately started down to where the train was standing west of the Bee Line crossing; she walked west along the platform on the north side of the defendants railroad and along past train N<sup>o</sup> 20 as it stood there, expecting to meet her young friend, and as she did not get off the forward end of the train she walked along on the station platform to the west end of the train, expecting her friend to get off of some of the cars; and during all of this time train N<sup>o</sup> 20 was still standing there.

She says that she did not see the plaintiff Jonathan Hammond get off the train; she did not see him upon the platform; she did not know he was upon said train until some time after the train had left Milford Centre. She further says that said train 20 stopped at Milford Centre on that occasion somewhere from two to three minutes and further saith not. Carrie Richster.  
(Jurat only omitted)

John W.  
Gabriel

John W. Gabriel, makes oath and says, that on January 14<sup>th</sup>, 1890, he was engaged in keeping the hotel and eating house at the depot, near the crossing of the Bee Line and defendants tracks at Milford Centre, Union County, Ohio; that he is now living at Piqua, Ohio; that he is well acquainted with the plaintiff Jonathan Hammond and has known him for many years, that on the evening of January 14<sup>th</sup>, 1890, and some time after train N<sup>o</sup> 20 on defendants road had left Milford Centre, he noticed the plaintiff Hammond coming into the waiting room of affiant's said hotel. Hammond came in and sat down but said nothing and it was not until after M. Dea the defendants agent came in and saw and

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talked with Hammond that affiant learned that Hammond was hurt; then affiant talked with Hammond and asked him how and where he got hurt. Hammond replied that he did not know and could not tell where or how he got hurt. Affiant saw Hammond two or three times that night after he was taken up stairs. Affiant saw him the next morning when he again talked with him as to how and where he got hurt, and the response to affiant's inquiries Hammond again, as on the night before that he did not know and could not tell where or how he got hurt. Affiant further states that Hammond came down stairs the next morning without help or assistance. Affiant further states that when he talked with Hammond on the evening of January 14<sup>th</sup> 1890, and also when he talked with him the next morning as to how he got hurt he (Hammond) was perfectly rational and affiant's judgment and opinion understood and knew just what he was saying. Affiant in the several conversations which he had that evening and that night and next morning saw nothing whatever in Hammonds conduct or conversation to indicate that he was not perfectly rational. Affiant further states that train n<sup>o</sup> 20 stopped at Milford Centre on the evening of January 14<sup>th</sup> 1890, at the customary place west of the Bee Line track and to the best of affiant's judgment somewhere from two to three minutes. (Verbal only omitted) John W. Gabriel.

Frank  
Locke

Frank Locke being sworn says that he knows the plaintiff Jonathan Hammond and has known him for 6 or 7 years. The affiant was at the railroad depot at Milford Centre Ohio on the evening of January 14<sup>th</sup> 1890 when train n<sup>o</sup> 20 on the defendants road came in, he was there waiting for passengers who might want liveries to go to Marysville or elsewhere, and when the train pulled in and stopped for the station, he was standing on the station platform close to where they were building the new target house, and then walked west on the platform about the length of the day coaches and then returned to a point near the smoker and front day coach behind the smoker; all the time he was looking for passengers who might want liveries as aforesaid. He did not see Jonathan Hammond get off the train; did not see him on the station platform, and did not know that he was on or had been on the train, or had gotten off until about half an hour after train n<sup>o</sup> 20 had left the station when he saw him in the waiting room of the R. R. hotel. Affiant states that standing where he was when the train pulled in and walking as he did west on the platform and returning alongside of the train if plaintiff Hammond had gotten off the forward end of the smoking car or had gotten off anywhere else toward the forward part of the train either smoker or day coaches he would have

seen him, and affiant further states that after Hammond came into the hotel he asked him how he got hurt and he said he did not know, and affiant states that at the time Hammond was perfectly rational and sensible, and affiant states that said Hammond was at no time when he saw him, that might out of his mind, and so far as affiant could tell he was rational and sensible as he ever was.  
(Jurat only omitted) Frank Locke.

Frank  
Chance

Frank Chance being sworn says: that he was and is an attorney for the defendant, The Chicago, St. Louis & Pittsburg R. R. Co., in this action. That the preparation of this case for trial devolved wholly upon him, his associate Hon. J. B. Cameron having been retained to assist in the trial only.

That in preparing said case for trial, looking up and securing the attendance of said witnesses, the affiant by himself and through the help and assistance of one, J. D. Swavely made diligent inquiry by personal visits to Milford Centre Ohio, by letters and by telegrams to divers parties to ascertain the name of witnesses, and whereabouts of all parties having any knowledge of the matters and things involved in this suit.

That affiant made especial effort to ascertain the names and whereabouts of the passenger on train N<sup>o</sup>. 20 on defendants road on the evening of January 14<sup>th</sup>, 1890 who lives at Wilmington Ohio but was unable to learn his correct name and did not know and could not ascertain until the trial of this cause who said passenger was and then for the first time learned that it was R. S. Sayre.

Affiant did not know that the conductor of said train knew who the said passenger was until the trial of this cause. Affiant also further states that he did not know that William Wiser had any knowledge of the facts involved herein (except as to the length of time the train stopped at Milford Centre) until after the trial of said cause.

Affiant also further states that the materiality of the testimony of John N. Gabriel, Ben Locke, Frank Locke, and Carrie Richter, and the importance of their testimony to the defendant was wholly unknown to the affiant until after the trial of this cause.

Affiant also further states that since the trial of this cause, he has personally examined the passenger coaches on defendants road with a view to ascertaining whether the platform steps thereof project beyond the sides thereof, and he states that they do not. And he also states that from the lower steps of the passenger coaches on defendants road to the station platform at Milford Centre is 11 to 12 inches, and further affiant saith not.

(Jurat only omitted) Frank Chance.

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Gabriel

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Julia B. Gabriel

Julia B. Gabriel being duly sworn says that she is the wife of John W. Gabriel. she states that she knows the plaintiff Jonathan Hammond, and has known him for many years. she also states that the next morning after the accident of January 14<sup>th</sup>, 1890, by which he claims he got hurt, she heard him say, at Jimmy Green's house, that he fell off the platform. he said this in answer to an inquiry made by some one in the room as to when he got off the train and how he got hurt, and affiant also further states that at the time she heard him say this he was rational and as sensible in all respects as he ever was. She also states that she got the water to wash his face when he was taken up stairs at the hotel on that evening and assisted in washing his face and that said Hammond was there and also the next morning and at all times she saw him that night and next morning perfectly rational and sensible, and further saith not.

Julia B. Gabriel.

Jurat only omitted.

George W. Parthemore

George W. Parthemore, who being first duly sworn deposes and says as follows: I am personally and well acquainted with the plaintiff, and in the fore part of the season of last year I had been ploughing in the field one day, the field was next to Hammonds and I stopped at noon to rest and feed my team and my dinner was brought to me there, there was a well on my side of the line, a stock well about 8 or 10 feet deep, the water from this well was drawn with a long stick or pole with a hook on the end. While I was there thus resting the plaintiff came out and was showing me a colt which he had on his side of the line near the well, he was showing off the good qualities of the colt, and went to the well and took the pole and placed a bucket on the hook and drew a bucket of water and offered the colt the same, the colt drank a little of the water and then the plaintiff picked up the bucket by the bail in one hand and by the bottom with the other and threw the water on the colt and made it scamper away, he said "whoop, look at it go". I could see no difference in the use of his hands either in drawing the water or swinging the bucket. He made no complaint whatever at the time.

I did not make this fact known until after the trial, and further affiant saith not.

George W. Parthemore.

Jurat only omitted)

R. S. Sayer

R. S. Sayer being sworn says that he is a resident of Wilmington, Ohio, is now and ever since A. D. 1869 has been Special and State agent for Ohio, and West Virginia of the (Home Fire Insurance Company of New York, that on the 14<sup>th</sup> day of January A. D. 1890, he was a passenger on defendants railroad on train

N: 20 going east, that he got on said train at Greenville, Ohio, and got off at the regular stop for the station at Milford Centre, Union County, Ohio; that when said train approached Milford Centre it made the usual stop for the railroad crossing and then moved forward and made the regular stop for the station: that he was riding in the first coach next to the smoking car and when the train stopped for the station he was sitting on the left hand side of the car he was in and near the rear end of the car, and when the train stopped for the station he got up out of his seat and walked forward to the forward end of the car and got off at that end: that he had two hand bags or satchels which he carried, and that in getting up out of his seat to get off and in walking forward to the front end of the car and in getting off the car onto the station platform, he did not exercise undue haste, but acted as he usually does in getting off of a train at a regular stop: that there was nothing about the stop that required him to get off in a hurry. When he got off he walked eastward on the station platform and along of the train past the smoking car and all the cars of the train forward from the car from which he alighted, and that he did not see the plaintiff on the station platform and did not know that the plaintiff was on the train or that he had been hurt, until about a half hour after said train N: 20 had left Milford Centre at which time affiant was in the sitting room at the hotel near the R. R. depot and the plaintiff came in and was taken up stairs at said hotel: that affiant staid all night at said hotel having supper, lodging and breakfast there and next morning he took the first train north on the Bee Line R. R.

Affiant further states that he has had about 22 years experience as a traveling man, his business requiring him to be on the road almost constantly; that he has often had occasion to note the length of time railroad trains stopped at stations where short stops are made, and affiant states that said train N: 20 stopped at Milford Centre on the evening of January 14<sup>th</sup>, 1900, the occasion hereinbefore referred to, at least two minutes, and long enough for a dozen or more persons to have got off or on said train with ease.

Affiant further states that when he got off the train and walked toward the hotel alongside the train, if the plaintiff Hammond had fallen off the forward end of the smoking car or got off of any part of the train ahead of the forward end of the first ladies coach on to the station platform or if he had been thrown on to said platform affiant would have seen him and could not have helped seeing him.

Affiant further states that the facts hereinbefore stated were impressed on his mind by hearing them talked over and discussed at the hotel on the night that the plaintiff claims to have been hurt and also the next

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morning before he left the hotel, and further affiant saith not.  
(Jurat only omitted)

R. S. Sarge.

William  
Weiser.

William W. Weiser being sworn says that he is 26 years of age and is at present engaged in business as telegraph operator and signal man at Marble Cliff, Franklin County, Ohio. His home is at Milford Centre where his parents reside.

He further states that he has known the plaintiff Jonathan Hammond for 10 or 12 years and that on the evening of January 14<sup>th</sup>, 1890 at the time that train N<sup>o</sup> 20 on the defendants railroad arrived at Milford Centre and stopped for the station he was standing on the station platform directly east of the Bee Dine crossing, and had order or a message for the conductor and engineer of said train and as soon train stopped he delivered the order to the engineer and then immediately walked west on the station platform and alongside the said train to deliver the order to the conductor and just about the time he delivered the order to the conductor, affiant saw a man come out of the smoking car at the forward end thereof and go on to the steps of that car, on north side and stood there until the train started forward on its course and left the station, this man was rather tall and was not heavy set, and it was not the plaintiff, Jonathan Hammond.

Affiant says that at the time he saw this man come out of the forward end of the smoking car he was not more than ten feet away, that he did not see the plaintiff get off the train. Affiant further states when the man whom he saw come out of the forward end of the smoking car came out and got on to the steps of that car, the train was standing perfectly still and no man got off of the forward end of the smoker and no man made any attempt to get off after that train or when the train started forward, affiant was close to the forward end of that car and saw and could easily see all that occurred at that end of the car, if the plaintiff Hammond had gotten off of the forward end of that car or had attempted to get off affiant would have seen him: affiant's attention was attracted to the man who came out of the forward end of the smoking car, because he thought from his appearance and manner that he was a railroad official.

Affiant further states that said train N<sup>o</sup> 20 stopped at Milford Centre, Ohio station on that occasion evening of January 14<sup>th</sup>, 1890 from (2) two to (3) three minutes.

Affiant further states that the first intimation or knowledge he had that the plaintiff Hammond was or had been on said train 20 was sometime after the train left the station and about five minutes after Hammond came

into the waiting room at the Depot Hotel.

Affiant further states that he talked with Hammond that same night and asked him where and how he got hurt and Hammond replied that he did not know and could not tell where or how he got hurt.

And affiant also further states that at the time he talked with him, Hammond was in affiant's opinion perfectly rational. Affiant states that the circumstances connected with the stopping of the train at Milford Centre Ohio, on that evening were impressed upon his mind by reason of the talk he had with Hammond and others, and that all the facts and circumstance surrounding the stopping and starting of said train, so far as he saw and knew them are clear and distinct in his mind, and further saith not. (Verat only omitted) William W. Weiser.

Benjamin  
Loeke.

Benjamin Loeke, being sworn, says that he knows Jonathan Hammond and has known him for many years: that on the evening of January 14<sup>th</sup>, 1890, he was at the railroad depot in Milford Centre, Ohio, when train No. 20 on defendants road pulled in and stopped at the station, he was there looking for passengers that might want livery to go to Marysville or elsewhere: that he knew that plaintiff had gone to Bellefontaine, Ohio, to testify as a witness before the Grand Jury and he knew that Hammond expected to return the evening of the 14<sup>th</sup> of January, 1890, and when train 20 pulled in and stopped at the station he looked for Hammond, expecting to see him and ask what the result of his trip to Bellefontaine was, as affiant had a curiosity to know, having been a witness to the difficulty on account of which plaintiff was subpoenaed to testify before said Grand Jury. Affiant says that he did not see Hammond get off the train; that when train stopped for the station, affiant was on the station platform about opposite the middle of the smoking car, he then stepped west to the rear of the smoker and forward end of first ladies coach. Captain Hershey of Marysville, Ohio, got off the forward end of the first ladies coach and asked affiant or his son to take him to Marysville and he and said Hershey then walked east on the station platform and along side the train past the smoking car, baggage, express and mail cars and engine and to the depot or R. A. eating house and was standing there on the platform in front of said eating house when the train started forward on its course and left Milford Centre. That said train 20 stopped at that station on that evening not less than two (2) minutes, and that affiant's position on the platform at the time the train stopped was such that

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W. Hammond could not have gotten off the forward end of the smoking car or off the rear end of it without affiant seeing him. Affiant did not see him that night and did not know that W. Hammond claimed to have been hurt by getting off of train until some days afterwards.  
Jurat duly omitted. Benjamin Dockett.

John Maloy

Affidavit of John Maloy introduced by plaintiff against said motion.

John Maloy being duly sworn says that he is 23 years of age, a married man living in Columbus, Ohio, at N. 200 West Capitol Street, lived at Milford Centre January 14<sup>th</sup>, 1890 and was well acquainted there and was engaged in business that required him to meet all the trains on said railway and on the evening of January 14<sup>th</sup>, 1890 went there to meet train N. 20 going east, it was behind time and made a very short stop at Milford Centre. I know Mr. William N. Weiser very well, he was telegraph operator there that night he went to meet train N. 20. It was very dark, he did not have a lantern, he went in almost a run, he met the conductor of the train half way along the smoking car, that is, about the middle of it, he gave the conductor the orders which took but a moment or two and then the conductor threw up the lantern and Weiser started back right at once and did not wait for the train but started back right away the train started and came up, the conductor jumped on to the front end of the ladies car, next to the smoking car.

I stood about 10 feet from where the conductor and Weiser met and stood there till the train started or pulled out and saw all the movements of Weiser and the conductor.

From where they stood it would be impossible for William Weiser to see into the front end of the smoking car they stood not over three feet from the side of the smoking car, about the middle of it, the smoking car was the usual length of such cars on those trains; I should think at least 40 feet long. If there had been a man standing in the front end on the platform or steps of the smoking car I would have been as likely to see him as William Weiser, as I was as near as he was, standing back from the car, there was no light however so that either of us could have seen him.

I did not see any one on the platform or on the steps but there might have been without my seeing him in the dark. I did not see any one come out of the smoker.

William Weiser was then operator and continued there for a considerable time and is still operator for said railroad company at Bluff station.

The change of "baggage car" to smoking car is made at my request, the way it was is this; I had a lantern to watch

and if I got a passenger to take him to the hotel and I was a little ahead of Noker and passed the baggage car and saw the smoker as it passed me and no one was there then and then I moved forward to watch the front of the ladies car and the back end of the smoker and said all that occurred and stood back on the platform farther from the side of the cars than they were. I saw one passenger get off the front end of the ladies car and he got off quick and went with young Locke in a rapid walk being almost a run. The train started very quick and no one with a light passed the front end of the smoker after I passed that point. I remained there helping to take care of Jonathan Hammond that night. Young Locke started with the passenger Captain Hershby and they met Benjamin Locke on the platform near the station of the Big Four railroad and went off toward the livery stable up town. He did not get down to the train at all, I did not get any passengers and staid there till the train was gone.

(Jurat only omitted)

John Maloy.

The plaintiff Jonathan Hammond offered no other or further testimony, and no witnesses were called by him, and the affidavit of said John Maloy was the only evidence on behalf of said Jonathan Hammond upon said motion.

No other or further testimony was introduced by either party.

And the jury having found in favor of the plaintiff, the defendant within three days made a written motion for a new trial for the reasons therein assigned, which motion was by the consent of parties continued from said February term of Court to the May term thereof A. D. 1891 at which last term the Court overruled said motion and rendered judgment on the verdict, to which ruling and judgment of the Court the defendant then and there excepted, and thereupon the defendant consented to the signing and sealing of this Bill of Exceptions within the time allowed by law.

Defendant now presents this its Bill of Exceptions in this cause and asks that the same be allowed signed and filed as part of the record in this case, but not spread upon the Journal, according to the statutes in such case made and provided.

Thereupon the Court finding said Bill of Exceptions is in all respects correct does within the time allowed by law approve sign and seal the same as prayed for at the said May Term A. D. 1891.

This 26<sup>th</sup> day of August, 1891.

{Seal}

John A. Price

Judge of said Court.

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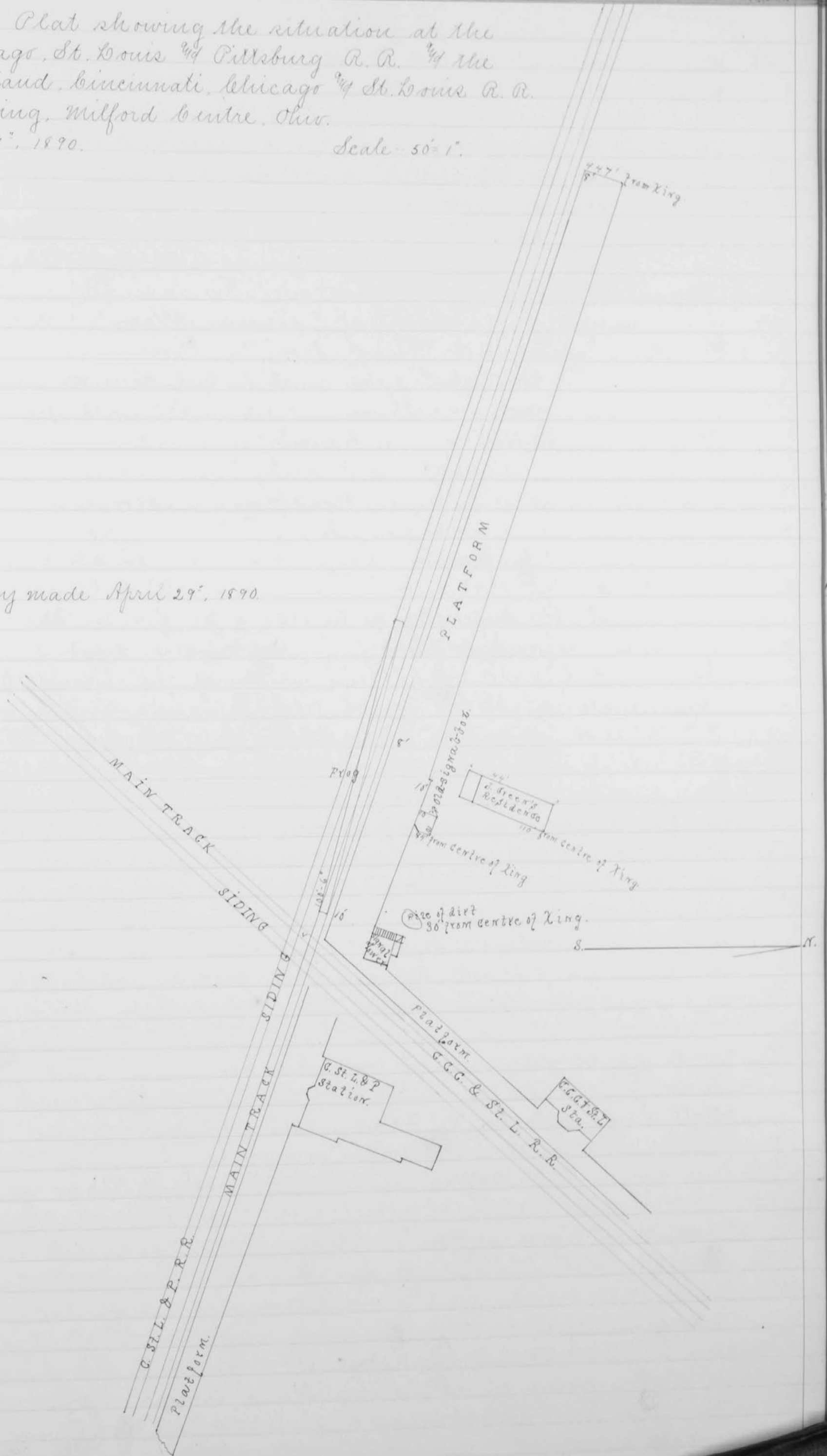
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Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Rice Judge of said Court of the term of March, 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 6<sup>th</sup> day of January, 1890, Thomas Peacock filed in the Clerk's office of said Court the following petition against Elizabeth Peacock, to-wit:

Petition Thomas Peacock

5908

Elizabeth Peacock

Court of Common Pleas.

Union County Ohio.

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

That on the 27<sup>th</sup> day of July, A. D. 1873 he was lawfully married to the defendant Elizabeth Peacock whom he prays may be made a party hereto.

Plaintiff further says that he has always conducted himself toward the defendant as a faithful husband, discharging all of the duties of a husband as far as the defendant would allow him to perform, yet the defendant disregarding her marital duties has been guilty of gross neglect of duty toward the plaintiff, absolutely refusing to allow the plaintiff to live with her, compelling him to leave his home and preventing him from returning to his home and to live with her the said defendant.

During their married life and for five or more years before this compelling the plaintiff to leave the defendant against the wish and without the consent of the plaintiff allowed and permitted one Belia Gibson to come into his said home: that said Belia Gibson and the defendant combined began to abuse and ill-treat the plaintiff so that his life in said house became intolerable and after a long continued abuse of the plaintiff by the defendant and her assistant said Belia Gibson the plaintiff was compelled to leave the defendant and his home. And said defendant still continues to prevent the plaintiff returning to her and still keeps the said Belia Gibson therein.

The plaintiff further says that the defendant is the owner of a house and lot in the Village of Marysville Ohio of the value of about \$1500<sup>00</sup> dollars; that during the existence of the marital relations of the plaintiff and the defendant the plaintiff did a large amount of work upon said real estate and furnished a part of the purchase money therefor to the amount and value of about \$300<sup>00</sup>.

That the plaintiff is now getting old and feeble and is past getting unable to make a living by his labor and that he has no other means of support except his labor and what he invested in said real estate now in the possession

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of said Elizabeth Peacock as aforesaid.

Plaintiff therefore asks that upon the final hearing of this petition he be completely divorced from the defendant Elizabeth Peacock and that he have a judgment against the said defendant for his money and labor so invested in her said property and for all proper relief in the premises.

J. M. Kennedy.  
Attorney for Plaintiff.

State of Ohio,  
Union County, ss.

Thomas Peacock, being duly sworn says the facts and allegations of the foregoing petition are true as he verily believes.  
Thomas Peacock.

Sworn to and subscribed by the said Thomas Peacock before me this the 6<sup>th</sup> day of January, 1890.

Seal } A. H. Kollefrath  
Notary Public

To the clerk:

Issue summons and copy of petition directed to Sheriff of Union County, Ohio, indorsed Divorce and Equitable Relief asked for.  
J. M. Kennedy, Atty. for Plt.

Summons

Afterward on the 8<sup>th</sup> day of January, 1890, a summons was issued by the clerk of Court, indorsed to wit:

5908

The State of Ohio  
Union County, ss.

To the Sheriff of Union County:

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

You will make due return of this summons on the 20<sup>th</sup> day of January, A. D. 1890.

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 8<sup>th</sup> day of January A. D. 1890.  
R. M. Leroy, Clerk.

Indorsed: "Action for Divorce & Equitable Relief."

Sheriff's Return

And 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:

5908

Received 10 o'clock A. M. on the 10<sup>th</sup> day of January A. D. 1890, I served the same by delivering a true copy thereof with the indorsements thereon together with a copy of the petition to the within named Elizabeth Peacock, defendant Thomas Martin, Sheriff.

|         |        |
|---------|--------|
| Service | \$ 30  |
| Copies  | 40     |
| Mileage | 32     |
| Total   | \$ 102 |

Answer  
 Cross Petition  
 Thomas Peacock

Or  
 5908 Elizabeth Peacock  
 Court of Common Pleas  
 Union County, Ohio.

The defendant says that she has been a resident of Ohio for more than the year last past and that she is now a bona fide resident of said County of Union. That her marriage with plaintiff is correctly stated in plaintiff's petition.

That she admits said marriage and residence of plaintiff also that she is the owner of a house and lot in Marysville Ohio and that her daughter Belia Gibson lives with her but she denies all the other allegations in plaintiff's petition.

She further says that the plaintiff left her some years ago and that he has since been annoying the defendant by bringing suits against her. He is wholly insolvent and does not pay any costs made in his suits and he has put the defendant to much trouble and expense by his proceedings. He brought a suit in this Court in the year 1887 in which he alleged substantially the same things in regard to working on defendant's house as is alleged in the petition in this case, and on the 22<sup>nd</sup> day of March 1888 said case was heard by the Court and a decree rendered against the said plaintiff and said matters of property were fully adjudicated and the plaintiff adjudged to pay the costs which he has not done and will not do.

Said decree is entered on Journal 14, page 431. Again on the 26<sup>th</sup> day of September, 1889 he filed another petition in this Court against the defendant alleging substantially the same matter and at the November term of this Court 1889 this Court found said matters had been already adjudicated and rendered a decree accordingly and adjudged the plaintiff to pay the costs which he has not done and will not do. Said case was No. 5858 and said decree entered in Journal 15, on page 184.

The defendant says that the house and lot is all the property she has and that she is compelled to labor for her support and that the plaintiff has put her to much useless expense by bringing the groundless suit against her and that he has done nothing for her support for more than three years, and that his persecution of her amounts to extreme cruelty.

She charges the defendant with gross neglect of duty and extreme cruelty and asks to be divorced and that the plaintiff may be enjoined from bringing any further suit against her on account of her property and for all proper relief.

J. L. Cameron,

Attorney for Defendant.

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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.

Thomas Peacock

Journal 15 Page 270

Elizabeth Peacock

Now come the parties herein, and thereupon this cause came on for hearing on the petition of the plaintiff the answer and cross petition of the defendant, and the evidence. On consideration whereof the Court finds that the parties were married as stated in the petition.

The Court further find that the defendant has not been guilty of the neglect and misconduct as charged in the petition but has in all respects conducted herself as a good and faithful wife and the said petition is therefore dismissed.

And thereupon this cause came on to be heard on the cross petition of the said defendant and the evidence. On consideration whereof the Court find that the plaintiff has been guilty of gross neglect of duty and extreme cruelty as charged in said cross petition and that by reason thereof the defendant is entitled to a divorce as prayed for.

The Court further finds that the plaintiff has brought this suit and litigation as stated in the cross petition and that the defendant is entitled to an injunction as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between said Thomas Peacock and Elizabeth Peacock be, and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered that the said Thomas Peacock be and he is hereby enjoined from bringing any other or further suits against said Elizabeth Peacock on account of said property mentioned in his petition or any suit in any manner growing out of the same.

And it is ordered that said Elizabeth Peacock pay the costs of this suit and in default that execution may issue therefor.

Attest  
R M Cravy Clerk



Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of May, to-wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore, to-wit, on the 25<sup>th</sup> day

of August, 1891, the following Petition <sup>and</sup> Answer in Cognition were filed with the Clerk of Court.

The State of Ohio,  
Union County ss.  
Morgan Savage

In the Court of Common Pleas.

Petition

vs

Civil Action for money only.

David Thomas <sup>and</sup>

6237 Elias Thomas

Morgan Savage the above named plaintiff says that there is due to him from said David Thomas and Elias Thomas the above named defendants on a promissory note made by the defendants 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 and fifty dollars with interest thereon at eight per cent. from the 25<sup>th</sup> day of June A. D. 1891. The plaintiff further says that he is legal owner and holder of said note, that the same is due and unpaid. Whereupon the plaintiff asks judgment against said defendants for the sum of one hundred and fifty dollars with interest at eight per cent. from the 25<sup>th</sup> day of June A. D. 1890.

John M. Brodrick,

Attorney for Plaintiff

Copy of note.

\$150<sup>00</sup> Marysville, Ohio, December 25<sup>th</sup>, 1888.

Six months after date, as principal debtors, we jointly and severally promise to pay to the order of Morgan Savage one hundred and fifty dollars for value received with interest at 8 per cent. after maturity.

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 confer 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.

David Thomas

Elias Thomas

Interest paid on this note to 25<sup>th</sup> day of December 1889.

Interest paid on this note to 25<sup>th</sup> day of June 1890.

Interest paid on this note to 25<sup>th</sup> day of December, 1890.

Interest paid on this note to 25<sup>th</sup> day of June, 1891.

State of Ohio, Union County} J. M. Brodrick, the duly authorized 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 is now absent from said County of Union <sup>and</sup> State of Ohio.

Subscribed by John M. Brodrick in my presence, and sworn to by him before me this 25<sup>th</sup> day of August, 1891. Seal J. M. Brodrick, C. M. Gray, Clerk, B. W. M. Winger, Deputy.

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Morgan Savage  
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In Court of Common Pleas  
Union County, ss.

David Thomas and Elias Thomas the above named defendants by the undersigned their attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition, and against the above named defendants for the sum of one hundred and fifty-one dollars and fifty cents the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

August 25<sup>th</sup> 1891.

J. B. Cole, Attorney for Defendant.

Morgan Savage  
vs  
David Thomas et al

Journal 15. Page 572.

Entry

6237

This day came the plaintiff by John M. Brodrick his attorney, and thereupon came J. B. Cole one of the attorneys of Record of this Court, who, by virtue of a warrant duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the sum of \$151<sup>50</sup>. It is therefore considered that said plaintiff do recover of said defendants the said sum of \$151<sup>50</sup> so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest  
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 May, to wit, on the 25 day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 2<sup>nd</sup> day of

April, 1891, William Winget et al filed in the Clerk's office of the said Court of Common Pleas the following petition against Jane Spencer, to wit:

Petitioners William M. Winget, David R. White  
John C. Barriman, Infirmary Directors

Court of Common Pleas  
Union County, Ohio.

6157

Or  
Jane Spencer

The plaintiffs say they were duly elected and qualified as Infirmary Directors of Union County, Ohio according to law made therein and provided.

That on or about the 1<sup>st</sup> day of January, 1891, the defendant Jane Spencer was admitted into the Infirmary of Union County Ohio as a pauper and has ever since remained there.

And that said defendant is the owner in fee simple of the following described real estate situated in the County of Union, State of Ohio, and in the Village of Marysville. Part of Surveys N<sup>o</sup>: 3351 <sup>2</sup>/<sub>4</sub> 3354 bounded and described as follows:

Beginning at a stake in the center of the Marysville and London road and with east corner to Mary B. Ford's lot: thence with the north line of said lot N. 76° W. (passing the north-west corner to said lot at 14 <sup>5</sup>/<sub>100</sub> poles) 24 <sup>2</sup>/<sub>100</sub> poles to a stake in the east line of Elizabeth Peacock's lot: thence with said line N. 41 <sup>1</sup>/<sub>2</sub> E. 3 <sup>7</sup>/<sub>100</sub> poles to a stake corner to said Elizabeth Peacock's lot) in the south line of Sarah J. Stimatis lot: thence with said line S. 76° E. 22 <sup>5</sup>/<sub>100</sub> poles to a stake corner to said Sarah J. Stimatis lot in the center of said Marysville and London road: thence with the center of said road S. 17° N. 3 <sup>7</sup>/<sub>100</sub> poles to the beginning containing half an acre more or less.

The plaintiffs say the property above described is a vacant lot and they receive no income from said property whatever, and said property will require quite an expense and out-lay at once in the way of fencing, grading and graveling.

The plaintiffs say they deem it advisable and to the best interest of said pauper that said property be sold and the proceeds applied to her maintenance.

The plaintiffs therefore prays that said Jane Spencer may be made defendant to this petition and notified of the pendency hereof according to law.

And that the plaintiff may be ordered to sell said real estate for the reasons and purposes herein proposed and for all other proper relief.

Robinson <sup>2</sup>/<sub>4</sub> Woodburn

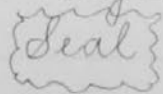
Attorneys for Plaintiffs.

State of Ohio,  
Union County, ss

W. M. Winget, being duly sworn says that he is one of the plaintiffs in the foregoing petition and that the facts stated therein are true as he verily believes.

W. M. Winget.

Sworn to before me and signed in my presence this 2<sup>nd</sup> day of May 1891.



R. M. Leroy, Clerk.

Summons

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To the clerk:

Issue Summons returnable according to law. Indorse  
Order of Sale of property. May 2<sup>d</sup>. 1891.

Robinson <sup>W</sup> Woodburn.

Summons

Afterward on the 2<sup>d</sup> day of May, 1891, a Summons was issued by the clerk of court, indorsed to wit:

6187

The State of Ohio  
Union County

To the Sheriff of said County:

You are commanded to notify Jane Spencer that she has been sued by William Kinget, David R. White, <sup>and</sup> John Harriman, Infirmary Directors in the Court of Common Pleas of Union County, and must answer by the 30<sup>d</sup> day of May, 1891 or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 11<sup>d</sup> day of May, 1891.

Witness my hand and the seal of court, this 2<sup>d</sup> day of May A. D. 1891.

R. M. Leroy, Clerk.

Indorsed: Action for Sale of property.

And on the 9<sup>d</sup> day of May, 1891, the Sheriff of said County returned said writ to the clerk's office in said County which return is as follows:

|                          |        |                    |                   |
|--------------------------|--------|--------------------|-------------------|
| Ser. <sup>y</sup> Return | \$ 30  | The State of Ohio. | Sheriff's Return. |
| Mileage                  | 64     | Union County       |                   |
| Copy                     | 20     |                    |                   |
| Total                    | \$ 114 |                    |                   |

Received this writ May 2<sup>d</sup>, 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the indorsements thereon to the within named Jane Spencer on the 8<sup>d</sup> day of May, 1891.

Thomas Martin Sheriff.

Entry

Afterward, on the 27<sup>d</sup> day of May, 1891, an entry was made on the Journal by the clerk of court.

6187

W. M. Kinget et al

Journal 15. Page 532.

vs  
Jane Spencer

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence. On consideration whereof the Court find that the equity of the case are with the plaintiffs.

Wherefore it is ordered and adjudged and decreed by the Court that the real estate described in petition be sold according to law at public auction for cash or for payments as the plaintiffs may elect.

It is further ordered that an order of sale be issued to the Sheriff of Union County directing him to appraise, advertise and sell said premises and report the proceeding without unnecessary delay.

Order of Sale  
Afterward, on the 8<sup>th</sup> day of July, 1891, an Order of Sale was issued by the Clerk of Court, to-wit:

The State of Ohio

6187 Union County, ss

To the Sheriff of said County, Greeting:

Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 27<sup>th</sup> day of May A. D. 1891, in the cause of William M. Nugget et al. Plaintiff and Jane Spencer, Defendant it was ordered, adjudged and decreed as follows, to-wit: That the real estate described in the petition be sold according to law at public auction for cash or for payments as the plaintiffs may elect. The following described lands, to-wit:

Situate in the County of Union and State of Ohio, <sup>3/4</sup> in the Village of Marysville, part of Survey N<sup>o</sup>. 3351 <sup>3/4</sup> 3354 bounded and described as follows: Beginning at a stake in the center of the Marysville and Loudon Road and north-east corner to Mary E. Ford's lot; thence with the north line of said lot N. 76° W. (passing the north-west corner to said lot at 14 <sup>5/32</sup> poles) 27 <sup>27</sup> poles to a stake in the east line of Elizabeth Peacock's lot; thence with said line, N. 41 <sup>1</sup>/<sub>2</sub>° - E. 3 <sup>9</sup>/<sub>32</sub> poles to a stake corner to said Elizabeth Peacock's lot; in the south line of Sarah J. Smith's lot; thence with said line S. 76° E. 22 <sup>5</sup>/<sub>32</sub> poles to a stake corner to said Sarah J. Smith's lot in the center of said Marysville and Loudon road; thence with the center of said road S. 14° - N. 3 <sup>7</sup>/<sub>32</sub> poles to the beginning containing half an acre more or less.

Said premises to be sold on the following terms, to-wit: One-third of the purchase price cash in hand; one-third in one year and one-third in two years with interest at 6% per annum and mortgage on the premises for the deferred payments.

We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeable 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, 1891.

Seal

R. M. Leroy, Clerk.

And on the 25<sup>th</sup> day of August, 1891, 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.

In obedience to the command of the Order of

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Proof of Publication

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| Service        | \$ 30 | Sale hereto annexed, I did, on the 13 <sup>th</sup> day of July, 1891 |
| Devy           | 50    | summon S. B. Price, John W. Shirk, and H. W. Court                    |
| Sum. Apis.     | 1 20  | three disinterested freeholders of said County, who                   |
| Swear.         | 25    | were by me duly sworn to view and appraise the                        |
| Appris Fee     | 3 00  | lands and tenements therein described; and, after-                    |
| Writing April. | 30    | ward, on the 13 <sup>th</sup> day of July A. D. 1891, said appraisers |
| Copy of "      | 30    | returned to me, under their hands and seals, that                     |
| Printer Fee    | 15 60 | they did, upon actual view of the premises estimate                   |
| Notice to Ptr. | 30    | and appraise the real value in money of the same                      |
| Affidavit of   | 30    | at five hundred dollars. A certified copy of                          |
| Writing Notice | 30    | said appraisal I forthwith deposited in the office                    |
| Mileage        | 32    | of the Clerk of the Court of Common Pleas of said                     |
| Poundage       | 5 03  | County. And on the 14 <sup>th</sup> day of July 1891, I               |
| Return         | 25    | caused to be advertised in the Marysville Tribune                     |
| Mortgage       | 2 00  | (a newspaper printed and published and of general                     |
| Recording      | 1 00  | circulation in Union County) said lands and                           |
| Total          | 30 95 | tenements to be sold at public sale, at the door of                   |

the Court House of said County, on the 15<sup>th</sup> day of August A. D. 1891  
 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  
 of said notice, I did, on said 15<sup>th</sup> day of August, A. D. 1891, at the  
 time and place above mentioned, proceed to offer said lands and  
 tenements at public sale, at the door of said Court House, and  
 then and there came R. L. Woodburn who bid for the same the  
 said premises the sum of three hundred and thirty-five dollars  
 and said sum being more than two-thirds of the appraised  
 value thereof; and said R. L. Woodburn being the highest and  
 best bidder thereof, I then and there publicly sold and struck  
 off said lands and tenements to him for said sum of three  
 hundred and thirty-five dollars.

Thomas Martin, Sheriff.

Proof of Publication

And on the 15<sup>th</sup> day of August, 1891, Proof of Publication was filed with the Clerk of Court, to wit:

6187

Sheriff's Sale  
 Court of Common Pleas,  
 Union County, Ohio.

W. M. Winger et al  
 vs  
 Jane Spencer

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 15<sup>th</sup>, 1891, at or about the hour of one o'clock P. M. on said day the following described real estate to wit: Situate in the County of Union and State of Ohio, and in the Village of Marysville, part of Survey N<sup>o</sup> 3351 & 3354 bound- ed and described as follows: Beginning at a stake in the center of the Marysville and Loudon road and north-east cor- ner to Mary E. Ford's lot: thence with the north line of said

lot N. 76-W. (passing the north-west corner to said lot at 14 <sup>2</sup>/<sub>100</sub> poles) 24 <sup>2</sup>/<sub>100</sub> poles to a stake in the east line of Elizabeth Peacock's lot: thence with said line N. 41 <sup>1</sup>/<sub>2</sub> - E. 3 <sup>2</sup>/<sub>100</sub> poles to a stake, corner to said Elizabeth Peacock's lot in the south line of Sarah J. Smith's lot: thence with said line S. 76 - E. 22 <sup>5</sup>/<sub>100</sub> poles to a stake corner to said Sarah J. Smith's lot in the center of said Marysville and Loudon road: thence with the center of said road S. 14° - N. 3 <sup>2</sup>/<sub>100</sub> poles to the beginning, containing half an acre, more or less.

Appraised at \$500<sup>00</sup>.

Terms of Sale: one-third cash; one-third in one year, and one-third in two years from the day of sale, deferred payments to bear 6 per cent. interest, and secured by mortgage on the premises sold.

Thomas Martin, Sheriff

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 July 12<sup>th</sup>, 1891.

J. W<sup>th</sup> Greiner.

Sworn to before me, this 15<sup>th</sup> day of August, 1891.

Seal

R. M<sup>th</sup> Leroy, Clerk.

Entry.

6187

Afterward, on the 26<sup>th</sup> day of August, 1891, an entry was made on the Journal by the Clerk of Court, to wit:

W. M. Winget et al

vs

Journal 16, Page 7.

Jane Spencer

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under former order of this Court: and the Court on careful examination of the proceeding 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 R. L. Woodburn 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, now coming to distribute the proceeds of said sale amounting to three hundred and thirty-five dollars; - one-third cash, one-third in one year, one-third in two years with 6 per cent. interest.

It is ordered that the Sheriff out of the one-third of the proceed being the cost payment, First pay to Treasurer

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Second: The costs in this action - S. and Robinson <sup>of</sup> Woodburn \$25<sup>00</sup> attorney fee.

Third: To the plaintiffs William M. Winger, David A. White <sup>of</sup> John S. Barriman (The Infirmary Directors) the balance of said money remaining in his hands, to wit the sum of \$ - Also the two notes calling for one hundred <sup>of</sup> eleven <sup>of</sup> <sup>of</sup> dollars for the deferred payments of said purchase money be made to the said Infirmary Directors and the same be given to them.

Attest  
R M Crony 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 May, to wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 24<sup>th</sup> day of April, 1891, a Petition was filed with the Clerk of Court, to wit:

Petition Ex Parte

Ernos A. Bell,  
6180 Robert W. Hill, <sup>and</sup> Daniel Mangaus  
Trustees of the Christian Church  
on Boker Creek

In the Court of Common Pleas  
Union County, Ohio.

The petitioners say: That on the 21<sup>st</sup> day of April, 1873 John M<sup>r</sup>. Blister and wife conveyed to the Trustees of said Church, and the Trustees of the Christian Union Church, in common the following real estate, to wit: Situated in the County of Union in the State of Ohio part of Virginia Military Survey n<sup>o</sup>: 3402. "Situated on the north side and fronting on the Delaware and Bellefontaine State Road, and extending six feet beyond the house of worship erected for said churches on the east and on the north sides and extending west to the grave yard containing about one half an acre," by deed of that date recorded in Volume 45 page 272 of the Records of Deeds of Union County, Ohio.

The said Christian Church and Christian Union Church still own said premises in common each one undivided one half. The congregation of said Christian church is composed of forty-seven members, forty-five of whom have signed a written agreement asking the Trustees of said Church to sell said undivided interest, and said Trustees, the petitioners, have contracted to sell the same to said Christian Union Church, the proceeds of which are to be re-invested in other church property for the benefit of

said Christian Church.

Your petitioners therefore ask that they be authorized and empowered to sell said Church property and for all other proper relief in the premises.

The State of Ohio,  
County of Union ss. | John M. Brodrick  
Attorney for Petitioners.

Enos A. Bell, of the above named petitioners being sworn makes oath that the facts stated in the foregoing petition are as affiant believes true.

Enos A. Bell.

Sworn to by said Enos A. Bell before me and signed by him in my presence this 23<sup>rd</sup> day of April, A. D. 1891.

M. F. Langstaff, Justice of the Peace.

Legal Notice.

Notice is hereby given that Enos A. Bell et al. as Trustees of the Christian Church on Bohes Creek have filed their petition in the Court of Common Pleas of Union County, Ohio, in case N<sup>o</sup>: 6180, the object and prayer of which is to sell the undivided one half of the premises conveyed by John M<sup>o</sup>: Allister and wife to said Christian Church and the Christian Union Church by deed dated April 21<sup>st</sup>, 1873 and recorded in Volume 25 Page 272 of the Records of Deeds of Union County, Ohio, to which reference is made for a more definite description of said premises.

Said petition will be for hearing after four weeks after the date of the first publication hereof.

Printers Fee \$3<sup>00</sup>.

John M. Brodrick.

Attorney for Plaintiff.

April 29<sup>th</sup>, 1891 - 4<sup>th</sup>.

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 29<sup>th</sup>, 1891.

J. W<sup>m</sup> Griner.

Sworn to and subscribed before me, this 25<sup>th</sup> day of May 1891.

Seal

R. M<sup>o</sup>: Leroy, Clerk.

Afterward, on the 2<sup>nd</sup> day of June, 1891, an Entry was made on the Journal by the Clerk of said Court.

Entry Ex parte  
6180 Enos A. Bell et al  
Trustee re

Journal 15, Page 535.

This day this cause came on to be heard upon the petition and evidence and the same was submitted to the Court. On consideration whereof the Court find the allegations of the petition to be true: that there are forty seven

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members of said congregation, forty five of whom have signed a written agreement asking said Trustees to sell the interest of said Christian Church. That acting thereunder said Trustees have contracted to sell said interest to the Christian Union Church.

It is therefore considered and ordered by the Court that said Trustees proceed to complete said sale to said Christian Union Church and report their proceedings to this Court for confirmation without unnecessary delay.

Afterward, on the 13<sup>th</sup> day of June 1891, an entry was made on the Journal by the Clerk of Court, to wit:

|       |             |                      |
|-------|-------------|----------------------|
| Entry | Ex parte    | Journal 15, Page 547 |
| 6180  | Trustees &c |                      |

This day came the Trustees herein named and reported to the Court that they had completed the sale of the property described in the petition herein to the Trustees of the Christian Union Church for the sum of One hundred and fifty dollars.

It is therefore considered and ordered by the Court that the proceedings of said Trustees be and the same hereby approved and confirmed and said Trustees herein are ordered to convey said premises to said Trustees of said Christian Union Church.

It is further ordered that said Trustees pay the costs of this proceeding taxed at \$ - and that they invest the remainder of said proceeds according to the wishes of the congregation of said Christian Church.

Attest  
R M Every Clerk

Clear and continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of May, to wit: on the 25<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, to wit, on the 5<sup>th</sup> day of May 1891, Thomas J. Connor filed in the Clerk's office of the said Court of Common Pleas the following petition against C. F. Todd &c.

|       |                                                                                                                                                                                                             |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6189. | Thomas J. Connor<br>vs.<br>Charles F. Todd, Harriett C. Todd,<br>Annie P. Adams, Harriett A. Hatheway,<br>Harriett Hatheway, Nora D. Hatheway,<br>Louisa Hatheway, Salome C. Hatheway,<br>Ruby C. Hatheway. |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

In Court of Common Pleas  
Union County, Ohio  
Petition to quiet Title.

For cause of action against the said defendants the plaintiff says, that he is seized in fee simple, and is in the actual possession of the following described real estate in which the defendants claim an estate and interest adverse to plaintiffs, to wit: Beginning at a stone in the southerly line of Survey n<sup>o</sup> 5708 and south-westerly corner to C. P. Hatheway's (heirs); thence with said line S. 85° N. 100<sup>5/10</sup> poles to a stake corner to said survey; thence with another line of said survey N. 50° N. 24 poles to a stake; thence N. 11° E. 118 poles to a stout; thence S. 59<sup>1/2</sup>° - E. 10 poles to a stake; thence S. 76<sup>1/2</sup>° - E. 50<sup>7/10</sup> poles to a stake; thence N. 27° - E. 60<sup>5/10</sup> poles to a stake in the center of the Courser Gravel Road; thence with the centre of said road S. 60<sup>1/2</sup>° - E. 42 poles to a stake; thence S. 29° - N. 27<sup>3/8</sup> poles to a stake (or stone) in the south line of said survey n<sup>o</sup> 9798 (being also the north line of said survey n<sup>o</sup> 5708; thence S. 7<sup>3/4</sup>° - N. 114<sup>7/10</sup> poles to a stone in the south line of said survey n<sup>o</sup> 5708, to wit, to the beginning containing 94 acres more or less. There being 9 acres more or less in Survey n<sup>o</sup> 9798; and 85 acres more or less in Survey n<sup>o</sup> 5708. The land last aforesaid being a part and parcel of the homestead estate of Mr. Nicholas Hatheway at the time of his decease.

The plaintiff further says: That the said defendants have an apparent claim to, or interest in, the tract of land last aforesaid, adverse to the rights of plaintiff in this to wit:

On or about the 22<sup>d</sup> day of October A. D. 1855 one, Elnathan P. Hatheway of the County of Bristol, and State of Massachusetts being the owner in fee simple of the undivided five-sevenths (<sup>5</sup>/<sub>7</sub>) of the tract of land last aforesaid, sold and conveyed the same by deed duly executed and delivered to one David Watson

On the 5<sup>th</sup> day of May, A. D. 1866 said David Watson, and Emily B. Watson, his wife, joined to and did convey said interest in said lands, so as aforesaid acquired, to one John Courser.

And on the 7<sup>th</sup> day of October A. D. 1886, said John Courser sold and conveyed, by deed of general warranty, the interest in said lands, so as aforesaid acquired, to this plaintiff. All of the deeds of conveyance aforesaid are of record in the Deed Records in the office of the Recorder of said County of Union, same and except the said deed from said Elnathan P. Hatheway to said David Watson which said deed plaintiff avers is now lost or destroyed without record in said County; by reason whereof plaintiff is disturbed and disquieted in his title to said lands and in danger of an attack thereon by the said defendants as heirs-at-law of said Elnathan P. Hatheway, who has since the conveyance last aforesaid, deceased.

Wherefore the plaintiff prays that he may be adjudged the owner in fee simple of said premises, freed from all claims of an estate or interest therein of the said defendants by reason of the premises; for costs, and for all relief to which upon the facts of the case, he may be entitled in law or equity

James M. Campbell Atty.

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A. D. 18

Affidavit  
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The State of Ohio,  
County of Union ss

Thomas J. Connor, the plaintiff in the foregoing  
action being sworn says he believes the facts stated in his  
petition are true.

Thomas J. Connor.  
Subscribed and sworn to before me this 5<sup>th</sup> day of May,  
A. D. 1891. Seal R. M. Erory, Clerk.

Affidavit  
for  
Publication

Afterward, on the 5<sup>th</sup> day of May, 1891, Affidavit for Publication  
was filed with the Clerk of Court, to wit:

6189

Thomas J. Connor  
vs  
Court of Common Pleas  
Union County, Ohio.

Thomas J. Connor, plaintiff, being first duly  
sworn says that service of summons can not be made in this  
State on the defendants Charles F. Todd, Harriett C. Todd, Annie  
P. Adams, Ruby C. Hatheway, Harriett A. Hatheway, Harriett  
Hatheway, Nora D. Hatheway, Louisa Hatheway and Salome C.  
Hatheway, and that the cause is one of those mentioned in  
Section 5048 of the Revised Statutes of Ohio.

Thomas J. Connor  
Subscribed and sworn to before me this 5<sup>th</sup> day of May, 1891.  
Seal R. M. Erory, Clerk of Court.

Legal notice

Charles F. Todd, <sup>1/4</sup> Harriett C. Todd residing at Ottawa,  
Illinois; Harriett A. Hatheway, Harriett Hatheway, Nora D.  
Hatheway, Louisa Hatheway and Salome C. Hatheway residing  
at Alton Illinois; Annie P. Adams residing at Worcester Mass-  
achusetts, and Ruby C. Hatheway residing at Fredtown, Mass-  
achusetts, will take notice that on the 5<sup>th</sup> day of May 1891, Thomas J. Connor  
filed his petition in the Court of Common Pleas of Union  
County, Ohio in case N<sup>o</sup> 6189 against them alleging in substance  
that he is seized in fee-simple, and in possession of certain  
real estate therein fully described, being eighty-five acres more  
or less of the homestead farm of Mr. Nicholas Hatheway at  
the time of his decease, situate in V. M. Survey N<sup>o</sup> 5708 in Union  
Township, Union County, Ohio: alleging also that said defend-  
ants claim an interest in said lands adverse to plaintiff's rights  
as heirs at law and legal representatives of Elnathan P. Hath-  
eway, late of the State of Massachusetts, deceased, who on the  
22<sup>nd</sup> day of October, 1855 conveyed the undivided five-sevenths  
of the lands aforesaid, by deed, to one David Watson, through  
whom plaintiff derives his title, but which said deed was not  
recorded, and is now lost or destroyed.

Plaintiff prays a decree quieting his title to the lands  
aforesaid against all claims of said defendants.  
The said defendants are required to answer on or before

the 27<sup>th</sup> day of June, 1891, or judgment and decree may be taken against them.

Thomas J. Connor.

Oct. 25-1891

The State of Ohio  
Union County ss.

The undersigned being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with May 6<sup>th</sup>, 1891.

D. H. English.

Sworn to and subscribed before me this 25<sup>th</sup> day of August 1891.

Seal

R. McHenry, Clerk.

Entry  
6189 Afterward, on the 25<sup>th</sup> day of August, 1891, an entry was made on the Journal by the Clerk of Court, to wit:

Thomas J. Connor

vs

Journal 15, Page 567

Charles F. Todd et al

Now comes the plaintiff by his attorney and offers proof of publication of the pendency, and prayer of the petition herein; and the Court finding said publication and proof in all respects regular and according to law do hereby approve the same.

Entry  
6189 Afterward, on the 25<sup>th</sup> day of August, 1891, an entry was made on the Journal by the Clerk of said Court, to wit:

Thomas J. Connor

vs

Journal 15, Page 568

Charles F. Todd et al

Now comes the plaintiff, by his attorney, and the defendants being, each and all in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by each and all of said defendants to be true.

The Court further finds from the evidence adduced on the hearing of said case, that at the time of bringing this action, and now, the said said plaintiff was, and is in possession of the real property described in the petition and that he had, and has, the legal estate in, and was and is entitled to the possession of the same: That neither of the 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 quieted as against each and every one of said defendants, as prayed for in his petition.

It is therefore, ordered, adjudged and decreed that the title and possession of the said Thomas J. Connor to all and singular the premises in the petition described as lying in Virginia Military Survey N<sup>o</sup> 5708 to wit: Situate in the County of Union, State of Ohio, and in the Township of Union, being

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parts of V. M. Surveys n<sup>o</sup>: 5708 <sup>3/4</sup> 9798 and bounded and described as follows, to wit: Beginning at a stone in the southerly line of Survey n<sup>o</sup>: 5708 and south-westerly corner to E. P. Hathaway's (heirs) thence with said line S. 85° - W. 100 <sup>5/10</sup> poles to a stake corner to said Survey: thence with another line of said Survey N. 50 - W. 24 poles to a stake: thence N. 11° - E. 118 poles to a stone: thence S. 59 <sup>1/2</sup> - E. 10 poles to a stake: thence S. 76 <sup>1/2</sup> - E. 50 <sup>7/10</sup> poles to a stake: thence N. 29 - E. 60 <sup>5/10</sup> poles to a stake in the center of the bonnor gravel road: thence with the center of said road S. 60 <sup>1/2</sup> - E. 42 poles to a stake: thence S. 29 - N. 27 <sup>4/10</sup> poles to a stake (or stone) in the south line of said Survey n<sup>o</sup>: 9798 (being also the north line of said Survey n<sup>o</sup>: 5708: thence S. 7 <sup>3/4</sup> - W. 114 <sup>7/10</sup> poles to a stone in the south line of said Survey n<sup>o</sup>: 5708, to wit, to the beginning containing 94 acres more or less.

There being nine acres, more or less in Survey n<sup>o</sup>: 9798: and eighty-five (85) acres, more or less in Survey n<sup>o</sup>: 5708. The land last aforesaid being a part and parcel of the homestead estate of Mr. Nicholas Hathaway at the time of his decease, be and the same hereby are quieted as against the defendants, and each and every one of them, and all persons claiming under them or any of them: and they are hereby forever enjoined from setting up any claim to said premises last aforesaid, or any part thereof adverse to the title and possession of said Thomas J. Bonnor, his heirs or assigns thereto.

And it is further ordered and adjudged that said Thomas J. Bonnor pay the costs of this action 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 Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of May to wit, on the 25<sup>th</sup> day of May, in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore, to wit, on the 18<sup>th</sup> day of April, 1891, Luther Winget filed in the clerks office of the said Court of Common Pleas the following petition against Sarah B. Webster et al. to wit:

Petition  
Luther Winget  
vs  
Sarah B. Webster <sup>and</sup>  
W. C. Webster

Court of Common Pleas  
Union County, Ohio.

6177 First cause of action: Defendant is indebted to the plaintiff in the sum of Twelve hundred dollars, which plaintiff claims with interest at 8 per cent. per annum payable

annually from September 24<sup>th</sup>, 1886 subject to the following named payments: September 24<sup>th</sup>, 1887 paid seven dollars  $\frac{1}{4}$  68, April 20<sup>th</sup> 1898 said one hundred dollars on promissory note of which the following is a copy.

Columbus, Ohio, September 24<sup>th</sup>, 1886

Twelve months after date, I, or we, or either of us promise to pay Luther Winget or his order twelve hundred dollars, value received with interest annually at 8 per cent. before and after maturity.

[Signed] Sarah E. Webster  
W. O. Webster

There is no credits or indorsements on said note but the payments above set forth been made upon it.

Second Cause of Action:

At the time of delivering said note and to secure the payment of the same, the defendants duly executed and delivered to the plaintiff their mortgage deed conveying the following premises, to wit: Situate in the Township and County of Union, in the State of Ohio. Beginning at a bur oak on the north-west side of the Milford and Irwin gravel road corner to Allen Reed's part of the Benjamin Harrington farm; thence with his line N. 46<sup>o</sup> - N. 91<sup>o</sup>  $\frac{1}{2}$  poles to a stone in the south line of Survey N<sup>o</sup> 5726; thence with said Survey line N. 45<sup>o</sup> - E. 47<sup>o</sup>  $\frac{3}{4}$  poles to a stake and stone; thence S. 47<sup>o</sup>  $\frac{1}{2}$  - E. 96 poles to a stake and stone in the center of said Milford and Irwin gravel road; thence with the center of said road N. 38<sup>o</sup>  $\frac{1}{2}$  - E. 2 poles to a stake and stone corner to Benjamin H. Williams; thence with his S. 52<sup>o</sup> - E. 64 poles to a stone corner to said B. H. Williams; thence with the westerly line of said B. H. Williams and John Williams S. 45<sup>o</sup> - N. 77 poles to a stake in the Homer road and in the line of L. W. Locke's part of the Benjamin Harrington farm a stone on the northerly side of said road line 9<sup>o</sup> - 45<sup>o</sup>; thence with said line and the line of Allen Reed N. 30<sup>o</sup> - N. 66<sup>o</sup>  $\frac{1}{2}$  poles to the beginning containing fifty-four acres more or less, except 25<sup>o</sup> acres sold to Luther Winget August 5<sup>th</sup>, 1882 part of V. M. Survey N<sup>o</sup> 9461 set off to Sarah E. Williams in Union County Common Pleas Record N<sup>o</sup> 11, Page 555.

Said mortgage was conditioned: "That if the said Sarah E. Webster and W. O. Webster, her husband, their heirs or assigns shall pay or cause to be paid to the said Luther Winget his heirs, administrators or assigns the sum of twelve hundred dollars for which amount the said Sarah E. Webster and W. O. Webster have given their promissory note bearing date of September 24<sup>th</sup>, 1886 due in twelve months from date with interest annually at 8 per cent. before and after maturity, then these presents shall be void, otherwise to be and remain in full force and virtue.

The said defendants, Sarah E. Webster and W. O. Webster have wholly failed to pay the taxes on said premises and the land was offered for sale on the 20<sup>th</sup> day of January, 1891 by the County Treasurer of Union County Ohio. And the plaintiff

Summons

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in order to protect his security on the day last named paid the taxes and penalty thereon amounting to \$30<sup>00</sup> no part of which has been repaid to him. On the 11<sup>th</sup> day of October 1886 at 3 o'clock P. M. said mortgage was delivered to the Recorder of Union County to be by him recorded and was so recorded by him on the 18<sup>th</sup> of October, 1886.

The said deed has become absolute and there is due and remaining unpaid on said note and mortgage twelve hundred dollars with interest thereon at 8 per cent. per annum payable annually from September 24<sup>th</sup>, 1886 subject to two judgments made thereon, 1<sup>st</sup> of \$7.<sup>65</sup> of September 24<sup>th</sup>, 1887; 2<sup>d</sup> of \$100<sup>00</sup> of the date of April 20<sup>th</sup>, 1891. And the plaintiff asks that the judgment rendered in this case may include the \$30<sup>00</sup> taxes with interest thereon.

The plaintiff therefore asks judgment against the said defendants in said sum of twelve hundred dollars with interest at 8 per cent. per annum from September 24<sup>th</sup>, 1886 payable annually subject to the two payments above specified.

And the plaintiff asks that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied to the payment of said taxes and said debt and execution awarded for the balance.

P. B. Cole <sup>Attorney</sup> Son,  
Attorney for Plaintiff.

State of Ohio,  
Union County ss

P. B. Cole, being sworn says that he is one of the attorneys for plaintiff in this case duly authorized in the premises and he says that the petition in this case is founded upon a written instrument for the payment of money and said instrument is in the possession of the affiant for collection, and the affiant says that the facts stated and allegations in said petition are true as he believes.

P. B. Cole.

Sworn to by P. B. Cole, attorney for plaintiff and before me and signed by him in my presence April 18<sup>th</sup>, 1891.

A. M. Erory, Clerk.

To the clerk:

Issue a summons upon the petition in the above case to the Sheriff of Franklin County, Ohio, returnable according to law.  
P. B. Cole <sup>Attys</sup> Son, Atty's for Plaintiff.

Summons

Afterward, on the 18<sup>th</sup> day of April, 1891, a Summons was issued by the clerk of Court, to wit:

6177.

The State of Ohio  
Union County To the Sheriff of Franklin County:  
You are hereby commanded to notify Sarah E. Webster and W. O. Webster that they have been sued by Luther Winget in the Court of Common Pleas of said Union County, and that unless they answer by the 16<sup>th</sup> day of May A. D. 1891, 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 taken accordingly.

You will make due return of this summons on the 27<sup>th</sup> day of April, A. D. 1891.

Witness my hand and the seal of said court, this 18<sup>th</sup> day of April, 1891.

R. Mc Leroy, Clerk.

Sheriff's Return And on the 29<sup>th</sup> day of April, 1891, the Sheriff of said County returned said writ to the clerk's of this Court to wit:

The State of Ohio  
Franklin County | Sheriff's Return.

Received this writ April 21<sup>st</sup>, 1891, at 9 o'clock, A. M.

|             |         |                                                |
|-------------|---------|------------------------------------------------|
| Ser. Return | \$ 45   | and after diligent search I was unable to find |
| Mileage     | 80      | the within named defendants Sarah Webster and  |
| Copy        | 40      | W. O. Webster within my bailiwick              |
| Docket      | 25      |                                                |
| Total       | \$ 1 90 |                                                |

Brice W. Lester, Sheriff  
By W. W. Stummons, Deputy

To the clerk:

Issue an alias summons in the above case against the defendants to the Sheriff of Franklin County, returnable according to law.

May 2<sup>nd</sup>, 1891. P. B. Cole<sup>my</sup> Son, Atty.

Summons Afterward, on the 2<sup>nd</sup> day of May, 1891, a Summons was issued by the clerk of said Court, to wit:

6.177 The State of Ohio  
Union County | To the Sheriff of Franklin County.

You are hereby commanded to notify Sarah E. Webster and W. O. Webster that they have been sued by Luther Winger in the Court of Common Pleas of said Union County, and that unless they answer by the 30<sup>th</sup> day of May, 1891, 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 11<sup>th</sup> day of May, A. D. 1891.

Witness my hand and the seal of said Court, this 2<sup>nd</sup> day of May A. D. 1891.

R. Mc Leroy, Clerk.

Sheriff's Return And, on the 7<sup>th</sup> day of May, 1891, the Sheriff of said County returned said writ to the clerk's office in said County which return is as follows:

6.177 The State of Ohio  
Franklin County | Sheriff's Return.

|         |         |                                                                                |
|---------|---------|--------------------------------------------------------------------------------|
| Service | \$ 45   | Received this writ May 4 <sup>th</sup> , A. D. 1891, at                        |
| Mileage | 80      | 2 o'clock P. M. <sup>nd</sup> pursuant to its command on the                   |
| Copy    | 40      | same day I served the within named defendants                                  |
| Docket  | 25      | W. O. Webster <sup>nd</sup> Sarah Webster each by leaving a true <sup>nd</sup> |
| Total   | \$ 1 90 | duly certified copy of this writ with all the indorsements thereon             |

Entry

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Brice W. Custer, Sheriff

By W. W. Stummons, Deputy.

Entry

Afterward, on the 2<sup>nd</sup> day of June, 1891, an entry was made on the Journal by the clerk of Court, to wit:

6177

Luther Kinget

vs

Journal 15, Page 536.

Sarah E. Webster et al

This cause coming on now for hearing on the petition of the plaintiff and the evidence, the Court find that the defendant Sarah E. Webster and W. O. Webster have each been duly served with summons in this case and they are each 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 Sarah E. Webster and W. O. Webster on the promissory notes set forth in the petition with interest as therein claimed to the first day of this term the sum of fifteen hundred and ninety dollars, and for taxes paid on said mortgaged premises by the plaintiff thirty <sup>4</sup>/<sub>100</sub> dollars, both claims aggregating the sum of sixteen hundred and twenty dollars and 10 cents.

The Court further find that (in order to secure the payment of said note the defendant Sarah E. Webster who was the owner in fee simple of said mortgaged premises) and W. O. Webster, her husband, executed and delivered to said Luther Kinget, the plaintiff, their certain mortgage as in the petition described on the premises therein described: that said mortgage was duly recorded in Book 21, Page 593 of the Record of Mortgages of Union County, and is a valid and good lien on the premises in the petition described and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendants the said sum of sixteen hundred and twenty dollars and 10 cents and his costs herein expended. And it is further adjudged and decreed that unless the said defendants Sarah E. and W. O. Webster shall within one day from the entry of this decree pay or cause to be paid to the clerk of this Court the costs of this case and to the plaintiff herein the sum of sixteen hundred and twenty dollars and 10 cents with interest on fifteen hundred and ninety dollars at 8 per cent. from the first day of this term and on thirty dollars and 10 cents at the rate of 6 per cent. 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.

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And on the 8<sup>th</sup> day of June, 1891, an Order of Sale was issued by the Clerk of Court, to wit:

Order of The State of Ohio,  
Sale Union County ss

To the Sheriff of said County

6177

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, 1891, Luther Winget obtained a Judgment and Decree against Sarah E. Webster <sup>1/4</sup> N. O. Webster for the sum of sixteen hundred and twenty <sup>3/4</sup> <sup>100</sup> dollars <sup>3/4</sup> nine <sup>3/4</sup> <sup>100</sup> dollars costs of suit. And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Sarah E. Webster and N. O. Webster within one day from the 2<sup>nd</sup> day of June, A. D. 1891, pay unto the said Luther Winget the said sum of sixteen hundred and twenty <sup>3/4</sup> <sup>100</sup> dollars with interest from the 25<sup>th</sup> day of May, 1891, 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 one day aforesaid have fully expired, and the said sum of sixteen hundred and twenty <sup>3/4</sup> <sup>100</sup> 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 Union Township. Beginning at a bur oak on the north-west side of the Milford and Irwin gravel road corner to Allen Reed's part of the Benjamin Harrington farm: thence with his line N. 46<sup>1/4</sup> N. 91<sup>1/2</sup> poles to a stone in the south line of Survey N<sup>o</sup> 5726; thence with said survey line N. 45 E. 47<sup>1/4</sup> poles to a stake and stone: thence S. 47<sup>1/2</sup> E. 96 poles to a stake and stone in the center of said Milford and Irwin gravel road: thence with the center of said road N. 38<sup>1/4</sup> E. 2 poles to a stake and stone corner to Benjamin W. Williams: thence with his S. 52<sup>1/2</sup> E. 64 poles to a stone corner to said B. W. Williams: thence with the westerly line of said B. W. Williams and John Williams S. 45 N. 77 poles to a stake in the Homer Road and in the line of L. W. Lock's part of the Benjamin Harrington farm a stone on the northerly side of said road line 9<sup>o</sup> 45' E. : thence with said line and the line of Allen Reed N. 30 - N. 66 <sup>60</sup> poles to the beginning containing 54 acres more or less.

Except 25<sup>1/2</sup> acres sold to Luther Winget August 5<sup>th</sup>, 1882 part of Virginia Military N<sup>o</sup> 9761 set off to Sarah E. Williams in Union County Common Pleas Record N<sup>o</sup> 11 Page 555.

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

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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 June, 1891.

Seal

R. M. Leroy, Clerk.

And on the 11<sup>th</sup> day of July, 1891, the Sheriff of said County returned said writ to the clerk's office in said County which return is as follows:

|                |        |
|----------------|--------|
| Service        | \$ 60  |
| Devy           | 50     |
| Sum. Spis.     | 1 20   |
| Swear. "       | 25     |
| Cowey "        | 1 00   |
| Writing Spil.  | 30     |
| Copy of "      | 30     |
| Notice to Otr. | 30     |
| Affidavit to " | 30     |
| Writing Notice | 30     |
| Mileage        | 1 00   |
| Return         | 25     |
| Total          | \$6 90 |

The State of Ohio,  
Union County, ss

Sheriff's Return.

Received this writ the 8<sup>th</sup> day of June, A. D. 1891, and on the 8<sup>th</sup> day of June A. D. 1891, I called an inquest of A. R. Showalter, N. H. Burnham, and George Erb, 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: \$45<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 11<sup>th</sup> day of July, A. D. 1891, 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 Luther Kinget for the sum of forty-five 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.

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

Proof of Publication

Luther Kinget  
vs

Sarah Webster et al

6177

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 11<sup>th</sup>, 1891, 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:

Beginning at a bur oak on the north-west side of the Milford and Irwin gravel road, corner to Allen Reed's part of the Benjamin Harrington farm: thence with his line N. 46 1/4 - W. 91 1/2 poles to a stone in the south line of Survey N: 5726: thence with said survey line N. 45 E. 47 1/4 poles to a stake and stone: thence S. 47 1/2 - E. 96 poles to a stake and stone in the center of the said Milford and Irwin gravel road: thence with the center of said road N. 35 1/4 - E. 2 poles to a stake and stone, corner to Benjamin H. Williams: thence with his S. 52 1/2 - E. 64 poles to a stone corner to said B. H. Williams: thence with the westerly line of said B. H. Williams and John Williams S. 45 - W. 77 poles to a stake in the Houser road and in the line of L. N. Lock's part of the Benjamin Harrington farm, a stone on the northerly side of said road line 9° 45' E.: thence with said line and the line of Allen Reed N. 30 W. 66 1/2 poles to the beginning containing 54 acres more or less, except 25 1/2 acres sold to Luther Kinget August 5<sup>th</sup>, 1882, part of Virginia Military Survey N: 9461, set off to Sarah E. Williams in Union County Common Pleas Record N: 11, Page 555. Appraised at \$45<sup>00</sup> per acre. Terms of Sale, Cash.

Thomas Martin, Sheriff

The State of Ohio,  
Union County, ss.

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 10<sup>th</sup>, 1891.

L. G. English

Sworn to and subscribed before me this 11<sup>th</sup> day of July, 1891.

R. W. Leroy, Clerk.

Entry

6177

Afterward, on the 25<sup>th</sup> day of August, 1891, an entry was made on the Journal by the Clerk of Court, to wit:

Luther Kinget

vs

Sarah E. Webster et al

Journal 15, Page 573

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

And it is further ordered that the said Sheriff convey to the purchaser Luther Kinget by deed according to law for the property so sold.

And the Court coming now to distribute the proceeds of said sale amounting to \$ 1282<sup>52</sup>, twelve hundred <sup>52</sup>/<sub>100</sub> eighty two <sup>50</sup>/<sub>100</sub>

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Petition

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dollars, it is ordered that the Sheriff out of the money in his hands by  
 First - To Luther Kinget for taxes advanced by him on said land  
 the sum of thirty dollars and 10 cents.  
 Secondly - The costs of this action taxed at (\$37<sup>00</sup>) thirty-seven dollars.  
 Thirdly - To the plaintiff Luther Kinget, the purchaser, the balance  
 of said money remaining in his hands, to wit: (\$1215<sup>00</sup>) twelve hundred  
 and fifteen and  $\frac{5}{100}$  dollars.

And there still remaining due to said Luther Kinget the  
 sum of (\$400<sup>00</sup>) four hundred dollars, it is considered that he  
 recover the same from the defendants the said Sarah C. Webster  
 and W. O. Webster and execution is awarded therefor.

Attest  
 R M Curry Clerk

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

Be it remembered that, heretofore, to wit, on the 14<sup>th</sup> day  
 of April, 1891, James Holloran filed in the Clerk's office of said  
 Court of Common Pleas the following petition against David Bauer

Petition James Holloran  
 vs  
 David Bauer  
 Dora Bauer  
 Ann Hutchins

Court of Common Pleas  
 Union County, Ohio.

Petition for Money & Sale of mortgaged premises.

For a first cause of action against said defendant David  
 Bauer, the plaintiff James Holloran says that there is due him  
 from the said David Bauer on a promissory note of said David  
 Bauer the sum of \$1200<sup>00</sup> with interest at the rate of 8% per annum  
 payable semi-annually from the 21<sup>st</sup> day of June, 1889, of which  
 promissory note the following is a copy with all credits and in-  
 dorments thereon, to wit:

\$1200<sup>00</sup> Marysville, Ohio, June 21<sup>st</sup>, 1886.

Three years after date I promise to pay to the order of Ann  
 Hutchins Twelve hundred dollars, at the Law Office of J. B. Fulton  
 Marysville, Ohio Value received with interest at the rate of  
 eight per cent. per annum after maturity payable semi-annually.

The Drawers and Endorsers severally waive presentment for  
 payment, protest and notice of protest and non payment of  
 this note.

It is expressly agreed that if default be made  
 in any one of the coupons 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 hereof, 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.

Upon which promissory note there are no credits, and the following assignment is indorsed thereon to wit:

"Pay to the order of James Halloran.

Ann X Hutchins.

And to secure the payment of said promissory note according to the tenor and effects thereof the said David Bauer together with his said wife, the defendant Dora Bauer duly executed and acknowledged and delivered to the said defendant Ann Hutchins their certain deed dated on the 21<sup>st</sup> day of June 1886 and thereby conveyed to the said Ann Hutchins her heirs and assigns in fee simple, freed from all rights including that of dower of the said Dora Bauer in and to the same the following described lands, tenements and hereditaments situate in the said County of Union, in the State of Ohio, to wit: Part of Survey N<sup>o</sup>. 5166 and bounded and described as follows, viz: Beginning at a stone northwesterly corner to a lot of land containing 50 acres conveyed by David Mulford to J. Hoband Joseph Habler on the tenth day of October 1870: thence with the northerly line William Cooperider's land N. 56° - E. 77 <sup>7</sup>/<sub>100</sub> poles to a stone in the westerly line of Isaac Channel's land: thence with said line N. 36 - W. 18 <sup>7</sup>/<sub>100</sub> poles to a stone (sugar tree bears S. 73 - W. 14 links) south-westerly corner to George Coleman's land: thence with the southerly line of said Coleman's land S. 56 - W. 77 <sup>7</sup>/<sub>100</sub> poles to a stone corner to Daniel B. Patches land: thence with said Patches easterly line S. 86° - E. 107 poles to the beginning containing 50 acres <sup>7</sup>/<sub>100</sub> 54 poles of land more or less.

There is also hereby conveyed the one-half of thirty feet lane to be left out from the above lot, out to the Stetch road on the west side of John S. Wise land, said lane to be for the joint use of said Wise and Bauer and their heirs forever.

Said deed was delivered to the Recorder in the Recorder's Office of said County for record according to law on the 23<sup>rd</sup> day of June 1886 at 2 <sup>3</sup>/<sub>4</sub> o'clock P. M. and recorded July 2<sup>nd</sup>, 1886 in Vol. 21, Page 520 of Mortgage Records of Union County, Ohio.

That said deed of mortgage has a condition thereunder written, that in case the said David Bauer should pay or cause to be paid unto the said Ann Hutchins or her order his promissory note of even date herewith calling for twelve hundred dollars payable three years after date and also the interest on said note which is represented by six coupon notes attached to said principal note each for the sum of (\$48<sup>00</sup>)

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forty-eight dollars and payable in six, twelve, eighteen, twenty four, thirty and thirty-six months respectively from date, then these presents shall be void, otherwise to be and remain in full force and virtue. That said defendant Ann Hutchins assigned the above described mortgage to the plaintiff in writing on the back thereof as follows: "For value received I hereby assign the within mortgage to James Colbran."  
 Attest: T. S. Kauffman. Ann Hutchins.

That said David Bauer has fully failed said principal note or any part thereof though the same is past due wherefore said deed of mortgage has become absolute.

Wherefore plaintiff asks judgment against said defendant David Bauer for the sum of twelve hundred dollars with interest thereon at the rate of 8% from the 21<sup>st</sup> day of June 1889; that said premises be sold as upon execution to satisfy plaintiff said mortgage indebtedness from the said David Bauer and the judgment by plaintiff so to be obtained, for costs and all proper relief.

Burham & Bales,  
 Attorneys for Plaintiff.

State of Ohio,  
 Union County ss

Burham B. Bales, being first duly sworn says that he is one of the attorneys for plaintiff in the above action: that the action is founded on a promissory note in writing for the payment of money and that said promissory note is in his possession.

Burham B. Bales.

Subscribed and sworn to by the said Burham B. Bales before me and in my presence this 14<sup>th</sup> day of April 1891.  
 Seal R. M. Leroy, Clerk

Summons Afterward, on the 14<sup>th</sup> day of April, 1891, a Summons was issued by the clerk of said Court indorsed, to wit:

6173

The State of Ohio,  
 Union County.

To the Sheriff of said County.

You are hereby commanded to notify David Bauer Dora Bauer and Ann Hutchins that they have been sued by James Colbran in the Court of Common Pleas of Union County, and must answer by the 16<sup>th</sup> day of May A. D. 1891, 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 27<sup>th</sup> day of April, A. D. 1891.  
 Witness my hand and the seal of said Court,  
 this 14<sup>th</sup> day of April, 1891.

R. M. Leroy, Clerk.

Seal } Indorsed: "Judgment of Foreclosure of Mortgage"

And on the 25<sup>th</sup> day of April, 1891, the Sheriff of said County returned said writ to the clerks Office in said County

Sheriff's Return

which return is as follows:

|             |        |
|-------------|--------|
| Ser. Return | 60     |
| Mileage     | 2 40   |
| Copy        | 60     |
| Total       | \$3 60 |

The State of Ohio  
Union County

Sheriff's Return.

6173

David Bauer, 1891.

Received this writ April 14<sup>th</sup>, A. D. 1891, at 11 o'clock A. M. & served same by delivering a certified copy thereof with the indorsements thereon to Ann Hutchins was not found in my County. Thomas Martin, Sheriff.

Order of Sale

6173

To the Sheriff

issued The St Union

Entry

Afterward, on the 16<sup>th</sup> day of June, 1891, an entry was made on the Journal by the clerk of Court, to wit:

6173

James Holloran

Journal 15, Page 551.

vs.

David Bauer

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This cause coming on for hearing upon the petition of the plaintiff, the Court find that the defendant David Bauer and Dora Bauer have been duly served with summons in this case and that they are in default for answer or demurrer and that the allegations of the petition are thereby confessed to be true, and that there is due the plaintiff from the defendant David Bauer on the promissory note set forth in the petition with interest from the 25<sup>th</sup> day of May, 1891, (the first day of this term) the sum of (\$1394.<sup>52</sup>) thirteen hundred and ninety-four and <sup>52</sup>/<sub>100</sub> dollars.

The Court further find that in order to secure the payment of said note the defendants David Bauer, and Dora Bauer his wife executed and delivered to the said defendant Ann Hutchins their certain mortgage as in the petition described & on the premises therein described; that said mortgage was duly recorded in Book 21, Page 520 of the records of mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken. That the said mortgage was duly assigned to the plaintiff by the said defendant Ann Hutchins for value received.

It is further considered by the Court that the plaintiff recover from the defendant the said sum of \$1394.<sup>52</sup> and his costs herein expended and it is further adjudged and decreed that unless the defendant David Bauer shall within one day from the entry of this decree pay or cause to be paid to the clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest at 8% payable semi-annually from the 25<sup>th</sup> day of May, 1891, 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 orders.

To the clerk:

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

Cole & Bates, Attys.

Order of Sale

Afterward, on the 30<sup>th</sup> day of June, 1891, an Order of Sale was issued by the clerk of Court, to-wit:

The State of Ohio,

6173

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 16<sup>th</sup> day of June, 1891, James Holloran obtained a Judgment & Decree against David Bauer and Dora Bauer for the said sum of Thirteen hundred and ninety-four  $\frac{2}{100}$  dollars and eight and  $\frac{2}{100}$  dollars costs of suit.

And Whereas, it was then and there, by said Court ordered adjudged and decreed, that the said David Bauer and Dora Bauer within one day from the 16<sup>th</sup> day of June A. D. 1891 pay unto the said James Holloran the said sum of Thirteen hundred and ninety-four  $\frac{2}{100}$  dollars with interest from the 25<sup>th</sup> day of May, 1891, 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 Thirteen hundred and ninety-four and  $\frac{2}{100}$  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, Survey No: 5166, and bounded and described as follows: to-wit:--

Beginning at a stone north-westerly to a lot of land containing 50 acres conveyed by David Mulford to J. H. Joseph Kaler on the 10<sup>th</sup> day of October 1870: thence with the northerly line of William Cooperider's line N. 56° E. 77<sup>th</sup> poles to a stone in the westerly line of Isaac Channel's land: thence with said line N. 36° W. 104  $\frac{1}{100}$  poles to a stone (sugar tree bears S 73° W. 14 links) southwesterly corner to George Coleman's land: thence with the southerly line of said Coleman's land S. 56° W. 77  $\frac{2}{100}$  poles to a stone corner to Daniel B. Patch's land: thence with Patch's easterly line S. 36° E. 104 poles to the beginning containing 50 acres and 54 poles of land more or less.

We therefore command you, That you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating sales on execution, &c 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 30<sup>th</sup> day of June A. D. 1891.

Seal

R. M. Leroy, Clerk.

And on the 13<sup>th</sup> day of August, 1891, 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.

6173

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| Service        | \$ 60   |
| Devy           | 75      |
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| Swear. "       | 25      |
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| Writing Apis.  | 30      |
| Copy of "      | 30      |
| Notice to Otr. | 30      |
| Affidavit to - | 30      |
| Writing Notice | 30      |
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| Return         | 25      |
| Total          | \$ 8 85 |
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Received this writ the 30<sup>th</sup> day of June, A. D. 1891, and on the 30<sup>th</sup> day of June A. D. 1891, I called an inquest of John Weig, Deonhard Englehart and W. J. Stithum 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: \$32<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 1<sup>st</sup> day of August, A. D. 1891, 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 then and there struck off and sold the same to James Holloran for the sum of twenty-one <sup>3/4</sup>/<sub>100</sub> dollars (\$21<sup>35</sup>) per acre, he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

James Holloran vs.

Sheriff's Sale, An Order of Sale

Proof of Publication David Bauer et al

Court of Common Pleas, Union County, Ohio

6173

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 1<sup>st</sup>, 1891, at or about the hour of one o'clock P. M. on said day, the following described real estate, to wit:

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

Part of Survey N<sup>o</sup> 5166, beginning at a stone northwesterly to a lot of land containing 50 acres conveyed by David Mulford

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to J. H. and Joseph Staler on the 10<sup>th</sup> day of October, 1870: thence with the northerly line of William Cooperider's land N. 56° E. 77<sup>1/2</sup> poles to a stone in the westerly line of Isaac Lehmann's land: thence with said line N. 36° W. 104<sup>1/2</sup> poles to a stone (sugar tree bears S 73° W. 14 links) south westerly corner to George Coleman's land: thence with the southerly line of said Coleman's land S. 56° W. 77<sup>1/2</sup> poles to a stone corner to Daniel B. Patch's land: thence with Patch's easterly line S. 36° E. 104 poles to the beginning containing 50 acres and 54 poles of land, more or less.

Appraised at \$32<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 5 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with July 1<sup>st</sup>, 1891.  
W. C. Shearer  
Sworn to, and subscribed before me, this 1<sup>st</sup> day of August 1891.  
R. M. Leroy, Clerk.

Entry  
6173

Afterward, on the 25<sup>th</sup> day of August, an entry was made on the Journal by the Clerk of Court, to wit:  
James Holloran  
David Bauer et al  
Journal 15. Page 574.

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 James Holloran by deed according to law the property so sold. And the said purchaser is hereby authorized to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of said sale amounting to --- \$ 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, penalties and interest against said property, to wit: the sum of ---  
2<sup>d</sup> - The costs of this action taxed at --- \$.  
3<sup>d</sup> - To the plaintiff of said money remaining in his hands

to wit, the sum of \$- to be applied as a credit upon his judgment against the said defendant. And there still remaining due to the said James Collogan the sum of - \$- it is considered that he recover the same from the defendant David Bauer and execution is awarded therefor.

Attest  
R. M. Curry 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 May, to wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 16<sup>th</sup> day of May, 1891, R. W. Weisz filed in the clerk's office of the said Court of Common Pleas the following Petition against H. S. Clark to wit:

Petition R. W. Weisz  
vs  
H. S. Clark Court of Common Pleas  
Union County, Ohio.

Plaintiff states: On or about the 1<sup>st</sup> day of June, 1887, the defendant H. S. Clark executed and delivered to him his promissory note of which the following is a copy to wit:

" \$ 428<sup>00</sup> Richwood, June 1<sup>st</sup>, 1887.

" Six months after date I promise to pay to the order of R. W. Weisz, Four hundred <sup>2</sup>/<sub>4</sub> twenty-eight <sup>2</sup>/<sub>100</sub> dollars, at Richwood Ohio, value received with interest at 8% per annum until paid.  
H. S. Clark.

The following are copies of all the credits on said note, to wit:  
June 1<sup>st</sup>, 1888, Received on the within note \$30<sup>00</sup>.

June 26<sup>th</sup>, 1890, By stone flagging and grave-stone marker \$47.24

There are no other credits or indorsements on said note.

There is due plaintiff from defendant on said note the sum of Four hundred and fifty-seven <sup>2</sup>/<sub>100</sub> dollars with 8% interest from June 26<sup>th</sup>, 1890.

Wherefore plaintiff prays judgment against defendant for said sum of \$457<sup>29</sup> with 8% interest from June 26<sup>th</sup>, 1890, <sup>2</sup>/<sub>4</sub> costs.

S. S. Gardner,

Attorney for Plaintiff.

State of Ohio,  
Union County ss.

Reuben W. Weisz, being first duly sworn says he is the plaintiff in this case; that the facts and allegations in the foregoing petition are true as he believes.

R. W. Weisz.

Sworn to and subscribed before me this 14<sup>th</sup> day of May 1891.  
Joseph Conner, J. P.

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To the clerk:

Issue Summons on Petition to Sheriff of Union County returnable according to law. Amount claimed \$457.<sup>29</sup> and 8% interest from June 26<sup>th</sup>, 1890.

S. S. Gardiner, Atty.

Afterward, on the 16<sup>th</sup> day of May, 1891, a Summons was issued by the clerk of Court, indorsed to wit:

Summons

6198

The State of Ohio  
Union County

To the Sheriff of said County:

You are hereby commanded to notify H. S. Clark that he has been sued by R. W. Nierz in the Court of Common Pleas of Union County, and must answer by the 13<sup>th</sup> day of June, 1891, 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 26<sup>th</sup> day of May, A. D. 1891.

Witness my hand and the seal of said Court, this 16<sup>th</sup> day of May A. D. 1891.

Seal } R. M. Leroy, Clerk

Indorsed: Action for money. Amount claimed \$257.<sup>29</sup> at 8% from June 26<sup>th</sup>, 1890.

Sheriff's Return

6198

And on the 19<sup>th</sup> day of May, 1891, the Sheriff of said County returned said writ to the Clerk's office in said County which returns is as follows:

The State of Ohio  
Union County

Sheriff's Return

|             |       |
|-------------|-------|
| Ser. Return | \$ 30 |
| Mileage     | 3 20  |
| Copy        | 20    |
| Total       | \$ 70 |

Received this writ May 16<sup>th</sup> A. D. 1891 at 2 o'clock P. M. and served same by delivering a true and certified copy thereof with the endorsements thereon to the within named H. S. Clark, on the 15<sup>th</sup> day of May, 1891.

Thomas Martin, Sheriff.

Summons

6198

The State of Ohio  
Union County

To the Sheriff of Union County.

You are commanded to notify H. S. Clark that he has been sued by R. W. Nierz in the Court of Common Pleas of Union County, and must by the 15<sup>th</sup> day of July A. D. 1891, 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 29<sup>th</sup> day of June A. D. 1891.

Witness my hand and the seal of said Court this 17<sup>th</sup> day of June A. D. 1891.

Seal } R. M. Leroy, Clerk.

Indorsed: Action for money. Amount claimed \$757.<sup>29</sup> at 8% from June 26<sup>th</sup>, 1890.

Sheriff's Return

And on the 25<sup>th</sup> day of June, A. D. 1891, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

|             |         |                   |
|-------------|---------|-------------------|
| Ser. Return | \$30    | The State of Ohio |
| Mileage     | 3.20    | Union County      |
| Copy        | 20      |                   |
| Total       | \$37.00 |                   |

Sheriff's Return.

Received this writ June 17<sup>th</sup> A. D. 1891, at 10 o'clock A. M. I served same by delivering a certified copy thereof with the indorsements thereon to the within named H. S. Clark on the 20<sup>th</sup> day of June A. D. 1891.

Thomas Martin, Sheriff.

Entry

Afterward, on the 25<sup>th</sup> day of August, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

6198 R. W. Weisz  
vs.  
H. S. Clark

Journal 15, Page 569.

This day came the plaintiff by his attorney, and the defendant being in default for answer and the demurrer, the Court find the allegations of the petition to be true and that there is due plaintiff from the defendant on the note set up in the petition with interest to this date the sum of \$484<sup>73</sup>/<sub>100</sub>.

It is therefore considered by the Court that the plaintiff recover of the defendant said sum of \$484<sup>73</sup>/<sub>100</sub> and costs herein taxed to \$5 - - and that said judgment bear 8 per cent. interest.

Attest  
R. W. Crony 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 May, to wit, on the 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 23<sup>rd</sup> day of July, 1891, N. L. Reagle<sup>3/4</sup> Son filed in the Clerk's office of the said Court of Common Pleas the following Petition against Edward Fleck<sup>et al</sup>.

Petition N. L. Reagle<sup>3/4</sup> Son

6227 Edward Fleck, Ellice V.  
Fleck, George C. Fox,  
Church Bro.,<sup>2/4</sup> Am. Scott<sup>3/4</sup> Bro.

Court of Common Pleas,  
Union County, Ohio.  
Petition for Foreclosure of  
Mechanics Lien.

Plaintiff is a partnership formed for the purpose of carrying on business in the State of Ohio.

7<sup>th</sup> Cause of Action: There is due plaintiff from the defendant Edwin Fleck the sum of fifty-seven dollars which plaintiff claims with interest from the 14<sup>th</sup> day of July A. D. 1890, on an account of which the following is a copy:

Edwin Fleck  
July 14<sup>th</sup>  
July 14<sup>th</sup>  
2<sup>nd</sup> Bank  
accrued  
Edwin  
house  
on certa  
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of Ohio  
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Marysville, Ohio, July 14<sup>th</sup>, 1890.

Edwin Fleck in account with N. L. Reagle & Son Dr.  
July 14<sup>th</sup>, 1890, to painting house as per contract, \$50<sup>00</sup>.  
July 14<sup>th</sup>, 1890, to varnishing two rooms - - - \$7<sup>00</sup>, Total \$57<sup>00</sup>.  
There are no credits there on.

2<sup>d</sup>. Cause of Action: The account in the first cause of action described accrued for labor and materials furnished by plaintiff on said Edwin Fleck's order, in erecting and painting and varnishing a house between the 1<sup>st</sup> day of April 1890 and the 14<sup>th</sup> day of July 1890 on certain premises of said Edwin Fleck, described as follows:

Situate in the Village of Marysville, County of Union, State of Ohio, and known as part of out lot N<sup>o</sup> 13 in said Village. Beginning at the south west corner of out lot N<sup>o</sup> 14 owned by E. D. Price: thence in a southerly direction with the east line of Court Street 62 feet; thence easterly parallel with the south line of said lot N<sup>o</sup> 14 to the alley; thence northerly with said alley 62 feet to the south east corner of said out lot 13; thence with said south line of said out lot 14 a westerly course to the place of beginning.

Said account accrued on the 14<sup>th</sup> day of July, 1890, and on the 20<sup>th</sup> day of August, 1890, plaintiff filed with the Recorder of this Union County, Ohio, under the statute provided for obtaining mechanics liens an affidavit containing an itemized account of the amount and value of such work and labor, to which there were no credits nor offsets, which said lien is recorded in Vol. 3, Page 196 of Record of Mechanics liens Recorder's Office, Union County, Ohio.

No part of said indebtedness has been paid. The defendants Ellice V. Fleck, George B. Fox, Church Bros., & C. M. Scott & Bro., claim some interest in said premises subordinate to plaintiffs and plaintiff asks that they be compelled to set up their claims or be forever cut off. Said Edwin Fleck has often been asked to pay plaintiff but has failed to do so.

Plaintiff therefore asks judgment against said Edwin Fleck in said sum of \$57<sup>00</sup> with interest from July 14<sup>th</sup>, 1890, and that in default of payment thereof, said premises be sold and the proceeds applied to the payment of said debt, and for such other relief as is just.

J. B. Hinckade, Attorney for Plaintiff.

The State of Ohio,  
Union County, ss

- - Reagle, being sworn says that he is a member of the firm of N. L. Reagle & Son, plaintiff, and that he believes the facts stated in the foregoing petition to be true.

N. L. Reagle.

Sworn to before me this 23<sup>rd</sup> day of July, A. D. 1891.

R. McHenry, Clerk of Court.

Seal

Afterward, on the 23<sup>rd</sup> day of July, 1891, a summons was issued by the clerk of court, indorsed, to wit:

The State of Ohio,  
Union County.

To the Sheriff of said County:

**Summons**  
 6.2.27 You are hereby commanded to notify Edwin Fleck, Ellice Fleck, George Fox, Church Bro., & O. M. Scott & Bro. that they have been sued by N. D. Reagle & Son in the Court of Common Pleas of Union County, and must answer by the 22<sup>nd</sup> day of August A. D. 1891 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 3<sup>rd</sup> day of August, A. D. 1891.

Witness my hand and the seal of said Court, this 23<sup>rd</sup> day of July, A. D. 1891.  
 Seal } R. McLeroy, Clerk.

Indorsed: Action for Foreclosure of Mechanics Lien, and other relief. Amount claimed \$57<sup>00</sup> with interest from July 14<sup>th</sup>, 1890.

**Sheriff's Return**  
 6.2.27 And on the 5<sup>th</sup> day of August, 1891, the Sheriff of said County returned said writ to the clerk's office in said County which return is as follows:

|             |         |                                                                   |                                                        |
|-------------|---------|-------------------------------------------------------------------|--------------------------------------------------------|
| Der. Return | \$ 30   | The State of Ohio                                                 | Sheriff's Return                                       |
| Adv. Costs  | 60      | Union County                                                      | Received this writ, July 23 <sup>rd</sup> , A. D. 1891 |
| Mileage     | 80      | at 10 o'clock A. M. and served same by delivering a               |                                                        |
| Copy        | 1 00    | certified copy thereof with the indorsements thereon              |                                                        |
| Total       | \$ 1 70 | to each of the within named defendants on the 3 <sup>rd</sup> day |                                                        |

of August, 1891. Thomas Martin, Sheriff.

**Receipt**  
 To the clerk: Issue Summons, indorsed Foreclosure of Mechanics Lien & other relief. Amount claimed \$57<sup>00</sup> with interest from July 14<sup>th</sup>, 1890.  
 J. H. Kirkade Atty.

**Entry**  
 6.2.27 Afterward, on the 25<sup>th</sup> day of August, 1891, an entry was made on the Journal by the clerk of Court, to wit:

Journal 15, Page 567  
 N. D. Reagle & Son  
 vs  
 Edwin Fleck et al

This cause coming on this day for hearing was submitted to the Court upon the pleadings, and on consideration thereof the Court find that there is due to said plaintiff from the defendant Edwin Fleck on account of materials furnished & labor performed as set forth in the petition the sum of \$60<sup>00</sup>, and that the same is a lien on the premises described in the petition by reason of the mechanic lien therein described in Book - Page of the County record of liens; and that the said plaintiff is entitled to have said lien enforced.

It is therefore considered that the plaintiff N. D. Reagle & Son recover from the defendant Edwin Fleck the said sum of \$60<sup>00</sup> together with his costs herein expended, and that unless the said judgment is paid within 10 days from the entry hereof an order may issue to the Sheriff of Union County Ohio, commanding him to sell said premises as upon execution and of his proceedings in the premises to make due return to this Court.

And J. S. McCampbell as Attorney for George Emanuel Fox is hereby granted 30 days leave in which to file an answer

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 Receipt Ohio fu

and cross petition for his client. And as to all questions of priority of liens and as to the several amounts due to the other defendants to this suit this cause is continued.

Attest  
R. M. Brown clerk

Continuation of Record of John M. Laird vs Adaline Laird et al from Page 325.

There are no credits or indorsements on said note, and it is one of the notes mentioned in the petition herein which was not due at the time of the filing of said petition, and upon which no judgment was asked therein.

Third Additional Cause of Action: The defendants Adaline Laird and William Laird are indebted to Plaintiff as Administrator aforesaid in the further sum of \$129.<sup>92</sup> which he claims with interest from the first day of April 1893 upon a promissory note of which the following is a copy.

On or before the first day of April 1893, we promise to pay Moses Laird or bearer \$129.<sup>92</sup> Value received.  
Adaline Laird  
William Laird

There are no credits or indorsements on said note, and it is another of the notes mentioned in the petition herein which was not due when said petition was filed, and upon which judgment was not asked.

Fourth Additional Cause of Action: The defendants Adaline Laird and William Laird are indebted to plaintiff as Administrator as aforesaid in the further sum of \$123.<sup>02</sup> which he claims with interest from the first day of April 1894, upon another promissory note mentioned in the petition herein as not due when said petition was filed and upon which no judgment was asked. The following is a copy of said note.

On or before the first day of April 1894, we promise to pay Moses Laird or bearer \$123.<sup>02</sup> Value received.  
Adaline Laird  
William Laird

Wherefore said John M. Laird as Administrator of Moses Laird, dec'd, asks judgment against Adaline Laird and William Laird in the sum of \$533.<sup>66</sup> with interest from April 1<sup>st</sup> 1891; upon \$148.<sup>87</sup> thereof; from April 1<sup>st</sup> 1892, upon \$186.<sup>88</sup> thereof; from April 1<sup>st</sup> 1893 upon \$129.<sup>92</sup> thereof, and from April 1<sup>st</sup> 1894 upon \$123.<sup>02</sup> thereof, in addition to the judgment already rendered herein.

J. E. Griffith Attorney for Plaintiff

State of Ohio  
Union County ss

John M. Laird Administrator of Moses Laird, dec'd, and plaintiff herein being duly sworn says that he believes the allegations in the foregoing pleadings are true.

Sworn to and subscribed before me this 9<sup>th</sup> day of September 1897  
J. W. Dalton Notary Public

Receipt

To the Clerk

I have issued summons herein upon this Supplemental Petition to the Sheriff of Union County Ohio for the defendants Adaline Laird and William Laird, returnable according to law.

No 5996  
Receipt

Indorse Supplemental Petition asking for additional judgment of \$583<sup>69</sup>  
 with interest from April 1<sup>st</sup> 1891 upon \$143<sup>29</sup> thereof from April 1<sup>st</sup> 1892 upon \$156<sup>32</sup> thereof  
 from April 1<sup>st</sup> 1893, upon \$129<sup>22</sup> thereof from April 1<sup>st</sup> 1894 upon \$128<sup>22</sup> thereof  
 J. E. Griffith Atty for Plaintiff

Summons issued Sept 11<sup>th</sup> 1897

No 5976  
 Summons

The State of Ohio Union County  
 To the Sheriff of Said County

You are Commanded to Notify Adaline Baird  
 and William Baird that they have been Sued by John N. Baird Administrator of Moses  
 Baird deceased, in the Court of Common Pleas of Union County, and must answer  
 by the 9<sup>th</sup> day of October A.D. 1897, 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 September A.D. 1897

Witness my hand and the Seal of said Court  
 this 11<sup>th</sup> day of September A.D. 1897.

Seal

J. N. Barnell Clerk  
 By Geo. A. Barnell Deputy

No 5976  
 Sheriff's  
 Return

State of Ohio Union County: Sheriff's Return

Received this writ Sept 11<sup>th</sup> A.D. 1897, at 5 o'clock P.M. and served same by  
 delivering a true and certified copy of this writ with all of the within Endorsements thereon  
 to William Baird personally to Adaline Baird by leaving a copy at her usual place of  
 residence on Sept 13<sup>th</sup> 1897. Sheriff's Fees; Service & Return, 65. Mileage 122 Cops 80.  
 Total \$87

J. Ed Robinson Sheriff

Moses Baird Plff

vs

Adaline Baird et al Dfts

In the Court of Common Pleas Union County Ohio  
 Entry

This Cause ~~was~~ coming on for hearing upon the Supplemental  
 Petition of John N. Baird Administrator of Moses Baird deceased heretofore substituted  
 as Plaintiff herein in the stead of said Moses Baird, the Court find that the  
 defendants, Adaline Baird and William Baird have been duly served with  
 Summons upon said Supplemental Petition, and are both in default for  
 answer and demurrer thereto, and the Court, being fully advised in the  
 premises, find that the allegations of said Supplemental Petition are confirmed  
 by them to be true and find that said defendants are indebted to said  
 Administrator in the sum of Six Hundred and Ninety Seven and <sup>79</sup>/<sub>100</sub>  
 (697<sup>79</sup>/<sub>100</sub>) Dollars

It is therefore considered by the Court that the said plaintiff, John N.  
 Baird as such Administrator recover from the defendant, Adaline Baird  
 and William Baird, the said sum of \$697<sup>79</sup>/<sub>100</sub> and his costs herein expended  
 taxed at \$

Attest J. N. Barnell Clerk



thereof

Plaintiff

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of Morris  
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B.D. 1897

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